

Weigh scale business case

From: SINGH Jai <jai.singh@rms.nsw.gov.au>
To: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
Date: Thu, 01 Feb 2018 08:28:19 +1100
Attachments: Business Case - Portable Weigh Scales Replacement.docx (113.22 kB)

Attached

Jai Singh
Business Systems Analyst | Heavy Vehicle Programs
Compliance
Compliance and Regulatory Services
T 02 8837 0396 M [REDACTED]
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Roads and Maritime Services
110 George Street Parramatta NSW 2150



**Transport
for NSW**

BUSINESS CASE TEMPLATE

SMALL PROJECT

Evaluation and Assurance

Finance and Investment

November 2016



Transport
for NSW

Heavy Vehicles Portable Weigh Scales - Refurbishment

**Small Projects are those which cost below \$5 million.*

This form must be completed and approved in accordance with the Transport Business Case Policy and endorsed by the relevant Director / Executive Director. Budget and funding is to be certified by Division Business Manager. The proposed project is to be approved by the Division's Deputy Secretary.

All projects with an IT component should be endorsed by the Group Information

NAME OF PROJECT: heavy vehicles portable weigh scales - replacement						
PROJECT DESCRIPTION: 600 portable weigh scales are used by enforcement operations inspectors to weigh heavy vehicles in NSW to meet regulatory and road safety requirements. These Portable Weigh Scales are 25 years old and now require urgent asset replacement to continue mass enforcement in NSW. As more weigh scales become inoperable, there is a major risk of serious injury or worse as the root cause of many heavy vehicle accidents is over-mass vehicles. There has been on average in 2017 some 565 notices per month for over mass heavy vehicles. Additionally, these notices would not be issued and dangerous over mass vehicles would be on the road resulting in a higher road safety risk.						
Division: Compliance and Regulatory Services				Business Unit: Heavy Vehicle Programs unit		
PROJECT TYPE: Operations & Management Systems						
PROJECT DETAILS AND COST BENEFIT ANALYSIS (CBA) RESULTS						
TOTAL PROJECT COST: ~\$7.00M cost estimate. Note: 475 scales x ~\$14,500 per scale = ~\$7.00M. Note that the \$14,500 cost is only a cost estimate based on the currently understood average market price. This estimated cost includes contingency and the costs to go to tender for the scales required.				CAPEX: \$7.00M		OPEX: 0
Costs Details	Year 1	Year 2	Year 3	Year 4	Year 5	Annual average thereafter
1 Capital Cost	\$3.5M	\$3.5M				
Capital						
IT & System						
Other Capital						
2 Operating Cost						
3 Maintenance						
4 Other Cost						
Expected Benefits	Year 1	Year 2	Year 3	Year 4	Year 5	Annual average thereafter

1 Avoided capital cost						
2 Avoided operating cost	\$500k	\$500k	\$500k	\$500k	\$500k	
3 Improved service frequency	Undertaking this urgent asset replacement work would negate the current increasing cost (\$500K annually) of maintenance due to the scales failing and requiring service/maintenance and re-certification at an increasing rate.					
4 More reliable , up-to-date, live or real time information	Reduction in prosecution risks as un-certified scales can NOT be used for scales.					
5 Faster and easier access						

Please complete below, or attach submission covering these requirements

1. Purpose of the Project

Replace all remaining heavy vehicle portable weigh scales to ensure mass management of heavy vehicles by RMS continues in NSW.

2. Link to NSW Government transport objectives and the corporate plan

1. "Deliver and manage the camera enforcement network."
2. "Conduct targeted risk-based compliance campaigns and inter-agency operations".
3. "Conduct fixed and random on-road vehicle inspections".
4. "Undertake targeted heavy vehicle operator fleet inspections where significant and repetitive non-compliance is".
5. "Provision of technology that's fit for purpose (new)"
6. "Ensure enforcement systems comply with the law".
7. "80% of total audits conducted to be targeted in response to identified risks as per an annual audit program"

3. Project scope and dependencies /interdependencies

Scope: Replace remaining 475 portable weigh scales

Dependencies: Funding

4. Support to Frontline and Customer Services

There are approx. 350 enforcement operations inspectors who weigh vehicles (over-mass HV's are the highest risk factor for injury/death). Not replacing these failing weigh scales means that no scales would eventually be available to weigh vehicles.

5. Other Options Considered None			
6. Information technology N/A			
7. Configuration management and asset assurance N/A			
8. Benefit Realisation Management <u>Benefit 1:</u> Undertaking the work will maintain the operability of the weigh scales and avoid having over mass vehicles being on the road reducing road safety. (see attached Mass Management Program statistics) <u>Benefit 2:</u> road safety maintained. Ie/ the risk of DOING NOTHING is that the scales become in operable. This means that more and more parts of the state will have no capability to weigh heavy vehicles leaving RMS not meeting its regulatory requirements. <u>Benefit 3:</u> Undertaking this urgent asset replacement work would negate the current increasing cost (\$500K annually) of maintenance due to the scales failing and requiring service/maintenance and re-certification at an increasing rate. RMS is benefit owner for all 3 benefits.			
9. Customer Service delivery risk if not approved 1. the risk of DOING NOTHING is that the scales are now beginning to fail(unrepairable). This means that more and more parts of the state will have no capability to weigh heavy vehicles; hence we will not be able to meet our accountabilities to the NHVR and to RMS business plans. This is a MAJOR risk politically and of course for road safety. As we have seen in the past, in the event of a serious injury or death, the auditor general is usually engaged to investigate the root cause, and as we know over-mass vehicles is the leading cause of injury/death statistically. 2. RMS is accountable to the national heavy vehicle regulator to perform mass management. This accountability would NOT be met if this funding is not provided. 3. RMS reputation and political risk. In the event of a serious injury or death, the auditor general is usually engaged to investigate the root cause, and as we know over-mass vehicles is the leading cause of injury/death statistically. RMS has been aware of the critical need to fund this for 3 years.			
COST BENEFIT ANALYSIS RESULTS: Key driver is maintenance of road safety			
PV INCREMENTAL COST	PV INCREMENTAL BENEFIT	NPV @7%	BCR

Economic and financial appraisal calculations can be undertaken using the calculation models in [Economic and Financial Appraisal Calculation Model.xls](#).

APPROVAL SHEET

The signatures below endorse that all necessary areas have been consulted, the details of the investment as described in this document and supporting documents are accurate and requests the release of funds as per Section 3.4 to complete the next phase of this investment.¹ This budget being: *(Indicate here the Opex and Capex amounts required for the next phase of investment)*.

1. Project Manager: PROPOSED	
(Signature)	
Jai Singh	
Business Systems Analyst	
(Date)	
2. Director/Executive Director: ENDORSED	
(Signature)	
(Name)	
(Date)	
3. Division Finance / Business Manager: BUDGET / FUNDING CERTIFICATION	
(Signature)	
(Name)	
(Position)	
(Date)	
4. Deputy Secretary (Division): APPROVALS²	
Approved	Not Approved
Name:	Division:
Signature:	Date

Approval to release any capital funding is via the Finance and Investment Committee (FIC). Approval to release any operating expense funding will require approval of the Deputy Secretary of the relevant area(s).

² Business Cases developed by TfNSW must be approved by the sponsor of the project, and the Deputy Secretary of the Division if different. Business Cases developed by an Operating Agency must be approved by the Director/Executive Director of the relevant business unit reporting directly to the CEO.

¹ Approval to release any capital funding is via the Finance and Investment Committee (FIC). Approval to release any operating expense funding will require approval of the Deputy Secretary of the relevant area(s).

FW: Budget process for additional funding

From: SOLIMAN Samer <"o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=solimans">
To: JANSEN Arnold <arnold.jansen@rms.nsw.gov.au>
Cc: CHRISTISON Paul J <paul.christison@rms.nsw.gov.au>
Date: Tue, 24 Apr 2018 09:42:12 +1000
Attachments: Final Budget Proposal - Portable Weigh Scales 2018.xlsx (2.3 MB); RE_ CaRS projects (Additional Funding).msg (2.14 MB)

Hi Arnold,

As discussed yesterday, we are still yet to have action on the highest priority and highest risk issue which is funding for the remainder of the portable weigh scales. 475 scales remaining. Funding is urgently needed over the next 1 or 2 financial years to ensure RMS meets its legislative and road safety requirements.

Samer Soliman
Manager Heavy Vehicle Programs

From: SOLIMAN Samer
Sent: Wednesday, 31 January 2018 12:05 PM
To: WEEKS Roger J
Subject: RE: Budget process for additional funding

Hi Roger,

Please find attached completed template.

In summary, the estimated funding requirement to replace the remainder of the scales is \$7M over 2 financial years. i.e./\$3.5M each financial year. This is only a rough estimate and we will have a more concrete estimate in mid-February after the current tender is finalised for scales replacement this financial year.

A couple of mandatory fields not completed

Protected Items – This is regarding reallocating any savings from the budget allocation so this is not applicable.

Infrastructure NSW Risk Tier – This risk tier is not determined by us as the submitter. I have however specified in the proposal that this is a major risk to the agency.

EQUIP Account Number (Financial Data sheet → CAPITAL EXPENDITURE table) – dropdown not displaying any values for selection.

Cheers,
Samer

From: WEEKS Roger J
Sent: Monday, 29 January 2018 8:58 AM
To: SOLIMAN Samer
Cc: PANCHAL Karishma; SARKAR Saurav; PATTERSON Brett
Subject: FW: Budget process for additional funding

Hello Samer

Could you please review and [prepare the necessary documentation as per this request for the weigh scales replacement. The amount will be to replace all portable weigh scales, taking into account the remainder that need to be purchased after the ones we currently have funding for.

Thanks

Roger

Roger Weeks
Director Compliance
Compliance and Regulatory Services
T 02 8837 0519

M [REDACTED]
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110 George Street, Parramatta



From: TSHUMA Sindiso
Sent: Monday, 29 January 2018 8:48 AM
To: WEEKS Roger J
Cc: PANCHAL Karishma; CHUNG Darith
Subject: RE: Budget process for additional funding

Hi Roger

With regards the below email from Melinda, the following PTA's are relevant for your area, and we would like information to be provided in the attached template as requested by Corporate, and sent back to us by COB tomorrow, so we can discuss with Melinda before Friday. For FIRS are you able to provide the details of when the agreement is effective, whereby we are going to lose on the funding currently received for FIRS. My understanding is that currently we collect about \$16m per year but receive \$32m approx., and stand to lose the difference due to legislation changes if implemented. This PTA is requiring compensation funding for lost revenue if this happens.

With regards weigh scales, I know in the current year we are using \$2m previously allocated to photo card but going forward-is funding going to be from NHVR as noted below from the list sent through by Melinda? We need to complete the PTA for current and future years to complete the project.

Division	PTA	Branch
CaRS	FIRS - removal of Commonwealth funding	Compliance
CaRS	National heavy vehicle regulatory activities - Weigh Scales	Compliance

Please advise if you require further information.

Kind Regards

Sindiso Tshuma
 Finance Manager,
 Finance Business Partners-CaRS
 Tel: (02) 883 70216

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Roads and Maritime Services
 Pod D Level 3 Octagon Building
 99 Phillip Street Parramatta NSW 2151

From: BAILEY Melinda
Sent: Thursday, 25 January 2018 12:50 PM
To: CHENHALL Jennifer A; GRUNERT Trish; HUERTAS Claudia G; WEEKS Roger J; MORGAN Julie A; TSHUMA Sindiso
Cc: CHRISTISON Paul J
Subject: FW: Budget process for additional funding

All

See below advice from Fiona Trussell which as she mentions was discussed at Exec yesterday. I know we have a couple of PTA submissions in stages of preparation such as for Grafton medical processing and SNSW volume growth. It is vital we make our submissions and obtain further funding to cover the additional cost as a result of government policy or direction.

Sindi, I presume you have the lead from Finance – can you please make contact with the Directors and source whatever information you need.

Thanks
 Melinda

From: TRUSSELL Fiona M
Sent: Thursday, 25 January 2018 12:18 PM
To: HARDWICK John T; WAKELIN-KING Roy I; MCCARTHY Jeff P; DROVER Camilla C2; FIUMARA Angela; MITCHELL Angus; FULLER Matt B2; BAILEY Melinda
Cc: KANOFSKI Ken; ROIL Kathy T; SHU Roger Y; BONNEY Rebekah S; OATEN Martin; MAGGS Andrew J
Subject: Budget process for additional funding

Dear All,

One of the key discussion points at yesterday's Quarterly Performance Review session was for the Agency to improve our processes for obtaining funding for new government initiatives. Clarity was sought on the State

Budget process and when we can “bid for funding/budget”.

I indicated that the next opportunity for recurrent budget funding proposals would be the PTA submissions for February. Final PTAs are due for submission to NSW Treasury and TfNSW in mid-February (the final date is to be confirmed by both) and covers a 10 year horizon (with the 4 year forward estimate period requiring your careful consideration).

To manage this, all Divisional PTA requests are to be submitted to Roger Shu (Financial Planning and Analysis Budget Team) as approved by EDs on 2 February 2018. All Finance Business Partners are aware of the deadline and are managing this for your Divisions.

For your information, I am attaching the detailed key deliverables and dates (**Attachment A**) should you wish to review or get your FBPs to discuss with you.

Given yesterday's discussion, to assist you with this process the Financial Planning and Analysis Branch's Budget Team has been working with your Financial Business Partners on an on-going basis since last year to identify potential submissions for funding considerations – I am now attaching the full list as it currently stands in **Attachment B**.

In finalising all submissions for budget (recurrent opex) funding, the following outlines the nature of the expenditure we can seek additional funding for through this process:

- 1) Non-discretionary priority budget funding requirements to meet external Government priorities, legislation, or Federal obligations. Some of the examples include administration costs of the Government's Toll Relief Package, Federal Bridges Renewal program, Sydney Motorway Corporation transaction costs and Service NSW transaction volume increase.
- 2) Accounting / valuation adjustments, such as asset transfers from RMS' balance sheet to Local Councils, recognising asset transfers received from other jurisdictions and reclassifying budgeted capital works as recurrent expenses.
- 3) Agreed fee for service arrangements to deliver road works on behalf of other agencies or entities such as TfNSW for public transport works, INSW on flood mitigation works, or roads on behalf of Local Councils. This may also include transfer of functions agreed with other agencies.
- 4) Recognition of higher hypothecated revenues to fund expense pressures. These mainly include revenue sources governed by legislation or contractual agreements to be applied to specific purposes. Examples include commercial settlements and Maritime Waterways Fund revenue.

Due to the complex and integrated nature of the State Budget process we have to manage several parallel processes, as such I am highlighting:

- Divisions need to review the cash flow profiles submitted for the Half Yearly Review budget submissions made in November 2017 and update as required,
- Any PTA submission should also be flagged in the planning and budgeting opex templates

The PTAs in Feb are for Opex only. Please note that for capex updates, the Transport Infrastructure Plan (TIP) will be refreshed and Martin Oaten will provide a separate note to you on this shortly.

Weekly scrums have been implemented since late last year for your teams to raise questions on the integrated planning budget requirements/process. However, if you have any questions please do not hesitate to contact me directly.

Regards,

Fiona

Fiona Trussell
Chief Financial Officer
T 02 9462 6132
www.rms.nsw.gov.au

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Roads and Maritime Services
20-44 Ennis Road, Milsons Point NSW 2061

Yvette McGill
Executive Assistant to the Chief Financial Officer
T 02 9462 6129 M [REDACTED]

We work flexibly. If you receive an email from me out of hours, I'm not expecting you to read or reply until the next business day.



FINAL BUDGET PROPOSAL		Definitions
* Indicates Mandatory Field Dropdown lists provide requirement guidance		
FINAL BUDGET PROPOSAL		
Type [Only one option available for Release 1.0]	1. Start a NEW Proposal	
BUDGET PROPOSAL OVERVIEW		
* 1. Does this budget proposal include a capital expenditure component?	Yes	If this expense is related to capital select yes.
2. Is the budget proposal part of a joint submission?		Joint Submission means : A set of budget proposals from two or more Government entities to be considered.: together.
* 3. Does this proposal include a current year adjustment?	No	If there is an adjustment for the current Budget then select 'Yes'
* 4. Does this proposal require supplementary funding in the current year?	No	In the current year Budget proposals submitted by an Agency does this belong in the current year or forward years.
* 5. Do you have a business case to add to the proposal? [If yes, please describe in Documents section below and attach to email]	No	Is there a justification for a proposed project or undertaking on the basis of its expected commercial benefit?
Agency	EB1004 - Roads and Maritime Services	This field will be Pre Populated by RMS Central Finance

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FINAL BUDGET PROPOSAL		Definitions
<p><i>* Indicates Mandatory Field</i> <i>Dropdown lists provide requirement guidance</i></p>		
FINAL BUDGET PROPOSAL		
Cluster	EC1001 - Transport Infrastructure, Roads and Maritime	This field will be Pre Populated by RMS Central Finance
* Portfolio Minister Name	Minister for Roads, Maritime and Freight, Vice-President	This field will be Pre Populated by RMS Central Finance
Coordinating Minister Name	Minister for Transport and Infrastructure	This field will be Pre Populated by RMS Central Finance
* Proposal Name	Portable Weigh Scales Asset Replacement	Generic Name that is given for the Proposal ie.
Publication Name [If different to Proposal Name]		If different to Proposal Name
Agency Priority [Outline the level of priority and urgency that warrants the Proposal's consideration as part of the FY2017-18 Budget. Why is the Proposal]		This is the priority the agency is considered to be the level appropriate for this proposal. The options are High, Medium, Low
<p>* Description: (What is it)</p> <p>- Provide an overview /Justification</p>	<p>600 portable weigh scales are used by enforcement operations inspectors to weigh heavy vehicles in NSW to meet regulatory and road safety requirements. These Portable Weigh Scales are 25 years old and now require urgent asset replacement to continue mass enforcement in NSW.</p> <p>As more weigh scales become inoperable, there is a major risk of serious injury or worse as the root cause of many heavy vehicle accidents is over-mass vehicles. There has been on average in 2017 some 565 notices per month for over mass heavy vehicles. Additionally, these notices would not be issued and dangerous over mass vehicles would be on the road resulting in a higher road safety risk.</p>	Provide an overview /Justification

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FINAL BUDGET PROPOSAL		Definitions
* Indicates Mandatory Field Dropdown lists provide requirement guidance		
FINAL BUDGET PROPOSAL		
* Agency Rationale (Why are we doing it)	To ensure continuity of mass enforcement allowing NSW to meet regulatory and road safety requirements.	Explaining in detail how the underspend occurred, and linking it to the below carry forward categories: a. Carry forward to support a Commonwealth obligation (e.g. Commonwealth recurrent maintenance funding) b. Carry forward to support a specific Cabinet decision, Government priority or protected item (e.g. Boating NOW / State natural disaster funding) c. Carry forward due to events happening outside RMS' control, and could not have been foreseen at the time (e.g. wet weather events). d. Carry forwards required to support statutory or contractual obligations, and would result in additional risks to the State if not approved.
Agency Internal Reference [The internal reference or unique ID the Division uses]		[The internal reference or unique ID the Division uses for the project] CAPEX- TAM ID
* Budget Year	FY2018-19	Budget Year
* Proposal Type	Parameter & Technical Adjustment ("PTA")	New Initiative- New Policy Proposal Parameter Technical Adjustment- PTA, Carryforward Other Adjustment- not specified elsewhere
* Proposal Category	Capital Only	Capital, Capital including opex, or OPEX
* Proposal Classification	PTA - Parameter Change	The types of proposal

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FINAL BUDGET PROPOSAL		Definitions
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FINAL BUDGET PROPOSAL		
* Estimated Total Cost Sought (000s) [This is only required for Proposals that include planned Capital Expenditure]	7,000	This is only required for Proposals that include planned Capital Expenditure
* Sunset Date (Only relevant if Proposal Category is "Recurrent")	Jun-20	Which year this fund will spend up to?
* Ongoing [Only relevant if Proposal Category is "Recurrent Only"]	No	No specified Sunset Date
* Funded through existing budget allocations (do not add to base)	No	available amount for a funding source by for budgeted, recognised, and collected revenue
* Protected Items	Choose one of the following:	Budget allocation schedules identify certain protected items, such as uncontrollable expenditures, first year funding for any new policies and projects or programs with conditional approval. Any savings from these items are not generally available for reallocation in an agency to other purposes or across a cluster.
* Election Commitments [Does the Proposal serve to implement a 2015 NSW Government Election commitment? If yes, please provide details in the	Yes	Does the Proposal serve to implement a 2015 NSW Government Election commitment? If yes, please provide details in the Comments section below
* For external publication	No	Was the proposal externally communicated to Public via Media releases(s)
* Budget Designated Program (Service Group)	RMS Asset Maintenance	Enter existing Budget Program (Service Group)
ADD PROGRAM OVERVIEW [Relevant for Capex proposals only]		
Are you adding this Proposal to a Program? If yes, provide the below details:		
1. Program Code		The Program code for Capex Proposals only :
2. Program Name		The Program code name for Capex Proposals only

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FINAL BUDGET PROPOSAL	Definitions
* Indicates Mandatory Field Dropdown lists provide requirement guidance	
FINAL BUDGET PROPOSAL	

CAPITAL INFORMATION [Only complete if "Capital only" or "Recurrent incl. Capital" is chosen in Proposal Category - Row 24]		
* Project Type	Other Physical Asset or Infrastructure	Enter the type of Capital project from the list
* Project Status	New	Enter the Status of the Capital Project from the List : a. New Works (projects commencing in the upcoming Budget year) b. Works in Progress (projects which have already commenced before the Budget year) c. Annual Provisions; d. Completed Works (those projects which will be completed prior to the commencement of the upcoming Budget year) and e. Deactivated Projects (projects which are to be considered as deleted projects by the system).
* Project Group Name	Customer Interfaces & Compliance	These codes are used by agencies with a large number of projects allowing them to group more than one project into one line or as a list of projects under a relevant group code (equivalent to EquipPPM level)
* Infrastructure NSW ("INSW") Risk Tier [INSW Risk Tier is to be advised by the Agency based on either a self assessment or INSW risk assessment of	Choose one of the following:	[INSW Risk Tier is to be advised by the Agency based on either a self assessment or INSW risk assessment of the project
* Estimated Physical Commencement Month / Year [DD-MM-YYYY]	Jul-18	
Estimated Physical Completion Month / Year [DD-MM-YYYY]		
* Estimated Financial Completion Month / Year [DD-MM-YYYY]	Jun-20	This date determines the point until which you can enter financial information in the Financials Tab
* Urban Development Project Indicator	No	

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FINAL BUDGET PROPOSAL		Definitions
* Indicates Mandatory Field Dropdown lists provide requirement guidance		
FINAL BUDGET PROPOSAL		
* Within or Above Approved Capital Limit	Within approved CPL	
* CISP 10 Year include indicator (Whether included in 10 Year Capital)	Yes	Is this included in 10 yer Capital Investment Plan
LOCATION DETAILS (Capital Only)		
Choose one of the two options below to find a project's location. If a Proposal has various locations, please add lines		
Option 1: SEARCH LOCATION BY ADDRESS:		
Number	* Street Type	* Street Name
110	Street	George Street
	Choose one of the following:	
	Choose one of the following:	
Option 2: SEARCH LOCATION BY COORDINATES (recommended option)		
Search location by coordinates is one of two options to find a project's location. Divisions can choose this field if exact coordinates are known. Latitude and Longitude are mandatory if using this option.	* Latitude	* Longitude
* RISK Highlighting the down-side risks if the carry forwards are not approved (e.g. in breach of ERC decision or Government commitment, exposure of RMS to road safety)		
Please outline risks associated with the delivery of the Proposal. These may include: financial, policy, implementation and impacts Risks are identified in order to ensure more informed decisions can be made when approving and endorsing a Proposal. Risks are managed to prevent		
Risk summary	Risk Impact	Risk Likelihood

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FINAL BUDGET PROPOSAL		Definitions
* Indicates Mandatory Field Dropdown lists provide requirement guidance		
FINAL BUDGET PROPOSAL		
The risk of DOING NOTHING is that the scales are now beginning to fail(unreparable). This means that more and more parts of the state will have no capability to weigh heavy vehicles; hence we will not be able to meet our accountabilities to the NHVR and to RMS business plans	Major	Almost Certain
RMS reputation and political risk. In the event of a serious injury or death, the auditor general is usually engaged to investigate the root cause, and as we know over-mass vehicles is the leading cause of injury/death statistically. RMS has been aware of the critical need to fund this for 3 years.	Major	Possible
	Choose one of the following:	Choose one of the following:

GATEWAY STATUS [Capex only]		
Gate:	Assurance Authority	Status
Gate 2: Business Case	Infrastructure NSW ("INSW")	Pending
Choose one of the following:	Choose one of the following:	Choose one of the following:
Choose one of the following:	Choose one of the following:	Choose one of the following:

DOCUMENTS		
It is important to name documents with a meaningful file name containing version number and date. Also provide a detailed description. Please note, documents cannot be deleted once the document has been uploaded.		
Document Name	Document Description	Document Link / Attach any supporting documents to the email account

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E18-0281-AS-2-12-PR-0001 D10497860

FINAL BUDGET PROPOSAL		Definitions
* Indicates Mandatory Field Dropdown lists provide requirement guidance		
FINAL BUDGET PROPOSAL		

COMMENTS		
Provide any supporting comments for the reviewer, particularly those not captured elsewhere in this template. Please note, once added, comments cannot be deleted		
Date	Comment	Status
29/01/2018	There are a total of 600 portable weigh scale assets. 125 are currently being replaced in FY17/18. The funding for the remaining 475 is being requested in this Final Budget Proposal to span over two financial years i.e \$3.5m in FY18/19 and \$3.5m in FY19/20.	Open

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E18-0281-AS-2-12-PR-0001 D10497860

Selection Options
1. Yes, 2.No
No Drop down Slection
1. Yes, 2.No
1. Yes, 2.No
1. Yes, 2.No
Prefilled

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E18-0281-AS-2-12-PR-0001 D10497860

Selection Options
Prefilled
Prefilled
Prefilled
Free Text Field
Free Text Field

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Selection Options
Free Text Field
New Policy Proposal(NPP), Other Adjustments, Carry Forwards, PT's)
Capital Only, Reoccurring including capital, Reoccurring
NPP - Expenditure Measure NPP - Revenue Measure NPP - Savings Measure Other adjustment - Central Adjustment Other adjustment - Provision Adjustment Other adjustment - Consolidation Adjustment Other adjustment - Machinery of Government PTA - Parameter Change PTA - Accounting Adjustment PTA - Timing Adjustments PTA - Revenue Pass Through PTA - Other Adjustments PTA - Carry Forward

- Carry forward requests are
- detail the proposed Limits (Net Cost of Limit) are to be made
 - clearly describe any Commonwealth adjustments
 - explain why other mitigate the expenditure offset the underspend
 - explain the 'root cause' take to prevent un
 - provide details that
 - identify whether the requested carry

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E18-0281-AS-2-12-PR-0001 D10497860

Selection Options
1. Yes, 2.No
1. Yes, 2.No
1. Yes, 2.No
1. Yes, 2.No
1. Yes, 2.No
RMS Asset Maintenance RMS Growth and Improvement RMS Services & Operations

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Selection Options
Building & Construction Information & Communication Technology (ICT) Land Other Physical Asset or Infrastructure Plant & Equipment
Annual Provision (for Future New Works) Completed Deactivated New Work In Progress
1. Yes, 2.No

Criteria and Weighting

Government priority: 25%

The level and timing of project or program priority, where:

- The level of priority for a project is specifically mandated (or where a Ministerial authority has been given to mandate that a project is a priority) in documents such as the NSW Budget, Premier's Priorities, State Infrastructure Strategy, Election Commitment, or is a response to a Legislative Change. Alternatively, the project is an enabler of a mandated priority project.
- The timing of the priority project can be either within or outside the Forward Estimates and relates to planning/development commencement, construction commencement or construction completion.

These two conditions should exist.

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Selection Options
Within Approved CPL or Above CSL

where necessary.	
* City	* Postal Code
Parramatta	2150

Litigation, unacceptable impacts to road maintenance standards or	
on other areas of government. them from becoming issues. The Selection includes :	
Mitigation	Description

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E18-0281-AS-2-12-PR-0001 D10497860

Selection Options	
Replacement of portable weigh scales	Replacement of portable weigh scales
Replacement of portable weigh scales	Replacement of portable weigh scales

on to reflect the document content.
ompanying this Proposal

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E18-0281-AS-2-12-PR-0001 D10497860

Selection Options	
plate.	

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RE: CaRS projects (Additional Funding)

From: SOLIMAN Samer </o=rta/ou=exchange administrative group (fydibohf23spdlit)/cn=recipients/cn=solimans">
To: zzAKDOGAN Haydar <zzhaydar.akdogan@rms.nsw.gov.au>, zzHAYES Paul P <zzpaul.hayes@rms.nsw.gov.au>
Cc: CHRISTISON Paul J <paul.christison@rms.nsw.gov.au>, DUBOIS Alexandre <alex.p.dubois@rms.nsw.gov.au>
Date: Thu, 06 Apr 2017 11:15:01 +1000
Attachments: Heavy Vehicle (Mass, Dimension and Loading) National Regulation (NSW).pdf (1.71 MB); scales maintenance statement.pdf (282.17 kB); IRD(manufacturer) statement.pdf (39.85 kB)

Hi Haydar,

Regarding the critical "Heavy Vehicle Inspection Scales Replacement" funding request, below are several key justification items.

1. Road Safety:

- a. The mass of a vehicle is directly related to its probability of being involved in a crash, particularly fatal crashes. ie/ The higher the mass of a heavy vehicle, the higher the probability of it causing a fatal crash.
- b. **RMS conducts thousands of mass inspections(weighing of a heavy vehicle) every year using portable weigh scales to enforce over-mass heavy vehicles. 79% of ALL heavy vehicle breaches in the past 12 months were over-mass heavy vehicles.**

Period: 01/04/2016 - 01/04/2017

Type	Count
Weight breaches	6,802
All breaches	8,634
% of Weight breaches	79%

- c. **It can be inferred then, that not having funding available to maintain/replace the currently end-of-life portable weigh scales, would directly result in INCREASED FATALITIES in NSW and bordering states.**

2. Legislative Requirements for RMS to enforce HV mass compliance: Part 2 of the attached "Heavy Vehicle (Mass, Dimension and Loading) National Regulation (NSW)" states all of the mass limits applicable to HV's which RMS is required to detect and enforce per this Regulation via the National Heavy Vehicle Regulator. Refer to attached regulation "Heavy Vehicle (Mass, Dimension and Loading) National Regulation (NSW).pdf"

3. Corporate alignment:

- a. **OneRMS purpose statement requires Compliance Branch to enable safe journeys. This funding request will directly impact this purpose by enabling enforcement of over-mass vehicles:**
"Our purpose: Enabling safe and efficient journeys throughout NSW. Our vision: To be the leader in the management and delivery of safe, efficient and high quality services and infrastructure to the community and businesses of NSW."
- b. **OneRMS core business statement requires Compliance Branch to MAINTAIN TRANSPORT ASSETS. This funding request is specifically to maintain critical transport/road-safety assets to ensure safe journeys:**
Build - Growing the transport system
Manage Journeys - Improving transport services and operations.

Maintain - Maintaining transport assets

Enable - Planning and financing the transport system of the future and developing the transport agency of the future.

4. Documents depicting the poor status of the asset and correlating impact:
- a. Statement from portable weigh scales manufacturer(International Road Dynamics) confirming that the current RMS portable weigh scale fleet are end-of-life meaning they have no spare parts or support. Refer to attached statement "IRD(manufacturer) statement.pdf"
 - b. Statement from portable weigh scales local maintenance vendor confirming that the current RMS portable weigh scale fleet have required substantial effort and cost to maintain/replace failing parts and that many scales have been retired and will continue to be retired at an exponential rate. Refer to attached statement "scales maintenance statement.pdf"
 - c. Impact to Enforcement Operations inspectors: As the scales regularly fail, and many have now been retired and will continue to be retired, a large percentage of all enforcement operations inspectors(~400 inspectors total in NSW) no longer have portable weigh scales, which has resulted in:
 - i. Targeted road safety operations being cancelled due to inoperable/unavailable scales;
 - ii. RMS reputation being damaged caused by failing scales;
 - iii. Potential mass breaches not being issued(leaving over mass trucks on the NSW road network).

Samer Soliman
Manager Heavy Vehicle Programs

From: AKDOGAN Haydar
Sent: Wednesday, 5 April 2017 11:27 AM
To: SOLIMAN Samer; DUBOIS Alexandre
Cc: HAYES Paul P; CHRISTISON Paul J
Subject: FW: CaRS projects (Additional Funding)
Importance: High

Hi All

*We have received feedback on our Capex submission and Treasury have asked for further information as per the email below
Could you assist asap to further our TAM submission*

*Any questions please let me know
Many Thanks*

Haydar Akdogan
Finance Business Partner
Compliance & Regulatory Services Division
T 02 8837 0573
www.rms.nsw.gov.au
Every journey matters

Roads and Maritime Services
Level 6, 110 George St, Parramatta, NSW 2150

From: PERERA Jivanka
Sent: Wednesday, 5 April 2017 11:03 AM
To: AKDOGAN Haydar
Cc: CHRISTISON Paul J
Subject: CaRS projects (Additional Funding)
Importance: High

Hi Haydar,

As you are aware we have submitted a number of CaRS projects that are not funded in the TAM for additional funding.

This also includes the Graduated licencing scheme and KTP projects even though they have some funding in the TAM.

Treasury and the minister's office are looking into fully funding these items but we need to provide them with additional information.

Can you ask the team to provide (any item/dot point below would be sufficient, announcements/commitments are preferred):

- *election commitments*
- *government announcements*
- *media releases*
- *legislative requirements*
- *documents depicting the poor status of the asset/studies undertaken to support project or Program*

for the following project/programs:

1. *Heavy Vehicle Inspection Scales Replacement*
2. *RMS Knowledge Test Platform (I already have a FIC paper, is there any other information that can support the need for this work)*
3. *Graduated Licencing Scheme (I already have a FIC paper, is there any other information that can support the need for this work)*
4. *Photo Card Act*

It would great if you can get this information as soon as possible.

*Thank you
Jivanka*

*Jivanka Perera
Senior Analyst (Engineering/Economics)
Investment Management
Investment Branch | Finance
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Every journey matters*

*Roads and Maritime Services
20 – 44 Ennis Road, Kirribilli NSW 2061.*

Heavy Vehicle (Mass, Dimension and Loading) National Regulation (NSW)

Current version for 6 February 2016 to date (accessed 6 April 2017 at 10:16)

[Status information](#)



New South Wales

Status information

Currency of version

Current version for 6 February 2016 to date (accessed 6 April 2017 at 10:16).

Legislation on this site is usually updated within 3 working days after a change to the legislation.

Provisions in force

The provisions displayed in this version of the legislation have all commenced. See [Historical notes](#)

Authorisation

This version of the legislation is compiled and maintained in a database of legislation by the Parliamentary Counsel's Office and published on the NSW legislation website, and is certified as the form of that legislation that is correct under section 45C of the [Interpretation Act 1987](#).

File last modified 6 February 2016.

Heavy Vehicle (Mass, Dimension and Loading) National Regulation (NSW)



New South Wales

Part 1 Preliminary

1 Short title

This Regulation may be cited as the *Heavy Vehicle (Mass, Dimension and Loading) National Regulation (NSW)*.

2 Commencement

This Regulation commences in a participating jurisdiction on the day on which Chapter 4 of the Law commences in that jurisdiction.

Note— In this Regulation, a reference to ‘the Law’ is a reference to the Heavy Vehicle National Law. See section 12(2) of Schedule 1 of the Heavy Vehicle National Law.

3 Definitions

In this Regulation—

6-tyred tandem axle group means a tandem axle group fitted with 6 tyres.

ADR (Definitions and Vehicle Categories) means the ADR titled ‘*Vehicle Standard (Australian Design Rule—Definitions and Vehicle Categories) 2005*’.

agricultural combination means a combination consisting of at least 1 agricultural vehicle.

approved air suspension system, in relation to a bus, means a suspension system in which—

- (a) vertical movement between each axle and the body of the bus is controlled by variations in the air pressure in an air spring; and
- (b) the proportion of the bus’s mass borne by the air spring remains substantially constant despite variations in the air pressure in the air spring.

centre, of an axle group, has the same meaning as it has in section 4 of the *Heavy Vehicle (Vehicle Standards) National Regulation (NSW)*.

certified road-friendly suspension system means a suspension system certified as a road-friendly suspension system by the Vehicle Safety Standards Branch of the Commonwealth Department of Infrastructure and Transport in accordance with the *Vehicle Standards Bulletin Number 11* (revised edition) published by that branch in July 2004.

Notes—

- 1 A copy of the bulletin may be obtained from the website of the Commonwealth Department of Infrastructure and Transport at <www.infrastructure.gov.au>.
- 2 At the time of publication the department was called the Department of Transport and Regional Services.

[NSW]

CML heavy vehicle means a heavy vehicle to which, or to a component of which, the concessional mass limits apply as provided by Schedule 2.

complying bus means a bus with 2 or 3 axles, 1 of which is a steer axle, that is fitted with an approved air suspension system and meets—

- (a) the emergency exit specifications in ADR 44; and
- (b) the rollover strength specifications in ADR 59; and
- (c) the occupant protection specifications in ADR 68.

complying steer axle vehicle means a heavy vehicle with a single steer axle if the vehicle has all of the following—

- (a) an engine complying with the emission control requirements contained in ADR 80/01 (Euro IV engine) or a later version of ADR 80;
- (b) a front underrun protection device that complies with UN ECE Regulation No. 93 or ADR 84—Front Underrun Impact Protection;
- (c) a cabin that complies with UN ECE Regulation No. 29;
- (d) appropriately rated tyres, axle and suspension to permit 6.5t on the steer axle;
- (e) a GVM of 15t or more.

concessional mass limits means the concessional mass limits stated in section 2 of Schedule 2.

dog trailer has the same meaning as it has in section 4 of the *Heavy Vehicle (Vehicle Standards) National Regulation (NSW)*.

drawbar has the same meaning as it has in section 4 of the *Heavy Vehicle (Vehicle Standards) National Regulation (NSW)*.

driving axle, in relation to a vehicle, means an axle driven by the vehicle's engine.

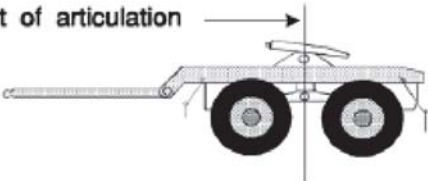
dual-drive tandem axle group means a tandem axle group consisting of 2 axles, both of which are a driving axle for a vehicle.

front articulation point, in relation to a trailer used in a heavy combination, means the point of articulation at the front of the trailer, which may, and may only, be any of the following—

- (a) the vertical axis of a kingpin used with a fifth wheel coupling;
- (b) the vertical axis of rotation of a fifth wheel coupling;
- (c) the vertical axis of rotation of a turntable;
- (d) in relation to a trailer that is a dog trailer, the vertical axis of rotation of the front axle group, or single axle, of the trailer;
- (e) in relation to a trailer that is a semitrailer, the imaginary vertical line passing through the pivot point for a coupling fitted to the semitrailer.

Examples—

[NSW]



Point of articulation

Point of articulation—fifth wheel coupling on a converter dolly (forming the front axle group of a dog trailer)



Point of articulation—kingpin fitted to a fifth wheel coupling

general mass limits has the meaning given by section 6(2).

higher mass limits means, in relation to a heavy vehicle to which the higher mass limits mentioned in section 1 of Schedule 5 apply as provided by the section, the higher mass limits stated in section 2 of Schedule 5.

HML area, in relation to an HML heavy vehicle, means an area within which the vehicle is authorised to be used under the higher mass limits under—

- (a) an HML declaration; or
- (b) an HML permit.

HML declaration has the meaning given by section 12(2).

HML heavy vehicle means a heavy vehicle to which the higher mass limits mentioned in section 1 of Schedule 5 apply as provided by the section.

HML permit has the meaning given by section 23(2).

HML route, in relation to an HML heavy vehicle, means a route on which the vehicle is authorised to be used under the higher mass limits under—

- (a) an HML declaration; or
- (b) an HML permit.

jinker means a trailer—

- (a) comprising an axle or axle group built to support a load that is being transported by the trailer and its towing vehicle; and
- (b) connected to the towing vehicle by a pole or cable or the load itself, if any.

LED technology means light-emitting diode technology.

light vehicle standards means the standards with which a vehicle other than a heavy vehicle must comply before it may be registered under a law of a participating jurisdiction providing for the registration of vehicles other than heavy vehicles.

[NSW]

load-carrying vehicle means a heavy vehicle carrying, or designed for the purpose of carrying, a large indivisible item, including, for example, a combination including a low loader.

load-sharing suspension system, of an axle group, means a suspension system—

- (a) built to divide the load between the tyres on the group so no tyre carries a mass more than 10% above the mass it would carry if the load were divided equally; and
- (b) with effective damping characteristics on all axles of the group.

low loader has the same meaning as it has in section 116(4) of the Law.

low loader dolly means a device for distributing mass that—

- (a) is usually coupled between a prime mover and low loader; and
- (b) consists of a rigid frame of a gooseneck shape; and
- (c) does not directly carry any load; and
- (d) is equipped with 1 or more axles, a kingpin and a fifth wheel coupling.

major road means a road declared to be a major road for this Regulation under Division 2 of Part 5.

mass exception has the meaning given by section 6(3).

one tonne tri-axle mass transfer allowance means the mass transfer allowance stated in section 1 of Schedule 5A.

police vehicle means a motor vehicle driven by a police officer in the course of the police officer's duty.

quad axle group mass exception limits means the quad axle group mass exception limits stated in section 1 of Schedule 4.

radial ply tyre means a radial ply tyre within the meaning of ADR (Definitions and Vehicle Categories).

rear overhang has the meaning given by section 1 of Schedule 6.

rear overhang line has the meaning given by section 1 of Schedule 6.

relevant accreditation label, in relation to a CML heavy vehicle or HML heavy vehicle, means an accreditation label for a mass management accreditation issued for the vehicle under section 466 of the Law.

relevant participating jurisdiction, in relation to an HML declaration, means a participating jurisdiction in which the whole or part of an area or route the subject of the declaration is situated.

relevant road manager, in relation to an HML declaration or HML permit, means a road manager for a road in an area or on a route the subject of the declaration or permit.

retractable axle means an axle that can be raised so the tyres on it do not touch the ground.

road manager consent provisions means Division 2 of Part 4.7 of the Law.

section width, of a tyre, has the meaning given by section 4.

single axle group means a group of 2 or more axles in which the horizontal distance between the centre-lines of the outermost axles is less than 1m.

single-drive axle means a single axle that transmits automotive power.

[NSW]

single-drive tandem axle group means a tandem axle group consisting of 2 axles, only 1 of which is a driving axle for a vehicle.

special purpose vehicle has the same meaning as it has in section 116(4) of the Law.

steerable axle means a single axle that connects the wheels of a vehicle to a steering mechanism for the vehicle.

steer axle means the front steerable axle used to steer the vehicle.

transport enforcement vehicle means a motor vehicle marked as a vehicle of a road authority for a participating jurisdiction and used by the authority for the purposes of investigating or prosecuting an offence against an Australian road law.

turntable has the same meaning as it has in section 4 of the *Heavy Vehicle (Vehicle Standards) National Regulation*.

ultra-low floor bus means a bus that—

- (a) has stairless entry; and
- (b) is accessible to wheelchairs; and
- (c) is authorised to carry standing passengers.

UN ECE Regulation means an addendum to the *United Nations Agreement Concerning the Adoption of Uniform Conditions of Approval and Reciprocal Recognition of Approval for Motor Vehicle Equipment and Parts* done at Geneva on 20 March 1958.

urban area means an area declared to be an urban area for this Regulation under Division 2 of Part 5.

warning light, in Schedule 8, means a warning light complying with Division 1 of Part 3 of Schedule 8.

warning pattern means a pattern covering an area of at least 0.16m² and consisting of diagonal stripes at least 150mm wide and alternately coloured—

- (a) red and white; or
- (b) black and white.

warning sign, in Schedule 8, means a warning sign complying with Division 2 of Part 3 of Schedule 8.

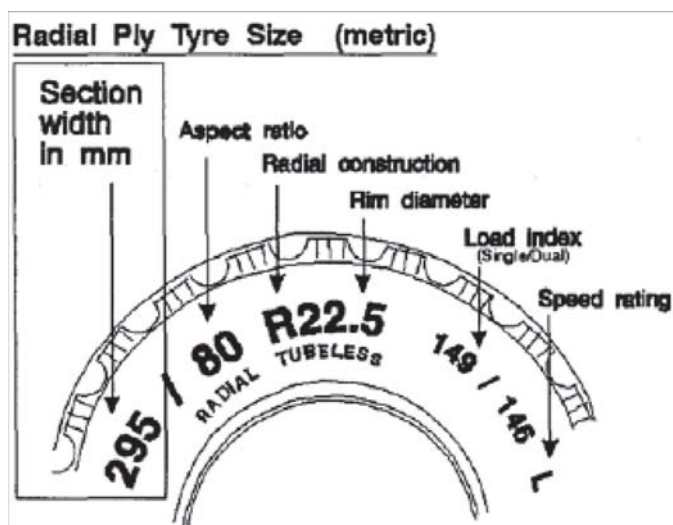
wheelbase, in relation to a vehicle, means the distance from the centre line of the vehicle's foremost axle to the rear overhang line.

yellow, in relation to a light, includes amber.

4 Meaning of section width of tyre

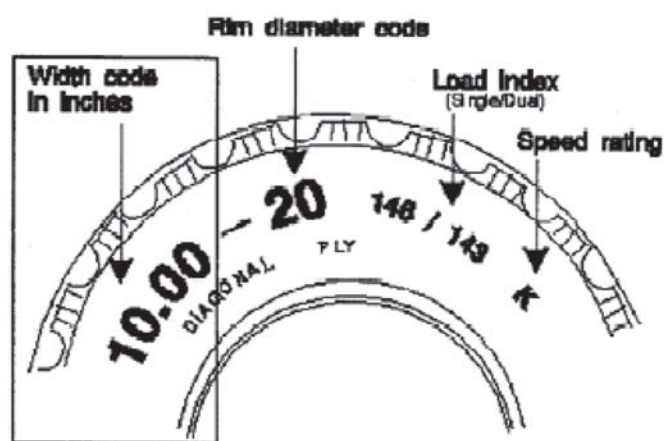
- (1) The section width of a tyre is the tyre's width worked out under subsections (2) to (4).
- (2) The tyre width of a radial ply tyre is the number of millimetres marked on the tyre in the position labelled 'section width in mm' in the following diagram—

[NSW]



Position of section width marking on radial ply tyre

- (3) The tyre width of a bias-belted tyre is the number of millimetres equal to 25.4 times the number marked on the tyre in the position labelled 'width code in inches' in the following diagram—



Position of width code marking on bias-belted tyre

- (4) The tyre width for another type of tyre is the width of the part of the tyre that normally comes into contact with the road surface.

- (5) In this section—

bias-belted tyre means a bias-belted tyre within the meaning of ADR (Definitions and Vehicle Categories).

5 Application of Regulation in relation to a retractable axle

- (1) This section applies for the purpose of applying a provision of this Regulation in relation to a heavy vehicle that has a retractable axle if, in the circumstances to which the provision is being applied, the axle is retracted.
- (2) If the provision imposes mass limits on a single axle or axle group—
 - (a) the mass limits do not apply to the retracted axle; and

[NSW]

- (b) the retractable axle is to be disregarded in determining whether more than 1 axle is a particular type of axle group.
- (3) If the provision imposes mass limits relating to axle spacing of a heavy vehicle, the retracted axle is to be disregarded in determining the axle spacings of the vehicle.
- (4) If the provision imposes dimension requirements in relation to distances measured by reference to a single axle or axle group, the retracted axle is to be disregarded.
- (5) In this section—

retracted, in relation to an axle, means a retractable axle that is raised so that the wheels of the axle do not touch the ground.

Part 2 Mass requirements

Division 1 Prescribed mass requirements and related provisions

6 Prescribed mass requirements

- (1) The mass requirements imposed by this Division and Schedules 1 to 5A are prescribed mass requirements for the purposes of section 95 of the Law.
- (2) Schedule 1 imposes mass limits that apply generally to a heavy vehicle or to components of a heavy vehicle (the *general mass limits*).
- (3) The general mass limits are subject to exceptions (each a *mass exception*) provided under section 7 and Schedules 2 to 5A in relation to a heavy vehicle or a component of a heavy vehicle.

Note— A component, for example, may be a vehicle towing another vehicle, a vehicle being towed, a single axle, an axle group or a tyre.

- (4) Sections 8 to 10 impose requirements based on manufacturer's mass limits or other mass limits.
- (5) The prescribed mass requirements mentioned in this section apply in relation to a heavy vehicle or component whether or not the vehicle is loaded.

Note— The general mass limits and mass exceptions make no distinction between a loaded or unloaded vehicle or component because an essential consideration is the mass that is applied to a road on which a heavy vehicle or component is being used.

7 Mass exceptions

- (1) The mass exceptions are as follows—
 - (a) the concessional mass limits;
 - (b) the quad axle group mass exception limits;
 - (c) the higher mass limits;
 - (d) the one-tonne tri-axle mass transfer allowance.

Note— See Schedules 2 to 5A for details of the mass exceptions.

- (2) A mass exception does not apply if a condition of the mass exception imposed under this Regulation is contravened.

[NSW]

8 Limitation imposed by manufacturer's mass limits or other stated limit

- (1) Subsection (2) applies if the general mass limits or a mass exception provides for a mass limit for a heavy vehicle in excess of—
 - (a) the manufacturer's mass limits; or
 - (b) the limit stated in subsection (3) for the purposes of this paragraph.
- (2) The manufacturer's mass limits or the limit stated in subsection (3) applies and the general mass limits or mass exception does not apply.
- (3) For the purposes of subsection (1)(b), the limit is, for a combination—
 - (a) the towing vehicle of which does not have a GCM; and
 - (b) fitted with a single-drive axle, single-drive tandem axle group or dual-drive tandem axle group; the mass, in kilograms, worked out under section 9.
- (4) Subsection (5) applies if the general mass limits or a mass exception provides for a mass limit for a component of a heavy vehicle in excess of the manufacturer's mass limits for the component.
- (5) The manufacturer's mass limits for the component applies and the general mass limits or mass exception does not apply.
- (6) Subsection (7) applies if there is no general mass limits or mass exception applied to a component of a heavy vehicle under this Part other than subsection (7) and there is a manufacturer's mass limits for the component.
- (7) The manufacturer's mass limits for the component applies to the component.
- (8) In this section—

manufacturer's mass limits—

 - (a) in relation to a heavy vehicle, means—
 - (i) the mass limits derived from the rating set for the heavy vehicle by the vehicle's manufacturer, including the GVM or GCM stated by the manufacturer of the heavy vehicle; or
 - (ii) if the Regulator has, under section 56 of the Law, specified the total maximum loaded mass for the heavy vehicle and any vehicles it may lawfully tow—that mass; or
 - (iii) if the Regulator has, under section 57 of the Law, specified the vehicle's maximum loaded mass—that mass; or
 - (b) in relation to a component of a heavy vehicle, subject to section 10, means the mass limits derived from the rating set for the component by the component's manufacturer.

9 How to work out the relevant mass for a towing vehicle without a GCM

- (1) For the purposes of section 8(3), if the towing vehicle of a combination does not have a GCM and is fitted with a single-drive axle, single-drive tandem axle group or dual-drive tandem axle group, the mass, in kilograms, is worked out by using the following formula—

$$M = \frac{K \times TR \times R \times T}{16}$$

- (2) In the formula under subsection (1)—

[NSW]

- (a) **M** means mass in kilograms; and
- (b) **K** means the following—
 - (i) if the towing vehicle is fitted with a single-drive axle—0.055;
 - (ii) if the towing vehicle is fitted with a single-drive tandem axle group—0.053;
 - (iii) if the towing vehicle is fitted with a dual-drive tandem axle group—0.051; and
- (c) **TR** means the number of tyre revolutions per kilometre, stated by the manufacturer, of the tyres fitted to the towing vehicle's driving axles; and
- (d) **R** means the overall gear reduction between the towing vehicle's engine and the wheels on the vehicle's driving axles; and
- (e) **T** means the towing vehicle's maximum engine net torque in newton-metres.

Example— A towing vehicle does not have a GCM if—

- (a) the total maximum mass for the vehicle and any vehicles it may lawfully tow at any given time is not stated by the vehicle's manufacturer on the vehicle's identification plate or another place on the vehicle; and
- (b) the Regulator has not, under section 56 of the Law, specified the total maximum loaded mass for the vehicle and any vehicles it may lawfully tow at any given time because the vehicle has not been the subject of an application for registration or an unregistered heavy vehicle permit under the Law.

10 Modified manufacturer's mass limits for a tyre relating to a particular cold inflated pressure

- (1) This section applies for the purposes of section 8.
- (2) The manufacturer's mass limits for a tyre are the manufacturer's mass limits for the tyre determined at a cold inflation pressure of not more than—
 - (a) for a radial ply tyre—825kPa; or
 - (b) for another type of tyre—700kPa

Example— The manufacturer's mass limits for a radial tyre are—

- at a cold inflated pressure of 200–900kPa—5t
- at a cold inflated pressure greater than 900kPa—6t.

Because the latter mass limit (6t) only applies at a cold inflated pressure above the threshold value of 825kPa mentioned in paragraph (a), the applicable manufacturer's mass limits for the tyre is 5t.

Division 2 CML heavy vehicle accreditation label

11 Identification requirement for particular CML heavy vehicle

- (1) A person must not drive a CML heavy vehicle under the concessional mass limits unless the relevant accreditation label is maintained on the vehicle in the way required by subsections (2) to (4).
Maximum penalty—\$3000.
- (2) The relevant accreditation label must be attached in a way that the information on the label is readable from outside the CML heavy vehicle.
- (3) The relevant accreditation label must not be wholly or partly obscured, defaced or otherwise not legible.

[NSW]

- (4) If the CML heavy vehicle is a combination, the relevant accreditation label must be affixed to the most forward vehicle.

Division 3 Additional provisions relating to higher mass limits

Subdivision 1 HML declarations

12 Regulator's power to declare areas and routes for higher mass limits

- (1) The Regulator may, by Commonwealth Gazette notice complying with section 15, declare an area in which or a route on which stated types of HML heavy vehicles are authorised to be used under the higher mass limits.
- (2) A declaration under subsection (1) is an *HML declaration*.

13 Restriction on making HML declaration

- (1) The Regulator may make an HML declaration only if—
- (a) the Regulator is satisfied the use of the stated types of HML heavy vehicles under the higher mass limits in the area or on the route will not pose a significant risk to public safety; and
 - (b) each relevant road manager for the declaration has consented to the making of the declaration; and
 - (c) the Regulator is satisfied all other consents required for the declaration have been obtained or given.
- (2) In deciding whether to make an HML declaration, the Regulator must have regard to the approved guidelines for making HML declarations.

14 Obtaining consent of road manager

- (1) The road manager consent provisions apply in relation to obtaining consent of a relevant road manager for an HML declaration.
- (2) For the purposes of subsection (1)—
- (a) a reference in the road manager consent provisions to a mass or dimension authority is taken to be a reference to an HML declaration; and
 - (b) a reference in the road manager consent provisions to the grant of a mass or dimension authority is taken to be a reference to the making of an HML declaration; and
 - (c) a reference in the road manager consent provisions to a relevant road manager for a mass or dimension authority is taken to be a reference to a relevant road manager for an HML declaration.
- (3) A relevant road manager for an HML declaration may consent to the making of the declaration subject to the condition that stated intelligent access conditions are imposed on the use of a stated type of HML heavy vehicle under the higher mass limits in an area or on a route to which the declaration applies.
- (4) If a relevant road manager for an HML declaration consents to the making of the declaration as mentioned in subsection (3)—
- (a) the relevant road manager must give the Regulator written reasons for the road manager's decision to give consent to the making of the declaration subject to the condition; and
 - (b) the Regulator must include the stated intelligent access conditions in the declaration.

15 Requirements about Commonwealth Gazette notice etc.

- (1) A Commonwealth Gazette notice for an HML declaration must state the following—

[NSW]

-
- (a) that HML heavy vehicles of a stated type are authorised to be used under the higher mass limits in the area or on the route stated in the notice;
 - (b) the intelligent access conditions required by a relevant road manager for the declaration under section 14(3).
- (2) Without limiting subsection (1)(a), the declaration may state the areas or routes under the subsection by—
- (a) applying by reference a stated map or stated list, not in the notice, prepared and published by the relevant road authority or the Regulator; and
 - (b) referring to the areas or routes shown on the stated map or stated list.
- (3) If the declaration applies a stated map or stated list—
- (a) the Regulator may amend the stated map or stated list prepared and published by it and the relevant road authority may amend the stated map or stated list prepared and published by it, but only by omitting, varying or extending the areas or routes mentioned in subsection (2)(b), including by adding additional areas or routes; and
 - (b) the Regulator must ensure a copy of the stated map or stated list as in force from time to time is—
 - (i) made available for inspection, without charge, during normal business hours at each office of the Regulator; and
 - (ii) published on the Regulator's website or published by way of a reference or link published on the Regulator's website.
- Note—** The Regulator must publish a stated map or stated list whether the Regulator or a relevant road authority originally prepared and published it as mentioned in subsection (2).
- (4) Despite subsection (3)(a), a road authority may only amend a map or list in a way that affects a particular road if—
- (a) the road authority is the road manager for the road; or
 - (b) the road authority is not the road manager for the road and has been advised by the Regulator that the Regulator has obtained the consent of the road manager for the amendment.
- (5) The Regulator must publish a copy of the notice on the Regulator's website.
- (6) In this section—
- relevant road authority**, for an HML declaration, means the road authority for the participating jurisdiction in which the road likely to be travelled under the declaration is situated.

15A Process for amending a stated map or stated list

- (1) This section applies to the amendment of a stated map or stated list mentioned in section 15.
- (2) For the purpose of an amendment by the Regulator only adding an additional area or route to a stated map or stated list—
 - (a) section 13 applies; and
 - (b) the road manager consent provisions as applied under section 14. and section 14, apply; and
 - (c) sections 17 and 18 do not apply.
- (3) For the purpose of subsection (2), sections 13 and 14 apply as if—

[NSW]

- (a) a reference to the making of an HML declaration were a reference to the adding of the additional area or route; and
 - (b) a reference to the relevant road manager for an HML declaration were a reference to the relevant road manager for the declaration that applies the stated map or list.
- (4) For the purpose of an amendment by the relevant road authority only adding an additional area or route to a stated map or stated list, sections 13, 14, 17 and 18 do not apply.
- (5) For the purpose of an amendment by the Regulator or a relevant road authority if subsections (2) to (4) do not apply, sections 17 and 18 apply.
- (6) For the purpose of subsection (5), sections 17 and 18 apply as if—
- (a) a reference to the amendment of an HML declaration were a reference to the amendment of the stated map or stated list; and
 - (b) a reference to the Regulator were a reference to the Regulator or the relevant road authority, whichever is amending the stated map or stated list; and
 - (c) a reference to the relevant road manager for an HML declaration were a reference to the relevant road manager for the declaration that applies the stated map or stated list.

16 Contravening conditions applying to HML heavy vehicles being used in an area or on a route declared by an HML declaration

- (1) This section applies if an HML declaration states that the use of a stated type of HML heavy vehicle under the higher mass limits in an area or on a route to which the declaration applies is subject to intelligent access conditions.
- (2) A person must not use an HML heavy vehicle of the type, or permit an HML heavy vehicle of the type to be used, under the higher mass limits in an area or on a route to which the HML declaration applies unless—
- (a) the vehicle is equipped for monitoring the relevant monitoring matters, by an approved intelligent transport system used by an intelligent access service provider; and
 - (b) the vehicle is covered by an intelligent access agreement.

Maximum penalty—\$3000.

- (3) In this section—

intelligent access agreement has the meaning given by section 403 of the Law.

relevant monitoring matters means the matters mentioned in section 402(2)(a)(i) or (ii) of the Law for the vehicle.

17 Amendment or cancellation of HML declaration on Regulator's initiative

- (1) It is a ground for amending or cancelling a HML declaration if the Regulator is satisfied the use of HML heavy vehicles under the higher mass limits in an area or on a route to which an HML declaration applies has caused, or is likely to cause, a significant risk to public safety.
- (2) If the Regulator considers a ground exists to amend or cancel the HML declaration, the Regulator may amend or cancel the HML declaration by complying with subsections (3) to (5).
- (3) The Regulator must publish a notice in the Commonwealth Gazette, in a newspaper circulating generally throughout each relevant participating jurisdiction and on the Regulator's website—

[NSW]

- (a) stating the Regulator believes a ground exists to amend or cancel the HML declaration; and
 - (b) outlining the facts and circumstances forming the basis for the belief; and
 - (c) stating the action the Regulator is proposing to take under this section (the *proposed action*); and
 - (d) inviting persons who will be affected by the proposed action to make, within a stated time of at least 14 days after the Commonwealth Gazette notice is published, written representations about why the proposed action should not be taken.
- (4) If, after considering all written representations made under subsection (3)(d), the Regulator still considers a ground exists to take the proposed action, the Regulator may—
- (a) if the proposed action was to amend the HML declaration—amend the declaration, in a way that is not substantially different from the proposed action, to change the area or route to which it applies; or
 - (b) if the proposed action was to cancel the HML declaration—
 - (i) amend the declaration to change the area or route to which it applies; or
 - (ii) cancel the declaration.
- (5) Notice of the amendment or cancellation must be published—
- (a) in—
 - (i) the Commonwealth Gazette; and
 - (ii) a newspaper circulating generally throughout each relevant participating jurisdiction; and
 - (b) on the Regulator’s website; and
 - (c) in any other newspaper the Regulator considers appropriate.
- Example for paragraph (c)—** If the HML declaration applies to an area or route in a particular part of a participating jurisdiction, the Regulator may consider it appropriate to publish the notice in a newspaper circulating generally in the part.
- (6) The amendment or cancellation takes effect—
- (a) 28 days after the Commonwealth Gazette notice is published under subsection (5); or
 - (b) if a later time is stated in the Commonwealth Gazette notice, at the later time.

