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State Procurement is a Business Unit of the NSW Department of Commerce

**State Procurement invites this tender for and on behalf of the
NSW Police**

Request for Tender 0301658

SUPPLY OF LASER BASED SPEED MEASURING DEVICES, RADAR
BASED SPEED MEASURING DEVICES AND DETECTORS OF
ILLEGAL DETECTION DEVICES FOR NSW POLICE

Period:

THREE (3) YEARS FROM DATE OF ACCEPTANCE PLUS 2 X 1 YEAR
EXTENSION PERIODS

Tender Issue Date: 19 DECEMBER 2005

Closing Date: WEDNESDAY 8 FEBRUARY 2006

Closing Time: 9:30 am Sydney Time

Non-Refundable Hard Copy Document Fee \$110.00 (includes GST). Note: There is no charge for
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Officer identified in this RFT.

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

Other matters should be directed to:

Group General Manager
State Procurement
NSW Department of Commerce
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 7504
Fax: (02) 9372 7533

SUPPLY OF LASER BASED SPEED MEASURING DEVICES, RADAR BASED SPEED MEASURING DEVICES AND DETECTORS OF ILLEGAL DETECTION DEVICES FOR NSW POLICE

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PART A The Requirement and Tender information

1. Outline Description of the Requirement

1.1 General information regarding the conduct of the Tender Process

1.1.1 This Request For Tender (“RFT”) is made by the State Contracts Control Board (“the Board”) on behalf of New South Wales Police for the supply of the deliverables summarised below and detailed in the Specification contained in Part C.

1.1.2 The Board is responsible for the conduct of the tender process, assisted by State Procurement, a business unit of the NSW Department of Commerce.

1.2 Summary of Requirements

1.2.1 Tenders are sought from suitably qualified organisations for the Supply of Laser and Radar Based Speed Measuring Devices and Detectors of Illegal Detection Devices for NSW Police, in accordance with the respective Specification requirements at Part C and the terms and conditions contained in this Request for Tender for the following Devices:

- (i) Laser based speed measuring devices (Lidar);
- (ii) Radar based speed measuring devices – True Doppler; and
- (iii) Devices to detect illegal detectors of speed measuring devices.

1.2.2 Samples for Evaluation

1.2.2.1 Tenderers are required to submit by appointment two (2) samples of each device tendered, prior to or by no later than the closing date of tenders for testing and evaluation purposes. Tenderers are required to contact the Traffic Technology Section, NSW Police on telephone (02) 9689 7082 to make prior arrangements for the lodgement of the samples. (Please refer to clause 9.4 in this Part A for further details on lodgement of samples for evaluation.)

1.2.3 Training and Support during Testing and Trialling Phase

1.2.3.1 Tenderers shall, upon request, provide training and support services including all necessary documentation required to enable trial evaluators to effectively operate the devices during trials. Such documentation shall include training and maintenance manuals for the operators. In addition, tenderers may be requested to provide a brief training session, in person on the features, operational capabilities and servicing of the devices offered for evaluation. (Tenderers are required to provide details of support offered, as provided for in the Tender Response, Part C of this RFT.)

1.2.4 Availability of Police Vehicles for Viewing by Prospective Tenderers

1.2.4.1 Prospective tenderers are advised that two (2) fully equipped NSW Police vehicles will be made available within prescribed times stated in cl. 1.2.4.2 below only, for viewing on two consecutive days to allow tenderers to gain an appreciation of the vehicles and mounting equipment configuration within the vehicles. Interested organisations will be allowed to take measurements to assist in compiling their tender response.

- 1.2.4.2 The vehicles will be available for viewing on 18 and 19 January, 2006:-

Times

18 January 2006 between 9.00 am and 11.00 am

19 January 2006 between 9.00 am and 11.00 am

Location

NSW Police
Fleet Management Services
34-48 Cosgrove Road
Enfield NSW 2136

(Note: The NSW Police Fleet Management Services are located within the premises at the above address. The premises are identified as Car-Tech Services Pty Ltd)

- 1.2.4.3 Interested organisations are requested to contact Sgt Chris Morgan (on telephone (02) 9742 7912) or Julien Llewelyn (on telephone (02) 9742 7913) of NSW Police, Fleet Management Services.
- 1.2.5 The State Contracts Board ("the Board") is responsible for the conduct of the tender process, assisted by State Procurement.

2. Summary information for tenderers

2.1 Interpretation

- 2.1.1 Definitions of terms used in Parts A-C are contained in cl.4 of this Part B.

2.2 Structure of Request for Tender

- 2.2.1 This RFT is made up of four Parts as follows:

Part A: The Requirement and Tender information;

Part B: The Tender Process;

Part C: Tender Response, to be completed by the Tenderer, and comprising of:

- | | |
|---------|--|
| Part C1 | Price Schedule and Other Information supplied in response to Parts A and B |
| Part C2 | Specifications and Statements of compliance with Specifications |
| Part C3 | Acknowledgement and confirmation of Tender. |

Part D: Deed of Agreement

- 2.2.2 If submitting a Tender, retain Parts A, B and D. Part C, once completed, forms the Tender, and is to be submitted in accordance with Parts A, B and D.
- 2.2.3 Part D is to be executed later by the successful Tenderer(s) and the Principal to form the Standing Offer.

2.3 Contact Officer

2.3.1 Refer requests for information or advice regarding this RFT to:

Name: Rose Pantano
 Phone: (02) 9372 7520
 Fax: (02) 9372 7799
 E-mail: rose.Pantano@commerce.nsw.gov.au

2.3.2 Any information given to a tenderer to clarify any aspect of this RFT will also be given to all other tenderers if in the Board's opinion the information would unfairly favour the inquiring tenderer over other tenderers.

2.4 Nature and duration of the Agreement

2.4.1 The Requirement is to be met by means of a Standing Offer agreement to be embodied in a Deed of Agreement between NSW Police (the "Principal") and the successful tenderer(s) (the "Contractor") on the conditions contained in Part D.

2.4.2 The Standing Offer agreement will be for a term of three years from date of acceptance and may be extended for two (2) further term/s, each of twelve (12) month duration at the option of the Principal.

2.5 Estimated Requirements

2.5.1 It is envisaged that estimated requirements of the respective devices required by NSW Police over the proposed three (3) year period of the Agreement shall be as follows:

(i)	Laser based speed measuring devices (Lidar)	20
(ii)	Radar based speed measuring devices – True Doppler; and	134
(iii)	Devices to detect illegal detectors of speed measuring devices	100

2.5.2 The quantities stated are estimates only and NSW Police is not bound to order these quantities during the period of the Agreement but reserves the right to order greater or lesser quantities according to requirements and as detailed on individual orders placed under the Standing Offer agreement. No guarantee is expressed or implied that any order will be issued.

2.5.3 Pursuant to clause 2.4 above, the Request for Tender calls for the arrangement of a standing offer to supply the Deliverables, when ordered, at the agreed prices. No Contract comes into existence until that offer is accepted by the placing of an Order, each Order being an individual act which creates a separate Contract governed by the terms and conditions of the original tender as provided for in the Deed of Agreement and as executed between the Principal and the Contractor.

2.6 Eligibility to tender

2.6.1 Tenders must be submitted by a legal entity or, if a joint Tender, by legal entities, with the capacity to contract. The Board will only enter a deed of agreement with the relevant legal entity or entities.

2.6.2 The Board will not contract with legal entities in their capacity as trustees.

2.6.3 The Board reserves the right to reject any Tender if the Board judges the tenderer not to have appropriate financial assets.

- 2.6.4 If the Board judges the tenderer's financial position to be marginal, the Board reserves the right to make acceptance of any Tender conditional upon the tenderer entering into a bank, parent company or personal guarantee, or an unconditional performance bond in a form satisfactory to the Board.

2.7 Other Eligibility Requirements

- 2.7.1 The Board will not enter into an agreement with a company that does not have an Australian Business Number and is not registered for GST. Normally, Tenderers must be registered for GST and state their ABN in their Tender Response.
- 2.7.2 Tenders from Tenderers that do not have an ABN and/or are not registered for GST, such as Tenderers commencing business in Australia, may be considered at the Board's discretion if the Tenderer demonstrates that it will obtain an ABN and GST registration before entering into an agreement with the Board. Such Tenderers must state how and when they intend to obtain an ABN and register for GST in their Tender Response.

2.8 Basis of Tender Selection / Award of Standing Offer Agreement

- 2.8.1 The Board reserves the right to appoint more than one Contractor to supply the Requirement or a part of the Requirement.

3. Where to obtain this RFT

3.1 RFT copies

- 3.1.1 A tenderer may obtain either a hard copy or electronic copy of this RFT.
- 3.1.2 NSW Department of Commerce has adopted an electronic tendering system using the internet, which has the capacity for viewing, downloading, or ordering of the RFT and for the lodgement of Tenders.

3.2 Hard copy

- 3.2.1 A hard copy of this RFT may be obtained by:
- (a) Ordering on-line through the NSW Department of Commerce eTendering website at <https://tenders.nsw.gov.au/commerce>. Hard copy orders placed through the website will be filled by standard postal delivery.
 - (b) By prior arrangement on (02) 9372 8900 between 8.30 am and 4:30 pm, Mondays to Fridays (except public holidays) to pick up from the Tenders Office, McKell Building, NSW Department of Commerce. Tenderers are met at Level 3 (ground floor) McKell Building, 2-24 Rawson Place, Sydney NSW 2000. Though the Tenders Office is currently located at Level 8, no public access is given to this floor and all public face-to-face tender transactions occur on Level 3.
 - (c) Ordering by telephone (02) 9372 8900. An additional fee is charged for delivery by express post or by courier, as required.
 - (d) First viewing a full exhibited copy at the Tenders Office by prior arrangement on (02) 9372 8900 between 8.30 am and 4:30 pm, Mondays to Fridays (except public holidays).
- 3.2.2 A copy of the Price Schedule in CD-ROM form or on a floppy disk may in some cases be provided with the hard copy.

3.3 Electronic copy

- 3.3.1 An electronic copy of the RFT and any Addenda that may be issued up to the Closing Date and Closing Time, will be displayed on the Commerce e-Tendering Website. All tenderers must view, and where appropriate, download the contents of the website at <https://tenders.nsw.gov.au/commerce> before lodging their tender.
- 3.3.2 A tenderer is encouraged, although not required, to obtain the RFT and to lodge a Tender electronically through the NSW Department of Commerce eTendering website.
- 3.3.3 In order to download an electronic copy of the RFT, a tenderer must first register as a site user.
- 3.3.4 A tenderer should follow the instructions on the site to view and download the RFT.

3.4 RFT Purchase Price

- 3.4.1 The non-refundable purchase price for a hard copy of this RFT is \$110.00 inclusive of GST.
- 3.4.2 Payment may be made:
- (a) if purchasing from the Tenders Office, McKell Building, by cheque drawn in favour of the NSW Department of Commerce, or by credit card (MasterCard, Visa and Bankcard). Cash will not be accepted; or
 - (b) if ordering a hard copy through the Department of Commerce eTendering website, by credit card (MasterCard, Visa and Bankcard).

3.5 Addenda to RFT

- 3.5.1 The Board, during the tender period may issue Addenda altering the RFT. In such cases, it is the obligation of the tenderer to verify if any addenda were issued prior to closing date, even if a tender has already been submitted. They must obtain a copy of all addenda as given in clause 3.5.2 or 3.5.3 as applicable.
- 3.5.2 Where a RFT has been acquired in a hard copy form, tenderers must contact the Contact Officer named under clause 2.3 or the Tenders Office (Level 8 McKell Building 2-24 Rawson Place Sydney, contact number: 9372-8900, e-mail: Tenders@commerce.nsw.gov.au).
- 3.5.3 Where a RFT has been acquired in an electronic form, tenderers must check the web site address, <https://tenders.nsw.gov.au/commerce> and download the Addendum.
- 3.5.4 It is mandatory for tender response 23.1.1 in Part C to be completed. Failure to complete tender response 23.1.1 in Part C will result in your tender not being considered.

PART B The Tender Process

4. Definitions of terms used in Parts A-C

4.1 Unless the context indicates otherwise, the following terms, where used in Parts A-C of this RFT, shall have the meanings set out below. Note the defined terms below will not all necessarily appear in this RFT.

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

“Addendum” means an addendum or addition to this RFT made by the Board before the Closing Date and Time under cl. 5.4.

“Alternative Tender” means a Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the Requirement.

“Board” means the State Contracts Control Board established under the *Public Sector Management (Goods and Services) Regulation 2002* whose responsibilities include:

- (a) inviting and accepting tenders;
- (b) determining the conditions under which tenders are invited or accepted;
- (c) entering into contracts on behalf of the Crown in right of the State of New South Wales.

and includes the duly authorised delegates of the Board, including officers of State Procurement

“Closing Date and Time” means the Closing Date and Time for receipt of tenders, specified on the cover sheet to this RFT.

“Code” means the NSW Government Code of Practice for Procurement as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes that may be applicable to the particular RFT. The code can be viewed and downloaded from:

http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf

“Conforming Tender” means a Tender that:

- (a) conforms to the Requirement;
- (b) is in the prescribed form;
- (c) conforms to the terms and conditions of Part D, and
- (d) conforms to all of the other requirements of this RFT.

“Contract” means the contract that is made between the Contractor and the Principal under this Agreement when the Principal places an Order for the Deliverables.

“Contractor” means a tenderer who has entered into a Deed of Agreement with the Principal.

“Country” means the country where the imported content originates.

“Deliverables” means the Laser based speed measuring device (Lidar), Radar based speed measuring devices – True Doppler and Devices to detect illegal detectors of speed measuring devices sought under this RFT, as detailed in the respective Specifications in Part C2.

“Device” means the respective Deliverables.

“GST” is a goods and services tax and has the same meaning as in the GST Law.

“GST Free Supplies” and **“Input Taxed Supplies”** have 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.

“Late Tender” means a Tender received after the Closing Date and Time for tenders and includes a Tender, which is only partly received by the Closing Date and Time.

“Non-Conforming Tender” means a Tender that:

- (a) does not conform to the Requirement;
- (b) is not in the prescribed form;
- (c) does not conform to any one or more of the terms and conditions of Part D, including a Tender which seeks to qualify or amend these conditions, or
- (d) does not conform to any of the other requirements of this RFT.

“OHS&R” means occupational health, safety and rehabilitation.

“Order” means a request by the Principal to the Contractor for the supply of any or all of the Deliverables as and when required.

“Price Schedule” means the list of Deliverables offered by the tenderer, together with the corresponding pricing information.

“Principal” means NSW Police, Police Headquarters, 1 Charles Street, Parramatta, NSW 2150, for and on behalf of the Crown in right of the State of New South Wales.

“Requirement” means the requirement for the Deliverables to be met by the Tender, as detailed in the Specification.

“RFT” means the Request for Tender.

“SCCB” means State Contracts Control Board. See definition for **Board**.

“SME” means small to medium enterprise.

“Specification” means the detailed description of the Deliverables contained in Part C.

“Standing Offer” means the agreement made between the successful tenderer with the Principal pursuant to the RFT under which there is a standing offer for the supply of the Deliverables on the Order of the Principal. The Standing Offer will be embodied in a Deed of Agreement between the Principal and the Contractor in the form of Part D to this RFT.

“State Contracts Control Board” See definition for **Board**.

“State Procurement” means a business unit of the NSW Department of Commerce representing the Board and authorised to arrange and administer contracts on behalf of the Principal.

“Tender” means the offer to supply the Deliverables submitted in response to the RFT.

“Tender Price” means, in respect of each Deliverable offered, the Price nominated in the Price Schedule for that Deliverable.

5. Preparation of Tender – General

5.1 Conformity of Tenders

- 5.1.1 The Board seeks Conforming Tenders.
- 5.1.2 Non-Conforming Tenders that do not include a fully completed Part C, in particular those Tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or, in the case of electronic tenders, which cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Board's discretion.
- 5.1.3 Tenderers may, if they choose, submit an Alternative Tender but only in conjunction with a Conforming Tender. Tenderers are encouraged to offer options or solutions that contribute to the Principal's ability to carry out its business in a more cost-effective manner.
- 5.1.4 The Board may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.
- 5.1.5 An Alternative Tender must be clearly marked “Alternative Tender”.
- 5.1.6 The Board expressly reserves the right to accept, in its discretion, either or both of the following:
 - (a) Any Alternative Tender or part of an Alternative Tender, where submitted with a Conforming Tender; and
 - (b) Any other Non-Conforming Tender or part of a Non-Conforming Tender (not, in either case, being an Alternative Tender or part of an Alternative Tender) that, in the Board's opinion, is substantially a Conforming Tender.

5.2 Prescribed form of Tender

- 5.2.1 The Tender, including any Alternative Tender, must comprise a completed Part C and any attachments to Part C, as may be necessary. Any attachments should be labelled to identify those clauses of the RFT to which they relate.

5.3 General instructions for completion of Tenders

- 5.3.1 Prices, responses and other information provided in the Tender are to be in writing and in English.
- 5.3.2 Tenderers must initial and date any alterations to, and deletions from, a hard copy Tender.
- 5.3.3 Tenderers must complete ALL of Part C of this RFT, as directed and must not amend any of the questions provided.
- 5.3.4 Tenderers should notify the Contract Officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this RFT.

5.4 Addenda to this RFT before close of Tenders

- 5.4.1 A tenderer may ask the Contact Officer for clarification of anything in the RFT before the Closing Date and Time. The Board may issue any instruction resulting from such request in writing to all tenderers in the form of an Addendum.
- 5.4.2 If, for any other reason, the Board requires the RFT to be amended, an Addendum will be issued.
- 5.4.3 In each case, an Addendum becomes part of the RFT.

5.5 Tenderers to inform themselves

- 5.5.1 Before submitting its Tender, a tenderer must:
- (a) Examine all information relevant to the risks and contingencies and other circumstances having an effect on its Tender; and
 - (b) Satisfy itself:
 - (i) that the Tender, including the Tender Price is correct; and
 - (ii) that it is financially and practically viable for it to enter into and perform the proposed Deed of Agreement.

6. Preparation of Tender – Policy

6.1 Procurement Policy – introduction

- 6.1.1 Tenderers should read the main policy document listed below. Other relevant policies and particular policy objectives to be implemented through this procurement are drawn to tenderers' attention in this cl.6. Their requirements are reflected in the selection criteria listed in cl.9.2 and in the responses required from tenderers in Part C.

6.2 Code of Practice for Procurement

- 6.2.1 Tenderers must comply with the NSW Government Code of Practice for Procurement, which is available at:
- http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf
- 6.2.2 Lodgement of a tender will itself be an acknowledgement and representation by the tenderer that it is aware of the requirements of the Code, that the tenderer will comply with the Code and that the tenderer agrees to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any agreement that may be awarded.
- 6.2.3 If a tenderer has failed to comply with the Code, this failure will be taken into account by the Board when considering its tender or any subsequent tender and may result in this or any subsequent tender being passed over without prejudice to any other rights or action or remedies available to the Board.

6.3 NSW Government Purchasing Preference Scheme

6.3.1 The NSW Government has directed its departments and declared agencies to give preference to goods (and related services) of Australian and New Zealand origin. The NSW Purchasing Preference Scheme supports Australian manufactured products and services in preference to imports. Certain eligible country based suppliers are given additional preference above all other suppliers. Preferences are only used for the purposes of tender evaluation and Contractors or Customers incur no actual costs.

6.3.2 The Preference Scheme is implemented by evaluating Tender Prices in the clauses below.

Preference – Australian and New Zealand Content

6.3.3 Preference is applied in the form of a 20% loading on the declared imported/overseas content (excluding New Zealand) of the tendered goods (and related services). For example:

Tender Price:	\$10.00
Imported Content:	80%
Preference margin	$20\% \times 80\% \times \$10.00 = \$1.60$
Price used for evaluation:	$\$10.00 + \$1.60 = \$11.60$

6.3.4 No preference margin is applied when assessing Tenders for the provision of services alone.

6.3.5 Tenderers are required to provide details of the imported (non-Australian and New Zealand) content in the Price Schedule and to make available records (as and when required) to substantiate imported or local content claims. Tenderers must also include detailed statements from their sub-contractors on the imported content of the goods and related services they are offering.

6.3.6 The imported content of goods and related services is the estimated duty paid value, inclusive of the value of any services, for example overseas freight and insurance, consultancy or engineering effort, or any charges of overseas origin, together with customs clearing charges.

6.4 NSW Country Industries Preference Scheme

6.4.1 A further preference loading of up to 5% is applied if the tenderer is based in a NSW country area in accordance with the Country Industries Preference Scheme (CIPS). The preference loading is not applied against New Zealand or other overseas Tenders or Tenders from other states or territories.

6.4.2 For preference to be applied to a Tender under the CIPS:

- (a) the tenderer must be registered with the Department of State and Regional Development as a country manufacturer under the Country Industry Preference Scheme (Phone(02) 9338 6717) before the Closing Date and Time for Tenders;
- (b) The tenderer must quote its Preference Registration Number allocated by the Department of State and Regional Development and the applicable preference margin in the space provided in Part C1 of this RFT;
- (c) The goods being sought are those for which the tenderer is registered; and
- (d) The tenderer is tendering as the prime contractor.

6.4.2 The Country Industries Preference Scheme is intended primarily to benefit manufacturers located outside the metropolitan areas of the State which, in comparison with their city-based competitors, suffer definable economic disadvantages which can be directly attributed to their country location. The preference applies on the following basis to approved manufacturing industries located outside the county of Cumberland, the Cities of Newcastle, Wollongong, Penrith and Liverpool and the Municipality of Camden:

(a) In the Cities of Maitland, Greater Cessnock and Blue Mountains, the Municipalities of Kiama and Shell Harbour and the Shires of Port Stephens, Lake Macquarie, Gosford, Wyong, Wollondilly, Wingecaribee and that part of the Shire of Hornsby which was previously part of the Shire of Colo: maximum preference of 2.5%.

(b) Elsewhere in New South Wales: maximum preference of 5%.

6.4.3 Further details of the NSW Purchasing Preference Scheme, and an application for registration under the Country Industry Preference Scheme, can be obtained from:

Department of State and Regional Development

Regional Development Division

225 George Street

Level 43

Grosvenor Place

SYDNEY 1200

Telephone: (02) 9338 6717

Facsimile: (02) 9338 6726

Website address:

www.dpws.nsw.gov.au/NR/rdonlyres/ecufn2722d4anbl464l6knvz4d7stllxzqj2kclauhxfpfbq/d6ndphucroflqsuas24astfwx5njy4ym2gkboxgiexa/NSW+Government+Preference+Scheme.pdf

6.5 Value-added activity

6.5.1 The NSW Government recognises the benefits to be gained from the growth of domestic, value-adding activities. Tenderers are required to indicate in Part C1 the level of value-added activity proposed to be undertaken in the event of award of any Standing Offer agreement. The evaluation will favour proposals with the highest level of local value-added activity.

