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**IT IS BROWSABLE ON-SCREEN ONLY AND IS PROVIDED
FOR YOUR INFORMATION TO DECIDE WHETHER TO
BECOME A PROSPECTIVE TENDERER ONLY**

Note: This file may contain a brief scope statement, or an extract from the RFT documents, or a full exhibited copy – depending on the specific circumstances.

To participate in this tender process you **MUST** first download or order a full copy of the Request for Tender (RFT) documents, including the responsible components, and any addenda issued to date.

To do this return to the RFT web page on this web site and copy the RFT documents to your own computer or network – the blue “**DOWNLOAD A SOFT COPY**” link at the bottom provides access to the page from which you can do this.



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

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

Request for Tender: 0602121

Desktop-Publishing, Designing, Filming, Printing, Binding, Packaging and Delivery of the *Police Weekly* Magazine

Period: 24 months from Date of Acceptance
plus up to three optional extensions, each of 12 months' duration

Tender Issue Date: 25th September 2006

Closing Date: 25th October 2006

Closing Time: 9:30 am Sydney Time

Note: If a tender is not submitted electronically, the tenderer must submit the original tender, plus three copies of the tender. Tenders are to be marked "Original", "Copy 1", "Copy 2", "Copy 3" accordingly.

Non-Refundable Hard Copy Document Fee \$110.00 (includes GST). Note: There is no charge for downloading an electronic copy from <https://tenders.nsw.gov.au/commerce>. Payment for a hard copy is to be made by either a cheque drawn in favour of the NSW Department of Commerce or by credit card (MasterCard, Visa and Bankcard). Cash will not be accepted.

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

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

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Desktop-Publishing, Designing, Filming, Printing, Binding, Packaging and Delivery of the *Police Weekly* Magazine

TABLE OF CONTENTS

PART A	<u>THE REQUIREMENT AND CONDITIONS OF TENDER</u>	4
1.	DEFINITIONS OF TERMS USED IN PARTS A and C	4
2.	OUTLINE DESCRIPTION OF THE REQUIREMENT	5
3.	SUMMARY INFORMATION FOR TENDERERS	6
3.1	Structure of Request for Tender	6
3.2	Contact Officer	6
3.3	Nature of Contract	6
3.4	Eligibility to Tender	6
4.	PREPARATION OF TENDER - GENERAL	7
4.1	Conformity of Tenders	7
4.2	General Instructions for Completion of Tenders	7
4.3	Addenda to this RFT Before Close of Tenders	8
5.	PREPARATION OF TENDER - PRICE SCHEDULE AND PROJECT PLAN	8
5.1	Price Schedule	8
5.2	Calculating the Tender Price	8
5.3	Price Basis	8
5.4	GST Free or Input Taxed Supplies	8
5.6	Minimum Tender Validity Period	8
6.	PREPARATION OF TENDER – POLICY REQUIREMENTS	8
6.1	Code of Practice and Code of Tendering	8
6.2	Occupational Health Safety & Rehabilitation	9
6.3	Competitive Neutrality	9
7.	SUBMISSION OF TENDERS	10
7.1	General Instructions for Submission of Tenders	10
7.2	Late Tenders	11
7.3	Extension of the Closing Date and Time	11
8.	EVALUATION OF TENDERS	12
8.1	General	12
8.2	Selection Criteria	12
8.3	Variation of Tenders	13
8.4	Exchange of Information Between Government Agencies	13
8.5	Corrupt or Unethical Conduct	14
9.	OUTCOMES	14

9.1	Negotiations Before Determination of Outcome	14
9.2	Acceptance or Rejection of Tenders	14
9.3	Discontinuance of the Tender Process	14
9.4	Post Tender Negotiations in the Event all Tenders Are Rejected	14
9.5	Complaints.....	15
9.6	Disclosure of Information Concerning Successful and Unsuccessful Tenders	15
9.7	Ownership of Tenders	15

PART A THE REQUIREMENT AND CONDITIONS OF TENDER

1. DEFINITIONS OF TERMS USED IN PARTS A AND C

- 1.1 Unless the context indicates otherwise, the following terms, where used in Parts A and C of this RFT, shall have the meanings set out below.

“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 Employment and Management Act 2002* and includes the duly authorised delegates of the Board, including officers of Contracting Services.

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

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

<http://www.dpws.nsw.gov.au/Government+Guidelines/Goods+and+Services+Procurement/Go+ods+and+Services+Procurement+Publications.htm>

“Conforming Tender” means a Tender that:

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

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

“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 the Contract in Part B, 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.

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

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

“Principal” means the NSW Police.

“Requirement” means the detailed description of the required Services to be met by the tenderers and detailed in the Specification.

“RFT” means this Request for Tender.

“Services” means the services sought under this RFT, specifically, Desktop-Publishing, Designing, Filming, Printing, Binding, Packaging and Delivery of the *Police Weekly* Magazine, as detailed in the Specification at Part C2.

“Specification” means the detailed description of the required Services contained in Part C2 of this Request for Tender.

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

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

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

2. OUTLINE DESCRIPTION OF THE REQUIREMENT

- 2.1 This Request For Tender (“RFT”) covers the provision of Services described as: Desktop-Publishing, Designing, Filming, Printing, Binding, Packaging and Delivery of the *Police Weekly* Magazine for two years with three optional 12-month extensions.
- 2.2 The *Police Weekly* is an A4, four-colour publication. It is a primary vehicle for internal communications within NSW Police
- 2.3 The current format of the *Police Weekly* is:
 - 20 and 24 pages per issue*
 - printed two-sides
 - four-colour print on A2 matt art at 100 gsm
- * The magazine can vary from 16 to 32 pages an issue.
- 2.4 The Services are to be delivered weekly, 47 weeks a year.
- 2.5 The *Police Weekly’s* current print run is 3,450 copies.
- 2.6 Delivery of the *Police Weekly* shall be:
 - 100 copies to: the Editor, Police Weekly, Level 14, NSW Police Executive Offices, 201 Elizabeth St, Sydney, NSW, 2000 BY 10am every Thursday
 - 3,350 copies to: CM Solutions, Unit 5, Block V, 391 Park Road, Regents Park, NSW, 2143
- 2.7 Tenders will be considered in two parts:
 - (a) desktop publishing and design to finished art, to be completed by one supplier and
 - (b) film, plate making, printing, binding, packaging and delivery, to be provided by one supplier.
- 2.8 Tenderers should note that NSW Police reserves the right to contract with one or more than one supplier of these Services.
- 2.9 Tenderers should also note that NSW Police will not permit any subcontracting of the Services.

3. SUMMARY INFORMATION FOR TENDERERS

3.1 Structure of Request for Tender

- 3.1.1 This RFT is made up of Parts A to C. If submitting a Tender, retain Parts A and B. The completed Part C forms the Tender.
- 3.1.2 Part C must be submitted in accordance with the instructions in this Part A and the cover sheet of Part C.

3.2 Contact Officer

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

For Technical Enquiries

Name: Garry Purcell, NSW Police

Phone: (02) 8835 9002

Email: purc1gar@police.nsw.gov.au

For Contractual Enquiries

Name: Stephen Jones, Praxis Professional Services Pty Limited

Phone: (02) 6687 1211

Email: praxis@mbox.com.au

- 3.2.2 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.

3.3 Nature of Contract

- 3.3.1 The Requirement is to be met by a Contract between the Principal and the successful tenderer on the terms and conditions of Part B.

Note: If you nominate at Part C1 that you comply with the Conditions of Contract (Part B), then the stated Conditions of Contract at Part B will not be subject to any negotiation should your tender be successful.

- 3.3.2 The Board reserves the right to appoint more than one Contractor to supply the Requirement or a part of the Requirement.
- 3.3.3 The Contract will be for a term of two years and may be extended by three terms, each of 12 months' duration.

3.4 Eligibility to Tender

- 3.4.1 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.
- 3.4.2 The Board may ask a tenderer to provide evidence of its legal status or capacity to contract. If Tenders from trustees are permitted this may include a copy of the relevant trust deed. Any evidence requested is to be provided within 3 working days of the request.
- 3.4.3 The Board may submit any financial information provided by the Tenderer for independent financial assessment of the Tenderer's business. 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.
- 3.4.4 The Board reserves the right to reject any tender if it judges the tenderer not to have appropriate financial assets.

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

4. PREPARATION OF TENDER - GENERAL

4.1 Conformity of Tenders

- 4.1.1 The Board seeks Conforming Tenders.
- 4.1.2 Tenders that do not include a fully completed Part C, in particular those Tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or, in the case of electronic tenders, which cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Board's discretion.
- 4.1.3 The Board will consider Alternative Tenders, provided the Alternative Tender meets the scope and functional intent expressed in the RFT. Where such Alternative Tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it does not conform to the requirements of the RFT.
- 4.1.4 The Board may assess an Alternative Tender against the selection criteria.
- 4.1.5 An Alternative Tender must be clearly marked "Alternative Tender".
- 4.1.6 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 meets the scope and functional intent expressed in the RFT, 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.

4.2 General Instructions for Completion of Tenders

- 4.2.1 Prices, responses and other information provided in the Tender are to be in writing and in English.
- 4.2.2 Tenderers must initial and date any alterations to, and deletions from, a hard copy Tender.
- 4.2.3 Tenderers must complete ALL of Part C of this RFT, as directed.
- 4.2.4 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.
- 4.2.5 A Tenderer must satisfy itself that the Tender, including the Tender Price is correct and that it is financially and practically viable for it to enter into and perform the proposed Contract.

4.3 Addenda to this RFT Before Close of Tenders

- 4.3.1 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.
- 4.3.2 If for any other reason the Board requires the RFT to be amended an Addendum will be issued.
- 4.3.3 In each case, an Addendum becomes part of the RFT.

5. PREPARATION OF TENDER - PRICE SCHEDULE AND PROJECT PLAN

5.1 Price Schedule

- 5.1.1 Tenderers must complete the Price Schedule at Part C1.

5.2 Calculating the Tender Price

5.2.1 General

- 5.2.1.1 The Tender Price must:
- (a) be in Australian dollars;
 - (b) cover all costs of performing the Contract;
 - (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; and
 - (d) include all costs associated with the preparation and submission of the Tender.

5.3 Price Basis

- 5.3.1 Contract Price/s shall be firm for the first twelve months of the term of the Contract then, at the request of the Contractor, shall be subject to review at the end of that period and each twelve months thereafter, based on variations in the Consumer Price Index (Sydney).