18 Amendment or cancellation of HML declaration on request by relevant road manager

- (1) This section applies if a relevant road manager for an HML declaration is satisfied the use of HML heavy vehicles under the higher mass limits in an area or on a route to which the declaration applies (and in or on which a road for which the relevant road manager is a road manager is situated)—
- (a) has caused, or is likely to cause, damage to road infrastructure; or
 - (b) has had, or is likely to have, an adverse effect on the community arising from noise, emissions or traffic congestion or from other matters stated in the approved guidelines; or
 - (c) has posed, or is likely to pose, a significant risk to public safety arising from heavy vehicle use that is incompatible with road infrastructure or traffic conditions.
- (2) The road manager may ask the Regulator to—
- (a) amend the declaration to—

[NSW]

- (i) change the area or route to which it applies; or
 - (ii) amend the intelligent access conditions applying to HML heavy vehicles used under the higher mass limits in an area or on a route to which the declaration applies; or
- (b) cancel the declaration.
- (3) The Regulator must comply with the request.
- (4) However, if consent to the grant of the declaration was given by a road authority under section 163 of the Law as applied under section 14—
 - (a) the Regulator may refer the request to the road authority; and
 - (b) if the road authority gives the Regulator its written approval of the request, the Regulator must comply with the request; and
 - (c) if the road authority does not give written approval of the road manager's request within 28 days after the referral is made, the Regulator—
 - (i) must not comply with the request; and
 - (ii) must notify the road manager that the road authority has not given its written approval of the request and, as a result, the Regulator must not comply with it.
- (5) Notice of the amendment or cancellation must be published—
 - (a) in—
 - (i) the Commonwealth Gazette; and
 - (ii) a newspaper circulating generally throughout each relevant participating jurisdiction; and
 - (b) on the Regulator's website; and
 - (c) in any other newspaper the Regulator considers appropriate.

Example for paragraph (c)— If the HML declaration applies to an area or route in a particular part of a participating jurisdiction, the Regulator may consider it appropriate to publish the notice in a newspaper circulating generally in the part.
- (6) The amendment or cancellation takes effect—
 - (a) 28 days after the Commonwealth Gazette notice is published under subsection (5); or
 - (b) if a later time is stated in the Commonwealth Gazette notice, at the later time.

19 Immediate suspension

- (1) This section applies if—
 - (a) the Regulator considers a ground exists to cancel an HML declaration; or
 - (b) the Regulator reasonably believes it is necessary to suspend the declaration immediately to prevent or minimise serious harm to public safety or significant damage to road infrastructure.
- (2) The Regulator may, by publishing a notice as mentioned in subsection (3) (*immediate suspension notice*), immediately suspend the declaration until the earlier of the following—
 - (a) the Regulator publishes a notice under section 17(5) or 18(5);

[NSW]

- (b) the Regulator cancels the suspension;
- (c) the end of 56 days after the day the immediate suspension notice is published.
- (3) The immediate suspension notice, and (where relevant) the cancellation of the suspension, must be published—
 - (a) in—
 - (i) the Commonwealth Gazette; and
 - (ii) a newspaper circulating generally throughout each relevant participating jurisdiction; and
 - (b) on the Regulator's website; and
 - (c) in any other newspaper the Regulator considers appropriate.

Example for paragraph (c)— If the HML declaration applies to an area or route in a particular part of a participating jurisdiction, the Regulator may consider it appropriate to publish the notice in a newspaper circulating generally in the part.

- (4) The suspension, and (where relevant) the cancellation of the suspension, takes effect immediately after the Commonwealth Gazette notice is published under subsection (3).
- (5) This section applies despite sections 17 and 18.

Subdivision 2 HML permits

20 Regulator's power to authorise use of heavy vehicles under higher mass limits in other areas or on other routes

- (1) The Regulator may, by giving a person a permit as mentioned in section 26, authorise, for a period of not more than 3 years, the use of an HML heavy vehicle under the higher mass limits in stated areas or on stated routes.
- (2) A permit under subsection (1) is an *HML permit*.
- (3) An HML permit may apply to 1 or more HML heavy vehicles.

21 Application for HML permit

- (1) A person may apply to the Regulator for an HML permit.
- (2) The application must be—
 - (a) in the approved form; and
 - (b) accompanied by the prescribed fee for the application.
- (3) The Regulator may, by notice given to the applicant, require the applicant to give the Regulator any additional information the Regulator reasonably requires to decide the application.

22 Restriction on grant of HML permit

- (1) The Regulator may grant an HML permit for an HML heavy vehicle only if—
 - (a) the Regulator is satisfied the use of the vehicle under the higher mass limits in the area or on the route to which the permit will apply will not pose a significant risk to public safety; and
 - (b) each relevant road manager for the permit has consented to the grant of the permit; and

[NSW]

(c) the Regulator is satisfied all other consents required for the grant of the permit have been obtained or given.

(2) In deciding whether to grant an HML permit for an HML heavy vehicle, the Regulator must have regard to the approved guidelines for granting HML permits.

23 Obtaining consent of road manager

(1) The road manager consent provisions apply in relation to obtaining the consent of a relevant road manager for the grant of an HML permit.

(2) For the purposes of subsection (1)—

(a) a reference in the road manager consent provisions to a mass or dimension authority is taken to be a reference to an HML permit; and

(b) a reference in the road manager consent provisions to the grant of a mass or dimension authority is taken to be a reference to the grant of an HML permit; and

(c) a reference in the road manager consent provisions to a relevant road manager for a mass or dimension authority is taken to be a reference to a relevant road manager for an HML permit.

24 Conditions of HML permit

(1) An HML permit—

(a) must be subject to the road conditions or travel conditions required by a relevant road manager for the permit; and

(b) may be subject to any other conditions the Regulator considers appropriate, including, for example—

(i) conditions about 1 or more matters mentioned in Schedule 2 of the Law; and

(ii) without limiting subparagraph (i), intelligent access conditions.

(2) However, a condition imposed under subsection (1) must be consistent with the higher mass limits.

25 Period for which HML permit applies

(1) An HML permit applies for the period stated in the permit.

(2) The period may be less than the period sought by the applicant for the HML permit.

26 HML permit etc.

(1) If the Regulator grants an HML permit to a person, the Regulator must give the person—

(a) an HML permit; and

(b) if the Regulator has imposed conditions on the permit under section 24 or has granted the permit for a period less than the period of not more than 3 years sought by the person—an information notice for the decision to impose the conditions or grant the permit for the shorter period.

(2) The permit must state the following—

(a) the name and address of the person to whom the permit is given;

(b) a description of—

[NSW]

- (i) the HML heavy vehicle or vehicles to which the permit applies, including the registration number of the vehicle if it is registered; or
- (ii) if the permit applies to particular categories of class 2 heavy vehicles—the categories of heavy vehicles to which the permit applies;
- (c) the areas or routes to which the permit applies;
- (d) the road conditions or travel conditions required by a relevant road manager for the permit;
- (e) any other conditions applying to an HML heavy vehicle while it is being used under the permit;
- (f) the period for which the permit applies.

27 Refusal of application for HML permit

If the Regulator refuses an application for an HML permit, the Regulator must give the applicant an information notice for the decision to refuse the application.

28 Contravening conditions of HML permit

The driver or operator of an HML heavy vehicle being used under the higher mass limits under an HML permit must not contravene a condition of the permit.

Maximum penalty—\$3000.

29 Amendment or cancellation on application by HML permit holder

- (1) The holder of an HML permit may apply to the Regulator for an amendment or cancellation of the permit.
- (2) The application must—
 - (a) be in writing; and
 - (b) be accompanied by the prescribed fee for the application; and
 - (c) if the application is for an amendment, state clearly the amendment sought and the reasons for the amendment; and
 - (d) be accompanied by the permit.
- (3) The Regulator may, by notice given to the applicant, require the applicant to give the Regulator any additional information the Regulator reasonably requires to decide the application.
- (4) If the proposed amendment of the permit is—
 - (a) to amend the areas or routes to which the permit applies (other than by omitting an area or route or reducing an area or route in size); or
 - (b) to impose or amend road conditions or travel conditions;then—
 - (c) the Regulator must ask the relevant road managers (for the roads to which the amendment relates) for their consent to the amendment; and
 - (d) the road manager consent provisions apply to the request for consent in the same way as they apply to a request for consent under those provisions, with necessary modifications.

[NSW]

- (5) The Regulator must decide the application as soon as practicable after receiving it.
- (6) If the Regulator decides to grant the application—
 - (a) the Regulator must give the applicant notice of the decision; and
 - (b) the amendment or cancellation takes effect—
 - (i) when notice of the decision is given to the applicant; or
 - (ii) if a later time is stated in the notice, at the later time; and
 - (c) if the Regulator amended the permit, the Regulator must give the applicant a replacement permit for the permit as amended.
- (7) If the Regulator decides not to amend or cancel the permit as sought by the applicant, the Regulator must—
 - (a) give the applicant an information notice for the decision; and
 - (b) return the permit to the applicant.

30 Amendment or cancellation of HML permit on Regulator's initiative

- (1) Each of the following is a ground for amending or cancelling an HML permit—
 - (a) the permit was granted because of a document or representation that was—
 - (i) false or misleading; or
 - (ii) obtained or made in an improper way;
 - (b) the holder of the permit has contravened a condition of the permit;
 - (c) the use of HML heavy vehicles under the higher mass limits in an area or on a route the subject of the permit has caused, or is likely to cause, a significant risk to public safety.
- (2) If the Regulator considers a ground exists to amend or cancel an HML permit (the *proposed action*), the Regulator must give the holder of the permit a notice—
 - (a) stating the proposed action; and
 - (b) stating the ground for the proposed action; and
 - (c) outlining the facts and circumstances forming the basis for the ground; and
 - (d) if the proposed action is to amend the permit (including a condition of the permit)—stating the proposed amendment; and
 - (e) inviting the holder to make, within a stated time of at least 14 days after the notice is given to the holder, written representations about why the proposed action should not be taken.
- (3) If, after considering all written representations made under subsection (2)(e), the Regulator still considers a ground exists to take the proposed action, the Regulator may—
 - (a) if the proposed action was to amend the HML permit—amend the permit in a way that is not substantially different from the proposed action, including, for example, by—
 - (i) amending the areas or routes to which the permit applies; or
 - (ii) imposing additional conditions on the permit; or

[NSW]

- (b) if the proposed action was to cancel the HML permit—
 - (i) amend the permit, including, for example, as mentioned in paragraph (a)(i) or (ii); or
 - (ii) cancel the permit.
- (4) The Regulator must give the holder an information notice about the decision.
- (5) The amendment or cancellation takes effect—
 - (a) when the information notice is given to the holder; or
 - (b) if a later time is stated in the information notice, at the later time.

31 Amendment or cancellation of HML permit on request by relevant road manager

- (1) This section applies if a relevant road manager for an HML permit is satisfied the use of HML heavy vehicles under the higher mass limits in an area or on a route to which the permit applies (and in or on which is situated a road for which the relevant road manager is a road manager)—
 - (a) has caused, or is likely to cause, damage to road infrastructure; or
 - (b) has had, or is likely to have, an adverse effect on the community arising from noise, emissions or traffic congestion or from other matters stated in approved guidelines; or
 - (c) has posed, or is likely to pose, a significant risk to public safety arising from heavy vehicle use that is incompatible with road infrastructure or traffic conditions.
- (2) The road manager may ask the Regulator to—
 - (a) amend the HML permit, including, for example, by—
 - (i) amending the areas or routes to which the permit applies; or
 - (ii) imposing or amending road conditions on the permit; or
 - (b) cancel the permit.
- (3) The Regulator must comply with the request.
- (4) However, if consent to the grant of the permit was given by a road authority under section 163 of the Law—
 - (a) the Regulator may refer the request to the road authority; and
 - (b) if the road authority gives the Regulator its written approval of the request, the Regulator must comply with the request; and
 - (c) if the road authority does not give written approval of the road manager's request within 28 days after the referral is made, the Regulator—
 - (i) must not comply with the request; and
 - (ii) must notify the road manager that the road authority has not given its written approval of the request and, as a result, the Regulator must not comply with it.
- (5) If the permit is amended or cancelled under this section, the Regulator must give the holder of the HML permit notice of the amendment or cancellation at least 28 days before the amendment or cancellation is to take effect.
- (6) The notice given to the holder must state—

[NSW]

- (a) the day the amendment or cancellation is to take effect; and
- (b) the reasons given by the relevant road manager for the amendment or cancellation; and
- (c) the review and appeal information for the road manager's decision.

32 Immediate suspension of HML permit

- (1) This section applies if—
 - (a) the Regulator considers a ground exists to cancel an HML permit; or
 - (b) the Regulator reasonably believes it is necessary to suspend the permit immediately to prevent or minimise serious harm to public safety or significant damage to road infrastructure.
- (2) The Regulator may, by notice (*immediate suspension notice*) given to the holder of the permit, immediately suspend the permit until the earlier of the following—
 - (a) the Regulator gives the person a notice under section 30(4) or 31(5);
 - (b) the Regulator cancels the suspension;
 - (c) the end of 56 days after the day the immediate suspension notice is given to the person.
- (3) This section applies despite sections 29, 30 and 31.

33 Minor amendment of HML permit

- (1) The Regulator may, by notice given to the holder of an HML permit, amend the permit in a minor respect—
 - (a) for a formal or clerical reason; or
 - (b) in another way that does not adversely affect the holder's interests.
- (2) The Regulator must provide the relevant road manager with notice of the amendment.

34 Return of HML permit

- (1) If a person's HML permit is amended or cancelled, the Regulator may, by notice, require the person to return the permit to the Regulator.
- (2) The person must comply with the notice within 7 days after the notice is given to the person or, if a longer period is stated in the notice, within the longer period.
Maximum penalty—\$4000.
- (3) If the HML permit has been amended, the Regulator must give the person a replacement permit as amended.

35 Replacement of defaced etc. HML permit

- (1) If a person's HML permit is defaced, destroyed, lost or stolen, the person must, as soon as reasonably practicable after becoming aware of the matter, apply to the Regulator for a replacement permit.
Maximum penalty—\$4000.
- (2) If the Regulator is satisfied the HML permit has been defaced, destroyed, lost or stolen, the Regulator must give the person a replacement permit as soon as practicable.
- (3) If the Regulator decides not to give a replacement permit to the person, the Regulator must give the person an information notice for the decision.

[NSW]

Subdivision 3 Other provision

36 Identification requirement for particular HML heavy vehicle

- (1) This section applies to an HML heavy vehicle that—
 - (a) is fitted with or, if it is a combination, has a component vehicle fitted with, a tri-axle group; and
 - (b) is used on a road in an HML area, or on an HML route, for the vehicle.
- (2) A person must not drive the HML heavy vehicle under the higher mass limits unless the relevant accreditation label is maintained on the vehicle in the way required by subsections (3) to (5).
Maximum penalty—\$3000.
- (3) The relevant accreditation label must be attached in a way that the information on the label is readable from outside the HML heavy vehicle.
- (4) The relevant accreditation label must not be wholly or partly obscured, defaced or otherwise not legible.
- (5) If the HML heavy vehicle is a combination, the relevant accreditation label must be affixed to the most forward vehicle.

Part 3 Dimension requirements

37 Prescribed dimension requirements

- (1) The dimension requirements imposed by Schedule 6 are prescribed dimension requirements for the purposes of section 101 of the Law.
- (2) The prescribed dimension requirements apply to a heavy vehicle whether or not the vehicle is loaded.

Part 4 Loading requirements

38 Loading requirements

The loading requirements applying to a heavy vehicle are stated in Schedule 7.

Part 5 Exemptions for particular overmass or oversize vehicles

Division 1 Conditions

39 Prescribed conditions

- (1) The conditions stated in Part 1 of Schedule 8 are conditions of a mass or dimension exemption applying to a class 1 heavy vehicle granted by Commonwealth Gazette notice.
- (2) The conditions stated in Part 2 of Schedule 8 are conditions of a mass or dimension exemption applying to a class 1 heavy vehicle granted by issuing a permit to a person.
- (3) The conditions stated in Division 1 of Part 3 of Schedule 8 are conditions of a mass or dimension exemption applying to a class 1 heavy vehicle granted by issuing a permit to a person if the exemption is subject to the condition that the heavy vehicle, or a pilot vehicle or escort vehicle accompanying the heavy vehicle, must have warning lights.

[NSW]

- (4) The conditions stated in Division 2 of Part 3 of Schedule 8 are conditions of a mass or dimension exemption applying to a class 1 heavy vehicle granted by issuing a permit to a person if the exemption is subject to the condition that the heavy vehicle, or a pilot vehicle accompanying the heavy vehicle, must have a warning sign.
- (5) A condition mentioned in subsections (1) to (4)—
 - (a) applies unless the notice or permit mentioned in the subsection provides otherwise; and
 - (b) applies to a class 1 heavy vehicle, or a pilot vehicle or escort vehicle accompanying a class 1 heavy vehicle, to which a mass or dimension exemption applies while the class 1 heavy vehicle is being used under the exemption.

Division 2 Declaration of areas, roads and routes and major roads

40 Regulator may make declaration

The Regulator may, by Commonwealth Gazette notice, declare—

- (a) categories of areas, roads and routes for the purpose of imposing conditions under section 119(1) or 125(1) of the Law; or
- (b) a road to be a major road for the purposes of this Regulation.

41 Consent of relevant road manager required

- (1) The Regulator may make a declaration under section 40 only if each relevant road manager for the declaration has consented to the making of the declaration.
- (2) The road manager consent provisions apply in relation to obtaining consent of a road manager for a road for a declaration under section 40.
- (3) For the purposes of subsection (2)—
 - (a) a reference in the road manager consent provisions to a mass or dimension authority is taken to be a reference to a declaration under section 40; and
 - (b) a reference in the road manager consent provisions to the grant of a mass or dimension authority is taken to be a reference to the making of a declaration under section 40; and
 - (c) a reference in the road manager consent provisions to a road manager for a relevant road for a mass or dimension authority is taken to be a reference to a relevant road manager for a declaration under section 40.
- (4) In this section—

relevant road manager means—

 - (a) for a declaration under section 40(a)—a road manager for a road, or a road on the route, or in the area, the subject of the declaration; or
 - (b) for a declaration under section 40(b)—the road manager for the road the subject of the declaration.

42 Matters to which Regulator must have regard

- (1) In deciding whether to make a declaration under section 40, the Regulator must have regard to the following—
 - (a) the type of each affected road, including, for example, whether it is an arterial road;

[NSW]

- (b) the volume of traffic on each affected road;
- (c) the capacity of each affected road to accommodate wide vehicles;
- (d) relevant environmental conditions for each affected road, including, for example, visibility of road users;
- (e) any other matter the Regulator considers appropriate.

(2) In this section—

affected road, for a declaration under section 40, means a road affected by the declaration.

43 Publication of declaration

The Regulator must publish on its website a copy of each declaration made under section 40.

Part 6 Conditions for grant of mass or dimension authority imposed by relevant road manager

44 Imposition of road conditions in relation to a class 2 heavy vehicle

- (1) This section applies for the purposes of section 160(4) of the Law.
- (2) The kinds of road conditions prescribed for section 160(1)(b) of the Law and the circumstances in which it is appropriate to impose those conditions are in Schedule 9.

Part 7 Reviewable decisions

45 Reviewable decisions

- (1) Each decision mentioned in Schedule 10 is a reviewable decision for Chapter 11 of the Law.
- (2) The dissatisfied person for a reviewable decision mentioned in Schedule 10 is each person who is adversely affected by the decision.

Part 8 Transitional provisions

46 Saving of stated map and other matters under section 15

- (1) Subsections (2) to (4) apply to the following—
 - (a) a stated map applied under unamended section 15(2) in an HML declaration in existence immediately before the commencement;
 - (b) the areas or routes shown on the stated map immediately before the commencement;
 - (c) a list of areas or routes applied, adopted or incorporated under section 24(1) of Schedule 1 of the Law in an HML declaration in existence immediately before the commencement.
- (2) The stated map is taken to be a stated map applied under amended section 15(2).
- (3) The list of areas or routes is taken to be a stated list applied under amended section 15(2).
- (4) The areas or routes shown on the stated map mentioned in subsection (2) or the stated list mentioned in subsection (3) may only be amended under amended section 15 and section 15A.
- (5) In this section—

amended section 15 means section 15 as amended by the amendment regulation.

[NSW]

amendment regulation means the *Heavy Vehicle National Amendment Regulation*.

commencement means the commencement of the amendment of section 15 under the amendment regulation.

unamended section 15 means section 15 as it existed immediately before it was amended by the amendment regulation.

Schedule 1 General mass limits

section 6(2)

Part 1 Imposition of general mass limits

1 General mass limits

- (1) The mass limits stated in this Schedule apply to a heavy vehicle or a component of a heavy vehicle.
- (2) If, in relation to a particular vehicle or component, this Schedule provides for 2 or more mass limits imposing different mass limits that apply in the same circumstances, the lower or lowest mass limit applies and the other mass limit or mass limits must be disregarded.

2 Mass limits for a single vehicle or combination

- (1) The mass of a single vehicle or combination must not be more than the lower of the following masses—
 - (a) the mass that is the lower or lowest of the following—
 - (i) for a complying bus without a trailer—
 - (A) if the bus has only 2 axles—16t; or
 - (B) if the bus has a rear tandem axle group fitted with single tyres on 1 axle and dual tyres on the other axles—20t; or
 - (C) if the bus has a rear tandem axle group fitted with dual tyres on all axles—22.5t;
 - (ii) for a complying bus with a trailer, the sum of—
 - (A) the mass limits for the bus mentioned in subparagraph (i); and
 - (B) the mass that is the sum of the mass limits applying to the trailer's axle groups and single axles under Table 1 of Part 2;
 - (iii) for a bus that is an ultra-low floor bus with no axle groups and only 2 single axles—16t;
 - (iv) for a complying steer axle vehicle that is neither a B-double nor a road train—43t;
 - (v) for a vehicle that is not mentioned in subparagraphs (i) to (iv) and that is neither a B-double nor a road train—42.5t;
 - (b) the mass that is the sum of the mass limits stated in Table 1 of Part 2 in relation to each of the axle groups and single axles of the single vehicle or combination.
- (2) A vehicle is not within the amount of the mass stated in subsection (1)(b) if any single axle or axle group fitted to the vehicle has a mass in excess of the mass limits applying to the single axle or axle group.

[NSW]

- (3) The purpose of subsection (2) is to ensure that a vehicle cannot be brought within the mass stated in subsection (1)(b) by off-setting an under limit mass on an axle group or single axle against an over limit mass on another axle group or single axle.
- (4) In a combination, the mass of a dog trailer or pig trailer must not be more than the mass of the towing vehicle.
- (5) In this section—

over limit mass means the amount by which the mass on an axle group or single axle of a vehicle is more than the mass stated in relation to the axle group or single axle in Table 1 of Part 2.

single vehicle means a heavy motor vehicle that is not towing another vehicle.

under limit mass means the amount by which the mass on an axle group or single axle of a vehicle is less than the mass stated for the axle group or single axle in Table 1 of Part 2.

3 Mass limits for a vehicle with a particular axle space less than 2.5m

If the distance between any 2 axles on a heavy vehicle that are not part of the same axle group is less than 2.5m, the mass of the heavy vehicle must not be more than 15t.

4 Mass limits for a single axle or axle group

The mass on a single axle or axle group must not be more than the mass limit stated in relation to the single axle or axle group in Table 1 of Part 2.

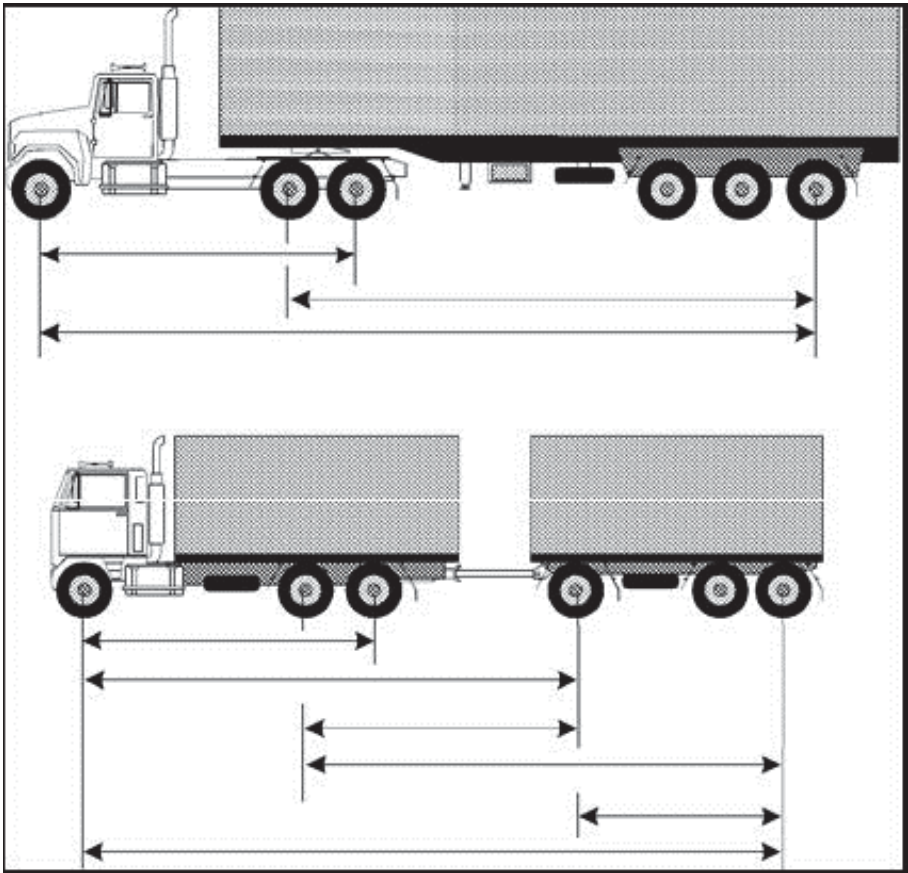
5 Mass limits relating to axle spacing generally

- (1) The mass of a heavy vehicle, other than a road train or a B-double, relating to an axle spacing of the vehicle must not be more than—
 - (a) the mass limit stated in Table 2 of Part 2 in relation to the axle spacing; or
 - (b) if—
 - (i) the heavy vehicle is a complying steer axle vehicle; and
 - (ii) the steer axle is used to calculate the axle spacing mentioned in paragraph (a)—the mass limit mentioned in paragraph (a) increased by 0.5t.
- (2) The mass of a B-double relating to an axle spacing of the B-double must not be more than—
 - (a) the mass limit stated in Table 3 of Part 2 in relation to the axle spacing; or
 - (b) if—
 - (i) the B-double is a complying steer axle vehicle; and
 - (ii) the steer axle is used to calculate the axle spacing mentioned in paragraph (a)—the mass limit mentioned in paragraph (a) increased by 0.5t.
- (3) The mass of a road train relating to an axle spacing of the road train must not be more than the mass limit stated in Table 4 of Part 2 in relation to the axle spacing.
- (4) Each of the following is an axle spacing of a heavy vehicle—
 - (a) the distance from the centre-line of a single axle to the centre-line of another single axle;

[NSW]

- (b) the distance from the centre-line of a single axle to the centre-line of the furthest axle in any axle group;
- (c) the greatest distance between the centre-lines of axles in any 2 axle groups.

Examples—



Axle spacings of a heavy vehicle

- (5) The mass limits imposed by subsections (1) to (3) apply to the sum of the mass on each axle group or single axle within the heavy vehicle’s axle spacing.
- (6) The axle groups or single axles that are within an axle spacing of a heavy vehicle are the end axles and every axle group or single axle between the end axles.

Example— In the examples under subsection (4), for the longest axle space, the mass limits imposed by subsections (1) to (3) apply to the sum of the mass on each of the axle groups or single axles made up of the 6 axles shown as included within the spacing.

- (7) In this section—
end axles, in relation to an axle spacing, are the axle groups or single axles on each end of the axle spacing.

Part 2 Axle Tables

Table 1—Axle mass limits table

Description of single axle or axle group	Mass limit (t)
Single axles and single axle groups	
Steer axles on—	

[NSW]

(a) a complying bus	6.5
(aa) a complying steer axle vehicle	6.5
(b) a hauling unit or prime mover forming part of a road train fitted with tyres with section widths of—	
(i) at least 295mm	6.5
(ii) at least 375mm	6.7
(c) another motor vehicle	6.0
Single axle or single axle group fitted with single tyres with section widths of—	
(a) less than 375mm	6.0
(b) at least 375mm but less than 450mm	6.7
(c) at least 450mm	7.0
Single axle or single axle group fitted with dual tyres on—	
(a) a pig trailer	8.5
(b) a complying bus, or a bus authorised to carry standing passengers under an Australian road law	10.0
(c) an ultra-low floor bus with no axle groups and only 2 single axles	11.0
(d) another vehicle	9.0
Tandem axle group	
Tandem axle group fitted with single tyres with section widths of—	
(a) less than 375mm	11.0
(b) at least 375mm but less than 450mm	13.3
(c) at least 450mm	14.0
Tandem axle group fitted with single tyres on 1 axle and dual tyres on the other axle on—	
(a) a complying bus	14.0
(b) another motor vehicle	13.0
Tandem axle group fitted with dual tyres on—	
(a) a pig trailer	15.0
(b) another vehicle	16.5
Twinsteer axle groups	
Twinsteer axle group without a load-sharing suspension system	10.0
Twinsteer axle group with a load-sharing suspension system	11.0
Tri-axle groups	

[NSW]

Tri-axle group on a vehicle fitted with— 15.0
(a) single tyres with section widths of less than 375mm on all axles; or

(b) single tyres with section widths of less than 375mm on some axles and dual tyres on the other axles

Tri-axle group on a pig trailer fitted with— 18.0

(a) single tyres with section widths of at least 375mm on all axles; or

(b) dual tyres on all axles; or

(c) single tyres with section widths of at least 375mm on some axles and dual tyres on the other axles

Tri-axle group on a vehicle other than a pig trailer fitted with— 20.0

(a) single tyres with section widths of at least 375mm on all axles; or

(b) dual tyres on all axles; or

(c) single tyres with section widths of at least 375mm on some axles and dual tyres on the other axles

Quad-axle groups

Quad-axle group fitted with single tyres with section widths of less than 375mm 15.0

Quad-axle group fitted with single tyres with section widths of at least 375mm or dual tyres 20.0

Table 2—Axle spacing mass limits general table

Length of axle spacing (m)		Mass limit (t)
at least	less than	
0.0	2.5	15.0
2.5	3.7	23.0
3.7	3.8	23.5
3.8	4.0	24.0
4.0	4.2	24.5
4.2	4.3	25.0
4.3	4.5	25.5
4.5	4.7	26.0
4.7	4.8	26.5
4.8	5.0	27.0
5.0	5.2	27.5
5.2	5.3	28.0
5.3	5.5	28.5
5.5	5.7	29.0
5.7	5.8	29.5
5.8	6.0	30.0
6.0	6.2	30.5
6.2	6.3	31.0
6.3	6.5	31.5
6.5	6.7	32.0

[NSW]

6.7	6.8	32.5
6.8	7.0	33.0
7.0	7.2	33.5
7.2	7.3	34.0
7.3	7.5	34.5
7.5	7.7	35.0
7.7	7.8	35.5
7.8	8.0	36.0
8.0	8.2	36.5
8.2	8.3	37.0
8.3	8.5	37.5
8.5	8.7	38.0
8.7	8.8	38.5
8.8	9.0	39.0
9.0	9.2	39.5
9.2	9.3	40.0
9.3	9.5	40.5
9.5	9.7	41.0
9.7	9.8	41.5
9.8	10.0	42.0
10.0	—	42.5

Table 3—Axle spacing mass limits B-double table

Length of axle spacing (m)		Mass limit (t)
at least	less than	
0.0	2.5	15.0
2.5	3.7	23.0
3.7	3.8	23.5
3.8	4.0	24.0
4.0	4.2	24.5
4.2	4.3	25.0
4.3	4.5	25.5
4.5	4.7	26.0
4.7	4.8	26.5
4.8	5.0	27.0
5.0	5.2	27.5
5.2	5.3	28.0
5.3	5.5	28.5

[NSW]

5.5	5.7	29.0
5.7	5.8	29.5
5.8	6.0	30.0
6.0	6.2	30.5
6.2	6.3	31.0
6.3	6.5	31.5
6.5	6.7	32.0
6.7	6.8	32.5
6.8	7.0	33.0
7.0	7.2	33.5
7.2	7.3	34.0
7.3	7.5	34.5
7.5	7.7	35.0
7.7	7.8	35.5
7.8	8.0	36.0
8.0	8.2	36.5
8.2	8.3	37.0
8.3	8.5	37.5
8.5	8.7	38.0
8.7	8.8	38.5
8.8	9.0	39.0
9.0	9.2	39.5
9.2	9.3	40.0
9.3	9.5	40.5
9.5	9.7	41.0
9.7	9.8	41.5
9.8	10.0	42.0
10.0	10.2	42.5
10.2	10.3	43.0
10.3	10.5	43.5
10.5	10.7	44.0
10.7	10.8	44.5
10.8	11.0	45.0
11.0	11.2	45.5
11.2	11.3	46.0
11.3	11.7	46.5
11.7	12.0	47.0

[NSW]

12.0	12.3	47.5
12.3	12.7	48.0
12.7	13.0	48.5
13.0	13.3	49.0
13.3	13.7	49.5
13.7	14.0	50.0
14.0	14.3	50.5
14.3	14.7	51.0
14.7	15.0	51.5
15.0	15.3	52.0
15.3	15.7	52.5
15.7	16.0	53.0
16.0	16.3	53.5
16.3	16.7	54.0
16.7	17.0	54.5
17.0	17.3	55.0
17.3	17.7	55.5
17.7	18.0	56.0
18.0	18.3	56.5
18.3	18.7	57.0
18.7	19.0	57.5
19.0	19.3	58.0
19.3	19.7	58.5
19.7	20.0	59.0
20.0	20.3	59.5
20.3	20.7	60.0
20.7	21.0	60.5
21.0	—	62.5

Table 4—Axle spacing mass limits road train table

Length of axle spacing (m)		Mass limit (t)
at least	less than	
0.0	2.5	15.0
2.5	3.7	23.0
3.7	3.8	23.5
3.8	4.0	24.0
4.0	4.2	24.5
4.2	4.3	25.0

[NSW]

4.3	4.5	25.5
4.5	4.7	26.0
4.7	4.8	26.5
4.8	5.0	27.0
5.0	5.2	27.5
5.2	5.3	28.0
5.3	5.5	28.5
5.5	5.7	29.0
5.7	5.8	29.5
5.8	6.0	30.0
6.0	6.2	30.5
6.2	6.3	31.0
6.3	6.5	31.5
6.5	6.7	32.0
6.7	6.8	32.5
6.8	7.0	33.0
7.0	7.2	33.5
7.2	7.3	34.0
7.3	7.5	34.5
7.5	7.7	35.0
7.7	7.8	35.5
7.8	8.0	36.0
8.0	8.2	36.5
8.2	8.3	37.0
8.3	8.5	37.5
8.5	8.7	38.0
8.7	8.8	38.5
8.8	9.0	39.0
9.0	9.2	39.5
9.2	9.3	40.0
9.3	9.5	40.5
9.5	9.7	41.0
9.7	9.8	41.5
9.8	10.0	42.0
10.0	10.2	42.5
10.2	10.3	43.0
10.3	10.5	43.5

[NSW]

10.5	10.7	44.0
10.7	10.8	44.5
10.8	11.0	45.0
11.0	11.2	45.5
11.2	11.3	46.0
11.3	11.5	46.5
11.5	11.7	47.0
11.7	11.8	47.5
11.8	12.0	48.0
12.0	12.2	48.5
12.2	12.3	49.0
12.3	12.5	49.5
12.5	12.7	50.0
12.7	12.8	50.5
12.8	13.0	51.0
13.0	13.2	51.5
13.2	13.3	52.0
13.3	13.5	52.5
13.5	13.7	53.0
13.7	13.8	53.5
13.8	14.0	54.0
14.0	14.2	54.5
14.2	14.3	55.0
14.3	14.5	55.5
14.5	14.7	56.0
14.7	14.8	56.5
14.8	15.0	57.0
15.0	15.2	57.5
15.2	15.3	58.0
15.3	15.5	58.5
15.5	15.7	59.0
15.7	15.8	59.5
15.8	16.0	60.0
16.0	16.2	60.5
16.2	16.3	61.0
16.3	16.5	61.5
16.5	16.7	62.0

[NSW]

16.7	16.8	62.5
16.8	17.0	63.0
17.0	17.2	63.5
17.2	17.3	64.0
17.3	17.5	64.5
17.5	17.7	65.0
17.7	17.8	65.5
17.8	18.0	66.0
18.0	18.2	66.5
18.2	18.3	67.0
18.3	18.5	67.5
18.5	18.7	68.0
18.7	18.8	68.5
18.8	19.0	69.0
19.0	19.2	69.5
19.2	19.3	70.0
19.3	19.5	70.5
19.5	19.7	71.0
19.7	19.8	71.5
19.8	20.0	72.0
20.0	20.2	72.5
20.2	20.3	73.0
20.3	20.5	73.5
20.5	20.7	74.0
20.7	20.8	74.5
20.8	21.0	75.0
21.0	21.2	75.5
21.2	21.3	76.0
21.3	21.5	76.5
21.5	21.7	77.0
21.7	21.8	77.5
21.8	22.0	78.0
22.0	22.2	78.5
22.2	22.3	79.0
22.3	22.5	79.5
22.5	22.7	80.0
22.7	22.8	80.5

[NSW]

22.8	23.0	81.0
23.0	23.2	81.5
23.2	23.3	82.0
23.3	23.5	82.5
23.5	23.7	83.0
23.7	23.8	83.5
23.8	24.0	84.0
24.0	24.2	84.5
24.2	24.3	85.0
24.3	24.5	85.5
24.5	24.7	86.0
24.7	24.8	86.5
24.8	25.0	87.0
25.0	25.2	87.5
25.2	25.3	88.0
25.3	25.5	88.5
25.5	25.7	89.0
25.7	25.8	89.5
25.8	26.0	90.0
26.0	26.2	90.5
26.2	26.3	91.0
26.3	26.5	91.5
26.5	26.7	92.0
26.7	26.8	92.5
26.8	27.0	93.0
27.0	27.2	93.5
27.2	27.3	94.0
27.3	27.5	94.5
27.5	27.7	95.0
27.7	27.8	95.5
27.8	28.0	96.0
28.0	28.2	96.5
28.2	28.3	97.0
28.3	28.5	97.5
28.5	28.7	98.0
28.7	28.8	98.5
28.8	29.0	99.0

[NSW]

29.0	29.2	99.5
29.2	29.3	100.0
29.3	29.5	100.5
29.5	29.7	101.0
29.7	29.8	101.5
29.8	30.0	102.0
30.0	30.2	102.5
30.2	30.3	103.0
30.3	30.5	103.5
30.5	30.7	104.0
30.7	30.8	104.5
30.8	31.0	105.0
31.0	31.2	105.5
31.2	31.3	106.0
31.3	31.5	106.5
31.5	31.7	107.0
31.7	31.8	107.5
31.8	32.0	108.0
32.0	32.2	108.5
32.2	32.3	109.0
32.3	32.5	109.5
32.5	32.7	110.0
32.7	32.8	110.5
32.8	33.0	111.0
33.0	33.2	111.5
33.2	33.3	112.0
33.3	33.5	112.5
33.5	33.7	113.0
33.7	33.8	113.5
33.8	34.0	114.0
34.0	34.2	114.5
34.2	34.3	115.0
34.3	34.5	115.5
34.5	34.7	116.0
34.7	34.8	116.5
34.8	35.0	117.0
35.0	35.2	117.5

[NSW]

35.2	35.3	118.0
35.3	35.5	118.5
35.5	35.7	119.0
35.7	35.8	119.5
35.8	36.0	120.0
36.0	36.2	120.5
36.2	36.3	121.0
36.3	36.5	121.5
36.5	36.7	122.0
36.7	36.8	122.5
36.8	37.0	123.0
37.0	37.2	123.5
37.2	37.3	124.0
37.3	37.5	124.5
37.5	37.7	125.0
37.7	37.8	125.5
37.8	38.0	126.0
38.0	38.2	126.5
38.2	38.3	127.0
38.3	38.5	127.5
38.5	38.7	128.0
38.7	38.8	128.5
38.8	39.0	129.0
39.0	39.2	129.5
39.2	39.3	130.0
39.3	39.5	130.5
39.5	39.7	131.0
39.7	39.8	131.5
39.8	40.0	132.0
40.0	40.2	132.5
40.2	40.3	133.0
40.3	40.5	133.5
40.5	40.7	134.0
40.7	40.8	134.5
40.8	41.0	135.0
41.0	41.2	135.5
41.2	41.3	136.0

[NSW]

41.3	41.5	136.5
41.5	41.7	137.0
41.7	41.8	137.5
41.8	42.0	138.0
42.0	42.2	138.5
42.2	42.3	139.0
42.3	42.5	139.5
42.5	42.7	140.0
42.7	42.8	140.5
42.8	43.0	141.0
43.0	43.2	141.5
43.2	43.3	142.0
43.3	43.5	142.5
43.5	43.7	143.0
43.7	43.8	143.5
43.8	44.0	144.0
44.0	44.2	144.5
44.2	44.3	145.0
44.3	44.5	145.5
44.5	44.7	146.0
44.7	44.8	146.5
44.8	45.0	147.0
45.0	45.2	147.5
45.2	45.3	148.0
45.3	45.5	148.5
45.5	45.7	149.0
45.7	45.8	149.5
45.8	46.0	150.0
46.0	46.2	150.5
46.2	46.3	151.0
46.3	46.5	151.5
46.5	46.7	152.0
46.7	46.8	152.5
46.8	47.0	153.0
47.0	47.2	153.5
47.2	47.3	154.0
47.3	47.5	154.5

[NSW]

47.5	47.7	155.0
47.7	47.8	155.5
47.8	48.0	156.0
48.0	48.2	156.5
48.2	48.3	157.0
48.3	48.5	157.5
48.5	48.7	158.0
48.7	48.8	158.5
48.8	49.0	159.0
49.0	49.2	159.5
49.2	49.3	160.0
49.3	49.5	160.5
49.5	49.7	161.0
49.7	49.8	161.5
49.8	50.0	162.0
50.0	50.2	162.5
50.2	50.3	163.0
50.3	50.5	163.5
50.5	50.7	164.0
50.7	50.8	164.5
50.8	51.0	165.0
51.0	51.2	165.5
51.2	51.3	166.0
51.3	51.5	166.5
51.5	51.7	167.0
51.7	51.8	167.5
51.8	52.0	168.0
52.0	52.2	168.5
52.2	52.3	169.0
52.3	52.5	169.5
52.5	52.7	170.0
52.7	52.8	170.5
52.8	53.0	171.0
53.0	53.2	171.5
53.2	53.3	172.0
53.3	—	172.5

[NSW]

Schedule 2 Concessional mass limits

section 6(3)

1 Vehicles to which concessional mass limits apply

The concessional mass limits apply to a heavy vehicle if—

- (a) the heavy vehicle is not—
 - (i) a class 1 heavy vehicle; or
 - (ii) a bus; or
 - (iii) a combination consisting of a truck and a pig trailer; and
- (b) the operator of the heavy vehicle holds mass management accreditation for the vehicle.

2 Concessional mass limits

- (1) The concessional mass limits apply as an exception to the general mass limits as stated in subsections (2) to (7).
- (2) Subject to subsection (3)(a) and (b), the mass of the heavy vehicle must not be more than the lower of the following—
 - (a) 5% more than the maximum mass permitted for the heavy vehicle under the general mass limits;
 - (b) if the heavy vehicle is fitted with a tandem axle group or tri-axle group—the mass determined by applying section 2 of Schedule 1 with the amount stated for the group in Table 1 of Part 2 of the Schedule changed to the mass exception amount for the group mentioned in subsection (4).
- (3) The mass of the heavy vehicle must not be more than—
 - (a) if the maximum mass permitted for the heavy vehicle under the general mass limits is 55t or less—1t more than the maximum mass permitted for the heavy vehicle under the general mass limits; or
 - (b) if the maximum mass permitted for the heavy vehicle under the general mass limits is more than 55t—2t more than the maximum mass permitted for the heavy vehicle under the general mass limits.
- (4) If the heavy vehicle is fitted with a tandem axle group or tri-axle group, the mass of each axle group must not be more than the CML upper mass limit for the axle group (the *mass exception amount*).
- (5) For the purposes of applying the concessional mass limits to a single axle or an axle group, other than an axle group mentioned in the CML upper mass limit Table, the mass limits stated for the axle or axle group in Table 1 of Part 2 of Schedule 1 apply.

Note— In other words, the mass permitted for the axle or axle group is not increased under the concessional mass limits.

- (6) Subsection (7) applies, if, because of the application of subsection (4) to an axle or axle group within a particular axle spacing, the mass permitted for the vehicle is increased by an amount above the general mass limits for the vehicle.
- (7) The mass relating to the axle spacing must not be more than the general mass limits for the axle spacing increased by the same amount.
- (8) In this section—

CML upper mass limit, for an axle group with which a heavy vehicle is fitted, means the mass limit stated for the axle group in the following table—

[NSW]

Axle group	Mass limit (t)
Tandem axle group	
Tandem axle group fitted with single tyres on all axles—	
(a) if the section width of the tyres is less than 375mm	11.5
(b) if the section width of the tyres is 375mm or more but not more than 450mm	13.8
(c) if the section width of the tyres is more than 450mm	14.5
Tandem axle group fitted with single tyres on 1 axle and dual tyres on the other axle or axles	13.5
Tandem axle group fitted with dual tyres on all axles	17
Tri-axle group	
Tri-axle group on a vehicle fitted with—	15.5
(a) single tyres with section widths of less than 375mm on all axles; or	
(b) single tyres with section widths of less than 375mm on some axles and dual tyres on the other axles	
Tri-axle group on a vehicle other than a pig trailer fitted with—	21.0
(a) single tyres with section widths of at least 375mm on all axles; or	
(b) dual tyres on all axles; or	
(c) single tyres with section widths of at least 375mm on some axles and dual tyres on the other axles	

CML upper mass limit Table means the Table to the definition *CML upper mass limit*.

Schedule 3 (Repealed)

Schedule 4 Quad axle group mass exception limits

section 6(3)

1 Quad axle group mass exception limits

- (1) The quad axle group mass exception limits apply to a heavy vehicle fitted with a quad axle group if—
 - (a) all axles in the quad axle group are fitted with dual tyres; and
 - (b) a PBS vehicle approval is in force for the vehicle that permits a mass of up to 27t on the quad axle group; and
 - (c) the vehicle complies with PBS Standards and with the conditions of the PBS vehicle approval.
- (2) The quad axle group mass exception limits apply as an exception to the general mass limits for the quad axle group as stated in subsection (3).
- (3) The mass on the quad axle group must not be more than 27t.

Note— For the mass limit that would otherwise apply, see Schedule 1.
- (4) In this section—

[NSW]

PBS Standards means the Standards and Vehicle Assessment Rules as defined under section 3 of the *Heavy Vehicle (General) National Regulation (NSW)*.

PBS vehicle approval means a PBS vehicle approval under the *Heavy Vehicle (General) National Regulation (NSW)*.

Schedule 5 Higher mass limits

section 6(3)

1 Application of higher mass limits to single axle or axle group

- (1) The higher mass limits apply to a single axle or axle group on a heavy vehicle as follows—
 - (a) a single drive axle on a bus;
 - (b) a tandem axle group other than a 6-tyred tandem axle group;
 - (c) a 6-tyred tandem axle group;
 - (d) a tri-axle group.
- (2) The higher mass limits apply if the single drive axle on the bus mentioned in subsection (1)(a) or if an axle group mentioned in subsection (1)(b), (c) or (d)—
 - (a) complies with subsections (3) and (4); and
 - (b) is fitted to a heavy vehicle that complies with subsections (5) and (6).
- (3) The mass permitted for the single axle or axle group under the general mass limits must be at least—
 - (a) for a single drive axle on a bus—9t; or
 - (b) for a tandem axle group other than a 6-tyred tandem axle group—16.5t; or
 - (c) for a 6-tyred tandem axle group—13t; or
 - (d) for a tri-axle group—20t.
- (4) The single axle or axle group must be fitted with a certified road-friendly suspension system.

Example— The *Vehicle Standards Bulletin Number 11* mentioned in the definition **certified road-friendly suspension system** in section 3 requires axle groups to have dual tyres.
- (5) The heavy vehicle must be a heavy vehicle that—
 - (a) is not a class 1 heavy vehicle; and
 - (b) is not a rigid truck towing a dog trailer or a vehicle fitted with a drive axle group with more than 2 axles (unless it is a B-double or road train); and
 - (c) if the heavy vehicle is fitted with a tri-axle group and is used on a road outside the Northern Territory—is being operated by a person who holds mass management accreditation for the vehicle.
- (6) The higher mass limits apply to the single axle or axle group fitted to a heavy vehicle on all roads—
 - (a) within an HML area for the heavy vehicle; or
 - (b) on an HML route for the heavy vehicle.

[NSW]

Example of how the application of higher mass limits can be decided— In deciding whether the higher mass limits may be applied to a tri-axle group, the following questions will need to be answered in the positive—

- is the tri-axle group fitted to a vehicle that complies with subsections (5) and (6)?
- if so, does the tri-axle group qualify for at least 20t under the general mass limits?
- if so, is the axle group fitted with a certified road-friendly suspension system?

2 Higher mass limits

- (1) The higher mass limits apply as an exception to the general mass limits as stated in subsections (2) to (4).
- (2) The mass on the single axle or axle group must not be more than the following (the *mass exception amount*)—
 - (a) for a single drive axle on a bus—10t;
 - (b) for a tandem axle group other than a 6-tyred tandem axle group—17t;
 - (c) for a 6-tyred tandem axle group—14t;
 - (d) for a tri-axle group—22.5t.
- (3) The mass of the vehicle must not be more than the mass determined by applying section 2 of Schedule 1 with the amount stated for the single axle or axle group in Table 1 of Part 2 of the Schedule changed to the mass exception amount.
- (4) Subsection (5) applies if, because of the application of subsection (1) to a single axle or axle group within a particular axle spacing, the mass permitted for the vehicle is increased under subsection (3) by an amount above the general mass limits for the vehicle.
- (4) The mass relating to the axle spacing must not be more than the general mass limits for the axle spacing increased by the amount.

Schedule 5A One tonne tri-axle mass transfer allowance

section 6(3)

1 One tonne tri-axle mass transfer allowance

- (1) This section provides for the one tonne tri-axle mass transfer allowance which is a mass exception and is referred to in this Schedule as *the mass exception*.
- (2) The mass exception applies to a tri-axle group on a heavy vehicle if the tri-axle group would otherwise be eligible under the general mass limits to be loaded up to but not above 20t.
- (3) The mass exception applies as an exception to the general mass limits for the tri-axle group as stated in subsection (4).
- (4) The tri-axle group may be loaded up to 21t.
- (5) This section has effect subject to sections 2 to 5.

2 Increased mass to be offset as regards the heavy vehicle

- (1) The application of the mass exception to the heavy vehicle is contingent on—
 - (a) there being a corresponding adjustment in the mass of other axles on the vehicle, but so that the sum of all the axles does not exceed the sum of the general mass limits for all the axles; and

[NSW]

- (b) compliance with the applicable general mass limits for each of those other axles on the vehicle as so adjusted; and
 - (c) an adjustment by way of decrease for any of those other axles on the vehicle not exceeding 1t; and
 - (d) mass of the vehicle, whether loaded or not, not exceeding the mass determined by applying section 2 of Schedule 1 (but with the amount stated in that section for an axle group or single axle changed in line with any adjustment permitted by the mass exception as applying to the vehicle).
- (2) A reference in this section to other axles on the vehicle is a reference to all the single axles (if any) and axle groups (if any) on the vehicle other than the tri-axle group to which the mass exception applies.

3 Axle spacing

- (1) This section applies where—
- (a) the mass of a tri-axle group within a particular axle spacing on the heavy vehicle is permitted by the mass exception to be increased by a particular amount; and
 - (b) the increase would otherwise result in a breach of the mass limits for the axle groups and any single axles within the axle spacing.
- (2) Subject to subsection (3), the mass for the single axles (if any) and axle groups within the axle spacing is permitted to be increased but must not exceed the mass otherwise permitted for the axle spacing increased by the same amount.
- (3) However, the increased mass must be offset by adjusting the masses on other axle groups or single axles, whether within the same axle spacing or different axle spacings.

Note— Requirements about the mass of a heavy vehicle relating to an axle spacing of a heavy vehicle are referred to in section 5 of Schedule 1.

4 Adjustments

An adjustment under this Schedule may be made by way of—

- (a) one or more decreases only; or
- (b) a combination of one or more decreases and one or more increases.

5 Steer axles and steering axle groups excluded

This Schedule does not permit the mass limit imposed on a steer axle or twinsteer axle group to be increased or decreased.

Schedule 6 Dimension requirements

section 37

Part 1 Preliminary

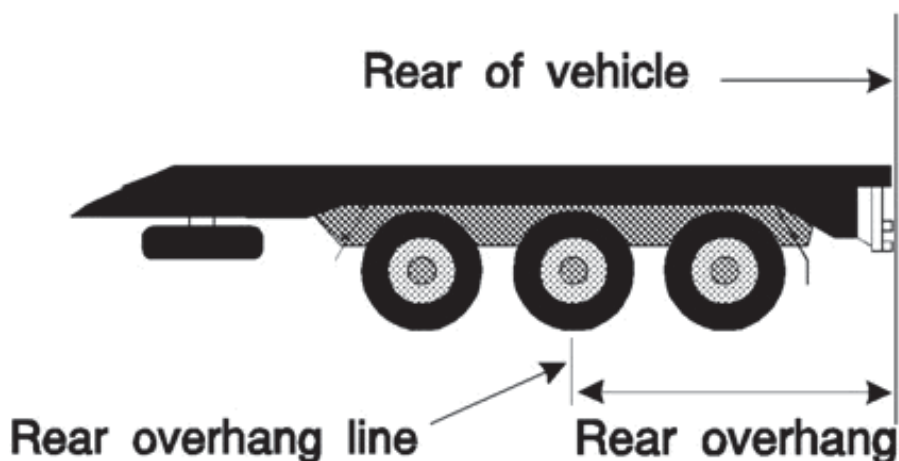
1 Meaning of *rear overhang* and *rear overhang line*

- (1) This section defines *rear overhang* and *rear overhang line* for this Regulation.
- (2) The *rear overhang* of a vehicle is the distance between the rear of the vehicle and the rear overhang line of the vehicle.

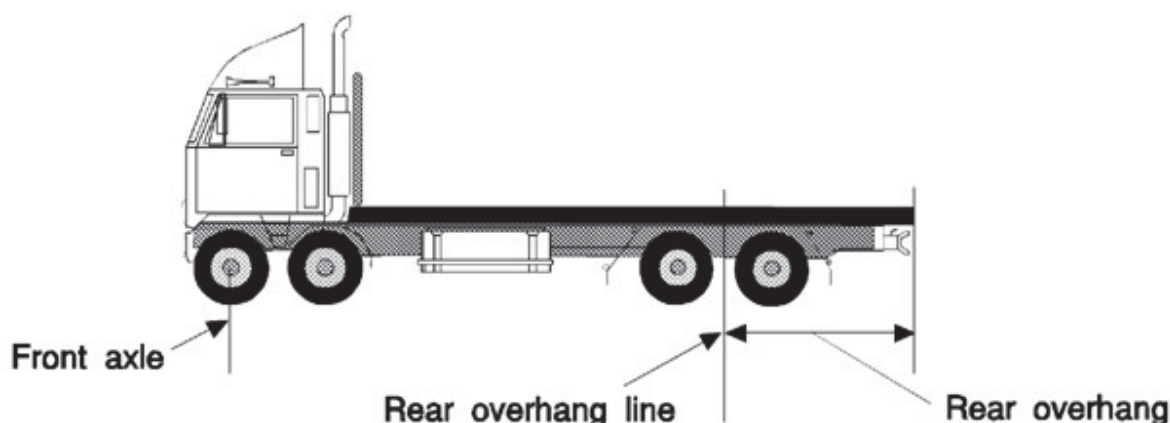
[NSW]

- (3) For a vehicle with an axle group at the rear comprising only 1 axle, the **rear overhang line** is a line running along the centre-line of the axle.
- (4) For a vehicle with an axle group at the rear comprising 2 axles, 1 of which is fitted with twice the number of tyres as the other, the **rear overhang line** is a line running parallel to the axles that is—
 - (a) closer to the axle carrying the greater number of tyres than it is to the other axle; and
 - (b) located at one-third of the distance between the 2 axles.
- (5) For a vehicle with an axle group at the rear that is not an axle group mentioned in subsection (3) or (4), the **rear overhang line** is a line running parallel to the axles down the centre of the axle group.
- (6) For the purposes of applying subsection (3), (4) or (5) to a vehicle, if an axle group includes at least 1 steerable axle, that axle is to be disregarded unless—
 - (a) the group comprises only 1 axle and that axle is a steerable axle; or
 - (b) all the axles in the group are steerable axles.

Examples of rear overhang line—

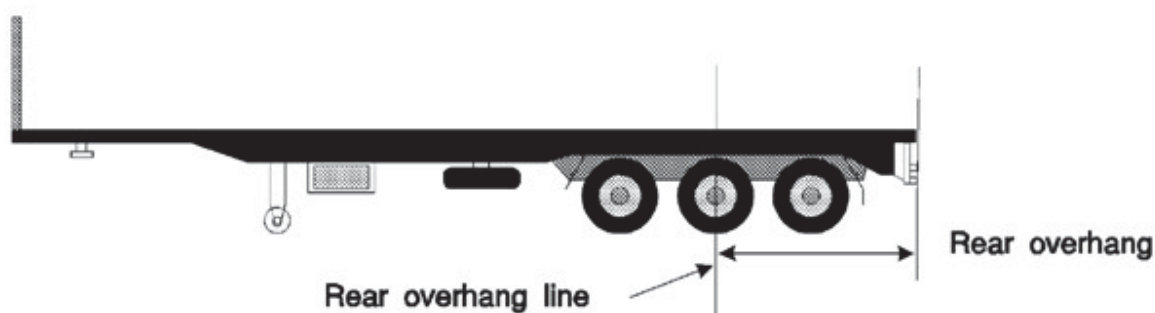


Rear overhang and rear overhang line—vehicle with tri axle group at rear



Rear overhang and rear overhang line—motor vehicle

[NSW]



Rear overhang and rear overhang line—semi-trailer

2 The load is part of a vehicle's dimensions

In this Schedule, a reference to a vehicle is taken to include a reference to the vehicle together with its load, unless otherwise stated.

