



*NSW Department of Education and Training*

NSW Department of Education and Training invites this tender

## **Request for Tender (RFT)**

**Request for Tender No: DETPD:0910  
For the Provision Production Print Machines  
at TAFE NSW SYDNEY INSTITUTE, ULTIMO**

Request for Tender Issue Date	26th June 2009
Request for Tender Closing Date	17 <sup>th</sup> July 2009
Closing Time: Sydney Time	5.00 pm

Note: In order to respond to the Request for Tender, Responders will need to have a current licence to use the DMAX Lite software. Where a Responder does not have an existing licence to the required version of DMAX Lite, one must be purchased for a fee of \$110.00 inclusive of GST. Purchase may be made through the DecisionMAX Software Web Site: [www.decisionmax.com.au](http://www.decisionmax.com.au)

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

**REQUEST FOR TENDER NO:  
DETPD:0910**

**For the Provision Production Print Machines  
For TAFE NSW SYDNEY INSTITUTE, ULTIMO**

**PART A – THE INFORMATION FOR  
RESPONDENTS**

# Provision of Production Print Machines

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# REQUEST FOR TENDER - PART A – OVERVIEW

## 1 Outcome

This Request for Tender (“RFT”) is made by the Department of Education and Training (DET) for the supply, of Production Print Machines under the proposed Agreement, of the Deliverables defined in the Statement of Requirements (Part F) of this RFT.

The key outcome of this RFT is to provide purchasing solution (through the proposed Agreement) for the required Deliverables which meets the needs of the Department of Education and Training.

## 2 Objectives

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

- (a) Reduce the total cost of the Deliverables;
- (b) Provide Deliverables which are commercially competitive;

Establish a sustainable partnership between the Department of Education and Training and the successful Tenderer to deliver quality Deliverables;

- (a) Best practice through continual review of latest technology;
- (b) Effective management of risks;
- (c) Compliance with all applicable laws, standards, codes and policies.
- (d) To drive automation in procurement for greater efficiency and information management.

## 3 Required Benefits

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

- (a) A sustainable, mutually beneficial supply chain partnership;
- (b) Savings and efficiency gains;
- (c) Reduced costs to the NSW Government by value-engineering its delivery methods;
- (d) Transparency of all transactions, including performance measurement, pricing and reporting;

## 4 Scope of RFT

### 4.1 Deliverables

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

Two (2) Production Print machines [1 Mono and 1 Colour] for use at TAFE NSW Sydney Institute, Ultimo.

Detailed description of the Deliverables is contained in the Statement of Requirements (Part F).

### 4.2 Contract and Duration

It is envisaged that the term of the proposed maintenance agreement will be of five (5) years, which may or may-not be renegotiated after the five (5) years at the discretion of the Principal.

### 4.3 Current Scope

TAFE NSW Sydney Institute, Ultimo currently print between 1.5 million to 2 million copies per month at A4 Black and White, and approximately 200,000 to 300,000 colour copies per

month. This amount is provided for information only and does not constitute a guarantee for future work through the proposed Agreement.

#### **4.4 NSW Government Requirements**

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

### **5 RFT Structure**

This RFT comprises five (5) Parts as follows:

#### **Overview – Part A**

It is an executive summary of main outcomes, objectives, requirements and expectations for this proposed Agreement and the Statement of Requirements. It provides the Tenderer with the essential information to make an informed decision on whether to tender or not.

#### **Conditions of Tender – Part B**

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

#### **Tender Response – Part C**

These are response schedules which are required by the Principal to evaluate the Tenderers' offers. Tender responses to be completed by the Tenderer.

#### **Agreement - Part D**

This is the conditions of contract to be executed between the successful Tenderer and the Principal.

#### **Special Conditions - Part E**

Not Used

#### **Statement of Requirements – Part F**

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

### **5.2 Where to obtain this RFT**

5.2.1 The NSW Department of Education and Training has adopted the NSW Government electronic tendering system, which has the capacity for viewing, downloading and for the lodgement of Tenders on the following site:  
<https://tenders.nsw.gov.au/det/>

5.2.2 Any addendum issued are also obtainable from the above site.

### **6 Best Price and Cost Structure**

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

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

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

- Provide the Principal transparency of the Tenderer's Cost Structure;
- Act as a basis for future Price variations, where applicable.