5.4 GST Free or Input Taxed Supplies

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

5.6 Minimum Tender Validity Period

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

6. PREPARATION OF TENDER – POLICY REQUIREMENTS

6.1 Code of Practice and Code of Tendering

- 6.1.1 Tenderers must comply with the Code of Practice and Code of Tendering for NSW Government Procurement. Copies of the Codes are available on the following internet website:

- (a) The Code of Practice for NSW Government Procurement:
www.dpws.nsw.gov.au/NR/rdonlyres/el7fxkrjgymxk5gmufbodku4oxvdteoag2kezkdul3islrarau5u7sbzfxkpy5pu7nspl5pyhamxczalc3jttzalc/Code+of+Practice+for+NSW+Government+Procurement.pdf

- (b) The Code of Tendering for NSW Government Procurement:
www.dpws.nsw.gov.au/NR/rdonlyres/e2xo2i6bycyfiusipa4rn5enrknuqcuovogofievmo3ucf26vjyilt2b55hxqibuetv3p6f5yf7wtzdefs5yj6dcc/Code+of+Tendering+for+NSW+Government+Procurement.pdf
- (c) The Policy Statement for NSW Government Procurement:
www.dpws.nsw.gov.au/NR/rdonlyres/eqdcpqd25gutllburhite26tdcef5ytz7fsvkyvwxmstvmqljx664nk5uczubdaotwzdown6w3nbjgedt2ccszptve/Policy+Statement+for+NSW+Government+Procurement.pdf
- (d) Implementation Guidelines for NSW Government Procurement
<http://www.dpws.nsw.gov.au/NR/rdonlyres/elmf6kpwrvmoaowsnzpkfwyc2oehnttgyun76tww04ciely25yea2zklukap377ibjwe76ayh3cfubt33abp24xsd/Implementation+Guidelines+for+NSW+Government+Procurement.pdf>

6.1.2 Lodgement of tender is evidence of the tenderer's agreement to comply with the Codes for the duration of any subsequent contract that is awarded. If any tenderer fails to comply, the Board may take the failure into account when considering this or any subsequent tender by the tenderer.

6.1.3 The ability of a tenderer to comply with the Codes is an essential condition of all Tenders.

6.2 Occupational Health Safety & Rehabilitation

6.2.1 Tenderers must comply with the following OHS&R requirements in the performance of any contract awarded:

- (a) The *Occupational Health and Safety Act 2000* (NSW) and 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

6.2.2 Tenderers must ensure that the tenderer's Sub-Contractors will comply with the OHS&R requirements listed in clause 6.2.1 in the performance of any contract awarded.

6.2.3 Tenderers must indicate compliance with OHS&R requirements in Part C.

6.3 Competitive Neutrality

6.3.1 In this RFT, a reference to "**Government Businesses**" means in general, entities which: a) have some form of public sector ownership; b) are engaged in trading goods and/or services; c) have a large measure of self sufficiency; and d) are subject to Executive control. In this context, the term Government business includes Public Trading Enterprises, State Owned Corporations and General Government Businesses.

6.3.2 The objective of NSW Government Policy on the application of competitive neutrality is to ensure that Government Businesses, whether they are Commonwealth, State or Local, do not have any net advantage over their competitors as a result of their public sector ownership. It requires that comparisons between public and private sector bids be made on a similar basis. It means, amongst other things, that in-house bids should reflect adjustments that offset the effects of taxation exemptions, where it is feasible to do so, and be accurately costed.

6.3.3 A tenderer who is a Government Business is referred to the NSW Government Policy Statement on the Application of Competitive Neutrality, January 2002, available from the Cabinet Office at Level 37, Governor Macquarie Tower, 1 Farrer Place, Sydney 2000.

6.3.4 The principal or other appropriate senior officer of a tenderer who constitutes Government Business is required to affirm, in Part C, that the tenderer complies with this policy.

7. SUBMISSION OF TENDERS

7.1 General Instructions for Submission of Tenders

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

7.1.2 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
Tenders Office,
Level 3, McKell Building (Ground Floor)
2-24 Rawson Place
Sydney

(2) If delivery personnel require a signature as evidence of delivery the Tender must be delivered between 8:30 am and 5:00 pm, Mondays to Fridays (except public holidays);

(b) by post, addressed to

Tender Box
Tenders Office,
Level 3, McKell Building
2-24 Rawson Place
Sydney NSW 2000;

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

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

7.1.3 A tenderer must not change pre-existing text in the RFT other than to insert the required information.

7.1.4 If a tenderer intends to submit electronically through the NSW Department of Commerce eTendering website, the tenderer must follow the instructions contained in the "Tenderer's Guide to Using eTenders" and "How to lodge a Response" found in the downloadable version of the RFT at <https://tenders.nsw.gov.au/commerce/>.

7.1.5 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 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 Time.

3) A tenderer must determine whether lodgement of a Tender by facsimile or through the NSW Department of Commerce *eTendering website* is appropriate.

- (b) The facsimile machine and the NSW Department of Commerce *eTendering* website may experience difficulties in accepting a large Tender. A tender lodged via the NSW Department of Commerce *eTendering* website should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. A tenderer is referred to the instructions contained in "How to lodge a Response" found in the downloadable version of the RFT at <https://tenders.nsw.gov.au/commerce/>, as to compressing electronically submitted Tenders.
- 1) In order to comply with the above paragraph, an electronic Tender may be supported by documents in hard copy or on CD-ROM.
 - 2) Supporting documents, to be submitted in hard copy or on CD-ROM, may be specified as requirement 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 Time, and
 - (b) Supporting documents should be clearly designated as "Supporting Documents to RFT 06{."
- 7.1.6 A tenderer is strongly encouraged, although not required, to lodge its Tender electronically through the Department of Commerce *eTendering website*. 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.
- 7.1.7 A tenderer, by electronically lodging a Tender, is taken to have accepted conditions shown on the Department of Commerce *eTendering website*.
- 7.1.8 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. Any CAD files submitted with an electronically lodged Tender must be in DWF, DWG or DXF format. A tenderer must ensure that any CAD files submitted will correctly display and print in Microstation Version 4.
- 7.1.9. Signatures are not required for a Tender submitted to the Department of Commerce *eTendering website*. A tenderer, however, must ensure that an electronically lodged 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.
- 7.1.10 If a tenderer experiences any persistent difficulty with the Department of Commerce *eTendering website* in submitting a Tender or otherwise, it is encouraged to advise the Contact Officer, and to note there are usually alternative Tender lodgement methods described in the RFT.
- 7.2 Late Tenders**
- 7.2.1 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.
- 7.3 Extension of the Closing Date and Time**
- 7.3.1 The Board may, in its discretion, extend the Closing Date and Time.

8. EVALUATION OF TENDERS

8.1 General

- 8.1.1 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.
- 8.1.2 Annual price of the proposed Services will account for 45% of the total evaluation score. The selection criteria for this Request for Tender that relate to technical and commercial merit of the tender will account for 55% of the total evaluation score.
- 8.1.3 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.
- 8.1.4 If a particular requirement is stated to be “mandatory” a failure by the Tender to fully comply with that requirement will result in automatic exclusion of the Tender without further consideration.
- 8.1.5 As part of the evaluation process, tenderers may be called upon at their own expense to make a presentation of their proposal to the evaluation committee.
- 8.1.6 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.
- 8.1.7 At the Board’s discretion any omitted detail or variation and/or qualification of any requirement may be either evaluated and/or scored in accordance with the tenderers statement (or lack thereof) or clarified by the Board as to the intention of the tenderer.

8.2 Selection Criteria

- 8.2.1 The selection criteria to be used in the evaluation of tenders are as follow:
- (a) annual cost of the proposed Services;
 - (b) the quality of the design submitted with your tender;
 - (c) the quality of samples of similar work/magazines submitted with your tender;
 - (d) the tenderer’s (desktop publisher’s) ability to produce *Police Weekly* using the latest version of InDesign on Macintosh;
 - (e) the tenderer’s (desktop publisher’s, printer’s) ability to transfer data electronically by secure FTP (File Transfer Protocol);
 - (f) the tenderer’s demonstrated past performance in the provision of similar services;
 - (g) the physical and human resources dedicated to the Services by the tenderer;
 - (h) the adequacy of the tenderer’s current or proposed security arrangements;
 - (i) the tenderer’s ability to contribute to the cost-effective development of the quality and presentation of the *Police Weekly*;
 - (j) the value and cost to the Principal of any additional services offered by the tenderer;
 - (k) the tenderer’s general compliance with the Specification at Part C2;
 - (l) the tenderer’s compliance with the Conditions of the Contract at Part B;
 - (m) the tenderer’s compliance with applicable NSW Government policies;
 - (n) site inspection of the tenderer’s premises (if considered necessary);
 - (o) satisfactory tenderer’s references (if considered necessary); and
 - (p) the tenderer’s financial capacity to perform the contract.
- 8.2.2 The criteria listed at 8.2.1 are not in any particular order and are not necessarily exhaustive or to be given equal weight.

8.3 Variation of Tenders

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

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

8.3.2 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 to provide an explanation or correct a mistake, it appears to the Board reasonable in the circumstances to allow the tenderer to provide the explanation or correct the mistake or anomaly, or
- (d) in the case of variation to document agreed changes, the Board has confirmed that the draft documented changes reflect what has been agreed.

8.3.3 If a Tender is varied to provide an explanation or correct a mistake, the Board will provide all other tenderers whose Tenders have similar characteristics with the opportunity of varying their Tenders in a similar way.

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

- (a) it would substantially alter the original Tender; or
- (b) in the case of variation to provide an explanation or correct a mistake, it would result in the revising or expanding of a Tender in a way which would give a tenderer an unfair advantage over other tenderers.

8.4 Exchange of Information Between Government Agencies

8.4.1. By tendering for this Contract, the tenderer authorises the Board to collect, or exchange with other public bodies, information and opinions about the tenderer's performance or financial position (that may identify the tenderer by name) for any purpose related to the performance by the tenderer of NSW public sector contracts. In particular, any such information and opinions about the tenderer may be used in considering whether to offer the tenderer opportunities for NSW public sector work.

8.4.2 The tenderer agrees that it will make no claim against the State, the Board, the Principal, or any other NSW public body in respect of information or opinions about the tenderer collected, exchanged and used for the above-stated purposes. The tenderer may have rights under the *Freedom of Information Act 1989* to access, and to require the correction of, information held by certain agencies.

