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INTERNET TENDERING

With the exponential growth in the convergence of Internet Technology and e-commerce systems, combined with DPWS strategic alignment towards developing innovative procurement practices, and as an integral part of the DPWS e-commerce product, this tender will be available on the Internet for Tenderers to:

- i. View the RFT:
The viewable copy of the tender document may not be complete and is not the responsible copy of the RFT. This will usually be in PDF format , not printable, and require Adobe Acrobat reader software, which may be obtained at the URL:
<http://www.adobe.com/products/acrobat/readstep2.html>
- ii. Download the RFT:
The downloadable RFT document has been created using the DPWS e-Tenders process. The electronic RFT is available by ordering online through the eTendering system.
- iii. Order their RFT document in a printed version:
RFT package available by ordering on-line, or by collecting a copy from DPWS, McKell Building, 2-24 Rawson Street, Sydney (at the Level 3 Tenders Office) during business hours.
- iv. Return their tender submission via the Internet (or via paper/diskette, or facsimile)
When the e-Tenders response has been completed that response is lodged through the Internet link to "Respond to Tender" Instructions are usually downloaded with the Responsible Copy.

For general enquiries the Tenders Office may be contacted via telephone: 02 9372 8900, Fax: 02 93728922, or email: tenders@dpws.nsw.gov.au

Tenders may still be lodged in a paper format, but DPWS would appreciate your help in responding to this Request For Tender using the facility now available on the Internet.

The Internet address is <https://tenders.nsw.gov.au/commerce>

Tenders lodged electronically will be treated in accordance with the NSW Electronic Transactions Act 2000, and given no lesser level of confidentiality, probity and attention as tenders lodged by other means. The Tenderer, by electronically submitting its tender, is taken to have accepted the conditions shown in the Conditions for Tendering and on the Electronic Tender Box website.

If, at any time in the 24 hours preceding the closing time of tenders, the electronic tender box cannot be accessed for uploading their response, Tenderers are to notify the Manager, Tendering, DPWS at the Tenders Office (contact details above). It is the responsibility of the Tenderer to submit their tender before closing time.



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

**State Procurement invites this tender for and on behalf of the
NSW Government State Contracts Control Board**

REQUEST FOR TENDER NO. 0301512

PART A & B

PROVISION OF LIGHT AND HEAVY TOWING SERVICES FOR NSW POLICE

NORTHERN REGION – RICHMOND LAC – ZONE NOS. 1 TO 7

Tender Issue Date: Monday 14 July 2003

Closing Date: Wednesday 13 August 2003

Closing Time: 9:30 am Sydney Time

Note: If a tender is not submitted electronically, the tenderer must submit the original tender, plus 2 copies of the tender. Tenders are to be marked "Original", "Copy 1" and "Copy 2" accordingly.

Non-Refundable Hard Copy Document Fee \$110.00 (includes GST). Note: There is no charge for downloading an electronic copy from <https://tenders.nsw.gov.au/commerce>.

This publication is available on request via email in large print and/or on computer disk for people with a disability. To obtain copies of this publication in either of these formats, please contact the Contract Officer identified in this RFT.

Other formats, such as Braille and audio (cassette tape), will be considered on a case-by-case basis.

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For further information, contact:

General Manager
State Procurement a business unit of
NSW Department of Commerce
2-24 Rawson Place
McKell Building
Sydney NSW 2001.
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PART A THE REQUIREMENT AND TENDER INFORMATION

1. OUTLINE DESCRIPTION OF THE REQUIREMENT

- 1.1 This Request For Tender (“RFT”) is made by the State Contracts Control Board (“the Board”) for the supply of the Deliverables outlined below.
- 1.2 The full requirements of NSW Police are set out in the operational requirements at Part C of this RFT.
- 1.3 Briefly, the main requirement of the NSW Police is:-
- For the provision of light and heavy towing from accident/non-accident scenes, salvage and storage services to NSW Police Local Area Commands throughout New South Wales.
- 1.4 NSW Police has retained the services of State Procurement, a business unit of the NSW Department of Commerce, to conduct the Tender Process.

2 SUMMARY INFORMATION FOR TENDERERS

2.1 Interpretation

- 2.1.1 Definitions of terms used in Parts A - C are listed at the start of Part B.

2.2 Structure of Request for Tender

- 2.2.1 This RFT is made up of Parts A to D. 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 instructions contained in Part B. Once completed, Part C contains the following:

- Part C1 – Price Schedule and Information supplied in response to Part B
- Part C2 – Tenderer Identification Details, Acknowledgment and Confirmation of Tender

2.3 Contact Officer

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

For Contractual Enquiries

Name: Bryan Lynch
Phone: (02) 9372 7597
Fax: (02) 9372 7622
E-mail: bryan.lynch@dpws.nsw.gov.au

For Technical Enquiries

Name: Garry Purcell
Phone: (02) 9339 5928
Fax: (02) 9339 5996
E-mail: purc1gar@police.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 of contract

- 2.4.1 The Requirement is to be met by means of a contract between the Principal and the successful tenderer on the operational requirements contained in Part C and the Conditions of Contract contained in Part D.
- 2.4.2 The contract will be for a fixed term of three (3) years with two (2) x one (1) year extension options.

2.5 Eligibility to tender

- 2.5.1 Tenders must be submitted by a legal entity or, if a joint Tender, by legal entities, with the capacity to contract. The Principal will only contract with the relevant legal entity or entities.
- 2.5.2 The Principal will not enter a contract with a legal entity in its capacity as trustee.
- 2.5.3 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. Any evidence requested is to be provided within 3 working days of the request.
- 2.5.4 The Tenderer agrees that the Board may submit any financial information provided by the Tenderer, or any part of such information for independent financial assessment of the Tenderer's business.
- 2.5.5 The Board reserves the right to reject any Tender if the Board judges the tenderer not to have appropriate financial assets.
- 2.5.6 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 or parent company guarantee, or an unconditional performance bond.

2.6 Other Eligibility Requirements

- 2.6.1 A tenderer must supply its ABN (Australian Business Number) in order to be eligible to tender.

3. WHERE TO OBTAIN THIS RFT

3.1 RFT Copy

A tenderer may obtain either a hard copy or electronic copy of this RFT (if an electronic copy is available).

NSW Department of Commerce has adopted an electronic tendering system using the internet, which has the capacity for viewing, downloading, or ordering the RFT and for the lodgement of Tenders.

3.2 Hard copy

A hard copy of this RFT may be:

- (a) viewed and purchased between 8.30 am and 5 pm, Mondays to Fridays (except public holidays) at:

Tenders Office
NSW Department of Commerce
Level 3 (ground floor)
McKell Building
2-24 Rawson Place
Sydney, NSW 2000
- (b) **purchased by telephoning (02) 9372 8900.** An additional fee is charged for delivery by express post or by courier, as required.
- (c) **viewed and purchased through the NSW Department of Commerce eTendering website at <https://tenders.nsw.gov.au/commerce>.** Hard copy orders placed and paid for through the website will be filled by postal delivery.

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

An electronic copy of the RFT and any Addenda that may be issued up to the Closing Date and Time, may be viewed and downloaded from the internet at the NSW Department of Commerce *eTendering* website at <https://tenders.nsw.gov.au/commerce>.

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.

In order to download an electronic copy of the RFT, a tenderer must first register as a site user.

A tenderer should follow the instructions on the site to view and purchase an RFT. To locate and view an RFT and its RFT Summary, follow the instructions on the NSW Department of Commerce *eTendering* website:

- (a) First locate the RFT using the RFT Search, or by looking at the Current RFT listings screen where the additional search function may also be used.
- (b) You may see some details of the RFT by accessing them through the blue “Viewable Copy” button. This function is provided to assist in making a decision to obtain a “Responsible Copy” of the RFT.
- (c) Download the “Responsible Copy” files from the website by selecting the blue “Responsible Copy” button (if one appears for that RFT) and then follow the steps and the instructions on the NSW Department of Commerce *eTendering* website.

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 that not all defined terms will appear in all RFTs.

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

“Board” means the State Contracts Control Board established under the *Public Sector Management (Goods and Services) Regulation 2000* whose responsibilities include:

- Inviting and accepting tenders;
- Determining the conditions under which tenders are invited or accepted;
- Entering into contracts on behalf of the Crown in right of the State of New South Wales; and
- On-going contract administration and management,

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.

“Codes” means the Code of Practice for NSW Government Procurement and the Code of Tendering for NSW Government 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 NSW Government Procurement Policy codes are available from the NSW Department of Commerce and can be viewed and downloaded from <http://www.dpws.nsw.gov.au/Government+Policy/Procurement/Procurement+Policy+Publications.htm>

“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 stated requirements of this RFT.

“Contractor” means the tenderer as a party to the proposed contract.

“Deliverables” means the services sought under this RFT, as detailed in the operational requirements.

“Day” means calendar day.

“General Tow” means any tow from an accident/non-accident scene to a holding yard location nominated by NSW Police.

“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’t’h) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation made under those Acts.

“GCM” means gross combination mass.

“LAC” means Local Area Command.

“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 (d) Part D, including a Tender which seeks to qualify or amend these conditions, or

- (d) does not conform to any of the other stated requirements of this RFT.

“NSW Government Procurement Policy” means the policy package outlined in this RFT.

“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 Board.

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

“Operational Requirements” means the detailed description of the required services contained in Part C.