DET expects the successful Tenderer to reduce its pricing during the term of the proposed Agreement by:

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

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

## **7 Performance Framework**

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

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

Performance incentives and sanctions are based on the Contractor's performance. The Statement of Requirements (Part F) describes the performance framework in detail and the measurement/targets of all performance indicators.

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

- (a) Additional or reduced performance reporting requirements;
- (b) Scope variation ie. inclusion of additional Deliverables/reduction;
- (c) Extensions of the proposed Agreement (if available);
- (d) Non payment of price variations.

## **8 Electronic Business**

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

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

## **REQUEST FOR TENDER NO: DETPD0910**

**The NSW Department of Education and Training  
Request for Tender, (RFT)  
Production Print Machines for TAFE NSW Sydney  
Institute, Ultimo**

### **PART B – CONDITIONS OF TENDER**



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## PART B Conditions of Tender

### 1 Definitions

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

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

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

**“Agreement”** refers to the proposed agreement to be entered into between the Principal and the successful Tenderer in the form of Part D (and Part E if applicable), to this RFT.

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

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

**“Click Rate”** means Cost Per Impression

**“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 conforms in all material aspects to:

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

**“Contractor”** means a Tenderer who has entered into an Agreement with the NSW Department of Education and Training.

**“Cost Structure”** means the individual Tenderer’s cost breakdown in accordance with the number of product categories specified in Part C. Such breakdown must equate to 100% of the Tenderer’s cost for the supply of the Deliverables.

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

**“DET”** the Department of Education and Training.

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

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

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

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

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

**“Principal”** means the party executing the proposed Agreement with the successful Tenderer.

**“RFT”** means Request for Tender

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

**“Standards”** means Australian Standards, where such exist and are applicable to the Deliverables, and includes international standards in the event of a lack of an applicable Australian Standard.

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

**“TCO”** means Total Cost of Ownership

**“Tenderer”** means company or person(s) responding to this Tender

## **2 Tender Preparation**

### **2.1 Tenderer to inform itself**

Before submitting its tender, a Tenderer must:

- 2.1.1 Examine all information relevant to the risks and contingencies and other circumstances having an effect on its Tender; and
- 2.1.2 Satisfy itself:
  - (a) that the tender, including the tender price is correct; and
  - (b) that it is financially and practically viable for it to enter into and perform the proposed Agreement.

## **3 Eligibility to Tender**

### **3.1 Legal Entity of Tenderer**

- 3.1.1 Tenders must be submitted by a legal entity or, if a joint tender, by legal entities, with the capacity to contract. The Principal will only enter into an Agreement with such legal entity or entities.
- 3.1.2 The Principal may ask a Tenderer to provide evidence of its legal status or capacity to contract. If tenders from entities propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within three (3) working days of the request.

### **3.2 Financial Capability of Tenderer**

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

### **3.3 ABN Requirements**

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

## **4 Tender Process**

### **4.1 Where to obtain this RFT**

- 4.1.1 The NSW Department of Education and Training has adopted the NSW Government electronic tendering system, which has the capacity for viewing, downloading and for the lodgement of Tenders on the following site:

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

- 4.1.2 Any addendum issued are also obtainable from the above site.

### **4.2 Provisional RFT Program**

Given below is the Principal's provisional RFT Program. The Principal may, at its absolute discretion, amend the provisional RFT program.

RFT Issue Date	26th June 2009
Site Visit & Tender Briefing	30th June 2009
RFT Close Date	17 <sup>th</sup> July 2009

### **4.3 Tenderer Briefing**

- 4.3.1 It is recommended prospective Tenderers attend a site visit and tender briefing which will be held on the date, time, and place, indicated below. The contact officer/s of DET will be available at that time to answer any queries regarding this RFT and the tender process generally. Names of persons attending the Tenderer briefing must be provided to the Contact Officer three (3) working days prior to the date. No more than two (2) persons from each Company will be permitted to attend the Tender briefing.