Part 2 Heavy vehicles

3 Length—general

- (1) A heavy vehicle must not be longer than—
 - (a) for a combination other than a B-double, road train or a combination with 2 decks for carrying vehicles—19m; or
 - (b) for a B-double—25m; or
 - (c) for a road train—53.5m; or
 - (d) for a combination, other than a road train, designed to carry vehicles on 2 or more partly or completely overlapping decks—25m; or
 - (e) for an articulated bus—18m; or
 - (f) for a bus other than an articulated bus—14.5m; or
 - (g) for another vehicle—12.5m.
- (2) However, subsection (1)(g) applies subject to section 4(9) and (10).
- (3) However, a B-double may be up to 26m long if—
 - (a) the distance from the front articulation point of the most forward semitrailer to the rear of the B-double is not more than 20.6m; and
 - (b) the prime mover in the B-double—
 - (i) is fitted with a front underrun protective device complying with regulation 93 made under the UNECE Agreement or ADR 84—Front Underrun Impact Protection; and
 - (ii) for a prime mover manufactured after 31 December 2005—is fitted with a cab complying with regulation 29 made under the UNECE Agreement; and
 - (iii) does not have an area carrying, or built to carry, goods.
- (4) In this section—

[NSW]

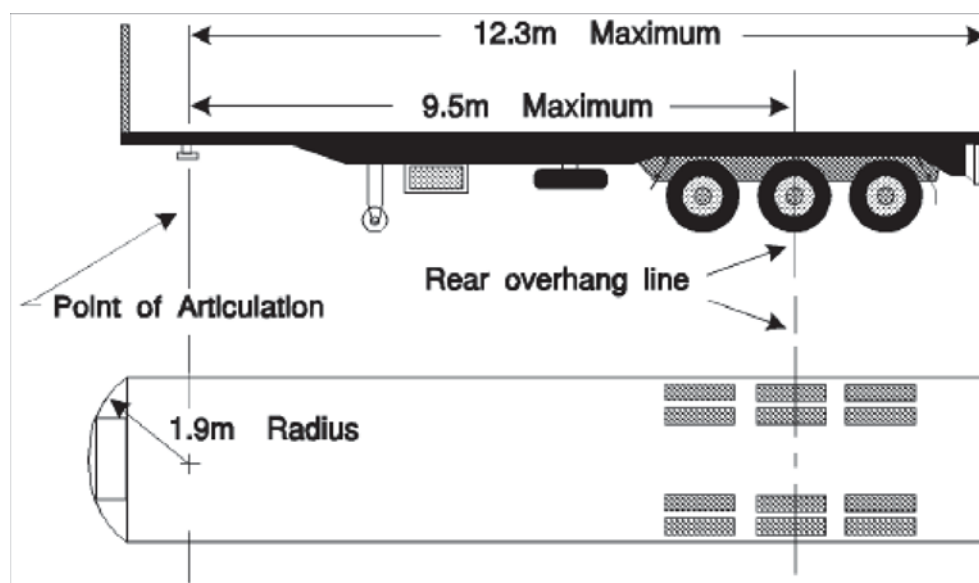
UNECE Agreement means the ‘Agreement concerning the adoption of uniform technical prescriptions for wheeled vehicles, equipment and parts which can be fitted and/or be used on wheeled vehicles and the conditions for reciprocal recognition of approvals granted on the basis of these prescriptions’ done at Geneva on 20 March 1958, as amended from time to time.

Note— The agreement and the regulations made under it are available on the United Nations Economic Commission for Europe’s website at <www.unece.org>.

4 Length—trailers

- (1) This section applies to a trailer that is, or forms part of, a heavy vehicle.
- (2) On a semitrailer or dog trailer—
 - (a) the distance from the front articulation point to the rear overhang line must not be more than 9.5m; and
 - (b) the distance from the front articulation point to the rear of the trailer must not be more than 12.3m.
- (3) The part of a semitrailer or anything attached to a semitrailer in front of the trailer’s front articulation point, other than another vehicle, must not protrude beyond the prescribed limit.
- (4) For the purposes of subsection (3), **prescribed limit** is an imaginary line created by drawing a semicircle of 1.9m radius from the centre of, and forward of, the front articulation point.

Example—

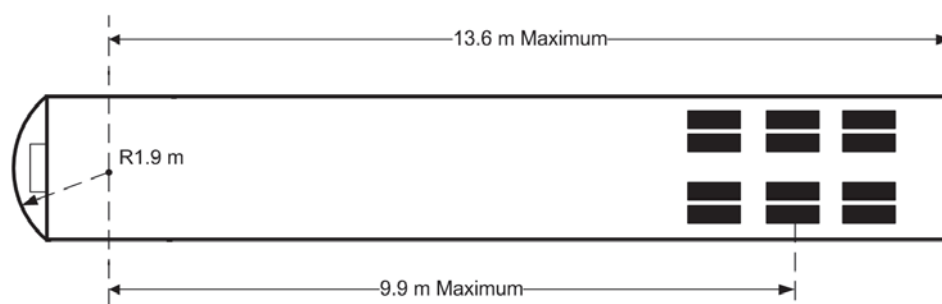


Measuring distances for subsections (1) to (4)

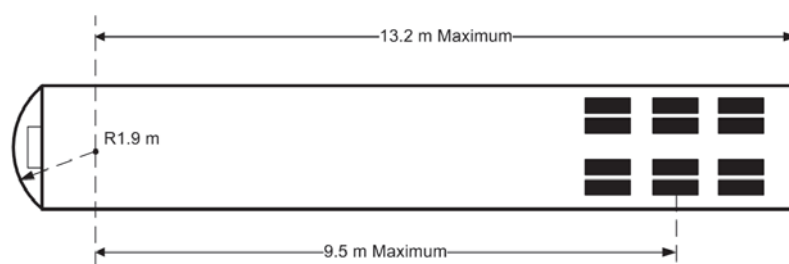
- (5) A semitrailer with more than 1 front articulation point must comply with subsections (2) and (3) when measured at one of the points.
- (6) A trailer built to carry cattle, horses, pigs or sheep on 2 or more partly or completely overlapping decks must not have more than 12.5m of its length available to carry cattle, horses, pigs or sheep.
- (7) In a B-double built to carry cattle, horses, pigs or sheep, the 2 semitrailers must not have more than 18.8m of their combined length available to carry cattle, horses, pigs or sheep.
- (8) For subsections (6) and (7), the length available for the carriage of cattle, horses, pigs or sheep on a trailer is measured from the inside of the front wall or door of the trailer to the inside of the rear wall or door of the trailer, with any intervening partitions disregarded.

[NSW]

- (9) Despite subsection (2)(b), the distance from the front articulation point to the rear of a semitrailer may be up to 13.6m if the trailer—
- (a) is designed and constructed for the positive control of temperature through the use of refrigerated equipment; and
 - (b) has a distance from the front articulation point to the rear overhang line of not more than 9.9m; and
 - (c) does not operate in a B-double or road train combination; and
 - (d) otherwise complies dimensionally.

Example—

- (10) Despite subsection (2)(b), the distance from the front articulation point to the rear of the semitrailer may be up to 13.2m if the trailer—
- (a) has a distance from the front articulation point to the rear overhang line of not more than 9.5m; and
 - (b) does not operate in a B-double or road train combination; and
 - (c) otherwise complies dimensionally.

Example—

5 Length—rear overhang

- (1) The rear overhang of a heavy vehicle must not be more than the lesser of 3.7m and—
- (a) for a combination that includes a semitrailer or dog trailer—60% of the distance between the trailer's front articulation point and its rear overhang line; or
 - (b) for a combination that includes another trailer—the distance between the front of the trailer's body or load carrying area and its rear overhang line; or
 - (c) for another vehicle—60% of the distance between the centre-line of the front axle and the rear overhang line.

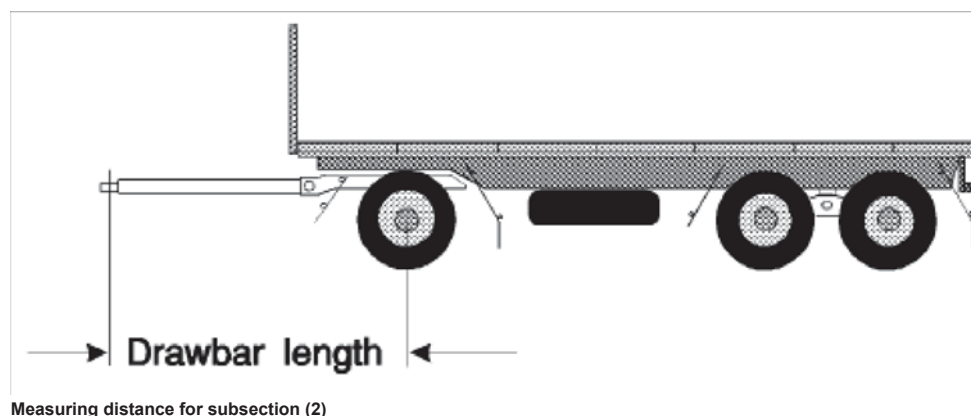
[NSW]

- (2) A semitrailer with more than 1 front articulation point must comply with subsection (1)(a) when measured at the same point that is used for measurement for compliance under section 4(4).
- (3) Despite subsection (1), if a vehicle built to carry vehicles (the *primary vehicle*) has at least 2 decks and a vehicle it is carrying overhangs its rear, the rear overhang of the primary vehicle must not be more than 4.9m.

6 Length—trailer drawbars

- (1) This section applies to a trailer that is, or forms part of, a heavy vehicle.
- (2) On a dog trailer, the distance between the coupling pivot point on the drawbar and the centre of the front axle group—
 - (a) must not be more than 5m; and
 - (b) if the trailer is used in a road train that is longer than 19m—must not be less than 3m.

Example—



- (3) On a trailer, other than a semitrailer, with only 1 axle group, the distance between the coupling pivot point on the drawbar and the centre of the axle group must not be more than 8.5m.

7 Width

- (1) A heavy vehicle must not be wider than 2.5m.
- (2) When measuring the width of a vehicle for subsection (1), any of the following items that may be fitted to the vehicle are to be disregarded—
 - (a) rear vision mirrors, signalling devices and side-mounted lamps and reflectors;
 - (b) anti-skid devices mounted on wheels, central tyre inflation systems, tyre pressure gauges;
 - (c) permanently fixed webbing assembly-type devices, including, for example, curtain-side devices, if the maximum distance across the body including any part of the devices does not exceed 2.55m.

8 Height

A heavy vehicle must not be higher than—

- (a) for a vehicle built to carry cattle, horses, pigs or sheep—4.6m; or
- (b) for a vehicle built with at least 2 decks for carrying vehicles—4.6m; or

[NSW]

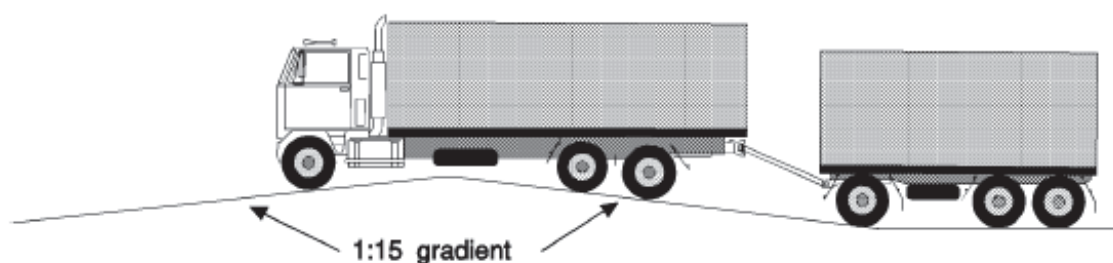
Note— An example is included under section 12(2).

- (c) for a double-decker bus—4.4m; or
- (d) for another vehicle—4.3m.

9 Ground clearance

- (1) A heavy vehicle must have a ground clearance of at least—
 - (a) at a point within 1m of an axle—100mm; and
 - (b) at the midpoint between adjacent axles—one-thirtieth of the distance between the centre-line of each axle; and
 - (c) at any other point—the distance that allows the vehicle to pass over a peak in the road if the gradient on either side of the peak is 1:15.

Example—



Measuring ground clearance for paragraph (c)

- (2) In this section—

ground clearance, of a vehicle, means the minimum distance between the ground and the vehicle's underside, other than its tyres, wheels, wheel hubs, brake backing plates, flexible mudguards and mudflaps.

10 Axle configuration of B-doubles

The axle groups in a heavy combination that is a B-double with 2 tri-axle groups must be positioned so that the following formulae are complied with—

$$X - Y \leq 1$$

$$Y - X \leq 1.3$$

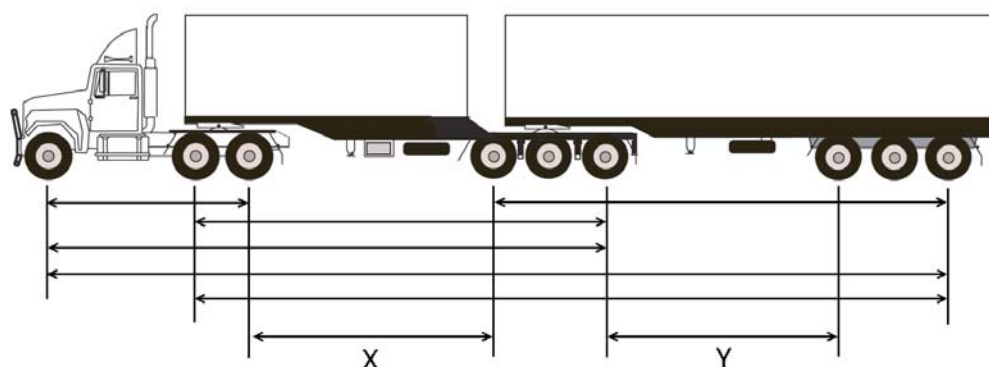
where—

X means the distance in metres (measured to the nearest tenth of a metre) between the centre-lines of the last axle of the B-double's prime mover and the first axle of its first semitrailer.

Y means the distance in metres (measured to the nearest tenth of a metre) between the centre-lines of the last axle of the B-double's first semitrailer and the first axle of its second semitrailer.

Example—

[NSW]



Part 3 Size and projection of loads

11 Definition for pt 3

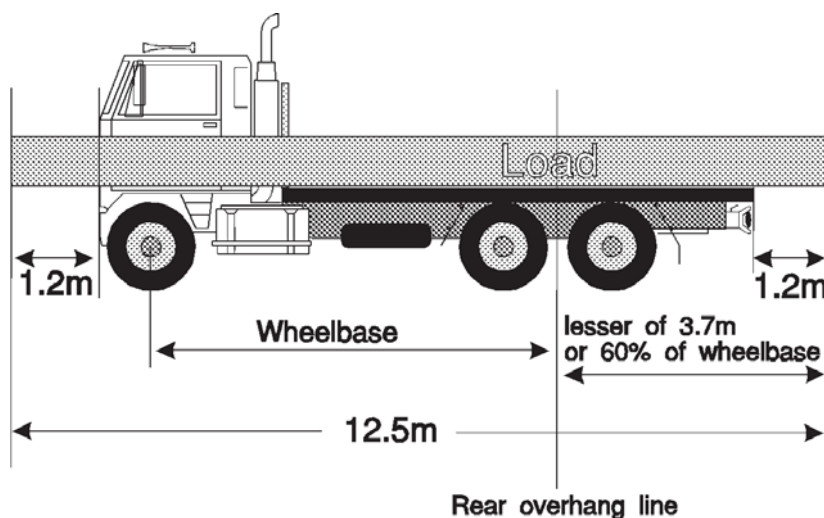
In this Part—

load includes equipment and the pole of a pole-type trailer or jinker.

12 In relation to rear of load

- (1) The distance measured at right angles between the rear overhang line of a vehicle and the rear of any load it is carrying must not exceed the rear overhang that the vehicle is permitted under section 5.

Example—

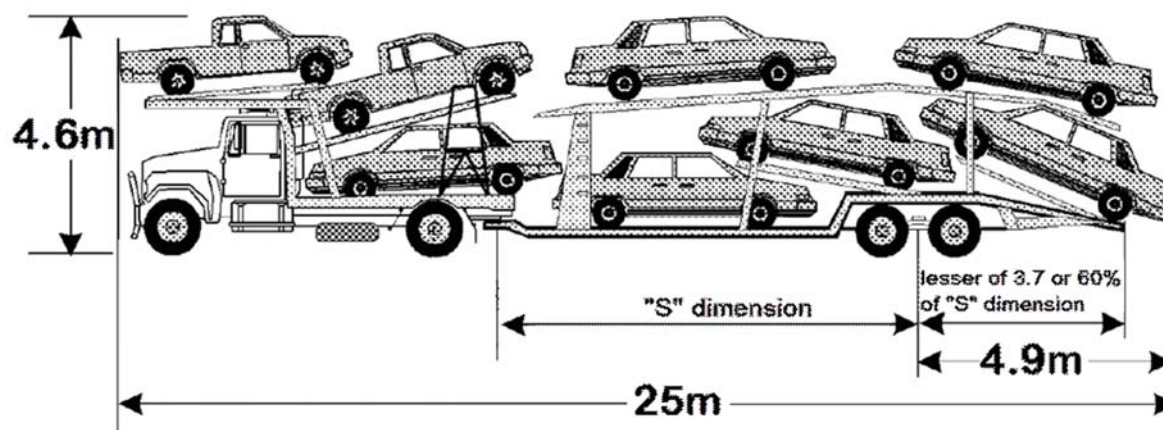


A vehicle complying with—

- the front projection limit under section 13; and
 - the rear overhang limit under section 5; and
 - the maximum rear projection of a load permitted without a warning signal under section 109 of the Law.
- (2) Despite subsection (1), the distance measured at right angles between the rear overhang line of a trailer carrying vehicles on more than one deck and the rear of the rearmost vehicle on the trailer must not exceed 4.9m.

Example of maximum permitted dimensions of a loaded car carrier—

[NSW]



In the above example, the 'S' dimension is the distance between the trailer's front articulation point and its rear overhang line.

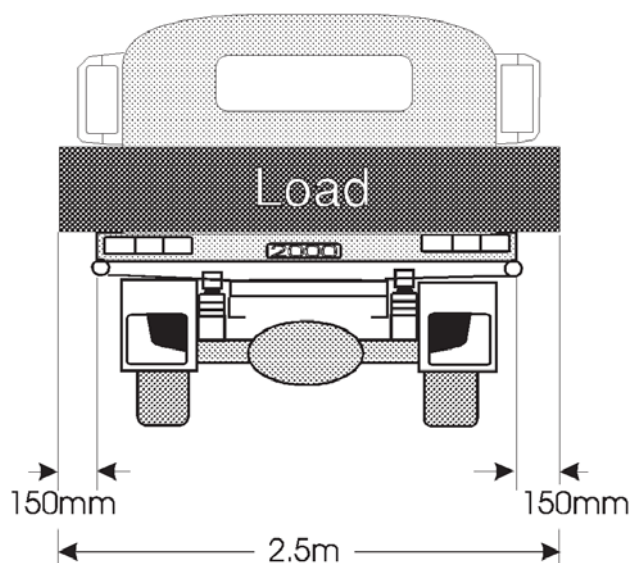
Note— The combined dimensions of a vehicle and its load must still meet the requirements of section 13 even if the load projects from the vehicle in any direction.

13 Front and side projection of load

A load on a heavy vehicle must not project—

- (a) for a heavy vehicle consisting of only a motor vehicle—
 - (i) more than 1.2m in front of the motor vehicle's headlights; or
 - (ii) more than 150mm past the outer extremity of the motor vehicle on either side; or
- (b) for a heavy vehicle consisting of a motor vehicle and 1 or more trailers—
 - (i) more than 1.2m in front of the motor vehicle's headlights; or
 - (ii) more than 150mm past the outer extremity on either the motor vehicle or the trailers on either side.

Example of maximum side projection of load—



A vehicle loaded to width limits mentioned in section 7 with maximum side projection of load permitted under this section.

[NSW]

Notes—

- 1 The combined dimensions of a vehicle and its load must still meet the requirements of this section even if the load projects from the vehicle in any direction.
- 2 The example under section 12(1) shows the front projection limit.

Schedule 7 Loading requirements

section 38

1 Loading

- (1) A load on a heavy vehicle must not be placed in a way that makes the vehicle unstable or unsafe.
- (2) A load on a heavy vehicle must be secured so it is unlikely to fall or be dislodged from the vehicle.
- (3) An appropriate method must be used to restrain the load on a heavy vehicle.

Note— See the Load Restraint Guide mentioned in section 115 of the Law and the evidentiary effect under the section of evidence that a load on a heavy vehicle was not restrained in a way that met a performance standard stated in the guide.

Schedule 8 Conditions of mass or dimension exemptions applying to class 1 heavy vehicles

section 39

Part 1 Exemptions granted by Commonwealth Gazette notice

Division 1 General conditions

1 Smallest practicable size of unloaded vehicle

A class 1 heavy vehicle that is not carrying goods must be kept at its smallest practicable dimensions, with any booms fully retracted.

2 Warning signs and flags

- (1) A class 1 heavy vehicle that, together with its load, is wider than 2.5m or longer than 25m must have—
 - (a) a warning sign attached to the front of the vehicle; and
 - (b) a warning sign attached to the rear of the vehicle or, if a load projects from the rear of the vehicle, to the rear of the load; and
 - (c) 4 brightly coloured red, red and yellow, or yellow flags, each at least 450mm by 450mm, fixed as follows—
 - (i) a flag must be attached at each side of the front of the vehicle or, if a load projects from the front of the vehicle, at each side of the front of the load;
 - (ii) a flag must be fixed at each side of the rear of the vehicle or, if a load projects from the rear of the vehicle, at each side of the rear of the load.
- (2) A class 1 heavy vehicle that, together with its load, is not wider than 2.5m, and whose length is more than 22m but not more than 25m, must have a warning sign attached to the rear of the vehicle or, if a load projects from the rear of the vehicle, to the rear of the load.
- (3) Subsections (1) and (2) do not apply to—
 - (a) a heavy vehicle used in connection with the construction of a road and travelling within 1km of the relevant construction site, if a warning light is attached to the vehicle; or

[NSW]

(b) a tractor; or

(c) a rigid mobile crane less than 3.1m wide.

(4) In this section—

construction, of a road, includes repair or maintenance of the road.

3 Warning lights and delineators if load projecting from vehicle

(1) If a load projects more than 150mm beyond a side of a class 1 heavy vehicle, and the projection is less than 500mm thick from top to bottom—

(a) a warning light must be attached to the vehicle; and

(b) 2 delineators must be attached to the projection in the way stated in subsection (2) on each side of the vehicle on which the load projects more than 150mm.

(2) For subsection (1)(b), the delineators must be attached in the following way on each side of the vehicle on which the load projects more than 150mm—

(a) at least 1 delineator must be attached to the front of the projection and at least 1 delineator must be attached to the rear of the projection;

(b) a delineator attached to the front of the projection must be attached so that its reflective surface is facing forward of the vehicle;

(c) a delineator attached to the rear of the projection must be attached so that its reflective surface is facing rearward from the vehicle.

(3) In this section—

delineator means a yellow, rigid piece of material commonly known as a ‘delineator’ that—

(a) is at least 300mm long and at least 300mm wide; and

(b) complies with Class 1 or 2 of AS 1906 ‘*Retro-reflective Materials and Devices for Road Traffic Control Purposes*’.

Note— AS 1906 ‘*Retro-reflective Materials and Devices for Road Traffic Control Purposes*’ may be purchased from Standards Australia at <www.standards.org.au>.

4 Warning lights for wide vehicles used in daytime

If a class 1 heavy vehicle is, together with any load, wider than 3m, a warning light must be attached to the vehicle while it is being used in the daytime.

5 Side and rear markers and warning lights for oversize vehicles used at night

(1) If a class 1 heavy vehicle that is an oversize vehicle is being used at night—

(a) side markers must be displayed, not more than 2m apart, along the total length of each side of the vehicle and any load projecting from the front or rear of the vehicle; and

(b) 2 rear markers must be fitted to the rear of any load projecting from the rear of the vehicle, within 400mm of each side of the load and at least 1m but not more than 2.1m above the ground; and

(c) a warning light must be attached to the vehicle if it, together with any load, is wider than 2.5m or longer than 22m.

[NSW]

(2) In this section—

rear markers means red lights known as ‘rear markers’.

side markers means lights showing yellow to the front and red to the rear and known as ‘side markers’.

6 Headlights

(1) This section applies to a class 1 heavy vehicle that is an oversize vehicle, or the towing vehicle of a class 1 heavy vehicle that is an oversize vehicle, that is required to have headlights under the *Heavy Vehicle (Vehicle Standards) National Regulation (NSW)*.

(2) The class 1 heavy vehicle, or the towing vehicle, must have its low-beam headlights on while it is being used in the daytime.

(3) In this section—

low-beam, for a headlight fitted to a heavy vehicle, has the meaning it has for the purposes of the *Heavy Vehicle (Vehicle Standards) National Regulation (NSW)*.

7 Travel restrictions at night

A class 1 heavy vehicle that, together with any load, is wider than 3.1m or longer than 22m, must not, while being used at night—

(a) travel outside an urban area; or

(b) travel in an urban area without being accompanied by a pilot vehicle.

8 No travelling if low visibility

(1) A class 1 heavy vehicle must not begin to travel if, due to circumstances such as fog, heavy rain, smoke, dust or insect plague—

(a) visibility is less than 250m in the daytime; or

(b) the headlights of a vehicle approaching within 250m could not be seen at night.

(2) If a class 1 heavy vehicle is already travelling when visibility is reduced to the level mentioned in subsection (1), the vehicle’s driver must drive the vehicle into the nearest safe parking area and wait until visibility improves beyond that level before continuing to travel.

(3) In this section—

safe parking area, for a class 1 heavy vehicle, means an area at which vehicles of that kind may be parked lawfully and safely.

9 Minimum following distance

(1) The person driving a class 1 heavy vehicle that is an oversize vehicle must drive at least 200m behind another oversize vehicle travelling in front of it, unless the person is—

(a) driving on—

(i) a multi-lane road; or

(ii) a length of road in a built-up area; or

(b) overtaking.

[NSW]

(2) In this section—

built-up area has the meaning it has for the purposes of the Road Rules.

multi-lane road has the meaning it has for the purposes of the Road Rules.

10 Allowing overtaking

- (1) This section applies if a class 1 heavy vehicle is being driven on a road, or a part of a road, that does not have a separate lane for overtaking vehicles.
- (2) The person driving the class 1 heavy vehicle must, at regular intervals and to the extent reasonably practicable, move the vehicle off the road to allow other vehicles to overtake it.

11 Assessing routes

- (1) Before a class 1 heavy vehicle is driven along any route, its driver and operator must be satisfied that the route has been assessed and that the vehicle can be driven along it without contravening subsection (2).
- (2) A class 1 heavy vehicle must not be driven along a route if to do so would be likely to cause—
 - (a) disruption to telecommunication, electricity, rail, gas, water or sewage services (*relevant services*); or
 - (b) damage to a road (including a bridge), structure, rail crossing or tree (*relevant property*).
- (3) Subsection (2) does not apply if the entity responsible for the relevant services or relevant property has given permission for the vehicle to travel along the route, and the vehicle is driven in accordance with the permission.

Division 2 Load-carrying vehicles

12 Application of Div 2

- (1) This Division applies only to a class 1 heavy vehicle that is a load-carrying vehicle.
- (2) A reference in this Division to a load-carrying vehicle is taken to be a reference to a load-carrying vehicle that is a class 1 heavy vehicle.

13 Carrying goods in addition to a large indivisible item

- (1) A load-carrying vehicle must not carry more than 1 large indivisible item unless—
 - (a) the vehicle together with its load complies with the general mass limits; and
 - (b) the vehicle carrying more than 1 large indivisible item does not cause the vehicle together with its load to exceed a prescribed dimension requirement that would not be exceeded if the vehicle carried only 1 of the large indivisible items.
- (2) A load-carrying vehicle carrying 1 or more large indivisible items must not carry any other goods unless—
 - (a) the vehicle together with its load complies with the general mass limits; and
 - (b) the other goods are contained within the limits set by the prescribed dimension requirements.
- (3) Despite subsection (2), a load-carrying vehicle carrying a special purpose vehicle or agricultural vehicle may also carry equipment, tools, substances or detached parts to be used in conjunction with the vehicle being carried.
- (4) In this section—

[NSW]

large indivisible item has the meaning it has under section 116(4) of the Law.

14 Towing a low loader dolly with an unladen low loader

An unladen low loader must not be towed in a combination with a low loader dolly unless—

- (a) the combination is 2.5m wide or less; and
- (b) it would be unreasonable to require the dolly to be loaded onto the low loader because of the short distance to be travelled, or special difficulties in loading or unloading the dolly due to the nature of the location where the loading or unloading is to take place.

Division 3 Special purpose vehicles

15 Application of Div 3

- (1) This Division applies only to a class 1 heavy vehicle that is a special purpose vehicle.
- (2) A reference in this Division to a special purpose vehicle is taken to be a reference to a special purpose vehicle that is a class 1 heavy vehicle.

16 Side lights for travel at night with long front projections

- (1) When travelling at night, a special purpose vehicle with a projection extending more than 1.2m in front of the vehicle must have a yellow light fixed on each side of the projection.
- (2) The light must be—
 - (a) fixed as far forward as possible, and shielded from the driver's view; and
 - (b) visible to any traffic approaching the vehicle from its front; and
 - (c) visible to any traffic approaching the vehicle from the side on which it is fixed.

17 Rear marking plates and warning patterns

- (1) A rear marking plate must be fitted to the rearmost part of the body of a special purpose vehicle.
- (2) A warning pattern must be displayed on the left and right sides of any rigid projection extending more than 1.2m in front of the body of a special purpose vehicle.
- (3) In this section—

rear marking plate means a plate that—

- (a) warns other road users that the vehicle to which the plate is attached is an oversize vehicle; and
- (b) complies with 'Standards Bulletin VSB12—*Rear Marking Plates*' published by the Vehicle Safety Branch of the Western Australian Department of Planning and Infrastructure.

Note— A copy of the bulletin may be obtained from the website of the Commonwealth Department of Infrastructure and Transport at <www.infrastructure.gov.au>.

18 Prohibition on towing other vehicles

A special purpose vehicle must not tow a vehicle.

[NSW]

Division 4 Agricultural vehicles

19 Application of Div 4

- (1) This Division applies only to a class 1 heavy vehicle that is an agricultural vehicle or agricultural combination.
- (2) A reference in this Division to an agricultural vehicle or agricultural combination is taken to be a reference to an agricultural vehicle or agricultural combination that is a class 1 heavy vehicle.

20 Warning devices for agricultural vehicles or combinations

- (1) An agricultural vehicle or agricultural combination wider than 2.5m, or an agricultural combination longer than 22m, must have a warning light attached to its highest practicable point when it is on a major road.
- (2) A warning sign must be attached to the rear of an agricultural implement being towed by a tractor.
- (3) A warning pattern must be displayed at the sides of the rear of any auger, conveyor, or the reaping implement of a combine harvester.
- (4) Any part of an axle extending more than 150mm from the outside wall of a tractor's tyre must be painted fluorescent yellow or have yellow fluorescent or other high-visibility material wrapped around it.
- (5) In this section—

combine harvester means an agricultural vehicle that simultaneously performs operations of reaping, threshing and winnowing grain crops.

21 Pilot vehicle requirements for agricultural vehicles or combinations

- (1) An agricultural vehicle or agricultural combination wider than 3.7m but not wider than 4.5m must be accompanied by at least 1 pilot vehicle if—
 - (a) any part of the terrain in which it is being used limits a clear view of approaching traffic to less than 500m; or
 - (b) it is being used on a major road.
- (2) An agricultural vehicle or agricultural combination wider than 4.5m—
 - (a) must be accompanied by at least 1 pilot vehicle unless paragraph (b) applies; and
 - (b) must be accompanied by at least 2 pilot vehicles if—
 - (i) any part of the terrain in which it is being used limits a clear view of approaching traffic to less than 500m; or
 - (ii) it is being used on a major road.
- (3) Despite subsections (1) and (2), an agricultural vehicle or agricultural combination does not have to be accompanied by a pilot vehicle if it is travelling less than 500m.

22 Agricultural vehicles or combinations not to be used on freeway

- (1) An agricultural vehicle or agricultural combination must not be used on a freeway.
- (2) In this section—

freeway has the meaning it has for the purposes of the Road Rules.

[NSW]

23 Agricultural implements not to carry goods or passengers

An agricultural implement must not carry goods or passengers.

24 Speed limits for agricultural implements without brakes

An agricultural implement without brakes must not be towed by a vehicle at a speed greater than the lesser of the following—

- (a) 20km/hr less than the speed limit applying to the vehicle under the Road Rules;
- (b) 50km/hr.

Division 5 Pilot and escort vehicles

25 Application of Div 5

- (1) This Division—
 - (a) applies if, under a condition in Divisions 1 to 4, a class 1 heavy vehicle must be accompanied by a pilot vehicle or escort vehicle; and
 - (b) prescribes requirements about the pilot vehicle or escort vehicle or its operation.
- (2) A reference in this Division to a pilot vehicle or escort vehicle is taken to be a reference to a pilot vehicle or escort vehicle accompanying a class 1 heavy vehicle under a condition in Divisions 1 to 4.

26 Requirements for a pilot vehicle

- (1) A pilot vehicle must have at least 4 wheels and a GVM of—
 - (a) no more than 4.5t unless paragraph (b) applies; or
 - (b) if the pilot vehicle is the rear pilot vehicle of 2 pilot vehicles that are required to accompany a class 1 heavy vehicle—no more than 6.5t.
- (2) A pilot vehicle must have a warning sign attached to its roof.
- (3) A pilot vehicle must only have a warning light attached—
 - (a) above or below the warning sign; or
 - (b) at each side of the warning sign.

27 Requirements for an escort vehicle

- (1) An escort vehicle must have—
 - (a) at least 4 wheels; and
 - (b) a GVM of 4.5t or less; and
 - (c) 1 or 2 warning lights on its roof.
- (2) If the vehicle is a police vehicle or transport enforcement vehicle, the warning light, instead of flashing yellow, may flash a colour that a light on the roof of an exempt vehicle is required or permitted to be under section 79 of Schedule 2 of the *Heavy Vehicle (Vehicle Standards) National Regulation (NSW)*.
- (3) This section does not apply to an escort vehicle that is a motor cycle driven by a police officer in the course of the officer's duty.

[NSW]

28 Headlights on a pilot or escort vehicle

- (1) The low-beam headlights on a pilot vehicle or escort vehicle must be switched on when it is accompanying a class 1 heavy vehicle during the daytime.
- (2) In this section—
low-beam, for a headlight fitted to a pilot vehicle or escort vehicle, has the meaning it has—
 - (a) if the pilot vehicle or escort vehicle is a heavy vehicle—in section 4 of the *Heavy Vehicle (Vehicle Standards) National Regulation (NSW)*; or
 - (b) otherwise—for the purposes of the provisions of the light vehicle standards prescribing requirements about the headlights of the vehicle.

29 Restriction on what a pilot or escort vehicle may carry

A pilot vehicle or escort vehicle must not tow a trailer or carry goods, but it may carry equipment or substances for use in connection with the class 1 heavy vehicle it is accompanying or for restraining a load on that heavy vehicle.

30 Where a pilot vehicle must be driven

- (1) If 1 pilot vehicle accompanies a class 1 heavy vehicle, the pilot vehicle must travel—
 - (a) behind the heavy vehicle if they are on a divided road; or
 - (b) in front of the heavy vehicle if they are on a road that is not divided.
- (2) If 2 pilot vehicles accompany a class 1 heavy vehicle, 1 pilot vehicle must travel in front of the heavy vehicle, and the other behind it.
- (3) A pilot vehicle must travel far enough away from the class 1 heavy vehicle it is accompanying to give adequate warning to other road users of the presence of the heavy vehicle, taking into account traffic speed, weather, visibility and other driving conditions.

31 Communication between drivers

- (1) A class 1 heavy vehicle and any accompanying pilot vehicle or escort vehicle must have a device that allows the drivers to communicate effectively with each other.
- (2) Subsection (1) does not apply—
 - (a) if the class 1 heavy vehicle is—
 - (i) an agricultural machine; or
 - (ii) a heavy combination that includes an agricultural machine; or
 - (b) in relation to a class 1 heavy vehicle accompanied by an escort vehicle that is a police vehicle.

Part 2 Exemptions granted by issuing a permit

32 Application of Pt 2

- (1) This Part applies only to a class 1 heavy vehicle that is a special purpose vehicle.
- (2) A reference in this Part to a special purpose vehicle is taken to be a reference to a special purpose vehicle that is a class 1 heavy vehicle.

[NSW]

33 Restriction on towing other vehicles

- (1) A special purpose vehicle must not tow a vehicle.
- (2) Subsection (1) does not apply to a crane towing a single trailer if—
 - (a) the crane has no more than 5 axles; and
 - (b) the load on the trailer includes only equipment required for the normal operation of the crane; and
 - (c) the swept path of the combination consisting of the crane and trailer turning a corner is not greater than what the swept path of the crane alone turning a corner would be.

Part 3 All mass or dimension exemptions

Division 1 Warning lights

34 Application of Div 1

- (1) This Division—
 - (a) applies if a class 1 heavy vehicle, or a pilot vehicle or escort vehicle accompanying a class 1 heavy vehicle, must have 1 or more warning lights on it under a condition of the mass or dimension exemption under which the class 1 heavy vehicle is being used; and

Note— Part 1 prescribes conditions about warning lights for class 1 heavy vehicles, or pilot vehicles or escort vehicles accompanying class 1 heavy vehicles, being used under a mass or dimension exemption granted by Commonwealth Gazette notice.
 - (b) prescribes requirements about the warning lights.
- (2) A reference in this Division to a pilot vehicle or escort vehicle is taken to be a reference to a pilot vehicle or escort vehicle accompanying a class 1 heavy vehicle.

35 Characteristics of warning light

- (1) A warning light attached to a class 1 heavy vehicle, pilot vehicle or escort vehicle, when switched on, must—
 - (a) emit a yellow coloured light of rotating and flashing effect; and
 - (b) flash between 120 and 200 times a minute; and
 - (c) have a power of at least—
 - (i) if LED technology is used—25W; or
 - (ii) if another technology is used—55W; and
 - (d) not be a strobe light.
- (2) However, subsection (1) does not apply to a warning light that—
 - (a) is attached to an escort vehicle that is a police vehicle or transport enforcement vehicle; and
 - (b) complies with the requirements of the light vehicle standards for lights attached to a vehicle of that kind.

36 Visibility of warning lights

- (1) A warning light attached to a class 1 heavy vehicle, pilot vehicle or escort vehicle must be—
 - (a) clearly visible at a distance of 500m in all directions; or

[NSW]

(b) supplemented by 1 or more additional warning lights so that the light emanating from at least 1 of them is clearly visible at a distance of 500m in any direction.

(2) However, for a pilot vehicle travelling in front of a class 1 heavy vehicle, a filter may be placed behind the warning light attached to the pilot vehicle to reduce the intensity of the light directed to the driver of the heavy vehicle.

37 Switch for warning lights to be within easy reach

The switch for a warning light attached to a class 1 heavy vehicle, pilot vehicle or escort vehicle must be within easy reach of the driver in the normal driving position in the vehicle.

38 Warning lights to be on if required, and off if not

(1) A warning light attached to a class 1 heavy vehicle must only be switched on when the heavy vehicle is travelling, or is stationary in a position that is likely to cause danger to other road users.

(2) A warning light attached to a pilot vehicle or escort vehicle must be switched on when the vehicle is travelling and accompanying a class 1 heavy vehicle.

Division 2 Warning signs

Subdivision 1 Preliminary

39 Application of Div 2

(1) This Division—

(a) applies if a class 1 heavy vehicle, or a pilot vehicle accompanying a class 1 heavy vehicle, must have 1 or more warning signs on it under a condition of the mass or dimension exemption under which the class 1 heavy vehicle is being used; and

Note— Part 1 prescribes conditions about warning signs for class 1 heavy vehicles, or pilot vehicles accompanying class 1 heavy vehicles, being used under a mass or dimension exemption granted by Commonwealth Gazette notice.

(b) prescribes requirements about the warning signs.

(2) A reference in this Division to a pilot vehicle is taken to be a reference to a pilot vehicle accompanying a class 1 heavy vehicle.

Subdivision 2 Class 1 heavy vehicles and pilot vehicles

40 Application of Sdiv 2

This Subdivision applies to both warning signs required to be on a class 1 heavy vehicle and warning signs required to be on a pilot vehicle accompanying a class 1 heavy vehicle.

41 Face of warning sign

The face of a warning sign on a class 1 heavy vehicle or pilot vehicle must have—

(a) a yellow surface complying with class 1 or 2 of AS 1906 '*Retro-reflective Materials and Devices for Road Traffic Control Purposes*'; and

Note— AS 1906 '*Retro-reflective Materials and Devices for Road Traffic Control Purposes*' may be purchased from Standards Australia at <www.standards.org.au>.

(b) a black border that is at least 20mm wide and, unless the sign has been made with a box edge, whose outermost edge is at least 10mm in from the edge of the sign; and

[NSW]

- (c) its manufacturer's name or trademark, and the brand and class of material used for the warning sign's surface, permanently marked in letters at least 3mm but no more than 10mm high—
- (i) for a class 1 heavy vehicle—on any visible part of the sign; or
 - (ii) for a pilot vehicle—on any visible part of the sign other than a bottom corner.

42 Material of warning sign

- (1) A warning sign on a class 1 heavy vehicle or pilot vehicle must be made of stiff, flat, weatherproof material.

Examples of material that may comply with subsection (1)—

- zincalume that is at least 0.8mm thick
- aluminium that is at least 1.6mm thick

- (2) However, a warning sign on a class 1 heavy vehicle or pilot vehicle may be made of flexible, weatherproof material if the sign is—
- (a) held taut; and
 - (b) clearly visible; and
 - (c) unlikely to become dislocated, furl or otherwise become difficult to read by other road users.

43 Keeping signs clean

A warning sign on a class 1 heavy vehicle or pilot vehicle must be kept clean enough so that it can be easily read by other road users.

Subdivision 3 Class 1 heavy vehicles only

44 Application of Sdiv 3

This Subdivision applies only to warning signs required to be on a class 1 heavy vehicle.

45 Size of warning sign

- (1) A warning sign on a class 1 heavy vehicle must be at least 1200mm long and at least 450mm high.
- (2) The length of a warning sign on a class 1 heavy vehicle may be split into 2 parts, in which case the combined length of its parts must be at least 1200mm.

46 Face of warning sign

- (1) A warning sign on a class 1 heavy vehicle must show the word 'OVERSIZE', in black capital letters, and in typeface Series C(N) complying with AS 1744 *'Forms of Letters and Numerals for Road Signs'*.

Note— AS 1744 *'Forms of Letters and Numerals for Road Signs'* may be purchased from Standards Australia at <www.standards.org.au>.

- (2) The letters must be—
- (a) at least 200mm high; and
 - (b) at least 125mm from the top and bottom of the warning sign.
- (3) If the length of the warning sign is split into 2 parts—

[NSW]

- (a) the part fitted on the left must show the word 'OVER' and the part fitted on the right must show the word 'SIZE'; and
- (b) there must be no border between the 2 parts, despite section 41(b).

Example of a warning sign for an oversize vehicle or combination—



47 Fitting warning sign

- (1) A warning sign on a class 1 heavy vehicle must be fitted horizontally.
- (2) The lower edge of the warning sign must be—
 - (a) above the bottom of the bumper bar; or
 - (b) if there is no bumper bar—at least 500mm above ground level.
- (3) If the length of the warning sign is split into 2 parts, each part must be fitted at the same height as the other.

Subdivision 4 Pilot vehicles only

48 Application of Sdiv 4

This Subdivision applies only to warning signs required to be on a pilot vehicle accompanying a class 1 heavy vehicle.

49 Size and shape of warning sign

- (1) A warning sign on a pilot vehicle must be at least 1200mm long and at least 600mm high.
- (2) The warning sign may have bottom corner cut-outs not more than 150mm wide and not more than 100mm high if they are needed for fitting the warning sign to the pilot vehicle.

50 Faces of warning sign

- (1) Both faces of a warning sign on a pilot vehicle must show—
 - (a) the word 'OVERSIZE', in black capital letters at least 200mm high, and complying with AS 1744 'Forms of Letters and Numerals for Road Signs', in typeface Series C(N); and
 - (b) the words 'LOAD AHEAD', in black capital letters at least 100mm high, and complying with AS 1744 'Forms of Letters and Numerals for Road Signs', in typeface Series D(N).

Note— AS 1744 'Forms of Letters and Numerals for Road Signs' may be purchased from Standards Australia at <www.standards.org.au>.

- (2) The bottom of the letters of the word 'OVERSIZE' must be at least 300mm from the bottom of the warning sign.

[NSW]

- (3) The bottom of the letters of the words 'LOAD AHEAD' must be at least 100mm from the bottom of the warning sign.

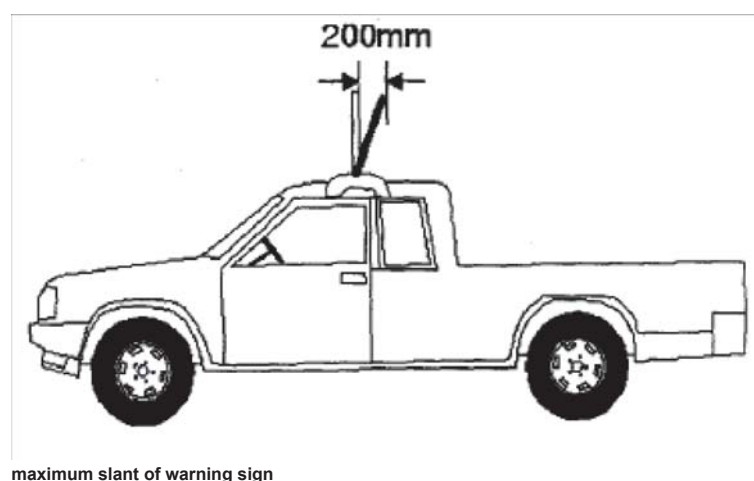
Example of a warning sign for a pilot vehicle—



51 Fitting warning sign

A warning sign on a pilot vehicle must not lean back so that there is more than 200mm measured horizontally from the top of the sign to a vertical line running through the bottom of the sign.

Example—



maximum slant of warning sign

Schedule 9 Imposition of road conditions in relation to a class 2 heavy vehicle

section 44

Kind of road condition

Circumstances for imposing the kind of road condition

requirements about the types of loads that a heavy vehicle may carry if an area or route is not suitable for access by all or stated categories of class 2 heavy vehicles but access is needed for vehicles that service an industry local to the area or route to carry specified loads, such as grain or sugar cane

restrictions on turning in a given direction if the road alignment or geometry is not conducive to all or stated categories of class 2 heavy vehicles making a turn in a given direction safely or without undue risk to road infrastructure

[NSW]

requirements about the permissible mass of a heavy vehicle (including its equipment) or a component or load of a heavy vehicle, including for specified axles or axle groups or axle spacings, including requirements about maximum or minimum mass limits or for the vehicle to be unladen or for the stated category of class 2 heavy vehicle to not be able to be used at higher mass limits on a stated area or route	<p>if it is necessary to protect vulnerable road infrastructure from excessive rates of wear and damage caused by excessive mass</p> <p>if it is necessary to protect vulnerable road infrastructure from mass that is insufficient to ensure that drive axles maintain traction with the road pavement</p> <p>if specifying vehicle load distribution is necessary to protect road infrastructure from excessive rates of wear or damage by ensuring adequate drive axle traction on steep inclines</p>
conditions about which lane or lanes a heavy vehicle may or may not be used on	<p>if there is a demonstrated and significant elevated risk of wear or damage to road infrastructure relative to travelling in another lane or lanes in a specified area or route</p> <p>if a significant benefit to road infrastructure will result from imposing the condition, such as travelling through roundabouts or helping to prevent collision with roadside furniture, poles and signs</p> <p>if a reduction in traffic congestion will result from imposing the condition</p> <p>if a specified section of road has been assessed as unsafe for all or stated categories of class 2 heavy vehicles to overtake other vehicles and it is necessary to restrict such vehicles to operating in specified lanes</p>
requirements about minimum spacing between all or stated categories of class 2 heavy vehicles when travelling on a specified area or route	<p>if there is a demonstrated and significant elevated risk of wear or damage to road infrastructure arising from all or stated categories of class 2 heavy vehicles travelling in close proximity to other class 2 heavy vehicles</p> <p>if road conditions make attempts by other motorists to overtake all or stated categories of class 2 heavy vehicles more likely (such as on inclines where the heavy vehicles may be unable to keep pace with general traffic), but where travelling in close proximity to other heavy vehicles would make such overtaking attempts more difficult or less safe</p>
restrictions on proceeding past a nominated point on a road until the driver has ascertained that it is safe to do so	if there are sections of road with limited forward visibility and insufficient width for more than one vehicle to pass safely, including narrow stretches of road and single lane bridges
conditions about the maximum speed at which all or stated categories of class 2 heavy vehicles may be driven in or on a stated area, road or route, being lower than the speed limit applying to other traffic in that area	<p>if there are sections of road in an area that is built up or within town limits with high pedestrian or vehicle traffic and the use of all or stated categories of class 2 heavy vehicles at the speed limit applying to other traffic in that area is a greater safety risk than for other vehicle categories</p> <p>if it is necessary to minimise wear and damage to unsealed road surfaces when wet or dusty or in other poor weather conditions</p> <p>if there is an elevated risk of loss of vehicle control, including from steep or winding descents</p> <p>if there is an elevated risk to road safety generally</p> <p>if a route is a school bus route</p>
requirements to yield to other vehicles, being in addition to requirements under the Road Rules	<p>if it is necessary to manage traffic flow to minimise traffic congestion, such as in ferry boarding and unloading areas where priority loading or parking is required</p> <p>if it is necessary to manage traffic flow on narrow roads to allow another vehicle to pass or at intersections where all or stated categories of class 2 heavy vehicles may need to use opposing traffic lanes to negotiate a corner</p> <p>if road infrastructure or traffic conditions make overtaking all or stated categories of class 2 heavy vehicles unsafe or where it would contribute to increased traffic congestion, such as where the heavy vehicle was unable to keep pace with general traffic (for example, on steep inclines)</p>
restrictions on travelling during stated periods or stated weather conditions	<p>during the wet season when roads in an area or route are in such condition that it would be unsafe for all or stated categories of class 2 heavy vehicles to be used on those roads or where such use would contribute to unacceptable damage to road infrastructure</p> <p>if there are specified weather conditions and it would be unsafe for all or stated categories of class 2 heavy vehicles to be used on roads in an area or route or where such use would contribute to unacceptable damage to road infrastructure</p>

[NSW]

Schedule 10 Reviewable decisions

section 45

Part 1 Decisions of the Regulator

Section under which decision made	Description of decision
section 20	decision of Regulator not to issue an HML permit other than because a relevant road manager for the permit did not consent to the issue
section 20	decision of Regulator to issue an HML permit for a period less than the period of not more than 3 years sought by the applicant
section 24	decision of Regulator to impose on an HML permit a condition not sought by the applicant and not a road condition required by a relevant road manager for the permit
section 29	decision of Regulator to amend or cancel an HML permit
section 35	decision of Regulator not to give a replacement permit for an HML permit

Part 2 Decisions of relevant road managers

Section under which decision made	Description of decision
section 23	decision of a relevant road manager for an HML permit, that is a public authority, not to consent to the issue of the permit
section 23	decision of a relevant road manager for an HML permit, that is a public authority, to consent to the issue of the permit on the condition that a road condition be imposed on the permit
section 31	decision of relevant road manager for an HML permit, that is a public authority, to request the amendment or cancellation of an HML permit

Historical notes

The following abbreviations are used in the Historical notes:

Am	amended	LW	legislation website	Sch	Schedule
Cl	clause	No	number	Schs	Schedules
Cll	clauses	p	page	Sec	section
Div	Division	pp	pages	Secs	sections
Divs	Divisions	Reg	Regulation	Subdiv	Subdivision
GG	Government Gazette	Regs	Regulations	Subdivs	Subdivisions
Ins	inserted	Rep	repealed	Subst	substituted

Table of amending instruments

Heavy Vehicle (Mass, Dimension and Loading) National Regulation (NSW) (2013-247a) (applied as a law of New South Wales by the *Heavy Vehicle (Adoption of National Law) Act 2013* No 42). LW 31.5.2013 (and amended before its application in NSW by 2014 (20) LW 31.1.2014). Date of commencement, 10.2.2014, sec 2 and 2014 (24) LW 7.2.2014. This Regulation has been amended as follows:

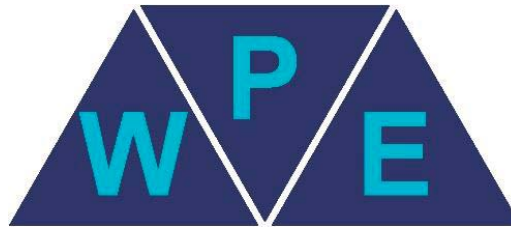
2014	(651)	<i>Heavy Vehicle (Mass, Dimension and Loading) National Amendment Regulation</i> . LW 26.9.2014. Date of commencement, 29.9.2014, sec 2.
2015	(824)	<i>Heavy Vehicle National Amendment Regulation</i> . LW 17.12.2015. Date of commencement of secs 19, 20, 25 and 26, on making of Regulation, sec 2 (2); date of commencement of secs 21–24, 27 and 28, 6.2.2016, sec 2 (1) and 2015 (186) of Queensland.

Table of amendments

Sec 3	Am 2014 (651), sec 4; 2015 (824), sec 19.
Sec 6	Am 2014 (651), sec 5.
Sec 7	Am 2014 (651), sec 6; 2015 (824), sec 20.

[NSW]

Sec 15	Am 2015 (824), sec 21.
Sec 15A	Ins 2015 (824), sec 22.
Sec 36	Am 2015 (824), sec 23.
Part 8 (sec 46)	Ins 2015 (824), sec 24
Sch 1	Am 2015 (824), sec 25.
Sch 3	Rep 2015 (824), sec 26.
Sch 5	Am 2015 (824), sec 27.
Sch 5A	Ins 2014 (651), sec 7.
Sch 6	Am 2015 (824), sec 28.



5th April 2017

Roads and Maritime Services

Attention: Samer Soliman

RE: Wheel Pads

Weighpack would like to bring to your attention what we have found with the PAT wheel pads that we have been looking after since January.

While RMS have over 500 wheel pads with different models Saw1, Saw2 and Saw3. We have found that there are over 300 SAW1 pads which range in age from 15 – 20 years old. We are spending a lot of time on repairs to these pads. We have gone through 10s of thousands of dollars in spare parts in this time. Some parts are becoming harder to source such as main boards.

We are also finding that the calibration on the SAW1 are not as reliable as they should be. This is related to the deterioration to the electronic components on the main boards (resistors etc.). Since January we have had to write off at least 10 SAW1 pads due unrepairable. When we took over this contract we had over 60 broken pads to repair in the 1st month. It is very rare that we get SAW1 scales that don't need some type of repair.

With the SAW2 we are finding these more reliable but they are also aging and the parts are starting to be used more frequently. I believe if RMS does not do something about the ageing pads over the next couple of months you will run into major issues with your ageing wheel pads.

We have just calibrated the first SAW 3 models which you have 24 in total. This model is far more advanced in technology and reliability then the other two models. We would recommend you source more of this model from your supplier to replace the ageing models

We just wanted to bring these issues to your attention before it becomes a bigger issue in the future.

Happy to discuss these issues with you any time.

Yours Faithfully

Mark Mitchell

Mark Mitchell

Ph:0488199318

Weighpack & Electrical Pty Ltd





INTERNATIONAL ROAD DYNAMICS INC.
INTELLIGENT TRANSPORTATION SYSTEMS

April 5, 2017

Saskatoon, SK

Re: Current SAW models

To Whom It May Concern:

This letter is to confirm that International Road Dynamics' Static Axle Weighers (**SAW**) Series III are the most current models offered by our company and the only ones under production.

The SAW Series III are the continuation of our SAW Series I and II, which have reached end-of-Life as certain components are difficult or impossible to obtain, and for such reason, they are no longer being manufactured.

If further clarification is required, I can be contacted directly at + 1 (306) 653-6600.

Sincerely,

A handwritten signature in black ink, appearing to read "Fernando Garza", written over a horizontal line.

Fernando Garza
Product Sales Manager
International Road Dynamics Inc.



702 - 43rd Street East, Saskatoon, Saskatchewan CANADA S7K 3T9 Telephone: (306) 653-6600 Facsimile: (306) 242-5599
US IRD Corp: Spring Grove, Illinois Telephone: 1-877-444-4IRD (4473) Facsimile: (306) 242-5599
www.irdinc.com



RE: Intercomp LP788

From: SOLIMAN Samer </o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=solimans">
To: JONES David P <david.paul.jones@rms.nsw.gov.au>, SINGH Jai <jai.singh@rms.nsw.gov.au>, JENKINS Raymond D <raymond.jenkins@rms.nsw.gov.au>
Date: Mon, 21 May 2018 12:18:07 +1000

Essentially we need to test any new scales available to understand if they are better than the old Intercomp ones which the build quality seemed very poor. We need scales to last at least 20 years.

Samer Soliman
Manager Heavy Vehicle Programs

From: JONES David P
Sent: Friday, 18 May 2018 5:04 PM
To: SINGH Jai
Cc: SOLIMAN Samer; JENKINS Raymond D
Subject: RE: Intercomp LP788

Hi All,

Assume they are certified, as this was the hold-up in March when I made initial enquiries with Jason from Accuweigh – they have been calibrated and labelled.

Regards

DJ

David Jones
Operations Manager Sydney West 1
Compliance Operations | Compliance and Regulatory Services
T 02 4734 9822 M 0408 609 894
www.rms.nsw.gov.au
Every journey matters

Roads and Maritime Services
81-85 York Road South Penrith NSW 2751

From: SINGH Jai
Sent: Friday, 18 May 2018 5:00 PM
To: JENKINS Raymond D
Cc: JONES David P; SOLIMAN Samer
Subject: Re: Intercomp LP788

Hi Ray,

They're static scales that got released last year that Accuweigh have provided for us to play with.

Not sure if the ones they've given are certified (will ask them on Monday).

Regards,
Jai

Sent from my iPhone

On 18 May 2018, at 3:00 pm, JENKINS Raymond D <Raymond.Jenkins@rms.nsw.gov.au> wrote:

Are they certified (what are they?)

Ray Jenkins

Sector Manager Sydney, Compliance Operations,
Compliance Branch
Compliance and Regulatory Services
T 02 8849 2890 F 02 8849 2886 M [REDACTED]
www.rms.nsw.gov.au
Roads and Maritime Services
110 George St Parramatta NSW 2150

From: JONES David P
Sent: Friday, 18 May 2018 1:17 PM
To: SINGH Jai
Cc: SOLIMAN Samer; JENKINS Raymond D
Subject: RE: Intercomp LP788

Hi Jai,

Scales have been received & will be evaluated next Wednesday at the Orchard Hills site from 06:00 to 12:00, both Samer & yourself are welcome to attend, if this date does not suit please advise accordingly.

Regards

DJ

David Jones
Operations Manager Sydney West 1
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Every journey matters

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81-85 York Road South Penrith NSW 2751

From: SINGH Jai
Sent: Friday, 18 May 2018 12:34 PM
To: JONES David P
Cc: SOLIMAN Samer
Subject: Intercomp LP788

Hi DJ,

Just wondering if you've received the set of LP788? If so, what is your availability like next week for us to attend the site and check it out, get feedback etc?

Regards,

Jai Singh
Business Systems Analyst | Heavy Vehicle Programs
Compliance
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110 George Street Parramatta NSW 2150

|

engage WSP to manage open tender

From: SOLIMAN Samer </o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=solimans">
To: michael.cudmore@wsp.com
Cc: LEE Alex <alex.lee@rms.nsw.gov.au>
Date: Mon, 18 Jun 2018 11:54:25 +1000

Hi Michael,

I got your email from alex dubois.
I need Nathan to manage a simple open-tender in the next couple months. Could you advise what is the best way to engage WSP for these consultation services?

Samer Soliman
Manager Heavy Vehicle Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
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Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

RE: photos and videos from orchard hills portable weigh scales trial

From: LEE Alex <alex.lee@rms.nsw.gov.au>
To: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
Date: Mon, 18 Jun 2018 13:21:05 +1000

Thanks for all the background info

Chees
Alex

From: SOLIMAN Samer
Sent: Monday, 18 June 2018 12:29 PM
To: LEE Alex
Subject: FW: photos and videos from orchard hills portable weigh scales trial

Some early feedback from the users regarding the portable scales trial happening now. The intercomp scales have been received poorly (poor build quality)....same as the HAENNI scales also. Poor feedback for various reasons. The IRD/PAT scales have received excellent reviews so far in the trial. Keep this in mind for the tender. It is critical to create the RFT to look at all aspects such as proven durability etc, and not just price.

Samer Soliman
Manager Heavy Vehicle Programs

From: JONES David P
Sent: Friday, 25 May 2018 5:46 PM
To: SOLIMAN Samer
Subject: FW: photos and videos from orchard hills portable weigh scales trial

Hi Samer,

Just to add to the negative issues with the LP788 scales, as an exercise, I switched all 6 x scales on & timed the period it took for them to automatically shut-down – 5 of the 6 scales took over an hour & the 6th scale did not shut-down but finally displayed a low battery message & then shut down, so in effect this scale drained the battery in 2 x days, as it is now displaying no battery charge. The remaining 5 x scales are now showing @1/3rd to ½ battery charge.

The new, modified 10A scale shuts down in @ 12minutes & our old original 10A scales take @ 15 minutes, so the claims by Intercomp in their operating manual about solar charging & battery life are questionable to say the least.

Regards

DJ

David Jones
Operations Manager Sydney West 1
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Roads and Maritime Services
81-85 York Road South Penrith NSW 2751

From: JONES David P
Sent: Friday, 25 May 2018 2:24 PM
To: SOLIMAN Samer
Cc: SINGH Jai; LEE Alex
Subject: RE: photos and videos from orchard hills portable weigh scales trial

Hi Samer,

I concur with your observations, especially concern over long term usage/performance regarding the LP788 scales.

One of my teams used the LP788 scales again today and made similar comments & also experienced another scale not zeroing back (stuck on 200kg).

The PAT 10A III, in modified form, meets all current requirements and has proven in the past to be reliable & long lasting. My teams that have been using the new 10As for the past year are most satisfied and praise their operation, especially the lighter weight, ease in operation with the attached wheels and battery consumption.

