TENDER OVERVIEW

PART A

Supply and Fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles for NSW State Emergency Service

RFT: NSWSES000263

COPYRIGHT

This RFT Overview document has been prepared by NSW State Emergency Service for and on behalf of the Crown in right of the State of New South Wales. This RFT document is protected by Crown copyright.

© State of New South Wales – NSW State Emergency Service, for and on behalf of the Crown in right of the State of New South Wales, 2012.

All rights reserved. No part of this response may be produced by any process, electronic or otherwise, in any material form or transmitted to any other person or stored electronically in any form, without the prior written permission of the State of New South Wales, except as permitted under the Copyright Act 1968.

For the purposes of this RFT, inquiries should be directed to the Contact Officer specified in Conditions of Tender.

Other matters should be directed to: Marina Honeysett

Procurement Coordinator, NSW SES

Email: *tenders@ses.nsw.gov.au*

IMPORTANT NOTICE

This RFT has been developed by New South Wales State Emergency Service (NSW SES) with due care and attention. While NSW SES has made every effort to ensure the RFT is free from material error, it may not be accurate or up to date in all respects and NSW SES does not warrant the accuracy or completeness of the RFT. NSW SES specifically disclaims any liability, loss or risk (however caused (including, but not limited to, by the negligence of NSW SES)), personal or otherwise, which may be incurred as a consequence, directly or indirectly from the use of the RFT.

Contents

1. Background 4
2. Objectives and Required Benefits 4
3. Scope of Requirements - Deliverables 4
4. Design and Development 5
5. Term of Deed 5
6. RFT Structure 5

1 Background

1.1 State Emergency Service New South Wales (NSW SES) established under the State Emergency Service Act 1989 (NSW), ABN: 88712649015 of 93-99 Burelli Street Wollongong NSW 2500.

1.2 The NSW State Emergency Service (SES) is an emergency and rescue service dedicated to assisting the community. It is made up almost entirely of volunteers, with 234 units located throughout New South Wales.

1.3 The NSW SES currently maintains a centrally managed fleet of approximately 640 vehicles. These vehicles provide NSW SES volunteers with the means to perform their operational duties. This value does not include vehicles leased to the NSW SES and its units. It is intended, that via the procurement process, the NSW SES will build upon this fleet to better serve the needs of the NSW community.

1.4 The NSW SES's major responsibilities are for flood and storm operations. The SES also provides the majority of general rescue efforts in rural parts of the state. This includes road accident rescue, vertical rescue, bush search and rescue, evidence searches (both metropolitan and rural) and other forms of specialist rescue that may be required.

1.5 The tender process will be managed by NSW SES.

2 Objectives and Required Benefits

2.1 The objectives and required benefits of the RFT include, but are not limited to, the following:

a. reduce total cost of deliverables;

b. provide deliverables which are commercially competitive;

c. establish a sustainable relationship between NSW SES and the successful tenderer to deliver quality vehicles;

d. best practice through continual review of delivery methods;

e. effective management of risk;

f. compliance with applicable laws, standards, codes and policies;

g. to drive automation in procurement for greater efficiency and information management;

h. a sustainable, mutually beneficial supply chain partnership;

i. savings and efficiency gains;

j. reduced costs to the NSW Government by value-engineering its delivery methods; and

k. transparency of all transactions, including performance measurement, pricing and reporting.

3 Scope of Requirements - Deliverables

3.1 Subject to the placement of orders by NSW SES upon the successful supplier/s, the following deliverables are to be supplied under the proposed Deed:

- supply and fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles, in accordance with NSW SES specifications.

3.2 A detailed description of the Deliverables is contained in the Conditions of Tender and Statement of Requirements of this RFT.

3.3 NSW SES may, at its discretion, appoint more than one supplier to supply the deliverables.

4 Design and Development

4.1 Prior to the production of any Specialist Emergency Service Bodies and within 6 weeks after the Deed is signed, the successful Supplier will provide the following to NSW SES for approval:

(a) 3D & GA concept drawings of the final proposed overall vehicle;

(b) 3D & GA concept drawings of the final proposed and body design;

(c) 3D & GA concept drawings of the final proposed locker layout (shelving and brackets);

(d) Details of projected axle weights; and

Note: NSW SES does not consider any drawings submitted in the tender as being the final design drawings for the contract.

NSW SES Fleet Project Team shall provide input on design and stowage layout.

5 Term of Deed

5.1 It is envisaged that the term of the proposed Deed will commence on the date specified in the Deed and be for three (3) years from acceptance of the first vehicle, which may be further extended for two (2) optional periods each of twelve months, at the discretion of NSW SES.

6 RFT Structure

6.1 Interpretation

Definitions of terms used in Parts A, B, and C are contained in clause 1 of Part B.

6.2 RFT Structure

This RFT comprises 4 Parts as follows:

Part A	Overview
Part B	Conditions of Tender and Statement of Requirements
Part C	Tender Response (to be completed by the tenderer)
Part D	Deed (proposed deed of standing offer to be executed between the successful tenderer and NSW SES)

If submitting a tender, retain Parts A, B, D. Part C, once completed, forms the tender response, and is to be submitted in accordance with Parts A, B and C.

