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NSW Procurement – Contracting Services is a Business Unit of the NSW Department of Commerce

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

Request for Tender 0601823

Manufacture & Supply of Winter Jackets to NSW Police

Period: Two (2) years from Date of Acceptance with three (3) options to extend each by 12 months

Tender Issue Date: Monday, 4 September 2006

Closing Date: Wednesday, 4 October 2006

Closing Time: 9:30 am Sydney Time

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>.

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

Other matters should be directed to:

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

Manufacture & Supply of Winter Jackets to NSW Police

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PART A THE REQUIREMENT AND TENDER INFORMATION

1. OUTLINE DESCRIPTION OF THE REQUIREMENT

1.1 Scope (In Brief)

- 1.1.1 This Request for Tender ("RFT") covers the manufacture and supply of Winter Jackets to NSW Police and the fitting to the Jackets of patches, in accordance with the terms, conditions and specifications set out herein.
- 1.1.2 The winter operational jacket is required to be functional in all areas of New South Wales covering the alpine (Snowy) areas, the Great Dividing Range, the far west and the coastal strip from Victoria to Queensland borders.
- 1.1.3 The proposed contract will be for an initial two (2) year term. NSW Police may at its discretion extend the contract for three (3) further terms, each of twelve (12) months duration.
- 1.1.4 NSW Police will require the delivery of an estimated 6,000 jackets covering all sizes by 31 May 2007. It is estimated that 1,000 to 2,000 jackets will be required in years 2 and 3 of the Contract and up to 4,000 jackets will be required over the remaining term of the contract.
- 1.1.5 The agreement or agreements formed between NSW Police and Supplier or Suppliers as a result of this tender will be a Standing Offer or Standing Offers. A Standing Offer, of itself, creates no obligation between the NSW Police and the Supplier. However, once a Purchase Order (under the terms of the Standing Offer) is placed on a Supplier by the NSW Police and that Purchase Order is accepted by the Supplier a contract between the parties comes into force. The terms of the contract are those set out in the Standing Offer.

NOTES: Estimate annual requirements are to be found at Annex "B" to Part B.

1.2 Background

- 1.2.1 NSW Police has retained the services of Contracting Services to conduct this tender process.
- 1.2.2 The State Contracts Control Board, referred to elsewhere in this RFT as the "Board", is responsible for the conduct of the tender process, assisted by Contracting Services.

2. SUMMARY INFORMATION FOR TENDERERS

2.1 Interpretation

- 2.1.1 Definitions of terms used in Parts A to D of the RFT 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. The completed Part C forms the Tender.
- 2.2.2 Submit Part C in accordance with instructions in Part B. Part C contains the following:
 - Part C1 – Information supplied in response to Part B
 - Part C2 - Statement of Compliance with Specification (if applicable)
 - Part C3 – Schedule 1, Declaration re Outworkers; Schedule 2, Confirmation of Insurances
 - Part C4 – Acknowledgment and confirmation of Tender.

2.3 Contact Officers

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

For Contractual Enquiries

Name: Peter Mylonas
Phone: (02) 9372 9249
Fax: (02) 9372 7799
Email: peter.mylonas@comerce.nsw.gov.au

For Technical Enquiries

Name: Shane Evans
Phone: (02) 9645 9856
Fax: (02) 9645 9839
Email: evan2sha@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.

2.4 Nature of Standing Offer

2.4.1 The Requirement is to be met by a Standing Offer between the Principal and the successful tenderer in accordance with the terms set out in Part D.

2.4.2 The Standing Offer will be for a term of two (2) years and may be extended by three (3) further terms, each of twelve (12) months duration. Any extension shall be solely at the discretion of the Principal.

2.5 Selection of Suppliers

2.5.1 NSW Police's preference is to enter a Standing Offer with one Supplier only - a Supplier which can meet all NSW Police's requirements in relation to this Requirement.

2.5.2 Notwithstanding the terms of sub-clause 1, the Board reserves the right to appoint more than one Supplier to supply the Requirement or a part of the Requirement.

2.6 Eligibility to tender

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

2.6.2 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. In the case of Tenders received from trustees this may include a copy of the relevant trust deed. Any evidence requested is to be provided within three working days of the request.

2.6.3 The Board may submit any financial information provided by the Tenderer for independent financial assessment of the Tenderer's business.

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

2.6.5 If the Board judges the tenderer's financial position to be marginal, it 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.

2.7 Other Eligibility Requirements

- 2.7.1 A tenderer must supply its ABN (Australian Business Number) to be eligible to tender.
- 2.7.2 Tenders for the whole or part of the requirement may be considered.

3. WHERE TO OBTAIN THIS RFT

3.1 RFT copies

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

3.2 Hard copy

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

3.3 Electronic copy

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

3.4 RFT Purchase Price

3.4.1 The non-refundable purchase price for a hard copy of this RFT is \$110.00 inclusive of GST.

3.4.2 Payment may be made:

- (a) if purchasing from the Tenders Office, McKell Building, by cheque drawn in favour of the NSW Department of Commerce, or by credit card (MasterCard, Visa and Bankcard). Cash will not be accepted; or
- (b) if ordering a hard copy through the Department of Commerce eTendering website, by credit card (MasterCard, Visa and Bankcard).

3.5 Addenda to RFT

3.5.1 The Board, during the tender period may issue Addenda altering the RFT. In such cases, it is the obligation of the tenderer to verify if any addenda were issued prior to closing date, even if a tender has already been submitted. They must obtain a copy of all addenda as given in clause 3.5.2 or 3.5.3 as applicable.

3.5.2 Where a RFT has been acquired in a hard copy form, tenderers must contact the Contact Officer named under clause 2.3 of Part A or the Tenders Office (Level 8 McKell Building 2-24 Rawson Place Sydney, contact number: 9372-8900, e-mail: Tenders@commerce.nsw.gov.au).

3.5.3 Where a RFT has been acquired in an electronic form, tenderers must check the web site address, <https://tenders.nsw.gov.au/commerce> and download the Addendum.

3.5.4 It is mandatory for tender response to Question 11 in Part C to be completed. Failure to complete tender response Question 11 in Part C will result in your tender not being considered.

PART B THE TENDER PROCESS

4. DEFINITIONS OF TERMS USED IN PARTS A TO D

- 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 this RFT.

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

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

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

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

- inviting and accepting tenders;
- determining the conditions under which tenders are invited or accepted;
- entering into contracts on behalf of Departments and other public sector agencies; and
- on-going contract administration and management,

and includes the duly authorised delegates of the Board, including officers of NSW Supply.

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

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

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

“Compliance with the Outworkers Code” and **“Comply with the Outworkers Code”**, where used in clauses dealing with the Outworkers Code, mean that:

- (a) where Products applicable to the Outworkers Code have been produced or are to be produced in New South Wales, the tenderer has acted in accordance with all of the requirements of the Outworkers Code.
- (b) where Products applicable to the Outworkers Code have been produced or are about to be produced outside New South Wales, the tenderer has acted and will continue to act in accordance with all the requirements of the equivalent to the Outworkers Code in the place of manufacture. Where no equivalent to the Outworkers Code exists in that place of manufacture the tenderer has complied and will continue to comply with the Outworkers Code to the extent possible under the laws of that place.

“Conforming Tender” means a Tender that:

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

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

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

“Non-Conforming Tender” means a Tender that:

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

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

“Outworkers Code” means the NSW Government Code of Practice on Employment and Outwork Obligations for Textile Clothing and Footwear Suppliers 1998.

“Principal” means the NSW Police.

“Products” means the goods and/or services sought under this RFT, as detailed in the Specification.

“Requirement” means the requirement for goods and/or services to be met by the tenderers and detailed in the Specification.

“RFT” means the Request for Tender.

“Specification” means the detailed description of the required goods and/or services contained in Annex “A” to Part B.

“Supplier” means the tenderer as a party to the proposed Standing Offer.

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

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

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 completed Part C, in particular those Tenders which do not contain sufficient information to permit a proper evaluation to be conducted, 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 for Products which are of at least the same standard and potential as those described in the Specification at Annex “A” to Part B.

5.1.4 The Board may assess an Alternative Tender against the selection criteria.

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 which are of at least the same standard and potential as those described in the Specification at Annex “A” to Part B.
- ; 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.
- 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.
- 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 Lodgement of Samples by tenderers

- 5.4.1 Tenderers are required to submit with their tender a swatch of the fabric being offered, as well as a similar styled sample jacket (not necessarily of the fabric being offered) to provide physical evidence of the quality and workmanship of the garments they are able to produce.

5.5 Tenderer’s viewing of samples held by NSW Police

- 5.5.1 Tenderers will be able to view, by appointment, sample Winter Jackets currently held by NSW Police at Uniform Services, Unit 1, Block N, Commercial Drive, Regents Park.
- 5.5.2 In order to arrange a viewing of samples please contact:

Name: Shane Evans
Phone: (02) 9645 9856
Fax: (02) 9645 9839
Email: evan2sha@police.nsw.gov.au

5.6 Addenda to this RFT before close of Tenders

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

5.6.3 In each case, an Addendum becomes part of the RFT.

5.7 Tenderers to inform themselves

5.7.1 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 Standing Offer.

6. PREPARATION OF TENDER – POLICY REQUIREMENTS

6.1 Procurement Policy – introduction

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

- (a) NSW Government Procurement: Policy:
<http://www.treasury.nsw.gov.au/pubs/tpp2004/tpp04-1.pdf>

6.2 Code of Practice for Procurement

6.2.1 Tenderers must comply with the NSW Government Code of Practice for Procurement, which is available at:

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

6.2.2 Lodgement of a tender will itself be an acknowledgement and representation by the tenderer that it is aware of the requirements of the Code, that the tenderer will comply with the Code and that the tenderer agrees to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any agreement that may be awarded.

6.2.3 If a tenderer has failed to comply with the Code, this failure will be taken into account by the Board when considering its tender or any subsequent tender and may result in this or any subsequent tender being passed over without prejudice to any other rights or action or remedies available to the Board.

6.3 Occupational Health Safety & Rehabilitation

6.3.1 Tenderers must comply with the following OHS&R requirements in the performance of any Standing Offer agreement awarded:

- (a) The Occupational Health and Safety Act 2000 (NSW) and any regulation made under this Act, including the OHS Regulation 2001; and
- (b) Codes of Practice, approved and issued pursuant to the above Act and/or regulations made under the Act.

6.3.2 Tenderers must ensure that the Tenderer's Sub-Contractors will comply with the OHS&R requirements listed in 6.3.1 in the performance of any Standing Offer agreement awarded.

6.3.3 Tenderers must indicate in Part C, compliance with their OHS&R obligations.

6.4 Environmental Management

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

6.5 Outworkers Code

6.5.1 In relation to supply of textile articles, clothing, footwear, and related goods and components, all tenderers must comply with the relevant clauses of the NSW Government Code of Practice for Procurement and the associated implementation Guidelines. These documents can be viewed and downloaded from the following hyperlinks:

- 1) [Code of Practice for Procurement](#)
- 2) [Implementation Guidelines on Employment and Outwork Obligations for Textile, Clothing, and Footwear Suppliers 1998.](#)

6.5.2 As stipulated in the Code of Practice for Procurement, tenderers must submit a statutory declaration as per Appendix A to the Implementation Guidelines on Employment and Outwork Obligations for Textile, Clothing, and Footwear Suppliers 1998. The statutory declaration should be attached to the completed Part C3, Schedule 1, or in the case of an electronic Tender, provided in hard copy as a precondition to acceptance. Unless the statutory declaration is provided or, in the case of an electronic Tender, is provided in accordance with Part C3, Schedule 1, a Tender will not be considered for acceptance.