Regards

DJ

David Jones
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Every journey matters

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81-85 York Road South Penrith NSW 2751

From: SOLIMAN Samer
Sent: Friday, 25 May 2018 1:51 PM
To: JONES David P
Cc: SINGH Jai; LEE Alex
Subject: photos and videos from orchard hills portable weigh scales trial

Thanks for letting me come on site with you DJ.

I've uploaded some videos and photos from the trial to:

H:\CEB\Portable Weigh Scales

The drive letter may be different on your computer. Look for the [\\PARRDA01\DATA](#) network drive.

My overall impressions were that I was satisfied with the new PAT 10AIII scale design and the quality of the modifications. It performed well under weighing also with no obvious issues.

The Intercomp LP788 scales seemed to be built with a much lower build quality. We noticed the Sikaflex/silicone applied around the weigh pad surface. This is obviously not from factory. Also, the potential permanent damage to the load cell(it was stuck on 200kg after the load was removed) after just the 2nd weigh. The scales were also buckling and shifting/lifting off the asphalt during weighing as per one of the videos in the mapped drive. I suspect these scales would not last too long in the field.
They seemed awkward to move around also.

Let me know your thoughts DJ?

Samer Soliman

Manager Heavy Vehicle Programs

Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services

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Roads and Maritime Services

99 Phillip st Parramatta NSW 2150

Meeting with Nathan from WSP

Where: +Octagon Meeting Room 6G
When: Fri Jun 29 10:30:00 2018 (Australia/Sydney)
Until: Fri Jun 29 11:30:00 2018 (Australia/Sydney)
Organiser: LEE Alex <"/o=rta/ou=sydney/cn=recipients/cn=leesk">
Required Attendee: nathan.chehoud@wsp.com
Optional Attendees: ~ <_8c7d1@rta.nsw.gov.au>
SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>

Initial Meeting to discuss scope of work and background information regarding to the upcoming open tender for portable weigh scales

FW: Portable weigh scales - procurement options

From: SOLIMAN Samer </o=rta/ou=exchange administrative group (fydibohf23spdl)/cn=recipients/cn=solimans">
To: "Chehoud, Nathan" <nathan.chehoud@wsp.com>, LEE Alex <alex.lee@rms.nsw.gov.au>
Date: Fri, 29 Jun 2018 11:48:37 +1000
Attachments: procurement_manual.pdf (1.55 MB)

Nathan,

Procurement manual attached.

Also, my below email is for your consideration. The goal is to get the procurement over the line as fast as possible with the best scale on the market. If you could advise on your previous experiences with gaining exceptions for government procurement of this size (approx. \$4.7M) and requirements, that would help our decision with which procurement option to take.

Samer Soliman
Manager Heavy Vehicle Programs

From: SOLIMAN Samer
Sent: Friday, 29 June 2018 11:45 AM
To: JANSEN Arnold
Subject: Portable weigh scales - procurement options

Good morning Arnold,

As requested, there are 2 options to procure the portable weigh scales this financial year.

1) **Option 1:** ~2 month time frame to award contract.

Gain an exception to bypass the tender process based on the following 'exception reasons' from the procurement manual which apply to this procurement:

- **"Insufficient time to conduct a formal RFx because of an immediate requirement. For example, a situation where work needs to be done immediately due to public safety":** As has been previously documented, the lack of functional portable weigh scales increases the risk of over-mass heavy vehicles operating on NSW roads, leading to accidents (injury, death and reputational damage to RMS)
- **"Absence of competition for technical or policy reasons (e.g. security)":** the tender which was run last year for procurement of 125 scales showed that the successful supplier in fact was the only one which met the requirements. This supplier is the sole supplier for the IRD scales which have been used by RMS for 30 years.
- **"Experience, expertise, type and/or quality of goods or services required only available from a single supplier":** a scoping study has been run to assess the quality and durability of all leading scales on the market and this study also conclusively showed that the Swiss made IRD scale is the clear winner in every KPI.

The procurement manual is available here:
http://home.rta.nsw.gov.au/dts/cserv/os/original/ccp/procurement_manual.pdf

2) **Option 2:** ~ 6 month time frame to award contract.

Run an Open-Tender(RFT).

This is my preferred option. However I understand the need to procure these scales quickly due to the risks mentioned above.

Samer Soliman
Manager Heavy Vehicle Programs
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Procurement Manual

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07/08/2015	2	Procurement Manual Revised	Procurement Branch
01/07/2016	3	Procurement Manual Revised	Procurement Branch
01/08/2017	4	Procurement Manual Revised	Procurement Branch
30/04/2018	5	Procurement Manual Revised - sections: 2.5, 2.6, 2.7	Strategic Procurement BSD

CONTENTS

PROCUREMENT MANUAL	1
REVISION HISTORY	2
INTRODUCTION.....	6
TIPS FOR READING THIS MANUAL.....	7
1. PROCUREMENT GOVERNANCE	7
1.1. NSW GOVERNMENT PROCUREMENT FRAMEWORK.....	7
1.2. ACCOUNTABILITIES TO EXTERNAL AUTHORITIES	8
1.3. ROADS AND MARITIME GOVERNANCE	8
1.3.1. <i>Roles and Responsibilities.....</i>	<i>8</i>
1.3.2. <i>Procurement Oversight Group.....</i>	<i>9</i>
1.3.3. <i>Transport Shared Services</i>	<i>9</i>
1.3.4. <i>Category Management</i>	<i>9</i>
2. THE BASICS TO KNOW BEFORE YOU BUY	10
2.1. BEHAVE ETHICALLY AND DELIVER VALUE FOR MONEY	10
2.2. ACT ACCORDING TO RISK AND VALUE	12
2.3. FOLLOW THE RULES.....	13
2.4. USE EXISTING ARRANGEMENTS - DON'T REINVENT THE WHEEL!	14
2.5. ENGAGING A PROFESSIONAL SERVICES CONTRACTOR	15
2.6. ENGAGING A CONSULTANT	16
2.7. ENGAGING A LABOUR HIRE	16
3. PLANNING	17
3.1. DEMAND ANALYSIS	17
3.2. MARKET ANALYSIS	18
3.3. PROCUREMENT STRATEGY	21
3.3.1. <i>About Work Health & Safety, Environmental & Social Responsibility</i>	<i>22</i>
3.3.2. <i>Tender and Quote Templates</i>	<i>23</i>
3.3.3. <i>Exceptional Circumstances Exemptions.....</i>	<i>24</i>
3.3.4. <i>About Assessment Criteria.....</i>	<i>26</i>
4. SOURCING	27
4.1. APPROACH THE MARKET	28
4.1.1. <i>Prepare the Documentation</i>	<i>28</i>
4.1.2. <i>Advertise and Disclose EOI / RFP</i>	<i>30</i>
4.1.3. <i>Manage Response Process</i>	<i>31</i>
4.2. REGISTERING BIDDERS IN TRANSPORT EQUIP	32
4.3. EVALUATE AND AWARD.....	32
4.3.1. <i>The Tender Assessment Evaluation Panel and Tender Evaluation Plan</i>	<i>33</i>
4.3.2. <i>Setting Assessment Criteria</i>	<i>34</i>
4.3.3. <i>Managing Clarifications</i>	<i>35</i>
4.3.4. <i>Assessing Tenderers.....</i>	<i>36</i>
4.3.5. <i>Selecting the Successful Tenderer.....</i>	<i>38</i>
4.3.6. <i>Negotiation.....</i>	<i>39</i>
4.3.7. <i>Cancellation or Withdrawal of a Tender.....</i>	<i>39</i>
4.3.8. <i>Award Contract</i>	<i>40</i>
4.3.9. <i>Contract Disclosure and Record.....</i>	<i>41</i>
4.3.10. <i>Raise Purchase Requisitions and Purchase Orders</i>	<i>42</i>
4.4. COMMUNICATE AND TRANSITION.....	43
4.4.1. <i>Transition Out.....</i>	<i>43</i>
4.4.2. <i>Transition In.....</i>	<i>43</i>

5. MANAGING	44
5.1. CONTRACT MANAGEMENT.....	45
5.1.1 RECEIPTING OF GOODS AND SERVICES.....	46
5.2. PERFORMANCE MANAGEMENT.....	46
5.2.1. <i>Measure Performance and Drive Continuous Improvement</i>	46
5.2.2. <i>Track and Report Benefits</i>	47
5.3. CONTRACT REVIEW	48
5.3.1. <i>Reflect on the Contract</i>	48
5.3.2. <i>Contract Expiry</i>	48

Message from the Chief Executive

Roads and Maritime Services is committed to keeping the customer at the centre of everything we do. The agency strives to deliver the highest standards of customer service and provide value for money by operating efficiently.

The Procurement Manual is an important document that supports our vision of achieving the best value for money for the NSW Government and the public. The manual provides assurance to NSW taxpayers that the agency, our staff members and procurement processes operate with complete integrity, reflecting our values.

This manual has been built to make it as straightforward and user-friendly as possible for all Roads and Maritime staff involved in procurement activities.

It is of the highest importance that all Roads and Maritime staff can demonstrate procurement is carried out:

- In accordance with the law
- Transparently without hidden agendas
- Fairly and impartially
- Honestly and without any perceived conflicts of interest.

This document governs all procurement of goods and services for non-construction and construction related activities. It excludes;

- Real estate (sale and purchase)
- Grants, subsidies and sponsorships.

The [Roads and Maritime Procurement Policy](#) is underpinned by the [NSW Procurement Board Goods and Services Policy Framework](#). At appropriate stages through the Procurement Lifecycle, this manual directs users to other manuals and resources including the Engineering Contracts Manual and Organisation Delegations Manual.

I approve this version of the Procurement Manual from the effective date shown on the cover page.

Signed



Ken Kanofski
Chief Executive

Introduction

You are probably here because you want to know how to acquire goods and services from a supplier or contractor. As part of Roads and Maritime Services, you are spending public money and have the responsibility and accountability when doing so.

To help you do it effectively and in accordance with all rules related to NSW Government and Roads and Maritime policies – probity, fairness, transparency, value for money – the Procurement Branch has developed a three part set of guidelines:

1. [The Procurement Policy PN195](#) presents the key rules and principles you need to know before acquiring products and services from suppliers. It is a 'must read' before getting involved in procurement at Roads and Maritime.
2. The Procurement Manual is your reference document on procedures and good practices when acquiring goods, services, materials and equipment. In other words, 'what you should do and why you should do it'.
3. Templates and tools to help you implement good practices throughout your procurement process.

These documents are available on the [Procurement Branch intranet](#). If you have any questions, please contact RMS.Procurement@rms.nsw.gov.au.

At appropriate stages through the Procurement Lifecycle, this manual directs users to other manuals and resources including the [Organisation Delegations Manual](#) and [Engineering Contracts Manual](#). The Engineering Contracts Manual details additional activities for Construction Industry related contracts.

Construction Industry includes all organised activities related to construction, demolition, dismantling, alteration, extension, restoration, repair, maintenance, installation, building, landscaping, civil engineering, process engineering, heavy engineering and construction work in mining. This includes professional services related to Construction Industry contracts.

For further advice about the appropriate application of Construction Industry contracts, including Professional Services, contact the [Commercial Services Branch](#), Technical and Project Services Division.



For Information Communication Technology (ICT) procurement, please refer to the [IM&IT Commercial Management](#) intranet.

The Regional Maintenance Branch has a dedicated procurement team who can be contacted via the [RM Intranet](#) page or e-mail RMD.Procurement@rms.nsw.gov.au. Related documents can be found at [ROMS Procurement](#)

Transport Shared Services (TSS) has a key role in supporting the objectives of the Transport cluster by delivering transactional and value-add business services across four functional streams of Financial Services, Human Resource Delivery, Procurement Services and Asset Management and Workplace Services. For further information visit the [Transport Shared Services Intranet](#).

Tips for Reading this Manual

Two icons will help you navigate easily through the information in this manual.

The 'Toolbox' icon		The 'Top Tips' icon	
	When you see this icon, it will list all the templates, guidelines and other information related to the content presented in the section.		When you see this icon, you will find top tips relating to the section you are reading – key points explained, questions answered and essential information highlighted to help you find out more.

You will also see references to [BuyWays](#). This is a section of the Procurement intranet dedicated to information on existing arrangements for goods and services. If you are looking for definitions, refer to the [Procurement Manual Definitions](#) document on the Procurement intranet site.

1. Procurement Governance

This section advises you on how Roads and Maritime manages its overall procurement activity.



The **Procurement Branch** is a team of procurement professionals in the development of procurement strategy and initiatives. The team also has practical experience in running tenders, negotiating with suppliers and managing contracts.

- The **Procurement Oversight Group**, is a key decision making body bringing together senior managers across Roads and Maritime and Transport Shared Services.
- **Category Management** looks at better ways to manage similar types of expenditure.

1.1. NSW Government Procurement Framework

The NSW Procurement Board is responsible for overseeing the Government's procurement system, setting policy and ensuring compliance. It has the statutory power to issue directions to NSW Government agencies, make decisions and monitor the progress of agency compliance. The Board authorises agencies to conduct its own procurement of goods and services.

The relevant governing legislation, policies and directives are the [Public Finance and Audit Act 1983 \(NSW\)](#), [NSW Procurement Board Procurement Policy Framework \(July 2015\)](#) (Treasury issued), and all Premiers' Circulars issued by the Department of Premier and Cabinet, which advise on key changes and developments in the Government's procurement policy framework.

1.2. Accountabilities to External Authorities



ICAC
State Records Act

[ICAC Website](#)
[State Records Act Legal Factsheet](#)
[State Records Act RMS Local Operating Procedure](#)

Comprehensive and well documented records must be maintained on all acquisitions of goods or services, in accordance with the [Record Keeping Policy](#) and legal obligations under the State Records Act 1998.

The State Records Act (1.7 of Standard 12 section 13(1)) requires NSW Government Agencies to identify and address records and information management responsibilities in outsourced, cloud and similar service arrangements. The Roads and Maritime's [Local Operating Procedure](#) "Identifying and addressing records and information management responsibilities in outsourced, cloud and similar service arrangements" is designed to assist Roads and Maritime to discharge its obligations under Part 2 'Records management responsibilities' and Part 3 'Protection of State records'.

Procurement documents may be examined by the Audit and Risk Branch, the Independent Commission Against Corruption (ICAC), NSW Police and any member of the public under the [NSW Government Information \(Public Access\) Act 2009](#).

The awarding of contracts where there is a conflict of interest may constitute corrupt conduct which may be referred to the Audit and Risk Branch or ICAC for investigation. Please refer to section 2.1 'Behave ethically and deliver value for money' for more information on probity.

1.3. Roads and Maritime Governance

1.3.1. Roles and Responsibilities



Contact [Procurement - Business Services Division](#)
[Commercial Services – Technical & Project Services Division](#)

The Procurement Branch's role, as part of the Business Services Division, is to provide a strategic, centre-led focus to procurement at Roads and Maritime using tools, advice and systems to reduce cost, improve performance, mitigate risk and support the procurement activities within divisions. It does this through the development and implementation of an effective and flexible central framework, by being a control point and leader in the development of procurement strategy and initiatives.

Each Division within Roads and Maritime is responsible for administering its own procurement (and has accountability under the Organisation Delegations Manual) from the development of procurement strategies, management of tendering and evaluation through to post contract award activities.

The role of Commercial Services within Technical and Project Services Division, is to provide a centre-led focus to construction industry procurement and contract management at Roads and Maritime. Commercial Services provides advice to reduce costs, improve performance, mitigate risk and support procurement and contract management on

construction and construction related activities across the Divisions. Commercial Services works closely with the Procurement Branch to ensure consistency in procurement and contract management. Commercial Services also maintains the Engineering Contract Manual used for the procurement and management of construction projects.

1.3.2. Procurement Oversight Group



More info [Procurement Oversight Group Terms of Reference](#)

The Procurement Oversight Group is a senior management team across all Divisions with procurement responsibility that meets on a bimonthly basis. The group's role is to establish and champion a procurement community of practice, coordinating procurement expertise across the organisation and standardising processes, documents, systems and roles to create a culture of information sharing and professional development.

1.3.3. Transport Shared Services



More info [Transport Equip Intranet](#)

Transport Shared Services manages the sourcing activity for [Indirect Spend](#) on behalf of Roads and Maritime when:

- It is under \$250k (incl GST) and not against a priced catalogue or panel; (eg labour hire and professional services);
- It is under \$250k (incl GST) and no catalogue or panel contract exists;
- It is over \$250k (incl GST) and there is no panel or other form of contractual arrangement.

1.3.4. Category Management



Current Arrangements	BuyWays
NSW Govt Arrangements	ProcurePoint
Category Template	Category Plan template

In line with NSW Procurement Board directives, we have looked at the different goods and services we procure and grouped them into "categories" to ensure better purchasing options and to manage similar items or types of expenditure more effectively. This includes researching the external market and what other organisations are doing.

Category Management is seen as a methodology and process for systematically managing the procurement where the 'portfolio buying' approach is put into practice. For maximum

effectiveness, category management within a strategic procurement framework should be a continuous and embedded process which demonstrates the agility to meet the demands of a dynamic supply market and business.

A Category Management Plan provides a strategic plan for goods and services and is managed by the Category Manager. For example, Roads and Maritime purchases a lot of contract labour and has a category plan covering this type of service.

When buying, make sure you act in a way that is consistent with existing category plans and consult with Category Managers.

2. The Basics to Know Before You Buy

2.1. Behave Ethically and Deliver Value for Money



Value for Money	NSW Government Statement on Value for Money
Probity/Ethics	Probity Adviser Factsheet Code of Conduct and Ethics Statement of Business Ethics



- | | |
|---|---|
| <ul style="list-style-type: none"> • Deliver value for money (VfM) <ul style="list-style-type: none"> – It is not just about \$\$\$ • Treat all suppliers fairly and equally • Assess risks and manage them accordingly | <ul style="list-style-type: none"> • Follow the rules – delegations, thresholds... • Check if there are existing agreements • Planning is a good investment of your time! |
|---|---|

Acquiring goods and services from a supplier for Roads and Maritime is a huge responsibility. It's the responsibility to spend public money in the most effective way possible, while being irreproachable in terms of probity, fairness and transparency.

Achieving value for money does not mean choosing the cheapest price or highest quality supplier. Value for money is achieved when the optimal procurement solution is selected to meet our need.

Our **procurement lifecycle** (see below) is the process we have put in place to help you achieve this. It's cyclical rather than a linear process, and drives continuous improvement from one contract to the next. This is a globally accepted procurement process and aligns Roads and Maritime to procurement best practice.

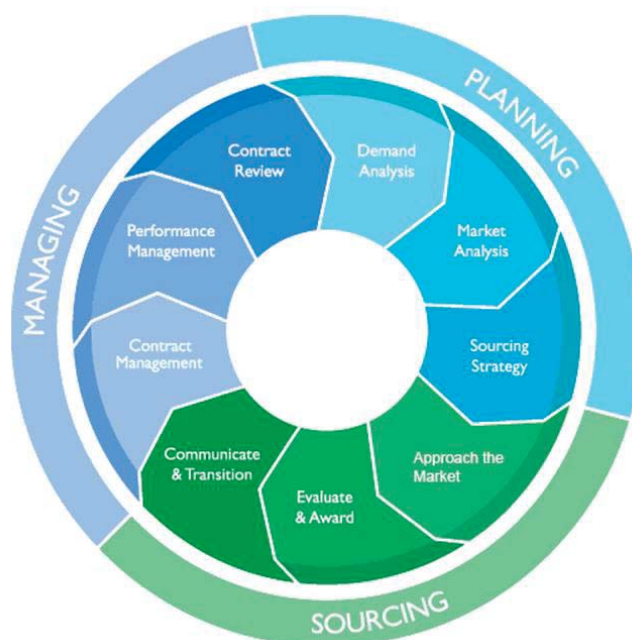
Probity means acting in a way that is demonstrably honest, fair and transparent. In the context of a procurement process, it is often used in a general sense to mean a defensible process which is able to withstand internal and external scrutiny – one which achieves both accountability and transparency and provides tenderers with fair and equitable treatment.

Procurement is too often considered as only a 'go to market' activity. Insufficient time and analysis in the planning stage leads to increased levels of effort through contract and relationship management.

The aim of the procurement life-cycle is to ensure we reverse this trend by allowing:

- More time for research and analysis during the planning stage to identify solutions that will meet requirements.
- More focus on supplier relationships and performance management to deliver increased benefits and spend less on resolution of conflicts and issues once the contract has been put in place.

Roads and Maritime Procurement Lifecycle



- **Planning** ☐ **Think strategically** ☐

This stage enables you to define the best strategy for your procurement. While it might take time initially, it saves time in the long run and makes it easier to manage contracts.



- **Sourcing** ☐ **Be fair and transparent and choose the best supplier** ☐

In line with NSW Government requirements, the main objective when sourcing goods and services must be selecting the best solution for Roads and Maritime, within a framework of probity and fair dealing and best value for money.



- **Managing** ☐ **Deliver value for money** ☐

Selecting the best supplier does not mean we will deliver the best outcome in the end. You must monitor performance, contract commitments and drive continuous improvement with the supplier to ensure quality of service, savings or risk management are delivered. You must ensure Roads and Maritime obtains what it paid for.

2.2. Act According to Risk and Value



Risk – Tool

Business Case – Policy

Business Case - Template

[Risk Checklist](#)

[Business Case Policy](#)

[Light Business Case Template](#)

[Small Business Case Template](#)



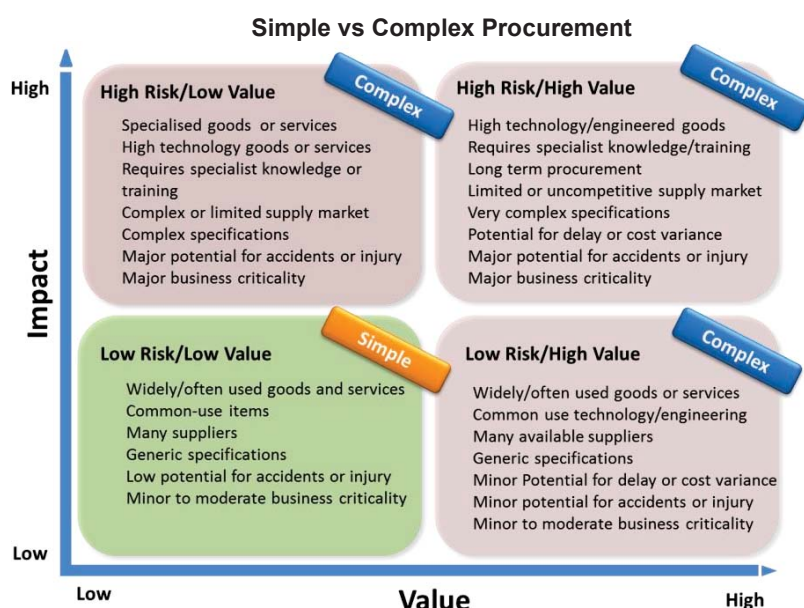
• **Can I delegate the management of a risk to the Audit and Risk Branch?**

• **No.** Divisions are responsible for managing their risks, even though they can get advice from the Audit and Risk Branch.

It is useful to think of any procurement in terms of whether it is **‘simple or complex’**. Although many of the steps you will need to go through for both are similar, the amount of time spent and the level of effort and documentation will vary significantly.

Low value does not necessarily mean low risk. There are many types of expenditure, such as IT software licenses, that are relatively in-expensive but can expose the supplier and Roads and Maritime to significant risk if the work is not properly carried out. To work out how much effort is necessary; consider both value and risk.

As a general rule, the greater the risk and/or the higher the value, the more effort is required in planning and documentation. Although risk may not be determined by price, low value activities and items can carry a high risk as shown in the diagram below.



If the risk is considered to be high think about what action you could take to lower it. Risk management is best done as a team exercise with other stakeholders and should cover:

- Assessing the risk - context, description, impact and likelihood of impact.
- Control the risk through elimination, substitution, isolation or exposure reduction.

In deciding on mitigating actions it is important to consider two principles:

- The cost of managing the risk. This needs to be consistent with the benefits obtained.
- Who is going to be responsible for addressing the risk within the timeframe? This needs to be the most suitable candidate based on skills and experience to control and manage it.

Risk Management is a key element in the decision making process for the Procurement Strategy. Please consider the use of the [Risk Checklist](#) to help you identify risks.

If the value is high, check if you need to submit a **Business Case**. The NSW Government Treasury requires agencies to submit business cases for review for projects. Non-construction related procurement is subject to the [Treasury's Gateway Review System](#).

2.3. Follow the Rules

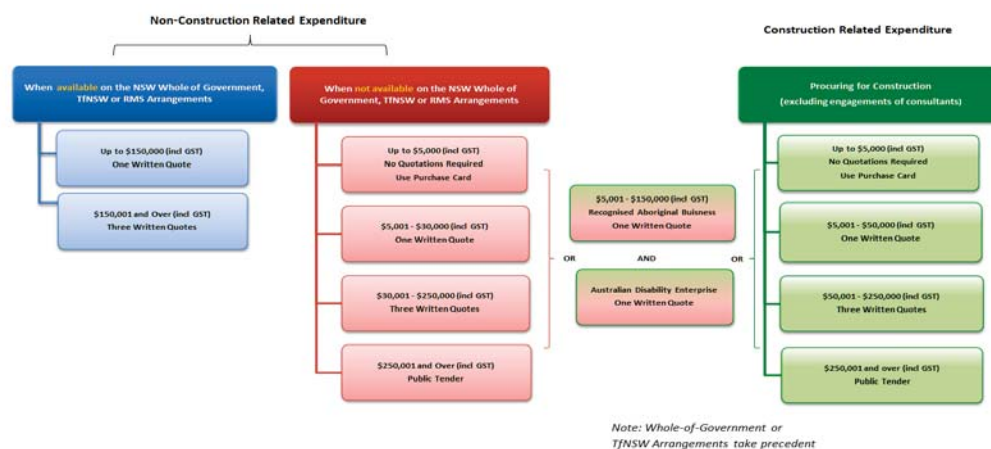


Delegations	Organisation Delegations Manual
<input type="checkbox"/> Unsolicited Proposals	Unsolicited Proposals
RMS Policy <input type="checkbox"/>	Purchasing Card Policy
Procedures	Purchasing Card Procedure
	Procurement Policy PN195

The **delegation of procurement functions** has been made to enable managers and others to carry out their responsibilities in an efficient and effective manner. These procedures also ensure Roads and Maritime staff comply with the requirements of a range of legislation governing the management of funds. Please refer to the Organisation Delegations Manual for details of who has the authority to execute key stages in the procurement process. Examples include budget approval, procurement strategy, exceptional circumstances exemptions, supplier selection and contract award.

The thresholds aim to make sure you get the right level of competition according to the estimated value of the contract.

Roads and Maritime Procurement Thresholds



Please note NSW Government Agencies are allowed to purchase goods and services directly from approved [Australian Disability Enterprises](#) on the basis of a single written quote, including goods or services provided through whole of government contracts. Recognised [Aboriginal businesses](#) can also be engaged directly by a single quote up to the value of \$150,000 (including GST).

Contract and Order splitting is not allowed. You must not create multiple shopping carts or orders for the purpose of reducing the contract value in order to bypass a procurement threshold or delegation limit.

If you need an exemption from any of these rules, for example, to run a select rather than open tender or to enter into direct negotiations with a single supplier instead of calling three quotes, then you will need to obtain an Exemption for Exceptional Circumstances. See section 3.3.3.

In accordance with [The NSW Treasury TPP 17/09](#), the NSW Government has mandated the use of purchasing cards for all transactions up to \$5,000 (including GST) and to replace cheques with electronic payment methods where applicable. The [Purchasing Card Policy](#) allows internet purchases and permits usage for urgent purchases of personal protective equipment (PPE). This excludes contingent labour hire and professional services.

2.4. Use Existing Arrangements - Don't Reinvent the Wheel



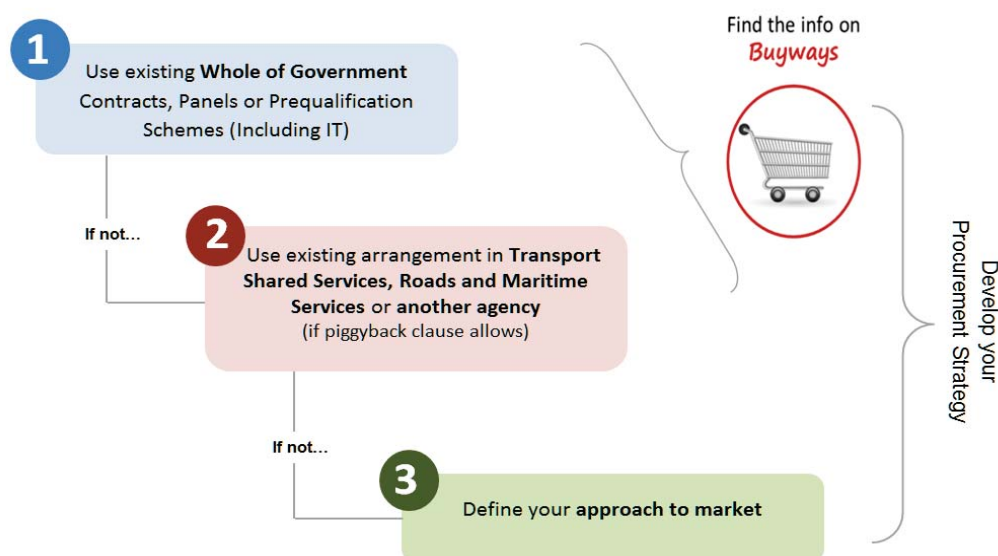
Existing RMS NSW Arrangements	BuyWays
Whole of Government Arrangements	NSW Govt Arrangements
Australian Disability Enterprises	Australian Disability Enterprises
Aboriginal Businesses	Direction 2013-04
WoG Prequalification Schemes	Prequalification Schemes

Prequalification schemes and panels may be Whole-of-Government (WoG) or internal to Roads and Maritime. Roads and Maritime is obliged to refer to a prequalification scheme or panel wherever it is relevant and this can save a lot of time. These arrangements are:

- **Prequalification Schemes:** are lists of suppliers that have been evaluated against a list of criteria to ensure they meet defined capability standards. Buyers can then issue an RFQ to all or a selection of suppliers in line with the guidelines for the scheme. The RFQ will focus on 'value for money' as the scheme will already have confirmed technical ability. Prequalification Schemes may be internal Roads and Maritime panels or external Whole of Government ones. (See links above)
- **Panels:** a panel normally goes a step further so that panel members will have been evaluated both for capability and for value for money and the panel Deed will stipulate their rates. Where panel members have already been evaluated for value for money and the rates are set then Roads and Maritime can place an order without having to seek competitive quotes. Consideration should be given as to whether panel members might offer even better rates if competitive quotes are sought from the panel.

Before approaching the market (Direct Spend) or seeking assistance from TSS (Indirect Spend) you are to follow the three steps shown below.

Three steps to avoid reinventing the wheel



To check if the goods or services you want to acquire are covered by an existing arrangement, simply refer to [BuyWays](#) on the Procurement intranet and click on the appropriate category. If it is not covered by BuyWays, check the [whole-of-government contracts register](#) for NSW Government arrangements on Procurepoint.

If you do not use existing arrangements you will need to demonstrate that you know how to deliver 'value for money' in any procurement you are responsible for. For example, a Procurement Strategy for a simple procurement may be as short as a few pages, but for a complex procurement activity the Procurement Strategy will be more detailed and involve a number of stakeholders. If you have any queries before you go to market, please contact the Procurement Branch.

2.5. Engaging a Professional Services Contractor



NSW Govt Schemes

[Performance & Management Services Scheme 0005](#)
[ICT Services Scheme 0020](#)
[Procurement Board Direction PBD-2015-04](#)
[Standard Commercial Framework](#)

A Professional Services Contractor (PSC) is an organisation or individual(s) engaged to provide specialist skills or capability to deliver a specific outcome or enhance the service delivery of a business unit. The level of skill required would not normally be sourced from a routine labour hire provider.

It is a Whole-of-Government (WoG) preferred requirement that all Professional Services Contractors (non-construction) are procured via the Standard Commercial Framework, within the [WoG Performance and Management Services prequalification scheme 0005](#). Except ICT Services, which are procured via the [WoG ICT Services Scheme 0020](#).

There are two types of suppliers listed under the Standard Commercial Framework – ‘compliant’ and ‘non-compliant’ suppliers. The list of suppliers can be accessed via the [WoG Performance and Management Services prequalification scheme](#).

The Standard Commercial Framework allows direct negotiation with ‘compliant’ suppliers up to \$250k (incl GST) against the [capped daily rates](#).

A minimum number of 3 quotes will be required in the following circumstances:

- If a non-compliant supplier is invited to submit a proposal (Secretary approval is required before engaging)
- If the High End Strategy Advice category is used (applicable to compliant and non-compliant suppliers)
- If the daily rate exceeds the capped daily rates (applicable to compliant suppliers)

For all other circumstances, the required minimum number of quotes remains as per the existing [Roads and Maritime Procurement Thresholds](#).

2.6. Engaging a Consultant

A consultant is a person or organisation engaged under a contract on a temporary basis to provide recommendations or specialist high level advice to assist strategic decision making by management.

All consultant engagements over \$50,000 are reported in the Agency Annual Report to DFSI, therefore Chief Executive approval is required prior to engaging a consultant for high level specialist advice. Please refer to section 1.3-2000 of the [Organisation Delegations Manual](#) for further guidance.

Consultants are required to be procured via the Whole-of-Government Standard Commercial Framework, within the [Performance and Management Services Scheme 0005](#). Please refer to section 2.5 for further guidance on how to procure from this scheme.

2.7. Engaging a Labour Hire



NSW Govt Scheme Factsheets

HR Procedure

[Contingent Workforce Scheme 0007](#)

[Labour Hire Factsheet](#)

[Initiating & Extending Labour Hire Factsheet](#)

[Guide to Labour Costing](#)

[Labour Hire Engagement & Management Procedure](#)

Labour Hire is an individual engaged to replace or augment the workforce in the core service delivery of the business unit. Can also be referred to as skill hire or contingent labour. The Labour Hire will be under line manager direction and supervision.

It is a Whole-of-Government mandatory requirement that a Labour Hire is procured via the [Contingent Workforce Scheme 0007](#).

Please refer to the [Labour Hire factsheet](#) for further guidance.

3. Planning

Think strategically □ While planning might take time initially, it saves time in the long run and makes it easier to manage a contract. This stage involves consulting stakeholders to define Roads and Maritime's 'real' need. This combined with analysing how the supply market works will ultimately define the best Procurement Strategy. It can be quite informal and take only a few hours for a simple procurement, or be more formalised and take up to a few months for high risk/value procurement.

Remember if the goods or services are part of a broader Category Plan, the Category Manager will be able to provide you with support to plan work (see '[Category Management](#)'). Remember an agreement may already exist for the goods or services (see '[Don't reinvent the Wheel](#)'), which will save you a lot of time!

If you have any questions about planning, please contact the Procurement Branch within Business Services Division.

3.1. Demand Analysis



Stakeholders Mapping

[Stakeholders' Interests and Influence Matrix](#)



- Think about the '**real**' need and challenge habits
- Consult and manage **key stakeholders**

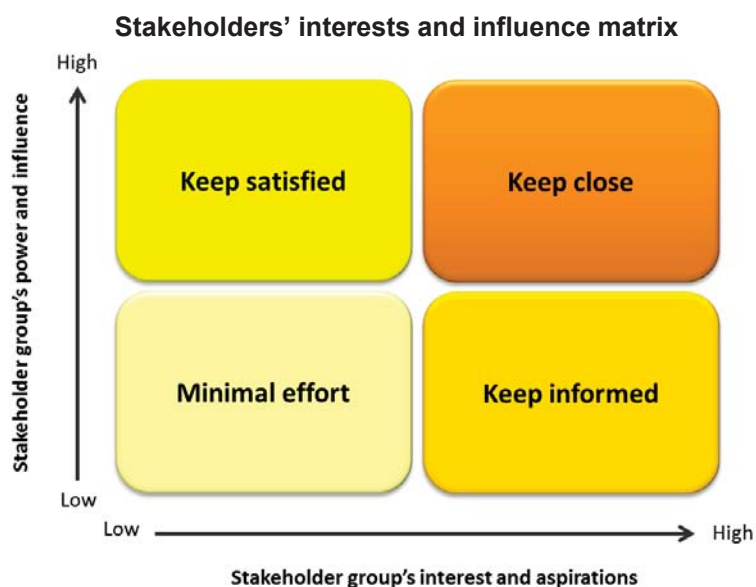
- Know what you **spend** and who you spend it with

Getting a good understanding of what Roads and Maritimes 'real' needs is a critical step in buying a good or service that is fit for purpose, while achieving value for money.

Some major **demand-related opportunities** can be identified at this stage. When analysing the need, think about what alternative options exist that could deliver the same outcome in a superior way. Challenge the need, reduce the frequency of use/consumption, identify alternative methods of meeting demands, encourage reuse/recycle where applicable, simplify and/or standardise specifications to reduce the goods and/or service range and the complexity.

Also think about **who needs to be involved**, and engage them early to confirm they are in agreement with the direction you are suggesting. If a team is responsible for the procurement make sure they have the key stakeholders involved and the necessary skills and experience.

If any changes may have an impact on the way things currently work, you may need to map the stakeholder's power and influence against their interest and aspirations and then develop an appropriate engagement and communication plan (workshops, interviews, etc.).



Analysing spend data is also a key element of this stage as it enables you to answer the following key questions:

- What is Roads and Maritime really spending now and what should it spend in the future (per good or service, by division)?
- Who is Roads and Maritime spending with?
- Did Roads and Maritime get what was promised for spend under previous arrangements?
- What's the ratio of spend on and off the current contract?

3.2. Market Analysis



Tools	Supplier Positioning
	Supplier Preference
	Porters Five Forces
Contacts	Contact Procurement Branch
Sole Traders	Sole Traders Fact Sheet
Sanctions and Embargoes	Trade Sanctions Fact Sheet
Trustees □ Trusts	Trustees & Trusts Fact Sheet
Trusts Guidelines	Contracting with Trusts Guidelines
Foreign Investment	Foreign Investment Legislation and Regulations Act
	Australia's Foreign Investment Policy



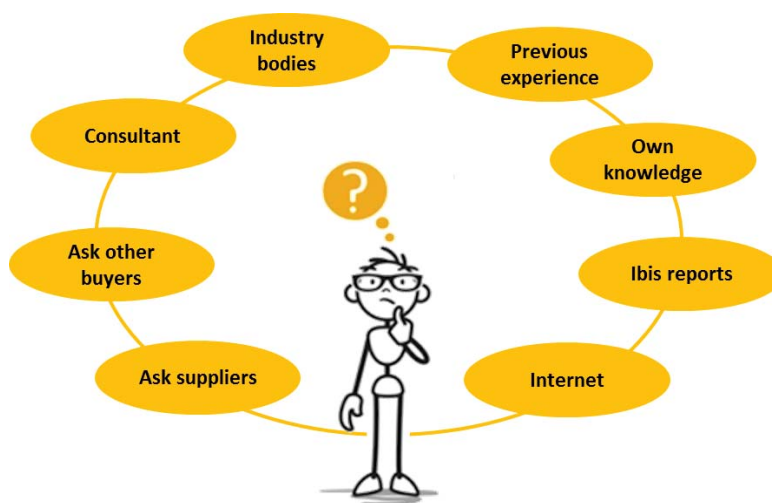
- Quick Guidelines to understanding the **supply market**
- Know your **strengths and weaknesses** versus the supply market

Analysing the supply market Roads and Maritime is procuring from enables you to understand key suppliers, competitiveness, innovation, cost drivers and the direction in which the agency is headed. It also gives you information about the agency's buying power and the suppliers' perception of our value as a customer. In other words, make sure you know as much (or more) than the suppliers themselves.

If no contract exists for the goods and services, conduct an analysis of the supply market through consultation with internal experts, peers in other agencies, market experts, industry groups or reports. Your analysis may include the following considerations:

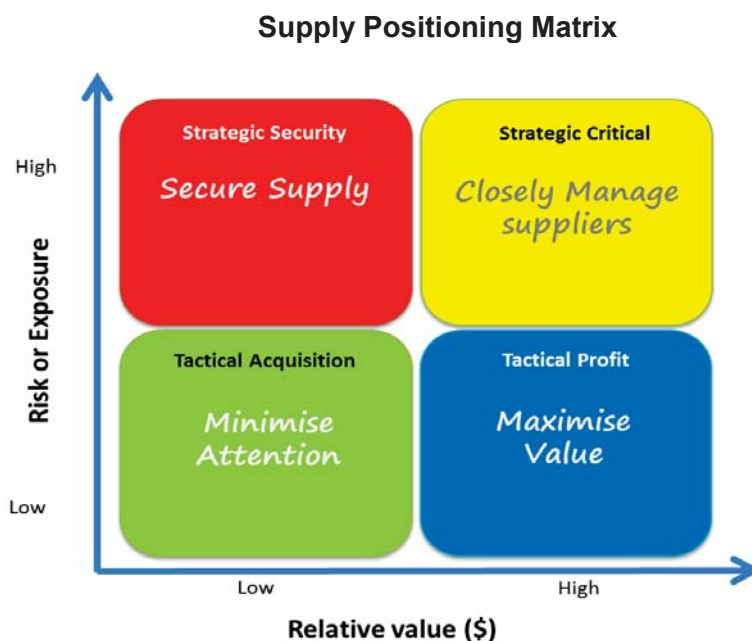
- Number of key suppliers in the market
- Capabilities of suppliers and capacity to continue to meet delivery demands
- Cost drivers
- Level of competitiveness of the market
- Market trends
- Size of the market
- Technology influences
- Solutions implemented by other Government entities, both Australian and international and relevant private sector organisations.

Market analysis - Source of information



If appropriate, you may also consider using the following **analytical tools** to get a better understanding of your strengths and weaknesses against the supply market:

- **Supply Positioning**: Identify how important the goods or services are to Roads and Maritime to plan the approach you take to the market and the level of effort used in the procurement.
- **Supplier Preferencing**: Gauge your value as a customer to suppliers to determine the extent to which you can influence the market. In other words, is Roads and Maritime an attractive customer, an exploitable customer, or a nuisance customer?
- **Porters Five Forces** □ Balance of power. Assess in a few minutes the relative strength of Roads and Maritime's buying position versus the supplier.



Please contact the Procurement Branch for further advice on how to conduct market analysis.

Additional rules that apply when analysing the supply market:

- **Sole Traders** – Roads and Maritime prefers to deal with companies instead of sole traders where possible, because sole traders represent increased risks related to workers compensation. However, rejecting sole traders or requiring them to incorporate may unfairly exclude or discourage Small and Medium-sized Enterprises (SMEs). Refer to the [Sole Traders Fact Sheet](#) for more information and risk mitigation strategies.
- **Trusts** – When dealing with a Trustee, Roads and Maritime should sight evidence that the Trustee is the lawful trustee of the Trust. For example, a letter from its accountant or a certified copy of the Trust Deed showing the Trustee's name. See the [Trustee & Trust Legal Factsheet](#) for the correct name and ABN to use on contracts or follow [contracting with trusts guidelines](#).
- **Prohibited and restricted imports** - Roads and Maritime must not procure goods prohibited or restricted under the [Customs Act 1901](#)
- **Trade Restrictions, Sanctions and Embargoes** - Foreign suppliers and buyers may be subject to either UN or Australian restrictions. These can include the supply of technical advice, training or software. See the [Trade Sanctions Legal Factsheet](#) or the Department of Foreign Affairs and Trade [DFAT website](#) where you can check to see if a supplier is subject to any sanctions.
- **Foreign Investment** - All procurement activities should comply with the Australian Government [Foreign Investment Legislation and Regulations Act](#). RMS staff engaged in transactions involving a foreign entity should be aware of [Australia's Foreign Investment Policy](#) and seek advice through Treasury and the Foreign Investment Review Board if there is doubt as to the 'national interest' test. If the investment or foreign entity could be deemed sensitive, including activities involving transport

and/or critical infrastructure, or impacting national security interests, input from national security agencies may be required.

Note □ Australia is a signatory to several [Free Trade Agreements](#) but Roads and Maritime Services is not listed as a “covered entity”. Therefore RMS procurement (or procurement carried out on RMS’s behalf) is not subject to the Free Trade Agreements.

3.3. Procurement Strategy



Template [Procurement Strategy Template](#)



- | | |
|---|--|
| <ul style="list-style-type: none"> Completing a Procurement Strategy is compulsory for engagements valued above \$250k (incl. GST) Respect our commitments to both Environmental and Social Responsibility | <ul style="list-style-type: none"> Tender is not your only sourcing option Set tailored assessment criteria depending on the context |
|---|--|

The Procurement Strategy is the main outcome of the planning stage. It describes your strategy to deliver the best outcome for your procurement, especially through the use of demand opportunities (see [Demand Analysis](#)) as well as the selection of the fit-for-purpose sourcing approach (which may not be to conduct an open tender). Remember it is compulsory to use existing arrangements (see [Don't Reinvent the Wheel](#)) for further details.

Where the procurement value for goods and services is at or above the tender threshold of \$250K (incl. GST), the [Procurement Strategy](#) is a compulsory document that must be endorsed by the Chief Procurement Officer, and approved by the authorised delegate before being loaded on to Transport Equip Ariba Network to obtain an on-line approval.

The Procurement Oversight Group, must then be provided with visibility of all approved Procurement Strategies for discussion and future strategy considerations. If you are using an existing pre-qualification scheme or panel, this is not necessary provided a Procurement Strategy was developed when the contract was established. For low risk procurements using a [pre-qualification scheme](#) or panels, a Procurement Strategy may be required even if the value is under \$250K.

A Procurement Strategy ensures you are making the right procurement decision on the basis of the distinctive features of the project in terms of risk, demand and the supply market. There must be an approved budget before going to market to ensure potential tenderers are not spending time and money on unapproved projects.

A Procurement Strategy for a simple procurement may be as short as a few pages but for a complex procurement it could be considerably longer. It usually includes:

- Key findings about risks, needs and the supply market
- The recommended demand related approach
- Risk assessment (including risk management plans if appropriate)
- The recommended sourcing approach and evaluation criteria

- The expected benefits including savings
- The project plan
- The approved dollar budget and source of funds.

Please remember contract management post award is covered by the Contract Management Plan as detailed in section 5.

3.3.1. About Work Health ☐ Safety, Environmental ☐ Social Responsibility



SME	Small and Medium Enterprises Policy Framework
Indigenous	Aboriginal Participation in Construction Aboriginal Businesses (Direction 2013-04)
Disability	Australian Disability Enterprises
WHS and Environment	Work Health and Safety Policy Risk Management Procedure Managing Manual Handling PN066P23 Consultation Procedure PN066P01 SME Procurement Policy
WHS Branch	Work Health and Safety Branch
Sustainable	ISO20400 Sustainable Procurement International Standard



- | | |
|--|---|
| <ul style="list-style-type: none"> • What is the 'Chain of Responsibility'? | <ul style="list-style-type: none"> • The Heavy Vehicle National Law recognises the effects of the actions, inactions and demands of off-the-road parties in the transport chain. • Make sure your request for tender requirements cannot be seen to encourage suppliers to break the law. |
|--|---|

Environmental and Social responsibility relates to the responsibility of an organisation for the impacts of its decisions and activities on society and the environment, through transparency and ethical behaviour. It is a means to contribute to sustainable development, known as sustainability.

The term '**sustainable procurement**' refers to the implementation of this approach within the supply chain and procurement activity. In general terms, it means making sure the goods and services an organisation acquires from suppliers have the most positive impacts on society. This is important to Roads and Maritime, given the agency's impact on the environment and the community both directly and via suppliers.

When developing a Procurement Strategy, make sure you assess the key specific impacts and risks related to the goods or services you are dealing with. Roads and Maritime should respect several rules and commitments related to environmental and social responsibility:

- Under **Work Health and Safety (WHS)** legislation, Roads and Maritime has a duty of care to provide safe systems of work and a safe and healthy workplace for workers. These include employees, suppliers and the employees of suppliers working on Roads and Maritime sites. In carrying out procurement, this duty of care includes managing risks, for example, plant and machinery, hazardous chemicals and manual and mechanical handling to make sure the supplier is able to work to Roads and Maritime's safety standards. For further information see the [Work Health and Safety Policy](#).

- **Environmental Sustainability policies** - Procurement of goods should include applicable requirements (for example minimum energy and water star ratings) as per the [NSW Government Resource Efficiency Policy](#) and consider the objectives of broader [Transport for NSW Environment and Sustainability Policy Framework 2013](#). This framework includes objectives to address key environmental issues.
- **Social Procurement** is a strategic approach to meeting social and economic objectives through procurement. It involves using procurement processes and purchasing power to generate positive social and economic outcomes in addition to the delivery of efficient goods, services and works. The [ISO20400 Guidance document](#) is an international standard on Sustainable Procurement.
- **Small and Medium-sized Enterprises (SME) Participation Plans** are compulsory for suppliers tendering for contracts more than \$10 million, as part of the NSW SME Policy Framework. SME opportunities statements are required for all contracts unless determined after consideration there are no SME opportunities. For more information see the [SME Procurement Policy](#) fact sheet.
- **Aboriginal Business (Direction 2013 – 04)** Agencies may purchase goods and services valued up to \$150,000 (inclu GST) from a recognised Aboriginal Business, provided the suppliers rates are resonable and consistent with normal market rates, and at least one written quote is obtained.
- **Australian Disability Enterprises (ADEs)** the Public Works and Procurement Regulation 2014 simplifies the purchasing of goods and services from approved ADEs. This means NSW Government agencies may purchase goods and services directly from approved ADEs on the basis of a single written quote, including goods or services provided through whole of government contracts.

Where practical, promoting the use of SMEs, Aboriginal Businesses and ADEs in Procurement Strategies and Category Plans is considered a good practice.

3.3.2. Tender and Quote Templates



NSW Govt Guidelines

[NSW Procurement by Direct Negotiation Guidelines](#)
[Guidelines for Managing Risks in Direct Negotiations \(ICAC\)](#)
[NSW Government Market Approaches Guide 2005](#)

Before going out to market, ensure you have budget funding and approval from your relevant Financial Controller. It is against government policy to mislead the market regarding un-approved funding.

Principles applying to all market approaches as per [NSW Government Market Approaches Guide 2005](#) that prior to engaging the market, agencies must have:

- the intention, commitment and authority to proceed
- an approved and adequate budget
- arrangements in place to manage all stages of the process and outcome

The term 'RFx' is used as a generic term to refer to Expression of Interest (EOI), Request for Quotation (RFQ) and Request for Proposal (RFP). If you have any question regarding sourcing, please contact the Procurement Branch.

- An **Expression of Interest (EOI)** is used as a preliminary step before an RFP in two situations. It may be used where a high volume of tenders are expected and Roads and Maritime wants to reduce the number, then issue a second stage detailed RFP to a small number of companies short listed. It may also be used by Roads and Maritime to test the market for available technology or trial solutions under a pilot contract before refining requirements and issuing a second stage RFP. The Procurement Branch should be consulted to check whether the use of an EOI is warranted as it is a non-price request.
- A **Request for Quotation (RFQ)** is a less formal invitation document suitable when seeking competitive quotes from suppliers on a panel or prequalification scheme. It may also be used in other situations where the contract value is less than \$250,000 provided you are able to identify suitable suppliers to ensure competitive quotes (otherwise an open RFP should be used).
- A **Request for Proposal (RFP)** is our standard tender invitation document. It is sometimes known as an RFT (Request for Tender). This is normally used when issuing a public invitation but it can also be used more selectively to provide a more formal process than an RFQ. If there is no prequalification scheme or panel and the value is more than \$250,000 this is the default document.
- A **Request for Information (RFI)** contains questions for suppliers and are used to solicit information and serve as a first stage of a multi-stage event.

3.3.3. Exceptional Circumstances Exemptions

Exceptional circumstances refer to situations where it can be demonstrated that a departure from normal competitive process should be permitted and an alternative process followed. Typically, exemptions seek permission to:

- Waive the requirement for an open tender or multiple quotes, or
- Waive the requirement to use a whole-of-Government contract, or
- Permit direct negotiations with a single supplier, or
- Extend an existing contract without going back to market.

Note □ There is no requirement for competitive quotes or tenders for contracts less than \$30,000 for non-construction and \$50,000 for construction (see the table in Section 2.3) or engaging an approved disability employment organisation or Aboriginal businesses (clause 21B of the Public Sector Employment and Management Regulation 2009). Therefore no exemption is required.

Exemptions **cannot be granted** where probity may be compromised.

The following situations may justify the use of exceptional circumstances, subject to providing sufficient evidence, such as:

- Insufficient time to conduct a formal RFx because of an immediate requirement. For example, a situation where work needs to be done immediately due to public safety.

Note In such cases *clause 21* of the *Public Sector Employment and Management Regulation 2009* requires the Chief Executive's consent and the subsequent procurement to be reported to the NSW Procurement Board as soon as possible.

- Major defect in an RFx outside the reasonable control of Roads & Maritime (e.g. failure to follow procedure) and insufficient time to call fresh bids
- No responses or unacceptable responses following an RFx
- Risk of compromising a supplier's intellectual property rights (e.g. would disclose trade secrets in a unique invention) through an RFx
- Absence of competition for technical or policy reasons (e.g. security)
- Experience, expertise, type and/or quality of goods or services required only available from a single supplier

Note brand is not justified for being a sole supplier, the specifications must be unique.

- Prohibitive cost of RFx or cost of change compared to the spend
- Advantageous time-limited offer available
- A prototype or a first good or service that is intended for limited trial, provided it will not give the supplier an advantage in the next RFx.

A request for exceptional circumstances exemption will need to provide information on:

- The type and value of the goods or services sought
- The terms of the proposed supply (including duration)
- For contract extensions, total value of the engagement, including spend to date
- What exemption is sought (e.g. permission to enter into Direct Negotiations with a single supplier instead of seeking competitive quotes or issuing an RFP)
- What parts of this manual an exemption is sought from
- The reasons why an exemption is sought
- The alternative process which is proposed to be followed
- How value for money will be obtained through the alternative process
- If any conflicts of interest or other probity risks exist and how they will be addressed
- If there are any risks to Roads and Maritime in the granting of an exemption (including public interest in the project or complaints from suppliers not afforded the chance to tender).

The sought exemption requires a formal review and approval, which includes all the following:

- Contact Procurement Branch to discuss the sought exceptional circumstances exemption
- Obtain written approval from the Branch Head or higher to initiate the exemption process
- Write an exemption memo using the [Exemption Template](#) (prepared from Executive Director to Chief Executive to obtain the exemption)
- Obtain endorsement from the Chief Procurement Officer
- Obtain Chief Executive consent through the Briefing Team approval process.

Note If an exemption from an open tender is granted, any resulting contract will be a Class 2 contract under s.30 of the *Government Information (Public Access) Act 2009* which has detailed mandatory disclosure requirements. See section 4.2.9 - Contract Disclosure and Record.

Direct negotiations may be used in the following situations:

1. Emergencies under clause 21 of the [Public Sector Employment and Management Regulation 2009](#) provided the Chief Executive's consent is obtained (and the procurement is reported to the NSW Procurement Board as soon as possible).
2. Where the value of goods and services are less than \$30,000 or \$50,000 for construction (as procurement rules only require a single quote to be obtained).
3. Where the provider is an approved Disability employment organisation under clause 21B of the Public Sector Employment and Management Regulation 2009 or Aboriginal Entity up to \$150,000 (incl. GST).
4. Exceptional Circumstances (see section above).

In each case (other than (2) listed above) a direct negotiation strategy must first be developed which aligns with the following:

- Direct Negotiations - Guidelines for Managing Risks in Direct Negotiations (ICAC)
- Procurement by Direct Negotiation (NSW Governments Procurement Practice Guide July 2008).

Direct negotiation is not to be used for convenience or to avoid going to market.

Probity requirements continue to apply when permission to enter into direct negotiations is granted. Conflict of Interest statements must be signed before engaging in direct negotiations. **Note** a contract extension is considered a direct negotiation where extension options were not provided for in the original market engagement and subsequent contract awarded.

Remember that procurement strategies must be genuine with the intention of entering into a commercial agreement.

3.3.4. About Assessment Criteria

The weighting of assessment criteria must be individually tailored for each particular project. You must only use criteria capable of being objectively measured and fairly assessed and which is relevant to your procurement.

Common examples of assessment criteria include:

- Whole of life cost (e.g. initial cost, maintenance, and disposal costs)
- Compliance with relevant specifications and requirements
- Quality assurance procedures and certification and risk management
- Organisational ability to provide the goods and services
- Demonstrated experience and expertise in successfully providing similar goods and services
- Suitability, including qualifications and experience, of proposed personnel
- Appreciation of key matters likely to affect the delivery of goods and services and strategies to ensure timely delivery
- Innovation offered
- Ability to provide flexible service delivery options for projects
- Workplace and industrial relations management
- Environmental and social responsibility performance e.g. environmental and WHS management.

Discussing your draft criteria confidentially with Roads and Maritime colleagues assists in ensuring your criteria are appropriate. Assessment criteria are highly confidential as leaked criteria give an unfair advantage to a prospective tenderer.

You should **not** include “Acceptance of the draft contract” or “Degree of compliance with the draft contract” as an assessment criterion because it is not possible to give an objective score to this. This is because it is difficult for the evaluation panel to assess changes without legal input and because of the difficulty in awarding consistent scores when different tenderers ask for different kinds of contract changes. Instead of including “contract compliance” as an assessment criterion it is recommended that it be dealt with as a risk assessment when identifying the preferred tenderer. For more information please see the Legal factsheet on [Contract Changes Tender Assessment](#).

4. Sourcing



Checklist	Tender and Evaluation checklist
Probity	Probity Adviser FactSheet
Manuals	Engineering Contracts Manual Organisation Delegations Manual
Transport Equip	Strategic Sourcing Factsheet Transport Equip FAQs



- | | |
|---|---|
| <ul style="list-style-type: none"> • When do I need to use a Probity Advisor <input type="checkbox"/> | <ul style="list-style-type: none"> • For most projects it will not be necessary. Consider engaging one for high risk projects. For more guidance, consult the Probity Advisor Factsheet. |
|---|---|

Be fair and transparent and select the best supplier ☐ In line with NSW Government requirements, the principal objective of this stage must be achieving the best value for money outcome within a framework of probity and fair dealing, while using panels or prequalification schemes where available.

The complexity and formality of the process will depend on the value and risk associated with the procurement. For a simple procurement less than \$30,000 for non-construction and \$50,000 for construction you need to issue an RFQ, get a written quote and ensure the proposal represents good value for money. For a procurement of \$250,000 and above where no prequalification panel or contract exists, you need to go through a formalised process including specifications, draft contract, public advertising and Tender Assessment Evaluation Panel.

For indirect categories of spend (i.e. those common across the Transport cluster) Strategic Sourcing will be conducted by TSS Procurement in Transport Equip, establishing both the contract and the purchase order. To initiate any Procurement (Indirect Spend) greater than \$250k (incl GST) an request is to be forwarded to TSS Strategic Sourcing via MyTransport who will direct you to the relevant Portfolio Category Manager to develop a procurement strategy in partnership with RMS.

If the handling of the procurement does not fall within the TSS Service Level Agreement they will advise of the fee that would be charged to conduct the activity. The business will determine if that is the appropriate approach to take in those circumstances.

Once a procurement strategy has been developed and approved, TSS will generate an RFx (RFP or EOI) in Transport Equip and publish via the supplier portal.

Exceptions to TSS generating an RFx:

- Direct Spend categories less than \$250k (inclu GST), RMS will generate the RFx and TSS will publish on RMS' behalf
- CM21 managed contracts

For further information, refer to the [Strategic Sourcing Factsheet](#).

4.1. Approach the Market

4.1.1. Prepare the Documentation



RFx Templates	RFx (RFP & EOI) templates
Confidentiality Documents	Confidentiality Agreement (standard) Confidentiality Deed (higher sensitivity) Confidentiality Deed (Mutual/Two-Way) Confidentiality Agreements Guidance Notes
Templates	Index of Legal Template Documents
Legal Advice	Legal Factsheets
NSW Govt	NSW Govt Market Approaches Guide



≥\$250K and above (incl. GST), RFP's are to be published through Transport Equip Ariba

The RFx templates are now managed in Transport Equip (Ariba Dashboard) and the manual RFx templates are only to be used by exception after prior discussion with the Procurement Branch.

Following the introduction of Transport Equip (Ariba Dashboard), a number of activities will be completed in Transport Equip when approaching the market. Prior to going to market for procurements greater than \$250k (inclu GST) it is mandatory to complete the available training prior to be given access to strategic sourcing functionality. To attend training, discuss it with your manager before initiating a request via Success Factors in Transport Equip.

The main objective here is to make sure the documentation is clear, concise and comprehensive and that you use existing relevant documents and templates. It will usually include:

- Specifications (also known as specs, brief or scope of works)
- A draft contract
- A RFx document (developed in Ariba)
- A Confidentiality Agreement, if required.

Draft contract □ A suitable draft contract must be issued with every RFx to ensure tenders and quotes are submitted on the same basis and on Roads and Maritime terms rather than the supplier's. The only exceptions are for an EOI (because an EOI is normally only preliminary to a second stage RFP) and when using a prequalification scheme or panel which already stipulates the required contract.

