



RFT Number – RFT-10041801

*Opportunity to provide a Uniform Shop at
Kariong Mountains High School*

Issue Date:	9 April 2021
Closing Time and Date:	7 May 2021

REQUEST FOR TENDER
PART A – TENDER CONDITIONS

RFT STRUCTURE

PART A	CONDITIONS
PART B	STATEMENT OF REQUIREMENTS
PART C	TENDER RESPONSE SCHEDULES

ATTACHMENTS

Uniform Shop Licence Agreement which includes the Site Plan and School Uniform Policy

NOTICE

No contract or legal obligations arise from this RFT until the Department has executed an agreement.

This RFT document has been prepared by the Department of Education and is protected by copyright. This RFT document may only be used by the tenderer with respect to this RFT. Specific inquiries about this RFT should be directed to the nominated Contact Officer in the tender documents.

Other inquiries can be directed to:

Chief Procurement Officer
Procurement Solutions Directorate
NSW Department of Education
105 Phillip Street
Parramatta NSW 2153
Tel 1300 679 332

1 – RFT DESCRIPTION, KEY DATES AND DETAILS

TYPE AND DESCRIPTION

1.	Type	This is an open tender issued by the NSW Department of Education (“the Department”).
2.	Description	The Department seeks tenders for the provision of a uniform shop as further described in the Requirements, under the contract.
3.	Duration	Three (3) years with a further option of three (3) years

KEY DATES

4.	Issue Date	9 April 2021
5.	Closing Time and Date	7 May 2021 at 10.00 am Sydney local time
6.	Mandatory Site Inspection date, time and location. Refer to Section 3.1 Tender Briefing	4 May 2021 at 10.00am 10 Festival Dr – Block B Kariong NSW 2250 Samples of the current uniform will be available for inspection at this time. <i>Please note: Your Tender response will not be considered if you are unable to attend the site inspection.</i>
7.	Request for Information	No further requests for information/clarification will be taken beyond the first three weeks of the tender.

OTHER DETAILS

8.	Contact Officer	Le Tran 0429 301 081 Email: pppunittenders@det.nsw.edu.au
9.	Validity Period	3 months from Closing Date

EVALUATION CRITERIA

10.	Evaluation Criteria	<p>Weighting: 60 % for Price: 40 % for Non-price criteria</p> <p>Fee Evaluation Criteria</p> <ul style="list-style-type: none"> • Proposed Licence Fee • Details of pricing – summer and winter uniform price list <p>Non- Fee Evaluation Criteria</p> <ul style="list-style-type: none"> • Previous work experience and references including the names of any schools in New South Wales where the Tenderer or any associated entity currently conducts or has previously conducted a uniform shop • Approach to Operation which includes capacity to provide the services, approach to setting up, staffing numbers to run the shop, approach to the expansion of services such as on-line or off-site services, and ability to maintain sufficient stock to meet demand. • Quality of materials and fabrics which includes ability to provide high quality products, details of how each product will be equal to or better than the existing uniform. Details should also be provided regarding quality and workmanship. • Managing customers and building relationships with stakeholders, including complaints management.
-----	---------------------	---

PLEASE NOTE

Existing Stock

Should the current operator of the Uniform Shop at Kariong Mountains High School be unsuccessful in this tender, the successful operator must negotiate in good faith with the current operator for the purchase of any excess uniform crested stock.

2 – GENERAL CONDITIONS

1 Conditions

1.1 Conditions

Each tender should be submitted in accordance with:

- a) these conditions;
- b) the mandatory requirements set out in the Requirements (except in the case of an Alternative Response delivered in accordance with section 5.1.2);
- c) all other attachments to this RFT; and
- d) any additional terms and conditions that the Department may notify on the Website, or otherwise provide to the tenderer in connection with this RFT,

otherwise the Department may not consider the tender or may reject it on that basis.

1.2 Tenderer to inform itself

By submitting a tender, the tenderer acknowledges that:

- a) it has examined all information relevant to the risks and contingencies and other circumstances having an effect on the tender; and
- b) it has satisfied itself:
 - (i) that the tender, including all price information, is correct and complies with section 1.1 above; and
 - (ii) that it is financially and practically viable for it to enter into and perform the Contract.