6.5.3 Where goods have been produced or are to be produced outside New South Wales the tenderer must provide evidence of compliance to the Code of Practice for Procurement by way of statutory declaration, again, attached to the completed Part C or in the case of an electronic Tender, provided in hard copy as a pre-condition to acceptance, that:

- (a) It has acted and will continue to act in accordance with all the requirements of the equivalent to the Code of Practice for Procurement in the place of manufacture, and
- (b) Where no equivalent of the Code exists in that place the tenderer has complied and will continue to comply with the Code of Practice for Procurement to the extent possible under the laws of that place.

6.5.4 If awarded the Standing Offer agreement, the tenderer must ensure that a copy of the Code of Practice for Procurement and the relevant implementation guidelines are available to all parties related to the Standing Offer agreement, including subcontractors, agents, suppliers and outworkers. The Outworkers Code is available in English, Vietnamese and Chinese.

6.6 Economic Development through Government procurement

6.6.1 Economic development is a key policy objective in all government procurement. This objective may incorporate policies regarding:

- (a) the giving of purchasing preferences to Deliverables of Australian and New Zealand origin;
- (b) local industry participation, and;
- (c) Small to Medium Enterprise (SME) involvement, employment and workforce development.

6.6.2 Policies of particular relevance to this procurement are drawn to tenderers' attention in this clause 6. Further details are to be found in the NSW Government Procurement Policy and from sources identified in this clause.

- 6.6.3 Tenderers are encouraged to take up the services offered by the Industry Capability Network (NSW) Ltd (ICN) to assist in maximising the local content of tenders. The ICN is a business advisory service, managed by industry and funded by the NSW Government, primarily to assist business and buying organisations to source their requirements from local producers who can provide goods, equipment and services against imports. The ICN provides a free service of identifying the supply capabilities of Australian manufacturers and import replacement. The ICN also assists in the preparation of Local Industry Participation Plans. Contact details are given below.

ICN (NSW) Ltd
Suite 313 Henry Lawson Business Centre
Birkenhead Point
Drummoyne NSW 2047

Phone: (02) 9819 7200
Fax: (02) 9181 3321
E-mail: enquiry@icnsw.org.au
Website address: www.icnsw.org.au

- 6.6.4 The Board makes no representation or promise in relation to the suitability or otherwise of any advice or assistance offered by the ICN or its compliance with the Board's requirements.

6.7 NSW Government Purchasing Preference Scheme

- 6.7.1 The NSW Government has directed its departments and declared agencies to give preference to goods (and related services) of Australian and New Zealand origin. The NSW Purchasing Preference Scheme supports Australian manufactured products and services in preference to imports. Certain eligible country based suppliers are given additional preference above all other suppliers. Preferences are only used for the purposes of tender evaluation and no actual costs are incurred by Suppliers or client agencies.
- 6.7.2 The Preference Scheme is implemented by evaluating Tender Prices in accordance with the clauses below.

Preference – Australian and New Zealand Content

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

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

- 6.7.4 No preference margin is applied when assessing Tenders for the provision of services alone.
- 6.7.5 Tenderers are required to provide details of the imported (non-Australian and New Zealand) content in the Price Schedule and to make available records (as and when required) to substantiate imported or local content claims. Tenderers must also include detailed statements from their sub-contractors on the imported content of the goods and related services they are offering.
- 6.7.6 The imported content of goods and related services is the estimated duty paid value, inclusive of the value of any services, for example overseas freight and insurance, consultancy or engineering effort, or any charges of overseas origin, together with customs clearing charges.

NSW Country Industries Preference Scheme

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

- 6.7.8 For preference to be applied to a Tender under the CIPS:
- (a) the tenderer must be registered with the Department of State and Regional Development as a country manufacturer under the Country Industry Preference Scheme (Tel 02 9338 6717) before the Closing Date and Time for Tenders;
 - (b) The tenderer must quote its Preference Registration Number allocated by the Department of State and Regional Development and the applicable preference margin in the space provided in Part C of this RFT;
 - (c) The goods being sought are those for which the tenderer is registered; and
 - (d) The tenderer is tendering as the prime Supplier.
- 6.7.9 The Country Industries Preference Scheme is intended primarily to benefit manufacturers located outside the metropolitan areas of the State which, in comparison with their city-based competitors, suffer definable economic disadvantages which can be directly attributed to their country location. The preference applies on the following basis to approved manufacturing industries located outside the county of Cumberland, the Cities of Newcastle, Wollongong, Penrith and Liverpool and the Municipality of Camden:
- (a) in the Cities of Maitland, Greater Cessnock and Blue Mountains, the Municipalities of Kiama and Shell harbour and the Shires of Port Stephens, Lake Macquarie, Gosford, Wyong, Wollondilly, Wingecaribee and that part of the Shire of Hornsby which was previously part of the Shire of Colo: maximum preference of 2.5%.
 - (b) elsewhere in New South Wales: maximum preference of 5%.
- 6.7.10 Further details of the NSW Purchasing Preference Scheme, and an application for registration under the Country Industry Preference Scheme, can be obtained from:

Department of State and Regional Development
 Regional Development Division
 225 George Street
 Level 43
 Grosvenor Place
 SYDNEY 1200
 Telephone: (02) 9338 6717
 Facsimile: (02) 9338 6726
 Website address:

www.dpws.nsw.gov.au/NR/rdonlyres/ecufn2722d4anbl464l6knvz4d7stllxzkqj2kclauhfxpfbqd6ndphucroflqsuas24astfwx5njy4ym2gkbxgiexa/NSW+Government+Preference+Scheme.pdf

6.8 Small to Medium Enterprise (SME) involvement

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

6.9 Regional Development

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

6.10 Compliance with relevant legislation and standards

6.10.1 In all cases the Products tendered must comply with the relevant Act, codes and other regulations governing packaging and labelling.

6.10.2 Certificate of compliance with relevant Standards

- (a) Tenderers are required to provide evidence of compliance with Standards requirements as laid down by State or Federal Authorities, where relevant.
- (b) In all cases where Australian Standards exist, tendered products should conform to such Standards. Tenderers are at liberty to offer items that comply with other recognised international Standards. However, where any inconsistencies exist between other Standards offered and the Australian Standards specified, full details of the inconsistencies are to be stated in the tender response.
- (c) Tenderers are required to attach to their tender certification from an approved testing authority which confirms that the tendered items meet the relevant Australian or nominated overseas or International Standard.

6.11 Electronic Procurement (smartbuy®)

6.11.1 Department of Commerce/Government Procurement Delivery Systems actively encourages all SCCB suppliers to register with smartbuy® to facilitate NSW government agencies to view and purchase goods and services on line. The Client Services Unit in the Government Procurement Delivery Systems branch provides support services for all suppliers in completing the supplier enrolment process thereby offering maximum exposure of suppliers' items to the government market. The steps required for getting established in the smartbuy® system are outlined below.

6.11.2 The NSW Government has placed a heavy focus on the use of electronic procurement to move significant volumes of NSW Government purchasing through smartbuy®.

6.11.3 smartbuy® is an electronic procurement system, maintained on behalf of the NSW Government. smartbuy® is located at <http://www.smartbuy.nsw.gov.au>.

6.11.4 smartbuy® enables eligible clients to electronically procure goods and services, generally on terms established in Government Contracts. It is intended that all goods and services provided under the Board's Standing Offer Agreements will be browsed, searched and where appropriate, purchased online via smartbuy®.

6.11.5 All successful tenderers are required to accept Orders and other business documents and communications by electronic communication in accordance with the Electronic Transactions Act (NSW) 2000. More information on the NSW Government's policy about electronic procurement and smartbuy® can be seen at:

a) <http://www.smartbuy.nsw.gov.au> and

b) <http://www.dpws.nsw.gov.au/About+Us/Publications/Government+Procurement+Publications.htm>

Participating in smartbuy® and smartbuy® enrolment process:

6.11.6 Successful tenderers will be required to enrol with smartbuy®, which is a three step exercise conducted by the Government Procurement Delivery Systems. The first step for a successful tenderer is to register the organisation online, through the smartbuy® website. The tenderer is required to review and sign the smartbuy® Supplier Agreement and participation Rules. A copy of these documents can be requested by contacting the smartbuy® Helpdesk on 1800 003 985 or smartbuy-infocentre@commerce.nsw.gov.au

- 6.11.7 The second step is for the nominated smartbuy® Supplier Administrator to attend smartbuy® training. This training can be conducted online via the smartbuy® website, or at one of the regularly scheduled training sessions.
- 6.11.8 The final step is to have the catalogue content prepared, submitted, reviewed, confirmed and loaded into smartbuy®.
- 6.11.9 On completion of the enrolment process, the Supplier Administrator will be issued with a log on. This will provide access to their catalogue information as held in smartbuy®, from which buyers will be able to view and purchase.

Additional supplier establishment Requirements

- 6.11.10 In addition to enrolling in smartbuy®, as explained above, successful tenderer organisations will be required to:
 - a) submit specified information about themselves and the Deliverables to which the Standing Offer Agreement applies, to the Government Procurement Delivery Systems, and keep this information up to date;
 - b) provide pricing/product information in the specified electronic format; the format will be provided to successful Tenderers at the time of notification of acceptance of their tender response; or
 - c) if applicable, provide access to tendered products through an externally hosted catalogue. Tenderers are advised that where OCI protocol is used, the outbound and any inbound requests should fully comply with OCI version 2.0B and version 3.0.

smartbuy® Operational Requirements

- 6.11.11 The smartbuy® solution is comprised of a number of procurement-related applications and services including the smartbuy® CONNECT. smartbuy® CONNECT is based on an IBM MQ Series platform, and is a full service B2B hub offering a wide range of integration, document transformation and trading partner management capabilities.
- 6.11.12 smartbuy® CONNECT is tightly integrated to the smartbuy® TRADE, and may be connected to Agencies and Suppliers via a number of integration mechanisms. The transmission types and document formats for the different integration options are explained in more detail below.
- 6.11.13 All electronic documents transmitted through smartbuy® are routed via smartbuy® CONNECT. smartbuy® CONNECT may also be used for document transmission directly between Agencies and Contractors, without passing through the smartbuy® TRADE.
- 6.11.14 The successful tenderer will be required to transmit documents in accordance with the transmission types and document formats detailed below:

smartbuy® CONNECT supports the following business documents:

- a) PO
- b) PO Change
- c) PO Acknowledgement
- d) Receipt
- e) Receipt Change
- f) Advanced Shipping Notice
- g) Invoice
- h) Technical Message Acknowledgement

smartbuy® CONNECT Trading Channels

6.11.15 The following Transmission Types and Document Types can be received by the smartbuy® CONNECT. The combination of Transmission Type and Document Type is termed a Trading Channel:

Transmission Type	Document Type	Trading Channel
HTTPS	xCBL3.0 (XML)	HTTPS/xCBL3.0
HTTPS	CSV	HTTPS/CSV
FTP	CSV	FTP/CSV
Email (SMTP)	PDF	Email/PDF
Fax	PDF	Fax/PDF

smartbuy® Security

6.11.16 smartbuy® is committed to a high level of security, and is working towards full AS/NZS7799 accreditation. smartbuy® security systems have been created to protect buyers, suppliers and information maintained on or transmitted from or to smartbuy®.