6.6 Small to Medium Enterprise (SME) involvement

6.6.1 If Deliverables may be sourced from SME sub-contracting arrangements tenderers are to provide details in Part C1 of the likely percentage of the value of the Deliverables to be provided under the Standing Offer agreement that will be sourced from SMEs and of the activities that will be carried out by SMEs under the Standing Offer agreement.

6.7 Regional Development

6.7.1 It is NSW Government policy to encourage regional development. Tenderers are to provide details in Part C1 of the positive impact that the work flowing to the local region will generate, and any adverse effect should the same work be awarded to a capital city based organisation. Tenderers should also show the level and range of activities under the Standing Offer agreement that will be affecting the region.

6.8 Occupational Health Safety & Rehabilitation

- 6.8.1 Tenderers must comply with the following OHS&R requirements in the performance of any Standing Offer agreement awarded:
- (a) The Occupational Health and Safety Act 2000 (NSW) and any regulation made under this Act, including the OHS Regulation 2001; and
 - (b) Codes of Practice, approved and issued pursuant to the above Act and/or regulations made under the Act.
- 6.8.2 Tenderers must ensure that the Tenderer's Sub-Contractors will comply with the OHS&R requirements listed in cl. 6.8.1 above in the performance of any Standing Offer agreement awarded.
- 6.8.3 Tenderers must indicate in Part C, compliance with their OHS&R obligations, including any specific obligations in clause 4.19 (Occupational Health, Safety & Rehabilitation) of Part D.

6.9 Environmental Management

- 6.9.1 The NSW Government seeks to promote ecologically sustainable development through procurement. The Tenderer is required in Part C1 to highlight how the provision of the Deliverables would promote this object if its Tender is accepted.

7. Preparation of Tender – Price Schedule

7.1 Price Schedule

- 7.1.1 Tenderers must complete the Price Schedule that is contained in Part C3 to this RFT. The Price Schedule requires that each Deliverable be priced as a discrete item, with tendered prices for each respective Device being inclusive of all costs and all parts, components, consumables and accessories of equipment necessary to meet the requirements of the Specification detailed in Part C2 as well as the cost of delivery "Free-Into-Store" (FIS) any location within the Sydney Metropolitan Area.
- 7.1.2 In addition, tenderers are to provide a costed list of all parts or components etc (including all replacement components and accessories that can be ordered separately) comprising each Device. The prices tendered for each Device in the Price Schedule must equal the sum of the individual components' prices provided for each Device respectively.
- 7.1.3 Any optional item offered is to be priced separately as provided for in the Price Schedule and is to be detailed in a clearly labelled manner. (Prices tendered for any optional items must also be Free-Into-Store.)
- 7.1.4 The optional equipment is to be accompanied by details (clearly cross referenced) outlining the technical difference and any performance advantage between that item and the item included in the tendered price for the device offered.

7.2 Calculating the Tender Price

7.2.1 General

- 7.2.1.1 The Tender Price must:
- (a) be in Australian dollars;
 - (b) cover all costs of delivery and packaging specified in clause 7.2.2 and 7.2.3 of performing the Standing Offer agreement;
 - (c) include Goods and Services Tax if it is payable and all other applicable taxes, duties and charges at the rates applicable at the Closing Date and Time for Tenders;

- (d) include all costs associated with the preparation and submission of the Tender;

7.2.2 Delivery charges

- 7.2.2.1 Tendered prices are to be inclusive of costs of delivery “Free-into-Store” to any location within the Sydney Metropolitan Area.

7.2.3 Packaging charges

- 7.2.3.1 The prices tendered must be inclusive of costs for Deliverables to be suitably packed to ensure safe transport to their destination.

7.3 Price Adjustment

- 7.3.1 Tenderers are invited to submit prices for the deliverables which are either:-

- (i) FIRM during the period of the Agreement including any optional extension periods; or
- (ii) FIRM for the initial three (3) year period of the Agreement, then subject to adjustment, in accordance with the provisions of clause 2.2 of Part C, for any optional extension periods; or
- (iii) FIRM for the first year of the Agreement then subject to adjustment, in accordance with the provisions of clause 2.2 in Part C1 for the subsequent year and any optional extension periods.

- 7.3.2 Tenderers are to nominate in clause 2.2 of Part C the price basis of the tender.

- 7.3.3 Where a variation to tendered prices is nominated, the estimated movements and additional administrative costs which may be incurred shall be taken into consideration in the evaluation of tenders.

- 7.3.4 The price applicable to each Order placed under the Agreement shall be the Agreement price as published by the Principal at the date the Order is placed.

- 7.3.5 When claiming payment for variations in accordance with clause 7.3.1(ii) above, the Contractor shall provide the NSW Police evidence of:

- (i) the level of the relevant Australian Bureau of Statistics (Industry) index applying at the date of completion of manufacture of the vehicle; or
- (ii) the level of the relevant country-of-origin (Industry) index/indices applying at the date of export of the imported content, and
- (iii) the exchange rate(s) relevant at the date of payment by the Contractor for the imported content.

7.4 Discounts

- 7.4.1 Tenderers must provide full details in Part C1 of any discounts that will apply to the Tender Prices. Note: Quantity discounts form part of the tiered pricing structure provided for in the Pricing Schedule which seeks discounted prices applicable to the respective purchase quantities stated in respect to each Deliverable.)

7.5 GST Free or Input Taxed Supplies

- 7.5.1 Tenderers must identify and state the value of any GST Free or Input Taxed Supplies to be made under the Standing Offer agreement.

7.6 Minimum Tender validity period

- 7.6.1 Tenders must remain open for acceptance for a period of at least three (3) months from the Closing Date and Time for Tenders. Tenderers must state in Part C1 if their Tenders will remain open for any longer period.

8. Submission of Tenders

8.1 General instructions for submission of Tenders

- 8.1.1 A Tender must be received by the Closing Date and Closing Time.
- 8.1.2 A Tender may be submitted by any of the following methods:
- (a) by delivery into the Tender Box:
 - (1) It must be marked: RFT 0301658

Tender Box
NSW Department of Commerce
Level 3, McKell Building
2-24 Rawson Place
Sydney NSW 2000
 - (2) If delivery personnel requires a signature as evidence of Delivery, the Tender must be delivered between 8:30 a.m. and 4:30 p.m., Mondays to Fridays (except public holidays).
 - (b) by post, addressed to:

Tender Box
NSW Department of Commerce
Level 3, McKell Building
2-24 Rawson Place
Sydney NSW 2000
 - (c) by facsimile to (02) 9372 8974
 - (d) by electronic lodgement through the NSW Department of Commerce *eTendering* website at
<https://tenders.nsw.gov.au/commerce/>
- 8.1.3 If a tenderer intends to submit electronically through the NSW Department of Commerce *eTendering* website or by facsimile, the following must be considered:
- (a) The facsimile machine and NSW Department of Commerce *eTendering* website are at peak use on the morning when Tenders close.
 - 1) Due to the limitations of these means of communication it may take longer to lodge a Tender near Closing Date and Closing Time than at other times.
 - 2) When lodging by facsimile or through the NSW Department of Commerce *eTendering* website, it is recommended that a Tender be lodged well in advance of the Closing Date and Closing Time.
 - 3) A tenderer must determine whether lodgement of a Tender by facsimile or through the NSW Department of Commerce *eTendering* website is appropriate.

- (b) The facsimile machine and the NSW Department of Commerce eTendering website may experience difficulties in accepting a large Tender. A tender lodged via the NSW Department of Commerce eTendering website should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. A tenderer is referred to cl. 8.2.4(b) for instructions as to compressing electronically submitted Tenders.
- (1) In order to comply with cl. 8.1.3(b), an electronic Tender may be supported by documents in hard copy or on CD-ROM.
 - (2) Supporting documents, to be submitted in hard copy or on CD-ROM, may be designated throughout the RFT. Supporting documents may include, but are not limited to, statutory declarations, certificates, and company brochures.
 - (3) If submitting an electronic tender with supporting documents:
 - a) The complete Tender, including the supporting documents, must be submitted by Closing Date and Closing Time, and
 - b) Supporting documents should be clearly designated as "Supporting Documents to RFT 0301658."

8.1.4 A tenderer is not required to provide multiple copies of a Tender.

- (4) (a) If a tenderer provides multiple submissions, the tenderer should clearly state on the front page of the Tender whether it is:
 - (1) A "Copy." A copy must be identical to an earlier or simultaneous submission in every respect.
 - (2) A "Variation." A variation of an earlier tender will be deemed as superseding a prior submission.
 - (3) An "Alternative Tender" under cl. 5.1.
- (b) In the event that a Tenderer fails to designate whether a submission is a Copy or a Variation, the latest Tender received in the NSW Department of Commerce Tender Box will be deemed as the definitive submission.

8.1.5 If required, a tenderer must provide a copy of the Price Schedule on a CD-ROM or an IBM compatible 1.44MB floppy disk in a file format that can be read, formatted, displayed, manipulated and printed by Microsoft Excel 97.

8.2 Electronic Tenders to the NSW Department of Commerce eTendering website

- 8.2.1 A tenderer is strongly encouraged, although not required, to lodge its Tender electronically through the NSW Department of Commerce eTendering website at <https://tenders.nsw.gov.au/commerce>. A tender 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 Tenders lodged by other means.
- 8.2.2 A tenderer, by electronically lodging a Tender, is taken to have accepted conditions shown in the Conditions of Tendering and on the NSW Department of Commerce eTendering website.

8.2.3 A tenderer must follow the following directions:

- (a) RFT for which electronic lodgement is available through the website can be identified by the blue “Lodge a Response” button on the web pages for the RFT.
- (b) To lodge a Tender electronically, the files containing the Tender Response must be up-loaded through the website. Access to the up-loading process is through the blue “Lodge a Response” button, then follow the steps and instructions on the NSW Department of Commerce *eTendering* website and any instructions which may have been supplied with the RFT Summary and/or Responsible Copy.

8.2.4 A tenderer must observe the following format for submissions:

- (a) An electronically lodged Tender must be lodged in a file format which can be read, formatted, displayed and printed by Microsoft Word 97, or any format required by the RFT.
- (b) If a tenderer compresses files, it must be possible to decompress them using WinZip. A tenderer must not submit self-extracting (*.exe) zip files.
- (c) A tenderer must not change pre-existing text in the RFT other than to insert the required information.

8.2.5 Signatures are not required for a Tender submitted to the NSW Department of Commerce *eTendering* website. A tenderer must ensure that a Tender is authorised by the person or persons who may do so on behalf of the Tenderer and appropriately identify the person and indicate the person’s approval of the information communicated.

8.2.6 Electronically submitted Tenders may be made corrupt or incomplete, for example by computer viruses. The Board may decline to consider for acceptance a Tender that cannot be effectively evaluated because it is incomplete or corrupt. Note that:

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

8.2.7 If a tenderer experiences any persistent difficulty with the NSW Department of Commerce *eTendering* website in submitting a Tender or otherwise, it is encouraged to advise the Contact Officer. A tenderer should note:

- (a) There are usually alternative Tender lodgement methods described in the RFT. It is always the tenderer’s responsibility to lodge the Tender by Closing Date and Closing Time.
- (b) If there is a defect or failure of the NSW Department of Commerce *eTendering* website and the Board is advised, the Tender Closing Date and Closing Time may be extended provided that, in the view of the Board, the tender process will not be compromised by such an extension.

8.3 Custody of Tenders after receipt

8.3.1 All hard copy tenders submitted (and any accompanying CD-ROMS or floppy disks) are kept in the NSW Department of Commerce Tender Box, which is a locked tender box, until after Closing Date and Closing Time.

8.3.2 Tenders lodged electronically to the NSW Department of Commerce Tenders website will be treated in accordance with the *Electronic Transactions Act 2000* (NSW) and given no lesser level of confidentiality, probity and attention than Tenders lodged by other means.

- (a) receipt of Tenders lodged electronically to the NSW Department of Commerce eTendering website, Tenders are encrypted and stored in a secure “electronic tender box.”
- (b) For reasons of probity and security, NSW Department of Commerce is prevented from interrogating the electronic tender box to ascertain whether tenders have been received or for any reason, until after the Closing Date and Closing Time.
- (c) The e-mail receipt that is sent to the Tenderer after successfully up-loading the Tender is the only evidence of Tender lodgement provided.

8.4 Late Tenders

8.4.1 In accordance with the requirements of the [NSW Government Code of Practice for Procurement](#), Late Tenders will not be considered except when the Board is satisfied that the integrity and competitiveness of the tendering process will not be compromised.

8.4.2 Normally, Late Tenders will not be considered for acceptance if they are:

- (a) hand delivered, including hand delivered by courier; or
- (b) received through Australia Post unless the envelope is clearly postmarked before the Closing Date and Time; or
- (c) received through Australia Post with only the tenderer’s own franking machine on the envelope; or
- (d) received by electronic communication (facsimile or over the internet) and the dispatch of the electronic communication of the Tender has occurred after the Closing Date and Time, including where delay may be due to the receiving facsimile or internet facility being engaged, faulty or otherwise inoperative.

8.5 Extension of the Closing Date and Time

8.5.1 The Board may, in its discretion, extend the Closing Date and Time.

9. Evaluation of Tenders

9.1 General

9.1.1 Tenders will be assessed against the selection criteria listed below, which are not necessarily exhaustive, in order of significance or to be given equal weight.

9.1.2 Information supplied by the tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the selection criteria listed in this RFT.

9.1.3 If any criterion or sub-criterion is stated to be “mandatory” a failure by the Tender to fully comply with that criterion or sub-criterion will result in automatic exclusion of the Tender without further consideration. Mandatory criteria include those in which mandatory language such as “must” or “shall” is used.

9.2 Selection criteria

- (a) Pricing considerations and value for money of the proposed equipment;
- (b) Degree of compliance with the technical requirements of this RFT by reference to the trials/testing of the equipment offered including assessment by means of field trial and testing equipment;
- (c) Fitness for purpose of Deliverables offered including compliance with Specification, quality, innovative aspects, product design, performance, warranties. and operational considerations;
- (d) Delivery considerations;
- (e) Capacity to perform the Standing Offer agreement including:
 - (i) *Production/technical capacity including technical, warehousing, inventory and distribution systems and current commitments;*
 - (ii) *Quality assurance systems;*
 - (iii) *Human resource capacity, qualifications, skills and experience;*
 - (iv) *Suitability of sub-contractors;*
 - (v) *Expected service life of equipment;*
 - (vi) *Warranty, equipment reliability and on-going availability of local servicing and support network within Australia including maintenance and support service levels and availability of Help Desk for repair and help calls;*
 - (vii) *Current demonstrated capacity of equipment in a similar operating environment to that proposed by NSW Police.*
- (f) Financial capacity and stability (including security considerations)
- (g) Compliance with the proposed conditions of the deed of agreement, as stated in Part D;
- (h) Compliance with NSW Government procurement policy and other applicable NSW Government policies;

9.3 Variation of Tenders

- 9.3.1 At any time before the Board accepts any Tender received in response to this RFT, a tenderer may, subject to cl.9.3.2, vary its Tender:
- (a) by providing the Board with further information by way of explanation or clarification;
 - (b) by correcting a mistake or anomaly; or
 - (c) by documenting agreed changes to the Tender negotiated under cl.10.1 of this Part.

- 9.3.2 Such a variation may be made either:
- (a) at the request of the Board, or
 - (b) with the consent of the Board at the request of the tenderer;
- but only if,
- (c) in the case of variation requested by the tenderer under cl.9.3.1(a)-(b), it appears to the Board reasonable in the circumstances to allow the tenderer to provide the information or correct the mistake or anomaly; or
 - (d) in the case of variation under cl.9.3.1(c), the Board has confirmed that the draft-documented changes reflect what has been agreed.
- 9.3.3 If a Tender is varied in accordance with cl. 9.3.1(a) or (b), the Board will provide all other tenderers whose Tenders have similar characteristics with the opportunity of varying their Tenders in a similar way.
- 9.3.4 A variation of a Tender under cl. 9.3.1 will not be permitted if in the Board's view:
- (a) it would substantially alter the original Tender; or
 - (b) in the case of variation under cl.9.3.1(a) or (b), it would result in the revising or expanding of a Tender in a way that would give a tenderer an unfair advantage over other tenderers.

9.4 Samples of Devices for Evaluation Purposes

- 9.4.1 Tenderers are required to submit, by appointment, two (2) samples of each device offered. (Also refer to clause 14, Part C2)
- 9.4.2 The samples are to be submitted prior to or no later than the closing date of tenders to the address shown below. Tenderers are required to make prior arrangements for the lodgement of the samples by contacting the Traffic Technology Section on the telephone number provided hereunder.
- NSW Police
Traffic Technology Section,
Level 1 Ferguson Centre
130 George Street
PARRAMATTA NSW 2050 Telephone: (02) 9689 7082
- 9.4.3 If delivery personnel require a signature as evidence of delivery, samples must be delivered between 8.30am and 4.30pm.
- 9.4.4 Each sample for each respective product shall be identical in all respects to the item offered in the tender and under any resultant Contract and must be clearly identified by means of a label securely attached and showing the tenderer's name, tender number, item number and description.
- 9.4.5 Trialling/testing of samples may be carried out in the Police operational environment.
- 9.4.6 Tenderers shall be required, upon request, to provide User Training and Support during the testing and trialling phase.
- 9.4.7 The samples will be used to determine compliance with the tender Specification, accordingly, evaluation of samples will be an important factor in the assessment of tenders.

- 9.4.8 It should be noted that samples will be returned to the tenderer on completion of trials/testing but no guarantees are provided with respect to the condition of the equipment returned after trials.
- 9.4.9 If sample units are damaged or destroyed during test/evaluation the tenderer will be compensated only to the value of the lowest applicable price quoted in that tenderer's Tender Response, as applicable to the equipment or sub-component of the equipment damaged or destroyed.
- 9.4.10 All costs incurred in the preparation, lodgement and collection of samples shall be borne by the tenderer.

NOTE: Tenderers should note that failure to submit samples could result in their tender not receiving further consideration.

9.5 Exchange of information between government agencies

- 9.5.1 Lodgement of a Tender will itself be an authorisation by the tenderer to the Board to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the tenderer's performance on any Agreement 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 an Agreement or termination of the Agreement.
- 9.5.2 The provision of the information by the Board to any other NSW Government agency is agreed by the tenderer to be a communication falling within section 22(1) of the *Defamation Act 1974* (NSW), and the tenderer shall have no claim against the Board and 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 tenderer arising out of the communication.
- 9.5.3 In the evaluation of Tenders, the Board may take into account any information about the tenderer that the Board receives from any source.
- 9.5.4 To avoid doubt, information that may be collected, exchanged and used in accordance with this provision includes "personal information" about the tenderer for the purposes of the *Privacy and Personal Information Protection Act 1998*. Lodgement of a Tender will be an authorisation by the tenderer to the Board to collect such information from third parties, and to use and exchange such information in accordance with this cl. 9.5.
- 9.5.5 The tenderer's attention is drawn to the *Freedom of Information Act 1989* which may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies.
- 9.5.6 During the course of the Agreement, the successful tenderer's performance will be monitored and assessed. Performance assessment reports, including substantiated reports of unsatisfactory performance, can be taken into account by NSW government agencies and may result in future opportunities for NSW government work being restricted or lost.

9.6 Corrupt or unethical conduct

- 9.6.1 If a tenderer, or any of its officers, employees, agents or sub-contractors is found to have:
- (a) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Board, Customer or the NSW Government in connection with this RFT or the submitted Tender;
 - (b) committed corrupt conduct in accordance with the provisions of the *Independent Commission Against Corruption Act 1988*, or

- (c) a record or alleged record of unethical behaviour,

this may result in the Tender not receiving further consideration.

- 9.6.2 The Board is under no obligation to do so, but may, in its discretion, invite a relevant tenderer to provide written comments within a specified time before the Board excludes the tenderer on this basis.

10. Outcomes

10.1 Negotiations before determination of outcome

- 10.1.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiation with preferred tenderers, including those who have submitted Alternative Tenders or who have submitted substantially Conforming Tenders, to mutually improve outcomes.

- 10.1.2 The Board will generally not enter into negotiations on the standard conditions of contract contained in Part D.

10.2 Acceptance or rejection of Tenders

- 10.2.1 The Board may accept all or any part or parts of any Tender or Tenders, including, in accordance with cl. 5.1, any Alternative Tender or other Non-Conforming Tender.

- 10.2.2 The Board is not bound to accept the lowest or any Tender.

- 10.2.3 If the Board rejects all the Tenders received it may:

- (a) invite fresh Tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new Tenders), or
- (b) conduct post-tender negotiations in accordance with cl. 10.6.

10.3 Discontinuance of the Tender process

- 10.3.1 In addition to its rights under cl. 10.2, the Board reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of Tenders.

- 10.3.2 The Board will not be liable for any losses suffered by a tenderer as a result of discontinuance of the tender process, including costs of tendering.

10.4 Notification of outcome

- 10.4.1 Following the Board's decision, all tenderers will be notified in writing of the outcome of their Tenders.

10.5 Entry into Standing Offer agreement

- 10.5.1 Acceptance of a Tender or part Tender will be subject to the execution of a formal deed of agreement in the terms of Part D. Until the Board and the successful tenderer(s) execute a formal deed or deeds there will be no legally enforceable agreement concluded between them.

10.6 Post Tender negotiations in the event all Tenders are rejected

- 10.6.1 If the Board rejects all Tenders on the basis that all Tenders are Non-Conforming, but considers that conformity with the requirements of this RFT is achievable, it may enter into negotiations with the least non-conforming tenderer with a view to achieving a Conforming Tender and entering into a Standing Offer agreement. If such negotiations are unsuccessful the Board may then enter negotiations with the next most acceptable tenderer. This process may be repeated with each of the rejected Tenders in order of potential acceptability. However, the Board is not obliged to enter into negotiations with any tenderer.
- 10.6.2 The purpose of the negotiations will be advised by the Board and made clear to the participants before the commencement of negotiation. Negotiations will not seek to play off tenderers' prices against other tenderers' prices.

