



**Invitation to Tender
And Competition Rules**

For the Supply & Delivery of

Frozen Food Products

On Behalf of

HSE Mid Western

(covering counties Clare, Limerick and Tipperary North)

HSE West

(covering counties Galway, Mayo and Roscommon)

&

HSE North West

(covering counties Donegal, Sligo and Leitrim)

Tender Reference

HSE 035/13



Invitation to Tender and Competition rules – Open Procedure

| Tender Title | Supply & Delivery of Frozen Food Products | | | | | | | | | | | | |
|---|---|-------------|--------------------|---------------|---|---------------|-------------------------|---------------|--|---------------|--|---------------|---|
| HSE Ref | HSE Ref 035/13 | | | | | | | | | | | | |
| Tender Description | <p>The Health Service Executive Mid Western (covering counties (Clare, Limerick and Tipperary North), HSE West (covering counties Galway, Mayo and Roscommon) and the Health Service Executive North West (covering counties Donegal, Sligo and Leitrim) invite tender proposals from suitably qualified companies who wish to participate in a tender competition for the Supply & Delivery of Frozen Food Products. HSE locations & organisations funded by the Mid Western (covering counties (Clare, Limerick and Tipperary North), HSE West (covering counties Galway, Mayo and Roscommon) and the HSE North West (covering counties Donegal, Sligo and Leitrim) The estimated spend for the HSE Mid Western, HSE West and HSE North West on Frozen Food Products is € 800,000 per annum.</p> <p>This tender will be divided into Lots as follows:-.</p> <table border="1"> <thead> <tr> <th><u>Lots</u></th> <th><u>Description</u></th> </tr> </thead> <tbody> <tr> <td>Lot 1:</td> <td>Frozen Potatoes Products & Frozen Vegetables Products</td> </tr> <tr> <td>Lot 2:</td> <td>Frozen Seafood Products</td> </tr> <tr> <td>Lot 3:</td> <td>Frozen Meat Products & Frozen Poultry Products</td> </tr> <tr> <td>Lot 4:</td> <td>Frozen Savoury/Snacks & Frozen Breads / Pastries</td> </tr> <tr> <td>Lot 5:</td> <td>Frozen Ice-Cream Products & Frozen Dessert Products</td> </tr> </tbody> </table> <p>The duration of this contract is 48 months The Health Service Executive reserves the right to test the market during the contract period.</p> | <u>Lots</u> | <u>Description</u> | Lot 1: | Frozen Potatoes Products & Frozen Vegetables Products | Lot 2: | Frozen Seafood Products | Lot 3: | Frozen Meat Products & Frozen Poultry Products | Lot 4: | Frozen Savoury/Snacks & Frozen Breads / Pastries | Lot 5: | Frozen Ice-Cream Products & Frozen Dessert Products |
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| Lot 5: | Frozen Ice-Cream Products & Frozen Dessert Products | | | | | | | | | | | | |
| Type of Procedure | Open | | | | | | | | | | | | |
| CPV Code[s]/Description[s] | Frozen Food Products 15896000, 15555000, 15311000, 15220000, 15331170 | | | | | | | | | | | | |
| Completed Tenders must be returned to: | <p>HSE Tender for: Supply & Delivery of Frozen Food Products</p> <p>Brendan Healy Portfolio & Category Management HSE Procurement Cherry Orchard Hospital Ballyfermot, Dublin 10</p> <p>Please see Schedule 5 in the attached Tender response document for address label to be attached to the completed tender document.</p> | | | | | | | | | | | | |
| Closing Date | 12 Noon Thursday 18th April 2013 | | | | | | | | | | | | |
| Queries Deadline | 12 Noon Wednesday 27th March 2013 | | | | | | | | | | | | |



Invitation to Tender and Competition rules – Open Procedure

HSE Tender Contact

The sole point of contact for the Health Service Executive (HSE) shall be Brendan Healy. Tenderer's shall not contact any of the Health Service Executive personnel about this tender between the issuance of this document and the date of award unless previously authorised to do so by Brendan Healy. Any necessary meetings or discussions will be arranged and/or facilitated by Brendan Healy, or his nominee, telephone: 353 1 6206280 In all phases of this procurement, all communication among tenderers and the Health Service Executive related to the invitation to tender must be in writing, by email to brendan.healy@hse.ie. All tenderers will be advised by email of any significant issues raised by any tenderer. Copies of all questions received and answers given will be forwarded to all participants via email. It is the responsibility of all tenderers to check their e-mail on a daily basis. Questions raised after **Wednesday 27TH March 2013 at 12 noon will not be entertained.**

Failure to comply with any of the above procedures may disqualify the tenderer.

| Hardcopy Documentation Required | Number of Copies |
|--|------------------|
| Hard Copies Unpriced | 1 |
| Hard Copies Priced | 1 |
| Soft Copy(CD/memory stick) (Incl. Pricing) | 1 |
| Soft Copy(CD/memory stick) (Excl. Pricing) | 0 |
| Supporting documentation required (e.g. HACCP policy, Certificates, brochures, etc.) | 1 |

In the event of a dispute, the hard copy submission shall be the official Tender response. For clarity, hard copy submissions must be received at the location specified (fax or email is not acceptable). Tender responses should be submitted in English.