TENDERING CONDITIONS AND STATEMENT OF REQUIREMENTS

PART B

RFT: NSWSES000263

Supply and Fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles for the NSW State Emergency Service

Tender Issue Date: 25 Feb 2019

Closing Date: 22 Mar 2019

Closing Time: 11:45 am EST

Contact Officer

Tenderers should refer requests for information or advice regarding this RFT to:

CONTACT NAME	Marina Honeysett
CONTACT POSTAL ADDRESS	PO Box 6126, Wollongong, NSW 2500
CONTACT PHONE	(02) 4251 6584
CONTACT EMAIL ADDRESS	tenders@ses.nsw.gov,au

Any information given to a tenderer to clarify any aspect of this RFT will also be given to all other tenders if in the opinion of the Principal it would be unfair not to do so.

COPYRIGHT

This Request for Tender document ("RFT") has been prepared by the NSW State Emergency Service for and on behalf of the Crown in right of the State of New South Wales. This RFT is protected by Crown copyright.

© State of New South Wales – NSW State Emergency Service, for and on behalf of the Crown in right of the State of New South Wales, 2012.

All rights reserved. No part of this RFT may be produced by any process, electronic or otherwise, in any material form or transmitted to any other person or stored electronically in any form, without the prior written permission of the State of New South Wales, except as permitted under the Copyright Act 1968.

All inquiries should be directed to;

Marina Honeysett
Procurement Coordinator
NSW State Emergency Service
PO Box 6126, Wollongong, NSW 2500
Ph. (02) 4251 6584

Contents

RFT OVERVIEW **3**

1. SCOPE OF RFT 3
2. RFT STRUCTURE 4
3. PERFORMANCE FRAMEWORK 4
4. ELECTRONIC BUSINESS 4

TENDERING CONDITIONS **5**

5. TENDER PREPARATION 5
6. ELIGIBILITY TO TENDER 5
7. TENDER PROCESS 5

STATEMENT OF REQUIREMENTS **11**

8. Introduction 11
9. Deliverables 11
10. Vehicle Design and Development 11
11. Work Health and Safety 11
12. Ordering and Supply 12
13. Delivery 12
14. Warranty 12
15. Access to NSW SES Premises 13
16. Goods Returns, Credit and Refunds 14
17. Claims for Payment 14
18. Contract Management 15
19. Key Performance Indicators 15

SPECIFICATION **19**

RFT OVERVIEW

1. Scope of RFT

1.1 Suppliers

1.1.1 This RFT NSWSES000263 seeks tenders from suppliers to supply to NSW Government Customers the Goods/Services described in the Statement of Requirements in the Tendering Conditions and Statement of Requirements.

1.2 Contract and Duration

1.2.1 The Principal proposes to enter into a contract in the form of the Head Agreement with the successful tenderer(s) to establish a panel of suppliers for the Goods/Services.

1.2.2 It is envisaged that the panel will be in place for a term of three (3) years, which may be extended for up to two 12 month options.

1.3 Current Expenditure

1.3.1 The current expenditure incurred by government agencies for the procurement of the Goods/Services is estimated at around 10 million/year. This estimate is provided for information only and does not constitute a guarantee that the same expenditure will be incurred in the future.

1.4 Appointment of Suppliers

1.4.1 The Principal reserves the right to appoint more than one Supplier under the proposed Head Agreement to establish a panel of Suppliers.

1.5 NSW Government requirements

1.5.1 The successful tenderer must comply with applicable NSW Government policies, guidelines, and Standards listed in Schedules to the Head Agreement.

1.6 NSW Government Procurement Reforms

1.6.1 The NSW Government is overhauling its system for purchasing goods and services. The objective of the reform program is to ensure that the NSW Government has a world class procurement system which delivers value for money, is aligned with business needs, leads to service delivery improvement and supports a competitive and innovative NSW economy.

1.6.2 In November 2012, the NSW Procurement Board issued the NSW Government's Strategic Directions Statement to outline its reform program over the next 12 to 18 months. The three overarching procurement reform objectives in the Strategic Directions Statement are value for money, delivering quality government services and alignment with business needs.

1.7 Value for Money – Savings Targets

1.7.1 The NSW Government's Strategic Directions Statement recognises that an effective procurement system will deliver value for money for Government. Procurement activity needs to consider the total value derived by Government over the life of a contract/strategy.

1.7.2 In the Financial Year 2012/13 NSW State Budget, the NSW Government committed to identifying sustainable procurement savings of $1 billion over a four year period. In addition to broader procurement reform, respondents are encouraged to demonstrate how they will support Government in achieving this commitment through price reductions, increased discounts, improved efficiencies and other measures.

1.8 Removal of Management Fee from State Contracts

1.8.1 The NSW Government's Strategic Directions Statement, Strategic Direction 2, is Simplification and Red Tape Reduction. A key way to deliver value for both suppliers and agencies is to simplify procurement practice and process and remove unnecessary red tape.

1.8.2 One of the measures already implemented to reduce red tape and simplify the process for industry is that Management fee under whole of government contracts (commonly 2.5%) has been abolished relieving onerous reporting, remittance, and auditing procedures which came at a cost to the suppliers over and above the 2.5%.

1.8.3 It is expected that industry will respond to this RFT with competitive offers that fully reflect the removal of Management fee through a decrease in unit cost of no less than 2.5%.

1.9 Small and Medium Enterprises Policy

1.9.1 The NSW Government has released the NSW Government Procurement: Small and Medium Enterprises Policy Framework (available at *www.procurepoint.nsw.gov.au).* This Policy is applicable to this RFT.

2. RFT Structure

2.1 This RFT comprises the following:

2.2 Tender Overview

2.2.1 The Overview provides the prospective tenderer with a brief of the RFT

2.3 Tendering Conditions and Statement of Requirements

2.3.1 It provides the terms, conditions and processes governing the tender phase of the RFT. The Statement of Requirements is a detailed description of the Goods/ Services to be provided by the successful tenderer/s including technical specification, service levels and performance framework. Taken together with the accepted parts of the tenderer's response, it will form part of the Head Agreement.

