



REQUEST FOR QUOTATION

Catering 2024-25

This package contains the following information:

- 1 Project Brief
- 2 Summary of Requirements
- 3 Conditions of Contract
- 4 Attachments

Responding organisations must read the information in the package carefully before submitting a Quotation.

Quotations must be submitted to Council by **11am Friday 28 June 2024** as described in this Request for Quotation.

Contact details: Governance

Tel: (02) 4677 0011

Email: council@wollondilly.nsw.gov.au

DATE: 14 June 2024
OUR REF: 4842-4



1. PROJECT BRIEF

Wollondilly Shire Council is seeking quotations from suitably qualified and experienced catering services to provide the following services on an as-required basis.

- Hot meals
- Dessert, Morning and Afternoon teas' (cakes, slices, pastries and sweets)
- Platters and/or grazing plates
- Sandwiches and wraps
- Special event catering – Cocktail events, Christmas, Melbourne Cup etc

Catering will be required either in our commercial kitchen, being Council's preferred option for evening Hot Meals, or delivered to the required Council facility or event location. Catering will also include the Wollondilly Performing Arts Centre.

This contract will be for the period 1 July 2024 to 30 June 2025.

After the close of this RFQ, submissions will be evaluated and a short list compiled of successful applicants. All applicants will be advised in writing on the status of their submission.

Inclusion on this short list does not guarantee any or regular work. Council may engage suppliers outside this RFQ.

1.1. Work Required

Please provide your prices using the attached schedule (page 5-6).

Please note that applicants may supplement this information with their own pricelists or other relevant information and provide gluten free, dairy free, vegan and vegetarian options where applicable.

When catering is required Council will select an appropriate caterer based on the time of function, location of function and availability of the required catering service. Council will provide suppliers with the number of guests and the preferred menu options within three days of an event, however please note that at times short notice may occur.

Provide prices and menu options for the categories listed below, you can choose to provide prices for a selection of categories or all as desired.

Please provide any gluten free, dairy free, vegetarian, vegan and healthy menu options where applicable. Please note when using our kitchen facilities, you will be required to abide by the user agreement (attached) which includes cleaning of the facility.

HOT MEALS

Hot meals are required each Tuesday night for up to twenty (20) people. Please supply flexible menu options for

- 1) Breakfast;
- 2) Entrée;
- 3) Main Meal and
- 4) Dessert.



CONTINENTAL BREAKFAST/ CORPORATE BREAKFAST/ MORNING TEA

Please supply details of pricing per head and varieties of foods available for a continental breakfast.

FINGER FOODS/ GRAZING BOARD / CHEESE AND FRUIT PLATTERS

Council requires availability and pricing on hot and cold varieties of finger food, cheese and fruit platters.

SANDWICHES AND WRAPS

Details of pricing structure and varieties available are required for the following:

- 1) Standard Sandwich;
- 2) Gourmet Sandwich; and
- 3) Wraps.

CAKES/SLICES/ AFTERNOON TEA

Availability and pricing on cakes, slices and afternoon tea boxes are also invited.

COCKTAIL EVENTS

Details of pricing per head, varieties of foods available to choose from and time for food to be catered for.

1.2. Key Deliverables

The Catering Services timeframe 1 July 2024 to 30 June 2025.

Suppliers must adhere to the relevant Food Safety Standards as outlined in the further details.

Council will evaluate the services provide after each event and use this information in our selection methodology as mentioned above.

Suppliers will be measured on punctuality, quality of food, standards of service and overall communication levels.

Inspection of commercial kitchen available on request.

1.3. Further Details

Conserve

Contractors providing services are required to register with Conserve who are the Online Contractor Management provider for Council. This requires you to register and upload all required insurance, licensing, qualifications and safety information and confirm compliance with relevant legislation.

In addition, Contractors are required to acknowledge a Contractor's statement and Councils Statement of Business Ethics and Customer Service Charter. Registration involves an annual fee currently \$280 excluding GST p.a. If your registration with Conserve is not active you will not be engaged by Council.



Food Safety and Handling

The successful applicant shall hold a current Food Safety Supervisor certificate. All food shall be prepared in an approved commercial food premises and their business registered with Council. Food handling shall comply with the requirements of the Australia New Zealand Food Standards Code.