10.7 Complaints

- 10.7.1 It is the NSW Government's objective to ensure that industry is given every opportunity to win Government contracts. Should any entity feel that it has been unfairly excluded from tendering or unfairly disadvantaged by the Conditions in Part D or the Requirement, it is invited to write to:

Chairman, State Contracts Control Board
Level 22, McKell Building
2-24 Rawson Place
SYDNEY NSW 2000

10.8 Disclosure of information concerning successful and unsuccessful Tenders

- 10.8.1 In accordance with NSW Government Policy to publicly disclose details of its contracts, the Board may publish the following information about a Standing Offer agreement awarded under this RFT:
- (a) Details of the Standing Offer (description of project to be completed or goods/services to be provided or property to be transferred; commencement date of the Standing Offer; the term of the Standing Offer);
 - (b) The full identity of the successful tenderer including details of cross ownership of relevant companies;
 - (c) The price payable by the agency and the basis for future changes in this price;
 - (d) The significant selection criteria used in Tender assessment and their weightings;
 - (e) Provisions for re-negotiation (where applicable).
- 10.8.2 The Board will not disclose the following information about any Standing Offer agreement awarded under this RFT unless the tenderer agrees, or release is determined under the *Freedom of Information Act 1989* or is otherwise legally required:
- (a) The Contractor's financing arrangements;
 - (b) The Contractor's cost structure or profit margins;

- (c) Items of the Contractor having an intellectual property characteristic (eg. non-tangible property that is the result of creativity, such as patentable ideas or inventions, trademarks, copyrights, etc.);
 - (d) Any other matters where disclosure would, in the Board's view, place the Contractor at a substantial commercial disadvantage with its competitors both at the time of entering into the Standing Offer agreement and at any later date when there would be an effect on future competitive arrangements.
- 10.8.3 A tenderer may request that the Board not disclose particular information included in its Tender but must give the reasons for requesting this. The Board will advise a tenderer in contention for a Standing Offer agreement what information it agrees not to disclose (unless legally required to do so). If the Board and a tenderer cannot agree about what should be disclosed, the Board will seek the advice of the Chair of the Board. The Board's decision is however final and is at the Board's absolute discretion. Neither a decision by the Board, nor a recommendation by the Chair of the Board under this paragraph is a decision that falls within any dispute resolution procedures specified in Part D.
- 10.8.4 The Board may publish the identities of all tenderers, but will not disclose other information included in an unsuccessful Tender unless the tenderer agrees, or release is determined under the Freedom of Information Act 1989 or is otherwise legally required.
- 10.8.5 For Standing Offer agreements valued over \$100,000, the Board will normally publish the names of tenderers when Tenders close, and the other information about the Standing Offer agreement specified in cl. 10.8.1 on the internet, within 90 days after award of the Standing Offer agreement. For other Standing Offer agreements the Board will disclose the specified information in cl. 10.8.1 on request.
- 10.9 Ownership of Tenders**
- 10.9.1 All Tenders become the property of the Board on submission.
- 10.9.2 The Board may make copies of the Tenders for any purpose related to this RFT.
- 10.10 Monitoring of Contractor Performance**
- 10.10.1 During the course of the Standing Offer agreement the Contractor's performance will be monitored and assessed. For details refer to the NSW Government Procurement Guidelines on Service Provider performance management which is available on request from the Contact Officer, the NSW Department of Commerce or can be viewed and downloaded from
www.dpws.nsw.gov.au/NR/rdonlyres/ebwssn7k5yfsxvbbwly7mhpwmqec6elk2wb3hbuptrlypeir7otlr7ud7noad4jv6m5fdai5wy2566kasjlyfmwnoab/Service+Provider+Performance+Management.pdf
- 10.10.2 The terms and conditions of the proposed deed of agreement, set out in Part D, detail the performance criteria to be applied in the monitoring of Contractor performance.



State Procurement is a Business Unit of the NSW Department of Commerce

**State Procurement invites this tender for and on behalf of the
NSW Police**

TENDER RESPONSE

RFT Number 0301658

SUPPLY OF LASER BASED SPEED MEASURING DEVICES;
RADAR BASED SPEED MEASURING DEVICES AND
DETECTORS OF ILLEGAL DETECTION DEVICES FOR NSW
POLICE FOR A PERIOD OF THREE (3) YEARS FROM DATE OF
ACCEPTANCE PLUS 2 X 1 YEAR EXTENSION PERIODS

Your Company's Legal Name: <Insert Company name>

Your Company's Trading Name: <Insert Trading name>

Your Company's ABN: <Insert ABN number>

Contact Name: <Insert name of Contract Administration
Officer>

Contact Phone: <insert telephone no>

If submitting an electronic Tender, please answer the following and indicate Yes or No below:

- Are you providing supporting documents in hard copy or on CD-ROM?
Yes/No
- Did you clearly mark the supporting documents as "Supporting Documents to RFT No (Guide Note: please fill in the RFT No)?"
Yes/No

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PART C The Tender Response

PART C1 Tender Response

1. Introduction

- 1.1 The information provided in this Part will be used in the assessment of Tenders. Questions have been framed to ensure responses that are relevant to the selection criteria. Please provide attachments where necessary, clearly labelled and cross-referenced.
- 1.2 References to “you” in this Part means the tenderer and all responses given will be taken to be responses of the tenderer.

2. Pricing and related factors

2.1 Price Schedule

Question 2.1.1.

Complete the Price Schedule at Part C3 in accordance with cl.7.1 of Part B.

2.2 Price basis

- 2.2.1 The Tenderer must indicate below the price basis of the tender (delete those inapplicable).
- 2.2.2 The tendered prices are:
- (i) Firm for the entire thirty-six (36) month duration of the Standing Offer agreement plus each twelve (12) month optional extension period.
 - (ii) Variable in accordance with the formula at clause 2.2.2 below.
- 2.2.3 The price variation formula set out below is intended to cover offers whose content is sourced from Australia and from overseas country of origin.
- 2.2.4 Tenderers whose offer(s) contain no imported content (all-Australian content) need not concern themselves with any of the formula right of “AB1”.
- 2.2.5 Tenderers whose offer(s) contain imported content will have to use the whole formula.

$$PP = TP \times \left[\frac{(LC \times AB_1) + (IC \times \frac{YZ_1}{YZ_0} \times \frac{EA_0}{EA})}{AB_0} \right]$$

Where:

PP = **Price payable** at the time of delivery of the respective devices.

TP = **Tendered price**

LC = Percentage of tender price representing Local (Australian and/or NZ) Content **expressed as a decimal**. **Local Content** includes:

- All Australian-sourced materials
- Costs directly associated with Australian sub-contracts
- Tenderer's costs including local labour, local freight and insurance, and administration
- Tenderer's profit

Tenderer to Nominate Local Content expressed as a decimal:

AB = Appropriate Australian Bureau of Statistics (Industry) Index used by the tenderer to calculate price movement of Local Content:

AB₀ = ABS index at time of tendering

Tenderer to nominate: ABS Index Used:

Index at time of tendering:

AB₁ = ABS index at time of delivery of the device/s

IC = Percentage of tender price representing Imported Content from the country of origin, expressed as a decimal

Tenderer to nominate: Country of Origin: _____

Imported Content expressed as a decimal: _____

YZ = ABS-equivalent Index in the country of origin, used to determine price movement in the cost of the imported content:

YZ₀ = Country of origin's index at time of tendering

Tenderer to nominate: ABS Index Used:

Index at time of tendering:

YZ₁ = Country of origin's index at date of export

EA₀ = The exchange rate relevant to the imported content from the country of origin, published in the Sydney Morning Herald at the base date (ie. seven days prior to close of tenders), expressed as "selling price \$A1.00 ="

Tenderer to nominate : The exchange rate used: _____
The base date: _____

EA = The exchange rate relevant at the date of payment by the Contractor for the imported content from the country of origin, published in the Sydney Morning Herald, expressed as "selling price \$A1.00 ="

Notes: (i) LC + IC must equal 1.0

(ii) Tenderers are to provide documentation with their tenders verifying relevant indices and exchange rates used at time of tendering.

2.3 Settlement discounts

2.3.1 The Tender Prices are subject to a settlement discount of:-

- (a) % for payment within 14 days from the date of receipt of invoice.
- (b) % for payment made during the month following that in which the invoice has been rendered.
- (c) % for payment within days from the date of receipt of invoice.

(N.B.: If this condition is not completed, the prices tendered will be deemed to be NETT).

3. Fitness for Purpose including compliance with Specification

3.1 Compliance with Specification

3.1.1 Tenderers to provide a statement of compliance with the Specification in accordance with the Statement of Compliance at Part C2.

3.2 Production status of Device/s offered

Question 3.2.1

Answer 3.2.1

<type or write your answer here>

Question 3.2.2

Tenderers are to nominate the Brand offered for the Device/s offered and the Country of their manufacture.

Answer 3.2.2

<type or write your answer here>

3.3 Quality Certification

Question 3.3.1

Indicate below whether you have attached at Part C2 any certification from approved testing authorities that confirm that the items tendered meet the relevant Australian, overseas or International Standards.

Answer 3.3.1

Yes/No (Please circle whichever is applicable)

3.4 Quality Assurance

Question 3.4.1

Indicate whether your company has attained certification under AS/NZS ISO 9001:2000 (including if you are in the process of transition from AS/NZS ISO 9001:1994 or AS/NZS ISO 9002:1994 to AS/NZS ISO 9001:2000) or is proceeding towards getting certification.

Answer 3.4.1

Yes/No (Please circle whichever is applicable)

<type or write your answer here>

If certification is being sought

Question 3.3.2.1

If you are in the process of attaining certification, provide evidence and a projected timetable and schedule for certification.

Answer 3.3.2.1

<type or write your answer here>

3.5 Other comments on fitness for purpose

Question 3.5.1

State here any other details you may wish to add, particularly regarding the innovative aspects and performance of the tendered Deliverables.

Answer 3.5.1

<type or write your answer here>

4. Delivery Considerations

4.1 Delivery times

Question 4.1.1

Provide details of delivery times and rate of supply offered for delivery of the Devices from receipt of Order together with an implementation plan (including production schedules) detailing how you intend to maintain stated delivery times.

The implementation plan must provide full details of your supply chain process for the supply of the Deliverables. The plan must outline lead times, strategic alliances or specific arrangements with suppliers or sub-contractors.

Answer 4.1.1

<type or write your answer here>

5. Warranty

5.1 Devices

Give full details of any guarantees or warranties for the Devices in accordance with the provisions of the Specifications, including details of third party warranties, where applicable, relating to the Deliverables offered.

The minimum extent of warranty offered is that prescribed by legislation, where applicable.

Question 5.1.1

Answer 5.1.1

<type or write your answer here>

Laser Device Warranty period offered _____ months after delivery and acceptance by NSW Police.

Radar Device Warranty period offered _____ months after delivery and acceptance by NSW Police.

Detector Device Warranty period offered _____ months after delivery and acceptance by NSW Police.

Question 5.1.2

Provide extended warranty period options. Additional cost for any extended warranties offered is to be provided in the Price Schedule.

Answer 5.1.2

<type or write your answer here>

Question 5.1.2

Provide scope and limitations associated with the extended warranty options.

Answer 5.1.2

<type or write your answer here>

6. Capacity to perform agreement

6.1 Production/Technical, warehousing, inventory and distribution capability

Question 6.1.1

Demonstrate the suitability of your resources/facilities/procedures for the purposes of fulfilling the requirement, including production, technical capability and capacity, warehousing, dispatch, transport and delivery arrangements as and when required by the Principal.

Answer 6.1.1

<type or write your answer here>

6.2 Compliance with relevant legislation and standards

Question 6.2.1

In all cases where Australian Standards exist, tendered Deliverables **MUST** conform to such Standards. Tenderers are at liberty to offer items that comply with other recognised international Standards. However, where any inconsistencies exist between other Standards offered and the Australian Standards specified, full details of the inconsistencies are to be stated in the tender response.

Tenderers are required to:

- (a) identify and describe the applicable Australian or international standard(s) and regulatory requirements to be applied/used and describe how these relate to the requirement; and
- (b) provide evidence of compliance with Standards requirements as laid down by State or Federal Authorities, where relevant. Attach a copy of the most recent certificate of accreditation/authorisation, or any certification you possess from an approved authority that confirms compliance with the applicable Australian or nominated overseas or international standard or regulation.

Answer 6.2.1(a)

<type or write your answer here>

Answer 6.2.1(b)

<type or write your answer here>

6.3 Information on dealers, distributors and sub-contractors

Question 6.3.1

Is any part of the Deliverables to be offered through a dealer or distributor? In this context, suppliers of raw materials and/or minor components to be incorporated into the Deliverables supplied by the Contractor are not regarded as dealers or distributors for the purpose of this question.

Answer 6.3.1

Yes/No (Please circle whichever is applicable)

If **“Yes”**, in respect of each nominated dealer or distributor please provide the following information, so far as applicable. If unable to provide this information in the format below, attach to your Tender the information required for each dealer or distributor.

Company Name, or Partnership Name, or individual's name	
Trading Name	
Australian Business Number (ABN)	
Site Address (principal place of business)	
Postal Address (principal place of business)	
Items or work to be supplied	

Question 6.3.2

Is any part of the Deliverables to be offered through a sub-contractor? In this context, suppliers of raw materials and/or minor components to be incorporated into the Deliverables supplied by the Contractor are not regarded as sub-contractors for the purpose of this question.

Answer 6.3.2

Yes/No (Please circle whichever is applicable)

If “**Yes**”, in respect of each nominated sub-contractor, please provide the following information, so far as applicable:

6.4 Suitability of proposed dealers, distributors and sub-contractors

Question 6.4.1

For each nominated dealer or distributor, provide details of their experience and qualifications in the provision of similar Deliverables.

Answer to 6.4.1

<type or write your answer here>

6.5 Other comments on capacity or ability to perform the Standing Offer agreement

Question 6.5.1

State here any other details you may wish to add. Please also address your capacity to perform the Standing Offer Agreement in the context of the current commitments of your organisation. (Note that details of previous performance of similar agreements are sought in cl.10, below, and should not be referred to here.)

Answer 6.5.1

<type or write your answer here>

7. Compliance with proposed agreement

Question 7.1

Do you agree to be bound by all the conditions contained in Part D of this RFT?

Answer 7.1

Yes/No (Please circle whichever is applicable)

If “**No**”, provide a full statement of all amendments sought, giving reasons.

<type or write your answer here>

Question 7.2

Do you agree to comply with clause 4.4, Minimum Insurance Requirements, contained in Part D of this RFT?

Answer 7.2

Yes/No (Please circle whichever is applicable)

If “**No**”, provide a full statement of all amendments sought, giving reasons.

<type or write your answer here>

Question 7.3

Please list the insurances you currently hold, the respective amount (or Limit of Liability) for each insurance policy and their expiry dates.

Answer 7.3

<type or write your answer here>

8. Compliance with policy

8.1 NSW Government Code of Practice for Procurement

Question 8.1.1

Have you have read the NSW Government Code of Practice for Procurement and taken them into consideration in preparing and submitting your Tender?

Answer 8.1.1

Yes/No (Please circle whichever is applicable)

Question 8.1.2

Will you maintain compliance with the Code for the purposes of this Standing Offer agreement, advise the Board of any breaches of the Code for the duration of the Standing Offer agreement and provide evidence of compliance when requested by the Board during the course of this Standing Offer agreement?

Answer 8.1.2

Yes/No (Please circle whichever is applicable)

Question 8.1.3

Provide any other relevant information below.

Answer 8.1.3

<type or write your answer here>

8.2 Purchasing Preference Scheme

8.2.1 NSW Country Industries Preference Scheme

You must complete the following details if you are eligible under the Country Industries Preference Scheme and wish to make use of the CIPS margin:

Question 8.2.1

(a) Have you registered with the Country Industry Preference Scheme?

Answer 8.2.1(a)

Yes/No (Please circle whichever is applicable)

If **“Yes”**, supply Preference Registration Number
<type or write your answer here>

Question 8.2.1 (b)

Supply details of the location(s) (town(s)) of your manufacturing or other facilities

Answer 8.2.1 (b)
<type or write your answer here>

Question 8.2.1 (c)

Will the Deliverables be wholly or substantially manufactured or produced at the above location(s)?

Answer 8.2.1 (c)

Yes/No (Please circle whichever is applicable)

If **“No”** explain below

8.3 Value-added activity

Question 8.3.1

Indicate the level of local value-added activity proposed to be undertaken in the event of award of any contract.

Answer 8.3.1

<type or write your answer here>

8.4 Small to Medium Enterprise (SME) involvement

Question 8.4.1

Provide details of the likely percentage of the value of the Deliverables to be provided under the Standing Offer agreement that will be sourced from SMEs and of the activities that will be carried out by SMEs under the Standing Offer agreement.

Answer 8.4.1

<type or write your answer here>

8.5 Regional development activity

Question 8.5.1

Provide details of the positive impact that the work flowing to the local region will generate, and any adverse effect should the same work be awarded to a capital city based organisation.

Answer 8.5.1

<type or write your answer here>

Question 8.5.2

Indicate the measures to be taken if the Standing Offer agreement is awarded to enhance local industry participation, SME involvement, employment and workforce development.

Answer 8.5.2

<type or write your answer here>

8.6 Occupational Health, Safety & Rehabilitation

Question 8.6.1

Do you currently comply with your OHS&R statutory obligations?

Answer 8.6.1

<type or write your answer here>

Yes/No

Question 8.6.2

Will you continue to comply with your OHS&R obligations specified in clause 6.16 of Part B, including obligations relating to performance monitoring and Sub-Contractor performance under the Standing Offer agreement awarded?

Answer 8.6.2

Yes/No (Please circle whichever is applicable)

If “**No**”, provide details below. If “**Yes**”, provide details below of how you will ensure that Sub-Contractors will perform in accordance with OHS&R obligations.

<type or write your answer here>

8.7 Environmental Management

Question 8.7.1

Describe in what way or ways your organisation promotes the development of Ecologically Sustainable Development. For assistance in answering this question, you may refer to the Procurement Guidelines on Environment Management available electronically

at: <http://www.dpws.nsw.gov.au/NR/rdonlyres/e7ff4llc5oil5l3lby2awxyfmwxonkmwd7impsc6lenbg6hjwszcan3kf5cw2rs3ihuo26p4h5eae6fov5eivxo2b/Environmental+management.pdf>

Answer 8.7.1

<type or write your answer here>

9. Financial viability

Question 9.1.1

Give in \$A the annual turnover in Deliverables tendered.

Answer 9.1.1

<type or write your answer here>

Question 9.1.2

During the course of the tender process, it may be required that you submit a copy of your last three annual financial reports to the Board, or to a party nominated by Board if so directed, in order to conduct financial analysis on behalf of the Board. Indicate below whether you will provide these reports if required.

Answer 9.1.2

Yes/No (Please circle whichever is applicable)

If “**No**”, comment below:

10. Previous contract experience and standard of performance

10.1 Previous contract experience

Question 10.1.1

Provide details of any previous Standing Offer agreement(s) (Period Contract(s)) with the Board that you have been involved in during the past four years in the table below:

Answer 10.1.1

<type or write your answer here>

Contract No	Contract Name	Date commenced	Date finished (if applicable)

10.2 Previous experience in provision of Deliverables

Question 10.2.2

Demonstrated expertise and experience in the successful provision of goods and/or services on a similar scale to the Requirement (not for the provision of goods and/or services to the Board) is desirable. State the number of years in business providing these goods and/or services.

Answer 10.2.2

<type or write your answer here>

10.3 Previous performance of Standing Offer agreements

Question 10.3.1

If you have undertaken any previous Standing Offer agreements provide details of any assessment undertaken of your performance. If performance reports were prepared in respect of your performance, please provide copies.

Answer 10.3.1

<type or write your answer here>

10.4 Referees

Question 10.4.1

Please provide three (3) names and contact details of previous customers

Answer 10.4.1

<type or write your answer here>

11. Other information required**11.1 Years in business**

Question 11.1.1

State the number of years you have been in business under your present constituted form.

Answer 11.1.1

<type or write your answer here>

11.2 Details of ownership

Question 11.2.1

If you are a company, please provide details of your ownership, that is, Australian, Overseas, name of each shareholder holding 20% or more of your issued share capital, paid-up capital and other relevant details.

Answer 11.2.1

<type or write your answer here>

Question 11.2.2

If you are a partnership, please provide a list of partners and details of the partnership financial arrangements.

Answer 11.2.2

<type or write your answer here>

11.3 Contracting as agent/trustee

Question 11.3.1

If awarded the Standing Offer Agreement, do you intend to contract in your own right or as agent for some other entity or entities? If an agent, identify the principal who will be bound by the Deed of Agreement and any authority given by that principal to you to execute any such agreement as its agent.

Answer 11.3.1

<type or write your answer here>

Question 11.3.2

If awarded the Standing Offer Agreement, please confirm your intention to contract in your own right and not as trustee for some other entity or entities? If a trustee, provide a copy of the trust deed, set out the names of the trustees, and provide full details below of your capacity to enter any Deed of Agreement as a result of this RFT.

Answer 11.3.2

<type or write your answer here>

11.4 Current Legal Proceedings

Question 11.4.1

Are you or any of your directors or close associates currently, or have you, or have your directors or close associates been at any time within the last five years, the subject of any or any pending:

- (a) legal proceedings, including winding up or bankruptcy proceedings,
- (b) insolvency administrations or investigations; and/or
- (c) investigations by ICAC or any other public body?

Yes/No (Please circle whichever is applicable)

If “**Yes**”, please supply full details below:

Answer 11.4.1

12. Criminal Record Check

NSW Police will require all Contractor personnel working on Police premises and in key roles in the supply process, to undergo a security clearance (which may include Criminal Record Checks).

12.1 Criminal Investigation Questionnaire

- 12.1.1 The following information is to be completed to enable probity investigations to be performed for all persons holding positions associated with the ownership, administration, management or performance of the Contract on Police premises.
- 12.1.2 On request, return completed Criminal Investigation Questionnaires with reference to this Tender, in a sealed and clearly marked envelope.

Persons with known criminal records, habits or associations and persons known to be deficient in business probity, ability and experience are to be excluded from holding positions associated with the ownership, administration, management or performance of the Contract.

Surname:

Given Names:

Date and place of birth:

Job Title:

Drivers Licence No.

Have you ever been known by any other name? Yes/No

State details of aliases and former names by which known (e.g. change of name by deed poll, marriage, etc.)

JUSTICE OF THE PEACE

DEPONENT

Note:

Deponent means the person who completes this Criminal Investigation Questionnaire.

State addresses, dates and period of residence for past 10 years.

Is or has the person, or a relative of the person, been employed by the New South Wales Police Service? If so, give full details including Registered Number(s).

- 12.1.3 Are there any conflicts of interest both actual and potential that may arise between the parties/persons of the tenderer and their close associates; and/or the objectives of the Government? If so, disclose all such conflicts.

Where applicable, indicate how identified conflicts will be managed (using an annexure).

JUSTICE OF THE PEACE

DEPONENT

THE APPLICANT AND THE JUSTICE OF THE PEACE MUST SIGN EACH PAGE

Any annexure must refer to the number of the question being answered. Each page of any annexure must be signed by the deponent and witnessed and signed by a Justice of the Peace.