Completed tender documents must be submitted as follows:

- One hard copy (priced) in a dual-ring bound folder
- One hard copies (unpriced) with each copy in a dual-ring bound folder
- Do not bind tender documents in any other way
- Do not place individual pages in individual plastic pockets
- All the pages should be numbered in sequence
- One soft copy on CD Rom/memory stick

Note:

It is imperative that all questions in the Tender Response section are completed in the format provided as this Tender Response section will be used as the basis for evaluation of selection and award for this contract.

For general information on HSE refer to www.hse.ie

Late submissions/tenders will not be considered under any circumstances and will be returned unopened. The onus is on Tenderer(s) to present clear and accurate tenders rather than on the HSE to decipher mistakes. The HSE cannot be responsible for, and may not consider submissions, which are badly drafted or contain fundamental errors or omissions.

It is the Tenderer's responsibility that the tender submission is received at the above address only. Any tender submissions not received at the above address may be excluded from the competition.

Conditions of Contract

Where no Specific Conditions of Contract are included in this document, HSE's Standard Terms shall apply.

These are available at <http://www.hse.ie/eng/about/Procurement/TermsConditions/> (**version 7**)

Companies must be tax compliant and comply with all revenue legislation which can be downloaded from the revenue website www.revenue.ie



In addition Tenderer(s) are required to state that they agree (by sending back the tender acknowledgement form) to be bound by the terms and conditions laid out in this document.

This statement must be clear and unequivocal. Acceptance “in principle” is not acceptable as the agreement will not be negotiated with individual Tenderers.

Quantity

Quantities, volumes and demand profiles, where stated, are an estimate of total requirements for a 12 month period only or an identified period; these are not identified as guaranteed or committed quantities or volumes and serve to provide a guide to the order of magnitude of demand for the HSE. Orders will be issued locally to meet actual requirements during the contract period.

Where the HSE has quoted brand names as Product/Service descriptions, these are used only for description and are not a statement of preference. The use of a brand name may indicate a product/service that has met an equivalent requirement in the past. Tenderer(s) are invited to submit equivalent / alternative Product/Services. Tenderer(s) are requested to state exact measurements of equivalent or alternative Product/Services and give the brand name and catalogue number for all items offered.

Currency

Pricing provided **MUST** be returned in Euro exclusive of VAT. Companies should indicate what VAT rate is applicable for each product.

Determination of Responsiveness

After the official opening of submissions, the Purchaser or his nominated staff will determine whether each tender is substantially responsive to the requirements of the submission/tender documents. A substantially responsive submission is one which conforms to all the terms, conditions, instructions (including but not limited to completion of documentation, return of completed submission to correct address) and specifications of the Invitation to Tender document, without material deviation.

A material deviation is one which affects in any substantial way the price, scope, quality, completion or timing of the proposed contract to be undertaken by the Tenderer or which limits in any substantial way the Purchaser's rights or the Tenderer's obligations under the contract.

A submission determined to be non-responsive shall be rejected by the Purchaser and may not be subsequently made responsive by the Tenderer by correction of the non-conformity. The submission will be considered only on the basis of the responsive contract lot(s).

The Purchaser may waive any minor non-conformity or irregularity in a submission which does not constitute a material deviation, provided that the waiver does not prejudice or affect the relative ranking order of or scoring of any submission.

Submissions by Groups of Economic Operators

Tenders may be submitted by groups of service providers.

Submissions should make clear which companies are proposed to be members of the consortium (and jointly and severally liable to the Contracting Authority) and which are to be sub-contractors. Subsequent changes to the members of the consortium may result in disqualification of that group.

Any conflict of interest or potential conflict of interest involving a Tenderer, (or Tenderer(s) in the event of a consortium bid), must be fully disclosed to the HSE, particularly where there is a conflict of interest in relation to any recommendation or proposals put forward by the Tenderer. In the event that the HSE considers that a



conflict of interest or potential conflict of interest exists, the HSE will, in its absolute discretion, decide on the appropriate course of action.

Should the contract be awarded to a consortium, each firm in the consortium shall be jointly and severally liable to the Contracting Authority for the fulfilment of the terms of the contract.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing an undertaking by those entities to that effect.