Environment and Sustainability

Wollondilly Shire Councils' is committed to the principles of Ecologically Sustainable Development (ESD) as defined in the Local Government Act 1993 and therefore considers competitiveness from an environmental, social and economic perspective. Preference will be given to those bids which best demonstrate commitment to ESD.

Tenderers are required to demonstrate their ongoing commitment to sustainability and how their operative functions, in relation to the supply of the Goods and/or Services, consider sustainability as an integral element.

2.1 Enquiries and Clarification Process

Any enquiries or clarifications relating to this RFQ should be directed to Council's Governance Team.

Contact details:

Tel: (02) 4677 1100

Email: council@wollondilly.nsw.gov.au

Code of Conduct and Statement of Business Ethics

Wollondilly Shire Council is committed to the highest standards of honesty, fairness and integrity in all its business dealings. Council's Statement of Business Ethics sets out the standards of behaviour that Council expects from its private sector partners.

These standards of behaviour relate to fair, ethical and honest dealings with Council, and ensuring that the best level of service is provided to the community.

These documents are available on [Council's website](#).

Any breach by a Responding Organisation, or their representatives, of these policies, may result in the Responding Organisation being disqualified from this process or may constitute grounds for termination of this contract.



Wollondilly Shire Council - Standard Terms and Conditions

1. General

These conditions apply to any Purchase Order for goods and/or services ("Goods/Services") placed by Wollondilly Shire Council (WSC) and must be read in conjunction with any contract specified in an individual Purchase Order. If there is any inconsistency between these conditions and of the contract, the contract terms and conditions will prevail.

2. Quality and Delivery

The Supplier must, as specified in the Purchase Order:

- Provide Goods/Services safely and appropriately to protect it from damage; and
- deliver the Goods/Services:
 - (i) by the date;
 - (ii) to the place; and
 - (iii) in the quantity

3. Ownership and Risk

- Title in the Goods/Services will pass to WSC on delivery.
- The Supplier assumes all risk in the Goods/Services until it is accepted by WSC.

4. Warranties

- In addition to any warranties implied by law, the Supplier warrants that:
 - (i) the Goods/Services are free from defects in material and workmanship and are of merchantable quantity;
 - (ii) it has a right to provide the [Goods/Services](#);
 - (iii) the Goods/Services are free from any charge or encumbrance in favour of any third party not declared or known to Wollondilly Shire Council before or at the time the Purchase Order is made;
 - (iv) the Goods are of the description and quality specified in the Purchase Order;
 - (v) the Goods are fit for purpose;
 - (vi) the Goods/Services comply with all applicable Australian standards and legislation; and
 - (vii) the Goods do not infringe any patent, registered design, trademark or name, copyright or any other protected right
- The Supplier will ensure that any warranty offered by a manufacturer of the Goods/Services is enforceable by WSC.
- For the avoidance of doubt WSC may treat any breach of the warranties in this clause 4 by the Supplier as a repudiation of the Purchase Order giving rise to the remedies specified in clause 5.
- By agreeing to provide goods and/or services in accordance with this Purchase Order the Supplier warrants that it complies with the *Fair Trading Act 1987 (NSW)* and the *Competition and Consumer Act 2010 (Cth)*.

5. Acceptance and Rejection

- WSC may, at any time before acceptance, reject the Goods/Services if WSC believes the Goods/Services is defective, do not comply with the warranties specified in clause 4 above or do not meet the Purchase Order. WSC prior to rejection may unpack, inspect and test the Goods/Services for this purpose.
- WSC may, at any time after acceptance, reject the Goods/Services if WSC believes the Goods/Services is defective, do not comply with the warranties specified in clause 4 above or does not meet the Purchase Order, provided that the defect could not have been discovered prior to acceptance.
- If WSC rejects the Goods/Services (or any part of the Goods/Services) the Supplier must comply with a requirement of WSC to:
 - (i) collect the defective Goods/Services and replace it at the Supplier's expense; or
 - (ii) refund WSC any amount paid for the defective Goods/Services.
- The parties expressly agree that the rights of WSC pursuant to paragraph (c) above apply notwithstanding that the matters in clause 4 are described as warranties.