ALL QUESTIONS must be fully answered.

Authorisation to Conduct Criminal Investigation

I hereby authorise the NSW Police to perform probity investigations for the purpose of the tender.

JUSTICE OF THE PEACE

DEPONENT

Name

Date:

13. Addenda to this RFT after issue

Question 13.1.1

Are you aware of any Addenda issued by the Board to this RFT after the issue of this RFT?

Answer 13.1.1

Yes/No (Please circle whichever is applicable)

Question 13.1.2

If the answer is “**Yes**”, indicate below whether you have read and allowed for the Addenda in your Tender.

Answer 13.1.2

<type or write your answer here>

Question 13.1.3

Please specify how many Addenda have you read and allowed for in your Tender.

Answer 13.1.3

It is the responsibility of the tenderer in accordance with Part A to ensure that it is aware of all addenda issued during the tender period. Failure by the tenderer to allow the addenda in the tender may result in the tender not being considered.

14. Further information

Question 14.1.1

Provide below any further information you believe is relevant to your Tender, and cross-reference to any clauses of this RFT if applicable.

Answer 14.1.1

<type or write your answer here>

15. Tender validity period

Question 15.1.1

Indicate below the period for which your Tender will remain valid for acceptance from the deadline for lodgement of tenders.

N.B. The minimum validity period is as stated in cl. 7.6, Part A..

Answer 15.1.1

<type or write your answer here>

16. Supply of Australian Business Number

Question 16.1.1

If you do not currently have an ABN, state how and when you intend to obtain an ABN and register for GST.

N.B. Tenderers that do not have an ABN cannot enter into an agreement with the Board.

Answer 16.1.1

<type or write your answer here>

17. Confirmation of lodgement of samples

Question 17.1.1

Confirm below that two (2) fully completed and operational samples of each Device offered have been lodged in accordance with the requirements of clause 14, Part C2.

Answer 17.1.1

Yes/No (Please circle whichever is applicable)

Question 17.1.2

If the answer is “Yes”, advise date on which samples were submitted

Note: failure to supply sample/s might preclude your tender from further consideration.

18. Tenderer Identification Details

Question 18.1

Type or write your identification details as required below.

1) If a company, Company Name	
2) If a partnership, Partnership Name	
3) If an individual, individual's name	
4) Trading Name	
5) Australian Business Number (ABN)	
6) Australian Company Number (ACN)	
7) Registered Office (if a company)	
8) Site Address (principal place of business)	
9) Postal Address (principal place of business)	
10) Alternative Address	
11) Contract Administration Contact Name	
12) Contract Administration Contact Telephone No.	
13) Contract Administration Contact E-mail Address	
14) Contract Administration Contact Fax No.	
22) Chief Executive Officer's (CEO) Name	
23) Switchboard Telephone No:	
24) Company email address	
25) Website address:	
26) Tenderer's Reference No:	

PART C2 - Statement of Compliance with Specification

1 Overview

- 1.1 The Request for Tender covers the supply of the following Deliverables
- 1.2 **Item 1:** Laser based speed measuring devices (Lidar)(Specification Part C2-1);
- Item 2:** Radar based speed measuring devices – True Doppler (Specification Part C2-2); and
- Item 3:** Devices to detect illegal detectors of speed measuring devices (Specification Part C2-3)

2 Compliance With Specification

- 2.1 The Deliverables/s are to be in accordance with the Specification detailed below.
- 2.2 Tenderers must state hereunder whether the Deliverables/s offered conform to the Specification.

3 Compliance Terms

- 3.1 The following terms are appropriate in providing a statement of compliance:
- COMPLIES** means:
- (a) in the case of a clause which is of an informative nature only, that the clause has been read and understood;
 - (b) in the case of a clause which specifies a requirement or performance standard to be met by the Deliverables/s to be provided, that the offer is to provide the requirement or standard.
- 3.2 Tenderers must provide full details confirming the compliance statement as defined below made against each clause of the Specification.

PARTIALLY COMPLIES means, in the case of a clause which specifies a requirement or performance standard, it can only be met subject to certain conditions. Where this is the case and the tenderer is prepared to make good on the condition, requirement or performance standard the tenderer must explain and cost the required change.

DOES NOT COMPLY means that the requirement or performance standard of the clause is not met by the offer. Full details of non-compliance must be stated.

ALTERNATIVE means that the tenderer's method, system or process either does not require the feature or the tenderer's method, system or process fully complies in a manner different to that described. In both cases a description must be provided.

SIGNIFICANTLY EXCEEDS REQUIREMENTS means, in some cases, the Deliverables offered may significantly exceed the specified requirements. As this may have a bearing on the evaluation process, full details must be stated.

4 Specification Requirements

- 4.1 The Specification is indicative of the needs of the Principal, and any Deliverables offered must be of at least the same standard and potential. Consideration may be given, however, to Deliverables of a higher standard if they are available and better suited to the Principals requirements.
- 4.2 Any failure by the tenderer to make clear the extent of compliance or non-compliance with any clause or paragraph of the Specification may be interpreted as failure to comply with the requirement concerned when assessing the relative merits of tenders.
- 4.3 Tenderers are required to tender in accordance with the tender requirements.

Important Note:

In completing the compliance statement tenderers are reminded to use the terms outlined in Clause 2.2 in Part C2 and to provide supporting statements confirming the extent of compliance against each clause.

SPECIFICATION PART C2-1 - Laser Based Speed Measuring Devices

1 Background to the Requirement

- 1.1 Lidar - is an acronym for Light, Detection and Ranging which uses laser based infra red light. NSW Police use lidar units in both metropolitan & country locations. Most police vehicles are equipped with a lidar instrument and those Highway Patrol sections without vehicles still have access to the technology to assist with speed enforcement.
- 1.2 These units are to be used in the stationary mode and on multi-lane roads with higher traffic volumes. This lidar is to be powered by a smart charger or equivalent battery pack or by being plugged into a Tee (two point power socket) plug power socket fitted to Police vehicles. The units must be able to operate in both hand held mode or mounted on a tripod.

2 Scope of the Requirement

- 2.1 The requirement is for a device, which will measure the speed of motor vehicles using laser technology.
- 2.2 The equipment will be designed for hand held and tripod mounted operation and MUST be capable of accurately measuring the speed and distance of approaching and receding motor vehicles from a fixed point.
- 2.3 Where and if applicable, the equipment will be certified for this class of Deliverables by appropriate authorities such as the Australian Communications Authority (ACA). Copies of relevant approval documents are to be included with the tender.

3 Operating Requirements

3.1 Operating Voltage

- 3.1.1 13.8 Volts DC Nominal
- 3.1.2 The device MUST give an audible and visual alert to imminent LOW VOLTAGE STATUS.
<Statement of Compliance>

3.2 Range

The Device shall be capable of ranging distances from 5 metres to not less than 600 metres.

<Statement of Compliance>

3.3 Range Accuracy

- 3.3.1 Less than or equal to 0.1 metre increments
<Statement of Compliance>

3.4 Speed Measurement Range

- 3.4.1 The device MUST be capable of a speed measurement range from 10 kph and not less than 250 kph in 1-kph increments.

<Statement of Compliance>

3.5 Measurement Accuracy

- 3.5.1 Within ± 2 kph in the speed mode and ± 0.3 metres in the range mode.

<Statement of Compliance>

3.6 Beam Width

- 3.6.1 Beam width shall not be greater than 0.3/m2 at a distance of 100 metres.

<Statement of Compliance>

3.7 Operating Temperature Range

- 3.7.1 The Device shall operate to a minimum requirement of -10 to + 60 degrees Celsius in operation.

<Statement of Compliance>

- 3.7.2 The Device shall operate to a minimum requirement of -20 to +60 degrees Celsius not in operation.

<Statement of Compliance>

3.8 Operating Humidity

- 3.8.1 At least +35 degrees Celsius with 90% relative humidity, operating for 6 hours minimum.

<Statement of Compliance>

3.9 Sweep Effect

- 3.9.1 The device MUST be capable of identifying linear patterns and when a sweep effect has occurred.

<Statement of Compliance>

- 3.9.2 The device will then either alert the user of the device or return a non-reading error.

<Statement of Compliance>

Specify details of the system that enables the device to recognise and react to/or counter 'sweep effect'

<Response>

3.10 Radio Frequency Interference (RFI)

- 1.1.1 The device shall have a visual warning to the operator and/or be immune when subjected to Radio Frequency Interference (R.F.I).

<Statement of Compliance>

4 Physical Requirements

4.1 Power Source

4.1.1 **Internal:** Self-contained rechargeable battery pack.

<Statement of Compliance>

4.1.2 **External:** Motor vehicle power supply using a polarised tee plug adapter.

<Statement of Compliance>

4.1.3 The equipment will be protected against reverse polarity battery connection.

<Statement of Compliance>

4.2 Power Source Change Over

4.2.1 Battery changeover will be a simple operation capable of being changed over in the field without special tools.

<Statement of Compliance>

4.2.2 The rechargeable battery supplied will be a high quality NIMh type or equivalent with a minimum of four hours continuous operating capacity.

<Statement of Compliance>

4.2.3 The Battery charger MUST be a Smart charger or equivalent.

4.2.4 Power emissions are to be in accordance with appropriate standards.

<Statement of Compliance>

4.3 Battery Use and Power

State the Battery Capacity / Operating Time of the Device with and without the use of various illumination capabilities.

<Response>

Provide details of any battery(s) power level indicators(s) that the Device has.

<Response>

State the details of the battery(s) used by the Device.

<Response>

State the average lifetime of the battery(s).

<Response>

Specify the number of times battery(s) can be recharged before needing to be replaced.

<Response>

Specify details of the recharging process that results in the battery(s) being fully charged.

<Response>

State the battery(s) recharging methods and options.

<Response>

Specify how the battery charger knows when to stop charging when the battery is fully charged.

<Response>

Describe how the battery is removed and replaced from the Device.

<Response>

4.4 Displays

- 4.4.1 Speed will be shown in kph and distance in metres and be in unambiguous English.

<Statement of Compliance>

- 4.4.2 The display panel should be a Light Responsive Diode (LRD) or equivalent and have an easily adjustable brightness setting to enable the device to be easily read over a light spectrum ranging from full sunlight to complete darkness.

<Statement of Compliance>

Specify details of the displays illumination capabilities and the procedure for adjusting the brightness setting.

<Response>

State details of the screen display, such as number of lines, number of characters per line, font types, etc.

<Response>

4.5 Target Identification

- 4.5.1 Will be identified through viewer or scope with a suitable indicator.

<Statement of Compliance>

- 4.5.2 An audio alert will be sounded when the target has been captured (locking tone).

<Statement of Compliance>

- 4.5.3 It is highly desirable that the audio tone from the Lidar reinforces single target identification during the entirety of a speed check.

<Statement of Compliance>

Specify details of how the target is identified, displayed and alerted to the user.

<Response>

4.6 Calibration and Indicator Test

- 4.6.1 All numeric segments and indicators will be capable of functional integrity testing by means of a push button or switch.

<Statement of Compliance>

- 4.6.2 A functional integrity test of the unit may be performed by means of a push button or switch.

<Statement of Compliance>

- 4.6.3 An internal accuracy test shall be performed each time a target speed is measured. If the unit is outside this internal accuracy test a visual alarm shall alert the operator and further speed-readings will be inhibited.

<Statement of Compliance>

Describe the procedure for performing a calibration and indicator test.

<Response>

State the time taken to perform the calibration and indicator test and the frequency testing is required.

<Response>

4.7 Device Mounts

- 4.7.1 Ancillaries such as tripods and mountings will be sturdy and stable on all operating surfaces.

<Statement of Compliance>

- 4.7.2 All metal fabrications will have rounded edges and no sharp protrusions.

<Statement of Compliance>

- 4.7.3 Tripods will be easy to assemble and will lock firmly into position when assembled.

<Statement of Compliance>

State the following for the Device.

- (a) *Type of mount*
- (b) *Requirements for installation or setup*
- (c) *Storage requirements*
- (d) *Size of device when in storage (including device, battery, mounts and any attachments)*
- (e) *Provision of storage bags or case*
- (f) *Other relevant details*

<Response>

4.8 Size and Weight

- 4.8.1 Overall size, weight and ease of handling and operator comfort will be important considerations.

<Statement of Compliance>

Describe the dimensions of the fully functional Device, inclusive of all components, (including the batteries, relevant mounts, adaptors etc).

<Response>

Describe the weight of the fully functional Device. The weight specified must be inclusive of all components, (including the batteries, relevant mounts, adaptors etc).

<Response>

4.9 Durability and suitability for outdoor use

- 4.9.1 The Device shall be durable and be environmentally resistant to dust, water and impact resistance.

<Statement of Compliance>

State the following for the Device:

- (a) *resistance to shock, fall, impact, etc.*
- (b) *operating temperature range*
- (c) *water resistance levels*
- (d) *other relevant details*

<Response>

4.10 Operating Standards

- 4.10.1 Laser based technology – Class One (1) (Australian Standard 2211.1: 2003). The device must comply with Australian Standards for Laser based speed detection devices. (AS4691.1, AS4691.2).

<Statement of Compliance>

4.11 Operator Safety

- 4.11.1 MUST be a Class 1 Laser Device (Rated eye safe) and must comply with OH&S legislation and regulation and including NSW Police guidelines. Operator safety will be an important consideration in tender evaluation.

<Statement of Compliance>

Specify details of the safety features incorporated in the device to protect the user and observers from potential hazards.

<Response>

4.12 Life Expectancy

State the expected lifespan of the Device.

<Response>

5 Device Support

5.1 Training

- 5.1.1 The successful tenderer shall be required to provide training and accreditation for up to ten (10) NSW Police personnel in the correct use of the equipment and the interpretation of readings for courts evidence, at no additional cost to the NSW Police. The tenderer will advise the average time necessary for adequate training on the particular equipment. Training will include the appropriate field calibration procedures. Training is to be conducted at NSW Police premises in Sydney.

<Statement of Compliance>

- 5.1.2 The successful tenderer shall provide initial and ongoing training and accreditation for up to six (6) NSW Police technicians for the repair, maintenance and calibration of the tendered equipment and associated test equipment to perform all service and maintenance requirements for the instrument from the date of purchase, of at no additional cost to NSW Police. Technical training is to be conducted at a venue which facilitates all training requirements of the manufacturer.

<Statement of Compliance>

State the following for the device:

- (a) Types of training offered in respect to clause 5.1.1
- (b) Number of attendees facilitated per training session
- (c) Number of times training facilitated

<Response>

State the following for the device:

- (a) Types of training offered in respect to clause 5.1.2
- (b) Number of attendees facilitated per training session

- (c) Number of times training facilitated

<Response>

- 5.1.3 Tenderers are to provide the price of purchasing any extra training sessions in respect to user and technical repair/maintenance training/accreditation as per clauses 5.1.1 and 5.1.2 in the appropriate space in the Price Schedule, Part C3.

5.2 Repairs and Maintenance (if required)

- 5.2.1 Electronic components must be of a type freely available on request, any propriety or sole supply component or board must be identified by the supplier and prices of such components itemised in the Price Schedule.

- 5.2.2 Tenderers shall provide details of any servicing or maintenance options for repair of Deliverables or certification of equipment in Sydney.

<Statement of Compliance>

State the following for the Device.

- (a) *Specify any items that are sole supply or propriety for the device. Provide prices for sole supply items in the Price Schedule, Part C3.*
- (b) *Provide details of any optional Maintenance/servicing support available during warranty period for repair of Devices or certification of equipment including prices for the repair and calibration of equipment returned to the Contractor for servicing/repair, which are to be itemised in the Price Schedule, Part C3.*
- (c) *Provide details of any optional Maintenance/servicing support available post warranty period for repair of Devices or certification of equipment including prices for the repair and calibration of equipment returned to the Contractor for servicing/repair, which are to be itemised in the Price Schedule, Part C3.*
- (d) *Other relevant detail*

<Response>

5.3 Service Manuals and descriptions

- 5.3.1 Service manuals and instructions will be written in plain and unambiguous English and will include schematic diagrams of all circuits, full descriptions and identification of all key parts.

<Statement of Compliance>

State the following for the Device.

- (a) Types and purpose of the documentation supplied.
- (b) Number of copies normally supplied with the Device purchase.
- (c) Additional price of purchasing any extra copies required is to be provided in the Price Schedule.

<Response>

State the following for the Device (Also refer Part C3-1- Price Schedule).

- (a) Provide an itemised list of components comprising the Device tendered. Provide corresponding prices for components in the Price Schedule, Part C3.

- (b) Detail components listed in answer (a) that can be purchased separately.
- (c) Provide details of any optional additional accessories you are offering with your tender together with pricing for these options, to be provided in the appropriate space in the Price Schedule, Part C3.

For each optional additional cost accessory offered specify:

The type of accessory and brand offered

<Response>

How it functions and integrates with the Device tendered

<Response>

Additional operating requirements and operating limitations

<Response>

5.4 Test Equipment

- 5.4.1 Tenderers are to provide details and prices for any manufacturers specified/specific test equipment, which is a requirement to be used with the tendered equipment.

<Statement of Compliance>

State the following for the Device.

Specify the test equipment required for the Device.

<Response>

SPECIFICATION PART C2-2 - Radar Speed Measuring Device – True Doppler

1 Background to the Requirement

Radar - is an acronym for Radio, Detection and Ranging and uses electromagnetic energy. The equipment is mounted in all HWP cars and can be used either stationary or mobile. The unit operates from the police vehicles internal power and consists of an antennae head, computer section and remote unit. The instrument's range depends on terrain, operating line of sight.

The energy emitted by the radar unit hits the target vehicle and is returned to radar antenna. If there is relative motion between the target and radar antenna the frequency changes (Doppler effect); the computer section measuring the frequency shift and calculating the relative velocity displayed as a speed measurement.

2 Scope of the Requirement

The requirement is for a device, which will measure the speed of motor vehicles using radar technology.

The equipment is required to be fitted to police vehicles and shall be capable of accurately measuring the speed of approaching and receding motor vehicles whilst mobile.

Ease of fitting and security whilst fitted shall be important considerations in evaluations as will overall size, particularly the antenna unit.

Where and if applicable, the equipment will be certified for this class of service by appropriate authorities such as the Department of Transport and Communications. Copies of relevant approval documents are to be included with the tender. The Device shall comply with Australian Standard 2892.1 and 2898.2-2003.

3 Operating Requirement (True Doppler Radar)

3.1 Operating Voltage

3.1.1 13.8 Volt Nominal

<Statement of Compliance>

3.1.2 The device MUST give an audible and visual alert to imminent LOW VOLTAGE STATUS.

<Statement of Compliance>

3.2 Operating Frequency

3.2.1 Devices shall operate in the frequency band of (K band) 18 to 26Ghz and (Ka band) 26 Ghz to 40Ghz.

<Statement of Compliance>

3.3 Operating Current

3.3.1 Must be no more than 1.5 Amps.

<Statement of Compliance>

3.4 Range

- 3.4.1 The Device MUST be capable of a “detection” range from 10 metres and no less than 750 metres.

<Statement of Compliance>

3.5 Speed Measurement Range

- 3.5.1 The device MUST be capable of a speed measurement range from 16 Kph and not less than 250 Kph in 1 Kph increments.

<Statement of Compliance>

3.6 Measurement Accuracy

- 3.6.1 Must be Within ± 2 kph Stationary Speed Mode and ± 3 kph Mobile Speed Mode.

<Statement of Compliance>

3.7 Beam Width

- 3.7.1 Must be 6° from the main axis to half power point in any axis, $\pm 1^\circ$.

<Statement of Compliance>

3.8 Capture Angle

Up to and not exceeding 23° .

<Statement of Compliance>

3.9 Operating Temperature Range

- 3.9.1 The Device shall operate to a minimum requirement of -10 degrees C to $+50$ degrees Celsius in operation.

<Statement of Compliance>

3.10 Operating Humidity

- 3.10.1 At least $+35$ degrees Celsius with 90% relative humidity, operating for 6 hours minimum.

<Statement of Compliance>

3.11 Radio Frequency Interference (RFI)

- 3.11.1 The device shall have a visual warning to the operator or be immune when subjected to Radio Frequency Interference (RFI).

<Statement of Compliance>

- 3.11.2 The equipment MUST NOT cause interference to Police Radios or other electronic equipment being used within or on the Police Vehicle.

<Statement of Compliance>

- 3.11.3 The equipment MUST be immune to electronic interference from equipment being operated within the Police vehicle or other external electronic interference.

<Statement of Compliance>

4 Physical Requirements

4.1 Power

- 4.1.1 The Device must be fitted with a polarised 'T' plug which is capable of operating from the power supply of a Police motor vehicle. Nominal supply voltage is 13.8 volts DC.

<Statement of Compliance>

- 4.1.2 Power Density of the Device must comply with Radiation Protection Standard – maximum exposure levels to Radiofrequency Fields 3Khz to 300 Ghz.

<Statement of Compliance>

4.2 Displays

- 4.2.1 Speed shall be shown in Kph and be in unambiguous English.

<Statement of Compliance>

- 4.2.2 The display panel shall have an easily adjustable brightness setting to enable the device to be easily read over a light spectrum ranging from full sunlight to complete darkness.

<Statement of Compliance>

- 4.2.3 The Device display panel shall have push button/switches to enable hold and lock functions.

- 4.2.4 *<Statement of Compliance>*

Specify details of the displays illumination capabilities and the procedure for adjusting the brightness setting.

<Response>

State details of the screen display, such as number of lines, number of characters per line, font types, etc.

<Response>

4.3 Lock time of Device

- 4.3.1 Instantaneous.

<Statement of Compliance>

4.4 Target Identification

- 4.4.1 In stationary mode of operation the device must emit an audible signal that is derived from the true Doppler shift so that the audio tone corresponds to the speed of the target and any ambient signals including signals from other moving vehicles.

<Statement of Compliance>

- 4.4.2 In moving mode of operation the device must emit an audible signal that is derived from the true Doppler shift so that the audio tone corresponds either to the speed of patrol vehicle and target vehicle and any ambient signals including signals from other moving vehicles.

<Statement of Compliance>

Specify details of how the target is identified, displayed and alerted to the user.

<Response>

4.5 Side Lobes

- 4.5.1 No less than 23dB below main beam power level.

<Statement of Compliance>

4.6 Antenna

- 4.6.1 Conical.

<Statement of Compliance>

4.7 Horn Polarisation

- 4.7.1 The Device must be fitted with mountable antenna that radiates circular polarisation.

<Statement of Compliance>

4.8 Video Capability

- 4.8.1 The device shall be video capable and must interface with existing system fitted in Police vehicles (ie “Kustom Signals – Silver Eagle Traffic Safety Radar” RS232, 15 Pin D connector). Proprietary or encrypted data shall be capable of interface with any video system deemed necessary by NSW Police.