8.4.3 The tenderer agrees that 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 in accordance with this clause.

8.5 Corrupt or Unethical Conduct

- 8.5.1 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 sub-contractor of the Board, the Client Agency, or the NSW Government in connection with this RFT or the submitted Tender;
 - (b) engaged in corrupt conduct within the meaning of the *Independent Commission Against Corruption Act 1988*, or
 - (c) a record (including through an agency report) of unethical behaviour,
- this may result in the Tender not receiving further consideration.
- 8.5.2 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.

9. OUTCOMES

9.1 Negotiations Before Determination of Outcome

- 9.1.1 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 or a preferred tenderer, including those who have submitted Alternative Tenders or who have submitted substantially Conforming Tenders, to mutually improve outcomes.

9.2 Acceptance or Rejection of Tenders

- 9.2.1 The Board may accept all or any part or parts of any Tender or Tenders, including, in accordance with this Part A, any Alternative Tender or other Non-Conforming Tender.
- 9.2.2 The Board is not bound to accept the lowest or any Tender.
- 9.2.3 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 this Part A.
- 9.2.4 The Board will accept a Tender by letter of acceptance or by execution of a formal contract, at the Board's discretion. No Tender may be verbally accepted.

9.3 Discontinuance of the Tender Process

- 9.3.1 The Board reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of Tenders.
- 9.3.2 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.

9.4 Post Tender Negotiations in the Event all Tenders Are Rejected

- 9.4.1 If there are no acceptable Tenders the Board may negotiate with the tenderers which are closest to conforming with the tender requirements and provide best value for money.

9.5 Complaints

- 9.5.1 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 B or the Requirement, it is invited to write to:

State Contracts Control Board
Level 23, McKell Building
2-24 Rawson Place
SYDNEY NSW 2000

9.6 Disclosure of Information Concerning Successful and Unsuccessful Tenders

- 9.6.1 In accordance with NSW Government Policy, the Board may publish information relating to the contract awarded under the RFT, including the identity of the successful tenderer, the price payable by the agency and the significant selection criteria used in Tender assessment plus their weightings.
- 9.6.2 Unless the successful tenderer agrees or release is legally required, the Board will not disclose the successful tenderer's financing arrangements, cost structure or profit margins, significant intellectual property or any other information that in the Board's view would put the successful tenderer at a substantial commercial disadvantage.
- 9.6.3 A tenderer may request that the Board not disclose particular information included in its Tender, giving reasons. The Board will consider any such request before disclosure of information under this clause, but the Board's decision is final and at its absolute discretion.
- 9.6.4 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.
- 9.6.5 For contracts valued over \$150,000, the Board will normally publish the names of tenderers when Tenders close, and the other public information about the contract on the internet, within 90 days after award of the contract. For other contracts the Board will disclose the public information on request.

9.7 Ownership of Tenders

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



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

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

PART B – CONDITIONS OF CONTRACT

Contract No. 0602121

**Desktop-Publishing, Designing, Filming,
Printing, Binding, Packaging and Delivery
of the *Police Weekly Magazine***

for NSW Police

**PERIOD: 24 months from Date of Acceptance
plus three optional extensions, each of 12 months' duration**

Part B – Conditions of Contract

TABLE OF CONTENTS

PART B	CONDITIONS OF CONTRACT	4
1.	INTERPRETATION	4
1.1	Definitions	4
1.2	Rules for interpreting this Contract	6
2.	NATURE OF THE CONTRACT BETWEEN PRINCIPAL AND CONTRACTOR	6
3.	TERM	6
4.	SERVICES TO BE SUPPLIED	6
5.	RIGHT TO OBTAIN SERVICES ELSEWHERE	7
6.	RESPONSIBILITY OF THE CONTRACTOR	7
7.	PERFORMANCE OF WORK	7
8.	PRICE BASIS	7
9.	GOODS AND SERVICES TAX	8
10.	GOVERNMENT TAXES, DUTIES AND CHARGES	8
11.	PAYMENT	8
12.	CONFLICT OF INTEREST	8
13.	MISTAKES IN INFORMATION	9
14.	MINIMUM INSURANCE REQUIREMENTS	9
15.	GENERAL INDEMNITY	10
16.	COMPLIANCE WITH LAWS	10
17.	PAYMENT OF WAGES AND ALLOWANCES	10
18.	THE CONTRACTOR'S ON-COSTS	11
19.	LICENCES AND APPROVALS	11
20.	KEEPING OF RECORDS AND ACCESS TO RECORDS	11
21.	ACCESS TO CONTRACTOR'S PREMISES	11
22.	MONITORING OF PERFORMANCE	11
23.	EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES	11
24.	THE CONTRACTOR'S PERSONNEL/SPECIFIED PERSONNEL	12
25.	PROBITY CHECK	12
26.	CONFIDENTIALITY	12
27.	DELIVERY OF CONTRACT MATERIAL AND INFORMATION	13
28.	INTELLECTUAL PROPERTY RIGHTS	13
29.	ENTRY TO OFFICIAL ESTABLISHMENTS	13
30.	DAMAGE TO PROPERTY	14
31.	VARIATIONS	14
32.	TERMINATION FOR CAUSE	14
33.	TERMINATION FOR THE PRINCIPAL'S CONVENIENCE	15
34.	NO ASSIGNMENT OR NOVATION	15
35.	ISSUE RESOLUTION	15
35.1	General	15
35.2	Amicable Resolution	15
35.3	Expert Determination	16
36.	PERFORMANCE OF CONTRACT DURING ISSUE RESOLUTION	17
37.	WAIVER	17
38.	SEVERABILITY	17
39.	NOTICES	17
40.	COUNTERPARTS	17
41.	APPLICABLE LAW	17
42.	RIGHTS CUMULATIVE	17
43.	NO AGENCY/NO EMPLOYMENT/NO PARTNERSHIP	17
44.	SET-OFF/MONEY RECOVERABLE BY PRINCIPAL	18

45.	SUSPENSION OF PAYMENTS.....	18
46.	CONTRACTOR'S WARRANTIES.....	18
47.	CONTRACTOR'S WARRANTIES (GENERAL).....	18
48.	SUB-CONTRACTING OF CONTRACT	18
49.	NON-MERGER	19
<u>SCHEDULE 1 EXPERT DETERMINATION PROCEDURE</u>		20
1.	QUESTIONS TO BE DETERMINED BY THE EXPERT	20
2.	SUBMISSIONS.....	20
3.	CONFERENCE	21
4.	ROLE OF EXPERT	21

PART B CONDITIONS OF CONTRACT

1. INTERPRETATION

1.1 Definitions

“Circumstances Beyond the Control of the Contractor” include:

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

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

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

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

“Contract Material” means:

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

“Contract Price” or **“Price”** means the amount payable (as detailed in the Price Schedule at Part C1, clause 2) by the Principal to the Contractor for provision of the Service/s in accordance with the Conditions of Contract and Specification.

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

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

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

“Date of Commencement” means the day, agreed by the Parties, on which the Contract shall commence.

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

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

“Parties” means the Principal and the Contractor.

“Price Schedule” means the Price Schedule attached to the Tender in Part C1, clause 2.

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

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

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

“Schedule” means a schedule to this Contract.

“Services” means the services sought under this RFT, specifically Desktop-Publishing, Designing, Filming, Printing, Binding, Packaging and Delivery of the *Police Weekly Magazine*, as detailed in the Specification at Part C2.

“Specification” means the detailed description of the required Services contained in Part C2 of this Request for Tender. In the event of any inconsistency between the Specification and any part of this Contract, this Contract will prevail to the extent of the inconsistency.

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

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

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

- (a) clause 14 (Insurance),
- (b) clause 15 (General Indemnity)
- (c) clause 19 (Licences and Approvals),
- (d) clause 26 (Confidentiality),
- (e) clause 28 (Intellectual Property Rights); and
- (f) clause 34 (No Assignment or Novation)

“Term” means the period of this Contract, set out in clause 3.

1.2 Rules for interpreting this Contract

- 1.2.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.
- 1.2.2 A reference to:
- (a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (b) a document or Contract, or a provision of a document or Contract, is a reference to that document, Contract or provision as amended, supplemented, replaced or novated;
 - (c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
 - (d) anything (including a right, obligation or concept) includes each part of it.
- 1.2.3 If this Contract expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.
- 1.2.4 A singular word includes the plural, and vice versa.
- 1.2.5 A word which suggests one gender includes the other genders.
- 1.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.
- 1.2.7 The Parties may undertake business by the electronic exchange of information and the provisions of this Contract will be interpreted to give effect to undertaking business in this manner.

2. NATURE OF THE CONTRACT BETWEEN PRINCIPAL AND CONTRACTOR

- 2.1 This Contract covers the provision of the Services to NSW Police (the Principal), in accordance with the Specification.
- 2.2 This Contract constitutes the entire Contract between the Parties. Any prior arrangements, Contracts, representations or undertakings are superseded. No notification or alteration of any clause of this Contract will be valid except in writing signed by both Parties.

3. TERM

- 3.1 The Term of the Contract is two years from the Date of Commencement, unless sooner determined in accordance with the Conditions of the Contract.
- 3.2 The Principal may, with the consent of the Contractor, extend this Contract for three further periods, each of one-year duration.

4. SERVICES TO BE SUPPLIED

- 4.1 The Contractor acknowledges that the Contract constitutes a standing offer for the supply of only such Service as may be required from time to time during the currency of the Contract and the Principal shall be bound expressly or implied to order from the Contractor any quantity of Service during the period of the Contract.

5. RIGHT TO OBTAIN SERVICES ELSEWHERE

- 5.1 If, in the Principal's opinion, any Service/s required cannot be promptly or conveniently obtained under the Contract, it shall be lawful for the Principal to make, or authorise the making of, special arrangements for the provision of such Service/s and the Contract shall not be considered as infringed or vitiated thereby.
- 5.2 If Service of the kind contracted to be supplied under the Contract is provided in any government establishment or institution, they may be obtained from that establishment or institution instead of under the Contract and the Contract shall not be considered as infringed or vitiated thereby.

6. RESPONSIBILITY OF THE CONTRACTOR

- 6.1 The Contractor shall establish immediately, at no additional cost to the Principal, all necessary facilities for the effective conduct and management of all aspects of the Contract.

7. PERFORMANCE OF WORK

- 7.1 The work under this Contract shall be executed in accordance with the terms and conditions detailed herein and the Contractor shall carry out and perform the work in a thoroughly sound and competent manner, to the reasonable satisfaction of the Principal and in accordance with its general directions.
- 7.2 For the purposes of this clause, the word "direction" includes any agreement, approval, authorisation, certificate, decision, demand, determination, direction, explanation, instruction, notice, notification, order, permission, rejection, request or requirement which the Principal may make, give or issue pursuant to the provisions of the Contract.