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

“Principal” means NSW Police on behalf of the Board arranges the RFT and enters into the Contract.

“Requirement” means the requirement for services to be met by the Tender and detailed in the operational requirements.

“RFT” means the Request for Tender.

“Salvage” means the process of saving and or retrieving a vehicle or other appliances for subsequent towing to a holding yard location nominated by NSW Police.

“Specification” means the detailed description of the required goods and/or services contained in Part C.

“Standing Offer” means an contract under which there is a standing offer for the provision or disposal of goods or services over the period of the contract on the Order of any Customer for whom the Board has arranged the contract. The Standing Offer will be embodied in a deed of contract between the Board and the Contractor.

“Storage” means the act of storing a vehicle or other appliances in a secure holding yard approved by NSW Police.

“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.

“T.T.A.” means Tow Truck Authority of NSW.

- 4.2 Unless the context otherwise requires it the terms “Contract”, “Principal” and “Client Agency” include the plural and vice-versa where used in Parts A-C of this RFT.

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 Customer’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 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.
- 5.2.2 The Tender will be taken to be for the supply of the Requirement on the terms and conditions stated in Part D except to the extent that these are amended by the Tender.

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. All prices and other information provided by the Tenderer in the Tender MUST be in INK – do NOT use pencil.
- 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 Contact 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 a 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 Contract.

6. PREPARATION OF TENDER – POLICY REQUIREMENTS

6.1 Procurement Policy – Introduction

6.1.1 In 1999 the NSW Government introduced a procurement policy package, intended to achieve service, economic, environmental and social policy objectives through procurement while continuing to obtain best value for taxpayers' money.

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

- (a) The Code of Practice for NSW Government Procurement:
www.dpws.nsw.gov.au/NR/rdonlyres/el7fxkrjgymxk5qmufbodku4oxvdteoag2kezkdul3islrarauu5u7sbzfxkpy5pu7nspl5pyhamxczalvc3jttzalc/Code+of+Practice+for+NSW+Government+Procurement.pdf
- (b) The Code of Tendering for NSW Government Procurement:
www.dpws.nsw.gov.au/NR/rdonlyres/e2xo2i6bycyfiusipa4rn5enrknuqcuovogofievmo3ucf26vjviylt2b55hxqpibuetv3p6f5yf7wtzdefs5yj6dcc/Code+of+Tendering+for+NSW+Government+Procurement.pdf
- (c) The Policy Statement for NSW Government Procurement:
www.dpws.nsw.gov.au/NR/rdonlyres/eqdcpgd25gutllburhite26tdcef5ytz7fsvkyvwxsptvmqljx664nk5uczubdaotwzdown6w3nbjgedt2ccszptve/Policy+Statement+for+NSW+Government+Procurement.pdf

- (d) Implementation Guidelines for NSW Government Procurement
<http://www.dpws.nsw.gov.au/NR/rdonlyres/elmfi6kpwrvmoaowsnzpkfwyc2oehnttgyun76tww04ciely25yea2zklukap377ibjwe76ayh3cfubt33abp24xsd/Implementation+Guidelines+for+NSW+Government+Procurement.pdf>

6.2 Code of Practice and Code of Tendering

- 6.2.1 Tenderers must comply with the Code of Practice and Code of Tendering for NSW Government Procurement. The ability of a tenderer to comply with the Codes is an essential condition of all Tenders.

6.3 Occupational Health Safety & Rehabilitation

- 6.3.1 Tenderers must comply with the following OHS&R requirements in the performance of any contract awarded:
- (a) The *Occupational Health and Safety Act 2000* (NSW) and the *Occupational Health and Safety Regulations 2001* (NSW), and
 - (b) Codes of Practice, approved and issued pursuant to the above Act and Regulations.
- 6.3.2 Tenderers must ensure that the Tenderer's Sub-Contractors will comply with the OHS&R requirements in the performance of any contract awarded.
- 6.3.3 Tenderers must indicate compliance with OHS&R obligations in Part C1.

7. PREPARATION OF TENDER – PRICE SCHEDULE

7.1 Calculating the Tender Price

7.1.1 General

- 7.1.1.1 The Tender Price must:

- (a) be in Australian dollars;
- (b) cover all costs of performing the contract including any administrative or associated costs;
- (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; include all costs associated with the preparation and submission of the Tender;

7.2 Price Variation

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

- (a) FIRM during the period of the Contract including any optional extension periods; **OR**
- (b) FIRM for the first two years of the contract then subject to annual adjustment, in accordance with the provisions of the Price Basis in Part C, for the subsequent years and any optional extension periods.

7.3 GST Free or Input Taxed Supplies

7.3.1 Tenderers must identify and state the value of any GST Free or Input Taxed Supplies to be made under the contract.

7.4 Minimum Tender validity period

7.4.1 Tenders must remain open for acceptance for a period of at least six (6) months from the Closing Date and Time for Tenders. Tenderers must state in Part C if their Tenders will remain open for any longer period.

8. SUBMISSION OF TENDERS

8.1 General instructions for submission of Tenders

A Tender must be received by the Closing Date and Time.

A Tender may be submitted by any of the following methods:

- (a) by delivery into the Tender Box:
 - (1) It must be marked:
Tender Box
Tenders Office,
Level 3, McKell Building
2-24 Rawson Place
Sydney
 - (2) If delivery personnel require a signature as evidence of delivery the Tender must be delivered between 8:30 am and 5:00 pm, Mondays to Fridays (except public holidays).
- (b) by post, addressed to

Tender Box
Tenders Office,
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>

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 the clause governing electronic Tenders to the NSW Department of Commerce *eTendering* website for instructions as to compressing electronically submitted Tenders.

- 1) In order to comply with the above paragraph, 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 0301512**.”

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

- (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”.
- (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.

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

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.

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.

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.

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.

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.

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.

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 Contract 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

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.

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) On 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

In accordance with the requirements of the [NSW Government Code of Tendering](#), 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.

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

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.

9.2 Selection of contractor

- 9.2.1 NSW Police have a preference to appoint one contractor for each zone within each Local Area Command (eg, one contractor for light towing and one contractor for heavy towing within each zone).
- 9.2.2 The Board reserves the right to determine the number of contractors, and is not bound to accept the lowest tender, part tender or any tender.

9.3 Selection criteria

The selection criteria to be used in the evaluation are outlined below. The criteria are not in any particular order and are not necessarily exhaustive or to be given equal weight.

- Pricing considerations and value for money of the proposed service.
- Degree of Compliance with the operational requirements of the towing services and conditions of contract.
- Suitability of and number of vehicles to provide the specified towing services.
- Suitability of holding yard and security of vehicles.
- Compliance to submit to a complete criminal check and quality of the results.

- Previous experience, current licences, current organisational capacity and capability to provide the specified towing service.

9.4 Variation of Tenders

9.4.1 At any time before the Board accepts any Tender received in response to this RFT, a tenderer may, vary its Tender by:

- (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 Part B.

9.4.2 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 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 the Board has confirmed that the draft documented changes reflect what has been agreed.

9.4.3 If a Tender is varied the Board will provide all other tenderers whose Tenders have similar characteristics with the opportunity of varying their Tenders in a similar way.

9.4.4 A variation of a Tender will not be permitted if in the Board's view:

- (a) it would substantially alter the original Tender; 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.

9.5 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 for any contract that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.
- 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 clause.
- 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 contract, 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 Post Tender 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.

10.2 Acceptance or rejection of Tenders

10.2.1 The Board may accept all or any part or parts of any Tender or Tenders, including 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.

10.3 Discontinuance of the Tender process

- 10.3.1 In addition to its rights 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 contract

- 10.5.1 Acceptance of a Tender or part Tender will be subject to the execution of a Letter of Intent and a Contract Document in accordance with the conditions detailed in Part D of this RFT.

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 they are all Non-Conforming, but considers that conformity with the requirements of this RFT is achievable, it may enter into negotiations with any tenderer with a view to achieving a Conforming Tender and entering into an contract. 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:

State Contracts Control Board
Level 23, 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 contract awarded under this RFT:

- (a) Details of the Contract (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 contract 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 contract 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 contract 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 contracts valued over \$100,000, the Board will normally publish the names of tenderers when Tenders close, and the other information about the contract on the internet, within 90 days after award of the contract. For other contracts the Board will disclose the specified information 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 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 or the internet at:
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 Government State Contracts Control Board

PART C - TENDER RESPONSE

RFT NO. 0301512 – PROVISION OF LIGHT AND HEAVY TOWING SERVICES FOR NSW POLICE

NORTHERN REGION – RICHMOND LAC – ZONES 1 to 7

TOTAL NUMBER OF ZONES TENDERED. _____ NO. OF ZONES

INDICATE WHETHER YOUR TENDER IS FOR:-

LIGHT TOWING for vehicles under 4.5 tonnes GCM	<input type="checkbox"/>
AND / OR	
HEAVY TOWING for vehicles over 4.5 tonnes GCM	<input type="checkbox"/>

Your Company's Legal Name: _____

Your Company's Trading Name: _____

Your Company's ABN number: _____

Contact Name: _____

Contact Phone: _____

TENDERERS PLEASE NOTE:

**SHOULD YOU EXPERIENCE DIFFICULTIES IN COMPLETING THIS TENDER RESPONSE PLEASE
CONTACT STATE PROCUREMENT ON (02) 9372 7597.**

**FAILURE TO PROVIDE ALL DOCUMENTATION OR RESPONSES REQUESTED IN THIS TENDER
RESPONSE WILL RESULT IN YOUR TENDER NOT BEING FURTHER CONSIDERED.**

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PART C. ZONE AND BOUNDARY DESCRIPTIONS.