6.11.17 Key elements of the security regime include:

- a) Data Centre certified to BS7799, ASIO T4 rating and Suntone 2 Accreditation;
- b) Robust firewalls;
- c) Multi level system design;
- d) Virus protection using Sophos Anti Virus software;
- e) Password protection and restricted access permissions;
- f) Intrusion detection systems;
- g) Audit trails of user activities;
- h) Where encryption is used, HTTPS protocol with 128 bit technology has been selected;
- i) Programme of system upgrades to ensure security compliance.

7. PREPARATION OF TENDER

7.1 Price Schedule

7.1.1 Complete the Price Schedule at Part C1.

7.2 Calculating the Tender Price

7.2.1 General

7.2.1.1 The Tender Price must:

- (a) be in Australian dollars;
- (b) cover all costs of performing the Standing Offer, including the cost of fabric and other materials, packing and delivery;
- (c) include Goods and Services Tax if it is payable and all other applicable taxes, duties and charges at the rates applicable at the Closing Date and Time for Tenders;
- (d) include all costs associated with the preparation and submission of the Tender.

7.3 Price Variation

7.3.1 The tenderer may determine the Tender Price on the basis of one or more of the two options below. The tenderer will be asked to indicate which option(s) is or are selected in Part C1, either:

- (1) Firm for the **entire duration** of the Standing Offer, two years (2) plus, if exercised, three (3) 12-month optional extension periods.
- (2) Firm for the first 12 months of the term of the Standing Offer then subject to review at the end of that period and each 12 months thereafter, including for any extension period following based on variations in **labour and material** factors.

7.3.2 If option (2) is selected, variation will be on the basis of the following formulae.

Labour and Material Factors

$$CP = CPo \times \left[0.1 + \frac{Y(L)}{Lo} + \frac{Z(M)}{Mo} \right]$$

Where:

CP = Current Contract Price.

CPo = Contract Price at start date.

Y = The Labour Factor, expressed as a decimal, being the proportion of the Contract Price subject to variation by labour costs.

L = The Weekly Award Rate of pay, or the Effective Award Hourly Rate (EAHR) calculated in accordance with the EAHR formula detailed hereunder, for the category of labour primarily employed on the Standing Offer, most recently published at the date of application for price variation.

Lo = The Weekly Award Rate of pay, or the EAHR calculated in accordance with the EAHR formula detailed hereunder, for the category of labour primarily employed on the Standing Offer, most recently published 21 days before tender closing.

Z = The Materials Factor, expressed as a decimal, being the proportion of the contract price subject to price variation by materials costs.

M = Materials Cost Index most recently available at the date of application of price variation.

Mo = Materials Cost Index, corresponding to the index used for "M", most recently available twenty-one days before tender closing date.

Note: Y (Labour Factor) and Z (Material Factor) must be expressed as a decimal and together, must total 0.9.

EAHR Formula:

Tenderers may elect to use, instead of the weekly award rate of pay in the above formula, an "Effective Award Hourly Rate" (EAHR) which is determined by the following formula. If the award rate of pay is nominated for L and Lo, then this formula does not apply.

$$EAHR = \frac{AW}{HW} \times \frac{(52 + LL)}{(52 - LA)} \times (1 + WC + PT + S)$$

Where:

AW = Weekly award rate of pay for the labour primarily engaged in the Standing Offer, including industry allowances and site-specific allowances approved by the appropriate State or Commonwealth Authority.

HW	=	Award hours per week.
LL	=	Award annual leave loading (expressed as a decimal) multiplied by the number of days paid recreation leave covered by the award divided by 5.
LA	=	Award leave allowance divided by 5.
WC	=	The recommended rate (expressed as a decimal) of contribution of Workers Compensation in accordance with the relevant legislation.
PT	=	Payroll tax percentage (expressed as a decimal).
S	=	Rate of employer's superannuation as a percentage of the employees' wages in accordance with the relevant award (expressed as a decimal).

7.4 GST Free or Input Taxed Supplies

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

7.5 Minimum Tender Validity Period

- 7.5.1 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

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

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

- (a) by delivery into the Tender Box:

- (1) It must be marked:

Tender Box
NSW Department of Commerce
Level 3, McKell Building
2-24 Rawson Place
Sydney NSW 2000

- (2) If delivery personnel requires a signature as evidence of Delivery, the Tender must be delivered between 8:30 a.m. and 4:30 p.m., Mondays to Fridays (except public holidays).

- (b) by post, addressed to:

Tender Box
NSW Department of Commerce
Level 3, McKell Building
2-24 Rawson Place
Sydney NSW 2000

- (c) by facsimile to (02) 9372 8974

- (d) by electronic lodgement through the NSW Department of Commerce *eTendering* website at <https://tenders.nsw.gov.au/commerce/>

8.1.3 If a tenderer intends to submit electronically through the NSW Department of Commerce *eTendering* website or by facsimile, the following must be considered:

- (a) The facsimile machine and NSW Department of Commerce *eTendering* website are at peak use on the morning when Tenders close.
 - 1) Due to the limitations of these means of communication it may take longer to lodge a Tender near Closing Date and Closing Time than at other times.
 - 2) When lodging by facsimile or through the NSW Department of Commerce *eTendering* website, it is recommended that a Tender be lodged well in advance of the Closing Date and Closing Time.
 - 3) A tenderer must determine whether lodgement of a Tender by facsimile or through the NSW Department of Commerce *eTendering* website is appropriate.
- (b) The facsimile machine and the NSW Department of Commerce *eTendering* website may experience difficulties in accepting a large Tender. A tender lodged via the NSW Department of Commerce *eTendering* website should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. A tenderer is referred to cl. 8.2.4(b) for instructions as to compressing electronically submitted Tenders.
 - (1) In order to comply with cl. 8.1.3(b), an electronic Tender may be supported by documents in hard copy or on CD-ROM.
 - (2) Supporting documents, to be submitted in hard copy or on CD-ROM, may be designated throughout the RFT. Supporting documents may include, but are not limited to, statutory declarations, certificates, and company brochures.
 - (3) If submitting an electronic tender with supporting documents:
 - a) The complete Tender, including the supporting documents, must be submitted by Closing Date and Closing Time, and
 - b) Supporting documents should be clearly designated as “Supporting Documents to RFT 0601823.”

8.1.4 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” under cl. 5.1.
- (b) In the event that a Tenderer fails to designate whether a submission is a Copy or a Variation, the latest Tender received in the NSW Department of Commerce Tender Box will be deemed as the definitive submission.

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

8.2 Electronic Tenders to the NSW Department of Commerce *eTendering* website

- 8.2.1 A tenderer is strongly encouraged, although not required, to lodge its Tender electronically through the NSW Department of Commerce *eTendering* website at <https://tenders.nsw.gov.au/commerce>. A tender submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000* (NSW), and given no lesser level of confidentiality, probity and attention than Tenders lodged by other means.
- 8.2.2 A tenderer, by electronically lodging a Tender, is taken to have accepted conditions shown in the Conditions of Tendering and on the NSW Department of Commerce *eTendering* website.
- 8.2.3 A tenderer must follow the following directions:
- (a) RFT for which electronic lodgement is available through the website can be identified by the blue "Lodge a Response" button on the web pages for the RFT.
 - (b) To lodge a Tender electronically, the files containing the Tender Response must be up-loaded through the website. Access to the up-loading process is through the blue "Lodge a Response" button, then follow the steps and instructions on the NSW Department of Commerce *eTendering* website and any instructions which may have been supplied with the RFT Summary and/or Respondable Copy.
- 8.2.4 A tenderer must observe the following format for submissions:
- (a) An electronically lodged Tender must be lodged in a file format which can be read, formatted, displayed and printed by Microsoft Word 97, or any format required by the RFT.
 - (b) If a tenderer compresses files, it must be possible to decompress them using WinZip. A tenderer must not submit self-extracting (*.exe) zip files.
 - (c) A tenderer must not change pre-existing text in the RFT other than to insert the required information.
- 8.2.5 Signatures are not required for a Tender submitted to the NSW Department of Commerce *eTendering* website. A tenderer must ensure that a Tender is authorised by the person or persons who may do so on behalf of the Tenderer and appropriately identify the person and indicate the person's approval of the information communicated.
- 8.2.6 Electronically submitted Tenders may be made corrupt or incomplete, for example by computer viruses. The Board may decline to consider for acceptance a Tender that cannot be effectively evaluated because it is incomplete or corrupt. Note that:
- (a) To reduce the likelihood of viruses, a tenderer must not include any macros, applets, or executable code or files in a Tender.
 - (b) A tenderer should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
- 8.2.7 If a tenderer experiences any persistent difficulty with the NSW Department of Commerce *eTendering* website in submitting a Tender or otherwise, it is encouraged to advise the Contact Officer. A tenderer should note:
- (a) There are usually alternative Tender lodgement methods described in the RFT. It is always the tenderer's responsibility to lodge the Tender by Closing Date and Closing Time.

- (b) If there is a defect or failure of the NSW Department of Commerce *eTendering* website and the Board is advised, the Tender Closing Date and Closing Time may be extended provided that, in the view of the Board, the tender process will not be compromised by such an extension.

8.3 Custody of Tenders after receipt

- 8.3.1 *All hard copy tenders submitted (and any accompanying CD-ROMS or floppy disks) are kept in the NSW Department of Commerce Tender Box, which is a locked tender box, until after Closing Date and Closing Time.*
- 8.3.2 Tenders lodged electronically to the NSW Department of Commerce Tenders website will be treated in accordance with the *Electronic Transactions Act 2000* (NSW) and given no lesser level of confidentiality, probity and attention than Tenders lodged by other means.
 - (a) 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

- 8.4.1 In accordance with the requirements of the [NSW Government Code of Practice for Procurement](#), Late Tenders will not be considered except when the Board is satisfied that the integrity and competitiveness of the tendering process will not be compromised.
- 8.4.2 Normally, Late Tenders will not be considered for acceptance if they are:
 - (a) hand delivered, including hand delivered by courier; or
 - (b) received through Australia Post unless the envelope is clearly postmarked before the Closing Date and Time; or
 - (c) received through Australia Post with only the tenderer’s own franking machine on the envelope; or
 - (d) received by electronic communication (facsimile or over the internet) and the dispatch of the electronic communication of the Tender has occurred after the Closing Date and Time, including where delay may be due to the receiving facsimile or internet facility being engaged, faulty or otherwise inoperative.

8.5 Extension of the Closing Date and Time

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

9. EVALUATION OF TENDERS

9.1 General

- 9.1.1 Tenders will be assessed against the selection criteria listed below, which are not necessarily exhaustive, in order of significance or to be given equal weight.
- 9.1.2 Information supplied by the tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the selection criteria listed in this RFT.