8. PRICE BASIS

- 8.1 Contract Price/s shall be firm for the first twelve months of the term of the Contract then, at the request of the Contractor, shall be subject to review at the end of that period and each twelve months thereafter, based on variations in the Consumer Price Index (Sydney).
- 8.2 Price Adjustment process for Increases in Prices
- 8.2.1 The Contractor may not vary the Price of a Service/s except in accordance with the Price mechanism nominated at Part C1 of the Request for Tender.
- 8.2.2 The Contractor must apply in writing to the Principal to increase Prices in the Price Schedule. Such application is to be made six weeks before each anniversary of the contract. Sufficient documentation to justify applications for Price variation must accompany the application.
- 8.2.3 Subject to the Contractor having provided the Principal with sufficient documentation, the Principal will, in writing, approve or reject a price variation within six weeks of lodgement of the application.
- 8.2.4 Where the Price variation is accepted, the Price Schedule will be taken to include the varied Price.
- 8.2.5 The provision of Services under the Contract shall not be withheld or disrupted by formalities or disputes associated with the variation of a Price.

9. GOODS AND SERVICES TAX

9.1 In this clause and Contract:

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

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

9.1.3 **“GST Law”** means any law imposing a GST and includes *A New Tax System (Goods & Services Tax) Act 1999* (Cth) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation based on those Acts.

9.1.4 Every invoice issued by a person making a Supply must be in the form of, or be accompanied by, a valid Tax Invoice. No amount is payable until a valid Tax Invoice for the Contract Price, or any instalment of the Contract Price, is received.

9.1.5 If there is any abolition or reduction of any tax, duty, excise or statutory charge associated with the GST, or any change in the GST, the Consideration payable for the Supply must be varied so that the Contractor's net dollar margin for the Supply remains the same.

9.1.6 Any contract entered into by a Party to this Contract with a third party which involves a Supply being made, the cost of which will affect the cost of any Supply made under or in connection with this Contract, must include a clause in equivalent terms to clause 9.1.5.

10. GOVERNMENT TAXES, DUTIES AND CHARGES

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

11. PAYMENT

11.1 Payment will be made within 30 days of the receipt of each issue, providing an invoice (including all originals and half-tones) has been supplied to the Principal.

12. CONFLICT OF INTEREST

12.1 The Contractor warrants that, to the best of its knowledge, no conflict of interest of the Contractor, its employees, agents or sub-contractors exists or is likely to arise in the performance of its obligations under the Contract.

12.2 The Contractor must:

- (a) notify in writing, and consult with, the Principal immediately upon becoming aware of the existence, or possibility, of a conflict of interest; and
- (b) comply with any direction given by the Principal in relation to those circumstances designed to manage that conflict of interest.

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

12.4 The Principal may terminate the Contract in accordance with clause 32.1 if in its view a conflict of interest exists which prevents the proper performance of the Contract.

13. MISTAKES IN INFORMATION

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

14. MINIMUM INSURANCE REQUIREMENTS

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

- (a) a form liability policy of insurance which includes public liability insurance to the value of at least the amount of \$10 million in respect of each claim;
- (b) workers' compensation insurance in accordance with applicable legislation for all the Contractor's employees; and
- (c) professional indemnity insurance to the value of \$10 million.

- 14.1.2 The professional indemnity insurance:

- (i) must be maintained by the Contractor for 2 years after the conclusion of this Contract for an amount sufficient to indemnify the Contractor in respect of all liabilities arising out of this Contract; and
- (ii) must cover the Contractor's liability to the Principal in respect of the services and any products supplied ancillary to the services;
- (iii) must include one automatic reinstatement provision; and
- (iv) must include a description of the risk covered by the policy; and

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

- 14.3 All policies, apart from workers compensation and professional indemnity insurance must:

- (a) note the interest of the Principal, the State and any subcontractor;
- (b) contain a cross-liability clause in which the insurer agrees to waive any rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured or otherwise entitled to the benefit of the policy; and
- (c) require the insurer to notify all named insured of any variation or cancellation of the policy, provided that a notice of claim given to the insurer by the Principal, the Contractor or the subcontractor will be accepted by the insurer as a notice of claim given by all of the insured.

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

- 14.5 During the Term, the Contractor must when requested in writing by the Principal:

- (a) supply proof that all insurance policies required by this Contract are current; and
- (b) if required, arrange for its insurer to complete and sign a "Confirmation of Insurances Obtained Form", and on-send this to the Principal within 30 days of the request.

- 14.6 If the Contractor fails to comply with clauses 14.1, 14.3, 14.4 and 14.5, the Principal
- (a) may affect and maintain that insurance and pay the necessary premiums; and
 - (b) may recover from the Contractor the cost of the premiums and the Principal's reasonable costs of effecting and maintaining the insurance.
- 14.7 Where the Contractor is insured under a foreign company's or holding company's insurance policy, that insurance policy must clearly indicate that it applies to and extends coverage to the Contractor.
- 14.8 The effecting of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of this Contract.

15. GENERAL INDEMNITY

- 15.1 The Contractor will be liable in respect of, and indemnifies, and shall keep indemnified, the Principal and its officers, employees and agents against any claim, loss or expense or damages (including a claim, loss or expense arising out of personal injury or death or damage to property) which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) (together "the loss") as a result of:
- (a) any unlawful, negligent, reckless or deliberately wrongful act or omission of the Contractor (or its employees, agents or subcontractors or their employees) in the performance of this Contract; or
 - (b) any breach of this Contract or the confidentiality deeds required by this Contract.
- 15.2 The Contractor's liability in respect of, and indemnity given in, clause 15.1 shall be reduced proportionally to the extent that any unlawful, negligent, or deliberately wrongful act or omission of the Principal, its officers, employees or agents caused or contributed to the loss.

16. COMPLIANCE WITH LAWS

- 16.1 The Contractor must at all times act in a lawful manner in the provisions of the Service and the conduct of its business including, without limitation, complying with all taxation legislation, privacy legislation, workers compensation and occupational health and safety requirements. In providing the Service the Contractor shall also comply with:
- (i) the Crimes (Administration of Sentences) Act 1999;
 - (ii) any other Legislative requirement; and
 - (iii) the provisions of this Contract.

17. PAYMENT OF WAGES AND ALLOWANCES

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

18. THE CONTRACTOR'S ON-COSTS

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

19. LICENCES AND APPROVALS

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

20. KEEPING OF RECORDS AND ACCESS TO RECORDS

- 20.1 The Contractor must keep proper accounts, records and time sheets in accordance with the accounting principles generally applied in commercial practice.
- 20.2 During the Term, the Contractor must, within seven days of a request from the Principal, give the Principal access to, and copies of, any material relevant to the performance of the Contractor's obligations under this Contract, and any financial information, that the Principal reasonably requires.

21. ACCESS TO CONTRACTOR'S PREMISES

- 21.1 During the Contract period, the Contractor shall at all times during hours (ie. Monday to Friday, 9.00am to 5.00 pm) permit or arrange for all officers authorised by the Principal to enter upon the premises of the Contractor for the purposes of inspecting work performed pursuant to the Contract and to be given access to all documents or information necessary for the same purposes.

22. MONITORING OF PERFORMANCE

- 22.1 The Contractor must meet with the Principal from time to time, as reasonably directed by the Principal and as a minimum on a quarterly basis, to evaluate and monitor performance of this Contract by the Contractor.
- 22.2 At all times during the term and any extensions of the term of the Contract, the Contractor shall perform the services to the standards set out in the specification and also strictly in accordance with requirements of the specification.

23. EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

- 23.1 The Contractor authorises the Principal and its employees and agents to make available to NSW Government departments or agencies information concerning the Contractor, including any information provided by the Contractor to the Principal and any Information relating to the Contractor's performance under the Contract, or the Contractor's financial position.
- 23.2 The Contractor acknowledges that Information about the Contractor from any source including any substantiated reports of unsatisfactory performance, may be taken into account by NSW Government agencies in considering whether or not to offer the Contractor future opportunities for NSW Government work.
- 23.3 The Principal regards that the provision of Information about the Contractor to any New South Wales Government department or agency as privileged within section 22 of the Defamation Act 1974 (NSW).
- 23.4 The Contractor releases and indemnifies the Principal and the State of New South Wales from any claim in respect of any matter arising out of the provision of Information. Without

limiting the above, the Contractor releases the Principal and the State of New South Wales from any claim it may have for any loss to the Contractor arising out of the provision of Information relating to the use of such Information by the recipient of the Information.

24. THE CONTRACTOR'S PERSONNEL/SPECIFIED PERSONNEL

- 24.1 The Contractor warrants that all personnel engaged in the provision of the Service are appropriately qualified, competent and experienced.
- 24.2 The Contractor must employ only such persons:
- (a) as are careful, skilled and experienced in the provision of the Service or similar Service; and
 - (b) (where applicable) who hold all necessary licences, permits and authorities.

25. PROBITY CHECK

- 25.1 The Contractor is to provide consent for probity checks, to be carried out as and when required, for each of its officers, principals and/or employees. If the Contractor is a company, its nominated officers are also required to provide a consent for probity check.
- 25.2 The Contractor acknowledges and agrees that probity checks in respect to each of its officers, principals, and/or employees engaged in the provision of the services will be conducted by the Principal.
- 25.3 The Contractor shall provide to the Principal, consents for probity checks from each of its officers, principals and/or employees who are engaged in the provision of the services, including any officer, principal and/or employee appointed by the Contractor subsequent to the date of the Contract.
- 25.4 The Principal shall be at liberty by written notice given to the Contractor to determine the Contract or any part thereof if the Contractor fails to provide the said consents to probity checks or if the results of the said probity checks are unacceptable to the Principal.
- 25.5 The Contractor acknowledges that the services provided and information obtained concerning the Principal by the Contractor is confidential and undertakes to not directly divulge or communicate to a third party any information concerning the Principal acquired as a result of the performance of the services.

26. CONFIDENTIALITY

- 26.1 In this Contract “**Confidential Information**” means information that:
- (a) is by its nature confidential;
 - (b) is designated by either party as confidential; or
 - (c) a party knows or ought to know is confidential;
- but does not include information which:
- (d) is or becomes public knowledge other than by breach of this Contract;
 - (e) is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party; or
 - (f) has been independently developed or acquired by a party.
- 26.2 Neither party shall, without the prior written approval of the other party (which approval shall not be unreasonably withheld) make public or disclose to any person any Confidential Information of the other party, any information about this Contract or any other agreement

associated with this Contract and, in giving written approval, the other party may impose such terms and conditions as it thinks fit.