Confidentiality

This document remains the property of HSE and is issued only in connection with the invitation to submit a detailed response to this request to provide a proposal for expression of interest. The document may not be copied, it may not be given to any third party, and its contents may not be divulged to any third party without the prior written consent of HSE. It may not be altered in any way. All information contained in this document must be treated in the strictest confidence by the Tenderer and by all the Tenderer's staff. Any third party involved in completing the proposal must also comply with these confidentiality requirements.

Inspection/Validation

The HSE reserves the right to inspect company premises to verify all information supplied. HSE Procurement, Portfolio & Category Management Staff will liaise directly with your company on the exact detail for visiting any reference sites where applicable, after opening of tenders. Failure to meet these requirements may eliminate you from further consideration in this tender process.

Tenderers may be required to supply other information as required with reference to the provisions of the relevant EU Procurement Directives.

Product /Service Information

Tenderer(s) may be required to provide sample Product/Services free of charge for evaluation by the Executive to be delivered to a location as specified by the person nominated in this document. Failure to comply with this requirement may result in the elimination of the tender submission.

Insurance / Indemnification

The contractor, **before the commencement of the contract**, shall take out a policy or policies with an approved insurance company to the amounts set out below. Such policy or policies duly completed shall be furnished to the HSE acting on behalf of HSE for approval before the commencement of the contract.

| Insurance Type | Required Insurance Level |
|---------------------|--------------------------|
| Public Liability | €6.5million |
| Product Liability | €6.5million |
| Employers Liability | €12.7 million |

Tender Validity Period

Unless otherwise stated, the submission shall remain valid six months from the closing date.

Transfer and Sub-Contracting

This agreement is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations under this agreement, without the express written authorisation of the HSE.

The HSE is entitled to assign and transfer all or part of its rights and obligations under this Agreement.



Canvassing / Interference

Please note that canvassing or failure to comply with the Communications Protocol as set out in this document may result in the disqualification of your submission/tender.

Any effort by the Tenderer to unduly influence any staff or agents of the HSE in the process of examination, clarification, evaluation and comparison of submissions and in decisions concerning the Award of Contract shall have their submission rejected. In accordance with Section 38 of the Ethics in Public Office Act 1995 any money, gift or other consideration received from a person holding or seeking to obtain a contract will be deemed to have been paid or given corruptly unless the contrary is proven.

Cancellation of Tender Process

In the event of cancellation of the competitive process/tender procedure, Tenderer(s) will be notified of the cancellation by the HSE. The following is not an exhaustive list and cancellation may occur where:

- The tender procedure has been unsuccessful, i.e., no qualitatively or financially worthwhile tender has been received or there is no response at all;
- The economic or technical data of the project have been fundamentally altered;
- Exceptional circumstances or force majeure render normal performance of the contract impossible;
- All technically compliant tenders exceed the financial resources available;
- There have been irregularities in the procedure, in particular where these have prevented fair competition.

In no event shall the HSE be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the HSE has been advised of the possibility of damages. The publication of a procurement notice does not commit the HSE to implement the programme or project announced.

Debriefing of Suppliers

The HSE adopts a voluntary constructive policy on debriefing unsuccessful Tenderers. The purpose of debriefing is to establish a reputation as a fair, honest, 'open' and ethical organisation to encourage good suppliers to seek the HSE business and submit tenders. The HSE recognizes that it is important that unsuccessful Tenderers are offered some benefit from the time and money spent in preparing their tenders; and assisting suppliers to improve their performance. Apart from observing legal obligations where provisions of EU Procurement Directives apply, debriefing suppliers not selected either for a bid list or unsuccessful Tenderer(s) is considered important in helping suppliers to improve their competitive performance and it increases the potential for improved value for money (VFM) on future competitions. It is viewed as a key element in supplier development and allows procurement staff to gain more information on the market place, in general, and supplier specialisation in particular.

For all significant contracts the HSE will provide a formal debriefing on request from Tenderers who have been unsuccessful. The formal debriefing may take the form of written correspondence and / or a meeting as deemed appropriate by the responsible Procurement Officer.



Special Conditions of Contract

1. Stock Levels: Successful suppliers will be required to carry sufficient stocks to satisfy the delivery requirement of the HSE. Delivery shall mean within three working days of official order or a period agreed locally with authorised Officer of the HSE.

2. Quality: Quality is not negotiable. All items will be supplied as per specification and conform to quality and performance monitoring checks on delivery. All current/ updated guidelines from the Food Safety authority of Ireland must be adhered to. The use of a brand name indicates a product/service that has met an equivalent requirement in the past.

3. Food Safety: All suppliers' premises shall be registered or licensed or approved by the appropriate Regulatory Authority.

- The Health Service Executive reserves the right to audit the business of any firm who tenders and shall request the Superintendent Environmental Officer to validate the firm as a suitable source of supply for food stuffs. The contract shall be terminated with immediate effect if such approval is not forthcoming.

