



HealthShare NSW is a Business Unit of NSW Health

HealthShare NSW invites this proposal for and on behalf of the
Western Sydney Local Health District

**Request for Proposal
Part 1 – OVERVIEW, and
TERMS AND CONDITIONS**

**Proposal Name:
WSLHD_183778**

Managed Service for Sterile Fluids and Compounding

RFP Issue date: Tuesday 2nd April 2019

RFP Closing Date and Time: Friday 10th May 2019 at 2:00pm AEDT

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Lodgement: Tenders must be submitted electronically to the health
eTendering box located at <https://tenders.nsw.gov.au/health>

PLEASE NOTE: FACSIMILE, E-MAIL AND LATE OFFERS MAY NOT BE ACCEPTED

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For the purposes of this RFP, inquiries should be directed to the Contact Officer nominated in Part 1 of this RFP.

Other matters should be directed to:

Diane Reeves

Category Manager

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Goods & Services Request for Proposal, Part 1 – Overview, and Terms and Conditions of Proposal

WSLHD_183778 – Managed Fluid Services

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REQUEST FOR PROPOSAL - PART 1 - OVERVIEW, and TERMS AND CONDITIONS OF PROPOSAL

1 Outcome

This Request for Proposal (“RFP”) is made by the Western Sydney Local Health District (WSLHD) (the “Principal”) for the supply to nominated sites of the Deliverables defined in the Scope of Work of this RFP.

The primary objective of this activity is to establish a managed service for certain sterile fluids and compounding products. The service must effectively, efficiently and sustainably manage products within scope. Suppliers are to propose how the service may be achieved within the NSW Health commercial framework. Products within scope of a state contract will continue to be managed subject to those respective contracts, or added to the relevant state contract. The managed services will be within scope of a new Deed with the successful supplier, in addition to goods which do not have an applicable State contract.

2 Objectives

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

- Implement a managed service to distribute products from the stock point to the point of use within hospital facilities;
- Acquire Deliverables which are commercially competitive;
- Third party compounding of some medicinal compounded materials;
- Reduce the total cost of the Deliverables;
- Establish a sustainable partnership between WSLHD and the successful Proponent(s) to deliver quality Deliverables;
- Achieve best practice through continual review of delivery methods by Key Performance Indicators (KPIs);
- Effective management of risks;
- Compliance with all applicable laws, standards, codes and policies; and
- To drive automation in procurement for greater efficiency and information management.

Key outcomes include:

- Introduction of managed service to nominated sites, more efficiently and effectively than currently provided by the respective site’s existing capability;
- Near time delivery or optimal delivery of products within scope to respective wards, including any relevant storage locations;
- Achieve high level of customer satisfaction with the respective delivery locations;
- Bulk sterile fluid distribution and specialty compounding services will integrate with other aspects of the pharmacy supply chain
- Enhance procurement processes and systems for more effective and efficient delivery of products within scope;
- Provide better reporting to determine trends and usage patterns of a selection of bulk sterile fluids, specialty compounding services and related products;
- Transactional and financial reports in an agreed format provided within 7 days from the end of each month ; and
- Consolidated invoices to each Hospital to reduce invoice processing costs.

To achieve these objectives and the desired outcomes, the Principal will also consider the merits of all the offers that are finally selected providing value in the following ways:

- Single or Multiple suppliers of goods and/or services;
- Increasing or decreasing products within scope;
- Leverage existing State Contracts for products within scope, both to support the management of the proposed managed service for WSLHD and to deliver value back to the respective State Contract for the benefit of all Eligible Customers of that NSW Health State Contract;
- Open price book approach for compounded products with additional discounts offered if applicable; or
- Provide volume discounts for additional value, where applicable.

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 with WSLHD
- (b) The new managed service model reducing the cost of the service to WSLHD via:
 - Reduction in prices paid through consolidation of purchased goods;
 - Reduction in write-offs from 'Out-of-Date' stock;
 - Reduction in overall inventory levels,
 - Redeployment of pharmacy aides from managing distribution into pharmacy related work;
 - More effective space utilisation in pharmacy stores; and
 - Net improvement in efficiency and effectiveness of storage and distribution of products within the scope.
- (c) Leverage State Contract arrangements, for ease of management of products within scope for WSLHD,
- (d) Obtain lower prices for products awarded on State Contract for other Eligible Customers under a State Contract and to increase the range of products available under a State Contract;
- (e) Provide better reporting to determine trends and usage patterns of bulk sterile fluids, specialty compounding services and related products; and
- (f) Integrate bulk sterile fluid distribution and specialty compounding services with overall medicines optimisation.

4 Business Overview and Scope of Work

4.1 Western Sydney Local Health District (WSLHD)

Western Sydney Local Health District (WSLHD) is a leader in clinical services, research and education providing a diverse range of public healthcare to more than 946,000 residents in Sydney's west, and responsible for delivering and managing \$1.7 billion in public healthcare across more than 120 suburbs spanning 780 square kilometres in the Blacktown, The Hills Shire, Cumberland and Parramatta local government areas (LGAs).

Four of the public hospitals within WSLHD are within scope of the RFT for the proposed managed service model, including Westmead hospital, Auburn, Blacktown and Mount Druitt. (Note: Cumberland hospital is not within scope of the RFT). However, access to specialty compounded products and related services may be provided to Cumberland and other health services within the district to ensure a robust, sustainable, effective and efficient service to patients.

WSLHD is one of the fastest growing areas in New South Wales, with expansions of hospital beds for Westmead and Blacktown planned or in progress. The planned expansion of Westmead and Blacktown hospitals is approximately 20% at each site in the next couple of years.

4.2 Scope of Work (Deliverables)

4.2.1 Managed Services Scope

Distribution of medications from the pharmacy departments within WSLHD is currently performed by pharmacy aides from the respective departments. Upon review of the duties of these aides, WSLHD has determined that the work can be conducted by a different category of resource and has decided to make use of the opportunity to consider a managed service provided by a third party rather than continue to perform the services in-house.

The primary purpose of this RFP is for respondents to propose a service for the storage and distribution of medications within scope (see section 4.2.2 Product Scope) through each of the nominated sites (see section 4.2.3 Site Scope).

WSLHD seeks to optimise inventories, reduce costs, achieve a fast payback on its bulk sterile fluids, specialty compounded medicines and related products, and ensure a safe, efficient and sustainable service. Details about how the service may be performed and managed are not prescribed, but the following principles have been identified as necessary criteria for the service:

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1. Demand is to be linked to supply to minimise inventory levels at the desired level of service;
2. Reduce error amplification and delay effect of supply chains thereby improving trust and confidence in the supply chain performance;
3. The true fully absorbed cost of supply to the point of use will require integrated logistics and financial control;
4. Cost and service optimisation will be undertaken across the integrated supply chain and include WSLHD facility management and the supplier;
5. Demand information is to be shared with minimal distortion to improve WSLHD service and relationship management;
6. Synchronising supply and demand is critical to the service and cost objectives in the medium term to synchronise capacity and usage patterns; and in the short term to drive supply chain activity on the basis of patient demand thereby increasing the speed and lowering cycle times from need generation to fulfilment;
7. The optimised decoupling points should be as far up the supply chain as can be achieved;
8. Reliable and flexible operations are critical to the bulk sterile fluids, specialty compounding service and related products supply chain and to ensure accurate information is viewed;
9. Supply chain infrastructure and capacity must be managed strategically;
10. Managed Fluid Services, specialty compounding services, related products and their introduction and cessation will be part of supply chain management;
11. A guaranteed service contingency for emergency access to the products listed in Schedule 1, and for the management of out of stocks must be built into the proposal to ensure that the supply chain is not compromised.
12. Communication arrangements for product recalls and safety alerts must be managed in accordance with the Uniform recall procedure for therapeutic goods (URPTG) and WSLHD policies and procedures.
13. The Managed Fluids Service must comply both with NSW Health policies and procedures and WSLHD local policies and directions.

Indicative Key Performance Indicators (KPIs) should be proposed by the respondent, representing the managed services proposed and typical within the industry. Such KPIs should include, as a minimum, indicators of success for delivery, invoicing, stock holdings and waste. Consideration should also include customer satisfaction indicators, in anticipation of provision of the service in the context of delivery of care for patients within award. For example, customer satisfaction in the context of the impact of the service within a ward in relation to storage and distribution of medications which are not in scope of the managed service (there should be no increase in the replenishment rates of these medications within a ward). Additionally, there should be no increase in waste or additional costs attributable to the managed service, impacting the ward or standard of care provided to patients within the hospitals.

WSLHD is committed to the use of leading practices for timely access to specialty compounding services and related pharmaceutical products and service. This includes commercial partnership(s) to distribute bulk sterile fluids to the point of use at its hospital facilities. WSLHD has high expectations of the successful respondent to provide a cost efficient quality service.