Common contracts □ These include the Professional Services Agreement (PSA) and the Goods and Services Agreement. For a full list of template contracts see the [Index of Template Contracts](#). Depending on the nature of the goods and services it may be necessary to use a tailor-made contract (Legal Branch can advise). In very limited circumstances it may be acceptable to use an [Exchange of Letters](#) in lieu of a formal contract. Template contracts must not be changed without approval from the Legal Branch.

Government Scheme contracts □ when engaging off the NSW Government schemes on [Procurepoint](#) the government contract must be used in line with the scheme guidelines to agree the services, delivery and pricing and NOT an RMS contract. Pre-qualified suppliers have already agreed to the whole of government terms and conditions.

The **specifications** set out Roads and Maritime's requirements for goods and services. It should include a clear description of the requirement and all relevant information likely to assist potential suppliers in preparing an appropriate, comprehensive and conforming proposal. Components can be:

- Background and objectives
- Description of goods and services sought including, where relevant, any required minimum requirements or standards
- Schedule for the delivery of goods and services
- Service levels and KPIs
- Reporting requirements
- Proposed payment regime, including any milestones.

When developing the specification, make sure you engage the appropriate technical experts and business users so the specifications reflect the 'real' requirements of the end-users.

Specifications can be divided into three types:

- **Functional specifications:** Defines what the product must do
- **Performance (or output) specifications:** Define the required performance standards to be met by the product or deliverable. For example, the strength and durability of concrete to be supplied such as the +5 year useful life
- **Technical (or input) specifications:** Define the product's detailed technical and physical characteristics, for example, IT standards.

Generally, a combination of these types of specifications is preferred, although by stipulating technical specifications there may be a risk of excluding other products which may be able to fulfil the need. Be careful when using technical specifications not to specify particular brands unless it is absolutely unavoidable.

You should also consider whether there are any records and information management requirements that need to be reflected in the specifications or the draft contract. Refer to the Roads and Maritime's [Local Operating Procedure](#) on "Identifying and addressing records and information management responsibilities in outsourced, cloud and similar service arrangements" for further guidance.

Confidentiality Agreements are recommended whenever Roads and Maritime is providing business sensitive information. In such cases the confidential information (whether the whole RFx or just part of it) must be withheld until a signed agreement is received. Links to template confidentiality agreements are provided above. In most cases the 'standard' one will suffice.

4.1.2. Advertise and Disclose EOI □ RFP



Website	Advertising a tender
Law	M2007-01 Public Disclosure of Information

Whenever the estimated contract value is \$250,000 (incl GST) or above you must use an open RFP published on the NSW Government's eTender website via Transport Equip (Ariba Dashboard). If TSS is managing the sourcing event, they will manage the disclosure process.

If you are using an open EOI or RFP, these options also need to be publicly advertised and disclosed. The table in Section 2.3 details the requirement to use an open RFP (unless an exemption is obtained).

The e-tendering administration for Transport Equip Managed Contract types is a TSS responsibility as per the TSS Service Level Agreement. The lead time to advertise an EOI or RFP is 1 working day. For further details contact tss.bidder@transport.nsw.gov.au.

Disclosure requirements for open tenders are shown in the following table. All disclosures must be made on the [eTender website](#). The list of everyone who requests and receives tender invitation documents must also be recorded. This requirement to disclose open tenders is separate from contract disclosure which is dealt with in Section 4.2.9 below.

Stage	Disclosure Time	Disclosure
Tender close	Within seven days of closing	As a minimum: <ul style="list-style-type: none"> A concise description of the proposed work, goods or services, the subject of the tender Closing date The names and addresses of all tenderers.
Shortlisting of tenders (but only in a formal multi-stage tender process)	Within seven days of advising tenderers of shortlisting	The names and addresses of the shortlisted entities, except where such disclosure is likely to compromise the competitiveness of the subsequent tender process. (Note) □ This requirement only applies to formal multi-stage tenders e.g. an EOI followed by an RFP. It does not apply in a normal single stage tender where Roads and Maritime may select the leading one or two tenderers to negotiate with. In a normal single stage tender no notice of short listing is normally given.

4.1.3. Manage Response Process



Tools	Addendum
Templates	Letter of Acceptance Template Unsucessful Letter Template Manage Mail Offers & Tender Box

A **pre-tender briefing**, held **after the tender is released to market**, can be held with or without a site inspection for potential tenderers, in which case you must ensure:

- The briefing is necessary i.e. cannot adequately be included in the tender documents
- The briefing is not misleading or inconsistent with the tender documents
- Attendees sign a Confidentiality Agreement as required
- A record of attendance is taken
- Accurate minutes are taken and sent to all attendees and non-attendees (if briefing is not compulsory).

Response to inquiries from tenderers are formalised by issuing an **addendum** issued to all tenderers. When issuing an addendum, you must observe the following procedure:

- Consult the Probity Officer and the Procurement Branch if needed
- Prepare the addendum as soon as possible so as to allow potential tenderers time to manage it
- Set out the question and the answer in a way that tenderer's cannot identify who asked the question
- Do not disclose any confidential information of a tenderer when answering questions
- Distribute the addendum in a way that maintains the confidentiality of the identity of tenderers
- Require an acknowledgement receipt from each recipient
- Record full details of the inquiry (name, date, time issues & response) and make sure new potential tenderers get the addendum
- If the tenderer raises an issue which is important but has not been dealt with in the tender, Roads and Maritime may need to consider extending the tender closing date to provide tenderers time to address the issue. Ensure in doing so that the extended closing date and time is updated in the tender invitation documents.

Lodgement of RFPs are to be done through Transport Equip (Ariba Dashboard). However, you may use a **tender box** where you have obtained an exemption from using Transport Equip by Roads and Maritime's Chief Procurement Officer, or where Transport Equip is being used but it is not suitable for tenders to be lodged electronically (e.g. design documents).

Late tender submissions are those received after the date and time specified for lodgement irrespective of the date they were posted. They must automatically be rejected unless all of the following can be demonstrated:

- The tender submission was lodged late due to unusual or unexpected reasons which were beyond the tenderer's control
- The RFX states Roads and Maritime has a discretion to accept late tenders
- No tender submissions have been opened

- The Assessment Panel and Probity Advisor or Officer (if any) is satisfied that it does not compromise the integrity and competitiveness of the tendering process.

Acceptance of a late tender submission must be recorded in the tender evaluation report.

4.2. Registering Bidders in Transport Equip

Following the creation of a Sourcing Project in Transport Equip, bidders will be required to register in Transport Equip (if not already) in order to complete and submit a tender response.

Bidders who have not previously registered in Transport Equip must contact the TSS Supplier Enablement team (SET) on supplier.enablement@transport.nsw.gov.au in order to participate in the procurement event. Bidder information, including company name, email address and contact person details will be managed by TSS SET, with the additional information required to be completed by the bidder.

When preparing a tender consider whether advice on the need for bidders to register should be included in the tender information. This will vary depending on expected pool of bidders.

There is a capacity for SET to act as a surrogate bidder on behalf of potential suppliers who cannot submit a bid due to technical difficulties. SET will require adequate information from bidder to do this. This is expected to be an infrequent occurrence.

Successful bidders who have not previously provided services to the Transport Cluster must be established as vendors prior to the finalisation of the tender process.

For further information on bidders and on-boarding successful bidders, refer to the [Strategic Sourcing Factsheet](#).

When using a tender box (electronic or physical), tender submissions being opened must be presided over by the Assessment Panel Convenor (or delegate), another Roads and Maritime witness and a Probity Advisor or Officer (if any). The following procedures are to be followed:

- Conflict of Interest documents signed by all evaluation panel members
- Collect tender submissions immediately after the lodgement closing time
- Open and record the tender submissions
- Prepare an alphabetical list of tenderers
- Get the front of each tender submission (with each copy) and each page where values or prices appear initialled and dated by all witnesses
- The Assessment Panel convenor must then take possession of the original tender submission, if not on Ariba, once collected and ensure the security of the location where each tender is stored.

4.3. Evaluate and Award

The success of this stage is a combination of sound assessment criteria, participation of the right business users and technical experts and compliance with the procedures that ensure fairness and transparency of decision making.

4.3.1. The Tender Assessment Evaluation Panel and Tender Evaluation Plan



Templates	Tender Evaluation Plan Template Negotiation Strategy Template RMS Conflict of Interest Procedure Conflict of Interest Statement Part 1 Conflict of Interest Statement Part 2 Confidentiality Statement Part 3
Ethics	RMS Code of Conduct and Ethics Statement of Business Ethics



<ul style="list-style-type: none"> Ensure tender assessment panel members understand probity obligations and sign the conflict of interest statements Assess tenders only using the assessment criteria set in the Tender Evaluation Plan If relevant, prepare a Negotiation Strategy in line with all probity requirements 	<ul style="list-style-type: none"> Get the assessment report and letter of award signed off by the authorised delegate.
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An **assessment panel** (referred to as panel in this section) must be established according to the following requirements, and is chaired by a panel convenor, who is the person on the panel with the most procurement experience.

Panel member requirements	Up to \$250K (incl. GST)	\$250K to \$2,500K (incl. GST)	More than \$2,500K (incl. GST)
Quorum Minimum [] [] [] []	Two Roads and Maritime/TfNSW staff	Three Roads and Maritime/TfNSW Staff	Three Roads and Maritime/TfNSW Staff
Experience	At least one RMS/TfNSW staff member must have experience in the subject matter of the procurement. Where relevant a technical expert is also required		
Origin	One outside contracting Branch preferably	One outside contracting Division*	One outside Roads and Maritime **
Probity Training [] [] []	Recommended	Compulsory	Compulsory

- * Unless prior approval of the relevant Executive Director is obtained to waive this requirement
- ** Neither labour hire nor any former employees with less than three years separation are considered to be external for this purpose. A paid contractor of consultant is acceptable.
- *** This is not required where an external Probity Adviser has been engaged.
- **** At least one must not be a contractor or labour hire
- Please note** A Probity Officer can be a member on the assessment panel, whereas, a Probity Advisor is not a member.

If an external **Probity Adviser** has been appointed, they will normally attend all assessment meetings, although they cannot vote. They will also be consulted on all situations that can represent risks such as conflicts of interests, clarifications or alternative tenders.

The following is a list of the **responsibilities** of panel members:

- Confidentiality:** The names of tenderers, the contents of tenders and the assessments being made of them, must be kept confidential. All correspondence must be marked 'confidential'.
- Security:** Both the tenders themselves and all correspondence about them must be kept secure

- **Honesty:** Members must act honestly and with integrity
- **Fairness:** Members must treat tenderers fairly and balance this with the requirement to comply with the rules and procedures set out in the tender invitation document. It is also a requirement to act in the best interest of Roads and Maritime, the Government and the public.
- **Code of Conduct:** Members must be familiar with and comply with the requirements of the Roads and Maritime Code of Conduct and Ethics, the Statement of Business Ethics and, where relevant, the Code of Conduct and Ethics for Public Sector Executives (SES Guidelines).

Each panel member must sign each of the two conflict of interest statements and the confidentiality statement:

- [Conflict of Interest Statement Part I](#): before they become a panel member and involved in the tender process
- [Conflict of Interest Statement Part II](#): once the names of tenderers are known, specifically declaring the member has no personal association with each specific tenderer
- [Confidentiality Statement Part III](#): signed by all project staff, assessment panel members and their advisors at the end of the evaluation process.

Where a panel member is concerned about a possible conflict of interest, they are to discuss with other members and thereafter document the mitigations in the Tender Evaluation Report, which is sign-off by all Panel members. This can be achieved through the assistance of the Probity Advisor or Probity Officer (if any). Once developed the Tender Evaluation Report is to be signed-off by all Panel members and endorsed by the General Manager/Director of the contracting Branch.

The **Tender Evaluation Plan** is the reference document for the panel. It usually includes the following:

- A description of the roles and responsibilities of panel members
- Evaluation methodology, including evaluation criteria and weightings to be applied
- Protocols for identifying and recording conflicts of interest
- An indicative evaluation timetable
- A Tender Evaluation Plan must be finalised before opening tenders.

4.3.2. Setting Assessment Criteria



Support on price
criteria assessment

[DPSI Price Assessment Formula](#)

The main assessment method used by Roads and Maritime for assessing tender submissions is the weighted criteria method. Consult the Procurement Branch if you consider another method to be more suitable, e.g. a threshold or 'Go or No Go' basis (financial capacity is usually assessed on that basis).

The **assessment criteria weightings** must be agreed on confidentially and securely recorded by the panel preferably before the invitation documents are released, and definitely before tender submissions are opened. They cannot be changed once the tenders have been opened. The assessment plan and weightings are confidential and cannot be

discussed outside of the Assessment Panel or disclosed to potential tenderer/bidder, as this could allow them to tailor their submission to take advantage of these and not provide a true representation of their capabilities. In the event where a tenderer/bidder may have knowledge of the weightings, the tender or assessment is to be put on hold and the matter referred to the Procurement Branch.

When determining weighting, consideration should be given to the impact or consequence of poor performance in each criteria. For instance, where risks are low the price would normally become the predominant factor. Where risks are high, price becomes less important.

A **rating scale** must be used to evaluate responses on the assessment criteria. It should be agreed by the panel before assessing tenders. For **non-price criteria**, use the suggested rating table below.

Ratings are to be awarded based on the information the bidder/tenderer has provided, not on the personal knowledge of the assessor.

Template Rating Scale for Assessment of Non Price Criteria	
Scale	Meaning
10	Excellent or Outstanding - All requirements are met in an outstanding manner that will provide measureable benefit to Roads and Maritime.
8-9	Very Good - All requirements fully met. Some requirements are exceeded in a way that will provide measureable benefit to Roads and Maritime.
6-7	Good – All requirements are fully met, with possibly some likely benefit to Roads and Maritime.
5	Average – Minimum requirements have been met. Some gaps may be mitigated through negotiation.
4	Below Average - Barely meets requirements and does not inspire confidence.
2-3	Poor - Does not meet requirements. Success is possible but not assured.
0-1	<input type="checkbox"/> Unacceptable or No Response - Success is unlikely.

For **price criteria**, the subjective template scale above is unsuitable and an objective formula must be applied to give each tenderer/bidder's price a consistent rating. The formula must be agreed on before tenders are assessed. Formulas that can be used in Roads and Maritime to assess price are:

- Department of Finance, Services & Innovation (DFSI) price assessment formula
- Value for money (VfM) calculation.

If you want to use another price assessment formula please contact the Procurement Branch to discuss first.

Please note: You are allowed to keep internal stakeholders, who have executed a confidentiality statement, updated on progress as long as details of submissions or how they are to be assessed is not disclosed and their comments or feedback do not influence the assessment process.

4.3.3. Managing Clarifications

Clarifications may be required in two situations:

1. Something is unclear in the tenderer/bidder's submission and Roads and Maritime needs clarity, or

2. Something is unclear in Roads and Maritime's tender documents and the tenderer/bidder's need clarity.

If Roads and Maritime needs a tenderer/bidder to clarify its proposal the following rules should be applied:

- Send an email or written request to the tenderer/bidder via 'Ariba message board' linked to the sourcing event. Telephone contact is restricted to exceptional circumstances and must be promptly confirmed in writing with the provider.
- The tenderer/bidder may be given the opportunity to explain to remove any confusion but must not be permitted to amend or improve the tender submission.
- Do not disclose extra information (how the assessment is going, who else did or did not lodge a tender submission, or information regarding other tenderers/bidders or tender submissions).
- Consult the Probity Officer (or Adviser, if any)
- Seek advice from the Procurement Branch if needed.

If Roads and Maritime needs to clarify something in the tender documents (e.g. a contract or specification term), Roads and Maritime must provide clarification to all tenderers/bidders via 'Ariba message board'. All tenderers/bidders are to have equal opportunity.

A clarification can only be used to clarify a response to a question in the tender documents and is not a process to seek additional information that may have been omitted from the issued tender documents. During evaluation, a clarification cannot be used to backfill for shortcoming in the tender documents. It can only be used for clarification purposes.

When providing clarifications to tenderers/bidders, care must be taken not to disclose the identity of other tenderers/bidders either directly or indirectly.

If a meeting with a tenderer/bidder is necessary, observe the following steps. Except where it can be justified, all tenderers/bidders should be given the same opportunity for a meeting.

- Send an agenda prior to the meeting
- Ensure at least two staff members are present including Probity Officer (Probity Adviser, if any)
- If possible, hold the meeting on Roads and Maritime's premises
- Prepare agreed minutes of the meeting. A copy of the agreed minutes is to be provided to the tenderer and filed in the relevant records management file
- The meeting must be formal and never part of any social function
- Do not accept any untoward hospitality from the tenderer in order to avoid any perceived bias or favouritism
- If the tenderer is also the incumbent supplier, do not intermingle a tender meeting with any meetings or business concerning their current contract.
- Business as usual meetings can be held with incumbents, however must refrain from discussing any details of the tender that would give them an unfair advantage.

4.3.4. Assessing Tenderers



**Template
Financial Assessment**

[RMS Score Sheet Template](#)
[Financial Assessment Form](#)

Checking for non-conforming tenders is a preliminary step. It includes checking all covering letters, tender forms, schedules and annexures to a tender. A tender is non-conforming if it fails to comply with any of the requirements of the tender invitation document, such as:

- Lodgement after the closing date and time is subject to section 4.1.3 (acceptance of late tenders). Please note Transport Equip Ariba Network does not allow late tenders beyond the close end date/time
- Wrong method of lodgement
- Partial cover of the scope of works
- Unmet mandatory requirements
- No conforming tender submission lodged when the conditions of tender state that an alternative tender submission may only be lodged once a conforming tender submission is lodged
- Attempt to impose conditions on Roads and Maritime in acceptance of the tender
- Absence of signature or signature by an unauthorised office holder
- Incorrect [ABN](#) or [ACN](#) or [ARBN](#)
- Tenderer's standard terms added when Roads and Maritime's required terms are already specified.

If all tender submissions are non-conforming, the panel may conduct negotiations with the tenderer who submitted the most acceptable tender submission, to overcome deficiencies so as to make the submission conforming, based on the assessment criteria.

Non-price criteria are usually scored by each panel member individually, except in situations when a subject matter expert reviews a particular section (e.g. technical responses) in accordance with the Tender Evaluation Plan. This scoring is done without discussion with other panel members or colleagues and is conducted via Transport Equip (Ariba Dashboard) without having regard to pricing in case price influences their opinion. It may be necessary to request assistance in assessing financial capacity.

A financial assessment must be conducted on suppliers prior to contract award for contract values greater than \$250k (inclu GST) or are deemed high risk. Send a completed [financial assessment form](#) to: Contractor.Financial.Assessments@rms.nsw.gov.au. The Financial Planning and Analysis Branch will conduct an internal or external financial assessment dependent on the following thresholds.

- Total contract values less than \$1M (incl GST) an internal financial assessment will be conducted.
- Total contract values greater than \$1M (incl GST) an external financial assessment will be conducted by an NSW Government pre-qualified financial assessor.

Because pricing is scored according to a fixed formula normally the panel convenor will score this and then ask the panel to confirm the calculation. The final assessment for each tender submission is by consensus of the whole panel in a meeting. The final scores may **never** be calculated by taking an average of each member's score.

When checking prices, please be aware of the following:

- Prices are generally exclusive of GST whereas NSW Government procurement thresholds are inclusive of GST.
- For lump sum contracts if the tenderer/bidder has made an error in calculating individual items it is not permissible to make any correction that would lead to the total lump sum changing

- Collusive tendering (or bid-rigging) is unlawful and any suspicions should initially be discussed with the Procurement Branch who may refer the matter to the Audit and Risk Branch for investigation where appropriate. Collusive tendering occurs when two or more suppliers agree in advance the price each will tender, or when an expected supplier purposely does not tender leaving Roads and Maritime with little choice and reduced power as a buyer.

Where two tenderers/bidders have the same or a similar total score, they should be carefully compared with each other and a sensitivity analysis carried out to identify potential differences and the best value for money offer for Roads and Maritime. If this does not resolve the issue then contact the Procurement Branch to discuss whether to issue a “Best and Final Offer” (BAFO).

An **alternative tender** submission provides a proposal of goods and services that are different to those set out in the tender invitation. When dealing with alternative tender submission, the following should apply:

- The applicable delegate must approve it
- Do not breach confidentiality by using information contained in alternative tenders as the basis for calling subsequent tenders
- Justify why you accept the alternative tender, its merit, the adequate information; provided plus any related risks and how they will be managed.

4.3.5. Selecting the Successful Tenderer



Template [Tender Evaluation Plan](#)
[Tender Evaluation Report](#)
[Tender Evaluation Guidelines](#)

The panel must prepare a Tender Evaluation Report detailing all matters that have been considered in the examination and assessment of tender submissions and either recommends a tender submission be accepted or that no tender submission is accepted.

Remember unsuccessful tenderers may submit a request for documents including records of the Tender Evaluation under the [Government Information Public Access Act 2009 \(NSW\) \(GIPAA\)](#). Therefore, all comments need to be objective and evidence based.

With the panel convenor acting as facilitator, all panel members must strive to reach a consensus. If it becomes clear an agreement cannot be reached, then as a last resort the majority should sign the assessment report and the minority prepare and sign a dissenting report for the delegate.

The Tender Evaluation Report should include:

- A copy of the signed Conflicts of Interest Statement Part I & II
- A summary of tender submissions received
- Details of the tender process
- Details of the assessment methodology used, including the ranking of all providers and their weighted scores. Transport Equip (Ariba Dashboard) can offer reporting which will form part of the tender evaluation report.
- Panel recommendations, including estimated contract price and expenditure

- A draft Negotiation Strategy if there are any significant issues still to resolve, or gaps to be closed out which scored 4 or less during evaluation
- A signed copy of a completed Probity statement (or a copy of the Probity Advisor or Officer's final probity report if any).

The Tender Evaluation Report should be submitted to the appropriate Roads and Maritime delegate authorised to approve the purchase as per the Delegations Manual, or sign the Negotiation Strategy if there are issues for resolve. It is the delegate rather than the project manager or panel convenor that must sign the letter of acceptance that is sent to the successful tenderer/bidder.

4.3.6. Negotiation



Guide [Negotiation Strategy](#)
Template

Any negotiation Roads and Maritime staff carry out with tenderers/bidders must be transparent, accountable and in compliance with the process set out in the tender invitation documents. It must also be in accordance with any Negotiation Strategy approved by the delegate.

When entering into negotiation, make sure you:

- Are clear about the purpose of the negotiations
- Prepare a Negotiation Strategy (see template link above)
- Conduct negotiations in a professional and structured way
- Keep written (or video/audio) records of all negotiations including who did/said what, when and why, and decisions made
- Submit the mutually negotiated draft contract, covered by a report describing the results of the negotiation, to the delegate for approval of contract award
- Details of other tenderers submissions must not be disclosed
- You must avoid 'bid-shopping', that is trading off different tenderer/bidder submissions or terms against those from another tenderer/bidder.

4.3.7. Cancellation or Withdrawal of a Tender

Roads and Maritime RFx templates detail that, the Assessment Panel can recommend to the delegate that no tender submission be accepted if:

- All tenderers prices are greater than the approved budget
- The integrity of the tender process has been compromised
- None of the tender submissions satisfactorily met the assessment criteria or the suitable tenderers have withdrawn their tender submission
- The basis upon which Roads and Maritime called for tenders (e.g. its business case) has substantially changed.

The advice to the delegate may also recommend that new tenders be sought.

The RFx template nominates a "tender validity period" (often 90 days) a timeframe within which a tenderer/bidder cannot withdraw or revise their tender submission, and during which time RMS may legitimately evaluate submissions. Once that period has expired a tenderer

may withdraw their tender submission provided Roads and Maritime has not yet issued a Letter of Acceptance.

If a tender process has not been finalised and the end of the tender validity period is approaching, Roads and Maritime should contact all tenderers/bidders and request them to agree to a suitable extension.

4.3.8. Award Contract



Template	Unsuccessful Letter Template
	Letter of Acceptance
Legal Factsheets	Company Signatures/Execution Factsheet
	Company Identity, Name Changes & ACN's
	Trustee & Trust ABN's on Contracts

After the successful tenderer has been approved by the delegate, the following steps should be followed:

- Prepare final version of contract for signing (checking the scope of work/ brief has been updated to reflect the tenderers/bidders tender submission)
- Carefully check ABN, ACN and full legal name
- Check the successful tenderers/bidders relevant insurance cover is acceptable
- Award the contract by sending the Letter of Acceptance and a final contract duplicate to the successful tenderer to sign and return
- Get the delegate to check and execute final documents
- Finally, notify all unsuccessful tenderers/bidders.

Roads and Maritime should sign the contract last, to minimise the risk of work beginning before a contract has been signed or changes being made after Roads and Maritime has signed. Alternatively contracts can be signed in counterpart (one of two copies of a legal document) and then exchanged (i.e. each party signs an identical contract and then swaps them).

Debriefing unsuccessful tenderers/bidders: There is no legal obligation to provide a debriefing. An automated notification is available on Transport Equip (Ariba Dashboard) sent to unsuccessful tenderers/bidders, however does not contain any details. Debriefing can be problematic when unsuccessful tenderers/bidders want to dispute the final decision. It is recommended you only provide a debrief if requested by the unsuccessful tenderer/bidder and at least two Roads and Maritime staff members are in attendance. Discussions are to be documented, internally stored and a simple letter provided informing them on the performance of their tender against the assessment criteria and advising the name of the successful tenderer/bidder. Do not provide information on how the unsuccessful tenderer/bidder performed compared with the winning tenderer or any other tenderers, the details of the winning tenderer and the names of other unsuccessful tenderers are not to be provided.

Full records of the procurement process must be retained on an appropriate file in the Record Management System, for record and audit purposes to protect confidential material.

4.3.9. Contract Disclosure and Record



Factsheet
GIPA Act
CM21

[GIPA Act Contract Disclosure Factsheet](#)
[M2007-01 Public Disclosure of Information](#)
[CM21 Intranet](#)



• **When do I need to publicly disclose a contract?**

• You must disclose a contract for a value of \$150,000 or above (incl. GST). Be mindful if a contract exceeds this threshold as a result of a variation

The **Government Information Public Access Act 2009 (NSW) (GIPA Act)** states contracts within the private sector valued at \$150,000 or more (incl. GST) must be publicly disclosed within 45 days of the contract becoming effective (normally this will be the date the contract is signed).

Disclosure does not include a contract with another agency or local council. Confidential information of the other party cannot be disclosed, for example while the total estimated price of the contract is disclosed, how the price is calculated is not disclosed.

Once a contract is disclosed any future material variations must also be disclosed. As a general guide an increase in price or quantity of 10% or more should be regarded as material.

Note if an exemption from calling an open tender has been granted, the contract will then become a Class 2 contract under s.30 of GIPA Act, which means more details are required to be publicly disclosed.

TSS will disclose all contracts managed within Transport Equip. GIPA disclosure will be conducted by the TSS Contract Administration team on the eTendering website. There are separate processes for GIPA disclosure when creating and varying a contract. For further information refer to the [Strategic Sourcing Fact Sheet](#).

In addition to these disclosure requirements, full records of the procurement process should be retained, for record and audit purposes to comply with the State Records Act 1998.

Minimum Record Requirements	
Copy of the tender advertisement if the tender was an open one	Assessment Panel members' individual assessment sheets
Signed Probity Plan (if any)	Assessment Panel's joint weighted scoring
List of tender invitation recipients	Assessment Panel Report (incl. attachments)
List of tender submissions received	Submission to delegate for approval of contract award
The assessment methodology and weightings used	Letter of Award and contract with successful tenderer
Minutes of Assessment Panel meetings	GIPA Act Contract Disclosure
Minutes of meetings or correspondence with tenderers	Debriefing letters
Records of any addendums issued (see section 4.1.3 – Manage response process)	Evidence of successful tenderer ACN/ABN check has occurred (PN200P1).

4.3.10. Raise Purchase Requisitions and Purchase Orders



Transport Equip	Transport Equip Procurement Intranet Shopping Cart Quick Reference Guide
Manual	Organisation Delegations Manual

Transport Equip enables a number of procurement functions to be performed online including:

- The use of shopping carts (an online purchase requisition) to request goods and services
- Using catalogues when creating the shopping cart
- Confirmation of receiving goods and services
- Requests for new suppliers and purchasing agreements
- Approvals and requests for more information.

Raising a purchase order on Transport Equip is mandatory for engagements greater than \$5,000 (incl GST). Engagements less than \$5,000k should be done via a purchasing card where accepted by the vendor, except where a contract or catalogue is in place. In these instances a shopping cart is to be raised. All purchasing orders are to be transmitted to vendors as this becomes the financial commitment. Contingencies are not to be included in the purchase order, all variations need to be raised through Transport Equip.

To raise a **purchase requisition**, a shopping cart is to be created in Transport Equip. Shopping carts are used to make purchases for all contracts managed through Transport Equip. Following approval of the shopping cart via automated workflows to the appropriate Financial Delegate, TSS will then evaluate and raise a purchase order, which will be created and emailed to the vendor.

Before you can begin procuring goods and services using the shopping cart process, you will need to personalise your shopping cart settings. This only needs to be done once. To help set up your shopping cart and check its status, [quick reference guides](#) are available for:

- Personalising a shopping cart
- Changing a delivery address in shopping cart
- Checking the status of your shopping cart
- Generating a purchase order from a fully approved shopping cart
- Adding a new approver to the shopping cart workflow
- Adding a reviewer to the shopping cart workflow
- Approving or rejecting shopping carts and purchase orders.

4.4. Communicate and Transition



- | | |
|--|--|
| <ul style="list-style-type: none"> • Get an exit plan from the current supplier • Hold a meeting with the new supplier to ensure on-boarding is successful | <ul style="list-style-type: none"> • Manage change and communication with key stakeholders |
|--|--|

Transition covers the period between the signing of the contract and the commencement of goods and service delivery. This stage sets the foundations of contract success, or can affect performance if not managed properly. Depending on the context of the contract, careful consideration should be given to the transition between suppliers and to the management of change within the organisation. When drafting specifications for a tender staff should consider what transition-in obligations should exist before commencement of the new contract and what transition-out obligations should exist when the contract nears completion.

4.4.1. Transition Out



Template ☐ [Exit Checklist Template](#)

If the situation requires it (e.g. risk of business disruption due to change in personnel or equipment), the Contract Manager is to ask the incumbent to provide an exit plan or transition-out plan within six months of expiration of a contract for approval by key stakeholders (after first checking what exit obligations exist in the current contract).

To ensure a smooth transition of services, the following key areas are typical included in the exit plan:

- Relationships, responsibilities, obligations and timelines of all parties throughout the transition process
- Any necessary systems, procedures and processes
- Security of intellectual Property (IP) and return on proprietary information, finalisation of monies owed, release of security, etc
- Analysis of costs likely to be incurred while transitioning services to another supplier. Both parties have to sign off on the agreed costs (if applicable).

4.4.2. Transition In

If the situation requires, the RFx should stipulate the new supplier to provide a 'Transition In' plan as part of the implementation of the contract. Key questions to be covered in order to manage the transition in of the new supplier include:

- Who will manage the contract within the organisation?
- What is the purchasing process?
- What is the payment process?
- How will the business engage the contract?

A meeting with the supplier and key stakeholders should be organised to review all aspects of implementing the Transition In plan.

Depending on the complexity of the transition process, you may need to set up a project implementation plan that includes clear project tasks and timelines, as well as communicate the end-to-end process, to ensure knowledge transfer from stakeholders to operations occurs. A dedicated section exists in Roads and Maritime's Contract Management Plan (see 5.1).

Regarding **communication**, you may need to work with HR Organisation Development (where change impacts people) and/or with Communication and Stakeholder Engagement to get advice on the most appropriate channels of communication for the identified target audience.

Your communication strategy may include:

- The development of a user guide for relevant stakeholders outlining the benefits of the new contract and the possible change impact on users;
- Communicating supplier Service Levels Agreement (SLAs);
- Guidelines on how to order and purchase (the supplier engagement);
- Pricing information (who needs to know this and how should it be communicated?);
- Presentations, operational workshops or road shows;
- The use of the intranet.

5. Managing



Guidelines [Supplier Relationship Management Framework](#)



- | | |
|--|---|
| <ul style="list-style-type: none"> • Significant amount of negotiated value is lost if the contract is not properly managed • Implement the correct level of management according to supplier's criticality • Build a contract management plan and manage it | <ul style="list-style-type: none"> • Track and report benefits to show evidence of delivered Value for Money • Use lessons learnt to build a new procurement strategy |
|--|---|

Deliver Value for Money Every contract states the rights and responsibilities of the parties so it is important to identify, understand and manage this correctly, in order to better ensure we get 'best value for money'. Signing a contract is not the end of a process, but rather the start of an ongoing relationship which needs to be managed in order to deliver the best outcome for Roads and Maritime.

Of course, the level of management is related to the complexity of the contract and the strategic importance of the supplier. It would have been established in the Procurement Strategy and through Roads and Maritime's Supplier Relationship Management Framework.

The Supplier Relationship Management Framework enables us to objectively assess the strategic importance of the supplier for our organisation and to implement the relevant level of contract management. Make sure you act according to these principles.

5.1. Contract Management



Template	Contract Management Plan template
Transport Equip	Contract Management Fact Sheet Contract Creation & Variation Form 5399 Explanation for contract creation & variation form 5399 Receipting goods & services Factsheet TfNSW Intranet Trans Equip-Ariba Receipting
CM21	CM21 Managed Contracts

Contract Management for goods services is to be managed in Transport Equip (Ariba Dashboard). This is Roads and Maritimes main contract management system and is used by procurement specialist or staff who are named as a team member on a sourcing event, evaluation committee or contract. Refer to the [Contract Management Factsheet](#) for further information on managing contracts in Ariba as well as; contract variations, disclosures, claims, disputes and contract performance.

Please note □ This does not apply to current users of CM21, who will continue to manage their contracts as current process.

Transport Equip □ While many contracts have been relocated into Transport Equip, a selection of contracts (mostly construction and maintenance contracts with complex payment requirements) have remained in CM21. There will be no change to existing CM21 managed contracts. Until contracts move from being fully managed in CM21 to Transport Equip, staff are still required to fill out [Form 5399 \(Contract Creation and Variation\)](#) and email to TSS.RMSContracts@transport.nsw.gov.au for TSS to complete header contract details in Transport Equip Ariba Dashboard and for a purchase order to be generated. Please refer to the [Procurement Overview Factsheet](#) to understand which purchasing types have transitioned to Transport Equip and the types that remain in CM21.

Contracts exceeding \$150k incl GST, or where future variations may raise the value above \$150k, are required to be registered in Transport Equip within 45 days of contract award as per the GIPA Act.

A **Contract Management Plan (CMP)** is a tool for Contract Managers to administer the contract and manage risk. The CMP can be as simple or as complex as required. It may consist of a checklist of important rights and obligations that need to be monitored to ensure compliance and that Roads and Maritime's Contract Manager is responsible for key tasks and activities including:

- Achieving Milestones
- Managing KPIs and Service Levels
- Audit and report dates
- Diarising the contract end date (this is your responsibility: do not rely on others to remind you)
- Diarising any available options to extend the contract
- Maintaining a change control register.

It is recommended to use the Roads and Maritime Contract Management Plan which can be developed and managed in Transport Equip (Ariba Dashboard). A manual template can also be used when more structure and formality is needed.

5.1.1 Receipting of Goods and Services

All goods and services must be receipted in Transport Equip to enable invoice payment, provide an audit trail and allow transparency tracking and monitoring of goods and services. It is the responsibility of RMS staff to receipt goods and services received via Transport Equip.

For suppliers on the Transport Equip Ariba Network, goods receipts must be completed in Transport Equip for goods received for all suppliers except Complete Office Supplies (COS) and Australian Apparel Management Services (AAMS) who will send advance shipping notices which automatically convert to goods receipts in Transport Equip.

It is important to enter the receipt in Transport Equip prior to the invoice being received by accounts payable. If this does not occur, it will result in an **invoice exception** being sent to the purchase order creator's workflow Inbox in Transport Equip. Ensure you regularly monitor your workflow Inbox so that invoices are processed in a timely manner for on-time payment. Please refer to the [receipting of goods and services factsheet](#).

Please Note to comply with relevant 'separation of duties' the vendor must send their Tax Invoice directly to tss.invoices@transport.nsw.gov.au. The invoice cannot be forwarded on the vendor's behalf by RMS staff as this may result in duplication. Please instruct the vendor to resend to TSS. The vendor may however copy the business representative into the email for reference purposes.

Vendors are to send all invoices to Accounts Payable for processing to:

- Internal: TfNSW AP - Level 2, 2-14 Elsie Street, Burwood 2134
- External: PO Box 533, Burwood 1805
- Email: tss.invoices@transport.nsw.gov.au

Further Information regarding these processes is available at: [TfNSW Intranet Transport Equip / Ariba Receipting](#).

5.2. Performance Management

5.2.1. Measure Performance and Drive Continuous Improvement



Template [KPI Table Score Card](#)

Framework [Supplier Relationship and Performance Framework](#)

An organised and structured approach for performance management is critical to maximising value from the relationship. This is driven by key elements of the contract, covering:

- Key Performance Indicators – KPIs (see examples in the KPIs table)
- Reporting (on what and how often)
- Formal meetings (frequency, agendas and minutes)
- Service Level Agreement (SLA).

Meetings must be formalised with agendas and minutes. The objective is to review the performance of the period in question. A partnering approach should be encouraged to discuss and resolve issues, learn from the past and look to improve in the future.

KPIs and **SLAs** should be SMART: Specific, Measurable, Achievable, Realistic and Time related. KPIs must be aligned to the objectives of the contract and activities that are critical to the success of the contract and should be prioritised. Too many KPIs creates a risk that the contract manager may not be able to monitor them.

The strategic importance of the supplier will influence many aspects of performance management, such as:

- The number and type of KPIs
- The frequency of meetings
- The meeting participants, e.g. Roads and Maritime: Category Manager, Procurement Branch and the Supplier (business, contract or project manager would typically attend quarterly meetings for strategic suppliers)
- The subjects covered during meetings, e.g. reviews with strategic suppliers will regularly extend beyond performance management and include strategic planning and alignment, relationship assessment, supply market review trends and joint initiatives to drive further value in the supply relationship.

Contract Managers will be able to evaluate contract performance periodically by creating a Contract Performance Management Project in Transport Equip (Ariba Dashboard). The [Contract Management Fact Sheet](#) provides information regarding performance management including scorecards and surveys.

5.2.2. Track and Report Benefits



Template [Benefits realisation plan and report](#)

Identifying contract benefits to monitor them throughout the contract provides evidence that value for money has been achieved for Roads and Maritime.

A Benefits Realisation Plan should be completed and reviewed as part of the Contract Management Plan. It must relate to key specific objectives of the procurement activity. Benefits can vary:

Financial status	<ul style="list-style-type: none"> • Financial when they can be translated into dollars: <ul style="list-style-type: none"> ○ <u>Cost Saving</u>: Fulfilment of the objectives of a purchase, at a cost lower than the historical cost or the projected cost. ○ <u>Cost Avoidance</u>: Reduction of future costs, e.g. replacing parts before they fail and cause damage to other parts. This may incur higher or additional costs in the short term but the final or life cycle cost would be lower. ○ <u>Improved Operating Efficiency</u>: The fewer the variations, the lower the cost, the higher the repeatability, the greater the efficiency. • Non-Financial where they provide a view of successful delivery of an outcome, but it is not translated into financial metrics, e.g. customer satisfaction. • This will also cover defined intermediate outcomes.
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Continuity status	<ul style="list-style-type: none"> • Lasting when it is achieved early and continues, e.g. software maintenance fee is no longer required • Increasing when it develops further over time, e.g. customer adoption of new capabilities • Once-Off when it only occurs once, e.g. a one off cost saving.
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5.3. Contract Review



Factsheet [Options to extend/renew contracts Factsheet](#)

5.3.1. Reflect on the Contract

Was the contract a success? In order to answer this question, the activities carried out in the Contract Management Plan are reviewed to identify both successes and opportunities for further or future improvement.

Identify any enhancements that could be incorporated into future contracts (i.e. lessons learnt) and make sure you also cover the following:

- Have deliverables changed?
- Has or will technology change our requirements?
- Are there new or alternate goods and services in the market place?
- What is now considered “best practice” by the market place?
- Were any benefits realised?

Extending the contract is not always the right approach, as going back to the market may enable you to get better price and/or quality for Roads and Maritime. When considering a contract extension, make sure you think about the following:

- Other supply options such as whole of government contracts
- If it is appropriate to accept options to extend for a period of time
- Obtaining stakeholder agreement and approval under Roads and Maritime Delegations
- Completing the relevant paperwork to extend.

While extending a contract may be an option, it is not always the right approach particularly if user requirements and/or market dynamics change.

5.3.2. Contract Expiry

Make sure you begin the planning well before the contract ends:

- Start a dialogue with both the contractor and the internal stakeholders at least six months before the contract expiry date
- Start demand and market analysis in anticipation of developing a procurement strategy
- Establish if there are extension options

- If there are no options to renew or extend the contract, a procurement strategy; should be developed to approach the market unless an Exceptional Circumstances Exemption is obtained).

A good understanding of the supply category can only be gained by a disciplined approach to Contract and Performance Management. Only by taking such an approach can an informed decision be made in relation to the contract review.

RE: last portable weigh scales RFQ

From: SOLIMAN Samer <"o=rta/ou=exchange administrative group (fydibohf23spdl)/cn=recipients/cn=solimans">
To: LEE Alex <alex.lee@rms.nsw.gov.au>
Date: Fri, 29 Jun 2018 13:45:21 +1000

Alex,

Here are the dimensions of:

- 1) The **existing housings** in the vehicles. Each slot(to house 1 scale) has the following allowable space::
 Width: 810mm. This is the total width available which needs to fit the whole scale including handles, modifications requested etc. ie/ the scale TOTAL width would need to be less than 810mm to use this housing.
 Length: 520mm. This is the total length available which needs to fit the whole scale including handles, modifications requested etc. ie/ the scale TOTAL length would need to be less than 520mm to use this housing.
 Height/profile: 45mm. This is the total height available which needs to fit the whole scale including handles, modifications requested etc. ie/ the scale TOTAL height would need to be less than 50mm to use this housing.
- 2) The average **trunk space available** for any new housings to be built to house **6 scales**:
 Width: 900mm.
 Length: 1050mm. 2 rows of 3 scales each row is required, and not 6 scales stacked on-top of each other in 1 row. For WHS reasons. So, each row must be less than 525mm in length.
 Height: 450mm.

In essence, we preferably should look for cost savings by re-using the existing housings. However, to enable competition, we should put a comment in the tender which states that if the tenderers scale does not fit in the existing housings, they must include the cost to:

- 1) Dismantle the existing housing and electronics
- 2) Design custom **stainless steel** housings which are ADR compliant.
- 3) Perform tests to prove that any new designed housings pass ADR tests.
- 4) **manufacture** custom fabricated **stainless steel** housing(to house 6 scales per vehicle) in all vehicles which will store the 300 scales. 300 scales divided by 6 scales each vehicle = **50 vehicles**.
- 5) **Install** the housings in all 50 vehicles.
- 6) Re-install all electronics.

Samer Soliman
 Manager Heavy Vehicle Programs

From: SOLIMAN Samer
Sent: Wednesday, 20 June 2018 11:27 AM
To: LEE Alex
Subject: RE: last portable weigh scales RFQ

Hi mate,

I've spoken to the inspectors, and here are the updated requirements for the RFT. If they advise me of any changes I'll let you know. Please have the RFT updated and ready to go by our meeting next Tuesday.

Quantity Required

300 portable weigh scales for use in NSW for mass enforcement. These scales are required to be delivered to RMS within 150 days of the contract being executed.

Scale Requirements

Scale Dimensions : The total maximum size dimensions of the scales required are:

Width: 810mm. This is the total width, including handles, screen, and all modifications requested below.
 Length: 520mm. This is the total length, including handles, screen, and all modifications requested below.
 Height/profile: 45mm. This is the height of the weigh-pad surface.

A dimensional drawing(s) of the scale must be provided as part of the tender response. Failure to provide this will result in the submission being invalid.

Scale Total Weight: The total weight of the scale must be 18kg or less. This enables a 1-man lift of the scale.

Wheels : Required with wheel brackets chamfered on both upper and lower faces. These chamfered wheels must be depicted in the dimensional drawing(s) to be provided as part of the tender response. Failure to provide this will result in the submission being invalid.

Lower end plate : To be manufactured in steel with wheel brackets welded to the same plate. Refer to Appendix A for picture as a reference. The lower end plates must be depicted in the dimensional drawing(s) to be provided as part of the tender response. Failure to provide this will result in the submission being invalid.

Handle Depth : Between 100mm and 140mm. The handle must be depicted in the dimensional drawing(s) to be provided as part of the tender response. Failure to provide this will result in the submission being invalid.

Accuracy : +-35kg(with a 5-10tonne load) or better.

Scale Type : Static.

Scale Weight Capacity : 9 tonnes or more.

Certification : Must be OIML(or equivalent) certified for legal weight enforcement in Australia.

Durability: Scales are required to have a useable life of 25+ years. Tenderer shall supply evidence that the nominated scale model or previous models have usable life span of a minimum of 10 years. Tenderer must advise at least 10 states/countries around the world which have used the tendered scales for 10+ years. Failure to provide this will result in the submission being invalid.

Chargers

The tenderer shall quote on chargers and leads. The charger must have the

following requirements:

- One charger per vehicle which charges all six scales.
- Tenderer must specify charging time in their submission. Charging time must be less than 2 hours. (from 0% to 100% charge). Failure to provide this will result in the submission being invalid.
- Maximum dimension of chargers (height x width x depth): 300mm x 300mm x 150mm.
- Charging leads must have a minimum length of 400mm,
- Six charging leads per charger are required.
- Charger is required to be mounted on a vehicle frame.
- Charger and leads must meet Australian standards.

Warranty

Minimum 12 months replacement warranty on faulty scales

Additional Requirements

Tenderer must be an authorised distributor in NSW for the nominated scale model. Evidence of such, such as a valid distributor license must be provided as part of the deliverables. Failure to provide this will result in the submission being invalid.

Samer Soliman

Manager Heavy Vehicle Programs

From: SOLIMAN Samer

Sent: Thursday, 14 June 2018 1:08 PM

To: LEE Alex

Subject: last portable weigh scales RFQ

Attached is the last portable scales RFQ we issued.

You need to translate these same requirements into a RFT for the procurement of **300** portable weigh scales.

Can you please get started in creating the RFT documents?

Samer Soliman

Manager Heavy Vehicle Programs

RE: Portable weigh scales - procurement options

From: SOLIMAN Samer </o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=solimans">
To: "Chehoud, Nathan" <nathan.chehoud@wsp.com>, LEE Alex <alex.lee@rms.nsw.gov.au>
Date: Mon, 02 Jul 2018 09:48:31 +1000
Attachments: ce-approval-brief-template.docx (1.29 MB)

Alex,

Also for option 1 below (procurement exemption), I've attached the approval template for your consideration if this option is recommended.

Samer Soliman
 Manager Heavy Vehicle Programs

From: SOLIMAN Samer
Sent: Friday, 29 June 2018 11:49 AM
To: 'Chehoud, Nathan'; LEE Alex
Subject: FW: Portable weigh scales - procurement options

Nathan,

Procurement manual attached.

Also, my below email is for your consideration. The goal is to get the procurement over the line as fast as possible with the best scale on the market. If you could advise on your previous experiences with gaining exceptions for government procurement of this size (approx. \$4.7M) and requirements, that would help our decision with which procurement option to take.

Samer Soliman
 Manager Heavy Vehicle Programs

From: SOLIMAN Samer
Sent: Friday, 29 June 2018 11:45 AM
To: JANSEN Arnold
Subject: Portable weigh scales - procurement options

Good morning Arnold,

As requested, there are 2 options to procure the portable weigh scales this financial year.

- 1) **Option 1:** ~2 month time frame to award contract.
 Gain an exception to bypass the tender process based on the following 'exception reasons' from the procurement manual which apply to this procurement:
 - **"Insufficient time to conduct a formal RFx because of an immediate requirement. For example, a situation where work needs to be done immediately due to public safety":** As has been previously documented, the lack of functional portable weigh scales increases the risk of over-mass heavy vehicles operating on NSW roads, leading to accidents (injury, death and reputational damage to RMS)
 - **"Absence of competition for technical or policy reasons (e.g. security)":** the tender which was run last year for procurement of 125 scales showed that the successful supplier in fact was the only one which met the requirements. This supplier is the sole supplier for the IRD scales which have been used by RMS for 30 years.
 - **"Experience, expertise, type and/or quality of goods or services"**

required only available from a single supplier”: a scoping study has been run to assess the quality and durability of all leading scales on the market and this study also conclusively showed that the Swiss made IRD scale is the clear winner in every KPI.

The procurement manual is available here:

http://home.rta.nsw.gov.au/dts/cserv/os/original/ccp/procurement_manual.pdf

2) **Option 2:** ~ 6 month time frame to award contract.

Run an Open-Tender(RFT).

This is my preferred option. However I understand the need to procure these scales quickly due to the risks mentioned above.

Samer Soliman
Manager Heavy Vehicle Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
T 02 88370687 | M [REDACTED]
www.rms.nsw.gov.au

Roads and Maritime Services
99 Phillip st Parramatta NSW 2150

Briefing for Chief Executive

For approval *[Insert date if the Chief Executive's approval is time critical]*



Transport
Roads & Maritime
Services

Procurement Exemption

From: Select ED from drop-down menu

Purpose: To seek the Chief Executive's approval to ... Outline the purpose in one or two sentences and no more than three lines.

Analysis: Summarise the conclusions using one or two sentences at most. Capture key reasons that support why and what the Chief Executive needs to know, and expand below under 'Key reasons/issues'.

What is the Chief Executive approving and why?

What risks are associated with approving or not approving as recommended?

Reason for deadline: If the briefing note is time critical, include reason why. [Remove this line if briefing note is not time critical.]

Recommendations

1. **Approve** xxx

2. **Sign** xxx

State the specific action you are asking the Chief Executive to complete e.g. "Approve" a policy or project, and/or "Sign" a particular document.

Number each of the recommended actions and keep each to a single sentence.

Keep the number of recommendations to a minimum.

Key reasons/issues

Analytical subheading 1 (capturing reasons/issues)

Instructions

The entire briefing note should be limited to two-to-three pages only.

Summarise each issue in subheadings at a maximum of two paragraphs.

Keep the sentences concise and to the point.

Consider the Chief Executive's needs and time, rather than the level of detail you may prefer.

Avoid repetition – do not restate the 'Analysis'.

Key matters to cover:

- Why does this need to be approved? What is the need?
- What has informed your recommendation? Build a logical argument.
- Who is affected? Think about reputational damage and how this may be mitigated.
- Where and when?

Style

- Use clear plain English, with no jargon or technical language.
- Keep sentences to two lines only.

Objective Reference: CE18/

[Click here to choose an item from the drop-down menu](#)

1 of 3

Executive Director: Select Executive Director

SME: Name, Position, Branch, Division. T: (02) xxxx xxxx M: xxxx xxx xxx

- More detailed information such as context, process and brief history should be included later in the 'Supporting Analysis' section of the brief, or as an attachment.

Analytical subheading 2 (capturing reasons/issues)

Summarise each reason in the subheadings (maximum two paragraphs).

Supporting analysis

Options (optional)

If there are options, analyse each option available and explain why the recommended option is preferred. Use a table to clearly identify different options available/considered.

Option	Analysis
1	Click here to enter text.
2	Click here to enter text.

Further issues (optional)

Do not repeat information from the first page.

Financial impact

Are there any financial implications the Chief Executive needs to be aware of, such as redistribution of funds, extra funds required etc.?

Legal impact (optional)

If there are legal or regulatory issues, has Legal branch been consulted? If Legal advice is detailed, consider referring to this advice in an attachment to your brief, so that legal professional privilege is not lost.

Consultation

Summarise the divisions and external organisations you have consulted, including any contentious issues.

For briefs on strategic policy, regulatory and legislative issues, consultation with TfNSW is required, including evidence of Deputy Secretary endorsement. Please see document 'Briefings guidelines for consultation, approval and financial impact'.

Briefs involving property acquisitions are required to be approved by the Executive Director, Stakeholder and Community Engagement and the relevant Divisional Executive Director. Divisions will also need to indicate if the briefing can be provided to TfNSW. Please see document 'Briefings guidelines for consultation, approval and financial impact'.

Communications (optional)

Will there be any media releases? (If so, please include draft as an attachment). Has this issue received media attention? Will there be an upcoming announcement?

Objective Reference: CE18/

[Click here to choose an item from the drop-down menu](#)

2 of 3

Executive Director: Select Executive Director

SME: Name, Position, Branch, Division. T: (02) xxxx xxxx M: xxxx xxx xxx

Approvals

Additional approvals should be documented on the approvals sheet

<p>Click here to choose an Executive Director from the drop-down menu</p> <p>Date:</p>	<p>Ken Kanofski</p> <p>Chief Executive</p> <p>Approved</p> <p>Not Approved</p> <p>Date:</p>
	<p>Briefing for Minister (<input type="checkbox"/> Roads <input type="checkbox"/> WCX) or Secretary</p>

Attachments (delete if no attachments)

Attachments should be listed in the order they are mentioned.

May include documents for signature, information from other sources (insert hyperlink), spreadsheets, maps etc.

Attachment	Title
A	Click here to enter text.
B	Click here to enter text.
C	Insert additional rows as required

Objective Reference: CE18/

Click here to choose an item from the drop-down menu

3 of 3

Executive Director: Select Executive Director

SME: Name, Position, Branch, Division. T: (02) xxxx xxxx M: xxxx xxx xxx

Proposal - procurement of portable weighing scales for HV enforcement

From: "Chehoud, Nathan" <nathan.chehoud@wsp.com>
To: LEE Alex <alex.lee@rms.nsw.gov.au>
Cc: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
Date: Tue, 03 Jul 2018 12:23:00 +1000
Attachments: PWS PROCURE-CIV-LTR-001 RevA.pdf (184.62 kB)

Hi Alex and Samer,

Following our meeting on Thursday last week, please find attached WSP's proposal to assist Roads and Maritime with this procurement activity.

While you are reviewing our proposal, could we please request that you download from your Intranet and send to us the following documents in MS Word format:

- C62 Minor Supply Agreement
- C74 Request for Proposal

Happy to discuss further as needed.

Kind regards,

Nathan Chehoud
Principal Civil Engineer



T: +61 2 92725214
M: [REDACTED]
Nathan.Chehoud@wsp.com

WSP Australia Pty Limited
Level 27, 680 George Street
Sydney, NSW
2000 Australia

wsp.com

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Our ref: PWS PROCURE-CIV-LTR-001 RevA.docx

By email
Alex.Lee@rms.nsw.gov.au

3 July 2018

Alex Lee
Roads and Maritime Services
Heavy Vehicles Branch
99 Phillip Street
Parramatta NSW 2150

Dear Alex

Project management support - Procurement of portable weighing scales for heavy vehicle enforcement

Roads and Maritime Services is seeking to replace its existing pool of portable weighing scales with newer units. The existing scales have been used for heavy vehicle enforcement purposes for almost twenty years, and their maintenance costs are beginning to increase commensurate with their age. To that end, Roads and Maritime Heavy Vehicles Branch is proposing to call an open tender for the supply of new scales.

Based on our meeting of June 29, 2018, WSP understands that the following issues are of paramount importance to Roads and Maritime in relation to this tender:

- **Program:** Roads and Maritime is seeking to take possession of the new scale units within 150 days of contract execution.
- **Reliability:** The current pool of scales has operated reliably for almost twenty years, requiring little more than annual certification and servicing. The new scales must be equally reliable.
- **Portability:** The scales are housed in Roads and Maritime enforcement vehicles and transported for use at locations throughout New South Wales. The new scales must fit in their allocated space in Roads and Maritime vehicles and be less than 18kg each, allowing for single person movement and operation.

To assist Roads and Maritime in achieving these outcomes, WSP proposes the following methodology:

1. Research available portable weighing scale in use by other Australian State road authorities and road authorities in New Zealand and other nearby countries
2. Working with Heavy Vehicles Branch, review and validate the functional criteria that the new scales must meet and prepare a functional requirements document
3. Working with Heavy Vehicles Branch, develop and agree tender assessment criteria that reflect the required functional outcomes and the three key issues noted above

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4. Prepare concise and unambiguous tender documents using Roads and Maritime standard legal documents and the functional requirements document, based on the agreed tender assessment criteria
5. Address review comments on the documents from Heavy Vehicles Branch
6. Assist Heavy Vehicles Branch in posting the documents on the NSW Government E-Tender website
7. Respond to requests for information during the tender period
8. Assist Heavy Vehicles Branch with tender collection and assessment, and in preparing the Tender Evaluation Report

WSP has supported Heavy Vehicles Branch recently in similar procurement activities, and as such our proposed resources are experienced in meeting the outcomes required. WSP's team will be led by our Principal Civil Engineer – Nathan Chehoud – who will be supported by Senior Engineer Jacob Weir. Curricula vitae for Nathan and Jacob are available on request. Nathan and Jacob are available to the project as needed, and are ready to commence work immediately.

WSP estimates that all the work up to having tender documents ready for publishing would be completed in 10 working days from approval of this proposal. We further to carry out these services on a time and expense basis, within an upper limit of \$10,000 (excluding GST), using rates for Nathan and Jacob of \$300/hour and \$180/hr respectively (excluding GST). WSP proposes the services be carried out under a work order from an existing RMS panel of which we are approved suppliers.

We would be happy to discuss any aspect of this proposal as needed, and look forward to providing project management support to Heavy Vehicles Branch.

Yours sincerely



Nathan Chehoud
Principal Civil Engineer

cc: Roads and Maritime Services - Samer Soliman

2nd Meeting with WSP re Portable Weigh Scale

Where: Octagon Meeting Room 6E
When: Fri Jul 06 11:30:00 2018 (Australia/Sydney)
Until: Fri Jul 06 12:30:00 2018 (Australia/Sydney)
Organiser: LEE Alex </o=rta/ou=sydney/cn=recipients/cn=leesk">
Required Attendees: LEE Alex <alex.lee@rms.nsw.gov.au>
SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
"Chehoud, Nathan (Nathan.Chehoud@wsp.com)" <nathan.chehoud@wsp.com>

Items to discuss

1. Draft RFT from WSP
2. Draft tender evaluation report (with draft selection criteria weighting) from WSP
3. Cost estimate from WSP
4. Open tender VS procurement exemption from CE

Update of RFP for Portable Weighing Scales

From: LEE Alex <alex.lee@rms.nsw.gov.au>
To: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
Date: Tue, 17 Jul 2018 23:43:59 +1000
Attachments: C74_psci_rfp_WSP_01.doc (186.88 kB); C62_WSP_01.doc (151.04 kB); tender-evaluation-plan-template_WSP_01.doc (1.19 MB)

Hi Samer

Please see attached amended documents as per discussed this morning

Alex Lee

Project Engineer – Heavy Vehicles Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
T 02 8848 8225 F 02 8848 8399 E alex.lee@rms.nsw.gov.au
www.rms.nsw.gov.au
Every journey matters

Roads and Maritime Services

110 George Street Parramatta NSW 2150



Transport
Roads & Maritime
Services

**PROFESSIONAL SERVICES
CONTRACT
(CONSTRUCTION INDUSTRY)
Request For Proposal**

for

Supply of portable weighing scales for heavy vehicle enforcement

DETAILS	
Dated:	10 July 2018
Project:	Purchase of 425 portable weighing scales for heavy vehicle enforcement
RFP Reference (Contract) Number:	TBC
RFP Manager:	Alex Lee
Proposal Closing Date and Time	27 August 2018
Place of Lodgement:	Proposals must be lodged electronically at the Roads and Maritime Services (RMS) eTendering website
Proposal Validity Period:	60 days
Proposal Evaluation Criteria used for assessment: (The Proponent is required to address each of the listed Evaluation Criteria at Attachment B – Proposal Format, Schedule B5)	Pricing Durability and reliability of portable weighing scale Ability to deliver portable weighing scales within the time nominated in RMS C62
Numerous Panels:	No

This document is strictly confidential to RMS. You must not disclose or provide this document to any person, other than to persons engaged in the preparation of your Proposal. You may only use it for the purpose of responding to this Request for Proposal.

Contents

1	Introduction	5
1.1	Scope	5
1.2	Contents	5
2	Lodgement	5
2.1	Date and Time and Place of Lodgement	5
2.2	Medium of your Proposal	5
2.3	Labelling	6
2.4	Lodgement at RMS' Ennis Road Office	6
3	Proposal content and format	7
3.1	Proposal content and format	7
3.2	Covering Letter	7
4	Evaluation of Proposals	7
4.1	Evaluation Panel	7
4.2	Evaluation criteria	8
4.3	Discussions, inspections, references & negotiations	8
5	Other matters	9
5.1	Proposal Validity Period	9
5.2	Late Proposals	9
5.3	Extensions	10
5.4	Change of control	10
5.5	No legal relationship	10
5.6	Proposal risks and costs	10
5.7	Compliance with Codes and Polices	10
5.8	No collusion	11
5.9	Communication during the RFP process	12
5.10	Advice to proponents & debriefing	12
5.11	Clarifications, further information & addenda	12
5.12	Errors by you	12
5.13	Changes to the RFP process	13
5.14	Sole traders and Partnerships	13
5.15	Our confidential information	13
5.16	Return and destruction of our confidential information	14
5.17	Your confidential information	14
5.18	Disclosure of details of RMS contracts with the private sector	14
5.19	Ownership of Proposal document and licence to use	14
5.20	Disclaimer	15
5.21	Limitation of liability	15
5.22	Reliance on your statements	15
5.23	Inclusion of this RFP and Proposal in contract	16
5.24	Inducement, coercion & improper assistance	16
5.25	Conflict of interest	16
5.26	Precedence of documents	16
5.27	Definitions	16

5.28 Interpretation	17
Attachment A - Covering Letter	20
Attachment B - Proposal format	23
Attachment C – NSW Government <i>Policy on Aboriginal Participation in Construction</i>	28
Attachment D - Statement	29
Attachment E - Professional Services Contract (C71/C72)	30

1 Introduction

1.1 Scope

The Roads and Maritime Services seeks proposals for the supply of the products and/or services required for the Project.