1. Please nominate the Zone(s) within which you intend to provide Light and/or Heavy towing service(s) with an “X” in the space(s) below.

LIGHT TOWING

ZONE NO	X
1	
2	
3	
4	
5	
6	
7	

HEAVY TOWING – ZONE B

ZONE NO	X
1	
2	
3	
4	

HEAVY TOWING – ZONE A

ZONE NO	X
5	
6	
7	

2. ATTACHMENT A.

A map showing the Zones within the Northern Region – Richmond LAC is attached.

3. ATTACHMENT B.

A description of the Boundaries for each Zone within the Northern Region – Richmond LAC is attached.

4. ATTACHMENT C.

List of special response times for LAC'S within the Northern Region is attached.

ATTACHMENT A

MAP OF ZONES

WITHIN THE NORTHERN REGION – RICHMOND LAC

ATTACHMENT B

DESCRIPTION OF BOUNDARIES FOR EACH ZONE WITHIN THE NORTHERN REGION – RICHMOND LAC

RICHMOND LOCAL AREA COMMAND

Light and Heavy towing

Zone 1 – Woodenbong/Urbenville

Area bounded from northern end of Toonumbar Dam, line approx north direction to village of Grevillea, north direction to State border at Middle Creek, NSW/QLD State Border west to Mount Lindsay Highway approx. 7 kilometres south west of Lower Acacia Creek, line south east to Rivertree Peak, Clarence River to locality of Paddys Flat, line in approx. north east direction to village of Old Bonalbo, line in approx. north east direction to northern end of Toonumbar Dam.

Zone 2 – Tabulam/Bonalbo

Area bounded by north end of Toonumbar Dam, line south direction to Village of Mummulgum, line in south west direction to Mount Mookima, line approx north west direction to locality of Rocky River Rd, Hong Kong Point, Rocky River Rd to intersection of Long Gully Rd, line north west direction to locality of Newmans Pinch on Bruxner Highway, line north west direction to Rivertree Peak, south east direction along Clarence River to Paddys Flat, line in approx. north east direction to village of Old Bonalbo, line in approx. north east direction to northern end of Toonumbar Dam.

Zone 3 - Kyogle

Area bounded by intersection of Kyogle Rd and Manifold Rd at Tuncester, line approx. north direction to Leycester Creek bridge located east of village of Cawongla on Murwillumbah Rd, line north direction to NSW/QLD border, west direction along State border to Middle Creek, line approx south direction to village of Grevillea, line south west to northern edge of Toonumbar Dam, line south east direction to intersection of Summerland Way and Baraimal Lane, line east direction to intersection of Kyogle Rd and Manifold Rd at Tuncester.

Zone 4 - Casino

Area bounded from northern edge of Toonumbar Dam, line south east to intersection of Summerland Way and Baraimal Lane, line east direction to intersection of Kyogle Rd and Manifold Rd at Tuncester, line following eastern boundary of Richmond Valley Council adjoining Lismore City council area to Ruthven (south east), line in south west direction to village of Codrington, line in south west direction to intersection of Myall Creek Rd and Tucker Box Rd, line following Myall Creek Rd to intersection of Elliotts Rd vicinity of Bundocks Crossing, Elliotts Rd to intersection of Bungawalbin-Whiporie Rd, Gibberagee, line south direction to boundary of Richmond Valley Council and Maclean Shire Council, west along southern boundary of Richmond Valley Council and Maclean Shire Council to Summerland Way approx 5 kilometres south of

village of Whiporie, line approx. north west direction to Mount Mookima, line north direction to village of Mummulgum, line north direction to northern end of Toonumbar Dam.

Zone 5 – Lismore/Nimbin

Area from NSW/QLD border south direction along eastern boundary of Lismore City Council adjoining council areas of Tweed Heads, Byron Bay and Ballina Shire Council to intersection of Tucki Rd Marom Creek, generally west direction along Tucki Rd to Wyrallah Rd, line south westerly direction to locality of Ruthven, generally north direction along western boundary of Lismore City Council area adjoining Richmond Valley Council area to intersection of Kyogle Rd and Manifold Rd at Tuncester, line approx. north direction to Leycester Creek bridge located east of village of Cawongla on Murwillumbah Rd, line north direction to NSW/QLD border.

Zone 6 – Ballina/Alstonville

Area entirely contained within the boundaries of Ballina Shire Council area.

Zone 7 – Coraki/Woodburn/Evans Head

Area bounded by northern boundary of Ballina Shire Council and Richmond Valley Council, to intersection of Tucki Rd, Marom Creek, generally west direction along Tucki Rd to intersection of Wyrallah Rd, line south westerly direction to locality of Ruthven, line in south west direction to village of Codrington, line south west direction to intersection of Myall Creek Rd and Tucker Box Rd, line following Myall Creek Rd to intersection of Elliotts Rd, Bundock Crossing, Elliotts Rd to intersection of Bungawalbin-Whipore Rd, Gibberagee line south direction to boundary of Richmond Valley Council and Maclean Shire Council, east direction along Shire boundary to coast.

HEAVY VEHICLE TOWS

Zone A

Zones 5, 6 & 7 combined, as described above.

Zone B

Zones 1, 2, 3 & 4 combined, as described above.

ATTACHMENT C

SPECIAL RESPONSE TIMES FOR LAC'S WITHIN THE NORTHERN REGION

SPECIAL RESPONSE TIMES - NORTHERN REGION
FROM RECEIPT OF REQUEST TO ARRIVAL AT SCENE

BRISBANE WATER	30 minutes Light 45-60 minutes Heavy
COFFS/CLARENCE	30 minutes Light 60 minutes Heavy
HUNTER VALLEY	Light 45 minutes Zone 1 45 minutes Zones 2, 3, 4, 6 travelling north or south and 75 minutes travelling east or west 45 minutes Zone 5 travelling north or south and 75 minutes travelling east or west Heavy 2 hrs Nth – Zones 4, 5, 6 2 hrs Sth – Zones 1, 2, 3
LAKE MACQUARIE	30 minutes Light 30 minutes Heavy
LOWER HUNTER	40 minutes Light 75 minutes Heavy
MANNING/GREAT LAKES	30 minutes Light 60-90 minutes Heavy
MID NORTH COAST	30 minutes Light 60 minutes Heavy
NEWCASTLE	30 minutes Light 40 minutes Heavy
RICHMOND	30 minutes Zones 3, 4, 5, 6, 7 Light 60 minutes Zones 1, 2 Light
Zone A – 2 hours Zones 5, 6, 7 Heavy Zone B – 2 hours Zones 1, 2, 3, 4 Heavy	
TUGGERAH LAKES	30 minutes Light 30 minutes Heavy
TWEED/BYRON	30 minutes Light 60 minutes Heavy
WARATAH	30 minutes Light 30 minutes Heavy

PART C1 TENDER RESPONSE TO PART B**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****2.1.1 General****2.1.2 The Tender Price for each towing category must:**

- (a) be in Australian dollars;
- (b) cover all costs of performing each towing service under the agreement including any administrative or associated costs;
- (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.
- (e) tenderers must submit prices for all towing services.

2.2 Price Schedule 1 – LIGHT Towing Services for NSW POLICE ZONE 1

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.3 Price Schedule 2 – LIGHT Towing Services for OWNER ZONE 1

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle - 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.4 Price Schedule 3 – HEAVY Towing Services for NSW POLICE ZONE 1

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.5 Price Schedule 4 – HEAVY Towing Services for OWNER ZONE 1

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.6 Price Schedule 5 – LIGHT Towing Services for NSW POLICE ZONE 2

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.7 Price Schedule 6 – LIGHT Towing Services for OWNER ZONE 2

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.8 Price Schedule 7 – HEAVY Towing Services for NSW POLICE ZONE 2

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.9 Price Schedule 8 –HEAVY Towing Services for OWNER ZONE 2

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle - 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.10 Price Schedule 9 – LIGHT Towing Services for NSW POLICE ZONE 3

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.11 Price Schedule 10 – LIGHT Towing Services for OWNER ZONE 3

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.12 Price Schedule 11 – HEAVY Towing Services for NSW POLICE ZONE 3

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.13 Price Schedule 12 – HEAVY Towing Services for OWNER ZONE 3

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.14 Price Schedule 13 – LIGHT Towing Services for NSW POLICE ZONE 4

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.15 Price Schedule 14 – LIGHT Towing Services for OWNER ZONE 4

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.16 Price Schedule 15 – HEAVY Towing Services for NSW POLICE ZONE 4

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.17 Price Schedule 16 – HEAVY Towing Services for OWNER ZONE 4

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police. . All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.18 Price Schedule 17 – LIGHT Towing Services for NSW POLICE ZONE 5

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.19 Price Schedule 18 – LIGHT Towing Services for OWNER ZONE 5

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.20 Price Schedule 19 – HEAVY Towing Services for NSW POLICE ZONE 5

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.21 Price Schedule 20 – HEAVY Towing Services for OWNER ZONE 5

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle - 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.22 Price Schedule 21 – LIGHT Towing Services for NSW POLICE ZONE 6

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.23 Price Schedule 22 – LIGHT Towing Services for OWNER ZONE 6

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.24 Price Schedule 23 – HEAVY Towing Services for NSW POLICE ZONE 6

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.25 Price Schedule 24 – HEAVY Towing Services for OWNER ZONE 6

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.26 Price Schedule 21 – LIGHT Towing Services for NSW POLICE ZONE 7

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.27 Price Schedule 22 – LIGHT Towing Services for OWNER ZONE 7

Price Schedule for the provision of Light vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

2.28 Price Schedule 23 – HEAVY Towing Services for NSW POLICE ZONE 7

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police for Police purpose.