- 9.1.3 If any criterion or sub-criterion is stated to be “mandatory” a failure by the Tender to comply with the intent of that criterion or sub-criterion will result in automatic exclusion of the Tender without further consideration.
- 9.1.4 The Evaluation Committee reserves the right to consult nominated referees and appropriate authorities, and to have independent financial credit/financial checks undertaken to satisfy itself as to the suitability of the tenderer.
- 9.1.5 As part of the tender evaluation process, tenderers may be called upon at their own expense to make a presentation of their proposal to the committee as part of the evaluation phase.
- 9.1.6 Details made available by tenderers during any presentation shall contribute towards the assessment of tenders
- 9.1.7 Tenderers shall note that their premises and facilities may be inspected during the tender evaluation phase. Reasonable notice will be provided to tenderers of any proposed inspection. Inspections will be carried out between the hours of 9.00 am to 5.00 pm Monday to Friday.
- 9.1.8 The lodging of a tender for this requirement will be taken as an acknowledgment and acceptance of the above. Failure by any tenderer to agree to an inspection may result in its tender not receiving further consideration.

9.2 Selection criteria

- 9.2.1 Before making its recommendation to the Board, the Tender Evaluation Committee will consider tenders against the following selection criteria:
 - (a) the tenderer's (and any sub-contractor's) ability to manufacture in accordance with the specifications and nominated Australian, New Zealand and international Standards (generally as per the terms of the Specification at Annex “A” to Part B;
 - (b) the tenderer's submission of a indicative sample which includes a fabric swatch that complies with the specifications and Standards nominated in this RFT (See Specification at Annex “A” to Part B);
 - (c) the tenderer's capacity and capability to supply Winter Jackets and including made to measure services in the required quantities, within the required timeframes (**MANDATORY**);
 - (d) the tenderer's (and sub-contractors') capacity and experience in the manufacture and supply of similar requirements;
 - (e) the tenderer's financial stability;
 - (f) the tenderer's compliance with the proposed Conditions of Agreement, stated in Part D;
 - (g) the tenderer's compliance with NSW Government procurement and other relevant policies;
 - (h) the tenderer's demonstrated compliance with the Outworkers Code and other Codes incorporated in this RFT;
 - (i) satisfactory site inspection, if necessary, and referees' reports;
 - (j) the long-term total cost to the NSW Police of the various tenders, taking account of tendered price and, if nominated, proposed price variations during the term of the Agreement;
 - (k) Sourcing of materials and the effect of the NSW Government Purchasing Preference Scheme on all tenders; and
 - (l) adequacy of the tenderer's arrangements concerning the security of patches (refer clause 14 of Part D).
- 9.2.2 The selection criteria listed above are not in hierarchical order.
- 9.2.3 Tenderers are required to respond to all selection criteria by completing all aspects of Part C and the declarations regarding the Outworkers Code in Part C, Schedule 1.

- 9.2.4 Using the selection criteria listed at 9.2.1, the Tender Evaluation Committee will determine which tenders offer NSW Police continuity of supply and best value for money.

9.3 Variation of Tenders

- 9.3.1 At any time before the Board accepts any Tender received in response to this RFT, a tenderer may, subject to cl.9.3.2, vary its Tender:

- (a) by providing the Board with further information by way of explanation or clarification;
- (b) by correcting a mistake or anomaly; or
- (c) by documenting agreed changes to the Tender negotiated under cl.10.1 of this Part.

- 9.3.2 Such a variation may be made either:

- (a) at the request of the Board, or
- (b) with the consent of the Board at the request of the tenderer;

but only if,

- (c) in the case of variation requested by the tenderer under cl.9.3.1(a)-(b), it appears to the Board reasonable in the circumstances to allow the tenderer to provide the information or correct the mistake or anomaly; or
- (d) in the case of variation under cl.9.3.1(c), the Board has confirmed that the draft-documented changes reflect what has been agreed.

- 9.3.3 If a Tender is varied in accordance with cl. 9.3.1(a) or (b), the Board will provide all other tenderers whose Tenders have similar characteristics with the opportunity of varying their Tenders in a similar way.

- 9.3.4 A variation of a Tender under cl. 9.3.1 will not be permitted if in the Board's view:

- (a) it would substantially alter the original Tender; or
- (b) in the case of variation under cl.9.3.1(a) or (b), it would result in the revising or expanding of a Tender in a way that would give a tenderer an unfair advantage over other tenderers.

9.4 Exchange of information between government agencies

- 9.4.1 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 Standing Offer 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 Standing Offer or termination of a contract or Standing Offer.

- 9.4.2 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.

- 9.4.3 In the evaluation of Tenders, the Board may take into account any information about the tenderer that the Board receives from any source.

- 9.4.4 To avoid doubt, information which 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.

- 9.4.5 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.
- 9.4.6 The successful tenderer's performance of the Standing Offer may 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.

9.5 Corrupt or unethical conduct

- 9.5.1 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,
- (d) not complied with the requirements of Commerce Business Ethics Statement.

this may result in the Tender not receiving further consideration.

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

10. OUTCOMES

10.1 Negotiations before determination of outcome

- 10.1.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiation with preferred tenderers, including those who have submitted Alternative Tenders or who have submitted substantially Conforming Tenders, to mutually improve outcomes.
- 10.1.2 The Board will generally not enter into negotiations on the standard conditions of contract contained in Part D.

10.2 Acceptance or rejection of Tenders

- 10.2.1 The Board may accept all or any part or parts of any Tender or Tenders, including, in accordance with cl. 5.1, any Alternative Tender or other Non-Conforming Tender.
- 10.2.2 The Board is not bound to accept the lowest or any Tender.
- 10.2.3 If the Board rejects all the Tenders received it may:
 - (a) invite fresh Tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new Tenders), or

- (b) conduct post-tender negotiations in accordance with cl. 10.6.

10.3 Discontinuance of the Tender process

- 10.3.1 In addition to its rights under cl. 10.2, the Board reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of Tenders.
- 10.3.2 *The Board will not be liable for any losses suffered by a tenderer as a result of discontinuance of the tender process, including costs of tendering.*

10.4 Notification of outcome

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

10.5 Entry into Standing Offer agreement

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

10.6 Post Tender negotiations in the event all Tenders are rejected

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

10.7 Complaints

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

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

10.8 Disclosure of information concerning successful and unsuccessful Tenders

- 10.8.1 In accordance with NSW Government Policy to publicly disclose details of its contracts, the Board may publish the following information about a Standing Offer agreement awarded under this RFT:
- (a) Details of the Standing Offer (description of project to be completed or goods/services to be provided or property to be transferred; commencement date of the Standing Offer; the term of the Standing Offer);
 - (b) The full identity of the successful tenderer including details of cross ownership of relevant companies;
 - (c) The price payable by the agency and the basis for future changes in this price;
 - (d) The significant selection criteria used in Tender assessment and their weightings;
 - (e) Provisions for re-negotiation (where applicable).
- 10.8.2 The Board will not disclose the following information about any Standing Offer agreement awarded under this RFT unless the tenderer agrees, or release is determined under the *Freedom of Information Act 1989* or is otherwise legally required:
- (a) The Contractor's financing arrangements;
 - (b) The Contractor's cost structure or profit margins;
 - (c) Items of the Contractor having an intellectual property characteristic (eg. non-tangible property that is the result of creativity, such as patentable ideas or inventions, trademarks, copyrights, etc.);
 - (d) Any other matters where disclosure would, in the Board's view, place the Contractor at a substantial commercial disadvantage with its competitors both at the time of entering into the Standing Offer agreement and at any later date when there would be an effect on future competitive arrangements.
- 10.8.3 A tenderer may request that the Board not disclose particular information included in its Tender but must give the reasons for requesting this. The Board will advise a tenderer in contention for a Standing Offer agreement what information it agrees not to disclose (unless legally required to do so). If the Board and a tenderer cannot agree about what should be disclosed, the Board will seek the advice of the Chair of the Board. The Board's decision is however final and is at the Board's absolute discretion. Neither a decision by the Board, nor a recommendation by the Chair of the Board under this paragraph is a decision that falls within any dispute resolution procedures specified in Part D.
- 10.8.4 The Board may publish the identities of all tenderers, but will not disclose other information included in an unsuccessful Tender unless the tenderer agrees, or release is determined under the Freedom of Information Act 1989 or is otherwise legally required.
- 10.8.5 For Standing Offer agreements valued over \$100,000, the Board will normally publish the names of tenderers when Tenders close, and the other information about the Standing Offer agreement specified in cl. 10.8.1 on the internet, within 90 days after award of the Standing Offer agreement. For other Standing Offer agreements the Board will disclose the specified information in cl. 10.8.1 on request.

10.9 Ownership of Tenders

- 10.9.1 All Tenders become the property of the Board on submission.
- 10.9.2 The Board may make copies of the Tenders for any purpose related to this RFT.

10.10 Monitoring of Contractor Performance

- 10.10.1 During the course of the Standing Offer agreement the Contractor's performance will be monitored and assessed. For details refer to the NSW Government Procurement Guidelines on Service Provider performance management which is available on request from the Contact Officer, the NSW Department of Commerce or can be viewed and downloaded from

<http://www.ogp.commerce.nsw.gov.au/NR/rdonlyres/eucuz2722gdb54776cyhkw7ntoj4cpiw5iga5ztwvtvjethi2xjujwd4zrgsfte4cye7lgoqtlf4wxywdioutedaph/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.

ANNEX "A" TO PART B SPECIFICATION

1. General

- 1.1 This Specification is for the manufacture, supply and delivery of Winter Jackets for the NSW Police. NSW Police require a winter operational jacket that is functional in all areas of New South Wales covering the alpine (Snowy) areas, the Great Dividing Range, the far west and the coastal strip from the Victorian to Queensland borders.
- 1.2 The jackets are currently manufactured in one style with four derivatives (General Duty, Forensic Services, State Protection Group (SPG) and Aboriginal Community Liaison Officer (ACLO) which are described more fully below.

2. General Description

- 2.1. The jacket will require shoulder (incorporating microphone "tabs") and under forearm/elbow reinforcement.
- 2.2 The jacket will be required in a size range from xsmall to 4XL, as well as made to measure.
- 2.3 The jacket will come in one style incorporating cut-outs on either side to allow access to belt appointments. This style will cover the following derivatives:

3. General Duty

- 3.1 The majority of the jackets will be for general duty Police. The cut-outs on either side of the jacket are for allowing easy and comfortable access to their appointments on their equipment belt. The cut-out areas will incorporate covers (flaps) to limit the egress of cold air, when no belt is being worn.

4. Forensic Services

- 4. This jacket will be the same style as the 'General Duty' jacket but with the words 'Forensic Services Group' on right breast, a Logo on the left breast and "**Forensic Services**" embroidered on the back.

5. State Protection Group (SPG)

- 5.1 This jacket will be the same style as the 'General Duty' jacket but with subdued logo and patches.

6. Aboriginal Community Liaison Officer (ACLO)

- 6.1 This jacket will be the same style as the "General Duty jacket, a Logo on the left breast.
- 6.2 Sample jackets of all four derivatives are available for viewing at Uniform Services, Unit 1, Block N, Commercial Drive, Regents Park NSW 2143. Viewing of the jackets can be arranged by contacting Shane Evans, Ph 02 9645 9856.

