



Tender documentation

Part A

Conditions of Tender

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Procurement process

This procurement process does not give rise to or amount to a process contract whether a tender is submitted in response to this Invitation or not. (A process contract means a contract about the tendering process.)

After considering any tenders submitted in accordance with these Tender Rules, CCI will decide whether or not to enter into negotiations with one or more preferred tenderers.

Procurement Documents

There are 4 Parts to the CCI Procurement Documents;

| Part | Title | Purpose |
|-------------|---------------------------|---|
| Part A | Conditions of Tender | Describes the CCI tender process |
| Part B | Statement of Requirements | Describes the goods or services required by CCI |
| Part C | Response | Is the template for your response to the CCI tender |
| Part D | Draft Contract | Is the proposed Agreement which will establish the purchasing arrangements for the goods and services required by CCI |

Contact person

The only person authorised by CCI to communicate with you is the Executive Officer CCI Group Purchasing. Therefore, you cannot rely on communications with any other person. Any communication with the Executive Officer CCI Group Purchasing is to be in writing or by email and addressed to the Executive Officer CCI Group Purchasing.

Please nominate your contact person for your tender at the time of submitting the tender.

Briefings and site visits

If CCI considers it necessary, CCI may conduct one or more briefings or site visits to the tenderer's premises, in relation to this process.

CCI will advise in the Invitation to Tender if the tenderers attendance at a briefing or site is a pre-requisite for submitting a compliant tender.

CCI may also require a Tenderer to attend a site for the purpose of examining the requirement prior to tendering.

Clarification

A respondent is able to seek clarification of any matters relating to this RFT by directing all enquiries to the Contact Person, until the Last Queries Date.

The Last Queries date shall be 5 working days prior to the closing date for this RFT.

You may expect that in response to a query submitted before that date CCI will either provide an answer or provide written notice that no answer is given.

CCI reserves the right to inform all other tenderers of the question or matter raised and the response given, but may at its discretion choose not to do so.

Format, content and submission of tender

CCI expects that the tender response:

- will be complete
- will use the any response templates provided by CCI;
- will be in English and be appropriately endorsed by an authorised officer of the tenderer;
- will quote prices in Australian dollars;
- will quote prices that are exclusive of GST and, in relation to GST, will state where GST is applicable and shall show that amount separately; and
- Will comprise one copy in electronic format in both Microsoft MSWord (2003 or 2007) **and** .pdf format.
- This electronic format can be submitted by E-mail for RFT responses with a total file size of less than 500Mb. If your RFT electronic response total file size is greater than 500Mb, then it must be submitted by delivery to CCI on a CD, DVD, or on a USB memory stick.

A tender will be considered to have been delivered when an accessible and readable copy is received complete at the address specified in the Invitation to Tender, whatever the mode of delivery.

Tenders may be posted or couriered, but Tenderers take the risk of any loss or delay in the course of the post or delivery. E-mailed tenders will be deemed to have been received at the time of completion of the download to CCI at admin.cci.org.au.

Statement of Compliance

Tenderers should respond to each clause of the Statement of Requirements and the Draft Contract unless Tenderers are required to complete a questionnaire, or an electronic Invitation Offer that requests the same information, in which case it is not necessary to duplicate the information to comply with this clause.

- Incomplete Offers (i.e. failing to address all clauses in the Statement of Requirements and Draft Contract) may be disqualified or assessed solely on the information received in the Offer.
- Respondents may group clause numbers to indicate their compliance, for example clauses 1 to 6 'complies'.
- Where there is no response to any conditions of the Invitation, Tenderers may be deemed not to comply with the stated requirement. Where Tenderers are unwilling to accept a condition, the non-acceptance must be clearly stated. Prominence must be given to the statement. It is not sufficient that the statement should only appear as part of an attachment to the Offer, or be included in a general statement of the Tenderer's usual operating conditions.
- All items, features, functions etc., specified in this Invitation should be regarded as mandatory requirements unless explicitly identified as otherwise. However, a Tenderer may submit an alternative proposal provided that it is clearly identified as "Alternative - non complying" wherever it fails to comply with the Invitation and provided that supplementary material (including associated prices) accompanies it which demonstrates in detail that such an alternative will fully achieve all the functions required by the Invitation together with any additional features which may be advantageous to CCI or its Members.