1.3 Validity Period

Any tender submitted by the tenderer will remain open for acceptance by the Department for the Validity Period.

1.4 Prescribed form of tender

- 1.4.1 The tender must comprise a completed Response and include any attachments to the Response as may be necessary. Any attachments should be labelled to identify those numbered paragraphs of the Requirements to which they relate.
- 1.4.2 If a Contract is attached to the RFT document, the tenderer must confirm agreement with the terms of the Contract, or indicate in the tender which provisions of the Contract it does not agree with or cannot comply with.
- 1.4.3 Prices, responses and other information provided in the tender are to be in writing and in English. All pricing information must be in Australian dollars and be expressed exclusive of GST.

1.5 Discrepancies, errors or omissions

The tenderer should notify the Contact Support Officer in writing on or before the Closing time and Date if it finds any discrepancy, error or omission in this RFT.

1.6 Inconsistencies

If there is inconsistency among any of the parts of this RFT, the following order of priority will apply so that the higher ranked document will prevail to the extent of the inconsistency:

- a) the Requirements; then
- b) the Contract; then
- c) these Conditions.

1.7 Tenderer's risk

The tenderer acknowledges it is participating in this RFT at its sole risk and cost and that the Department is not liable to it for any expenses or costs incurred by it in connection with this RFT, including where the RFT has been discontinued.

1.8 The Department's rights

The Department, at its absolute discretion, may discontinue the RFT process; reject any tender; decline to issue any contract; or negotiate a licence or lease with another entity

2 Tenderer eligibility

2.1 Legal entity of Tenderer

- 2.1.1 The Tenderer may only submit a tender if it is a legal entity with the capacity to enter into and perform the Contract.
- 2.1.2 The Department will ask the Tenderer to provide evidence of its legal status or capacity to enter into and perform the Contract. If the Tenderer proposes to contract in its capacity as a trustee, such evidence will include copies of the relevant trust deeds. Any evidence requested is to be provided within 3 working days of the request.

2.2 Financial capability of Tenderer

If, in the opinion of the Department, the Tenderer does not to have appropriate financial capability, the Department reserves the right to:

- a) reject its tender; or
- b) make acceptance of its 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 Department.

2.3 ABN Requirements

The Tenderer must have an ABN.

2.4 Joint response

If a Tender is to be jointly submitted by more than one party, a reference to Tenderer in this RFT means all parties submitting the joint response. If the parties to a joint response are successful, the contract must be entered into by all parties to the joint response.

3 RFT information

3.1 Tender briefing

- 3.1.1 If applicable, a Tender briefing will be held on the date, time and place indicated in the Key Dates. Representatives from the Department will be available at that time to receive any queries regarding this RFT.
- 3.1.2 No more than 2 persons from the tenderer will be permitted to attend the Tender briefing. The Tenderer must provide the Contact Support Officer with the names of persons attending the Tender briefing no later than 3 working days prior to the date of the Tender briefing.

3.2 Contact Officer

- 3.2.1 The Tenderer should refer requests for information or advice regarding this RFT to the nominated Contact Officer.
- 3.2.2 Any information given to a Tenderer to clarify any aspect of this RFT will also be given to all other Tenderers.

4 Tender lodgement

4.1 Electronic lodgement

- 4.1.1 All tenders are to be lodged electronically via the Website and must be fully received by the Department by the Closing Date and Time.
- 4.1.2 A Tenderer, by electronically lodging a tender, is taken to have accepted the terms and conditions on the Website.
- 4.1.3 A Tenderer must observe the following format for lodgements:
- a) the tender must be lodged in an Accepted File Format. Other formats for the attachments are only to be submitted if an arrangement has first been made with the Contract Support Office prior to lodgement of the tender;
 - b) the Tenderer must not submit self-extracting (*.exe) zip files. If the Tenderer compresses files, it must be possible to decompress the files using WinZip;
 - c) the Tenderer must not change pre-existing text in the Response other than to insert the requested information;
 - d) the Tenderer must not include any macros, applets, or executable code or files in a tender;
 - e) the Tenderer must ensure that electronically lodged files are free from viruses by checking the files with an up to date virus-checking program before lodging;
 - f) the Tenderer may break down the lodgement of large tenders into smaller packages if clearly identified e.g. package 1 of 3; 2 of 3; 3 of 3; and
 - g) all file names must have an extension and not have invalid characters or file names/loading pathnames too long for the system as detailed on the Website.