The successful supplier(s) will be responsible for workers compensation for their resources, professional indemnity insurance and payroll tax provisions, and cooperate with WSLHD in relation to any security or health related requirements as deemed necessary by WSLHD. This includes but not limited to a National Criminal and Working with Children Record Checks. In the event WSLHD requests the removal of a resource from site, the successful supplier is responsible for ensuring that resource does not return to any of the sites within scope for delivery of service.

Infrastructure upgrades in WSLHD facilities to support Managed Fluid Services would be undertaken by the supplier and is not limited to the rejuvenation of storage locations if appropriate i.e. appropriate shelving and racking, refrigeration, storage lockers and cupboards and delivery vehicles. Such upgrades would need to be approved by WSLHD before changes made.

This infrastructure is to be provided by the supplier and billed through agreed monthly service fees, if relevant, with it to become the property of WSLHD after the five year term of the contract. It is noted that the monthly fees may extend beyond the duration of the distribution contract for this purpose.

4.2.2 Product Scope

Products within scope are characterised by the six (6) categories identified below, with the respective sub-categories and references to State Contract categories in Part 2B of this RFP.

Category 1a and 1b:	Intravenous fluids
Category 2:	Irrigation fluids
Category 3:	Infusor devices
Category 4:	Dialysis fluids
Category 5:	Parenteral Nutrition
Category 6:	Specialty compounding (on demand)

Only products that fit within these six categories (6) will be considered, although further subcategories identified in Part 2B may be offered.

Products must comply with the specifications of the respective State Contract, whether awarded on that State Contract or not. These specifications include compliance with relevant Australian Standards and registration with the Australian Register of Therapeutic Goods (ARTG). Any product within scope of State Contract must be registered by the closing date of this RFP.

Exceptions may be provided for products out of scope of State Contract, on the basis that such products are within scope of the specifications identified in Part 2B of this RFP or subject to a separate agreement with WSLHD. For the avoidance of doubt, this is anticipated to include compounding products and Schedule 5A products managed under a contract with WSLHD.

Capability to supply the whole range is not a requirement of this RFP, though preference may be given to respondent(s) with a broader range of product categories or sub-categories. Potential Respondents may submit a response for several products within one category or across multiple categories, though must demonstrate how value is achieved in the context of a managed service.

4.2.3 Site Scope

The following sites are within scope of the managed services:

Westmead Hospital

Cnr Hawkesbury Road and Darcy Road
Westmead NSW 2145

Auburn Hospital

Hargrave Road
Auburn NSW 2144

Blacktown Hospital

Blacktown Road
Blacktown NSW 2148

Mount Druitt Hospital

75 Railway Street
Mount Druitt NSW 2770

The following site is outside of scope of the managed services:

Cumberland Hospital

1-11 Hainsworth Street
Westmead NSW 2145

However, this does not exclude compounding services to be conducted offsite for delivery to this site at a later time.

4.3 Contract Framework and Duration

4.3.1 Interoperation with other contracts

4.3.1.1 The Proposed Agreement which is in the form of a Deed of Agreement (RFP, Part 3, and (Deed)) is between the Principal and the successful Proponent(s). The scope of subject matter in this Deed may include:

- the Managed Services
- products currently on a State Contract,
- products that are unawarded on a current State contract and
- products which are not under a State Contract.

4.3.1.2 Products within scope of a State Contract will continue to be managed in accordance with the State Contract or added to the State Contract for the benefit of all Eligible Customers.

4.3.2 Contract Duration

4.3.2.1 The Proposed Agreement is envisaged for a term of five (5) years.

4.3.2.2 Products currently within a scope of a State Contract or subsequently added to a State Contract will operate for the term identified within the respective State Contract.

4.4 Current Expenditure, Volumes and Expansion Plans

4.4.1 Current Expenditure

The current expenditure incurred by WSLHD for the procurement of the Deliverables is approximately \$8 million per annum. This amount is provided for information purposes only and does not constitute a guarantee of future spend through the term of the Agreement.

4.4.2 Product Volumes

Attachment 1 includes historical volumes for the product categories within scope, based on purchase volumes for from 1st July 2017 to 30th June 2018. These volumes are indicative only and provided as a guide to assist interested parties in the preparation of their submission. No assurance is provided for the correctness or completeness of this information for forecasting purposes, or that past volumes represent future volumes.

4.4.3 Site Expansion

Significant redevelopment and expansion works are currently in progress across WSLHD, including hospitals at Westmead, Blacktown and Mt Druitt. Indicative volumes and service requirements may change during the duration of this contract due to either a change in activity or clinical practice. Respondents are required to indicate how their service may change and how better value may be achieved as the hospitals grow.

4.5 Engagement of Additional Suppliers

4.5.1 The Principal reserves the right to appoint more than one Suppliers under the Proposed Agreement.

4.5.2 The Principal further reserves the right conduct a supplementary tender for the purpose of increasing the number of suppliers or Categories (or closely related categories) covered by this RFP, but not today included in this Agreement. Evaluation criteria for such supplementary tenders will be similar to those used to evaluate this Request for Proposal .

4.5.3 The Principal reserves the right to source an additional intake of New Products being considered and accepted from additional Proponents regardless of Category covered by those Proponents as long as the Deliverables meets the wider requirements of the Proposed Agreement or State Contract.

4.6 NSW Government Requirements

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- 4.6.1 The successful Proponent must comply with NSW Government procurement policy, and Standards listed in Schedule 2 of Part 3 (Deed).

5 RFP Structure

This RFP comprises the following parts and additional materials:

Part 1 - Overview, and Terms and Conditions of the RFP

A summary of main outcome, objectives, requirements, scope and expectations for this RFP, including the terms, conditions and processes governing the tender phase of the RFP.

Part 2 – Proposal Response

The response documents are separated in to separate sub-parts, including **Part 2A** (Proposal Response Sheet), **Part 2B** (Product and Pricing Schedule) and **Part 2C** (Managed Services Proposal) which are required by the Principal to evaluate the Proponents' offers. Responses for Part 2A, 2B, 2C are to be completed and submitted by the Proponent in an electronic format in accordance with this RFP.

Part 2B is to include all of the products proposed within scope of the managed service, including products within Scope of State Contract,

Part 2C is to describe the service proposed by the supplier, and to include all relevant details, assumptions and performance indicators to deliver cost efficiencies and the objectives stated in this RFP.

Part 3 - Deed of Agreement

This section contains the proposed terms of the contract to be executed between the successful Proponent(s) and the Principal for the managed services and any goods to be included which are not governed by a State Contract. The Deed is to be updated with relevant subject matter from this RFP and the successful Proponent's response, including technical specification, service levels and performance framework to form the Agreement to be executed between the successful Proponent(s) and the Principal (Proposed Agreement).

The Proposed Agreement will operate in conjunction with the respective State Contracts, with the respective State Contracts having a higher order of precedence in the event of conflict.

Part 4 - SME Opportunities Statement

The Small and Medium Enterprises Opportunities Statement identifies the suitability of opportunities of the procurement to support Australian and New Zealand (ANZ) Small and Medium Enterprises.

Attachment 1 – Estimated Usage Data

The Small and Medium Enterprises Opportunities Statement identifies the suitability of opportunities of the procurement to support Australian and New Zealand (ANZ) Small and Medium Enterprises.

6 Best Price

6.1. General

- 6.1.1 Proponents are required to provide their best prices, rates or fees with their Proposal. Whilst the Principal reserves the right to negotiate with a Proponent or Proponents pre award of any contract to the extent that this is not prohibited by NSW Government procurement policies, including the NSW Goods and Services Procurement Policy Framework, such negotiations may not occur as the Principal is not obligated to do so. Failure by a Proponent to provide its best prices, rates or fees at the Closing Date and Time may result in the Proponent not being successful.

6.1.2 Transparency

- 6.1.2.1 With respect to Contract Prices and Contract Price Variations for this RFP, the Principal requires transparency in the Proponent's pricing in Part 2 (RFP Response).

6.1.3 Contract Price Reduction

- 6.1.3.1 The Principal expects the Supplier to reduce its Contract Prices during the term of the Deed by:

- a. Continually improving delivery processes to improve efficiency;
- b. Other methods of savings identified during the Term of the Deed;
- c. Benchmarking as identified by the Principal;
- d. Presenting and adopting the NSW government electronic procurement system or any other electronic procurement systems to reduce the cost of doing business with the Principal; and
- e. Providing lower Contract Prices and discounts for large/bulk purchases.

6.1.4 Unconditional Price Requirements

- 6.1.4.1 Pricing for all products must be provided without any conditions, an 'unconditional price' per unit of measure for each good or service the Proponent would like to offer for consideration of award. All assumptions used in determining a price must be stated.
- 6.1.4.2 The 'unconditional price' must be in Australian Dollars, exclusive of GST, and include all offers or discounts which may be applied as part of the current Proposal or post tender.
- 6.1.4.3 Proponents are required to provide consistent pricing to all Eligible Customers. Any price offer made to one Eligible Customer must be made available to each and every other Eligible Customer, and not dependant on any considerations as to a patient's treatment.
- 6.1.4.4 Proponents are required to provide pricing for products without leveraging price, promise or volume from any other product, agreement, contract or service.
- 6.1.4.5 Any price requirement identified for an existing State Contract is to be maintained as part of the offer in this RFP. For the avoidance of doubt, the requirement for a 'single price' stated in the RFT for State Contract 921C is to be applied for any peritoneal dialysis products offered.
- 6.1.4.6 Any products submitted in the WSLHD Managed Fluid Service proposal will be made available to be awarded into the respective State Contract. All products awarded will continue to operate under the respective State Contract. The proposal will not supersede the products that are already on State Contract but will operate in conjunction with the Proposed Agreement.