**Note:** The site visit at the Print Room will commence at 10:00am follow by a Tender briefing at 10:30am

Location: TAFE NSW Sydney Institute, Ultimo College. Mary Ann Ultimo NSW.  
**Site Visit:** Print Room, Building L, Ground floor Room 34  
**Tender Briefing:** Building C, The "MUSE" North Wing.  
Date: 30 June 2009  
Time: 10:00am

**Note:** Because of limited space, please restrict your representation to two (2) representatives per company.

### **4.4 Contact Officer**

- 4.4.1 Tenderers should refer requests by e-mail for information or advice regarding this RFT to:

Name: Mr. Patrick Kirkman, Tender Officer  
Telephone: 02 9244-5156  
Facsimile: 02 9244-5842  
E-mail: Patrick.Kirkman@det.nsw.edu.au

- 4.4.2 Any information given to a Tenderer to clarify any aspect of this RFT will also be given to all other Tenderers if in the Principal's opinion the information would unfairly favour the inquiring Tenderer over other Tenderers.

### **4.5 Conformity of Tenders**

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

#### **4.6 Alternative Tenders**

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

#### **4.7 Submission of Tenders**

- 4.7.1 Prices, responses and other information provided in the tender are to be in writing and in English.
- 4.7.2 Tenderers must complete all of Part C of this RFT, as directed and must not amend any of the questions provided.
- 4.7.3 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 RFT.
- 4.7.4 All tenders must be provided in the TenderMax Pro format, using the DMax Lite software. The tender responses in Part C must be included in one or more files with an extension of \*.dtr. The DMax Lite software is only supported on a Microsoft Windows 9X and above operating system; other operating systems are not compatible. Tenderers must ensure a Microsoft Windows compatible computer is used to prepare the tender.
- 4.7.5 Tenderers shall also provide CD copy in a sealed envelope of the Tender response, including attachments and supporting materials / items if any, must be provided and received in full on or before the Closing Date and Time, at the DET Tender Box.

##### **The DET Tender Box is located at:**

Forest House (public school building)  
Cnr. Riley and Collins Streets  
Surry Hills, NSW. 2010

Tenderers should note that Tenders can only be deposited between 9:00 am and 5:00 pm on normal business days.

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

#### **4.8 Tender Validity Period**

- 4.8.1 The Tender will remain open for acceptance by the Principal for a period of three (3) months from the Closing Date and Time for tenders.

#### **4.9 Late Tenders**

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

#### **4.10 Extension of Closing Date and Time**

- 4.10.1 The Principal may, in its discretion, extend the Closing Date and Time.

#### **4.11 Corruption or Unethical Conduct**

- 4.11.1 Tenderers must comply with the requirements of the Commerce Business Ethics Statement, which is available at the link below and must disclose any conflicts of interests in Part C.
- 4.11.2 If a Tenderer, or any of its officers, employees, agents or sub-contractors is found to have:
- (a) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Principal, or the NSW Government in connection with this RFT or the submitted Tender;

- (b) committed corrupt conduct in the meaning of the Independent Commission Against Corruption Act 1988;
- (c) a record or alleged record of unethical behaviour; or not complied with the requirements of Commerce Business Ethics Statement available at: <http://www.commerce.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm>;

then this may result in the tender not receiving further consideration.

4.11.3 The Principal may, in its discretion, invite a relevant Tenderer to provide written comments within a specified time before the Principal excludes the Tenderer on this basis.

4.11.4 If the Principal becomes aware of improper conflict of interests or other improper conduct by a successful Tenderer after the Agreement has been executed, then the Principal reserves the right to terminate this Agreement.

#### **4.12 Code of Practice for Procurement**

4.12.1 In submitting its tender, the Tenderer signifies agreement to comply with the Code.

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

#### **4.13 Prescribed Form of Tender**

4.13.1 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.

#### **4.14 Addenda to RFT**

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

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

4.14.3 The Principal, 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.

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

#### **4.15 Tenderer's Costs**

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

#### **4.16 Product Representation**

4.16.1 Product representations made in your submission must comply with NSW Trade Practice Acts, with specific reference to Act 1974 - section 53. Any submission found to be in breach of the above mentioned Act will be referred to the appropriate Authority and may be excluded from future tenders.

#### **4.17 Custody and Ownership of Tenders**

4.17.1 On receipt of Tenders lodged to DET, Tenders will be stored in a secure Tender Box.

4.17.2 For reasons of probity and security, DET is prevented from interrogating the Tender Box to ascertain whether the Tenders have been received, or for any reason until after the closing date and closing time.