- This contract is conditional upon the Contractor being in compliance with the terms of the Food Safety Legislation and appropriate IS Code (and any subsequent amendments to these) and any other legal requirements and if the Contractor is found in breach of those regulations, the Health Service Executive will reserve the right forthwith, without notice, to cancel the contract and this clause would be deemed and no compensation, costs or damages can be claimed by or are payable to the supplier.

- Suppliers shall ensure that Food Vehicles shall comply with the requirements as laid down in the Food Hygiene (Amendment) Regulations 1989 (and any subsequent amendments). The Health Service Executive reserves the right to inspect delivery vans and equipment for cleanliness and adherence to required temperatures.

- Frozen Food at a temperature of -18°C to -22°C

- Delivery personnel are required to wear clean protective clothing at all times.

- Adequate time must be given by Suppliers, at the time of delivery, to allow catering staff to check for correct temperatures, quality and quantity.

- Samples of raw materials may be taken for analysis at any time.

4. HACCP Requirement: All candidates are required to operate a HACCP system (Hazard Analysis Critical Control Point), as required under law. All tenderers must provide documentary evidence of operation of same and when it was last revised.

5. Deliveries: Delivery times must be such that suitably trained staff are available to receive and check deliveries in the presence of the delivery person. Delivery times to be mutually agreed between supplier and each location. Should deliveries be left on site at other times, outside those agreed for each location, then the supplier may be asked to take back the consignment and issue a credit note.

In the event of an unusual/emergency request being received the contractor will ensure that this request will be given an urgent delivery priority rating. Such requests will only be placed with the authorisation of the authorised officer of each location.

6. Orders: All orders must be filled with products and quantities specified. Any deviation must be notified and agreed with the Purchasing Officer.

7. Expiry Dates: All expiry dates should be of appropriate duration for normal business practice. Use by date from date of delivery must be clearly indicated.



8. Weights and Packaging: The successful supplier shall ensure that the packaged products delivered shall accommodate safe manual handling practices. In particular, no individual item shall weigh more than 17kg. Furthermore, the ergonomic aspects and centre of gravity of any items delivered shall allow for safe lifting and movement, and the design of the packaging shall allow for ease of handling.

9. Defective Supplies: Tenderers are specifically advised of the importance of HSE standard terms relating to purchase in default. Please refer to section 49 of Standard Conditions of Contract. For the purposes of this contract and in accordance with section 49.1.1 HSE varies the remedy time of 14 days to 24 hours.

Tenderers should be aware that the HSE may purchase replacement product from another source and recoup excess, plus costs between contract and market price from supplier when:

- Requested items are not delivered on time or short delivered.
- Rejected items are not replaced on time so as to cause disruption to HSE.

10. Product Recall/Replacement: Contractor will promptly advise the HSE of all recalls etc relating to all products associated with this contract. At least three working days notice in writing must be provided advising of any discontinuation or replacement of a product line.

11. Invoicing: Invoices to be presented at agreed weekly intervals. Each invoice shall quote the number of the relevant Purchaser's Order, the delivery price and the delivery address. Value Added Tax shall be itemised separately on each invoice. Invoices must show the Suppliers VAT Number.

12. Packaging: The Goods or Services shall be marked in accordance with the Purchaser's instructions (if any) and any applicable regulations or requirements of the carrier, properly packed and secured so as to reach the Delivery Address in an undamaged condition in the ordinary course. A Packaging Note should accompany each delivery or consignment of the Goods and must be displayed prominently.

13. Price: Prices will be fixed for the first twelve months of the contract and will be reviewed thereafter throughout the remaining period of the contract in line with CPI, seasonal changes and market price fluctuations. The HSE reserves the right to go to the next placed tenderer or/and re-tender if agreement cannot be reached with a supplier during a price review.

14. Product/Service Issues: In the event of any defect becoming apparent after delivery, the supplier shall remove the rejected goods within 24 hours, and make arrangements to replace the goods or credit as instructed. Produce which exceeds temperature limits on delivery shall be returned, at no cost to the delivery location or Health Service Executive. In instances where vacuum has not sealed properly, returns must be accepted.

- In the event of a breach of the terms of specification:
 - Appropriate action will be taken by supplier to remedy the situation.
 - If there is no improvement or repetition a written warning will be issued
 - If there is still no improvement/ repetition of the same problem, this will result in the supplier being withdrawn from the Approved Framework List
- In the event of a serious breach of the terms of this specification the supplier will be subject to immediate removal from the Approved Tender List.
- Any further sampling found to be necessary will be at the supplier's expense.
- In the event that a customer complaint of food poisoning of deleterious substances in a supplier product then HSE will require a thorough investigation by the supplier.
- The results of the supplier's investigation must be forwarded to the Catering Officer or the Quality Manager in written report.