<Statement of Compliance>

State how the Device interfaces with video equipment.

<Response>

4.9 Internal Indicator test and Calibration

- 4.9.1 All numeric segments and indicators shall be capable of functional integrity testing by means of one push button or switch.

<Statement of Compliance>

- 4.9.2 A functional integrity test of the unit may be performed by means of a push button or switch.

<Statement of Compliance>

- 4.9.3 An internal accuracy test shall be performed each time a target speed is measured. If the unit is outside this internal accuracy test a visual alarm shall alert the operator and further speed readings will be inhibited.

<Statement of Compliance>

Describe the procedure for performing a calibration and indicator test.

<Response>

State the time taken to perform the calibration and indicator test and the frequency testing is required.

<Response>

4.10 Size and Weight

- 4.10.1 The Device shall be of such overall size, weight and dimension so as to ensure ease of handling and operator comfort. These will be important considerations in assessing the suitability of Devices.

<Statement of Compliance>

Describe the dimensions of the fully functional Device, inclusive of all components, (including the batteries, relevant mounts, adaptors etc).

<Response>

Describe the weight of the fully functional Device. The weight specified must be inclusive of all components, (including the batteries, relevant mounts, adaptors etc).

<Response>

4.11 Device Mounts (Vehicle Mounted)

- 4.11.1 The equipment shall be designed for installation into police vehicles and be capable of accurately measuring the speed of approaching and receding motor vehicles whilst mobile. All installation kits and brackets MUST comply with Australian Design Regulations (ADR).

<Statement of Compliance>

- 4.11.2 The Device shall be portable, have the capability of being mounted within or on a Police motor vehicle, and comply with Australian Design Rules and OHS guidelines.

<Statement of Compliance>

- 4.11.3 The Device shall be ergonomically compatible with the Police motor vehicle and all accessories within and outside the vehicle.

<Statement of Compliance>

- 4.11.4 It is a requirement of this Specification that installation of all vehicle-mounted equipment including battery power shall be undertaken by a third party installer nominated by NSW Police.

- 4.11.5 Installation components MUST comply with Fleet Management Services requirements and be suitable for installation by a third party to a standard satisfactory to the Police Radar Engineering Unit.

<Statement of Compliance>

Confirm that third party installation of the Device does not void warranty.

<Response>

State the following for the Device.

Type of mount

- (a) *Type of mount*
- (b) *Requirements for installation or setup*
- (c) *Storage requirements*
- (d) *Size of device when in storage (including device, battery, mounts and any attachments)*
- (e) *Provision of storage bags or case*
- (f) *Other relevant details*

<Response>

4.12 Durability and suitability for outdoor use

- 4.12.1 The Device shall be durable and be environmentally resistant to dust, water and impact resistance.

<Statement of Compliance>

State the following for the Device:

- (a) resistance to shock, fall, impact, etc.
- (b) operating temperature range
- (c) water resistance levels
- (d) other relevant details

<Response>

4.13 Operating Standards

- 4.13.1 Radar based technology – Class One (1) (Australian Standard 2898.1, 2898 2003). The device must comply with Australian Standards for Radar based speed detection devices.

<Statement of Compliance>

- 4.13.2 Any Radar device 'video' capable shall be capable of interfacing with current video system installed in Police vehicles.

<Statement of Compliance>

4.14 Operator Safety

- 4.14.1 The Device must provide adequate protection to the operator against radiation and other hazards and must comply with Occupational Health Safety guidelines. Operator safety will be important consideration in the assessment of Device.

<Statement of Compliance>

Specify details of the safety features incorporated in the device to protect the user and observers from potential hazards.

<Response>

4.15 Life Expectancy

State the expected lifespan of the Device.

<Response>

5 Device Support

5.1 Training

- 5.1.1 The successful tenderer shall be required to provide training and accreditation for up to ten (10) NSW Police personnel in the correct use of the equipment and the interpretation of readings for courts evidence, at no additional cost to the NSW Police. The tenderer will advise the average time necessary for adequate training on the particular equipment. Training will include the appropriate field calibration procedures. Training is to be conducted at NSW Police premises in Sydney.

<Statement of Compliance>

- 5.1.2 The successful tenderer shall provide initial and ongoing training and accreditation for up to six (6) NSW Police technicians for the repair, maintenance and calibration of the tendered equipment and associated test equipment to perform all service and maintenance requirements for the instrument from the date of purchase of at no additional cost to NSW Police. Technical training is to be conducted at a venue which facilitates all the training requirements of the manufacturer.

<Statement of Compliance>

State the following for the device:

- (a) Types of training offered in respect to clause 5.1.1
- (b) Number of attendees facilitated per training session
- (c) Number of times training facilitated

< Response >

State the following for the device:

- (a) Types of training offered in respect to clause 5.1.2
- (b) Number of attendees facilitated per training session
- (c) Number of times training facilitated

< Response >

- 5.1.3 Tenderers are to provide the price of purchasing any extra training sessions in respect to user and technical repair/maintenance training/accreditation as per clauses 5.1.1 and 5.1.2 in the appropriate space in the Price Schedule, Part C3.

<Statement of Compliance>

5.2 Repairs and Maintenance (if required)

- 5.2.1 Electronic components must be of a type freely available on request, any propriety or sole supply component or board must be identified by the supplier and prices of such components itemised in the Price Schedule.

- 5.2.2 Tenderers shall provide details of any servicing or maintenance options for repair of Deliverables or certification of equipment in Sydney.

<Statement of Compliance>

State the following for the Device.

- (a) *Specify any items that are sole supply or propriety for the device. Provide prices for sole supply items in the Price Schedule, Part C3.*
- (b) *Provide details of any optional Maintenance/servicing support available during warranty period for repair of Devices or certification of equipment including prices for the repair and calibration of equipment returned to the Contractor for servicing/repair, which are to be itemised in the Price Schedule, Part C3.*
- (c) *Provide details of any optional Maintenance/servicing support available post warranty period for repair of Devices or certification of equipment including prices for the repair and calibration of equipment returned to the Contractor for servicing/repair, which are to be itemised in the Price Schedule, Part C3.*

(d) *Other relevant detail*

<Response>

5.3 Service Manuals and descriptions

- 5.3.1 Service manuals and instructions will be written in plain and unambiguous English and will include schematic diagrams of all circuits, full descriptions and identification of all key parts.

<Statement of Compliance>

State the following for the Device.

- (a) Types and purpose of the documentation supplied.
- (b) Number of copies normally supplied with the Device purchase.
- (c) Additional price of purchasing any extra copies required is to be provided in the Price Schedule.

<Response>

State the following for the Device (Also refer Part C3-1- Price Schedule).

- (a) Provide an itemised list of components comprising the Device tendered. Provide corresponding prices for components in the Price Schedule, Part C3.
- (b) Detail components listed in answer (a) that can be purchased separately.
- (c) Provide details of any optional additional accessories you are offering with your tender together with pricing for these options, to be provided in the appropriate space in the Price Schedule, Part C3.

For each optional additional cost accessory offered specify:

The type of accessory and brand offered

<Response>

How it functions and integrates with the Device tendered

<Response>

Additional operating requirements and operating limitations

<Response>

5.4 Test Equipment

- 5.4.1 Tenderers are to provide details and prices for any manufacturers specified/specific test equipment, which is a requirement to be used with the tendered equipment.

<Statement of Compliance>

State the following for the Device.

Specify the test equipment required for the Device.

<Response>

SPECIFICATION PART C2-3 - Devices to detect illegal detectors of speed measuring devices

1 Background to Requirement

- 1.1.1 The NSW Police is responsible for the enforcement of the State's Road Transport (Safety and Traffic Management) Act 1999. The possession and/or use of 'radar detectors and jammers' by individuals in an attempt to avoid detection by Police operated speed measuring equipment is illegal.
- 1.1.2 This RFT invites offers for the supply and delivery of devices to detect illegal detectors of speed measuring devices.
- 1.1.3 The detector devices will be portable, have the capability of being mounted within or on a motor vehicle, and comply with Australian Design Rules and OH&S guidelines.

2 Scope of Requirement

- 2.1.1 The equipment shall be capable of detecting all illegal detectors of speed measuring devices contained within the target vehicle.
- 2.1.2 The equipment shall be capable of detecting all ranges of operating frequency used by the illegal detectors.

3 Operating Requirement

3.1 Operating Voltage

- 3.1.1 13.8 volt DC
- 3.1.2 The device MUST give an audible and visual alert to imminent LOW VOLTAGE STATUS.
<Statement of Compliance>

3.2 Range

- 3.2.1 The Device shall be capable of detecting illegal detectors from a distance of 10 metres up to 750 metres or better.
<Statement of Compliance>

3.3 Operating Temperature Range

- 3.3.1 The Device shall operate to a minimum requirement of -10 to 60 degrees Celsius in operation.
<Statement of Compliance>

3.4 Operating Humidity

- 3.4.1 At least +35 degrees Celsius with 90% relative humidity, operating for 6 hours minimum
<Statement of Compliance>

3.5 Radio Frequency Interference (RFI)

- 3.5.1 The device shall have a visual warning to the operator or be immune when subjected to Radio Frequency Interference (RFI).

<Statement of Compliance>

- 3.5.2 The equipment MUST NOT cause interference to Police Radios or other electronic equipment being used with in or on the Police Vehicle.

<Statement of Compliance>

- 3.5.3 The equipment MUST be immune to electronic interference from equipment being operated with in the Police vehicle.

<Statement of Compliance>

4 Physical Requirements

4.1 Power

- 4.1.1 **Internal:** Self-contained rechargeable battery pack.

- 4.1.2 **External:** Motor vehicle power supply using a polarised tee plug adapter or cigarette lighter adapter.

- 4.1.3 Battery changeover shall be a simple operation capable of being changed over in the field without special tools.

- 4.1.4 The battery supplied shall be a high quality NIMh type or equivalent with a minimum of six hours continuous operating capacity.

- 4.1.5 The Battery charger MUST be a smart charger or equivalent.

- 4.1.6 The equipment shall be protected against reverse polarity battery connection.

- 4.1.7 Power density of the Device must comply with Radiation Protection Standard – maximum exposure levels to Radiofrequency Fields 3 Khz to 300 Ghz.

<Statement of Compliance>

4.2 Battery Use and Power

State the Battery Capacity / Operating Time of the Device with and without the use of various illumination capabilities.

<Response>

Provide details of any battery(s) power level indicators(s) that the Device has.

<Response>

State the details of the battery(s) used by the Device.

<Response>

State the average lifetime of the battery(s).

<Response>

Specify the number of times battery(s) can be recharged before needing to be replaced.

<Response>

Specify details of the recharging process that results in the battery(s) being fully charged.

<Response>

State the battery(s) recharging methods and options.

<Response>

Specify how the battery charger knows when to stop charging when the battery is fully charged.

<Response>

Describe how the battery is removed and replaced from the Device.

<Response>

Specify details and the costs of battery backup in the appropriate space in the Price Schedule.

<Response>

4.3 Displays

- 4.3.1 The display panel shall have an easily adjustable brightness setting to enable the device to be easily read over a light spectrum ranging from full sunlight to complete darkness.

<Statement of Compliance>

Specify details of the displays illumination capabilities and the procedure for adjusting the brightness setting.

<Response>

State details of the screen display, such as number of lines, number of characters per line, font types, etc.

<Response>

4.4 Target Identification

- 4.4.1 The equipment shall have both visual and audible indicators of the presence of a detected signal.
- 4.4.2 Where fitted the unit should allow positive identification of the vehicle from which the illegal detector signal is emanating in both single and multi lane situations in varying weather conditions.

<Statement of Compliance>

Specify details of how the target is identified, displayed and alerted to the user.

<Response>

4.5 Internal Indicator test and Calibration

- 4.5.1 All numeric segments and indicators of the Device shall be capable of functional integrity testing by means of one push button or switch.
- 4.5.2 A functional integrity test of the Device may be performed by means of a push button or switch.

Describe the procedure for performing a calibration and indicator test.

<Response>

State the time taken to perform the calibration and indicator test and the frequency testing is required.

<Response>

4.6 Device Mounts

- 4.6.1 The equipment shall be portable and easily mounted within or on a motor vehicle and comply with Australian Design Rules and OHS guidelines.
- 4.6.2 All installation kits and brackets MUST comply with Australian Design Regulations (ADR).
- 4.6.3 Fitting of all vehicle-mounted equipment including battery power is to be undertaken by a third party installer nominated by NSW Police.
- 4.6.4 Installation components MUST comply with Fleet Management Services requirements and be suitable for installation by a third party to a standard satisfactory to the Police Radar Engineering Unit.

<Statement of Compliance>

Confirm that third party installation of the Device does not void warranty of Device (or components therein).

<Response>

State the following for the Device.

- (a) *Type of mount*
- (b) *Requirements for installation or setup*
- (c) *Storage requirements*
- (d) *Size of device when in storage (including device, battery, mounts and any attachments)*
- (e) *Provision of storage bags or case*
- (f) *Other relevant details*

<Response>

4.7 Size and Weight

- 4.7.1 Overall size, weight and ease of handling and operator comfort will be important considerations.

<Statement of Compliance>

Describe the dimensions of the fully functional Device, inclusive of all components, (including the batteries, relevant mounts, adaptors etc).

<Response>

Describe the weight of the fully functional Device. The weight specified must be inclusive of all components, (including the batteries, relevant mounts, adaptors etc).

<Response>

4.8 Durability and suitability for outdoor use

- 4.8.1 The Device shall be durable and be environmentally resistant to dust, water and impact resistance.

<Statement of Compliance>

State the following for the Device:

- (a) resistance to shock, fall, impact, etc.
- (b) operating temperature range
- (c) water resistance levels
- (d) other relevant details

<Response>

4.9 Operating Standards

- 4.9.1 Must comply with relevant Australian Standards and/or equivalent overseas standards, if applicable.

<Statement of Compliance>

4.10 Operator Safety

- 4.10.1 The Device must provide adequate protection to the operator against radiation and other hazards and must comply with Occupational Health Safety guidelines. Operator safety will be important consideration in the assessment of Device.

<Statement of Compliance>

Specify details of the safety features incorporated in the device to protect the user and observers from potential hazards.

<Response>

Specify details of the safety features incorporated in the device to protect the user and observers from potential hazards.

<Response>

4.11 Upgrade

- 4.11.1 The equipment should be capable of being modified/upgraded to counter the introduction of new illegal radar detector frequencies.
- 4.11.2 The manufacturer shall be able to provide the methods, procedures and any information required to modify/upgrade the equipment to counter the introduction of new radar detector frequencies. This includes but is not limited to software and/or hardware.

<Statement of Compliance>

Describe the types of upgrades available.

<Response>

Specify the process for upgrading the Device.

<Response>

4.12 Life Expectancy

State the expected lifespan of the Device.

<Response>

Specify the test equipment required for the device.

5 Device Support

5.1 Training

- 5.1.1 The successful tenderer shall be required to provide training and accreditation for up to ten (10) NSW Police personnel in the correct use of the equipment and the interpretation of readings for courts evidence, at no additional cost to the NSW Police. The tenderer will advise the average time necessary for adequate training on the particular equipment. Training will include the appropriate field calibration procedures. Training is to be conducted at NSW Police premises in Sydney.

<Statement of Compliance>

- 5.1.2 The successful tenderer shall provide initial and ongoing training and accreditation for up to six (6) NSW Police technicians for the repair, maintenance and calibration of the tendered equipment and associated test equipment to perform all service and maintenance requirements for the instrument from the date of purchase of at no additional cost to NSW Police. Technical training is to be conducted at a venue which facilitates all the training requirements of the manufacturer.

<Statement of Compliance>

State the following for the device:

- (a) Types of training offered in respect to clause 5.1.1
- (b) Number of attendees facilitated per training session
- (c) Number of times training facilitated

< Response >

State the following for the device:

- (a) Types of training offered in respect to clause 5.1.2
- (b) Number of attendees facilitated per training session
- (c) Number of times training facilitated

< Response >

- 5.1.3 Tenderers are to provide the price of purchasing any extra training sessions in respect to user and technical repair/maintenance training/accreditation as per clauses 5.1.1 and 5.1.2 in the appropriate space in the Price Schedule, Part C3.

- 5.1.4 *<Statement of Compliance>*

5.2 Repairs and Maintenance (if required)

- 5.2.1 Electronic components must be of a type freely available on request, any propriety or sole supply component or board must be identified by the supplier and prices of such components itemised in the Price Schedule.

- 5.2.2 Tenderers shall provide details of any servicing or maintenance options for repair of Deliverables or certification of equipment in Sydney.

<Statement of Compliance>

State the following for the Device.

- (a) *Specify any items that are sole supply or propriety for the device. Provide prices for sole supply items in the Price Schedule, Part C3.*
- (b) *Provide details of any optional Maintenance/servicing support available during warranty period for repair of Devices or certification of equipment including prices for the repair and calibration of equipment returned to the Contractor for servicing/repair, which are to be itemised in the Price Schedule, Part C3.*
- (c) *Provide details of any optional Maintenance/servicing support available post warranty period for repair of Devices or certification of equipment including prices for the repair and calibration of equipment returned to the Contractor for servicing/repair, which are to be itemised in the Price Schedule, Part C3.*
- (d) *Other relevant detail*
<Response>

5.3 Service Manuals and descriptions

- 5.3.2 Service manuals and instructions will be written in plain and unambiguous English and will include schematic diagrams of all circuits, full descriptions and identification of all key parts.

<Statement of Compliance>

State the following for the Device.

- (a) Types and purpose of the documentation supplied.
 - (b) Number of copies normally supplied with the Device purchase.
 - (c) Additional price of purchasing any extra copies required is to be provided in the Price Schedule.
- <Response>*

State the following for the Device (Also refer Part C3-1- Price Schedule).

- (a) Provide an itemised list of components comprising the Device tendered. Provide corresponding prices for components in the Price Schedule, Part C3.
- (b) Detail components listed in answer (a) that can be purchased separately.
- (c) Provide details of any optional additional accessories you are offering with your tender together with pricing for these options, to be provided in the appropriate space in the Price Schedule, Part C3.

For each optional additional cost accessory offered specify:

The type of accessory and brand offered

<Response>

How it functions and integrates with the Device tendered

<Response>

Additional operating requirements and operating limitations

<Response>

5.4 Test Equipment

- 5.4.1 Tenderers are to provide details and prices for any manufacturers specified/specific test equipment, which is a requirement to be used with the tendered equipment.

<Statement of Compliance>

State the following for the Device.

Specify the test equipment required for the Device.

<Response>

Part C2 Specification - Provision of Samples of all Devices

1 Requirements of Samples

- 1.1 Tenderers are to make available, at no cost to the NSW Police Service, two (2) complete samples of each device being offered for evaluation.
- 1.2 Full service documents and/or codes for entry into device or calibration modes and specialist tools for service MUST be supplied.
- 1.3 Written step-by-step documentation for using device and calibration modes MUST be supplied including information on the features and operational capabilities of the device to enable Trial evaluators to effectively operate the Devices during trials/testing.
- 1.4 Maintenance and servicing requirements including full circuit diagrams MUST be submitted.
- 1.5 Tenderers may be required to provide any necessary training and support that may enable Trial evaluators and users to effectively operate the Devices.
- 1.6 ALL DOCUMENTS MUST BE IN CLEAR LEGIBLE UNAMBIGUOUS ENGLISH.
- 1.7 Confidentiality agreements supplied by the Tenderer will be entered into providing the need exists.
- 1.8 The supplier must stipulate type and scope of warranty periods for their product in Part C1 of their Tender Response.
- 1.9 After close of tenders and prior to technical evaluation, tenderers shall be offered an opportunity at a time and date suitable to both parties to show documentation and describe the operation of their product. This will ensure uniformity of all devices tendered and receipt of all equipment and the Traffic Technology Section, of New South Wales Police. **The sample/s must be lodged by close of tender, refer to cl. 9.4, Part A.**
- 1.10 The device/s may be subjected to field trials and may incur some damage. Whilst all care will be taken, the Police will not be held liable for any damage so incurred to the device whilst undergoing evaluation.
- 1.11 Such sample/s will be returned to the tenderer on completion of the tender evaluation.
- 1.12 Device/s will be eliminated from further evaluation when there is significant non-compliance against the requirements set in the specification.

PART C3 Price Schedule

1 General Guidance to Tenderers

Tenderers must provide prices in the format of the Price Schedule contained herein and as outlined below:

- (a) Tendered price for each Device type inclusive of all costs and all parts, components, consumables and accessories of equipment necessary to meet the requirements of the Specification detailed in Part C2 as well as cost of delivery "Free-Into-Store" (FIS) any location within the Sydney Metropolitan Area.
- (b) Separately identify a costed list of parts, components which form the completed device including those parts or components (including all replacement components, consumables and accessories that can be ordered separately) that can be separately ordered as a discrete item and which in aggregate constitute the price tendered for the conforming offer submitted as per item (a) above. The prices tendered for each Device in the Price Schedule must equal the sum of the individual components' prices provided for each Device respectively.
- (c) Any optional item offered is to be priced separately as indicated in the Price Schedule and is to be detailed in a clearly labelled manner. (Prices tendered for any optional items must also be Free-Into-Store.)
- (d) The optional equipment is to be accompanied by details (clearly cross referenced) outlining the technical difference and any performance advantage between that alternative item and the item included in the tendered price (as submitted in accordance with the Specification).
- (e) All prices (where applicable) are to be based on the delivery of the Deliverables Free-Into-Store to a location within the Sydney Metropolitan Area (to be advised by NSW Police to the successful tenderer).