2.4 Tender Response

2.4.1 This is the Response prepared by the tenderer to enable the Principal to evaluate the tenderer's offers.

2.5 Deed Agreement

2.5.1 This is a deed which contains the terms and conditions of the contractual arrangement proposed to be made between the successful tenderer/s and the Principal to enable the supply of the Goods/ Services to Customers.

2.6 Dictionary

The definitions used in this RFT and the rules of interpretation are set out in the Dictionary.

3. Performance Framework

3.1.1 The Principal is committed to engaging Suppliers who are able and willing to continually improve their performance during the term of the proposed Head Agreement.

3.1.2 Customers will provide feedback to the Principal on the performance of all Suppliers

4. Electronic Business

4.1.1 The use of electronic commerce is a requirement under the Head Agreement.

TENDERING CONDITIONS

5. Tender Preparation

5.1 Tenderer to inform itself

5.1.1 Before submitting its tender, a tenderer must:

5.1.2 Examine all information relevant to the risks and contingencies and other circumstances having an effect on its Tender; and

5.1.3 Satisfy itself:

(a) that the tender, including the price offered is correct; and

(b) that it is financially and practically viable for it to enter into and perform the proposed Head Agreement.

5.2 Assumptions made by Tenderer

5.2.1 Where a tenderer has made assumptions in preparing its tender, such assumptions must be set out in a supporting statement and submitted with the tender.

6. Eligibility to Tender

6.1 Legal Entity of Tenderer

6.1.1 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 enter into a Head Agreement with such legal entity or entities.

6.1.2 The Principal may ask a tenderer to provide evidence of its legal status or capacity to contract. If tenders from entities propose to contract in their capacity as trustees, such evidence may include copies of the relevant trust deeds. Any evidence requested is to be provided within 3 working days of the request.

6.2 Financial Capability of Tenderer

6.2.1 The Principal reserves the right to reject any tender if the Principal judges the tenderer not to have appropriate financial capability.

6.2.2 Where the Principal forms the view that the tenderer does not have the appropriate financial capability, the Principal reserves the right to make acceptance of any tender conditional upon the tenderer entering into a bank, parent company or personal guarantee, or an unconditional performance bond in a form satisfactory to the Principal .

6.3 ABN Requirements

6.3.1 The Principal will not enter into an Agreement with a company that does not have an Australian Business Number and is not registered for GST. Tenderers must be registered for GST and state their ABN in their tender.

7. Tender Process

7.1 Provisional RFT Program

7.1.1 Given below is the Principal's provisional RFT program. The Principal may, at its absolute discretion, amend the provisional RFT program.

Milestone	(dd/mm/yy)
RFT issue	25/02/19
Tender briefing	07/03/19
RFT Close Date	22/03/19
Execution of Agreement	29/03/19
Transitioning requirements completed	05/04/19
Commencement of supply of Goods/Services	08/04/19

7.2 Tenderer Briefing

7.2.1 A tenderer briefing will be held on the date, time, and place, indicated below. The contact officer/s of NSW Procurement – will be available at that time to answer any queries regarding this RFT and the tender process generally. Names of persons attending the tenderer briefing must be provided to the

contact officer at least 3 working days prior to the date. No more than 2 persons from each tenderer will be permitted to attend the tenderer briefing.

Location:	NSW SES Headquarters, 93-99 Burelli Street NSW 2500
Date:	7 Mar 2019
Time:	11:00am EST

7.3 Conformity of Tenders

The Principal seeks Conforming Tenders. Non-Conforming Tenders may be excluded from the tender process without further consideration at the Principal's discretion.

7.4 Alternative Tenders

7.4.1 Tenderers may, if they choose, submit an Alternative Tender. Alternative Tenders will only be considered if submitted in conjunction with a Conforming Tender. An Alternative Tender must be clearly marked "Alternative Tender".

7.5 Tender Lodgement

7.5.1 Tenders (including all supporting information, if any) must be fully received by the Closing Date and Closing Time. Tenderers must complete all of the Tender Response document and must not amend any of the questions provided. Prices, responses and other information provided in the tender must be in writing and in English. The tender price must be in Australian dollars.

The Tender must be submitted electronically to the electronic tender box for this RFT via the NSW Department of Finance, Services and Innovation tenders website at: *www.tenders.nsw.gov.au* (Login in as a system user, locate the web page for this RFT, and follow the on screen instructions to lodge the tender). The lodgement can only be made by a registered system user of the NSW Government eTendering system.

7.5.2 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.

7.6 Electronic Tenders

7.6.1 A tender submitted electronically will be treated in accordance with the Electronic Transactions Act 2000 (NSW), and given no lesser level of confidentiality, probity and attention than tenders lodged by other means.

A tenderer, by electronically lodging a tender, is taken to have accepted conditions shown in the Conditions and rules on the NSW Department of Finance, Services and Innovation tenders website at *www.tenders.nsw.gov.au*

7.6.2 Electronically submitted tenders may be made corrupt or incomplete, for example by computer viruses. The Principal may decline to consider for acceptance a tender that cannot be effectively evaluated because it is incomplete or corrupt. Tenderers must note that:

(a) To reduce the likelihood of viruses, a tenderer must not include any macros, applets, or executable code or files in a tender response.

(b) A tenderer should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.

The Principal will not be responsible in any way for any loss, damage or corruption of electronically submitted tenders.