4.2 Issues with electronic lodgement

- 4.2.1 If a Tenderer experiences any persistent difficulty with the Website in submitting a tender or otherwise, it is encouraged to advise the Contact Support Officer promptly in writing.

Also for urgent assistance, please contact the Client Support Centre:

NSW Procurement Client Support Centre
NSW Procurement, Office of Finance and Services
Phone: 1800 NSW BUY (1800 679 289 (International + 61 2 9372 8333))
Email: nswbuy@finance.nsw.gov.au
Hours of operation: 8:30am - 5:00pm, Monday to Friday

- 4.2.2 If there is an extended defect failure of the Website or eTendering system and the Department is advised, the Closing Time and Date may be extended provided that, in the view of the Department, the RFT process will not be compromised by such an extension.

5 RFT process

5.1 Non-Conforming Responses and Alternative Responses

- 5.1.1 Non-Conforming Responses may be excluded from the RFT process without further consideration at the Department's absolute discretion.
- 5.1.2 The Tenderer may submit an Alternative Response. Alternative Responses will only be considered if submitted in conjunction with a tender that conforms to all aspects of this RFT

(with the only exception of any non-mandatory parts of the Requirements). An Alternative Response must be clearly marked “Alternative Response”.

5.2 Late Responses

A tender received after the Closing Time and Date (a **Late Response**) will not be considered by the Department unless the Department, at its absolute discretion, is satisfied that the integrity and competitiveness of the RFT process will not be compromised.

5.3 Multiple lodgements

5.3.1 If a Tenderer provides multiple lodgements, the last tender received before the Closing Time and Date will be the tender to be considered unless the Tenderer provides clear directions to whether the lodgement is:

- a) an Alternative Response;
- b) supporting items to a tender; or
- c) a further part of a tender that has previously been lodged

5.4 Addenda to RFT

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

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

5.4.3 The Department, during the tender period may issue Addenda altering the RFT. In such cases, it is the obligation of the Tenderer to verify if any addenda were issued prior to the Closing Time and Date, even if a tender has already been submitted by the Tenderer.

5.4.4 Tenderers must check the web site address, and download the Addendum.

5.5 Receipt of tenders

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

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

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

5.6 Variations to Tenders

The Tenderer may only vary its tender with the consent of the Department provided that, in the Department’s view, it would not:

- a) substantially alter the original tender; or
- b) result in the revising or expanding of a tender in a way that would give the Tenderer an unfair advantage over other Tenderers.

5.7 Site inspections and presentations

5.7.1 The Department may at its absolute discretion, during the consideration of tenders:

- a) undertake site inspections of the Tenderer’s premises or operations; and/or
- b) invite the Tenderer to make a presentation regarding its tender.

5.7.2 If the Tenderer complies with a request under section 5.7.1 above, it does so at its own cost and expense, and acknowledges that a request under section 5.7.1 does not represent a commitment by the Department to accept any aspect of the tender.

5.8 Consideration of tenders

In the consideration of tenders, the Department may take into account any information about the Tenderer that the Department receives from any source, including but not limited to any site inspections and presentations.

5.9 Post RFT Negotiations

- 5.9.1 Before making any determination as to acceptance or rejection of a tender the Department may, at its absolute discretion, conduct limited negotiations with the tenderer.
- 5.9.2 The tenderer acknowledges that the Department may, at its absolute discretion, conduct such negotiations with more than one tenderer.

6 Method of acceptance

Acceptance of a tender or part of a tender will be subject to the execution of a formal contract. To clarify, until the Department and the successful tenderer(s) execute a formal contract there will be no legally enforceable agreement concluded between them.