4.17.3 All tenders become the property of the Principal on submission.

4.17.4 The Principal may make copies of the tenders for any purpose related to this RFT.

#### **4.18 Discontinuance of Tender Process**

- 4.18.1 Where the Principal determines that awarding an agreement would not be in the public interest, the Principal reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of Tenders.

#### **4.19 Variations to Tenders**

- 4.19.1 At any time after the Closing Date of tenders and before any tender received in response to this RFT is accepted, a Tenderer may, subject to clause 4.18.2, vary its tender:
- (a) by providing the Principal with further information by way of explanation or clarification;
  - (b) by correcting a mistake or anomaly; or
  - (c) by documenting agreed changes to the tender negotiated under clause 5.5 of this Part B.
- 4.19.2 Such a variation may be made either:
- (a) at the request of the Principal, or
  - (b) with the consent of the Principal at the request of the Tenderer; but only if,
    - (i) in the case of variation requested by the Tenderer under clause 4.18.1(a) or (b), it appears to the Principal reasonable in the circumstances to allow the Tenderer to provide the information or correct the mistake or anomaly; or
    - (ii) in the case of variation under clause 4.18.1(c), the Principal has confirmed that the draft-documented changes reflect what has been agreed.
- 4.19.3 If a tender is varied in accordance with clause 4.18.1 (a) or (b), the Principal will provide all other Tenderers whose tenders have similar characteristics with the opportunity of varying their tenders in a similar way.
- 4.19.4 A variation of a tender under clause 4.18.1 will not be permitted if in the Principal's view:
- (a) it would substantially alter the original tender; or
  - (b) in the case of variation under clause 4.18.1 (a) or (b), it would result in the revising or expanding of a tender in a way that would give a Tenderer an unfair advantage over other Tenderers.

#### **5 Evaluation Process**

- 5.1.1 Tenders will be assessed against the evaluation criteria listed below which are not indicated in order of significance or be given equal weight.
- 5.1.2 The evaluation criteria for this RFT that do not relate to price will account for (seventy percent) 70 % of the total evaluation score. The selection criteria for this RFT that relate to price will account for (thirty percent) 30 % of the total evaluation score.
- 5.1.3 Information supplied by the Tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the evaluation criteria listed in this RFT.
- 5.1.4 Tenders that do not include a fully completed Part C, in particular those tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or electronic tenders that cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Principal's discretion.

- 5.1.5 The Principal may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.

## **5.2 Evaluation Criteria**

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

- (a) Fitness for purpose including, quality, innovative aspects, product design, performance and warranties;
- (b) Hardware Price and Click Rate for hardware and maintenance. [TCO over 5 years]
- (c) Production Management Software shall include but not limited to:
  - (i) Job Creation;
  - (ii) Job Submission;
  - (iii) Production Management;
  - (iv) Pre Press and Make Ready;
  - (v) Order Processing;
  - (vi) Archiving; and
  - (vii) Licence approval.
  - (viii) Booking and Service Applications
- (d) On Line Booking Software:
  - (i) Booking and Service Applications;
  - (ii) Stock Keeping and Ordering Jobs
  - (iii) Billing and Cost Management
- (e) Delivery requirements;
- (f) Capacity to perform the Agreement including:
  - (i) Production/technical capacity;
  - (ii) Financial capacity and stability (including security considerations);
  - (iii) Technical, inventory and distribution systems;
  - (iv) Maintenance and support service levels
  - (v) Quality assurance systems
  - (vi) Environment ;
  - (vii) Suitability of sub-contractors (if any);
- (g) Compliance with NSW Government procurement policy and other applicable NSW Government policies, including:
  - (i) Compliance with OHS&R requirements;
  - (ii) Compliance with NSW Government Environmental Management
- (h) Systems Guidelines.
- (i) Previous experience and performance on similar Agreements for the products and/or services covered in this RFT.
- (j) Compliance with the Statement of Requirements;

## **5.3 Presentations by Tenderer**

- 5.3.1 The Principal, may in its discretion, and as part of the evaluation process, invite any or some of the Tenderers to make personal presentations regarding its tender.



- 5.3.2 Receiving a presentation by a Tenderer in no way represents a commitment by the Principal to accept any aspect of the tender.

