



TERTIARY ACCESS GROUP CO-OPERATIVE LIMITED

Invitation to Tender

Your company is invited to submit a proposal for a supply agreement for the product identified below for the period specified below to Tertiary Access Group Co-operative Limited

CATEGORY: REFRIGERATION

TERM OF AGREEMENT: 01/12/2010 – 30/11/2012

Your submission as invited, and in accordance with the attached Document, is for an Agreement with TAG. The Members wish to obtain the benefits available to buying groups from purchasing Products as a group and using the same supplier where possible. The intention is to negotiate best outcomes overall, through favourable prices, quality of product and service for Members through large volume purchasing, which can be passed on to students and staff who purchase products from Members. Members are represented within TAG by a number of special interest groups, overseen by the General Manager and the Board. Each Member holds one vote, regardless of size or location. Please note that all Members will not necessarily be participating in this tender

Please return your submission **BY EMAIL ONLY**, along with the attached document, following all tasks and completing all questions to:

Andrew Leontarou,
General Manager
TAG Co-operative Limited
gm@tertiaryaccessgroup.com.au

Telephone: 02 4353 0070 or 0416 096 883

By no later than close of business, Friday 06 August 2010.

Please enter 'Tender Submission' as the Subject field of your email.

Yours faithfully,

Andrew Leontarou
General Manager
TAG Co-operative Limited



TAG CO-OPERATIVE LIMITED

TENDER SUBMISSION

To Andrew Leontarou
 General Manager
 Tertiary Access Group Co-operative Limited

From (Contact)

(Company/Firm)

.....

(Business Address)

.....

.....

(Phone)

(Fax)

(Email)

We hereby tender for the supply of

(Product).....

for the period of

to the participating Members listed in this document.

PRODUCT LIST AND PRICING

In consideration of TAG agreeing to consider our submission, we agree to be bound by the terms and conditions set out in the Documents, unless expressly stated otherwise in our submission:

Our submission (with proposed pricing in **MS Excel** format as part of the submission) is attached.

Signed for and on behalf of the above company/firm by:

Signature

Name (please print)

Date



TERTIARY ACCESS GROUP CO-OPERATIVE LIMITED

SUBMISSION SPECIFICATIONS FOR SUPPLY AGREEMENT

For the purpose of this document:

TAG means Tertiary Access Group Co-operative Limited.

Agreement means the awarded contract for the supply of products within a specified category to Members of TAG.

Board means the TAG Board of Directors.

Category means a range of products or services for which an agreement is sought by TAG and to which the document relates.

Committee means a special interest group or regional committee of TAG.

Document means each page herewith and all contents contained within.

Exclusive means Members intending to obtain a minimum of 80% of their total product ranging requirements from the Supplier, unless stated otherwise.

General Manager means the General Manager of TAG.

Members means the campus service organisations represented by TAG.

Participating Members means Members participating in this tender as listed in Item 5 of the Schedule.

Submission means the documents you provide to TAG in relation to the tender.

Supplier means a provider of products or services.

Tender means the process of securing an agreement with TAG in accordance with this document.

We and Us means TAG Co-operative Limited and its Members.

You means the supplier lodging this submission.

1. GENERAL

- 1.1 The Documents (which you hereby acknowledge receipt of and having read and understood the terms of) comprise the following:
 - a) 'Invitation to Tender' covering letter (p.1)
 - b) 'Tender Submission' cover (p.2)
 - c) 'Submission Specifications for Supply Agreement' (p.3-7)
 - d) 'Schedule' (p. 8)
- 1.2 Tendering is by advertising in the national and/or local press, and invitation to potential suppliers determined by us from those who are current suppliers, those who have indicated a desire to supply, and those who have previously tendered.
- 1.3 All information pertaining to Agreements between us and you is to remain strictly CONFIDENTIAL.
- 1.4 Categories are determined from time to time by us and notified in writing to Suppliers.
- 1.5 The categories that are the subject of this tender are set out in Item 1 of the Schedule.
- 1.6 Submissions which do not comply with the requirements set out in the Document will be rejected PROVIDED THAT we reserve the right to consider such submissions in the best interests of Members.
- 1.7 You are required to acquaint yourself with all terms and conditions relating to the tender prior to lodging a submission.
- 1.8 Any usage or Member campus population information, or financial reports provided by us are not guaranteed or warranted by us. **You should use such information as a guide only in preparing your submission.**
- 1.9 General queries and all correspondence concerning lodging a submission (unless otherwise indicated) should be directed to the General Manager.
- 1.10 The Agreement will be for the period specified in Item 2 of the Schedule and shall consist of your submission, this document, our written notification of the successful tender and your signed acceptance.
- 1.11 A review of the Agreement will be conducted by the Board on a quarterly basis, against the KPIs outlined in Clause 9.
- 1.12 The Agreement may be terminated by either party with not less than 30 working days written notice to the other party on the grounds of non-performance, inferior quality or non-negotiation of prices.