6. Cancellation

- If the Supplier is unable to supply the Goods/Services as specified, it must promptly notify WSC, and if the Goods/Services are completely unavailable, the Supplier may offer another Good/Service as a substitution. WSC may accept or reject the substitute Goods/Services in its absolute discretion.
- The substitution of the Goods/Services must be approved by both parties in writing.
- WSC may (at any time before delivery), cancel or change the Purchase Order. If this occurs, and:
 - (i) the change causes an increase or decrease in the cost of the Goods/Services, or time required to deliver the Goods/Services, an equitable adjustment will be made appropriate to the circumstances;
 - (ii) The Supplier has already incurred any reasonable expense in satisfying the Purchase Order, WSC will pay those expenses.

7. Price, Payment Terms, GST

The Supplier must have an Australian Business Number (ABN). WSC requests the Supplier to issue a tax invoice for the Goods/Services within twenty-eight days from the date of the Purchase Order. The Supplier's tax invoice(s) are to show all the details required by *A New Tax System (Goods and Services Tax) Act 1999*.

If the Supplier is not register for GST and is not required to be registered for GST, WSC requests the Supplier to issue an invoice for the Goods/Services within twenty-eight days from the date of this order.

A (tax) invoice must identify the Purchase Order Number. Each (tax) invoice must also include ABN and the name of the Supplier that is recorded in the Australian Business Register for that ABN. Otherwise, PAYG Withholding (No ABN) law requires WSC to withhold an amount from the payment and send it to the Australian Taxation Office.

Where a correctly rendered invoice is provided, WSC will pay the Supplier within 30 days from the invoice date, unless agreed otherwise in writing with the Supplier.

8. Indemnity

The Supplier indemnifies WSC against any and all claims by a third party and any loss, personal injury, death or damage arising out of or in connection with an act or omission of the Supplier in supplying the Goods/Services or any and all obligations or warranties under these conditions.

9. General

- The Supplier must not assign the benefit of the Purchase Order without WSC prior written approval.
- No variation of the Purchase Order will be binding on WSC unless in writing and signed by a duly authorised representative of WSC.
- WSC's failure or delay to enforce a condition, or to exercise a right or remedy for breach, is not a waiver of any other breach.
- These conditions will be governed by the law of New South Wales and the parties submit to the jurisdiction in that State.

10. Insurance

The Supplier must maintain the following policies of insurances (Details of insurances are to be provided in the returnable schedules.):

- Public Liability: Amount per occurrence shall not be less \$20,000,000 (AUD)
- Product Liability (where applicable): Amount per occurrence shall not be less \$10,000,000 (AUD)
- Professional Indemnity (where applicable): As determined by WSC in accordance with the risk profile of the service or advice provided. The policy must include the provision for one automatic reinstatement of the sum insured.
- Motor vehicle insurance for any vehicles used to provide the goods/services and relevant insurance for unregistered vehicles (plant)
- Workers Compensation insurance in respect of its employees

11. WH&S and Work Cover regulations

All suppliers and contractors must comply with current WHS legislation.



Quotation Schedule

Catering Services 2024-25

I (your name).....being the (your position)

From (organisation)..... (ABN).....

submit the following Quotation to complete the works as outlined/specified in this Request for Quotation.

Our Contact Details are:

Contact Person	
Direct Phone	
Mobile	
E-mail	

Our Quoted Amounts are:

Item No.	Item Description	Quoted Amount (ex. GST)
	Total Quoted Amount (excl. GST)	

OR

Attached are our flexible sample menus.

Onsite or Delivery availability

Onsite	YES/ NO	
Delivery	YES/ NO	
Delivery to Offsite Premises Offsite catering can include pre-packaged options delivered to offsite meetings.	YES/ NO	
Table Service for evening meals/ functions	YES/ NO	

We would be able to start work within weeks of receiving a Purchase Order. We have read the Request for Quotation Brief and understand the work required from us.



Please provide two references which provides details of previous catering experience.

Outline any information which details your organisations ability to provide the required services such as your quality standards, WHS standards, if you source local produce or use organic/Australian ingredients and produce, your sustainability practises, local staff content or anything that will help us to understand your organisation.

By submitting this quotation, I accept the terms and conditions as set out in this RFQ.

Signed (your signature)..... Date (today's date).....