- 26.3 Each party shall take all reasonable steps to ensure that its employees or agents engaged for the purposes of this Contract, do not make public or disclose Confidential Information of the other party.
- 26.4 Either party may at any time require the other party to arrange for its employees or agents engaged in the performance of the Service to execute a deed of confidentiality.
- 26.5 Either party agrees to indemnify and hold harmless the other party against all costs, liability, losses and claims incurred by the other party as a result of any breach of confidentiality.
- 26.6 Each party shall on demand by the other party return any document supplied by the other party to it.
- 26.7 This clause shall survive the termination of this Contract.

27. DELIVERY OF CONTRACT MATERIAL AND INFORMATION

- 27.1 On or as soon as practicable after the end of this Contract, the Contractor must deliver, as required, to the Principal or to the any incoming contractor all materials and information relating to the Contract.
- 27.2 The Contractor may in good faith keep a copy of the Contract Material and information for its records.

28. INTELLECTUAL PROPERTY RIGHTS

- 28.1 The Contractor must not at any time breach or infringe any Intellectual Property rights of the Principal or of any other person whether in the course of providing the Service or otherwise.
- 28.2 The Contractor agrees to indemnify and keep indemnified the Principal (which term includes in this clause, any Principal, and their officers, employees and agents) from and against any actions, claims, proceedings, demands, costs, expenses, losses and damages, arising from or in connection with any infringement or alleged infringement of any Intellectual Property rights.
- 28.3 The Principal may take legal proceedings including injunctive proceedings against the Contractor if there is any actual, threatened or suspected breach of clause 28.1 despite the provisions of clause 35.
- 28.4 The Contractor acknowledges that, in the event of a breach of clause 28.1 the Principal may terminate this Contract in accordance with clause 32 without prejudice to any accrued rights or remedies of the Principal.
- 28.5 In the event of any claim being made or brought against the Principal in respect of any breach or alleged breach by the Contractor of any Intellectual Property rights, the Principal will notify the Contractor. The Contractor will, with the reasonable assistance, if required, of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of such claims or any litigation that may arise in connection with the claim. If the Contractor fails to conduct such negotiations or settlement the Principal may direct Principals to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn.

29. ENTRY TO OFFICIAL ESTABLISHMENTS

- 29.1 All persons entering official establishments are required to be approved and conform with the regulations regarding security and discipline within the area as may be laid down by the Principal or authority concerned.

30. DAMAGE TO PROPERTY

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

31. VARIATIONS

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

32. TERMINATION FOR CAUSE

- 32.1 Without prejudice to its rights at common law, the Principal may immediately terminate this Contract, in whole or in part, by written notice to the Contractor ("Notice of Termination for Cause"):

- (a) where the Contractor makes any statement, fact, information, representation or provides material in the Tender which is false, untrue, or incorrect in a way which materially affects the Contract;
- (b) where proceedings or investigations are commenced or threatened by the Independent Commission Against Corruption or similar public body against the Contractor including for corrupt conduct or for collusive pricing;
- (c) where the Contractor commits a Substantial Breach of the Contract that is not capable of remedy;
- (d) where the Contractor commits a Substantial Breach of the Contract in a manner that is capable of remedy and does not remedy the breach within 7 days of receiving a notice from the Principal requiring it to do so ("Notice of Breach"), or such further time, having regard to the nature of the breach and a reasonable time to remedy it, as the Principal may reasonably allow;
- (e) where the Contractor assigns its rights and/or obligations, or novates this Contract or subcontracts the Contract except in accordance with this Contract; or
- (f) in the case of the Contractor's Insolvency.
- (g) where the Contractor has not for three consecutive Payment Periods issued any invoice to a Customer or received any Order; or
- (h) If in the Principal's view a conflict of interest exists for the Contractor which prevents the proper performance of the Contract.

32.2 Effect of Termination for cause

- 32.2.1 If the Principal terminates this Contract for cause the Principal may:

- (a) contract with any other person to complete the provision of the Service;
- (b) deduct loss or damages arising from or in connection with the termination, including any loss or damages incurred by a Principal under any Contract (which may be ascertained and certified by the Principal), from any money due, or which may become due to the Contractor (whether under this Contract or any Contract) and/or from the Security (if any); and

- (c) recover from the Contractor in an appropriate court the balance of any monies remaining unpaid as a debt due and payable by the Contractor to the Principal.

33. TERMINATION FOR THE PRINCIPAL'S CONVENIENCE

- 33.1 The Principal may terminate this Contract in whole or in part for its convenience by giving written notice ("Notice of Termination for Convenience") with effect from the date stated in the notice and without the need to give reasons.
- 33.2 Effect of Termination for convenience
 - 33.2.1 The Principal shall reimburse the Contractor its unavoidable costs directly incurred as a result of termination provided that any claim by the Contractor:
 - (a) must be supported by written evidence of the costs claimed;
 - (b) will be in total satisfaction of the liability of the Principal to the Contractor in respect of this Contract and its termination.
 - 33.2.2 The Principal shall not in any circumstances be liable for any consequential loss or loss of profits suffered by the Contractor as a result of the termination of this Contract by the Principal.
 - 33.2.3 The Contractor must, wherever possible, include in all sub-contracts and supply Contracts an equivalent provision to this clause.

34. NO ASSIGNMENT OR NOVATION

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

35. ISSUE RESOLUTION

35.1 General

- 35.1.1 In order to resolve any conflicts or issues between the Parties promptly and to the satisfaction of the Parties, the issue resolution process stated below will be followed in this order until an issue is resolved:
 - (a) Amicable Resolution (cl.35.2);
 - (b) Expert Determination (cl.35.3)

35.2 Amicable Resolution

- 35.2.1 Either Party may give notice to the other Party of an issue, including a dispute or difference, ("the Issue Notice") about the meaning or effect of the Contract or about any matter arising under or out of the Contract. The Issue Notice must be given within a reasonable time of the Party becoming aware of the issue.
- 35.2.2 If the Party giving the Issue Notice is the Contractor, and this issue has arisen under the Contract, it must give the Issue Notice to the Principal.
- 35.2.3 If the Party giving the Issue Notice is the Principal, it must give the Issue Notice to the Contractor.

- 35.2.4 The Parties must follow the issue resolution process in this clause before either commences proceedings or takes similar action except to seek an urgent injunction or declaration.
- 35.2.5 If a Party gives an Issue Notice under this clause, each Party will nominate in writing a senior executive who will promptly confer to resolve the issue.
- 35.2.6 A Party is not entitled to refer an issue to Expert Determination until 21 days after the giving of the Issue Notice.
- 35.2.7 A Party may only refer an issue to Expert Determination by giving notice in writing specifying the issue to be decided ("the Referral Notice").
- 35.2.8 If the Party giving the Referral Notice is the Contractor it must give the Referral Notice to the Principal.
- 35.2.9 If the Party giving the Referral Notice is the Principal, it must give the Referral Notice to the Contractor.
- 35.2.10 If a Referral Notice has not been given within 27 days of becoming entitled under clause 35.2.6 then the issue is barred from Expert Determination or any other action or proceedings (including court proceedings).

35.3 Expert Determination

- 35.3.1 If a Referral Notice is given under clause 35.2, the expert is to be agreed between the Principal and the Contractor. If they cannot agree within 27 days of the Referral Notice, the expert is to be nominated by the Chief Executive Officer, Australian Commercial Disputes Centre, Sydney.
- 35.3.2 The expert nominated must be a lawyer unless otherwise agreed. The expert must not be:
- (a) an employee of the Parties;
 - (b) a person who has been connected with the Contract or the Contract as the case may be; or
 - (c) a person who the Parties have not been able to agree on.
- 35.3.3 When the person to be the expert has been agreed or nominated, the Principal, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:
- (a) the issue referred to the expert for determination
 - (b) the expert's fees
 - (c) the procedure for the determination set out in Schedule 1.
 - (d) any other matter which is relevant to the engagement.
- 35.3.4 The Parties must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own expenses.
- 35.3.5 The procedure for expert determination is set out in Schedule 1.
- 35.3.6 In answer to any issue referred to the expert by a Party, the other Party can raise any defence, set-off, or counter-claim.
- 35.3.7 If the expert determines that one Party must pay the other an amount exceeding \$100,000.00 (calculating the amount without including interest on it, and after allowing for set-offs), then either Party may commence litigation, but only within 56 days after receiving the determination.

- 35.3.8 Unless a Party has a right to commence litigation under clause 35.3.7
- (a) the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 27 days.

36. PERFORMANCE OF CONTRACT DURING ISSUE RESOLUTION

- 36.1 The Parties agree to continue performing their obligations under this Contract while the issue is being dealt with in accordance with this clause 35.

37. WAIVER

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

38. SEVERABILITY

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

39. NOTICES

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

40. COUNTERPARTS

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

41. APPLICABLE LAW

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

42. RIGHTS CUMULATIVE

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

43. NO AGENCY/NO EMPLOYMENT/NO PARTNERSHIP

- 43.1 The Contractor agrees that the Contractor will not be taken to be, nor will it represent that it is, the employee, partner, officer and/or agent of the Principal.

44. SET-OFF/MONEY RECOVERABLE BY PRINCIPAL

- 44.1 The Principal may deduct from amounts which may be payable or which may become payable to the Contractor, any amount due from the Contractor to the Principal in connection with the supply of the Service.
- 44.2 Without limiting clause 44.1, any damages, costs and expenses recoverable by the Principal from the Contractor in consequence of the Contractor's breach of the Contract may be deducted from money then due to the Contractor under the Contract. If that money is insufficient for that purpose, the balance remaining unpaid will be a debt due by the Contractor to the Principal and may be:
- (a) set off against any other money due to the Contractor by the Principal under this or any other Contract between the Principal and the Contractor; or
 - (b) recovered from the Contractor by the Principal in an appropriate court.
- 44.3 Nothing in this clause will affect the right of any Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.

45. SUSPENSION OF PAYMENTS

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

46. CONTRACTOR'S WARRANTIES

- 46.1 In relation to Service that are services, the Contractor warrants that:
- (a) it will provide the Service in accordance with the requirements of the Contract and with due care and skill;
 - (b) it will comply with all statements or representations as to the provision of the Service contained in the Tender;
 - (c) the information contained in the Tender as to the structure, viability, reliability, insurance cover, capacity, experience and expertise of the Contractor and its employees and sub-contractors is correct;
 - (d) it has established and will comply with and maintain during the Contract, the quality assurance arrangements set out in the Tender; and
 - (e) it will not enter into any arrangement that impedes or is likely to impede its performance of the Service in a manner, and to a standard, that is satisfactory to the Principal without first obtaining the Principal's consent.