Specific details of the products and/or services required are contained in **Attachment E** Professional Services Contract at Schedule 4 Description of Services

1.2 Contents

This RFP consists of the following:

- Section 1 – Introduction
- Section 2 – Lodgement
- Section 3 – Proposal content and format
- Section 4 – Evaluation of Proposals
- Section 5 – Other matters
- Attachment A – Covering Letter
- Attachment B – Proposal format
- Attachment C – NSW Government *Policy on Aboriginal Participation in Construction*
- Attachment D – Statement
- Attachment E – Professional Services Contract

2 Lodgement

2.1 Date and Time and Place of Lodgement

You must submit your Proposal to the Place of Lodgement by no later than the Proposal Closing Date and Time.

If the Place of Lodgement is a webpage then your Proposal must be lodged by uploading it electronically via that webpage and you will be deemed to have accepted the rules of conditions referred to on that webpage.

2.2 Medium of your Proposal

- (a) If the Place of Lodgement is a webpage then:

- (i) files must not include macros, applets or executable code or files;
 - (ii) if files are compressed, then they must not be self-extracting (*.exe) zip files;
 - (iii) file names must include your name (or abbreviated name, if your full name is too long);
 - (iv) file names must have an extension and not have invalid characters or file names/loading path names too long for the system; and
 - (v) documents must be in MS Word or pdf format (other than spreadsheets which may be in MS Excel format).
- (b) If the Details do not state that the Place of Lodgement is a webpage then you must submit 1 electronic and 2 paper copies of your Proposal. Electronic versions must be on CD and comply with clause 2.2(a). All copies must be identical.
- (c) You must follow the Proposal content and format requirements in clause 3.

2.3 Labelling

You must label your Proposal with the RFP Reference Number and the Proposal Closing Date and Time.

2.4 Lodgement at RMS' Ennis Road Office

- (a) ~~If the Place of Lodgement is the Tender Box at RMS' Ennis Road office (located at 20-44 Ennis Road Milsons Point NSW 2061), the following additional conditions apply:~~
- (i) ~~your Proposal must be enclosed in a sealed package not larger than 400mm x 270mm x 190mm; and~~
 - (A) ~~endorsed [*insert Contract Title and Contract Number*] with the Proponent's name and address clearly displayed;~~
 - (B) ~~marked "**Tender Box/Strictly Private and Confidential**";~~
- ~~and either:~~
- (ii) ~~placed in the Tender Box at the office of the RMS, Ground Level, 20-44 Ennis Road, Milsons Point NSW 2061,~~
- ~~or~~
- (iii) ~~mailed to the Tender Box, Ground Level, 20-44 Ennis Road, Milsons Point NSW 2061,~~

~~so as to be received by no earlier than one business day before the Proposal Closing Date and Time.~~

~~In the event that the Proponent's Proposal does not fit into one sealed package of the dimensions specified in clause 2.4(a)(i), the Proponent can submit multiple packages each not exceeding the specified dimensions. Each package must be additionally labelled with "Volume 1", "Volume 2", etc., as relevant.~~

3 Proposal content and format

3.1 Proposal content and format

You must format your Proposal according to the following guidelines and using the structure set out in Attachment B. We may regard your Proposal as non-complying if you fail to adhere to these requirements.

You must provide any necessary explanatory or extra material with your Proposal. Your Proposal must be complete without cross references to information previously supplied to us. Where any previously submitted information is relevant, you must resubmit it to us with your Proposal.

Your Proposal must address this RFP clearly and concisely, and your Proposal must be free of irrelevant marketing material. You must identify all products and services needed to meet our required outcomes, together with their costs.

You must base your Proposal on the best information available at the time you submit your Proposal. We rely on your knowledge and expertise as expressed in your Proposal.

3.2 Covering Letter

A Covering Letter in the form of Attachment A must accompany your Proposal. You must print the letter on your letterhead and an authorised person from your organisation must sign it.

4 Evaluation of Proposals

4.1 Evaluation Panel

We intend to establish an Evaluation Panel to evaluate Proposals. The Evaluation Panel may be assisted by external advisers.

In evaluating Proposals, the Evaluation Panel will initially assess compliance of each Proposal with the requirement to provide the information requested in this RFP.

The Evaluation Panel may eliminate a non-complying Proposal from further evaluation. However, we reserve the right to evaluate and accept a Proposal that is incomplete or differs from the requirements of this RFP, even if

another Proposal has been submitted which is complete and does comply with those requirements.

4.2 Evaluation criteria

- (a) The Evaluation Criteria are set out in the Details. The Evaluation Criteria are not set out in any order of priority.
- (b) We seek to obtain overall best value for money. We may allocate weightings to the Evaluation Criteria at our discretion.
- (c) We will not necessarily accept the lowest price offered.
- (d) In assessing your Proposal we may have regard to information from any source (including reports on your performance under other contracts whether with us or not).
- (e) We may also at any time enquire into and assess your financial status and at our discretion determine whether we believe you have sufficient financial capacity. We reserve the right at any time to not proceed further with the consideration of your Proposal where your financial capacity is not acceptable to us in our absolute discretion.

4.3 Discussions, inspections, references & negotiations

- (a) Detailed evaluation may involve:
 - (i) preliminary discussions or negotiations with one or more proponents (whether simultaneously or otherwise) including contract negotiations;
 - (ii) visits to reference sites, your operational sites or contact with referees (which may include sites and referees other than those provided by you);
 - (iii) proponents presenting their Proposal to us. Members of the Evaluation Panel and selected advisers may attend the presentation. The Evaluation Panel may record the presentation for reference during the evaluation process;
 - (iv) interviews with any of your personnel who you have nominated or who may deliver any part of the services; or
 - (v) requests for you to submit additional information about, clarification of, or improvement to, your Proposal at any time during the evaluation process.
- (b) We may at any time notify you of briefings, site inspections, meetings or workshops as part of the assessment process. Unless we tell you that participation is optional, you must attend any such briefings, site inspections, meetings or workshops in order to lodge a conforming Proposal.
- (c) We may at any time and in our absolute discretion:

- (i) shortlist one or more proponents;
 - (ii) negotiate with any proponent, or any other person;
 - (iii) request any proponent to submit an improved or an alternative offer;
 - (iv) cease negotiations or recommence negotiations with any proponent;
 - (v) accept a Proposal by any proponent;
 - (vi) separate components of the services and negotiate separately with any of the proponents in respect of those separate components;
 - (vii) accept only part of a Proposal by any proponent;
 - (viii) accept Proposals from more than one proponent; or
 - (ix) reject all Proposals.
- (d) The objective of the negotiations may include clarifying and agreeing commercial or technical conditions, settling the terms of the contract or finalising any other key documentation. Negotiations may be concurrent with more than one proponent.
- (e) For the avoidance of doubt, a Proposal is not accepted unless and until we execute a binding written contract for the provision of the services the subject of the Proposal.

5 Other matters

5.1 Proposal Validity Period

The pricing and proposed terms set out in your Proposal will be deemed to remain valid and open to acceptance for at least the Proposal Validity Period.

5.2 Late Proposals

You are solely responsible for ensuring that you submit your Proposal in accordance with this RFP and in a legible and uncorrupted form, before the Proposal Closing Date and Time. Delays caused by delivery methods are your responsibility.

We may exclude your Proposal as non-complying if it is not received at the Place of Lodgement before the Proposal Closing Date and Time. However, without any obligation to do so, where the integrity and competitiveness of the RFP process will not be compromised, we may determine in our absolute discretion that it is appropriate to consider a late Proposal.

5.3 Extensions

We may extend the Proposal Closing Date and Time at our absolute discretion. You may request an extension in writing to the RFP Manager but we are under no obligation to grant an extension.

5.4 Change of control

If you are a corporation and you undergo a change in control after you submit your Proposal we may in our discretion exclude your Proposal from further consideration. You will be taken to have undergone a change of control if, at any time following the submission of your Proposal, the power (whether formal or informal, whether or not having legal or equitable force and whether or not based on legal or equitable rights):

- (a) to exercise or control the right to vote attached to 50% or more of the shares or stock in your corporation;
- (b) to dispose of or exercise a right of disposal in respect of 50% or more of the issued voting shares or stock in your corporation; or
- (c) to dominate or control your corporation or the financial or operating policies of your corporation (whether alone or in concert with others, and whether by any act or omission or otherwise),

resides with any person or persons other than those holding that power when your Proposal is submitted.

5.5 No legal relationship

This RFP does not create any legal relationship and is not a recommendation, offer or invitation to enter into a legal relationship, contract, agreement or other arrangement in respect of the services the subject of this RFP.

Nothing in this RFP or in the consideration of a Proposal obliges us to enter into any agreement with anyone, creates a “process contract” or other implied contract, obliges us to consider or accept any Proposal, stops us from considering a non-complying Proposal, or prevents us from changing the way we manage this RFP or assess Proposals.

Without limiting the foregoing, the RMS Statement of Business Ethics and the Code of Practice are statements of policy only and do not give rise to any legally enforceable obligations on the our part.

5.6 Proposal risks and costs

Participation in any stage of this RFP process, or in relation to any matter concerning your Proposal, will be at your sole risk. All costs, losses and expenses incurred by you (or your employees, agents, contractors or advisors) in any way associated with this RFP will be borne entirely by you and we will not under any circumstances compensate you for them.

5.7 Compliance with Codes and Policies

The NSW Government has issued a Code of Practice for Procurement (the **Code of Practice**). You must comply with the Code of Practice that is current

at the date two weeks before the Proposal Closing Date and Time. A copy of the Code of Practice can be obtained from the NSW Government Treasury.

You must comply with the RMS Statement of Business Ethics. A copy of the RMS Statement of Business Ethics can be obtained from us.

Your attention is also drawn to the RMS Customer Charter which is available from <http://www.rms.nsw.gov.au/customercharter/index.html>. You should follow this charter in dealing with RMS customers under the contract.

Lodgement of a Proposal will itself be an acknowledgment and representation by you that:

- (a) you are aware of the requirements of the Code of Practice and the RMS Statement of Business Ethics;
- (b) you will comply with them; and
- (c) you agree to promptly provide periodic evidence of, and access to, all relevant information to demonstrate your compliance with them during the RFT process and for the duration of any contract that may be awarded to you as a result of your Proposal if required by RMS.

If you fail to comply with the Code of Practice or the RMS Statement of Business Ethics, this failure may be taken into account by us when considering your Proposal or any subsequent tender and may result in your Proposal or any subsequent tender being passed over without prejudice to any other rights of action or remedies available to us.

Where required in Attachment C to this schedule you must demonstrate your commitment and capacity to comply with the NSW Government *Policy on Aboriginal Participation in Construction* (1 May 2015 or any later update).

5.8 No collusion

In preparing your Proposal, you must not communicate (verbally or otherwise), have any arrangement or arrive at any understanding with any other proponent or potential proponent concerning the work the subject of this RFP. You must not engage in practices that might be regarded as collusive or anti-competitive.

Where the involvement of another party or parties will provide a more substantial and complete solution for us, you may involve that other party or parties in proposing that solution. You should disclose the nature of the relationship with the other party or parties to us and the Proposal must include the details specified in Attachment B Schedule B3 to this RFP.

As part of your Proposal, you must provide us with a statement, in the form of Attachment D, signed by a duly authorised person.

If your Proposal is successful, RMS will require you to contract as prime contractor to provide all of the services the subject of this RFP (or, if this RFP expressly allows you to submit a Proposal for part of the services, then the part that your Proposal covers). If there are other parties involved which you have disclosed to us in your Proposal, then you may be required to

subcontract with them and will be responsible for the performance of those parties.

5.9 Communication during the RFP process

You must nominate a contact person in your organisation who will be the only person authorised to contact (and be contacted by) the RFP Manager. You must not otherwise initiate contact with us or any of our staff or advisers in relation to your Proposal.

All communications between you and us relating to this RFP must be in writing and made through the RFP Manager. Any oral explanation or response provided to you will not form part of the RFP.

5.10 Advice to proponents & debriefing

We do not intend to comment on or disclose the progress of the evaluation of Proposals before giving formal final notice of the outcome of the RFP process but if we prepare a shortlist of proponents we may notify those not on the shortlist that they were not successful.

At the conclusion of the RFP process we will advise all unsuccessful proponents of the name(s) of the successful proponent(s) with whom we enter into a contract for the provision of the services the subject of this RFP.

If an unsuccessful proponent requests a debriefing, we will meet with the unsuccessful proponent to explain how that proponent scored on each Evaluation Criterion.

5.11 Clarifications, further information & addenda

All requests for further information or clarification of the RFP must be directed in writing by your contact person to the RFP Manager.

If you find a discrepancy, error or omission in this RFP or other information issued by us or you have a query, you should notify the RFP Manager immediately. Queries concerning this RFP should be sent to us as soon as possible. However, you should not send us queries in the 7 calendar days leading up to the Proposal Closing Date and Time and we reserve the right to decline to answer any or all queries sent to us during that time.

We may issue an amendment, addition, information or instruction relating to this RFP in writing at any time up to the Proposal Closing Date and Time.

Only the RFP Manager is authorised to vary any conditions or arrangements relating to the RFP process.

The RFP Manager may contact you requesting clarification of your Proposal during the evaluation period. You must respond to that request according to the timing we instruct.

5.12 Errors by you

If we consider that there is an unintentional error of form in your Proposal, we may, but are not required to, request that you correct or clarify the error.

We will not permit any material alteration or addition to your Proposal that would, in our view, improve it.

5.13 Changes to the RFP process

The processes and procedures set out in this RFP represent the manner in which we currently intend to conduct this RFP. However, we will not be under any legal obligation to conduct the RFP in that manner and we may change the procedures set out in this RFP from time to time. We will generally try to notify you of any material changes that may affect you but will not necessarily provide reasons.

Without limiting the previous paragraph, we reserve the right, in our absolute discretion, to do all or any of the following at any stage of the RFP process:

- (a) request information from a proponent;
- (b) change the format, structure or timing of the RFP process;
- (c) change the scope or requirements of the services the subject of this RFP;
- (d) vary, amend, suspend or terminate the RFP process or your participation in it; or
- (e) evaluate any alternative or non-conforming or partially conforming Proposal regardless of whether or not other fully conforming or more conforming Proposals were submitted by that proponent or other proponents.

5.14 Sole traders and Partnerships

Our usual approach is that we will not engage with sole traders or partnerships as they generally do not satisfy our workers compensation insurance requirements. We reserve the right to exclude from further consideration a Proposal submitted by a sole trader or a partnership.

5.15 Our confidential information

Our confidential information includes all information contained in this RFP or subsequently provided by us other than information which is or becomes public knowledge (unless through a breach of confidentiality by you).

You may disclose our confidential information to your employees, agents, contractors and advisors strictly on a need to know basis and solely for the purposes of evaluating the contents of this RFP, preparing your Proposal and participating in the RFP process. You must ensure the recipients are bound by similar confidentiality obligations in respect of the information.

You are also permitted to disclose our confidential information to the extent you are required to disclose it by law.

You must not otherwise use or disclose our confidential information.

You must not make any announcement or release any information regarding this RFP (including that it has been sent to you) without our written consent.

5.16 Return and destruction of our confidential information

We may require you to return or destroy all copies of this RFP and any other confidential information we have provided to you. You must promptly comply with this request and provide us with a written certification of destruction (if applicable).

5.17 Your confidential information

You should clearly identify any confidential information in your Proposal such as information you provide about your company, products, services and customers. Such information will not be confidential if we already know the information, it is public knowledge or we have already obtained the information on a non-confidential basis.

You must not mark the whole or a substantial part of your Proposal as confidential. You must not claim confidentiality for any part of your Proposal which is not genuinely confidential.

We will keep your confidential information confidential. You agree that we may disclose any information in your Proposal (including your confidential information) to our employees, agents, contractors or advisors on a need to know basis and for the purpose of evaluating or clarifying your Proposal or otherwise conducting the RFP process.

If there is any conflict between our obligations of confidentiality to you and our obligations of disclosure, as referred to in clause 5.18 below, our obligations of disclosure will prevail to the extent of the inconsistency.

5.18 Disclosure of details of RMS contracts with the private sector

Notwithstanding anything else, we may disclose any information in your Proposal and any resulting contract to the extent that we are required to do so by law, including under Freedom of Information legislation or by a valid requirement of a government agency.

5.19 Ownership of Proposal document and licence to use

- (a) We may retain a copy of your Proposal (including any samples and drawings) and all correspondence and other materials received from you in the course of the RFP process. This includes all materials with any intellectual property rights that are owned by you or a third party.
- (b) You grant to RMS, its officers, employees, agents, solicitors and advisers a licence to use, copy, adapt, amend, disclose or do anything else necessary (in our sole discretion) to any material contained in your Proposal or other response to this RFP (including material in your Proposal over which other persons have intellectual property rights), for RMS's internal business purposes including, without limitation, for the purposes of:

- (i) evaluating Proposals;
 - (ii) negotiating with the proponents;
 - (iii) reference during management of any resulting contract; and
 - (iv) anything else related to the above purposes, including governmental and parliamentary reporting purposes.
- (c) Despite the above, ownership of all intellectual property rights in the material contained in your Proposal will remain unchanged.

5.20 Disclaimer

This RFP contains statements based on information or data that at the date it was obtained by us, we believed to be reliable. We make no representation or warranty, express or implied, as to the accuracy or completeness of any information or data or statement given or made in this RFP. You are responsible for forming your own independent judgements, interpretations, conclusions and deductions about any information or data in this RFP, and you should examine all information relevant to the risks, contingencies and other circumstances that could affect your Proposal. We will not be liable to you if you rely on any information or data in this RFP.

5.21 Limitation of liability

To the extent permitted by law, we are not liable for:

- (a) any incorrect or misleading information, or omission to disclose information;
- (b) anything arising out of our exercise, or failure to exercise, any rights under this RFP;
- (c) any decision by us to discontinue or otherwise vary the RFP documents or process;
- (d) any decision by us to reject any or all Proposals, or to shortlist or negotiate with one or more proponents (irrespective of whether any other Proposal complies with the requirements of this RFP);
- (e) any decision by us to enter into a contract in respect of the subject matter of this RFP with any proponent (irrespective of whether that proponent's Proposal complies with the requirements of this RFP or whether any other Proposal complies);
- (f) any costs, losses or expenses incurred by any proponent in relation to the development, preparation or submission of its Proposal; or
- (g) any misunderstanding arising from the failure by a proponent to observe the requirements of this RFP.

5.22 Reliance on your statements

We may rely on any statements made by you (including your employees, contractors, advisors and agents). The statements we may rely on include

those contained in your Proposal, those made in any written or verbal communications and in any negotiations with us. If we believe you have made any false or misleading statements, we may, in our absolute discretion, exclude your Proposal from the evaluation process at any time.

5.23 Inclusion of this RFP and Proposal in contract

We may include any part or the whole of this RFP, your Proposal and any other written or verbal statements made by you (including by your employees, contractors, advisors or agents) in any resulting contract that we may enter into in respect of the subject of your Proposal.

5.24 Inducement, coercion & improper assistance

You (and your employees, contractors, advisers and agents) must not offer any form of inducements to us or exhibit undue pressure (including any duress) on us, our employees or advisors in connection with this RFP process.

We may exclude your Proposal from further consideration where we consider that it has been compiled:

- (a) with the improper assistance of any person now or previously associated with us;
- (b) utilising information unlawfully or improperly obtained from us;
- (c) in breach of an obligation of confidentiality to us; or
- (d) contrary to the terms of this RFP.

5.25 Conflict of interest

You must notify us of any potential or actual conflict of interest or duty in the Proposal that may affect your ability to provide the proposed services to us. If we request, you will meet with us and discuss in good faith our concerns regarding any such conflict of interest or duty. In any event, you must ensure that you act impartially in preparing your Proposal and without regard to any conflict of interest.

5.26 Precedence of documents

If there is any inconsistency between this Section 5 of the RFP and any of the other sections or attachments, then the terms of this Section 5 will prevail to the extent of that inconsistency.

5.27 Definitions

In this RFP, terms explained in the Details have the meaning given there and, except where the context otherwise requires:

Code of Practice means the Code of Practice for Procurement issued by the NSW Government Treasury and referred to in clause 5.7.

Covering Letter means the letter from the proponent in the form set out in Attachment A.

Description of Services means the document provided in **Attachment E** Professional Services Contract - at Schedule 4.

Details means the information on page 2 of this RFP under the heading Details.

Evaluation Criteria mean each of the criterion listed in the Details.

Evaluation Panel means the panel referred to in clause 4.1.

Our, us and we means RMS.

Place of Lodgement is defined in the Details.

Project means the products and/or services described in the Details which constitute the subject matter of this RFP.

Proposal means the documents you submit in response to this RFP.

Proposal Closing Date and Time is defined in the Details.

Proposal Validity Period is defined in the Details.

RFP means this Request for Proposals.

RFP Manager is defined in the Details. This is the person to whom all communications with RMS are to be directed under clauses 5.9 and 5.11.

RFP Reference Number is defined in the Details.

RMS means the Roads and Maritime Services , established under the *Transport Administration Act 1988* (NSW).

RTA or Roads and Traffic Authority means the Principal, and a reference to any “RTA” document (including an RTA Specification, Test Method or other document) is a reference to the equivalent document published by the Principal (or its predecessor, the RTA), regardless of whether it is titled “RTA” or “Roads and Maritime Services” or “RMS” (in this respect, the parties acknowledge that the Principal is progressively updating its documents from “RTA” to “[RMS]” and that this is likely to be ongoing during the currency of the Contract).

You and your means the proponent.

5.28 Interpretation

Unless the contrary intention appears:

(a) Statutes

A reference to a statute, regulation, statutory instrument, order, proclamation, ordinance or by-law (“legislation”) includes all legislation amending, consolidating or replacing it, and a reference to a statute includes all regulations, statutory instruments, orders, proclamations, ordinances and by-laws issued under that statute;

(b) Law

A reference to a law includes common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);

(c) Singular includes plural

A reference to the singular includes the plural and vice versa;

(d) Person

A reference to a “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;

(e) Group of persons

A reference to a group of persons or things is a reference to any two or more of them jointly and to each of them individually;

(f) Dollars

A reference to an amount of money is a reference to the lawful currency of Australia;

(g) Time

A reference to a period of time that dates from a given day or the day of an act or event is to be calculated exclusive of that day;

(h) Day

A reference to a day is to a calendar day and is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(i) Meaning not limited

The words “include”, “including”, “for example” or “such as” are not to be interpreted as words of limitation, and when such words introduce an example, they do not limit the meaning of the words to which the example relates, or to examples of a similar kind;

(j) Time of day

A reference to time is a reference to Sydney time;

(k) Headings

Headings are only for convenience and do not affect the construction of any provision; and

(l) Grammatical forms of defined words

Where a word is defined then other grammatical forms of that word are to be interpreted in the same manner with the necessary grammatical change.

Attachment A - Covering Letter

[Print on your company's letterhead]

[Date]

Roads and Maritime Services
20-44 Ennis Road
Milsons Point NSW 2061
Attention: ***[insert name of RFP Manager]***

Dear Sir/Madam

[INSERT NAME OF RFP & RFP REF NO]

In accordance with the terms of the above Request for Proposal (RFP) we offer to provide the services the subject of this RFP. The terms of our offer are set out in our proposal which is constituted by the following documents:

- (a) this letter;
- (b) a Professional Services Contract (Construction Industry) Agreement Form and all schedules, annexures and attachments referred to in it;
- (c) the following addenda:
 - (i) *[respondent to insert the list of all of the addenda issued by RMS].*

We acknowledge that we have received the addenda listed above and that we have taken them into account in preparing this proposal. We confirm that the information provided in our proposal is accurate at the date of this statement and has been provided after making all due enquiries.

Acceptance

Our proposal remains open for acceptance until the end of the Proposal Validity Period referred to in the Details in the RFP. We understand that RMS is not bound to accept the lowest priced proposal, or any proposal, it may receive.

Compliance with RFP and Code of Practice

We confirm that, having made diligent inquiries of all relevant personnel, we have complied with all applicable requirements of the RFP and the NSW Government Code of Practice for Procurement.

No Collusion

We warrant that in preparing our Proposal we did not communicate (verbally or otherwise) or have any arrangement or arrive at any understanding with any other proponent which in any way reduced, or could have the effect of reducing, the competitiveness of the assessment process.

Our confidentiality obligations

We confirm that we have complied with our confidentiality obligations in relation to this RFP.

No further revisions

In reviewing the RFP and in preparing our proposal, we confirm that we have sought appropriate legal advice and guidance.

Acknowledgment

We acknowledge and agree that:

- the RFP does not create any legal relationship or obligations on RMS and we submit our proposal fully understanding and accepting all of the terms of the RFP;
- RMS does not warrant or assume any responsibility for, or make any representations about, the accuracy, suitability or completeness of the RFP;
- RMS does not owe any duty of care or other responsibility to us with respect to the RFP;
- we have examined all information relevant to the risks, contingencies and other circumstances having an effect on our proposal and our proposal reflects those risks, contingencies and circumstances; and
- RMS will be relying upon each of the representations and warranties given by us in our proposal in selecting the successful proponent.

Yours sincerely

Signature

[insert name], [insert title]

as authorised signatory for **[insert your company's full company name and ABN]**

Attachment B - Proposal format

Your Proposal is to consist of the documents set out in the Covering Letter (Proposal Form) (refer to Attachment A) and the schedules set out below. You must use the same Schedule names and numbers and paragraph headings and numbers given below.

Schedule B1 - Executive summary

This section should include a high-level summary of your Proposal, including:

- (a) an overview of your approach;
- (b) factors which you consider important for RMS to consider; and
- (c) any other relevant information to assist RMS to better understand your proposal.

This section is limited to one (1) A4 page.

Schedule B2 - Company profile

This section must include full details of your company including information regarding your track record in supplying relevant services, financial stability and future direction. You must include at least the following details:

- (a) full name and ABN (and ACN if a company or ARBN if a foreign company);
- (b) brief company history;
- (c) overview of products and services provided by the company;
- (d) number of years carrying on a business providing services the subject of this RFP;
- (e) financial stability of the company and annual revenue over the last 3 years of your business providing services similar to those sought in this RFP;
- (f) the name, title, address, direct telephone and fax numbers and email address of the designated person in the company who will be RMS's primary contact during the evaluation process;
- (g) details regarding the ownership and control of your company to assist RMS to make any assessment necessary under clause 5.4; and

- (h) any other relevant information to assist RMS to better understand your proposal.

Schedule B3 - Other parties

If your Proposal involves other parties, you must include the following information about those other parties in this section:

- (a) full legal name, ACN/ARBN and ABN of the company;
- (b) description of the involvement of that company in your Proposal;
- (c) description of your relationship with that company;
- (d) details of that company's track record in performing the role envisaged in your Proposal; and
- (e) any other relevant information to assist RMS to better understand your proposal.

If your Proposal does not involve other parties then you must state so.

Schedule B4 - Pricing

You must provide pricing information in the format set out below. You must provide individual prices on a **GST exclusive** basis and include all other taxes. GST is to be included as a separate item and added to form the contract sum. You must state all amounts in Australian dollars.

Refer to the Pricing Schedule in RMS C62

Schedule B5 – Non- Price Evaluation Criteria

Here you must address each of the Evaluation Criteria listed in the Details section of this RFP (except price which is to be covered in Schedule B4 **Pricing**).

Reliability and durability of the portable weighing scale

- *Provide evidence that the nominated scale model or previous models have usable life span of a minimum of 10 years. Evidence could include demonstration that no fewer than ten (10) highways agencies from around the world have used the tendered scales for 10+ years. ~~Performance reports on your product from highways agencies other than Roads and Maritime will be viewed favourably.~~*

Ability to deliver portable weighing scales within the time nominated in RMS C62

- *Provide **examples of successful delivery of 100+ scales in the last 24 months** and evidence that you are able to manufacture and deliver the nominated scale within the time nominated in RMS C62.*

This section is limited to twelve (12) A4 pages.

Schedule B6 - References

In this section, you should list organisations who are prepared to provide a reference for you and to whom you have provided services of a similar nature and scope as those the subject of this RFP. It is preferable if these referees include customers who have recently acquired those services.

You must provide the following information for each referee:

- (a) name of the organisation;
- (b) name, title, address and telephone number of the person we can contact;
- (c) services provided;
- (d) organisation's industry;
- (e) scale of operations in terms of quantity of services, dollar value and any other relevant factors; and
- (f) any other relevant information to assist RMS to better understand your proposal.

Please note that we may contact your nominated referees or other customers for reference checking without advising you.

Schedule B7 - Other documentation

The following additional documentation is required as part of the tender response. Failure to provide the documentation listed below will result in the submission being considered invalid. The additional documentation includes:

- *Evidence that you are the authorised distributor in NSW for the nominated weigh scale*
- *Dimension drawing(s) of the portable weigh scale*
- *Technical specification sheet of the portable weigh scale.*
- *Warranty terms, confirming a 12-month replacement on faulty scales*
- *OIML certification and IP rating certification*
- *ISO9001 Certification*

Attachment C – NSW Government *Policy on Aboriginal Participation in Construction*

<u>The Policy on Aboriginal Participation in Construction applies</u>	<u>Yes/No</u>
--	----------------------

1. The Proponent's attention is drawn to the requirements of the NSW Government *Policy on Aboriginal Participation in Construction*.
2. The Policy is available at:
<https://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-procurement-reform/construction/policy-framework-construction>.
3. Where the Policy applies as stated in the Reference Schedule, the Contractor will be required to comply with relevant Category requirements of the Policy. The Targeted Project Spend (TPS) on Aboriginal participation is as stated in the Reference Schedule.
4. RMS will determine the TPS before the Agreement is executed or Order issued, as relevant. The TPS will be included in the executed Agreement or in issued Order, where relevant. The TPS will remain fixed until the date of Completion of Services or work under the Order as relevant, except where RMS and the Contractor agree to re-set it (e.g. where legitimate exclusions were overlooked at Proposal time).
5. Where stated in the Reference Schedule, the Contractor will be required to provide the Aboriginal Participation Plan and the Aboriginal Participation Reports, at times specified in the Agreement or Order, and in the format prescribed by the NSW Procurement Board. Templates are available at:
<https://www.procurepoint.nsw.gov.au/aboriginal-participation-construction-information-contractors>.
6. As part of its Proposal response, the Proponent must submit the following Aboriginal Participation in Construction details:
 - (a) an undertaking that, in the event that it becomes the Contractor, it is prepared to provide an Aboriginal Participation Plan and the Aboriginal Participation Reports, which must comply with the Policy;
 - (b) evidence of its ability to meet the obligations under the Policy on the Contract;
 - (c) details of its Aboriginal participation in construction performance outcomes on other RMS or NSW Government contracts; and
 - (d) proposed exclusions for determining the TPS.

Attachment D - Statement

Project (Title): _____

Proponent: _____

**RFP Reference (Contract)
Number:** _____

I of *[insert address]* state that, in respect of the proposal lodged in relation to the RFP:

1. I hold the position of *[insert position]* and am duly authorised by the Proponent to make this statement on its behalf.
2. To the best of my knowledge, the proposal was prepared by the Proponent (including the Proponent's employees and agents) in accordance with the standard of ethical behaviour set out in the RMS's Statement of Business Ethics.
3. As at the date of this statement, the Proponent intends to do the work that is the subject of the proposal in accordance with the standard of ethical behaviour set out in the RMS's Statement of Business Ethics.

I make this statement conscientiously believing the same to be true and correct.

Signed:

Witness:

Name

Signature

on:

Date

Print name

by:

Signature

Date

Attachment E – Minor Supply Agreement (C62)



Transport
Roads & Maritime
Services

Supplier's Offer

To: Roads and Maritime Services ('RMS')

Heavy Vehicle Programs

Level 6, 110 George Street

Parramatta NSW 2150

Attention: Alex Lee

Phone: 8848 8225

Email: Alex.lee@rms.nsw.gov.au

The Work: Supply of 425 portable weigh scales for use in New South Wales for mass enforcement as more specifically described in the specifications provided to the Supplier by RMS for the purpose of preparing this Offer, other than documents provided for information only (the "**Specifications**").

Tender Closing Date: 27 August 2018

Supplier's details

The Supplier's

Name:

.....

ABN

.....

Address:

.....

Email address:

.....

Phone: Facsimile:

**Supplier's
Representative:**

.....

Offer Price GST inclusive:

[Delete A or B whichever is inapplicable]

A. \$..... *[if lump sum]*.

B. Schedule of Supplier's Rates (as described below).

(i) Description of Item	(ii) Quantity	Rate (\$)	Total Rate x Quantity (\$)
1. Supply of portable weighing scales	425		
2. Supply of portable weighing scale chargers with six (6) charging leads	70		
3. Supply of portable weighing scale CPU/Printer	50		
4. Delivery of all supplied items to Australia	Lump Sum		
		GST:	\$
		Total:	\$

Commented [CN1]: Alex: please confirm these quantities

Terms of Offer

- 1 The Supplier offers to supply the Goods on the terms set out in the Offer Documents for the above Offer Price.
- 2 The Offer Documents are:
 - (a) this offer document (including the attached Agreed Terms and Schedules),
 - (b) the Schedule of Supplier's Rates (if any) and
 - (c) all Specifications.
- 3 The Supplier warrants that the above Offer Price covers all work, materials and other things that the Supplier may be required to do or provide without adjustment to the Offer Price under the terms of the Offer Documents.
- 4 This Offer remains open for the RMS' acceptance for 60 days.
- 5 There is no binding contract with RMS until RMS accepts this Offer in writing.
- 6 The Supplier must comply with the NSW Government's Code of Practice for Procurement (NSW Code) and the New South Wales Government's Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction (NSW Guidelines).
- 7 The Supplier warrants it :
 - (a) is not aware of any other tenderer's tender price;

- (b) has not disclosed its tender price to any other tenderer and
- (c) has not entered into any anti-competitive or potentially anti-competitive contract, arrangement or understanding in connection with this Offer.

8 The Offer Price includes GST.

(iii) Signatures

Signature of Witness

Signature of Authorised Signatory*

Print Name

Print Name

*Who warrants to RMS that he or she is authorised to sign this Agreement on behalf of the Supplier

Date of Offer:

Agreed terms

1. Supply of Goods

- (a) The Supplier must supply and deliver the Goods and, if relevant, perform associated services in accordance with this Agreement.
- (b) In consideration for the supply and delivery of the Goods and, if relevant, performing associated services, RMS will pay the Charges in accordance with the terms of this Agreement.

2. Supplier's Warranties

- (a) The Supplier warrants that the Goods, materials and workmanship supplied to RMS under this Agreement:
 - (i) will be free of Defects and fit for their intended purpose;
 - (ii) will meet and comply with the requirements and specifications set out in the Specification and all relevant statutory requirements, codes and Australian Standards (unless the Specification provides otherwise)
 - (iii) will comply, where relevant, with any samples of the Goods provided by the Supplier and any goods previously supplied by the Supplier; and
 - (iv) are free from all liens, charges, claims and other encumbrances upon payment being made in respect of them.

3. Compliance with Directions

- (a) The Supplier must supply the Goods in accordance with:
 - (i) the directions of the RMS Representative.
- (b) The Supplier must:
 - (i) liaise with the RMS Representative 7 days prior to the Date for Delivery to confirm progress and arrangements for the delivery of the Goods.
- (c) The RMS Representative may, within 3 Business Days of the original delivery date as specified in the Delivery Schedule give the Supplier a written direction changing a delivery date in the Delivery Schedule, and the Supplier must comply with this direction; and
- (d) Upon entering an RMS site, premises or facility, the Supplier must strictly comply with the directions of the person or entity appointed by RMS to discharge the responsibilities imposed on a 'principal contractor' by the applicable work health and safety legislation.

4. Packing

- (a) The Supplier must ensure that all Goods are suitably packed and prepared for shipment so as to secure the Goods against damage.
- (b) The Supplier must:
 - (i) label the Goods as directed by the RMS Representative;
 - (ii) supply all necessary resources for handling, loading, unloading and transporting the Goods to the Site; and
 - (iii) unload the Goods as directed.

5. Date for Completion

- (a) The Supplier must achieve Completion by the Date for Completion.

- (b) If Completion has not occurred by the Date for Completion, RMS will be entitled by way of a pre-estimate of its likely loss to (without limiting its other rights under this Agreement or under the common law), and the Supplier must pay RMS, the Liquidated Damages for each calendar week or part of a week between the Date for Completion and:
- (i) the actual date of Completion; or
 - (ii) the effective date of termination of this Agreement (whichever is the earlier).

6. Delay

- (a) If the Supplier becomes aware of any event or circumstance which is likely to cause delay or disruption to:
- (i) Completion by the Date for Completion,
- the Supplier must:
- (i) promptly notify the RMS Representative; and
 - (ii) take all practical steps as are necessary or appropriate to avoid and minimise such delay and disruption.
- (b) RMS may, at any time, at its sole discretion and without being obliged to do so, grant an extension of time to the Date for Completion for any reason, whether the Supplier is entitled to the extension of time.

7. Variations

- (a) The RMS Representative may direct the Supplier to carry out a variation to the Work under the Agreement by a written variation order or an oral instruction confirmed by a written variation order (**Variation Direction**).
- (b) The Supplier must comply with the Variation Direction.
- (c) The Charges will be adjusted for all Variations to the Supply Details by a reasonable amount as agreed between the parties.
- (d) In calculating an adjustment to the Charges under clause 7(c), the Supplier will be entitled to a percentage for profit and attendance shown in **Item 8** of the Supply Details.

8. Charges all inclusive

- (a) Subject to clause 7(c), the Charges are the maximum amount RMS will pay for the Goods to be supplied and (if relevant) Installed.
- (b) The Charges are inclusive of GST and all charges including, without limitation, freight, taxes, duty, packaging, insurance, delivery charges and other expenses incurred by the Supplier.

9. Invoicing and Payment

9.1 Invoice

Within 10 Business Days after the end of each calendar month (**Payment Period**), the Supplier will invoice RMS for the Contract Price in respect of the Goods supplied in that Payment Period. For the purposes of this Agreement, an invoice is not correctly rendered unless:

- (a) the invoice is a Tax Invoice which includes the Supplier's Australian Business Number;
- (b) the amount claimed in the invoice is due for payment;
- (c) the amount specified in the invoice is correctly calculated in accordance with this Agreement;

- (d) the invoice includes the RMS' reference number and is set out in a manner that identifies the Goods which the invoice covers and itemises each amount claimed to a level of detail satisfactory to RMS acting reasonably; and
- (e) the invoice is accompanied by documents that adequately demonstrate to RMS the services that were performed.

9.2 Payment

- (a) RMS must pay an invoice rendered correctly in accordance with clause 9.1, within 15 Business Days after receipt of that invoice.
- (b) Where RMS considers that an invoice is not correctly rendered, RMS will issue to the Supplier within 10 Business Days after receipt of the Supplier's invoice a notice:
 - (i) setting out the reasons why RMS considers that the invoice is not correctly rendered; and/or
 - (ii) identifying any amounts which are in dispute and giving reasons why payment is being withheld in respect of those amounts.

10. Responsibility for the Goods

- (a) The Supplier agrees that care for and risk in the Goods remains with the Supplier until the Goods have been accepted by RMS.
- (b) RMS may reject any Goods which, in its reasonable opinion, do not conform with the requirements of this Agreement (**Rejected Goods**).
- (c) The Supplier agrees that RMS is not liable to pay for any Rejected Goods.
- (d) Payment of any invoice relating to particular Goods does not constitute acceptance of Goods by RMS.

11. Assignment

- (a) The Supplier must not:
 - (i) assign its rights under this Agreement; or
 - (ii) otherwise encumber or grant any right or interest in any of the Goods in favour of any third party,without the prior written consent of RMS.
- (b) RMS may novate this Agreement, in whole or in part, without the consent of the Supplier to any government department, to any other body created by or pursuant to a statute or ministerial direction of the State of New South Wales for the purpose of administering the functions or discharging the role of RMS as described in this Agreement or to any 'government sector agency' within the meaning given to that term in section 3 of the *Government Sector Employment Act 2013*. The Supplier must execute all documents necessary to give effect to such a novation.

12. Supplier Indemnity

The Supplier indemnifies RMS against all expense, loss, damage and cost that RMS may suffer or incur, whether directly or indirectly, arising out of or in connection with:

- (i) any breach of this Agreement by the Supplier (including where RMS exercises a right to terminate the Agreement as a result of a breach of the Agreement by the Supplier); or
- (ii) any act, error, omission or neglect of the Supplier, its personnel, agents or sub-Suppliers (of any tier).

13. Non-compliance of Goods

- (a) If any of the Goods as supplied do not comply with the Specifications, or are otherwise not in accordance with the Agreement, RMS may, at its election:
- (i) require that any relevant Defect be rectified by the Supplier;
 - (ii) return the Goods to the Supplier and require their immediate repair or replacement;
 - (iii) require that RMS be credited in respect of any Charges that RMS has paid for the supply and (if relevant) Installation of such Goods; or
 - (iv) return all of the Goods to the Supplier and cancel the balance of any other orders not yet supplied.
- (b) The Supplier indemnifies RMS for any cost, loss, damage or expense arising out of or in connection with the return or cancellation of Goods pursuant to subclauses 13(a)(ii) and 13(a)(iv), including the cost of freight and packaging.

14. Warranty Period

RMS acknowledges that Goods may be supplied subject to the warranties given by the manufacturer of those Goods (**Manufacturers' Warranties**). The Supplier must ensure that RMS obtains the full benefit of the Manufacturers' Warranties.

15. Intellectual Property Warranty

- (a) The Supplier warrants that the Supplier is the owner or valid licensee of all Intellectual Property in the Goods and that the supply of the Goods in accordance with this Agreement and the use of the Goods by RMS as contemplated by this Agreement, does not and will not infringe any Intellectual Property of any third party.
- (b) In the event that either party receives notice of a claim that the Goods or their supply or use in accordance with this Agreement infringes any Intellectual Property rights of any third party (**IPR Claim**), the party receiving such notice must notify the other party of the IPR Claim in writing as soon as practicable.

16. Termination for default or insolvency

Without limiting its other rights under this Agreement and at law, RMS may terminate the Supplier's employment under this Agreement, by written notice if:

- (i) the Supplier breaches this Agreement and fails to remedy such breach within the time period reasonably specified (and in any case no later than 10 Business Days) by written notice from RMS requiring remedy of the breach;
- (ii) any item of the Goods is rejected by RMS under clause 13; or
- (iii) if any of the following occur:
 - (A) the Supplier becomes insolvent or bankrupt;
 - (B) the Supplier has a receiver or liquidator appointed;
 - (C) an application is made to a court for the appointment of a receiver or liquidator to the Supplier;
 - (D) the Supplier ceases or threatens to cease carrying on business in the Goods; or
 - (E) the Supplier's business is sold or otherwise comes under the control of any other person and RMS has not provided its prior written consent in accordance with clause 11.

17. Termination for convenience

RMS may terminate the Supplier's employment under this Agreement, at any time by issuing the Supplier with 10 Business Days prior written notice of its intention to do so.

18. Consequences of Termination

- (a) If RMS terminates the Supplier's employment under this Agreement in accordance with clause 16:
 - (i) RMS will not be obliged to make any further payments to the Supplier; and
 - (ii) RMS will be entitled to recover from the Supplier all cost, loss, damage or expense which RMS suffers or incurs arising out of or in connection with, such termination.
- (b) If RMS terminates the Supplier's employment under this Agreement in accordance with clause 17, RMS will pay the Supplier:
 - (i) the cost of the Goods delivered in accordance with the Agreement prior to the date of termination;
 - (ii) the reasonable cost of materials and goods reasonably ordered prior to the date of termination by the Supplier for the Work under the Agreement, provided that:
 - (A) such materials and goods are:
 - (I) delivered to a place directed by the RMS Representative;
 - (II) labelled as directed by the RMS Representative; and
 - (III) free from any liens, charges, claims and other encumbrances, and
 - (B) ownership of the materials and goods passes to RMS upon their delivery to and acceptance by RMS.
 - (iii) RMS may require the Supplier:
 - (A) to novate to RMS or the RMS' nominee, any or all subcontracts between the Supplier and its subcontractors relating to the Goods and the Work under the Agreement;
 - (B) to provide all reasonable assistance to RMS in dealing with such subcontractors to ensure supply of the Goods to RMS or the RMS' nominee; and
 - (C) to deliver promptly to RMS:
 - (I) all confidential information of RMS in the Supplier's possession;
 - (II) all Documentation relevant to the Goods already supplied at the date of termination; and
 - (III) all Goods in their then current state of completion.

19. GST

- (a) All prices in this Agreement will be inclusive of GST unless otherwise expressly stated.
- (b) The Supplier warrants to RMS that, if required under Australian law, it is registered for GST purposes.
- (c) In respect of any supply of Goods under this Agreement in respect of which GST is payable (**Affected Supplies**):
 - (i) the Supplier must, within the time required by law (and in any event within 20 Business Days of a request by RMS), issue a tax invoice in respect of such GST which will enable RMS, where entitled under the GST law, to claim an input tax credit in respect of such GST; and

- (ii) RMS will pay to you the amount shown on such tax invoice at the same time and in the same manner as the amounts otherwise payable under this Agreement for the affected supplies, provided however that, if the Supplier fails to issue a tax invoice as required by law in respect of the Affected Supplies, the Supplier agrees that RMS is entitled to deduct from any payment an amount required to be deducted by law for remitting to the Australian Taxation Office on your account.

20. Building Code 2016 Compliance

The Supplier acknowledges and agrees that, if it is indicated at **Item 10** of the Supply Details that the Project has received, is receiving or will receive funding from the Australian Government, the Supplier must ensure that it complies with the Building Code 2016 in undertaking the Work under the Agreement.

21. Notices and other communications

21.1 Service of notices

A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:

- (a) in writing; and
- (b) hand delivered or sent by prepaid post, facsimile or e-mail to the recipient's address for Notices specified on the cover page of this Agreement, as varied by any Notice given by the recipient to the sender.

21.2 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

21.3 Confidentiality

The Supplier may only use confidential information of RMS for the purposes of this Agreement, and must keep the existence and the terms of this Agreement and any confidential information of RMS confidential except where RMS consents to such disclosure.

21.4 Governing law and jurisdiction

This agreement is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

22. Compliance with Heavy Vehicle National Law – Chain of Responsibility

The Supplier must:

- (a) comply with the chain of responsibility provisions of the *Heavy Vehicle National Law (NSW) (2013)*.
- (b) ensure that every subcontract between the Supplier and its subcontractors relating to the Goods and the Work under the Agreement, regardless of the subcontract value, includes provisions of clause 20(a) and a clause to the same effect as this clause 20(b) which is binding on the Subcontractor, and provide evidence of this to RMS when requested by the RMS Representative.

Schedule 1 – Supply details

Item	Issue	Details
1.	Charges (Clause 1(b))	Charges shown are inclusive of GST.
2.	Date for Completion (Clause 5(a))	<i>30 June 2019</i>
3.	Goods (Clause 1(a))	<i>425 portable weighing scales and 70 portable weighing scales chargers with 6 charging leads, as specified in Schedule 2 of RMS C62</i>
4.	Liquidated Damages (Clauses 5(b))	NA. (If Liquidated Damages are not to apply insert 'N/A')
5.	Project	<i>[Purchase of portable weighing scales for heavy vehicle enforcement]</i>
6.	Site (Clause 4(b)(ii))	State Wide within New South Wales
7.	Works	<i>All works associated with the manufacture and delivery of the Goods, as specified in Schedule 2 of RMS C62</i>
8.	Variations (Clause 7(d))	Percentage for profit and attendance: [5%] (If no percentage is inserted, the percentage is 5%)
9.	Warranty Period (Clauses 2 and 14)	The warranty period is: <i>12</i> months (If no period is inserted the warranty period is 12 months.)
10	Building Code 2016 Compliance (Clause 20)	Project has/will receive funding from the Australian Government: <i>No</i> (Insert 'Yes' or 'No'. If 'Yes' is inserted or the item is left blank the Project is deemed to have Federal Government funding for the purpose of clause 20)
11.	RMS Representative (Clause 3)	Name: <i>Alex Lee</i> Address: <i>Level 6, 110 George Street, Parramatta NSW 2150</i> Email: <i>Alex.Lee@rms.nsw.gov.au</i>

Schedule 2 – Specifications

1. Scope

This specification describes the performance requirements and identifies verification procedures for Portable Weighing Scales (hereafter referred to as PWS). PWS allow Roads and Maritime Services to carry out commercial vehicle enforcement operations.

This specification lists two values for certain performance parameters. The threshold [T] is the minimum acceptable level. The objective [O] is the desired level of performance. When only one requirement is stated, it is the threshold requirement.

2. Applicable Documents

The documents listed in this section are specified in sections 3 or 4 of this specification. This section does not include documents cited in other sections of this specification or recommended for additional information or as examples. While every effort has been made to ensure the completeness of this list, document users are cautioned that they must meet all specified requirements of documents cited in sections 3 and 4 of this specification, whether or not they are listed.

International Specifications

- OIML R 76 Non-Automatic Weighing Instruments

Australian Standards

- AS 60529 Degrees of protection provided by enclosures (IP Code)

3. Requirements

3.1 *Material requirements*

- 3.1.1 The PWS frame shall be corrosion resistant aluminium or aluminium alloy [T]
- 3.1.2 The PWS load cell shall be stainless steel [T]
- 3.1.3 The PWS display shall be a backlit liquid crystal display (LCD) [O]

3.2 *Operating requirements*

- 3.2.1 The PWS shall be certified to OIML 76 Class 4 with an accuracy of +/- **35kg** (with a 10-tonne load) [T]
- 3.2.2 The PWS shall allow multi-axle weighing [T]
- 3.2.3 The PWS shall be battery-operated. The supplied PWS charger shall allow charging of six scales simultaneously. [T]
- 3.2.4 The PWS charging time must be less than 2 hours, from 0% to 100% charge [T]
- 3.2.5 The PWS charger shall not exceed 300 millimetres in height, 300 millimetres in width and 150 millimetres in depth [T]
- 3.2.6 The PWS charging leads shall have a minimum length of 400 millimetres [T]
- 3.2.7 The PWS charger shall enable mounting on and removal from a vehicle frame [T]
- 3.2.8 The PWS charger and leads must meet relevant Australian Standards [T]
- 3.2.9 The PWS shall be static scales [T]

3.3 *Physical Characteristics*

- 3.3.1 The PWS width shall not exceed 810 millimetres, *including handles, screen, and any modifications* [T]
- 3.3.2 The PWS length shall not exceed 520 millimetres, *including handles, screen, and any modifications* [T]
- 3.3.3 The PWS height shall not exceed 45 millimetres [T]
- 3.3.4 The PWS total weight shall not exceed 18 kilograms [T]
- 3.3.5 The PWS shall be fitted with *a* handle manufactured from the same material as *the* frame. The handle shall be between 100 millimetres and 140 millimetres from the frame. [T]
- 3.3.6 The PWS shall be fitted with swivel castor wheels. The wheels shall be fillet-welded to the PWS frame. [T]

3.4 *Interface, Interoperability, and Compatibility*

- 3.4.1 The PWS shall allow multi-axle weighing by wirelessly linking up to six scales [T]
- ~~3.4.2 The PWS shall be supplied with a central processing unit and printer. The PWS shall allow wireless transmission to the central processing unit (CPU) and printer. [T]~~

3.5 *Environmental Operating Requirements*

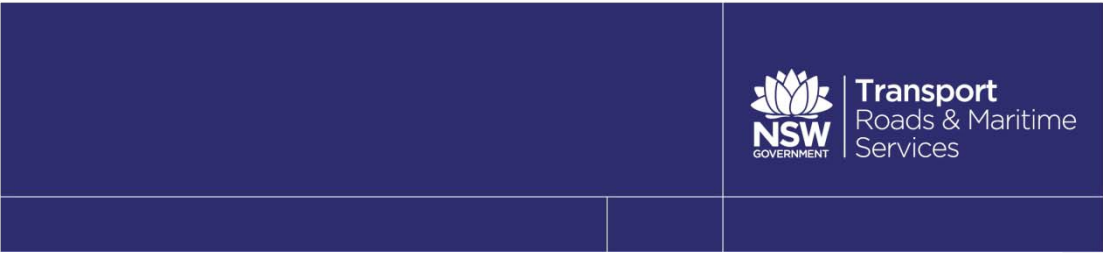
- 3.5.1 The PWS shall achieve a minimum degree of protection of IP65 [O]
- 3.4.2 The PWS operating temperature range shall be -20°C to +60°C [O]

~~3.6 *Training*~~

- ~~3.6.1 The Supplier shall provide training in the safe use of the PWS for up to 20 persons. The training shall be held in a location *in* Sydney, NSW to *be* confirmed by Roads and Maritime. [T]~~

Schedule 3 – Delivery Schedule

The PWS shall be delivered to Roads and Maritime's nominated Site before 30 June 2019. Roads and Maritime's nominated Site is: **[Insert site]**



Tender Evaluation Plan

Purchase of portable weighing scales for heavy vehicle enforcement

This template should be used in conjunction with the Tender Evaluation Guidelines

Procurement Project Owner:	Insert Name of General Manager
Author:	
Version:	Insert Version
Date:	Insert Date
Security Classification:	Confidential

Commented [CN1]: Alex; please populate the four highlighted cells on this page. Thanks.



1. ABOUT THIS TENDER EVALUATION PLAN

The Tender Evaluation Committee (TEC) contained herein will be subject to the contents of this plan. This document is for use by the TEC for conducting assessments of the tender responses. This Tender Evaluation Plan (Plan) seeks to establish a link with the process as detailed in the Tender Evaluation Guidelines and also provides:

- A description of the staff resources, including a description of the roles and the responsibilities of the TEC;
- Evaluation criteria and weightings to be applied;
- Evaluation methodology;
- Protocols for identifying and recording conflicts of interest; and
- An indicative evaluation timetable.

The fundamental objective of Roads and Maritime Services (RMS) (in compliance with the NSW Government Procurement Policy) is to ensure that government procurement activities achieve best value for money in supporting the delivery of government services.

To identify best value for money requires the TEC to take into account all the benefits achieved compared to the whole of life costs. This includes all relevant risks, value adds and costs over the whole of life procurement cycle (including acquisition, operations and disposal).

The methodology of this Plan will not be materially changed after the tender closing date has passed. This will ensure there is no basis for allegations that the evaluation methodology was changed after potential contact with tenderers. Any change to this Plan after opening tenders (including the methodology, weightings or financial delegate appointed) must be cleared with the Chief Procurement Officer or the Probity Advisor where one has been appointed.

ATTACHMENTS	
1. RFx Document	4. Appendix A – Standard Scoring Table
2. Tender Evaluation Guidelines	5. Appendix B – Conflict of Interest
3. RMS Code of Conduct	6. Appendix C – Confidentiality Declaration

2. ROLES & RESPONSIBILITIES

This evaluation process will be managed by the declared roles as described in this Plan. Any changes of any appointee during the evaluation must be acknowledged by the Chief Procurement Officer.

2.1 Tender Evaluation Committee

The Tender Evaluation Committee (TEC) will evaluate the tenders in accordance with the evaluation criteria described in the tender documents and recommend the tenderer representing best value for money to enter into negotiations with. The evaluation will comply with the reference documents specified in this Plan and the *NSW Government Code of Practice for Procurement (2005)*. Committee members will need to possess the necessary technical/subject matter skills to effectively assess tenders. Each member is to possess a sound understanding of the requirements and will maintain confidentiality, probity and will conduct a fair and unbiased process. The TEC comprises the Convenor and Evaluation Committee Members (must have a minimum of 3 reviewers) as follows:

TENDER EVALUATION COMMITTEE DETAILS		
Role	Description	Appointee
Convenor of the TEC	Manage the evaluation process and report to the financially delegated officer.	Alex Lee
Committee Members	Perform a detailed evaluation of the tender submissions.	Samer Soliman
		Alex Lee
		Nathan Chehoud (external)



2.2 Financial Delegate

The Financial Delegate must be a person who has the authority to commit RMS to the nominated whole-of-life value. The delegate is responsible for deciding who RMS will enter into contract negotiations with. In making this decision, the delegate must take into consideration the Tender Evaluation Report submitted by the TEC. The nominated financial delegate for this procurement is:

FINANCIAL DELEGATE DETAILS		
Role	Description	Appointee
Financial Delegate	To review and approve the recommendations of the Evaluation Committee and to make a decision.	Melinda Bailey

Commented [CN2]: Alex: please populate

2.3 External Specialist, Consultants or Subject Matter Advisors

The engagement of any external specialists eg: consultants or subject matter advisors; may require a separate procurement activity.

List details of any specialist providers that will be used or consulted with during the evaluation process:

EXTERNAL SPECIALIST, CONSULTANTS OR SUBJECT MATTER ADVISORS DETAILS	
Name & contact details	Speciality or area of expertise
Nathan Chehoud – Principal Civil Engineer WSP Level 27, 680 George Street Sydney NSW 2000 Ph: 0434 409 497 E: Nathan.Chehoud@wsp.com	Procurement management in accordance with RMS Guidelines

2.4 Probity Auditor

If required, a Probity Auditor will be appointed. The Auditor should be self-directing and will independently establish a program of audit testing based on identified criteria. At the end of the evaluation process the Probity Auditor will report an objective opinion on probity issues to the Financial Delegate or other senior staff as requested.

The Probity Auditor will not be contacted to resolve any specific probity issues during the evaluation however; they may be contacted by the Probity Advisor to endorse any actions taken to resolve a probity issue during the evaluation.

The Probity Auditor must not have any Conflict of Interest with any tenderer.

The appointed Probity Auditor is:

PROBITY AUDITOR DETAILS	
Name	Not required
Contact Details	

2.5 Probity Advisor

The Probity Advisor will provide advice to the TEC on probity matters to assist the committee in ensuring that all tenders are analysed fairly, uniformly and transparently. The Probity Advisor will also be available for the tenderers to raise concerns they may have regarding fairness throughout the tender process.

The Probity Advisor must not have any Conflict of Interest with any tenderer.

The appointed Probity Advisor is:



PROBITY ADVISOR DETAILS	
Name	To be confirm with RMS Procurement Team
Contact Details	

Commented [CN3]: Alex: please populate

2.6 Gateway Review

A Gateway Review is required when the estimated total cost is over \$10 million.

Gateway Review member details are:

GATEWAY REVIEWER DETAILS	
Name	Contact Details
	Not required

3. SELECTION CRITERIA & WEIGHTINGS

The Weighted Evaluation Criteria is used to determine the 'effectiveness' of a tender against the specification requirements detailed in the request documentation. The effectiveness is calculated as a total weighted score by multiplying the average score assigned by the TEC by the nominated evaluation criteria weighting. Standard scoring statements used during the Technical Worth Assessment are found at Appendix A.

SELECTION CRITERIA & WEIGHTINGS DETAILS	
Mandatory Selection Criteria	Non Weighted
If Tenderers do not meet any mandatory criterion the Tender will be excluded from further consideration.	
Pricing	Mandatory
Tenderer must be the authorised distributor in NSW for the nominated scale	Mandatory
Compliance with the performance specification included in Schedule 2 of RMS C62	Mandatory
Weighted Selection Criteria	Weighting (%)
Price (Value for money to minimise long term running cost)	10
Reliability / durability	50
Manufacture and delivery program	40
Total	100%

4. PROBITY AND ETHICS

Probity is the evidence of ethical behaviour in a particular process. Probity is defined as complete and confirmed integrity, uprightness and honesty. It contributes to sound procurement processes that accord equal opportunities for all participants. A good outcome is achieved when probity is applied with common sense.

Procurement must be conducted with probity in mind to enable RMS and tenderers to deal with each other on the basis of mutual trust and respect. Adopting an ethical, transparent approach enables business to be conducted fairly, reasonably and with integrity.



Ethical behaviour also enables procurement to be conducted in a manner that allows all tenderers to compete equally. The procurement process rules must be clear, open, well understood and applied equally to all parties to the process.

All parties must comply with RMS' Code of Conduct.

5. CONFLICT OF INTEREST AND CONFIDENTIALITY

Any person with a declared evaluation role for this evaluation must detail any circumstances that may give rise to an actual or potential conflict of interest by using the declaration contained in this document at Appendix B.

The establishment of security procedures for handling tender-related documents are as follows:

- Requiring all officials and external consultants (including advisors) with access to tender information to sign an appropriate confidentiality undertaking;
- Storing documents (both hard and soft copy) which contain tender-related, commercially sensitive information in appropriately secure conditions; and
- Allowing only authorised officials with a direct 'need-to-know' access to tender-related sensitive information.