#### **5.4 Acceptance or Rejection of Tenders**

- 5.4.1 The Principal may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.
- 5.4.2 The Principal 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 Principal's opinion, is substantially a Conforming Tender.
- 5.4.3 The Principal is not bound to accept the lowest priced or any tender.
- 5.4.4 If the Principal rejects all the tenders received it may invite fresh tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new tenders).

#### **5.5 Post Tender Negotiations**

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

#### **5.6 Exchange of Information between Government Agencies**

- 5.6.1 Lodgement of a tender will itself be an authorisation by the Tenderer to the Principal to make available, on request, to any NSW Government agency information, including but not limited to, information dealing with the Tenderer's performance on any contract that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.
- 5.6.2 The provision of the information by the Principal to any other NSW Government agency is agreed by the Tenderer to be a communication falling within section 30 of the *Defamation Act 2005 (NSW)*, and the Tenderer shall have no claim against the Principal and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Tenderer arising out of the communication
- 5.6.3 In the evaluation of tenders, the Principal may take into account any information about the Tenderer that the Principal receives from any source.
- 5.6.4 To avoid doubt, information that may be collected, exchanged and used in accordance with this provision includes "personal information" about the Tenderer for the purposes of the Privacy and Personal Information Protection Act 1998.

Lodgement of a tender will be an authorisation by the Tenderer to the Board to collect such information from third parties, and to use and exchange such information in accordance with this clause 5.7.

- 5.6.5 The Tenderer's attention is drawn to the *Freedom of Information Act 1989* which obliges disclosure of the contract documents resulting from the tender and may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies, including tenders held by the Principal. A summary of the provisions is contained in the Annexure to Part B (Disclosure Information).

## **6 Method of Acceptance**

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

## **7 Disclosure Information**

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

## **8 Complaints Procedure**

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

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

## **ANNEXURE 1 TO PART B (Disclosure of Information)**

### **Disclosure of information concerning Tenderers and outcome of the tender process**

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

<b>Tender Type</b>	<b>Level of disclosure</b>	<b>Basis of disclosure</b>
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>• a concise description of the proposed works, goods or services the subject of the tender call;</li> <li>• the date responses to the tender call close and where responses are lodged; and</li> <li>• 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 shortlisted entities, except where such disclosure is likely to compromise the competitiveness of the subsequent tender process.	Routine public disclosure within 7 days of these entities being advised of their shortlisting.

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

<b>Contract size and type</b>	<b>Level of disclosure</b>	<b>Basis of disclosure</b>
<p><b>Class 1 contracts</b> All government contracts with estimated value \$150,000 or above).</p>	<ul style="list-style-type: none"> <li>a) The name and business address of the contractor;</li> <li>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;</li> <li>c) The date on which the contract became effective and the duration of the contract;</li> <li>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;</li> <li>e) The estimated amount payable to the contractor under the contract;</li> <li>f) A description of any provisions under which the amount payable to the contractor may be varied;</li> <li>g) A description of any provisions with respect</li> </ul>	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>

	<p>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> 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> <ul style="list-style-type: none"> <li>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;</li> <li>b) Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer;</li> <li>c) The results of any cost-benefit analysis of the contract conducted by the agency;</li> <li>d) The components and quantum of the public sector comparator if used;</li> <li>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);</li> <li>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;</li> <li>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</li> <li>h) Particulars of any other key elements of the contract.</li> </ul>	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>
<p><b>Class 3 contracts</b> 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>• the reasons for not publishing the contract or provisions;</li> <li>• a statement as to whether the contract or provisions will be published and, if so,</li> </ul>	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>

	<p>when; and</p> <ul style="list-style-type: none"> <li>• 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>	
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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 for class 1 or class 2 contracts, or for a copy of a contract where it is a class 3 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 because it is commercial in confidence, the State Contracts Control Board will disclose:

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

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

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

### 5. Confidential information

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

- the commercial-in-confidence provisions of a contract (as defined in section 15A(14) of the 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 challenge that decision under the Freedom of Information Act.

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

TAFE NSW Sydney Institute, Ultimo

## PART F - Specifications

### INTRODUCTION

TAFE NSW Sydney Institute Ultimo is seeking new equipment and an upgrade for their existing Print Room Facility located at Ultimo College. The Print Room Facility will provide a complete central document production and management service for all of Sydney Institute's various Colleges and sites.