7.7 Tender Validity Period

7.7.1 The Tender will remain open for acceptance by the Principal for a period of 6 months from the Closing Date and Closing Time for tenders.

7.8 Late Tenders

7.8.1 Late tenders should not be considered, except where the Principal is satisfied that the integrity and competitiveness of the tendering process has not been compromised. The Principal shall not penalise any supplier whose tender is received late if the delay is due solely to mishandling by the Principal.

7.9 Extension of Closing Date and Closing Time

7.9.1 The Principal may, in its discretion, extend the Closing Date and Closing Time.

7.10 Corruption or Unethical Conduct

7.10.1 Tenderers must comply with the requirements of the NSW Department of Finance and Services Business Ethics Statement, which is available at the link below and must disclose any conflicts of interests in Tender Response.

7.10.2 If a tenderer, or any of its officers, employees, agents or sub-contractors is found to have:

(a) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Principal, Customer or the NSW Government in connection with this RFT or the submitted Tender;

(b) committed corrupt conduct in the meaning of the Independent Commission Against Corruption Act 1988;

(c) a record or alleged record of unethical behaviour; or not complied with the requirements of NSW Department of Finance and Services Business Ethics Statement available at: *www.services.nsw.gov.au/about-us/business-ethics*

this may result in the tender not receiving further consideration.

7.10.3 The Principal may, in its discretion, invite a relevant tenderer to provide written comments within a specified time before the Principal excludes the tenderer on this basis.

7.10.4 If the Principal becomes aware of improper conflict of interests by a successful tenderer after an Agreement has been executed, then the Principal reserves the right to terminate the Head Agreement and any Customer Contract that has been made under it.

7.11 Goods and Services Procurement Policy Framework

7.11.1 In submitting its tender, the tenderer signifies agreement to comply with the Goods and Services Procurement Policy Framework.

7.11.2 Failure to comply with the Goods and Services Procurement Policy Framework may be taken into account by the Principal when considering the tenderer's tender or any subsequent tender, and may result in the tender being passed over.

7.12 Addenda to RFT

7.12.1 If, for any reason the Principal, at its sole discretion, requires the RFT to be amended before the Closing Date and Time, an Addendum will be issued. In each case, an Addendum becomes part of the RFT. The Principal, during the tender period may issue Addenda altering the RFT. In such cases, it is the obligation of the tenderer to verify if any Addenda were issued prior to the Closing Date, even if a tender has already been submitted.

7.13 Costs of Tenderer participating in the RFT

7.13.1 The tenderer acknowledges that the Principal will not be liable to it for any expenses or costs incurred by it as a result of its participation in this RFT, including where the RFT has been discontinued.

7.14 Ownership of Tenders

7.14.1 All tenders become the property of the Principal on submission. The Principal may make copies of the tenders for any purpose related to this RFT.

7.15 Discontinuance of Tender Process

7.15.1 Where the Principal determines that awarding a contract would not be in the public interest, the Principal reserves the right to discontinue the tender process at any point, without making a determination regarding acceptance or rejection of tenders.

7.16 Variations to Tenders

7.16.1 At any time after the Closing Date of tenders and before the Principal accepts any tender received in response to this RFT, a tenderer may, subject to 7.16.2, vary its tender:

(a) by providing the Principal with further information by way of explanation or clarification;

(b) by correcting a mistake or anomaly; or

(c) by documenting agreed changes negotiated.

7.16.2 Such a variation may be made either:

(a) at the request of the Principal, or

(b) with the consent of the Principal at the request of the tenderer; but only if,

(i) in the case of variation requested by the tenderer under clause 7.16.1(a)-(b), it appears to the Principal reasonable in the circumstances to allow the tenderer to provide the information or correct the mistake or anomaly; or

(ii) in the case of variation under 7.16.1(c), the Principal has confirmed that the draft-documented changes reflect what has been agreed.

7.16.3 If a tender is varied in accordance with clause 7.16.1(a) or 7.16.1(b), the Principal will provide all other tenderers whose tenders have similar characteristics with the opportunity of varying their tenders in a similar way.

7.16.4 A variation of a tender under clause 7.16.1 will not be permitted if in the Principal's view:

(a) it would substantially alter the original tender; or

(b) in the case of variation under clause 7.16.1(a) or 7.16.1(b), it would result in the revising or expanding of a tender in a way that would give a tenderer an unfair advantage over other tenderers.

7.17 Evaluation Process

7.17.1 Tenders will be assessed against the evaluation criteria listed below which are not indicated in order of significance or equal weight. The evaluation criteria for this RFT that do not relate to price will account for 60% of the total evaluation score. The evaluation criteria for this RFT that relate to price will account for 40% of the total evaluation score. Information supplied by the tenderer in Tender Response will contribute to the assessment against each criterion.

7.17.2 Tenderers are advised to respond clearly to all the evaluation criteria listed in this RFT. Tenders that do not include a fully completed Tender Response, in particular those tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or electronic tenders that cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Principal's discretion.