If laboratory analysis is required this will be undertaken and charged back to the supplier as appropriate.



Invitation to Tender and Competition rules – Open Procedure

- 15. Traceability:** Contractors **must** promptly advise the HSE Hotel & Utilities Portfolio team of all changes in sourcing of products associated with this contract. At least seven working days notice in writing must be provided advising of any changes by the contractor in sourcing products. All requests must be submitted in writing and E-mailed to hotel.services@hse.ie.
- 16. Contract Meetings:** Regular contract evaluation meetings may be required. Successful tenderer(s) to provide contact details with person with responsibility for contract management.
- 17. Management Reports:** Provide periodic management reports detailing products supplied, quantity and value for each HSE location.
- 18. Pack sizes** may change only on the approval of the Hotel & Utilities Portfolio team. E-mail to hotel.services@hse.ie and at least **seven** working days notice in writing must be provided and prices must be on a pro rata basis.
- 19. Products will be supplied as submitted in the tender-competition response document.** No substitution of products is allowed. Products cannot be added or deleted during the lifetime of the contract unless authorised by Hotel & Utilities Portfolio team. All requests must be submitted in writing and E-mailed to hotel.services@hse.ie. Approval or non-approval will be issued in writing by return.
- 20.** The Contractor **must** promptly advise the Hotel & Utilities Portfolio team of all changes in sourcing of products associated with this contract. All requests must be submitted in writing and e-mailed to hotel.services@hse.ie. Approval or non-approval will be given in writing. At least three working days notice in writing must be provided advising of any changes by the contractor in sourcing products.
- 21. Lots:** The HSE reserves the right to award single or multiple/all lots or specific product lines for a group/ combination of groups or all groups to individual or multiple tenderers based on Most Economically Advantageous tender response.
- 22. Microbiological** The successful tenderer(s) must provide independent test results e.g. microbiological information to the HSE catering departments upon request for all products over the life time of the contract. The test results should outline the test parameters and results recorded. Evidence of compliance must be made to the HSE in the form of a written agreement.
- 23. All tenderers must complete in detail and return Appendix 2 Vendor Assessment Questionnaire.**
- 24. Tender Submission:** Any tender submitted, will be considered to be an offer to supply the relevant lots and is binding upon them and such an offer cannot be withdrawn under any circumstances.

1) SPECIFICATION OF REQUIRMENTS

Frozen Food Products

All products specified shall be of a quality that is NOT inferior to similar products available for purchase at retail outlets.

Frozen Food Products shall conform to the relevant specification below:

Product Expiry Dates: All tendered products must have a minimum of half of shelf life/best before date remaining at time of delivery

Labelling: All Frozen Food Products shall be labelled in English, clearly with the following information displayed (in accordance with EU Regulation SI 205 of 1982 and the amendment regulations SI 214 of 1987 and comply with subsequent regulations and future changes):

- name under which the product is sold *
- nutritional values
- list of ingredients
- quantity of certain ingredients
- net quantity *
- date of minimum durability *
- any special storage instructions or conditions of use
- name or business name and address of the manufacturer or packager, or of a seller within the European Union
- place of origin of the foodstuff if its absence might mislead the consumer to a material degree
- instructions for use where necessary
- batch code

**These details must appear in the same field of vision*

- a) **Microbiological Guidelines:** in addition to the general provisions of the Food Hygiene Regulations, including (EC) No 2073/2005 and any subsequent amending legislation, all frozen products shall conform to such microbiological guidelines as issued for the Department of Health.

Tenderers must comply with:

- a. All National and EU Regulations 1992 (**S.I. No. 290 of 1992**)
- b. EU Regulations 1995 (**S.I. No. 370 of 1995**) (Monitoring of Temperature in the means of Transport, Warehousing and Storage of Frozen Foodstuffs and Sampling Procedure and Methods of Analysis for Control of the Temperatures of Frozen foods intended for human consumption)
- c. **Frozen Food** Products/ingredients should be free from genetically modified DNA or GMO specific protein.
- d. **Frozen Food** Products must have a delivered temperature within a range of -18 to -22 celsius.
- e. **Frozen Foods** must be packaged in pre-packaging which protects them against external contamination and drying.

Where a tenderer makes a nutrition or health claim about their product, then the product *must* comply with



Regulation 1924/2006

The tenderer(s) will commit to working with the HSE to develop product specifications which will improve the nutritional and dietary values for the duration of this framework agreement.

Minimum Requirement

Successful Tenderers must operate a HACCP. System (Hazard Analysis Critical Control Point) to ensure that their food is safe for consumption (Article 5 of regulation EC, no.852/2004 of the European Parliament and of the Council on the Hygiene of Foodstuffs). **It is essential that you submit details verifying your HACCP system and when your document was revised.**

Products will be supplied as submitted in this tender competition response document. No substitution of products is allowed unless the product is agreed in advance with the HSE.