Consortium responses

If tenderers submit a tender in conjunction with any other person, or with the intention of acting in future in conjunction with any one or more other persons ('group members') in relation to this process the following applies:

- CCI expects that tenderers will include in their tender a description of the proposed legal structure and relationships that are proposed between tenderers and group members for the purpose of the supply of services to CCI.
- CCI expects that tenderers will nominate one person as the preferred contact person for their company and all group members.

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Presentation by Tenderers

CCI may request you to make a presentation of your tender but need not make the same request of all tenderers.

Probity and publicity

CCI expects that you will:

- declare any actual or potential conflict of interest
- not seek to employ or engage the services of any person who has a duty to CCI as an adviser, consultant or employee in relation to this process;
- not collude with any potential tenderer;
- comply with all laws in force in South Australia applicable to the process including the *Trade Practices Act 1974 (Cth)*;
- disclose whether acting as agent, nominee or jointly with another person and disclose the identity of the other person;
- not offer any incentive to, or otherwise attempt to influence, any employee of CCI or any member of an evaluation committee at any time. and
- not make any news releases or responses to media enquiries and questions pertaining to this process without CCI's written approval.

If you act contrary to these expectations, CCI reserves the right (regardless of any subsequent dealings) to:

- terminate negotiations;
- terminate consideration of your tender; and
- terminate any contract between you and CCI in relation to the Project without any obligation on CCI to make any payment to you.

Reservation of rights

CCI reserves the right to:

- invite any person or entity to submit a tender;
- extend the tender closing date;
- vary the Statement of Requirement and/or the Specifications at any time, subject to CCI first giving each Tenderer the opportunity to respond to the variations;
- allow a Tenderer to change its tender if the same opportunity is given to all Tenderers;
- consider a tender submitted other than in accordance with these Tender Rules;
- consider an incomplete tender;
- abandon this tender process at any time;
- clarify any aspect of a tender after the tender closing date;

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- seek the advice of external consultants to assist CCI in the evaluation or review of tenders;
- make enquiries of any person or entity to obtain information about the Tenderer and its tender;
- seek information from, or negotiate with, one or more Tenderers after the evaluation of tenders;
- negotiate with a Tenderer for the provision of any part of the requirement, and to negotiate with any other Tenderer with respect to the same or other parts of the requirement, and to enter into one or more contracts for all or any part of the requirement;
- enter into negotiations with any other person or entity who is not a Tenderer;
- discontinue negotiations at any time with any Tenderer; and
- propose, revised or replacement contract terms at any stage in this procurement process in substitution for or in addition to the terms and conditions included

Principal's expectations

CCI expects that if you submit a tender:

- you have the necessary skills, knowledge and experience to comply with the Requirements and Specifications described in of this invitation;
- you have fully informed yourself of all facts, and conditions of all things relating to this process and the Requirements;
- all prices you submit will be firm (unless otherwise specifically indicated).

Tenderer's expectations

You may expect that CCI will:

- preserve the confidentiality of your confidential information (subject to the following rule concerning confidentiality);
- afford every tenderer the opportunity to compete fairly;
- handle a late tender in accordance with the CCI Late Tenders Policy;
- subject to CCI's right to terminate this Process, consider a tender which is submitted in accordance with these Rules by a tenderer who has:
 - complied with CCI's expectations as to probity;
 - provided the information required in this stage of the procurement process as set out in this Invitation and
 - co-operated with any requirements of the evaluation team for site visits, clarification and information.

Confidentiality

You and CCI may disclose information to any consultant engaged for the purpose of this process if the consultant is required to preserve the confidentiality of that information.

Information supplied by or on behalf of CCI is confidential to CCI and you are obliged to maintain its confidentiality.