2. PARTICIPATION BY MEMBERS

- 2.1 Each Member is independent and totally responsible for its own administration, ordering and payment of accounts.
- 2.2 While we encourage all Members to commit to Agreements with nominated Suppliers, the decision whether or not to participate in a tender remains with each Member.
- 2.3 Members reserve the right to opt into the Agreement at any time during the term of the Agreement.
- 2.4 Members who nominate participation in the tender are expected to purchase those products from the nominated Supplier.
- 2.5 A Member may opt out of accepting the group decision for reasons of adverse local impact and/or local demand (brand name or quality) at the time of the tender vote. This will be communicated to the winning tenderer and that Member will not be included on the list of participating Members issued with the Agreement documents. Nevertheless, you are expected to quote on the assumption that tenders are for all Members who nominated for that category.
- 2.6 **Members participating in this tender are set out in Item 5 of the Schedule**
- 2.7 Subject to the terms and conditions set out in this document, no Member who has been included on the tender list may unilaterally determine to opt out of an Agreement without the prior agreement of the Board at a duly convened meeting.
- 2.8 Where Members are found not to be supporting Agreements which they agreed to enter into, they will be asked to explain in writing to the Board. If resolution through these means fail to rectify the non-compliance, a formal warning will be issued to the Member by the General Manager and Board.
- 2.9 Members reserve the right in their absolute discretion to withdraw from an Agreement at any time without penalty in the event of circumstantial operational or campus policy changes, or in the event of an inability to sustain services.
- 2.10 All Members, regardless of size, usage and location are to be treated on an equal basis in terms of service and quality of product. Quantity discounts and/or rebates may be considered to encourage purchases of a wider range of your products than those listed in this agreement.
- 2.11 If you offer a price to an individual Member during the term of the Agreement which is lower than the price set out in your original submission, **then the same price must be offered to all participating Members.**
- 2.12 Exclusive ranging may be increased from 80% at the absolute discretion of the individual Member.

3. SUBMISSION SPECIFICATIONS

- 3.1 Your submission must:
 - i specify prices and any time period for which they are to remain firm;
 - ii specify all taxes (which should be clearly indicated), **but exclude GST**;
 - iii specify any and all associated costs, including but not limited to packaging and freight;
 - iv specify any rebates;
 - v specify any sponsorship and/or promotional allowance and activity;
 - vi specify any provision of equipment such as refrigeration, shop fittings or fixtures;
 - vii specify any provision of POS or other promotional material;
 - viii specify delivery response times;
 - ix specify any minimum order limits;
 - x specify item codes and/or bar codes (if applicable);
 - xi specify settlement terms, with any discount for early settlement
 - xii specify credit claims, return of goods policy and/or out of stocks policy;
 - xiii include a list of your national and regional contacts (and be updated by you whenever there is a change to that list);
 - xiv in the case of a national agreement, specify a guarantee of effective national distribution to all participating Members;
 - xv be submitted by you by email (with pricing in **MS Excel format**), and must specify details relating to matters listed in Clause 3;
 - xvi be returned by the nominated date. **No late tenders will be accepted** unless agreed to by TAG in its absolute discretion, and
 - xvii address any other matters set out in Item 6 of the Schedule
- 3.2 We:
 - i reserve the right in our absolute discretion to exclude any Supplier from the tender process, including any Supplier who was previously unsuccessful in a submission and who subsequently approached individual Members with revised offers of supply;
 - ii will, where appropriate, provide a detailed list of individual products to be supplied set out in Item 3 of the Schedule;

- iii will, where available and appropriate, provide approximate volumes based on past supply data set out in Item 4 of the Schedule
- iv will table all correspondence, documents and other information pertaining to submissions at Committee meetings.