This document production facility will be part of an electronically integrated Print Room Facility which:

- Can be easily accessed.
- Can deliver "on-demand" with electronic job submission, accurate real time job quotation, cost allocation to cost centres, job processing and job delivery.
- Will cater for black and white and colour impressions requirements.

### SCOPE

The Print Room Facility located at TAFE Sydney Institute, Ultimo College is approximately 7.5 m<sup>2</sup> x 7 m<sup>2</sup>. The machines 1 x Mono and 1 x Colour must be capable of being located within the Print Room Facility dimensions and will not breach the NSW Government Occupational Health and Safety (OH&S) regulations. Furthermore, it would be highly desirable that the machines met the following requirements:

### MONO PRODUCTION MACHINE

The Mono Production Machine projected to handle twenty (20) million pages-per-year, and shall have:

#### **PPM A4 Simplex / Duplex**

The expected configuration will include a duplex production configuration with print speeds in the range of 190 to 200 A4 pages-per-minute.

#### **Paper Types Supported in Draws**

The system will be capable of supporting various media stock including pre-punched or drilled, handle flexible media sizes from A4 up to SRA3+.

- Media formats required to be supported include: (pre printed, NRC, textured and pre-punched stock, covers, A4 and A5 tabs, inserts etc).
- 60 to 200 GSM is to be supported from all paper input trays and support for 300+ GSM.

#### **Online Capacity: A4 / A3**

Support an online paper capacity from 5000 to 6000 (80 GSM) sheets supporting both A4 and SRA3+ pages.

The machine should be able to run at least 6000 SRA3+ sheets without operator intervention.

During a production run, the machine should be capable of being restocked with paper and or toner without disrupting or stopping the print run.

### **Input Draw Configuration and Requirement**

The input module must have a minimum of four (4) trays that will support inserts / tabs stock etc, including colour inserts.

### **Finishing**

The online finishing configurations will include: 3 x solutions for booklet making, stapler finisher and a high capacity stacker.

1 x booklet making options to include:-

- Square spine 50+ sheets (variable length)
- Trimming
- Spine forming
- Fold for centre and letter

1 x high capacity – stacker:-

- 5000+ sheet capacity

1 x high stapler finisher:-

- Staple for corner / left side staple
- 100 sheets capacity

### **Operator Controls**

The system should have a Graphical User Interface that shows the operator required information at a single glance and allows the operator to plan and program ahead for his day / shift and must be user friendly.

- Onscreen print queue management

### **COLOUR PRODUCTION MACHINE:**

The colour device is projected to handle two (2) million pages-per-year, and up to 300,000 A4 pages per month.

### **PPM A4 Simplex / Duplex**

The expected configuration will include a duplex production configuration with print speeds in the range of 50 to 65 A4 pages per minute.

- The unit must all necessary print controllers.

### **Paper Types Supported in Draws**

The system will include at least one high capacity paper feed SRA3+ and at least 3 addition trays 1200+ pages .

### **Paper Other**

The system will be capable of supporting various media stock including pre punched or drilled, handle flexible media sizes from A4 up to SRA3+.

- Media formats required to be supported include: (pre-printed, NRC, textured and pre-punched stock, covers, A4 and A5 tabs, inserts etc media styles (coated, uncoated, offset stock etc) to cater for varying demand from several Departments of the Institute, including the Graphic Arts Centre.
- 60 to 200 GSM media is to be supported from all paper input trays with weights up to 300 GSM.

### **Online Capacity A4 / A3**

Minimum online paper capacity of 4000 pages supporting both A4, SRA3+ pages.

### **Input Draw Configuration and Requirement**

The input module must have a minimum of four (4) trays that will support inserts / tabs stock etc.

### **Finishing**

The online finishing configuration will include 3 x finishing options stapling, booklet making, and folding:-

Booklet making options:-

- Saddle Stitch 50+ sheets
- Face edge trim
- Fold for centre & letter

Stapler finisher:-

- 100+ sheet capacity
- 2 point and corner staple
- 2500+ output capacity

Folding with support for:-

- Insertions
- Folding (half fold, z-fold, gate fold, letter fold, double parallel folds and tri fold)
- Hole punch (2 hole / 4 hole)

All finishing options must be able to operate as close to the rated speed as possible.

### **Colour Scanner**

Include a high speed A4 / A3 scanner supporting 24 bit colour rated at 80+ IPM.