47. CONTRACTOR'S WARRANTIES (GENERAL)

- 47.1 The Contractor warrants that:
- (a) the Service do not infringe the Intellectual Property rights of a third party; and
 - (b) the Service shall conform to any legally applicable standards.

48. SUB-CONTRACTING OF CONTRACT

- 48.1 While a preference is held for all personnel utilised under the Contract to be employees of the Contractor, the Government of New South Wales recognises that, in certain circumstances, the Contractor may need to utilise the services of Sub-Contractor(s) in order to provide a

Service requested by the Principal. In such a case, it will be an express condition of Contract that, for all purposes, the Sub-Contractor(s) will be regarded as employee(s) of the Contractor.

- 48.2 For the purposes of this and other relevant conditions “Sub-Contractor” is defined as any person whose services are utilised by the Contractor for the purposes of this Contract and who is not an employee of the Contractor.
- 48.3 The Parties agree that the Contractor will not sub-contract the Contract without first obtaining the written consent of the Principal and the Principal, which may be subject to any conditions which the Principal may impose.
- 48.4 A consent under this clause does not relieve the Contractor from its liabilities or obligations under the Contract.
- 48.5 Regardless of any consent given, the Contractor will be responsible for ensuring the suitability of any sub-contractor and that the sub-contractor meets the requirements of a Contract.
- 48.6 The Parties agree that the Principal may withdraw its consent to a sub-contractor if in its reasonable opinion the sub-contractor is not meeting the requirements of the Contract. The Principal will notify the Contractor in writing that its consent is withdrawn and the Contractor will immediately terminate its arrangement with the sub-contractor.
- 48.7 The Contractor will be liable for any acts or omissions of any sub-contractor or any employee or agent of the sub-contractor as fully as if they were the acts or omissions of the Contractor and will indemnify and release the Principal from any liability or loss resulting from the acts or omissions of any sub-contractor.
- 48.8 This clause will not merge on the completion or earlier termination of the Contract.
- 48.9 The Contractor will ensure that a sub-contractor is aware of and complies with all the terms and conditions of the Contract.
- 48.10 This clause 48 does not apply in the event that the Principal requests a particular sub-contractor to provide the Service.

49. NON-MERGER

- 49.1 The obligations of the parties under the contract, do not conclude at the cessation of the contract, whether such cessation be through termination, short-closure, suspension or expiry of the contract.

SCHEDULE 1 EXPERT DETERMINATION PROCEDURE

1. QUESTIONS TO BE DETERMINED BY THE EXPERT

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

2. SUBMISSIONS

- 2.1 The procedure for submissions to the expert is as follows:
- 2.2 The Party to the Contract which has referred the issue to Expert Determination must make a submission in respect of the issue, within 15 business days after the date of the letter of engagement referred to in clause 35.3.2 of the Contract.
- 2.3 The other party must respond within 15 business days after receiving a copy of that submission. That response may include cross-claims.
- 2.4 The Party referred to in clause 2.1 may reply to the response, but must do so within 10 business days after receiving the response, and must not raise new matters.
- 2.5 The other party may comment on the reply, but must do so within 10 business days after receiving the reply, and must not raise new matters.
- 2.6 The expert must ignore any submission, response, reply, or comment not made within the time given in clause 2.2 to 2.5 of this Expert Determination Procedure, unless the Principal and the Contractor agree otherwise.
- 2.7 The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the response to the other Party, and give the other Party a reasonable opportunity to comment on the response.

- 2.8 All submissions, responses, replies, requests and comments must be in writing. If a Party to the Contract gives information to the expert, it must at the same time give a copy to the other Party.

3. CONFERENCE

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

4. ROLE OF EXPERT

- 4.1 The Expert:
- (a) acts as an expert and not as an arbitrator
 - (b) must make its determination on the basis of the submissions of the parties, including documents and witness statements, and the Expert's own expertise; and
 - (c) must issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 12 weeks after the date of the letter of engagement referred to in clause 2.2 of the Contract.
- 4.2 If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate.



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

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

PART C: TENDER RESPONSE

Contract: 0602121

Desktop-Publishing, Designing, Filming, Printing, Binding,
Packaging and Delivery of the Police Weekly Magazine

Period: 24 months from Date of Acceptance
plus up to three optional extensions, each
of 12 months' duration

Closing Date: 25th October 2006

Your Company's Legal Name: [<Please insert company's legal name here>](#)

Your Company's Trading Name: [<Please insert trading name, if any, here>](#)

Your Company's ABN number: [<Please insert ABN here>](#)

Contact Name: [<Please insert contact name here>](#)

Contact Phone: [<Please insert contact phone number here>](#)

Note: If a tender is not submitted electronically, the tenderer must submit the original tender, plus three copies of the tender. Tenders are to be marked "Original", "Copy 1", "Copy 2" and "Copy 3" accordingly.

TABLE OF CONTENTS

PART C1	INFORMATION SUPPLIED IN RESPONSE TO PART A.....	3
1.	INTRODUCTION	3
2.1	PRICING AND RELATED FACTORS	3
2.2	PRICE SCHEDULES.....	4
2.2.1	<i>Desktop Publishing price schedule.....</i>	4
2.2.2	<i>Printing price schedule</i>	4
2.3	<i>Price Variation.....</i>	5
2.4	<i>Settlement Discount.....</i>	5
2.5	<i>Tender Validity Period</i>	6
3.	SELECTION CRITERIA.....	6
4.	CAPACITY TO PERFORM CONTRACT.....	9
4.1	<i>Years in Business</i>	9
4.2	<i>Financial Capacity and Viability of the Tenderer</i>	9
4.3	<i>Quality Control</i>	9
5.	COMPLIANCE WITH POLICY REQUIREMENTS	10
5.1	<i>Code of Practice and Code of Tendering</i>	10
5.2	<i>Occupational Health Safety & Rehabilitation.....</i>	10
5.3	<i>Environmental Management.....</i>	10
5.4	<i>Competitive Neutrality.....</i>	10
6.	SCHEDULE OF INSURANCE	11
6.1	<i>Worker's Compensation Insurance.....</i>	11
6.2	<i>Public Liability Insurance</i>	11
6.3	<i>Professional Indemnity</i>	11
7.	OTHER INFORMATION REQUIRED	12
7.1	<i>Details of Ownership.....</i>	12
7.2	<i>Contracting as Agent/Trustee</i>	12
7.3	<i>Current Legal Proceedings.....</i>	12
7.4	<i>Referee Reports</i>	13
8.	ADDENDA TO THIS RFT AFTER ISSUE	14
PART C2	SPECIFICATION AND STATEMENT OF COMPLIANCE:	15
PART C3:	TENDERER IDENTIFICATION DETAILS & CONFIRMATION OF TENDER	20
1.	TENDERER IDENTIFICATION DETAILS	20
2.	ACKNOWLEDGEMENT AND CONFIRMATION OF TENDER.....	21

PART C: THE TENDER

PART C1 INFORMATION SUPPLIED IN RESPONSE TO PART A

1. INTRODUCTION

- 1.1 The information provided in this Part will be used in the assessment of Tenders. Questions have been framed to ensure responses that are relevant to the selection criteria. Please provide attachments where necessary, clearly labelled and cross-referenced.
- 1.2 Wherever information is required the place is marked thus, < >, with the required information briefly described where necessary between the brackets. All you need do, is type over the space, leaving the text blue.
- 1.3 References to “you” in this Part means the tenderer and all responses given will be taken to be responses of the tenderer.
- 1.4 **ALL DOCUMENTS COMPRISING THE REQUEST FOR TENDER INCLUDING WORD-FORMAT, PDF AND JPEG FILES ARE CONFIDENTIAL AND MUST NOT BE DISCLOSED BY THE TENDERER TO ANY THIRD PARTY.**

2.1 PRICING AND RELATED FACTORS

- 2.1.1 You must complete the Price Schedules provided on the following pages.
- 2.1.2 Your tendered prices must cover provision of all the services outlined in the Specification at Part C2.
- 2.1.3 All tender prices are to include the GST (Goods and Services Tax).

2.2 PRICE SCHEDULES

2.2.1 Desktop Publishing price schedule

- 2.2.1.1 The costing for desktop publishing will be calculated on a per-page rate. The number of pages in the *Police Weekly* magazine varies from 16 to 32. The current recent average number of pages is 20 and 24 pages.
- 2.2.1.2 All pages will be A4 size, four-colour.
- 2.2.1.3 You must provide an all-inclusive flat fee scanning price for the provision of high-resolution scans that allow the publication of colour pictures. These are to be colour-adjusted where necessary and placed in position in layout each issue.
- 2.2.1.4 You must provide a detailed list of any additional costs, including use of Clipart libraries and graphic scanners.
- 2.2.1.5 In addition to the prices listed in the grid below, you must provide an itemised list of tasks and overtime rates which would apply to services for the production of the *Police Weekly* where the requested work is outside the timetable listed at clause 5 of the Specification at Part C2.

	<u>Required desktop-publishing service</u>	GST-inclusive price
1.	All-inclusive <u>page rate</u> or part thereof for desktop publishing and design of the <i>Police Weekly</i> .	\$<type your price here> price per page or part thereof
2.	All-inclusive scanning rate <u>per issue</u> for all scans in that issue.	\$<type your price here> price per issue

If you wish to tender additional costs, as per 2.2.1.4 above, itemise each cost and do so in the space provided below:

<Please insert your reply to 2.2.1.4 here>

If you wish to tender overtime rates, as per 2.2.1.5 above, do so in the space provided below, including the time when overtime rates will commence:

<Please insert your reply to 2.2.1.5 here>

2.2.2 Printing price schedule

- 2.2.2.1 Tenderers tendering for printing will submit prices for 16, 20, 24, 28 and 32 printed pages.
- 2.2.2.2 You are to base your prices on a weekly print run of 3,450 copies, and 47 issues a year.
- 2.2.2.3 Your prices must include pre-press, post-press, stock and all costs associated with the printing process.
- 2.2.2.4 You must specify here the quality of the stock you will use to perform the Services required by the Contract.