7.17.3 The Principal may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.

7.18 Evaluation Criteria

7.18.1 The evaluation criteria for this RFT (which include but are not limited to) are:

1. **Essential**:
   - a) Lodgement of a Tender response prior to the closure of the tender as detailed within Part C – Tender response.
   - b) Compliance with NSW SES Code of Conduct & the NSW SES Conflict of Interest Policies (attached as PDF);
   - c) Compliance with Code of Practice for NSW Government Tendering and Procurement;
   - d) A Legal Entity with an Australian Business Number (ABN)
   - e) Compliance with the Statement of Requirements

2. **Important**
   - a) Capacity to comply with the proposed Deed;
   - b) Capacity to supply the Deliverables including;
     - Ability to supply and delivery Supply & Fit Specialist Emergency Service Body to NSW SES General Purpose Vehicles as per NSW SES specifications within strict timeframes;
     - human resource capacity, qualifications, skills and experience;
     - financial capacity and stability (including security considerations);
     - compliance with the NSW SES notification process;
     - ability to provide a single point of contact to facilitate and attend to all matters concerning acquisition, delivery and reporting services.
     - suitability of sub-contractors;
   - e) Previous experience and performance in the supply of the Deliverables of a similar size and disposition.

f) Warranty provisions associated with equipment offered;

g) Certificates of currency for:

- Workers compensation;
- Product and public liability insurance;
- Property insurance

h) Referee responses;

i) Value for money;

j) Compliance and commitment to maintain WH&S requirements;

k) Compliance with recording, providing and reporting on Key Performance Indicators (KPI's) required in the Deed.

l) Compliance with NSW Government procurement policy and other applicable NSW Government policies including:

i. Competitive Neutrality

ii. Local Jobs First Plan

iii. Compliance with NSW Government Environmental Management Systems Guidelines

3. Desirable

a) Value added activity.

7.19 Site inspects and Presentations by Tenderer

7.19.1 The Principal may, during the evaluation of tenders, undertake site inspections of tenderer's or their subcontractor's proposed premises. The Principal, may in its discretion, and as part of the evaluation process, invite any or some of the tenderers to make personal presentations regarding their tender. The tenderer shall make any presentations at its own cost. However, receiving a presentation by a tenderer in no way represents a commitment by the Principal to accept any aspect of the tender. All information obtained during the course of presentation or site inspection may be taken into consideration in the evaluation of tenders.

7.20 Acceptance or Rejection of Tenders

7.20.1 The Principal is not bound to accept the lowest priced tender.

7.20.2 If the Principal rejects all the tenders received it may 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).

7.20.3 The Principal 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, when submitted with a Conforming Tender; and

(b) Any other Non-Conforming Tender or part of a Non-Conforming Tender (not, in either case, being an Alternative Tender or part of an Alternative Tender) that, in the Principal's opinion, is substantially a Conforming Tender.

7.21 Post Tender Negotiations

7.21.1 Before making any determination as to acceptance or rejection of Tenders the Principal may, at its discretion, elect to conduct limited negotiations with preferred tenderers, including those who have submitted Alternative Tenders or who have submitted Conforming Tenders, to mutually improve outcomes. The Principal will not enter into negotiations to amend Head Agreement.

7.21.2 If the Principal considers that none of the tenders are fully acceptable either because of non-conformance or because they do not represent sufficient value for money, but considers that full conformity is achievable, negotiations may be conducted with the tenderer that submitted the most conforming tender based on the evaluation criteria. The purpose of the negotiations will be advised by the Principal and made clear to the participants before the commencement of negotiation.

7.21.3 The Principal may at its absolute discretion elect to conduct post tender negotiations under 7.21 with more than 1 tenderer in the event that it decides that the closeness of the tenders or timing constraints warrants doing so.

7.22 Exchange of Information between Government Agencies

7.22.1 By lodging a tender the tenderer will authorise the Principal to make information available, on request, to any NSW government agency. This includes information dealing with the tenderer's performance on any prior contract that has been awarded. Such information may be used by the recipient NSW Government agency for assessment of the suitability of the tender for pre-qualification, selective tender lists, expressions of interest or the award of a contract.

7.22.2 The provision of the information by the Principal to any other NSW Government agency is agreed by the tenderer to be a communication falling within section 30 of the Defamation Act 2005 (NSW), and the tenderer shall have no claim against the Principal and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the tenderer arising out of the communication

7.23 Method of Acceptance

7.23.1 Acceptance of a tender or part tender will be subject to the execution of a formal Deed in the terms of the Head Agreement. Until the Principal and the successful tenderer(s) execute a formal Head Agreement there will be no legally enforceable agreement concluded between them.

7.24 Disclosure Information

7.24.1 Following the Principal's decision, all tenderers will be notified in writing of the outcome of their Tenders.

7.24.2 Details of this tender and the outcome of the tender process will be disclosed in accordance with the *Government Information (Public Access) Act* (NSW) and the *Premier's Memorandum 2007-01*.

7.25 Complaints Procedure

7.25.1 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 Head Agreement or the Statement of Requirements, it is invited to write to:

Chairperson

NSW Procurement Board

McKell Building

2-24 Rawson Place

Sydney NSW 2000

STATEMENT OF REQUIREMENTS

8. Introduction

a. This Statement of Requirements is for the Supply and Fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles complete with ancillary equipment and all additional accessories listed in the Specification (Part E). This Statement of Requirement should be read in conjunction with the Specification (Part E).

b. Nothing in this Statement of Requirements shall be construed to waive or modify any obligations imposed by the *Work Health and Safety Act 2011 (NSW)* and any subsequent legislation or regulations.

9. Deliverables

a. Supply and Fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles for the New South Wales State Emergency Service) in line with the Specification (Part E) and this Statement of Requirements.

b. Suppliers are requested to provide an additional quotation for the supply, and commissioning of operation equipment as defined within Part E Specification.

c. It will be the responsibility of the Supplier to co-ordinate and ensure the vehicles are ready to use.