4. PRICING

- 4.1 It is preferred that prices quoted be held firm for a minimum of 1 year.
- 4.2 Prices must commence from the commencement of the Agreement.
- 4.3 Where a fixed period of time without price increases has been submitted by you, you agree not to increase prices during that fixed period of time without the prior written approval of the General Manager.
- 4.4 Where no fixed period of time without price increase has been indicated and you consider a price increase to be fair and reasonable, you agree that prices shall not be increased before the end of the first semester of the academic year, generally the beginning of June 30 of each year.
- 4.5 Any increase in the second year of the Agreement is to be limited to a maximum equaling the CPI.
- 4.6 Price increases will not occur during the semesters of an academic year.
- 4.7 One month's prior written notice of any proposed increase must be given to the General Manager.
- 4.8 We retain the right, should we not accept the increase, to terminate the Agreement. Any such termination shall be in writing and signed by the General Manager and/or the Member (as applicable).
- 4.9 It is accepted that supplier price increases may remain beyond the control of wholesale distributors.

5. ADMINISTRATION FEE

- 5.1 We will charge against all Agreements, an Administration Fee of 1% of purchases, **including GST**, paid quarterly. This will be above and beyond any discounts, rebates or allowances referred to in 3.1 iv or 3.1 v. A Member-specific breakdown of purchases must be submitted to the General Manager within a month of the close of each quarter for verification. An invoice will be issued by us for payment.

6. COROPORATE SOCIAL RESPONSIBILITY

- 6.1 Each submission must be supported by the completion of the two TAG Flag questionnaires available at <http://www.tertiaryaccessgroup.com.au/about/social-responsibility/> The completed TAG Flag questionnaires will be taken into consideration by us during the Submission assessment process.
- 6.3 **Tender submissions not supported by completed TAG Flag questionnaires will not be accepted.**

7. SUBMISSION ASSESSMENT AND SELECTION

- 7.1 If requested by us and where appropriate, Members participating in the tender will evaluate samples of product provided by you in support of your submission. Samples are non-returnable, and will be kept at a central site for purposes of referencing specification compliance.
- 7.2 Participating Members, after considering cost, quality and any other requirements, local or particular issues relevant to the Member, will determine by preference vote the nominated Supplier for categories at a convened meeting of Members.
- 7.3 The lowest priced tender may not necessarily be accepted.
- 7.4 We may in our absolute discretion negotiate terms with the preferred submission prior to a final decision as to the successful Suppliers being made.
- 7.5 The results of the vote will be submitted to the Board for approval and ratification.
- 7.6 Our final decision will be provided to the Suppliers in writing within 21 days of the vote. Advice as to which submission is successful will be given, but no information regarding other submissions will be provided.
- 7.7 Where no conflict with another contract exists, Members may in their absolute discretion choose to purchase additional products from Suppliers outside those listed by the Member for tender.

8. SUPPLIER PERFORMANCE CRITERIA

- 8.1 The quality of the products supplied by you to Members throughout the period of the Agreement must be at least equal to the quality of any non-returnable samples supplied to Members as part the tender submission.
- 8.2 Where additional information or interpretation of an order is required, you must immediately contact the relevant participating Member of the group and seek clarification of the order.
- 8.3 You are expected to provide a reasonably guaranteed supply of products.
- 8.4 When an out of stock situation occurs or is likely to occur and delivery within the established time

schedule cannot be accomplished, you must contact the relevant participating Member of the group before dispatch and advise the reason for the delay and expected time of delivery.

- 8.5 You will take all reasonable action to provide out-of-stock items to Members with minimum delay. Substitute brands will only be accepted where prior approval has been given by the relevant Member **at a cost not to exceed the item replaced.**
- 8.6 Your representatives may not range or stock products or provide samples on a Member's campus unless prior approval has been given by the relevant Member. All shelf layouts shall be by negotiation with the relevant Member.
- 8.7 Members may request specific product specifications from time to time. All specifications will be passed on to you in writing by the General Manager.
- 8.8 Any product or size changes are to be submitted for prior approval of the General Manager at least twenty eight days before the change is made.
- 8.9 Should product quality and delivery specifications not be met and the matter not permanently corrected to the satisfaction of Members and TAG, then the relevant Member/s may, with the permission of the General Manager and the Board, choose to terminate the Agreement..
- 8.10 You must comply with any relevant quality assurance and HACCP standards in place and as nominated from time to time by the individual Members. If applicable, you must be externally audited for HACCP accreditation and a copy of your accreditation and other relevant documentation must be supplied to us as part of the submission and as otherwise requested by us from time to time.