### **Operator Controls**

The system should have a Graphical User Interface that shows the operator required information at a single glance and allows the operator to plan and program ahead for his day/shift and must be user friendly.

- Onscreen print queue management

The Facilities Management Software must be flexible to allow for future growth regardless of the hardware supplier. The supplier must be able to use existing facility file formats and the software must be user friendly and easy to work with for the operators.



- The pre-press imposition functions are expected to include the capacity to support the production of booklets and colour separate print runs across the system. It is desirable that the equipment will support a range of hardware.

## **PRODUCTION MANAGEMENT SOFTWARE**

The Production Management or Work Flow Software must be flexible to allow for future growth regardless of the hardware supplier.

The supplier must be able to use existing facility file formats and the software must be user friendly and easy to work with for the operators.

- The ability to pre-program print jobs for up to 12 hours prior to printing.
- Automatic splitting of black & white and colour pages.
- Automatically create job tickets, invoices and address labels for finished work.
- Full PDF workflow with ability to edit documents within workflow system.
- Open architecture to work with multiple vendors machines.
- Allocate finished job costs / invoice to the nominated cost centres within the Institute's existing BEAR Solutions CMSIP database.
- Ability to convert existing Xerox DigiPath RDO files to PDF.
- Able to deliver management reports for accounting and management purposes.

## **REPLACEMENT AND REPAIR**

The supplier is to replace the machine, software or associated parts where:

- The machine, software or associated parts has been recalled by the manufacturer or supplier for whatever reason;
- The machine, software or associated parts have failed or broken as a consequence of faulty manufacture or through normal and intended use;
- The machine, software or associated parts does not perform as it is intended;
- When a machine, software or associated parts is to be replaced, the supplier should deliver the replacement in accordance with the Key Performance Indicators (KPI);
- If the machine is inoperable for a period greater than five (5) working days the supplier must replace the machine with another machine that is equivalent or greater at no cost to the client, until such the replaced machine becomes operable;
- The supplier is responsible for any damage or contamination caused by machine malfunction or leak; and

- The customer will not be liable for delivery costs for the replacement item.

## **ENVIRONMENTAL**

A major requirement of the Institute is that the machines are highly automated and reliable and the production equipment use greener technologies. The Institute aims to reduce its carbon footprint by employing document production machines which are environmentally friendly i.e. produce low levels of Ozone, run on less energy, produce low levels of noise and waste less toner & media.

## **PACKAGING**

The Print Production Machines should be appropriately packaged:

- With clear order TAFE NSW Sydney Institute, Ultimo College address and weight particulars;
- To prevent damage and protect the contents;
- Using appropriate materials that are safe and non harmful;
- Using recycled material where possible; and
- Consistent with lifting weight and Occupational Health and Safety (OH&S).

## **Management Reporting**

The supplier is required to cooperate with TAFE NSW Sydney Institute in design of management reports to monitor costs efficiently and effectively, and service levels in the provision of services will provide such reports to TAFE NSW Sydney Institute monthly, or at regular intervals to be specified by the Institute. TAFE NSW Sydney Institute has established a Contract Management Committee (CMC) that has the responsibility for the TAFE NSW Sydney Institute aspects of this contract. TAFE NSW Sydney Institute nominated CMC representative will be provided to the supplier.

## **Supplier Performance Reporting**

The supplier is required to report its performance against the contract KPI's calculated monthly and cumulatively. The supplier is to electronically send a report covering the supplier's performance against the agreed KPI's to the nominated TAFE NSW Sydney Institute representative five (5) working days prior to the next monthly Contract Management meeting.

## Expected Time Line

Order Date	Delivery Date	Installation Date	Testing Time Required	Sign Off Date
TBA	Mono machine Hardware must be onsite within 6 weeks of receiving an order.	Within 3 days after delivery date.	One month from installation date.	TBA
TBA	Colour machine Hardware must be onsite within 6 weeks of receiving an order.	Within 3 days after delivery date.	One month from installation date.	TBA
TBA	Production software within 6 weeks of receiving and order	Within 3 days after delivery date	One month from installation date.	TBA
TBA	Online job submission software within 6 weeks of receiving and order	Within 3 days after delivery date	Two months from installation date.	TBA

TAFE Sydney Institute Print Cell L.G.34