6.2 Prices for Products within Scope

- 6.2.1 Prices for Products within Scope are to be identified in Part 2B (Products & Pricing), stated in Australian dollars and exclusive of GST.
 - 6.2.1.1 Any products within Scope of a State Contract are governed by the respective State Contract.
 - 6.2.1.2 Any products outside Scope of a State Contract are to be governed by the Proposed Agreement.
- 6.2.2 Products within scope of a State Contract must be equal to or less than the price stated at the date of the Proponent's response and on the same conditions in the respective State Contract ("Current Price").
 - 6.2.2.1 The tenderer acknowledges that any product proposed at a price less than the Current Price will be updated in the respective State Contract upon award of this RFP, for the benefit of all Eligible Customers in New South Wales.
 - 6.2.2.2 Products proposed which are on a State Contract on the date of the close of this RFP but within scope of a State Contract, may be added to the respective State Contract upon award of this RFP.
 - 6.2.2.3 Any product proposed which is not within scope of a State Contract, but within scope of a future State Contract may be added to that State Contract.
 - 6.2.2.4 Where the Proponent offers more favourable prices in the proposal for Goods specified in this agreement (for example to increase or maintain sales value), then the Proponent must make the more favourable price available to all Eligible Customers by amending the base price in existing Standing Offer Agreements (SOA) for those Goods and/or amending the State Discount Structures within the SOA with effect from the date the price is made available to the first Eligible Customer.
- 6.2.3 For products to be added to the Proposed Agreement delivery must be Free-into-Store (FIS) throughout WSLHD.

6.3 Prices for Managed Services

- 6.3.1 Prices for Managed Services are to be identified in Part 2C (Managed Service Proposal), stated in Australian dollars and exclusive of GST.
- 6.3.2 Pricing is to be inclusive of services, inclusive of all assumptions and performance requirements. All assumptions and performance measures are to be identified with the proposal.
- 6.3.3 The proposal must include forward price modelling features, for the purpose of any expansion within WSLHD or additional services which may be requested. This includes a rate card for resources on an hourly and daily rate, and include a rate for any foreseeable additional services.

7 Western Sydney Local Health District

Western Sydney Local Health District (WSLHD) is a leader in clinical services, research and education providing a diverse range of public healthcare to more than 946,000 residents in Sydney's west as well as services to those outside our catchment from specialty state-wide centres of expertise.

WSLHD is responsible for delivering and managing \$1.7 billion in public healthcare across more than 120 suburbs spanning 780 square kilometres in the Blacktown, The Hills Shire, Cumberland and Parramatta local government areas (LGAs).

One of 15 local health districts (LHDs) in the NSW Health system, WSLHD is one of the State's fastest growing areas with more than 1.3 million residents estimated by 2031.

Our community comes from diverse economic, social, and cultural backgrounds providing a fertile environment to develop and implement innovative models of healthcare, research, infrastructure and new ways of doing business.

Participation from our consumers and patients is vital to ensuring we are building and reshaping our services to meet the challenges of today and the future.

To sustain projected demand we have embarked on a multibillion dollar capital redevelopment program, and continue to research world's best practice and innovations to maintain community expectations in healthcare delivery, research and education.

WSLHD employs more than 13,000 dedicated individuals across more than 70 sites including Westmead, Auburn, Cumberland, Blacktown and Mount Druitt hospitals as well as a network of comprehensive integrated care and community-based services.



Figure 1: Map of WSLHD showing approximate position of hospital locations

8 Electronic Business

The use of NSW Government electronic procurement systems (eTendering) is a mandatory requirement under this Agreement. Proponents are encouraged to present similar electronic solutions that can further support expanding adoption of electronic procurement by NSW government agencies and their suppliers.

9 RFP Process

This RFP process is being undertaken by HealthShare NSW for the Principal, with the intention being that a contract will be made under which WSLHD purchase Goods or Services at competitive pricing.

10 Proposal Preparation

10.1 Proponent to inform itself

Before submitting its proposal, a Proponent must:

- 10.1.1 Examine all information relevant to the risks, contingencies and other circumstances having an effect on its Proposal; and
- 10.1.2 Satisfy itself:
 - (a) That the Proposal, including the price is correct; and
 - (b) That it is financially and practically viable for it to enter into and perform the services and provide the products over the term of the Agreement.

10.2 Assumptions made by Proponent

Where a Proponent has made assumptions in preparing its Proposal, such assumptions must be set out in a supporting statement and submitted with the proposal.

11 Eligibility to submit a Proposal

11.1 Legal Entity of Proponent

- 11.1.1 Proposals must be submitted by a legal entity or, if a joint proposal, by legal entities, with the capacity to contract. The Principal will only enter into an Agreement with such legal entity or entities.
- 11.1.2 The Proponent may be asked 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 including trust structure. Any evidence requested is to be provided within 3 working days of the request.

11.2 Financial Capability of Proponent

- 11.2.1 The Principal reserves the right to reject any Proposal if the Principal judges the Proponent not to have appropriate financial capability to deliver on the requirements of the Agreement .
- 11.2.2 Where the Principal forms the view that the Proponent does not have the appropriate financial capability the Principal reserves the right to make acceptance of any proposal conditional upon the Proponent entering into a bank, parent company or personal guarantee, or an unconditional performance bond in a form satisfactory to the Principal.

11.3 ABN Requirements

- 11.3.1 Proponents must be registered for GST and state their ABN in their response.
- 11.3.2 Responses from Proponents that do not have an ABN or have an ABN and are not registered for GST, , may be considered at the Principal's discretion if the Proponent demonstrates that it will obtain an ABN and GST registration before entering into an Agreement with the Principal. Such Proponents must state how and when they intend to obtain an ABN and register to GST within their proposal .

11.4 National Product Catalogue Requirements

- 11.4.1 All product information and prices for products that will be supplied under this contract must be loaded onto the National Product Catalogue (NPC).

- 11.4.2 For more details please review the NPC Supplier User Guide available at:

<https://www.gs1au.org/resources/how-to-guides/national-product-catalogue-user-guide-cookbook/>.

Note: This preference supports the required internal NSW Health system set up that will enable access to and the raising of purchase orders for contract items within the NSW Health procurement system.

- 11.4.3 Proposal responses from Proponents that are unable to satisfy the above preference may be considered at the Principal's discretion. The Proponent will be required to submit a proposed timeline for loading

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contract product information and prices onto the NPC. This proposal may be subject to limited negotiations with the Principal.

12 RFP Process

12.1 RFP Program Timeline

Given below is the Principal's timeline for the RFP program. The Principal may, at its absolute discretion amend the provisional RFP program.

Milestone	Date
RFP Commencement (Invitation to attend Briefing & Tours)	21 st January 2019
Proponent briefing and Site tour	29 th - 31 st January 2019
Release of RFP documents	2 nd April 2019
RFP Close Date	10 th May 2019
Supplier Presentations	End May 2019
Execution of Agreement	July 2019
Commencement of supply of Deliverables	1 October 2019

12.2 Briefing and Site Visit

12.2.1 The first Proponent Briefing session and Site visit will be held at Westmead Hospital. All other hospital site visits will happen on the date, time, and place indicated in the table below. The Contact Officer and key stakeholders at Westmead Hospital will be available at that time to answer any queries regarding this RFP, the tender process generally and site specific queries.

Names of persons attending the Proponent briefing are to be provided to the Contact Officer prior to the tender briefing day. No more than two persons from each Proponent will be permitted to attend the Tenderer briefing and site visit.

Hospital	Date	Time
Westmead Hospital Cnr Hawkesbury Road and Darcy Road Westmead NSW 2145	Tuesday 29 th January	10- 11.30am – Welcome and Briefing 12.30 – 5.00pm – Hospital site tour
Mount Druitt Hospital 75 Railway Street Mount Druitt NSW 2770	Wednesday 30 th January	2.30 – 4.00 – site tour (1 hour)
Blacktown Hospital Blacktown Road Blacktown NSW 2148	Wednesday 30 th January	10.00am – 1.00pm – site tour
Auburn Hospital Hargrave Road Auburn NSW 2144	Thursday 31 st January	10.30 – 12.00pm – site tour

12.3 Contact Officer

12.3.1 Proponents must refer all requests for information or advice regarding this RFP to:

Diane Reeves
Category Manager

Healthshare

E-mail: diane.reeves1@health.nsw.gov.au

- 12.3.2 Any information given to a Proponent to clarify any aspect of this RFP will also be given to all other Proponents if in the Principal's opinion the information would unfairly favour the inquiring Proponents over other Proponents

12.4 Conformity of Proposals

- 12.4.1 The Principal seeks Conforming proposals only for this RFP.
- 12.4.2 Non-Conforming proposals will be excluded from the RFP process without further consideration.