Any person with a declared evaluation role must be instructed by the Convenor of the TEC that each tender response contains confidential information and as such should be treated in the appropriate manner and not left highly visible or easily accessible. This includes the content of bids, any supporting information provided by RMS or third parties and the outcomes of the assessment. All evaluation material must be treated in the same manner.

All tender responses will be treated as Commercial in Confidence and tenderer's intellectual property must not be plagiarised or placed in the public domain.

Any person with a declared evaluation role will be required to sign the confidentiality declaration form at Appendix C.

6. EVALUATION PROCESS

The dates for each evaluation stage (stages are detailed in the Tender Evaluation Guidelines) are an indicative timetable for completion of the evaluation process. The timetable will be subject to change depending on the number of responses received.

EVALUATION STAGES	
Description	Date
Stage 1 – Preliminary	
Stage 2 – Eligibility Assessment	27/08/2018
Stage 3 – Technical Worth Assessment	27/08/2018
Stage 4 – Price	27/08/2018
Stage 5 – Risk Analysis	27/08/2018
Stage 6 – Presentations and site visits	
Stage 7 – Interviews	
Stage 8 – Tender Recommendation	27/08/2018

Commented [CN4]: Alex: please populate the date for Stage 2, 3, 4, 5 and 8 as being the day after the tender closing date

7. CONCLUSION

There are a number of steps required to conclude the tendering component of a procurement project and these are listed in the table below (steps are detailed in the Tender Evaluation Guidelines). The dates given below are approximate as it depends on whether negotiations will be required or not.

EVALUATION CONCLUSION	
Description	Date
Approval	03/09/2018
Negotiations	03/09/2018
Contract Performance Plan	

Commented [CN5]: Alex: please estimate how long after Tender Recommendation you will receive approval

Commented [CN6]: Alex: please estimate how long RMS might spend in negotiations (assuming you need to negotiate you're your preferred tenderer)



Contract Execution	02/10/2018
Contract Notice	02/10/2018
Debriefing	05/10/2018

Commented [CN7]: Alex: please estimate how long after negotiations you will be able to get the contract executed. You know better than me what delegations and sign-offs are needed

Commented [CN8]: This can be the same day as Contract Notice – or the day after.

Commented [CN9]: This can be the week after Contract Notice.

8. AUTHORISATION

The following authorisations are required prior to the published tender close date. Where this Plan has not been authorised, tender opening **must NOT** occur.

The Tender Evaluation Committee (TEC) will evaluate the tenders in accordance with the evaluation criteria described in the tender documents and recommend the tenderer that represents best value for money to RMS. The evaluation will comply with the reference documents specified in this Plan and the *NSW Government Code of Practice for Procurement (2005)*. TEC members must ensure that all information in relation to the procurement process remains confidential, except that which is in the public domain. This includes the content of bids, any supporting information provided by RMS or third parties and the outcomes of the assessment. TEC members will comply with RMS' Code of Conduct and this Plan.

TENDER EVALUATION COMMITTEE			
Name	Position	Date	Signature
Samer Soliman	Convenor		X
Alex Lee	Member		X
Nathan Chehoud	Member		X

Standard Scoring Table

APPENDIX A – Standard Scoring Statements

STANDARD SCORING STATEMENTS	
Scoring Rationale	Score
Exceptional - requirements are significantly exceeded in all areas, all claims are fully substantiated and the proposals are of an excellent standard.	10
Outstanding - requirements are exceeded in key areas, claims are all very well substantiated and proposals are of a very high standard.	9
Very Good - requirements met to a very high standard in all areas, claims are well substantiated in all areas and proposals are of a high standard.	8
Good - requirements are met to a high standard in all areas, claims are well substantiated in key areas and proposals are sound.	7
Fair - requirements are met to a reasonable standard in all areas, claims are well substantiated in most areas and proposals credible.	6
Acceptable - requirements are met to an acceptable standard with no major shortcomings, all claims are adequately substantiated while some proposals are questionable.	5
Marginal - requirements are not fully met, some claims are unsubstantiated while others are only adequate with some proposals being unworkable.	4
Poor - requirements are poorly addressed in some areas or not at all, claims are largely unsubstantiated and the proposals are generally unworkable.	3
Very Poor - requirements are inadequately addressed in most or all areas, claims are almost totally unsubstantiated and the majority of proposals are unworkable.	2
Unacceptable - requirements are not met, claims are unsubstantiated and the proposals are unworkable.	1
Non-Compliant - tenderer completely failed or refused to provide a response.	0

Conflict of Interest Form

APPENDIX B – Conflict of Interest

This form is to be completed by each person with a declared evaluation role for this tender evaluation after viewing the list of tenderers and prior to evaluation commencing. This form should be submitted to the Tender Evaluation Committee (TEC) Convenor, who will place the form on file and, if required, make a determination regarding the Conflict of Interest.

TENDER DETAILS	
Contract Number	
Title	

CONFLICT OF INTEREST
<p>A Conflict of Interest occurs when a person is influenced or could be perceived to be influenced in carrying out their duty to RMS. This may involve the offering of advice or participation in the making of a decision, which has the potential to or actually impacts on their personal or professional standing. This influence may not involve financial gain but may include gains from relationships based on common interest, family and other personal or professional associations.</p> <p>For example, a person is influenced or would be perceived to be influenced in carrying out their duty to RMS as a consequence of their relationship with a tenderer / or related party of a tenderer.</p> <p>Any person with a declared evaluation role in the evaluation process must not have a Conflict of Interest which compromises the probity of the evaluation process. Any person with a declared evaluation role must sign this form and detail, if any, the Conflict of Interest and forward to the TEC Convenor.</p>

BRIEFLY OUTLINE CONFLICT (write NIL if no Conflict exists)

DECLARATION AND AGREEMENT			
I have read and understand the above information and hereby recommend the following procedure to maintain probity and mitigate the Conflict of Interest.			
Name	Role	Date	Signature
Samer Soliman	TEC Convenor		X
Alex Lee	TEC Member		X
Nathan Chehoud	TEC Member		X

Confidentiality Declaration Form

APPENDIX C – Confidentiality Declaration

PROJECT DETAILS	
Project	[Insert detailed project specifics including the information that is going to be disclosed]

CONFIDENTIALITY
RMS proposes to divulge confidential information to the nominated Public Official regarding the Project in order for the Public Official to fulfil their required duties. The Public Official must ensure that all information in relation to the Project remains confidential, except that which is in the public domain. This includes the content of bids, any supporting information provided by RMS or third parties and the outcomes of the assessment. The Public Official will comply with RMS' Code of Conduct.

PUBLIC OFFICIALS' DETAILS			
I declare that I am a Public Official as defined in RMS' Code of Conduct. I have read and understand the above information and hereby acknowledge that I will keep, and take all reasonable steps to keep, all information relating to the Project confidential.			
Public Official name			
Position			
Team / Unit / Organisation			
Date		Signature / Initial	X

RE: Draft Procurement Strategy

From: LEE Alex <alex.lee@rms.nsw.gov.au>
To: BASS Albert <albert.bass@rms.nsw.gov.au>
Cc: WILLIS Donna <donna.willis@rms.nsw.gov.au>, CHIU Mark <mark.chiu@rms.nsw.gov.au>, SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>, "Eggert, Frank" <frank.eggert@transport.nsw.gov.au>
Date: Wed, 25 Jul 2018 09:08:10 +1000

Good morning Albert

Thanks for your email, I will coordinate with Frank to continue this procurement exercise.

However, I would like to confirm “ if we could procure all 425 scales using one single RFQ from the panel contract:17.0000302935.1100 as long as we had an approved procurement strategy? “

If I get a YES, then I will finalise the draft procurement strategy, get relevant delegate to approve, create sourcing project in Ariba (with help from Mark) and using the existing panel contract to continue the procurement process.

Thank you very much for your help

Regards
Alex

From: BASS Albert
Sent: Wednesday, 25 July 2018 8:48 AM
To: LEE Alex
Cc: WILLIS Donna; CHIU Mark; SOLIMAN Samer; Eggert, Frank
Subject: Re: Draft Procurement Strategy

Hi Alex

I note that TSS has been assigned to your project. Can you please coordinate all the project details with your assigned Procurement Manager.

Thank you
Albert

On 25 Jul 2018, at 8:03 am, LEE Alex <Alex.LEE@rms.nsw.gov.au> wrote:

Good morning Albert

Regarding to your last paragraph, there will be no regions-specific suppliers. All suppliers will supply the scales to the whole state. Would you please advise further how we should proceed?

Regards
Alex

From: BASS Albert
Sent: Tuesday, 24 July 2018 4:47 PM
To: LEE Alex; WILLIS Donna
Cc: CHIU Mark; SOLIMAN Samer; Eggert, Frank
Subject: RE: Draft Procurement Strategy

Hi Alex

In that case you don't need to run a full blown tender. However you will still need an overarching procurement strategy approved by the relevant financial delegate for the full spend with one RFQ. You can't do 4 RFQs because it is against the procurement policy i.e. can't split the contract.

When writing the scope you can describe how you are planning to split the work so that relevant suppliers respond to supply to relevant regions. It becomes more complex when evaluating but I can see you have Frank involved in this project – he can guide you.

Regards
Albert

From: LEE Alex
Sent: Tuesday, 24 July 2018 3:56 PM
To: BASS Albert; WILLIS Donna
Cc: CHIU Mark; SOLIMAN Samer; Eggert, Frank
Subject: RE: Draft Procurement Strategy
Importance: High

Hi Albert

We actually have a panel contract (17.0000302935.1100) which we used to procure 125 portable weigh scales early this year. Since the contract value is more than \$2M, we were advised that we cannot use this panel and must go on to open-tender.

Please advise if we can use the above panel contract, we could split the works into 4 regions which means 4 RFQ's (all will be under \$2M).

Regards
Alex

From: BASS Albert
Sent: Tuesday, 24 July 2018 3:00 PM
To: WILLIS Donna
Cc: CHIU Mark; SOLIMAN Samer; Eggert, Frank; LEE Alex
Subject: RE: Draft Procurement Strategy

Hi Alex

It seems like a niche market. I note that you opted for an open tender, which is the best option but have you considered which suppliers are out there and whether you will be contacting them individually to ensure that you receive competitive responses. Think about which panels of suppliers you will use (if any), where you will promote this request after its been published and include all this info in the strategy.

Have you considered giving the work to just once supplier, or a principal supplier who will oversee subcontractors in different areas, or establishing a panel of suppliers and splitting the work in parcels depending on the area the scales are required to be installed?

Hope this helps. Once updated please revert to me for approval.

Regards
Albert

Albert Bass
Chief Procurement Officer
M: 0427 805 096
www.rms.nsw.gov.au

Every journey matters

Roads and Maritime Services

33 James Craig Road, Rozelle NSW 2039

From: WILLIS Donna
Sent: Tuesday, 24 July 2018 2:24 PM
To: BASS Albert
Cc: CHIU Mark; SOLIMAN Samer; Eggert, Frank; LEE Alex
Subject: RE: Draft Procurement Strategy

Hi Albert,

Would you be able to review the attached procurement strategy and provide feedback. I have already provided my feedback in which Alex has incorporated i.e. there is a separate maintenance panel contract in place so this procurement is only calling for the purchase of equip.

Many thanks,

Donna Willis
Senior Procurement Specialist
Strategic Procurement | Business Services Division
T +61 2 9563 8421 M 0475 831 065
Donna.Willis@rms.nsw.gov.au
www.rms.nsw.gov.au

Every journey matters

Roads and Maritime Services
33 James Craig Road, Rozelle NSW 2039

From: LEE Alex
Sent: Friday, 20 July 2018 12:40 PM
To: WILLIS Donna
Cc: CHIU Mark; SOLIMAN Samer; Eggert, Frank
Subject: RE: Draft Procurement Strategy
Importance: High

Good afternoon Donna

Please see attached my draft procurement strategy.
It would be great if you could review it for me and provide some suggestion or recommendation.

For the Ariba access, Mark will take care of it to ensure I can create sourcing project in Ariba.

Thanks

Alex Lee
Project Engineer – Heavy Vehicles Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
T 02 8848 8225 F 02 8848 8399 E alex.lee@rms.nsw.gov.au
www.rms.nsw.gov.au

Every journey matters

Roads and Maritime Services
110 George Street Parramatta NSW 2150

From: LEE Alex
Sent: Thursday, 19 July 2018 10:18 AM
To: WILLIS Donna

Cc: CHIU Mark; SOLIMAN Samer
Subject: RE: Draft Procurement Strategy

Good morning Donna

Thank you for your prompt reply and assistance.
I will try to fill in more information into the Procurement Strategy.

In term of the Scope of Work and RFP, we are in the final stage with help from external consultant.
Thanks for the clarification and I will forward you the Procurement Strategy by mid next week for your review.

Thanks
Alex

From: WILLIS Donna
Sent: Wednesday, 18 July 2018 12:54 PM
To: LEE Alex
Cc: CHIU Mark; SOLIMAN Samer
Subject: RE: Draft Procurement Strategy

Hi Alex,

I would like to advise that there is a lot more detail that needs to go into the development of the Procurement Strategy. Please see attached two procurement strategies developed within your Division last year that you can use as a guide.

Once you have provided the additional information, I can review it for you and facilitate a review from the Chief Procurement Officer (Albert Bass).

Albert and I can also meet with you and your team so that you can walk us through this procurement engagement and we can then provide guidance on the procurement process and approach.

As this is a high value engagement (strategic procurement event) it is required to be conducted via the Ariba network when publishing the RFP. We can also guide you through this process, however your area will need to develop the Scope of Work and the RFP. I have attached the RMS RFP template that would need to used.

Trust this clarifies. Happy to discuss further or come and meet with you.

Kind Regards,

Donna Willis
Senior Procurement Specialist
Strategic Procurement | Business Services Division
T +61 2 9563 8421 M [REDACTED]
Donna.Willis@rms.nsw.gov.au
www.rms.nsw.gov.au

Every journey matters

Roads and Maritime Services
33 James Craig Road, Rozelle NSW 2039

From: LEE Alex
Sent: Wednesday, 18 July 2018 10:43 AM
To: WILLIS Donna
Cc: CHIU Mark; SOLIMAN Samer
Subject: RE: Draft Procurement Strategy
Importance: High

Good morning Donna

Could you please provide me some advice on my procurement strategy?
We are looking to go live early next month to meet the ministerial commitment.

Please let me know what I need to do to speed up the process.

Best Regards

Alex Lee

Project Engineer – Heavy Vehicles Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
T 02 8848 8225 F 02 8848 8399 E alex.lee@rms.nsw.gov.au

www.rms.nsw.gov.au

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Roads and Maritime Services

110 George Street Parramatta NSW 2150

From: CHIU Mark
Sent: Friday, 13 July 2018 1:01 PM
To: WILLIS Donna
Cc: LEE Alex
Subject: FW: Draft Procurement Strategy

Hi Donna,
I met with Alex today to discuss his strategic procurement. He has forwarded me his draft procurement strategy (attached).
Could you provide him with some advice as this is more your area?

Best regards
Mark

From: LEE Alex
Sent: Friday, 13 July 2018 11:50 AM
To: CHIU Mark
Subject: Draft Procurement Strategy

Hi Mark

Thanks so much for your time today

As discussed, please see attached for the draft procurement strategy

Regards

Alex Lee

Project Engineer – Heavy Vehicles Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
T 02 8848 8225 F 02 8848 8399 E alex.lee@rms.nsw.gov.au

www.rms.nsw.gov.au

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Roads and Maritime Services

110 George Street Parramatta NSW 2150

Re: Open tender with value \$4.7M (My Transport - PRO0200243)

From: samer.soliman@rms.nsw.gov.au
To: LEE Alex <alex.lee@rms.nsw.gov.au>
Date: Thu, 26 Jul 2018 09:47:08 +1000

Yes mate call me any time.

Sent from my iPhone

On 26 Jul 2018, at 9:06 am, LEE Alex <Alex.LEE@rms.nsw.gov.au> wrote:

Hi Samer

3 things we need to clarify:

1. Pending the "YES" with single RFQ on existing panel from Albert
2. Should we get help from TSS Strategic Procurement Team or just stick with RMS Procurement Team
3. Nathan need to prepare new contract documents

Can I call you at 11:00 am to discuss?

Cheers
Alex

From: WILLIS Donna
Sent: Wednesday, 25 July 2018 2:39 PM
To: LEE Alex; Eggert, Frank
Cc: BASS Albert; Badovinac, Tanya; Vakaravia, Simon; SOLIMAN Samer
Subject: RE: Open tender with value \$4.7M (My Transport - PRO0200243)

Hi All,

I would like to clarify that as this procurement is a 'direct' strategic procurement, TSS Strategic Procurement would be charging CaRS a 'fee for service' to conduct this 'sourcing' activity. Alex; I would like to make you aware of this.

Frank, can you please clarify if you have provided a 'fee for service' quote to Alex on conducting this 'sourcing' activity on behalf of RMS CaRS Division.

I would also like to clarify, that the RMS CPO would need to be one of the procurement strategy 'approvers' as per RMS Procurement process and procedure.

Kind Regards,

Donna Willis
Senior Procurement Specialist
Strategic Procurement | Business Services Division
T +61 2 9563 8421 M [REDACTED]
Donna.Willis@rms.nsw.gov.au
www.rms.nsw.gov.au

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Roads and Maritime Services
33 James Craig Road, Rozelle NSW 2039

From: LEE Alex
Sent: Wednesday, 25 July 2018 9:45 AM
To: Eggert, Frank
Cc: BASS Albert; WILLIS Donna; Badovinac, Tanya; Vakaravia, Simon; SOLIMAN Samer
Subject: RE: Open tender with value \$4.7M (My Transport - PRO0200243)

Good Morning Frank

I would like to confirm TSS Strategic Procurement will be assisting to finalising and approving the Procurement Strategy.

However, I am still waiting for the "YES" from Albert. After that I will finalise and forward the draft Procurement Strategy to your team.

Cheers
Alex

From: Eggert, Frank [<mailto:Frank.Eggert@transport.nsw.gov.au>]
Sent: Wednesday, 25 July 2018 9:24 AM
To: LEE Alex
Cc: BASS Albert; WILLIS Donna; Badovinac, Tanya; Vakaravia, Simon
Subject: FW: Open tender with value \$4.7M (My Transport - PRO0200243)

Hi Alex,
In accordance with Albert's email attached, please confirm that the TSS Strategic Procurement will be assisting you with finalising and approving the Procurement Strategy and the subsequent yet to be agreed, tender processes? If so, please send me a copy of the current DRAFT Procurement Strategy and also, advise me of a date and time next week when we could meet at your offices to discuss this project.

SENSITIVE: NSW GOVERNMENT

cheers, Frank
TSS Procurement
Mob [REDACTED]

From: Eggert, Frank
Sent: Friday, 20 July 2018 2:35 PM
To: LEE Alex
Cc: Vakaravia, Simon; Badovinac, Tanya
Subject: RE: Open tender with value \$4.7M (My Transport - PRO0200243)

Hi Alex,
In accordance with your emails below and attached, I will notate in MyTransport that the RMS Procurement Team will be helping you with the procurement strategy and the subsequent, tender process. Your MyTransport Request will be updated to Complete.

SENSITIVE: NSW GOVERNMENT

cheers, Frank
TSS Procurement
Mob [REDACTED]

From: LEE Alex [<mailto:Alex.LEE@rms.nsw.gov.au>]
Sent: Friday, 20 July 2018 12:28 PM
To: Eggert, Frank
Cc: Vakaravia, Simon; Badovinac, Tanya
Subject: RE: Open tender with value \$4.7M (My Transport - PRO0200243)

Good afternoon Frank

Thanks for your prompt reply.

I had contacted Donna Willis from RMS Procurement Team who will help me with the procurement strategy.

Regards

Alex Lee

Project Engineer – Heavy Vehicles Programs

Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services

T 02 8848 8225 F 02 8848 8399 E alex.lee@rms.nsw.gov.au

www.rms.nsw.gov.au

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Roads and Maritime Services

110 George Street Parramatta NSW 2150

From: Eggert, Frank [<mailto:Frank.Eggert@transport.nsw.gov.au>]

Sent: Thursday, 19 July 2018 2:38 PM

To: LEE Alex

Cc: Vakaravia, Simon; Badovinac, Tanya

Subject: RE: Open tender with value \$4.7M (My Transport - PRO0200243)

Hi Alex,

Happy to initiate a DRAFT Procurement Strategy for your review and comment but I will need access to the approved business case.

Is this project a replacement program for the current mobile HV scales used by the IVRs and if so, have we revised the specifications for the portable weigh scales to be procured to incorporate any lessons learned from the current equipment?

SENSITIVE: NSW GOVERNMENT

thanks,

Frank Eggert

Procurement Manager

Strategic Category Management

Transport Shared Services

People and Corporate Services

Transport for NSW

T 02 8575 0985 | M [REDACTED]

Level 2, 2-14 Elsie Street Burwood NSW 2134

<image001.jpg>

I use public transport... plan your trip at transportnsw.info

Get on board with Opal at opal.com.au

From: LEE Alex [<mailto:Alex.LEE@rms.nsw.gov.au>]

Sent: Friday, 29 June 2018 3:16 PM

To: Procurement Support Services

Subject: Open tender with value \$4.7M

Hi there

I will call for an open tender (in eTendering Website) to purchase more than 300 units of portable weigh scales with value about \$4.7M.

Project description as below:

<image002.png>

I would like to initiating the Procurement Strategy.

Regards

Alex Lee

Project Engineer – Heavy Vehicles Programs

Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services

T 02 8848 8225 F 02 8848 8399 E alex.lee@rms.nsw.gov.au

www.rms.nsw.gov.au

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Roads and Maritime Services

110 George Street Parramatta NSW 2150

<image003.jpg>

Before printing, please consider the environment

IMPORTANT NOTICE: This email and any attachment to it are intended only to be read or used by the named addressee. It is confidential and may contain legally privileged information. No confidentiality or privilege is waived or lost by any mistaken transmission to you. Roads and Maritime Services is not responsible for any unauthorised alterations to this email or attachment to it. Views expressed in this message are those of the individual sender, and are not necessarily the views of Roads and Maritime Services. If you receive this email in error, please immediately delete it from your system and notify the sender. You must not disclose, copy or use any part of this email if you are not the intended recipient.

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RE: Revised Procurement Strategy

From: LEE Alex <alex.lee@rms.nsw.gov.au>
To: WILLIS Donna <donna.willis@rms.nsw.gov.au>
Cc: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>, BASS Albert <albert.bass@rms.nsw.gov.au>, CHIU Mark <mark.chiu@rms.nsw.gov.au>
Date: Mon, 30 Jul 2018 13:08:26 +1000
Attachments: 05 Request for Tenders.pdf (739.53 kB); Tender Evaluation.pdf (151.44 kB)

Thanks Donna.

I think you are after the documents showing the open tendered panel requirements(RFT document) and the successful vendors who can supply portable weigh scales. I have attached this information here for your information.

- 1) "05 Request for Tenders" – Open tendered panel scope/requirements.
 - a. Market Scan: On page 8, it specifies that RMS wants ALL portable weigh scale suppliers, not just the current brand that RMS has utilised for 20+ years("PAT" brand):
IMPORTANT NOTE FOR CATEGORY B ONLY:
In relation to procurement of new Category B systems, Roads and Maritime may consider brands not specified above if the tenderer can demonstrate equal or superior performance, life expectancy and serviceability.
- 2) "Tender Evaluation" : the tender evaluation report prepared by the external probity officer from WSP.
 - a. Portable Weigh Scale suppliers: On page 1 of this document, you can see that the panel is separated into 2 categories. Category B includes all suppliers for portable weigh scales. Note that ALL submissions for scales were successful in being added to the panel, so we are confident with the market scan and that there is no real benefit from going to open tender again, unless you advise us.
 - b. Category B vendors which can supply vehicle weight management hardware including portable weigh scales(and we will seek quotations from if the RFQ process/direction is approved by yourself/Albert):
 - i. Nepean
 - ii. C.I.C Engineering
 - iii. Weighpack & Electrical
 - iv. AccuWeigh
 - v. Novation Engineering

Could you please review so you can advise regarding the appropriate direction for this procurement at our 2pm meeting?

Regards,
Alex

From: WILLIS Donna
Sent: Monday, 30 July 2018 11:27 AM
To: LEE Alex
Cc: SOLIMAN Samer; BASS Albert; CHIU Mark
Subject: RE: Revised Procurement Strategy

Hi Alex,

I would like to advise that the attached contract you have sent me is only a template. Can you please send me the Panel (deed) contract that was signed with successful panel members.

Many thanks,

Donna Willis
Senior Procurement Specialist
Strategic Procurement | Business Services Division
T +61 2 9563 8421 M [REDACTED]
Donna.Willis@rms.nsw.gov.au
www.rms.nsw.gov.au

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Roads and Maritime Services
33 James Craig Road, Rozelle NSW 2039

From: LEE Alex
Sent: Friday, 27 July 2018 5:12 PM
To: WILLIS Donna
Cc: SOLIMAN Samer; BASS Albert; CHIU Mark
Subject: Revised Procurement Strategy
Importance: High

Hi Donna

Thanks for organising the teleconference and clarifying the RFQ issues for us.

Please see attached the revised procurement strategy_v04 for you to review.
I have also attached the panel deed for panel contract 17.0000302935.1100 as per requested.

Let's chat again Monday afternoon
Have a good weekend

Alex Lee
Project Engineer – Heavy Vehicles Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
T 02 8848 8225 F 02 8848 8399 E alex.lee@rms.nsw.gov.au
www.rms.nsw.gov.au
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Roads and Maritime Services
110 George Street Parramatta NSW 2150

Minor Physical Works and Services

Request for Tenders



Contents

1. Notice to Tenderers	5
1.1 Description of tender	5
1.2 NSW Government Code of Practice for Procurement and Implementation Guidelines	5
1.3 Other details	7
1.4 GST information	10
1.5 RMS statement of business ethics	10
2. Summary of requirements for tender	11
2.1 Eligibility to tender	11
2.2 Lodging a conforming tender	11
2.3 Lodging an alternative tender	11
2.4 Post-tender supporting information	11
3. Eligibility to tender	11
3.1 WHS system accreditation	11
3.2 Pre-tender meeting and site inspection	11
3.3 Aboriginal Participation in Construction	11
3.4 Building Code & Australian Government Work Health and Safety Accreditation Scheme	12
3.5 RMS Customer Charter	12
4. Lodging a conforming tender	12
4.1 Tender Form	12
4.2 Schedule of Rates	12
4.3 Schedule of Prices	12
4.4 Statutory declaration	13
4.5 Compliance with Building Code & Australian Government Work Health and Safety Accreditation Scheme	13
5. Lodging an alternative tender	16
5.1 You must also lodge conforming tender	16
5.2 Details required for alternative tender	16
5.3 Consideration of alternative tender	16
5.4 Conditions applicable to alternative tenders	16
6. Post-tender supporting information	17
6.1 Supporting information to be supplied on request	17
6.2 Contract disclosure and related body corporate	17
6.3 Heavy Vehicle National Law - Chain of Responsibility	17
6.4 Aboriginal Participation in Construction	17

6.5 Workplace Relations Management Details	18
6.6 Other information	18
7. Tender pricing considerations	19
7.1 Commercial products nominated by RMS	19
7.2 Goods and services tax	19
7.3 Customs duty	19
8 Assessment of tenders	19
8.1 Late tenders	19
8.2 Application of GST adjustment for non-GST taxpayers	20
8.3 Best value for money assessment	20
9 General	20
9.1 Tender validity period	20
9.2 Acceptance of tender	20
9.3 Information provided for convenience only	20
9.4 Information not exhaustive	21
9.5 Estimated quantities	21
9.6 Subcontractors not approved	21
Annexure CT1	23
Statutory declaration	23
Annexure CT2	27
Other information to be submitted	27
Annexure CT3	29
Other assessment criteria	29
Annexure CT4A	31
Declaration of Compliance with the Building Code	31
Annexure CT4B	38
Confirmation of Accreditation Status under the Australian Government WHS Accreditation Scheme	38
Annexure CT5	39
Schedule of Compliance with NSW Government's Implementation Guidelines to the NSW Government Code of Practice for Procurement	39
Annexure CT6	43
Conforming tender checklist	43

ROADS AND MARITIME SERVICES (RMS)

Minor Physical Works and Services

Request for Tenders

1. Notice to Tenderers

1.1 Description of tender

Roads and Maritime Services (RMS) seeks tenders for the Contracted Work described in the Tender Documents.

1.2 NSW Government Code of Practice for Procurement and Implementation Guidelines

Terminology

- .1 The New South Wales Government's Code of Practice for Procurement (NSW Code) and the New South Wales Government's Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction (NSW Guidelines) apply to the project the subject of this procurement process.
- .2 Terms used in this section 1 of this procurement process (under the heading NSW Code and Implementation Guidelines) have the same meaning as is attributed to them in the NSW Guidelines (as published by the NSW Treasury in July 2013).

Primary obligation

- .3 By submitting a response to this procurement process, the tenderer acknowledges and agrees that it:
 - is aware that the NSW Code and NSW Guidelines apply to the project;
 - is taken to have read and understood the NSW Code and NSW Guidelines and the obligations they impose;
 - will comply with the NSW Code and NSW Guidelines on this project, which includes, but is not limited to giving access to authorised personnel to inspect any work, material, or machinery, inspect and copy any record relevant to the project, and interview any person;
 - will agree, if successful in this procurement process, to contractual terms that give effect to the NSW Code and NSW Guidelines and mechanisms to ensure their compliance and enforcement; and
 - will comply with, and ensure all of its related entities (as defined in the NSW Guidelines) comply with, the NSW Code and NSW Guidelines in respect of any of their building and construction work (including any subsequent privately funded work), on and from the date of submitting a response to this procurement process.

Cost, efficiency, productivity and workplace safety

- .4 The tenderer agrees that it must include in its response:
- where required in Annexure CT2, a Workplace Relations Management Plan (State) and any other documents and information necessary to meet the requirements of section 6.1 of the NSW Guidelines;
 - a Work Health and Safety Management Plan or Site Specific Safety Management Plan and any other documents and information necessary to meet the requirements of section 9 of the NSW Guidelines; *[noting that the tenderer who adopts and complies with the “Work Health and Safety Management Systems and Audit Guidelines, 5th Edition published September 2013” and demonstrates that compliance in its tender will not be required to submit a separate “Work Health and Safety Management Plan” under section 9 of the NSW Guidelines, as given in “Practice Direction 2013/2 – Workplace Safety” issued by the NSW Industrial Relations]*
and
 - the Schedule of Compliance that is attached as Annexure CT5 to this Request for Tenders, properly executed by or on behalf of the tenderer.
- .5 The tenderer acknowledges that by submitting this response it agrees to RMS and the Construction Compliance Unit (CCU) taking any steps to investigate claims, statements and assertions made by the tenderer in any of the documents referred to above in paragraph .4 of this clause before any contract is awarded. The tenderer acknowledges and agrees to cooperate with RMS and the CCU in respect of the investigation of compliance with the NSW Guidelines and further agrees that that compliance is a mandatory requirement of the procurement process. The tenderer will allow authorised personnel to:
- access premises and sites controlled by the tenderer or its related entities;
 - inspect and copy relevant records and documents;
 - inspect any work, material, machinery, appliance article or facility; and
 - interview any person;
- as is necessary to investigate the claims, statements and assertions made by the tenderer in the response or to demonstrate the tenderer's current or, where relevant, past compliance with the NSW Code and NSW Guidelines during the procurement process.
- Disclosure of information*
- .6 Notwithstanding any other provision of the procurement process, the tenderer agrees and consents to the disclosure of information concerning the tenderer's, and the tenderer's related entities', compliance with the NSW Code and NSW Guidelines, including the disclosure of details of past and present compliance to the NSW Code and NSW Guidelines, as varied from time to time,

including whether or not sanctions have been imposed on a tenderer or any of its related entities by the Commonwealth or any State or any government agency. This consent is given to the State of New South Wales, including its agencies (including RMS), Ministers and the CCU (and its authorised personnel) for purposes including monitoring and investigating compliance and ensuring, facilitating and promoting compliance with the NSW Code and NSW Guidelines.

Subcontractors etc

.7 Where the tenderer proposes to subcontract the works, the tenderer agrees that it will ensure, through contract, that each subcontractor or consultant agrees to:

- the contractual promises in clauses paragraph .3 of this clause (Primary obligation) and paragraph .6 of this clause (Disclosure of information) in respect of the relevant subcontractor or consultant;
- comply with the applicable plans and policies on the project referred to in clause paragraph .4 of this clause (Cost, efficiency, productivity and workplace safety); and
- where a subcontractor or consultant is nominated in procurement process documents, that the nominated party cooperates with authorised personnel during the procurement process for the purposes outlined in paragraph .5 of this clause.

1.3 Other details

.1 Description of Work

Roads and Maritime Services aims to improve road safety for the heavy vehicle industry and the wider community through effective regulatory programs, and high quality compliance, enforcement and adjudication programs and systems.

The Heavy Vehicles Programs Branch of Roads and Maritime carries out enforcement, inspections and checks on heavy vehicles at sites throughout New South Wales.

The Heavy Vehicles Branch is seeking tenders from experienced and capable contractors for maintenance of their assets. These assets include Heavy Vehicle Safety Stations and on-road HV enforcement sites, Safe-T-Cam Sites, Average Speed Camera Sites and Over Height Detection Sites.

The locations of some of these sites can be found on the Roads and Maritime website using the following links:

Heavy Vehicle Safety Stations – click [here](#)

Safe-T-Cam Sites – click [here](#)

Average speed camera Sites – click [here](#)

The work at these sites will fall into one of the two following categories:

CATEGORY A

- *Civil work, such as earthworks, concreting, asphalt patching, installation or repair of safety barriers systems, boring works at HV sites, installation or repair of enforcement signage, and enforcement line marking. Specifically, the above scope is indicative of expected works for Heavy Vehicle enforcement programs, it is the program managers or equivalent expectations that all tenderers have a good understanding of the enforcement programs and its specific requirements.*
- *Fabrication and installation of steel roadside infrastructure and ad-hoc minor fabrication works required by the project manager used for enforcement programs, such as ASC (also known as point-to-point) cameras and Safe-T-Cams etc.*
- *Electrical work, including installation and maintenance of electrical supply and distribution for HV enforcement programs, communications, lighting, portable power supplies, ad-hoc minor electrical works required by the project manager at HV enforcement sites, maintenance of ITS equipment used at Heavy Vehicle Safety Stations and various HV enforcement sites around the state.*
- *Signage installation, comprising advisory and regulatory signs used for heavy vehicle programs including electronic signs used for HV enforcement sites.*

CATEGORY B

- *Procurement and maintenance of existing Weigh-in-Motion systems*
- *Procurement and Maintenance of PAT brand and HAENNI brand portable weighing scales and serviceable spare parts used by heavy vehicle inspectors, including calibration and annual verification.*
- *Procurement and Maintenance of weighbridges, including calibration and annual certification*
- *Procurement and Maintenance of MAHA and Nepean Transport brake testing equipment, including calibration and annual certification.*

IMPORTANT NOTE FOR CATEGORY B ONLY:

In relation to procurement of new Category B systems, Roads and Maritime may consider brands not specified above if the tenderer can demonstrate equal or superior performance, life expectancy and serviceability.

All work shall be carried out in accordance with the Roads and Maritime specifications as published on the website

<http://www.rms.nsw.gov.au/business-industry/partners-suppliers/document-types/specifications/qa/index.html>

Current examples of some relevant specifications are included in the tender documents.

.2 Nature of Contract

The Contract is a Minor Works and Physical Services Work As Ordered Contract. This tender is a non-price tender.

.3 Documents

The following documents are relevant to this tender:

Request for Tenders

The Tender Documents

(A) Tender Form

(B) Terms for Contracted Work

(C) Instrument of Agreement

(D) Contract Schedule

(E) The Specifications as listed below:

- *G2-C41*
- *G10*
- *G22*
- *G36*
- *G38*
- *Q2 / Q4*
- *R53*
- *R71*
- *R101*
- *R116*
- *R132*
- *R142*
- *R143*
- *R173*
- *R201*
- *R300*
- *R302*
- *R304*
- *R311*
- *R312*
- *R319*
- *R320*
- *R321*

.4 Enquiries

General enquiries may be directed to Mr. Alex Dubois on 02 8849 0636

.5 Tender Lodgement Requirements

Tenders are to be enclosed in a sealed envelope, endorsed with "Tender for Contract No. 17.0000302935.1100" and the closing date.

Tenders are to be either:

placed in the Tender Box at the main entrance to the Roads and Maritime office at 99 Phillip Street, Parramatta NSW 2150;

or

Mailed to: - Tender Box

"Tender for Contract No. 17.0000302935.1100"

c/o Attention: Alex Dubois

Roads and Maritime Services

99 Phillip Street

PARRAMATTA NSW 2150

so as to be received before: 2:30pm Friday the 6th October, 2017.

Tenders submitted by facsimile or email will not be accepted. Tenders received after the closing time will be considered to be late, regardless of the time and date of posting. Attention is drawn to Section 5.2 of the NSW Government Code of Practice for Procurement in relation to receipt of tenders. RMS will consider late tenders in accordance with this section of the NSW Code.

.6 Contractor Performance Reporting

During the course of the Contract, the contractor's performance will be monitored against the specific scope of each work order. Substantiated reports of unsatisfactory performance may or may not result in future opportunities for NSW Government work being curtailed.

1.4 GST information

Information and requirements relating to the GST are set out in clause 7.2.

Please note in particular that special requirements apply to tenderers who are not registered for GST or who wish to enter into a Voluntary Agreement for withholding Pay As You Go taxation (refer clauses 7.2 and 8.4).

1.5 RMS statement of business ethics

You must comply with the RMS Statement of Business Ethics. Copies of the statement are available from the RMS' website.

<http://www.rms.nsw.gov.au/about/what-we-do/ethics/statement-business-ethics.html>

2. Summary of requirements for tender

2.1 Eligibility to tender

To be eligible to tender, you must:

- .1 Have an accredited WHS Management System if applicable (*see clause 3.1*), and
- ~~.2 Attend the Pre-Tender Meeting (if any) (*see clause 3.2*), and~~
- ~~.3 Attend the Site Inspection (if any) (*see clause 3.2*).~~
- .4 For Category A work, demonstrate that you have carried out similar work for Heavy Vehicle Enforcement programs for Roads and Maritime in the last twelve (12) months**
- .5 For Category B work, demonstrate that you have carried out similar work for Heavy Vehicle Enforcement programs for Roads and Maritime in the last twenty-four (24) months; or demonstrate that you have carried out similar work for another State Government Agency in the last twenty-four (24) months**

2.2 Lodging a conforming tender

To lodge a conforming tender, you must do all the things set out in the Conforming Tender Checklist attached to this document (please note tenders submitted by facsimile to RMS will not be considered).

2.3 Lodging an alternative tender

If you wish to lodge an alternative tender, you must also lodge a conforming tender and provide the details set out in clause 5.

2.4 Post-tender supporting information

To ensure that your tender remains conforming, you must provide supporting information within 5 working days of a request (*see clause 6*).

3. Eligibility to tender

3.1 WHS system accreditation

You must have a Work, Health and Safety System in place if required by the Tender Documents. The System must comply with the NSW Government WHS Management Systems Guidelines and must be accredited for RMS contracts.

3.2 Pre-tender meeting and site inspection

~~You or your representative must attend any pre-tender meeting and/or site inspection held by RMS in relation to the Tender.~~

3.3 Aboriginal Participation in Construction

To the extent required by the Contract you must demonstrate your commitment and capacity to plan and facilitate Aboriginal participation in employment, training and development of Aboriginal enterprises in

accordance with the NSW Government Policy on Aboriginal Participation in Construction (1 May 2015 or later update).

3.4 Building Code & Australian Government Work Health and Safety Accreditation Scheme

To the extent required by the contract you must demonstrate your commitment and capacity to comply with the Building Code issued under subsection 34(1) of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth), being the document titled '*Code for the Tendering and Performance of Building Work 2016*'.

To the extent required by the contract you must demonstrate your commitment and capacity to comply with all conditions of the Australian Government Work Health and Safety Accreditation Scheme.

3.5 RMS Customer Charter

Your attention is drawn to the RMS Customer Charter which is available from <http://www.rms.nsw.gov.au/customercharter/index.html>.

You should follow this charter in dealing with RMS customers under the contract.

4. Lodging a conforming tender

4.1 Tender Form

The Tender Form must be properly completed and signed and initialled by you or by someone on your behalf as a binding legal document.

~~4.2 Schedule of Rates~~

~~The Schedule of Rates (if applicable) must be completed with all items listed being priced and with no new items added.~~

~~4.3 Schedule of Prices~~

~~The Schedule of Prices (if applicable) must be prepared so as to meet the following requirements. The Schedule of Prices must:~~

- ~~.1 include all items for which RMS has suggested a provisional quantity, and~~
- ~~.2 use the provisional quantities (if any) suggested by RMS, and~~
- ~~.3 only include items which form part of the Contracted Work described in the Tender Documents, and~~
- ~~.4 be fully priced, and~~
- ~~.5 when all the prices and items are extended, equal the lump sum component of the tender price.~~

~~If your Schedule of Prices includes an item which is not acceptable to RMS or is not part of the Contracted Work described in the Tender Documents, RMS may insist on the item being deleted. If that occurs,~~

~~the Schedule of Prices will be adjusted by agreement between RMS and yourself to ensure that the total of the prices as extended of all remaining items continues to equal the lump sum component of the tender price.~~

4.4 Statutory declaration

The statutory declaration must be:

- .1 in the form set out in Annexure CT1, and
- .2 made by you or by a person who is in a position to know the facts attested to in the statutory declaration, and
- .3 signed by the declarant in the presence of a Justice of the Peace or a solicitor of the Supreme Court or another person authorised to administer an oath under the Oaths Act 1900 (NSW).

4.5 Compliance with Building Code & Australian Government Work Health and Safety Accreditation Scheme

4.5.1 Building Code

Where the Contract Schedule specifies that the '*Code for the Tendering and Performance of Building Work 2016*' (Building Code) issued under subsection 34(1) of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) (BCIIP Act) applies because the Commonwealth funding (above the minimum thresholds specified in Schedule 1 of the Building Code) has been received for the Contracted Work or for the project which the Contracted Work forms part of:

- .1 The tenderer agrees that it must include in its tender:
 - a) a signed "Declaration of Compliance" in the form of Annexure CT4A to this Request for Tender;
 - b) the further information outlined in Attachment A to the Declaration of Compliance; and
 - c) a written confirmation as to whether on or after 2 December 2016, the tenderer or a Related Entity (as defined in subsection 3(2) of the Building Code) of the tenderer submitted a response to an expression of interest or tender (howsoever described) for Commonwealth funded Building Work (as defined in subsection 3(4) of the Building Code) (regardless of whether or not that project was procured by RMS or whether or not the tenderer or the tenderer's Related Entity were successful); *[noting that this written confirmation is required to be submitted by the tenderer even if the Contract Schedule states that the Building Code does not apply to the Contracted Work]*

to demonstrate the tenderer's compliance with the Building Code.

- .2 To be eligible to tender for the Contracted Work the subject of this Request for Tender, tenderers must, on and from the date on which

the tenderers submit their tenders in response to this Request for Tender, at all times meet the following eligibility requirements:

- a) neither the tenderer nor any of the tenderer's Related Entities may be subject to an Exclusion Sanction (as defined in subsection 3(3) of the Building Code);
 - b) the tenderer and each of the tenderer's Related Entities must comply with the Building Code when performing:
 - (i) the Contracted Work the subject of this Request for Tender (if the tenderer is the successful tenderer); and
 - (ii) all other Building Work (including privately funded projects) on and from the date on which the tenderer submits their response to this Request for Tender (even if the tenderer is not the successful tenderer);
 - c) the tenderer must be eligible to perform Commonwealth Funded Building Work (Building Work in items 1-8 of Schedule 1 of the Building Code);
 - d) subject to the exceptions set out in subsection 26(5) of the Building Code, the tenderer must not have had an adverse decision, direction or order made by a court or tribunal for a breach of the BCIP Act, a Designated Building Law (as defined in the BCIP Act), work health and safety law (including, but not limited to, the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW)) or competition and consumer law (including, but not limited to, the *Competition and Consumer Act 2010* (Cth)) and failed to comply with the decision, direction or order;
 - e) the tenderer must, if it is the successful tenderer, undertake to only use products in relation to the Contracted Work the subject of this Request for Tender that, at a minimum, comply with the relevant Australian standards published by, or on behalf of, Standards Australia Limited (ABN 85 087 326 690); and
 - f) the tenderer must demonstrate a positive commitment to the provision of appropriate training and skill development for their workforce.
- .3 It is a precondition to RMS entering into a contract with the tenderer to perform the Contracted Work the subject of this Request for Tender that:
- a) the tenderer confirms whether, within the three years preceding the date of this Request for Tender, the tenderer has:
 - (i) had an adverse decision, direction or order made by a court or tribunal for a breach of a Designated Building Law, work health and safety law (including, but not

limited to, the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW)) or the *Migration Act 1958* (Cth); or

- (ii) been required to pay any amounts under an adjudication certificate (provided in accordance with a law relating to the security of payments (including, but not limited to, the *Building and Construction Industry Security of Payment Act 1999* (NSW)), that are due to persons in respect of Building Work); or
- (iii) owed any unsatisfied judgement debts (including by any Related Entity) to a Building Contractor (as defined in the BCIP Act) or a Building Industry Participant (as defined in the BCIP Act); and

- b) the tenderer must at no time be excluded from performing Building Work funded by a state or territory government (unless approval to engage the tenderer has been obtained from the Australian Building and Construction Commissioner referred to in subsection 15(1) of the BCIP Act (ABC Commissioner)).

.4 The tenderer is required to include in its tender the following information, which may be used by RMS in determining whether to award the Contracted Work the subject of this Request for Tender to the tenderer:

- a) the extent to which domestically sourced and manufactured building materials will be used to undertake the Building Work;
- b) the tenderer's assessment of the whole-of-life costs of the project to which the Building Work relates;
- c) the impact on jobs of the project to which the Building Work relates; and
- d) whether the project to which the Building Work relates will contribute to skills growth.

4.5.2 Australian Government WHS Accreditation Scheme

Where the Contract Schedule specifies that the Australian Government Work Health and Safety Accreditation Scheme established by section 43 of the BCIP Act (the **Scheme**) applies because the Commonwealth funding (above the minimum thresholds specified in regulation 26(1)(c) and/or 26(1)(d) of the *Fair Work (Building Industry - Accreditation Scheme) Regulation 2016* (Cth)) has been received for the project which the Contracted Work forms part of :

- .1 Tenderers must, as part of their response, submit a signed "Confirmation of Accreditation Status" which is attached as Annexure CT4B to this Request for Tender; and
- .2 The successful tenderer must:

- a) be accredited under the Scheme when entering into contracts for 'building work' (as defined in the BCIP Act) and maintain accreditation under the Scheme while the 'building work' (as defined in the BCIP Act) is being carried out; and
- b) comply with all conditions of accreditation under the Scheme.

Where the tenderer satisfies one of the exemptions to the requirement to be accredited under the Scheme specified in regulation 26 of the *Fair Work (Building Industry – Accreditation Scheme) Regulation 2016* (Cth), the tenderer will not be required to be accredited for the purposes of this Request for Tender.

Tenderers' attention is drawn to section 26(1)(f) of the *Fair Work (Building Industry – Accreditation Scheme) Regulation 2016* (Cth), which outlines provisions applying to joint ventures that include accredited and unaccredited participants.

5. Lodging an alternative tender

5.1 You must also lodge conforming tender

You may lodge an alternative tender as long as you also lodge a conforming Tender.

A separate tender form must be submitted for each alternative tender with accompanying Pricing Schedule(s).

5.2 Details required for alternative tender

If you submit an alternative tender, you must:

- .1 show how it differs from the Tender Documents, and
- .2 show that the alternative tender satisfies the design and performance criteria on which the Tender Documents rely, and
- .3 detail and quantify the advantages which the alternative tender offers to RMS, and
- .4 identify the effects of the alternative tender on the tender price and timing of the Contracted Work, and
- .5 propose milestones for the submission of further drawings and specifications.

5.3 Consideration of alternative tender

RMS may consider your alternative tender even though your conforming Tender is not the lowest in price.

5.4 Conditions applicable to alternative tenders

RMS may impose conditions on the acceptance of an alternative tender in addition to the conditions set out in the Tender Documents. This does not limit the RMS' right to accept any tender conditionally.

6. Post-tender supporting information

6.1 Supporting information to be supplied on request

You must submit the following supporting information within 5 working days of a request by RMS:

- .1 Contract Disclosure and Related Body Corporate (*see clause 6.2*).
- .2 Chain of Responsibility details (*see clause 6.3*)
- .3 Aboriginal Participation in Construction details (*see clause 6.4*)
- .4 Workplace Relations Management Details (*see clause 6.5*)
- .5 Other Information (*see clause 6.6*).

6.2 Contract disclosure and related body corporate

RMS will disclose the contract information required by as per Division 5, Part 3 of the Government Information (Public Access) Act 2009. To allow RMS to comply you must submit particulars of any related body corporate (within the meaning of the Corporations Act 2001 of the Commonwealth) in respect of your company, or any other private sector entity in which you have an interest, that will be involved in carrying out any of your obligations under the contract or will receive a benefit under the contract.

6.3 Heavy Vehicle National Law - Chain of Responsibility

The Tenderer's attention is drawn to the chain of responsibility provisions of the Heavy Vehicle National Law. Under the Heavy Vehicle National Law, the successful Tenderer may be a party to the chain of responsibility.

The chain of responsibility provisions are directed at ensuring that road transport operations involving heavy vehicles are conducted safely for all road users, and without causing damage to assets or infrastructure or having significant adverse effects on the environment or community amenity.

Where required in Annexure CT2, the chain of responsibility (CoR) details must include a CoR Management Plan.

6.4 Aboriginal Participation in Construction

The Tenderer's attention is drawn to the requirements of the NSW Government *Policy on Aboriginal Participation in Construction*.

The Policy is available at: <https://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-procurement-reform/construction/policy-framework-construction>.

Where the Policy applies as stated in the Contract Schedule, the Contractor will be required to comply with relevant Category

requirements of the Policy. The Targeted Project Spend (TPS) on Aboriginal participation is as stated in the Contract Schedule.

RMS will determine the TPS before the Contract is executed and the TPS will be included in the executed Contract (or in issued Work Order, where relevant). The TPS will remain fixed for the Contract or Work Order period as relevant, except where RMS and the Contractor agree to re-set it (e.g. where legitimate exclusions were overlooked at tender time).

Where stated in the Contract Schedule, the Contractor will be required to provide the Aboriginal Participation Plan and the Aboriginal Participation Reports, at the times specified in the Contract and in the format prescribed by the NSW Procurement Board. Templates are available at:

<https://www.procurepoint.nsw.gov.au/aboriginal-participation-construction-information-contractors>.

Aboriginal Participation in Construction details submitted by you must include:

- (a) an undertaking that, in the event that you become the Contractor, you are prepared to provide an Aboriginal Participation Plan and the Aboriginal Participation Reports, which must comply with the Policy;
- (b) evidence of your ability to meet the obligations under the Policy on the Contract;
- (c) details of your Aboriginal participation in construction performance outcomes on other RMS or NSW Government contracts;

and where required in Annexure CT2:

- (d) proposed exclusions for determining the TPS.

6.5 Workplace Relations Management Details

Where required in Annexure CT2 of this Request for Tender, the workplace relations management details submitted by you must include:

- a) a Workplace Relations Management Plan (State) complying with the NSW Government Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction (*see clause 1.2*).

6.6 Other information

You must submit other information as listed in Annexure CT2.

7. Tender pricing considerations

7.1 Commercial products nominated by RMS

If a commercial product is referred to by catalogue number or brand name in the Tender Documents, you must base your Tender on the named product even if the Tender Documents allow the successful tenderer to nominate an equivalent or approved equivalent product.

If you wish to nominate alternative products at the time of tender, the nomination must be done as part of an alternative tender.

7.2 Goods and services tax

Your individual tendered rates and prices must exclude Goods and Services Tax (GST) but a separate item for GST is to be included, if it is payable. Any GST Free or Input Taxed Supplies to be made under the Contract must be clearly and separately identified.

If you state your ABN in your tender, RMS will treat you as being registered for GST, unless you advise otherwise. If you will not be registered for GST when the Contract is entered into, you must say so in your tender.

If you wish to enter into a Voluntary Agreement for withholding Pay as You Go taxation ('Voluntary Agreement'), you must say so in your tender and provide the information required for the approved form of a Voluntary Agreement as required by the A New Tax System (Pay As You Go) Act 1999.

7.3 Customs duty

Customs duty is payable on all material, plant and equipment imported into Australia unless exemption from payment of the duty is granted.

If applicable, you must submit with the Tender Form a statement setting out the amount of customs duty included in the tender price in respect of material which will form part of the Contracted Work.

8 Assessment of tenders

8.1 Late tenders

RMS will not consider your tender if it is late unless you establish to the RMS' satisfaction that:

- .1 the cause of the lateness was beyond your control, and
- .2 consideration of the late tender could not possibly compromise the integrity of the tendering process.

8.2 Application of GST adjustment for non-GST taxpayers

If you are not registered for GST or you wish to enter into a Voluntary Agreement, your tender price will be increased by 10% for the purposes of tender assessment.

8.3 Best value for money assessment

Tenders will be assessed on the basis of best value for money. This includes consideration of the following criteria:

- .1 The tender price and the integrity of its structure (after application of applicable Government Purchasing Policies).
- .2 Individual rates and prices and the integrity of their structure.
- .3 Your current financial position and commitments on other contracts.
- .4 Your Quality System documentation and experience and performance in the carrying out of Quality Assurance contracts. (QA contracts only).
- .5 Suitability of proposed personnel, plant, equipment and subcontractors.
- .6 Proposals (where requested in the Tender Documents) and previous performance concerning management of safety, chain of responsibility provisions of the HVNL, workplace relations, environmental protection and community relations.
- .7 Claims history.
- .8 Record of compliance or otherwise with NSW Government Code of Practice for Procurement and Implementation Guidelines.
- .9 Records of performance, claims and compliance with Codes provided by other NSW Government agencies or departments.
- .10 Other criteria listed in Annexure CT3.

9 General

9.1 Tender validity period

Tenders are valid for 60 days after the closing date for Tenders.

9.2 Acceptance of tender

RMS is not bound to accept the lowest or any tender.

A Tender is accepted only when notice in writing of acceptance is issued to you by RMS.

9.3 Information provided for convenience only

Information provided by RMS which does not form part of the Tender Documents is provided only for the convenience of Tenderers. That

information will not form part of a contract awarded as a result of this tender process.

9.4 Information not exhaustive

Information provided by RMS which does not form part of the Tender Documents and which describes the site or conditions which may be encountered during the course of carrying out the Contracted Work is not to be taken as an exhaustive statement of conditions which may be encountered during the course of carrying out the Contracted Work.

9.5 Estimated quantities

The quantities shown in any Schedule of Estimated Quantities issued by RMS are estimated quantities only and are not guaranteed to be the actual or correct quantities of work to be carried out.

9.6 Subcontractors not approved

Acceptance of a Tender by RMS does not constitute an approval of a proposed subcontractor or subcontracted work under clause 6.4 of the Terms for Contracted Work.

Annexure CT1

Statutory declaration

I [insert name] of [insert address] do solemnly and sincerely declare and affirm, in respect of the tender for ('Tender') or any contract arising from the Tender, that:

1. I hold the position of and am duly authorised by ('Tenderer') to make this declaration on its behalf.
2. * To the best of my knowledge, neither the Tenderer nor any of its employees or agents have entered into a contract, arrangement or understanding to pay moneys to a trade association, apart from the normal amount (annual subscription, turnover or contract fee) imposed by that trade association.
- * The Tenderer has agreed to pay a special fee to a trade association of \$..... if it is successful in the Tender.
3. To the best of my knowledge, neither the Tenderer nor any of its employees or agents had knowledge of the price of another tenderer prior to submitting the Tender.
4. To the best of my knowledge, neither the Tenderer nor any of its employees or agents has disclosed the Tenderer's tender price to a rival tenderer.
5. The Tenderer submitted the Tender in good faith and has not deliberately set its tender price above the level of rival tenderers.
6. As at the date of this declaration, the Tenderer intends to do the work the subject of the Tender.
7. To the best of my knowledge, neither the Tenderer nor any of its employees or agents has entered into a contract, arrangement or understanding having the result that the Tenderer or another person will pay money to an unsuccessful tenderer if the Tenderer is successful in the Tender (other than for work or services done or materials supplied under a bona fide contract).
8. The Tenderer has allowed in its Tender for all workers who may be at any time employed on the work under the Contract to be paid, and promises to pay to all such workers in the event that the Tender is accepted, no less than the wages, allowances and other money payable to them pursuant to all relevant legislation, awards, determinations, judgments and agreements in respect of their employment on the work under the Contract.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared at [city or town] on [date]
before me:

Justice of the Peace/Solicitor

Declarant

**Delete whichever is inapplicable*

Authorised Witness' Certificate
Section 34 (1) (c) of the Oaths Act 1900

I, _____
 [being a Justice of the Peace* / Solicitor* / Notary Public* / Commissioner of Oaths*],

certify the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person * **OR** I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering. *
2. I have known the person for at least 12 months * **OR** I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was: *

Insert name of authorised witness

Describe identification document relied on

 Signature of authorised witness

 Date

* delete as applicable

NOTE the following identification is acceptable

- a current driver photo licence
- a current NSW Photo Card or similar photo identification issued by another Australian jurisdiction
- a passport (in English or with an English translation) that has not expired more than 2 years ago
- a current national identity photo card in English or with an English translation
- a current Medicare card, pensioner concession card, Department of Veterans' Affairs entitlement card,
- a current credit card
- a statement of account from a bank, building society or credit union that is not more than 1 year old,
- an electoral enrolment card or other evidence of enrolment as an elector that is not more than 2 years old,
- a student identity card, or a certificate or statement of enrolment, from an educational institution that is not more than 2 years old.

Annexure CT2

Other information to be submitted

You must submit the following additional supporting information within 5 working days of a request by RMS:

Section 6.3 Heavy Vehicle National Law – Chain of Responsibility

6.3.1) For Project Contract:

A Preliminary CoR Management Plan addressing:

- CoR issues of the Tender Documents
- Initial project CoR risk assessment identifying project specific risks, relevant company policies and procedures relevant to identified risks and, where relevant, how the design process and project delivery approach will address chain of responsibility risks during construction.

~~Required / Not required /~~
Not applicable

6.3.2) For Work-as-Ordered Contract or Term Services Contract:

A CoR Management Plan addressing the requirements (a), (b), (c), (e) and (f) specified in Annexure G2-C41/G1

~~Required / Not required /~~
Not applicable

Section 6.4 Aboriginal Participation in Construction

6.4d) Aboriginal Participation

Proposed exclusions for determining the TPS

~~Required / Not required /~~
Not applicable

Section 6.5 Workplace Relations Management Details

a) **Workplace Relations Management Plan (State)** complying with the requirements of section 6.1 of the *NSW Government's Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction*

~~Required /~~ Not required

Section 6.6 Other Information

~~Required~~ / Not required

[insert details]

Annexure CT3

Other assessment criteria

The following additional criteria will be considered in the assessment of Tenders:

The following additional criteria will be considered in the assessment of Tenders:

- *Demonstrated experience in carrying out the specified work*
- *Responsiveness in carrying out the specified work*
- *Adaptability and flexibility to meet customers' objectives in carrying the specified work.*

You must submit supporting information for these assessment criteria by completing either Form A for Category A works or Form B for Category B Works.

Annexure CT4A

Declaration of Compliance with the Building Code

This Declaration of Compliance must be completed by the Tenderer and lodged with its Tender. Any Tender in which this Declaration of Compliance is not completed may be regarded as non-conforming.

Declaration of Compliance with the Code for the Tendering and Performance of Building Work 2016

Tender: *[insert Tender reference]*

Tenderer: *[insert full legal name of the Tenderer, including ABN and ACN where applicable]*

Tenderer's authorised representative: *[insert full name and title of natural person completing this Declaration of Compliance on behalf of the Tenderer]*

1. In this Declaration of Compliance:

ABCC	means the body referred to in section 29 of the BCIIIP Act.
ABC Commissioner	means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the BCIIIP Act.
BCIIP Act	means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> (Cth).
Building Code	means the Building Code issued under subsection 34(1) of the BCIIIP Act, being the document titled ' <i>Code for the Tendering and Performance of Building Work 2016</i> ', which is available at www.legislation.gov.au .
Building Contractor	has the same meaning as in the BCIIIP Act.
Building Industry Participant	has the same meaning as in the BCIIIP Act.
Building Work	has the same meaning as in subsection 3(4) of the Building Code.
Commonwealth Funded Building Work	means Building Work in items 1-8 of Schedule 1 of the Building Code.
Designated Building Law	has the same meaning as in the BCIIIP Act.
Exclusion Sanction	has the same meaning as in subsection 3(3) of the Building Code.