2. GENERAL SPECIFICATION FOR DELIVERY OF PRODUCTS

Delivery Personnel

- Delivery personnel must behave in a hygienic manner.
- Delivery personnel must adhere to personal hygiene regulations and rules.
- Delivery personnel must have a good level of personal hygiene, i.e. clean in appearance, clean hair and nails.
- Delivery personnel must not engage in unhygienic practices, i.e. spitting, etc
- Delivery personnel must not smoke in food vehicle or on the food premises
- Delivery personnel Wear suitable and clean protective clothing including headwear where necessary.
- Delivery personnel must observe all hygiene rules set out in the H.S.E. premises.
- Delivery personnel must cover cuts with blue waterproof adhesive dressing.
- Delivery personnel must handle all food deliveries with care.
- Delivery personnel should have received training in food safety commensurate with their work.
- During delivery if the delivery personnel observe any defects in the products then he/she shall segregate the items in question, record and return to supplier.
- The delivery personnel must accept any food items rejected due to deviations from the acceptable levels/criteria stipulated in the premises HACCP plan.

Delivery Vehicle

- Food vehicle must be clean and weatherproof.
- The internal surfaces of the vehicle body shall be impervious and easy to clean and the vehicle body shall be sealed, to prevent the entry of pests, exhaust fumes and other sources of contamination.
- Food vehicle shall not store any items likely to contaminate food, e.g. cleaning chemicals, etc.
- Shelving in a food vehicle shall be smooth, impervious and easily cleanable
- All Frozen food shall be segregated, to avoid cross contamination, if transported in the same delivery vehicle. This separation should be physical separation, not just packaging.
- All chilled food vehicles shall be capable of delivering foods between minus 1°C and 5°C.
- All frozen food vehicles shall be capable of delivering food not greater than minus 18°C to -22 celsius.
- The temperature recorder on delivery vehicles shall be checked regularly to ensure that the air temperature is maintained at or below minus 18°C in the case of frozen food.

1.1 Exclusion Criteria

As per article 45 of EU Council Directive 2004/18, any Tenderer who has been the subject of a conviction by final judgment of which the Awarding Authority is aware, for one or more of the reasons listed below, shall be excluded from participation in a public contract

- (a) **Participation in a criminal organisation**, as defined in Article 2(1) of Council Joint Action 98/733/JHA (1);
- (b) **Corruption**, as defined in Article 3 of the Council Act of 26 May 1997 (2) and Article 3(1) of Council Joint Action 98/742/JHA (3) respectively;
- (c) **Fraud** within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities (4);
- (d) **Money laundering**, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering (5)

Tenderers who fail to sign the Statutory Declaration, at the end of the Tender Response section, will be excluded from this competition.

1.2 Qualitative Selection Criteria

| Main Criteria | Sub-Criteria | Mandatory (potential suppliers must submit this information, in the absence of this information, a potential supplier may be excluded) | Comments/ Rules |
|--|--|---|-------------------------------|
| Economic and Financial Standing (Art 47) | Turnover Relating to Specific Frozen Food Product(s) (PA):- | Minimum Required €200,000 | Pass/Fail compliance required |
| | The successful supplier must provide a Tax Clearance Certificate issued by the Irish Revenue Commissioners. For further details on how to obtain a Tax Clearance Certificate, refer to: http://www.revenue.ie/en/online/tax-clearance.html | Mandatory | Pass/Fail compliance required |
| | Provision of audited financial statements / accounts | Mandatory | Information only |
| | Professional Statement | Demonstrate sufficient financial capacity to undertake this contract. | Information only |



Invitation to Tender and Competition rules – Open Procedure

| Main Criteria | Sub-Criteria | Mandatory (potential suppliers must submit this information, in the absence of this information, a potential supplier may be excluded) | Comments/ Rules |
|--|---|--|--|
| Technical and Professional Ability (Art 48) | Relevant company experience and track record of <u>similar</u> contracts to the HSE's specific requirements in this tender | Mandatory Minimum Requirement Must provide 3 examples of similar contracts within the last 3 years. | Pass/Fail Submissions will be reviewed for relevance and applicants may be excluded on the basis of this review |
| | Capacity (Manpower & Facilities) | Mandatory Minimum Requirement Demonstrate that overall staffing resources and facilities are sufficient to manage contracts similar to the specific requirements of this tender. | Pass/Fail Submissions will be reviewed and applicants may be excluded on the basis of this review |
| | Administrative Support & Management Reporting | Mandatory Minimum Requirement Demonstrate satisfactory administrative support facilities, including ability to provide management reports | Pass/Fail Submissions will be reviewed and applicants may be excluded on the basis of this review |
| | Tender specific company references | Mandatory Minimum Requirement At least 3 relevant examples to be provided within the last 3 years. | Information only |
| | Account Managers | Mandatory Minimum Requirement Must give a list of Account Manager(s) who will be contactable and manage contracts. | Information only |