7 Ethical Conduct

7.1 Corruption or Unethical Conduct

- 7.1.1 The tenderer must comply with the requirements of the [NSW Department of Education and Communities Business Ethics Statement](#), which is available at the link below and must disclose any conflicts of interests in the Response.
- 7.1.2 If the 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 Department, or the NSW Government in connection with this RFT or a submitted tender;
 - b) committed corrupt conduct in the meaning of the *Independent Commission Against Corruption Act 1988*; or
 - c) a record or alleged record of unethical behaviour; or not complied with the requirements of NSW Department of Education Business Ethics Statement available at: <https://www.det.nsw.edu.au/media/downloads/doingbusiness/statement.pdf>
- this may result in the tender not receiving further consideration.
- 7.1.3 The Department may, at its absolute discretion, invite a relevant tenderer to provide written comments within a specified time before the Department excludes the tenderer on this basis.
- 7.1.4 If the Department becomes aware of improper conflict of interests of a successful tenderer after the Contract has been signed, then the Department reserves the right to terminate the Contract.

8 Disclosure of information

8.1 Disclosure of information obligations

- 8.1.1 Following the Department's decision, the tenderer will be notified in writing of the outcome of its tender(s).
- 8.1.2 Details of this RFT and the outcome of the tender process may be disclosed if required in accordance with the *Government Information (Public Access) Act 2009* (NSW) and the Premier's Memorandum 2007-01. An outline of these requirements can be found in <http://www.nswprocurement.com.au/Tenders/Disclosure-of-Information.aspx>

8.2 Exchange of Information between Government Agencies

- 8.2.1 Lodgement of a tender will itself be an authorisation by the tenderer to the Department 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.

- 8.2.2 The provision of the information by the Department 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 Department 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
- 8.2.3 To clarify, 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*.
- 8.2.4 Lodgement of a tender will be an authorisation by the tenderer to the Department to collect such information from third parties, and to use and exchange such information in accordance with this section 8.2.

9 Complaints Procedure

It is the NSW Government's objective to ensure that everyone is given every opportunity to win Government contracts. Should any entity feel that it has been unfairly excluded from participating or unfairly disadvantaged by, it is invited to write to:

Chief Procurement Officer
Procurement Solutions Directorate
NSW Department of Education
Level 8, 259 George Street
Sydney 2000

3 –DICTIONARY

Unless the context indicates otherwise, the following terms, where used in this RFT, have the meanings set out below.

Aboriginal Businesses	Is defined in NSW Procurement Board Direction 2013-12 as being one which: <ul style="list-style-type: none">• is certified as an Indigenous business by Supply Nation (formerly the Australian Indigenous Minority Supplier Council), or• is certified as an Indigenous business by the NSW Indigenous Chamber of Commerce, or• meets the definition of an Indigenous business under the definition used in the Australian Government's Indigenous Opportunity Policy (the Indigenous Opportunities Policy currently defines an Indigenous business as a business that has an ABN and 51 per cent Indigenous ownership).
Addendum	means an addition to this RFT made by the Department before the Closing Time and Date.
Alternative Response	a Non-Conforming Response that is intended to offer a different method of meeting the object and intent of the Requirements.
Australian Disability Enterprises	are defined on the NSW Procurement procurepoint site as commercial businesses that provide employment for people with a disability. They have been included in a register through an order made by the Minister for Disability Services. The register is maintained by National Disability Services (NDS) and details of the businesses on the register can be found on the National Disability Services website .
Closing Time and Date	means the closing time and date for receipt of tenders specified in the Key Dates.
Conditions	means Part A of this RFT
Department	means the State of New South Wales by its Department of Education
Deliverables	means the goods or services sought under this RFT, as detailed in the Requirements.
Key Dates	means the dates set out in items 3 to 7 of Subpart 1 of the Conditions
Non-Conforming Response	means a response that does not conform in all aspects to all mandatory requirements in the Requirements or the Contract.
Requirements	means the detailed description of the goods and services contained in Part B.
Response	means the response document to be completed by the tenderer contained in Part C.
RFT	means this request for tender (including any Addenda)
Small and Medium Enterprises	are defined in the NSW Government small and medium enterprise policy framework as enterprises from NSW, other states and territories of Australia and New Zealand, with up to 200 full-time equivalent employees
Website	means the website found at https://tenders.nsw.gov.au/det .