7. Fabric

- 7.1 The jacket is to be made from a close cropped tri-laminate fleece (or suitable alternative) with a wind barrier membrane.
- 7.2 The fabric will be navy blue in colour, as close as possible in shade to the current jacket.
- 7.3 The fabric shall have sufficient fire retardant properties so that 'Ease of Ignition' (refer AS 2755) shall be a minimum of 3 seconds.
- 7.4 The shoulder/elbow (reinforcement) fabric shall be colour matched to align with the jacket fabric. It shall have the same colour fastness as the jacket fabric to minimise fade characteristics.

8. Design

- 8.1 The design of the jacket will be similar to the style of the current jacket.
- 8.2 The shoulder and under forearm/elbow areas will be reinforced. The shoulder “saddle” shall incorporate microphone tabs on both sides of jacket.
- 8.3 The jacket shall have a pocket on the upper part of each sleeve with a zippered opening.
- 8.4 Each jacket will have a “Police” patch on each sleeve, excluding the Forensic Services jacket. The sleeve cuffs shall incorporate an adjustable fastener with hook and pile to minimise cold air egress.
- 8.5 The jacket will require a two-way zippered opening under each arm, to facilitate air flow when not in extreme cold conditions.
- 8.6 The jacket shall have epaulettes on each shoulder that will accommodate the current rank epaulettes.
- 8.7 The jacket will have the “Police” logo as well as the words ‘NSW POLICE’ embroidered on the left breast, except the Forensic Services and ACLO jackets (refer General Description, point 4). The right breast will have a “windowed” pocket for a nameplate for the General Duty and SPG jackets only.
- 8.8 The front opening of the jacket will have a two-way zipper, from the bottom of the jacket to the top of the collar. The zipper when closed shall not irritate the skin of the neck or chin. The opening and closing of the zipper shall not be restricted by the jacket design. The front opening shall have a storm flap with appropriately positioned press studs (neutral colour) to cover zipper. The zipper shall be of good quality to minimise “catching”.
- 8.9 The jacket shall have two zippered lower front pockets, that are readily accessible.
- 8.10 The jacket shall have two (2) internal breast high pockets.
- 8.11 The jacket shall have cut-outs (incorporating wind flaps) on each side to allow easy access to belt appointments. An elasticised “arm” (for positioning under the appointments) shall attach from front to back to front using a hook and pile attachment to stop the jacket from riding up.
- 8.12 The finish of the jacket will be in keeping with the example/s available at Uniform Services.

9. Labelling and Packaging

The jacket will require the following labelling;

- 9.1 Radio Frequency Identification (RFID) chip in the collar. The chip is to contain the product number.
- 9.2 The identification label will include dual sizing (ex. chest size and large or xlarge) with an 'Eagle' symbol and the word 'Eaglewear'. Sample of a label is available for viewing at Uniform Services. Details of the fabric composition, country of manufacture and care instructions shall also be provided.
- 9.3 The jacket will have a swing label with a bar code providing information about product code, description and size. These details will also be printed in 'English' on the label (in a readable font).
- 9.4 Packaging- The jacket shall be supplied on a hangar covered in a clear plastic bag.

10. Testing

- 10.1 The tenderers are required to provide testing certification from a NATA certified laboratory with respect to the fabric, at the time of submitting their tender. The type of tests required on the fabric are outlined below.

Windproof, test air permeability
AS 2001.2.34

Fire Retardancy

AS 2755.1 Ease of Ignition

AS 2755.2 Spread of Flame

Note: The fabric must have a Flame Resistance (FR) that will not allow ignition for at least 3 seconds.

Pilling

ISO 12945-1, for 5 hours.

11. Colour Fastness

Light AS 2001.4.21

Washing AS 2001.4.15, Test B

Rubbing AS 2001.4.3

Perspiration AS 2001.4.E04

Water AS 2001.4.E01

Washing shrinkage to AS 2001.5.4, Cycle 4A, line dry

12. Patches

- 12.1 The Police 'patches' that are required on two of the jacket derivatives (refer Winter Jacket Operational Specification- General Description Points 3 and 5) are to be sourced from Babylon Industries, which is the current manufacturer of Police insignia. Contact is John Kashro on Phone (02) 9726 6600. Costs of the 'patches' and any postage costs are to be included in the total cost of the jacket

ANNEX “B” TO PART B ESTIMATED ANNUAL ORDERING QUANTITIES – WINTER JACKETS

NSW Police will require the total delivery of 6,000 jackets covering all sizes by 31May 2007. Some 5,000 of the jackets are required as part of a roll-out across the State, whilst the remaining 1,000 will be replacement jackets for garments reaching their "fit for purpose" date. Of the 6,000 jackets required prior to the 2007 winter season, 95% of the quantity (5,700 no) shall comprise small, medium, large, xlarge, 2xlarge and 3xlarge sizes. The remaining 5% (covering sizes xsmall, 4xlarge through to 6xlarge) of the jackets (approx 300no) shall require individual quantities that could be classified as "As Required". More definitive quantities for each size will be detailed to the successful tenderer. Refer Clause 1.1.4 of Part A for estimated ongoing demand.

Whilst the quantities listed above are current best estimates, NSW Police make no guarantee that these ordering quantities will be replicated in the future.



NSW Procurement – Contracting Services is a Business Unit of the NSW Department of Commerce

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

TENDER RESPONSE

Contract Manufacture & Supply of Winter Jackets to NSW Police

Period: Two (2) years from date of acceptance with three (3) options to extend, each by 12 months

RFT Number 0601823

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

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

Your Company's ABN number: <Insert ABN number>

Contact Name: <Insert name of Contract Administration Officer>

Contact Phone: <insert telephone no>

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

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

Manufacture & Supply of Winter Jackets to NSW Police

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PART C THE TENDER

PART C1 INFORMATION SUPPLIED IN RESPONSE TO PART B

1. INTRODUCTION

- 1.1 The information provided throughout the whole of 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 Tender prices

- 2.1.1 You must complete the Price Schedule below.

Tendered prices are required on a “per jacket” basis and must include all costs associated with the manufacture, supply and delivery of the jackets. Refer to Clause 1.1.4 in Part A and Annexure B to Part B for a guide as to the estimated quantities required by NSW Police over the term of the Contract

- 2.1.2 **Price Schedule**
(See Selection criteria 9.2.1(j) and 9.2.1(k) in PART B)

Jacket Description	Sizes	Tendered Price			Provenance	
		GST-free price	GST component	GST-incl. price	Import content *	Country of origin**
Winter jackets	Xsmall	\$_____	\$_____	\$_____	_____%	_____
	Small	\$_____	\$_____	\$_____	_____%	_____
	Medium	\$_____	\$_____	\$_____	_____%	_____
	Large	\$_____	\$_____	\$_____	_____%	_____
	Xlarge	\$_____	\$_____	\$_____	_____%	_____
	2Xlarge	\$_____	\$_____	\$_____	_____%	_____
	3xlarge	\$_____	\$_____	\$_____	_____%	_____
	4xlarge	\$_____	\$_____	\$_____	_____%	_____
	5xlarge	\$_____	\$_____	\$_____	_____%	_____

	6xlarge	\$ _____	\$ _____	\$ _____	_____%	_____ —
	Made to Measure	\$ _____	\$ _____	\$ _____	_____%	_____ —

* For a definition of 'Imported Content', see Part B, clause 6.7.6.

* "Country of origin" is the country from which the imported content comes.

2.2 Settlement Discount

2.2.1 The tendered prices are subject to a settlement discount of:-

- (a) _____ % for payment within 14 days from the date of receipt of claim or acceptance, whichever date is the later.
- (b) _____ % for payment made during the month following that in which the supplies have been received or the account rendered, whichever date is the later.
- (c) _____ % for payment within _____ days from the date of receipt of claim or acceptance of supplies, whichever date is later.

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

2.3 Tender validity period

2.3.1 The Tender will remain valid for acceptance for a period of _____ months from the deadline for lodgement of tenders, in accordance with Part B.

N.B. A minimum validity period of six months is required.

2.4 Price Basis

(See Clause 7.3 and Selection Criteria 9.2.1(j) in Part B)

2.4.1 Tenderer must indicate below the price basis of your Tender. Tenderer may select one or more price basis options. Select the price basis from one of the three options below (tick corresponding box below):

- (a) Firm for the **entire duration** of the Standing Offer (24 months) plus three (3) twelve (12) -month optional extension periods.

YES/NO

- (b) Firm for the first twelve months of the term of Standing Offer then subject to review at the end of that period and each twelve months thereafter, at the request of the Supplier and based on variations in labour and material factors.

YES/NO

- (c) OTHER. If you propose another method of price variation you must answer YES below and, on a cross-referenced attachment, state your proposed method of price variation.

YES/NO

2.4.2 If you have chosen 2.3.1(b), variations in labour and material factors of the selected price basis, you must nominate the following:

(a) **Labour Rate**

You must indicate the Weekly Award Rate of Pay (AW) at the time of tendering for the labour primarily engaged in the Standing Offer that will be used for any future price variation request.

Labour category	AW

(b) **Labour and Material Factors**

The Labour and Material Factors must be expressed as a decimal and together, must total 0.9. (0.9 is the proportion of the Tender Price subject to price variation by labour and material costs.)

Item	Factor (Expressed as a decimal) Total: 0.9
Labour	
Material	

(c) **Materials Cost Index**

The relevant Australian Bureau of Statistics index or other relevant Materials Cost Index that will be used as the basis for any future price variation request. Note that variation on the basis of a material cost index other than those provided by the ABS must be appropriate, independent, consistently reported over time, published regularly and be readily available.

Materials Cost Index

Materials Cost Index

Tenderers are to note the following:

- (a) The Supplier is to apply to the State Contracts Control Board of the proposed price variations, not fewer than six weeks before the date on which the proposed price variations are to take place. Written justification of the material increase and/or award wage increase must also be submitted with the application.
- (b) The State Contracts Control Board shall have the right to audit the Supplier's records for variation purposes or may require the Supplier to provide independent audit throughout the life of the Standing Offer.

2.5. TENDERER'S CAPACITY AND CAPABILITIES

(See Selection Criteria 9.2.1(C) in Part B)

- 2.5.1 Please provide information below as to your manufacturing capacity and capabilities to **guarantee** the provision of the Winter Jackets in the quantities (see Part "A"-Clause 1.1.4) likely to be required by NSW Police and within the timeframes detailed below as well as the weekly production rate you can achieve for each of the Products for which you are tendering.

- 2.5.2 Provide details of the proposed lead-time and delivery of the jackets from the date of issue of purchase order. Note:-NSW Police requires manufacturing and delivery, including made to measure jackets, within 28 working days from receipt of purchase orders. NSW Police will require the delivery of an estimated 6,000 jackets covering all sizes by **31 May 2007**. Tenderers should note that this is a **MANDATORY** requirement. Tenders failing to meet this requirement will receive no further consideration.

- 2.5.3 Provide details of previous projects where tendered delivery times were met for garments of similar complexity as this requirement.

3. SOURCING OF MATERIALS & PLACE OF MANUFACTURE

3.1 Sourcing of materials

(See Clause 6.7 and Selection Criteria 9.2.1(k) in Part B)

Please indicate below details of your proposed supplier of materials in the manufacture of Winter Jackets covered by this RFT - supplier's company name, head office, location of plants, etc.