10. Vehicle Design and Development

a. NSW SES will require the tenderer to provide details of any recent experience in the design, development and fabrication of emergency response vehicles. (Refer Part C Clause 6)

b. NSW SES will require the tenderer to provide details of any innovative design that has been specifically developed to meet customer need. (Refer Part C Clause 6)

c. NSW SES will require the tenderer to provide details to demonstrate their experience in the installation or electrical systems such as the one required within NSW SES specifications. (Refer Part C Clause 6)

d. NSW SES will require the tenderer to provide information of any previously designed and manufactured vehicle/s currently in the service with any organisation, which will support any claim that vehicles manufactured by the tenderer will provide long term reliability to NSW SES. (Refer Part C Clause 6)

e. NSW SES will require the tenderer to provide and demonstrate their ability to meet the special needs of NSW SES through effective vehicle design and easy workshop maintenance. (Refer Part C Clause 6)

11. Work Health and Safety

a. As a designer and manufacturer, the tenderer is to provide details on the processes and design methodologies in place within their organisation to eliminate hazards and risk, as far as reasonably practical, in the proposed service body manufacture and supply to NSW SES. (Refer Part C Clause 3.6.12.)With reference to the NSW Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 the tenderer will be required to provide details on the extent of the training that will be provided to nominated NSW SES personnel prior to the installation and commissioning of the first vehicle under this contract. (Refer Part C Clause 3.6.5)

b. With reference to the NSW Work Health and Safety Act 2011 and the safety regulation 2011, the tenderer will be required to provide details on the extent of compliance with Operator Manuals and Training Materials that will be provided prior to the installation and commissioning of the first vehicle under this contract. (Refer Part C Clause 3.6.14)

12. Ordering and Supply

General

a. The Supplier acknowledges that this is a standing offer arrangement to provide the Supply and Fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles.

b. NSW SES will manage the procurement of the base cab-chassis vehicle and over the term of the agreement will place orders for the Supply and Fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles.

c. Each order generated shall only be in the form of an official NSW SES Purchase Order, and shall be provided to the Supplier to issue and arrange for appropriate delivery.

d. All official orders for the Supply and Fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles from NSW SES shall only originate from NSW SES (NSW SES Contract Manager), after internal assessment and selection activities have been performed.

e. Each order shall be transmitted to the Supplier (email or port), and shall require the supplier to acknowledge receipt of each order, and commence activity to provide the Supply and Fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles.

f. All equipment fitted to vehicle body by the supplier shall be uniformly maintained as the standard throughout the contract term. Where equipment is superseded, or are no longer provided by the manufacturer, the Supplier is required to source and provide NSW SES with new generational equipment for consideration as the replacement items. The products offered must meet the specification requirements as a minimum.

13. Delivery

a. All Deliverables ordered shall be at the risk of the Supplier, and no liability to pay for these will arise unless the ordered Deliverables are received in full and where applicable installed.

b. All Supply and Fitments of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles require a signed proof of delivery (POD) by a NSW SES representative. The POD in conjunction with the Tax Invoice is to be issued to the NSW SES Contract Manager claiming payment, within 3 working days from completion of the delivery. (Refer to Key Performance Indicator G and clause 12)

c. The NSW SES Contract Manager in consultation with the Suppliers Representative shall organise the appropriate contact names and contact numbers to be provided to enable a suitable time/day for delivery and site access as required.

d. The supplier is to ensure that there is protection from loss or damage occurring during transit for all products prior to acceptance and handover to NSW SES.

e. The Supplier is to follow any instruction provided by the officer in charge at NSW SES facility, and must abide by all the sites workplace safety and security arrangements whilst performing the delivery services.

f. The supplier will be required to provide details in Clause 5.5 Part C of this tender on current obligations to other customers and their proposed strategies/programs to deliver vehicles to NSW SES. The supplier will also be required to prove their capacity to meet the requirements of this tender in Part C.

g. The supplier will be required to store vehicles that will be in build at no extra cost to NSW SES.

14. Warranty

a. The agreed warranty period will commence on the date the Vehicle is delivered to and accepted by the NSW SES

b. In accordance with Clause 7.8, 7.9, 7.10 and 7.11, the supplier must replace any equipment where equipment is:

- recalled by the manufacturer, of Supplier for whatever reason;

- damaged in transit or arrive in a damaged condition;
- do not perform to the requirements of the Specifications or the Statement of Requirements; or
- not safe for the intended use.

c. The Supplier warrants that all defined warranties as responded in Part C1 Clause 5.6 shall apply all the Supply and Fitments of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles, and will become effective from the date of acceptance in NSW SES Fleet.

d. The warranty of ancillary equipment must be managed by the supplier for the term of the original equipment manufacturer (OEM) warranty.

e. The NSW SES Contract Manager may request the Supplier to undertake warranty and repair services on the Supply and Fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles supplied under the Deed.

f. All repairs undertaken by the Supplier shall be provided using only the tools and equipment provided by the Supplier. No equipment owned or on location at any NSW SES site shall be used.

g. In the event that the vehicle cannot be repaired at the location it is based, the supplier will need to collect the vehicle from its Unit/Region location for repair. Any transport costs associated with the vehicle transport will be borne by the supplier.

h. All requests received from the NSW SES Contract Manager concerning repairs to the Supply and Fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles under warranty must be attended to by the supplier within the defined timeframes as detailed within Warranties Offered Part C Clause 5.6 and offered as Standard, Emergency, with ability for On-Site response from receipt of either a written or verbal request. (Key Performance Indicator D).

i. All claims for repairs under warranty are to be performed by the Supplier at no cost to NSW SES.

