Tender Offer

TENDER OFFER

NSW DEPARTMENT OF EDUCATION & TRAINING

ROSSMORE PUBLIC SCHOOL

Provision of canteen services for Rossmore Public School

Location: 631 Bringelly Rd, Rossmore NSW 2557

Period: January 2011 to December 2013
With two x 1 year options

Assistance: Further assistance regarding this Tender may be obtained from Anne Webb, Principal on telephone number (02) 9606 5551

Lodgement of Tenders: Tenders must be enclosed in duplicate in a plain envelope and endorsed as follows, "Tender for Operation of Canteen".

Closing time and date: 3.00 pm Friday 17 December, 2010

Delivery and postal address: Tender Box Administration Office, Rossmore Public School 631 Bringelly Rd ROSSMORE NSW 2557
1. **Canteen requirements**

   NSW Department of Education & Training is seeking proposals from caterers, contractors and other interested parties from the food and catering industry for the provision of the School Canteen Services as defined in the Licence Agreement at [insert name of school].

2. **Tender briefing and site visit**

   Tender briefing and a site visit will be held on Thursday 9 December, 2010 at 2.30pm at Rossmore Public School to discuss all aspects of this Tender and to inspect the site. It is desirable that all prospective Tenderers attend the briefing in order to fully acquaint themselves with the Tender requirements and site.

   Tenderers should notify Administration Office on (02) 9606 5551 by 4.00 pm on Tuesday 7 December, 2010 of their intention to attend.

3. **Clarification of the Tender**

   Up to the Tender lodgement date Tenderers may seek clarification in relation to any aspect of the Tender. Where clarification to one Tenderer provides significant information about the Tender this information will be sent, if practical, to all other potential Tenderers.

4. **Lodgement of Tenders**

   4.1 Tenders addressed as specified on page 1 will be received until the closing time and date shown on page 1 of this Tender Offer.

   4.2 Late Tenders are normally not considered for acceptance.

   4.3 Tenders received through the post will be deemed late unless the envelope bears an Australia Post postmark clearly indicating that the time and date of posting was prior to the stipulated time and date of closing. The imprint of a privately operated franking machine will not be accepted as evidence of time and date of posting.

5. **Further information**

   Any request by a prospective Tenderer for further information regarding the Tender should be directed to:

   Anne Webb  
   Principal  
   Rossmore Public School  
   631 Bringelly Rd  
   ROSSMORE  NSW  2557  

   Telephone:  (02) 9606 5551
6. **Alterations and erasures**

Any alteration or erasure in the Tender response must be initialled by the Tenderer.

7. **Guarantor**

It will be a condition of acceptance of the Tender that the directors of the Tenderer, if a company, except a company listed on the Australian Stock Exchange, guarantee jointly and separately the performance of the company under the Licence Agreement. The names and residential address of each guarantor must be supplied in the Tender response.

8. **Selection criteria**

8.1 The selection criteria to be used in the evaluation of Tenders will include the following:

(a) The capacity, qualifications and previous experience of the Tenderer in providing a similar service.

(b) The qualifications and previous experience of the staff who will be employed to work in the canteen*.

(c) The resources of the Tenderer to support the service, hours and period of operation.

(d) The proposed foods to be offered (which must be in accordance with the NSW Healthy School Canteen Strategy as published from time to time by the NSW Department of Education & Training and the NSW Department of Health) including value for money of the proposed service.

(e) Any proposed plan for working with the School management to maximise the effectiveness of the operation of the canteen.

(f) Tendered licence fee rates for the first year under the Licence Agreement.

(g) Degree of compliance with the Tender terms and conditions.

(h) Quality of any reference.

(i) The financial capability/stability of the Tenderer.

(j) Apparent understanding of operational requirements.

*Note:* Information on qualifications and experience for any new employee is to be provided to the Principal for approval prior to their employment.
8.2 The School reserves the right to consult any nominated referees and any appropriate authorities to satisfy itself as to the suitability of the Tenderer.

8.3 A Tenderer may be required to attend at the School to make a presentation in support of its Tender.

8.4 The lodgement of a Tender will be taken as an acknowledgment and acceptance by the Tenderer that the School may wish to inspect the current operations of the Tenderer. Reasonable notice will be provided to the Tenderer of any proposed inspection which must be carried out between 9.00 am and 3.00 pm Monday to Friday.