Invitation to Tender and Competition rules – Open Procedure

| Main Criteria | Sub-Criteria | Mandatory (potential suppliers must submit this information, in the absence of this information, a potential supplier may be excluded) | Comments/ Rules |
|---|--|--|--|
| Quality Assurance Standards (Art 49) | Confirmation your company operates a HACCP system | Minimum Requirement Must operate and comply with this policy Must provide up to date copy of HACCP Plan | Pass/Fail Compliance required |
| | Quality Assurance and Accreditation | Minimum Requirement Demonstrate satisfactory quality assurance mechanisms in place and accreditation attained | Pass/Fail Submissions will be reviewed and applicants may be excluded on the basis of this review |
| | Staff Training & Vetting Procedures | Minimum Requirement Demonstrate satisfactory staff training and vetting procedures in place and in operation | Pass/Fail Submissions will be reviewed and applicants may be excluded on the basis of this review |
| Environmental Management Standards | Environmental Management Policies | Minimum Requirement Demonstrate satisfactory environmental management and waste disposal policies and procedures | Pass/Fail Submissions will be reviewed and applicants may be excluded on the basis of this review |

Note: Tender proposals must meet the minimum requirements in all criteria above to qualify for the next stage of the evaluation process.

1.3 Award Criteria

Tenders that achieve the minimum requirements set out in the Qualitative Selection Criteria will be evaluated to determine which presents the most economically advantageous tender. Tenders will be evaluated using the criteria and associated weightings outlined below:

| Award Criteria | Sub-Criteria | Weighting | Marks | Minimum requirements |
|---------------------------------------|---|-----------|-------|----------------------|
| Quality | Compliance with Product Specification & Nutritional Value | 30% | 300 | See note below |
| After Sales | Contract Management | 5% | 50 | See note below |
| Delivery | Capability of the tenderer to deliver & meet requirements | 15% | 150 | See note below |
| Ultimate Cost (inclusive of delivery) | | 50% | 500 | |
| | | 100% | 1000 | |

Note: Overall Minimum Requirements for Award: Tender submissions must achieve **50%** of the available marks for each of the main sub criteria listed above.

1.4 Guide to Evaluation Process

In relation to cost (where applicable), the highest mark is assigned to the tender with the lowest **lifecycle** cost (typically consisting of running costs, cost effectiveness and purchase price but must also include cost of disposal where relevant/significant), that is deemed to meet the minimum requirements identified in this document. The score assigned for cost, for all other Tenderers, is calculated pro rata relative to this score.

The other non cost criteria as identified in this tender, for scoring purposes are proportionally ranked under the headings of:

- **Excellent – scores (4)**
- **Good - scores (3)**
- **Fair – scores (2)**
- **Poor – scores (1)**

For example:

Delivery has one sub criteria in the above table, therefore maximum score available $1 \times 4 = 4$
 Assume a tenderer submits a good response and scores a 3,
 The score of 3 is rebased to 100, i.e. $(3/4) \times 100 = 75$
 This score of 75 is then multiplied by 30% the percentage weight assigned to Delivery sub-criteria i.e. $75 \times 30\% = 22.5$. This is the weighted score for this section.

The HSE does not bind itself to accept the lowest or any tender, and will not pay any compensation whatsoever in connection therewith. It reserves the right to reject in whole or in part, any or all tenders received.

Compliance With E.U LEGLISATION

SUPPLIERS/CONTRACTORS OF FOOD TO **H.S.E** MUST COMPLY WITH ALL CURRENT/ UPDATED AND AMENDED E.U LEGISLATION FOR THE CONTRACT PERIOD.

BELOW IS A GUIDELINE OF EU LEGISLATION THAT ALL SUPPLIERS/CONTRACTORS MUST AHEARED TO :

E.C 178/2002 GENERAL FOOD LAW:

LAYS DOWN THE GENERAL PRINCIPLES AND REQUIREMENTS OF FOOD LAW, ESTABLISHING THE EUROPEAN FOOD SAFETY AUTHORITY AND THE LAYING DOWN PROCEDURES IN THE MATTER OF FOOD

E.C 852/2004 GENERAL FOOD LAW;

LAYS DOWN COMMON RULES FOR ALL BUSINESS INCLUDING THE REQUIREMENTS TO REGISTER WITH THE COMPETENT AUTHORITY

E.C 853/2004 GENERAL FOOD LAW IN ADDITION TO 852/2004

APPLIES ADDITIONAL REQUIREMENT TO BUSINESSES HANDLING FOOD OF ANIMAL ORIGIN INCLUDING, REGISTRATION FOR BEEF, LAMB, POULTRY, PORK, BACON, AND FISH PREMISES. (LAYING DOWN SPECIFIC HYGIENE RULES FOR FOOD OF ANIMAL ORIGIN)

E.C 853/2006

ON THE ISSUE OF IMPORT LICENCE FOR HIGH QUALITY FRESH CHILLED OR FROZEN BEEF OR VEAL.