j. If any rectification works required during the defects liability period/warranty period are not corrected to the satisfaction of the NSW SES outside the defined tender response timeframes, the NSW SES may arrange for the rectification works to be carried out by a third party at the Suppliers cost.

k. All requests to respond to general enquiries and equipment fault repairs (not covered by warranty) from the NSW SES Contract Manager must be attended to by the supplier within 24 hours of receipt of either a written or verbal request.

l. All repairs to the Supply and Fitment of Specialist Emergency Service Bodies to NSW SES General Purpose Vehicles not covered under warranty are to be determined and negotiated by the Supplier and the NSW SES Contract Manager on a Case by case basis.

m. All tenderers will be required to provide details in Clause 5.6.3. Part C of this tender on how they intend to support NSW SES in regards to standard on-ongoing warranty obligations and contractual requirements to attend warranty issues following notification by NSW SES, including follow up response timeframe.

n. All tenderers will be required to provide details in Clause 5.6.4. Part C of this tender a detailed outline on how an Emergency 24 hour, seven day a week warranty service is to be provided at the Unit location or location vehicle is towed to, including initial response timeframe to the NSW SES notification.

o. Tenderers in responding to 7.13 and 7.14, should clearly articulate whether warranty service is conducted on-site at NSW SES Premises where the vehicle resides, or other arrangement such as back to base.

15. Access to NSW SES Premises

General

a. At a time specified by NSW SES, the Supplier will be provided access to a specific NSW SES unit to perform the delivery and must report to the site officer in charge of the unit to gain this access. Contact names and numbers will be issued by the NSW SES Contract Manager as detailed in clause 6.3 above.

b. The supplier is expected to schedule, undertake and complete all delivery within an eight (8) hour bandwidth (8:30am to 4:30pm) Monday to Friday basis, with the exception of Public Holidays.

c. NSW SES is an emergency service; the supplier is to ensure that there is no disruption to NSW SES operations during the delivery period.

d. The contractor is to ensure that any equipment used or vehicle parked at NSW SES premises does not impede NSW SES in responding to emergency calls.

e. Prior to commencing any servicing on site, the Supplier must familiarise themselves with any specific safety and environmental rules, or participate in the site safety induction process, and undertake their own assessment of prevailing risks prior to entry.

f. Any accident/incident must be reported immediately to the supplier representative and the SNW SES Cotract Manager.

16. Goods Returns, Credit and Refunds

a. The Supplier must, at its own cost, collect from the location nominated by NSW SES any General Purpose Vehicle fitted with a Specialist Emergency Service Body to be returned due to:

- a non-compliant Specialist Emergency Service Body being supplied; or
- delivery to an incorrect address.

17. Claims for Payment

Payment

a. The Supplier shall be entitled to invoice the Principal following completion and acceptance at each stage of construction in accordance with the Deed in Part D and any agreed progress payment schedule. The address for claims for payment is an address designated by the Principal or:

NSW SES Contract Administrator
Fleet Replacement Program
93-99 Burelli Street
Wollongong NSW 2500

b. Each claim for payment shall be in the form of an official TAX INVOICE and clearly state the following details as a minimum:

- NSW SES Order Number;
- Invoice Number;
- Date;
- Description of supplied item;
- QTY ordered;
- Quantity supplied;
- Unit of Order;
- Price (GST Exclusive);
- GST Component;
- Price (GST Inclusive);
- Total of Invoice; and
- Any settlement discounts applicable.

18. Contract Management

Business Relationship

a. The Supplier must nominate a suitably skilled person to be dedicated to fulfilling the role

as the “Suppliers Representative”, who will be the main point of contact between NSW SES, and the Supplier

b. The Suppliers Representative will be responsible for the following:

i. Representing the Supplier in relation to the Deed and making appropriate decisions on day- today issues in respect to the Deed;

ii. Co-ordinating the logistical and technical aspects of the Deed;Monitoring the suppliers compliance with its obligations in relation to the Deed and actioning any issues that arise; and

iii. Providing contract management reporting the NSW SES.

Previous Projects

The supplier will be required to provide detailed information in Part C of this tender regarding previous projects that the proposed Project Manager/s have managed and any processes or procedures that they have implemented to improve production.

Meetings

Within seven (7) working days of commencement of this agreement the Parties agree to hold a pre- production meeting (Pre-Production Meeting) to be chaired by the Principal either at the NSW SES Headquarters, Wollongong; premises designated by the principal or at the Suppliers, premises.

Progress Report

The progress report must be provided by the supplier on a monthly basis, by the 4th working day of each month. The report will cover the preceding month’s activities.

The report must address the following areas (but not limited to):

- Identify any cab chassis & SES equipment that were delivered during the period.
- Update on progress of each vehicle being built, including:
  - Expected date of completion;
  - Reasons for any delays;
  - Issues that need to be resolved (both in design specification/delivery/fit out or any other issues);
  - Expected date for milestone completion of each stage;
  - Any value adding initiatives developed over the preceding period; and
  - Photos detailing the progress achieved during the monthly reporting period.
- Identify any quality issues that may have arisen in the period, including any non- conformance/non-compliances or any rejected items from sub-suppliers or sub-contractors.
- Any other issue that the authority reasonably requires.

19. Key Performance Indicators

General

The Supplier acknowledges that in accordance with the Deed (Part D) its performance will be measured against the following Key Performance Indicators:

Key Performance Indicator A - Body Manufacture	
Objective	To determine the Supplier's understanding of the technical specification/scope of works in regards to the [tender submission and costing].
Definition	To gauge if Vehicles are being manufactured to [the Specifications] at the contracted price.