8.5 NSW Department of Education & Training is not bound to accept any tender.

9. Disclosure of Information

9.1 NSW Department of Education & Training will comply with any policy of the government of New South Wales to disclose details of its contracts and may publish the following information about a contract awarded under this Tender:

   (a) details of the contract including the period of the contract;
   (b) the full identity of the successful Tenderer including details of any relevant ownership;
   (c) prices and licence fee accepted under the Tender;
   (d) any significant evaluation criteria and weightings used in the assessment of the Tender.

9.2 NSW Department of Education & Training will not disclose any of the following information about any contract awarded in response to this Tender unless the Tenderer agrees, or the release is authorised under the Freedom of Information Act 1989 or is otherwise legally required:

   (a) the financing arrangements of the Tenderer;
   (b) the cost structure or profit margins of the Tenderer;
   (c) any other matter where disclosure would place the Tenderer at a substantial commercial disadvantage with its competitors both at the time of entering into the Tender and any later date when it would be an effect on future competitive arrangements.
9.3 NSW Department of Education & Training may publish the identities of all Tenderers but will not disclose other information included in an unsuccessful Tender unless the Tenderer agrees or the release of the information is authorised under the Freedom of Information Act 1989 or is otherwise legally required.

10. **Tenderers to inform themselves**

Tenderers shall be deemed to have:

(a) Examined the Tender documents and any other information made available in writing by the School to Tenderers for the purpose of Tendering;

(b) Examined all information relevant to the risks, contingencies and other circumstances having an effect on their Tender which is attainable by the making of reasonable enquiries; and

(c) Satisfied themselves as to the correctness and sufficiency of their Tenders and that their Tendered price covers the cost of complying with all the conditions of the Tender and of all matters and things necessary for the due and proper performance and completion of the canteen services as specified in the Licence Agreement.

11. **Tender validity period**

It is a condition of the Tender that the Tendered offer remains valid for acceptance for a period of 4 months from the deadline for lodgement of Tenders.

12. **Information to be provided with Tender response**

The following must be submitted:

(a) This Tender in duplicate duly completed and duly signed;

(b) Business profile and Trade references of the Tenderer;

(c) Financial statements of the Tenderer;

(d) Full details of the variety of food to be offered and its nutritional value (which must be in accordance with the NSW Healthy School Canteen Strategy as published from time to time by the NSW Department of Education & Training and the NSW Department of Health) together with sample menus with pricing (inclusive of GST);

(e) Details of pricing and pricing policy;

(f) Details of any discounts that may be offered to purchasers;

(g) Details of strategies to maintain equipment in good working order and repair;

(h) Details of a hygiene plan and training programme for the canteen;
(ji) Details of the proposed licence fee (exclusive of GST) to be paid for the first year under the Licence Agreement;
(j) Proposed staffing numbers to run the canteen;
(k) Sufficient details to enable the Committee to assess each tender against the selection criteria in Item 8.1 of the Tender Offer.

13. **Execution of formal agreement**

The successful Tenderer must, upon being notified by NSW Department of Education & Training of the acceptance of the tender, return to {insert details} within 7 days of their receipt:

(a) The Licence Agreement in duplicate duly signed by the Licensee and any guarantor, and if liable for stamp duty, duly stamped by the Office of State Revenue;
(b) A duly signed Section 16(3) Certificate under the *Retail Leases Act, if applicable*; and
(c) The duly signed Disclosure Statement;

And must forward with those documents:

(d) A cheque for the security deposit or bank guarantee as required under the Licence Agreement where applicable;
(e) A cheque for the legal costs, if any, of the Licensor in accordance with a tax invoice to be furnished and in accordance with the provisions of the Licence Agreement; and
(f) A certificate of insurance for the cover required under clause 24.3 of the Licence Agreement.

14. **Declaration by Tenderer**

The undersigned hereby:

(a) Tenders and offers to provide the School Canteen Services upon and subject to the conditions set forth in the Tender reply;
(b) Acknowledges the terms and conditions of the Licence Agreement to apply to the premises as set out in the Licence Agreement attached to this Tender;
(c) Acknowledges the matters set out in the Disclosure Statement attached to this Tender;
(d) Acknowledges that if the Tender is accepted then within 7 days of the receipt of notification of acceptance there must be compliance with clause 13 of this Tender.
Date:

Signed:………………………………………………

**Details of Tenderer**

1. Trading name:

2. Australian Business Number:

3. Full name of the proprietor of the trading name:

4. The registered business address of the Tenderer:

5. Postal address of Tenderer:

6. Telephone:

7. Facsimile:

8. e-mail address:

9. Name of contact person:

10. Name and address of each guarantor

11. If a company, details of shareholding