Although CCI understands the need to keep commercial matters confidential in appropriate circumstances, CCI reserves the right to disclose some or all of the contents of your tender as a consequence of a requirement for CCI or a Member to meet any legal obligation. Any condition in a tender that purports to prohibit or restrict CCI or a Member's right to make such disclosures cannot be accepted.

Copyright

By submitting a tender, you will be taken to:

- license CCI to reproduce for the purposes of this procurement process the whole or any portion of the tender despite any copyright or other intellectual property right that may subsist in the tender; and
- transfer ownership in the documents and any other materials constituting the tender to CCI.

Warning – CCI or Member supplied information

CCI makes no promise or representation that any factual information supplied in or in connection with this process is accurate. Information is provided in good faith. Tenderers may request the contact person to address the degree of accuracy that can be expected of particular items of information. Any such request should:

- be made before the last queries date
- specify the item of information of particular interest
- explain why a level of accuracy in that information is material to your decision to submit a tender; and
- explain what level of accuracy would assist in your decision

On receiving such a request CCI will determine in its absolute discretion if and to what extent it will assure any level of accuracy of the identified information or provide any requested additional information.

Warning - third party supplied information

CCI does not warrant the truth or accuracy of material (source material) that is expressed to be provided by a third party. Accordingly tenderers should independently verify third party provided

source material and rely only upon their own opinions interpretation or conclusions based on source material.

Cost of preparation of tenders

You are responsible for the cost of preparing and submitting your tender and all other costs arising out of the process.

Environmental care

Tenderers are encouraged to develop products and processes with due regard for environmental considerations. Environmental care involves the conservation of resources and raw material, giving priority to value-added products and services, energy efficiency, production of multiple use products, use of recycled materials, and reduction of both waste and waste disposal costs.

Tenderers are encouraged to demonstrate their environment care initiatives and the implementation of an AS/ANZ 14001:2004 compliant Environment Management System.

Occupational Health, Safety and Welfare

The contractor selected (if any) is required to comply with the Occupational Health, Safety and Welfare Act 1986 and the Occupational Health, Safety and Welfare Regulations 1995. The tenderer may be required to provide evidence of OHS&W management records and systems on request by CCI.

Tenderers are encouraged to demonstrate their compliance with Occupational Health Safety and Welfare obligations and the implementation of an AS/ANZ 4801:2000 compliant Occupational Health Safety and Welfare System.

Quality Management System

Tenderers are encouraged to improve the likelihood that goods and services will conform to requirements and reduce the risks of non-conformance by the implementation of an AS/ANS ISO 9001:2000 Quality Management System.

Tenderers are encouraged to demonstrate their Quality Management initiatives and the implementation of an AS/ANS ISO 9001:2000 compliant Quality Management System.

Equal opportunities

Tenderers are encouraged to ensure that all members of the community and employees are treated fairly and equally in the field of their work. Tenderers are encouraged to demonstrate their Equal Opportunities initiatives and the implementation of an Equal Opportunities Policy.

Disclosure of CCI contracts

Tenderers are to be aware that if a contract is entered into, CCI may disclose the successful Contractor's name in either printed or electronic form either generally to the public or to a particular person as a result of a specific request.

Allocation of risk - liability

CCI expects that there will be no limitation of liability in any contract, which may result from this Invitation to Tender.

You are required to state whether you are prepared to agree with CCI's position or not.

If you are not prepared to agree with CCI's position then you must include in your tender full details of the position on limitation of liability that you propose.

Any details provided by you in response to this requirement will be taken into account in evaluation of your tender.

The following prescribed heads of liability must not be limited:

- for personal injury including sickness and death;
- for loss of or damage to tangible property;
- for infringement of intellectual property rights;
- for any liability to a third party arising from any negligent or wrongful act or omission of the supplier, its employees, agents or subcontractors, or arising from any breach of the supplier's contractual obligations to the public authority;
- for an intentional tort;
- for a breach of trust; and
- for fraud or dishonesty.