PART C3-1 TO TENDER RESPONSE PRICING FOR ITEM 1 - LASER BASED SPEED MEASURING DEVICE

Description	Qty of Units	Tendered Price including packing and delivery Free-Into-Store Sydney Metropolitan Area			Imported Content (%)
		Price Excluding GST Per each	GST Component	Price Including GST Per each	
Laser Based speed measuring device (Lidar) in accordance with the Specification, Part C2-1 of the Request for Tender. Pricing below must be inclusive of all necessary parts, components, consumables and accessories for the device to comply with the specification, including but not limited to the following items: battery, battery charger, mounting devices, test equipment, attachments, plugs, adaptors, storage case/bag, manuals and documentation:					
Purchase Quantity	Per unit for 0-5 units	\$	\$	\$	%
Purchase Quantity	Per unit for 6-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-15 units	\$	\$	\$	%
Purchase Quantity	Per unit for 16-20 units	\$	\$	\$	%
Components/Accessories and/or Consumables: Tenderers are to provide below an itemised and costed break down of major components and any accessories and/or consumables comprising the complete Device tendered at Item 1 and which are necessary for operation of the Device in accordance with the Specification at Part C2:					
(a) Battery (tenderer to provide details/prices)					
Purchase Quantity	Per unit for 0-5 units	\$	\$	\$	%
Purchase Quantity	Per unit for 6-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-15 units	\$	\$	\$	%
Purchase Quantity	Per unit for 16-20 units	\$	\$	\$	%
(b) Battery Charger (tenderer to provide details/prices)					
Purchase Quantity	Per unit for 0-5 units	\$	\$	\$	%
Purchase Quantity	Per unit for 6-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-15 units	\$	\$	\$	%
Purchase Quantity	Per unit for 16-20 units	\$	\$	\$	%

Description	Qty of Units	Tendered Price including packing and delivery Free-Into-Store Sydney Metropolitan Area			Imported Content (%)
		Price Excluding GST Per each	GST Component	Price Including GST Per each	
(c) Test Equipment (<i>tenderer to provide details/prices</i>)					
Purchase Quantity	Per unit for 0-5 units	\$	\$	\$	%
Purchase Quantity	Per unit for 6-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-15 units	\$	\$	\$	%
Purchase Quantity	Per unit for 16-20 units	\$	\$	\$	%
(d) Attachments, plugs, adaptors					
Purchase Quantity	Per unit for 0-5 units	\$	\$	\$	%
Purchase Quantity	Per unit for 6-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-15 units	\$	\$	\$	%
Purchase Quantity	Per unit for 16-20 units	\$	\$	\$	%
(e) Additional manuals and documentation, if required (<i>tenderer to provide details/prices</i>)					
Purchase Quantity	Per unit for 0-5 units	\$	\$	\$	%
Purchase Quantity	Per unit for 6-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-15 units	\$	\$	\$	%
Purchase Quantity	Per unit for 16-20 units	\$	\$	\$	%
(f) Other components/accessories and/or consumables included in the Device to meet specified requirements (<i>tenderer to provide details/prices</i>)					
Purchase Quantity	Per unit for 0-5 units	\$	\$	\$	%
Purchase Quantity	Per unit for 6-10 units	\$	\$	\$	%

Description	Qty of Units	Tendered Price including packing and delivery Free-Into-Store Sydney Metropolitan Area			Imported Content (%)
		Price Excluding GST Per each	GST Component	Price Including GST Per each	
Purchase Quantity	Per unit for 11-15 units	\$	\$	\$	%
Purchase Quantity	Per unit for 16-20 units	\$	\$	\$	%
(g) Sole Supply Components: Please identify below those items of equipment listed in items (a) to (f) which represent sole supply components <i>(tenderer to provide details/prices:</i>					
Purchase Quantity	Per unit for 0-5 units	\$	\$	\$	%
Purchase Quantity	Per unit for 6-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-15 units	\$	\$	\$	%
Purchase Quantity	Per unit for 16-20 units	\$	\$	\$	%
(h) Replacement Parts: Tenderers are to provide below an itemised and costed break down of any parts which will require replacement within each 12 months of operation					
Purchase Quantity	Per unit for 0-5 units	\$	\$	\$	%
Purchase Quantity	Per unit for 6-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-15 units	\$	\$	\$	%
Purchase Quantity	Per unit for 16-20 units	\$	\$	\$	%
(i) Optional accessories/upgrades/enhancements: Tenderers are to provide below an itemised and costed list below:					
<i>(tenderer to provide details/prices)</i>					
<i>(tenderer to provide details/prices)</i>					
<i>(tenderer to provide details/prices)</i>					

Description	Tendered Price		
	Price Excluding GST Per Each	GST Component	Price Including GST Per Each
Maintenance and support of Devices (to be completed by tenderers) Tenderers are to provide below an itemised and costed break down of all maintenance elements and corresponding costs that apply during the warranty period as well as post warranty maintenance costs following acceptance and commissioning of the Deliverables:			
(a) Maintenance costs <u>during</u> warranty (Tenderer to provide details)	\$ _____	\$ _____	\$ _____
(b) Maintenance costs <u>post</u> warranty (Tenderer to provide details)	\$ _____	\$ _____	\$ _____
Training and Device Support – Operational: Tenderers are to provide below an itemised and costed break down of costs associated with providing additional training and accreditation in the theory and operation of the Device for up to a ten (10) NSW Police Personnel:			
0-5 participants	\$ _____ per each participant	\$ _____	\$ _____ per each participant
6-10 participants	\$ _____ per each participant	\$ _____	\$ _____ per each participant
Training and Device Support – Maintenance: Tenderers are to provide below an itemised and costed break down of costs associated with providing additional initial and ongoing training and accreditation in the service and maintenance of the Device for up to six (6) NSW Police Technicians:			
INITIAL TRAINING	\$ _____ per each participant	_____ per each participant	_____ per each participant
ONGOING TRAINING	\$ _____ per each participant	_____ per each participant	_____ per each participant

PART C3-2 TO TENDER RESPONSE PRICING FOR ITEM 2 - RADAR BASED SPEED MEASURING DEVICE (TRUE DOPPLER)

Description	Qty of Units	Tendered Price including packing and delivery Free-Into-Store Sydney Metropolitan Area			Imported Content (%)
		Price Excluding GST Per each	GST Component	Price Including GST Per each	
Radar Based speed measuring device (true doppler) designed for in-car installation in Police vehicles in accordance with the Specification, Part C2-2 of the Request for Tender. Pricing below must be inclusive of all necessary parts, components, consumables and accessories for the device to comply with the specification, including but not limited to the following items: mounting devices, test equipment, attachments, plugs, adaptors, storage case/bag, manuals and documentation.					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
Purchase Quantity	Per unit for 101 plus				
Components/Accessories and/or Consumables: Tenderers are to provide below an itemised and costed break down of major components and any accessories and/or consumables comprising the complete Device tendered at Item 2 and which are necessary for operation of the Device in accordance with the Specification at Part C2.					
(a) Mounting Devices including attachments, plugs, adaptors (<i>tenderer to provide details/prices</i>)					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100				
Purchase Quantity	Per unit for 101 plus	\$	\$	\$	%

Description	Qty of Units	Tendered Price including packing and delivery Free-Into-Store Sydney Metropolitan Area			Imported Content (%)
		Price Excluding GST Per each	GST Component	Price Including GST Per each	
(b) Test Equipment (tenderer to provide details/prices)					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
Purchase Quantity	Per unit for 101 plus				
(c) Additional manuals and documentation, if required (tenderer to provide details/prices)					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
Purchase Quantity	Per unit for 101 plus	\$	\$	\$	%
(d) Other components/accessories and/or consumables included in the Device to meet specified requirements (tenderer to provide details/prices)					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%

Description	Qty of Units	Tendered Price including packing and delivery Free-Into-Store Sydney Metropolitan Area			Imported Content (%)
		Price Excluding GST Per each	GST Component	Price Including GST Per each	
Purchase Quantity	Per unit for 101 plus	\$	\$	\$	%
(e) Sole Supply Components: please identify those items of equipment listed in items (a) to (d) which represent sole supply components (<i>tenderer to provide details/prices</i>)					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
Purchase Quantity	Per unit for 101 plus	\$	\$	\$	%
(f) Replacement Parts: Tenderers are to provide below an itemised and costed break down of any parts which will require replacement within each 12 months of operation					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
Purchase Quantity	Per unit for 101 plus	\$	\$	\$	%

Description	Qty of Units	Tendered Price including packing and delivery Free-Into-Store Sydney Metropolitan Area			Imported Content (%)
		Price Excluding GST Per each	GST Component	Price Including GST Per each	
(g) Optional accessories/upgrades/enhancements: Tenderers are to provide below an itemised and costed list below:					
(Tenderer to provide details/prices)					
(Tenderer to provide details/prices)					

Description	Tendered Price		
	Price Excluding GST Per Each	GST Component	Price Including GST Per Each
Maintenance and support of Devices (to be completed by tenderers) Tenderers are to provide below an itemised and costed break down of all maintenance elements and corresponding costs that apply during the warranty period as well as post warranty maintenance costs following acceptance and commissioning of the Deliverables:			
(a) Maintenance costs <u>during</u> warranty (Tenderer to provide details)	\$ _____	\$ _____	\$ _____
(b) Maintenance costs post warranty (Tenderer to provide details)	\$ _____	\$ _____	\$ _____
Training and Device Support – Operational: Tenderers are to provide below an itemised and costed break down of costs associated with providing additional training and accreditation in the theory and operation of the Device for up to a ten (10) NSW Police Personnel:			
0-5 participants	\$ _____ per each participant	\$ _____	\$ _____ per each participant
6-10 participants	\$ _____ per each participant	\$ _____	\$ _____ per each participant
Training and Device Support – Maintenance: Tenderers are to provide below an itemised and costed break down of costs associated with providing additional initial and ongoing training and accreditation in the service and maintenance of the Device for up to six (6) NSW Police Technicians:			
INITIAL TRAINING	\$ _____ per each participant	_____ per each participant	_____ per each participant
ONGOING TRAINING	\$ _____ per each participant	_____ per each participant	_____ per each participant

PART C3-3 TO TENDER RESPONSE PRICING FOR ITEM 3 - DEVICES TO DETECT ILLEGAL DETECTORS OF SPEED MEASURING DEVICES

Description	Qty of Units	Tendered Price including packing and delivery Free-Into-Store Sydney Metropolitan Area			Imported Content (%)
		Price Excluding GST Per each	GST Component	Price Including GST Per each	
Device to detect illegal detectors of speed measuring device) for use within or outside Police vehicles in accordance with the Specification, Part C2-3 of the Request for Tender. Pricing below must be inclusive of all necessary consumables and accessories for the device to comply with the specification, including but not limited to the following items: mounting devices, battery, battery charger, test equipment, attachments, plugs, adaptors, storage case/bag, manuals and documentation in accordance with the Specification, Part C2-3 of the Request for Tender.					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
Components/Accessories and/or Consumables: Tenderers are to provide below an itemised and costed break down of major components and any accessories and/or consumables comprising the complete Device tendered at Item 3 and which are necessary for operation of the Device in accordance with the Specification at Part C2-3.					
(a) Mounting Devices including attachments, plugs, adaptors (<i>tenderer to provide details/prices</i>)					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
(b) Battery (<i>tenderer to provide details/prices</i>)					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%

Description	Qty of Units	Tendered Price including packing and delivery Free-Into-Store Sydney Metropolitan Area			Imported Content (%)
		Price Excluding GST Per each	GST Component	Price Including GST Per each	
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
(c) Battery Charger (<i>tenderer to provide details/prices</i>)					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
(d) Test Equipment (<i>tenderer to provide details/prices</i>)					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
(e) Manuals and documentation (<i>tenderer to provide details/prices</i>)					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%

Description	Qty of Units	Tendered Price including packing and delivery Free-Into-Store Sydney Metropolitan Area			Imported Content (%)
		Price Excluding GST Per each	GST Component	Price Including GST Per each	
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
(f) Sole Supply Components: please identify those items of equipment listed in items (a) to (e) which represent sole supply components (<i>tenderer to provide details/prices</i>)					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%
(g) Replacement Parts: Tenderers are to provide below an itemised and costed break down of any parts which will require replacement within each 12 months of operation					
Purchase Quantity	Per unit for 0-10 units	\$	\$	\$	%
Purchase Quantity	Per unit for 11-25 units	\$	\$	\$	%
Purchase Quantity	Per unit for 26-50 units	\$	\$	\$	%
Purchase Quantity	Per unit for 51-75 units	\$	\$	\$	%
Purchase Quantity	Per unit for 76-100 units	\$	\$	\$	%

Description	Qty of Units	Tendered Price including packing and delivery Free-Into-Store Sydney Metropolitan Area			Imported Content (%)
		Price Excluding GST Per each	GST Component	Price Including GST Per each	
(g) Optional accessories/upgrades/enhancements: Tenderers are to provide below an itemised and costed list below:					
(Tenderer to provide details/prices)					
(Tenderer to provide details/prices)					

Description	Tendered Price		
	Price Excluding GST Per Each	GST Component	Price Including GST Per Each
Maintenance and support of Devices (to be completed by tenderers) Tenderers are to provide below an itemised and costed break down of all maintenance elements and corresponding costs that apply during the warranty period as well as post warranty maintenance costs following acceptance and commissioning of the Deliverables:			
(a) Maintenance costs <u>during</u> warranty (Tenderer to provide details)	\$ _____	\$ _____	\$ _____
(b) Maintenance costs <u>post</u> warranty (Tenderer to provide details)	\$ _____	\$ _____	\$ _____
Training and Device Support – Operational: Tenderers are to provide below an itemised and costed break down of costs associated with providing additional training and accreditation in the theory and operation of the Device for up to a ten (10) NSW Police Personnel:			
0-5 participants	\$ _____ per each participant	\$ _____	\$ _____ per each participant
6-10 participants	\$ _____ per each participant	\$ _____	\$ _____ per each participant
Training and Device Support – Maintenance: Tenderers are to provide below an itemised and costed break down of costs associated with providing additional initial and ongoing training and accreditation in the service and maintenance of the Device for up to six (6) NSW Police Technicians:			
INITIAL TRAINING	\$ _____ per each participant	\$ _____ per each participant	\$ _____ _per each participant

Description	Tendered Price		
	Price Excluding GST Per Each	GST Component	Price Including GST Per Each
ONGOING TRAINING	\$ _____ per each participant	\$ _____ per each participant	\$ _____ _per each participant

Part C4 Acknowledgment And Confirmation Of Tender

Note to tenderers: If submitting a hard copy Tender, execute cl. 2. If submitting an electronic Tender, only complete cl. 3.

1. Lodgement of a Tender will itself be an acknowledgment and representation by you that you are aware of the requirements of the Code; that you will comply with the Code; and that you agree to report to the Board any breaches of the Code for the duration of the Standing Offer agreement.
2. I affirm that this is my Tender to supply the Deliverables sought in the RFT at the prices tendered, and in accordance with the conditions of the RFT except as expressly amended in my Tender, and that the information given in my Tender is correct:

Print Name and Title

Signature of tenderer (if an individual, as identified in clause 18, Part C1)

or

Signature of authorised officer of tenderer (as identified in clause 18, Part C1)

or

Signature of partner completing tender on behalf of partnership (as identified in clause 18, Part C1)

3. If submitting an electronic Tender, do you acknowledge and accept that electronic submission in accordance with the requirements of the RFT and any conditions of the NSW Department of Commerce tenders web site is sufficient to verify and affirm that this is your Tender to supply the Deliverables at the prices tendered on the conditions contained in Part D, except as expressly amended in your Tender and that the information contained in your Tender is correct?

Note that such acknowledgment and acceptance is a necessary prerequisite to consideration of your Tender.

Yes/No

Print Name and Title

AGREEMENT

[No. 0301658]

between

New South Wales Police

and

<.....Contractor name.....>

for the

**SUPPLY OF LASER AND RADAR BASED SPEED
MEASURING DEVICES AND DETECTORS OF
ILLEGAL DETECTING DEVICES**

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THIS AGREEMENT is made on the ____ day of _____ 200

BETWEEN

NEW SOUTH WALES POLICE for and on behalf of the Crown in right of the State of New South Wales ("the Principal")

AND

..... [insert name of contractor] of
[insert address] in the State of [.....] ("the Contractor")

BACKGROUND

- A. A Request for Tender was issued on behalf of the Principal for the supply of the Deliverables.
- B. The Contractor submitted the Tender that was accepted by the Principal.
- C. The Principal and the Contractor have agreed to enter into an agreement for the supply of the Deliverables in the form of this Agreement.

EXECUTED AS A AGREEMENT

SIGNED by the signatory for and on behalf of the Principal but not so as to incur any personal liability, in the presence of the Witness.

	Signatory

	Name and position of person signing

	Witness

	Name

SIGNED, by the signatories for and on behalf of the Contractor, in the presence of the Witness:

	Signatory 1 (Company Director/Secretary)

	Name and position of person signing

	Signatory 2 (Company Director)

	Name and position of person signing

	Witness

	Name of Witness

NOW THE PARTIES AGREE:

PART D Agreement Terms and Conditions

1. INTERPRETATION

1.1 Definitions

“**AAD**” means Actual Acceptance Date.

“**Acceptance Testing**” means the tests to be conducted by the Contractor and witnessed by the Principal to demonstrate functionality in accordance with the Specification requirements in Part C2 of the Tender.

“**Actual Acceptance Date**” means the date on which successful completion of acceptance tests shall constitute acceptance of the Contractor’s delivery. Upon delivery of the Deliverables in accordance with the Contract, the Principal shall issue a signed and dated Certificate of Acceptance. The Actual Acceptance Date in respect of the delivery shall be the date shown on the Certificate of Acceptance for each separate delivery.

“**Agreed Delivery Time**” means the Agreed time for the supply of the Deliverables specified in the Tender and agreed by the Principal, or such other time as may be agreed, in writing, by the Principal and the Contractor in respect of a particular Order.

“**Agreement**” means this Deed of Agreement (including the Schedules) concluded between the Principal and the Contractor, including all special conditions, specifications, schedules and other documents incorporating and forming part of the Agreement.

“**Agreement Material**” means:

- (a) any material brought into existence as part of, or for the purpose of providing the Deliverables including records, documents and Information stored by any means (“New Agreement Material”);
- (b) any material which exists at the date of this Agreement and which is incorporated with the New Agreement Material (“Existing Agreement Material”).

“**Agreement Price**” means the price payable by the Principal to the Contractor for the Deliverables as provided for in the Agreement.

“**Circumstances Beyond the Control of the Contractor**” include:

- (a) acts of God;
- (b) fire, flood, or earthquake;
- (c) national emergency or war; or
- (d) a serious industrial dispute.

“**Contract**” means the contract that is made between the Contractor and the Principal under this Agreement when the Principal places an Order for the Deliverables.

“**Contractor**” means the organisation or individual who by the Agreement undertakes to provide the Deliverables required by the Agreement and, where the contractor is an individual or partnership, the expression shall include the personal representatives of that individual or of the partners as the case may be and the expression shall also include any person to whom the benefit may be assigned by the Contractor with the consent of the Principal.

“**Contractor’s Insolvency**” means any of the following:

- (a) insolvency;

- (b) the Contractor indicates that it does not have the resources to perform the Agreement or any Agreement;
- (c) an application for winding up is made and not stayed within 14 days;
- (d) a winding up order is made;
- (e) a controller, administrator, receiver and manager, provisional liquidator or liquidator is appointed;
- (f) a mortgagee enters the possession of any property of the Contractor;
- (g) notice is given of a meeting of creditors for the purposes of a deed of arrangement; or
- (h) any actions of a similar effect are taken.

“Contract Price” means the price payable for Deliverables ordered by the Principal as set out in the Price Schedule of this Agreement.

“Deliverables” means the Laser based speed measuring devices (Lidar), Radar based speed measuring devices – True Doppler and Devices to detect illegal detectors of speed measuring devices including any services associated with the Deliverables to be supplied by the Contractor in accordance with this Agreement.

“Delivery Time” means the time for the supply of the Deliverables specified in the Tender and agreed by the Principal, or such earlier time as may be agreed by the Principal and the Contractor and as outlined in this Agreement.

“Equipment” means the Deliverables and including all hardware and software including parts, components, consumables and accessories forming the Deliverables.

“Information” includes information in the form of data, text or images.

“Intellectual Property” means all rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, and all other rights of Intellectual Property defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967, whether created before or after the date of this Agreement.

“Order” means a request by the Principal to the Contractor for the supply of any or all of the Deliverables as and when required.

“Parties” means the Principal and the Contractor.

“Price Schedule” means the Price Schedule attached to the Tender in Part C.

“Principal” means the NSW Police for and on behalf of the Crown in right of the State of New South Wales who will be a party to the Agreement.

“Principal’s Material” means any material, document, or information supplied by the Principal to the Contractor by whatever means, including information supplied by the Principal, which is information from other departments or agencies of Crown.

“Public Service” has the same meaning as that given to it in the *Public Sector Management Act 1988* (NSW).

“Request for Tender” means the Request for Tender including any addenda to the Request for Tender issued by the Principal.

“Schedule” means a schedule to this Agreement.

“Specification” means the detailed description of the Deliverables to be supplied under this Agreement that is at Part C2 of the Tender. In the event of any inconsistency between the Specification and any part of this Agreement, this Agreement will prevail to the extent of the inconsistency.

“State of New South Wales” means the Crown in right of the State of New South Wales.

“Statutory Requirements” means the laws relating to the performance of this Agreement or the lawful requirements of any authority with respect to the performance of this Agreement.

“Standing Offer” means the standing offer for supply of the Deliverables under the Agreement, on the order of the Principal.

“Substantial Breach” means a substantial breach of a term of this Agreement by the Contractor and includes, but not limited to, any breach of the following clauses (which will be taken in each case to be a substantial breach of this Agreement):

- (a) Clause 4.4 (Insurance),
- (b) Clause 4.5 (General Indemnity),
- (c) Clause 4.13 (Licences and Approvals),
- (d) Clause 4.12 (Confidentiality),
- (e) Clause 5 (Copyright and Intellectual Property Rights); and
- (f) Clause 9.1 (No assignment or novation).

“Supplies” means the Deliverables

“Tender” means the tender submitted by the Contractor in response to the Request for Tender, including any accepted variation to the tender.

“Term” means the period of this Agreement and any extension of the Term in accordance with clause 2.3.

“Warranty Period” means, in relation to a particular Deliverable, the period of warranty of that Deliverable offered in the Tender.

1.2 Rules for Interpreting this Agreement

1.2.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

1.2.2 A reference to:

- (a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) a document or Agreement, or a provision of a document or Agreement, is a reference to that document, Contract or provision as amended, supplemented, replaced or novated;
- (c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
- (d) anything (including a right, obligation or concept) includes each part of it.

1.2.3 If this Agreement expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.

- 1.2.4 A singular word includes the plural, and vice versa.
- 1.2.5 A word that suggests one gender includes the other genders.
- 1.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.
- 1.2.7 The Parties may undertake business by the electronic exchange of information and the provisions of this Agreement will be interpreted to give effect to undertaking business in this manner.

2. SUPPLY UNDER THE AGREEMENT FOR THE TERM

2.1 Nature of the Agreement between the Principal and the Contractor

- 2.1.1 This Agreement describes the terms and conditions of the Standing Offer between the Principal and the Contractor under which the Contractor agrees with the Principal that it will supply the Deliverables to Principal, as and when Orders are placed, on the terms and conditions of the Contract and subject to this Agreement.
- 2.1.2 This Agreement constitutes the entire agreement between the Parties. Any prior arrangements, agreements, representations or undertakings are superseded. No notification or alteration of any clause of this Agreement will be valid except in writing signed by both Parties.