You are required to indicate the rates to be charged to and paid by NSW Police for the following services:

Type of Service	Flat Rate excluding GST	GST Component	Flat Rate including GST
Item 1. General Tows. For example: <ul style="list-style-type: none"> Fingerprinting, mechanical or scientific examination or required as an exhibit, Police vehicle towed from the scene of a collision, Police vehicles which are broken down after 5pm daily. 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 2. Salvage.	\$ per hour	\$	\$ per hour
Item 3. Storage Daily Rate. NB. First 10 days to be at no charge	\$ per day	\$	\$ per day

2.29 Price Schedule 24 – HEAVY Towing Services for OWNER ZONE 7

Price Schedule for the provision of Heavy vehicle tows as requested and authorised by NSW Police. All towing costs are to be charged to the registered owner of the vehicle. Costs levied on the registered owner will be subject to verification by NSW Police.

You are required to indicate the rates to be charged to the owner for the following services:

Type of Service	Flat Rate direct to owner excluding GST	GST Component	Flat Rate direct to owner including GST
Item 4. Tows of private motor vehicles. For example: <ul style="list-style-type: none"> Driver absent by way of injury after collision, Recovered stolen vehicle, Motorist requests tow but does not nominate any particular firm. Road clearance Confiscated vehicle 	\$ per tow to holding yard	\$	\$ per tow to holding yard
Item 5. Storage Daily Rate. NB. First 10 days to be at no charge.	\$ per day	\$	\$ per day

PRICE BASIS

- 3.1 Tenderers are to detail below the price basis of the tender (***delete whichever is not applicable***) for the tendered prices.

(a) Firm for the duration of the contract including any optional extension periods;

OR

(b) Firm for the first two years of the contract then subject to annual adjustment.

- 3.2 Tenderers are to note that the Price Basis for annual increases under (b) would be :-

At the contractor's request, the annual adjustment would be based on the annual percentage increase / decrease applied to the Maximum Towing Fees from an accident scene as determined and published by the Tow Truck Authority of NSW for Light and Heavy vehicles within the Sydney – Newcastle – Wollongong Areas.

Note: (i) **The Contractor must notify the Board at least 6 weeks prior to each anniversary date whether it requires implementation of a percentage decrease / increase.**

Applications for increases in contract rates shall be made in writing to the Board, which, subject to the contractor having provided to the Board all information needed by the Board to make a decision, shall approve and publish, or disapprove, a price increase application within six (6) weeks of lodgement of the application.

The prices quoted at time of tendering will be used as the basis for any future price variation request.

4. TENDER VALIDITY PERIOD

Tendered prices remain valid for acceptance within ____ months from date of tender. **NOTE:** A minimum validity period of six (6) months is required.

5. SELECTION CRITERIA**5.1 Pricing considerations and value for money of the proposed service.**

No response is required by tenderers, information provided elsewhere in the tender will be used to assess this criteria.

5.2 Compliance with Operational Requirements.

No response is required by tenderers, information provided elsewhere in the tender will be used to assess this criteria.

5.3 Compliance with Conditions of Contract.

Does the tenderer fully comply with all the Conditions of Contract listed in PART D of this Request for Tender?

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

If **NO**, please list clause numbers not complied with and provide full details of deviations below.

5.4 Organisational capacity and capability to provide the specified towing services.

5.4.1 Number of Years in Towing Business: _____ years

5.4.2 Number of T.T.A. licensed tow truck operators: _____

5.4.3 Number of T.T.A. certified tow truck drivers: _____

5.4.4 List below details of all T.T.A licensed tow truck operators nominated to operate in the LAC / Zone(s) tendered for.

Name	T.T.A Operators Licence Number	Expiry Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5.4.5 Attach a current copy of the T.T.A Operators Licence Schedule. (This schedule includes a list of licensed towing vehicles and address of holding yard).

5.4.6 List below details of all T.T.A certified tow truck drivers nominated to operate in the LAC / Zone(s) tendered for.

Name	T.T.A Certificate Number	Expiry Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5.4.7 Attach a copy of the T.T.A Drivers Certificate for each tow truck driver.

5.4.8 Provide details of the number, type and class of vehicles available that would service the Contract including availability of specialised towing equipment such as, motor cycle trailers, tilt trays, car trailers or dog wheels to perform the service.

Number	Type	Class

5.4.9 Attach a copy of the RTA Registration Certificate for each vehicle nominated to fulfil the Towing Contract.

5.5 Response Time to provide the specified towing services.

5.5.1 A guarantee that the response time to a Police request for a tow would be serviced within the response times specified under Attachment C.

☐ **YES**

☐ **NO**

If **NO**, please provide details

Provide details of whether response times for the zone(s) tendered for as detailed in Attachment C can be met and measures available to ensure response times are achieved.

5.6 Guarantee to provide the specified towing services.

5.6.1 The towing services are required 24 hours 7 days per week.

Please provide details of how the specified service level can be guaranteed.

6. SUB-CONTRACT

6.1 Is any part of the Towing Services to be provided through sub-contract?

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

If **“Yes”**, give Full Details of each nominated sub-contractor(s) and details of subcontractors drivers.

6.2 Number of Years in Towing Business: _____ years

6.3 Number of T.T.A. licensed tow truck operators: _____

6.4 Number of T.T.A. certified tow truck drivers: _____

6.5 List below details of all T.T.A licensed tow truck operators nominated to operate under subcontract in the LAC / Zone(s) tendered for.

Name	T.T.A Operators Licence Number	Expiry Date

6.6 Attach a current copy of the T.T.A Operators Licence Schedule. (This schedule includes a list of licensed towing vehicles and address of holding yard).

6.7 List below details of all T.T.A certified tow truck drivers nominated to operate under subcontract in the LAC / Zone(s) tendered for.

Name	T.T.A Certificate Number	Expiry Date

6.8 Attach a copy of the T.T.A Drivers Certificate for each tow truck driver under subcontract.

6.9 Provide details of the number and type of vehicles available that would service the Contract under subcontract including availability of specialised towing equipment such as, motor cycle trailers, tilt trays, car trailers or dog wheels to perform the service.

6.10 Attach a copy of the RTA Registration Certificate for each vehicle nominated under subcontract to fulfil the Towing Contract.

6.11 Suitability of proposed sub-contractor(s)

Provide details of proposed sub-contractors' name, address, ABN legal status (eg, company, partnership, individual etc) and their experience and capacity in the provision of similar services.

Please provide full details

7. HOLDING YARD

7.1 Tenderers must have a secure holding yard for the storage and safe keeping of vehicles within or in close proximity to the specified Local Area Command/Zone. This must be identified by an address below identifying the location of the holding yard.

Owners name _____

Address of yard _____

Total vehicle holding capacity _____

Total vehicle undercover holding capacity _____

Attach a copy of the certificate of " Approval for Holding Yards" issued by the Council for the intended purpose.

Is your holding yard owned or leased?

Describe relationship of tenderer to holding yard eg. owner / leasee.

Please attach a copy of the rates notice (current and paid) and a copy of the signed lease agreement (if applicable) and term of agreement.

7.2 Security of Vehicles

Tenderers must provide evidence of 24 hour 7 days a week, 365 days a year surveillance, security and accessibility of towed vehicles.

The successful tenderer must ensure vehicles and contents under their safe keeping are not tampered with in any way and/or items removed from the vehicles

Please provide details of what measures you have in place to safeguard the vehicles and contents held in your possession.

7.3 Security Of Holding Yard

Please provide details of security measures. Tenderers are to indicate on the security aspects of the holding yard eg: is well lit, has fence or gate security, CCTV or intruder alarm system and has a secure undercover area of sufficient capacity to protect the integrity of any vehicles requiring fingerprinting, forensic or mechanical examination. There should also be a sufficient area to carry out any mechanical/forensic inspections of vehicles. Tenderers are to provide details of a inventory reporting system to the LAC on the number of vehicles held in the holding yard, eg a holding yard register.

- 7.4 Tenderers must provide evidence that the holding yard is undercover.

Please provide details of the undercover area which will be available for vehicles requiring examination by NSW Police.

8. TOW TRUCK ACT AND ROAD TRANSPORT LEGISLATION

- 8.1 Does the tenderer have measures in place that guarantee compliance with the requirements of the NSW TOW TRUCK ACT and REGULATIONS and the ROAD TRANSPORT LEGISLATION.

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

If **NO**, please list full details of deviations below.

9. INVOICING SYSTEM

- 9.1 Tenderers are required to have in place an adequate and appropriate accountable invoicing system.

<input type="checkbox"/>	YES
<input type="checkbox"/>	NO

Please provide details

10. INSPECTION

- 10.1 Tenderers are to be prepared to be interviewed by the Tender Evaluation Committee and make vehicles, equipment and holding yards available for inspection by that committee if required during normal working hours.