12.5 Alternative Tenders

- 12.5.1 N/A.

12.6 Submission of Proposals

- 12.6.1 All prices, rates, fees, responses and other information provided in the Proposals are to be in writing, in Australian dollars unless stated otherwise and in the English language.
- 12.6.2 Proponents are to read all instructions and complete all response schedule(s) specified as part of this RFP. Proponents are not allowed to amend any of the questions provided in Part 2. Failure to submit a completed response in compliance with the instructions stipulated in Part 2 will result in the Proposal being non-conforming.
- 12.6.3 Proponents should notify the Contact Officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in the RFP.
- 12.6.4 All Proposals must be provided in an electronic format. Proponents must ensure that all files can be viewed by Microsoft Office 2007 or above. Other formats for the attachments (such as PDF, JPG files) are to be submitted as supporting items in accordance with clause 12.6.5 ("Supporting Items").
- 12.6.5 When a Proponent is submitting an electronic Proposal with Supporting items:
- (a) The complete Proposal, including Supporting Items must be submitted by the Closing Date and Time; and
 - (b) Supporting Items should be clearly designated as "Supporting Items" to the RFP to which they relate and be submitted via the electronic tender box.
- 12.6.6 Proponents must ensure that all Excel and Word files can be opened and viewed by Microsoft Office 2007 or above. Supporting documentation must be in PDF and/or JPG formats, other formats for the attachments are only to be submitted if an arrangement has first been made with the Contact Officer prior to the lodgement of the Tender.
- 12.6.7 It is recommended that electronically lodged Tender response files be kept as small as practical and below an optimum size of 7MB, as the limitations of the internet and communications may affect the successful transmittal and receipt of large files if submitting large files that require compression.

12.7 RFP Lodgement

Proposals must be fully received by the Closing Date and Closing Time. Each proposal response must be submitted electronically to the electronic tender box via the NSW Health tenders website at: <https://tenders.nsw.gov.au/health> (The Proponent is to Login-in as a system user, locate the web page for this RFP, and follow the on screen instructions to lodge the proposal).

12.8 Electronic Submissions

- 12.8.1 An RFP submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given no lesser level of confidentiality, probity and attention than RFP's lodged by other means.
- 12.8.2 A Proponent, by electronically lodging an RFP, is taken to have accepted conditions shown in the conditions and rules on the NSW government eTendering website, under the NSW Health banner located at:

<https://tenders.nsw.gov.au/health/?event=public.rulesOfTendering>

12.8.3 A Proponent must follow the following directions:

- (a) An RFP for which electronic lodgement is available through the website can be identified by the blue “Lodge a Response” link on the web pages for the RFP.
- (b) To lodge an RFP electronically, the files containing the Proponent’s response must be uploaded through the website to the NSW Government eTendering system. Access to the uploading process is through the blue “Lodge a Response” link. The Proponent is to follow the steps and instructions on the NSW government eTendering website and any instructions which may have been supplied with the RFP documents, advertisement or invitation.

12.8.4 A Proponent must observe the following format for lodgements:

- (a) An electronically lodged RFP must be lodged in a file format required by the RFP.
- (b) All spreadsheets must be free of formulae, hyperlinks and contain values only.
- (c) If a Proponent compresses files, it must be possible to decompress them using WinZip. A Proponent **must not submit self-extracting (*exe) zip files**.
- (d) A Proponent must not change pre-existing text in the RFP other than to insert the required information.
- (e) The file/s name/s must have an extension and not have invalid characters or file names/loading path names too long for the system, as detailed on the NSW government eTendering website under the NSW Health banner located at: **<https://tenders.nsw.gov.au/health>**

12.8.5 Signatures are not required for an electronic RFP. A Proponent must ensure that a RFP response is authorised by the person or persons who may do so on behalf of the Proponent organisation and appropriately identify the person and indicate the person’s approval of the information communicated.

12.8.6 Electronically submitted RFP may be made corrupt or incomplete, for example by computer viruses. The Principal may decline to consider for acceptance an RFP that cannot be effectively evaluated because it is incomplete or corrupt. Proponents must note that:

- (a) To reduce the likelihood of viruses, a Proponent must not include any macros, applets, or executable code or files in a response.
- (b) A Proponent will ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.

The Principal will not be responsible in any way for any loss, damage or corruption of electronically submitted RFPs.

12.8.7 If a Proponent experiences any persistent difficulty with the NSW Government eTendering website in submitting an RFP or otherwise, the Proponent is encouraged to inform the Contact Officer promptly in writing before the Closing Time on the Closing Date.

- (a) If there is an extended defect or failure of the NSW government eTendering website or eTendering system and the Principal is advised, the tender Closing Date and Closing Time may be extended provided that, in the view of the Principal, the RFP process will not be compromised by such an extension.
- (b) RFP’s must be fully received by the Closing Date and Closing Time.

12.8.8 Proponents may break down the lodgement of large RFPs into smaller packages if clearly identified e.g. Package 1 of 3, 2 of 3, 3 of 3.

12.8.9 If a Proponent provides multiple lodgements, the latest lodgement received will be the PFP to be evaluated unless the Proponent provides clear written directions to the contrary. In the case of multiple lodgements, the Proponent must state whether the lodgement is:

- (a) an Alternative RFP;
- (a) Supporting Items or other supporting information; or
- (b) Otherwise an addition to a RFP that has been previously lodged in accordance with this RFP.

12.9 RFP Validity Period

- 12.9.1 The RFP will remain open for acceptance by the Principal for a period of 6 months from the Closing Date and Time for submission.

12.10 Late Submissions

- 12.10.1 Notwithstanding any other clause of this Part 1 (Overview, and Terms and Conditions of Proposal), the Principal may at its sole discretion consider responses received after the Closing Date and Time where the Principal is satisfied that the integrity and competitiveness of the RFP has not been compromised.

12.11 Extension of Closing Date and time

- 12.11.1 The Principal may, in its sole discretion, extend the RFP Closing Date and Time.

12.12 Corrupt, Collusive or Unethical Conduct

- 12.12.1 By lodgement of its RFP with the Principal, the Proponent affirms that it has not given, offered to give, nor intends to give at any time thereafter any inducement or reward including any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favour or service to any public servant, or any employee, agent, family member, friend, associate, contractor or Subcontractor of the Principal or of the Government of New South Wales in connection with the submitted Proposal.

- 12.12.2 Note: Proponents should note that any offer of an inducement or reward to any employee, agent or like person of the Government of New South Wales in connection with this RFP may constitute an offence under the Crimes Act 1900 (NSW) or amount to Corrupt, Collusive or Unethical Conduct.

- 12.12.3 Proponents must comply with the Business Ethics Statement requirements which is available at the link below in clause 12.12.4 (d) and must disclose any Conflicts of Interests in Part 2 (RFP Response).

- 12.12.4 If a Proponent organisation, or any of its officers, employees, agents, contractors, distributors, subcontractors or suppliers is found to have:

- (a) offered any inducement or reward to any public servant or employee, agent, contractor or Subcontractor of the Principal or the NSW Government in connection with this RFP or the submitted proposal;
- (b) committed corrupt conduct as that term is understood under the Independent Commission Against Corruption Act 1988 (NSW);
- (c) a record or alleged record of unethical behaviour; or
- (d) not complied with the requirements of HealthShare Business Ethics Statement available at: <http://www.healthshare.nsw.gov.au/services/procurement>
- (e) colluded with another proponent or engaged in activity which may give rise to collusion in relation to this RFP.
- (f)

Then such action or conduct under this clause 12.12.4 or breaches under clause 12.12.1 (collectively "**Corrupt, Collusive or Unethical Conduct**") may result in the Principal, in its sole discretion, excluding the Proponent from this RFP.

- 12.12.5 The Proponent promises, as fundamental conditions of its RFP, that:

- (a) it has no knowledge of the tender prices, rates, fees, proposed engagement models, or designs submitted by any other Proponent under this RFP; and
- (b) in relation to this RFP, this RFP process or any contractual arrangements relating to this RFP:
 - (i) the Proponent has not entered into any contract, arrangement or understanding to:
 - A. pay or allow any money directly or indirectly to a trade or industry association other than the published standard fee;
 - B. pay or allowed any money directly or indirectly to or on behalf of any other Proponent;
 - C. received any money directly or indirectly from or on behalf of any other Proponent;
 - (ii) the Proponent has not paid or allowed any money directly or indirectly to or on behalf of any other Proponent, nor will it do so; and

- 12.12.6 the Proponent has not received any money or allowance directly or indirectly from or on behalf of any other Proponent, except as disclosed in its RFP. The Principal may, in its sole discretion, invite a Proponent alleged to have been involved in Corrupt, Collusive or Unethical Conduct to provide written

comments within a specified time before the Principal considers excluding the Proponent under clause 12.12.4.