E.U 2073/2005 REGULATION ON MICROBIOLOGICAL CRITERIA

CONTAINS MICROBIOLOGICAL CRITERIA FOR SPECIFIC FOOD / MICRO-ORGANISM COMBINATIONS AND THE RULES TO BE COMBINED WITH BY FOOD BUSINESS OPERATORS.

2003/13/EC DIRECTIVE

ON THE APPROXIMATION OF THE LAWS OF THE MEMBER STATES RELATING TO THE LABELLING, PRESENTATION AND ADVERTISING OF FOODSTUFFS.

E.C 1825/2000 REGULATION ON LABELLING OF BEEF & BEEF PRODUCTS

LAYING DOWN DETAILED RULES FOR THE APPLICATION OF REGULATION (EC) No 1760/2000 EUROPEAN PARLIAMENT AND OF THE COUNCIL AS REGARDS THE LABELLING OF BEEF PRODUCTS.

E.C 1760/2000

ESTABLISHING A SYSTEM FOR THE IDENTIFICATION AND REGISTRATION OF BOVINE ANIMALS AND REGARDING THE LABELLING OF BEEF AND BEEF PRODUCT AND REPEALING COUNCIL REGULATION (EC) NO 820/97

E.C 543/2008

LAYING DOWN DETAILED RULES FOR THE APPLICATION OF COUNCIL REGULATION (EC) NO 1234/207 AS REGARDS THE MARKETING STANDARDS FOR POULTRYMEAT.

E.C 1234/2007

ESTABLISHING A COMMON ORGANISATION OF AGRICULTURAL MARKETS AND ON SPECIFIC PROVISIONS FOR CERTAIN AGRICULTURAL PRODUCTS

E.C 1999/74/EC

LAYING DOWN MINIMUM STANDARDS FOR THE PROTECTION OF LAYING HENS.

EN45011

EUROPEAN STANDARD FOR PRODUCT CERTIFICATION

Frequently Asked Questions

- Q.1 Do you have to tender for every Lot **or** can you tender for individual lots?
- A. Yes, companies can tender for individual lots or all lots.
- Q.2 Are there many different locations to deliver to or is it a central stores drop? Is lead time of 3 days a problem?
- A. Please refer to Appendix 1. Unless a very urgent requirement then 3 working days would not be a problem.
- Q.3 Can you clarify the position on the insurances, especially with regard to the requirement for 'Professional Liability'?
- A. Professional Liability is not a requirement of this tender. Insert n/a where appropriate. However, Tenderers should state that their company have the required "other" level of insurances and send in proof of same.
- Q.4 Re Insurance: While our Employers Liability meets the HSE requirement, both our product and public liability are at levels of € 2.6m. We are prepared to up these levels should we be successful in being awarded the contract. Will this suffice?
- A. Yes, that will be acceptable provided this statement is in writing and included as part of the tender response.
- Q.5 On page 4 of Tender Response Document section 2.1. Will CRO audited accounts be acceptable under section "Please submit audited financial statement/accounts for the years listed above"
- A. Yes.
- Q.6 We are an unlimited company and do not file accounts with the CRO, Are we required to submit audited financial statement / accounts for the years listed.
- A. Yes. Potential candidates must submit this information.
- Q.7 Could you clarify questions regarding Tax Certification, Withholding Tax Number and Tax Clearance Expiry Date? We are a UK based company; would a statement confirming that we are resident in the UK be sufficient?
- A. Unfortunately, No. A tax clearance certificate must be issued by the Irish Revenue Commissioners.
- Q.8 On question 2.1.1 in the tender response document you ask for a professional statement demonstrating sufficient financial capacity. What format should this statement take? Do you need a simple expression of a professional opinion from our external auditor stating that in his opinion we have the financial capacity to fulfil the tender requirements, or do you need the statement to include specific financial information and if so, what form should this information take?
- A. Yes, a professional opinion from an auditor will be acceptable; it does not require specific financial information as this should be available in the company's accounts.
- Q. 9 Will a tenderer need to provide Professional statement demonstrating sufficient financial capacity.
- A. Yes



- Q.10 As a manufacturer we have a **minimum order** quantity of 1 pallet of stock (48 cases).Would this be a problem?
- A. Unfortunately, yes. Quantities of this size could not be stored or maintained at health centres, community houses /homes throughout the HSE.