3.2 Please provide details of the proposed lead- time and delivery of the fabric from your proposed supplier.

3.3 Manufacture of Winter Jackets

(See Clause 6.7 and Selection Criteria 9.2.1(k) in Part B)

Please indicate below the location of the plant or plants in which you propose to manufacture the Winter Jackets covered by this RFT.

4. LODGEMENT AND VIEWING OF SAMPLES

(See Selection Criteria 9.2.1(b) in Part B)

This is a reminder that lodgement of a sample to support your tender is mandatory AND that samples currently held by NSW Police are available for viewing. Please note the terms of Part B, clauses 5.4 and 5.5.

5. EXPERIENCE AND CAPACITY IN MANUFACTURE AND SUPPLY OF SIMILAR REQUIREMENTS

5.1 Years in business

(See Selection Criteria 9.2.1(d) in Part B)

No. of Years in Business: _____ years

5.2 Experience in manufacturing similar garments

(See Selection Criteria 9.2.1(d) in Part B)

Scope of tenderer's current business activities and details of previous experience.

[illegible]

NOTE: ATTACH EXTRA SHEETS AS NECESSARY

5.3 Referee Reports**(See Selection Criteria 9.2.1(i) in Part B)**

Tenderers are to provide details required below for persons willing to act as referees to the tenderer's standard of service and performance in relation to their ability to provide the service.

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: _____

5.4 Financial information**(See Selection Criteria 9.2.1(e) in Part B)**

5.4.1 Provide details of your annual Australian turnover for the past three years in \$A.

2004-2005: \$ _____

2003-2004: \$ _____

2002-2003: \$ _____

5.4.2 If a company, please submit a copy of each of your annual financial reports for the last three financial years with your Tender.

5.5 Sub-Contractors**(See Selection criteria 9.2.1(a) and 9.2.1(d) in Part B)**

5.5.1 Are any of the Winter Jackets covered by this RFT to be provided through sub-contract, either in whole or in part?

Yes/No

If “**Yes**”, provide details of item, name, address and ABN of proposed sub-contractor(s).

5.6 Suitability of proposed sub-contractors**(See Selection Criteria 9.2.1(d) in Part B)**

5.6.1 Provide details of proposed sub-contractors' legal status (company, partnership, individual etc) and their experience and qualifications in the provision of similar products.

6. COMPLIANCE WITH POLICY REQUIREMENTS

6.1 Code of Practice for Procurement

(See Selection Criteria 9.2.1(g)-Part B)

- 6.1.1 Have you read the Code of Practice for Procurement and taken it into consideration in preparing and submitting your Tender?

Yes/No

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

Yes/No

- 6.1.3 Provide any other relevant information below

6.2 Purchasing Preference Scheme

(See Selection Criteria 9.2.1(k) in Part B)

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

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

Yes/No

If “Yes”, provide Preference Registration Number

- (b) Provide details of the location(s) (town/s) of your manufacturing or other facilities

- (c) Will the Products be wholly or substantially manufactured or produced at the above location/s?

Yes/No

If “**No**” explain below

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

(Selection criteria 9.2.1(g) of Part B)

-
- This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

6.4 Small-to-Medium Enterprises (SME) Involvement**(See Selection criteria 9.2.1(g) of Part B)**

- 6.4.1 If applicable, state below how you will provide opportunities for SMEs in performing any Standing Offer awarded.

6.5 Occupational Health Safety & Rehabilitation**(See Selection criteria 9.2.1(g) of Part B)**

- 6.5.1 Do you currently comply with your OHS&R statutory obligations and will you continue to do so for the duration of any Standing Offer awarded?

Yes/No

If “No”, provide Details below

6.6 Environmental Management**(Selection criteria 9.2.1(g) of Part B)**

- 6.6.1 Describe in what way or ways your organisation promotes the development of Ecologically Sustainable Development.

7. SECURITY WAREHOUSING AND SECURITY OF NSW POLICE PATCHES
(Selection Criteria 9.2.1(l) of Part B)

- 7.1 Please provide details of how you will comply with the provisions of clause 14, “Security Warehousing and Security of Patches”, Part D, Conditions of Agreement of Standing Offer.

8. OTHER INFORMATION REQUIRED

8.1 Details of ownership

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

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

8.2 Current Legal Proceedings

8.2.1 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?

Yes/No

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

9. CONTACTS**THE FOLLOWING INFORMATION MUST BE PROVIDED**

- (a) Tenderer's Contact Officer(s):

- (b) Designation of Contact Officer(s):

- (c) Telephone number(s) of Contact Officer(s):

- (d) Facsimile number(s) of Contact Officer(s):

- (e) E-mail Address(es) of Contact Officer(s):

NOTE: ATTACH EXTRA SHEETS AS NECESSARY

10. ADDENDA TO THIS RFT AFTER ISSUE

Question 10.1.1

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

Answer 10.1.1

Yes/No

Question 10.1.2

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

Answer 10.1.2

<type or write your answer here>

Question 10.1.3

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

Answer 10.1.3

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

11. FURTHER INFORMATION AND COMMENTS ON CAPACITY OR ABILITY TO PERFORM THE STANDING OFFER

11.1 State here any other details you may wish to add. Please also address your capacity to perform the Standing Offer in the context of the current commitments of your organisation.

NOTE: ATTACH EXTRA SHEETS AS NECESSARY

PART C2 SPECIFICATION & STATEMENT OF COMPLIANCE

(See Selection criteria 9.2.1(a) of Part B)

The tenderer is to state below its ability to meet the terms of the Specification (Annex “A” to Part B).

The following terms are appropriate in providing a statement of compliance:

COMPLIES means:

- (a) in the case of a clause which is of an informative nature only, that the clause has been read and understood;
- (b) in the case of a clause which specifies a feature (a characteristic or performance standard to be met by the Products or a facet of the Supplier’s contractual relationship with the Principal) that the offer is to provide the characteristics or standard.

Where appropriate, tenderers should state or describe how the requirement is or is to be met.

PARTIALLY COMPLIES means that the feature can only be met subject to certain conditions. Where this is the case and the tenderer is prepared to make good on the feature the tenderer must explain and provide a cost of the required change, modification or custom development.

DOES NOT COMPLY means that the feature is not met by the offer. Full details of non-compliance must be stated.

ALTERNATIVE means that the tenderer’s system or process either does not require the feature due to inherent design or capability in the operation of the system or the tenderer’s system or process fully complies in a manner different to that described. In both cases a description must be provided.

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

Any failure by the tenderer to make clear the extent of compliance or non-compliance with any clause or paragraph of the Specification may be interpreted as failure to comply with the feature concerned when assessing the relative merits of tenders.

When completing the Statement of Compliance, where explanation or further Detail is needed with regard to compliance, part-compliance, non-compliance, etc., tenderers should provide an attachment at the end of the Statement of Compliance quoting clause no. and giving detailed explanation.

Tenderers are required to tender in accordance with the tender requirements.

(1) COMPLIANCE WITH SPECIFICATION - ANNEX “A”, PART B

Please indicate below your ability to meet the requirements of the Specification.

Clause	Title / brief contents	Extent of compliance/ non-compliance	If non-compliance, why not?
1.	General		
1.1	Manufacture, supply and delivery of Winter Jackets		
1.2	Jackets-Manufactured in one style with four derivatives (General Duty, Forensic Services, State Protection Group (SPG) and Aboriginal Community Liaison Officer (ACLO))		
2.	General Description		
2.1	Shoulder and other reinforcement		
2.2	Sizes		
2.3	Jacket-One Style		
3.	General Duty-Jacket		
4.	Forensic Services-Jacket		
5.	State Protection Group (SPG)-Jacket		
6.	Aboriginal Community Liaison Officer (ACLO)		
6.1	Logo on left breast		
6.2	Sample Jacket		
7.	Fabric		
7.1	tri-laminate fleece/wind membrane		
7.2	Fabric/navy blue		
7.3	Fire retardant-AS 2755		
7.4	Shoulder/elbow (reinforcement) fabric colour to align with the jacket fabric.		

Clause	Title / brief contents	Extent of compliance/ non-compliance	If non-compliance, why not?
8.	Design		
8.1	Design -requirements		
8.2	Reinforcement		
8.3	Pocket		
8.4	Police patch		
8.5	Two-way zippered opening		
8.6	Epaulettes		
8.7	“Police” logo		
8.8	Two-way zipper		
8.9	Two zippered lower front pockets		
8.10	Two (2) internal breast high pockets.		
8.11	Cut-outs/ elasticised “arm”		
8.12	Finish		
9.	Labelling and Packaging		
10.	Testing		
11.	Colour Fastness		
12.	Patches		

(See Selection Criteria 9.2.1(f) of Part B)

2.1.1 Answer

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

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PART C3, SCHEDULE 1 DECLARATIONS RE OUTWORKERS

Appendix A

Label1

Statutory declaration for tender

NSW Government

Statutory Declaration

Oaths Act, 1900 Ninth Schedule

I/We the undersigned (1) Of (2)	(1) insert full name (2) insert business address
In the State of New South Wales (3)	(3) insert occupation
do hereby solemnly declare and affirm that; (4)	(4) the facts to be stated according to the Declarant's knowledge, belief or information, severally
1 (5)	(5) insert name of Tenderer
Of (6)	(6) insert business address of Tenderer
has lodged a Tender in respect of (7)	(7) insert name and identifying number of Contract to which Tender relates
2 I make this statutory declaration in my following official capacity with the Tenderer (8)	(8) insert official relationship with Tenderer
3 My authority to make this declaration on behalf of the Tenderer is (9)	(9) insert details of authority to make this declaration
4 I am personally aware of the business activities of the Tenderer from (10)	(10) insert details to demonstrate knowledge of business of Tenderer

0601823 Part C.doc – Manufacture & Supply of Winter Jackets to NSW Police

Appendix B**Statutory declaration on contract work****NSW Government**

Statutory Declaration

Oaths Act, 1900 Ninth Schedule

I/We the undersigned (1) Of (2)	(1) insert full name (2) insert business address
In the State of New South Wales (3)	(3) insert occupation
do hereby solemnly declare and affirm that; (4)	(4) the facts to be stated according to the Declarant's knowledge, belief or information, severally
1 (5)	(5) insert name of Contractor
Of (6)	(6) insert business address of Contractor
has lodged a Contract in respect of (7)	(7) insert name and identifying number of Contract to which Contract relates
(Contract) 2 I make this statutory declaration in my following official capacity with the Contractor (8)	(8) insert official relationship with Contractor
3 My authority to make this declaration on behalf of the Contractor is (9)	(9) insert details of authority to make this declaration
4 I am personally aware of the business activities of the Contractor from (10)	(10) insert details to demonstrate knowledge of business of Contractor

0601823 Part C.doc – Manufacture & Supply of Winter Jackets to NSW Police

Appendix C**Receipt of Code of Practice on employment and outwork obligations for textile clothing and footwear suppliers (Code) - Contract work (The Code is also available in Chinese and Vietnamese)****Receipt of NSW Government Code of Practice on employment and outwork obligations for textile clothing and footwear suppliers for contract work**

I (insert name)
acting on behalf of

(insert business/corporate name or organisation, contact address and telephone number)

provided the New South Wales Government *Code of Practice on employment and outwork obligations for textile clothing and footwear suppliers* to the person referred to in the following acknowledgment on / / (insert date).