- 12.12.7 If the Principal becomes aware of Corrupt, Collusive or Unethical Conduct by a Supplier at any time after a Deed has been executed, then the Principal may terminate the Deed

12.13 Codes of Practice, and Policies

- 12.13.1 In submitting its Proposal, the Proponent signifies agreement to comply with any applicable NSW Codes or NSW government policies, including any current policies of practice for procurement and NSW Government procurement policies, including the NSW Goods and Services Procurement Policy Framework which can be viewed and downloaded at:

[https://www.procurepoint.nsw.gov.au/system/files/documents/procurement_policy_framework -
july 2015.pdf](https://www.procurepoint.nsw.gov.au/system/files/documents/procurement_policy_framework_-_july_2015.pdf)

- 12.13.2 A Proponent's failure to comply with NSW Government procurement policies may be taken into account by the Principal when considering the Proponent's Proposal or any subsequent Proposal, and may result in the Proposal being passed over or otherwise excluded from further consideration by the Principal.

12.14 Prescribed Form of Proposal

- 12.14.1 The RFP, including any Alternative Tender, must comprise a completed Part 2 (Proposal) and any attachments to Part 2 (Proposal), as may be necessary. Any attachments should be labelled to identify those clauses of the RFP to which they relate.

12.15 Addenda to RFP

- 12.15.1 If, for any reason the Principal, at its sole discretion, requires the RFP to be amended before the Closing Date and Time, an Addendum will be issued.
- 12.15.2 In each case, the Addendum becomes part of the RFP.
- 12.15.3 The Principal, during the proposal period may issue Addenda altering the RFP. In such cases, it is the obligation of each Proponent to verify if any Addenda were issued prior to the Closing Date and Time, even if a Proposal has already been submitted.
- 12.15.4 Proponents must check the web site address, <https://tenders.nsw.gov.au/health> and download all Addenda.

12.16 Proponent's Costs

- 12.16.1 The Proponent acknowledges and agrees that the Principal will not be liable to the Proponent for any costs or expenses incurred by the Proponent as a result of its participation in this RFP, including where the RFP has been discontinued.

12.17 Custody of Proposals after Receipt

- 12.17.1 Proposals lodged electronically to the NSW Government eTendering website will be treated in accordance with the *Electronic Transactions Act 2000 (NSW)*.
- 12.17.2 Proposals lodged electronically to the government eTendering website are encrypted and stored in a secure 'electronic tender box'.
- 12.17.3 The automatically generated e-mail receipt that is sent to the Proponent after successfully lodging the Proposal electronically to the Government eTendering website is the only evidence of tender lodgement provided.

12.18 Ownership and Intellectual Property Rights of Tenders

- 12.18.1 All Proposals become the property of Principal on submission.
- 12.18.2 Notwithstanding clause 12.18.1, all intellectual property rights in a Proposal belong to the relevant Proponent or its licensors. Each Proponent, by submission of its Proposal, warrants that it owns, or is entitled to use, all intellectual property rights in the Proposal.

12.18.3 Each Tenderer grants to the Principal a non-exclusive, royalty-free, perpetual and irrevocable licence to use, copy, adapt and modify any Proposal submitted by the Proponent for any of the following purposes:

- (a) the evaluation of the Proponent;
- (b) the evaluation of the Proposal;
- (c) reviewing the RFP process; and
- (d) enabling the Principal to develop contractual arrangements in relation to this RFP.

12.19 Discontinuance of Process

12.19.1 Where the Principal determines that awarding a contract would not be in the public interest, the Principal reserves the right to discontinue the process at any point, without making a determination regarding acceptance or rejection of Proponents.

12.20 Variations

12.20.1 At any time after the Closing Date and Time of Proposals and before the Principal accepts any Proposal received in response to this RFP, a Proponent may, subject to clause 12.20.2, vary its Proposal :

- (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 Proposal negotiated under clause 13.6 of this Part 1.

12.20.2 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 Proponent, but only if:
 - (i) In the case of variation requested by the Proponent under clause 12.20.1(a)-(b), it appears to the Principal to be reasonable in the circumstances to allow the Proponent to provide the information or correct the mistake or anomaly; or
 - (ii) In the case of variation requested by the Proponent.

12.20.3 If a Proposal is varied in accordance with clause 12.20.1(a) or (b), the Principal will provide all other **Proponents** (whose Proposals have similar characteristics) with the opportunity of varying their Proposals in a similar way.

12.20.4 A variation of a Proposals under clause 12.20.1 will not be permitted if in the Principal's view:

- (a) it would substantially alter the original Proposals; or
- (b) in the case of variation under clause 12.20.1(a) or (b), it would result in the revising or expanding of a Tender in a way that would give a Proponent an unfair advantage over other Tenderers.

13 Evaluation

13.1 Evaluation Process

13.1.1 Proposals will be assessed against the evaluation criteria listed below which are not indicated in order of significance or equal weight.

13.1.2 The Proposals with the lowest Contract Price will not necessarily be accepted.

13.1.3 There are price and non-price evaluation criteria for this RFP. The evaluation of Proposals will be carried out in stages. In the first stage, Proposals will be assessed against any mandatory, non-price based criteria. The Proposals which do not meet such mandatory non-price based criteria will be excluded from any further consideration. Those Proposals that do meet the mandatory non-price based criteria will be assessed against price criteria (and any other non-price based criteria) and ranked accordingly.

13.1.4 Information supplied by the Proponent in Part 2 (Proposals Response) will contribute to the assessment against each criterion. Proponents are advised to respond clearly to all the evaluation criteria listed in this RFP.

13.1.5 Proposals that do not include a fully completed Part 2 (Tender Response), in particular those Proposals which do not contain sufficient information to permit a proper evaluation to be conducted, or electronic

Proposals that cannot be effectively evaluated because the file has become corrupt, may at the Principal's discretion be excluded from the tender process without further consideration.

13.2 Evaluation Criteria

13.2.1 The evaluation criteria for this RFP are:

- (a) Fitness for purpose including quality, range of products, innovative aspects, product design, performance and warranties;
- (b) Value for money;
- (c) Delivery requirements;
- (d) Capacity to perform the Agreement including:
 - (i) Production/technical capacity;
 - (ii) Human resource capacity, qualifications, skills and experience;
 - (iii) Financial capacity and stability (including security considerations);
 - (iv) Technical, warehousing, inventory and distribution systems;
 - (v) Maintenance and support service levels including availability of Help Desk for repair and help calls;
 - (vi) Quality assurance systems;
 - (vii) Suitability of subcontractors;
 - (viii) Previous experience and performance on similar agreements for the Goods and Services covered in this RFT or other products and services, as applicable;
 - (ix) Record of ethical behaviour in service delivery;
 - (x) Compliance with other requirements of the Principal (including ability to market the proposed Agreement).
- (e) Compliance with the proposed conditions of Part 3 (Deed).
- (f) Compliance with NSW Government procurement policy and other applicable NSW Government policies.
 - (i) Compliance with WH&S requirements;
 - (ii) Compliance with NSW Government Environmental Management Systems guidelines (as applicable);
 - (iii) Compliance with relevant legislation and standards.
 - (iv) Capacity and capability to facilitate electronic commerce through NSW Buy or NPC.
 - (v) Compliance with the Statement of Requirements (Schedule 2 of Part 3[Deed]).
 - (vi) Compliance with the National Product Catalogue (NPC) requirements, as applicable.
 - (vii) Where possible Proponents are to include offers that cover entire category(s), ranges and groupings of products where assessed as relevant and appropriate.
 - (viii) Efficiency and cost improvements to invoicing and payment processes, e.g.: consolidated invoice payment.
 - (ix) Value-add propositions, where assessed as relevant and appropriate, including capacities to work with NSW Health's evolving warehousing operations across NSW and aggregate delivery where appropriate.

13.2.2 Other criteria to consider including:

- (a) Corporate Credibility and Experience
 - (i) Corporate resources.
 - (ii) The effectiveness of the organisation, structure and lines of responsibility in terms of the implementation and ongoing management of the service.
 - (iii) Proponent's qualifications, demonstrated experience and performance management record for goods or services of a like nature, size, complexity and sensitivity as the Goods or Services.

- (iv) Proponent's demonstrated capacity to deliver the Goods or perform the Services (of the specified range, quality and output) that are suitable for the Site or Delivery Location.
- (b) Financial Capability/Ability to Carry Risk
 - (i) Corporate and financial standing, suitability of financial structures and resources available.
 - (ii) The financing and funding for the project, including the certainty of the arrangements and assurances to proceed.
 - (iii) Willingness and capacity to carry the financial, operational and other risks.
- (c) Service Provision
 - (i) Service objectives, range and level of services in order to provide an integrated service delivery model.
 - (ii) Proposed operational plan and strength of commitment.
 - (iii) Demonstrated service delivery capacity to manage the provision of the Goods or Services.
 - (iv) Principal's resources required to be used by the Proponent.
 - (v) Proposed use of Subcontractors.
 - (vi) Industrial relations policy.
 - (vii) Workforce strategies.
 - (viii) Record and proposal for work health & safety.
 - (ix) Conflicts of Interest.
 - (x) Ability to expand/alter range of services provided in accordance with the changing needs of the Principal.
- (d) Quality Management and Best Practices
 - (i) Acknowledgement of compliance with all relevant standards, codes of practice and statutory requirements.
 - (ii) Commitment to quality management and improvement programs, including compliance with accreditation standards.