☐ **YES**☐ **NO**

Please provide details

11. PREVIOUS CONTRACT EXPERIENCE

- 11.1 Tenderers are to provide details of any present and previous contract agreements and provide details of the scope of requirement and duration for each agreement.

☐ **YES**☐ **NO**

Please provide details

12. REFERENCES AND REFERENCE LIST

- (a) Tenderers are to provide details of relevant industry experience and references in similar type of contracts including names and telephone numbers for reference checking.
Note: NSW reserves the right to contact without notification any referee nominated by the Tenderer in order to ascertain the quality/standard of the product provided by the Tenderer.
- (b) Tenderers are requested to provide a list with contact names, telephone numbers and addresses of any relevant:
Past customers
Past or present contracts with State or Federal Government Departments

Referee No 1.

Name: _____

Position: _____

Company: _____

No. of Years tenderer has provided service to Referee: _____ years

Telephone No: _____

Fax No: _____

Email Address: _____

Referee No 2.

Name: _____

Position: _____

Company: _____

No. of Years tenderer has provided service to Referee: _____ years

Telephone No: _____

Fax No: _____

Email Address: _____

Referee No 3.

Name: _____

Position: _____

Company: _____

No. of Years tenderer has provided service to Referee: _____ years

Telephone No: _____

Fax No: _____

Email Address: _____

13. OCCUPATIONAL HEALTH SAFETY & REHABILITATION

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

Eg, Protective clothing to be made available as required under T.T.A. legislation.

☐ **YES**

☐ **NO**

If “No”, provide details below:

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

☐ **YES**

☐ **NO**

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.

14. OTHER INFORMATION REQUIRED

14.1 Details of ownership

14.1.1 If you are a company, please provide Details of your ownership, that is, Australian, Overseas, largest shareholder, paid-up capital and other relevant Details.

Please provide details

Please provide details

14.2.1 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?
- (d) investigations by ADT (Administrative Decisions Tribunal)?

	YES
	NO

If **“YES”**, provide details below:

[illegible]

14.3 Conflict of Interest

- 14.3.1 Tenderers must provide information as to what extent the awarding of this contract is likely to give rise to any relationship, direct or indirect, or potential conflicts of interest which requires disclosure.

Please provide details below:

14.4 Dedicated Operations Manager

- 14.4.1 Give full details of the Operations Manager responsible for the operation of the contract.

Name

Address

Postal Address

Phone Number

Fax Number

Mobile Number

E-mail Address

15. DOCUMENTATION

Please ensure that copies of the following documents are attached:

- a) Copies of RTA Registration Certificates for each vehicle nominated.
- b) Copies of T.T.A. Operators Licence and Drivers Certificates for each nominated person including all subcontractors and subcontractors drivers if applicable.
- c) Copy of current 'On-Hook Insurance Certificate' in respect of each vehicle nominated.
- d) Copies of current Public Liability, Property Damage and 'Workers Compensation Insurance Certificates'.
- e) Copy of the certificate of 'Approval for Holding Yards' issued by the local council for the intended purpose.
- f) Copies of rates notice and lease agreement for leased Holding Yards.

☐ YES

☐ NO

If **"No"**, provide details below:

16. PRINCIPALS AND DRIVERS CHECK DETAILS

- 16.1 Criminal record checks will be conducted for all principals and drivers of both the tenderer and subcontractors as nominated in the tender response where that tender has been short listed as part of the evaluation process.
- 16.2 Criminal records checks will be conducted periodically during the term of the contract.
- 16.3 The tenderer shall provide personal details of principals and drivers of the tenderer and nominated subcontractors as requested by the NSW Police as part of this tender and permission to check all details with the T.T.A.
- 16.4 Approved contractors must advise the Local Area Command of any changes in principals and/or drivers including full details of both the contractor and nominated subcontractors.
- 16.5 Fingerprints taken to confirm identity will be destroyed within 24 hours of confirmation of identity.
- 16.6 Criminal record checks will be in accord with the same criteria utilised by the Towing Authority.

☐

YES

☐

NO

If **"No"**, provide details below:

17. ADDENDA TO THIS RFT AFTER ISSUE

- 17.1 If there have been any Addenda by the Board to this RFT after the issue of this RFT, indicate below whether you have read and allowed for the Addenda in your Tender.

YES/NO/THERE HAVE BEEN NO ADDENDA BY THE BOARD

If **NO**, provide reasons below

18. SCHEDULE OF INSURANCE

(Tenderers must submit a copy of each insurance listed below and any other that is required to comply with the tender requirements.)

18.1 Worker's Compensation Insurance

Insurance Company: _____
Address: _____

Phone number: _____
Policy number: _____
Expiry Date: _____

18.2 Public Liability Insurance

Insurance Company: _____
Address: _____

Phone number: _____
Policy number: _____
Expiry Date: _____
Limit of Liability: _____

18.3 Property Damage Insurance

Insurance Company: _____
Address: _____

Phone number: _____
Policy number: _____
Expiry Date: _____
Limit of Liability: _____

18.4 On Hook Insurance

Insurance Company: _____
Address: _____

Phone number: _____
Policy number: _____
Expiry Date: _____
Limit of Liability: _____

19. CRIMINAL RECORD CHECK

It is a mandatory condition that an eligible tenderer shall provide completed **CRIMINAL INVESTIGATION QUESTIONNAIRE** for principals and employees of the enterprise as may be requested by the NSW Police, prior to the awarding of the Contract, and during the currency of the Contract.

An eligible tenderer shall provide appropriate authorisation to permit the NSW Police to conduct criminal checks in respect of those principals and employees.

Any information which may adversely impact upon the suitability of any tenderer to perform Services under the Contract will result in the tender being given no further consideration.

Please refer to the following.

19.1 Criminal Investigation Questionnaire

The preferred tenderer may (at the absolute discretion of the NSW Police) be requested to complete the following information to enable probity investigations to be performed for all persons holding positions associated with the ownership, administration, management or performance of the Contract.

Return completed Criminal Investigation Questionnaires as part of the 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?.....

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

Deponent means the person who completes this Criminal Investigation Questionnaire.

Criminal Investigation Questionnaire (Cont.)

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).

.....

- 19.1.2 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.

It is important to the NSW Police that the Contract is managed and performed free from criminal influence or exploitation, and is conducted honestly.

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: / /

Deponent means the person who completes this Criminal Investigation Questionnaire.

PART C2 TENDERER IDENTIFICATION DETAILS**1. TENDERER IDENTIFICATION DETAILS****Name of tenderer****Individual:** *[Print name]*

Trading Name (if applicable):

*or***Company:** *[Full name]*

Trading Name (if applicable):

Name and official position of authorised officer
completing tender:*or***Partnership:** *[Trading Name of
partnership]*

Name of partner completing tender:

1.2 ABN:**1.3 Address of tenderer***[in the case of a company, state registered office and, if different,
principal place of business]***Business Postal Address:**

STD Area Code:

Telephone No.:

()

Facsimile No.:

()

Email:

Mobile No.:

Contact Name for general enquiries:

Telephone No.:

Tenderer's reference number

Date of Tender

2. ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER

1. Lodgement of a Tender will itself be an acknowledgment and representation by you that you are aware of the requirements of the Codes; that you will comply with the Codes; and that you agree to report to the Board any breaches of the Codes for the duration of the 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.
3. I affirm that this is my Tender which will form part of my agreement if my Tender is successful:

Signature of tenderer (if an individual, as identified in Part C2 (details of tenderer identity))

OR

Signature of authorised officer of tenderer (as identified in Part C2 (details of tenderer identity))

OR

Signature of partner completing tender on behalf of partnership (as identified in Part C2 (details of tenderer identity))



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

PART D – CONDITIONS OF CONTRACT

**RFT NO. 0301512 – PROVISION OF LIGHT AND HEAVY
TOWING SERVICES FOR NSW POLICE**

NORTHERN REGION – RICHMOND LAC – ZONES NO. 1 to 7

**PERIOD: 3 YEARS PLUS TWO X ONE YEAR EXTENSION
OPTIONS**

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CONTRACT

THIS CONTRACT is made on the _____ day of _____ 2003

BETWEEN NSW POLICE for and on behalf of the Crown in right of the State of New South Wales as represented by the NSW Department of Commerce of the McKell Building, 2-24 Rawson Place, Sydney, in the State of New South Wales ("the Board")

AND THE CONTRACTOR, of [INSERT ADDRESS] ("the Contractor")

RECITALS

- A. On behalf of The Principal, the Board issued the Request for Tender for the provision of the Services to The Principal.
- B. The Contractor submitted the Tender which was accepted by the Board.
- C. The Contractor has agreed to provide the Services to The Principal in accordance with the terms and conditions of this Contract.

PART D CONDITIONS OF CONTRACT

1. INTERPRETATION

1.1 Definitions

“Contract” means this Contract concluded between the Principal and the Contractor, including all special conditions, specifications, schedules and other documentation incorporated with and forming part of the Contract.

“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

“Confidential Information” means, in relation to a Party, information that:

- (a) is by its nature confidential;
- (b) is designated by that Party as confidential; or
- (c) the other Party knows or ought to know is confidential.

“Contract 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 Contract Material”);
- (b) any material which is existing at the date of this Contract and which is incorporated with the New Contract Material (“Existing Contract Material”).

“Contract” means this Contract concluded between the Principal and the Contractor, including all special conditions, specifications, schedules and other documentation incorporated with and forming part of the Contract.