Acknowledgment of receipt by person or organisation receiving the Code

Name
Title of position
Address

Telephone number

Signature
Date

Appendix D**Employment of outworker - Receipt of information on employment entitlements*****Receipt of information on employment entitlements by outworker***

I (insert name)
acting on behalf of

(insert business/corporate name or organisation, contact address and telephone number)

have provided (insert name of person)

information about their employment entitlements on / / (insert date) in accordance with

(here provide details of Award and Industrial Legislation under which entitlement arises)

Acknowledgment of receipt of information on employment entitlements

Name
Title of position
Address

Telephone number

Signature
Date

PART C3, SCHEDULE 2 CONFIRMATION OF INSURANCES

Insurance Body:

Insured:

Re: Agreement for the provision of Products to the NSW Police between the Insured and the State Contracts Control Board, NSW

It is confirmed that:

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

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

- 1. The State Contracts Control Board is noted as joint insured or additional named insured on the insurance policy(ies), excepting any Worker's Compensation policy.**
- 2. The Insurer will accept a notice of claim given by the State Contracts Control Board as being a claim given by all of the insured.**
- 3. The Insurance Policies contain a cross-liability clause specifying the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured.**

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

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

Authorised Representative of Insurer

Signed:

Position:

Dated:

PART C4 TENDERER IDENTIFICATION DETAILS AND CONFIRMATION OF TENDER

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:

Website:

Contact Name for general enquiries:

Telephone No.:

Tenderer's reference number

2. ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER

Note to tenderers: If submitting a hard copy Tender, execute **cl. 2.2**. If submitting an electronic Tender, only complete **cl. 2.3**.

- 2.1 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 Standing Offer.
- 2.2 I affirm that this is my Tender to supply the Products 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:

Signature of tenderer (if an individual, as identified in **cl. 1 Part C4**)

OR

Signature of authorised officer of tenderer (as identified in **cl. 1 Part C4**)

OR

Signature of partner completing tender on behalf of partnership (identified in **cl. 1 Part C4**)

- 2.3 If submitting an electronic Tender, do you acknowledge and accept that electronic submission in accordance with the requirements of the RFT and any conditions of the DPWS tenders website is sufficient to verify and affirm that this is your Tender to supply the Products at the prices tendered on the conditions contained in Part D, except as expressly amended in your Tender and that the information contained in your Tender is correct?

Note that such acknowledgment and acceptance, by stating "Yes", is a necessary prerequisite to consideration of your Tender.

Yes/No



NSW Procurement – Contracting Services is a Business Unit of the NSW Department of Commerce

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

TENDER RESPONSE

Contract Manufacture & Supply of Winter Jackets to NSW Police

Period: Two (2) years from date of acceptance with three (3) options to extend, each by 12 months

RFT Number 0601823

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

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

Your Company's ABN number: <Insert ABN number>

Contact Name: <Insert name of Contract Administration Officer>

Contact Phone: <insert telephone no>

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

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

Manufacture & Supply of Winter Jackets to NSW Police

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PART C THE TENDER

PART C1 INFORMATION SUPPLIED IN RESPONSE TO PART B

1. INTRODUCTION

- 1.1 The information provided throughout the whole of 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 Tender prices

- 2.1.1 You must complete the Price Schedule below.

Tendered prices are required on a “per jacket” basis and must include all costs associated with the manufacture, supply and delivery of the jackets. Refer to Clause 1.1.4 in Part A and Annexure B to Part B for a guide as to the estimated quantities required by NSW Police over the term of the Contract

- 2.1.2 Price Schedule
(See Selection criteria 9.2.1(j) and 9.2.1(k) in PART B)

Jacket Description	Sizes	Tendered Price			Provenance	
		GST-free price	GST component	GST-incl. price	Import content *	Country of origin**
Winter jackets	Xsmall	\$_____	\$_____	\$_____	_____%	_____
	Small	\$_____	\$_____	\$_____	_____%	_____
	Medium	\$_____	\$_____	\$_____	_____%	_____
	Large	\$_____	\$_____	\$_____	_____%	_____
	Xlarge	\$_____	\$_____	\$_____	_____%	_____
	2Xlarge	\$_____	\$_____	\$_____	_____%	_____
	3xlarge	\$_____	\$_____	\$_____	_____%	_____
	4xlarge	\$_____	\$_____	\$_____	_____%	_____
	5xlarge	\$_____	\$_____	\$_____	_____%	_____

	6xlarge	\$ _____	\$ _____	\$ _____	_____%	_____
	Made to Measure	\$ _____	\$ _____	\$ _____	_____%	_____

* For a definition of 'Imported Content', see Part B, clause 6.7.6.

* "Country of origin" is the country from which the imported content comes.

2.2 Settlement Discount

2.2.1 The tendered prices are subject to a settlement discount of:-

- (a) _____ % for payment within 14 days from the date of receipt of claim or acceptance, whichever date is the later.
- (b) _____ % for payment made during the month following that in which the supplies have been received or the account rendered, whichever date is the later.
- (c) _____ % for payment within _____ days from the date of receipt of claim or acceptance of supplies, whichever date is later.

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

2.3 Tender validity period

2.3.1 The Tender will remain valid for acceptance for a period of _____ months from the deadline for lodgement of tenders, in accordance with Part B.

N.B. A minimum validity period of six months is required.

2.4 Price Basis

(See Clause 7.3 and Selection Criteria 9.2.1(j) in Part B)

2.4.1 Tenderer must indicate below the price basis of your Tender. Tenderer may select one or more price basis options. Select the price basis from one of the three options below (tick corresponding box below):

- (a) Firm for the **entire duration** of the Standing Offer (24 months) plus three (3) twelve (12) -month optional extension periods.

YES/NO

- (b) Firm for the first twelve months of the term of Standing Offer then subject to review at the end of that period and each twelve months thereafter, at the request of the Supplier and based on variations in labour and material factors.

YES/NO

- (c) OTHER. If you propose another method of price variation you must answer YES below and, on a cross-referenced attachment, state your proposed method of price variation.

YES/NO

2.4.2 If you have chosen 2.3.1(b), variations in labour and material factors of the selected price basis, you must nominate the following:

(a) **Labour Rate**

You must indicate the Weekly Award Rate of Pay (AW) at the time of tendering for the labour primarily engaged in the Standing Offer that will be used for any future price variation request.

Labour category	AW

(b) **Labour and Material Factors**

The Labour and Material Factors must be expressed as a decimal and together, must total 0.9. (0.9 is the proportion of the Tender Price subject to price variation by labour and material costs.)

Item	Factor (Expressed as a decimal) Total: 0.9
Labour	
Material	

(c) **Materials Cost Index**

The relevant Australian Bureau of Statistics index or other relevant Materials Cost Index that will be used as the basis for any future price variation request. Note that variation on the basis of a material cost index other than those provided by the ABS must be appropriate, independent, consistently reported over time, published regularly and be readily available.

Materials Cost Index

Materials Cost Index

Tenderers are to note the following:

- (a) The Supplier is to apply to the State Contracts Control Board of the proposed price variations, not fewer than six weeks before the date on which the proposed price variations are to take place. Written justification of the material increase and/or award wage increase must also be submitted with the application.
- (b) The State Contracts Control Board shall have the right to audit the Supplier's records for variation purposes or may require the Supplier to provide independent audit throughout the life of the Standing Offer.

2.5. TENDERER'S CAPACITY AND CAPABILITIES

(See Selection Criteria 9.2.1(C) in Part B)

- 2.5.1 Please provide information below as to your manufacturing capacity and capabilities to **guarantee** the provision of the Winter Jackets in the quantities (see Part "A"-Clause 1.1.4) likely to be required by NSW Police and within the timeframes detailed below as well as the weekly production rate you can achieve for each of the Products for which you are tendering.

- 2.5.2 Provide details of the proposed lead-time and delivery of the jackets from the date of issue of purchase order. Note:-NSW Police requires manufacturing and delivery, including made to measure jackets, within 28 working days from receipt of purchase orders. NSW Police will require the delivery of an estimated 6,000 jackets covering all sizes by **31 May 2007**. Tenderers should note that this is a **MANDATORY** requirement. Tenders failing to meet this requirement will receive no further consideration.

- 2.5.3 Provide details of previous projects where tendered delivery times were met for garments of similar complexity as this requirement.

3. SOURCING OF MATERIALS & PLACE OF MANUFACTURE

3.1 Sourcing of materials

(See Clause 6.7 and Selection Criteria 9.2.1(k) in Part B)

Please indicate below details of your proposed supplier of materials in the manufacture of Winter Jackets covered by this RFT - supplier's company name, head office, location of plants, etc.

3.2 Please provide details of the proposed lead- time and delivery of the fabric from your proposed supplier.

3.3 Manufacture of Winter Jackets

(See Clause 6.7 and Selection Criteria 9.2.1(k) in Part B)

Please indicate below the location of the plant or plants in which you propose to manufacture the Winter Jackets covered by this RFT.

4. LODGEMENT AND VIEWING OF SAMPLES

(See Selection Criteria 9.2.1(b) in Part B)

This is a reminder that lodgement of a sample to support your tender is mandatory AND that samples currently held by NSW Police are available for viewing. Please note the terms of Part B, clauses 5.4 and 5.5.

5. EXPERIENCE AND CAPACITY IN MANUFACTURE AND SUPPLY OF SIMILAR REQUIREMENTS

5.1 Years in business

(See Selection Criteria 9.2.1(d) in Part B)

No. of Years in Business: _____ years

5.2 Experience in manufacturing similar garments

(See Selection Criteria 9.2.1(d) in Part B)

Scope of tenderer's current business activities and details of previous experience.

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NOTE: ATTACH EXTRA SHEETS AS NECESSARY

5.3 Referee Reports**(See Selection Criteria 9.2.1(i) in Part B)**

Tenderers are to provide details required below for persons willing to act as referees to the tenderer's standard of service and performance in relation to their ability to provide the service.

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: _____

5.4 Financial information**(See Selection Criteria 9.2.1(e) in Part B)**

5.4.1 Provide details of your annual Australian turnover for the past three years in \$A.

2004-2005: \$ _____

2003-2004: \$ _____

2002-2003: \$ _____

5.4.2 If a company, please submit a copy of each of your annual financial reports for the last three financial years with your Tender.

5.5 Sub-Contractors**(See Selection criteria 9.2.1(a) and 9.2.1(d) in Part B)**

5.5.1 Are any of the Winter Jackets covered by this RFT to be provided through sub-contract, either in whole or in part?

Yes/No

If “**Yes**”, provide details of item, name, address and ABN of proposed sub-contractor(s).

5.6 Suitability of proposed sub-contractors**(See Selection Criteria 9.2.1(d) in Part B)**

5.6.1 Provide details of proposed sub-contractors' legal status (company, partnership, individual etc) and their experience and qualifications in the provision of similar products.

6. COMPLIANCE WITH POLICY REQUIREMENTS

6.1 Code of Practice for Procurement

(See Selection Criteria 9.2.1(g)-Part B)

- 6.1.1 Have you read the Code of Practice for Procurement and taken it into consideration in preparing and submitting your Tender?

Yes/No

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

Yes/No

- 6.1.3 Provide any other relevant information below

6.2 Purchasing Preference Scheme

(See Selection Criteria 9.2.1(k) in Part B)

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

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

Yes/No

If “Yes”, provide Preference Registration Number

- (b) Provide details of the location(s) (town/s) of your manufacturing or other facilities

- (c) Will the Products be wholly or substantially manufactured or produced at the above location/s?