13.2.3 Specific considerations for this RFP includes:

- (a) Leveraging the operation of products within scope of State Contracts, for the benefit of efficient management of those products for the proposed Managed Services and benefit of all Eligible Customers to a State Contract;
- (b) Proposal for best practice standards;
- (c) Benefits of any value added services or facilities;
- (d) Merits of the Managed Services proposal, including;
 - (i) Effectiveness – Supplier's skills, experience and credentials and ability to perform the service needed and reference checks of previous and current clients with a focus on customer satisfaction;
 - (ii) Sustainability – Respondents demonstrated ability to continually be at leading practice by employing techniques to lower the cost of service and surpass benchmark levels;
 - (iii) Efficiency – Respondents pricing competitiveness and compliance to the terms and conditions of the request and proposed contract.

These considerations are not equally weighted with a higher relative rating to sustainability and efficiency.

13.2.4 References

A minimum of three (3) references must be provided as part of the Proponent's Response, and able to comment on the services provided by the respondent. As a guide, these reference sites should be a comparable size and scope as the managed services proposed, have been in operation for more than twelve (12) months, either still in operation or recently concluded and no more than one (1) nominated should be a NSW Health site.

13.3 Presentations by Proponent

- 13.3.1 The Principal may invite [Proponent](#) (s) to make presentations regarding their proposed model, as part of the evaluation process. The presentation should cover the proposed model, implementation plan and ongoing management of the service at each hospitals with the WSLHD.
- 13.3.2 Details about Presentations will be confirmed when booked, but anticipated to be two (2) hours in duration approximately two weeks after the closing date of the RFP.
- 13.3.3 Proponents must bear their own costs and expenses for any such presentation.
- 13.3.4 Receiving a presentation by a Proponent in no way represents a commitment by the Principal to accept any aspect or all of the Tender.
- 13.3.5 All information obtained during the course of the presentation or site inspection may be taken into consideration in the evaluation of Proposals.

13.4 Acceptance or Rejection of Proposals

- 13.4.1 The Principal is not bound to accept the lowest or any [Proposal](#).
- 13.4.2 If the Principal rejects all the [Proposals](#) received, it may invite fresh [Proposals](#) based on the same or different criteria.
- 13.4.3 If the Principal deems it necessary the Principal may elect to run a Best and Final Offer (“BAFO”) process as part of this RFP.

13.5 Clarifications

- 13.5.1 At any time after the Closing Date and Time and before the Principal accepts any [Proposals](#), the Principal may ask the Proponents to clarify any aspect of their [Proposals](#) and consider Proponents’ responses as part of their [Proposals](#). Any instruction resulting from such requests may, at the Principal’s sole discretion, be issued in writing to all Proponents in the form of an Addendum, which shall then become part of the RFP. Proponents must not use clarification requests as an opportunity to gain an advantage over other Proponents by reviewing or enhancing their Tenders.

13.6 Post Evaluation Negotiations

- 13.6.1 The Principal will generally not enter into negotiations to amend standard conditions of contract contained in Part 3 (Deed).
- 13.6.2 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 Proponent(s) that submitted a 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 negotiations. The Principal will usually exhaust negotiations with the Proponent(s) that submitted the most acceptable Tender before negotiating with the next most acceptable Proponent(s).
- 13.6.3 The Principal may at its sole discretion elect to conduct post-close of tender negotiations with more than one (1) Proponent.

13.7 Exchange of Information between Government Agencies

- 13.7.1 Lodgement of a Tender will itself be an authorisation by the Proponent to the Principal to make available, on request, to any NSW Government agency all information, including but not limited to,

information dealing with the Proponent'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 a contract.

- 13.7.2 The provision of the information by the Principal to any other NSW Government agency is agreed by the Proponent to be a communication falling within section 30 of the Defamation Act 2005 (NSW), and the Proponent shall have no claim against the Principal or 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 Proponent arising out of the communication.
- 13.7.3 In the evaluation of Tenders, the Principal may take into account any information about the Proponent that the Principal receives from any source.
- 13.7.4 To avoid doubt, information that may be collected, exchanged and used in accordance with this provision includes "personal information" about the Proponent for the purposes of the Privacy and Personal Information Protection Act 1998 (NSW). Lodgement of a Tender will be an authorisation by the Proponent to the Principal to collect such information from third parties, and to use and exchange such information in accordance with this clause.

13.8 Trial of Deliverables

- 13.8.1 The Principal may conduct a trial of the Deliverables either as a part of the evaluation of the tender or, in the event that there is a provisional award of certain Deliverables (subject to examination of the trials) ("Provisional Deliverables") then those Provisional Deliverables may only be supplied under the contract after the satisfactory completion of the examination of the samples of Deliverables of satisfactory conduct of the trials.
- 13.8.2 All costs associated with such exercises shall be borne by the Proponent.
- 13.8.3 . All costs arising from compliance with this clause shall be borne by the Proponent. Failure to comply with any such request may result in the tender being unable to supply the Provisional Deliverable under the contract.
- 13.8.4 The Principal shall at its own discretion use appropriate expertise and resources to evaluate Provisional Deliverables, and shall make the decision as to the suitability of the provisional Deliverable at a time of its choosing. The Principal will act in good faith to finalise such decisions as soon as possible after contract commencement, but it does not make any undertaking as to the timing of its decision on the provisional Deliverable. The Proponent shall not be entitled to compensation or costs of any kind in the event of delays in any such evaluation or assessment process.

14 Method of Acceptance

14.1 Acceptance

- 14.1.1 Acceptance of a Tender or part of a Tender will be subject to the execution of a formal Deed of Agreement in the terms and conditions of Part 3 (Deed). Until the Principal and the successful Proponent(s) execute a formal Deed or Deeds there will be no legally enforceable agreement concluded between the Principal and the Proponent(s).
- 14.1.2 Acceptance of Products within Scope, where such products are governed under an existing State Contract at the time of the RFP Close Date, will continue to be governed under a state contract. Where such product is subject to a price variation, the change in price is to be managed in accordance with the respective State Contract.
- 14.1.3 Acceptance of Products within Scope, where such products are not awarded under an existing State Contract at the time of the RFP Close Date and not listed in the Proposed Agreement, are to be added to the respective State Contract.

- 14.1.4 Acceptance of Products within Scope, where such products are not governed under an existing State Contract at the time of the RFP Close Date are to be listed in the Proposed Agreement

15 General

15.1 Applicable law

15.1.1 The laws of New South Wales govern this RFP.

15.1.1 The Parties acknowledge and agree to submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia and the courts of appeal from those NSW and Commonwealth courts.

15.1.2 Without preventing any other mode of service, any document in an action (including, without limitation, any writ of summons or other originating process or any third party notice or other party notice) may be served on a Party by being delivered to (or left for that Party) at the address last notified for that Party.

15.2 Proponent to inform itself

15.2.1 Before submitting its Proposal, a Proponent must:

- (a) examine all information relevant to the contingencies, risks and other circumstances having or likely to have an effect on its Proposal; and
- (b) satisfy itself:
 - (i) that the Tender, including all tender prices, rates and fees, is correct; and
 - (ii) that it is financially and practically viable for the Proponent to enter into and perform the proposed Deed.

15.3 Assumptions made by Proponent

15.3.1 Where a Proponent has made assumptions in preparing its Proposal, such assumptions must be clearly set out in a supporting statement and submitted with the Proposal. Any such assumptions must be made in good faith and on reasonable grounds.

15.4 Information Supplied

15.4.1 The information contained in this RFP has been provided with due care for the Proponent's guidance, but is not guaranteed as being completely accurate. The Principal shall not be held liable for any errors or omissions contained in any information provided.

15.5 The Principal's entitlement to vary this RFP

15.5.1 The Principal may, in its sole discretion and without liability of any kind, cancel or supplement or vary this RFP at any time by written notification via the NSW Government's eTendering website.