“Contract Price” means the total amount payable by the Principal to the Contractor for the Deliverables as detailed in the Pricing Schedule at Section C.

“Contractor” means the organisation or individual who by the contract undertakes to provide the Deliverables required by the Contract 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 Contract or any Contract;
- (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.

“Deliverables” means the services to be supplied by the Contractor in accordance with this Contract and itemised in the Price Schedule.

“General Tow” means any tow from an accident/non-accident scene to a location nominated by NSW Police.

“GCM” means gross combination mass.

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

“LAC” means Local Area Command.

“Operational Requirements” means the detailed descriptions of the Deliverables to be provided under this Contract that are at Section C. In the event of any inconsistency between the Operational Requirements and any part of this Contract, this Contract will prevail to the extent of the inconsistency.

“Parties”, means the Principal and the Contractor.

"Period Contract" means the standing offer constituted by the acceptance of the Contractor's tender for the term set out in the Tender Request;

"Price" means the price payable for each Deliverable as set out in the Price Schedule.

"Price Schedule" means the Price Schedule attached to the Tender in Part C.

"Principal" means 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 Contract.

"Principal's Material" means any material, document, or Information supplied by the Principal, or any department or agency of the Crown, to the Contractor by whatever means.

"Public Service" has the same meaning as that given to it in the *Public Sector Employment and Management Act 2002* (NSW).

"Salvage" means the process of saving a vehicle for subsequent towing to a location nominated by NSW Police.

"Schedule" means a schedule to this Contract.

"Specification" means the detailed descriptions of the Deliverables to be provided under this Contract that are at Section C including Guidelines and Schedules attached to Section C. In the event of any inconsistency between the Specification and any part of this Contract, this Contract will prevail to the extent of the inconsistency.

"Sub-Contractor" means a person who furnishes Supplies to the Contractor either directly or through another Sub-Contractor for use under the Contract;

"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 Contract or the lawful requirements of any authority with respect to the performance of this Contract.

"Storage" means the act of storing a vehicle in a secure holding yard approved by NSW Police.

“Substantial Breach” means a substantial breach of a term of this Contract 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 Contract):

Conflict of Interest,
Insurance,
General Indemnity,
Licences and Approvals,
Confidentiality,
No assignment or novation
Sub Contracting

“T.T.A.” means Tow Truck Authority of NSW.

“Term” means the period of this Contract, set out in Part A and any extension of the Term in accordance with Part A.

1.2 Rules for interpreting this Contract

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 Contract, or a provision of a document or Contract, 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 Contract 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 which 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 Contract will be interpreted to give effect to undertaking business in this manner.

2. NATURE OF THE CONTRACT BETWEEN THE PRINCIPAL AND THE CONTRACTOR

- 2.1 This Contract covers the Provision of Towing Services in the Southern Region for NSW Police in accordance with the terms and conditions shown herein.
- 2.2 This Contract constitutes the entire Contract between the Parties. Any prior arrangements, Contracts, representations or undertakings are superseded. No notification or alteration of any clause of this Contract will be valid except in writing signed by both Parties.

3. TERM

- 3.1 This Contract commences on the date of execution of a formal contract and expires after a three (3) year period, unless sooner determined in accordance with this Contract.
- 3.2 The Principal may in its sole discretion, with thirty (30) days notice being conveyed, extend this Contract by two (2) further periods, each of one (1) year duration.
- 3.3 The Contractor shall complete its assessment of all client applications and fulfil all orders for Towing Services received during the period of the Contract, or any optional extension period.

4. CONTRACTOR'S REPRESENTATIVE

- 4.1 The Contractor shall nominate a responsible person to liaise directly with the Principal in all matters relating to the Contract.

5. PERFORMANCE OF WORK

- 5.1 The work under this Contract shall be executed in accordance with the terms and conditions detailed herein and the Contractor shall carry out and perform the work in a thoroughly sound and competent manner, to the reasonable satisfaction of the Principal and in accordance with its general directions.

- 5.2 For the purposes of this clause, the word “direction” includes any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement which the Principal may make, give or issue pursuant to the provisions of the Contract.

6. PRICE BASIS

- 6.1 The Contract Price Basis shall be as nominated in Section C of the tender **(delete whichever is not applicable)**.

- (a) Firm for the duration of the contract including any optional extension periods;

OR

- (b) Firm for the first two years of the contract then subject to annual adjustment.

- 6.2 Tenderers are to note that the Price Basis for annual increases under (b) would be :-

At the contractor's request, the annual adjustment would be based on the annual percentage increase applied to the Maximum Towing Fees from an accident scene as determined and published by the Tow Truck Authority of NSW for Light and Heavy vehicles within the Sydney – Newcastle – Wollongong Areas.

- Note: (i) The Contractor must notify the Board at least 6 weeks prior to each anniversary date whether it requires implementation of a percentage decrease / increase.

Applications for increases in contract rates shall be made in writing to the Board, which, subject to the contractor having provided to the Board all information needed by the Board to make a decision, shall approve and publish, or disapprove, a price increase application within six (6) weeks of lodgement of the application.

7. GOODS AND SERVICES TAX

- 7.1 In this clause and Contract:

- 7.1.1 **“Consideration”, “Tax Invoice”, “Taxable Supply” and “Supply”** have the same meaning as provided for in the GST Law.

- 7.1.2 “**GST**” is a goods and services tax and has the same meaning as in the GST Law.
- 7.1.3 “**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.
- 7.1.4 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 Contract Price, or any instalment of the Contract Price, is received.
- 7.1.5 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.
- 7.1.6 Any contract entered into by a Party to this Contract 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 Contract, must include a clause in equivalent terms to clause above.
- 7.1.7 The Parties agree that this clause will apply to the Management Fee payable by the Contractor to the Principal.

8. GOVERNMENT TAXES, DUTIES AND CHARGES

- 8.1 All taxes, duties and charges imposed or levied in Australia or overseas in connection with the performance of the Contract shall be borne by the Contractor.

9. PAYMENT TERMS

- 9.1 In respect of NSW Police the contractor shall be entitled to submit claims for payment at the conclusion of providing each towing service or at the end of each month.
- 9.2 In respect of Owner tows it is the responsibility of the contractor to seek payment from the registered owner on release of the vehicle by NSW Police and on presentation of the release documentation. NSW Police will verify rates payable by the owner.

10 RIGHT TO OBTAIN SERVICES ELSEWHERE

- 10.1 If, in the Principal's opinion, any Services required cannot be promptly or conveniently obtained under the Contract, it shall be lawful for the Principal to make, or authorise the making of, special arrangements for the provision of such Services and the Contract shall not be considered as infringed or vitiated thereby.

11 CONFLICT OF INTEREST

- 11.1 The Contractor promises 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 Contract.
- 11.2 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.
- 11.3 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 Contract.
- 11.4 The Principal may terminate the Contract if in its view a conflict of interest exists which prevents the proper performance of the Contract.

12. MISTAKES IN INFORMATION

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

13. INSURANCE

- 13.1 The Contractor must 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 to the value of the amount specified in the Insurance Schedule in Part C, in respect of each claim; and
- (b) workers' compensation insurance in accordance with applicable legislation for all the Contractor's employees; and
- (c) property damage insurance; and
- (d) on hook insurance.

14. GENERAL INDEMNITY

14.1 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 Contract; or
- (b) any breach of this Contract or the confidentiality deeds required by this Contract.

14.2 The Contractor's liability in respect of indemnity 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.

15. COMPLIANCE WITH LAWS

15.1 The Contractor must, in carrying out this Contract, comply with all applicable Commonwealth, State and Local Government Statutory Requirements, however described.

16. PAYMENT OF WAGES AND ALLOWANCES

- 16.1 The Contractor shall ensure that all persons employed by it in or in connection with the Services are paid wages and allowances of every kind required to be paid by or under any relevant award, determination or order of the State or Territory in which the Services are being provided or by or under any industrial agreement that is in force in the State or Territory of the Commonwealth in which the Services are being provided and that all such persons are employed under the conditions contained in any such award, judgement, order or industrial agreement.
- 16.2 It shall be a precondition, notwithstanding any other provision of this Contract, to the obligation to pay any monies due to the Contractor that wherever requested by the Principal, the Contractor shall give the Principal a statutory declaration to the effect that no wages are due and owing by the Contractor in respect of work undertaken pursuant to this Contract.

17. THE CONTRACTOR'S ON-COSTS

- 17.1 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.

18. LICENCES AND APPROVALS

- 18.1 The Contractor must obtain and maintain at its own cost all current licences, approvals and consents necessary to perform this Contract.

19. KEEPING OF RECORDS AND ACCESS TO RECORDS

- 19.1 The Contractor must keep proper accounts, records and time sheets in accordance with the accounting principles generally applied in commercial practice.
- 19.2 During the Term, 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 Contract, and any financial information, that the Principal reasonably requires.

- 19.3 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 Contract are or have been properly accounted for.

20 ACCESS TO CONTRACTOR'S PREMISES

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

21. MONITORING OF PERFORMANCE

- 21.1 The Contractor shall permit the Principal to monitor the provision of the Services and shall:
- Supply to the Principal such information with respect to the progress of the Services as may be required from time to time;
 - Not deny to the Principal any information reasonably required for the purposes of monitoring the provision of the Services; and
 - Co-operate with the Principal in any enquiry of and conferral with the Contractor, its employees and agents in relation to the provision of the Services.
- 21.2 The Contractor must meet with the Principal from time to time, as reasonably directed by the Principal, to evaluate and monitor performance of this Contract by the Contractor.
- 21.3 Nothing in this clause shall limit the Contractor's obligations under this Contract.

22. EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

- 22.1 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 Contract, or the Contractor's financial position.
- 22.2 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.
- 22.3 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).
- 22.4 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.

23. THE CONTRACTOR'S PERSONNEL/SPECIFIED PERSONNEL

- 23.1 The Contractor warrants that all personnel engaged in the provision of the Deliverables are appropriately qualified, competent and experienced.
- 23.2 The Contractor must employ only such persons:
- (a) as are careful, skilled and experienced in the provision of the Deliverables or similar Deliverables;
 - (b) (where applicable) who hold all necessary licences, permits and authorities; and
 - (c) whose standards of workmanship are entirely suitable for the supply of the Deliverables and the requirement of this Contract.

24 CONTRACTOR TO ESTABLISH NECESSARY FACILITIES

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

25. DISCLOSURE OF INFORMATION

- 25.1 The Contractor, its servants, agents, representatives, advisers or Sub-Contractors shall treat all technical and other information provided to it by the Principal in connection with the Contract as copyright and Commercial-In-Confidence or as otherwise classified and shall not disclose such information without the prior consent of the Principal to anyone other than such persons having a need to know who will be required to take appropriate measures to safeguard such information.
- 25.2 The Contractor shall not furnish any information, make any statement or issue any document or other written or printed material concerning the Contract for publication in any of the media without the prior written approval of the Principal.

26. VARIATIONS

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

27. TERMINATION FOR CAUSE

- 27.1 Without prejudice to its rights at common law, the Principal may immediately terminate this Contract, 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 or provides material in the Tender which is false, untrue, or incorrect in a way which materially affects the Contract;
 - (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 Contract that is not capable of remedy;

- (d) where the Contractor commits a Substantial Breach of the Contract 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 Contract or subcontracts the Contract except in accordance with this Contract; or
- (f) in the case of the Contractor’s Insolvency.

27.2 Effect of Termination for cause

27.2.1 If the Principal terminates this Contract for cause the Principal may:

- (a) contract with any other person to complete the provision of the Deliverables including but not limited to any Order remaining to be filled;
- (b) deduct loss or damages arising from or in connection with the termination, including any loss or damages incurred by a Principal under any Contract (which may be ascertained and certified by the Principal), from any money due, or which may become due to the Contractor (whether under this Contract or any Contract) and/or from the Security (if any); 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.

28. TERMINATION FOR THE PRINCIPAL’S CONVENIENCE

28.1 The Principal may terminate this Contract 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.

28.2 Effect of Termination for convenience

28.2.2 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 Contract and its termination.

28.2.3 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 Contract by the Principal.

28.2.4 The Contractor must, wherever possible, include in all sub-contracts and supply Contracts an equivalent provision to this clause.

29. NO ASSIGNMENT OR NOVATION

29.1 The Contractor must not assign or novate this Contract without first obtaining the prior written consent of the Principal.

29.2 The Contractor acknowledges that the Principal may make financial checks on the entity proposing to take over this Contract before determining whether or not to give consent to the assignment or novation.

30. ISSUE RESOLUTION

30.1 General

30.1.1 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;
- (b) Expert Determination

30.2 Amicable Resolution

30.2.1 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 Contract or about any matter arising under or out of the Contract. The Issue Notice must be given within a reasonable time of the Party becoming aware of the issue.

30.2.2 If the Party giving the Issue Notice is the Contractor, and this issue has arisen under the Contract, it must give the Issue Notice to the Principal.

30.2.3 If the Party giving the Issue Notice is the Principal, it must give the Issue Notice to the Contractor.

- 30.2.4 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.
- 30.2.5 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.
- 30.2.6 A Party is not entitled to refer an issue to Expert Determination until 21 days after the giving of the Issue Notice.
- 30.2.7 A Party may only refer an issue to Expert Determination by giving notice in writing specifying the issue to be decided (“the Referral Notice”).
- 30.2.8 If the Party giving the Referral Notice is the Contractor it must give the Referral Notice to the Principal.
- 30.2.9 If the Party giving the Referral Notice is the Principal, it must give the Referral Notice to the Contractor.
- 30.2.10 If a Referral Notice has not been given within 28 days of becoming entitled under clause 31.2.6 then the issue is barred from Expert Determination or any other action or proceedings (including court proceedings).

31.3 Expert Determination

- 31.3.1 If a Referral Notice is given under clause 34.2, the expert is to be agreed between the Principal and the Contractor. 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.
- 31.3.2 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 Contract or the Contract as the case may be; or
 - (c) a person who the Parties have not been able to agree on.
- 31.3.3 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 1.
 - (d) any other matter which is relevant to the engagement.
- 31.3.4 The Parties must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own expenses.
- 31.3.5 The procedure for expert determination is set out in Schedule 1.
- 31.3.6 In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off, or counter-claim.
- 31.3.7 If the expert determines that one Party must pay the other an amount exceeding the \$100,000.00 (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.
- 31.3.8 Unless a Party has a right to commence litigation
 - (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.

32. PERFORMANCE OF CONTRACT DURING ISSUE RESOLUTION

- 32.1 The Parties agree to continue performing their obligations under this Contract while the issue is being dealt with.

33. WAIVER

- 33.1 A waiver in respect of a breach of a term of this Contract 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 Contract will not be interpreted as a waiver of that term.

34. SEVERABILITY

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

35. NOTICES

- 35.1 Notices must be sent to the other Party at the nominated address, or the address last notified to the other Party in writing, or in the case of the Contractor, at the Contractor's registered office.
- 35.2 All notices must be in writing and signed by the relevant Party and must be given either by hand delivery, post or facsimile transmission.
- 35.3 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.

36. STAMP DUTY

- 36.1 Stamp Duty, if any, shall be payable in full by the Contractor.

37. COUNTERPARTS

- 37.1 If there are a number of counterparts of this Contract, the counterparts taken together constitute one and the same instrument.

38. APPLICABLE LAW

- 38.1 This Contract is governed by the laws of the State of New South Wales and the Parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales and the Commonwealth of Australia.

39. RIGHTS CUMULATIVE

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

40. NO AGENCY/NO EMPLOYMENT/NO PARTNERSHIP

- 40.1 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.
- 40.2 Contractor personnel allocated for the purposes of the Contract shall operate under the following specific terms and conditions:

"The Contractor agrees that it will at all times hereafter indemnify and keep indemnified the Government against all actions, proceedings, claims and demands, costs, damages and expenses which may be levied, brought or made against the Government 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 Government".

41. SET-OFF/MONEY RECOVERABLE BY PRINCIPAL

41.1 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.

41.2 Any damages, costs and expenses recoverable by the Principal from the Contractor in consequence of the Contractor's breach of the Contract may be deducted from money then due to the Contractor under the Contract. 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 Contract between the Principal and the Contractor; or
- (b) recovered from any Security lodged with the Principal in accordance with clause 10.
- (c) recovered from the Contractor by the Principal in an appropriate court.

41.3 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.

42. SUSPENSION OF PAYMENTS

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

43. CONTRACTOR'S WARRANTIES (Services)

43.1 In relation to Deliverables that are services, the Contractor warrants that:

- (a) it will provide the Deliverables in accordance with the requirements of the Customer Contract and with due care and skill;
- (b) it will comply with all statements or representations as to the provision 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 subcontractors is correct;
- (d) it has established and will comply with and maintain during the Customer Contract, the quality assurance arrangements set out in the Tender; and
- (e) it will not enter into any arrangement that impedes or is likely to impede its performance of the Deliverables in a manner, and to a standard, that is satisfactory to the Customer without first obtaining the Customer's consent.

44. CONTRACTOR'S WARRANTIES (General)

44.1 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.

45. WARRANTY PERIOD

45.1 The Contractor shall remedy any error or defect in a warranted Deliverable that has been notified to it by a Customer during the Warranty Period at the Contractor's own cost and expense.

45.2 If the Contractor fails to remedy an error or defect in a warranted Deliverable within 30 days after notification by the Customer, the Customer may arrange for performance of the necessary remedial work by a third party at the Contractor's expense.

45.3 The rights and remedies provided in this clause are in addition to and do not limit any other rights of the Customer under the Customer Contract or otherwise at law.

46. SUB-CONTRACTING

The Contractor shall not sub-contract the whole, or any part, of the work under the Contract except:-

- (a) with the consent of the Contract Authority (which shall not be unreasonably withheld); and
- (b) on such conditions as the Contract Authority thinks fit; but the Contract Authority shall not be liable in any way whatsoever for refusing to consent under this subclause.

The consent of the Contract Authority to sub-contract shall not relieve the Contractor from any liability or obligation under the Contract.

Notwithstanding any consent given by the Contract Authority the Contractor shall be responsible for ensuring the suitability of a sub-contractor for the work proposed to be carried out and for ensuring that the work performed by the sub-contractor meets the requirements of the Contract as the case may be.

The tenderer is responsible for the performance of any sub-contractors and agents as well as contractual obligation contained in RFT.

47. SETTING OUT OF WORKS

- 47.1 On commencement of the contract, the contractor shall participate in a meeting to discuss and confirm all aspects of the scope of requirements and operational requirements for effective functionality of the contract.