Yes/No

If “**No**” explain below

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

Provide details of any initiatives/strategies/policies you have or propose to implement under any resultant Standing Offer in relation to the following areas of the NSW Government's Procurement Policy: training and skills formation, affirmative action, occupational health and safety, workplace and industrial relations practices, improving workplace diversity, employment opportunities for aboriginal people and environmental management and performance.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

6.4 Small-to-Medium Enterprises (SME) Involvement**(See Selection criteria 9.2.1(g) of Part B)**

- 6.4.1 If applicable, state below how you will provide opportunities for SMEs in performing any Standing Offer awarded.

6.5 Occupational Health Safety & Rehabilitation**(See Selection criteria 9.2.1(g) of Part B)**

- 6.5.1 Do you currently comply with your OHS&R statutory obligations and will you continue to do so for the duration of any Standing Offer awarded?

Yes/No

If “No”, provide Details below

6.6 Environmental Management**(Selection criteria 9.2.1(g) of Part B)**

- 6.6.1 Describe in what way or ways your organisation promotes the development of Ecologically Sustainable Development.

7. SECURITY WAREHOUSING AND SECURITY OF NSW POLICE PATCHES
(Selection Criteria 9.2.1(l) of Part B)

- 7.1 Please provide details of how you will comply with the provisions of clause 14, “Security Warehousing and Security of Patches”, Part D, Conditions of Agreement of Standing Offer.

8. OTHER INFORMATION REQUIRED

8.1 Details of ownership

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

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

8.2 Current Legal Proceedings

8.2.1 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?

Yes/No

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

9. CONTACTS**THE FOLLOWING INFORMATION MUST BE PROVIDED**

- (a) Tenderer's Contact Officer(s):

- (b) Designation of Contact Officer(s):

- (c) Telephone number(s) of Contact Officer(s):

- (d) Facsimile number(s) of Contact Officer(s):

- (e) E-mail Address(es) of Contact Officer(s):

NOTE: ATTACH EXTRA SHEETS AS NECESSARY

10. ADDENDA TO THIS RFT AFTER ISSUE

Question 10.1.1

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

Answer 10.1.1

Yes/No

Question 10.1.2

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

Answer 10.1.2

<type or write your answer here>

Question 10.1.3

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

Answer 10.1.3

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

11. FURTHER INFORMATION AND COMMENTS ON CAPACITY OR ABILITY TO PERFORM THE STANDING OFFER

11.1 State here any other details you may wish to add. Please also address your capacity to perform the Standing Offer in the context of the current commitments of your organisation.

NOTE: ATTACH EXTRA SHEETS AS NECESSARY

PART C2 SPECIFICATION & STATEMENT OF COMPLIANCE

(See Selection criteria 9.2.1(a) of Part B)

The tenderer is to state below its ability to meet the terms of the Specification (Annex “A” to Part B).

The following terms are appropriate in providing a statement of compliance:

COMPLIES means:

- (a) in the case of a clause which is of an informative nature only, that the clause has been read and understood;
- (b) in the case of a clause which specifies a feature (a characteristic or performance standard to be met by the Products or a facet of the Supplier’s contractual relationship with the Principal) that the offer is to provide the characteristics or standard.

Where appropriate, tenderers should state or describe how the requirement is or is to be met.

PARTIALLY COMPLIES means that the feature can only be met subject to certain conditions. Where this is the case and the tenderer is prepared to make good on the feature the tenderer must explain and provide a cost of the required change, modification or custom development.

DOES NOT COMPLY means that the feature is not met by the offer. Full details of non-compliance must be stated.

ALTERNATIVE means that the tenderer’s system or process either does not require the feature due to inherent design or capability in the operation of the system or the tenderer’s system or process fully complies in a manner different to that described. In both cases a description must be provided.

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

Any failure by the tenderer to make clear the extent of compliance or non-compliance with any clause or paragraph of the Specification may be interpreted as failure to comply with the feature concerned when assessing the relative merits of tenders.

When completing the Statement of Compliance, where explanation or further Detail is needed with regard to compliance, part-compliance, non-compliance, etc., tenderers should provide an attachment at the end of the Statement of Compliance quoting clause no. and giving detailed explanation.

Tenderers are required to tender in accordance with the tender requirements.

(1) COMPLIANCE WITH SPECIFICATION - ANNEX “A”, PART B

Please indicate below your ability to meet the requirements of the Specification.

Clause	Title / brief contents	Extent of compliance/ non-compliance	If non-compliance, why not?
1.	General		
1.1	Manufacture, supply and delivery of Winter Jackets		
1.2	Jackets-Manufactured in one style with four derivatives (General Duty, Forensic Services, State Protection Group (SPG) and Aboriginal Community Liaison Officer (ACLO))		
2.	General Description		
2.1	Shoulder and other reinforcement		
2.2	Sizes		
2.3	Jacket-One Style		
3.	General Duty-Jacket		
4.	Forensic Services-Jacket		
5.	State Protection Group (SPG)-Jacket		
6.	Aboriginal Community Liaison Officer (ACLO)		
6.1	Logo on left breast		
6.2	Sample Jacket		
7.	Fabric		
7.1	tri-laminate fleece/wind membrane		
7.2	Fabric/navy blue		
7.3	Fire retardant-AS 2755		
7.4	Shoulder/elbow (reinforcement) fabric colour to align with the jacket fabric.		

Clause	Title / brief contents	Extent of compliance/ non-compliance	If non-compliance, why not?
8.	Design		
8.1	Design -requirements		
8.2	Reinforcement		
8.3	Pocket		
8.4	Police patch		
8.5	Two-way zippered opening		
8.6	Epaulettes		
8.7	“Police” logo		
8.8	Two-way zipper		
8.9	Two zippered lower front pockets		
8.10	Two (2) internal breast high pockets.		
8.11	Cut-outs/ elasticised “arm”		
8.12	Finish		
9.	Labelling and Packaging		
10.	Testing		
11.	Colour Fastness		
12.	Patches		

(See Selection Criteria 9.2.1(f) of Part B)

2.1.1 Answer

Yes/No

<type or write your answer here>

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

PART C3, SCHEDULE 1 DECLARATIONS RE OUTWORKERS

Appendix A

Label1

Statutory declaration for tender

NSW Government

Statutory Declaration

Oaths Act, 1900 Ninth Schedule

I/We the undersigned (1) Of (2)	(1) insert full name (2) insert business address
In the State of New South Wales (3)	(3) insert occupation
do hereby solemnly declare and affirm that; (4)	(4) the facts to be stated according to the Declarant's knowledge, belief or information, severally
1 (5)	(5) insert name of Tenderer
Of (6)	(6) insert business address of Tenderer
has lodged a Tender in respect of (7)	(7) insert name and identifying number of Contract to which Tender relates
2 I make this statutory declaration in my following official capacity with the Tenderer (8)	(8) insert official relationship with Tenderer
3 My authority to make this declaration on behalf of the Tenderer is (9)	(9) insert details of authority to make this declaration
4 I am personally aware of the business activities of the Tenderer from (10)	(10) insert details to demonstrate knowledge of business of Tenderer

0601823 Part C.doc – Manufacture & Supply of Winter Jackets to NSW Police

Appendix B**Statutory declaration on contract work****NSW Government**

Statutory Declaration

Oaths Act, 1900 Ninth Schedule

I/We the undersigned (1) Of (2)	(1) insert full name (2) insert business address
In the State of New South Wales (3)	(3) insert occupation
do hereby solemnly declare and affirm that; (4)	(4) the facts to be stated according to the Declarant's knowledge, belief or information, severally
1 (5)	(5) insert name of Contractor
Of (6)	(6) insert business address of Contractor
has lodged a Contract in respect of (7)	(7) insert name and identifying number of Contract to which Contract relates
(Contract) 2 I make this statutory declaration in my following official capacity with the Contractor (8)	(8) insert official relationship with Contractor
3 My authority to make this declaration on behalf of the Contractor is (9)	(9) insert details of authority to make this declaration
4 I am personally aware of the business activities of the Contractor from (10)	(10) insert details to demonstrate knowledge of business of Contractor

0601823 Part C.doc – Manufacture & Supply of Winter Jackets to NSW Police

Appendix C

Receipt of Code of Practice on employment and outwork obligations for textile clothing and footwear suppliers (Code) - Contract work (The Code is also available in Chinese and Vietnamese)**Receipt of NSW Government Code of Practice on employment and outwork obligations for textile clothing and footwear suppliers for contract work**

I (insert name)
acting on behalf of

(insert business/corporate name or organisation, contact address and telephone number)

provided the New South Wales Government *Code of Practice on employment and outwork obligations for textile clothing and footwear suppliers* to the person referred to in the following acknowledgment on / / (insert date).

Acknowledgment of receipt by person or organisation receiving the Code

Name
Title of position
Address

Telephone number

Signature
Date

Appendix D**Employment of outworker - Receipt of information on employment entitlements*****Receipt of information on employment entitlements by outworker***

I (insert name)
acting on behalf of

(insert business/corporate name or organisation, contact address and telephone number)

have provided (insert name of person)

information about their employment entitlements on / / (insert date) in accordance with

(here provide details of Award and Industrial Legislation under which entitlement arises)

Acknowledgment of receipt of information on employment entitlements

Name
Title of position
Address

Telephone number

Signature
Date

PART C3, SCHEDULE 2 CONFIRMATION OF INSURANCES

Insurance Body:

Insured:

Re: Agreement for the provision of Products to the NSW Police between the Insured and the State Contracts Control Board, NSW

It is confirmed that:

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

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

- 1. The State Contracts Control Board is noted as joint insured or additional named insured on the insurance policy(ies), excepting any Worker's Compensation policy.**
- 2. The Insurer will accept a notice of claim given by the State Contracts Control Board as being a claim given by all of the insured.**
- 3. The Insurance Policies contain a cross-liability clause specifying the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured.**

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

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

Authorised Representative of Insurer

Signed:

Position:

Dated:

PART C4 TENDERER IDENTIFICATION DETAILS AND CONFIRMATION OF TENDER

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:

Website:

Contact Name for general enquiries:

Telephone No.:

Tenderer's reference number

2. ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER

Note to tenderers: If submitting a hard copy Tender, execute **cl. 2.2**. If submitting an electronic Tender, only complete **cl. 2.3**.

- 2.1 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 Standing Offer.
- 2.2 I affirm that this is my Tender to supply the Products 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:

Signature of tenderer (if an individual, as identified in **cl. 1 Part C4**)

OR

Signature of authorised officer of tenderer (as identified in **cl. 1 Part C4**)

OR

Signature of partner completing tender on behalf of partnership (identified in **cl. 1 Part C4**)

- 2.3 If submitting an electronic Tender, do you acknowledge and accept that electronic submission in accordance with the requirements of the RFT and any conditions of the DPWS tenders website is sufficient to verify and affirm that this is your Tender to supply the Products at the prices tendered on the conditions contained in Part D, except as expressly amended in your Tender and that the information contained in your Tender is correct?

Note that such acknowledgment and acceptance, by stating "Yes", is a necessary prerequisite to consideration of your Tender.

Yes/No