<Please insert your reply to 2.2.2.4 here>

2.2.2.5 You must provide a production cost for the range of magazine sizes (16 to 32 pages).

2.2.2.6 You must specify details of the binding technology you will use.

<Please insert your reply to 2.2.2.6 here>

2.2.2.7 In addition to the prices listed in the grid below, you must provide an itemised list of tasks and overtime rates which would apply to services for the production of the Police Weekly where the requested work is outside the timetable listed at clause 5 of the Specification at Part C2.

	<u>Required printing services</u>	GST-inclusive price	
1.	Print average 24-page edition, all sections being four-colour	\$< >	
2.	Printing and binding on 100gsm Impress matt art, saddle stitched, including packing and delivery.	3450 copies	+100 copies*
2.1	16-page edition	\$< > 3,450 copies	\$< > 100 copies
2.2	20-page edition	\$< > 3,450 copies	\$< > 100 copies
2.3	24-page edition	\$< > 3,450 copies	\$< > 100 copies
2.4	28-page edition	\$< > 3,450 copies	\$< > 100 copies
2.5	32-page edition	\$< > 3,450 copies	\$< > 100 copies

If you wish to tender overtime rates, as per 2.2.2.7 above, do so in the space provided below, including the time when overtime rates will commence:

<Please insert your reply to 2.2.2.7 here>

* In increments of 100 copies - to 4,050

2.3 Price Variation

2.3.1 Contract Price/s shall be firm for the first twelve months of the term of the Contract then, at the request of the Contractor, shall be subject to review at the end of that period and each twelve months thereafter, based on variations in the Consumer Price Index (Sydney).

2.4 Settlement Discount

2.4.1 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.

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

2.5 Tender Validity Period

- 2.5.1 The Tender will remain valid for acceptance within < > months from the deadline for lodgement of tenders, in accordance with Part A.

N.B. The minimum validity period is as stated in clause 5.6 of Part A.

3. SELECTION CRITERIA

Tenderers are required to respond individually to each of the selection criteria outlined in the following pages. The information provided will be used in the assessment of tenders. Responses are to be concise and focus on key elements of the tenderer's proposal as it relates to each of the selection criteria.

3(a) The quality of the tenderer's design submission

Please submit a design with your tender. The design should:

- (a) *present the information in a quick and easy to read manner;*
- (b) *maximise use of headlines, lift quotes, deckheads, subheads and bullet points and*
- (c) *maximise the use of pictures and captions.*

3(b) Samples of similar work performed by the tenderer

Please submit samples of similar work/magazines to: Tender Box, Tenders Office, Level 3, McKell Building, 2-24 Rawson Place, Sydney NSW 2000.

The samples must be enclosed in an envelope marked "06{ - Samples - Desktop-Publishing, Designing, Filming, Printing, Binding, Packaging and Delivery of the Police Weekly Magazine".

3(c) Annual Cost of the tenderer's proposed Services*

3(d) Degree of the tenderer's general compliance with Specification (Part C2)*

3(e) The degree of the tenderer's compliance with applicable NSW Government policies*

3(f) Satisfactory tenderer's references (if considered necessary)*

3(g) The tenderer's financial capacity to perform the requirements of the Contract*

**No response is required by tenderers to 3(c), 3(d), 3(e), 3(f) and 3(g) as information provided at Part C1, clauses 2, 4, 5 and 7 and at Part C2 will be used to assess these criteria.*

3(h) Site inspection of the tenderer's premises (if considered necessary)

No response is required by tenderers to 3(h) as the Evaluation Committee will contact the tenderer if it considers a site inspection necessary.

3(i) Degree of the tender's compliance with Conditions of Contract (Part B)

Do the tendered Services fully comply with the Conditions of Contract at Part B?

YES/NO (delete whichever is inapplicable)

Note: if you answer "yes" to this question, the stated Conditions of Contract at Part B will not be subject to any negotiation should your tender be successful.

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

3(i) [<Please insert your reply here>](#)

3(j) The tenderer's (desktop publisher's) ability to produce *Police Weekly* using the latest version of InDesign on Macintosh

If you are offering desktop-publishing services as part of your tender, do you have the ability to produce *Police Weekly* using the latest version of **InDesign** on Macintosh?

Please list all IBM and Apple Macintosh software/hardware at your disposal and that will be used to perform the Services required by the Request for Tender.

3(j) [<Please insert your reply here>](#)

3(k) The tenderer's (desktop publisher's and printer's) ability to transfer data electronically by secure File Transfer Protocol

If you are offering desktop-publishing services as part of your tender, explain your ability to transfer data electronically by secure File Transfer Protocol?

3(k1) [Desktop-publishing services: <Please insert your reply here>](#)

If you are offering printing services as part of your tender, explain your ability to transfer data electronically by secure File Transfer Protocol?

3(k2) [Printing services: <Please insert your reply here>](#)

3(l) The tenderer's demonstrated past performance in the provision of similar services

Please provide details of services currently or recently provided including a representative list of users (contact names and telephone numbers) similar to those covered by this RFT.

Please note that NSW Police reserves the right to contact without notification any referee nominated by the tenderer here or at paragraph 7.4 in order to ascertain the quality of your performance.

3(l) <Please insert your reply here>

3(m) The physical and human resources dedicated to the Services by the tenderer

Please provide details of all resources you will dedicate to the Services covered by the RFT including software, equipment to be allocated and the qualifications and experience of personnel who will be directly responsible for the work.

3(m) <Please insert your reply here>

3(n) The adequacy of the tenderer's current or proposed security arrangements

Please provide details of the security arrangements (both physical building and electronic file transfer security) that you will have in place during the term of the Contract to ensure safe-keeping of the publication. Indicate the use of alarms, safes, security grills and other security measures and IT security systems.

Please note that the Contractor's staff will be required to sign a Code of Conduct Agreement and provide a completed Criminal Investigation Questionnaire.

3(n) <Please insert your reply here>

3(o) The tenderer's ability to contribute to the cost-effective development of the quality and presentation of the *Police Weekly*

Please provide an outline of your ability to contribute to the cost-effective development of the quality and presentation of the *Police Weekly*.

3(o) <Please insert your reply here>

3(p) The value and cost to the Principal of any additional services offered by the tenderer

Please provide a detailed list of any additional services included within your tender as well as any additional costs involved in the provision of those services.

3(p) <Please insert your reply here>

4. CAPACITY TO PERFORM CONTRACT

4.1 Years in Business

State the number of years you have been in business in the form in which you are currently constituted.

<Please insert your reply here>

State the number of years providing the required Service: <Please insert your reply here>

Scope of tenderer's current business activities

<Please insert your reply here>

4.2 Financial Capacity and Viability of the Tenderer

Give the annual Australian turnover for the past three years in \$A.

2005 - 2006: <Please insert your reply here>

2004 - 2005: <Please insert your reply here>

2003 - 2004: <Please insert your reply here>

If a company, are you prepared submit a copy of each of your annual financial reports for the last three financial years?

YES/NO (delete whichever is inapplicable)

4.3 Quality Control / Disaster Recovery

4.2.1 Please provide details of the quality control and disaster recovery procedures in your workplace.

<Please insert your reply here>

5. COMPLIANCE WITH POLICY REQUIREMENTS

5.1 Code of Practice and Code of Tendering

- 5.1.1 Have you have read the Code of Practice and Code of Tendering and taken them into consideration in preparing and submitting your Tender?

YES/NO (delete whichever is inapplicable)

- 5.1.2 Will you maintain compliance with the Codes for the purposes of the Contract, advise the Board of any breaches of the Codes for the duration of the Contract and provide evidence of compliance when requested by the Board during the course of the Contract?

YES/NO (delete whichever is inapplicable)

- 5.1.3 Provide any other relevant information below

<Please insert your reply here>

5.2 Occupational Health Safety & Rehabilitation

- 5.2.1 Do you currently comply with your OHS&R statutory obligations and will you continue to do so including obligations relating to performance monitoring and Sub-Contractor performance for the duration of any Contract awarded?

YES/NO (delete whichever is inapplicable)

If “**No**”, provide details below

<Please insert your reply here>

5.3 Environmental Management

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

<Please insert your reply here>

5.4 Competitive Neutrality

(To be completed by Government Agencies or Trading Enterprises only)

- 5.4.1 As a public sector tenderer, do you comply with the policy that Government agencies should not have a net advantage over their competitors as a result of their public ownership?

YES/NO (delete whichever is inapplicable)

If “**No**”, provide details

<Please insert your reply here>

6. SCHEDULE OF INSURANCE**6.1 Worker's Compensation Insurance**

Insurance Company: <Please provide details here>
Address: <Please provide details here>
Phone number: <Please provide details here>
Policy number: <Please provide details here>
Expiry Date: <Please provide details here>

6.2 Public Liability Insurance

Insurance Company: <Please provide details here>
Address: <Please provide details here>
Phone number: <Please provide details here>
Policy number: <Please provide details here>
Expiry Date: <Please provide details here>
Limit of Liability: <Please provide details here>

6.3 Professional Indemnity

Insurance Company: <Please provide details here>
Address: <Please provide details here>
Phone number: <Please provide details here>
Policy number: <Please provide details here>
Expiry Date: <Please provide details here>
Limit of Liability: <Please provide details here>

7. OTHER INFORMATION REQUIRED

7.1 Details of Ownership

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

<Please insert your reply here>

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

<Please insert your reply here>

7.2 Contracting as Agent/Trustee

- 7.2.1 If awarded an Contract, do you intend to enter the Contract in your own right or as agent or trustee for some other entity or entities? If the latter, provide full details.

<Please insert your reply here>

7.3 Current Legal Proceedings

- 7.3.1 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 (delete whichever is inapplicable)

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

<Please insert your reply here>

7.4 Referee Reports

Please provide details required below for persons willing to act as referees to your standard of service and performance in relation to your ability as a provider of the required Service.

Referee No 1.

Name: <Please provide details here>
Position: <Please provide details here>
Company: <Please provide details here>
No. of Years tenderer has provided required Service to Referee: < > years
Telephone No: <Please provide details here>
Fax No: <Please provide details here>
Email Address: <Please provide details here>

Referee No 2.

Name: <Please provide details here>
Position: <Please provide details here>
Company: <Please provide details here>
No. of Years tenderer has provided required Service to Referee: < > years
Telephone No: <Please provide details here>
Fax No: <Please provide details here>
Email Address: <Please provide details here>

Referee No 3.