48. MINIMUM INSURANCE REQUIREMENTS

- 48.1 The Contractor must 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 5(a) of Schedule 1 in respect of each claim; and
 - (b) workers' compensation insurance in accordance with applicable legislation for all the Contractor's employees; and

- 48.2 All policies of insurance must be effected with an insurer approved by the Principal (which approval will not be unreasonably withheld).
- 48.3 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.
- 48.4 All policies must:
- (a) include the Principal and any sub-contractor as a joint insured or additional named insured under the policy for the purposes of this Agreement. Exception to this requirement is Worker's Compensation Insurance policy. A reference to the Principal in the policy must be taken to include a reference to any Customer;
 - (b) require the insurer to notify the Principal at the same time as the insurer gives any notice concerning the policy, and at least 7 days before any proposed cancellation of a policy;
 - (c) provide that a notice of claim given to the insurer by the Principal, the Contractor or the sub-contractor will be accepted by the insurer as a notice of claim given by all of the insured; and
 - (d) contain a cross-liability clause.
- 48.5 The Contractor must, when requested in writing by the Principal, supply proof that all insurance policies required by this Agreement are current.
- 48.6 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 14.
- 48.7 If the Contractor fails to comply, 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.
- 48.8 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.

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

49. OCCUPATIONAL HEALTH SAFETY & REGULATION

- 49.1 The contractor will comply with the following OHS&R requirements in the performance of this Agreement:

- (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.

50. PRINCIPALS AND DRIVERS PERSONAL DETAILS

- 50.1 Criminal records checks will be conducted periodically during the term of the contract.
- 50.2 Approved contractors must advise the Local Area Command of any changes in principals and/or drivers including full details of both the contractor, nominated subcontractors and subcontracted drivers within three (3) working days.
- 50.3 Fingerprints taken to confirm identity will be destroyed within 24 hours of confirmation of identity.
- 50.4 Criminal record checks will be in accord with the same criteria utilised by the Towing Authority.

51. REQUEST FOR TOWING SERVICES

- 51.1 The contractor shall provide towing services for the purposes of the contract only as directed by NSW Police.
- 51.2 All requests for towing services placed by NSW Police during the currency of the Contract shall be fulfilled by the Contractor.
- 51.3 The scope of the towing services includes the removal of vehicles obstructing traffic (known as road clearance), stolen vehicles and vehicles confiscated by NSW Police.

52. TOWING AUTHORITY

- 52.1 The Contractor will be required to complete all details relating to each towing service as requested by NSW Police using the appropriate Towing Authority form in accordance with the Tow Truck Act 1999.

53. TOWING SERVICES - DETERMINATION OF RESPONSIBILITY FOR PAYMENT

- 53.1 Tows of private vehicles may be due to, driver absence for whatever reason, a stolen vehicle, owner requests a tow but does not nominate any particular firm, a road clearance or a confiscated vehicle.
- 53.2 The determination of the classification of the towing service for payment purposes, that is, the responsibility for payment of the towing costs, either by the NSW Police or the registered owner of the vehicle, shall be at the sole discretion of the NSW Police.
- 53.3 NSW Police will notify the registered owner the contract rates upon which charges are to be calculated by the contractor for the costs of towing and holding services deemed by NSW Police to be the responsibility of the registered owner of the vehicle.

54. REPORTING

- 54.1 The Contractor shall provide a holding yard register and shall provide a monthly inventory report of vehicles held, including number of vehicles, period of holding and any other information required by NSW Police.
- 54.2 The Contractor shall provide a current TTA schedule to the LAC each time their schedule or their subcontractors schedule is renewed and shall provide a list of current drivers or subcontracted drivers each time a driver is employed or leaves.

Schedule 1 Expert Determination Procedure

1. Questions to be determined by the Expert

- 1.1 The expert must determine for each issue the following questions (to the extent that they are applicable to the issue):
- 1.1.1 Is there an event, act or omission which gives the claimant a right to compensation under the Agreement:
- (a) for damages for breach of the Agreement, or
 - (b) otherwise in law?
- 1.1.2 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 Agreement, estoppel, waiver, accord and satisfaction, set-off, cross-claim, or other legal right?
- 1.1.3 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?
- 1.2 The expert must determine for each issue any other questions required by the parties, having regard to the nature of the issue.

2. Submissions

- 2.1 The procedure for submissions to the expert is as follows:
- 2.2 The Party to the Agreement 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.
- 2.3 The other party must respond within 15 business days after receiving a copy of that submission. That response may include cross-claims.
- 2.4 The Party referred to in clause 2.1 may reply to the response, but must do so within 10 business days after receiving the response, and must not raise new matters.

- 2.5 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.
- 2.6 The expert must ignore any submission, response, reply, or comment not made within the time given in clauses 2.2 to 2.5 of this Expert Determination Procedure, unless the Principal and the Contractor agree otherwise.
- 2.7 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.
- 2.8 All submissions, responses, replies, requests and comments must be in writing. If a Party to the Agreement gives information to the expert, it must at the same time give a copy to the other Party.

3. Conference

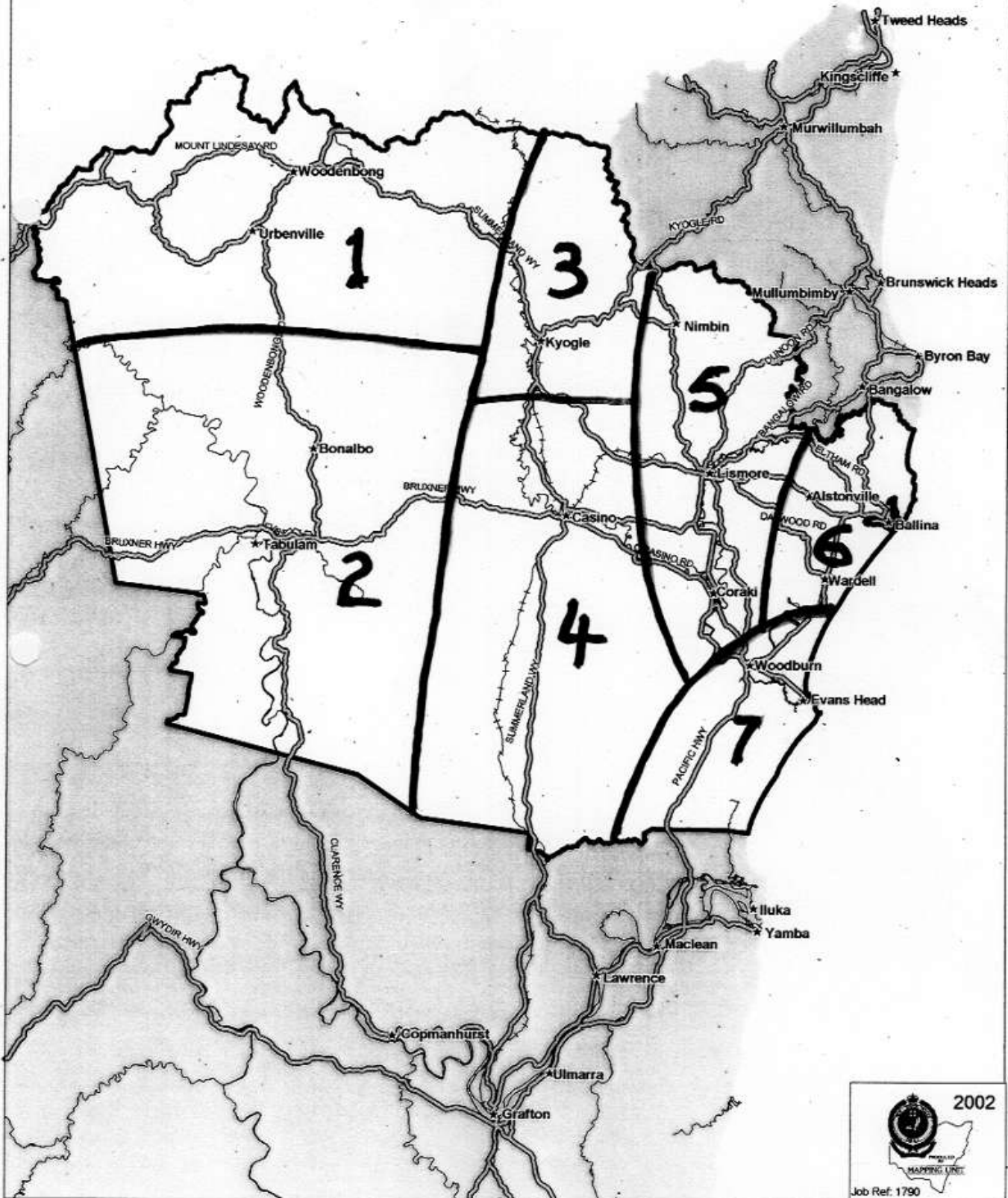
- 3.1 The expert may request a conference with both parties to the Agreement. The request must be in writing, setting out the matters to be discussed.
- 3.2 The Parties agree that such a conference is considered not to be a hearing which would give anything under this Expert Determination Procedure the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

4. Role of Expert

- 4.1 The Expert:
- 4.1.1 acts as an expert and not as an arbitrator
- 4.1.2 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
- 4.1.3 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 clause 2.2 of the Agreement.
- 4.1.4 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.

NORTHERN - RICHMOND LAC

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