Data Source	Build of 1st Vehicle.	
Measurement	Correlate the cost of contract variations requested by the Supplier during the build of the 1st Vehicle	
Service Level	Cost variations not to exceed 2% of the quoted per vehicle build price.	
Reporting Period	Monthly	

Key Performance Indicator B - Health & Safety		
Objective	To ensure the vehicle is designed and constructed to meet the Principal's Health and Safety requirements and comply with all statutory and legislative requirements.	
Definition	To gauge if vehicles are designed and laid out logically with emphasis being on Operator Safety and Stowage Layout.	
Data Source	Duration of the Agreement.	
Measurement	Design or build issues of a material nature that may impact a NSW SES Members safety in terms of vehicle operation shall be reported to NSW SES within the next program reporting period, with a corresponding action plan to address the issue.	
Service Level	100% - All identified safety issues reported.	
Reporting Period	Monthly	

Key Performance Indicator C - Test, Documents & Reports		
Objective	To ensure all tests, documentation (including drawings) and reports are provided to the Principal in a timely manner.	
Definition	To gauge if the Supplier undertakes all tests as required by the Agreement and supplies documentation, drawings and reports on completion of the first Vehicle under this Agreement.	
Data Source	Build of 1st Vehicle.	
Measurement	Monitor that the Supplier provides the Principal with the requested documentation and test reports on delivery of the first Vehicle to a unit specified by the NSW SES and drawings within 30 days of delivery of the first Vehicle.	
Service Level	100% - All vehicle requested documentation delivered.	
Reporting Period	Monthly	

Key Performance Indicator D – Quality	
Objective	To ensure each Vehicle is manufactured to the desired quality.
Definition	To gauge if the Vehicle complies with the Agreement and is constructed to a high quality.
Data Source	Duration of the Agreement and Vehicles supplied.
Measurement	Record the total number of issues/defects that are identified with a Vehicle by the Principal, its employees, agents or contractors during the final inspection and/or on the commissioning of each Vehicle into service.
Service Level	• No major defects • No repeat issues/defects as previously identified and rectified • Meeting agreed timeframe to rectify issue/defect to required quality
Reporting Period	Monthly

Key Performance Indicator E - Build Requirements & Timelines	
Objective	To ensure that the project is managed to achieve the Principal's build requirements and timelines.

Definition	To gauge if project management principles and systems are utilised by the Supplier to achieve the Milestones.	
Data Source	Duration of the Agreement.	
Measurement	Monitor the Milestones and ensure timelines are met. Ensure project communication is open and regularly undertaken. Ensure that the correct documentation is maintained and available for the Principal, its employees, agents and contractors.	
Service Level	• Scheduled meetings conducted as timetabled • Milestone/schedule reports available per agreed schedule • Program documentation/reports per agreed schedule	
Reporting Period	Monthly	

Key Performance Indicator F - Monthly Reports		
Objective	To ensure that monthly reports and project updates are provided regularly to the Principal.	
Definition	To gauge if project reports are provided to the Principal indicating delivery times, cash flow projections and project information.	
Data Source	Duration of the Agreement.	
Measurement	Monitor that project reports are provided at the end of each month for the duration of the Agreement.	
Service Level	• All agreed Program documentation/reports available per agreed schedule	
Reporting Period	Monthly	

Key Performance Indicator G – Delivery		
Objective	To ensure Vehicles are delivered in a timely manner in accordance with the Agreement.	
Definition	To gauge that the Supplier delivers Vehicles to the Principal at the agreed date as determined at the commencement of the Agreement.	
Data Source	Duration of the Agreement.	
Measurement	Monitor that Vehicles are delivered to the Principal in the agreed month.	
Service Level	• Vehicles delivered to defined location during agreed delivery time window • Handover documentation available with vehicle being handed over • Vehicle accepted by NSW SES representative as received in good/acceptable working order	
Reporting Period	Monthly	

Key Performance Indicator H - On-Going Support	
Objective	To ensure the Supplier provides on-going support.
Definition	To gauge that the Supplier provides on-going support and actions warranty and Vehicle design issues in a timely manner.
Data Source	Duration of the Agreement.
Measurement	Record the number of days that a Vehicle is out of commission due to warranty work or Vehicle quality control issues once in service.
Service Level	• Rectification of warranty repair issues is conducted within agreed timeframes • Notification of ongoing issues preventing repairs in a timely manner • No vehicle to exceed seven (7) days out of service without prior notification and action plan to remedy issue to NSW SES • No repeat of defects in subsequent builds once identified

Reporting Period	Monthly	

SPECIFICATION

The following documents form the basis of the Specification. All are provide as separate documents via attachments.

Document Purpose	**Document Name**
Functional Specification	FRP-FS-1.0-GPV-General Purpose Vehicle
Quality Assurance Checklist (QA Sheet)	FRP-QA-1.0-GPV-General Purpose Vehicle
Vehicle Equipment List (VEL)	FRP-VEL-1.0-GPV-Vehicle Equipment List
Equipment Purchase List	FRP-EPL-1.0-GPV-Equipment Purchase List
Equipment Procurement Manifest	FRP-EPM-1.0-GPV-Equipment Procurement Manifest
Communications Equipment Installation Guideline	FRP-IG-1.0-Communications Equipment Installation Guideline_ANNEXES
Emergency Devices and Markings Guideline	FRP-IG-1.0-Vehicle emergency warning devices and Markings Guideline
Equipment Procurement and Commissioning Guideline	FRP-IG-1.0-Equipment Procurement and Commissioning Guideline