Name: <Please provide details here>
Position: <Please provide details here>
Company: <Please provide details here>
No. of Years tenderer has provided required Service to Referee: < > years
Telephone No: <Please provide details here>
Fax No: <Please provide details here>
Email Address: <Please provide details here>

8. ADDENDA TO THIS RFT AFTER ISSUE

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

YES/NO (delete whichever is inapplicable)

If **NO**, provide reasons below

<Please insert your reply here>

PART C2: SPECIFICATION AND STATEMENT OF COMPLIANCE:

DESKTOP-PUBLISHING, DESIGNING, FILMING, PRINTING, BINDING, PACKAGING AND DELIVERY OF THE POLICE WEEKLY MAGAZINE

The Service/s are to be in accordance with the Specification detailed on the following pages.

Tenderers must state, in the column headed "YOUR RESPONSE", whether the Services offered conform to the Specification.

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

COMPLIES means:

- (a) in the case of a clause which is of an informative nature only, that the clause has been read and understood;
- (b) in the case of a clause which specifies a requirement or performance standard to be met by the Service/s to be provided, that the offer is to provide the requirement or standard.

Tenderers should elaborate or describe how the requirement is or is to be met.

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

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

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

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

The Specification is indicative of the needs of the Principal, and any Service/s offered must be of at least the same standard and potential. Consideration may be given, however, to Service of a higher standard if they are available and better suited to the Principals requirements.

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

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

REQUIRED SPECIFICATION		YOUR RESPONSE
1	REQUIREMENT	
1.1	This requirement covers the provision by the Contractor of all the Services involved in the desk-top publishing, designing, filming, printing, binding, packaging and delivery of the weekly magazine <i>Police Weekly</i> .	< >
2	BACKGROUND	
2.1	The <i>Police Weekly</i> is an A4, four-colour publication. It is a primary vehicle for internal communications within NSW Police.	< >
2.2	The current production schedule includes: <ul style="list-style-type: none"> - three days for design (Thursday morning to Monday afternoon) - two-and-a-half days for printing (Tuesday morning to 11 am Thursday) 	< >
2.3	Timeliness, accuracy and security are critical.	< >
2.4	A sample copy of the publication is available on application to Garry Purcell (refer 3.2.1 Part A). Please ensure this copy remains secure and is not provided to unauthorised personnel. The sample copy is to be returned by close of tenders.	< >
2.5	All artwork files have been produced on Quark Express v6 and InDesign using Apple Macintosh computers. It is essential that all future issues be produced using the latest versions of InDesign, which will permit retrieval of archived files as necessary.	< >
3	COMMENCEMENT OF CONTRACT	
3.1	The Contractor will be required to commence within 21 working days of the Date of Commencement of the Contract or otherwise as agreed by the Parties .	< >
4	SECURITY / CONFIDENTIALITY	
4.1	<i>Police Weekly</i> is a restricted publication. The Contractor shall ensure all information relevant to the <i>Police Weekly</i> is secure and does not fall into the hands of any other person or organisation.	< >
4.2	The Contractor and its staff shall ensure that the activities and policies of NSW Police remain strictly confidential and shall sign a confidentiality agreement in the form set out in the attached document: <i>confidentiality.pdf</i> .	< >
4.3	Copyright remains with the NSW Commissioner of Police.	< >
4.4	All materials produced as a result of the Contract remain the property of NSW Police.	< >

REQUIRED SPECIFICATION		YOUR RESPONSE
5	PRODUCTION SCHEDULE	
5.1	Swift turn-around to strict deadlines is required; this necessitates a close working relationship between the editorial team and the Contractor.	< >
5.2	LAST-MINUTE ALTERATIONS are often required, which means a significant level of flexibility is critical on the part of the Contractor.	< >
5.3	Following are details of the current (three-week process) work flow.	
	(a) Thursday 10am: Copy and most images provided electronically to the designer before 10am, Thursdays. The editor attempts to identify any late submissions and estimate appropriate space to save. The designer then works to complete template designs as well as non-templated feature pages. Frequent contact with the editorial team is necessary, with late story and pix submissions and clarification of layout	< >
	(b) Thursday 3pm: The designer emails a PDF file of the first draft of the layout by 3.pm.	< >
	(c) Friday 2pm: The designer emails a PDF file of the draft by 2pm. All text and photographs must be included (even as rough galleys) to allow for legal approval of all content. This version is provided to the NSW Police Commissioner's Executive Team (CET) under confidential cover, for vetting – any replies are due by the following Friday.	< >
	(d) During the following week - as the designer begins the layout for the next issue - last week's issue is finalised and readied for print	< >
	(e) Monday all day: Last week's issue is finalised for printing, while next week's issue is sent to CET for vetting	< >
	(f) Around 30 individuals have the opportunity to view the draft pages and return corrections to the editor by Monday 9am. The editor collates all corrections then works with the designer to make the changes. This is also the opportunity to finalise the layout, decide how many pages the issue should run to and which pages to hold as backup, (to be published the following week).	< >
	(g) Monday pm: When the design is complete and all quality control checks provided, a high resolution PDF file is created and emailed to the <i>Police Weekly</i> editorial office for a final, independent quality check. The designer then provides a electronic copy of the entire document to the printing contractor. The design contractor is to supply 300dpi four colour PDF file to the printing contractor via secure FTP (File Transfer Protocol). Copy also to be sent to the Editor to ensure data integrity.	< >
	(h) Tuesday am: Should further corrections be required to the issue that's gone to print, they are emailed to the design contractor for action. On approval by the editor, a revised 300dpi four colour PDF file OF THE AMENDED PAGES is to be sent to the printing contractor via secure FTP. Copy also to be sent to the Editor to ensure data integrity.	< >

	(i) Tuesday 10am: The printing contractor receives the job before 10am Tuesdays and is required to provide finished product to the distribution contractor by 11am the following Thursday, with a separate delivery to the editor.	< >
	(j) Distribution to all NSW locations by the Monday cover date.	< >
5.4	The Contractor must adhere strictly to the current production schedule: - Monday pm - to the printer - Thursday am delivery to mailing house. The schedule will be brought forward in weeks in which a public holiday falls.	< >
5.5	The Contractor must notify the editor if it will not be operating on particular days, eg. due to trade holidays. An alternative schedule will then be arranged.	< >
6	QUALITY	
6.1	All issues of the <i>Police Weekly</i> will be completed to a commercially-acceptable standard.	< >
7	DESKTOP PUBLISHER'S RESPONSIBILITIES	
7.1	The Contractor must be prepared to work closely with the editor by receiving direction, as well as providing continual feedback about the design and its cost effectiveness.	< >
7.2	The Contractor must be able to receive and send files (including draft layouts between the editor and publisher and the completed design from publisher to printer) electronically.	< >
7.3	All finished artwork is to be checked carefully by the Contractor.	< >
7.4	The Contractor is responsible for building the table of contents for each issue as the magazine comes together.	< >
7.5	Contractor is required to make the editor's alterations to all pages as part of the page rate. A sample copy of alterations is attached: <i>Corrections.jpg</i> .	< >
7.6	The Contractor will be required to type text relating to captions, inserts and other minor alterations, all of which are to be regarded as part of its general duties under the Contract.	< >
7.7	A developmental and flexible approach to design which enhances readability and the overall effectiveness of the material is essential.	< >
7.8	The developmental and flexible approach referred to above must be achieved in consultation with the editor.	< >
7.9	All artwork files have been produced on InDesign using Apple Macintosh computers. It is essential that all future issues be produced using the latest versions of InDesign to permit retrieval of archived files as necessary.	< >

REQUIRED SPECIFICATION		YOUR RESPONSE
8	ARCHIVE COPIES	
8.1	An archive copy of each issue of <i>Police Weekly</i> (including photographs) must be kept on CD Rom by the Contractor for the term of the Contract. These CDs remain the property of NSW Police.	< >
9	FILM, PRINTING, BINDING, PACKAGING AND DELIVERY	
9.1	Owing to the quick turn-around required, possible delays in the receipt of the work and unpredictable requests for urgent changes, <u>all pre-press, press and post-press (including delivery) are to be completed by one Contractor, in-house, within the Sydney Metropolitan Area.</u>	< >
10	PRINTING	
10.1	<i>Police Weekly's</i> current print run is 3,450 copies, two sides, four-colour on A2 matt art at 100 gsm.	< >
10.2	The production schedule MUST be adhered to. NO LATE DELIVERIES WILL BE ACCEPTABLE, FOR ANY REASON.	< >
11	BINDING	
11.1	Fold to A4 size and stitch.	< >
12	PACKAGING	
12.1	All copies of <i>Police Weekly</i> must be securely boxed for delivery.	< >
13	DELIVERY	
13.1	By 10am every Thursday, 100 copies to be delivered by courier to the Editor, <i>Police Weekly</i> , Level 14, NSW Police Executive Offices, 201 Elizabeth St, Sydney, NSW, 2000	< >
13.2	3,350 copies to CM Solutions, Unit 5, Block V, 391 Park Road, Regents Park, NSW, 2143	< >
13.3	All Cartons must be marked "URGENT".	< >

PART C3: TENDERER IDENTIFICATION DETAILS & CONFIRMATION OF TENDER

1. TENDERER IDENTIFICATION DETAILS

1.1 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]*

1.4 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 Contract.
- 2.2 I affirm that this is my Tender to supply the Service sought in the RFT at the prices tendered, and in accordance with the conditions of the RFT except as expressly amended in my Tender, and that the information given in my Tender is correct:

Print Name and Title

Signature of tenderer (if an individual, as identified in cl. 1 Part C3)

OR

Signature of authorised officer of tenderer (as identified in cl. 1 Part C3)

OR

Signature of partner completing tender on behalf of partnership (as identified in cl. 1 Part C3)

- 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 NSW Department of Commerce tenders website is sufficient to verify and affirm that this is your Tender to supply the Service at the prices tendered on the conditions contained in Part A, 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

Print Name and Title

UNDERTAKING AS TO CONFIDENTIALITY

Applicant Details

Surname :
First Name : Second Name :
Date of Birth :
Serial/Service No. : Rank/Grade :
Phone Number :
Work Address/Section :
Job Description :

Job Description:

I, as named above, acknowledge that in the performance of my duties, I may be given access to confidential information, documentation, (hereinafter called 'Confidential Information') belonging to NSW Police. I shall preserve and maintain the confidentiality of such confidential information, in particular, will comply with any instruction or direction given on matters of confidentiality by authorised officers of NSW Police.

During the performance of my duties, should I become aware that any confidential information to which I have been given access, relates in any way to myself, my family, my relatives, associates, acquaintances or to any employee for the

(Contractor's Company Name)

I shall immediately inform
(the responsible officer nominated by the Contractor)

Signed by:
(Applicant)

Member of NSW Police
(Inspector or above)