9. KEY PERFORMANCE INDICATORS (KPIs)

9.1 You must comply with the following KPIs:

- i 95% in full, on time supply of your product to participating Members.
- ii 95% correct invoicing.
- iii 95% 21 day turnaround on credit and returns.
- iv 100% delivery of promotional support including allowance, material or activity outlined in your submission.
- v 100% adherence to any pricing, including periods for which pricing is to remain firm, as outlined in your submission.
- vi 100% adherence to one month's notice in writing of any increase in pricing.
- vii No price increases before June 30 in the first calendar year of the Agreement, (excludes wholesale distributors).
- viii No price increases during semester periods, (excludes wholesale distributors).
- ix Price increases limited to CPI in the second year of the agreement, (excludes wholesale distributors).
- x 95% on-time reporting of sales figures relating to the Administration Fee or rebates.
- xi 95% on time payment of the Administration Fee and/or rebates.
- xii Any other KPIs in place from time to time, as nominated by us.
- xiii Failure to meet KPIs will be taken into consideration in any agreement renewal option.
- xiv If you fail to meet KPIs, we may choose to terminate the Agreement.

10. DISPUTE PROCEDURES

- 10.1 Problems of delivery, quantity, quality, time payment, credits or ranging are to be discussed, in the first instance between the individual Member and you.
- 10.2 If the problem is not resolved at the individual Member level to the satisfaction of that individual Member, then that Member and/or you should contact the General Manager advising details of the problem and any solution proposed by the Member and/or you.
- 10.3 If the General Manager, the relevant Member/s and you are unable to find a resolution then the General Manager may in their absolute discretion forward options for a solution and a recommendation to you and all Members of the group.
- 10.4 All correspondence from Members and you will be tabled at a duly convened meeting of Members of the group. The Members of the group with the Committee and General Manager will determine a solution and the action necessary.
- 10.5 If any problem between you and the Members of the group cannot be resolved, we shall have the right to terminate the Agreement. Any such termination shall be in writing and signed by the General Manager on behalf of the Members.

SCHEDULE:

Item 1: Category

REFRIGERATION - COMMERCIAL

Item 2: Term of Agreement

01/12/2010 – 30/11/2012, subject to satisfactorily meeting the Supplier Performance Criteria and Key Performance Indicators as per Items 8 and 9 respectively of the Submission Specifications during the term of the agreement.

Item 3: Product Listing

Commercial refrigeration sales, leasing and service programs

Item 4: Estimated Volumes

As this is a new contract category, sales data is not available

Item 5: Participating Members

State	MEMBERS	Location
ACT	CANBERRA INSTITUTE OF TECHNOLOGY STUDENT ASSOCIATION	CANBERRA (5 CAMPUSES)
NSW	ILLAWARRA TAFE STUDENT ASSOCIATION INC	WOLLONGONG & 13 CAMPUSES ACROSS SE NSW
NSW	UTS UNION	SYDNEY (4 CAMPUSES)
NSW	WOLLONGONG UNICENTRE	WOLLONGONG
QLD	JAMES COOK UNIVERSITY STUDENT ASSOCIATION	TOWNSVILLE, CAIRNS

TAG Members not listed above as participants reserve the right to commence at any time during the term of the agreement, subject to Board approval. TAG contracts often experience growth in participation.

TAG operates a Benefits Partner Program for non-Member tertiary service providers. TAG reserves the right to nominate participation on their behalf at any time during the term of the agreement.

Item 6: Other Matters

As this is a broad category, with a number of options for each area, it may be difficult to satisfy the various requirements of the participating Members by singling out particular brands or specifications.

It is imperative submissions be tendered on an entire catalogue basis with a range of stated discounts for various categories, brands or specifications to simplify the comparison process.

Both TAG Flag sustainability questionnaires at <http://www.tertiaryaccessgroup.com.au/about/social-responsibility/> **must** be completed as part of your submission.

Tender submissions not supported by completed TAG Flag questionnaires will not be accepted.