15.5.2 Without limiting clause 16.5.1, the Principal reserves the right at any time and for any reason as determined by the Principal in its sole discretion:

- (a) not to proceed with any stage of this RFP (for example, the Principal may elect whether or not to commence or continue negotiating, whether or not to execute any Deed);
- (b) not to proceed with individual elements of this RFP (for example, the Principal may elect to procure particular Goods or Services related to this RFP in another way);
- (c) to proceed in a manner other than that described in this RFP;
- (d) to vary or amend (including by replacement) any part of this RFP, including:

- (i) any part of the RFP process;
 - (ii) any dates, milestones or timeframes referred to in this RFP;
 - (iii) any contractual documentation required in connection with this RFP; or
 - (iv) any assumptions, objectives or requirements relating to this RFP;
- (e) to accept any or no Tender or any parts or part of a Tender;
- (f) to terminate a Proponent's further participation in this RFP for any reason including but not limited to those reasons expressly set out in this RFP;
- (g) to adopt different approaches with different Proponents as appropriate in relation to the conduct of finalisation activities and any associated negotiations, provided that this does not extend to the conduct of evaluations;
- (h) to enter into any contractual arrangements with any Proponent or with any other person in relation to this RFP, with or without notice to any other Proponent; and
- (i) suspend, abandon or terminate any negotiations being conducted at any time with any Proponent and, at the Principal's option, pursue other supply arrangements:
 - (i) whether under this RFP or under any other procurement process; or
 - (ii) with any other entity, including another Proponent under this RFP.

15.5.3 The Principal may, in its sole discretion, reject any or all Tenders at any time. When rejecting a Proposal, the Principal does not have to provide any reasons unless so required by law.

15.5.4 While the Principal is seeking Proposals in relation to the matters in this RFP, any assumptions or requirements by the Principal in relation to this RFP should not be taken as a commitment by the Principal that such matters will be the subject of a Deed. The Principal's assumptions and requirements may vary depending on a variety of factors, including the Proposals it receives.

15.6 RFP is not an Offer

15.6.1 This RFP is not intended to constitute an offer to any Proponent by the Principal to enter into a Deed or any associated contract, arrangement or understanding for the provision of any Goods or Services in connection with this RFP.

15.6.2 No obligations will arise between any Proponent and the Principal with respect to the supply of Goods or Services as contemplated in the RFP unless and until formal contractual documentation has been signed and all necessary governmental and ministerial approvals, consents, leases and licences have been obtained.

15.7 Proponent's failure to comply with this RFP

15.7.1 Without limiting clause 17.5.2, if a Proponent fails to comply with any provision of this RFP, the Principal may exclude that Proponent from any further participation in this RFP process by notifying the Proponent in writing.

15.8 Liability

15.8.1 Any recipient of this RFP or any information related to this RFP obtained during this RFP process releases and indemnifies the Principal, NSW Health and all other NSW Government authorities and agencies and their respective officers, employees and agents from all Claims, liabilities, damages and costs which may arise under statute, law, equity or otherwise arising from, whether directly or indirectly, or in connection with, this RFP, this RFP process or any Proposal, and whether founded in contract, quasi-contract, tort (including negligence), statutory, restitutionary claims or otherwise.

15.8.2 Without limiting the generality of clause 17.8.1, and to the maximum extent permitted by law, the Principal, NSW Health and all other NSW Government authorities and agencies and their respective officers, employees and agents will not be liable to any Proponent on the basis of any promissory estoppel, quantum meruit or any other contractual, quasi contractual, tortious (including negligence) or restitutionary grounds whatsoever as a consequence of any matter or thing relating or incidental to a Proponent's participation in this RFP process, including, without limitation, instances where:

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- (a) a Proponent is not engaged pursuant to a Deed or any particular Order or engaged pursuant to any other agreement;
- (b) the Principal varies or terminates this RFP process or any negotiations with a Proponent;
- (c) the Principal decides not to proceed with acquiring any Goods or Services in whole or in part; or
- (d) the Principal exercises any of its other rights under or in relation to this RFP or this RFP process.

16 Access to Proponent's Premises

- 16.1 The Principal may inspect any premises, facility, or item within the supply chain which is owned or occupied by the Proponent and is, in the reasonable opinion of the Principal, relevant to the provision of the Goods or Services, during the **Proposal** evaluation stage. The Principal will give reasonable notice to Proponents of any proposed inspection.

17 Disclosure of information

17.1 Outcome Notification

- 17.1.1 Following the Principal's decision, all Proponents will be notified in writing of the outcome of their Tenders.

17.2 Disclosure

- 17.2.1 Details of Proponents and the outcome of the tender process will be disclosed in accordance with the Government Information (Public Access) Act (NSW) and the Premier's memorandum 2007-01.
- 17.2.2 An outline of these requirements can be found in Annexure 1 to Part 1 of this RFP.

18 Complaints procedure

- 18.1 It is the NSW Government's objective to ensure that suppliers in the health industry are given a fair opportunity to participate in government contracts. Should any supplier feel that it has been unfairly excluded from submitting a Proposal or unfairly disadvantaged by the consideration process, it is invited to write to:

Chief Procurement Officer

NSW Ministry of Health

Locked Mail Bag 961

North Sydney NSW 2059

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ANNEXURE 1 TO PART 1 (Disclosure of Information)

Disclosure of information concerning Proponents and outcome of the tender process.

1. In accordance with the Premier's Memorandum 2007-01 referred to in clause 19.2.1, the following **proposal information** is required to be disclosed:

Tender Type	Level of Disclosure	Basis of Disclosure
For all public calls for proposal, 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"> • A concise description of the proposed works, goods or services the subject of the proposal call; • The date responses to the tender call close and where responses are lodged; and • Location of the tender call documents <p>The names and addresses of all entities which submit responses.</p>	<p>Routine public disclosure at the time proposal calls are advertised.</p> <p>Routine public disclosure with 7 days of the date proposal 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 Part 3, Division 5 of the GIPA Act, the following **contract information** is required to be disclosed:

Contract size and type	Level of Disclosure	Basis of Disclosure
<p>Class 1 contracts.</p> <p>All government contracts with estimated value \$150,000 or above.</p>	<ul style="list-style-type: none"> (a) The name and business address of the supplier; (b) Particulars of any related body corporate (within the meaning of the <i>Corporations Act 2001</i> of the Commonwealth) in respect of the supplier, or any other private sector entity in which the supplier has an interest, that will be involved in carrying out any of the supplier's obligations under the contract or will receive a benefit under the contract; (c) The date on which the contract became effective and the duration of the contract; (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; (e) The estimated amount payable to the supplier under the contract; (f) A description of any provisions under which the amount payable to the supplier may be varied; (g) A description of any provisions with respect to the renegotiation of the contract; 	Routine public disclosure within 60 days after the contract becomes effective.

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	<p>(h) In the case of a contract arising from a RFP process, the method of submitting a proposal 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 supplier is to receive payment for providing operational or maintenance services.</p>	
<p>Class 2 contracts.</p> <p>Class 1 contracts (i.e. government contracts with estimated value \$150,000 or above) which also:</p> <ul style="list-style-type: none"> • Have not been the subject of a competitive process, the proposed contract has not been made publicly available and the terms and conditions of the contract have been negotiated directly with the supplier; or • Have been the subject of a competitive process and where the final contract terms and conditions are substantially negotiated with the successful Proponent (this includes alliance type contract); or • Involve operation or maintenance obligations for 10 years or longer; or • Involve a privately financed project as defined by relevant Treasury guidelines; or • Involve a transfer of land or other asset to a party in exchange for the transfer of land or other asset to an agency. 	<p>The information required for Class 1 contracts and:</p> <p>(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;</p> <p>(b) Particulars of future transfers of significant assets to the supplier, including the date of their proposed transfer;</p> <p>(c) The results of any cost-benefit analysis of the contract conducted by the agency;</p> <p>(d) The components and quantum of the public sector comparator if used;</p> <p>(e) Where relevant, a summary of information used in the supplier's full base case financial model (for example, the pricing formula for tolls or usage charges);</p> <p>(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;</p> <p>(g) Particulars as to any significant guarantees or undertaking between the parties including any guarantees or undertakings with respect to loan agreements entered into a proposed to be entered into; and</p> <p>(h) Particular of any other key elements of the contract.</p>	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>
<p>Class 3 contracts.</p>	<p>A copy of the Class 3 contract.</p>	<p>Routine public disclosure within 60 days after the</p>

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Class 2 contracts where the estimated value of the government contract is \$5 million or more.	<p>Note: if some or all of a class 3 contract is not disclosed for reasons of confidentiality (refer section 32 of the GIPA Act), the agency is to disclose:</p> <ul style="list-style-type: none"> • The reasons for not publishing the contract or provisions; • A statement as to whether the contract or provisions will be published and, if so, when; and • 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. 	contract becomes effective.
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3. Access Applications

Proponents must acknowledge that any person may make an application to the Health Administration Corporation for any item of contract information which is not required to be routinely disclosed in the government contracts register under Part 3, Division 5 of the GIPA Act. A person who makes an access application for government information has a legally enforceable right to be provided with access to the information unless there is an overriding public interest against disclosure of the information.

Commercial-in-confidence is a public interest consideration against disclosure.

Commercial-in-confidence information means any information that discloses:

- the supplier's financing arrangements, or
- the supplier's cost structure or profit margins, or
- the supplier's full base case financial model, or
- any intellectual property in which the supplier has an interest, or
- any matter the disclosure of which would place the supplier at a substantial commercial disadvantage in relation to other suppliers, whether at present or in the future.