Related Entity	has the same meaning as in subsection 3(2) of the Building Code.
Works	means the Commonwealth Funded Building Work that is the subject of this Request for Tender.

2. The Tenderer confirms that it has complied with the Building Code in preparing its tender.
3. Should it be the successful Tenderer, the Tenderer acknowledges that it and its Related Entities must comply with the Building Code in relation to all Building Work described in Schedule 1 of the Building Code on or after the date that the Building Code commenced, being 2 December 2016, and, should it be the successful Tenderer, in relation to the Works.
4. The Tenderer undertakes to ensure that it and its subcontractors that it subcontracts any of the Works to, should it be the successful Tenderer, comply with the Building Code.
5. The Tenderer acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIP Act and the Building Code and undertakes to ensure that it and its subcontractors will comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the BCIP Act, requests to interview any person under section 74 of the BCIP Act, requests to produce records or documents under sections 74 and 77 of the of the BCIP Act and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
6. The Tenderer declares that where it proposes to subcontract any of the Works, should it be the successful Tenderer, it will:
 - a. require each subcontractor to whom it proposes to subcontract any of the Works to confirm, prior to entering into the subcontract and every six months during the term of the relevant subcontract, that it has not, within the preceding three year period:
 - i. had an adverse decision, direction or order made by a court or tribunal for a breach of a Designated Building Law, work health and safety law (including, but not limited to, the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW)) or the *Migration Act 1958* (Cth); or
 - ii. been required to pay any amounts under an adjudication certificate (provided in accordance with a law relating to the security of payments (including, but not limited to, the *Building and Construction Industry Security of Payment Act 1999* (NSW)) that are due to persons in respect of Building Work) or owed any unsatisfied judgement debts (including by any Related Entity) to a Building Contractor or Building Industry Participant;
 - b. not enter into a subcontract with a subcontractor who:

- i. is subject to an Exclusion Sanction or is excluded from performing Building Work funded by a state or territory government (unless prior approval to engage that subcontractor is obtained from the ABC Commissioner); and
 - ii. in the three years prior to the date on which the Tenderer submits their response to this Request for Tender, has had an adverse decision, direction or order made by a court or tribunal for a breach of the BCIP Act, a Designated Building Law, work health and safety law (including, but not limited to, the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW)) or competition and consumer law (including, but not limited to, the *Competition and Consumer Act 2010* (Cth)) and failed to comply with the decision, direction or order;
 - c. only enter into a subcontract:
 - i. pursuant to which the subcontractor undertakes to:
 - A. comply with the Building Code in performing the Works; and
 - B. only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia Limited (ABN 85 087 326 690);
 - ii. where the subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code issued by the ABCC from time to time; and
 - iii. where the subcontract with the subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code issued by the ABCC from time to time.
7. The Tenderer declares that it has provided all of the further information required by Attachment A to this Declaration of Compliance.
8. The Tenderer declares that:
- a. it is not subject to an Exclusion Sanction;
 - b. it has not had an adverse decision, direction or order made by a court or tribunal for a breach of the BCIP Act, a Designated Building Law, work health and safety law (including, but not limited to, the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW)) or competition and consumer law (including, but not limited to, the *Competition and Consumer Act 2010* (Cth)) and failed to comply with the decision, direction or order;
 - c. it will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia Limited (ABN 85 087 326 690), should it be the successful Tenderer.

Signed for the Tenderer by:

Date:

Name (in block letters):
(Authorised Officer)

In the Office Bearer capacity of:.....

**ATTACHMENT A – INFORMATION REGARDING
COMPLIANCE WITH THE CODE FOR THE TENDERING
AND PERFORMANCE OF BUILDING WORK 2016**

Tenderers must provide the following information as part of their Declaration of Compliance. This information can either be set out in this table or in an annexure to this Attachment and the Declaration of Compliance.

Item	Requirement	Compliance
1	Is the Tenderer excluded from performing Building Work funded by a state or territory government? If so, the Commonwealth reserves the right to exclude the Tenderer from further consideration.	Yes/No
		Details:
2	Does the Tenderer positively commit to the provision of appropriate training and skills development for their workforce, and, if so, what evidence can the Tenderer supply in relation to this (for example, evidence of its compliance with any state or territory government building training policies and evidence of its support in the delivery of nationally endorsed building and construction competencies)?	Yes/No
		Details:
3	How many current apprentice and trainee employees are engaged or intended to be engaged by the Tenderer to undertake the Works?	Details:
4	How many and what classes of persons that hold visas under the <i>Migration Act 1958</i> (Cth) are engaged or intended to be engaged by the Tenderer to undertake the Works?	Details:
5	Has the Tenderer within the	Yes / No

Item	Requirement	Compliance
	preceding 3 years had an adverse decision, direction or order of a court or tribunal made against it for a breach of a Designated Building Law, work health and safety law (including, but not limited to, the <i>Work Health and Safety Act 2011</i> (NSW) and the <i>Work Health and Safety Regulation 2011</i> (NSW)) or the <i>Migration Act 1958</i> (Cth)?	Details:
6	Has the Tenderer or its Related Entities within the preceding 3 years been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments (including, but not limited to the <i>Building and Construction Industry Security of Payment Act 1999</i> (NSW)) that are due to persons in respect of Building Work) to a Building Contractor or Building Industry Participant?	Yes / No
		Details:
7	Has the Tenderer or its Related Entities within the preceding 3 years owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant?	Yes / No
		Details:
8	To what extent does the Tenderer intend to use domestically sourced and manufactured building materials to undertake the Works?	Details:
9	What is the Tenderer's assessment of the whole-of-life costs of the project to which the Works relate?	Details:

Item	Requirement	Compliance
10	What does the Tenderer consider the impact on jobs will be of the project to which the Works relate?	Details:
11	Does the Tenderer consider that the project to which the Works relate will contribute to skills growth?	Yes/No

Annexure CT4B

Confirmation of Accreditation Status under the Australian Government WHS Accreditation Scheme

This Confirmation of Accreditation Status must be completed by the Tenderer and lodged with its Tender. Any Tender in which this Confirmation is not completed may be regarded as non-conforming.

Confirmation of Accreditation Status Under the Australian Government Work Health and Safety Accreditation Scheme

Tender: *[insert Tender reference]*

Tenderer: *[insert full legal name of the Tenderer, including ABN and ACN where applicable]*

Tenderer's authorised representative: *[insert full name and title of natural person completing this Confirmation on behalf of the Tenderer]*

Insert details of accreditation status under the Australian Government Work Health and Safety Accreditation Scheme (the ***Scheme***), including the expiry date of accreditation, or provide evidence that accreditation is being sought under the Scheme.

Regulation 26(1)(f) of the *Fair Work (Building Industry – Accreditation Scheme) Regulation 2016* (Cth) outlines provisions applying to joint venture arrangements that include accredited and unaccredited members. Where the Tenderer is a joint venture that includes an unaccredited member, the joint venture must provide evidence that the project specific exemption has been obtained or is being sought under regulation 26(1)(f).

Signed for the Tenderer by:.....

Date:

Name (in block letters):
(Authorised Officer)

In the Office Bearer capacity of:.....

Annexure CT5

Schedule of Compliance with NSW Government's Implementation Guidelines to the NSW Government Code of Practice for Procurement

This Schedule of Compliance must be completed by the Tenderer and lodged with its Tender. Any Tender in which this Schedule is not completed may be regarded as non-conforming.

Refer to clause 1.2 of this Request for Tenders.

Schedule of Compliance with the NSW Government's Implementation Guidelines to the NSW Government Code of Practice for Procurement: Building and Construction

Tender: *[insert Tender reference]*

Tenderer: *[insert full legal name of the Tenderer, including ABN and ACN where applicable]*

Tenderer's authorised representative: *[insert full name and title of natural person completing this Compliance Schedule on behalf of the Tenderer]*

Primary acknowledgments and undertakings

1. By completing this Compliance Schedule and submitting a tender, the tenderer:
 - (a) acknowledges that the NSW Government's Code of Practice for Procurement (**NSW Code**) and the NSW Government's Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction (**NSW Guidelines**) apply to the project the subject of this Request for Tender;
 - (b) undertakes that it, and its related entities, comply with the NSW Code and NSW Guidelines on:
 - (i) the project the subject of this Request for Tender;
 - (ii) any privately and publicly funded building and construction work to which the NSW Guidelines apply, on and from the date of submitting this tender (if not already required to comply on such privately and publicly funded projects);
 - (c) confirms that it and its related entities have complied with:
 - (i) the NSW Code and NSW Guidelines on all its other projects to which the NSW Guidelines apply or have applied; and
 - (ii) all applicable legislation, court and tribunal orders, directions and decisions, and industrial instruments; and

- (d) confirms that neither it, nor any of its related entities, are subject to a sanction or other circumstance that would preclude the tenderer from submitting a tender, or, if successful, being awarded a contract.

Sanctions for non-compliance

2. The NSW Treasury, through the Construction Compliance Unit (CCU), has responsibility for enforcing, and ensuring compliance with, the NSW Code and NSW Guidelines.
3. The tenderer acknowledges that where it, or a related entity, fails to comply with the NSW Code or NSW Guidelines, a sanction may be imposed on the tenderer or its related entity or both. The sanctions that can be imposed include, but are not limited to, one or more of the following:
 - (a) a formal warning that a further breach will lead to severe sanctions;
 - (b) referral of a complaint to the relevant industry organisation for assessment against its own professional code of conduct and appropriate action;
 - (c) reduction in tendering opportunities at either agency or government-wide level, for example, by exclusion of the breaching party from tendering for government work above a certain value, or for a specified period;
 - (d) reporting the breach to an appropriate statutory body; and
 - (e) publicising the breach and identity of the party.

Disclosure of information

4. The tenderer agrees and gives its consent (or reaffirms its consent), and confirms that its related entities agree and give their consent (or reaffirm their consent), to the disclosure of information concerning the tenderer's, and the tenderer's related entities', compliance with the NSW Code and the NSW Guidelines, including disclosure of details of past conduct relating to the NSW Code and NSW Guidelines and whether or not sanctions have been imposed on a tenderer or its related entities.
5. The tenderer confirms that it has obtained, or will obtain, the consent of each subcontractor or consultant it proposes to use on the project, or that it will use if successful in the tender, to the disclosure of information concerning the subcontractor's and consultant's compliance with the NSW Code and the NSW Guidelines, including disclosure of details of past conduct relating to the NSW Code and NSW Guidelines and whether or not sanctions have been imposed on the subcontractor or consultant or its related entities.
6. The consent (or reaffirmation of consent) by the tenderer, its related entities and any proposed or subsequent subcontractors is given to the State of New South Wales, its agencies (including RMS), Ministers and the CCU (and its authorised personnel) for purposes including:
 - (a) the exercise of their statutory or portfolio responsibilities;
 - (b) investigating and checking claims and assertions made by the tenderer in any documents provided as part of its tender (including, but not limited to, any Workplace Relations Management Plan (State) or Work Health and Safety Management Plan);
 - (c) monitoring, investigating and enforcing the NSW Code and NSW Guidelines; and

(d) ensuring, facilitating and promoting compliance with the NSW Code and NSW Guidelines.

7. The tenderer acknowledges that this consent is not limited to this tender, or this project, as parties are expected to comply with the NSW Code and NSW Guidelines on future projects to which they apply.

Positive obligations

8. Without limiting the obligations and requirements in the NSW Guidelines, the tenderer acknowledges and undertakes to comply with its positive obligations under the NSW Code and NSW Guidelines, including to:

(a) comply with any Workplace Relations Management Plan (State) and Work Health and Safety Management Plan;

(b) allow NSW Government authorised personnel to:

- (i) access the project site and other premises;
- (ii) monitor and investigate compliance with the NSW Code and NSW Guidelines;
- (iii) inspect any work, material, machinery, appliance, article, or facility;
- (iv) inspect and copy any record relevant to the project; and
- (v) interview any person;

as is necessary to demonstrate compliance with the NSW Code and NSW Guidelines;

(c) notify the CCU (or nominee) and RMS of any alleged breaches of the NSW Code and NSW Guidelines and of voluntary remedial action taken, within 24 hours of becoming aware of the alleged breach;

(d) (for principal contractors only) report any grievance or dispute relating to workplace relations or work, health and safety matters that may impact on project costs, related contracts or timelines to the CCU (or nominee) and RMS within 24 hours of becoming aware of the grievance or dispute and to provide regular updates on the grievance or dispute;

(e) report any threatened or actual industrial action that may impact the project, project costs, related contracts or timelines to the CCU (or nominee) and RMS within 24 hours and provide regular updates about the steps being taken to resolve the threatened or actual industrial action;

(f) take all steps reasonably available to prevent, or resolve, industrial action which adversely affects, or has the potential to adversely affect, the delivery of the project or other related contracts on time and within budget; and

(g) take all reasonably available steps to prevent, or bring to an end, unprotected industrial action occurring on or affecting the project, including by pursuing legal action where possible. Any such legal action must be conducted (and where appropriate, concluded) in a manner consistent with the guiding principles and objectives of the NSW Guidelines, namely supporting outcomes of compliance with the law, productivity in delivering the project on time and within budget,

maintaining a high standard of safety and protecting freedom of association.

9. Without limiting the obligations and requirements of the NSW Code and NSW Guidelines, the tenderer acknowledges its obligation to ensure, through contract, that subcontractors and consultants similarly do, or allow for, each of these applicable positive obligations.

Privately funded work

10. The tenderer acknowledges and agrees that in respect of its privately funded building and construction work (to which the NSW Guidelines apply) it, and its related entities, will:

- (a) comply with the NSW Code and NSW Guidelines;
- (b) maintain adequate records of compliance with the NSW Code and NSW Guidelines (including by contractors);
- (c) allow NSW Government authorised personnel to:
 - (i) access the sites and premises;
 - (ii) monitor and investigate compliance with the NSW Code and NSW Guidelines;
 - (iii) inspect any work, material, machinery, appliance, article, or facility;
 - (iv) inspect and copy any record relevant to the project; and
 - (v) interview any person;

as is necessary to demonstrate compliance with the NSW Code and NSW Guidelines; and

- (d) ensure contractors and consultants similarly do, or allow, for each of these obligations.

Declaration by tenderer and authorised representative

11. By signing this declaration on behalf of the tenderer, the authorised representative declares that they have full authority to execute it and have obtained any necessary consents and approvals to do so.

Signed for the Tenderer by:.....

Date:.....

Name (in block letters):
(Authorised Officer)

In the Office Bearer capacity of:.....

Annexure CT6

Conforming tender checklist

To ensure your Tender is conforming, you must:

- ☐ Complete the Schedule to the Tender Form (Tender Form Schedule).
- ☐ Attach the Tender Form Schedule to the Tender Form.
- ☐ Sign the Tender Form Schedule in the place provided (or make sure it is signed by a person with authority to sign on your behalf).
- ☐ Initial all pages of the Tender Form.
- ☐ ***Complete Form A for Category A works***
- ☐ ***Complete Form B for Category B works***
- ☒ ~~Complete all Pricing Schedules.~~
- ☒ ~~Initial all pages of the Pricing Schedule(s).~~
- ☐ Prepare and sign a hard copy of the Schedule of Compliance with the NSW Government's Code of Practice for Procurement and Implementation Guidelines (*see clause 1.2*)
- ☐ Prepare and make the Statutory Declaration (*see clause 4.4*)
- ☐ Prepare and sign a hard copy of the Declaration of Compliance with the Building Code, if applicable (*see clause 4.5.1*)
- ☐ Where Declaration of Compliance with the Building Code is required, prepare and include the further information outlined in Attachment A to the Declaration of Compliance (*see clause 4.5.1*)
- ☐ Prepare and sign a Statement as to whether on or after 2 December 2016, the Tenderer or a Related Entity of the Tenderer submitted a response to an expression of interest or tender (howsoever described) for Commonwealth funded Building Work (regardless of whether or not that project was procured by RMS or whether or not the Tenderer or the Tenderer's Related Entity were successful) (*see clause 4.5.1*)

[note that this *Statement is required even if the Contract Schedule states that the **Building Code does not apply to the Contracted Work***]

- ☐ Prepare and sign Confirmation of Accreditation Status under the Australian Government WHS Accreditation Scheme, if applicable (*see clause 4.5.2*)
- ☐ Include advice as to your GST-status if you are not registered for GST or you wish to enter into a Voluntary Agreement for withholding Pay As You Go Taxation (*see clause 7.2*)
- ☒ ~~Prepare Customs Duty statement if applicable (*see clause 7.3*)~~
- ☐ Lodge all the documents described above in the Tender Box* by the closing date and time (tenders submitted by facsimile to RMS will not be considered)

~~* If Clause 1.3 specifies that the tenders are to be lodged in Tender Box located at RMS' Head Office (at 20-44 Ennis Road Milsons Point NSW 2061), the following additional conditions apply for tender lodgement:~~

- ~~(a) your Tender must be enclosed in a sealed package not larger than 400mm x 270mm x 190mm; and~~
 - ~~(i) — endorsed [*insert Contract Title and Contract Number*] you're your name and address clearly displayed;~~
 - ~~(ii) — marked "**Tender Box/Strictly Private and Confidential**";~~
- ~~and either:~~
- ~~(b) placed in the Tender Box at the office of the RMS, Ground Level, 20-44 Ennis Road, Milsons Point NSW 2061,~~
- ~~or~~
- ~~(c) mailed to the Tender Box, Ground Level, 20-44 Ennis Road, Milsons Point NSW 2061,~~

~~so as to be received by no earlier than one business day before the closing date and time.~~

~~In the event that your Tender does not fit into one sealed package of the dimensions specified in clause (a) above, you can submit multiple packages each not exceeding the specified dimensions. Each package must be additionally labelled with "Volume 1", "Volume 2", etc., as relevant.~~



MEMO

TO: Paul Hayes
FROM: Tender Evaluation Committee
SUBJECT: Tender Evaluation of Contract No. 17.0000302935.1100.
17.0000302935.1100 – Panel for Maintenance of Heavy Vehicle
Enforcement Programs
DATE: 12 October 2017

1. PURPOSE

The purpose of this memo is to report on the tender evaluation for Contract No. 17.0000302935.1100 – Panel for Maintenance of Heavy Vehicle Enforcement Programs.

2. BACKGROUND

This is a Standing Offer Contract based on non-price criteria. The works in this contract involves maintenance of Heavy Vehicles Branch assets. These assets include Heavy Vehicle Safety Stations and on-road HV enforcement sites, Safe-T-Cam Sites, Average Speed Camera Sites and Over Height Detection Sites. The work was divided into two categories, as follows:

Category A

- Civil works
- Electrical work
- Steel fabrication and installation
- Signage installation

Category B

- Weigh-in-Motion systems
- Portable weighing scales
- Weighbridges
- Brake testing equipment

The Contract is for an initial period of 3 years, with the option to extend for an additional 2 years.

3. ESTIMATE OF COST

It is anticipated that this panel would serve approximately 6 million dollars' worth of work over the term of the contract covering multiple Heavy Vehicle enforcement programs.

Level 27, 680 George Street
Sydney NSW 2000
GPO Box 5394
Sydney NSW 2001

Tel: +61 2 9272 5100
Fax: +61 2 9272 5101
www.wsp.com



4. OPEN TENDERING

The advertisement was posted on the RMS eTender site on 25/9/2017.

5. PRE-TENDER MEETING

No pre-tender meeting was held.

6. TENDERS RECEIVED AND EXAMINED

The tender closed at 2:30pm on Friday, October 6, 2017. Tenders were opened on the morning of October 9, 2017 by Alex Dubois of Heavy Vehicles Branch, and Nathan Chehoud of WSP.

Thirteen tenders were received. These were checked for conformity with the Request for Tenders.

7. TENDER EVALUATION COMMITTEE AND ASSESSMENT CRITERIA

7.1 TENDER EVALUATION COMMITTEE

The tender evaluation committee was formed to examine and evaluate the tenders received based on the criteria stated below. The committee comprised of the following persons:

- Alexandre Dubois (RMS – Heavy Vehicle Project & Support Officer)
- Craig Steyn (RMS – Heavy Vehicle Project & Support Officer)
- Jai Singh (RMS – Business Systems Analyst)
- Nathan Chehoud (WSP – Principal Civil Engineer)

7.2 TENDER ASSESSMENT CRITERIA

Since this was a non-price tender, the criteria and weightings used for the tender assessment were:

CRITERIA	WEIGHTING
Demonstrated experience in carrying out the specified work	45%
Responsiveness in carrying out the specified work	30%
Adaptability and flexibility to meet customers' objectives in carrying the specified work.	25%

8. ASSESSMENT OF TENDERS

8.1 GENERAL

The tender assessment has been carried out in accordance with the guidelines in ECM 3.6- Assessing Tenders.

8.2 CONFORMITY OF TENDERS

Tenders were examined for conformance by the tender evaluation committee on Monday 9 October 2017 using the Conforming Tender Checklist as shown in Appendix C.



It was noted that because the nature of their work does not typically involve building, Tenderers for Category B work could not provide evidence of compliance with the Building Code. The tender evaluation committee did not consider this non-conformity to be a disqualifying factor.

8.3 PERFORMANCE AGAINST ASSESSMENT CRITERIA

All thirteen tenderers have the capacity to complete works within the contract period based on similar works successfully completed for the RMS.

Notwithstanding, the quality of tender responses differed, and this was noted by the tender evaluation committee.

The tender evaluation committee's scoring of the tenders against the assessment criteria is tabulated in Appendix B.

9. FUNDING

Funding is available under the current ASC, STC ARP and HV Maintenance budgets.

10. COMPANY AND ABN SEARCH

A Company and ABN search has been undertaken as part of the tender assessment process. A search of the ASIC site has confirmed that the:

1. Entity name as tendered is correct;
2. Company is registered;
3. Company is not under administration.

A search of the business.gov.au ABN register site, has confirmed that:

1. ABN number is correct;
2. ABN status is active;
3. Entity name as tendered is correct;
4. The trading name as tendered is listed on the site;
5. The trading name as listed is current;
6. GST status is active.

Copies of the search results are contained in Appendix D.

11. CONFLICT OF INTEREST

We individually declare that there was no actual or potential conflict or incompatibility between our personal or corporate interests and the impartial fulfilment of our duties in carrying out this tender assessment.

12. ADHERENCE TO TENDER PROCEDURES

We certify that all aspects of the tender process have been conducted in accordance with tender assessment procedures and there are no deviations from the procedures.



13. RECOMMENDATION

It is recommended by the tender evaluation committee that approval be given in accordance with the RMS Delegation Manual 5220 to include all thirteen tenderers on the Panel for Maintenance of Heavy Vehicle Enforcement Programs.

Insert signature

Alexandre Dubois

Title: HV Maintenance & program officer

Date 17/10/17

Insert signature

Craig Steyn

Title: HV Maintenance & program officer

Date

Insert signature

Jai Singh

Title: Business Systems Analyst

Date 17/10/17

Nathan Chehoud

Title: WSP Consultant

Date: 12/10/17

Insert signature

Samer Soliman

Title: Manager Heavy Vehicle Programs

Date 17/10/17

Insert signature

Paul Hayes

Title: Snr Manager Compliance Monitoring

Date 17/10/2017

FW: Procurement for Portable Weigh Scales

From: SOLIMAN Samer </o=rta/ou=exchange administrative group (fydibohf23spdl)/cn=recipients/cn=solimans">
To: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
Date: Fri, 03 Aug 2018 10:37:51 +1000
Attachments: RE_ Draft Procurement Strategy.msg (89.09 kB)

Alex IATREIR
Manager Heavy Vehicle Programs

From: SOLIMAN Samer
Sent: Friday, 3 August 2018 9:24 AM
To: LEE Alex; WEEKS Roger J
Subject: RE: Procurement for Portable Weigh Scales

Morning Roger,

If you would like some background on this, feel free to grab myself or Alex Lee before the meeting for a chat.

In short, the Chief Procurement Officer(Albert Bass) has recommended the best procurement path for this procurement of portable weigh scales should be done via RFQ using the open-tendered panel which already performed a market scan for all portable weigh scale vendors and have successfully procured 125 scales last financial year using this panel.

Alex Lee is running the procurement for the branch. Attached is some background communication with the chief procurement officer.

This meeting is for agreements to be made regarding this so we can progress.

The only risk here is that we are running out of time. The funding provided for this is only available this financial year, and it would take at least 9 months for any scales manufacturer to manufacture and deliver the scales. If we don't get the procurement over the line within a few weeks, we may run out of time to spend the funding, and hence lose the funding.

Alex IATREIR
Manager Heavy Vehicle Programs

-----Original Appointment-----

From: LEE Alex
Sent: Monday, 30 July 2018 2:51 PM
To: LEE Alex; WILLIS Donna; BRITTON Brendan L; CHIU Mark; WEEKS Roger J; SOLIMAN Samer
Subject: Procurement for Portable Weigh Scales
When: Friday, 3 August 2018 11:00 AM-12:00 PM (UTC+10:00) Canberra, Melbourne, Sydney.
Where: Octagon Meeting Room 3E1

Hi team

This is a placeholder for our first face to face meeting between CaRS and RMS Procurement Team. I invited Roger to this meeting as suggested by Brendan.

As per our discussion, we will decide which options to procure the next batch of 425 scales in this meeting.

Regards

o f x a l d x x

Project Engineer – Heavy Vehicles Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
s 02 8848 8225 n 02 8848 8399 M alex.lee@rms.nsw.gov.au
www.rms.nsw.gov.au

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r T i t l R i l m l B e x l A x v e x t

110 George Street Parramatta NSW 2150

RE: Draft Procurement Strategy

From: LEE Alex <alex.lee@rms.nsw.gov.au>
To: BASS Albert <albert.bass@rms.nsw.gov.au>
Cc: WILLIS Donna <donna.willis@rms.nsw.gov.au>, CHIU Mark <mark.chiu@rms.nsw.gov.au>, SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>, "Eggert, Frank" <frank.eggert@transport.nsw.gov.au>
Date: Wed, 25 Jul 2018 09:08:10 +1000

Good morning Albert

Thanks for your email, I will coordinate with Frank to continue this procurement exercise.

However, I would like to confirm “ if we could procure all 425 scales using one single RFQ from the panel contract:17.0000302935.1100 as long as we had an approved procurement strategy? “

If I get a YES, then I will finalise the draft procurement strategy, get relevant delegate to approve, create sourcing project in Ariba (with help from Mark) and using the existing panel contract to continue the procurement process.

Thank you very much for your help

Regards
Alex

From: BASS Albert
Sent: Wednesday, 25 July 2018 8:48 AM
To: LEE Alex
Cc: WILLIS Donna; CHIU Mark; SOLIMAN Samer; Eggert, Frank
Subject: Re: Draft Procurement Strategy

Hi Alex

I note that TSS has been assigned to your project. Can you please coordinate all the project details with your assigned Procurement Manager.

Thank you
Albert

On 25 Jul 2018, at 8:03 am, LEE Alex <Alex.LEE@rms.nsw.gov.au> wrote:

Good morning Albert

Regarding to your last paragraph, there will be no regions-specific suppliers. All suppliers will supply the scales to the whole state. Would you please advise further how we should proceed?

Regards
Alex

From: BASS Albert
Sent: Tuesday, 24 July 2018 4:47 PM
To: LEE Alex; WILLIS Donna
Cc: CHIU Mark; SOLIMAN Samer; Eggert, Frank
Subject: RE: Draft Procurement Strategy

Hi Alex

In that case you don't need to run a full blown tender. However you will still need an overarching procurement strategy approved by the relevant financial delegate for the full spend with one RFQ. You can't do 4 RFQs because it is against the procurement policy i.e. can't split the contract.

When writing the scope you can describe how you are planning to split the work so that relevant suppliers respond to supply to relevant regions. It becomes more complex when evaluating but I can see you have Frank involved in this project – he can guide you.

Regards
Albert

From: LEE Alex
Sent: Tuesday, 24 July 2018 3:56 PM
To: BASS Albert; WILLIS Donna
Cc: CHIU Mark; SOLIMAN Samer; Eggert, Frank
Subject: RE: Draft Procurement Strategy
Importance: High

Hi Albert

We actually have a panel contract (17.0000302935.1100) which we used to procure 125 portable weigh scales early this year. Since the contract value is more than \$2M, we were advised that we cannot use this panel and must go on to open-tender.

Please advise if we can use the above panel contract, we could split the works into 4 regions which means 4 RFQ's (all will be under \$2M).

Regards
Alex

From: BASS Albert
Sent: Tuesday, 24 July 2018 3:00 PM
To: WILLIS Donna
Cc: CHIU Mark; SOLIMAN Samer; Eggert, Frank; LEE Alex
Subject: RE: Draft Procurement Strategy

Hi Alex

It seems like a niche market. I note that you opted for an open tender, which is the best option but have you considered which suppliers are out there and whether you will be contacting them individually to ensure that you receive competitive responses. Think about which panels of suppliers you will use (if any), where you will promote this request after its been published and include all this info in the strategy.

Have you considered giving the work to just once supplier, or a principal supplier who will oversee subcontractors in different areas, or establishing a panel of suppliers and splitting the work in parcels depending on the area the scales are required to be installed?

Hope this helps. Once updated please revert to me for approval.

Regards
Albert

Albert Bass
Chief Procurement Officer
M: [REDACTED]
www.rms.nsw.gov.au

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Roads and Maritime Services

33 James Craig Road, Rozelle NSW 2039

From: WILLIS Donna
Sent: Tuesday, 24 July 2018 2:24 PM
To: BASS Albert
Cc: CHIU Mark; SOLIMAN Samer; Eggert, Frank; LEE Alex
Subject: RE: Draft Procurement Strategy

Hi Albert,

Would you be able to review the attached procurement strategy and provide feedback. I have already provided my feedback in which Alex has incorporated i.e. there is a separate maintenance panel contract in place so this procurement is only calling for the purchase of equip.

Many thanks,

Donna Willis
Senior Procurement Specialist
Strategic Procurement | Business Services Division
T +61 2 9563 8421 M [REDACTED]
Donna.Willis@rms.nsw.gov.au
www.rms.nsw.gov.au

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Roads and Maritime Services
33 James Craig Road, Rozelle NSW 2039

From: LEE Alex
Sent: Friday, 20 July 2018 12:40 PM
To: WILLIS Donna
Cc: CHIU Mark; SOLIMAN Samer; Eggert, Frank
Subject: RE: Draft Procurement Strategy
Importance: High

Good afternoon Donna

Please see attached my draft procurement strategy.
It would be great if you could review it for me and provide some suggestion or recommendation.

For the Ariba access, Mark will take care of it to ensure I can create sourcing project in Ariba.

Thanks

Alex Lee
Project Engineer – Heavy Vehicles Programs
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Roads and Maritime Services
110 George Street Parramatta NSW 2150

From: LEE Alex
Sent: Thursday, 19 July 2018 10:18 AM
To: WILLIS Donna

Cc: CHIU Mark; SOLIMAN Samer
Subject: RE: Draft Procurement Strategy

Good morning Donna

Thank you for your prompt reply and assistance.
I will try to fill in more information into the Procurement Strategy.

In term of the Scope of Work and RFP, we are in the final stage with help from external consultant.
Thanks for the clarification and I will forward you the Procurement Strategy by mid next week for your review.

Thanks
Alex

From: WILLIS Donna
Sent: Wednesday, 18 July 2018 12:54 PM
To: LEE Alex
Cc: CHIU Mark; SOLIMAN Samer
Subject: RE: Draft Procurement Strategy

Hi Alex,

I would like to advise that there is a lot more detail that needs to go into the development of the Procurement Strategy. Please see attached two procurement strategies developed within your Division last year that you can use as a guide.

Once you have provided the additional information, I can review it for you and facilitate a review from the Chief Procurement Officer (Albert Bass).

Albert and I can also meet with you and your team so that you can walk us through this procurement engagement and we can then provide guidance on the procurement process and approach.

As this is a high value engagement (strategic procurement event) it is required to be conducted via the Ariba network when publishing the RFP. We can also guide you through this process, however your area will need to develop the Scope of Work and the RFP. I have attached the RMS RFP template that would need to used.

Trust this clarifies. Happy to discuss further or come and meet with you.

Kind Regards,

Donna Willis
Senior Procurement Specialist
Strategic Procurement | Business Services Division
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Donna.Willis@rms.nsw.gov.au
www.rms.nsw.gov.au

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Roads and Maritime Services
33 James Craig Road, Rozelle NSW 2039

From: LEE Alex
Sent: Wednesday, 18 July 2018 10:43 AM
To: WILLIS Donna
Cc: CHIU Mark; SOLIMAN Samer
Subject: RE: Draft Procurement Strategy
Importance: High

Good morning Donna

Could you please provide me some advice on my procurement strategy?
We are looking to go live early next month to meet the ministerial commitment.

Please let me know what I need to do to speed up the process.

Best Regards

Alex Lee

Project Engineer – Heavy Vehicles Programs
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Roads and Maritime Services

110 George Street Parramatta NSW 2150

From: CHIU Mark

Sent: Friday, 13 July 2018 1:01 PM

To: WILLIS Donna

Cc: LEE Alex

Subject: FW: Draft Procurement Strategy

Hi Donna,

I met with Alex today to discuss his strategic procurement. He has forwarded me his draft procurement strategy (attached).

Could you provide him with some advice as this is more your area?

Best regards

Mark

From: LEE Alex

Sent: Friday, 13 July 2018 11:50 AM

To: CHIU Mark

Subject: Draft Procurement Strategy

Hi Mark

Thanks so much for your time today

As discussed, please see attached for the draft procurement strategy

Regards

Alex Lee

Project Engineer – Heavy Vehicles Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
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Roads and Maritime Services

110 George Street Parramatta NSW 2150

Tender evaluation committee

From: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
To: LEE Alex <alex.lee@rms.nsw.gov.au>
Date: Fri, 03 Aug 2018 14:22:28 +1000

Donna mentioned that we don't need an external consultant in the tender evaluation committee for this "low risk" tender. Can you please confirm that so we can update the tender evaluation plan doc?

Cheers,
Samer

RE: Procurement Strategy

From: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
To: LEE Alex <alex.lee@rms.nsw.gov.au>
Date: Mon, 06 Aug 2018 11:08:23 +1000
Attachments: Procurement Strategy_v06.doc (510.98 kB)

Completed and polished document attached.

Please work with donna/mark to commence sign off's. I'll leave you to work with them. If you have any issues, feel free to engage me.

Samer Soliman
Manager Heavy Vehicle Programs

From: LEE Alex
Sent: Friday, 3 August 2018 5:13 PM
To: SOLIMAN Samer
Subject: Procurement Strategy

Hi Samer

Could you please review the attached procurement strategy as discussed

Nathan text me saying he caught a very bad flu all day today but he will be coming next Monday

Enjoy your weekend!

Cheers

Alex Lee
Project Engineer – Heavy Vehicles Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
T 02 8848 8225 F 02 8848 8399 E alex.lee@rms.nsw.gov.au
www.rms.nsw.gov.au
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Roads and Maritime Services
110 George Street Parramatta NSW 2150

To: Melinda Bailey, Executive Director CaRS
 Roger Weeks, Director Compliance
 Albert Bass, Chief Procurement Officer

CC: Samer Soliman, Manager Heavy Vehicle Programs

From: Alex Lee, Project Engineer
 Heavy Vehicle Programs

Date: 07 August 2018

Ref: Objective ID
Pages: 8

Subject: Procurement Strategy for Procurement of Portable Weigh Scales



MEMO

Issue

Approval to approach the market to tender for the supply of portable weigh scales. Compliance and Regulatory Services (CaRS) seeks to approach the market in accordance with the Roads and Maritime Services Procurement Manual to ensure continuity of services and achieve value for money.

Background

There are 550 portable weigh scales used by Enforcement Operations Inspections to weigh heavy vehicles in NSW to meet regulatory and road safety requirement. These portable weigh scales are 25 years old and now require urgent asset replacement to continue mass enforcement in NSW.

In January 2018, the Heavy Vehicle Programs Unit was allocated \$2 million to procure the first portion of 125 portable weigh scales to replace the current fleet of end of life scales. In July 2018, the Heavy Vehicle Programs Unit was allocated \$7 million to procure the second portion of 425 portable weigh scales to complete the fleet replacement.

Attached is the procurement strategy dated 07 August 2018.

Implementation

Select Tender with Request for Proposal (RFP) will be issued for this procurement with endorsement from relevant financial delegates according to RMS Procurement Manual. This select tender approach has been advised and endorsed by RMS Procurement.

Recommendation

It is recommended that you approve this Procurement Strategy to procure 425 portable weigh scales at the estimated total contract value of \$7 million for the provision of heavy vehicle mass enforcement in NSW.

Albert Bass Chief Procurement Officer	Approved/ Not Approved/ Approved with changes
Roger Weeks Director, Compliance	Approved/ Not Approved/ Approved with changes
Melinda Bailey Executive Director, Compliance and Regulatory Services	Approved/ Not Approved/ Approved with changes

Project: Procurement of Portable Weigh Scales

Author: Alex Lee

Date: 07 August 2018



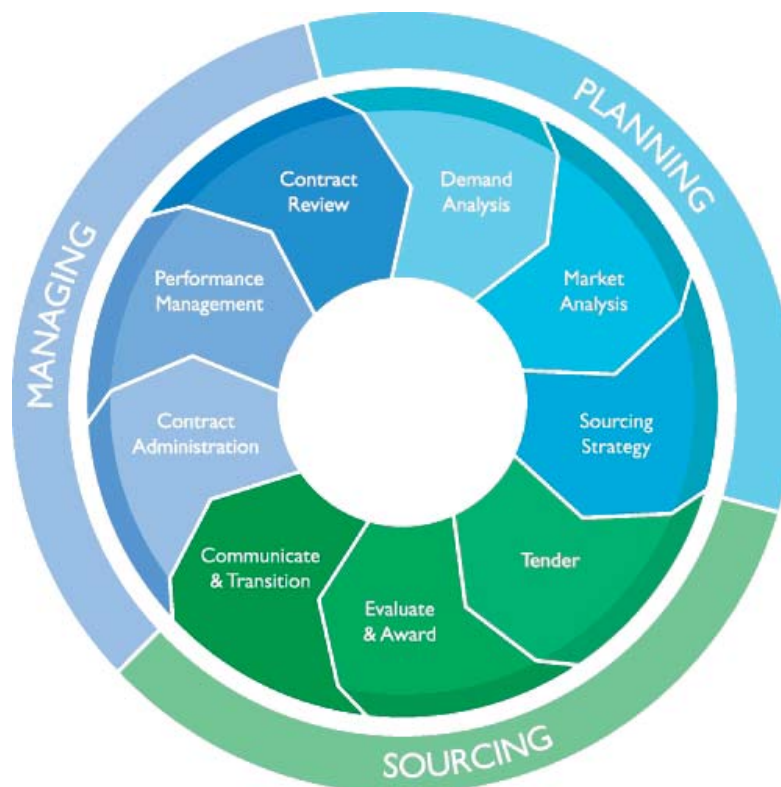
Transport
Roads & Maritime
Services

COMMERCIAL IN CONFIDENCE

PROCUREMENT STRATEGY

Introduction

This procurement strategy is set out to follow the **procurement lifecycle wheel**, per the diagram below.



PLANNING

1. Procurement objective

The objective of this procurement is to procure 425 portable weigh scales within an approved budget of \$7m.

The portable weigh scales are used by Enforcement Operations Inspectors to weigh heavy vehicles in NSW to meet regulatory and road safety requirements. This procurement will replace the remaining 425 of a fleet of 550 weigh scales which need to be replaced as they have ended their useful life. A previous procurement in January 2018 has already replaced 125 of the 550 portable weigh scales.

The replacement of portable weigh scales to enable enforcement of heavy vehicle inspections in NSW, contributes to the following operational objectives:

- Improving road safety in NSW;
- Assisting in achieving the state plan target to reduce road fatalities on NSW roads;
- Embedding the principle of prevention and early intervention into Government service delivery;
- Reducing avoidable hospital admissions;
- Contributing to monitoring and regulation of heavy vehicle movements throughout NSW;
- Addressing any recent safety concerns;
- Providing road safety enforcement to both rural and urban roads; and,
- Ensuring value for money is achieved for the project as required by the Government's procurement policy.



2. Background

There is a fleet of 550 portable weigh scales used by enforcement operations inspectors in NSW, which are stored in highly customised and hence high cost housings located in each inspectors vehicle. These scales are used to weigh heavy vehicles in NSW to meet regulatory and road safety requirements. These portable weigh scales are 25 years old and now require immediate replacement due continuing failures.

As more weigh scales become inoperable, there is a major risk of serious injury or worse, as the root cause of many heavy vehicle accidents is over-mass vehicles. In 2017, there have been on average 565 notices per month for heavy vehicles being over mass. These vehicles would have otherwise gone undetected and would have remained on the NSW road network resulting in a road safety risk to the public and reputational risk to RMS.

In January 2018, the Heavy Vehicle Programs Unit was allocated \$2 million to procure the first portion of 125 portable weigh scales to replace the current fleet of end of life scales. A Request for Quote (RFQ) was issued to the Heavy Vehicle Programs Maintenance Panel (Contract 17.0000302935.1100) for the procurement of 125 portable weigh scales. The procurement was successfully completed and delivery of the new scales has completed ahead of schedule.

This open tendered panel successfully scanned the market for scale's suppliers. Five (5) scales suppliers submitted responses and all vendors were placed on the panel. Hence, there is a very high confidence level that all relevant suppliers in this niche market are available on this panel. It was agreed with the RMS procurement team, that, as a market scan has already been completed, a "Select Tender" with Request for Proposal (RFP) will be issued for this procurement to all five suppliers. Also, due to the time constraint to have the scales delivered to Australia, this provided the best procurement path.

3. Project scope

The heavy vehicle mass management program seeks to purchase 425 portable weigh scales as a replacement for the remaining fleet of weigh scales that have not recently been replaced.

This procurement will be a simple one-off contract for the procurement of 425 portable weigh scales which will not involve any sub-contractors overseen by the principle supplier.

There are no services attached to the supply of the goods. Further, equipment maintenance is out of scope. There is a separate maintenance contract for the maintenance and certification of the portable weigh scales.

The scope of activities includes:

- Confirm Ministerial and CaRS funding for the mass management program;
- Confirm CaRS requirements for provision of portable weigh scales;
- Review and update the contract to reflect CaRS requirements and commercial objectives;
- Going to market to procure 425 weigh scales
- Administration of the procurement process;
- Implementation of contract management; and,
- Communication with internal and external stakeholders.

4. Stakeholders

The stakeholders are set out in the following table:

Name	Role	Position
Roger Weeks	Project Sponsor	Director, Compliance
Alex Lee	Project Manager	Project Engineer, Heavy Vehicle Programs
Albert Bass	Procurement advisor	Chief Procurement Officer
Mark Chiu	Business analyst	Business Change Manager
Donna Willis	Procurement advisor	Senior Procurement Specialist

5. Options and benefits

The remaining fleet of 425 out of 550 portable weigh scales are at the end of their useful life, and there are no other options but to replace these assets. Replacement of these assets will:

- Ensure continuity of the heavy vehicle mass management program and avoid having over mass vehicles on the road network which compromises road safety and RMS reputation.
- Save OPEX costs on re-certification and spare parts required for each minor repair and avoid the current increasing cost of ad-hoc maintenance due to the current fleet requiring service/maintenance at a quickly increasing rate.

There are several procurement options available:

Option	Considerations
RFQ	<ul style="list-style-type: none"> • An RFQ to the suppliers in the existing Heavy Vehicle Programs Maintenance Panel (Contract 17.0000302935.1100)
Select Tender	<ul style="list-style-type: none"> • An RFP to the selected suppliers
Open Tender	<ul style="list-style-type: none"> • An RFP to the open market
Direct Negotiation	<ul style="list-style-type: none"> • Direct negotiation with single supplier

6. Financial analysis

Budget allocated for FY18/19 is \$7 million:

- Program Name: RMS Capital Maintenance
- Project Name: Compliance and Enforcement Asset Maintenance – Road Safety Facilities
- Prism Sub-Funding Source: Confund Recurrent Appropriation
- Project Code: P.0033298

Forecast estimated value of expenditure (exc GST) on the awarded contracts for provision of portable weigh scales:

Expenditure Milestones	October 2018	December 2018	March 2019	May 2019	Total (ex GST)
Contract Execution	\$3,500,000				\$3,500,000
Scales Delivered		\$3,500,000			\$3,500,000
Total estimated contract expenditure					\$7,000,000

7. Risk assessment

Risk Management Plan is provided in the table below:

Risk	Likelihood	Mitigation Strategy	Risk Owner
Procurement process not completed in timeframe	High	Ensure the Select Tender process finalises by 31 August 2018 and Extensions to the timeframes to be notified to all internal stakeholders as soon as identified	CaRS / Procurement
Changes not clearly communicated to internal and external stakeholders	Low	Communications Plan to clearly outline changes and roles and responsibilities of all internal and external stakeholders including timeframes for all changes	CaRS

8. Recommendation

It is recommended that Roads and Maritime Services issue a Request for Proposal (RFP) via Select Tender to satisfy the requirements set out in this Procurement Strategy for the following reasons:

- Simple procurement (like-for-like)
- Market scan already completed via an open tendered panel
- Time constraints
- Niche Market

9. Project Plan

Planned Date Milestone

06/08/2018	Prepare RFP
14/08/2018	Tender live in marketplace
30/08/2018	Tender evaluation
07/09/2018	Approval and Negotiations
02/10/2018	Award contract
08/10/2018	Go live

SOURCING

10. Tender

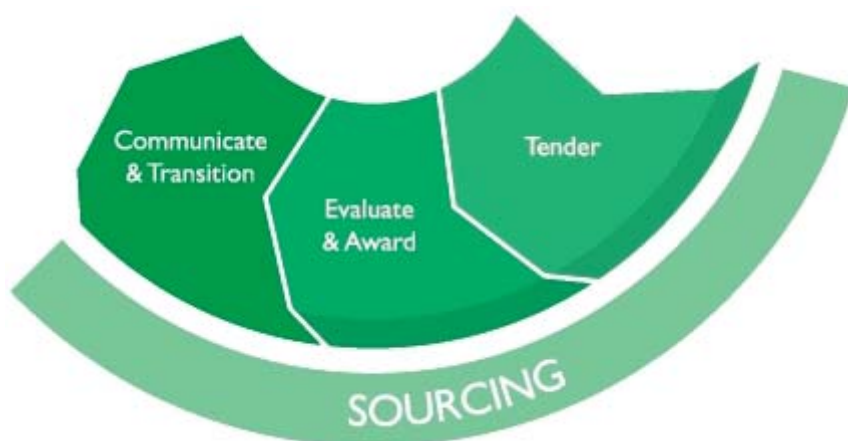
We recommend that Roads and Maritime Services issue Request for Proposal (RFP) by Select Tender for the procurement of portable weigh scales.

11. Evaluation

The value drivers are as detailed in the cost saving summary (per 6. Financial analysis).

The respondents will provide detail of their compliance to the assessment criteria; a quotation of rates and fees; and compliance to the draft contract terms.

The assessment criteria are as follows:



- **Reliability/Durability** - Demonstrated evidence that the nominated scale model or previous models have usable life span of a minimum of 10 years. Evidence could include demonstration that no fewer than ten (10) highways agencies from around the world have used the tendered scales (or equivalent previous models) for 10+ years.
- **Manufacture and delivery program** - Demonstrated examples of successful delivery of 100+ scales in the last 24 months. This shows the ability to manufacture and deliver the required amount of scales within the time nominated in RFP.
- **Value for money.**

Weightings will be defined by the assessment panel.

The assessment panel will include Roads and Maritime's Compliance and Regulatory Services Division (CaRS) resources. Financial assurance will be provided by a representative from CaRS Finance branch. A representative of Roads and Maritime Procurement branch will provide procurement oversight. A Probity Officer will be appointed to review all documentation.

12. Communication and transition

A Communication Strategy and transition plan will be provided by Program Management Office (PMO) outlining the tasks, timeframes, roles and responsibilities.

Respondents to the RFP are required to provide delivery plan outlining their timeframes and capability to deliver the portable weigh scales to Australia. It is estimated that the all portable weigh scales shall be delivered to RMS by 30 June 2019.

MANAGING

13. Policies

- RMS Procurement Policy PN195
- RMS Procurement Manual

The NSW Government has committed to improving road safety. NSW Government is a signatory to the National Road Safety Strategy 2011-2020 (National Strategy) which sets out targets to adopt best practice enforcement and reduce the national annual number of deaths and serious injuries by 30 per cent by 2020.

Portable Weigh Scales are used by Enforcement Operations Inspectors to weigh heavy vehicles in NSW to meet regulatory and road safety requirements.

14. Contract management

The proposed contract management strategy framework for a new contract will be led by the Roads and Maritime Procurement Contract Management Team. Roads and Maritime have a dedicated Contracts Manager for operational and tactical contract administration.

The initial role of the Contract Manager is to project manage the implementation process to ensure a seamless asset replacement from existing scales to the brand new scales.

Operational aspects of Contract Management will be managed by the CaRS Compliance Branch Heavy Vehicle Programs Unit who will monitor contract performance through the contract management function in Transport equip Ariba. A portfolio level view of all CaRS contracts will be managed by the Service Relationships branch.

15. Reporting

Providers must complete and supply Roads and Maritime Services with regular reports on their delivery timeframe, in a form approved by Roads and Maritime Services.

16. Compliance management

The provider must supply the following documentation for compliance management:

- Evidence of authorised distributor in NSW for the nominated scale
- OIML certification and IP rating certification for the nominated scale
- ISO 9001 certification from the scale manufacturer

17. Appendices

Nil



RE: Procurement Strategy for Procurement of Portable Weigh Scales

From: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
To: LEE Alex <alex.lee@rms.nsw.gov.au>
Date: Tue, 07 Aug 2018 10:24:33 +1000

Excellent work so far mate!!

Please make sure you manage the signature process. Get the signature from albert then ask him to send you the signed PDF so you can meet with roger to get his sign off.

Samer Soliman
Manager Heavy Vehicle Programs

From: LEE Alex
Sent: Tuesday, 7 August 2018 10:22 AM
To: BASS Albert
Cc: WILLIS Donna; CHIU Mark; SOLIMAN Samer
Subject: Procurement Strategy for Procurement of Portable Weigh Scales
Importance: High

Good morning Albert

Please see attached the Procurement Strategy prepared for procurement of Portable Weigh Scales.

It would be great if you could approve it and forward to Roger Weeks for further endorsement.

I would like to take this opportunity to thank you for all the support and professional advice from your team, Donna and Mark, it is very much appreciated.

Regards

Alex Lee
Project Engineer – Heavy Vehicles Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
T 02 8848 8225 F 02 8848 8399 E alex.lee@rms.nsw.gov.au
www.rms.nsw.gov.au
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Roads and Maritime Services
110 George Street Parramatta NSW 2150

Review of Procurement Strategy

Where: TBC
When: Tue Aug 07 11:00:00 2018 (Australia/Sydney)
Until: Tue Aug 07 13:00:00 2018 (Australia/Sydney)
Organiser: LEE Alex </o=rta/ou=sydney/cn=recipients/cn=leesk">
Required Attendees: LEE Alex <alex.lee@rms.nsw.gov.au>
WILLIS Donna <donna.willis@rms.nsw.gov.au>
CHIU Mark <mark.chiu@rms.nsw.gov.au>
SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>

Hi team

I will have the procurement strategy ready by Monday afternoon , can I please meet you guys to finalise the document on Tuesday.

Could we meet again in Parramatta, Hot lunch will be provided :)

Cheers

Alex

Draft and issue RFQ

Where: quiet room
When: Thu Aug 09 11:00:00 2018 (Australia/Sydney)
Until: Thu Aug 09 13:00:00 2018 (Australia/Sydney)
Organiser: SOLIMAN Samer </o=rta/ou=exchange administrative group
(fydibohf23spdlit)/cn=recipients/cn=solimans">
Required Attendee: LEE Alex <alex.lee@rms.nsw.gov.au>

Placeholder to work through the RFQ with you so we can issue it.

RE: eTender form for Procurement of Portable Weigh Scales

From: CHIU Mark </o=rta/ou=exchange administrative group (fydibohf23spdlt)/cn=recipients/cn=chium">
To: LEE Alex <alex.lee@rms.nsw.gov.au>, SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
Cc: WILLIS Donna <donna.willis@rms.nsw.gov.au>
Date: Tue, 14 Aug 2018 12:03:41 +1000

Hi Alex,
I just checked, and YES you need to have Melinda sign off the procurement strategy before going to market. I believe she would be the SPONSOR of your procurement because of the \$7m value. She would eventually have to sign off the spend.
Do you think you need to look at your dates, and revise? Let me know as I am with TSS today and will not publish to e-tender until we hear back.

Regards
Mark

Mark Chiu
RMS Procurement | Business Services Division
M: [REDACTED] **E:** mark.chiu@rms.nsw.gov.au
www.rms.nsw.gov.au

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From: LEE Alex
Sent: Tuesday, 14 August 2018 11:36 AM
To: CHIU Mark
Subject: RE: eTender form for Procurement of Portable Weigh Scales

Good morning Mark

Thanks so much for the chase up with TSS

Just a quick question, do we need to wait for the Executive Director of CaRS to sign off the Procurement Strategy before we publish it?
We got signature from Albert and Roger Weeks (Director Compliance) so far.

Cheers
Alex

From: CHIU Mark
Sent: Tuesday, 14 August 2018 11:02 AM
To: Cruz, Gemma
From: LEE Alex
Subject: RE: eTender form for Procurement of Portable Weigh Scales

Thanks Gemma, can you do this today? The business is wanting it to be published asap. As it is a closed select tender, once it is published, will you send a link to the advert and a passcode? Is that how closed/select tenders work on e-tender website?

Regards
Mark

Btw: I'm on Level 1 2-14 Elsie St this morning, near the Wirragulla room

Mark Chiu
RMS Procurement | Business Services Division
M: [REDACTED] **E:** mark.chiu@rms.nsw.gov.au
www.rms.nsw.gov.au

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From: Cruz, Gemma [mailto:Gemma.Cruz@transport.nsw.gov.au]
Sent: Tuesday, 14 August 2018 10:56 AM
To: CHIU Mark
j b: LEE Alex
SCcubt: RE: eTender form for Procurement of Portable Weigh Scales

Hi Mark

No worries.
I will enter the information you have provided and will send you the preview for your review and approval before I publish it.
Will also generate the RFx ID.

Kind regards,

Gemma Cruz
Contract Administration
Procurement Services | Transport Shared Services
People and Corporate Services
Transport for NSW

T: 02 8574 3321
Level 1, 2-14 Elsie St, Burwood NSW 2134



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From: CHIU Mark [mailto:Mark.CHIU@rms.nsw.gov.au]
Sent: Tuesday, 14 August 2018 10:42 AM
To: Cruz, Gemma
j b: LEE Alex
SCcubt: RE: eTender form for Procurement of Portable Weigh Scales

Hi Gemma,
Please create an RFx ID for us! Thanks v much.

Mark Chiu
RMS Procurement | Business Services Division
M: [REDACTED] **E:** mark.chiu@rms.nsw.gov.au
www.rms.nsw.gov.au

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From: Cruz, Gemma [mailto:Gemma.Cruz@transport.nsw.gov.au]
Sent: Tuesday, 14 August 2018 9:51 AM
To: CHIU Mark
SCcubt: RE: eTender form for Procurement of Portable Weigh Scales

Hi Mark

Also, do you have the RFX ID #?

If not, let me know so we can create one for you.

Kind regards,

Gemma Cruz

Contract Administration
Procurement Services | Transport Shared Services
People and Corporate Services
Transport for NSW

T: 02 8574 3321
Level 1, 2-14 Elsie St, Burwood NSW 2134



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From: Cruz, Gemma
Sent: Tuesday, 14 August 2018 9:23 AM
To: CHIU Mark
Subject: FW: eTender form for Procurement of Portable Weigh Scales
Importance: High

Hi Mark

Do you have the Word format for the Tender details for publishing?
It will be easier (with less typo error) to copy and paste the information into the eTendering site.

Thanks Mark.

Kind regards,

Gemma Cruz

Contract Administration
Procurement Services | Transport Shared Services
People and Corporate Services
Transport for NSW

T: 02 8574 3321
Level 1, 2-14 Elsie St, Burwood NSW 2134



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From: Bedi, Taranjeet
Sent: Tuesday, 14 August 2018 9:08 AM
To: Cruz, Gemma
From: Prasad, Nirupa
Subject: FW: eTender form for Procurement of Portable Weigh Scales
Importance: High

Hi Gemma

Could you please assist with the attached request as priority? This is a selective RMS tender

Thanks

Taranjeet Bedi
SSO – Contract Administration
Transport Shared Services - Procurement Services
People and Corporate Services
Transport for NSW
T 02 8574 3305
Level 1 2-14 Elsie Street, Burwood NSW 2134



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From: CHIU Mark [mailto:Mark.CHIU@rms.nsw.gov.au]
Sent: Monday, 13 August 2018 10:50 AM
To: Bedi, Taranjeet; TenderInfo
jb: LEE Alex; Prasad, Nirupa
SCcubt: FW: eTender form for Procurement of Portable Weigh Scales
Importanbe: High

Hi Taranjeet,
Please let me know if you've received this email requesting e-tender publishing of the RMS RFP for portable weigh scales.

As discussed with Nirupa on Friday, this e-tender is for a SELECT TENDER (INVITE ONLY), and RESTRICTED VIEW. A few points:

- In the attached 5425 form, please DELETE the Other Instructions (standard) info. Tenderers are NOT to contact TSS to bid.
- As it will be a select tender, I understand once you publish, you will provide us with the link to the e-tender advert, and a passcode?
- We will send this to our list of select suppliers. Potential suppliers will be asked to access the e-tender advert, and submit their responses via e-tender.
- The RFP document (attached) is to be published with the CLOSED e-tender advert, and accessible only when we give access to the select suppliers. Note: I've embedded the goods and services contract into the RFP, so you just need to attach the RFP doc.

Any questions, please let us know. The business would like to publish this asap. As it is a standard goods supply, they have only given them 2 weeks to respond.

Regards
Mark

Mark Chiu
RMS Procurement | Business Services Division
M: [REDACTED] **E:** mark.chiu@rms.nsw.gov.au
www.rms.nsw.gov.au

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From: LEE Alex
Sent: Monday, 13 August 2018 10:32 AM
To: CHIU Mark
SCcubt: FW: eTender form for Procurement of Portable Weigh Scales
Importanbe: High

From: LEE Alex
Sent: Friday, 10 August 2018 11:50 AM
To: 'tenderinfo@transport.nsw.gov.au'

Subject: eTender form for Procurement of Portable Weigh Scales
Importance: High

Hi there

Please see attached the signed form 5425, the RFP and the Goods & Services Agreement.

Please be advised, we would like to publish this Select Tender on next Monday 13 August 2018.

Regards

Alex Lee

Project Engineer – Heavy Vehicles Programs
Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services
T 02 8848 8225 F 02 8848 8399 E alex.lee@rms.nsw.gov.au

www.rms.nsw.gov.au

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110 George Street Parramatta NSW 2150

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Re: Portable Weigh Scales

From: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>
To: SHARMA Sham <sham.sharma@rms.nsw.gov.au>
Cc: JANSEN Arnold <arnold.jansen@rms.nsw.gov.au>, TSHUMA Sindiso <sindiso.tshuma@rms.nsw.gov.au>, LEE Alex <alex.lee@rms.nsw.gov.au>
Date: Tue, 14 Aug 2018 15:17:04 +1000

Hi sham,
Yes that's correct. Alex lee is managing this procurement FYI. The tender is ready to go live; awaiting Melinda baileys signature on the procurement strategy doc so the RFP can formally be published online by TSS. It's been signed by roger weeks and the chief procurement officer already.

Cheers,
Samer

On 14 Aug 2018, at 3:11 pm, SHARMA Sham <Sham.SHARMA@rms.nsw.gov.au> wrote:

|
Hi Samer and Arnold,
Can you please confirm that we would spend the \$7M this year for Weigh Scales?

Regards
Sham

From: SHU Roger Y
Sent: Tuesday, 14 August 2018 2:56 PM
To: TSHUMA Sindiso; SHI Samantha
Cc: PERERA Jivanka; ANDER Doug; CARROLL Margaret G; SHARMA Sham
Subject: RE: Portable Weigh Scales

Hi SIndi,

Are you comfortable that CaRS would spend all the \$\$\$ capex in 2018-19?

Best,

Roger

██████████

From: TSHUMA Sindiso
Sent: Tuesday, 14 August 2018 2:28 PM
To: SHI Samantha
Cc: PERERA Jivanka; ANDER Doug; CARROLL Margaret G; SHARMA Sham; SHU Roger Y
Subject: Portable Weigh Scales

Hi Samantha

As discussed earlier, CaRS is currently preparing to go to tender for the replacement of weigh scales and are looking to spend \$7m in FY18/19. Currently in TIP there is \$4.7m, and my understanding is that there is a further \$2.3m still to be allocated to CaRS for 18/19. The ED has a memo to approve the procurement, and would like Finance to confirm availability of the \$7m. Please assist by confirming that CaRS budget will be increased to \$7m for this FY. Thanks.

Kind Regards

*Sindiso Tshuma
A/Financial Controller CaRS,
Finance Business Partners
Tel: (02) 883 70216*

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Roads and Maritime Services
Pod D Level 3 Octagon Building
99 Phillip Street Parramatta NSW 2151