2.2 Formation of Contracts

- 2.2.1 The Contractor agrees that each time the Principal places an Order a separate Contract is formed on the date of receipt of the Order by the Contractor. The terms and conditions of the Contract are:
 - (a) those appearing in this Agreement including any Schedules to the Agreement;
 - (b) the Order (including any Additional Conditions); and
 - (d) any variations of the Contract as may be made in accordance with that Contract.

2.3 Term

- 2.3.1 This Agreement commences on the commencement date specified in item 3 of Schedule 1 and expires on the expiry date specified in the same item 3, unless sooner determined in accordance with this Agreement.
- 2.3.2 The Principal may in its sole discretion extend this Agreement for the period or periods specified in item 3 of Schedule 1.

3. DELIVERABLES AND PRICING

3.1 List of Deliverables

- 3.1.1 The list of Deliverables offered by the Contractor is contained in the Price Schedule, Schedule 2.

3.2 Variation of Deliverables offered

- 3.2.1 The Contractor must notify the Principal in writing as soon as practicable of any variation to the description of a Deliverable offered in the Price Schedule.
- 3.2.2 A variation under clause 3.2.1 may include a variation to the description of the item number, name or Specification of the Deliverable but excludes a variation:
 - (a) to the Price of the Deliverable;
 - (b) that modifies or upgrades the Deliverable; or
 - (c) that introduces a new Deliverable to the Price Schedule.

- 3.2.3 The Principal will notify the Contractor of its acceptance or rejection of the variation to the description of a Deliverable. If the variation is accepted, it shall be taken to be incorporated in the Price Schedule.

3.3 Improvements to Deliverables

- 3.3.1 Where the Contractor improves a Deliverable (whether as a result of technological advances, revised Australian Standards or Principal's requirements) the Contractor will submit a request in writing to the General Manager, State Procurement to replace the Deliverable listed in the Price Schedule with an improved version of the Deliverable. The request will consist of:

- (a) the current item number of the Deliverable;
- (b) current sales figures for that Deliverable;
- (c) the correct and full name (including brand name or marking) of the Deliverable;
- (d) a full and detailed description of where the Deliverable is used and how it is used;
- (e) if, whether or not to the best of the Contractor's knowledge, other Deliverables are used in conjunction with the Deliverable;
- (f) a comparison table listing the characteristics of the Deliverable and the characteristics of the improved version; and
- (g) a description of the benefits that would accrue to Principal should the improved version be included in the Agreement. Such benefits could include, but are not limited to:
 - (i) Data capture;
 - (ii) Safety Aspects;
 - (iii) the solving of a known/existing problem;
 - (iv) Cost benefits;
 - (v) Any other benefits.

- 3.3.2 Upon receipt of the request, the Principal will have the sole discretion as to one or more of the following actions to be taken:

- (a) institute trials of the improved version and evaluate results;
- (b) evaluate the improved version;
- (c) invite all existing suppliers under the Standing Offer for the Deliverables to tender for the improved version;
- (d) invite a supplementary tender for the improved version from any interested tenderers; or
- (e) decline the request for inclusion of the improved version in this Agreement.

3.4 Prices for the Deliverables

- 3.4.1 Subject to clauses 3.5, 3.6, and 3.7.2, the price of a Deliverable to be supplied under a Contract shall be the Agreement Price for that Deliverable stated in the Price Schedule in Part C1 of the Tender, less any settlement discount.

3.5 Price Adjustment

- 3.5.1 Price Adjustment process for Increases in Prices

- 3.5.2 The Contractor may not vary the Price of a Deliverable except in accordance with the Price mechanism selected in Part C1 of the Tender.

- 3.5.3 The Contractor must apply in writing to the Principal to increase Prices in the Price Schedule. Sufficient documentation to justify applications for Price variation must accompany the application.

- 3.5.4 Subject to the Contractor having provided the Principal with sufficient documentation, the Principal will, in writing, approve or reject a price variation within six (6) weeks of lodgement of the application.

- 3.5.5 Increased prices approved by the Principal shall apply to all Contracts made on or after the date upon which the Principal publishes the increased Price. No Price increase shall be applied retrospectively.

- 3.5.6 Where the Price variation is accepted, the Price Schedule will be taken to include the varied Price. The increased Price becomes the basis from which any future applications for Price variations will be calculated.
- 3.5.7 The provision of Deliverables under a Contract shall not be withheld or disrupted by formalities or disputes associated with the variation of a Price.
- 3.5.8 The Principal reserves the right to delete a Deliverable from the Price Schedule or terminate this Agreement if it considers a Price increase application to be unreasonable.
- 3.5.9 Price Adjustment process for Decreases in Prices
- 3.5.10 Where the Price variation calculated in accordance with Part C1 of the Tender results in a reduced price, the Contractor must apply in writing to the Principal to decrease the Price.
- 3.5.11 Notwithstanding a Firm Price basis for the Contract in terms of Part C1 of the Tender, and notwithstanding a variable price basis in terms of Part C1 of the Tender, the Contractor may apply in writing to the Principal to decrease its Prices at any time without any supporting documentation.
- 3.5.12 The Principal will approve or reject a price variation within six (6) weeks of lodgement of the application.
- 3.5.13 Decreased prices approved by the Principal shall apply to all Contracts made after the “effective date” as determined by the Principal.
- 3.5.14 The decreased Price, once approved, becomes the basis from which any future applications for Price variations are calculated.
- 3.6 GST Issues**
- 3.6.1 In this clause and Agreement:
- 3.6.2 “**Consideration**”, “**Tax Invoice**”, “**Taxable Supply**” and “**Supply**” have the same meaning as provided for in the GST Law.
- 3.6.3 “**GST**” is a Goods and Services Tax and has the same meaning as in the GST Law.
- 3.6.4 “**GST Law**” means any law imposing a GST and includes A New Tax System (Goods & Services Tax) Act 1999 (Cth) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation based on those Acts.
- 3.6.5 Every invoice issued by a person making a Supply must be in the form of, or be accompanied by, a valid Tax Invoice. No amount is payable until a valid Tax Invoice for the Agreement Price, or any instalment of the Agreement Price, is received.
- 3.6.6 If there is any abolition or reduction of any tax, duty, excise or statutory charge associated with the GST, or any change in the GST, the Consideration payable for the Supply must be varied so that the Contractor’s net dollar margin for the Supply remains the same.
- 3.6.7 Any Agreement entered into by a Party to this Agreement with a third party which involves a Supply being made, the cost of which will affect the cost of any Supply made under or in connection with this Agreement, must include a clause in equivalent terms to Clause 3.6.6.
- 3.7 Government Taxes, Duties And Charges**
- 3.7.1 All taxes, duties and charges imposed or levied in Australia or overseas in connection with the performance of the Agreement shall be borne by the Contractor.

3.8 Delivery Point

- 3.8.1 The Contractor shall deliver the Deliverables Free into Store to a location within the Sydney Metropolitan Area.

3.9 Punctual Delivery

- 3.9.1 The Contractor must deliver the Deliverables within the relevant Agreed Delivery Time.
- 3.9.2 As soon as practicable after becoming aware of any matter which is likely to change or which has changed the time for delivery, the Contractor must notify the Principal in writing of the circumstances which the Contractor considers will give rise to the delay, and the extent or likely extent of the delay, and whether the Contractor will be requesting a reasonable extension of time in accordance with clause 3.10.

3.10 Extension of Time

- 3.10.1 Where there is likely to be a significant delay in the Contractor discharging an obligation under this Agreement because of a Circumstance Beyond the Contractor's Control (other than a circumstance arising out of any act or omission on the part of the Contractor), the Contractor will:
- (a) within 7 days of becoming aware of the possibility of such a significant delay, notify the Principal, in writing of the circumstances which the Contractor considers will give rise to the delay, and the extent or likely extent of the delay and strategies proposed to manage the consequences of the delay; and
 - (b) request a reasonable extension of time.
- 3.10.2 The Principal may consent to a request for extension of time under this clause 3.10 provided that:
- (a) the Contractor uses its best endeavours to minimise the delay and recover lost time; and
 - (b) where appropriate, the Contractor provides the Principal with a plan indicating in detail the steps the Contractor proposes to take to minimise the impact of the Circumstance Beyond its Control.

3.11 Title and Risk of Loss

- 3.11.1 The Contractor transfers title in each Deliverable to the Principal immediately upon Actual Acceptance. Risk of loss or damage in respect of that Deliverable passes to the Principal at that time.

3.12 Delivery and Acceptance of Deliverables

- 3.12.1 The Contractor must deliver the Deliverables to the place or places and within the Agreed Delivery Time and shall obtain a receipt of their delivery.
- 3.12.2 Acceptance tests must be conducted in relation to the Deliverables.
- 3.12.3 Acceptance or payment shall not prejudice the right of the Principal to maintain an action for breach of condition or warranty should the Deliverables prove to be of inferior quality or contrary to the requirements of the Agreement or the Contract.

3.13 Actual Acceptance

- 3.13.1 Successful completion of acceptance tests shall constitute acceptance of the Contractor's delivery by the Principal. Upon delivery of the Deliverables in accordance with the Agreement conditions, the Principal shall issue a signed and dated Certificate of Acceptance. The Actual Acceptance Date in respect of the delivery shall be the date shown on the Certificate of Acceptance for each separate delivery.

3.14 Rejection of Deliverables

- 3.14.1 The Principal may reject Deliverables which are not in accordance with the Contract or fail any acceptance tests.
- 3.14.2 Upon rejection of any Deliverables the Principal shall notify the Contractor and may direct that the rejected Deliverables be removed and replaced or rectified at the Contractor's risk and expense within such reasonable time as the Principal may direct.
- 3.14.3 If the Contractor fails to remove or rectify the rejected Deliverables within the time directed, the Principal may have the rejected Deliverables re-delivered at the Contractor's risk and expense.
- 3.14.4 Where the Contractor fails to deliver the Deliverables by the Agreed Delivery Time, or where Deliverables are rejected and the Contractor fails to replace the rejected Deliverables or to deliver Deliverables conforming to the Agreement, the Principal:
- (a) may purchase from another supplier substitute Deliverables of the kind and quality ordered; or
 - (b) where it is not possible or practicable to purchase from another supplier substitute Deliverables of the kind or quality ordered, purchase products or services which in the opinion of the Principal are most suitable, even though such products or services are of a superior kind and quality to the Deliverables.
- 3.14.5 In both cases listed in clause 3.13.4 any extra cost or expense incurred over and above the Contract Price, shall be a debt due from the Contractor to the Principal.

3.15 Installation of Vehicle Mounted Devices

- 3.15.1 The Contractor shall oversee the installation of vehicle mounted devices to be conducted by a third party engaged by the Principal to undertake all equipment installation and fit out of NSW Police vehicles.
- 3.15.2 The Contractor shall supply all brackets and equipment necessary for the Deliverables to be "ready" for use by the Principal.
- 3.15.3 Each of the Deliverables supplied will be accompanied by procedural documentation, manuals and any associated installation requirements.

3.16 Technical Repairs/Service/Ongoing service and Parts Support During Service Life of Devices

- 3.16.1 The Contractor will continue to provide all offered technical and service support for the duration of the stated service life of the equipment at the tendered Agreement price as required.

3.17 Licences for Software

- 3.17.1 All Licences for Software included in the equipment and any associated software systems supplied will be provided to NSW Police at the tendered Agreement Prices.

3.18 Upgrades/Enhancements – Hardware and Software

- 3.18.1 Upgrades and enhancements to the hardware and software that are required to ensure that the equipment continues to perform correctly and/or to comply with the specification, will be provided to NSW Police at no additional costs.
- 3.18.2 Upgrades and enhancements that improve system performance or provide other benefit may be offered to the NSW Police at the Agreement prices as required.

3.19 Invoices and Payment

The Contractor shall be entitled to invoice the Principal for monies owing, following the satisfactory completion of each delivery made and Acceptance Testing of the Systems delivered at the nominated delivery point.

- 3.19.1 The Contractor shall itemise each item delivered by the Contractor in accordance with the tendered Agreement prices.
- 3.19.2 The Principal reserves the right to defer or withhold payment of any sum claimed by the Contractor until the Deliverables comply with the requirements of the Agreement.

3.20 Set-Off/Money Recoverable by Principal

- 3.20.1 The Principal may deduct from amounts which may be payable or which may become payable to the Contractor, any amount due from the Contractor to the Principal in connection with the supply of the Deliverables.
- 3.20.2 Without limiting Clause 3.19.1, any damages, costs and expenses recoverable by the Principal from the Contractor in consequence of the Contractor's breach of the Agreement may be deducted from money then due to the Contractor under the Agreement. If that money is insufficient for that purpose, the balance remaining unpaid will be a debt due by the Contractor to the Principal and may be:
 - (a) set off against any other money due to the Contractor by the Principal under this or any other Agreement between the Principal and the Contractor; or
 - (b) recovered from the Contractor by the Principal in an appropriate court.
- 3.20.3 Nothing in this clause will affect the right of any Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

3.21 Suspension Of Payments

- 3.21.1 Should the Contractor refuse or neglect to carry out the instructions or requirements of the Principal in regard to any matter connected with this Agreement, the Principal may suspend all payments to the Contractor without penalty until such instructions or requirements have been complied with by the Contractor.

4. SPECIFIC OBLIGATIONS OF THE CONTRACTOR**4.1 Contractor to Fulfil all Orders**

- 4.1.1 The Contractor must fulfil all Orders during the Term in accordance with this Agreement and the Contract.
- 4.1.2 If quantities or values of the Deliverables are described as 'estimates' in the Agreement, they are a guide only and the Principal is not required to take or accept the estimated quantities or values.
- 4.1.3 The Principal may place an Order for any one item of the Deliverables either at one time or in instalments or in such quantities as may be required from time to time.

4.2 Conflict of Interest

- 4.2.1 The Contractor warrants that, to the best of its knowledge, no conflict of interest of the Contractor, its employees, agents or sub-contractors exists or is likely to arise in the performance of its obligations under the Agreement.
- 4.2.2 The Contractor must:
 - (a) notify in writing, and consult with, the Principal immediately upon becoming aware of the existence, or possibility, of a conflict of interest; and

- (b) comply with any direction given by the Principal in relation to those circumstances designed to manage that conflict of interest.

4.2.3 For the purposes of this clause, a “conflict of interest” includes engaging in any activity, or obtaining any interest, likely to conflict with the performance by the Contractor of, or to restrict the Contractor in performing, its obligations under the Agreement.

4.2.4 The Principal may terminate the Agreement in accordance with Clause 7.1 if in its view a conflict of interest exists which prevents the proper performance of the Agreement.

4.3 Mistakes in Information

4.3.1 The Contractor must pay for the extra costs (if any) occasioned by errors or omissions in Agreement Material or other Information supplied by it, even though that Agreement Material or Information may have been approved by the Principal.

4.4 Minimum Insurance Requirements

4.4.1 The Contractor must hold and maintain, and must ensure that all subcontractors are beneficiaries under or otherwise hold and maintain, the following insurances for the Term, or for such other period as may be specifically required by this Agreement for the particular policy:

- (a) a broad form liability policy of insurance which includes:
 - (i) public liability insurance for at least the amount specified in item 4(a) of Schedule 1 in respect of each claim; and
 - (ii) products liability insurance for at least the amount specified in item 4(b) of Schedule 1 for the total aggregate liability for all claims arising out of the Contractor’s products for the period of cover.
- (b) workers’ compensation insurance in accordance with applicable legislation for all the Contractor’s employees; and
- (c) such other insurances as are specified in item 4 of Schedule 1.

4.4.2 All policies of insurance must be effected with an insurer approved by the Principal (which approval will not be unreasonably withheld).

4.4.3 The Contractor must ensure that each policy is in effect for the Term of this Agreement or such other period as required by the Principal.

4.4.4 All policies must, apart from workers compensation must:

- (a) note the interest of the Principal, the State and any subcontractor;
- (b) not exclude liability assumed by the Contractor under this Agreement.

4.4.5 The Contractor shall, and shall ensure sub-contractors, as soon as practicable, inform the Principal in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by the Agreement and shall ensure that the Principal is kept fully informed of subsequent action and developments concerning the claim.

4.4.6 The Contractor must, when requested in writing by the Principal, supply proof that all insurance policies required by this Agreement are current.

4.4.7 The Contractor must, when requested in writing by the Principal, arrange for its insurer to complete a “Confirmation of Insurances Obtained” form, and on-send this to the Principal within 30 days of this request. An example of this form is at Schedule 5. Equivalent evidence as to the currency of insurance policies required by this Agreement will be acceptable to the Principal.

4.4.8 If the Contractor fails to comply with clause 4.4.5, the Principal:

- (a) may effect and maintain that insurance and pay the necessary premiums; and
- (b) may recover from the Contractor the cost of the premiums and the Principal's reasonable costs of effecting and maintaining the insurance.

4.4.9 Where the Contractor is insured under its parent company's insurance policy, the parent company's insurance policy must clearly indicate that it applies and extends coverage to the Contractor.

4.4.10 The effecting of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of this Agreement.

4.5 General Indemnity

4.5.1 The Contractor will be liable in respect of, and indemnifies, and shall keep indemnified, the Principal and its officers, employees and agents against any claim, loss or expense (including a claim, loss or expense arising out of personal injury or death or damage to property) which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) (together "the loss") as a result of

- (a) any unlawful, negligent, reckless or deliberately wrongful act or omission of the Contractor (or its employees, agents or subcontractors or their employees) in the performance of this Agreement; or
- (b) any breach of this Agreement or the confidentiality deeds required by this Agreement.

4.5.2 The Contractor's liability in respect of, and indemnity given in, clause 4.5.1 shall be reduced proportionally to the extent that any unlawful, negligent, or deliberately wrongful act or omission of the Principal, its officers, employees or agents caused or contributed to the loss.

4.6 Compliance with Laws and Standards

4.6.1 The Contractor must, in carrying out this Agreement, comply with:

- (a) all applicable Statutory Requirements;
- (b) the codes, policies, guidelines and Australian standards called up in the Specification or any other codes, policies, guidelines and Australian standards specified in writing by the Principal to the Contractor; and
- (c) Where a particular Australian or other Standard has been agreed between the Contractor and the Principal, and that Standard is revised, the Contractor must submit evidence of compliance with the revised Standard within a reasonable period of time.

4.7 The Contractor's On-Costs

4.7.1 The Principal will not be liable for any of the Contractor's employee "on-costs", including wages, salaries, holiday pay or allowances, sick pay, Workers' Compensation, or any tax or levy voluntarily undertaken by or imposed (either by statute or otherwise) on the Contractor.

4.8 Performance Monitoring

4.8.1 The Contractor shall permit the Principal to monitor the provision of the Deliverables and shall:

- (a) Supply to the Principal such information with respect to the provision of the Deliverables as may be required from time to time;
- (b) Not deny to the Principal any information reasonably required for the purposes of monitoring the supply of the Deliverables; and

- (c) Co-operate with the Principal in any enquiry of and conferral with the Contractor, its employees and agents in relation to the supply of the Deliverables.

4.8.2 The Contractor must meet with the Principal from time to time, as reasonably directed by the Principal, to evaluate and monitor performance of this Agreement by the Contractor.

4.8.3 Nothing in this clause shall limit the Contractor's obligations under this Agreement.

4.9 Exchange of Information between Government Agencies

4.9.1 The Contractor authorises the Principal and its employees and agents to make available to NSW Government departments or agencies information concerning the Contractor, including any information provided by the Contractor to the Principal and any Information relating to the Contractor's performance under the Agreement, or the Contractor's financial position.

4.9.2 The Contractor acknowledges that Information about the Contractor from any source including any substantiated reports of unsatisfactory performance may be taken into account by NSW Government agencies in considering whether or not to offer the Contractor future opportunities for NSW Government work.

4.9.3 The Principal regards that the provision of Information about the Contractor to any New South Wales Government department or agency as privileged within section 22 of the Defamation Act 1974 (NSW).

4.9.4 The Contractor releases and indemnifies the Principal and the State of New South Wales from any claim in respect of any matter arising out of the provision of Information. Without limiting the above, the Contractor releases the Principal and the State of New South Wales from any claim it may have for any loss to the Contractor arising out of the provision of Information relating to the use of such Information by the recipient of the Information.

4.9.5 The Contractor must meet with the Principal from time to time, as reasonably directed by the Principal, to evaluate and monitor performance of this Agreement by the Contractor.

4.9.6 Nothing in this clause shall limit the Contractor's obligations under this Agreement.

4.10 Contractor's Warranties (General)

4.10.1 In relation to Deliverables, the Contractor warrants that:

- (a) it will provide the Deliverables in accordance with the requirements of the Agreement;
- (b) it will comply with all statements or representations as to the supply of the Deliverables contained in the Tender;
- (c) the information contained in the Tender as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and its employees and sub-contractors is correct;
- (d) it has established and will comply with and maintain during the Agreement, the quality assurance arrangements set out in the Tender.

4.10.2 The Contractor warrants that:

- (a) the Deliverables do not infringe the Intellectual Property rights of a third party; and
- (b) the Deliverables shall conform to any legally applicable standards.

4.11 Contractor's Warranties (Equipment)

4.11.1 The Contractor shall warrant:

- (a) that at the time property in any equipment passes to The Principal (i.e. after delivery and acceptance testing of the device/s has been completed), the Principal will take good title to the equipment and that the equipment is free from any charge or encumbrance;
 - (b) that during the warranty period (commencing from date of acceptance of devices) each device shall be:
 - (i) new and shall conform with the Specification,
 - (ii) shall be free from defects or omission in design, performance, workmanship and materials, and
 - (iii) shall conform to the manufacturer's specifications in relation to that device and the testing sample provided by the Contractor.
- 4.11.2 Where the Contractor supplies equipment that has been procured from third parties, the Contractor assigns to the Principal, to the extent permitted by law, all benefits of any warranties given by third parties.
- 4.11.3 Assignment of any third party warranties is in addition to the warranties offered directly by the Contractor under the Agreement and does not relieve the Contractor from the obligation to comply with the Contractor's own warranties.
- 4.11.4 The Contractor must, upon being notified by The Principal during the warranty period, remedy without delay and in a proper and skilful manner any defects or omission in design, performance, workmanship and materials in the equipment which becomes apparent immediately after installation and/or use during the warranty period, if such defect arises from faulty materials, workmanship or design, and not arising from improper use, improper installation or improper maintenance by The Principal.
- 4.11.5 The remedial work required by the preceding paragraph includes replacement or repair and any re-design or modification to remove any fault in design for which design the Contractor is responsible under the Agreement.
- 4.11.6 The Contractor must meet all costs of and incidental to the discharge of the remedial work (including any packing, freighting, delivery, disassembly and reassembly costs).
- 4.11.7 The Contractor must provide a seven day turnaround service to remedy any failure deemed by The Principal to be covered by warranty and must respond to any request made by the Principal to remedy any such failure within twenty four (24) hours of such request being made.
- 4.11.8 If any remedial work is of such a character as in the opinion of the Principal may affect the ability of the Deliverables to fulfil the Agreement requirements, the Principal may after completion of such remedial work, by notice to the Contractor require that such tests as are provided for in the Agreement of the Deliverables are relevant to the remedial work, are to be carried out at the Contractor's expense.
- 4.11.9 Where the Contractor fails to rectify a defect notified under this clause, the Principal may perform or have performed the necessary remedial work, and the Contractor must reimburse all costs and outgoings incurred by the Principal.
- 4.11.10 Any equipment remedied by the Contractor is subject to the full warranty period from the date of its acceptance in the same manner as equipment initially accepted by the Principal.
- 4.11.11 The rights and remedies provided in this warranty clause are in addition to and do not limit any other rights of the Principal under the Agreement or otherwise.
- 4.12 Confidentiality**
- 4.12.1 In this Agreement "**Confidential Information**" means information that:
- (a) is by its nature confidential;

- (b) is designated by either party as confidential; or
 - (c) a party knows or ought to know is confidential;
- but does not include information which:
- (d) is or becomes public knowledge other than by breach of this Agreement;
 - (e) is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party; or
 - (f) has been independently developed or acquired by a party.