Under section 14 of the GIPA Act there is a public interest consideration against disclosure of information if disclosure of the information could reasonably be expected to have one or more of the following effects:

- undermine competitive neutrality in connection with any functions of an agency in respect of which it competes with any person or otherwise place an agency at a competitive advantage or disadvantage in any market,
- reveal commercial-in-confidence provisions of a government contract,
- diminish the competitive commercial value of any information to any person,
- prejudice any person's legitimate business, commercial, professional or financial interests,
- prejudice the conduct, effectiveness or integrity of any research by revealing its purpose, conduct or results (whether or not commenced and whether or not completed).

ANNEXURE 2 to PART 1 (Dictionary for RFP Process)

1. Terms Defined in Deed

Unless the context requires otherwise, capitalised terms not defined below which are used in Part 1 (Tender Overview, and Terms and Conditions of Tender) and Part 2 (Tender Response) of this RFP have the meanings given to them in Part 3 (Deed). Where a capitalised term is defined below and in the Part 3 (Deed), the definition below prevails for the purposes of Part 1 (Tender Overview, and Terms and Conditions of Tender) and Part 2 (Tender Response) of the RFP, but the definition in Part 3 (Deed) prevails for the purposes of Part 3 (Deed).

2. Other Definitions

For the purpose of the tendering process, except where the context requires otherwise, the following phrases, terms and words shall have the meanings set out below.

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

“Addendum” means an addition to this RFP made by the Principal before the Closing Date and Time.

“Agreement” means an agreement made by a Proponent with the Principal pursuant to the RFP under which there is an Agreement to enable Eligible Customers to acquire Goods or Services from the Proponent (the Supplier) such Agreement being embodied in a Deed of Agreement between the Principal and the Supplier in the form of Part 3 (Deed) to this RFP.

“Best and Final Offer” or “BAFO” means a final, revised proposal submitted by short listed Proponents in response to a request by the Principal to improve the quality of their proposal (whether in whole or part).

“Category” means generic categories comprising of multiple products inclusive of the associated services for its supply.

“Claim” means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or otherwise.

“Closing Date and Time” means the closing date and time specified in this RFP for the receipt of Proposals.

“Codes” means NSW Government codes, policies, policy directives, policy compliance procedures, guidelines and Standards listed in the Head Agreement Details or Schedule 2 (Statement of Requirements) and any other codes, policies, policy directives, policy compliance procedures, guidelines and Standards specified in writing by the Principal or the Customer to the Supplier together with any other codes of practice relating to procurement, and includes any amendments to any of the above that may be applicable to this Deed.

“Conforming Proposal” means a Proposal that conforms in all material aspects to:

- (a) the Statement of Requirements specified in Schedule 2 (Statement of Requirements) of Part 3 (Deed);
- (b) the terms and conditions of Part 3 (Deed); and
- (c) other parts of this RFP, except those parts pertaining to the Principal’s obligations under the RFP,

and is (ignoring any immaterial departures), in the prescribed form.

“Contact Officer” means the person named as the Contact Officer in clause 14.3.1 of Part 1 (Tender Overview, and Terms and Conditions of Tender).

“Contractor” means a Proponent who has entered into an Agreement with the Health Administration Corporation (Principal).

“Corrupt, Collusive or Unethical Conduct” has the meaning given to it in clause 14.12 of Part 1 (Proposal Overview, and Terms and Conditions of Proposal).

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“Customer Contract” means the contract that is made between the Contractor and an Eligible customer, on the terms and conditions stated in clause 18 of Part 3 (Deed), by means of the placing of an order by the Eligible Customer with the Contractor.

“Date of Agreement” means the date of execution of the Deed of Agreement by the Principal.

“Deed” means the agreement in the form of Part 3 (Deed) made by the Principal with a Supplier in accordance with the RFP.

“Deliverables” means the Goods or Services sought under this RFP, as detailed in the Statement of Requirements of Schedule 2 of Part 3 and the Pricing Schedule of Part 2.

“Eligible Customer” means:

- (a) a NSW government sector agency as defined in the Government Sector Employment Act; and
- (b) a public body referred to in clause 6 of the Public Works and Procurement Regulation 2014 including a private hospital, a local council or other local authority, a charity or other community non-profit organisation, a private school or college, a university, a public authority of the Commonwealth, any other State or Territory, a public authority of any other jurisdiction (but only if it carries on activities in this State), a contractor to a government sector authority (but only in respect of things done as such a contractor).
- (c) such other persons or entities, which the Principal may from time to time in its discretion, specify.

“Equipment” includes devices, instruments, machinery, tooling, vehicles and vessels.

“First Price Review Date” means the date twelve (12) months after the Date of Agreement.

“GST” means a good 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’th) 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.

“HealthShare NSW” means the unit of the Health Administration Corporation Public Health System Support Division named as such and established under s126B of the Health Services Act 1997.

“HealthShare NSW – Business Procurement Services – (HSNSW-BPS)” is a business unit providing shared services to NSW Health – HSNSW (and thus BPS) may conduct tendering and contracting activities for the NSW government, including:

- (a) inviting and accepting tenders,
- (b) entering into contracts on behalf of the Health Administration Corporation, and on-going contract administration and management, and includes the duly authorised delegates of the health Administration Corporation (Principal).

“Information” means all information relating to or developed in connection with:

- (a) the business, technology or other affairs of the Discloser;
- (b) the Goods, the Services or the Head Agreement Deed or a Customer Contract;
- (c) any systems, technology, ideas, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including without limitation, computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property owned or used by, or licensed to, the Discloser.

“Interim NSW Goods and Services Procurement Policy Framework” means the NSW Government’s interim goods and services procurement policy, the current version of which can be viewed and downloaded at:

<https://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-procurement-board/nsw-government-procurement-policy-framework>

“New Categories” means the development of innovative Categories or the adaptation of known Categories either singly or in combination to produce New Categories that have the potential for improved healthcare outcomes.

“National Product Catalogue” means a repository of product, pricing and other data for the healthcare industry for the purpose of data synchronisation, and is the single source of product master data for public health institutions in Australia seeking to purchase medicines, medical devices and other healthcare items.

“New Product” means the development of innovative products or the adaptation of known products either singly or in combination to produce new products that have improved functionality and the potential for improved healthcare outcomes.

“New Price” means the new Price that the Supplier is entitled to charge as a result of the agreed mechanism by which Prices may be varied in accordance with the Agreement.

“Non-Conforming Proposal” means a tender that does not conform in all material aspects to:

- (a) the Statement of Requirements of Schedule 2 of part 3 (Deed);
- (b) the terms and conditions of Part 3;
- (c) other Parts of this RFP;
- (d) is not in the prescribed form.

“NSW Health” means the NSW Department of Health and any public body or organisation under the direction or direct or indirect control of the Minister of Health or the Secretary of the Ministry of Health.

“Price” is defined in clause 1.1 (Definitions) of Part 3 (Deed) to mean:

“the price payable for a Deliverable as set out in Schedule 3 and, where relevant, means the price exclusive of any Applicable Discount specified in Schedule 3”.

“Price Review Date” means the First Price Review Date and each anniversary of the First Price Review Date.

“Product” means an individual line item within a generic Category of products inclusive of the associated services for its supply and delivery.

“Provisional Deliverables” has the meaning given to it in clause 15.8.1 of Part 1 and clause 8.10(a) of Part 3.

“Request for Proposal” or “RFP” means the invitation by HealthShare NSW on behalf of the Principal to suppliers to respond with a Tender in accordance with the terms and conditions of the RFP.

“SME” means small and medium enterprises (SMEs) from NSW, other States and Territories of Australia or New Zealand, with up to 200 full time equivalent employees. For this definition of SME, grouping provisions apply. If the SME is controlled by another legal entity (e.g. a Parent Company) the 200 employee figure is aggregated across both entities, i.e., subsidiaries of larger companies are classified according to their parent company employees levels.

“State Contract” means the current or future contracts with effect across New South Wales signed by the Health Administration Corporation and another party for the supply for certain goods and services. Such agreements may occur with a single party or standing offer arrangement for a panel to multiple parties, each a signatory to a Deed with the Health Administration Corporation. For the purpose of this RFP, these contracts include contracts referenced by the following reference numbers and descriptions: 902 (Pharmaceuticals), 904 (IV fluids), 921B (Renal ICU) and 921C (Peritoneal Dialysis).

“Statement of Requirements” means the detailed description of the Goods and Services contained in Schedule 2 of Part 3 (Deed).

“Supplier” means a Proponent who has entered into a Deed with the Principal.

“Supporting Item” has the meaning given to it in clause 14.6.5 of this Part 1.

“Proponent” means the legal entity entitled to submit a Tender in accordance with clause 13 (Eligibility to Tender) of Part 1 (Tender Overview, and Terms and Conditions of Tender).

“Rules for interpreting this Deed” in Part 3 (Deed) apply to this Part 1 and Part 2 (Tender Response) of this RFP.