4.12.2 Neither party shall, without the prior written approval of the other party (which approval shall not be unreasonably withheld) make public or disclose to any person any Confidential Information of the other party, any information about this Agreement or any other agreement associated with this Agreement and, in giving written approval, the other party may impose such terms and conditions as it deems necessary.

4.12.3 Each party shall take all reasonable steps to ensure that its employees or agents engaged for the purposes of this Agreement do not make public or disclose Confidential Information of the other party.

4.12.4 Either party may at any time require the other party to arrange for its employees or agents engaged in the delivery of the Deliverables to execute a deed of confidentiality.

4.12.5 Either party agrees to indemnify and hold harmless the other party against all costs, liability, losses and claims incurred by the other party as a result of any breach of confidentiality.

4.12.6 Each party shall on demand by the other party return any document supplied by the other party to it.

4.12.7 This clause shall survive the termination of this Agreement.

4.13 Licences and Approvals

4.13.1 The Contractor must obtain and maintain at its own cost all licences, approvals and consents necessary to perform this Agreement.

4.14 Contractor to establish Necessary Facilities

4.14.1 The Contractor must establish all facilities necessary for the proper and effective conduct and management of all its obligations under this Agreement.

4.15 Access to Contractor's Material and Premises

4.15.1 During the Agreement period, the Contractor shall at all reasonable times permit or arrange for any officers authorised by the Principal to enter upon the premises of the Contractor for the purposes of inspecting work performed pursuant to the Agreement and to be given access to all documents or information necessary for the same purposes.

4.16 Keeping of Records and Access to Records

4.16.1 The Contractor must keep proper accounts, records and time sheets in accordance with the accounting principles generally applied in commercial practice.

4.16.2 During the course of the Agreement, the Contractor must, within a reasonable time of a request from the Principal, give the Principal access to, and copies of, any material relevant to the performance of the Contractor's obligations under this Agreement, and any financial information, that the Principal reasonably requires.

- 4.16.3 Such information may include, but not be limited to, accounting and operating records necessary to establish that all claims for payments made by the Contractor and all moneys paid to the Contractor under the terms of this Agreement are or have been properly accounted for.

4.17 Entry to Official Establishments

- 4.17.1 All persons entering official establishments are required to be approved and conform to the regulations regarding security and discipline within the area as may be laid down by the Principal or authority concerned.
- 4.17.2 NSW Police will require all Contractor personnel working on Police premises and in key roles in the supply process, to undergo a security clearance (which may include Criminal Record Checks).

4.18 Damage to Property

- 4.18.1 If, in the performance of the Contractor's obligations herein, the Contractor or any servant or agent of the Contractor by any act or omission damages or causes to be damaged any property of the Principal, then the Contractor shall pay the costs of repairing and making good such damage and the amount of any consequential losses, costs or expenses which may be suffered or incurred by reason of such property having been so damaged.

4.19 Occupational Health Safety & Rehabilitation

- 4.19.1 The Contractor must comply with the following OHS&R requirements in the performance of any Standing Offer agreement awarded:
- (a) The Occupational Health and Safety Act 2000 (NSW) and any regulation made under this Act, including the OHS Regulation 2001; and
 - (b) Codes of Practice, approved and issued pursuant to the above Act and/or regulations made under the Act.
- 4.19.2 The Contractor must ensure that the Contractor's Sub-Contractors will comply with the OHS&R requirements listed in 4.19.1 in the performance of the Standing Offer agreement.

5. COPYRIGHT AND INTELLECTUAL PROPERTY

5.1 Ownership

- 5.1.1 The Contractor agrees that ownership of Intellectual Property rights in or in relation to New Contract Material vests upon its creation in the Principal. The Contractor, upon request by the Principal, agrees, at its own cost, to do all things necessary and execute all documents to permit the vesting of ownership and title of Intellectual Property in the Principal.
- 5.1.2 The Contractor acknowledges and agrees that the Principal or, where applicable, particular third parties, are the sole owners of the Intellectual Property rights in or in relation to the Existing Contract Material.
- 5.1.3 If ownership of or title in Intellectual Property in relation to Contract Material is not capable of being vested in the Principal under clause 5.1.1 because the Contractor itself does not own, and is unable at a reasonable cost to obtain ownership of, that Intellectual Property, the Contractor must at its own cost ensure that the Principal is suitably and irrevocably licensed to use that Contract Material or that Intellectual Property.
- 5.1.4 The Contractor must ensure all licence fees and/or consents required under law are paid and/or obtained as a result of any reproduction, adaptation or use of any Intellectual Property or Contract Material necessary for the provision of the Deliverables.
- 5.1.5 At the completion of the Agreement, or at such other time as the Agreement or the Principal may require, the Contractor must fully and promptly disclose to the Principal all New Contract Material created or developed under or in connection with this Agreement.

- 5.1.6 Where directed by the Principal, the Contractor must ensure that an appropriate notice is incorporated on all Contract Material that the Intellectual Property rights in that material are owned by the Crown in right of the State of New South Wales.

5.2 Delivery of Agreement Material

- 5.2.1 On or as soon as practicable after the end of this Agreement, the Contractor must deliver to the Principal all Agreement Material and the Principal's Material. The Contractor may in good faith keep a copy of the Agreement Material for its records.

5.3 Indemnity

- 5.3.1 The Contractor must not at any time breach or infringe any Intellectual Property rights of the Principal or of any other person whether in the course of providing the Deliverables or otherwise.
- 5.3.2 The Contractor agrees to indemnify and keep indemnified the Principal (including officers, employees and agents of the Principal) from and against any actions, claims, proceedings, demands, costs, expenses, losses and damages, arising from or in connection with any infringement or alleged infringement of any Intellectual Property rights.
- 5.3.3 The Principal may take legal proceedings including injunctive proceedings against the Contractor if there is any actual, threatened or suspected breach of Clause 7.3 despite the provisions of clause 9.
- 5.3.4 The Contractor acknowledges that, in the event of a breach of clause 5.3.1, the Principal may terminate this Agreement in accordance with clause 7.1 without prejudice to any accrued rights or remedies of the Principal.
- 5.3.5 In the event of any claim being made or brought against the Principal in respect of any breach or alleged breach by the Contractor of any Intellectual Property rights, the Principal will notify the Contractor. The Contractor will, with the reasonable assistance, if required, of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of such claims or any litigation that may arise in connection with the claim. If the Contractor fails to conduct such negotiations or settlement the Principal may direct Principals to suspend payment of any money due to the Contractor under the Agreement until such claim has been satisfied, settled, or withdrawn.

6. VARIATIONS

- 6.1.1 This Agreement may not be varied except in writing signed by both the Principal and the Contractor.

7. TERMINATION OF AGREEMENT

7.1 Termination for cause

- 7.1.1 Without prejudice to its rights at common law, the Principal may immediately terminate this Agreement, in whole or in part, by written notice to the Contractor ("Notice of Termination for Cause"):
- (a) where the Contractor makes any statement, fact, information, representation which is false, untrue, or incorrect in a way which materially affects the Agreement;
 - (b) where proceedings or investigations are commenced or threatened by the Independent Commission Against Corruption or similar public body against the Contractor including for corrupt conduct or for collusive pricing;
 - (c) where the Contractor commits a Substantial Breach of the Agreement that is not capable of remedy;
 - (d) where the Contractor commits a Substantial Breach of the Agreement in a manner that is capable of remedy and does not remedy the breach within 7 days of receiving a notice from the

Principal requiring it to do so ("Notice of Breach"), or such further time, having regard to the nature of the breach and a reasonable time to remedy it, as the Principal may reasonably allow;

- (e) where the Contractor assigns its rights and/or obligations, or novates this Agreement or subcontracts except in accordance with this Agreement; or
- (f) in the case of the Contractor's Insolvency.

7.2 Effect of Termination for cause

7.2.1 If the Principal terminates this Agreement for cause the Principal may:

- (a) contract with any other person to complete the provision of the Deliverables;
- (b) deduct loss or damages arising from or in connection with the termination from any money due, or which may become due to the Contractor; and
- (c) recover from the Contractor in an appropriate court the balance of any monies remaining unpaid as a debt due and payable by the Contractor to the Principal.

7.3 Termination for the Principal's convenience

7.3.1 The Principal may terminate this Agreement in whole or in part for its convenience by giving written notice ("Notice of Termination for Convenience") with effect from the date stated in the notice and without the need to give reasons.

7.4 Effect of Termination for convenience

7.4.1 The Principal shall reimburse the Contractor its unavoidable costs directly incurred as a result of termination provided that any claim by the Contractor:

- (a) must be supported by written evidence of the costs claimed;
- (b) will be in total satisfaction of the liability of the Principal to the Contractor in respect of this Agreement and its termination.

7.4.2 The Principal shall not in any circumstances be liable for any consequential loss or loss of profits suffered by the Contractor as a result of the termination of this Agreement by the Principal.

7.4.3 The Contractor must, wherever possible, include in all sub-contracts and supply agreements equivalent provisions to clauses 7.3 and this 7.4.

8. ISSUE RESOLUTION

8.1 General Requirement

8.1.1 In order to resolve any conflicts or issues between the Parties promptly and to the satisfaction of the Parties, the issue resolution process stated below will be followed in this order until an issue is resolved:

- (a) Amicable Resolution (clause 8.2);
- (b) Expert Determination (clause 8.3).

8.2 Amicable Resolution

- 8.2.1 Either Party may give notice to the other Party of an issue, including a dispute or difference, (“the Issue Notice”) about the meaning or effect of the Agreement or about any matter arising under or out of the Agreement. The Issue Notice must be given within a reasonable time of the Party becoming aware of the issue.
- 8.2.2 The Parties must follow the issue resolution process in this clause before either commences proceedings or takes similar action except to seek an urgent injunction or declaration.
- 8.2.3 If a Party gives an Issue Notice under this clause, each Party will nominate in writing a senior executive who will promptly confer to resolve the issue.
- 8.2.4 A Party is not entitled to refer an issue to Expert Determination until 21 days after the giving of the Issue Notice.
- 8.2.5 A Party may only refer an issue to Expert Determination by giving notice in writing specifying the issue to be decided (“the Referral Notice”).
- 8.2.6 A Party giving the Referral Notice must also give the Referral Notice to the other Party.
- 8.2.7 If a Referral Notice has not been given within 28 days of becoming entitled under clause 8.2.4 then the issue is barred from Expert Determination or any other action or proceedings (including court proceedings).

8.3 Expert Determination

- 8.3.1 If a Referral Notice is given under clause 8.2, the expert is to be agreed between the Parties. If they cannot agree within 28 days of the Referral Notice, the expert is to be nominated by the Chief Executive Officer, Australian Commercial Disputes Centre, Sydney.

- 8.3.2 The expert nominated must be a lawyer unless otherwise agreed. The expert must not be:
- (a) an employee of the Parties;
 - (b) a person who has been connected with the Agreement; or
 - (c) a person who the Parties have not been able to agree on.
- 8.3.3 When the person to be the expert has been agreed or nominated, the Principal, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:
- (a) the issue referred to the expert for determination
 - (b) the expert's fees
 - (c) the procedure for the determination set out in Schedule 4.
 - (d) any other matter which is relevant to the engagement.
- 8.3.4 The Parties must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own expenses.
- 8.3.5 In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off, or counter-claim.
- 8.3.6 If the expert determines that one Party must pay the other an amount exceeding the amount stated in item 6, Schedule 1 (calculating the amount without including interest on it, and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.
- 8.3.7 Unless a Party has a right to commence litigation under clause 8.3.6:
- (a) the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 28 days.

8.4 Performance of Agreement during Issue Resolution

- 8.4.1 The Parties agree to continue performing their obligations under this Agreement while the issue is being dealt with in accordance with this clause 9.3.

9. ASSIGNMENT, VARIATION AND SUBCONTRACTING

9.1 No Assignment or Subcontracting of Agreement

- 9.1.1 The Contractor must not assign or novate this Agreement without first obtaining the prior written consent of the Principal.
- 9.1.2 The Contractor acknowledges that the Principal may make financial checks on the entity proposing to take over this Agreement before determining whether or not to give consent to the assignment or novation.

9.2 Variation of Agreement

- 9.2.1 The provisions of this Agreement shall not be varied except by agreement in writing signed by the Parties.

10. SUB-CONTRACTING OF AGREEMENT

- 10.1.1 While a preference is held for all personnel utilised under the Agreement to be employees of the Contractor, the Government of New South Wales recognises that, in certain circumstances, the Contractor may need to utilise the services of Sub-Contractor(s) in order to provide the Supplies requested by the Principal. In such a case, it will be an express condition of Agreement that, for all purposes, the Sub-Contractor(s) will be regarded as employee(s) of the Contractor.
- 10.1.2 For the purposes of this and other relevant conditions “Sub-Contractor” is defined as any person whose services are utilised by the Contractor for the purposes of this Agreement and who is not an employee of the Contractor.
- 10.1.3 The Parties agree that the Contractor will not sub-contract the Agreement without first obtaining the written consent of the Principal and the Principal, which may be subject to any conditions which the Principal may impose.
- 10.1.4 Consent under this clause does not relieve the Contractor from its liabilities or obligations under the Agreement.
- 10.1.5 Regardless of any consent given, the Contractor will be responsible for ensuring the suitability of any sub-contractor and that the sub-contractor meets the requirements of an Agreement.
- 10.1.6 The Parties agree that the Principal may withdraw its consent to a sub-contractor if in its reasonable opinion the sub-contractor is not meeting the requirements of the Agreement. The Principal will notify the Contractor in writing that its consent is withdrawn and the Contractor will immediately terminate its arrangement with the sub-contractor.
- 10.1.7 The Contractor will be liable for any acts or omissions of any sub-contractor or any employee or agent of the sub-contractor as fully as if they were the acts or omissions of the Contractor and will indemnify and release the Principal from any liability or loss resulting from the acts or omissions of any sub-contractor.
- 10.1.8 This clause will not merge on the completion or earlier termination of the Agreement.
- 10.1.9 The Contractor will ensure that a sub-contractor is aware of and complies with all the terms and conditions of the Agreement.
- 10.1.10 This Clause 10 does not apply in the event that the Principal requests a particular sub-contractor to provide the Supplies.

11. MISCELLANEOUS

11.1 Waiver

- 11.1.1 A waiver in respect of a breach of a term of this Agreement by the other Party shall not be taken to be a waiver in respect of any other breach. The failure of either Party to enforce a term of this Agreement will not be interpreted as a waiver of that term.

11.2 Severability

- 11.2.1 If any part of this Agreement is void or voidable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.

11.3 Applicable Law

- 11.3.1 The laws of the State of New South Wales govern this Agreement and the Parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and the Commonwealth of Australia.
- 11.3.2 The Contractor must at all times act in a lawful manner in the provisions of the Supplies and the conduct of its business including, without limitation, complying with all taxation legislation, privacy

legislation, workers compensation, occupational health and safety requirements and payment of wages and allowances. In providing the Supplies the Contractor shall also comply with:

- (i) any other relevant Legislative requirements; and
- (ii) the provisions of this Agreement.

11.4 Counterparts

- 11.4.1 If there is a number of counterparts of this Agreement, the counterparts taken together constitute one and the same instrument.

11.5 Rights Cumulative

- 11.5.1 The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by law or any other right or remedy.

11.6 No Agency / No Employee / No Partnership

- 11.6.1 The Contractor agrees that the Contractor will not be taken to be, nor will it represent that it is, the employee, partner and/or agent of the Principal.
- 11.6.2 Contractor personnel allocated for the purposes of the Agreement shall operate under the following specific terms and conditions:

"The Contractor agrees that it will at all times hereafter indemnify and keep indemnified the Principal against all actions, proceedings, claims and demands, costs, damages and expenses which may be levied, brought or made against the Principal or which it may pay sustain or incur by reason of statute or otherwise in the event that the personnel supplied by the Contractor are deemed to be or alleged to be deemed to be employees of the Principal ".

11.7 Notices

- 11.7.1 Notices must be sent to the other Party at the address shown in item 7 of Schedule 1, or the address last notified to the other Party in writing, or in the case of the Contractor, at the Contractor's registered office.
- 11.7.2 All notices must be in writing and signed by the relevant Party and must be given either by hand delivery, post or facsimile transmission.
- 11.7.3 If delivery or receipt of a notice is not made on a business day, then it will be taken to be made on the next business day.

Schedule 1 Agreement Details

Item 1	Request for Tender No. 0301658 (clause 1.1)
Item 2	Contractor's Name (to be inserted on award of Contract)
Item 3	Term: (clause 2.3) Commencement Date: Three (3) years from date of execution of Agreement Period of extended term (if any): (clause 2.3) Commencement Date: 1 st Option, twelve months from expiry of three year Term 2 nd Option, twelve months from expiry of 1 st 12 month option
Item 4	Insurance Policy Amounts (clause 4.4) (a) Public Liability Insurance Limit of Indemnity: \$AUS 10M (b) Product Liability Insurance Limit of Indemnity: \$AUS 10M
Item 5	Codes (clause 4.6) Code of Practice for NSW Government Procurement. 2. <i>Implementation Guidelines for NSW Government Procurement.</i>
Item 6	Expert Determination Amount (clause 8.3.6): \$AUS 100,000.00
Item 7	Notices: (clause 11.7) Contractor's contact name and address: Name: Position: Address: Telephone: Facsimile: Email: The Principal's contact name and address: Name: Address: Telephone: Facsimile: Email:

Schedule 2 Price Schedule

<p>Note: The final content of this Schedule will consist of information from the successful tenderer's response</p>

Schedule 3 Specification

<p><i>Note:</i> The final content of this Schedule will consist of information from the successful tenderer's response.</p>
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Schedule 4 Expert Determination Procedure

11.8 Questions to be determined by the Expert

- 11.8.1 The expert must determine for each issue the following questions (to the extent that they are applicable to the issue).
- 11.8.2 Is there an event, act or omission which gives the claimant a right to compensation under the Contract
- (a) for damages for breach of the Contract, or
- (b) otherwise in law?
- 11.8.3 If so, what is the event, act or omission?
- (a) on what date did the event, act or omission occur?
- (b) what is the legal right which gives rise to the liability to compensation?
- (c) is that right extinguished, barred or reduced by any provision of the Contract, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- 11.8.4 In the light of the answers to clauses 1.1.1 and 1.1.2 of this Expert Determination Procedure:
- (a) What compensation, if any, is due from one party to the other and when did it fall due?
- (b) What interest, if any, is due when the expert determines that compensation?
- 11.8.5 The expert must determine for each issue any other questions required by the parties, having regard to the nature of the issue.

11.9 Submissions

- 11.9.1 The procedure for submissions to the expert is as follows:
- 11.9.2 The Party to the Contract, which has referred the issue to Expert Determination, must make a submission in respect of the issue, within 15 business days after the date of the letter of engagement referred to in the Contract.
- 11.9.3 The other party must respond within 15 business days after receiving a copy of that submission. That response may include cross-claims.
- 11.9.4 The Party referred to in clause 1.2.2 may reply to the response, but must do so within 10 business days after receiving the response, and must not raise new matters.
- 11.9.5 The other party may comment on the reply, but must do so within 10 business days after receiving the reply, and must not raise new matters.
- 11.9.6 The expert must ignore any submission, response, reply, or comment not made within the time given in clause 1.2.2 of this Expert Determination Procedure, unless the Principal and the Contractor agree otherwise.
- 11.9.7 The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the response to the other Party, and give the other Party a reasonable opportunity to comment on the response.
- 11.9.8 All submissions, responses, replies, requests and comments must be in writing. If a Party to the Contract gives information to the expert, it must at the same time give a copy to the other Party.

11.10 Conference

- 11.10.1 The expert may request a conference with both parties to the Contract. The request must be in writing, setting out the matters to be discussed.
- 11.10.2 The Parties agree that such a conference is considered not to be a hearing, which would give anything under this Expert Determination Procedure the character of arbitration.

11.11 Role of Expert**11.11.1 The Expert:**

- (a) acts as an expert and not as an arbitrator
- (b) must make its determination on the basis of the submissions of the parties, including documents and witness statements, and the Expert's own expertise; and
- (c) must issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 12 weeks after the date of the letter of engagement referred to in the Contract.

- 11.11.2 If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate.

Schedule 5 Confirmation of Insurances

Insurance Body:

Insured:

Re: Agreement for Supply Of Laser Based Speed Measuring Devices, Radar Based Speed Measuring Devices And Detectors of Illegal Detection Devices between the Insured and NSW Police

It is confirmed that:

1. The Insured has obtained the following policies (the Insurance Policies)

- (a) Broad Form Liability Expiry __/__/20__
- (b) The public liability component of the Broad Form Liability policy is to the value of \$AUD__(the Limit of Indemnity) in respect of each claim; and
- (c) The products liability component of the Broad Form Liability policy is to the value of \$AUD__for the total aggregate liability for all claims arising out of the Insured's products for the period of cover.

- (d) Other insurances, if required:

Type of insurance	Value
_____	_____
_____	_____

- 1. The respective rights and interests of the Principal and any sub-contractors of the insured are noted on the Insurance Policy(ies) 1(a), 1(b) and 1(c).
- 2. The Insurer will accept a notice of claim given by the Insured, the Principal, or any sub-contractor as being a claim given by all of the insured under insurance policies 1(a), 1(b) and 1(c).
- 4. The insurance policies conform to the requirements of clause 4.4 of the Agreement between the Principal and the Insured.

Attach a Certificate of Currency for the policy/ies above.

Specify below any exclusions beyond the standard exclusions for the Insurance Policies.

Authorised Representative of Insurer
Position:
Dated:

Signed: