



Transport  
Roads & Maritime  
Services

## Request for Proposal

# Supply of portable weigh scales for heavy vehicle enforcement

Details	
<b>RMS:</b>	<b>Roads and Maritime Services</b> (ABN 76 236 371 088) 20 Ennis Rd Milsons Point NSW 2061
<b>Publish Date:</b>	August 16, 2018
<b>RFP Number</b>	<b>RMS 2018/001</b>
<b>RFP Enquiry Cut-off Date</b>	August 23, 2018
<b>Submission Deadline:</b>	August 30, 2018
<b>Lodgement Method:</b>	<a href="#">NSW e-Tendering website</a>
<b>End of Binding Period:</b>	60 days
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<b>Probity Adviser:</b>	N/A
<b>External Advisers:</b>	Nathan Chehoud – WSP

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## Confidentiality Notice

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## Part A: Terms of Participation

### Introduction

Roads and Maritime Services seeks Proposals for **supply of 425 portable weigh scales and 70 chargers** for heavy vehicle enforcement to Roads and Maritime Services.

Further details are set out in Part B – Scope of Works.

For background information on RMS, see [www.rms.nsw.gov.au](http://www.rms.nsw.gov.au).

### 1 Definitions and Interpretation

#### 1.1 Definitions

In this RFP, terms defined on the cover of this RFP have the meaning given there and, except where the context otherwise requires:

**Best and Final Offer or BAFO** means best and final offer in relation to all or certain aspects of a Proposal.

**Conflict of Interest** refers to any interest, relationship or other situation which might affect (or be perceived to affect) the impartial assessment of a Proposal by Roads and Maritime Services. This will include (without limitation) any relationships or friendships of the Proponent or its staff with Agency's staff.

**Contractor** means the Proponent that is selected to supply Goods/Services as a consequence of this RFP.

**Deliverables** means the Goods or Services described in the Scope of Works.

**End of Binding Period** refers to the time before which the Proponent cannot amend or withdraw its Proposal and in which the Proposal remains open for acceptance by Roads and Maritime Services (see clause 6.6).

**Fees** means the charges and rates that are set out in Returnable Schedule 6.

**Goods** means any goods described in the Scope of Works.

**Intellectual Property Rights** means any industrial and intellectual property rights throughout the world, including any copyright, invention, patent, design, trade mark, service mark, domain name, trade secret, know-how, confidential information, circuit layouts, database or anything copied or derived from them.

**Procurement Policy Framework** means the Goods and Services Procurement Policy Framework for NSW Government Agencies issued by the NSW Procurement Board. A copy of the Procurement Policy Framework is available at <https://www.procurepoint.nsw.gov.au/policy-and-reform/nsw-procurement-board/nsw-government-procurement-policy-framework>

**Proponent** means a supplier that submits a Proposal in response to this Request for Proposal

**Proposal** means a response to this RFP submitted by a Proponent.

**Proposed Contract** means the proposed contract set out in Part C of this RFP.

**Request for Proposal or RFP** means this request for proposal.

**Returnable Schedule** means a returnable schedule set out in Part D of this RFP.

**RFP Enquiry Cut-off** means the date and time by which any enquiries and clarifications may be made by the Proponent as specified in clause 3.

**RMS** means Roads and Maritime Services (ABN 76 236 371 088) a NSW Government agency and a corporation incorporated under section 46 of the Transport Administration Act 1988 (NSW) of 20 Ennis Rd Milsons Point NSW 2061.

**Scope of Works** means the scope of services set out in Part B of this RFP.

**Services** means any services described in the Scope of Works.



**SME** means small and medium enterprises as defined in the SME Policy Framework.

**SME Participation Plan** means a plan demonstrating how a Proponent proposes to support local industry, including jobs, skills and capability development for SME's where the procurement is valued at \$10 million and above. An SME Participation Plan template is available to download at <https://www.procurepoint.nsw.gov.au/policy-and-reform/goods-and-services/small-and-medium-enterprises-policy-framework>

**SME Policy Framework** means the NSW Government's Small and Medium Enterprises Policy Framework (see <https://www.procurepoint.nsw.gov.au/policy-and-reform/goods-and-services/small-and-medium-enterprises-policy-framework>)

**Statement of Business Ethics** means the RMS statement of business ethics available at <http://home.rta.nsw.gov.au/organisation/divisions-and-branches/corporate-commercial/audit-and-risk/ethics/business-ethics-and-practices/index.html>

**Submission Deadline** means the date set out in the Details being the time by which Proposals must be lodged.

**T&M** means time and materials based payment structures.

## 1.2 Interpretation

Unless the contrary intention appears:

**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.

**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.

**Time & Day Calculations:** A reference to time of day is a reference to Sydney time on the date in question. 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. 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.

## 2 RFP structure

This RFP comprises four parts:

<b>Part A: Terms of participation</b>	Part A contains the terms of participating in this RFP.
<b>Part B: Scope of Works</b>	Part B sets out the Scope of Works.
<b>Part C: Proposed Contract</b>	Part C contains the agreement under which Roads and Maritime Services wishes to engage the Contractor to provide the Deliverables.
<b>Part D: Returnable Schedules</b>	Part D contains the Returnable Schedules that must be completed by Proponents and returned in their Proposals.

## 3 RFP timetable

The following timetable below is provided as a guide only. Roads and Maritime Services reserves the right to vary the timetable and the nature and number of activities in its sole discretion without notice to Proponents.

Activity	Date
<b>Evaluation complete</b>	September 6, 2018
<b>Contract executed</b>	October 2, 2018
<b>Proponents notified of outcome of RFP process</b>	October 9, 2018

## 4 Communications during the RFP process

### 4.1 Proponent contact person

The Proponent must nominate a contact person who will be the only person authorised to contact (and be contacted by) the RFP Manager. The Proponent must not otherwise initiate contact with Roads and Maritime Services or any of its staff or advisers in relation to the Proposal.

### 4.2 RFP Manager

All communications relating to this RFP must be in writing and submitted by email to the RFP Manager.

### 4.3 Requests for clarification or further information

Any questions or requests for further information or clarification of this RFP should be made prior to the RFP Enquiry Cut-off. Roads and Maritime Services reserves the right to not respond to any questions or such requests received after the RFP Enquiry Cut-off.

If a Proponent finds any discrepancy, error or omission in this RFP or other information issued by Roads and Maritime Services in respect of the RFP, the Proponent should notify the RFP Manager immediately.

Roads and Maritime Services is not bound to answer any enquiry. Any answers in response to enquiries will be provided to all Proponents. The identity of the Proponent that initiated the enquiry will not be revealed by Roads and Maritime Services in any such communications.

## **5 RFP**

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### **5.1 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 goods or services the subject of this RFP.

Nothing in this RFP or in the consideration of the Proponent's Proposal obliges Roads and Maritime Services to enter into any agreement with the Proponent, creates a "process contract" or other implied contract, obliges Roads and Maritime Services to consider or accept any Proposal, stops Roads and Maritime Services from considering a non-conforming Proposal, or prevents Roads and Maritime Services from changing the way it manages this RFP or evaluates Proposals.

Without limiting the foregoing, the Statement of Business Ethics and the Procurement Policy Framework are statements of policy only and do not give rise to any legally enforceable obligations on the part of Roads and Maritime Services.

### **5.2 Costs of participation**

Participation in any stage of this RFP process, or in relation to any matter concerning the Proposal, will be at the Proponent's sole risk. All losses, liabilities, damages, costs, charges and expenses incurred by the Proponent (or its employees, agents, contractors or advisors) in any way associated with this RFP will be borne entirely by the Proponent.

### **5.3 Changes to the RFP process**

The processes and procedures set out in this RFP represent the manner in which Roads and Maritime Services currently intends to conduct this RFP. However, Roads and Maritime Services will not be under any legal obligation to conduct this RFP in that manner and Roads and Maritime Services may change the procedures set out in this RFP from time to time in its sole discretion. Roads and Maritime Services will generally try to notify Proponents of any material changes that may affect Proponents but will not necessarily provide reasons.

Without limiting the previous paragraph, Roads and Maritime Services reserves the right, in its absolute discretion, to do all or any of the following at any stage of the RFP process:

- (a) change the format, structure or timing of the RFP process;
- (b) change the scope or requirements of the Deliverables;
- (c) vary, amend, suspend or terminate the RFP process or Proponent participation in it; or
- (d) evaluate any alternative or non-conforming or partially conforming Proposal.

### **5.4 Alternative Proposals**

Roads and Maritime Services may, in its discretion, consider Proposals offering alternative solutions or processes to those requested in this RFP on the condition that the Proponent proposing the alternative solution:

- (a) demonstrates that the alternative solution may be more beneficial to Roads and Maritime Services than the requirements specified in this RFP and will deliver the outcomes sought by Roads and Maritime Services;
- (b) justifies, with supporting data, the proposed alternative solution including the advantages, disadvantages, limitations and capabilities of the alternative solution; and
- (c) also provides a Proposal that conforms to the requirements specified in this RFP.

### **5.5 Addenda**

Roads and Maritime Services reserves the right to vary this RFP (including the variation of any dates or timeframes referred to in this RFP) by issuing an addendum to Proponents. Each addendum will form part of this RFP, and all addenda must be addressed and incorporated into each Proposal. It is the responsibility of Proponents to verify if any addendum has been issued. Where an addendum has been issued after the Proponent has lodged its Proposal, the Proponent should update its Proposal and resubmit the updated Proposal in accordance with Roads and Maritime Services' instructions.

## 6 Proposals

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### 6.1 Proposal content

Proponents must ensure that:

- (a) their Proposal is presented in the required format as set out in Part D – Proponent's Response; and
- (b) all the information fields in Part D - Proponent's Response are completed and contain the information requested.

Proposals must be in English, be clear, concise and relevant, and be free of irrelevant marketing material or any other superfluous or irrelevant material.

All times must refer to local time Sydney Australia.

Pricing must be in Australian dollars (AUD) excluding GST and pricing terms must comply with Delivered Duty Paid (DDP) (Incoterms 2010), unless otherwise set out in this RFP.

In completing the Proposal, Proponents must not change any pre-existing text in the Returnable Schedules other than to insert the required information.

Proponents should fully inform themselves in relation to all matters arising from this RFP, and must clearly identify and detail all assumptions, qualifications and dependencies upon which their Proposal is based in the relevant section of the Returnable Schedules or where no such section exists, in Returnable Schedule 1. Proponents must also inform Roads and Maritime Services how such assumptions, qualifications and dependencies are proposed to be eliminated. If no assumptions, qualifications and dependencies are identified, the Proposal will be deemed to have none.

### 6.2 Lodgement

Proposals must be submitted no later than the Submission Deadline.

Proposals must be submitted electronically according to the Lodgement Method noted in the Details

Such Proposals will be treated in accordance with the *Electronic Transactions Act 2000* (NSW), and given no lesser level of confidentiality, probity and attention than Proposals lodged by other means.

Electronically submitted Proposals may be made corrupt or incomplete, for example by computer viruses. Roads and Maritime Services may decline to consider for acceptance a Proposal that cannot be effectively evaluated because it is incomplete or corrupt. Proponents must note that:

- (a) to reduce the likelihood of viruses, Proponents must not include any macros, applets, or executable code or files in a Proposal.
- (b) Proponents should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
- (c) Roads and Maritime Services will not be responsible in any way for any loss, damage or corruption of electronically submitted Proposals.

### 6.3 Labelling

Proponents must label their Proposal with the RFP Number and Proponent's name.

### 6.4 Late Proposals

Proponents are solely responsible for ensuring that their Proposal is submitted in accordance with this RFP prior to the Submission Deadline. Late Proposals will be rejected except where Roads and Maritime Services determines, in its absolute discretion, that:

- (a) the delay was beyond the reasonable control of the Proponent; and
- (b) the integrity and competitiveness of the RFP process will not be compromised by accepting a late Proposal.

## 6.5 Extensions

Roads and Maritime Services may extend the Submission Deadline in its sole discretion. Proponents may request an extension in writing to the RFP Manager but Roads and Maritime Services is under no obligation to grant such extension.

## 6.6 Proposal Terms Valid Until End of Binding Period

A Proposal (including its pricing and other proposed terms) will be deemed to remain valid and open to acceptance at least until the End of Binding Period. Roads and Maritime Services and the Proponent may mutually agree to extend the End of Binding Period.

## 6.7 Errors in Proposal

If Roads and Maritime Services considers that there are unintentional errors of form in a Proponent's Proposal, Roads and Maritime Services may, but is not required to, request the Proponent to correct or clarify the error but Roads and Maritime Services will not permit any material alteration or addition to the Proposal that would improve it.

If, after a Proponent's Proposal has been lodged, the Proponent becomes aware of an error in the Proposal (excluding clerical errors which would have no bearing on the evaluation of the Proposal) the Proponent must promptly notify Roads and Maritime Services of such error. Roads and Maritime Services may in its absolute discretion allow a Proponent to correct an error where Roads and Maritime Services is satisfied that this does not afford the Proponent any advantage.

# 7 Evaluation of Proposals

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## 7.1 Evaluation process

Following the Submission Deadline, Roads and Maritime Services intends to evaluate the Proposals received. Roads and Maritime Services may decide, in its absolute discretion, to consider or refuse to consider, any non-conforming Proposal. A non-conforming Proposal includes Proposals that:

- (a) do not comply with the requirements of this RFP;
- (b) are incomplete, ambiguous or illegible, or
- (c) contains insufficient information to enable proper evaluation.

The Details section above states whether or not Roads and Maritime Services intends at this stage to engage an External Adviser to assist (whether or not as a voting member of the evaluation panel) with the evaluation of Proposals. If a Proponent is concerned that the External Adviser has a conflict of interest it must notify Roads and Maritime Services immediately.

## 7.2 Evaluation criteria

Proposals will be evaluated by determining the best value for money having regard to the price and non-price criteria summarised in the table below. The criteria are not listed in any particular order of importance and are not necessarily of equal weight.

Roads and Maritime Services will not necessarily accept the Proposal offering the lowest price. In evaluating proposals Roads and Maritime Services may have regard to information from any source (including reports on a proponent's performance under other contracts).

As part of the evaluation, Roads and Maritime Services may also at any time undertake a probity and/or risk assessment of Proposals which may include:

- an assessment of the level of conformity of a Proposal with the risk profile of the Proposed Contract;
- a probity assessment of the Proponent and its personnel to ascertain whether there are or have been any unethical, unfair, illegal or corrupt practices or conduct or whether there are any other matters which may adversely reflect on Roads and Maritime Services doing business with the Proponent; and
- an assessment of responses from reference sites and/or referees.

Roads and Maritime Services reserves the right at any time to not proceed further with the consideration of any proposal from a Proponent whose proposal it does not consider to be acceptable having regard to the probity or risk assessment.

The Returnable Schedules provide more detail of the evaluation criteria and information required by Roads and Maritime Services to evaluate Proposals.

Item	Evaluation Criterion	Returnable Schedule
1.	Organisational strategic and financial capability	2
2.	Demonstrated ability to perform the services and compliance with the scope of works	3
3.	Proposed project management methodology and ability to achieve the milestones	4
4.	Price (including where relevant (total cost of ownership, initial price, training, maintenance, disposal etc.)	5

### 7.3 Clarifications, presentations and interviews

Roads and Maritime Services may request Proponents to submit additional information or clarify Proposals during the RFP process and seek revised offers, in the form of BAFOs or otherwise, from Proponents at any time after the Submission Deadline.

In evaluating Proposals Roads and Maritime Services may, in its sole discretion, take into account information that it obtains in addition to any information contained in a Proposal in relation to a Proponent.

In addition to clarification of Proposals and requesting BAFO or otherwise, Roads and Maritime Services may request some or all Proponents in writing to:

- (a) conduct presentations or briefings; and/or
- (b) make selected human resources nominated by Proponents available for interviews.

### 7.4 Probity

**NOTE:** paragraph (a) applies if the Details state (or Roads and Maritime Services later advises) that a Probity Adviser has been appointed, and paragraph (b) applies in all other cases.

- (a) Roads and Maritime Services has appointed a Probity Adviser for this RFP. The Probity Adviser's role in the evaluation process includes:
- (i) ensuring that the procedures adopted in the receipt and evaluation of a Proposal are fair and equitable and that the probity of the process is independently validated;
  - (ii) monitoring and reporting to Roads and Maritime Services that the evaluation process and procedures in this RFP have been followed and that the outcome is capable of being independently validated;
  - (iii) providing confidence to all Proponents that appropriate processes were fully adhered to and that no Proponent was given an unfair advantage or was unfairly discriminated against;
  - (iv) providing guidance to Roads and Maritime Services as to how unforeseen probity issues could be resolved;
  - (v) attending evaluation committee and Roads and Maritime Services meetings where relevant;
  - (vi) attending any meetings or presentations with Proponents;
  - (vii) monitoring communication during the period between submission of Proposals and final decisions; and
  - (viii) preparing a report outlining the work performed, any issues that arose during the RFP process and confirming that the evaluation process and procedures have been followed.

The Probity Adviser is not a part of the evaluation team but an independent observer of the process and will not be involved in the actual evaluation of any Proposal.

If Proponents have any concerns about the conduct or probity of the evaluation process, the Proponent should promptly bring its concerns to the Probity Adviser's attention. The Probity Adviser will investigate the matter and make an appropriate recommendation to Roads and Maritime Services. Any action taken as a result of such process will be at Roads and Maritime Services's discretion.

- (b) If Proponents have any concerns about the conduct or probity of the evaluation process, the Proponent should promptly advise Audit & Risk Branch by email to **RMS.ethics.hotline@rms.nsw.gov.au** or telephone **1800 043 642** who will investigate the matter and make an appropriate recommendation to Roads and Maritime Services. Any action taken as a result of such process will be at Roads and Maritime Services's discretion.

## 7.5 Successful Proposals

Selection of a successful Proponent does not give rise to a contract (express or implied) for the supply of Services. No legal relationship will exist for the supply of Services until such time as a binding contract is executed by them.

The Successful Proponent will be required to enter into a contract with Roads and Maritime Services based on the Proposed Contract.

## 7.6 Advice to Proponents and Debriefing

Roads and Maritime Services does not intend commenting on or disclosing the progress of the evaluation of Proposals prior to giving formal final notice of the outcome of the RFP.

Unsuccessful Proponents may, within 30 days of the notification of the outcome of the RFP, by email to the RFP Manager, request a debriefing. A debriefing will be provided to the relevant Proponent providing information on why its Proposal was not successful.

Roads and Maritime Services will not provide any information comparing a Proponent's Proposal against the successful Proposal nor will Roads and Maritime Services release the names or scores of other Proponents or any other information about other Proposals other than the name of the successful Proponent(s).

# 8 General

## 8.1 Compliance with policy

Compliance with the Procurement Policy Framework and Statement of Business Ethics are essential requirements of this RFP.

A Proponent's failure to comply with this clause 8.1 during the RFP process will be taken into account by Roads and Maritime Services during the Proposal evaluation process and Roads and Maritime Services may pass over the Proponent's Proposal without prejudice to any other rights of action or remedies available to Roads and Maritime Services.

## 8.2 Intellectual Property Rights in this RFP

All Intellectual Property Rights in this RFP and any documents provided to Proponents as part of the RFP process (**Information Documents**) are owned by and will remain the property of Roads and Maritime Services and Roads and Maritime Services. Proponents obtain no rights in this RFP or the Information Documents. Proponents must not copy, use or otherwise deal with this RFP or the Information Documents, except as reasonably necessary for Proponent to respond to this RFP, unless Roads and Maritime Services gives prior written consent.

## 8.3 Intellectual Property Rights in Proposal document and licence to use

Upon submission in accordance with the requirements of this RFP, all Proposals (whether in paper or electronic form) will become Roads and Maritime Services property.

Proponents (or their licensors) will retain all Intellectual Property Rights contained in the Proposals. Each Proponent grants to Roads and Maritime Services and Roads and Maritime Services a royalty-free, perpetual and irrevocable licence to use, copy, reproduce, adapt and modify their Proposal for any purpose related to the RFP, including for the purpose of evaluating Proposals and the preparation of associated agreements.

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Roads and Maritime Services will retain copies of Proposals, evaluation information and other materials as required by Roads and Maritime Services or NSW Government policies and processes.

#### 8.4 RMS Confidential Information & Public Statements

Confidential information includes all information of Roads and Maritime Services or contained in this RFP or subsequently provided by it on a confidential basis other than information which is or becomes public knowledge (unless through a breach of confidentiality by the Proponent).

Proponents may disclose confidential information to their employees, agents, contractors and advisors ("disclosees") strictly on a need to know basis and solely for the purposes of evaluating the contents of this RFP, preparing a Proposal and negotiating any resulting contract PROVIDED THAT they first obtain from the disclosees, and provide to Roads and Maritime Services, an executed confidentiality undertaking in favour of Roads and Maritime Services in the following form

- **Attachment 2 – Confidentiality Undertaking** (for use by Proponent's own staff)
- **Attachment 3 – Confidentiality Deed Poll** (for use by anyone other than Proponent's staff)

Proponents are also permitted to disclose confidential information to the extent required by law. However, prior to any such disclosure the Proponent must notify Roads and Maritime Services in writing and allow, to the extent legally possible, a reasonable period for Roads and Maritime Services to consider whether they wish to require the Proponent to challenge the grounds for the disclosure or seek conditions to be placed on the disclosure.

Otherwise, Proponents must not use or disclose Roads and Maritime Services confidential information.

Roads and Maritime Services may require Proponents to return or destroy all copies of this RFP and any other confidential information Roads and Maritime Services has provided to Proponents. Proponents must promptly comply with this request and provide a written certification of destruction (if so directed in writing).

Proponents may not make any announcement or release any information regarding this RFP (including that it has been sent to Proponents) without Roads and Maritime Services's prior written consent. This does not preclude a Proponent which is public listed company from reporting to the ASX provided Roads and Maritime Services has notified it of acceptance of its Proposal by the issue of a formal letter of acceptance. Notification of shortlisting or of being the preferred Proponent is not sufficient.

#### 8.5 Proponent Confidential Information

Proponents should clearly identify any confidential information they have provided as part of their Proposal, including information about the Proponent and its products, services and customers. Such information will not be confidential if Roads and Maritime Services already knows the information, it is public knowledge or Roads and Maritime Services has already obtained the information on a non-confidential basis.

Proponents must not mark the whole or substantially the whole of their Proposal as confidential. Proponents must not claim confidentiality for any part of Proposal which is not genuinely confidential.

Roads and Maritime Services shall in appropriately secure and safeguard all Proponent's provided documentation and shall keep all declared confidential information confidential. Proponents agree that Roads and Maritime Services may disclose any information in their Proposals (including Proponent confidential information) to Roads and Maritime Services' employees, agents, contractors or advisors on a need to know basis and for the purpose of evaluating or clarifying a Proposal or negotiating any resulting contract.

If there is any conflict or inconsistency between Roads and Maritime Services's obligations of confidentiality to the Proponent and Roads and Maritime Services's obligations of disclosure, as referred to in clause 8.6 below, Roads and Maritime Services's obligations of disclosure shall prevail to the extent of the conflict or inconsistency.

#### 8.6 GIPA Act and Contract and Tender Reporting

Notwithstanding any provision of this Part A, Roads and Maritime Services may disclose any information in a Proposal and any resulting contract to the extent that Roads and Maritime Services is required to do so by law, including under the *Government Information (Public Access) Act 2009* (NSW) or by a valid requirement of a government agency. Disclosure obligations may change over time, but Proponents should be aware that the following types of information may be required to be disclosed:

- (a) the name and business address of the Contractor and details of any related bodies corporate that will be involved in carrying out the obligations of the Contractor under any contract resulting from this RFP;



- (b) in relation to this RFP, the method of submitting Proposals and a summary of the criteria against which the various Proposals were assessed;
- (c) details of any resulting contract from the RFP process (including a description of the goods/services to be provided, commencement date of the resulting contract, the term of the resulting contract, and a description of any provisions in the resulting contract which may be subject to variation or renegotiation); and
- (d) the price payable by us under the resulting contract and the basis for future changes in this price.

Detailed information about the disclosure obligations of NSW government agencies is set out in the guidelines published by the Information and Privacy Commission. These guidelines can be accessed at <http://www.ipc.nsw.gov.au/education-and-resources>

Notwithstanding anything else, we may disclose information as required under any NSW Government tender disclosure requirements including those in [Premier's Memorandum 2007-01](#)

## 8.7 No collusion

In preparing a Proposal, Proponents must not communicate (verbally or otherwise), have any arrangement or arrive at any understanding with any other Proponent concerning the RFP. Proponents must not engage in practices that might be regarded as collusive or anticompetitive.

## 8.8 Disclaimer

This RFP contains statements based on information or data that Roads and Maritime Services believes to be reliable as at the date of publication. Roads and Maritime Services makes 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. Proponents are responsible for forming their own independent judgements, interpretations, conclusions, and deductions about any information or data in this RFP, and Proponents should examine all information relevant to the risks, contingencies and other circumstances that could affect their Proposal. Roads and Maritime Services will not be liable to Proponents if Proponents rely on any information or data in this RFP.

## 8.9 Reliance on statements

Roads and Maritime Services may rely on any statements made by Proponents (including their employees, contractors, advisors and agents). The statements Roads and Maritime Services may rely on include those contained in Proposals, those made in any written or verbal communications and in any negotiations with Roads and Maritime Services. If Roads and Maritime Services believes any Proponent has made any false or misleading statements, Roads and Maritime Services may in its absolute discretion exclude the relevant Proposal from the evaluation process at any time.

## 8.10 Unlawful acts and improper assistance

Proponents (and their employees, contractors, advisers and agents) must not offer any form of inducements to Roads and Maritime Services or exhibit undue pressure (including any duress) on either entity, their employees or advisors in connection with this RFP process. Roads and Maritime Services may exclude a Proposal from consideration where Roads and Maritime Services believes it has been compiled using information improperly or unlawfully obtained from Roads and Maritime Services or with the improper assistance of any person currently or previously associated with .

## 8.11 Prime contractor, subcontractors and suppliers

Where the involvement of another party or parties will provide a more substantial and complete solution for Roads and Maritime Services, Proponents may involve that other party or parties in proposing that solution. Proponents should disclose the nature of the relationship with the other party or parties to Roads and Maritime Services and the Proposal must include the details specified in **Part D Proponents Response**.

If a Proposal is successful, Roads and Maritime Services will require the Proponent to contract as prime contractor. If there are other parties involved which the Proponent has have disclosed in its Proposal, then the Proponent may be required to subcontract with them and will be responsible to Roads and Maritime Services for the performance of those parties.

## 8.12 Piggybacking

If a government sector agency or any other statutory body corporate representing the Crown (as defined in the *Government Sector Employment Act 2013*) requests the successful Proponent to provide goods or services to it similar to the goods or services the subject of this RFP then the successful Proponent agrees that it will enter into a separate agreement with that other agency on terms no less favourable than the terms in its Proposal having regard to any necessary changes (including scope and service levels).

## 8.13 Limitation of liability

To the extent permitted by law, Roads and Maritime Services is **not** liable for:

- (a) any incorrect or misleading information, or omission to disclose information;
- (b) anything arising out of Roads and Maritime Services's exercise, or failure to exercise, any rights under this RFP;
- (c) any decision by Roads and Maritime Services to discontinue or otherwise vary the RFP documents or process;
- (d) any decision by Roads and Maritime Services 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 Roads and Maritime Services 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 Proposals comply);
- (f) any costs, losses or expenses incurred by any Proponent in relation to the development, preparation and submission of its Proposal; or
- (g) any misunderstanding arising from the failure by a Proponent to observe the requirements of this RFP.

## ATTACHMENT 1

### BACKGROUND ON ROADS AND MARITIME SERVICES

#### Legal Status

Roads and Maritime Services is a NSW government agency incorporated on 1 November 2011 under the Transport Administration Act 1988 (NSW) as the successor of the former Roads and Traffic Authority of New South Wales and NSW Maritime Authority. RMS is a multi-modal transport agency within the broader Transport cluster that has Transport for NSW (TfNSW) at its centre.

#### Primary Responsibilities

TfNSW has responsibility for transport policy, planning and coordination functions, and the oversight of infrastructure delivery and asset management. In this framework Roads and Maritime's primary responsibilities are to:

- Manage the road network and travel times.
- Provide capacity and maintenance solutions for road and maritime infrastructure.
- Test and licence drivers and vessel operators, and register and inspect vehicles and vessels.
- Improve road and maritime safety.

#### Core Values

Our core values are:

- Customer focus – We place the customer at the centre of everything we do.
- Collaboration – We value each other and create better outcomes by working together.
- Solutions – We deliver sustainable and innovative solutions to NSW transport needs.
- Integrity – We take responsibility and communicate openly.
- Safety – We promise safety for our people and our customers.

#### Reporting

Roads and Maritime reports to:

- the Transport Secretary,
- the Minister for Roads, Maritime and Freight and
- the Minister for Transport.

#### Further Information

Detailed information on RMS is available in our Annual Report which you can download at <http://www.rms.nsw.gov.au/about/corporate-publications/index.html>

## ATTACHMENT 2

### CONFIDENTIALITY UNDERTAKING BY PROPONENT'S STAFF



### CONFIDENTIALITY UNDERTAKING

**PROPONENT (EMPLOYER) NAME**

**EMPLOYEE NAME**

**EMPLOYEE ADDRESS**

**RFP/REOI**

Request for Proposal or Request for Expression of Interest issued by Roads and Maritime Services (RMS) for \_\_\_\_\_

**APPROVED PURPOSE**

To assist the Proponent with developing a Proposal for the RFP/REOI

#### BACKGROUND

- RMS has issued the above RFP and made certain confidential information available to the Proponent.
- RMS confidential information is all information about RMS and the RFP which is not in the public domain.
- The Proponent wants to share confidential RMS information with the Employee in order to consider the RFP invitation and to prepare a Proposal to submit to RMS.
- The terms of the RFP require that the Proponent not share RMS confidential information with employees unless the employees sign a Confidentiality Undertaking.

#### PROMISES BY THE EMPLOYEE

The above named Employee promises as follows for the benefit of RMS:

1. to keep the RMS Confidential Information confidential and only use it for the above Approved Purpose;
2. unless required by law, not to disclose the RMS Confidential Information to anyone else

NOTE: anyone else requesting access to the Confidential Information must contact the Proponent (Employer) to obtain the Confidential Information.

.....  
Signed

.....  
Date

Print name

**NOTE TO EMPLOYER:** only use this form when sharing RMS information with your own staff. If you need to share RMS information with contractors and advisers then you must use Attachment 3 Confidentiality Deed

## Attachment 3 - Confidentiality Deed for Proponent's Contractors (non-employees)



Transport  
Roads & Maritime  
Services

### Confidentiality Deed Poll

<b>RMS (Owner of confidential information)</b>	Roads and Maritime Services (ABN 76 236 371 088) ("RMS") 20 Ennis Rd, Milsons Point, NSW 2061, Australia
<b>Recipient of confidential information</b>	Recipient Name: ACN & ABN: Address: Attention:
<b>Approved Purpose (see clause 2.1)</b>	Prepare a Proposal to submit to RMS in connection with the Tender
<b>Tender</b>	[Insert name of RMS Tender invitation]

You (the Recipient) covenant as follows:

#### 1 What is the Confidential Information?

1.1 The Confidential Information governed by this agreement is information which you obtain from us in connection with the Approved Purpose (whether or not recorded in any form). It also includes all information relating to our business policies, plans, strategies, financial details, proposals, systems, ideas, methods, know-how and intellectual property. It also includes information directly or indirectly derived from that information.

1.2 It does not include information which:

- (a) is or becomes part of the public domain (unless information is in or becomes part of the public domain because it has been disclosed without our consent);
- (b) was already lawfully known to you on a non-confidential basis;
- (c) is provided to you by another person who is in possession of it lawfully and can disclose it to you on a non-confidential basis; or
- (d) is independently developed by you without access to the Confidential Information.

1.3 The Confidential Information always remains RMS's property. This agreement does not give you any right, title or interest in it.

#### 2 Your use of Confidential Information

- 2.1 You must use the Confidential Information solely for the Approved Purpose. You must not use it for any other purpose, or allow any other person to do so without our written consent.
- 2.2 You must not disclose the Confidential Information to any other person without our prior written consent. If we consent then you must ensure that other person signs a confidentiality agreement on the same terms as this agreement and you remain responsible for their actions.
- 2.3 You may disclose the Confidential Information to your employees and contractors on a strict need-to-know basis for the Approved Purpose provided you expressly inform them that it is RMS Confidential Information and you ensure that they owe you legally enforceable confidentiality obligations in respect of it. At any time we may require that you obtain a confidentiality undertaking from those persons in our favour.
- 2.4 You may disclose the Confidential Information as strictly required by law but you must inform us first

and seek to limit the terms of that disclosure in any manner we reasonably request.

2.5 You must take reasonable steps to protect the Confidential Information and keep it secure from unauthorised access.

2.6 You must inform us as soon as possible if:

- (a) you become aware or suspect that there has been any unauthorised disclosure or use; or
- (b) you are required to disclose the information by law.

2.7 You must return or destroy (at our option) the Confidential Information and all copies of it when you no longer require it for the Approved Purpose or on our earlier request.

#### 3 General

3.1 This agreement contains the entire agreement between both of us in relation to the Confidential Information and supersedes all other discussions, representations and statements about the Confidential Information.

3.2 This agreement may be varied or waived only if we both agree in writing.

3.3 You must not assign your rights or obligations under this agreement without our prior written consent.

3.4 If we do not exercise a right at any time in connection with a default under this agreement, this does not mean that we have waived the right or cannot exercise it later.

#### 4 Privacy

If you obtain any Personal Information from us or collect it on our behalf then you must comply with any reasonable directions which we give you in connection with our privacy obligations and you agree to comply with the Australian Privacy Principles under the Privacy Act (1988) irrespective of whether or not you are subject to that Act.

#### 5 Governing law

The laws of New South Wales, Australia, govern this agreement and we both submit to the non-exclusive jurisdiction of the courts of that place.

#### 6 Indemnity

You undertake to indemnify us against all liability or loss arising directly or indirectly from, and any costs, charges and expenses incurred in connection with:

- (a) any breach by you of this Deed; or
- (b) any act or omission by any of your representatives which, if done or omitted to be done by you, would be a breach of your obligations under this Deed.

#### 7 Injunction

You agree that damages are not a sufficient remedy for RMS for any breach of this agreement and RMS is entitled to specific performance or injunctive relief.

#### 8 End of this agreement

This agreement ends when:

- (a) we notify you in writing it ends; or

- (b) it is replaced by a later agreement which protects the Confidential Information to the same or similar degree; or
- (c) the Confidential Information is no longer confidential (but not through a breach by you or anyone you have disclosed it to).

#### 9 Definitions

In this agreement, unless the contrary intention appears:

**Approved Purpose** means the purpose described on the front page of this agreement.

**Confidential Information** has the meaning as described in clause 1 of this agreement.

**Personal Information** has the same meaning it has in the Privacy Act (1988).

**we and us and our** means Roads and Maritime Services.

**you** means the person named on page 1 as the recipient of Confidential Information.

Signed by the Recipient by its authorised representative in the presence of

Signature of \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorised Representative

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_

## Part B: Scope of Works

### 1 Introduction

This RFP relates to the procurement of 425 portable weigh scales for heavy vehicle enforcement.

### 2 Objectives

Roads and Maritime Services is seeking to replace its fleet of portable weigh scales.

### 3 Background/context

Portable weigh scales are used to weigh heavy vehicles in NSW to meet regulatory and road safety requirements. These portable weigh scales are end-of-life and now require replacement.

### 4 Scope

This section describes the performance requirements for Portable Weighing Scales (hereafter referred to as "PWS"). PWS allow Roads and Maritime Services to carry out heavy 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.

#### 4.1 Applicable Documents

The PWS must meet both International Specifications and Australian Standards, as per the documents listed in this section below. 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 of documents, users are cautioned that they must meet all specified requirements of the documents cited below, 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)

#### 4.2. Material requirements

- 4.2.2 The PWS frame shall be corrosion resistant aluminium or aluminium alloy [T]
- 4.2.3 The PWS load cell shall be stainless steel [T]
- 4.2.4 The PWS display shall be a backlit liquid crystal display (LCD) [O]

#### 4.3 Operating requirements

- 4.3.1 The PWS shall be certified to OIML 76 Class 4 with an accuracy of +/- 35kg (with a 10-tonne load) [T]
- 4.3.2 The PWS shall be battery-operated. The supplied PWS charger shall allow charging of six scales simultaneously. [T]
- 4.3.3 The PWS charging time must be less than 2 hours, from 0% to 100% charge [T]
- 4.3.4 The PWS charger shall not exceed 300 millimetres in height, 300 millimetres in width and 150 millimetres in depth [T]



- 4.3.5 The PWS charging leads shall have a minimum length of 400 millimetres [T]
- 4.3.6 The PWS charger shall enable mounting on and removal from a vehicle frame [T]
- 4.3.7 The PWS charger and leads must meet relevant Australian Standards [T]
- 4.3.8 The PWS shall be static weigh scales [T]
- 4.3.9 The PWS must be configured with a 50kg weight resolution [T]
- 4.4 Physical Characteristics
  - 4.4.1 The PWS width shall not exceed 810 millimetres, including handles, screen, and any modifications [T]
  - 4.4.2 The PWS length shall not exceed 520 millimetres, including handles, screen, and any modifications [T]
  - 4.4.3 The PWS height shall not exceed 45 millimetres [T]
  - 4.4.4 The PWS total weight shall not exceed 18 kilograms [T]
  - 4.4.5 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]
  - 4.4.6 The PWS shall be fitted with castor wheels with a stainless steel bracket welded to the scale. The wheels shall be fillet-welded to the PWS frame. [T]
- 4.5 Environmental Operating Requirements
  - 4.5.1 The PWS shall achieve a minimum degree of protection of IP65 [O]
  - 4.5.2 The PWS operating temperature range shall be -20°C to +40°C [O]

## 5 Deliverables

---

425 Portable weigh scales and 70 weigh scale chargers (each charger has 6 charging leads)

The following additional documentation is required as part of the Returnable Schedule 3. Failure to provide the documentation listed below will result in the submission being considered invalid. The additional documentation includes:

- 5.1 Evidence that you are the authorised distributor in NSW for the nominated weigh scale
- 5.2 Dimension drawing(s) of the portable weigh scale
- 5.3 Technical specification sheet of the portable weigh scale.
- 5.4 Warranty terms, confirming a 12-month replacement on faulty scales
- 5.5 OIML certification and IP rating certification
- 5.6 ISO9001 Certification (from scales manufacturer)

## 6 Milestones

---

The following are the key milestones that are to be delivered.

Description	Indicative date for delivery
Milestone 1 –Physical delivery and receipt of 425 portable weigh scales and 70 chargers	Before 30 <sup>th</sup> June 2019

## 7 Service Levels

---

Refer to Section 4



## **8 Other information**

---

- (a) We estimate the quantity to be delivered is 425 portable weigh scales and 70 weigh scale chargers
- (b) We require the goods to be delivered at an address to be provided at contract execution.
- (c) Payment will be on successful delivery of milestones.
- (d) Financial security
- (e) Compliance with codes

## **9 Other documents**

---

Nil

## Part C: Proposed Contract

The Proposed Contract is *Goods and Services Agreement for procurement of portable weigh scales for heavy vehicle enforcement*. The Proposed Contract is attached below.

If a Proponent requires any changes it must mark up the Proposed Contract using track changes to show the precise change. Roads and Maritime Services has a strong preference that no changes be made to the Proposed Contract and may take changes into account in the course of evaluating a Proposal.



Goods and Services.  
Agreement.pdf

## Part D: Proponent's Response

Proponents must complete the cover page of the Proposal and the Returnable Schedules in this Part D in full and submit it in accordance with Part A – Terms of Participation.

**Cover Page for Proposal**  
**Proposal in response to**  
**Request for Proposal for the procurement of**  
**portable weigh scales for heavy vehicle**  
**enforcement**

**RFP Number: RMS 2018/001**

## Part D

# Returnable Schedules

### Section 1 – Proponent's details

<b>Name of Proponent</b>	Novation Engineering Pty Ltd
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### Section 2 – Proposal details

<b>Name of Proposal</b>	RMS 2018/001 Novation Engineering
<b>Date of Proposal</b>	30/08/2018

### Section 3 – Required attachments

Proponents to confirm they have completed the following Returnable Schedules:

(Please check)	Document/Returnable Schedule
<input checked="" type="checkbox"/>	Cover page for Proposal (this page)
<input checked="" type="checkbox"/>	Returnable Schedule 1 – Form of Proposal
<input checked="" type="checkbox"/>	Returnable Schedule 2 – Organisational strategic and financial capability
<input checked="" type="checkbox"/>	Returnable Schedule 3 – Demonstrated ability to perform the Services and Compliance with the Scope of Works
<input checked="" type="checkbox"/>	Returnable Schedule 4 - Proposed project management methodology and ability to achieve the Milestones
<input checked="" type="checkbox"/>	Returnable Schedule 5 - Price
<input checked="" type="checkbox"/>	Returnable Schedule 6 - Proponent financials
<input checked="" type="checkbox"/>	Returnable Schedule 7 - Acceptance of Proposed Contract
<input checked="" type="checkbox"/>	Returnable Schedule 8 - Other parties

## Returnable Schedule 1

### Proponent Particulars & Undertaking

#### 1.1 Introduction

This Returnable Schedule 1 and all of the other Returnable Schedules in this RFP must be completed by the Proponent, and together with any further information provided by the Proponent will constitute its Proposal to this RFP.

#### 1.2 Proponent's details

Please complete the following details in respect of the Proponent.

Response	
Legal Name of Proponent	Novation Engineering Pty Ltd
Trading Name	Novation Engineering Pty Ltd
ACN of Proponent	608485409
ABN of Proponent	50605485409
Registered office address	21 Stanford Circuit Rouse Hill
<b>Is the business operated under a Trust ?</b>  <b>* Note to Proponents:</b> If the business operates as a Trust then before the Contract is awarded the Proponent will be required to provide (at its cost) a Declaration from the Trustee and a Certification from a lawyer concerning the Trust Deed. Roads and Maritime Services will provide the template Declaration and Certification forms.	{ FORMCHECKBOX } Yes <input checked="" type="checkbox"/> No  Trust Name: _____  Trust ABN: _____  <b>Note to Proponents:</b> Where your business operates as a trust the Trustee of the Trust should be named as the Proponent. The ACN of the Trustee Proponent will be different from the CAN of the Trust business.
<b>Details of a representative of Proponent who is authorised to represent and legally bind the entity:</b> <ul style="list-style-type: none"> <li>• Name</li> <li>• Title</li> <li>• Current telephone number</li> <li>• Facsimile number</li> <li>• Email address</li> </ul>	1. Stephen Thammiah 2. Managing Director 3. +61 449144125 4. Novationengineering@bigpond.com
<b>Details of a representative of Proponent who is authorised to act as point of contact in respect of any RFP inquiries generated by Roads and Maritime Services :</b> <ul style="list-style-type: none"> <li>• Name</li> <li>• Title</li> <li>• Current telephone number</li> <li>• Facsimile number</li> <li>• Email address</li> </ul>	1. Stephen Thammiah 2. Managing Director 3. +61 449144125 4. Novationengineering@bigpond.com

### 1.3 Disclosure of Conflicts of Interest

(a) Please indicate whether as at the date of submission of this Proposal the Proponent has any actual or potential Conflict of Interest in relation to the Proponent's participation in the RFP process or the supply of the goods or services to Roads and Maritime Services.

#### Response

☒ No – to be selected if no actual or potential Conflict of Interest exists as at the date of submission of this Proposal.

{ FORMCHECKBOX } Yes – to be selected if an actual or potential Conflict of Interest exists as at the date of submission of this Proposal.

(b) If the response to the question in section 1.3 is “yes”, please provide full details of the Conflict of Interest below.

#### Response

### 1.4 Addenda

Please ensure that the Proponent has checked for any addenda to this RFP prior to submission of its Proposal. Please indicate below the addenda to this RFP (if any) that have been addressed in the Proposal.

#### Response

{ FORMCHECKBOX } Yes – the Proponent has received the following Addenda from Roads and Maritime Services amending or supplementing this RFP *[list them]*

☒ No – the Proponent has not received any Addenda from Roads and Maritime Services amending or supplementing this RFP

### 1.5 Compliance with Mandatory Conditions

Please indicate Proponent's full compliance with all mandatory conditions set out in section.

#### Response

☒ Yes – Proposal complies with all Mandatory Conditions in the Scope of Works.

{ FORMCHECKBOX } No – Proposal does not comply with the following listed Mandatory Conditions:

### 1.6 Material qualifications or assumptions not included in any other Returnable Schedule

Please set out any qualifications or assumptions that are material to the Proposal for which no opportunity to respond has been provided elsewhere in the Returnable Schedules. Do not add standard disclaimers or the like.

#### Response

## 1.7 Execution of Proposal

Please complete the following form as a Proponent responding as a single entity, or as the prime contractor if the Proponent is part of a consortium.



Execution Of  
Proposal Signed.pdf

### UNDERTAKING BY PROPONENT

I, Stephen Thammiah of [REDACTED] (the **Authorised Representative**) certify as the date of the submission of this Proposal that:

- (a) I hold the position of Managing Director and am duly authorised by Novation Engineering (ABN: 50608485409) (the **Proponent**) to certify the matters set out herein;
- (b) except as specified in the Proponent's response to Paragraph 1.3(b) of Returnable Schedule 1, no actual or potential Conflict of Interest exists in relation to the Proponent's participation in the RFP Process;
- (c) the Proponent and its related bodies corporate have not and will not engage in conduct which is collusive, anti-competitive, corrupt and/or unethical in connection with the RFP process;
- (d) the Proponent agrees to be bound by the provisions of the RFP; and
- (e) the Proponent represents, warrants and undertakes that:
  - (i) the information in this Proposal is true, accurate and complete and not misleading; and
  - (ii) the Proponent is aware of, and will comply with, the requirements of the Goods and Services Procurement Policy Framework For NSW Government Agencies.

**SIGNED** for and on behalf of the Proponent by its Authorised Representative, who warrants by his/her execution that he/she has all necessary authority to sign this document for and on behalf of the Proponent, in the presence of:

\_\_\_\_\_  
Signature of Authorised Representative

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Witness


\_\_\_\_\_  
Date

## Returnable Schedule 2

### Organisational strategic and financial capability

2.1 Organisational strategic and financial capability	
2.1.1 Information requested	<p>Please provide an overview of your organisation, including:</p> <ol style="list-style-type: none"> <li>1. Ownership</li> <li>2. Key staff</li> <li>3. Governance</li> <li>4. Management structures and any subsidiaries</li> <li>5. Paid up capital</li> <li>6. Total revenue in Australia and globally</li> <li>7. Number of permanent employees in Australia and globally</li> <li>8. Number of individual contractors in Australia and globally who are currently performing services on behalf of the Proponent</li> <li>9. Where your organisation has an ultimate holding company, whether the ultimate holding company will guarantee the performance of your organisation's obligations to Roads and Maritime Services under a contract for the Services.</li> </ol> <p>Please also provide the information in points 1-9 above for any subcontracted organisations on which you intend to rely to perform a material part of the Services. Note that Roads and Maritime Services may commission an independent financial assessment of any Proponent and the Proponent must co-operate by providing such information as is reasonably necessary.</p>
2.1.1 Response	<ol style="list-style-type: none"> <li>1. Ownership <i>Novation Engineering is a private held company by its directors.</i></li> <li>2. Key staff <i>Director – Stephen Thammiah</i> <i>Business Development Manager- Karasen Naidu</i> <i>Accountant – Sylvester Tan</i></li> <li>3. Governance <i>Novation Engineering's corporate governance are principles-based and recognize that governance practices depend on its size; ownership structure; nature, scope and complexity of operations; strategy; and risk profile.</i></li> <li>4. Management structures and any subsidiaries <i>N/A</i></li> <li>5. Paid up capital <i>\$250000</i></li> <li>6. Total revenue in Australia and globally <i>FY17/18 +\$1000000</i></li> <li>7. Number of permanent employees in Australia and globally <i>Two</i></li> </ol>



2.1 Organisational strategic and financial capability	
	<p>8. Number of individual contractors in Australia and globally who are currently performing services on behalf of the Proponent</p> <p>Six</p> <p>9. Where your organisation has an ultimate holding company, whether the ultimate holding company will guarantee the performance of your organisation's obligations to Roads and Maritime Services under a contract for the Services.</p> <p>Australia</p>
2.1.2 Information requested	Please provide details of any current or historical legal disputes which might impact your ability to perform the Services.
2.1.2 Response	None
2.1.3 Information Requested	Please provide audited financial statements for the past three years and <u>complete</u> [Returnable Schedule 8]. Please also provide the same information for any subcontracted organisations on which you intend to rely to perform a material part of the Services.
2.1.3 Response	<p>FY 2015/16: Attachment:  annual financial report</p> <p>Novation FY17</p> <p>FY 2016/17: Attachment: annual financial report</p> <p>FY 2017/18: This last financial year has just completed and the financial statements will be ready in October 2018. Novation can provide this to RMS at any time as requested.</p> <p>No sub-contractors will be used to deliver the PWS's to RMS.</p>
2.1.4 Information Requested	Please describe your strategic capability – particularly as it relates to the performance of the Services
2.1.4 Response	For a previous tender of 125 scales in 2018, Novation Engineering managed to adapt manufacturing timeframes to meet a short deadline of delivery. Our program management skill sets provide the customer with the ability to strategically meet project requirements.

2.2 Material qualifications or assumptions	
2.2.1 Information requested	Please set out any qualifications or assumptions that are material to this Returnable Schedule.
2.2.1 Response	NA

2.3 Insurances					
2.3.1 Information requested	This table sets out Roads and Maritime Services' insurance requirements and asks for Proponents to specify their current insurance and to confirm that they will increase their insurance to meet Roads and Maritime Services requirements if they are awarded the Contract				
	Type of insurance	Roads and Maritime Services Minimum Cover Requirement	Name of Proponent's Current Insurer	Proponent's Current \$ Cover (Specify if it is per claim or in the aggregate).	Proponent will agree to update insurance to meet Roads and Maritime Services requirements
2.3.2 Proponent Response	Product Liability	\$10m for each claim	Calibre Commercial Insurance Pty Ltd	<i>Per claim</i>	<input checked="" type="checkbox"/> Yes { FORMCHECKBOX } No
	Public Liability	\$10m for each claim	Calibre Commercial Insurance Pty Ltd	<i>Per claim</i>	<input checked="" type="checkbox"/> Yes { FORMCHECKBOX } No
	Professional Indemnity	\$1m for each claim			<input checked="" type="checkbox"/> Yes { FORMCHECKBOX } No
	Workers Compensation				
	Contract Works	[contract value + 15%]			<input checked="" type="checkbox"/> Yes { FORMCHECKBOX } No
	Fire and Extraneous Perils including Accidental Damage, Burglary, Theft and Transit Insurance (or similar Industrial Special Risks Insurance) whilst in the care, custody and control of the Service Provider	[\$7M*] for each claim	Calibre Commercial Insurance Pty Ltd	<i>Per claim</i>	<input checked="" type="checkbox"/> Yes { FORMCHECKBOX } No
	Personal Accident and Illness	Minimum 104 weeks if the Proponent is a Sole Trader otherwise not applicable	N/A		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	[other please insert]				{ FORMCHECKBOX } Yes { FORMCHECKBOX } No

**NOTES:** Personal Accident & Illness insurance is required for Sole Traders as Workers Compensation insurance will only cover the employees of a Sole Trader and not the Principal.

Only the following insurers are approved by Roads and Maritime Services:

- \* An Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia;
- \* Lloyds Underwriters.



If the Proponent insures with another insurer then the Proponent should effect a “fronting” policy with one of the above approved insurers



## Returnable Schedule 3




### Demonstrated ability to perform the Services and compliance with the Scope of Works

3.1 Demonstrated ability to perform the Services	
3.1.1 Information requested	Please demonstrate your ability to provide goods with a minimum usable life span of 10 years by listing no fewer than ten (10) highways agencies from around the world that have used the tendered scales (or equivalent previous models) for 10+ years..
3.1.1 Response	<p><i>The PAT/IRD SAW portable weigh scale has been utilised in over 10 countries around the world for more than 30 years. It has been leading trusted brand for governments around the world to regulate its heavy vehicle fleet. These scales are world renowned for being the most durable and reliable in the world with little to no out of schedule maintenance required for its useable lifetime of 20 years. The following countries have utilised the SAW PAT/IRD scales since 1990 with an average useable life of 20 years:</i></p> <ol style="list-style-type: none"> <li>1. Poland</li> <li>2. Germany</li> <li>3. Romania</li> <li>4. Austria</li> <li>5. Korea</li> <li>6. Taiwan</li> <li>7. Australia</li> <li>8. New Zealand</li> <li>9. Spain</li> <li>10. USA</li> <li>11. Canada</li> <li>12. Chile</li> <li>13. Mexico</li> <li>14. Pakistan</li> <li>15. UAE</li> <li>16. Fiji</li> </ol>
3.1.2 Information requested	<p>Please provide details of the two clients that can verify the information you have provided in response to section 3.1.1 of this Returnable Schedule. Details should include, at a minimum: name the clients' organisation, project, position, email, address, phone number.</p> <p>Please note that Roads and Maritime Services may contact referees without further reference to the Proponent.</p>
3.1.2 Response	




	<p><b>Referee contacts:</b></p> <p>1.  <b>Country:</b> Spain  <b>Organisation:</b> Tecbas  <b>Position:</b> Managing Director  <b>Contact:</b> Jose Antonio Laguna : <a href="mailto:Tecbas@tecbas.es">Tecbas@tecbas.es</a></p> <p>2.  <b>Country:</b> Taiwan  <b>Organisation:</b> Central Pacific Co.  <b>Position:</b> Commercial Manager  <b>Contact:</b> Angela Lin: <a href="mailto:angela@cpco.com.tw">angela@cpco.com.tw</a></p>		
3.1.3 Information requested	Please describe how you intend to perform the Services having regard to every numbered section of Part B.		
3.1.3 Response	<p><i>The scope of works in Part B requires manufacturing of 425 custom sized portable weigh scale to meet RMS's requirements. Novation Engineering has provided this tender submission following new engineering of the portable weigh scales to meet the custom size required by RMS. We have confirmed manufacturing and freight timelines and can confirm the scales can be delivered to Australia before 30<sup>th</sup> June 2019 as required.</i></p> <p><i>All items in the scope of works including material requirements, operating requirements, physical characteristics, environmental operating requirements and deliverables as listed in Part B have been met by the SAW 10 AIII scale which Novation Engineering has submitted as a response to this tender.</i></p>		
<b>3.2 Compliance with the Scope of Works</b>			
3.2.1 Information requested	<p>Please indicate the extent to which your Proposal satisfies each numbered section of the Scope of Works using the template table below by entering one of the following options</p> <p><b>Yes</b> – means your response fully conforms to the requirement.</p> <p><b>No</b> – means an inability or refusal to meet a requirement on any terms.</p> <p><b>Partial</b> – means your response partially conforms to the requirement but also imposes different, modified or additional terms with respect to that requirement or involves a different solution or solutions to the requirement.</p> <p>Where you state "<i>Partial</i>" you should provide full details of the extent of the compliance, the additional or different terms imposed and any alternatives offered.</p> <p>In all cases, you should provide information as to how you propose to meet each requirement described in Part B in sufficient detail to enable Roads and Maritime Services to assess your understanding of, and ability to meet its requirements.</p>		
3.2.2 Response	<b>Part B section</b>	<b>Compliance (Yes, No, Partial)</b>	<b>How requirement is satisfied and extent of non-compliance</b>


	4.1 Applicable Documents	Yes	All applicable documents provided in this RFP document.
	4.2 Material Requirements	Yes	<p>4.2. Material requirements:</p> <p>4.2.2 The PWS frame shall be corrosion resistant aluminium or aluminium alloy: <i>Yes, the PAT/IRD SAW 10A III scale meets these requirements. Specifications sheet is attached here.</i></p> <p> SAW 10AIII Spec Sheet.pdf</p> <p>4.2.3 The PWS load cell shall be stainless steel: <i>Yes, the SAW 10A III scale's load cell is made from stainless steel.</i></p> <p>4.2.4 The PWS display shall be a backlit liquid crystal display (LCD): <i>Yes, the PWS's display is a backlit LCD screen.</i></p>
	4.3 Operating Requirements	Yes	<p>4.3 Operating requirements</p> <p>4.3.1 The PWS shall be certified to OIML 76 Class 4 with an accuracy of +/- 35kg (with a 10-tonne load): <i>Yes, the SAW 10A III has a OIML 76 Class 4 certificate(attached here) with an accuracy of +/-30kg at 10tonnes capacity.</i></p> <p> OIML.pdf</p> <p>4.3.2 The PWS shall be battery-operated. The supplied PWS charger shall allow charging of six scales simultaneously: <i>Yes, the SAW 10A III is battery operated. The supplied charger can charge 6 PWS's simultaneously in under 2 hours.</i></p> <p>4.3.3 The PWS charging time must be less than 2 hours, from 0% to 100% charge: <i>Yes, the SAW 10A III's supplied charger can charge 6 PWS's simultaneously in under 2 hours from 0-100%. The average total charge time is 1.5hours.</i></p> <p>4.3.4 The PWS charger shall not exceed 300 millimetres in height, 300 millimetres in width and 150 millimetres in depth: <i>Yes, the charger's dimensions are 216mm x 114mm x 102 mm.</i></p> <p>4.3.5 The PWS charging leads shall have a minimum length of 400 millimetres: <i>Yes, all charging leads are 457mm in length.</i></p> <p>4.3.6 The PWS charger shall enable mounting on and removal from a vehicle frame: <i>Yes, the SAW 10A III's charger can be mounted and easily removed from a vehicle frame.</i></p> <p>4.3.7 The PWS charger and leads must meet relevant Australian Standards: <i>Yes, the SAW 10A III's charger and leads meet all relevant Australian standards.</i></p> <p>4.3.8 The PWS shall be static weigh scales: <i>Yes, the SAW 10A III is a static portable weigh scale.</i></p>

			<p>4.3.9 The PWS must be configured with a 50kg weight resolution: <i>Yes, the SAW 10A III will be configured to have a 50kg weight resolution.</i></p>
4.4 Physical Requirements	Yes	<p>4.4 Physical Characteristics</p> <p>4.4.1 The PWS width shall not exceed 810 millimetres, including handles, screen, and any modifications: <i>Yes, the SAW 10A III including required customisations has a width of 808mm.</i></p> <p>4.4.2 The PWS length shall not exceed 520 millimetres, including handles, screen, and any modifications: <i>Yes, the SAW 10A III including required customisations has a length of 518mm.</i></p> <p>4.4.3 The PWS height shall not exceed 45 millimetres: <i>Yes, the SAW 10A III including required customisations has a height of 42mm.</i></p> <p><i>This attachment depicts the dimensions of the customised SAW 10A III PWS.</i></p> <p> dimensions.pdf</p> <p>4.4.4 The PWS total weight shall not exceed 18 kilograms: <i>Yes, the SAW 10A III including required customisations has a weight of 16kg.</i></p> <p><i>This attachment lists all of the specifications of the standard size SAW 10AIII PWS.</i></p> <p> SAWIII Brochure.PDF</p> <p>4.4.5 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: <i>Yes, the SAW 10A III has been customised for RMS and has a handle length of 120mm from the frame.</i></p> <p>4.4.6 The PWS shall be fitted with castor wheels with a stainless steel bracket welded to the scale. The wheels shall be fillet-welded to the PWS frame: <i>Yes, the SAW 10A III has been customised for RMS and has been fillet welded to the PWS frame. The wheel brackets are welded to the endplates. In turn, the endplates are screwed to the baseboards for maximum strength and durability. The below photo of the fillet welded castor wheels(with stainless steel bracket) was taken from the prototype of the customised SAW 10A III as required by RMS.</i></p>	

				
4.5 Environmental Operating Requirements	Yes	4.5 Environmental Operating Requirements 4.5.1 The PWS shall achieve a minimum degree of protection of IP65: <i>Yes, the SAW 10AIII PWS has a IP65 rating for all hardware and connectors as also described in the previously attached brochure and spec sheet.</i> 4.5.2 The PWS operating temperature range shall be -20°C to +40°C: <i>Yes, the SAW 10AIII PWS has an operating temperature range of -20°C to +40°C.</i>		
5.1 Evidence that you are the authorised distributor in NSW for the nominated weigh scale	Yes	<i>This attachment is the sole license agreement(distributor agreement) which Novation Engineering has with IRD to sell and distribute PAT/IRD portable weigh scales in NSW, Australia.</i>  Distributor Agreement - IRD NE.		
5.2 Dimension drawing(s) of the portable weigh scale	Yes	<i>This attachment is the dimensions of the customised SAW 10A III PWS.</i>  dimensions.pdf  <i>This photo is an actual photo of the customised SAW 10A III scale meeting all the requirements set out in this tender.</i>		



		
5.3 Technical specification sheet of the portable weigh scale.	Yes	<p><i>These attachments are the SAW 10AIII brochure and spec sheet, respectively.</i></p> <div><div> SAWIII Brochure.PDF</div><div> SAW 10AIII Spec Sheet.pdf</div></div>
5.4 Warranty terms, confirming a 12-month replacement on faulty scales	Yes	<p><i>Novation Engineering provides a 12 month replacement on faulty scales including all peripheral accessories such as chargers, leads.</i></p>
5.5 OIML certification and IP rating certification	Yes	<p><i>This attachment is the OIML certification for the SAW 10A III.</i></p> <div> OIML.pdf</div>

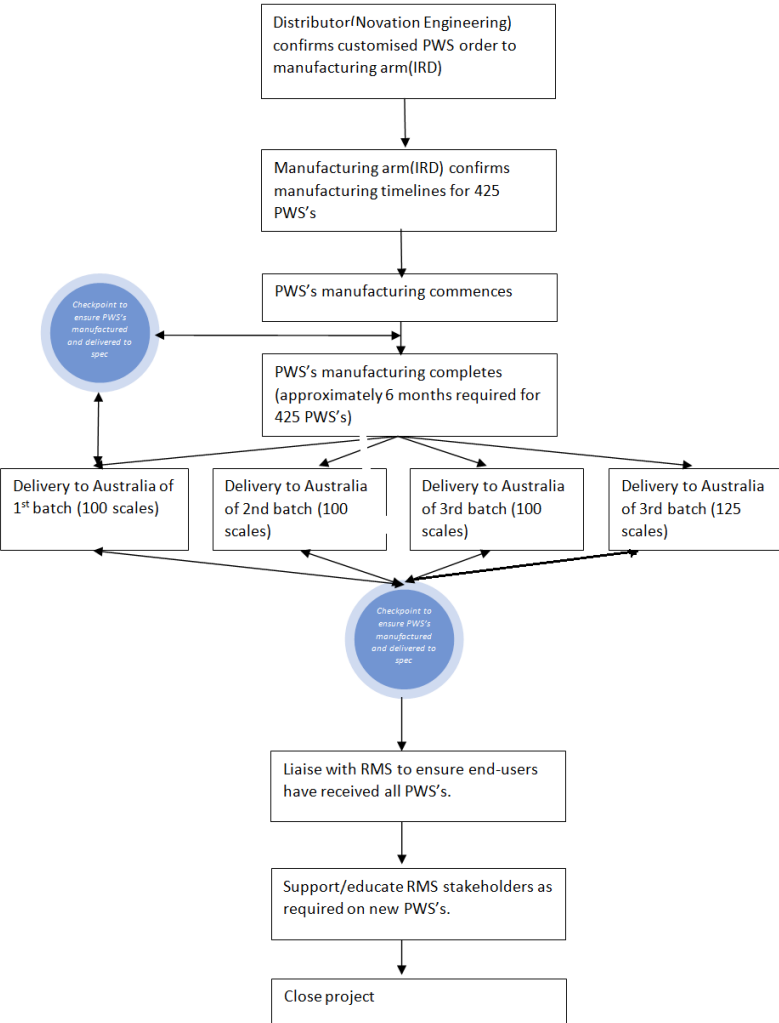
			<p><i>In regards to the IP rating, the minimum IP certification of the scales are associated to the part most susceptible to water/dust intrusion; the connectors. As such please find associated testing regime and rating of the connectors.</i></p> <div> <div> <p>VG95328, Miniatur, Metall, IP67</p>  <p>ITT ENGINEERED FOR LIFE Serie: KPT</p> <p>Details anzeigen</p> </div> <div> <p>PDF</p> <p>ITT-Cannon KPTC S6.pdf</p> </div> <div> <p>PDF</p> <p>ITT-Cannon-KPT-KP SE-KPTC-Catalog-021</p> </div> </div>
	5.6 ISO9001 Certificatio n (from scales manufactur er)	Yes	<p><i>This attachment is the ISO9001 certification for the SAW 10A III.</i></p> <p>PDF</p> <p>ISO certificate 2018.pdf</p>
3.2.3 Informati on requeste d	Please provide any assumptions that have been made by the Proponent in relation to any information provided in response to this Returnable Schedule.		
3.2.3 Respons e	None		

## Returnable Schedule 4

### Proposed project management methodology and ability to achieve the milestones

5.1 Proposed methodology, approach and ability to achieve the Critical Milestones	
5.1.1 Information requested	Please describe the project management methodology you propose to use to perform the Services.
5.1.1 Response	<p><i>Novation Engineering proposes using an agile project management methodology. This enables a flexible approach in order to meet the customers specific custom requirements and tight delivery deadlines such as this tender for 425 scales. Agile projects are characterized by a series of tasks that are conceived, executed and adapted as the situation demands. Being agile enables Novation Engineering to respond to unpredictability through incremental, iterative work processes where required.</i></p> <p><i>Novation Engineering is committed and guarantees delivery before the 30<sup>th</sup> June 2019 deadline.</i></p>
5.1.2 Information requested	Please describe your proposed project delivery team structure including: <ol style="list-style-type: none"> <li>1. The key resources organised into a delivery hierarchy;</li> <li>2. The roles and responsibilities of each resource, including the teams they would be expected to manage; and</li> <li>3. The roles and responsibilities of Roads and Maritime Services.</li> </ol>
5.1.2 Response	<ol style="list-style-type: none"> <li>1. The key resources organised into a delivery hierarchy:</li> </ol>

### 5.1 Proposed methodology, approach and ability to achieve the Critical Milestones

	 <pre> graph TD     A[Distributor(Novation Engineering) confirms customised PWS order to manufacturing arm(IRD)] --&gt; B[Manufacturing arm(IRD) confirms manufacturing timelines for 425 PWS's]     B --&gt; C[PWS's manufacturing commences]     C --&gt; D((Checkpoint to ensure PWS's manufactured and delivered to spec))     D --&gt; E[PWS's manufacturing completes (approximately 6 months required for 425 PWS's)]     E --&gt; F[Delivery to Australia of 1st batch (100 scales)]     E --&gt; G[Delivery to Australia of 2nd batch (100 scales)]     E --&gt; H[Delivery to Australia of 3rd batch (100 scales)]     E --&gt; I[Delivery to Australia of 3rd batch (125 scales)]     F --&gt; J((Checkpoint to ensure PWS's manufactured and delivered to spec))     G --&gt; J     H --&gt; J     I --&gt; J     J --&gt; K[Liaise with RMS to ensure end-users have received all PWS's.]     K --&gt; L[Support/educate RMS stakeholders as required on new PWS's.]     L --&gt; M[Close project]           </pre>
5.1.3 Information requested	Please 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 Part B.
5.1.3 Response	<p><i>In January 2018, Novation Engineering was successful in a tender to procure 125 scales for RMS. All 125 SAW 10A III scales were delivered 2 months earlier than the deadline, which enabled RMS enforcement operations to continue seamlessly.</i></p> <p><i>The manufacturing arm(IRD) has confirmed 425 scales can be manufactured and delivered before the 30<sup>th</sup> June 2019 deadline.</i></p> <p><i>Additionally, the attached document (commercial invoice from the manufacturing arm) shows the export date of 7<sup>th</sup> June 2018 for the first batch of the above mentioned 125 scales. The PWS's arrived to RMS in Australia on 14<sup>th</sup> June 2018 which was 2 months earlier than the August 2018 deadline. This is evidence of our ability to deliver, even under very strict timelines.</i></p> <div data-bbox="518 1765 577 1818" data-label="Image"> </div> <p>commercial invoice.jpg</p>
5.1.4. Information requested	Please describe how the Proponent ensures knowledge and experience gained on previous projects is transferred to its employees that will be engaged on

5.1 Proposed methodology, approach and ability to achieve the Critical Milestones	
	subsequent projects, i.e. knowledge management systems.
5.1.4 Response	<i>Novation Engineering adopts a knowledge database(technical, commercial, financial, customer feedback, asset register) available in-house to ensure all employees are able to manage the required tasks required.</i>
5.1.5 Information requested	Please set out any qualifications or assumptions that are material to this Returnable Schedule.
5.1.6 Response	N/A

## Returnable Schedule 5

### Price

7.1 Fixed price				
Payment milestone	Deliverables linked to milestone		AUD GST exclusive price	
Contract Execution	Milestone payment 1: 50% Payment required at contract execution.		\$ 3,377,750 exc GST.	
Delivery: 425 portable weighing scales and 70 chargers (including delivery)	Milestone payment 2: 50% payment required at project completion(all 425 scales successfully delivered to RMS)		\$ 3,377,750 exc GST.	
	<b><u>Costs Breakdown</u></b>			
	Description	Price	Quantity	Total (AUD)
	SAW 10A series 3 – customised RMS Model	\$15,500.00	425	\$6,587,500
	Chargers(including all required leads and accessories)	\$2,400.00	70	\$168,000.00
				<b>\$6,755,500 Excluding GST</b>
<b>Total price</b>	<b>\$6,755,500</b> total including 425 scales, chargers, leads, delivery, customs/taxes/duties.			

7.4 Discounts and rebates	
5.3.1 Information requested	Please provide details of any discounts or rebates that apply to the Fees and the circumstances under which they apply
5.3.1 Response	<i>None</i>
5.3.2 Information requested	Please provide any assumptions that have been made by the Proponent in relation to any information provided in response to this Returnable Schedule
5.3.2 Response	<i>None</i>

## Returnable Schedule 6

### Proponent Financials \*

Please provide the Proponent's most recent:

- balance sheet;
- income statement; and
- statement of cash flows.

(or their equivalents) together with a letter from the Proponent's accountant or auditor addressed to Roads and Maritime Services verifying the Proponent's financial position is accurately reflected in the above documents.



Novation FY17

*FY 2016/17: Attachment:* annual financial repo

*FY 2017/18: This last financial year has just completed and the financial statements will be ready in October 2018. Novation can provide this to RMS at any time as requested.*



NOVAT Acct Letter  
RMS Tender.pdf



## Returnable Schedule 7

### Response to Proposed Contract

The Proposed Contract is that which is referred to in Part C of the RFP.

Roads and Maritime Services will use information provided in Proposals to populate relevant blanks or variables in the Proposed Contract.

Roads and Maritime Services and Roads and Maritime Services have a strong preference that the terms of the Proposed Contract are not amended and any amendments proposed by the Proponent may be taken into account by Roads and Maritime Services in evaluating the Proposal.

Further, proponents are reminded that where this RFP is issued under a Scheme the Scheme rules may prohibit all or certain amendments to the Proposed Contract.

If the Proponent wishes to amend the Proposed Contract then it must complete the table below in relation to the Proposed Contract (including all Schedules) and return in Microsoft Office format.

9.1 Proposed Changes					
Information Required:		Proponents shall provide details of any proposed changes to the Proposed Contract. Roads and Maritime Services reserves the right to accept, reject or negotiate any such proposed additional clauses in its sole discretion.			
Proponent Response					
No.	Ref	Topic	Proposed Change	Reason	Category <sup>1</sup>
N/A	N/A	N/A	N/A	N/A	N/A

<sup>1</sup> Category column - please categorize each requested amendment as follows:

- Category 1 – “Showstoppers” ie the Proponent will not sign the Contract without this amendment;
- Category 2 –Important amendments but not showstoppers

## Returnable Schedule 8

### Other parties

If the Proponent's Proposal involves other parties, please provide the following information about the other parties:

Response	
<b>Name of legal entity</b>	N/A
<b>Trading Name</b>	N/A
<b>ACN</b>	N/A
<b>ABN</b>	N/A
<b>Registered office address</b>	N/A
<b>Description of involvement of company in Proposal</b>	N/A
<b>Description of Proponent's relationship with the company</b>	N/A
<b>Details of the company's track record in performing the role envisaged in the Proposal</b>	N/A
<b>Details of a representative of Proponent who is authorised to represent and legally bind the entity:</b> <ul style="list-style-type: none"> <li>• Name</li> <li>• Title</li> <li>• Current telephone number</li> <li>• Facsimile number</li> <li>• Email address</li> </ul>	N/A

If no other parties are involved, please state so.

no other local parties or subcontractors are involved. Novation Engineering provides end to end delivery for this tender.



# Transport

## Roads & Maritime Services

# Goods and Services Agreement for supply of portable weigh scales for heavy vehicle enforcement


Dated August 30th, 2018

**Roads and Maritime Services ("RMS")**

Novation Engineering ("Supplier")

Contract Reference Number RMS2018-001



Parties	RMS and Supplier	
RMS	Name	<b>Roads and Maritime Services</b>
	ABN/ACN/ARBN	76 236 371 088
	Address	Level 9, 101 Miller Street, North Sydney, New South Wales, 2060
Supplier	Stephen Thammiah	
	ABN : 50608485409	
	ACN: 608485409	
	Address: 	

**Date of  
agreement**

**EXECUTED** as an agreement.

Signed by the authorised Delegate of **Roads  
and Maritime Services** in the presence of

_____	_____
Witness' signature	Delegate's Signature
_____	_____
Name	Date
	_____
	Name
	_____
	Position

**EXECUTED** by *Novation*  
*Engineering* Pty Ltd in accordance  
 with section 127(1) of the Corporations  
 Act 2001 (Cwlth) by authority of its  
 directors:



.....  
 Signature of director

STEPHEN THAMMIAH

.....  
 Name of director (block letters)

30<sup>th</sup> August 2018

.....  
 Date



.....  
 Signature of company secretary  
 \*delete whichever is not applicable

STEPHEN THAMMIAH

.....  
 Name of company secretary\* (block  
 letters)

\*delete whichever is not applicable

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## Contract Details

<b>Commencement Date (Clause 2)</b>	<i>The date on the letter of acceptance</i>	
<b>Initial Term (Clause 2)</b>	<i>One year</i>	
<b>Further Term (Clause 2)</b>	<i>One year plus one year</i>	
<b>Delivery Address (Clause 3.4)</b>	<i>To be provided at contract execution</i>	
<b>Warranty Period (Clauses 3.8 and 4.4)</b>	<i>12 months</i>	
<b>Repair Location (Clause 3.9)</b>	<i>Sydney, New South Wales</i>	
<b>Invoice Timing (Clause 7.2)</b>	<i>When all goods have been delivered</i>	
<b>Security (Clause 9.4)</b>	<p>Criminal record search and investigation required?</p> <p><input type="checkbox"/> Yes, for all Supplier Personnel involved in: <span style="float: right;"><input checked="" type="checkbox"/> No</span></p> <p> <input type="checkbox"/> Manufacturing of the Goods  <input type="checkbox"/> Packaging of the Goods  <input type="checkbox"/> Delivery of the Goods  <input type="checkbox"/> Planning of the Services  <input type="checkbox"/> Performance of the Services  <input type="checkbox"/> Other: _____ of the Goods  <input type="checkbox"/> Other: _____ of the Services         </p> <p>Deed of Confidentiality required?</p> <p><input type="checkbox"/> Yes, for all Supplier Personnel involved in: <span style="float: right;"><input checked="" type="checkbox"/> No</span></p> <p> <input type="checkbox"/> Manufacturing of the Goods  <input type="checkbox"/> Packaging of the Goods  <input type="checkbox"/> Delivery of the Goods  <input type="checkbox"/> Planning of the Services  <input type="checkbox"/> Performance of the Services  <input type="checkbox"/> Other: _____ of the Goods  <input type="checkbox"/> Other: _____ of the Services         </p>	

<b>IP Ownership</b> <b>(clause 13.4)</b>	Option A - RMS Owns New IP	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Option B – Supplier Owns New IP but RMS has Exclusive Use Licence	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Option C – Supplier Owns New IP but RMS has Non-Exclusive Use Licence	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**NOTE:** Chose one option here and mark “no” for others. If no option is selected or if it is unclear which option is selected then Option A will apply

<b>RMS Representative</b> <b>(Clause 15) and notices (Clause 24)</b>	Name:	_____
	Position:	_____
	Address:	_____
	Facsimile:	_____
	Email:	_____
<b>Supplier Representative</b> <b>(Clause 15) notices (Clause 24)</b>	Name:	_____
	Position:	_____
	Address:	_____
	Facsimile:	_____
	Email:	_____
<b>Reports</b> <b>(Clause 15.3)</b>	<b><i>Monthly update of PWS delivered in that month and PWS delivery planned for the next month</i></b>	
<b>Review meetings</b> <b>(Clause 15.4)</b>	<b><i>Monthly</i></b>	
<b>Supplier Liability Cap (Schedule 1 &amp; Clause 17.2)</b>	<b><i>\$ 7 Million</i></b>	
<b>Transition Plan Submission Date</b> <b>(Clause 26.1)</b>	<b><i>1 month from the Commencement Date</i></b>	

## Insurance Policies (Clause 18.1)

TYPES OF INSURANCES	MINIMUM SUM INSURED	TICK IF REQUIRED
Broadform Public and Products Liability	<p>[\$10 million*] for any single occurrence and unlimited in the aggregate as to the number of occurrences</p> <p>The total aggregate liability during any one period of insurance for all claims arising out of the Supplier's Products shall not exceed [\$10 million*]</p>	<input checked="" type="checkbox"/>
Motor Vehicle Comprehensive or Third Party Property Damage	[\$20 million*] for any single occurrence and unlimited in the aggregate as to the number of occurrences	
Workers Compensation	As required by the laws of each relevant State and Territory	<input checked="" type="checkbox"/>
Personal Accident & Illness	Minimum of 104 weeks but only required if the Supplier is a sole trader	
Professional Indemnity	[\$1 million*] per occurrence	
Fire and Extraneous Perils including Accidental Damage, Burglary, Theft and Transit Insurance (or similar Industrial Special Risks Insurance) whilst in the care, custody and control of the Supplier	<p>[\$7 million*] for any single occurrence and at least [\$7million*] in the aggregate as to the number of occurrences</p> <p>A loss sub-limit of [\$7 million*] on any single occurrence of burglary or theft</p>	<input checked="" type="checkbox"/>

For details of requirements for each policy see Attachment B.

**Important contractual notices (Clause 24.2 )**

**Important contractual notices under clause 24.2 must be copied to:**

- 1 If to RMS:

Copy to:

## The General Counsel

(for notices under  
clause 24.2 only)

101 Miller Street  
North Sydney  
New South Wales

- 2 If to the Supplier:

Copy to:

Novation Engineering Pty  
Ltd

(for notices under  
clause 24.2 only)

**NSW**

**Note: Under clause 24.2 important contractual notices are not permitted to be sent by facsimile or email.**

# General Terms

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## 1 Contract structure

### 1.1 Overview

This agreement consists of the following parts:

- (a) these General Terms - the clauses of these General Terms set out the contractual framework under which the Supplier will supply Goods and perform Services;
- (b) the Contract Details - the details set out the key commercial variables applicable to this agreement;
- (c) the Schedules - set out the detailed provisions relating to the Goods, Services and Service Levels; and
- (d) the other Attachments - sets out forms and other material relevant to this agreement.

### 1.2 No exclusivity

The Supplier acknowledges that:

- (a) it is not the exclusive supplier of the Goods or Services, or goods or services similar to the Goods or Services and RMS may at any time during the Term acquire such Goods or Services or any part of them from a third party; and
- (b) RMS is under no obligation to acquire any minimum quantity of Goods or Services under this agreement.

### 1.3 Priority

If there is any inconsistency between any of the parts of this agreement, then the part listed higher in clause 1.1 (Overview) takes priority and applies over any part listed lower in that clause, but only to the extent of the inconsistency.

### 1.4 Definitions and interpretation

The definitions used in this agreement and the rules of interpretation are set out in the Dictionary in Schedule 1.

---

## **2 Term**

### **2.1 Term of Agreement**

This agreement commences on the Commencement Date and continues until expiry of the Initial Term unless extended under clause 2.2 (Extension) or terminated in accordance with this agreement.

### **2.2 Extension**

RMS may extend this agreement on the same terms and conditions for the Further Term by notifying the Supplier at least 30 days prior to expiry of the Initial Term

### **2.3 Holding over**

Following expiry of the Initial Term (including any extension of it under clause 2.2 (Extension)) if RMS Requires then this agreement will continue on a periodic basis on the same terms (including Charges) until the earlier of:

- (a) termination by either party giving the other at least 3 month's notice;
- (b) expiration of 12 months; or
- (c) termination in accordance with this agreement.

---

## **3 Goods**

### **3.1 General**

The Supplier must supply the Goods to RMS in accordance with the terms and conditions of this agreement.

### **3.2 Specifications**

The Supplier must ensure that the Goods:

- (a) comply with the Specifications; and
- (b) are identical to any Tested Goods.

### **3.3 Packaging**

The Supplier must ensure that all Goods:

- (a) are properly and securely packaged so as to reach the Delivery Address in a new and undamaged condition;
- (b) have documentation sent with the package or container (including delivery advice notes and packing lists) containing the Delivery Address, contact name and contact number of the relevant RMS contact; and
- (c) comply with any specific packaging and identification requirements that RMS may reasonably require from time to time.



### 3.4 Delivery

- (a) The Supplier must deliver the Goods and Documentation to the Delivery Address in accordance with the Delivery Timeframe and the Service Levels.
- (b) Before handing over the Goods and Documentation to RMS, the Supplier must:
  - (i) sight RMS staff identification tag;
  - (ii) obtain the signature; and
  - (iii) record the full name and staff number,

of the RMS Representative that takes receipt of the Goods and Documentation and keep such record for the Term (“**Proof of Delivery**”). If requested by RMS, the Supplier must provide to RMS the relevant Proof of Delivery. A Proof of Delivery will (in the absence of other contrary evidence) be deemed to be sufficient evidence that the Goods and Documentation have been delivered to RMS.

### 3.5 Assistance

- (a) The Supplier must provide RMS with all reasonable assistance (including installation and testing) to ensure the Goods are fully operational and comply with the Specifications.
- (b) RMS may inspect and test the Goods upon delivery for compliance with the Specifications.

### 3.6 Errors and Defects

If Goods delivered to RMS:

- (a) do not conform with this clause 3 (Goods); or
- (b) fail to comply with a representation or warranty specified in clause 16.2 (Representations and warranties in respect of Goods and Services),

then RMS, irrespective of whether it has paid for the Goods, may reject the Goods by giving written notice to the Supplier (“**Rejection Notice**”).

### 3.7 Rejection Notice

If a Rejection Notice is issued by RMS in respect of any Goods, in addition to any other rights RMS may have under this agreement or by law, the Supplier must, at RMS’s sole option:

- (a) immediately refund any moneys paid in advance for the Goods (if applicable); or
- (b) immediately replace the Goods at its cost.

**3.8 Warranty repairs**

If the Goods are or become defective in any way during the Warranty Period, then, at RMS's absolute discretion:

- (a) the Supplier must immediately replace or repair the Goods at the Supplier's cost; or
- (b) RMS may return the Goods to the Supplier. The Supplier must fully refund any amounts paid for the Goods that RMS does not retain.

**3.9 Facilities to repair**

The Supplier agrees to ensure that facilities for the repair of the Goods are available at the Repair Location for the Warranty Period.

**3.10 Stock Levels**

The Supplier must ensure that throughout the Term it maintains sufficient stock levels of Goods to meet obligations under this agreement.

**3.11 Title and risk**

The parties acknowledge and agree that:

- (a) Goods becomes the property of RMS on delivery of the Goods to the Delivery Address;
- (b) the risk of loss or damage to the Goods passes to RMS on delivery of the Goods to the Delivery Address in accordance with this clause 3 (Goods); and
- (c) if any Goods are re-taken by the Supplier, the risk of loss or damage to the Goods passes back to the Supplier upon removal from RMS's premises.

---

**4 Services****4.1 General**

The Supplier must provide the Services to RMS to a standard that meets or exceeds any applicable Services Levels in accordance with the terms and conditions of this agreement.

**4.2 Incidental Services**

The Supplier must provide (without additional charge) any incidental or related services not specifically described in Schedule 2 (Goods and Services) or this agreement which are required for the proper performance or use of the Services described in this agreement.

#### **4.3 Capability Levels**

The Supplier must ensure that throughout the Term it maintains sufficient capability and resources in relation to Services to meet its obligations under this agreement.

#### **4.4 Warranty rectification**

If the result achieved by the Services is or becomes defective in any way during the Warranty Period then the Supplier must immediately re-perform the Service or remedy the defect at the Supplier's cost.

---

### **5 Service Levels and Service Credits**

Where the Supplier fails to meet any Service Level, without limiting other rights and remedies available to RMS, the Supplier must at no additional cost to RMS promptly:

- (a) at RMS's option, pay to or credit RMS, the Service Credits;
- (b) if requested by RMS, in the case of Services re-perform those Services which gave rise to the failure to meet the Service Level;
- (c) use all reasonable endeavours to correct the issue which caused the failure to meet the Service Level;
- (d) arrange all additional resources reasonably necessary to deliver the Goods or perform the Services in accordance with the Service Level as soon as practicable; and
- (e) if requested by RMS, provide at no charge to RMS a detailed report on the steps taken by the Supplier to prevent similar future non-compliance with the Service Levels.

---

### **6 Other Supplier Obligations**

#### **6.1 Standard of performance**

Without limiting the Supplier's obligations under this agreement, the Supplier must perform its obligations under this agreement:

- (a) in accordance with best industry practice;
- (b) with all due care, skill and diligence expected of a professional service supplier and in a proper and workmanlike manner; and
- (c) in a cost effective manner consistent with the required level of quality and performance.

#### **6.2 Comply with requirements**

Without limiting the Supplier's obligations under this agreement, the Supplier must comply, and must ensure that the Supplier Personnel comply, with:

- (a) all RMS standards, policies and procedures notified from time to time (other than any which are expressly inconsistent with this agreement);
- (b) all other reasonable requirements and directions of RMS in relation to the Goods and Services, including that the Supplier must reasonably co-operate with other RMS suppliers; and
- (c) the Supplier's own internal standards and policies (other than any which are inconsistent with this agreement).

Where there is any inconsistency between any of the requirements set out above, the requirement listed earlier prevails to the extent of the inconsistency.

### **6.3 SME Participation Plan and reporting**

- (a) This clause only applies where the Supplier has submitted a SMEPP to RMS.
- (b) The Supplier acknowledges that RMS has relied on the SMEPP in awarding this agreement to the Supplier.
- (c) The Supplier must comply with the requirements and commitments provided for in the SMEPP and take all steps reasonably required to enable RMS to monitor compliance by the Supplier with the SMEPP.
- (d) The parties acknowledge and agree that:
  - (i) RMS may establish mechanisms to monitor compliance by the Supplier with its commitments under the SMEPP; and
  - (ii) non-compliance by the Supplier of the SMEPP commitments will entitle RMS to terminate in accordance with clause 22.1 (Termination by RMS for cause).
- (e) The Supplier acknowledges that RMS may take into consideration non-compliance by the Supplier with the SMEPP when evaluating tenders submitted by the Supplier to RMS in the future for other agreements.
- (f) In this clause "SMEPP" refers to a Small & Medium Enterprise Participation Plan under the NSW Government's Small and Medium Enterprises Policy .

---

## **7 Charges, invoices and payments**

### **7.1 RMS will pay Charges**

Subject to this clause 7 (Charges, invoices and payments), in consideration of the Supplier supplying the Goods and performing the Services, RMS will pay to the Supplier the Charges. The Supplier is not entitled to recover any charge or expenses additional to the Charges for the supply of Goods, the performance of the Services, the provision of any benefit or the performance

of any acts, even if required to do so under this agreement, unless the agreement provides otherwise.

## **7.2 Invoice Timing**

The Supplier will issue and invoice for the Charges in accordance with the Invoice Timing or if there is no Invoice Timing established for the relevant Goods or Services, then:

- (a) in respect of Goods, on delivery of all Goods; and
- (b) in respect of Services, on completion of all Services,

unless otherwise agreed in writing by RMS.

## **7.3 Payment of amounts due to or in respect of employees**

RMS may but is not obliged to (unless otherwise required by law) pay any amounts owing by the Supplier to or in respect of an employee of the Supplier who has carried out work in connection with this agreement provided that:

- (a) the time for payment has passed;
- (b) the Supplier has not given RMS a completed Contractor Statement in the form set out in Attachment A in respect of the period for which the amounts are owed; and
- (c) RMS first gives the Supplier not less than 5 Business Days' notice that it intends to make the payment.

Without limiting any rights RMS may have under section 127 of the *Industrial Relations Act 1996* (NSW), the Supplier must credit or pay the amount to RMS as required by clause 7.7 (Amounts due to ) at RMS's option.

## **7.4 Payment of invoices**

RMS is not required to pay any amount to the Supplier unless it has received a correctly rendered invoice for that amount. RMS must pay each correctly rendered invoice within 30 days after receipt of that invoice.

## **7.5 Correctly rendered invoice**

For the purposes of this agreement, an invoice is not correctly rendered unless:

- (a) the invoice is a Tax Invoice;
- (b) the amount claimed in the invoice is due for payment in accordance with clause 7.2 (Invoice Timing);
- (c) the amount claimed in the invoice is correctly calculated under this agreement;

- (d) the invoice includes the relevant RMS purchase order number, cost centre number and general ledger code and is set out in a manner that identifies the Goods and/or Services which the invoice covers and itemises each amount claimed, to a level of detail satisfactory to RMS acting reasonably;
- (e) the invoice is accompanied by documents that adequately demonstrate to RMS the Goods supplied, the Services that were performed and the basis on which the amounts are claimed;
- (f) the invoice is addressed to “Roads and Maritime Services” with attention to the RMS Representative and identifies this agreement; and
- (g) the invoice is accompanied by a completed Contractor Statement in the form set out in Attachment A in respect of the period to which the invoice relates.

#### **7.6 Disputed invoices**

Where RMS considers that an invoice is not correctly rendered RMS will issue to the Supplier within 10 Business Days after receipt of the invoice a notice setting out the reasons and identifying any amounts which are in dispute.

#### **7.7 Amounts due to RMS**

Each amount payable by the Supplier to RMS under an indemnity, warranty, reimbursement, rebate or refund obligation, or default event under this agreement is a debt due and payable to RMS on demand. Any demand must be accompanied by any relevant verifying documentation and, if the amount payable is a taxable supply must be a Tax Invoice. At RMS’s option the Supplier must pay or credit the amount to RMS, within 30 days after issue of the demand or in accordance with the time otherwise set out in this agreement.

#### **7.8 Set off rights**

Without prejudicing any other rights available to RMS, RMS is entitled to set off against any amount due for payment by it to the Supplier any amount payable by the Supplier to RMS (including Service Credits).

#### **7.9 Payment does not affect other rights or obligations**

Payment of money under clause 7.1 (RMS will pay Charges) is not evidence:

- (a) that RMS accepts any Goods or Services under this agreement;
- (b) of any waiver by or estoppel against RMS in relation to any right or action which RMS may have at any time against the Supplier;
- (c) that the Supplier has carried out its obligations under this agreement; or
- (d) of the value of any of the Goods or Services.

---

## **8 Taxes and GST**

### **8.1 Taxes**

The Supplier is responsible for all Taxes arising from or relating to this agreement and must pay Taxes which are imposed on the Supplier arising from or relating to this agreement, directly to the relevant Government Agency, except for any income tax or capital gains tax payable by RMS.

### **8.2 Evidence of payment**

Where the Supplier pays Taxes imposed on RMS under clause 8.1 (Taxes), the Supplier must provide to RMS within 3 Business Days of payment a written notification evidencing, to the satisfaction of RMS, the full and timely payment of the relevant Taxes.

### **8.3 Indemnity**

The Supplier indemnifies RMS against any costs or expenses that RMS suffers or incurs as a result of the Supplier failing to meet its obligations under clause 8.1 (Taxes).

### **8.4 GST**

The parties agree that:

- (a) unless expressly stated otherwise, all amounts payable by RMS to the Supplier under this agreement are inclusive of GST;
- (b) if a supply under this agreement is subject to GST, and the consideration payable or to be provided for the supply is not inclusive of GST, then the party receiving the supply must pay to the party making the supply an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate;
- (c) the additional amount is payable at the same time as the consideration for the supply is payable;
- (d) if the additional amount differs from the amount of GST payable by the party making the supply, the parties must adjust the additional amount; and
- (e) if a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

### **8.5 Withholding tax**

If a law requires RMS to deduct an amount in respect of Taxes from a payment under this agreement, then:

- (a) RMS agrees to deduct the amount for the Taxes; and

- (b) RMS agrees to pay an amount equal to the amount deducted to the relevant Government Agency as required by applicable law and give the original receipts to the Supplier.

---

## **9 Supplier Personnel**

### **9.1 Supplier Personnel**

The Supplier must ensure that the Supplier Personnel are suitably qualified, experienced and competent for their role in providing the Goods and Services.

### **9.2 Removal of Supplier Personnel**

Where required by RMS, the Supplier must remove and replace any particular Supplier Personnel as reasonably request by RMS.

### **9.3 Information about Supplier Personnel**

If requested to do so by RMS, the Supplier must provide to RMS:

- (a) a list of any of the Supplier Personnel; and
- (b) accurate information about the identity, qualifications, job history and character of each of the Supplier Personnel.

### **9.4 Security**

If specified in the Contract Details, the Supplier must, and must ensure that the relevant Supplier Personnel:

- (a) submit to security checks; and
- (b) execute a deed of confidentiality in the form reasonably required by RMS.

### **9.5 Criminal record search and investigation**

If required by clause 9.4 (Security), in relation to all relevant Supplier Personnel (as specified in the Contract Details):

- (a) prior to, but no earlier than 3 weeks before the Supplier engages that person to perform work in connection with this agreement, the Supplier must:
  - (i) for Supplier Personnel who are resident in Australia, perform or procure a national criminal record search of that person from the Criminal Records Section of the NSW Police Force (or such other branch or office of the NSW Police Force or law enforcement agency performing the functions of the Criminal Records Section from time to time) and must provide the results to RMS;
  - (ii) for Supplier Personnel who are resident outside Australia, use reasonable endeavours to perform or procure a criminal



record search of that person from the relevant police force of the jurisdiction where the Supplier Personnel resides and must provide the results to RMS;

- (b) RMS may, but is not required to, carry out the search referred to in clause 9.5(a) itself;
- (c) the Supplier must conduct such other investigations at the Supplier's expense as RMS may reasonably request and must provide the results of those investigations to RMS; and
- (d) RMS may conduct such other investigations at RMS's expense as RMS considers appropriate and the Supplier must provide all such assistance as RMS may reasonably request.

The Supplier acknowledges that any search or investigation by RMS in accordance with this clause 9.5 (Criminal record search and investigation) will not affect the Supplier's obligations under this agreement.

#### **9.6 Consent from Supplier Personnel**

The Supplier must obtain all necessary consent from the relevant Supplier Personnel to enable:

- (a) the Supplier and RMS to conduct the searches or investigations under and within the timeframes specified in clause 9.5 (Criminal record search and investigation); and
- (b) the Supplier to provide the results of its searches or investigations to RMS in accordance with clause 9.5 (Criminal record search and investigation).

#### **9.7 Inability to obtain consent**

If the Supplier is unable to obtain a consent required under clause 9.6 (Consent from Supplier Personnel) from a person, then, unless RMS agrees otherwise in writing, the Supplier must not allow that person to perform work in connection with this agreement and the Supplier must provide a replacement for that person who is acceptable to RMS within a reasonable time of RMS's request to do so and without inconvenience or cost to RMS.

#### **9.8 No access where there has been a Relevant Offence**

The Supplier must not allow a member of the Supplier Personnel to perform work in connection with this agreement without the written consent of RMS if:

- (a) a search conducted under clause 9.5 (Criminal record search and investigation) shows that the person has been convicted of an offence which is or could be a Relevant Offence;
- (b) the Supplier has reliable evidence that the person has a criminal conviction or has served a custodial sentence and that conviction occurred, or any part of that sentence was served, in the previous 10 years anywhere in the world; or

- (c) the Supplier has reliable information indicating that a trial is currently underway against the person which could result in a conviction of that person for an offence which is or could be a Relevant Offence.

#### **9.9 Supplier becomes aware of information**

If, after the Supplier has allowed a person to perform work in connection with the agreement, the Supplier becomes aware of information of the type referred to in clause 9.8 (No access where there has been a Relevant Offence), then the Supplier must immediately notify RMS and the Supplier must take such reasonable action as RMS requests in relation to the person including, without limitation, replacing that person with a person who is acceptable to RMS within a reasonable time of RMS's request to do so and without inconvenience or cost to RMS.

#### **9.10 Removal of unsuitable Supplier Personnel**

If, as a result of any investigation under clause 9.5 (Criminal record search and investigation) or any breach of the security or privacy obligations contained in this agreement, RMS is of the reasonable opinion that any of the Supplier Personnel is unsuitable to undertake work in respect of this agreement, then RMS may request the Supplier to remove that person from the performance of this agreement. If RMS makes such a request, then the Supplier will provide replacement personnel reasonably acceptable to RMS within a reasonable time of RMS's request and without inconvenience or cost to RMS.

#### **9.11 Certification**

Within 5 Business Days of each anniversary of the Commencement Date or otherwise on request by RMS, the Supplier must certify that, as at the relevant date, the Supplier has and is complying with clauses 9.5 (Criminal record search and investigation) to 9.10 (Removal of unsuitable Supplier Personnel).

#### **9.12 Obligations subject to law**

Neither party is required to comply with clauses 9.5 (Criminal record search and investigation) to 9.10 (Removal of unsuitable Supplier Personnel) to the extent that compliance would result in a contravention of any legal requirement with which the party is required to comply.

#### **9.13 No poaching**

From the Commencement Date until 12 months after expiry of the Term, neither party may solicit for employment, or independent contract for the provision of services, any employee of the other party who is involved in the performance of that party's obligations under this agreement. Nothing in this clause prevents RMS from employing or contracting any person through a publicly advertised recruitment or procurement process.

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## **10 Business continuity and disaster recovery**

### **10.1 Develop plan**

Within 2 months from the Commencement Date, the Supplier must develop a draft Business Continuity Plan and provide it to RMS for review. The draft Business Continuity Plan must detail how the Supplier would continue to supply the Goods and Services to RMS if a Disaster Recovery Event occurs. The Supplier must ensure that the draft Business Continuity Plan:

- (a) enables the Goods and Services to be provided in accordance with this agreement except as specifically agreed by RMS;
- (b) reflects best industry practice in relation to the planned continued provision of the Goods and Services to RMS where there is a Disaster Recovery Event; and
- (c) defines relevant Disaster Recovery Events.

The Supplier must make all changes reasonably required by RMS to the draft Business Continuity Plan to create the Business Continuity Plan.

### **10.2 Update plan**

The Supplier must ensure at all times that the Business Continuity Plan is up-to-date and reflects the current Goods and Services.

### **10.3 Test plan**

The Supplier must test the Business Continuity Plan at least annually from the Commencement Date, and must liaise and co-operate with RMS over the extent and timing of those tests.

### **10.4 Disaster Recovery Event**

On the occurrence of a Disaster Recovery Event, the Supplier must immediately implement the Business Continuity Plan. The Supplier must continue to provide the Goods and Services to the relevant Service Levels unless otherwise specified or allowed for in the Business Continuity Plan.

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## **11 Sub-contracting**

### **11.1 Subcontracting**

The Supplier must not sub-contract any of its obligations under this agreement without the prior written approval of RMS. RMS may give or withhold its approval in its absolute discretion and may impose conditions on its approval.

### **11.2 Responsibility for Subcontractors**

The Supplier is responsible for all acts and omissions of Subcontractors as if they were those of the Supplier and the Supplier indemnifies RMS against all costs, expenses liabilities incurred by RMS in connection with the acts or omissions of any Subcontractors.

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## **12 Change control**

### **12.1 Change request**

Either party may request a change to:

- (a) the scope or description of any Goods or Services; or
- (b) the requirements of Schedule 2 (Goods and Services);

(each a “**Change**”) by issuing a notice in writing to the other party.

### **12.2 Change request by RMS**

If a Change is requested by RMS, the Supplier must provide to RMS within 10 Business Days of receiving the notice of request, or such other period as the parties may agree, a Change Proposal which complies with clause 12.5 (Requirements for Change Proposal).

### **12.3 Change request by Supplier**

If the Change is requested by the Supplier, the Supplier must include a Change Proposal with the request for Change or provide the Change Proposal at such later date as the parties may otherwise agree.

### **12.4 Assistance from RMS**

Where the Supplier requires information from RMS in order to properly prepare a Change Proposal, RMS will provide all such information reasonably requested within a reasonable period from the date of the request.

### **12.5 Requirements for Change Proposal**

Each Change Proposal must:

- (a) set out a full description of the Change; and
- (b) specify all changes to the relevant Charges, the relevant timeframes and any other conditions which the Supplier reasonably requires in order to perform the Change and must detail reasons for those changes.

Any adjustment to the Charges must be based on the Supplier’s actual direct costs as a result of the Change, including a reasonable profit allowance.

### **12.6 Acceptance or rejection of a Change Proposal**

RMS may accept or reject a Change Proposal at any time within 20 Business Days of receiving the Change Proposal. Where RMS accepts a Change Proposal, the parties will execute a Change Notice on those terms and this agreement will be varied accordingly, with effect from the date of execution of the Change Notice.

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## **13 Intellectual Property Rights**

### **13.1 Existing Intellectual Property Rights**

All Intellectual Property Rights of the parties existing before the date of this agreement will be retained by the relevant party.

### **13.2 Licence for RMS to Use Existing Supplier IP**

The Supplier grants to RMS a royalty-free, non-exclusive, irrevocable licence:

- (a) to Use the Supplier IP to the extent necessary to receive the full use and benefit of the Goods and Services; and
- (b) sub-licence any of the rights granted under (a) to any person, but only in relation to the use or benefits of the Goods or Services.

### **13.3 Licence for Supplier to Use Existing RMS IP**

RMS grants to the Supplier, and to the extent necessary any relevant Subcontractor, for the Term, a royalty-free, non-exclusive, non-transferable licence to Use RMS IP only to the extent necessary to provide the Goods and Services.

### **13.4 New Intellectual Property Rights**

The Contract Details determine whether Option 1, 2 or 3 applies.

#### **(a) Option 1 – RMS Owns New IP**

The Supplier assigns or will procure the assignment to RMS, on creation:

- (i) Intellectual Property Rights in all modifications made to RMS IP by the Supplier or its Subcontractors; and
- (ii) all other Intellectual Property Rights created by the Supplier or its Subcontractors in the supply of the Goods or performance of the Services.

#### **(b) Option 2 – Exclusive Licence to RMS to Use New IP**

In respect of:

- (i) Intellectual Property Rights in all modifications made to RMS IP by the Supplier or its Subcontractors; and
- (ii) all other Intellectual Property Rights created by the Supplier or its Subcontractors in the supply of the Goods or performance of the Services

the Supplier grants RMS an exclusive perpetual irrevocable and royalty-free licence to:

- (iii) use, reproduce, modify and communicate to the public anywhere in the world and for any purpose connected with the business of RMS;
- (iv) permit any person to assist the RMS to do any of the things referred to in paragraph (iii) above; and
- (v) sublicense any of the rights described in paragraph (iii) or (iv) to any person.

**(c) Option 2 – Non-exclusive Licence to RMS to Use New IP**

In respect of:

- (i) Intellectual Property Rights in all modifications made to RMS IP by the Supplier or its Subcontractors; and
- (ii) all other Intellectual Property Rights created by the Supplier or its Subcontractors in the supply of the Goods or performance of the Services

the Supplier grants RMS a non-exclusive perpetual irrevocable and royalty-free licence to:

- (iii) use, reproduce, modify and communicate to the public anywhere in the world and for any purpose connected with the business of RMS;
- (iv) permit any person to assist the RMS to do any of the things referred to in paragraph (iii) above; and
- (v) sublicense any of the rights described in paragraph (iii) or (iv) above to any person.

### **13.5 Confidentiality**

Nothing in clause 13.2 (Licence for RMS to Use Existing Supplier IP) and 13.3 (Licence for Supplier to Use Existing RMS IP) removes or limits the obligations of confidentiality under clause 14 (Confidentiality and privacy).

### **13.6 Know-how use**

Subject to clause 14 (Confidentiality and privacy) and clause 13.1 (Existing Intellectual Property Rights), each of RMS, the Supplier and any Subcontractor will be free to use its general knowledge, skills and experience and any ideas, concepts, know-how, methodologies and techniques related to the scope of the Goods, Services or this agreement.

### 13.7 Indemnity

The Supplier must (either directly itself or by procuring sub-contractors to do so):

- (a) at RMS's request and sole option:
  - (i) defend at no cost to RMS, all Infringement Claims; or
  - (ii) provide, at no cost to RMS, all reasonable assistance required by RMS to defend any Infringement Claim;
- (b) indemnify RMS against all costs (including legal costs on a solicitor and own client basis), losses, damages and expenses that RMS may sustain or incur as a result of an Infringement Claim; and
- (c) satisfy any settlement of or judgement given in an Infringement Claim.

### 13.8 Other remedies

Without limiting any other rights RMS may have, if, as a result of any Infringement Claim, RMS is prevented from using the Goods or the results of the Services, the Supplier must, at RMS's option and at the Supplier's cost:

- (a) promptly procure for RMS the right to use the Goods or the results of the Services (as applicable) on reasonable commercial terms as contemplated under this agreement free of any claim or liability for infringement;
- (b) promptly procure for RMS replacement goods or materials which comply with the relevant Specifications; or
- (c) promptly modify the Goods or materials so that they cease to infringe those rights (while still complying with the applicable Specifications).

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## 14 Confidentiality and privacy

### 14.1 Disclosure of Confidential Information

A party who receives Confidential Information ("**Recipient**") must not disclose the Confidential Information supplied by the other party ("**Discloser**") to any person except:

- (a) its Representatives who require the Confidential Information for the purposes of this agreement; or
- (b) to enable the Recipient to obtain professional advice in relation to this agreement; or
- (c) with the consent of the Discloser; or
- (d) if the Recipient is required to do so by law or by a lawful requirement of any government or governmental body, authority or agency having authority over the Recipient or by a stock exchange; or

- (e) if the Recipient is required to do so in connection with legal proceedings relating to this agreement or other agreement between the parties.

#### **14.2 Permitted disclosures**

If the Recipient discloses the Discloser's Confidential Information under clause 14.1(a) or 14.1(c) then:

- (a) it must use its best endeavours to ensure that persons receiving the Confidential Information from it do not disclose the information except in the circumstances permitted in clause 14.1 (Disclosure of Confidential Information);
- (b) the Discloser may at any time require the persons receiving the Confidential Information to give written undertakings relating to the non-disclosure of the Confidential Information and the Recipient must arrange for all such undertakings to be given promptly; and
- (c) the Recipient must reserve the right to demand immediate delivery of all documents or other materials in its possession, power or control or in the possession, power or control of the third party who has received Confidential Information from it containing or referring to that Confidential Information.

#### **14.3 Use of Confidential Information**

The Recipient must not use the Discloser's Confidential Information except for the purpose of exercising the Recipient's rights or performing its obligations under this agreement or any other agreement between the parties.

#### **14.4 Return of Confidential Information**

On the Discloser's request, the Recipient must immediately deliver to the Discloser or destroy all documents or other materials containing or referring to the Confidential Information which are in its possession, power or control, or in the possession, power or control of persons who have received Confidential Information from the Recipient, except to the extent that:

- (a) the Recipient requires the Confidential Information for the purpose of performing its obligations or exercising its rights under this agreement or other agreement between the parties; or
- (b) the Recipient is otherwise entitled to retain the Confidential Information.

#### **14.5 No disclosure of the terms of this agreement**

Except as otherwise agreed or required by law, any regulatory authority or stock exchange, neither party may disclose the terms of this agreement to any person other than its Representatives on a confidential basis.



**14.6 Access to Information**

- (a) This 14.6 only applies to the extent that the Supplier is required to provide goods or services to the public on behalf of RMS.
- (b) Within 3 days of receiving a written request by RMS the Supplier must provide RMS with immediate access to information referred to in s. 121(1) of *Government Information (Public Access) Act 2009 (NSW)* (but excluding information referred to in s.121(2) of *Government Information (Public Access) Act 2009 (NSW)*) contained in records held by the Supplier at the Supplier's expense and in such medium as RMS may reasonably require. This is an essential term of this agreement.
- (c) RMS will consult with the Supplier before releasing any information obtained from the Supplier where required under s.54 of *Government Information (Public Access) Act 2009 (NSW)*.

**14.7 Disclosure of details of RMS contracts with the private sector**

- (a) The Supplier acknowledges that RMS may be required to publish certain information concerning this agreement in accordance with ss 27 – 35 of *Government Information (Public Access) Act 2009 (NSW)*.
- (b) If the Supplier reasonably believes that any part of this agreement contains information which is commercial-in-confidence or could reasonably be expected to affect public safety or security, then the Supplier should immediately advise RMS in writing, identifying the provisions and providing reasons so that RMS may consider seeking to exempt those provisions from publication.

**14.8 Publicity**

The Supplier may only make press or other announcements or releases about this agreement and the transactions related to it:

- (a) with the express, written approval of RMS; or
- (b) as required to be made by law or the rules of a stock exchange provided that the Supplier gives RMS as much prior notice as is reasonably practicable and the opportunity to review and comment on the form and text of the disclosure before the disclosure is made.

**14.9 Compliance with privacy requirements**

The Supplier must:

- (a) comply with RMS's privacy policy (and each specific privacy policy of RMS in relation to the collection and/or handling of personal or private information relating to third parties including the obtaining of any necessary consents to its use by RMS or by third parties) as notified in writing to the Supplier from time to time as if it were bound by that policy;

- (b) comply with the *Privacy Act 1988* (Cwlth) and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if it were regulated by those laws;
- (c) comply with all directions by RMS:
  - (i) relating to the means by which RMS complies with the *Privacy and Personal Information Protection Act 1998* (NSW), RMS's privacy policy, and all other applicable laws, codes and privacy policies; and
  - (ii) co-operate with RMS in the resolution of any complaint alleging a breach of such laws, codes or privacy policy.

#### **14.10 Provide information**

At RMS's request, the Supplier will promptly provide all reasonable assistance to enable RMS to comply with its obligations under this agreement and at law, including providing details of any person (for example, a Related Body Corporate or any other private sector entity in which the Supplier has an interest) that:

- (a) will be involved in performing any of the Supplier's obligations under this agreement; or
- (b) will receive a benefit under this agreement.

This clause survives the termination of this agreement for any reason whatsoever.

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## **15 Representatives, reporting and audits**

### **15.1 Responsibilities**

The RMS Representative and the Supplier Representative will be responsible for the co-ordination and management between the parties of this agreement, including ensuring the performance by the parties of their respective roles and responsibilities.

### **15.2 Delegation by Representatives**

The RMS Representative and the Supplier Representative may delegate part of their operational responsibilities to other Representatives in order to operate more efficiently and effectively.

### **15.3 Reports**

The Supplier must provide to RMS the reports with the content and in the frequency and form (electronic or physical) set out in the Contract Details.

#### 15.4 Review meetings

The Supplier Representative must attend meetings with the RMS Representative at a place and time to be notified to the Supplier by RMS on the frequency set out in the Contract Details to:

- (a) review the performance of the Supplier in relation to this agreement and the Charges incurred by RMS up to that date, including any faults in the provision of any of the Services over the previous review period and any actions undertaken by the Supplier to resolve the relevant faults;
- (b) discuss any other issues in relation to the Goods, the Services or this agreement.

#### 15.5 Records and inspection

The Supplier must, and must ensure all Subcontractors:

- (a) keep and maintain all necessary Records during the Term and 7 years thereafter;
- (b) make those Records available for inspection and/or audit as reasonably required by RMS, a regulator, any external auditor or advisor or any of their authorised representatives, during normal business hours. Copies and extracts of any Records may be taken for these purposes;
- (c) permit RMS to inspect or appoint a third party to inspect the Supplier's premises to confirm compliance with this agreement; and
- (d) provide all appropriate resources and all reasonable assistance required by any person conducting any inspection and/or audit, and fully co-operate with that person in good faith and at the Supplier's sole cost.

#### 15.6 Annual audit

Each year, on dates nominated by RMS, RMS may conduct itself, or appoint a third party to conduct, an audit of the Supplier's performance and compliance with this agreement.

#### 15.7 Costs of audit

The auditors' costs incurred by RMS in the audit under clause 15.6 (Annual audit) will be paid by RMS. However, where the auditor objectively determines that the performance by the Supplier falls below the Service Levels or identifies breaches of this agreement by the Supplier, all the costs of RMS (including third party auditor fees) in respect of that audit will be paid by the Supplier.

#### 15.8 Costs

Unless expressly provided otherwise in this clause 15 (Representatives, reporting and audits), RMS and the Supplier will each pay their own costs

and expenses in connection with this clause 15 (Representatives, reporting and audits).

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## **16 Warranties and representations**

### **16.1 Supplier's general representations and warranties**

The Supplier represents and warrants on the date of this agreement and at all time during the Term, that:

- (a) it has full capacity and authority to enter into and to perform this agreement;
- (b) this agreement is duly authorised representative of that party;
- (c) there are no actions, suits or proceedings pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitral tribunal that might affect the ability of that party to meet and carry out its obligation under this agreement; and
- (d) once duly signed this agreement will constitute a legal, valid and binding obligation on that party.

### **16.2 Representations and warranties in respect of Goods and Services**

The Supplier represents and warrants that:

- (a) the Goods:
  - (i) will meet the Specifications and all other applicable requirements under this agreement;
  - (ii) be of good quality, fit for purpose and free from defects and omissions in material, design or workmanship;
  - (iii) upon title passing to RMS, will be unused and free from any charge or encumbrance; and
  - (iv) will comply with all laws that are related in any way to the Goods;
- (b) the Services:
  - (i) will be performed with due care and skill and in accordance with industry best practice;
  - (ii) will meet or exceed the Service Levels;
  - (iii) will be used with materials that are:
    - (A) fit for the purpose for which they are supplied and used; and

(B) will comply with any applicable specifications or requirements;

- (c) the Supplier and the Supplier Personnel will not infringe the Intellectual Property rights or Moral Rights of any person in providing the Services or otherwise performing this agreement;
- (d) the Goods or Services and their use will not:
  - (i) result in a breach of any law or mandatory code of conduct;
  - (ii) infringe any person's rights (including Intellectual Property Rights and Moral Rights);
  - (iii) constitute a misuse of any person's confidential information; or
  - (iv) result in the Supplier or any Related Bodies Corporate of the Supplier breaching any obligation that it owes to any person.

### **16.3 Notification of non-compliance**

As soon as practicable after becoming aware of any matter which is likely to impact upon its ability to comply with a warranty or representation in this clause 16 (Warranties and representations), the Supplier must give written notice to RMS detailing that matter and its likely impact on the Supplier's ability to comply with this clause 16 (Warranties and representations).

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## **17 Liability & Indemnity**

### **17.1 RMS's liability**

Subject to clause 17.3 (No limitation):

- (a) the aggregate liability of RMS to the Supplier under or in respect of this agreement whether in contract, tort (including negligence), statute or any other cause of action, is limited to an amount equal to the aggregate of the Charges paid or payable under this agreement; and
- (b) RMS will not be liable to the Supplier under or in respect of this agreement whether in contract, tort (including negligence), statute or any other cause of action for Consequential Loss.

### **17.2 Supplier's liability**

Subject to clause 17.3 (No limitation):

- (a) the aggregate liability of the Supplier to RMS under or in respect of this agreement whether in contract, tort (including negligence), statute or any other cause of action is limited to an amount equal to the aggregate of the Supplier Liability Cap; and

- (b) the Supplier will not be liable to RMS under or in respect of this agreement whether in contract, tort (including negligence), statute or any other cause of action for Consequential Loss.

### **17.3 No limitation**

Nothing in this agreement operates to limit or exclude:

- (a) liability that cannot by law be limited or excluded;
- (b) the liability of either party in respect of personal injury (including sickness and death) or real or tangible property loss or damage;
- (c) liability of a party in respect of a breach of clause 14 (Confidentiality and privacy);
- (d) the Supplier's liability under clause 13 (Intellectual Property Rights);
- (e) liability of either party for unlawful or illegal acts or conduct; or
- (f) RMS's liability to pay such of the Charges as are due and payable.

### **17.4 Consequential Loss Definition**

- (a) Subject to clause 17.4(b) Consequential Loss:
  - (i) means any loss, not arising naturally, that is according to the usual course of things, from the relevant breach act or omission, whether or not such loss may reasonably be supposed to have been in the contemplation of the parties, at the time they entered the agreement, as the probable result of the relevant breach; and
  - (ii) includes loss of profit or loss of anticipated savings.
- (b) Consequential Loss does not include:
  - (i) additional internal administrative and management costs and expenses;
  - (ii) expenditure or fees rendered unnecessary;
  - (iii) costs of procuring replacement Goods or Services;
  - (iv) cost of repairing Goods;
  - (v) legal fees on a full indemnity basis.

### **17.5 Civil Liability Act**

The parties agree that:

- (a) all rights, obligations and liabilities under or in connection with this agreement are to apply unlimited and otherwise unaffected by anything that, but for this clause, may by virtue of the provisions of

the *Civil Liability Act 2002* (NSW) have limited or otherwise affected those rights, obligations and liabilities; and

- (b) this clause applies even where the relevant circumstances involve a failure to take reasonable care and the existence of concurrent wrongdoers (as that term is defined in section 34(2) of the *Civil Liability Act 2002* (NSW)).

#### **17.6 Indemnity**

- (a) The Supplier is liable for, and indemnifies RMS against, all liability or loss arising out of or in connection with the breach of this agreement by the Supplier or its personnel or the negligence or default of the Supplier or its personnel except to the extent the liability or loss is contributed to by RMS's negligence or breach.

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### **18 Insurance**

#### **18.1 Insurance**

Before the Commencement Date, the Supplier must obtain on terms reasonably approved by RMS and thereafter maintain the policies of insurance listed in the Contract Details on the terms, for the risks identified, and for the periods of time set out in Attachment B.

#### **18.2 Evidence of insurance**

On request by RMS, the Supplier must provide certificates of currency proving that the policies of insurance required under this agreement have been effected and are current. A certificate of currency provided under this clause must be issued by the insurance company providing insurance and must contain all details reasonably requested by RMS, including a summary of all risks covered and any exclusions.

#### **18.3 Supplier notification**

The Supplier must notify RMS within two Business Days of any event which affects or may affect the Supplier's compliance with this clause 18 (Insurance), including any cancellation of a policy or reduction of limit of coverage below that required by this agreement.

#### **18.4 Notification of relevant insurance claims**

Within 5 Business Days of the Supplier becoming aware of any claims against any of its insurances in connection with the Goods or Services or which may impact upon the provision of the Goods or Services, it must:

- (a) notify RMS in writing of the claim; and
- (b) give RMS any further information regarding the claim as RMS may require.

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## **19 Disputes**

### **19.1 Reasonable endeavours to settle**

If a Dispute arises the parties undertake in good faith to use all reasonable endeavours to settle the Dispute expeditiously.

### **19.2 Dispute notice**

Any party claiming that a Dispute has arisen may give a written notice to the other party.

### **19.3 Negotiation**

If a Dispute is notified under clause 19.2 (Dispute notice) each party must nominate a senior representative with appropriate authority to negotiate on behalf of the party to settle the Dispute. The representatives must endeavour to resolve the Dispute within 10 Business Days of the notice under clause 19.2 (Dispute notice).

### **19.4 Alternative dispute resolution**

If the Dispute is not resolved within the period referred to in clause 19.3 (Negotiation), the parties' representatives will within a further 5 Business Days seek to agree on:

- (a) a process to resolve the Dispute, for example through mediation, conciliation or other such similar forms of alternative dispute resolution;
- (b) the procedure and timetable for any exchange of documents and other information in relation to the Dispute;
- (c) procedural rules and timetable for the conduct of the selected mode of proceedings;
- (d) a procedure for selection and compensation of any neutral person (who may or may not be employed by a party); and
- (e) whether the parties should seek the assistance of a dispute resolution organisation such as the Australian Commercial Dispute Centre.

### **19.5 Further resolution process**

If the representatives are unable to agree on a process for resolving the Dispute in the period referred to in clause 19.4 (Alternative dispute resolution) or the Dispute has not been resolved within 10 Business Days (or such other period as the parties may agree) of the parties agreeing on a particular process, then:

- (a) if the amount of the Dispute is less than \$100,000, either party may refer the Dispute to expert determination in accordance with clause 19.6 (Expert determination) unless RMS has notified the Supplier that in its reasonable opinion, the Dispute is not appropriate for resolution by expert determination; or



- (b) if the amount of the Dispute is \$100,000 or more or RMS has notified the Supplier that in its reasonable opinion, the Dispute is not suitable for expert determination, then either party will be free to commence court proceedings relating to the Dispute.

#### **19.6 Expert determination**

If either party refers the dispute to expert determination pursuant to clause 19.5(a), the expert determination is to be carried out as follows:

- (a) Within 5 Business Days after the date of the notice under clause 19.5(a), the parties must exchange written lists of proposed experts from whom the expert is to be chosen in order of preference.
- (b) A person that appears on both lists under clause 19.6(a) will be appointed as the expert to determine the dispute and if more than one person appears on both lists the person given the highest order of priority by the party that gave the notice under clause 19.5(a) will be appointed.
- (c) If no person appears on both lists, the parties must request the President of the NSW Chapter of the Institute of Arbitrators and Mediators of Australia to nominate a person to act as the expert.
- (d) RMS and the Supplier must enter into an agreement with the expert on such reasonable terms as the expert may require provided that the expert must be instructed that the expert:
  - (i) is to act as an expert and not as an arbitrator;
  - (ii) is to proceed in the way, and determine the rules for the conduct of the expert determination, as the expert thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
  - (iii) is to take into consideration those documents and that information and other material which the parties give to the expert and which in the expert's opinion are relevant to the determination of the dispute;
  - (iv) need not, but may obtain or refer to any other documents, information or material;
  - (v) must determine the dispute and give written reasons for the decision within one month after being appointed; and
  - (vi) must determine what proportion of the costs of the expert determination is to be paid by each party.
- (e) The determination of the expert must be given to the parties in writing and will be final and binding upon the parties.
- (f) The parties must bear their own costs in connection with the expert determination proceedings and must pay an equal portion of the cost of the expert unless the expert determines otherwise.

**19.7 Right to terminate**

This clause 19 (Disputes) does not affect either party's rights to terminate this agreement under clause 22 (Termination) or pursuant to any other rights of termination contained in this agreement.

**19.8 Interlocutory relief**

This clause 19 (Disputes) does not affect either party's right to commence court proceedings seeking interlocutory relief.

**19.9 Parties to continue to perform**

Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under this agreement.

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**20 Conflict of Interest & Probity**
**20.1 Definition**

"Probity Event" is an event, matter, situation or thing that in RMS's reasonable opinion:

- (a) has a material adverse effect upon the character, honesty or integrity of the Supplier, a Related Body Corporate, or any of their personnel; or
- (b) relates to the Supplier, a Related Body Corporate or their personnel and has a material adverse effect upon the public interest (having regard to the policy objectives of RMS) or the reputation of or public confidence in RMS or the New South Wales Government; or
- (c) that involves a material failure by the Supplier to achieve or maintain:
  - (i) reasonable standards of ethical behaviour; or
  - (ii) the avoidance of conflicts of interest that may have (or may give the public the appearance of having) a material adverse effect on the ability of the Supplier to impartially perform and observe its obligations in respect of this Agreement; or
  - (iii) standards of behaviour expected of a person engaged on a Government project.

**20.2 Probity Events**

- (a) **(Probity Event Notice by Service Provider)** The Supplier must give notice to RMS as soon as it becomes aware that a Probity Event has occurred or is likely to occur (Probity Event Notice).
- (b) **(Probity Event Notice by RMS)** RMS may give notice to the Supplier if RMS becomes aware that a Probity Event has occurred or is likely to occur (Probity Event Notice).

- (c) **(Content of Notice)** The Probity Event Notice must describe the nature of the Probity Event and the circumstances giving rise to it or likely to give rise to it.
- (d) **(Probity Investigations)** Following the issue of a Probity Event Notice, the Supplier must promptly comply with any reasonable request from RMS for access to its personnel for the purpose of undertaking any investigations that RMS may wish to carry out in relation to the actual or likely occurrence of the Probity Event. The Supplier must use reasonable endeavours to ensure that its personnel (and where relevant any Related Body Corporate and its personnel) co-operate with RMS and comply with any reasonable requests for information that RMS may make in the course of its investigations.
- (e) **(Remedial Action)** Upon the issue of a Probity Event Notice the parties must meet at a time nominated or agreed by RMS to discuss the occurrence of the Probity Event. During any such meeting, the parties must use reasonable endeavours to agree on the actions to be taken by the Supplier to reverse the effect of the Probity Event.
- (f) **(RMS May Direct Remedial Action)** If the parties are unable to agree within 5 Business Days of such meeting (or any longer period RMS may agree) RMS may give notice to the Supplier setting out the action it must take to address the adverse effect of the Probity Event, and the Supplier must comply with any such notice as soon as possible and in any event within 5 Business Days of receiving the notice.

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## 21 Force Majeure

### 21.1 Notice of a Force Majeure Event

A party does not breach this agreement and is not liable to the other party for a delay or failure to perform an obligation to the extent it results from a Force Majeure Event provided that the party affected by the Force Majeure Event gives the other party a written notice which:

- (a) sets out details of the Force Majeure Event;
- (b) identifies the nature and extent of the obligations affected by the Force Majeure Event;
- (c) advises the period of time during which the affected party estimates that it will not be able to perform or will be delayed in performing its obligations; and
- (d) provides details of the action that it has taken or proposes to take to remedy the situation.

### 21.2 Obligations of affected party

A party affected by a Force Majeure Event must:

- (a) take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on its performance of the suspended obligations as quickly as possible; and
- (b) promptly re-commence performing the suspended obligations as soon as reasonably possible and notify the other party when this occurs.

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## 22 Termination

### 22.1 Termination by RMS for cause

RMS may terminate this agreement in full or in part immediately by notice to the Supplier if:

- (a) **Breach of agreement** - the Supplier breaches this agreement and:
  - (i) the breach is not capable of remedy; or
  - (ii) the breach is capable of remedy and the Supplier fails to remedy the breach within 10 Business Days, or such longer time as RMS states, of receiving notice from RMS requiring the breach to be remedied;
- (b) **Recurring Breach** - the Supplier:
  - (i) breaches this agreement on three (3) separate occasions within a three (3) month period; and
  - (ii) has been issued with a notice from RMS stating that any further breach of this agreement will give RMS the right under this clause 22.1(b) to terminate this agreement; and
  - (iii) commits a further breach of any provision of this agreement.
- (c) **Insolvency** - the Supplier becomes Insolvent;
- (d) **Wrongful assignment** - the Supplier assigns or purports to assign its rights otherwise than as permitted by this agreement;
- (e) **Change of Control** - the Supplier undergoes a Change of Control
- (f) **Probity Event** – a Probity Event has not been remedied to RMS's satisfaction.

### 22.2 Termination by Supplier for cause

The Supplier may only terminate this agreement if RMS has failed to pay an amount due to the Supplier under this agreement which is not the subject of a bona fide dispute within 40 Business Days of receiving a correct notice claiming that the amount is overdue and stating that the Supplier proposes to exercise its rights under this clause 22.2 (Termination by Supplier for cause) if payment is not made.

**22.3 Termination by RMS for convenience**

RMS may terminate this agreement in full or in part by giving not less than 60 days' written notice to the Supplier provided that RMS must pay the amounts required under clause 23.2 (Early termination charges).

**22.4 Force Majeure**

If a delay or failure to perform a party's obligations due to a Force Majeure Event exceeds 20 Business Days, or if RMS reasonably considers the Force Majeure Event will not cease within that period, RMS may immediately terminate this agreement, Good or Service on notice to the Supplier.

**22.5 Continuation**

Where RMS exercises its rights under this clause 22 (Termination) only in relation to one or more, Goods or Services, the Supplier must continue to perform this agreement in respect of any other, Goods or Services which have not been terminated.

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**23 Events following termination or expiry****23.1 Obligations on expiry or termination**

On expiry or termination of this agreement for any reason, without limiting any other rights RMS may have, the Supplier must pay RMS:

- (a) any fees paid by RMS to the Supplier in advance for Goods and Services not yet supplied under this agreement; and
- (b) any Service Credits accrued up to the date of termination.

**23.2 Early termination charges**

If RMS terminate this agreement for convenience pursuant to clause 22.3 (Termination by RMS for convenience), then if the Supplier is able to demonstrate to RMS's reasonable satisfaction that prior to receiving notice of termination:

- (a) the Supplier has irrevocably acquired or committed with a third party to acquire Goods for the purposes of fulfilling this agreement, then RMS must either (at RMS's election):
  - (i) acquire those Goods from the Supplier for the applicable Charges; or
  - (ii) reimburse the Supplier for the Supplier's out of pocket costs for those Goods less the proceeds which the Supplier receives on sale of those Goods (having taken all reasonable steps to sell the goods and to maximise the price received); and
- (b) the Supplier has incurred or irrevocably committed with a third party to incur costs for the purposes of providing Services under this agreement and the Supplier has not at the time of termination become

entitled to charge for those Services, then RMS must reimburse the Supplier for those costs which the Supplier incurs.

The Supplier must take all reasonable steps to mitigate the costs referred to in this clause 23.2 and RMS will not be required to pay costs to the extent that they could have been avoided or reduced by taking such steps. The Supplier must provide RMS with evidence reasonably satisfactory to RMS to substantiate any claim under this clause 23.2.

### **23.3 Survival**

Clauses 7 (Charges, invoices and payments), 8 (Taxes and GST), 9.13 (No poaching), 13 (Intellectual Property Rights), 14 (Confidentiality and privacy), 17 (Liability), 18 (Insurance), 19 (Disputes), and 27 (General) survive the termination or expiry of this agreement, as do any rights and remedies accrued before termination or expiry.

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## **24 Notices**

### **24.1 Form**

Unless stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be in writing.

### **24.2 Important contractual notices**

A notice under clause 12 (Change control), clause 19 (Disputes), clause 22.1 (Termination by RMS for cause), clause 22.4 (Force Majeure) or clause 25.1 (Assignment or novation by ) or any other notice claiming or relating to a breach, repudiation, purported termination or variation of this agreement must be:

- (a) signed on behalf of the party giving notice; and
- (b) delivered to or sent by prepaid registered post (airmail if posted to or from a place outside Australia) to the Supplier Representative of the recipient specified in the Contract Details and the person required to be copied as specified in the Contract Details or other address requested by the recipient.

### **24.3 Other notices and communications**

A notice, consent, request or any other communication under this agreement other than one referred to in clause 24.2 (Important contractual notices) must be:

- (a) left at the address of the addressee, or
- (b) sent by prepaid post (airmail if posted to or from a place outside Australia) to the address of the addressee; or
- (c) sent by facsimile to the facsimile number of the addressee specified in the Contract Details or notified by the receiving party; or

- (d) sent by email to the email address specified in the Contract Details or as notified by the receiving party.

#### **24.4 Time of receipt**

A notice, consent, request or any other communication is deemed to be received:

- (a) if by delivery, when it is delivered;
- (b) if posted, the earlier of the date of receipt and three Business Days after posting if within Australia or seven, if posted to or from a place outside Australia;
- (c) if a facsimile, the earlier of the time the addressee receives and the next Business Day after the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient; and
- (d) if an email, the earlier of when the email is opened by the recipient and the next Business Day after the time at which it enters the recipient's system (provided that the sender does not receive a delivery failure or out of office message).

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## **25 Assignment, Novation & Piggybacking**

### **25.1 Assignment or novation by RMS**

RMS may assign any of its rights under this agreement, or may novate its rights and obligations under this agreement:

- (a) without the consent of the Supplier to any department, to any other body created by or under 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 or to any public sector agency within the meaning given to that term in regulation 18 of the *Public Sector Management (Goods and Services) Regulation 2000*; or
- (b) with the consent of the Supplier, which must not be unreasonably withheld or delayed, to any other person.

The Supplier must execute all documents necessary to give effect to any novation or assignment permitted under this clause 25.1 (Assignment or novation by ).

### **25.2 Assignment or novation by the Supplier**

The Supplier must not assign its rights under this agreement or purport to novate its rights and obligations under this agreement without the prior written consent of RMS.

**25.3 Piggybacking by other NSW Agencies**

If a public sector service agency (as defined in the *Public Works and Procurement Act 1912*) requests the Supplier to provide services to it similar to the Services then the Supplier agrees that it will enter into a separate agreement with that other agency on terms no less favourable than the terms of this agreement having regard to any necessary changes.

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**26 Transition Out & Unwind Services****26.1 Transition Plan**

- (a) In the event of termination for any reason (inclusion expiration by time) the parties acknowledge that it is critical that there is an orderly and well managed transition out of the arrangements established under this Agreement. To facilitate a successful transition out the parties agree that it is important that the Provider prepare and regularly review and update a Transition Plan. As a minimum the Transition Plan must deal with the relationships, responsibilities and obligations of the parties to facilitate a smooth and orderly transition of the supply of the Goods and Services to a new provider and set out the systems, procedures and processes to allow for the orderly hand-over and transition.
- (b) The Supplier must:
  - (i) provide a draft initial Transition Plan to RMS on or before the Transition Plan Submission Date referred to in the Contract Details;
  - (ii) regularly review the Transition Plan and propose a new Transition Plan to RMS whenever any change in circumstances make it reasonable or advisable to do so; and
  - (iii) review and prepare a new Transition Plan whenever RMS requests (provided RMS shall not make such request more than once in any 12 month period).
- (c) The Supplier must consult RMS in the preparation of the Transition Plan and must submit the Transition Plan in draft to RMS for RMS's approval and make such amendments as RMS may reasonably require..
- (d) If RMS and the Supplier cannot agree on a Transition Plan at any time the RMS may prepare a Transition Plan which includes the obligations set out in this clause and details of any other assistance that it may require on termination or expiry of this Agreement.

**26.2 Transition Out Services - Compliance with Transition Plan**

The Supplier will provide the assistance as out services as set out in the Transition Plan and any other assistance as is necessary for an effective transition.



**26.3 Transition Out Services – No Charges**

The Supplier will provide the transition out services at no charge to RMS.

**26.4 Unwind Services**

- (a) At any time RMS may issue a Change request under clause 12 requesting the Supplier to provide Unwind Services for a period expiring no later than 6 months after the end of the Term, including any extension or holding-over (“the Unwind Period”).
- (b) Unwind Services are such services as RMS requests to achieve an orderly and staged transition of Services without interruption, from the Supplier to RMS or one or more parties nominated by RMS and include:
  - (i) the provision of all information and assistance as is reasonably necessary to assist RMS or another party to provide the Services or services like the Services to RMS or at RMS’s direction;
  - (ii) the provision of access to the Resources and personnel necessary for an effective transition, including resources required by RMS to perform the Services or services like the Services under this Agreement; and
  - (iii) such other assistance as may reasonably be requested by RMS.
- (c) If required by RMS the Supplier must, by the end of the Unwind Period or such earlier date as RMS may specify, cause a novation to RMS or one or more parties nominated by RMS, of the Supplier’s rights and obligations under any or all of its Third Party Agreements, as are necessary for the provision of the Services, on the terms specified by RMS.

**26.5 Identification of Resources**

If RMS so requests at any time, the Supplier must provide RMS with a list of Resources and Third Party Agreements necessary for the provision of the Services after the Term and such other information concerning such Resources and Third Party Agreements as RMS reasonably requires.

**26.6 Non-derogation**

- (a) The Supplier must carry on its business, and manage its Resources and Third Party Agreements consistently with and in the expectation that RMS will exercise its rights under this clause.
- (b) The Supplier must ensure that all Third Party Agreements are capable of being transferred, assigned or novated to RMS without payment of any transfer or termination fees, and that the relevant Third Party will consent to such transfer, assignment or novation.

- (c) The Supplier must not enter into any agreements, arrangements or understandings which contain obligations the purpose, or one of the purposes, of which is to avoid the Supplier's obligations under this clause.

## 26.7 Definitions

<b>Resources</b>	includes facilities, infrastructure, systems, equipment, software, procedures, processes and other resources, but excludes personnel;
<b>Third Party Agreements</b>	means all agreements that the Supplier enters into with a third party relating to the provision of services or Resources which are used by the Supplier solely to provide the Services under this Agreement.

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## 27 General

### 27.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

### 27.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

### 27.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

### 27.4 Remedies cumulative

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

### 27.5 Variation and waiver

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

### 27.6 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

**27.7 Construction**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

**27.8 Costs**

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this agreement and other related documentation except for stamp duty.

**27.9 Counterparts**

This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

**27.10 Governing law and jurisdiction**

This agreement is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

**27.11 Severability**

If any part or provision of this agreement is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of this agreement will continue to operate.

**27.12 Further assurance**

Each party agrees to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind the party and any other person intended to be bound under this agreement; and
- (b) to give effect to the intentions of the parties and the transactions contemplated by this agreement, including execution and delivery of documents and other instruments.

**27.13 Entire agreement**

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes any previous understandings or agreements on that subject matter.

## Schedule 1 - Dictionary

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### 1 Definitions

#### 1.1 Definitions

**Amount of the Consideration** means:

- (a) the amount of any payment in connection with a supply; and
- (b) in relation to non-monetary consideration in connection with a supply, the GST Exclusive Market Value of that consideration as reasonably determined by the party making the supply.

**Business Days** means a day other than a Saturday, Sunday, public holiday in Sydney or 24 or 31 December.

**Business Continuity Plan** means the plan for the continued supply of the Goods and the Services by the Supplier to RMS in the event of a Disaster Recovery Event.

**Change** is defined in clause 12.1 (Change request).

**Change of Control** occurs, in respect of an entity when:

- (a) a person who did not have Control of the entity at the Commencement Date acquires Control of the entity; or
- (b) a person who did have Control of the entity at the Commencement Date ceases to have Control of the entity.

**Change Notice** means a notice executed by the parties setting out an agreed Change and the variations to this agreement relating to that Change.

**Change Proposal** means a proposal issued by the Supplier detailing the variations which would be applicable to implement a Change.

**Charges** means the charges set out in Schedule 3 (Charges).

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Commencement Date** means the date identified in the Contract Details as the Commencement Date.

**Confidential Information** in relation to RMS means RMS Confidential Information and in relation to the Supplier means the Supplier Confidential Information.

**Consequential Loss** has the meaning given in clause 17.4 (Consequential Loss Definition).

**Contract Details** means the contract details set out at the front of this agreement.

**Control** of an entity includes the direct or indirect power to:

- (a) direct the management or policies of the entity; or
- (b) control the membership of the board of directors,

whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights, and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that corporation or otherwise.

**Controller** has the meaning it has in the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cwlth).

**Delivery Address** means the address specified in the Contract Details as the Delivery Address.

**Delivery Timeframe** means the timeframe for delivery of the Goods set out in Schedule 2 (Goods and Services).

**Disaster Recovery Event** means an event or disaster (including industrial action) outside the Supplier's control, interrupting the Supplier's supply of the Goods and the Services as defined in the Business Continuity Plan.

**Discloser** is defined in clause 14.1 (Disclosure of Confidential Information).

**Dispute** includes any dispute, controversy, difference or claim arising out of or in connection with this agreement or the subject matter of this agreement, including any question concerning its formation, validity, interpretation, performance, breach and termination.

**Documentation** means the documentation set out in Schedule 2 (Goods and Services) and all other documentation which, in RMS's reasonable opinion, is necessary to enable RMS to make full and proper use of the Goods.

**Early Termination Fee** means the fee calculated in accordance with the Contract Details.

**Excluded Information** means Information which:

- (a) is in or becomes part of the public domain otherwise than through breach of this agreement or an obligation of confidence owed to the Discloser; or
- (b) Recipient can prove was already known to it at the time of disclosure by the Discloser or its Representatives (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) Recipient acquires from a source other than the Discloser where such source is entitled to disclose the Information.

**Force Majeure Event** means any of the following causes provided that they are outside the reasonable control of the affected party and could not have been prevented or avoided by that party taking all reasonable steps:

- (a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;
- (b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;
- (c) act of public enemy, sabotage, malicious damage, terrorism or civil unrest;
- (d) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority; or
- (e) a labour dispute other than a labour dispute that only involves the party's personnel.

**Further Term** means the period identified in the Contract Details as the Further Term.

**General Terms** means the general terms set out in clauses 1 to 27 of this agreement, including the schedules.

**Goods** means all goods set out in Schedule 2 (Goods and Services).

**Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means the tax imposed by the GST Act and the related imposition Acts of the Commonwealth.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999*, as amended from time to time.

**GST Exclusive Market Value** has the meaning given to it in the GST Act.

**Initial Term** means the period identified in the Contract Details as the Initial Term.

**Information** means all information relating to or developed in connection with:

- (a) the business, technology or other affairs of the Discloser;
- (b) the Goods, the Services or this agreement;
- (c) any systems, technology, ideas, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including without limitation, computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property owned or used by, or licensed to, the Discloser.

**Infringement Claim** means any Claim which would, if true, involve a breach of a warranty under clause 16.2(c) or 16.2(d).

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it has had a Controller appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

**Input Tax Credit** has the meaning it has in the GST Act.

**Intellectual Property Rights** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Invoice Timing** means the timing for issue of invoices set out in the Contract Details.

**Moral Rights** means any moral rights including the rights described in Article 6bis of the *Berne Convention for Protection of Literary and Artistic Works 1886* (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute (including the *Copyright Act 1968 (Cwth)* or any other law of the Commonwealth of Australia), that exist or that may come to exist, anywhere in the world.

**Probity Event** has the meaning given to it by clause 20 (Conflict of Interest & Probity).

**Proof of Delivery** has the meaning given to it by clause 3.4 (Delivery).

**Receiver** includes a receiver or receiver and manager.

**Recipient** is defined in clause 14.1 (Disclosure of Confidential Information).

**Records** means records and documentation relating to this agreement (including Goods, Services, Service Levels, Service Credits and/or Charges).

**Rejection Notice** means a notice in accordance with clause 3.6 (Errors and Defects).

**Related Body Corporate** has the meaning it has in the Corporations Act.

**Relevant Offence** means any offence which:

- (a) involves an element of dishonesty or violence;
- (b) involves behaviour which is, in the reasonable opinion of RMS, inconsistent with the inherent requirements of the roles which the relevant person will be required to perform; or
- (c) an offence which RMS reasonably considers is of a nature that if a person who has been convicted of it were to perform services under this agreement would reflect adversely on the reputation of RMS or expose RMS to adverse public comment.

**Repair Location** means the location set out in the Contract Details as the Repair Location.

**Representative** of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer, contractor or sub-contractor of that party.

**RMS Confidential Information** means all Information disclosed (including inadvertently) by RMS or any of its Representatives in connection with this agreement, all Information disclosed by a third party which RMS is required to keep confidential and all Information created by the Supplier in the course of providing the Services or in respect of Intellectual Property Rights owned by RMS including:

- (a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of RMS or a third party to whom RMS owes an obligation of confidentiality;
- (b) information derived partly or wholly from the Information including without limitation any calculation, conclusion, summary and computer modelling; and
- (c) trade secrets or information which is capable of protection at law or equity as confidential information,

but excludes the Excluded Information.

**RMS IP** means Intellectual Property Rights owned by or licensed to RMS and made available to the Supplier or a Subcontractor for the purposes of the performance by the Supplier of its obligations under this agreement.

**RMS Representative** means the person identified the Contract Details as the RMS Representative, as varied by notice to the Supplier from time to time.



**Service Credits** means an amount calculated in accordance with Schedule 4 (Service Levels) in respect of the failure by the Supplier to meet one or more Service Levels in accordance with that Schedule.

**Service Levels** means the minimum performance levels set out in Schedule 4 (Service Levels).

**Services** means the services set out in Schedule 2 (Goods and Services) and all other services required to be provided by the Supplier under this agreement.

**Small and Medium Enterprises Policy** means the NSW Government's procurement policy from time to time concerning Small and Medium Enterprises.

**Specifications** means the specification for the Goods sets out in or annexed to Schedule 2 (Goods and Services).

**Subcontractor** means subcontractors of the Supplier

**Supplier Confidential Information** means all Information, other than RMS Confidential Information, disclosed to RMS by the Supplier or any Representative of the Supplier for or in connection with this agreement including:

- (a) information which, either orally or in writing, is designated or indicated as being the property or confidential information of the Supplier;
- (b) information derived partly or wholly from the Information including without limitation any calculation, conclusion, summary and computer modelling; and
- (c) trade secrets and information which is capable of protection at law or equity as confidential information,

but excludes the Excluded Information.

**Supplier IP** means Intellectual Property Rights owned by or licensed to the Supplier or a Subcontractor for the provision of Goods and Services to RMS

**Supplier Liability Cap** means the Supplier liability cap set out in the Contract Details.

**Supplier Personnel** means employees, partners, agents and sub-contractors (including employees of sub-contractors) of the Supplier.

**Supplier Representative** mean the person identified in the Contract Details as the Supplier Representative, as varied by notice to RMS from time to time.

**Tax Invoice** has the meaning given to it in the GST Act.

**Taxes** means taxes, levies, imposts, charges and duties (including, stamp and transaction duties) imposed by any Government Agency, together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the overall net income of RMS, but excluding GST.

**Term** means the period commencing from the Commencement Date and ending on the date that this agreement is terminated or expires.

**Tested Goods** means the model or sample of goods which was provided to RMS for testing purpose as a representation of the Goods, if any.

**Use** means to load, run, execute, display, distribute, copy, perform or access.

**Warranty Period** means the periods set out in the Contract Details.

## 1.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) **(variation or replacement)** a document (including this agreement) includes any variation or replacement of it;
- (b) **(clauses, annexures, schedules and attachments)** a clause, Schedule, Annexure or Attachment is a reference to a clause in, or a Schedule, Annexure or Attachment to, this agreement;
- (c) **(references to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** 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);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors and substitutes (including, persons taking by novation) and assigns;
- (h) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (i) **(dollars)** an amount of money is a reference to the lawful currency of Australia;
- (j) **(calculation of time)** 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;
- (k) **(reference to a day)** 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;

- (l) **(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;
- (m) **(next day)** if an act under this agreement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day; and
- (n) **(time of day)** time is a reference to Sydney time.

### 1.3 Headings

Headings are included for convenience only and are not to affect the interpretation of this agreement.

## Schedule 2 - Goods and Services

### **2.1 Description of Goods and/or Services**

*Refer to Request for Proposals Part B*

### **2.2 Specifications**

*Refer to Request for Proposals Part B*

### **2.3 Timetable**

*Refer to Request for Proposals Part B*

## Schedule 3 - Charges

*Refer to Request for Proposal Returnable Schedule 7*

## Schedule 4 - Service Levels

*Refer to Request for Proposals Part B*

## Attachment A - Contractor Statement Template

**NOTE:** this form is available online at

<http://www.rta.nsw.gov.au/publicationsstatisticsforms/downloads/45062893.pdf>

### Contractor Statement

Payment of Workers, Worker's Compensation Premiums & Payroll Tax



This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (see Notes 1 & 5 overleaf).  
RMS is entitled to withhold payment until this Statement is provided (see Note 2).

Workers Compensation Insurance Certificate of Currency for the work period in question. Unless the contractor is exempt



#### Details

Contractor's Legal Name	<input type="text"/>	
Contractor's Trading / Business Name	<input type="text"/>	
Contractor's ABN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Contractor's ACN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's Address	<input type="text"/>	
Name or description of Contract or Works	<input type="text"/>	
Period of Work this Statement applies to (see Note 3)	From <input type="text"/>	To <input type="text"/>
Invoice or Payment Claim Numbers this applies to	<input type="text"/>	
Invoice or Payment Claim Dates this Statement applies to	<input type="text"/>	

#### Statement Validity Period

This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (see Notes 3 & 4).

#### Declaration

Tick one in each row

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

• All workers engaged by the Contractor in respect of the works have been paid (see Note 6);	
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or	<input type="checkbox"/>
• the Contractor is an exempt employer for workers compensation purposes (see Note 7);	<input type="checkbox"/>
• The Contractor is registered as an employer under the Payroll Tax Act 2007 and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>
• the Contractor is not required to be registered;	<input type="checkbox"/>
• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>
• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	<input type="checkbox"/>
• I am authorised to make this declaration and I am in a position to know the truth of its contents	

Signature of Authorised Person

Name of Signatory (print)

Date

Position / Job Title of Signatory (print - see Note 4)

(see Notes on page 2)

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Workers Compensation Insurance Certificate of Currency for the work period in question. Unless the contractor is exempt

#### Notes

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "RMS" respectively to avoid confusion.
2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:
  - a. All workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid; and
  - b. all remuneration payable to relevant employees for work under the contract has been paid; and
  - c. all payroll tax payable relating to the work undertaken has been paid.
3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.
4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).
5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).
6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.
7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

#### Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS.  
Generic versions of this Statement for non-RMS use can be obtained at:  
[http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor\\_statement\\_form.pdf](http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf); or  
<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

#### Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

#### Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

#### Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes.

For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rmpt59.pdf>, visit the WorkCover website [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au), Office of State Revenue website [www.osr.nsw.gov.au](http://www.osr.nsw.gov.au), or the Office of Industrial Relations, Department of Commerce website [www.commerce.nsw.gov.au](http://www.commerce.nsw.gov.au). Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

**NOTE:** this form is available online at  
<http://www.rta.nsw.gov.au/publicationsstatisticsforms/downloads/45062893.pdf>



## Attachment B - Insurance Policy Requirements

See Contract Details section for the required insurance amounts			
TYPES OF INSURANCES	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	STATE IF REQUIRED
Broadform Public Liability and Product Liability	Annually for the duration of the contract plus the duration of any warranty or maintenance periods.	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) is governed by the law of New South Wales and subject to Australian jurisdictions as defined in clause 2 of the Definitions and Notes below; (c) lists RMS as an additional named insured; and (d) includes a cross liability clause as defined in clause 3 of the Definitions and Notes below.	Required if selected in the Contract Details
Motor Vehicle Comprehensive or Third Party Property Damage	Annually for the duration of the contract.	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) covers motor vehicles owned or used by the Contractor or its subcontractors directly or indirectly engaged in performance of the Services; and (c) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below;.	Required if selected in the Contract Details
Professional Indemnity	From time contract is awarded to completion of the contract  plus 6 years following completion of the contract  The Insurance can be taken out as annual covers where the cover is to include a retroactive date being the commencement date of the contract	(a) Is an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) a description of the risk covered by the policy; (c) one automatic restatement per period of insurance; and (d) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below.	Required if selected in the Contract Details
Workers Compensation	Annually.	As per relevant Workers Compensation legislation.	Required if selected in the Contract Details
Fire and Extraneous Perils including Accidental Damage, Burglary, Theft and Transit Insurance (or	Annually for the duration of the contract	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) Is governed by the law of New South Wales and subject to Australian jurisdictions as defined in clause 2 of the Definitions and Notes below; and (c) lists the Service Provider and all subcontractors for their respective rights, interests and liabilities as named	Required if selected in the Contract Details

See Contract Details section for the required insurance amounts			
TYPES OF INSURANCES	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	STATE IF REQUIRED
similar Industrial Special Risks Insurance) whilst in the care, custody and control of the Service Provider.		insureds.	
Personal Accident & Illness	Minimum of 104 weeks		Required if selected in the Contract Details
Definitions & Notes			
1	Approved Insurer means (a) An Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia; (b) Lloyds Underwriters; (c) A Treasury Managed Fund insurance scheme with the NSW State Government; or (d) The Comcover insurance scheme for the Australian Federal Government. Note that where the insurance risk is insured by a insurer not listed in Note 1(a) or 1(b) then a ‘fronting’ placement is acceptable from an insurer listed in Note 1(a) or 1(b).		
2	Insurances policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.		
3	A Cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit under the policy		
4	References in this Insurance Schedule to the “contractor” and the “contract” are to be interpreted to harmonise with the terminology used in the contract in which this Insurance Schedule is used (eg “Service Provider” and “Agreement” or as the case may be).		

## 1.7 Execution of Proposal

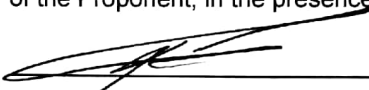
Please complete the following form as a Proponent responding as a single entity, or as the prime contractor if the Proponent is part of a consortium.

### UNDERTAKING BY PROPONENT


I, Stephen Thammiah of [REDACTED] (the **Authorised Representative**) certify as the date of the submission of this Proposal that:

- (a) I hold the position of Managing Director and am duly authorised by Novation Engineering Pty Ltd (ABN: 50608485409) set out herein;
- (b) except as specified in the Proponent's response to Paragraph 1.3(b) of Returnable Schedule 1, no actual or potential Conflict of Interest exists in relation to the Proponent's participation in the RFP Process;
- (c) the Proponent and its related bodies corporate have not and will not engage in conduct which is collusive, anti-competitive, corrupt and/or unethical in connection with the RFP process;
- (d) the Proponent agrees to be bound by the provisions of the RFP; and
- (e) the Proponent represents, warrants and undertakes that:
  - (i) the information in this Proposal is true, accurate and complete and not misleading; and
  - (ii) the Proponent is aware of, and will comply with, the requirements of the Goods and Services Procurement Policy Framework For NSW Government Agencies.

**SIGNED** for and on behalf of the Proponent by its Authorised Representative, who warrants by his/her execution that he/she has all necessary authority to sign this document for and on behalf of the Proponent, in the presence of:

  
\_\_\_\_\_  
Signature of Witness

Fernando Garza  
Name of Witness

  
\_\_\_\_\_  
Signature of Authorised Representative

Managing Director  
Position

30<sup>th</sup> August 2018  
Date

**NOVATION ENGINEERING PTY LTD**  
**ABN 50 608 485 409**  
**ANNUAL FINANCIAL REPORT**  
**FOR THE YEAR ENDED 30 JUNE 2017**

**Novation Engineering Pty Ltd**

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**Novation Engineering Pty Ltd  
Trading Profit & Loss Statement  
For The Year Ended 30 Jun 2017**

	FY 2017 \$	FY 2016 \$
<b><u>Income</u></b>		
Sale	730,130	314,286
<b><u>Cost of sales</u></b>		
Goods purchase	<u>136,209</u>	<u>12,857</u>
<b><u>Gross trading profit</u></b>	<b>593,921</b>	<b>301,429</b>
Interest income	<u>1,393</u>	<u>347</u>
	<b>595,313</b>	<b>301,776</b>
<b><u>Expenses</u></b>		
Advertising	268	0
Bank charges	108	0
Client disbursement	144	0
Govt charges	160	0
Home office	1,884	133
Interest	862	49
Legal & accounting	1,560	0
Motor vehicle expenses	2,125	3,800
Postage & stationery	346	0
Replacement	16,942	63
Salary & wages	133,947	80,500
Telcomm	1,006	116
Travel & accommodation	<u>5,240</u>	<u>4,281</u>
<b>Total Expenses</b>	<b>164,593</b>	<b>88,942</b>
<b>Net Operating Profit</b>	<b>430,721</b>	<b>212,834</b>
Tax	118,448	60,658
Less tax offset	0	0
Less PAYGI instalment credit	<u>0</u>	<u>0</u>
<b>Net Payable</b>	<b>118,448</b>	<b>60,658</b>

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This statement should be read in conjunction with the attached compilation report.

**Novation Engineering Pty Ltd**  
**Balance Sheet**  
**As at 30<sup>th</sup> June 2017**

		FY 2017 \$	FY 2016 \$
	Note		
<b>Current Assets</b>			
Cash at bank		603,941	303,812
Cash on hand		<u>0</u>	<u>0</u>
		603,941	303,812
<b>Non- Current Assets</b>			
Property, plants & equipment	2	0	0
<b>Total Assets</b>		<u>603,941</u>	<u>0</u>
<b>Current Liabilities</b>			
Trade creditors		0	0
Other liabilities	3	<u>199,160</u>	<u>84,327</u>
		199,160	84,327
<b>Non- Current Liabilities</b>			
Other liabilities	4	0	67,307
<b>Total Liabilities</b>		<u>199,160</u>	<u>151,634</u>
<b>Net Assets</b>		404,781	152,178
<b>Shareholders' Equity</b>			
Share capital	4	1	1
Retained earnings	5	<u>404,780</u>	<u>152,177</u>
<b>Total Shareholders' Equity</b>		404,781	152,178

This statement should be read in conjunction with the attached compilation report.

**Novation Engineering Pty Ltd  
Notes to the Financial Statements  
For the Year Ended 30 June 2017**

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**1. Statement of Significant Accounting Policies**

The directors have determined that the company is not a reporting entity. As such the financial statements are special purpose financial statements prepared for use solely by directors and members of the company.

The financial report has been prepared in accordance with the significant accounting policies below, which the directors have determined are appropriate to meet the needs of members. Such accounting policies are consistent with the previous period unless stated otherwise.

The financial statements have been prepared on an accruals basis and are based on historical costs unless otherwise stated in the notes. The accounting policies that have been adopted in the preparation of the statement are as follow:

**(a) Cash and Cash Equivalents**

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term, highly liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities on the balance sheet.

**(b) Employee Benefits**

Provisions for annual leave and long service leave arising from employee services rendered are recognised and have been measured at the amount expected to be paid when the liability is settled, plus related on-costs.

**(c) Property, Plant & Equipment**

Property, plant and equipment are carried at cost, or at valuation. All assets, excluding freehold land and buildings held for investment, are depreciated over their useful lives to the company.

The depreciable amount of property, plant and equipment (excluding freehold land) is depreciated on a straight-line basis or diminishing basis as applicable. Depreciation commences from the time the asset is available for its intended use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

The depreciation rates used for each class of depreciable asset are:

Buildings	10%
Plant and machinery	5–30%
Leased equipment	25%



**Novation Engineering Pty Ltd**  
**Notes to the Financial Statements**  
**For the Year Ended 30 June 2017**

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The carrying value of plant and equipment is reviewed annually by the directors to ensure it is not more than the recoverable amount. The recoverable amount is assessed based on the expected net cash flows that will be received from the asset's deployment and subsequent disposal. The expected net cash flows have not been discounted in determining recoverable amount.

**(d) Borrowings**

Secured and unsecured loans have been obtained. While some loans are interest free, these have not been discounted to present values. Carrying amount therefore represent amounts expected to be repaid at settlement. Unsecured loans are repayable at call and therefore presented as current liabilities.

**(e) Intangibles**

Goodwill is recorded at the amount by which the purchase price for a business combination exceeds the fair value attributed to the interest in the net fair value of identifiable assets, liabilities and contingent liabilities acquired at date of acquisition.

Gains and losses on the disposal of a business include the carrying amount of goodwill relating to the business sold.

**(f) Revenue and Other Income**

Revenue is measured at the value of the consideration received or receivable after taking into account any trade discounts and volume rebate allowed. For this purpose, deferred consideration is not discounted to present values when recognising revenue.

Interest revenue is recognised using the effective interest rate method, which for floating rate financial assets is the rate inherent in the instrument.

Dividend revenue is recognised when the right to receive a dividend has been established.

All revenue is stated net of the amount of goods and services tax (GST)

**(g) Trade Payables**

Trade payables are recognised at their transaction price. Trade payables are obligations based on normal credit terms and do not bear interest.

**(h) Goods and Services Tax (GST)**

Revenue, expenses and assets are recognised net of the amount of GST, except where the amount of GST is not recoverable from the Australian Tax Office (ATO). In these circumstances, the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the balance sheet are shown inclusive of GST.

**Novation Engineering Pty Ltd**  
**Notes to the Financial Statements (continue)**  
**For the Year Ended 30 June 2017**

	FY 2017	FY 2016
	\$	\$
<b>2. Property, plant &amp; equipment</b>		
Office equipment at cost	0	0
Less: accumulated depreciation	0	0
Motor vehicle at cost	0	0
Less: accumulated depreciation	0	0
	<u>0</u>	<u>0</u>
<b>3. Current liabilities- other</b>		
Income tax payable	118,448	60,658
PAYGI instalment	0	0
GST collected	55,971	23,670
GST paid	(7,406)	0
PAYG withheld	32,147	0
	<u>199,160</u>	<u>84,327</u>
<b>4. Non-current liabilities- other</b>		
Loan from directors	0	67,307
<b>5. Share Capital Issued</b>		
1 ordinary shares of \$1	1	1
<b>6. Retained Earnings</b>		
Retained earnings at start of year	152,177	0
Current year earnings	312,273	152,177
Dividend paid	(59,669)	0
	<u>404,780</u>	<u>152,177</u>

This statement should be read in conjunction with the attached compilation report

**Novation Engineering Pty Ltd****Directors' Declaration**

---

The directors have determined that the company is not a reporting entity. The directors have determined that this special purpose financial report should be prepared in accordance with the accounting policies outlined in Note 1 to the financial statements.

The directors of the company declare that:

1. The financial statements and notes, as set out in the accompanying report presents fairly the company's financial position as at 30 June 2017 and its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements; and
2. At the date of this statement, in the directors' opinion there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board of Directors.

**Director**

  
.....  
Stephen Alan Thammiah

**Dated**

15 / 8 / 18  
.....

### Compilation Report to Novation Engineering Pty Ltd

---

We have compiled the accompanying special purpose financial statements of Novation Engineering Pty Ltd which comprise the balance sheet as at 30 June 2017, the income statement for the year then ended a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is to provide information relating to the function and any operations of the company that satisfies the information needs of the Directors.

#### The Responsibility of Directors

The directors are solely responsible for the information contained in the special purpose financial statements and have determined that the significant accounting policies adopted as set out in Note 1 to the financial statements are appropriate to meet their needs.

#### Our Responsibility

Based on information provided by the directors, we have compiled the accompanying special purpose financial statements in accordance with the significant accounting policies adopted as set out in Note 1 to the financial statements and APES 315 "Compilation of Financial Information".

Our procedures use accounting expertise to collect, classify and summarise the financial information, which the directors provided, in compiling the financial statements. Our procedures do not include verification or validation procedures. No audit or review has been performed and accordingly no assurance is expressed.

The special purpose financial statements were compiled exclusively for the benefit of the directors of the company. We do not accept liability for any other person for the contents of the special purpose financial statements.

The special purpose financial report was prepared for the benefit of the directors and members of Novation Engineering Pty Ltd and the purpose identified above. We do not accept responsibility to any other person for the contents of this special purpose financial report.

Tanman Associates  
6 Doheny Close, Baulkham Hills NSW 2153

Sylvester Tan CPA

Dated .....

**Company:** NOVATION ENGINEERING PTY LTD  
ABN 50 608 485 409

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**Minutes of:** Resolutions, determinations and matters at Joint Meeting attended to by the *Directors and Members* of the company.

**Held on:** 15 August 2018

**At:** 21 Stanford Circuit, Rouse NSW 2155

**Financial Report 2017:** The Chairman tabled the Financial Report of the Company for the financial year ended 30 June 2017 and read the Directors' Declaration regarding the Financial Report.

RESOLVED that:

- Directors' Declaration be received
- Financial Report be adopted as tabled.

**Dividend:** The director recommended payment of \$59,669 per share of fully franked dividend.

RESOLVED that the recommendation be approved.

**Auditor:** RESOLVED that the Financial Report not be audited.

**Notice of Joint Meeting:** Written notice to members regarding this meeting, as required under the Corporations Law, was delivered to all members. Copies are attached to these minutes.

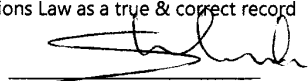
Noted: notice of the meeting having been delivered and all members being present, compliance with the required notice period for the calling of a joint meeting of directors and members to consider the passing of a general resolution is not necessary.

**Conclusion:** There being no further business, the meeting concluded.

**Confirmed:** As a correct record of proceedings.

Signed in accordance with Section 251A of the Corporations Law as a true & correct record

Sign



Name

Stephen Thammiah

Date

15/8/18

NOVAT C FY17 Joint Mtg Mnt 2018 Aug 15.docx

## NOVATION ENGINEERING PTY LTD

ABN 50 608 485 409

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JOINT MEETING TO CONSIDER RESOLUTIONS

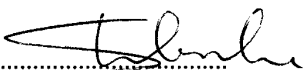
To: Per distribution list

NOTICE IS HEREBY GIVEN that Joint Meeting of Novation Engineering Pty Ltd will be held at [REDACTED] on 15 August 2018 at 12 noon.

## Business:

1. That the company consider and accept the Financial Report for the financial year ended 30<sup>th</sup> June 2017 along with the Directors' Declaration.
2. Any other business lawfully brought forward.

By Order of the Board

  
.....  
Secretary

15 August 2018

Distribution List  
Stephen A Thammiah

**Company:** NOVATION ENGINEERING PTY LTD  
ABN 50 608 485 409

---

**Minutes of:** Resolutions, determinations and matters at Meeting attended to by the *Directors*.

**Held on:** 15 August 2018

**At:** [REDACTED]

**Financial Report 2017:** Financial report of the Company for year ended 30/06/2017 was tabled.  
RESOLVED to adopt the financial report as tabled.

**Company Tax Return 2017:** Financial year tax return was tabled.

**Company's Solvency:** RESOLVED that there are reasonable grounds to believe that the company would be able to pay its debts as and when they become due and payable.

**Directors' Declaration:** RESOLVED that:


- Directors' Declaration for 30/06/2017 be adopted as tabled.
- The report be signed by both directors.

**Dividend:** The directors recommend payment of \$59,669 per share of fully franked dividend.

**Conclusion:** There being no further business, the meeting concluded.

**Confirmed:** As a correct record of proceedings.

Signed in accordance with Section 251A of the  
Corporations Law as a true & correct record

Sign   
Name Stephen Thammiah  
Date 15/8/18

**NOVATION ENGINEERING PTY LTD**  
**ABN 50 608 485 409**  
**ANNUAL FINANCIAL REPORT**  
**FOR THE YEAR ENDED 30 JUNE 2017**



**Novation Engineering Pty Ltd**

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**Novation Engineering Pty Ltd  
Trading Profit & Loss Statement  
For The Year Ended 30 Jun 2017**

	FY 2017 \$	FY 2016 \$
<b><u>Income</u></b>		
Sale	730,130	314,286
<b><u>Cost of sales</u></b>		
Goods purchase	<u>136,209</u>	<u>12,857</u>
<b><u>Gross trading profit</u></b>	<b>593,921</b>	<b>301,429</b>
Interest income	<u>1,393</u>	<u>347</u>
	<b>595,313</b>	<b>301,776</b>
<b><u>Expenses</u></b>		
Advertising	268	0
Bank charges	108	0
Client disbursement	144	0
Govt charges	160	0
Home office	1,884	133
Interest	862	49
Legal & accounting	1,560	0
Motor vehicle expenses	2,125	3,800
Postage & stationery	346	0
Replacement	16,942	63
Salary & wages	133,947	80,500
Telcomm	1,006	116
Travel & accommodation	<u>5,240</u>	<u>4,281</u>
<b>Total Expenses</b>	<b>164,593</b>	<b>88,942</b>
<b>Net Operating Profit</b>	<b>430,721</b>	<b>212,834</b>
Tax	118,448	60,658
Less tax offset	0	0
Less PAYGI instalment credit	<u>0</u>	<u>0</u>
<b>Net Payable</b>	<b>118,448</b>	<b>60,658</b>

---

This statement should be read in conjunction with the attached compilation report.

**Novation Engineering Pty Ltd**  
**Balance Sheet**  
**As at 30<sup>th</sup> June 2017**

		FY 2017 \$	FY 2016 \$
	Note		
<b>Current Assets</b>			
Cash at bank		603,941	303,812
Cash on hand		<u>0</u>	<u>0</u>
		603,941	303,812
<b>Non- Current Assets</b>			
Property, plants & equipment	2	0	0
<b>Total Assets</b>		<u>603,941</u>	<u>0</u>
<b>Current Liabilities</b>			
Trade creditors		0	0
Other liabilities	3	<u>199,160</u>	<u>84,327</u>
		199,160	84,327
<b>Non- Current Liabilities</b>			
Other liabilities	4	0	67,307
<b>Total Liabilities</b>		<u>199,160</u>	<u>151,634</u>
<b>Net Assets</b>		404,781	152,178
<b>Shareholders' Equity</b>			
Share capital	4	1	1
Retained earnings	5	<u>404,780</u>	<u>152,177</u>
<b>Total Shareholders' Equity</b>		404,781	152,178

This statement should be read in conjunction with the attached compilation report.

**Novation Engineering Pty Ltd  
Notes to the Financial Statements  
For the Year Ended 30 June 2017**

---

**1. Statement of Significant Accounting Policies**

The directors have determined that the company is not a reporting entity. As such the financial statements are special purpose financial statements prepared for use solely by directors and members of the company.

The financial report has been prepared in accordance with the significant accounting policies below, which the directors have determined are appropriate to meet the needs of members. Such accounting policies are consistent with the previous period unless stated otherwise.

The financial statements have been prepared on an accruals basis and are based on historical costs unless otherwise stated in the notes. The accounting policies that have been adopted in the preparation of the statement are as follow:

**(a) Cash and Cash Equivalents**

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term, highly liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities on the balance sheet.

**(b) Employee Benefits**

Provisions for annual leave and long service leave arising from employee services rendered are recognised and have been measured at the amount expected to be paid when the liability is settled, plus related on-costs.

**(c) Property, Plant & Equipment**

Property, plant and equipment are carried at cost, or at valuation. All assets, excluding freehold land and buildings held for investment, are depreciated over their useful lives to the company.

The depreciable amount of property, plant and equipment (excluding freehold land) is depreciated on a straight-line basis or diminishing basis as applicable. Depreciation commences from the time the asset is available for its intended use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

The depreciation rates used for each class of depreciable asset are:

Buildings	10%
Plant and machinery	5–30%
Leased equipment	25%

**Novation Engineering Pty Ltd**  
**Notes to the Financial Statements**  
**For the Year Ended 30 June 2017**

---

The carrying value of plant and equipment is reviewed annually by the directors to ensure it is not more than the recoverable amount. The recoverable amount is assessed based on the expected net cash flows that will be received from the asset's deployment and subsequent disposal. The expected net cash flows have not been discounted in determining recoverable amount.

**(d) Borrowings**

Secured and unsecured loans have been obtained. While some loans are interest free, these have not been discounted to present values. Carrying amount therefore represent amounts expected to be repaid at settlement. Unsecured loans are repayable at call and therefore presented as current liabilities.

**(e) Intangibles**

Goodwill is recorded at the amount by which the purchase price for a business combination exceeds the fair value attributed to the interest in the net fair value of identifiable assets, liabilities and contingent liabilities acquired at date of acquisition.

Gains and losses on the disposal of a business include the carrying amount of goodwill relating to the business sold.

**(f) Revenue and Other Income**

Revenue is measured at the value of the consideration received or receivable after taking into account any trade discounts and volume rebate allowed. For this purpose, deferred consideration is not discounted to present values when recognising revenue.

Interest revenue is recognised using the effective interest rate method, which for floating rate financial assets is the rate inherent in the instrument.

Dividend revenue is recognised when the right to receive a dividend has been established.

All revenue is stated net of the amount of goods and services tax (GST)

**(g) Trade Payables**

Trade payables are recognised at their transaction price. Trade payables are obligations based on normal credit terms and do not bear interest.

**(h) Goods and Services Tax (GST)**

Revenue, expenses and assets are recognised net of the amount of GST, except where the amount of GST is not recoverable from the Australian Tax Office (ATO). In these circumstances, the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the balance sheet are shown inclusive of GST.

**Novation Engineering Pty Ltd**  
**Notes to the Financial Statements (continue)**  
**For the Year Ended 30 June 2017**

	FY 2017	FY 2016
	\$	\$
<b>2. Property, plant &amp; equipment</b>		
Office equipment at cost	0	0
Less: accumulated depreciation	0	0
Motor vehicle at cost	0	0
Less: accumulated depreciation	0	0
	0	0
<b>3. Current liabilities- other</b>		
Income tax payable	118,448	60,658
PAYGI instalment	0	0
GST collected	55,971	23,670
GST paid	(7,406)	0
PAYG withheld	32,147	0
	199,160	84,327
<b>4. Non-current liabilities- other</b>		
Loan from directors	0	67,307
<b>5. Share Capital Issued</b>		
1 ordinary shares of \$1	1	1
<b>6. Retained Earnings</b>		
Retained earnings at start of year	152,177	0
Current year earnings	312,273	152,177
Dividend paid	(59,669)	0
	404,780	152,177

This statement should be read in conjunction with the attached compilation report

**Novation Engineering Pty Ltd****Directors' Declaration**

---

The directors have determined that the company is not a reporting entity. The directors have determined that this special purpose financial report should be prepared in accordance with the accounting policies outlined in Note 1 to the financial statements.

The directors of the company declare that:

1. The financial statements and notes, as set out in the accompanying report presents fairly the company's financial position as at 30 June 2017 and its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements; and
2. At the date of this statement, in the directors' opinion there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board of Directors.

**Director**

  
.....  
Stephen Alan Thammiah

**Dated**

15 / 8 / 18  
.....

### Compilation Report to Novation Engineering Pty Ltd

---

We have compiled the accompanying special purpose financial statements of Novation Engineering Pty Ltd which comprise the balance sheet as at 30 June 2017, the income statement for the year then ended a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is to provide information relating to the function and any operations of the company that satisfies the information needs of the Directors.

#### The Responsibility of Directors

The directors are solely responsible for the information contained in the special purpose financial statements and have determined that the significant accounting policies adopted as set out in Note 1 to the financial statements are appropriate to meet their needs.

#### Our Responsibility

Based on information provided by the directors, we have compiled the accompanying special purpose financial statements in accordance with the significant accounting policies adopted as set out in Note 1 to the financial statements and APES 315 "Compilation of Financial Information".

Our procedures use accounting expertise to collect, classify and summarise the financial information, which the directors provided, in compiling the financial statements. Our procedures do not include verification or validation procedures. No audit or review has been performed and accordingly no assurance is expressed.

The special purpose financial statements were compiled exclusively for the benefit of the directors of the company. We do not accept liability for any other person for the contents of the special purpose financial statements.

The special purpose financial report was prepared for the benefit of the directors and members of Novation Engineering Pty Ltd and the purpose identified above. We do not accept responsibility to any other person for the contents of this special purpose financial report.

Tanman Associates  


Sylvester Tan CPA

Dated .....



**Company:** NOVATION ENGINEERING PTY LTD  
ABN 50 608 485 409

**Minutes of:** Resolutions, determinations and matters at Joint Meeting attended to by the *Directors and Members* of the company.

**Held on:** 15 August 2018

**At:** [REDACTED]

**Financial Report 2017:** The Chairman tabled the Financial Report of the Company for the financial year ended 30 June 2017 and read the Directors' Declaration regarding the Financial Report.

RESOLVED that:

- Directors' Declaration be received
- Financial Report be adopted as tabled.

**Dividend:** The director recommended payment of \$59,669 per share of fully franked dividend.

RESOLVED that the recommendation be approved.

**Auditor:** RESOLVED that the Financial Report not be audited.

**Notice of Joint Meeting:** Written notice to members regarding this meeting, as required under the Corporations Law, was delivered to all members. Copies are attached to these minutes.

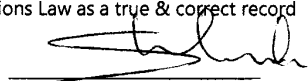
Noted: notice of the meeting having been delivered and all members being present, compliance with the required notice period for the calling of a joint meeting of directors and members to consider the passing of a general resolution is not necessary.

**Conclusion:** There being no further business, the meeting concluded.

**Confirmed:** As a correct record of proceedings.

Signed in accordance with Section 251A of the Corporations Law as a true & correct record

Sign



Name

Stephen Thammiah

Date

15/8/18

NOVAT C FY17 Joint Mtg Mnt 2018 Aug 15.docx

## NOVATION ENGINEERING PTY LTD

ABN 50 608 485 409

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JOINT MEETING TO CONSIDER RESOLUTIONS

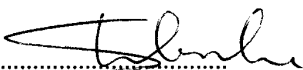
To: Per distribution list

NOTICE IS HEREBY GIVEN that Joint Meeting of Novation Engineering Pty Ltd will be held at [REDACTED] on 15 August 2018 at 12 noon.

## Business:

1. That the company consider and accept the Financial Report for the financial year ended 30<sup>th</sup> June 2017 along with the Directors' Declaration.
2. Any other business lawfully brought forward.

By Order of the Board

  
.....  
Secretary

15 August 2018

Distribution List  
Stephen A Thammiah

**Company:** NOVATION ENGINEERING PTY LTD  
ABN 50 608 485 409

---

**Minutes of:** Resolutions, determinations and matters at Meeting attended to by the *Directors*.

**Held on:** 15 August 2018

**At:** [REDACTED]

**Financial Report 2017:** Financial report of the Company for year ended 30/06/2017 was tabled.  
RESOLVED to adopt the financial report as tabled.

**Company Tax Return 2017:** Financial year tax return was tabled.

**Company's Solvency:** RESOLVED that there are reasonable grounds to believe that the company would be able to pay its debts as and when they become due and payable.

**Directors' Declaration:** RESOLVED that:


- Directors' Declaration for 30/06/2017 be adopted as tabled.
- The report be signed by both directors.

**Dividend:** The directors recommend payment of \$59,669 per share of fully franked dividend.

**Conclusion:** There being no further business, the meeting concluded.

**Confirmed:** As a correct record of proceedings.

Signed in accordance with Section 251A of the  
Corporations Law as a true & correct record

Sign   
Name Stephen Thammiah  
Date 15/8/18

## INTERNATIONAL ROAD DYNAMICS INC.

www.irdinc.com



**We make  
highways  
talk™**

- **MANAGEMENT**
- **SAFETY**
- **PRESERVATION**

International Road Dynamics Inc. develops and maintains traffic management products and systems technology that make highways talk. What are they saying? They are providing information that roadway administrators need to manage traffic, preserve infrastructure and provide safety warnings to drivers.

IRD's multi-discipline, innovative and customer-focused team is expert in advanced technologies, advanced traffic solutions and custom-designed systems.



**CUSTOMER  
DRIVEN™**

AUGUST 2016, REV D  
PRINTED IN CANADA

## SAW Series III

### Portable Wheel Load Weighers

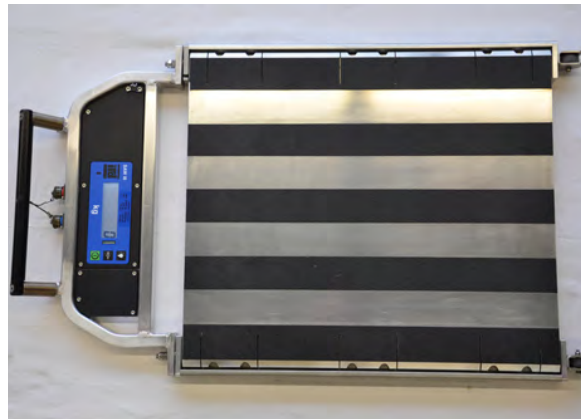
### Metric Models (Display in kg)

#### FEATURES

- Low profile for easy access
- Lightweight and easy to handle
- Rugged design for long service life
- Corrosion resistant materials
- Large backlit LCD
- Ergonomic, flexible handle
- Anti-slide tapes
- Approved for weight enforcement
- Record and print wheel loads and axle loads (via RS 232)

#### NEW Series III Features:

- Wheels to simplify maneuverability
- Single NiMH battery pack
- Battery status display bar
- Improved charge cycle (2 hours)
- Charge control LED indicators
- IP 65 rated interface connectors
- Faster analog-to-digital converter for higher output rate
- New Zero-Setting function
- Bluetooth® compatible



SAW Series III (10C Model shown)



#### APPLICATIONS AND BENEFITS

- Weighing trucks and transport vehicles in road transport, construction, agriculture, forestry and waste disposal
- Weighing vehicles to avoid overload fines
- Aviation weighing for aircraft weight and balance
- For stability tests on special vehicles such as fork lift trucks, also for measurement of outrigger loads on access platforms and smaller cranes
- EC Approved - OIML R 76, and CE certificates of conformity

IRD products and components are protected by one or more worldwide patents and/or trademarks. IRD reserves the right to change, modify, or improve its products at any time without notice.

# SAW Series III Wheel Load Weighers

## Technical Data

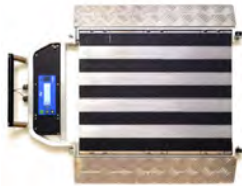
### SPECIFICATIONS

Model	SAW 10A/III Aluminum	SAW 10C/III Aluminum	SAW 15C/III Aluminum
Capacity	10 t	10 t	15 t
Active Weighing Surface (width x length in traffic direction)	400 mm x 382 mm	560 mm x 382 mm	560 mm x 382 mm
Dimensions (width x length x height)	737 mm x 518 mm x 41 mm	858 mm x 518 mm x 39 mm	858 mm x 518 mm x 39 mm
Weight	15.6 kg	20.2 kg	20.2 kg
Digital Graduation Value	20 kg	50 kg	50 kg
Accuracy OIML	±10 kg (up to 1 t) ±20 kg (1 t to 4 t) ±30 kg (4 t to 10 t)	±25 kg (up to 2.5 t) ±50 kg (2.5 t to 10 t)	±25 kg (up to 2.5 t) ±50 kg (2.5 t to 10 t) ±75 kg (10 t to 15 t)
Certified Temperature Range	-20 °C/+40 °C	-20 °C/+40 °C	-20 °C/+40 °C
Interface/Connectors	RS 232 Cannon bayonet IP65	RS 232 Cannon bayonet IP65	RS 232 Cannon bayonet IP65
Power Supply NiMH battery pack	Rechargeable battery pack	Rechargeable battery pack	Rechargeable battery pack
Estimated Battery Life	16 hours (LCD backlight on) 25 hours (LCD backlight off)	14 hours (LCD backlight on) 25 hours (LCD backlight off)	14 hours (LCD backlight on) 25 hours (LCD backlight off)

### ACCESSORIES AND OPTIONS



Connecting cable for  
axle weighing



Access ramps



Charging cable



Bluetooth module

The Bluetooth® word mark and logos are registered trademarks owned by Bluetooth SIG, Inc.

#### Corporate Office

702 - 43rd Street East  
Saskatoon, Saskatchewan  
Canada S7K 3T9  
Tel: +1(306) 653-6600  
Fax: +1(306) 242-5599  
Toll Free: 1-877-444-4IRD (4473)  
Email: info@irdinc.com

#### U.S. Office

2402 Spring Ridge Drive, Suite E  
Spring Grove, IL  
USA 60081  
Tel: +1(815) 675-1430  
Fax: +1(815) 675-1530



International  
Road Dynamics Inc.



Publicly Traded on the TSX (Symbol IRD)

Find out more about IRD on our website: [www.irdinc.com](http://www.irdinc.com)

IRD products and components are protected by one or more worldwide patents and/or trademarks.  
IRD reserves the right to change, modify, or improve its products at any time without notice.



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Schweizerische Eidgenossenschaft  
Confédération suisse  
Confederazione Svizzera  
Confederaziun svizra

Federal Institute of Metrology METAS

**Member State**  
**Switzerland**

**OIML Certificate**  
**No R76/2006-CH1-15.01**

## OIML CERTIFICATE OF CONFORMITY

*Issuing authority*

<i>Name</i>	<b>Federal Institute of Metrology METAS</b>
<i>Address</i>	Lindenweg 50, 3003 Bern-Wabern, Switzerland
<i>Person responsible</i>	Gulian Couvreur, Head of METAS-Cert

*Applicant*

<i>Name</i>	IRD Inc. International Road Dynamics
<i>Address</i>	702-43rd Street East, S7K 3T9 Saskatoon, Saskatchewan, Canada

*Manufacturer*

<i>Name:</i>	DISA Elektro AG
<i>Address:</i>	Kägiswilerstrasse 33, 6060 Sarnen, Switzerland

*Identification of the certified pattern*

**Non-automatic wheel and axle weighing instrument**

*Type* **SAW...III**

This Certificate attests the conformity of the above identified type (represented by the sample or samples identified in the associated test report) with the requirements of the following Recommendation of the International Organization of Legal Metrology (OIML):



**R 76-1, edition 2006**

for accuracy class(es)

This Certificate relates only to the metrological and technical characteristics of the type of instrument covered by the relevant OIML Recommendation identified above.

This Certificate does not bestow any form of legal international approval.

This document may not be published or forwarded other than in full.

1/2

**METAS**  
Lindenweg 50, 3003 Bern-Wabern, Switzerland, phone +41 58 387 01 11, [www.metas.ch](http://www.metas.ch)

**OIML Certificate  
No R76/2006-CH1-15.01***Metrological characteristics*

			For Accuracy Class
Max	10 000 kg	to	15 000 kg
e	20 kg	to	50 kg
n	≤ 500		(III)
Temperature range	-20 °C / 40 °C		

The conformity was established by the results of tests and examinations provided in the associated Test Reports:

No / Including pages

133-07081 / 51

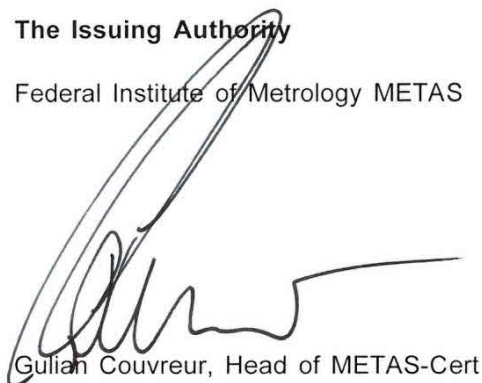
133-07082 / 11

218-01230 / 11

CH-3003 Bern-Wabern, 30 January 2015

**The Issuing Authority**

Federal Institute of Metrology METAS

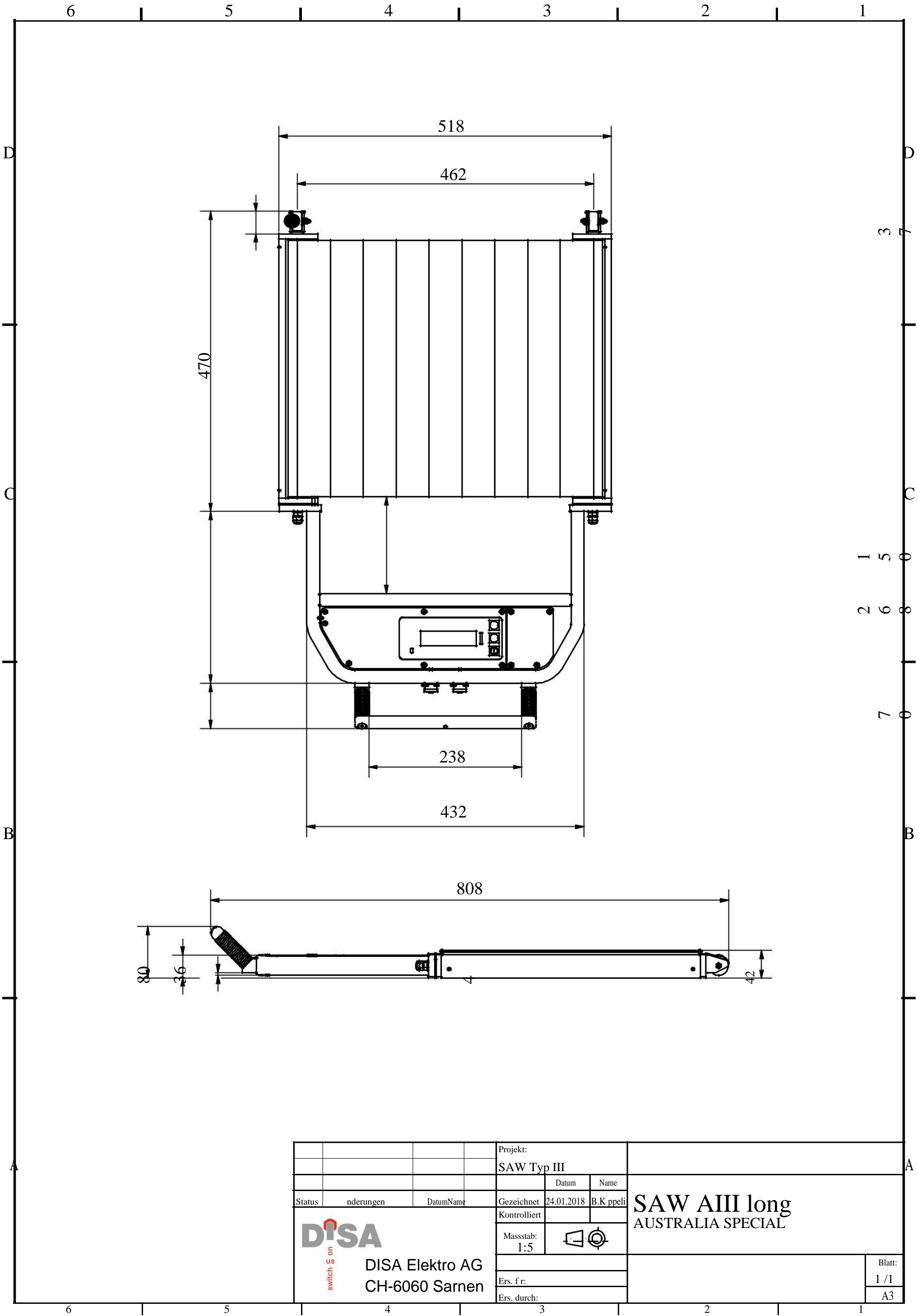


Guilien Couvreur, Head of METAS-Cert

**The OIML Member**

Dr. Philippe Richard, Deputy Director

**Important note:** Apart from the mention of the Certificate's reference number and the name of the OIML Member State in which the Certificate is issued, partial quotation of the Certificate and the associated Test Report is not permitted, although either may be reproduced in full.







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talk™**

## SAW Series III

### Portable Wheel Load Weighers – Metric Models (Display in kg)

#### Features

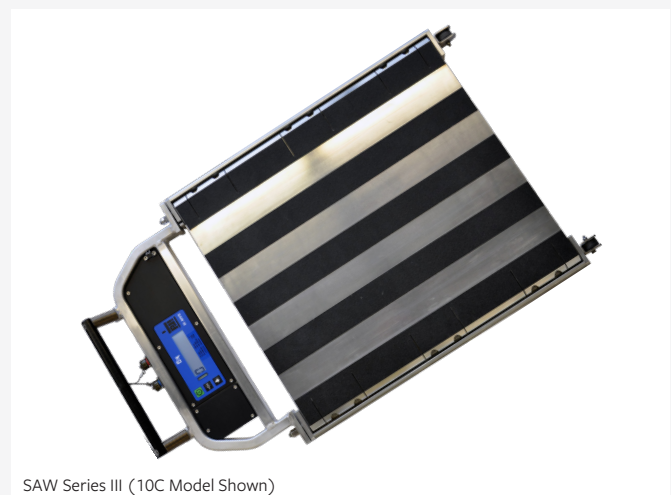
- Low profile for easy access
- Lightweight and easy to handle
- Rugged design for long service life
- Corrosion resistant materials
- Large backlit LCD
- Ergonomic, flexible handle
- Anti-slide tapes
- Approved for weight enforcement
- Record and print wheel loads and axle loads (via RS 232)

#### Applications and Benefits

- Weighing trucks and transport vehicles in road transport, construction, agriculture, forestry and waste disposal
- Weighing vehicles to avoid overload fines
- Aviation weighing for aircraft weight and balance
- For stability tests on special vehicles such as fork lift trucks, also for measurement of outrigger loads on access platforms and smaller cranes
- EC Approved - OIML R 76, and CE certificates of conformity

#### NEW Series III Features

- Wheels to simplify maneuverability
- Single NiMH battery pack
- Battery status display bar
- Improved charge cycle (2 hours)
- Charge control LED indicators
- IP 65 rated interface connectors
- Faster analog-to-digital converter for higher output rate
- New Zero-Setting function
- Bluetooth® compatible



SAW Series III (10C Model Shown)

## SAW Series III Wheel Load Weighers – Technical Data

### Specifications

Model	SAW 10A/III Aluminum	SAW 10C/III Aluminum	SAW 15C/III Aluminum
Capacity	10 t	10 t	15 t
Active Weighing Surface (width x length in traffic direction)	400 mm x 382 mm	560 mm x 382 mm	560 mm x 382 mm
Dimensions (width x length x height)	737 mm x 518 mm x 41 mm	858 mm x 518 mm x 39 mm	858 mm x 518 mm x 39 mm
Weight	15.6 kg	20.2 kg	20.2 kg
Digital Graduation Value	20 kg	50 kg	50 kg
Accuracy OIML	±10 kg (up to 1 t) ±20 kg (1 t to 4 t) ±30 kg (4 t to 10 t)	±25 kg (up to 2.5 t) ±50 kg (2.5 t to 10 t)	±25 kg (up to 2.5 t) ±50 kg (2.5 t to 10 t) ±75 kg (10 t to 15 t)
Certified Temperature Range	-20 °C/+40 °C	-20 °C/+40 °C	-20 °C/+40 °C
Interface/Connectors	RS 232 Cannon bayonet IP65	RS 232 Cannon bayonet IP65	RS 232 Cannon bayonet IP65
Power Supply NiMH battery pack	Rechargeable battery pack	Rechargeable battery pack	Rechargeable battery pack
Estimated Battery Life	16 hours (LCD backlight on) 25 hours (LCD backlight off)	14 hours (LCD backlight on) 25 hours (LCD backlight off)	14 hours (LCD backlight on) 25 hours (LCD backlight off)

### Accessories and Options



Connecting cable for axle weighing



Access ramps



Charging cable



Bluetooth module



International  
Road Dynamics Inc.



#### Corporate Office

702 - 43rd Street East  
Saskatoon, Saskatchewan  
Canada S7K 3T9  
Tel: +1(306) 653-6600  
Fax: +1(306) 242-5599  
Toll Free: 1-877-444-4IRD (4473)  
Email: info@irdinc.com

#### U.S. Office

2402 Spring Ridge Drive, Suite E  
Spring Grove, IL  
USA 60081  
Tel: +1(815) 675-1430  
Fax: +1(815) 675-1530

Find out more about IRD on our website: [www.irdinc.com](http://www.irdinc.com)

IRD products and components are protected by one or more worldwide patents and/or trademarks. IRD reserves the right to change, modify, or improve its products at any time without notice.

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180508-E



## **DISTRIBUTION AGREEMENT**

**- BETWEEN -**

**INTERNATIONAL ROAD DYNAMICS INC. (IRD)  
SELLER**

**- AND -**

**Novation Engineering Pty Ltd  
DISTRIBUTOR**

This Agreement made as of the 27<sup>th</sup> day of April 2018.

WHEREAS the International Road Dynamics Inc., situated at 702, 43rd Street, Saskatoon SK, S7K 3T9, CANADA (hereinafter referred to as "IRD" or "SELLER") manufactures and sells Products as defined hereinafter in this Agreement and agrees to do so on an exclusive basis, which shall stand to mean that the SELLER shall not enter into a similar Agreement with any other individual, corporate or entity manufacturing, selling, promoting or procuring products and/or services including but not limited to such products and/or services which are same and/or similar to the DISTRIBUTOR except in cases where the DISTRIBUTOR does not and/or cannot sell the Products in the Territory as defined hereinafter in the Agreement.

AND WHEREAS Novation Engineering, having its Registered address at 21 Stanford Circuit Rouse Hill NSW 2155 (hereinafter referred to as "Novation Engineering" or the "DISTRIBUTOR") desires to distribute the Products, in a certain territory and agrees to do so on an exclusive basis, which shall stand to mean that the DISTRIBUTOR shall not enter into a similar Agreement with any other individual, corporate or entity manufacturing, selling, promoting or procuring products and/or services including but not limited to such products and/or services which are same and/or similar to the Products.

AND WHEREAS this AGREEMENT supersedes and survives any past document, agreement or contract that existed between the SELLER and the DISTRIBUTOR tendering all previous versions, subsets and/or extract/s null and void.

AND WHEREAS the "Products" comprise of all Static Axle Weigher (SAW) products, components, equipment, and/or services that are manufactured, assembled, sourced and/or serviced by SELLER and/or any of its Partner/s, subsidiary/ies, supplier/s, contractors and/or affiliates at the time of execution of the Agreement or at any future date during the effective period of the Agreement and as per terms defined in Section 4 of this Agreement.

International Distributor Agreement

AND WHEREAS the relationship of SELLER and DISTRIBUTOR established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to:

- (a) give either party the power to direct and control the day-to-day operations of the other;
- (b) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking;
- (c) allow a DISTRIBUTOR to create or assume any obligation on behalf of the SELLER for any purpose whatsoever;
- (d) all financial obligations associated with DISTRIBUTOR'S business in the territory are the sole obligation of DISTRIBUTOR.
- (e) all sales and other agreements between DISTRIBUTOR and its customers are DISTRIBUTOR'S exclusive obligation and shall have no effect on DISTRIBUTOR'S obligation under this Agreement.
- (f) the SELLER shall not create or assume any obligation on behalf of DISTRIBUTOR for any purpose whatsoever and no part of this Agreement shall be construed to include any indemnification of the DISTRIBUTOR by the SELLER for any reason save and except as expressly outlined herein.

IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the SELLER and the DISTRIBUTOR, and if more than one, each of them jointly and severally, hereby agree as follows:

## **1.1 SCOPE**

### **1.1.1 MARKETS Portable SAW Scales for Roads and Maritime Services (RMS)**

### **1.1.2 TERRITORY The State of New South Wales in Australia**

## **2.0 APPOINTMENT OF DISTRIBUTOR**

**2.1** SELLER grants DISTRIBUTOR the right to sell, service and maintain, and distribute products for use in markets in the territory as defined herein, and DISTRIBUTOR agrees to act as selling DISTRIBUTOR for the products in the market areas and territory as defined herein, all subject to the terms and conditions of this agreement.

## **3.0 DISTRIBUTOR RESPONSIBILITIES**

**3.1** DISTRIBUTOR shall promote vigorously the sale of the designated products in the assigned markets and territories. This promotion includes advertising and sales literature, attending trade shows and conferences and submitting completed proposals

to prospective buyers. DISTRIBUTOR/S is/are responsible for equipment in the trade show booth and all fees associated with the trade show. Reference to the "IRD or International Road Dynamics Inc.'s, PAT Traffic or IRD-PAT Traffic" name may be included in DISTRIBUTOR's promotional literature only upon prior approval from the SELLER.

- 3.2 The DISTRIBUTOR will advertise the Products at its own cost and expenses by advertisements in trade journals, magazines or by any other means as necessary with prior written and express permission from the SELLER. However, the company may advertise at its own costs at its discretion whether in newspapers, journals, cinema slides or by any other means and shall indicate the name of the distributor as its sole selling agents.
- 3.3 DISTRIBUTOR shall provide technical assistance to end-users of the products as identified herein, in accordance with the SELLER's technical information.
- 3.4 When SELLER pays any customs, duties, taxes, and costs, and procedures, associated with compliance with local or international laws associated with importing shipments supplied by the SUPPLIER, and if applicable, the appropriate amount shall be added to DISTRIBUTOR's invoice and paid by DISTRIBUTOR unless DISTRIBUTOR provides manufacturer with a valid tax exemption certificate acceptable to the appropriate authority.
- 3.5 The DISTRIBUTOR shall translate into English all correspondence with the SELLER including but not limited to tenders, requests for proposals and other correspondence with the SELLER, and translate all sales material, brochures, advertising, offers etc as necessary to support marketing and sales activities in the local or the customer language(s).
- 3.6 The DISTRIBUTOR shall warrant and undertake to:
  - 3.6.1 Develop, promote and maintain with the DISTRIBUTOR's customers the goodwill and reputation of the SELLER and of the Product;
  - 3.6.2 Establish and maintain suitable offices in the Territory and a competent sales staff to call upon prospective purchasers of Products in the Territory as is necessary for the performance of its obligations under this agreement.
  - 3.6.3 Ensure that any registration or notification required by the laws of the Territory shall have been carried out. The DISTRIBUTOR shall comply with all laws and regulations as may apply with the Territory, as applicable to this agreement and all transactions and activities contemplated or to be performed hereunder, and shall procure and maintain all approvals, licences, permissions and permits necessary to the performance of its business and conduct its business in a manner so as to not bring discredit upon the reputation of the Products or the SELLER. The DISTRIBUTOR shall keep the SELLER informed of any laws or regulations of the Territory which may affect the promotion, sales, services, or maintenance of the Products in order that the SELLER will not breach any such laws or regulations through lack of awareness thereof;
  - 3.6.4 Ensure that the Products comply with local regulations as to safety, packaging and marking;
  - 3.6.5 Carry and assume all risks of credit, currency devaluation, blocked currency, confiscation, expropriation, rebellion, revolution, war and all other risks of the transactions;



#### **4.0 RESTRICTIONS ON DISTRIBUTOR**

- 4.1** The DISTRIBUTOR shall not apply any attachments or accessories to the Products or modify or alter the Products without the prior written approval of the SELLER.
- 4.2** The DISTRIBUTOR shall not advertise, seek customers, establish any branch or maintain any office or depot in relation to the Products anywhere outside the Territory without the written consent of the SELLER.
- 4.3** Except with the prior written consent of the SELLER, the DISTRIBUTOR shall not be concerned or interested either directly or indirectly in the manufacture, production, sale or advertisement of any products in the Territory which are like or similar to or which, either alone or in conjunction with some other product, perform or are designed to perform the same or similar function to or which might otherwise compete or interfere with the sale of any of the Products, Services or Systems of the SELLER. .
- 4.4** For the term of this Agreement, and for a period of two years after cancellation by either party, the DISTRIBUTOR, including its holding companies, subsidiaries, related companies, will not manufacture, sell or cause to be manufactured or sold anywhere in the world, products and/or systems utilizing products competing with said Products without specific prior written approvals of SELLER.

#### **5.0 SELLER RESPONSIBILITIES**

- 5.1** SELLER will actively support DISTRIBUTOR with sales, service and technical assistance. SELLER will provide opportunities to train DISTRIBUTOR in the proper operation and provide the DISTRIBUTOR with product sales, application, and service information. This will be provided in English.
- 5.2** SELLER will provide the DISTRIBUTOR with reasonable assistance for proposal preparation, technical presentations, trade shows and conferences upon reasonable request of the DISTRIBUTOR.

#### **6.0 TEAMING VENTURES**

- 6.1** From time to time, and subject to the approval of SELLER and the DISTRIBUTOR, marketing products as defined herein may require a joint effort constituting a "TEAMING" venture between the SELLER and the DISTRIBUTOR. The Criteria for a TEAMING effort may include, but is not limited to:
  - 6.1.1** A single project with a sales potential of greater than \$100,000.
  - 6.1.2** When "TEAMING" of SELLER and the DISTRIBUTOR results in a synergistic combination resulting a competitive advantage in marketing products as defined herein.
- 6.2** In the event that a TEAMING venture between SELLER and the DISTRIBUTOR is undertaken for the purpose of exploiting a specific market opportunity a separate project specific teaming agreement may be developed.

#### **7.0 PRODUCT PRICES**

- 7.1** SELLER shall sell to DISTRIBUTOR, and DISTRIBUTOR shall buy from SELLER product at the prices provided with payment to be made in United States Dollars or mutually agreeable alternate currency. Should this agreement be terminated by either

party, for any reason prior to payment of amounts due hereunder or pursuant hereto, such amounts shall be paid as and when due in accordance with the terms hereof.

- 7.2** SELLER will provide DISTRIBUTOR with a suggested price list for products. DISTRIBUTOR will be provided with discounts off list prices. Shipping, applicable taxes, and custom fees and duties are extra and not included in the prices. SELLER reserves the right to revise prices with a 30 day notice. However, no price change shall affect the prices of Products sold to the DISTRIBUTOR pursuant to orders placed by the DISTRIBUTOR and accepted by the SELLER prior to the effective date of such price change.
- 7.3** DISTRIBUTOR shall at no time and under no circumstances make offers to any potential buyer of the Products in the Territory unless the same have been made with prior approval from the SELLER. The prices offered by the DISTRIBUTOR in all such cases shall not be lower than the price for such offers as agreed between the DISTRIBUTOR and SELLER. All changes that need to be made to such offers during the negotiation process with the DISTRIBUTOR's Client/Customer/Buyer shall be made in conjunction and prior permission of the SELLER.
- 7.4** DISTRIBUTOR is encouraged to purchase demonstration units for their promotional and sales needs. Demonstration stock can be purchased at a preferred discount price. Demonstration stock is not for resale, except after 18 months from receipt of shipment or upon termination of this agreement

## **8.0 TERMS AND METHOD OF PAYMENT**

- 8.1** The DISTRIBUTOR shall promptly make all payments in advance due under this Agreement by irrevocable Letter of Credit, issued or confirmed by a Canadian Bank.
- 8.2** The DISTRIBUTOR shall pay interest at the rate of 18% per annum on delay in paying for the goods.

## **9.0 ORDERS**

All orders for products are subject to acceptance by the SELLER. The SELLER reserves the right to reject any purchase order in its sole discretion.

- 9.1** All purchases of Products pursuant to this agreement shall be effected by the issuance of purchase orders by DISTRIBUTOR pursuant to the terms and conditions of this agreement (the "Purchase Orders"). Such Purchase Orders shall include unit quantities, unit descriptions, applicable prices, requested delivery dates, payment terms, shipping instructions, and any special instructions. DISTRIBUTOR shall provide quantity and shipments consistent with SELLER's order lead time.
- 9.2** Sales of products shall be made in response to DISTRIBUTOR's purchase order, subject to acceptance, provided that notice of non-acceptance will be provided in writing to DISTRIBUTOR within five (5) business days of SELLER's receipt of purchase order, with such orders to be filled as promptly as possible.
- 9.3** Cancelled orders of standard products are subject to a 20% restocking charge. The DISTRIBUTOR is responsible for all costs for any software or custom design or manufactured product up to the time of cancelation.

## **10.0 TERM OF AGREEMENT**

- 10.1** The term of this agreement will be for 1(One) Year from the date of signing of the Agreement by both SELLER and DISTRIBUTOR.
- 10.2** This agreement is subject to annual renewal based upon the agreed performance criteria contained in this agreement and the following provided on an annual basis on or before October 1<sup>st</sup> for the subsequent year.
- 10.2.1 ANNUAL FORECASTS:** The DISTRIBUTOR will submit the next year's projected sales presented on a quarterly basis. The performance and key renewal criteria will be actual versus projected sales.

## **11.0 DELIVERY, TITLE AND RISK**

- 11.1** Shipment of all Products shall be F.C.A. SELLER's point of shipment, freight collect as defined in the Incoterms 2000, as amended from time to time, or otherwise mutually agreed between the parties. Title to, and risk of loss or damage to, product shall pass to DISTRIBUTOR, upon Products being delivered to the carrier at the shipping point. In the event of carrier's misdelivery, SELLER shall aid the DISTRIBUTOR in dealing with the carrier in tracing the shipment and obtaining delivery.
- 11.2** SELLER shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control, such as but not limited to acts of God, acts or omissions of DISTRIBUTOR, priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, war and delays in transportation. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.
- 11.3** The SELLER shall prepare all necessary export documentation (which shall include all of the several papers and documents required by the Canadian government or any office or agency thereof) and all of the papers and documents of a non-official or private nature which are customarily used for the export of merchandise of Canadian origin to foreign countries and shall carry out the shipping instructions which the DISTRIBUTOR will describe on each purchase order, in a manner similar to if not the same as that in which it is presently processing orders from and shipments to its foreign customers. Notwithstanding the foregoing, the SELLER reserves the right to select the means of shipment, point of shipment and routing.
- 11.4** All fees and expenses, including, but not limited to, those covering preparation of consular documents, consular fees, storage, marine insurance (including war risk, if available) and other insurance, ocean freight and the SELLER's then current fee for such services shall be payable by the DISTRIBUTOR upon presentation of invoices therefore. Unless otherwise instructed by the DISTRIBUTOR, the SELLER shall prepare consular documents according to its best judgment but without liability for fines or other charges due to error or incorrect declarations.

## **12.0 EXPORT CONTROL**

- 12.1** The DISTRIBUTOR hereby agrees that it shall not export or re-export, sell Products outside the prescribed territory, or modify the Products without the SELLER's written consent. The DISTRIBUTOR agrees that it shall indemnify and save the SELLER harmless from any cost, expense, or liability accruing to the SELLER (including any



finances, interests, and penalties) as a result of the DISTRIBUTOR exporting or re-exporting any product or technical data in connection with the Product.

**12.2** This Article shall survive the cancellation or termination of this agreement.

### **13.0 WARRANTIES AND ADJUSTMENTS**

**13.1** All products, components and systems provided by the SELLER, whether original or OEM, will be subject to the SELLER then current warrantee statement. In general the SELLERS warrantee covers the manufacture of the equipment including workmanship, material defects, and assembly. This warranty does not cover damage caused by improper installation or vandalism, lightning, flood, fire, accident, damage by terrorism, or Acts of God.

**13.2** SELLER warrants the SELLER manufactured materials and equipment for a period of one (1) year from the date of delivery, subject to the specific warranty statements ,

**13.2.1** The warranty on OEM equipment which SELLER resells, whether as standalone equipment or as part of an SELLER integrated system, is as provided by the manufacturer.

**13.2.2** Warranty on all permanent in-road sensors or off-road sensors is limited to the materials and workmanship of the sensor and other terms limited to and stated by the manufacturer of the sensor.

**13.2.3** Grouts, epoxies, other chemically based materials and batteries are subject manufactures requirements with respect to storage, installation methods and the manufacturer's expiry date and the manufacturer's warrantee statement.

**13.3** SELLER shall not under any circumstances be liable for any special, incidental, indirect or consequential damage, including without limitation, damages from the use or malfunction of the product, loss of profits or revenues or cost of replacement goods, whether SELLER has been informed or not in advance of the possibility of such damages. In no event shall SELLER be liable to anyone for loss of profits, loss of use or damages of any kind based upon a claim for breach of warranty.

**13.4** The warranty provided is in lieu of any other warranty, express, implied or statutory, including the implied warranties of merchantability and fitness for a particular purpose, all of which other warranties are hereby expressly disclaimed.

**13.5** The liability of SELLER under this warranty is limited solely to replacing, or repairing, or issuing credit (at the discretion of SELLER) for such products that become defective or fail to meet the specifications during the warranty period, provided that SELLER will not be liable under this warranty unless,

- (a) SELLER is promptly notified in writing by Buyer upon discovery of defects or failure to meet specifications;
- (b) the defective unit is received by SELLER for adjustment no later than ten (10) days following the last day of the warranty periods; and
- (c) SELLER's examination of such unit shall disclose, to its satisfaction, that such defects or failure have not been caused by misuse, neglect, improper installation, repair, alteration or accident.

**13.6** Materials and equipment under warranty may be repaired or replaced at the option of SELLER. All repairs shall be performed by SELLER authorized personnel unless SELLER otherwise consents. Buyers requesting materials and equipment warranty repair or replacement shall send the original materials or equipment prepaid to the nearest SELLER service depot. Re-installation is not included under this warranty.

- 13.7** SELLER's warranties as hereinabove set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of, SELLER's rendering of technical advice or service in connection with a Buyer's order or the products furnished hereunder.

#### **14.0 ASSIGNMENTS**

The Buyer shall not assign his or her order or any interest therein or any rights thereunder without the prior written consent of SELLER.

#### **15.0 TRADEMARKS AND PATENTS**

- 15.1** DISTRIBUTOR agrees that SELLER owns all right, title, and interest in product lines that include the product now or hereafter subject to this agreement, and in all of SELLER patents, trade-marks, trade names, inventions, industrial design, copyrights, know-how and trade secrets relating to the design, manufacture, or operation of the Products (irrespective of whether or not said right, title, and interest is registered under the laws of the country). The use by DISTRIBUTOR of any of these property rights is authorized only for the purposes herein set forth, and upon termination of this agreement for any reason such authorization shall cease.
- 15.2** *Trade-Marks:* The DISTRIBUTOR hereby acknowledges the validity of the trade-marks "IRD International Road Dynamics Inc. and Corp., PAT Traffic and IRD-PAT Traffic and the use of all or part of the same," as well as of all other proprietary marks which are affixed to the Products (the "Trade-Marks") and agrees that the aforesaid Trade-Marks are and shall remain the property of the SELLER.
- 15.3** *Patents:* The DISTRIBUTOR further acknowledges the validity and ownership of the patents and industrial designs of the SELLER (collectively the "Patents") and agrees that the Patents are and shall remain the property of the SELLER.
- 15.4** *Copyright:* The DISTRIBUTOR further acknowledges the validity and ownership of the SELLER's copyright in all material supplied by the SELLER to the DISTRIBUTOR, and agrees that copyright (the "Copyright") in such materials is and shall remain the property of the SELLER.
- 15.5** The DISTRIBUTOR shall not in any way do anything to infringe upon, harm, or contest the validity of the aforesaid Trade-Marks, Patents or Copyright. The DISTRIBUTOR shall promptly notify the SELLER of any and all infringements, imitations, illegal use or misuse, of the Trade-Marks, Patents or Copyright which come to the DISTRIBUTOR's attention.
- 15.6** The SELLER agrees that the DISTRIBUTOR shall be entitled to distribute the Products under its own or other trade name within the Territory, subject to the SELLER's approval, not to be unreasonably withheld. If the DISTRIBUTOR distributes the Products under its own or other trade name, it shall be responsible for all artwork, promotional brochures and price lists.
- 15.7** The DISTRIBUTOR agrees that it shall not remove or alter the Trade-marks which are affixed to the Products nor affix any additional trade-marks or trade designations to any of the Products which bear the Trade-Marks, without the prior written consent of the SELLER.
- 15.8** The DISTRIBUTOR agrees that it shall not engage in any unfair trade practices or make any false or misleading statements or representations in advertising, printed material or otherwise with respect to any of the Products. This shall include but not

limited to violation of any seals or warranty norms, repairs, dismantling, alterations, augmentation, localisation, manufacturing, assembly to and/or of the Products that is not authorised by the SELLER by way of an official document to the DISTRIBUTOR.

- 15.9** In the event that the SELLER decides to apply for registration of any one or more of the Trade-Marks and/or Patents in connection with the Products in the Territory, the SELLER shall notify the DISTRIBUTOR in writing and may request and obtain the DISTRIBUTOR's advice and assistance if required, and keep the DISTRIBUTOR informed of pertinent developments and/or the issuance of registration. The cost of any such registration of trade-marks and/or patents shall be for the account of the SELLER and all such registrations shall be applied for and issue in the name of and as the sole property rights of the SELLER.
- 15.10** If any Trade-Marks are used by the DISTRIBUTOR, alone or in combination with other trademarks of the SELLER or the DISTRIBUTOR, in such manner as to be distinctive by reason of design, colour, format or any other reason, such distinctive features and associated goodwill shall become the property of and inure to the benefit of the SELLER, and the DISTRIBUTOR agrees that it will, without any payment or other consideration, sign and execute such documents as are necessary to transfer and assign all rights thereto to the SELLER.
- 15.11** Should the law or regulations of any part of the Territory invest the DISTRIBUTOR with any property rights to any of the said Trade-Marks or Patents, the DISTRIBUTOR shall promptly, freely and co-operatively relinquish to the SELLER any and all such rights upon termination of this agreement for any reason, without recourse or cost to the SELLER and shall thereafter refrain from any further usage of the said Trade-Marks or Patents.
- 15.12** Following termination of this agreement for any reason whatsoever, the DISTRIBUTOR agrees not to register or use any of the Trade-Marks, or any trade-marks or trade names which are the same as or confusingly similar to the Trade-Marks. This obligation shall survive the termination of this agreement.

## **16.0 INFRINGEMENT OF PATENTS, TRADE-MARKS AND COPYRIGHTS**

- 16.1** The SELLER will defend the DISTRIBUTOR against a claim that the sale of any of the Products infringes a patent, trade-mark or copyright in the Territory and the SELLER will pay resulting costs, damages and legal fees finally awarded up to the dollar amount that the DISTRIBUTOR has paid to the SELLER under this Agreement to the point in time when the Patent Infringement claim has been made; provided further that the DISTRIBUTOR promptly notifies the SELLER in writing of the claim; and the SELLER has sole control of the defence and all related settlement negotiations.
- 16.2** If such claim has occurred, or in the SELLER's opinion is likely to occur, the DISTRIBUTOR agrees to permit the SELLER at its option and expense, either to procure the rights to continue offering the sale of the Products or to replace or modify the Products so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the DISTRIBUTOR agrees that the SELLER shall be entitled to cease selling the Products in the Territory, provided however that the SELLER shall repurchase such infringing Products from the DISTRIBUTOR at the DISTRIBUTOR's cost.
- 16.3** The SELLER shall have no obligation to defend the DISTRIBUTOR or to pay costs, damages or legal fees for any claim based upon any modifications made to the Products by the DISTRIBUTOR.

- 16.4** The foregoing states the entire obligation of the SELLER with respect to infringement of patents, trade-marks and copyrights.

## **17.0 CONFIDENTIALITY REQUIREMENTS**

- 17.1** The SELLER has agreed to release certain information in connection with proprietary property, designs and software, which may otherwise be protected by copyrights or patents (hereinafter referred to as the "Confidential Information") to the DISTRIBUTOR and the SELLER desires to ensure such information remains confidential;
- 17.2** In this section, "Confidential Information" shall mean all software, design diagrams, flow charts or other information identified and marked "Confidential" whether such information is disclosed in writing, orally, graphically or otherwise and disclosed by SELLER directly or indirectly to DISTRIBUTOR with respect to its business including all information disclosed by SELLER in order that DISTRIBUTOR can fulfill its obligations under the Agreement above referred to excepting:
- (a) information which was also in the public domain at the time of its disclosure to such party; or
  - (b) information which, although originally Confidential Information, subsequently becomes part of the public knowledge or literature through no fault or responsibility of the recipient as of the date of it becoming part of the public knowledge or literature; or
  - (c) information which, although Confidential Information, is or subsequently is received by any party without Binder of Secrecy from a third party who is free to disclose such information as of the date of such third party disclosure, provided, however, that it can be shown that the third party did not acquire such information from any party hereto,
- 17.3** DISTRIBUTOR will not publish, release or disclose to any third party, without the express written consent of SELLER and any Confidential Information and that DISTRIBUTOR shall take all reasonable steps to prevent any third party from obtaining Confidential Information.
- 17.4** DISTRIBUTOR shall not make any use of the Confidential Information except to evaluate the feasibility of the contemplated transaction.
- 17.5** That, upon demand, and in any event upon deciding not to proceed with the contemplated transaction, DISTRIBUTOR will return to SELLER all documents, records, note books, photographs and other repositories of or containing Confidential Information and that DISTRIBUTOR shall not retain copies of any such repositories of Confidential Information.
- 17.6** DISTRIBUTOR agrees that the Confidential Information shall only be disclosed to such of its employees, consultants and/or agents as may be reasonably necessary.
- 17.7** DISTRIBUTOR agrees that its obligations with respect to the Confidential Information shall survive the termination of the Arrangement.
- 17.8** The parties expressly understand and agree that the provisions of this Agreement are subject to the provisions of *The Freedom of Information and Protection of Privacy Act* (Saskatchewan), Canada, as amended from time to time or any similar law to which the parties are subject. The parties agree to use reasonable efforts in accordance with the provisions of such laws.

## **18.0 INDEMNIFICATION AND INSURANCE**

- 18.1** The DISTRIBUTOR agrees to indemnify and hold the SELLER harmless against any liability, damage or expense (including costs and attorney's fees and expenses) by reason, or arising out of or relating to any acts, duties, obligations, breaches or omissions of the DISTRIBUTOR or of any personnel employed or otherwise engaged by the DISTRIBUTOR to perform the DISTRIBUTOR's obligations and duties under this agreement, and the DISTRIBUTOR shall, at the request of the SELLER assume the defence of any demand, claim, action, suit or proceeding brought against the SELLER by reason thereof and pay any and all damages assessed against or that are payable by the SELLER as the result of the disposition of any such demand, claim, action, suit or proceeding. Notwithstanding the foregoing, the SELLER may be represented in any such action, suit or proceeding at its own expense and by its own counsel.
- 18.2** The DISTRIBUTOR shall procure and maintain, in full force and effect, a comprehensive general liability insurance policy or policies with personal injury liability blanket, contractual liability and completed operations liability insurance endorsements protecting the DISTRIBUTOR and the SELLER and their officers and employees against any loss, liability or expense due to personal injury, death or property damage or otherwise arising out of or occurring in connection with the business of the DISTRIBUTOR. Such policy or policies shall provide that they will not be cancelled or altered without at least sixty (60) days' prior written notice to the SELLER. Within ten (10) days after execution of the agreement, the DISTRIBUTOR shall furnish the SELLER with a certificate or certificates of such insurance, together with evidence that the premiums therefore have been paid. Maintenance of such insurance and the performance by the DISTRIBUTOR of its obligations under this paragraph shall not relieve the DISTRIBUTOR of liability under the indemnity provisions hereinabove set forth herein.
- 18.3** The covenants in this section shall survive the termination of this Agreement.

## **19.0 TERMINATION**

- 19.1** This agreement may be terminated by either party at any time with or without cause. Termination shall be in writing and shall provide 90 days advance notice. It is expressly understood and agreed that the rights of termination set forth above are absolute and that both parties hereto have considered the making of expenditures and preparing for performance under this agreement and possible losses resulting to them in the event of its termination. Therefore, in agreeing to said terms of termination, it is with full knowledge of such possibilities and either party hereto shall not be responsible to the other for damage, or otherwise, by reason of the fact of termination of the agreement save and except as expressly provided for in the clauses of this agreement intended to survive termination.
- 19.2** DISTRIBUTOR warrants that all identifying signs, literature, logos and other evidence provided by the SELLER will be returned to the SELLER upon termination of this agreement. The DISTRIBUTOR will cease production of any such materials upon termination, cease advertising that there is any business relationship between the parties and cease to hold itself out as a DISTRIBUTOR of the Products.
- 19.3** In addition to any other remedies accruing to the parties, should this agreement be terminated by either party prior to payment of amounts due hereunder or pursuant



hereto, such amounts shall be paid as and when due in accordance with the terms hereof, such obligations being intended to survive termination.

## **20.0 AVAILABILITY OF PRODUCTS**

- 20.1** The SELLER does not represent or guarantee to the DISTRIBUTOR the continued availability for sale of any of the Products and the DISTRIBUTOR hereby expressly releases the SELLER from liability for any loss or damage to the DISTRIBUTOR in any way arising out of or by virtue of the failure of the SELLER to accept or fill any orders of the DISTRIBUTOR for Products due to the unavailability for sale of any of the Products.
- 20.2** The SELLER may at any time without notice change any Product or add or withdraw the Products from sale and shall not be obligated to make any such changes to Products previously ordered or shipped or to fill any order for Products withdrawn from sale notwithstanding any acceptance of such order.
- 20.3** The SELLER shall inform the DISTRIBUTOR of any discontinuance of Products as soon as reasonably possible.

## **21.0 ANTICORUPTION**

### **(a) Improper advantage or benefit to third parties and Official**

- (i) Each party or any of its personnel, in connection with this agreement, must not directly or indirectly, offer, promise, give, demand or accept any bribe or other undue advantage in order to obtain, retain or direct business or secure any other improper advantage in the conduct of business. This applies whether dealing with the government or with private individuals or enterprises.
- (ii) Each party represents and warrants that neither it nor any of its personnel has, in connection with the negotiation and execution of this agreement, directly or indirectly, offered, promised, given, or demand or accepted any bribe or other undue advantage in order to obtain, retain or direct business or secure any other improper advantage in the conduct of business. This applies whether dealing with the government or with private individuals or enterprises.

### **(b) Notification of failure to comply with this Section**

Each party agrees that the provisions of this Section 21 are material terms and conditions to this agreement, and to notify the other party promptly upon discovery of any instance where the first-mentioned party or any of its personnel fail to comply with this Section.

- (c) The representations and obligations under this Section 21 will continue throughout the term of this agreement.

## **22.0 GENERAL CONDITIONS**

- 22.1** This agreement enures to the successors and assignees of SELLER and the DISTRIBUTOR, however, neither SELLER nor DISTRIBUTOR shall assign all or any part of the agreement without consent of the other.

- 22.2** Both parties represent and warrant to each other that each has the right and power to enter into this agreement, and that there are no outstanding assignments, grants, licences, encumbrances, obligations or agreements, either written, oral or implied, inconsistent with this agreement.
- 22.3** SELLER shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control, such as but not limited to inability to obtain necessary labour, materials, or manufacturing facilities.
- 22.4** Any notice or other documents required or permitted to be given under this agreement shall be in writing delivered to the other party by either:
- (a) personal delivery or by prepaid registered mail, to be deemed received on the day of actual receipt at the place of receipt;
  - (b) by facsimile transmission, deemed received at the place and as of the time shown on the fax transmission confirmation, except if outside the recipient's normal business hours in which case notice shall be deemed received as of the next business day; or
  - (c) by electronic mail or electronic transmission accompanied by a receipt-request confirmation, deemed received upon transmission of the receipt-request from the recipient to the sender.

Notice shall be sufficiently given if sent by the sender using the most recent contact information supplied by the recipient. The current addresses of the parties are as follows:

**SELLER:**

INTERNATIONAL ROAD DYNAMICS INC. (IRD)  
702 - 43rd Street East  
Saskatoon, Saskatchewan CANADA S7K 3T9

**DISTRIBUTOR:**


Novation Engineering Pty Ltd  
21 Stanford Circuit Rouse Hill  
Sydney NSW 2155


- 22.5** Exceptions or modifications to this agreement may be made by mutual written agreement of the parties.
- 22.6** This agreement shall be construed, and all rights, powers, and liabilities of the parties shall be determined in accordance with the laws in force in the Province of Saskatchewan, Canada.
- 22.7** Any controversy or claim arising out of, or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the current rules of the

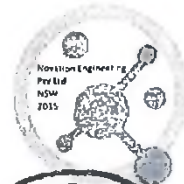
Canadian Arbitration Association, and the judgment upon the award may be entered in any court having jurisdiction thereof.

- 22.8** Neither SELLER nor DISTRIBUTOR will be in breach hereof by reason of its delay in performance of or failure to perform any of their obligations hereunder, if that delay or failure is caused by strikes, acts of God, or the public enemy, riots and incendiary, interference by civil or military authorities, compliance with governmental authorities from material or any fault beyond its control or without their fault or negligence.
- 22.9** In the event that any provision in this agreement or any part hereof is found invalid or unenforceable, the remainder of the agreement will be binding on SELLER and DISTRIBUTOR and will be construed as if the invalid or unenforceable provision or part thereof had been deleted from this agreement.
- 22.10** Reference to the "IRD or International Road Dynamics Inc." name may be made by DISTRIBUTOR in their own promotional literature. DISTRIBUTOR may not use the words "International Road Dynamics Inc." or "IRD" or any other confusingly similar name or word as part or all of its corporate, firm or other business name. In the event of termination of the Agreement, DISTRIBUTOR forthwith shall refrain from all further use in his business of the name "International Road Dynamics" or "IRD" in any connection.
- 22.11** Any waiver by either SELLER or DISTRIBUTOR of the breach of any term or condition of this agreement will not be considered as a waiver of any subsequent breach of the same or any other term or condition hereof.
- 22.12** Unless authorized by any of the provisions of this agreement, DISTRIBUTOR shall at no time enter into, incur or hold itself out to third parties as having authority to enter into or incur, on behalf of SELLER any commitment, expense, or liability whatsoever or at anytime hold itself out to be an Agent, or Representative of SELLER and further all contracts, expenses and liabilities in connection with or relating to the sale of Products shall be paid and undertaken exclusively by DISTRIBUTOR as a sole and independent contractor not as agent or representative of SELLER.
- 23.0** This agreement sets forth the entire agreement and understanding pertaining to the subject matter contained herein between SELLER and DISTRIBUTOR and supersedes all prior communication, agreements, correspondence, or understandings, and may only be modified by written agreement duly executed by those authorized.

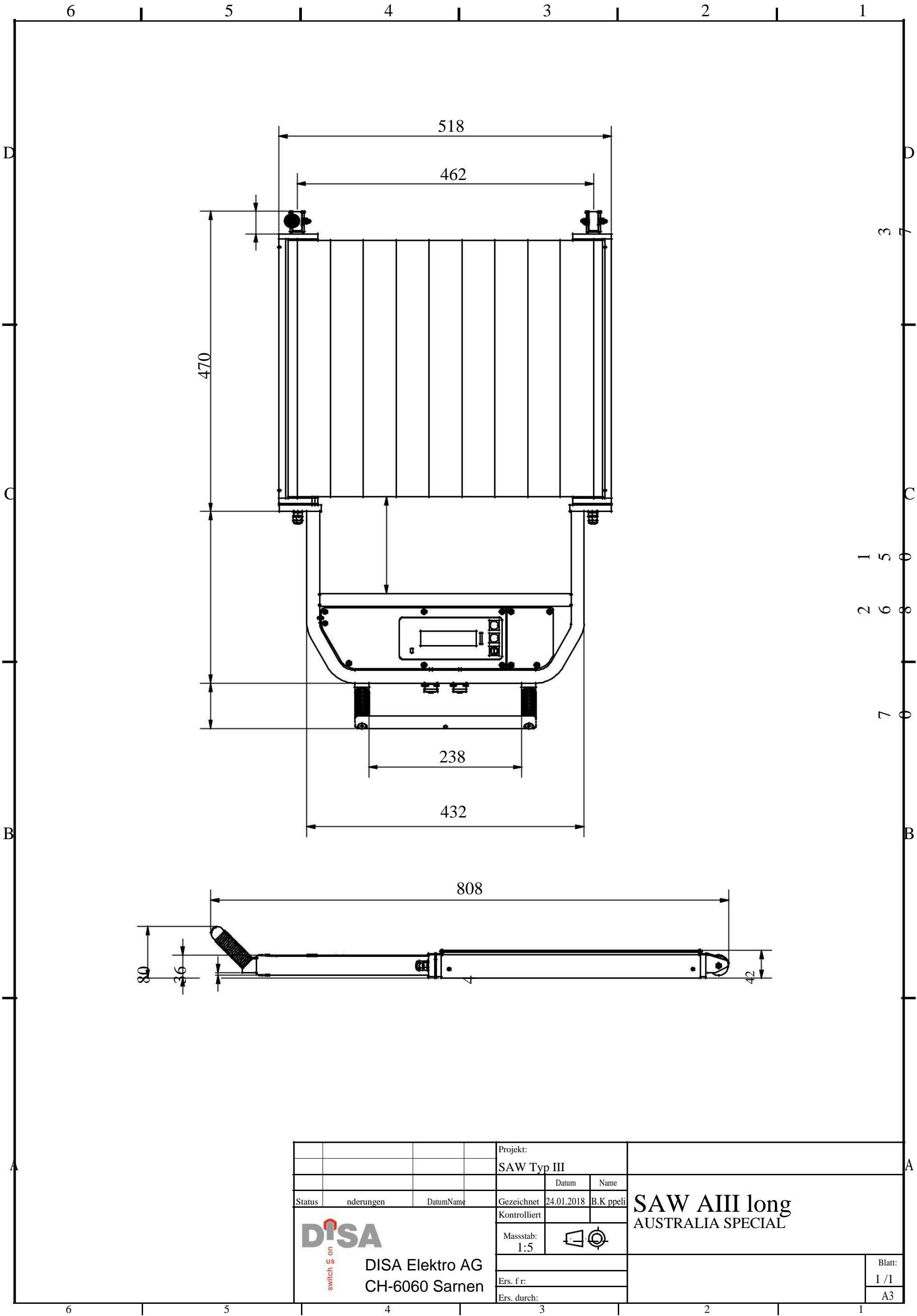
#### 24.0 ACCEPTANCE

DISTRIBUTOR : Novation Engineering Pty Ltd  
 PRINTED NAME : Stephen Thammiah  
 TITLE : Managing Director  
 SIGNATURE :   
 DATE : 26<sup>th</sup> April 2018

SELLER : INTERNATIONAL ROAD DYNAMICS INC.  
 PRINTED NAME : RISH MALHOTRA  
 TITLE : VP INTERNATIONAL BUSINESS  
 SIGNATURE :   
 DATE : 30<sup>th</sup> April, 2018









**We make  
highways  
talk™**

## SAW Series III

### Portable Wheel Load Weighers – Metric Models (Display in kg)

#### Features

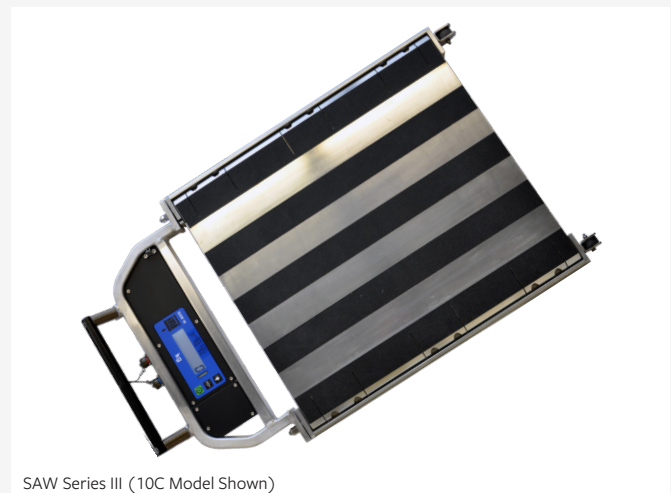
- Low profile for easy access
- Lightweight and easy to handle
- Rugged design for long service life
- Corrosion resistant materials
- Large backlit LCD
- Ergonomic, flexible handle
- Anti-slide tapes
- Approved for weight enforcement
- Record and print wheel loads and axle loads (via RS 232)

#### Applications and Benefits

- Weighing trucks and transport vehicles in road transport, construction, agriculture, forestry and waste disposal
- Weighing vehicles to avoid overload fines
- Aviation weighing for aircraft weight and balance
- For stability tests on special vehicles such as fork lift trucks, also for measurement of outrigger loads on access platforms and smaller cranes
- EC Approved - OIML R 76, and CE certificates of conformity

#### NEW Series III Features

- Wheels to simplify maneuverability
- Single NiMH battery pack
- Battery status display bar
- Improved charge cycle (2 hours)
- Charge control LED indicators
- IP 65 rated interface connectors
- Faster analog-to-digital converter for higher output rate
- New Zero-Setting function
- Bluetooth® compatible



## SAW Series III Wheel Load Weighers – Technical Data

### Specifications

Model	SAW 10A/III Aluminum	SAW 10C/III Aluminum	SAW 15C/III Aluminum
Capacity	10 t	10 t	15 t
Active Weighing Surface (width x length in traffic direction)	400 mm x 382 mm	560 mm x 382 mm	560 mm x 382 mm
Dimensions (width x length x height)	737 mm x 518 mm x 41 mm	858 mm x 518 mm x 39 mm	858 mm x 518 mm x 39 mm
Weight	15.6 kg	20.2 kg	20.2 kg
Digital Graduation Value	20 kg	50 kg	50 kg
Accuracy OIML	±10 kg (up to 1 t) ±20 kg (1 t to 4 t) ±30 kg (4 t to 10 t)	±25 kg (up to 2.5 t) ±50 kg (2.5 t to 10 t)	±25 kg (up to 2.5 t) ±50 kg (2.5 t to 10 t) ±75 kg (10 t to 15 t)
Certified Temperature Range	-20 °C/+40 °C	-20 °C/+40 °C	-20 °C/+40 °C
Interface/Connectors	RS 232 Cannon bayonet IP65	RS 232 Cannon bayonet IP65	RS 232 Cannon bayonet IP65
Power Supply NiMH battery pack	Rechargeable battery pack	Rechargeable battery pack	Rechargeable battery pack
Estimated Battery Life	16 hours (LCD backlight on) 25 hours (LCD backlight off)	14 hours (LCD backlight on) 25 hours (LCD backlight off)	14 hours (LCD backlight on) 25 hours (LCD backlight off)

### Accessories and Options



Connecting cable for axle weighing



Access ramps



Charging cable



Bluetooth module



International  
Road Dynamics Inc.



#### Corporate Office

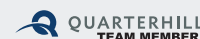
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## SAW Series III

### Portable Wheel Load Weighers

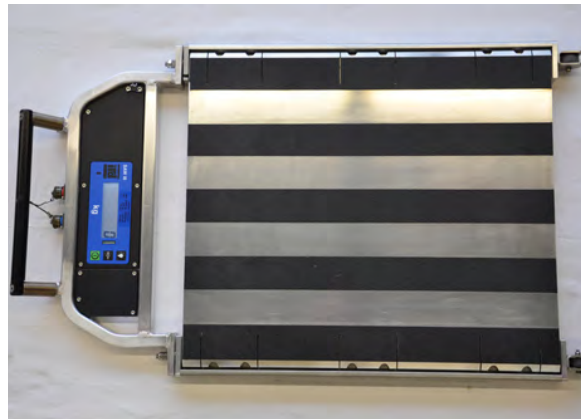
### Metric Models (Display in kg)

#### FEATURES

- Low profile for easy access
- Lightweight and easy to handle
- Rugged design for long service life
- Corrosion resistant materials
- Large backlit LCD
- Ergonomic, flexible handle
- Anti-slide tapes
- Approved for weight enforcement
- Record and print wheel loads and axle loads (via RS 232)

#### NEW Series III Features:

- Wheels to simplify maneuverability
- Single NiMH battery pack
- Battery status display bar
- Improved charge cycle (2 hours)
- Charge control LED indicators
- IP 65 rated interface connectors
- Faster analog-to-digital converter for higher output rate
- New Zero-Setting function
- Bluetooth® compatible



SAW Series III (10C Model shown)



#### APPLICATIONS AND BENEFITS

- Weighing trucks and transport vehicles in road transport, construction, agriculture, forestry and waste disposal
- Weighing vehicles to avoid overload fines
- Aviation weighing for aircraft weight and balance
- For stability tests on special vehicles such as fork lift trucks, also for measurement of outrigger loads on access platforms and smaller cranes
- EC Approved - OIML R 76, and CE certificates of conformity

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# SAW Series III Wheel Load Weighers

## Technical Data

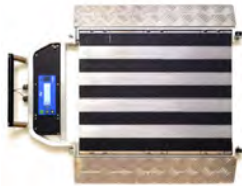
### SPECIFICATIONS

Model	SAW 10A/III Aluminum	SAW 10C/III Aluminum	SAW 15C/III Aluminum
Capacity	10 t	10 t	15 t
Active Weighing Surface (width x length in traffic direction)	400 mm x 382 mm	560 mm x 382 mm	560 mm x 382 mm
Dimensions (width x length x height)	737 mm x 518 mm x 41 mm	858 mm x 518 mm x 39 mm	858 mm x 518 mm x 39 mm
Weight	15.6 kg	20.2 kg	20.2 kg
Digital Graduation Value	20 kg	50 kg	50 kg
Accuracy OIML	±10 kg (up to 1 t) ±20 kg (1 t to 4 t) ±30 kg (4 t to 10 t)	±25 kg (up to 2.5 t) ±50 kg (2.5 t to 10 t)	±25 kg (up to 2.5 t) ±50 kg (2.5 t to 10 t) ±75 kg (10 t to 15 t)
Certified Temperature Range	-20 °C/+40 °C	-20 °C/+40 °C	-20 °C/+40 °C
Interface/Connectors	RS 232 Cannon bayonet IP65	RS 232 Cannon bayonet IP65	RS 232 Cannon bayonet IP65
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Estimated Battery Life	16 hours (LCD backlight on) 25 hours (LCD backlight off)	14 hours (LCD backlight on) 25 hours (LCD backlight off)	14 hours (LCD backlight on) 25 hours (LCD backlight off)

### ACCESSORIES AND OPTIONS



Connecting cable for  
axle weighing



Access ramps



Charging cable



Bluetooth module

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Toll Free: 1-877-444-4IRD (4473)  
Email: info@irdinc.com

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Federal Institute of Metrology METAS

**Member State**  
**Switzerland**

**OIML Certificate**  
**No R76/2006-CH1-15.01**

## OIML CERTIFICATE OF CONFORMITY

*Issuing authority*

<i>Name</i>	<b>Federal Institute of Metrology METAS</b>
<i>Address</i>	Lindenweg 50, 3003 Bern-Wabern, Switzerland
<i>Person responsible</i>	Gulian Couvreur, Head of METAS-Cert

*Applicant*

<i>Name</i>	IRD Inc. International Road Dynamics
<i>Address</i>	702-43rd Street East, S7K 3T9 Saskatoon, Saskatchewan, Canada

*Manufacturer*

<i>Name:</i>	DISA Elektro AG
<i>Address:</i>	Kägiswilerstrasse 33, 6060 Sarnen, Switzerland

*Identification of the certified pattern*

**Non-automatic wheel and axle weighing instrument**

*Type* **SAW...III**

This Certificate attests the conformity of the above identified type (represented by the sample or samples identified in the associated test report) with the requirements of the following Recommendation of the International Organization of Legal Metrology (OIML):



**R 76-1, edition 2006**

for accuracy class(es)

This Certificate relates only to the metrological and technical characteristics of the type of instrument covered by the relevant OIML Recommendation identified above.

This Certificate does not bestow any form of legal international approval.

This document may not be published or forwarded other than in full.

1/2

**METAS**  
Lindenweg 50, 3003 Bern-Wabern, Switzerland, phone +41 58 387 01 11, [www.metas.ch](http://www.metas.ch)

**OIML Certificate  
No R76/2006-CH1-15.01***Metrological characteristics*

			For Accuracy Class
Max	10 000 kg	to	15 000 kg
e	20 kg	to	50 kg
n	≤ 500		(III)
Temperature range	-20 °C / 40 °C		

The conformity was established by the results of tests and examinations provided in the associated Test Reports:

No / Including pages

133-07081 / 51

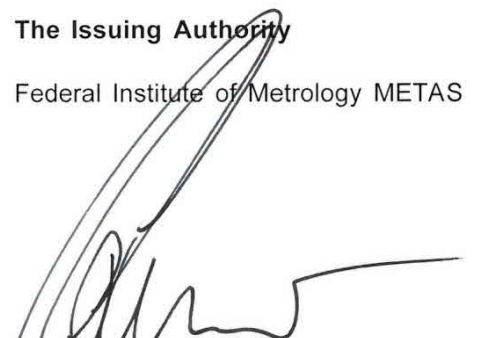
133-07082 / 11

218-01230 / 11

CH-3003 Bern-Wabern, 30 January 2015

**The Issuing Authority**

Federal Institute of Metrology METAS



Guiljan Couvreur, Head of METAS-Cert

**The OIML Member**

Dr. Philippe Richard, Deputy Director

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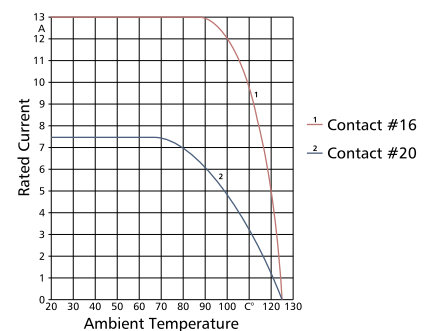
# Product overview

	KPT	KPSE	KPTC		
Material and Finishes					
Shell	Aluminum alloy Various RoHS compliant plating options are available like Zinc cobalt, Zinc Nickel and Nickel plus none compliant Cadmium	Aluminum alloy	Aluminum alloy Nickel plus none compliant Cadmium		
Insulator	Polychloroprene	Polychloroprene	Polychloroprene		
Grommet and seal	Polychloroprene	Polychloroprene	Polychloroprene		
Contacts	Copper alloy, gold and tin plated	Copper alloy, gold and tin plated	Copper alloy, hard gold and tin plated		
Mechanical Data					
Shell styles	00 – Wall mounting receptacle		07 – Jam nut receptacle		
	01 – Cable connecting plug		08 – Plug with 90° termination assemblies		
	02 – Box mounting receptacle		B – Thru-bulkhead receptacle (KPT only)		
	06 – Straight plug				
Shell size	8 through 24				
Polarization/Coupling	Five keyways/3-point bayonet				
Service classes	A – General duty				
	E – Grommet seal				
	F – Grommet seal with strain relief				
	PG – PG gland adapters				
	ME – metric gland adapters				
Environmental sealing	According to VG95319 Part 2, Test No. 5.9.2   For styles A to E and Z1, Z2 and Z3 and gaskets style A only, test pressure 0,2 bar overpressure, test duration 48 h, test temperature 25 ± 3°C, connector shall be free of moisture				
Operating temperature	–55/+125°C				
Durability	500 mating cycles				
Vibration	200 m/s² at 10 to 2000 Hz				
Electrical Data					
Number of contacts	2 through 61	3 through 61	2 through 61		
Wire size AWG	16 through 24	12 through 24	0,4 – 2,0 mm²		
Contact termination	Solder	Crimp	Crimp, solder		
	KPT/KPSE/KPTC				
Contact rating	Size	Rated current A	Test current A	Millivolt drop mV	
	20	7,5	7,5	Less than 55	
	16	13,0	13,0	Less than 50	
Insulation resistance	~ 5000 MΩ				
Exceptions	Test voltage	Service class		Vrms	VDC
	Seal Level	1		1500	2100
		2		2300	3200
	21336 m/70 000 ft.	1		375	535
		2		550	770
	Operating voltage (with scoop proof connectors operating voltages acc. to MIL-C-26482 and VG95328 are permitted)				
	Service class	VG95328		MIL-C-26482	
	1	140 VDC/100 VAC		850 VDC/600 VAC	
	2	165 VDC/115 VAC		1400 VDC/1000 VAC	

**Operating voltage**

When the connectors in this catalogue are used for voltages greater than 50 Volts and have touchable conductive shell parts they must be used in accordance with the safety regulations DIN VDE Part 140; IEC 60364-4-41. This regulation basically dictates that the power source should be turned off before any mating and unmating of the connector. This regulation does not provide protection against electrical shock when mating and unmating the connectors in the live condition.

**Current Rating**



Dimensions shown in mm | Specifications and dimensions subject to change

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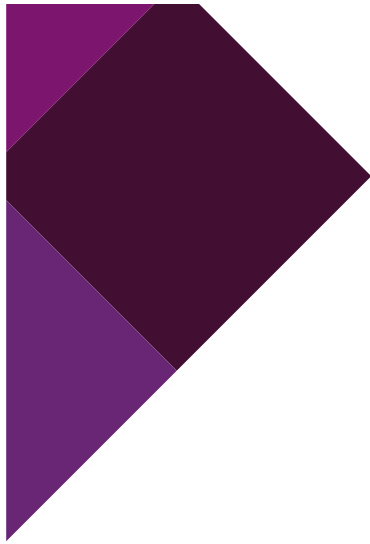
# KPT / KPSE / KPTC Connectors

In Accordance with VG95328



ITT

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ITT is a diversified leading manufacturer of highly engineered critical components and customized technology solutions for the energy, transportation and industrial markets. Building on its heritage of innovation, ITT partners with its customers to deliver enduring solutions to the key industries that underpin our modern way of life. Founded in 1920, ITT is headquartered in White Plains, N.Y., with employees in more than 35 countries and sales in a total of approximately 125 countries. The company generated 2014 revenues of \$ 2.7 billion. For more information, visit [www.itt.com](http://www.itt.com).

Our connector portfolio remains the most extensive in the industry, offering a reliable and cost effective range of interconnect solutions with the brands of Cannon, VEAM and BIW Connector Systems. Continuous investment in technology and research & development have enabled ITT to provide new, innovative products and solutions to markets including:



Our connector portfolio  
remains the most extensive

in the industry, offering a reliable and cost  
effective range of interconnect solutions

# Introduction to KPSE/KPT/KPTC

ITT Cannon's miniature circular connector series KPT, KPSE and KPTC conform to meet the performance specification to MIL-C-26482 with a positive three point bayonet coupling, five-keyway polarization and high insert arrangement contact density.

## Purpose

- General purpose solder connectors (KPT)
  - Our solution for small/prototype quantities using solder type contacts
- High versatility general purpose versions using crimp or solder contacts (KPTC)
  - Our commercial version for higher volume production with option for solder contacts
- High performance crimp connectors (KPSE)
  - Our solution for volume production optimized for fast assembly featuring “clip-in” contact & insulator design
- Military approved versions according to VG95328 or MIL-C-26482

The broad product range provides the most complete family of connectors conforming to VG95328 and MIL-C-26482 specifications.

## Highlights

- All connectors conforming to the above mentioned standards are fully intermateable and accept a wide range of interchangeable accessories.
- Design modifications can be achieved easily and a lower cost using Cannons KPSE/KPT or KPTC versions
- VG95328 versions are based on MIL-C-26482 but comply to ECC directives and offer additional shielded versions
- KPTC is based on MIL-C-26482 but offers a greater versatility in contacts, backshells and plating options
- “Blue Generation” RoHS compliant, 500 hours salt spray and conductive plating is offered next to the standard Nickel, Zinc Cobalt or Cadmium platings.

**Contact us for detail or your request for a customized solution.**



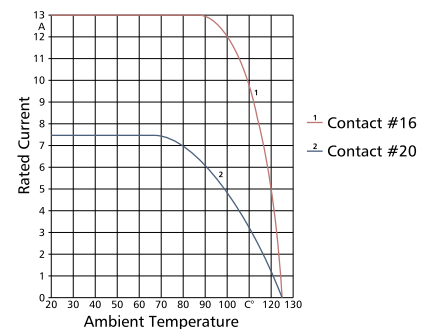
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Shell styles	00 – Wall mounting receptacle		07 – Jam nut receptacle		
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## Current Rating



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# How to use

This catalog is split in several sections that help you to

- get a general overview of all product lines (product overview)
- create a product part number step by step  
(part number creation OR ordering reference)
- get all required detail information (dimensions, product details)
- get all required support products (accessories, tooling)

The fastest way to find your product of choice is to follow these steps

---

**1** **Select your product** using either the “part number creation” or “ordering reference” option

---

---

**3** **Add accessories and tooling** as required on the related pages

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**2** **Use the detail pages** to better understand the available options and choose the best solution for your needs

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**4** **Use the contact information** on the back cover to contact us for further questions or to get advise on where you can purchase our products

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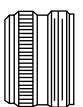
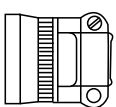
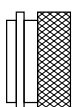
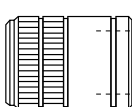
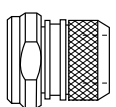
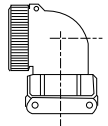
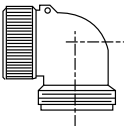
# Part number creation **plug**

Follow these steps to design your connector part number.

## STEP 1 Select shell style (plug)

Shell Style	Plug	Shell Style	Plug	Shell Style	Plug
<b>Plug straight</b>	Solder KPT06 KPTC6 Crimp KPSE06	<b>Plug straight shielded</b>	Solder KPT6-DZ KPTC6-DZ Crimp KPSE6-DZ	<b>Plug 90°</b>	Solder KPT08 KPTC8 Crimp KPSE08
					

## STEP 2 Choose backshell

<b>Class A</b> General duty with thread	<b>Class F</b> Grommet seal with strain relief	<b>Class E add mod. code DN</b> Environmental, grommet seal, heat shrink boot adapter	<b>Class PG; ME KPTC only</b> Environmental	<b>Class E add Mod. code DZ</b> Environmental, grommet seal, shielded heat shrink boot adapter	<b>Class F, 90°</b> Grommet seal with thread and cable clamp	<b>Class A, 90°</b> General duty with thread  <b>Class E, 90°</b> Grommet seal with thread
						

## STEP 3 Choose layout

see page 12–14 for layouts

## STEP 4 Choose gender

P=pin S=socket

## STEP 5 Choose rotation

see page 15 for rotation (omit for normal position)

## STEP 6 Choose modification\*

see page 11 for modifications (omit if no modification is required)

\* If a modification is used the initial ,0' in the shell style description is omitted e.g. KPT01 is changed to KPT1. KPTC series does never use the initial ,0' e.g. KPTC6

Design your part number as per above steps

KPSE/KPT Examples	STEP 1 Shell style	STEP 2 Class/Backshell	STEP 3 Contact arrangement	STEP 4 Contact gender	STEP 5 Insulation rotation	STEP 6 Mod code (max. 3 codes)
<b>Solder Industrial</b>	KPT6	E	20–41	P	–	– DZ
<b>Crimp Industrial</b>	KPSE6	E	14–12	S	– W	– F42 – A240 – F0


KPTC Examples	STEP 1 Shell style	STEP 2 Class/Backshell	STEP 3 Contact arrangement	STEP 4 Contact gender	STEP 6 Plating	STEP 5 Insulation rotation	STEP 6 Mod code (max. 3 codes)
<b>Solder Industrial</b>	KPTC6	E	20–41	P	C	–	– MA
<b>Crimp Industrial</b>	KPTC6	PG	14–12	S	– D	W	– P13,5 – MB



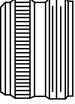
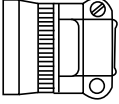
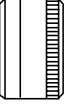
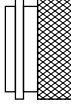

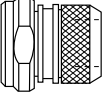
# Part number creation receptacle

Follow these steps to design your connector part number.

## STEP 1 Select shell style (receptacle)

Wall Mount		Cable connecting		Jam Nut*		Box Mount*		Thru-Bulkhead
Solder KPT00 KPTC0	Crimp KPSE00 KPTC0	Solder KPT01 KPTC1	Crimp KPSE01	Solder KPT07 KPTC7	Crimp KPSE07 KPTC7	Solder KPT02 KPTC2	Crimp KPSE02 KPTC2	KPTB (contacts pre-installed)
								

## STEP 2 Choose backshell

<b>Class A</b> General duty with thread	<b>Class F</b> Grommet seal with strain relief	<b>Class E</b> Environmental, grommet seal, no clamp	<b>Class E</b> <b>add Mod. code DN</b> Environmental, grommet seal, heat shrink boot adapter	<b>Class PG or ME</b> Environmental, KPTC only	<b>Class E</b> <b>add Mod. code DZ</b> Environmental, grommet seal shielded heat shrink boot adapter
					

## STEP 3 Choose layout

see page 12–14 for layouts

## STEP 4 Choose gender

P=pin S=socket

## STEP 5 Choose rotation

see page 15 for rotation (omit for normal position)

## STEP 6 Choose modification\*\*

see page 11 for modifications (omit if no modification is required)

\* Shell style 02 (box mount) and 07A (jam nut) doesn't accept a backshell

\*\* If a modification is used the initial ,0' in the shell style description is omitted e.g. KPT01 is changed to KPT1. KPTC series does never use the initial ,0' e.g. KPTC6

Design your part number as per above steps

KPSE/KPT Examples	STEP 1 Shell style	STEP 2 Class/Backshell	STEP 3 Contact arrangement	STEP 4 Contact gender	STEP 5 Insulation rotation	STEP 6 Mod code (max. 3 codes)
<b>Solder Industrial</b>	KPT02	E	20–41	P		
<b>Crimp Industrial</b>	KPSE1	E	14–12	S	– W	– F42 – A240 – F0

KPTC Examples	STEP 1 Shell style	STEP 2 Class/Backshell	STEP 3 Contact arrangement	STEP 4 Contact gender	STEP 6 Plating	STEP 5 Insulation rotation	STEP 6 Mod code (max. 3 codes)
<b>Solder Industrial</b>	KPTC2	E	20–41	P	C		– MA
<b>Crimp Industrial</b>	KPTC0	PG	14–12	S	– D	W	– P13,5 – MB

# Ordering reference

## KPT / KPSE / KPTC

	KP..	02	E	22 - 36	P	W	*
<b>Series</b>							
KPSE – Cannon prefix crimp, contacts supplied							
KPT – Cannon prefix solder, contacts installed							
KPTC – Cannon prefix commercial version, contacts to be ordered separately							
<b>Shell type</b>							
Cannon designation omit 0 in case of a mod code and KPTC							
00 – wall mounting receptacle see page 16							
01 – cable connecting plug see page 17							
02 – box mounting receptacle (class E only), thru-bulkhead recep. see page 18							
06 – straight plug see page 19/20							
07 – jam nut receptacle see page 21							
08 – 90° angle plug see page 22							
<b>Class</b>							
A – general duty with thread							
E – grommet seal, environmental, no clamp							
E – grommet seal, in combination with modification DN or DZ							
F – grommet seal with strain relief							
PG – endbell for PG glands							
ME – endbell for metric glands							
<b>Shell size</b>							
8 – 24							
<b>Contact arrangement</b> see page 12–14							
<b>Contact type</b>							
P – pin							
S – socket							
<b>Alternate insert position</b>							
W, X, Y and Z (omit for normal position) see page 15							
<b>Modification</b> see page 11							

\* If a modification is used the initial ,0' in the shell style description is omitted e.g. KPT01 is changed to KPT1. KPTC series does never use the initial ,0' e.g. KPTC6

## KPSE/KPT-Modification codes

Multiple codes can be used in order of listing below		
	KPSE	KPT
<b>Endbell</b>		
DN – heat shrink boot adapter, grommet seal	DN	DN
DZ – shielded, heat shrink boot adapter, grommet seal	DZ	DZ
F42 – without endbell, grommet and ferrule	F42	F42
<b>Plating (Cadmium with olive drab chromate plating is standard; Alternative platings below)</b>		
A232 – Zinc Cobalt, black plating (RoHS compliant)	A232	A232
A240 – Zinc Nickel plating (RoHS compliant) (not for code DZ)	A240	A240
A233 – Zinc Cobalt, green plating (RoHS compliant)	A233	A233
A34 – Nickel plating (RoHS compliant)	A34	A34
<b>Contact</b>		
F0 – connector without contacts	F0	F0
EX – PCB solder pin 0,76x7mm (style 02 and 07 only)	–	EX
EW – PCB solder pin 0,6x7mm (style 02 and 07 only)	–	EW

## KPTC-Modification codes

Multiple codes can be used in order of listing below	
	KPTC
<b>Plating</b>	
Nickel plating (RoHS compliant)	C
Zinc Cobalt black plating (RoHS compliant)	R
Zinc Cobalt green plating (RoHS compliant)	F
Zinc Nickel plating (RoHS compliant) (not for code DZ)	H
Cadmium with olive drab chromate	D
<b>Endbell</b>	
DN – heat shrink boot adapter, grommet seal	DN
DZ – shielded, heat shrink boot adapter, grommet seal	DZ
F42 – without endbell, grommet and ferrule	F42
<b>Endbell for PG glands (KPTC and KPT)</b>	
PG09 – thread for shell size 10	P9
PG11 – thread for shell size 12	P11
PG13,5 – thread for shell size 14	P13,5
PG16 – thread for shell size 16	P16
PG21 – thread for shell size 18, 20, 22	P21
PG29 – thread for shell size 24	P29
<b>Endbell for metric glands (KPTC and KPT)</b>	
M12 – thread for shell size 10	M12
M16 – thread for shell size 12	M16
M20 – thread for shell size 14	M20
M25 – thread for shell size 16, 18, 20	M25
M32 – thread for shell size 22, 24	M32
<b>Contact</b>	
Connector supplied with solder pot contacts installed	MA
Connector supplied with crimp contacts	MB

## Military approved version

Specification	
<b>Shell type</b>	see page 31
A – wall mounting receptacle with straight endbell	
B – wall mounting receptacle with cable clamp	
C – box mounting receptacle	
D – jam nut receptacle	
E – jam nut receptacle with cable clamp	
J – straight plug with adapter DN	
K – straight plug with cable clamp	
M – straight plug, version DZ	
R – wall mounting receptacle, version DZ	
S – jam nut receptacle with adapter DN	
<b>Shell size</b> 8, 10, 12, 14, 16, 18, 20, 22 and 24	
<b>Contact arrangements</b>	see page 12–14
<b>Contact type</b> P – pin S – socket	
<b>Alternate insert position</b>	see page 15

VG95328 A 18-1 S N

## CONTACT ARRANGEMENTS

	No. of contacts	Contact arrangements Contact size AWG	Service rating	Insulator position			
				W	X	Y	Z
	2	8-2 ▲△ 20	1	58	122	—	—
	3	8-3 ▲△ 20	1	60	210	—	—
	3	8-3A ▲●◇ 20	1	60	—	—	—
	3	8-33 ▲◇△ 20	1	90	—	—	—
	4	8-4 ▲△ 20	1	45	—	—	—
	6	10-6 ▲●△◇ 20	1	90	—	—	—
	7	10-7 ▲ 20	1	90	—	—	—
	6	10-98 ▲ 20	1	90	180	240	270
	3	12-3 ▲●△◇ 16	2	—	—	180	—
	8	12-8 ▲ 20	1	90	112	203	292
	10	12-10 ▲●△◇ 20	1	60	155	270	295
	14	12-14 ▲ 20	1	60	155	270	295
	5	14-5 ▲●△◇ 16	2	40	92	184	273
	12	14-12 ▲●△◇ 20 (8) 16 (4)	1	43	90	—	—

Legend ▲KPT ◇KPSE △authorized per MIL-C-26482 ●authorized per VG95328

## CONTACT ARRANGEMENTS

	No. of contacts	Contact arrangements Contact size AWG	Service rating	Insulator position			
				W	X	Y	Z
	15	<b>14-15</b> ▲•△◇ 20 (14) 16 (1)	1	17	110	155	234
	18	<b>14-18</b> ▲ 20	1	15	90	180	270
	19	<b>14-19</b> ▲•△◇ 20	1	30	165	315	—
	5	<b>14-22</b> ◇ 12 (4) 20 (1)	1	—	—	—	—
	4	<b>14A4</b> ▲ Coax RG 188 U (not for receptacle shell style 02)	1	—	—	—	—
	8	<b>16-8</b> ▲•△◇ 16	2	54	152	180	331
	23	<b>16-23</b> ▲•◇ 20 (22) 16 (1)	1	158	270	—	—
	26	<b>16-26</b> ▲•△◇ 20	1	60	—	275	338
	11	<b>18-11</b> ▲•△◇ 16	2	62	119	241	340
	32	<b>18-32</b> ▲•△◇ 20	2	85	138	222	265

Legend ▲KPT ◇KPSE △authorized per MIL-C-26482 •authorized per VG95328

## CONTACT ARRANGEMENTS

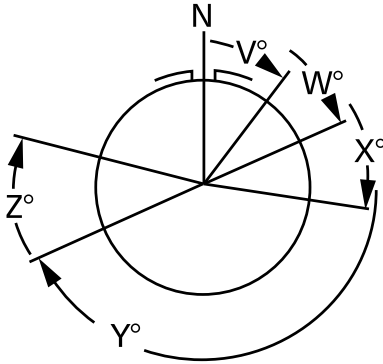
	No. of contacts	Contact arrangements Contact size AWG	Service rating	Insulator position			
				W	X	Y	Z
	5	<b>20A6</b> ◇ 12 Note: contacts are 1 grounding pin and 4 standard size 12 pins	2	90	180	270	–
	16	<b>20-16</b> ▲•△◇ 16	2	238	316	333	347
	24	<b>20-24</b> ▲ 20	1	70	145	215	290
	39	<b>20-39</b> ▲•△◇ 20 (37) 16 (2)	1	63	114	252	333
	41	<b>20-41</b> ▲•△◇ 20	1	45	126	225	–
	21	<b>22-21</b> ▲•△◇ 16	2	16	135	175	349
	36	<b>22-36</b> ▲• 20	1	72	144	216	288
	41	<b>22-41</b> ▲△ 20 (27) 16 (14)	1 2	39	135	264	–
	55	<b>22-55</b> ▲•△◇ 20	1	30	142	226	314
	61	<b>24-61</b> ▲•△◇ 20	1	90	180	270	324

Legend ▲KPT ◇KPSE △authorized per MIL-C-26482 •authorized per VG95328

## ALTERNATE INSERT POSITION

The diagram indicates alternate insert positions.

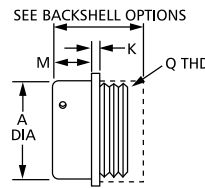
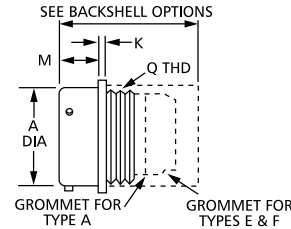
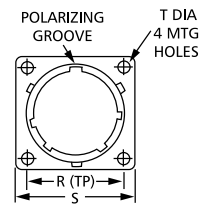
The six positions N, V, W, Y, Z differ in degree of rotation for various sizes and arrangements. For the exact degree of rotation, for the list of contact arrangements and for alternate positions available, refer to the table at the right.



Shell size	No. of contacts	Contact arrangements	Degree of Rotation				
			V	W	X	Y	Z
8	2	8-2	–	58	122	–	–
	3	8-3	–	60	210	–	–
	3	8-3A	–	60	–	–	–
	3	8-33	–	90	–	–	–
	4	8-4	–	45	–	–	–
10	6	10-6	–	90	–	–	–
	7	10-7	–	90	–	–	–
	6	10-98	–	90	180	240	270
12	3	12-3	–	–	–	180	–
	8	12-8	–	90	112	203	292
	10	12-10	–	60	155	270	295
	14	12-14	–	60	155	270	295
14	4	14A4	–	–	–	–	–
	5	14-5	–	40	92	184	273
	12	14-12	–	43	90	–	–
	15	14-15	–	17	110	155	234
	18	14-18	–	15	90	180	270
	19	14-19	–	30	165	315	–
16	5	14-22	–	–	–	–	–
	8	16-8	–	54	52	180	331
	23	16-23	–	158	270	–	–
18	26	16-26	–	60	–	275	338
	11	18-11	–	62	119	241	340
	32	18-32	–	85	138	222	265
20	5	20A6*	–	90	180	270	–
	16	20-16	–	238	318	333	347
	24	20-24	–	70	145	215	290
	39	20-39	–	63	114	252	333
	41	20-41	–	45	126	225	–
22	21	22-21	–	16	135	175	349
	36	22-36	–	72	144	216	288
	41	22-41	–	39	135	264	–
	55	22-55	–	30	142	226	314
24	61	24-61	–	90	180	270	324

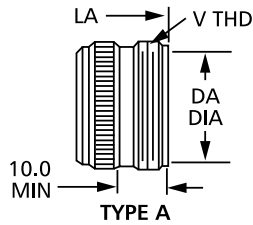
\* This contact arrangement features five contacts size 12. Four standard contacts and one is a first-to-mate contact.

## WALL MOUNTING RECEPTACLES KPT00/KPSE00/KPTC0

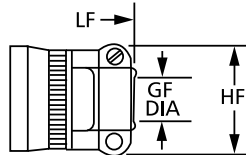
SOLDER  
KPT01 (MS3111)CRIMP  
KPSE01 (MS3121)RECEPTACLE  
ASSEMBLY

Shell size	Ø A	Q	K	M	R	S	Ø T
	+0,03-0,13	Thread Type 2A	±0,1	±0,15	±0,15	max.	±0,15
8	12,00	7/16-28UNEF	1,9	11,6	15,1	21,0	3,05
10	15,00	9/16-24UNEF	1,9	11,6	18,3	24,2	3,05
12	19,05	11/16-24UNEF	1,9	11,6	20,6	26,6	3,05
14	22,23	13/16-20UNEF	1,9	11,6	23,0	29,0	3,05
16	25,40	15/16-20UNEF	1,9	11,6	24,6	31,3	3,05
18	28,58	1-1/16-18UNEF	1,9	11,6	27,0	33,7	3,05
20	31,75	1-3/16-18UNEF	2,2	14,25	29,4	36,9	3,05
22	34,93	1-5/16-18UNEF	2,2	14,25	31,8	40,1	3,05
24	38,10	1-7/16-18UNEF	2,2	15,1	34,9	43,3	3,75

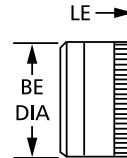
## Backshell options



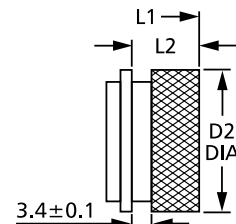
TYPE A



TYPE F



TYPE E



TYPE DN

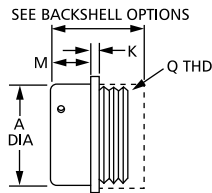
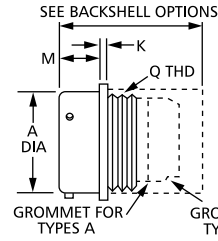
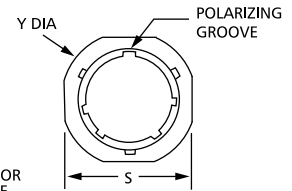
Type A				Type F			Type E	
Shell size	Ø D <sub>A</sub> min.	L <sub>A</sub> max.	V <sub>THD</sub> Thread Type 2A	Ø G <sub>F</sub> min.	H <sub>F</sub> max.	L <sub>F</sub> max.	Ø B <sub>E</sub> max.	L <sub>E</sub> max.
8	8,5	38,0	1/2-28UNEF	2,9	19,3	56,0	14,2	32,5
10	11,8	38,0	5/8-24UNEF	4,5	20,8	56,0	17,2	32,5
12	15,0	38,0	3/4-20UNEF	7,7	24,4	56,0	20,4	32,5
14	17,9	38,0	7/8-20UNEF	9,3	27,2	56,0	23,4	32,5
16	21,1	38,0	1-20UNEF	12,4	28,7	56,0	26,6	32,5
18	24,1	38,0	1-3/16-18UNEF	15,6	35,3	56,0	29,6	32,5
20	26,5	43,1	1-3/16-18UNEF	15,6	35,3	61,0	32,8	34,5
22	30,4	43,1	1-7/16-18UNEF	18,8	39,9	61,0	36,0	34,5
24	32,8	43,1	1-7/16-18UNEF	20,1	43,2	61,0	39,2	34,5

## Mod. DN

Shell size	Ø D <sub>2</sub> -0,5	L <sub>1</sub> max.	L <sub>2</sub> ±0,5
8	15,6	35,0	12,2
10	18,4	35,0	12,2
12	23,7	35,0	12,2
14	24,5	35,0	12,2
16	29,8	37,0	14,5
18	32,0	37,0	14,5
20	36,1	42,0	15,8
22	38,5	42,0	15,8
24	41,6	42,0	14,9

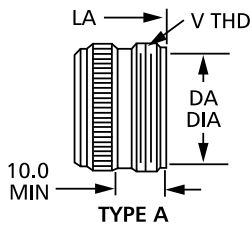


## CABLE CONNECTING PLUGS KPT01/KPSE01/KPTC1

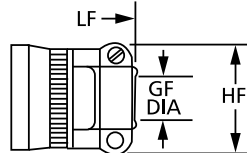
SOLDER  
KPT01 (MS3111)CRIMP  
KPSE01 (MS3121)RECEPTACLE  
ASSEMBLY

Shell size	Ø A +0,03 - 0,13	K ±0,1	M ±0,15	Q THD Thread Type 2A	S max.	Ø Y max.
8	12,00	1,9	11,6	7/16-28UNEF	20,6	23,8
10	15,00	1,9	11,6	9/16-24UNEF	23,8	26,9
12	19,05	1,9	11,6	11/16-24UNEF	26,15	29,3
14	22,23	1,9	11,6	13/16-20UNEF	28,5	31,7
16	25,40	1,9	11,6	15/16-20UNEF	30,7	34,1
18	28,58	1,9	11,6	1-1/16-18UNEF	33,3	36,5
20	31,75	2,2	14,25	1-3/16-18UNEF	36,5	39,6
22	34,93	2,2	14,25	1-5/16-18UNEF	39,5	42,8
24	38,10	2,2	15,1	1-7/16-18UNEF	42,8	46,0

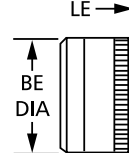
## Backshell options



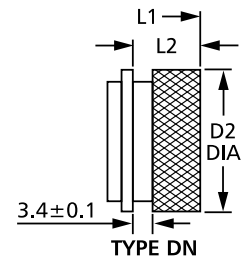
TYPE A



TYPE F



TYPE E



TYPE DN

Type A				Type F			Type E	
Shell size	Ø Da min.	LA max.	V THD Thread Type 2A	Ø Gf min.	Hf max.	Lf max.	Ø Be max.	Le max.
8	8,5	38,0	1/2-28UNEF	2,9	19,3	56,0	14,2	32,5
10	11,8	38,0	5/8-24UNEF	4,5	20,8	56,0	17,2	32,5
12	15,0	38,0	3/4-20UNEF	7,7	24,4	56,0	20,4	32,5
14	17,9	38,0	7/8-20UNEF	9,3	27,2	56,0	23,4	32,5
16	21,1	38,0	1-20UNEF	12,4	28,7	56,0	26,6	32,5
18	24,1	38,0	1-3/16-18UNEF	15,6	35,3	56,0	29,6	32,5
20	26,5	43,1	1-3/16-18UNEF	15,6	35,3	61,0	32,8	34,5
22	30,4	43,1	1-7/16-18UNEF	18,8	39,9	61,0	36,0	34,5
24	32,8	43,1	1-7/16-18UNEF	20,1	43,2	61,0	39,2	34,5

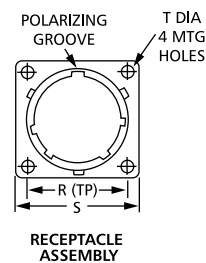
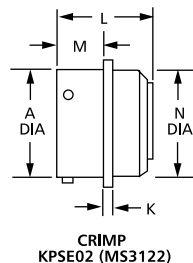
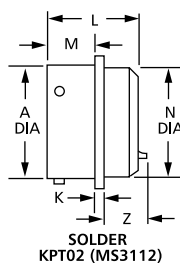
## Mod. DN

Shell size	Ø D2 -0,5	L1 max.	L2 ±0,5
8	15,6	35,0	12,2
10	18,4	35,0	12,2
12	23,7	35,0	12,2
14	24,5	35,0	12,2
16	29,8	37,0	14,5
18	32,0	37,0	14,5
20	36,1	42,0	15,8
22	38,5	42,0	15,8
24	41,6	42,0	14,9

Dimensions shown in mm | Specifications and dimensions subject to change

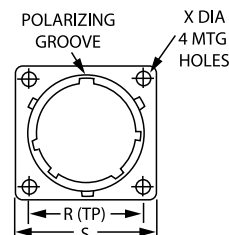
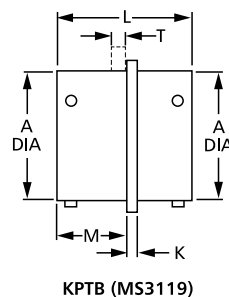
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## BOX MOUNTING RECEPTACLE KPT02/KPSE02/KPTC2



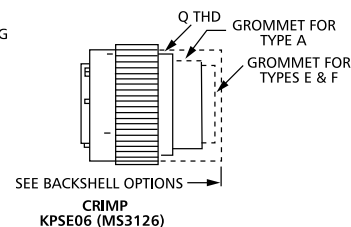
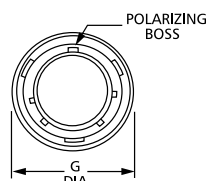
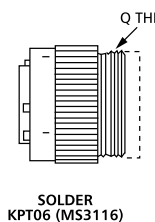
KPT/KPSE/KPTC									KPT/KPTC
Shell size	Ø A +0,03-0,13	L max.	Ø N max.	K ±0,1	M ±0,15	R ±0,15	S max.	Ø T ±0,15	Z max.
8	12,00	21,1	11,1	1,9	11,6	15,1	21,0	3,05	12,3
10	15,00	21,1	14,3	1,9	11,6	18,3	24,2	3,05	12,3
12	19,05	21,1	17,5	1,9	11,6	20,6	26,6	3,05	12,3
14	22,23	21,1	20,6	1,9	11,6	23,0	29,0	3,05	12,3
16	25,40	21,1	23,8	1,9	11,6	24,6	31,3	3,05	12,3
18	28,58	21,1	27,0	1,9	11,6	27,0	33,7	3,05	12,3
20	31,75	22,7	30,2	2,2	14,25	29,4	36,9	3,05	10,8
22	34,93	22,7	33,4	2,2	14,25	31,8	40,1	3,05	10,8
24	38,10	22,7	36,5	2,2	15,1	34,9	43,3	3,75	10,0

## THRU-BULKHEAD RECEPTACLES KPTB



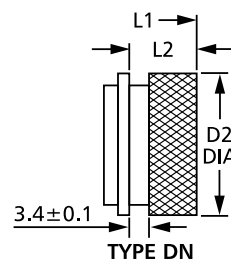
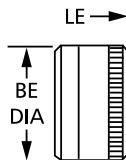
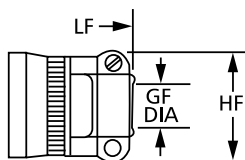
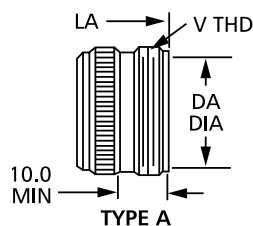
KPTB (MS3119)									
Shell size	Ø A +0,03-0,13	K ±0,1	L max.	M ±0,25	T max.	R ±0,15	S max.	Ø X ±0,15	
8	12,00	1,8	28,6	14,5	6,0	15,1	21,0	3,05	
10	15,00	1,8	28,6	14,5	6,0	18,3	24,2	3,05	
12	19,05	1,8	28,6	14,5	6,0	20,6	26,6	3,05	
14	22,23	1,8	28,6	14,5	6,0	23,0	29,0	3,05	
16	25,40	1,8	28,6	14,5	6,0	24,6	31,3	3,05	
18	28,58	1,8	28,6	14,5	6,0	27,0	33,7	3,05	
20	31,75	2,5	31,9	17,7	9,2	29,4	36,9	3,05	
22	34,93	2,5	31,9	17,7	9,2	31,8	40,1	3,05	
24	38,10	2,5	31,9	17,7	8,0	34,9	43,3	3,75	

## STRAIGHT PLUGS KPT06/KPSE06/KPTC6



Shell size	Ø G	Q THD
	max.	Thread Type 2A
8	19,8	7/16-28UNEF
10	23,6	9/16-24UNEF
12	26,5	11/16-24UNEF
14	30,1	13/16-20UNEF
16	33,2	15/16-20UNEF
18	35,4	1-1/16-18UNEF
20	39,0	1-3/16-18UNEF
22	42,1	1-5/16-18UNEF
24	45,2	1-7/16-18UNEF

## Backshell options



Type A				Type F			Type E	
Shell size	Ø Da	LA	V THD	Ø Gf	Lf	Hf	Ø B <sub>E</sub>	L <sub>E</sub>
	min.	max.	Thread Type 2A	min.	max.	max.	max.	max.
8	8,5	42,0	1/2-28UNEF	2,9	56,0	19,3	14,2	32,5
10	11,8	42,0	5/8-24UNEF	4,5	56,0	20,8	17,2	32,5
12	15,0	42,0	3/4-20UNEF	7,7	56,0	24,4	20,4	32,5
14	17,9	42,0	7/8-20UNEF	9,3	56,0	27,2	23,4	32,5
16	21,1	42,0	1-20UNEF	12,4	59,0	28,7	26,6	32,5
18	24,1	42,0	1-3/16-18UNEF	15,6	59,0	35,3	29,6	32,5
20	26,5	45,0	1-3/16-18UNEF	15,6	59,0	35,3	32,8	34,5
22	30,4	45,0	1-7/16-18UNEF	18,8	59,0	39,9	36,0	34,5
24	32,8	45,0	1-7/16-18UNEF	20,1	59,0	43,2	39,2	34,5

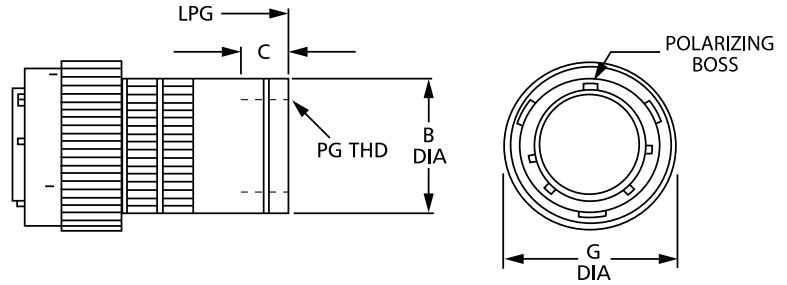
## Mod. DN

Shell size	Ø D2	L1	L2
	-0,5	max.	±0,5
8	15,6	35,0	12,2
10	18,4	35,0	12,2
12	23,7	35,0	12,2
14	24,5	35,0	12,2
16	29,8	37,0	14,5
18	32,0	37,0	14,5
20	36,1	42,0	15,8
22	38,5	42,0	15,8
24	41,6	42,0	14,9

Dimensions shown in mm | Specifications and dimensions subject to change

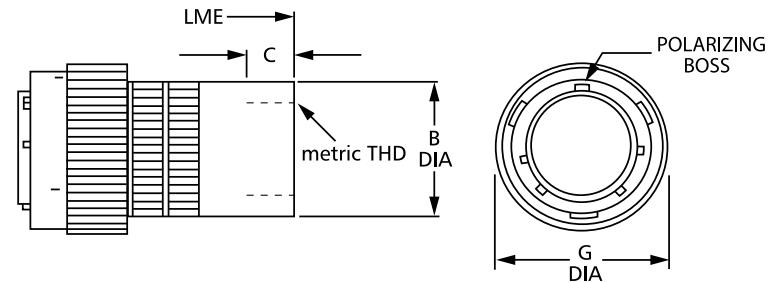
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## STRAIGHT PLUG KPT6PG/KPTC6PG



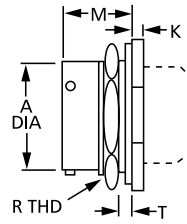
Shell size	Ø G max.	Ø B max.	C min.	LPG max.	PG THD
10	23,6	19,0	10,5	58,5	PG 09
12	26,5	22,5	10,5	58,5	PG 11
14	30,1	25,0	10,5	58,5	PG 13,5
16	33,2	28,0	10,5	73,0	PG 16
18	35,4	32,5	11,5	73,0	PG 21
20	39,0	34,5	11,5	76,0	PG 21
22	42,1	38,0	11,5	82,0	PG 21
24	45,2	40,5	11,5	82,0	PG 29

## STRAIGHT PLUG KPT6ME/KPTC6ME

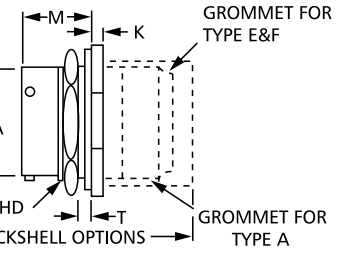
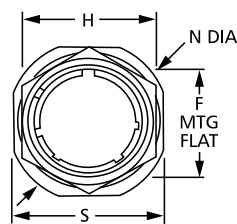


Shell size	Ø G max.	Ø B max.	C min.	LME max.	Metric Thread
10	23,6	19,0	10,5	58,5	M 12 x 1,5
12	26,5	22,5	10,5	58,5	M 16 x 1,5
14	30,1	25,0	10,5	58,5	M 20 x 1,5
16	33,2	28,0	10,5	73,0	M 25 x 1,5
18	35,4	32,5	11,5	73,0	M 25 x 1,5
20	39,0	34,5	11,5	76,0	M 25 x 1,5
22	42,1	38,0	11,5	82,0	M 32 x 1,5
24	45,2	40,5	11,5	82,0	M 32 x 1,5

## JAM NUT RECEPTACLES KPT07/KPSE07/KPTC7



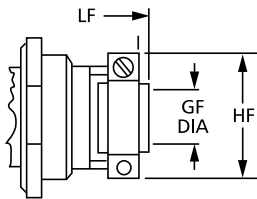
**SOLDER**  
**KPT07 (MS3114)**



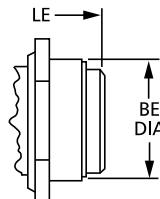
**CRIMP**  
**KPSE07 (MS3124)**

Shell size	Ø A	F	H	K	M	R <sub>THD</sub>	S	T Panel thickness	Ø N
	+0,03-0,13	±0,15	±0,15	±0,25	±0,15	Thread Type 2A	±0,5	min. max.	max.
8	12,00	13,3	19,0	3,2	17,7	9/16-24UNEF	24,0	1,6 3,5	28,0
10	15,00	16,5	22,2	3,2	17,7	11/16-24UNEF	27,0	1,6 3,5	31,0
12	19,05	20,6	27,0	3,2	17,7	7/8-20UNEF	32,0	1,6 3,5	36,0
14	22,23	23,8	30,2	3,2	17,7	1-20UNEF	35,0	1,6 3,5	39,0
16	25,40	26,9	33,3	3,2	17,7	1-1/8-18UNEF	38,5	1,6 3,5	42,0
18	28,58	30,1	36,5	3,2	17,7	1-1/4-18UNEF	41,5	1,6 3,5	45,0
20	31,75	33,3	39,7	4,0	22,5	1-3/8-18UNEF	46,0	1,6 6,5	50,0
22	34,93	36,5	42,9	4,0	22,5	1-1/2-18UNEF	49,5	1,6 6,5	55,0
24	38,10	39,6	46,0	4,0	23,3	1-5/8-18UNEF	52,5	1,6 6,5	57,0

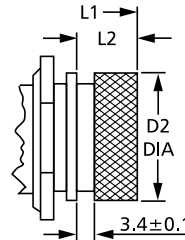
## Backshell options



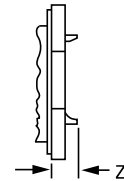
**TYPE F**



**TYPE E**



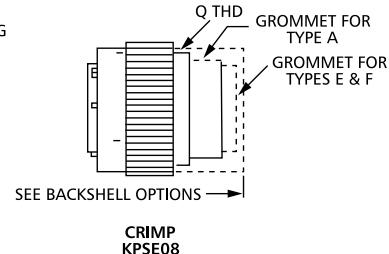
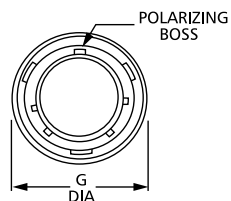
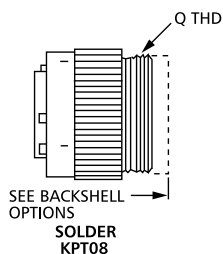
**TYPE DN**



**TYPE A**

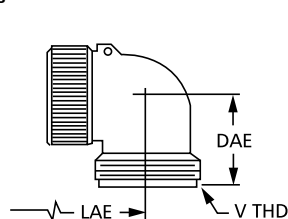
	Type F			Type E		Type DN			Type A KPT/KPTC
Shell size	L <sub>F</sub>	Ø G <sub>F</sub>	H <sub>F</sub>	Ø B <sub>E</sub>	L <sub>E</sub>	L <sub>1</sub>	L <sub>2</sub>	Ø D <sub>2</sub>	Z
	max.	max.	max.	max.	max.	max.	±0,5	max.	max.
8	44,9	2,9	19,3	18,2	33,5	43,0	12,2	15,6	7,9
10	44,9	4,5	20,8	21,5	33,5	43,0	12,2	18,4	7,9
12	44,9	7,7	24,4	24,6	33,5	43,0	12,2	23,7	7,9
14	44,9	9,3	27,2	27,8	33,5	43,0	12,2	24,7	7,9
16	48,4	12,4	28,7	31,0	33,5	45,5	14,5	29,8	7,9
18	48,4	15,6	35,3	34,1	33,5	45,5	14,5	32,0	7,9
20	50,3	15,6	35,3	38,1	39,0	52,6	15,8	36,1	4,7
22	50,3	18,8	39,9	41,3	39,0	52,6	15,8	28,5	4,7
24	50,3	20,1	43,2	44,5	39,0	51,6	14,9	41,6	3,8

## RIGHT ANGLE PLUG, 90° KPT08/KPSE08/KPTC8

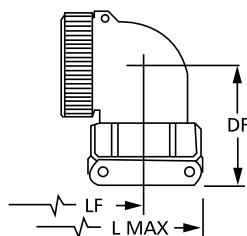


Shell size	Ø G	Q
	max.	Thread Type 2A
8	19,8	7/16-28UNEF
10	23,6	9/16-24UNEF
12	26,5	11/16-24UNEF
14	30,1	13/16-20UNEF
16	33,2	15/16-20UNEF
18	35,4	1-1/16-18UNEF
20	39,0	1-3/16-18UNEF
22	42,1	1-5/16-18UNEF
24	45,2	1-7/16-18UNEF

## Backshell options



TYPE A&amp;E



TYPE F

Type A and E				Type F		
Shell size	L <sub>AE</sub>	D <sub>AE</sub>	V <sub>THD</sub>	L	D <sub>F</sub>	L <sub>F</sub>
	max.	max.	Thread Type 2A	max.	max.	max.
8	36,1	20,9	1/2-28UNEF	47,0	31,4	36,1
10	38,3	21,7	5/8-24UNEF	49,5	32,2	38,3
12	40,9	23,3	3/4-20UNEF	53,5	35,4	40,9
14	41,6	24,9	7/8-20UNEF	55,5	38,6	41,6
16	42,5	26,5	1-20UNEF	57,0	40,2	42,5
18	44,7	28,1	1-3/16-18UNEF	62,5	41,8	44,7
20	48,3	29,6	1-3/16-18UNEF	67,0	43,4	48,3
22	52,1	31,7	1-7/16-18UNEF	71,5	47,9	52,1
24	52,1	33,6	1-7/16-18UNEF	74,0	49,9	52,1

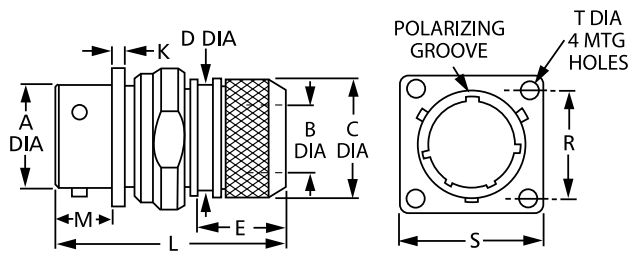
## VERSIONS WITH GROUNDING CONTINUITY KPT/KPSE/KPTC

These connectors are designed to ensure electrical continuity

- at the cable shielding level to protect it against radio frequency interferences
- at the grounding level (if it is connected to the shielding)

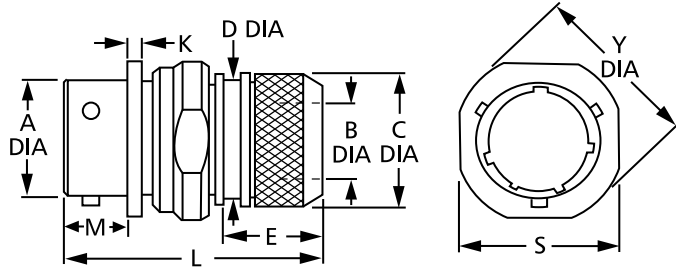
The plugs are manufactured with grounding fingers fixed to the front face of the shell. They make contact with the inner side of the receptacle shell. Plug and receptacle feature a special backshell which supports the cable shielding. The connectors are in accordance with the VG95328 specification.

## RECEPTACLE WITH GROUNDING CONTINUITY (for shielded cable) KPTOE/KPSEO/KPTCOE... DZ



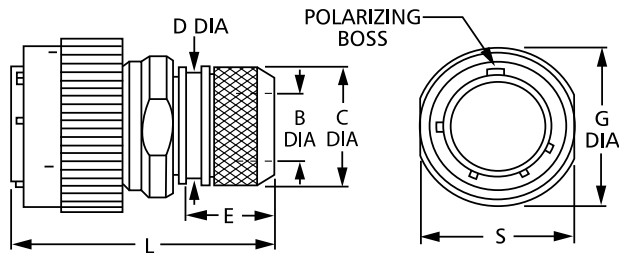
Shell size	Ø A +0,03–0,13	Ø B min.	Ø C ±0,5	Ø D max.	E ±1,0	K ±0,1	L max.	M ±0,15	R ±0,15	S max.	Ø T ±0,15
8	12,00	6,6	16,0	13,3	15,0	1,9	52,0	11,6	15,1	21,0	3,05
10	15,00	9,2	18,0	16,1	15,0	1,9	52,0	11,6	18,3	24,2	3,05
12	19,05	12,2	22,0	20,0	17,0	1,9	52,0	11,6	20,6	26,6	3,05
14	22,23	15,2	25,0	22,2	18,0	1,9	53,0	11,6	23,0	29,0	3,05
16	25,40	18,3	28,0	26,2	18,0	1,9	53,0	11,6	24,6	31,3	3,05
18	28,58	20,0	32,0	28,5	18,0	1,9	53,0	11,6	27,0	33,7	3,05
20	31,75	23,0	34,0	32,5	18,0	2,2	58,0	14,25	29,4	36,9	3,05
22	34,93	26,0	38,0	34,8	18,0	2,2	58,0	14,25	31,7	40,1	3,05
24	38,10	28,8	41,0	37,9	18,0	2,2	58,0	15,1	34,9	43,3	3,75

## CABLE CONNECTING PLUG WITH GROUNDING CONTINUITY (for shielded cable) KPT1E/KPSE1E/KPTC1E...DZ



Shell size	Ø A +0,03 -0,13	M ±0,15	Ø B min.	Ø C ±0,5	Ø D max.	E ±1,0	K ±0,1	L max.	S max.	Ø Y max.
8	12,00	11,6	6,6	16,0	13,3	15,0	1,9	52,0	18,5	21,0
10	15,00	11,6	9,2	18,0	16,1	15,0	1,9	52,0	23,0	24,2
12	19,05	11,6	12,2	22,0	20,0	17,0	1,9	52,0	29,0	26,6
14	22,23	11,6	15,2	25,0	22,2	18,0	1,9	53,0	29,5	29,0
16	25,40	11,6	18,3	28,0	26,2	18,0	1,9	53,0	32,0	31,3
18	28,58	11,6	20,0	32,0	28,5	18,0	1,9	53,0	35,0	33,7
20	31,75	14,25	23,0	34,0	32,5	18,0	2,2	58,0	38,5	36,9
22	34,93	14,25	26,0	38,0	34,8	18,0	2,2	58,0	42,0	40,1
24	38,10	14,25	28,8	41,0	37,9	18,0	2,2	58,0	46,0	43,3

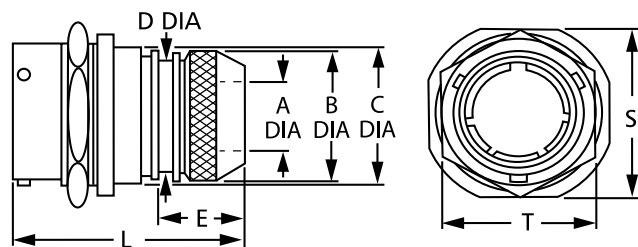
## STRAIGHT PLUG WITH GROUNDING CONTINUITY KPT6E/KPSE6E/KPTC6E...DZ



Shell size	Ø B min.	Ø C +0,5	Ø G max.	Ø D max.	E 1,0	L max.	S +0,2
8	6,6	16,0	19,1	13,3	15,0	48,0	17,00
10	9,2	18,0	22,0	16,1	15,0	48,0	19,00
12	12,2	22,0	26,2	20,0	17,0	48,0	23,00
14	15,2	25,0	29,4	22,2	18,0	49,0	26,00
16	18,3	28,0	32,8	26,2	18,0	49,0	29,00
18	20,0	32,0	35,4	28,5	18,0	49,0	33,00
20	23,0	34,0	39,0	32,5	18,0	53,0	35,00
22	26,0	38,0	42,1	34,8	18,0	53,0	39,00
24	28,8	41,0	45,2	37,9	18,0	53,0	42,00

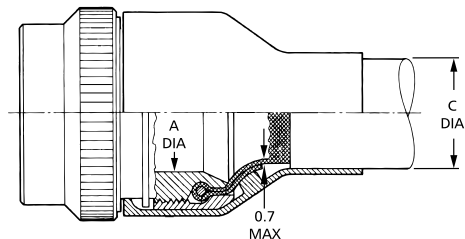


JAM NUT RECEPTACLE WITH GROUNDING CONTINUITY (for shielded cable) KPT 7E/KPSE 7E/KPTC... DZ



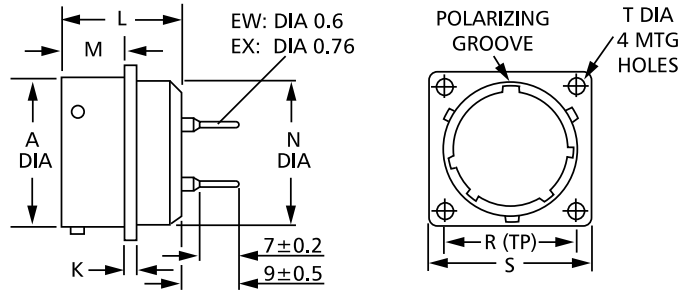
Shell size	Ø A	Ø B	Ø C	Ø D	E	L	S	T
	min.	+0,5	max.	max.	±1,0	max.	±0,25	±0,25
8	6,6	16,0	18,2	13,3	15,0	47,0	23,0	19,0
10	9,2	18,0	21,4	16,1	15,0	47,0	27,0	22,2
12	12,2	22,0	24,6	20,0	17,0	49,0	31,7	27,0
14	15,2	25,0	27,8	22,2	18,0	50,0	34,9	30,2
16	18,3	28,0	30,9	26,2	18,0	50,0	38,1	33,3
18	20,0	32,0	34,1	28,5	18,0	50,0	41,3	36,5
20	23,0	34,0	38,1	32,5	18,0	55,0	46,0	39,7
22	26,0	38,0	41,3	34,8	18,0	55,0	49,2	42,9
24	28,8	41,0	44,4	37,9	18,0	55,0	52,3	46,0

ASSEMBLY OF A CONNECTOR WITH A GROUND CONTINUITY BACKSHELL KPT/KPSE/KPTC... DZ



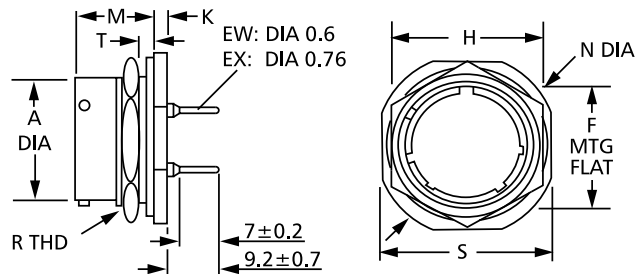
Shell size	ØC
	max.
8	6,6
10	9,2
12	12,2
14	15,2
16	18,3
18	20,0
20	23,0
22	26,0
24	28,8

## BOX MOUNTING RECEPTACLE KPT2/KPTC2 ... EX OR EW



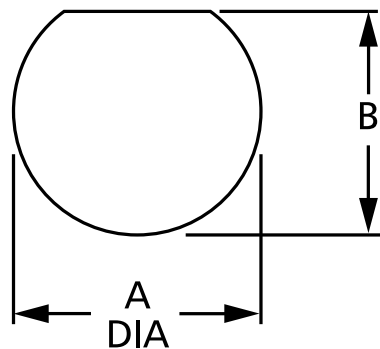
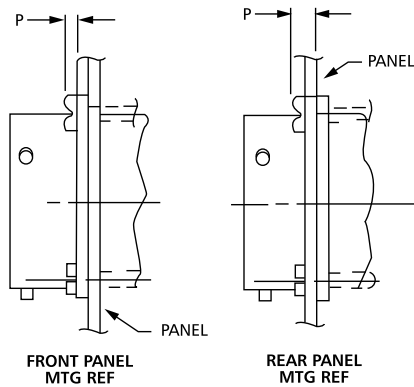
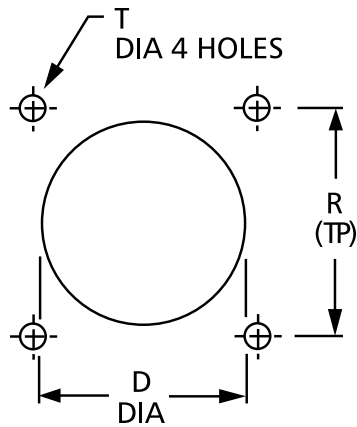
Shell size	Ø A +0,03-0,13	K ±0,1	L max.	M ±0,15	Ø N max.	R ±0,15	S max.	Ø T ±0,15
8	12,00	1,9	21,1	11,60	11,1	15,1	21,0	3,05
10	15,00	1,9	21,1	11,60	14,3	18,3	24,2	3,05
12	19,05	1,9	21,1	11,60	17,5	20,6	26,6	3,05
14	22,23	1,9	21,1	11,60	20,6	23,0	29,0	3,05
16	25,40	1,9	21,1	11,60	23,8	24,6	31,3	3,05
18	28,58	1,9	21,1	11,60	27,0	27,0	33,7	3,05
20	31,75	2,2	22,7	14,25	30,2	29,4	36,9	3,05
22	34,93	2,2	22,7	14,25	33,4	31,7	40,1	3,05
24	38,10	2,2	22,7	15,10	36,5	34,9	43,3	3,75

## JAM NUT RECEPTACLES KPT7/KPTC7 ... EX OR EW



Shell size	Ø A +0,03-0,13	F ±0,15	H ±0,15	K ±0,25	M ±0,15	R <sub>THD</sub> Thread Type 2A	S ±0,5	T (Panel Thickness) min. max.	Ø N max.
8	12,0	13,3	19,0	3,2	17,7	9/16-24UNEF	24,0	1,6 3,5	28,0
10	15,0	16,5	22,2	3,2	17,7	11/16-24UNEF	27,0	1,6 3,5	31,0
12	19,1	20,6	27,0	3,2	17,7	7/8-20UNEF	32,0	1,6 3,5	36,0
14	22,2	23,8	30,2	3,2	17,7	1-20UNEF	35,0	1,6 3,5	39,0
16	25,4	26,9	33,3	3,2	17,7	1-1/8-18UNEF	38,5	1,6 3,5	42,0
18	28,6	30,1	36,5	3,2	17,7	1-1/4-18UNEF	41,5	1,6 3,5	45,0
20	31,8	33,3	39,7	4,0	22,5	1-3/8-18UNEF	46,0	1,6 6,5	50,0
22	34,9	36,5	42,9	4,0	22,5	1-1/2-18UNEF	49,5	1,6 6,5	55,0
24	38,1	39,6	46,0	4,0	23,3	1-5/8-18UNEF	52,5	1,6 6,5	57,0

## PANEL CUTOUTS KPT/KPSE/KPTC



## BOX MOUNTING RECEPTACLE

Shell size	For rear mounting $\varnothing D +0,25/0$	For front mounting		
		$\varnothing D +0,25/0$	$R \pm 0,15$	$\varnothing T +0,3$
8	14,0	12,7	15,1	3,1
10	17,0	16,0	18,3	3,1
12	22,0	19,0	20,6	3,1
14	25,0	22,2	23,0	3,1
16	28,0	25,5	24,6	3,1
18	31,0	28,5	27,0	3,1
20	34,5	31,7	29,4	3,1
22	37,5	35,0	31,8	3,1
24	41,0	38,0	34,9	3,6

## PANEL THICKNESS

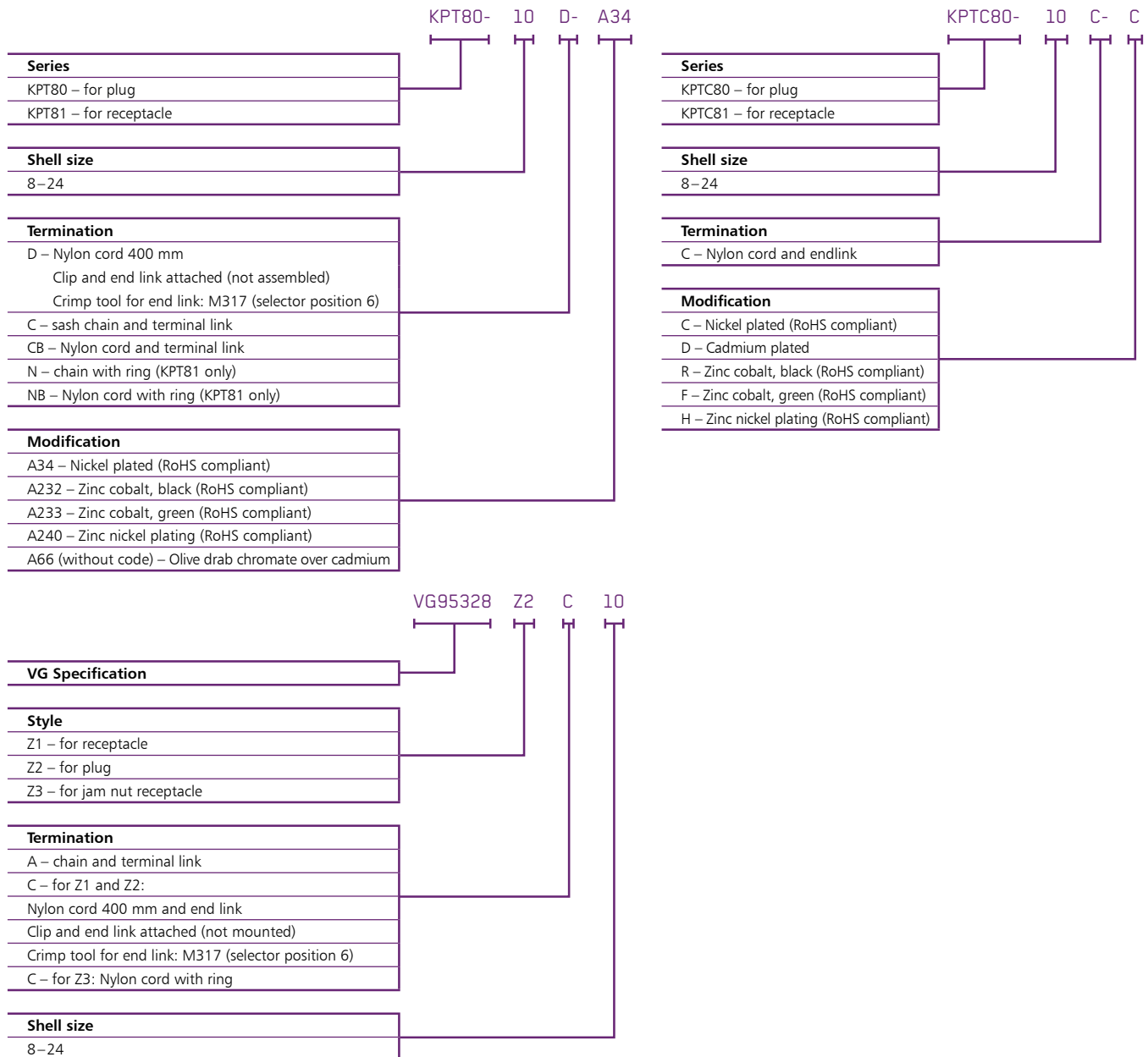
Shell size	P – Panel thickness	
	Height of screw head included	
8	2,2	
10	2,2	
12	2,2	
14	2,2	
16	2,2	
18	2,2	
20	5,4	
22	5,4	
24	5,4	

## JAM NUT RECEPTACLE

Shell size	KPT/KPSE $\varnothing A +0,25/-0$	KPT/KPSE $B +0/-0,12$
8	14,5	13,6
10	17,7	16,8
12	22,7	20,9
14	25,7	24,1
16	28,8	27,2
18	32,0	30,4
20	35,1	33,6
22	38,4	36,8
24	41,5	40,0

**PROTECTIVE CAPS KPT/KPSE/KPTC****Material**

Protective cap	Aluminum alloy
Sash chain	Stainless steel
Cord	Polyamide
Ring	Stainless steel
Clip	Aluminum alloy
Gasket	Fluor Silicone
End link/rivet	Stainless steel, passivated
Bayonet pin	Stainless steel, passivated

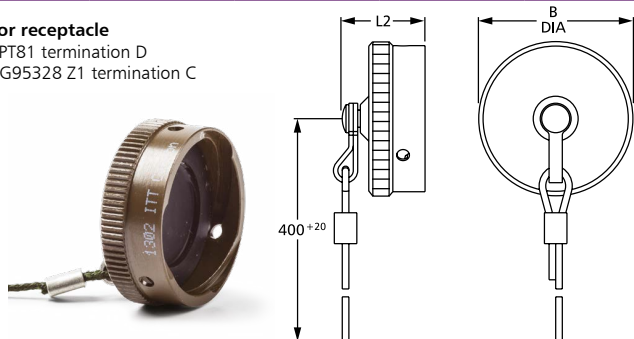
**HOW TO ORDER**

## PROTECTIVE CAPS KPT/KPSE/KPTC

## Cap with nylon cord

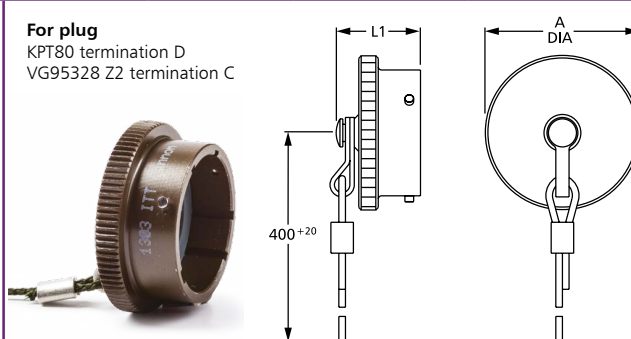
## For receptacle

KPT81 termination D  
VG95328 Z1 termination C



## For plug

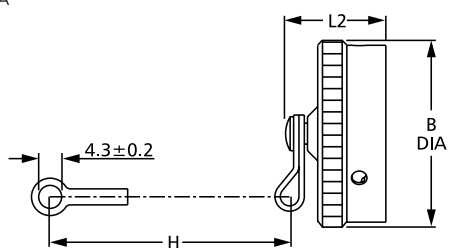
KPT80 termination D  
VG95328 Z2 termination C



## Cap with nylon cord and terminal link

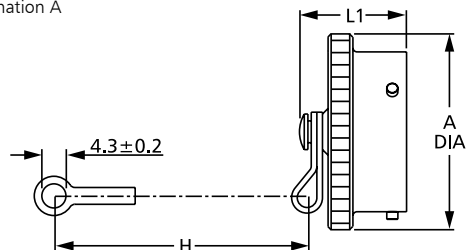
## For receptacle

KPT81 termination C and CB  
VG95328 Z1 termination A



## For plug

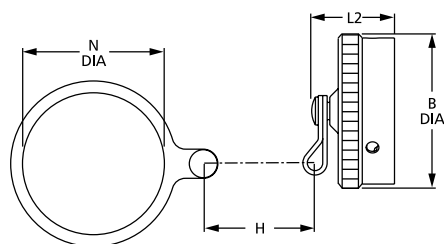
KPT80 termination C and CB  
VG95328 Z2 termination A



## Cap with nylon cord and ring

## For receptacle

KPT81 termination N and NB  
VG95328 Z3 termination C



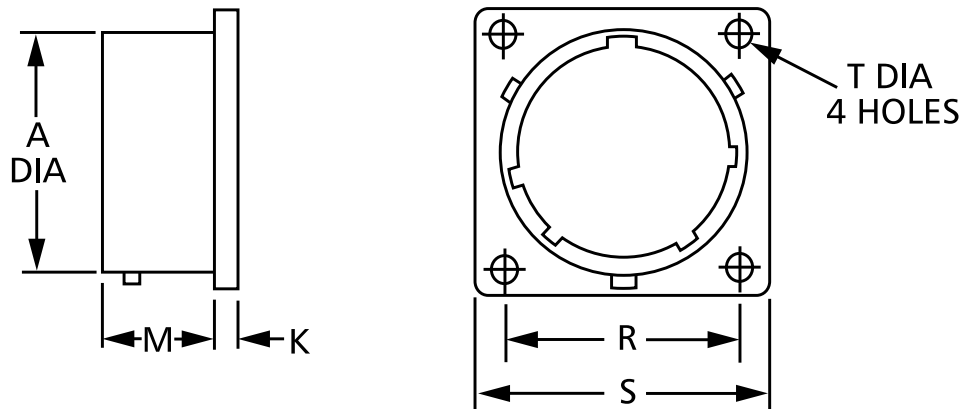
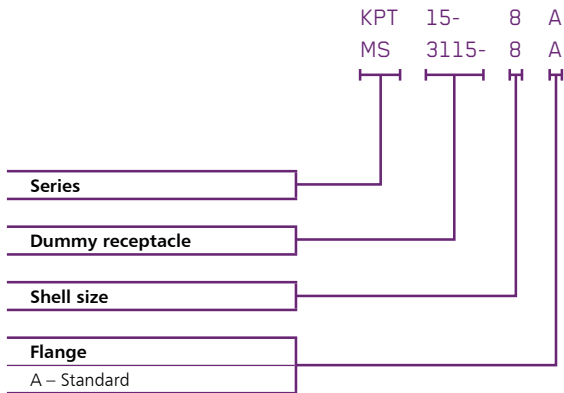
Shell size	Ø A max.	L <sub>1</sub> max.	Ø B max.	L <sub>2</sub> max.	H max.	Ø N ±0,5
8	18,26	19,84	18,0	21,44	76	14,7
10	21,44	19,84	20,3	21,44	76	17,9
12	25,40	19,84	25,1	21,44	89	22,6
14	28,58	19,84	28,2	21,44	89	25,8
16	31,75	19,84	31,5	21,44	89	29,0
18	34,92	19,84	34,5	21,44	89	32,2
20	38,10	21,44	37,8	21,44	101	35,3
22	41,28	21,44	40,9	21,44	101	38,5
24	44,45	22,22	44,2	22,22	101	41,7

Dimensions shown in mm | Specifications and dimensions subject to change

www.ittcannon.com

## DUMMY RECEPTACLES KPT/KPSE/KPTC

## HOW TO ORDER



Shell size	Ø A +0,03–0,13	K ±0,4	M ±0,15	R ±0,15	S max.	Ø T ±0,15
* 8A	12,00	1,6	12,1	15,1	21,0	3,05
* 10A	15,00	1,6	12,1	18,3	24,2	3,05
* 12A	19,05	1,6	12,1	20,6	26,6	3,05
* 14A	22,23	1,6	12,1	23,0	29,0	3,05
* 16A	25,40	1,6	12,1	24,6	31,3	3,05
* 18A	28,58	1,6	12,1	27,0	33,7	3,05
* 20A	31,75	2,4	14,5	29,4	36,9	3,05
* 22A	34,93	2,4	14,5	31,8	40,1	3,05
* 24A	38,10	2,4	15,4	34,9	43,3	3,75

\* Add "KPT 15 -" or "MS 3115-" prefixes

## CROSS REFERENCE LIST KPT/KPSE/VG95328/MIL-C-26482

Solder			Crimp		
ITT Cannon	MIL-C-26482	VG95328	ITT Cannon	MIL-C-26482	VG95328
KPT00E	MS3110E		KPSE00E	MS3120E	VG95328A
KPT00F	MS3110F		KPSE00F	MS3120F	VG95328B
KPT0E-DN			KPSE0E-DN		
KPT0E-DZ			KPSE0E-DZ		VG95328R
KPT01A			KPSE01A		
KPT01E	MS3111E		KPSE01E	MS3121E	
KPT01F	MS3111F		KPSE01F	MS3121F	
KPT1E-DN			KPSE1E-DN		
KPT1E-DZ			KPSE1E-DZ		
KPT02E	MS3112E	VG95328H	KPSE02E	MS3122E	VG95328C
KPT06A			KPSE06A		
KPT06E	MS3116E		KPSE06E	MS3126E	
KPT06F	MS3116F		KPSE06F	MS3126F	VG95328K
KPT6E-DN			KPSE6E-DN		VG95328J
KPT6E-DZ			KPSE6E-DZ		VG95328M
KPT07A			KPSE07A		
KPT07E	MS3114E		KPSE07E	MS3124E	VG95328D
KPT07F	MS3114F		KPSE07F	MS3124F	VG95328E
KPT7E-DN			KPSE7E-DN		VG95328S
KPT7E-DZ			KPSE7E-DZ		
KPT08E			KPSE08E		
KPT08F			KPSE08F		
KPTB	MS3119	VG95328P			

## CROSS REFERENCE LIST PROTECTIVE CAPS KPT/ VG95328/MIL-C-26482

Part No. ITT Cannon	Part No. MIL-C-26482	Part No. VG95328
KPT80	MS3180	
KPT80..C		Z2...VG95328
KPT81	MS3181	
KPT81..C		Z1...VG95328
KPT81..N	MS3181..N	

## TOOLS AND ACCESSORIES KPT/KPSE/KPTC

## TOOLS



## KPSE/KPTC

Tool	Designation	Order reference	Locator*	Order reference	Test gage	Order reference
Hand crimp tool	M22520/1-01	995-0001-585	M22520/1-02	995-0001-736	M22520/3-1	995-0001-684
Crimp machine	WA27F-CE	121586-5067	M22520/1-02	995-0001-736	M22520/3-1	995-0001-684
Crimp machine	HACS	HACS	—	—	—	—

\* for contact sizes 20, 16, 12

## KPSE

Contact size	Insertion tool	Order reference	Old designation	Extraction tool	Order reference	Extraction TIP
20*	—	038894-0018	CIT-20-16	MS2425R20	995-0001-965	317-7130-000
20**	M24256A20	995-0001-950	CIT-20-5A	MS2425R20	995-0001-965	317-7130-000
16	M24256A16	995-0001-951	CIT-16-1	MS2425R16	995-0001-964	317-7129-000
12	M24256A12	995-0001-913	—	MS2425R12	995-0001-966	317-7131-000

\* without insulation support \*\* with insulation support

## KPTC

Contact size	Insertion tool	Order ref.	Insertion pliers	Order ref.	Extraction tool	Extraction TIP
20	CITG-20A	12086-3104	CIT-KPTC-20	121086-3101	CET-KPTC-20	CET-KPTC-20-TIP
16	CIT-16	121086-3008	CIT-F80-16	121086-0097	CET-KPTC-16	CET-KPTC-16-TIP

## KPT14A4

Contact type	Insertion tool	Order reference	Old designation	Extraction tool	Order reference	LN
Coaxial	—	—	—	CET-C6B	070064-0000	—

CONTACTS KPT/KPSE/KPTC/  
VG95328

## KPSE/VG95328

Contact size	Contact type	Contact order reference	
		KPSE version	VG95328 version
20	Socket with insulation support	031-8704-203	031-8704-203
	Pin with insulation support	430-8560-006	430-8560-006
16	Socket	031-8704-000	031-8704-000
	Pin	430-8560-004	430-8560-004
12	Socket	031-8704-012	
	Pin	430-8560-016	
	Grounding pin	430-8560-020	

## KPTC

Contact size	Order reference (hard gold plated)
20 Socket	031-8704-508
Pin	430-8560-404
16 Socket	031-8704-502
Pin	430-8560-406

## For shell size 8 and contact arrangements 12-14 only:

Contact size	Order reference	
	hard gold plated	hard silver plated
20 Socket	031-8704-509	031-8704-506
20 Pin	430-8560-411	430-8560-410

## KPT14A4

Coaxial	Pin	DM 53740-5001
	Socket	DM 53742-5001

## WIRE HOLE FILLERS

## KPSE/KPTC

## KPSE/KPTC

Contact size	Colour code	MS	Cannon
20	Red	MS3187A20	225-1012-000
16	Blue	MS3187-16A	225-1011-000
12*	Yellow	MS3187-12	225-0072-000
Coaxial 14A4*	Yellow	—	225-0018-000

\* KPSE only

## GASKETS KPT/KPSE/KPTC

## KPT/KPSE/KPTC

Shell size	Alu-Flex conductive	Chloroprene non conductive	Shell size	Alu-Flex conductive	Chloroprene non conductive
8	075-8543-000	075-8543-010	18	075-8543-005	075-8543-015
10	075-8543-001	075-8543-011	20	075-8543-006	075-8543-016
12	075-8543-002	075-8543-012	22	075-8543-007	075-8543-017
14	075-8543-003	075-8543-013	24	075-8543-008	075-8543-018
16	075-8543-004	075-8543-014			



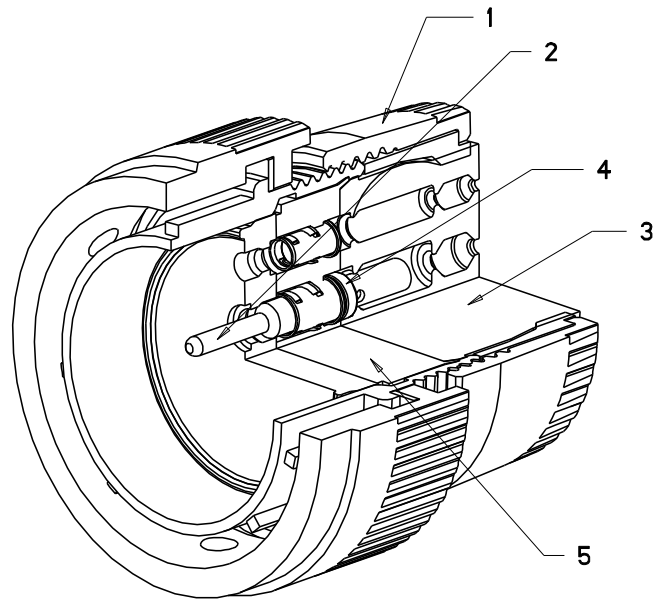
## KPSE CONTACT AND SEALING PRINCIPLE

- High performance
- Crimp termination
- Closed entry socket contacts

Series KPSE environmental, miniature circular, quick disconnect connectors are designed for the extracting requirements of today's electronic industry.

They are intermateable, intermountable and interchangeable with all connectors manufactured according to MIL-C-26482, VG95328 and HE 301.

Connectors of Cannon series KPSE have obtained the VDE Expertise No. 63761.



**1 Standard MIL-C-26482 or Hardware** mates with any connector designed to MIL-C-26482 and VG95328 model

**2 Crimp, snap-in contacts** are designed to SAE-AS-39029 and can be crimped with the standard M22520/1 crimp tool.

CLOSED-ENTRY SOCKET CONTACTS eliminate damage from abuse by test probes and help to correct any misaligned pins during engagement.

CONTACT INSERTION is accomplished from the rear of the connector. When the contact is fully inserted, the clip tines snap securely behind the contact shoulder.

CONTACT EXTRACTION is accomplished with a front-inserted extraction tool. Pressing the tool plunger pushes the contact out through the rear of the connector.

**3 Monobloc insulator** does not leave any access to moisture and avoids interfacial empty space.

**4 Contact retention**

RETAINING CLIP: completely encased in a tough plastic wafer to protect the clip from damage  
PLASTIC WAFER: latest version for easier and faster assembly and disassembly of contacts (used on selected layouts)

**Complete moisture sealing** is achieved by combining four seals: shell, peripheral, interfacial and wire seals.

SHELL SEAL is effected when the plug shell pushes against the sealing ring in the receptacle when the connectors are mated.

PERIPHERAL SEAL around the edge of the pin insulator is designed so that mating the connector puts tension on the seal and greatly reduces compression set.

INTERFACIAL SEAL is achieved by the insulator faces meeting when the plug and receptacle are mated.

WIRE SEAL is accomplished by a multiple ripple design, exceeding the wire sealing requirements of MIL-C-26482.

**5 Positive insert-to-shell mechanical retention** with hard plastic wafer firmly locked into a groove in the shell, in addition to a strong adhesive bond between the insert and shell.

## PRODUCT SAFETY INFORMATION

### 1. MATERIAL CONTENT AND PHYSICAL FORM

Electrical connectors do not usually contain hazardous materials. They contain conducting and non-conducting materials and can be divided into two groups.

- a) Printed circuit types and low cost audio types which employ all plastic insulators and casings.
- b) Rugged, Fire Barrier and High Reliability types with metal casings and either natural rubber, synthetic rubber, plastic or glass insulating materials. Contact materials vary with type of connector and also application and are usually manufactured from either: Copper, copper alloys, nickel, alumel, chromel or steel. In special applications, other alloys may be specified.

## CAUTION

### 2. FIRE CHARACTERISTICS AND ELECTRIC SHOCK HAZARD

There is no fire hazard when the connector is correctly wired and used within the specified parameters.

Incorrect wiring or assembly of the connector or careless use of metal tools or conductive fluids, or transit damage to any of the component parts may cause electric shock or burns. Live circuits must not be broken by separating mated connectors as this may cause arcing, ionization and burning. Heat dissipation is greater at maximum resistance in a circuit. Hot spots may occur when resistance is raised locally by damage, e.g. cracked or deformed contacts, broken strands of wire. Local overheating may also result from the use of the incorrect application tools or from poor quality soldering or slack screw terminals. Overheating may occur if the ratings in the product Data Sheet/Catalog are exceeded and can cause breakdown of insulation and hence electric shock. If heating is allowed to continue it intensifies by further increasing the local resistance through loss of temper of spring contacts, formation of oxide film on contacts and wires and leakage currents through carbonization of insulation and tracking paths. Fire can then result in the presence of combustible materials and this may release noxious fumes. Overheating may not be visually apparent. Burns may result from touching overheated components.

### 3. HANDLING

Care must be taken to avoid damage to any component parts of electrical connectors during installation and use. Although there are normally no sharp edges, care must be taken when handling certain components to avoid injury to fingers.

Electrical connectors may be damaged in transit to the customers, and damage may result in creation of hazards. Products should therefore be examined prior to installation/use and rejected if found to be damaged.

### 4. DISPOSAL

Incineration of certain materials may release noxious or even toxic fumes.

### 5. APPLICATION

Connectors with exposed contacts should not be selected for use on the current supply side of an electrical circuit, because an electric shock could result from touching exposed contacts on an unmated connector. Voltages in excess of 30V ac or 42.5V DC are potentially hazardous and care should be taken to ensure that such voltages cannot be transmitted in any way to exposed metal parts of the connector body. The connector and wiring should be checked, before making live, to have no damage to metal parts or insulators, no solder blobs, loose strands, conducting lubricants, swarf, or any other undesired conducting particles. Circuit resistance and continuity check should be made to make certain that there are no high resistance joints or spurious conducting paths. Always use the correct application tools as specified in the Data Sheet/Catalog. Do not permit untrained personnel to wire, assemble or tamper with connectors. For operation voltage please see appropriate national regulations.

### IMPORTANT GENERAL INFORMATION

**(i) Air and creepage paths/Operating voltage.** The admissible operating voltages depend on the individual applications and the valid national and other applicable safety regulations. For this reason the air and creepage path data are only reference values. Observe reduction of air and creepage paths due to PC board and/or harnessing.

### (ii) Temperature

All information given are temperature limits. The operation temperature depends on the individual application.

### (iii) Other important information

Cannon continuously endeavors to improve their products. Therefore, Cannon products may deviate from the description, technical data and shape as shown in this catalog and data sheets.

ITT's Interconnect Solutions, is a division of ITT Corporation who manufactures the highest quality products available in the marketplace; however these products are intended to be

used in accordance with the specifications in this publication. Any use or application that deviates from the stated operating specifications is not recommended and may be unsafe. No information and data contained in this publication shall be construed to create any liability on the part of Cannon. Any new issue of this publication shall automatically invalidate and supersede any and all previous issues.

## Circular/Filter/Hermetic/Fiber Optic Connectors

As a world leader in circular, filter, and hermetic connectors, ITT can leverage its design and manufacturing expertise to fit virtually any application. Our expertise includes fast positive mating for a wide range of military applications, as well as numerous sizes and contact configurations for various harsh environments. Our wide variety of fiber optic products include hybrid contacts, multi-channel, rack and panel, and hi-rel assemblies, including MIL and ARINC standard solutions that meet numerous specifications, including NATO and MIL standards.



## D-Subminiature Connectors

Cannon invented D-sub connectors in 1952. Our family of D-Subs now includes combinations of signal, power and RF, as well as severe service sealed connectors. Cannon D-Subs are available with an extensive line of backshells and accessories and are one of the most economical shielded connector solutions available. ITT D-Sub connectors are qualified to the MIL-DTL-24308 specification.



## Microminiature Connectors

Developed first by Cannon in the 1960's, ITT's Interconnect Solutions microminiature connectors offer high performance and reliability with exceptional versatility. Available in rectangular, circular, and strip configurations for countless applications, many of our connectors meet or exceed applicable requirements of the MIL-DTL-83513 specification.



## Rack and Panel Connectors

Initially pioneered by Cannon during the 1930s, ITT's Interconnect Solutions is the world leader in rack and panel connectors, offering unmatched variety of shell configurations and insert arrangements, materials, plating, and contact options. Many of our standard and custom designs meet the stringent requirements of ARINC 600, ARINC 404 (MIL-C-81659), and MIL-DTL-83733 standards.



## Trident

Cannon's Trident Connector System is a versatile range of electrical connectors based on a standard contact design. These contacts are fully interchangeable throughout the Trident Connector System. The connector options include low cost rectangular, rack and panel, industrial grade circulars, harsh environment circulars and shielded circulars.



## Transportation

The ITT's Interconnect Solutions includes sealed circular and rectangular connectors in metal or plastic shells. These configurations include board to cable or cable to cable/bulkhead applications. Both signal and power contacts can be combined in various layouts. All product lines within the Transportation segment offer very low contact resistance providing maximum signal integrity.



ITT's Interconnect Solutions is an international manufacturer and supplier of connectors including circular, rectangular, fiber optic, RF, power and high voltage, audio, PMCIA, Compact Flash Card, enclosures, cable assemblies, and application specific custom solutions. The Interconnect Solutions portfolio includes the brands Cannon, VEAM, and BIW Connector Systems. As a worldwide leader in connector technology for nearly a century, ITT offers one of the broadest product offerings, six sigma manufacturing capability, Value Based Product Development with exceptional engineering capability, and an extensive sales, distribution, and customer support network.

Connect with your ITT Interconnect Solutions representative today or visit us at [www.ittcannon.com](http://www.ittcannon.com)

## Connect with the experts

ITT Interconnect Solutions' Cannon brand is a world leader in the design and manufacture of highly engineered connector solutions for multiple end markets.



ENGINEERED FOR LIFE

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Xiner Village, Shajing Town, Boan District,  
Shenzhen City, Guangdong Province, China 518215  
Phone: +86.755.2726.7888



# CERTIFICATE OF REGISTRATION

This is to certify that

## **International Road Dynamics Inc.**

702 - 43rd Street East, Saskatoon, Saskatchewan S7K 3T9 Canada

operates a

## **Quality Management System**

which complies with the requirements of

## **ISO 9001:2015**

for the following scope of certification

**The registration covers the Quality Management System for systems integration, engineering design, software development, manufacturing, field installation, and ongoing service of transportation and traffic systems for the global Intelligent Transportation Systems market.**

Certificate No.: CERT-0103033  
File No.: 003981  
Issue Date: June 12, 2017

Original Certification Date: June 17, 1996  
Certification Effective Date: August 18, 2017  
Certificate Expiry Date: August 17, 2020

Nicole Grantham  
General Manager SAI Global Certification Services

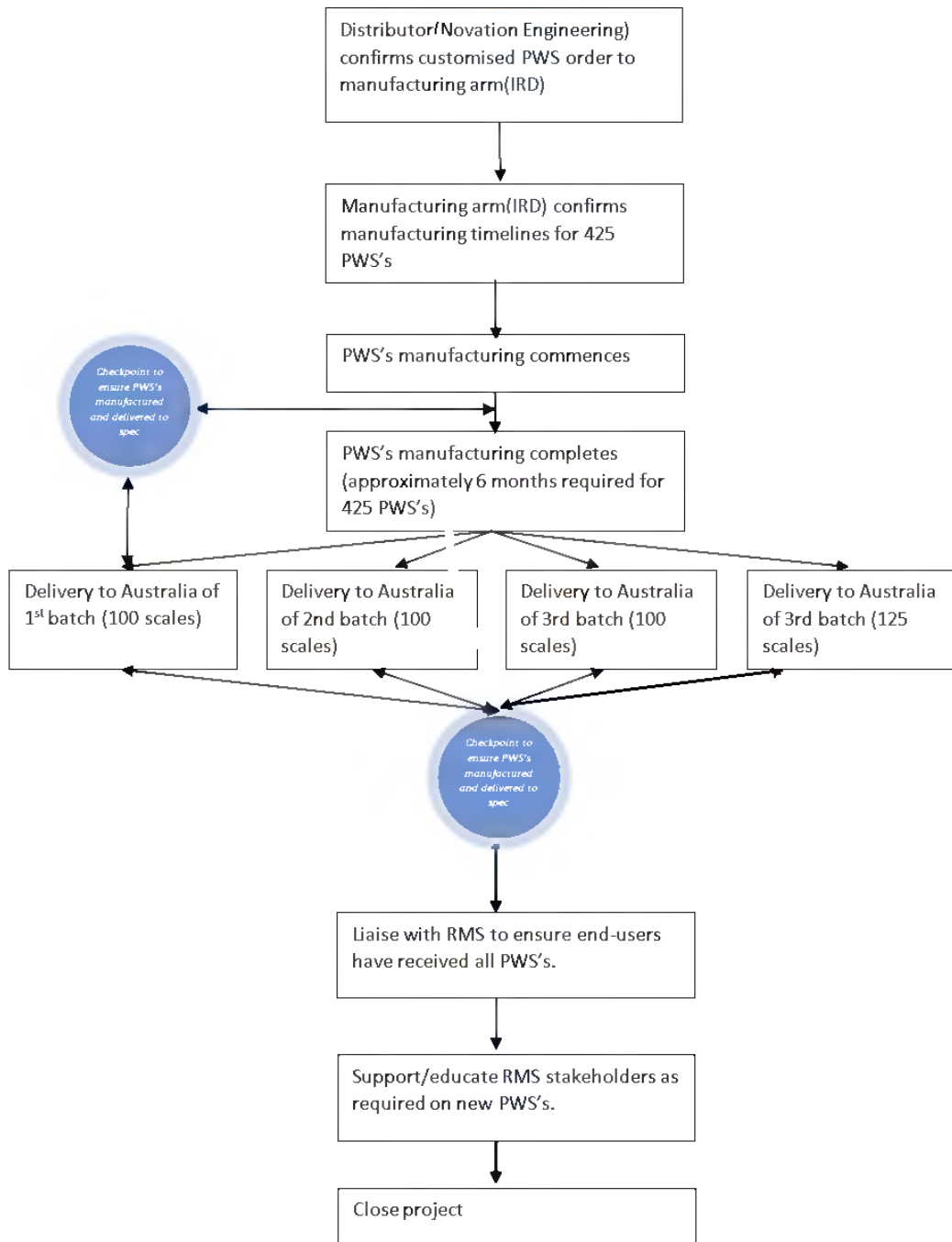


ISO 9001



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To verify that this certificate is current, please refer to the SAI Global On-Line Certification Register: [www.qmi-saiglobal.com/qmi\\_companies/](http://www.qmi-saiglobal.com/qmi_companies/)









**INTERNATIONAL ROAD DYNAMICS INC.**  
 702-43rd Street East Saskatoon, SK CANADA S7K 3T9  
 Phone: (306) 653-6600 Fax: (306) 653-6827  
 Email: info@irdinc.com www.irdinc.com

**COMMERCIAL INVOICE 51885**

IRD SO: 26088 - S1

DATE OF EXPORTATION: June 7, 2018

Transportation Company: Fiege

**BILL TO:**

Novation Engineering Pty Ltd



Attention: Steve Thammiah

Telephone: [REDACTED]

Mobile:

Fax:

**SHIP TO:**

Novation Engineering Pty Ltd

20 Yiannis Ct.

Vic 3171

Springvale, Victoria, Australia

Attention: Steve Thammiah

Telephone: 614 491 4412 5

Mobile:

Fax:

**Remit To:**

International Road Dynamics, Inc.

702 43rd Street East

Saskatoon, Sk., S7K 3T9 Canada

Tel: +1-306-653-6636

**Shipper / Pickup Point/ Producer:**

DISA Elektro AG Switzerland

Kagiswilerstrasse 33

CH-6060 Sarnen 2

PH: 41-41-666750

DESCRIPTION OF GOODS	QUANTITY	HS CODE	COUNTRY OF ORIGIN
PT606476 - SAW 10A/III - Metric Long Handle 13 5375 / 13 5376 / 13 5379 / 13 5393 / 13 5395 / 13 5396 13 5397 / 13 5398 / 13 5399 / 13 5400 / 13 5402 / 13 5404 13 5405 / 13 5406 / 13 5407 / 13 5408 / 13 5409 / 13 5410 13 5411 / 13 5412 / 13 5413 / 13 5414 / 13 5415 / 13 5416 13 5417 / 13 5418 / 13 5419 / 13 5420 / 13 5421 / 13 5422 13 5423 / 13 5424 / 13 5425 / 13 5426 / 13 5427 / 13 5428 13 5429 / 13 5430 / 13 5431 / 13 5432 / 13 5433 / 13 5434 13 5435 / 13 5436 / 13 5443 / 13 5445	46	8423.89.00.00	CH

Total Number of Packages in Shipment:

4

Dimensions of Total Shipment

2 X one way plastic pallet @ 120cm X 80cm X 67cm

2 X one way plastic pallet @ 120cm X 80cm X 60cm

Gross Weight

762kg

Airport of Loading: Zurich Airport of Discharge: Melbourne

COUNTRY OF ULTIMATE DESTINATION:

AUSTRALIA

I declare all information contained in this invoice to be true and correct.

Parts for scales, contains NiMH batteries - not restricted as per Special Provision A199

The exporter of the products covered by this document declares that, except otherwise clearly indicated, these products are of Switzerland origin.

Signature of Shipper:

**NOVATION ENGINEERING PTY LTD**  
**ABN 50 608 485 409**  
**ANNUAL FINANCIAL REPORT**  
**FOR THE YEAR ENDED 30 JUNE 2017**



**Novation Engineering Pty Ltd**

---

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**Novation Engineering Pty Ltd  
Trading Profit & Loss Statement  
For The Year Ended 30 Jun 2017**

	FY 2017 \$	FY 2016 \$
<b><u>Income</u></b>		
Sale	730,130	314,286
<b><u>Cost of sales</u></b>		
Goods purchase	<u>136,209</u>	<u>12,857</u>
<b><u>Gross trading profit</u></b>	<b>593,921</b>	<b>301,429</b>
Interest income	<u>1,393</u>	<u>347</u>
	<b>595,313</b>	<b>301,776</b>
<b><u>Expenses</u></b>		
Advertising	268	0
Bank charges	108	0
Client disbursement	144	0
Govt charges	160	0
Home office	1,884	133
Interest	862	49
Legal & accounting	1,560	0
Motor vehicle expenses	2,125	3,800
Postage & stationery	346	0
Replacement	16,942	63
Salary & wages	133,947	80,500
Telcomm	1,006	116
Travel & accommodation	<u>5,240</u>	<u>4,281</u>
<b>Total Expenses</b>	<b>164,593</b>	<b>88,942</b>
<b>Net Operating Profit</b>	<b>430,721</b>	<b>212,834</b>
Tax	118,448	60,658
Less tax offset	0	0
Less PAYGI instalment credit	<u>0</u>	<u>0</u>
<b>Net Payable</b>	<b>118,448</b>	<b>60,658</b>

---

This statement should be read in conjunction with the attached compilation report.

**Novation Engineering Pty Ltd**  
**Balance Sheet**  
**As at 30<sup>th</sup> June 2017**

		FY 2017 \$	FY 2016 \$
	Note		
<b>Current Assets</b>			
Cash at bank		603,941	303,812
Cash on hand		<u>0</u>	<u>0</u>
		603,941	303,812
<b>Non- Current Assets</b>			
Property, plants & equipment	2	0	0
<b>Total Assets</b>		<u>603,941</u>	<u>0</u>
<b>Current Liabilities</b>			
Trade creditors		0	0
Other liabilities	3	<u>199,160</u>	<u>84,327</u>
		199,160	84,327
<b>Non- Current Liabilities</b>			
Other liabilities	4	0	67,307
<b>Total Liabilities</b>		<u>199,160</u>	<u>151,634</u>
<b>Net Assets</b>		404,781	152,178
<b>Shareholders' Equity</b>			
Share capital	4	1	1
Retained earnings	5	<u>404,780</u>	<u>152,177</u>
<b>Total Shareholders' Equity</b>		404,781	152,178

This statement should be read in conjunction with the attached compilation report.

**Novation Engineering Pty Ltd  
Notes to the Financial Statements  
For the Year Ended 30 June 2017**

---

**1. Statement of Significant Accounting Policies**

The directors have determined that the company is not a reporting entity. As such the financial statements are special purpose financial statements prepared for use solely by directors and members of the company.

The financial report has been prepared in accordance with the significant accounting policies below, which the directors have determined are appropriate to meet the needs of members. Such accounting policies are consistent with the previous period unless stated otherwise.

The financial statements have been prepared on an accruals basis and are based on historical costs unless otherwise stated in the notes. The accounting policies that have been adopted in the preparation of the statement are as follow:

**(a) Cash and Cash Equivalents**

Cash and cash equivalents include cash on hand, deposits held at call with banks, other short-term, highly liquid investments with original maturities of three months or less, and bank overdrafts. Bank overdrafts are shown within borrowings in current liabilities on the balance sheet.

**(b) Employee Benefits**

Provisions for annual leave and long service leave arising from employee services rendered are recognised and have been measured at the amount expected to be paid when the liability is settled, plus related on-costs.

**(c) Property, Plant & Equipment**

Property, plant and equipment are carried at cost, or at valuation. All assets, excluding freehold land and buildings held for investment, are depreciated over their useful lives to the company.

The depreciable amount of property, plant and equipment (excluding freehold land) is depreciated on a straight-line basis or diminishing basis as applicable. Depreciation commences from the time the asset is available for its intended use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

The depreciation rates used for each class of depreciable asset are:

Buildings	10%
Plant and machinery	5–30%
Leased equipment	25%

**Novation Engineering Pty Ltd**  
**Notes to the Financial Statements**  
**For the Year Ended 30 June 2017**

---

The carrying value of plant and equipment is reviewed annually by the directors to ensure it is not more than the recoverable amount. The recoverable amount is assessed based on the expected net cash flows that will be received from the asset's deployment and subsequent disposal. The expected net cash flows have not been discounted in determining recoverable amount.

**(d) Borrowings**

Secured and unsecured loans have been obtained. While some loans are interest free, these have not been discounted to present values. Carrying amount therefore represent amounts expected to be repaid at settlement. Unsecured loans are repayable at call and therefore presented as current liabilities.

**(e) Intangibles**

Goodwill is recorded at the amount by which the purchase price for a business combination exceeds the fair value attributed to the interest in the net fair value of identifiable assets, liabilities and contingent liabilities acquired at date of acquisition.

Gains and losses on the disposal of a business include the carrying amount of goodwill relating to the business sold.

**(f) Revenue and Other Income**

Revenue is measured at the value of the consideration received or receivable after taking into account any trade discounts and volume rebate allowed. For this purpose, deferred consideration is not discounted to present values when recognising revenue.

Interest revenue is recognised using the effective interest rate method, which for floating rate financial assets is the rate inherent in the instrument.

Dividend revenue is recognised when the right to receive a dividend has been established.

All revenue is stated net of the amount of goods and services tax (GST)

**(g) Trade Payables**

Trade payables are recognised at their transaction price. Trade payables are obligations based on normal credit terms and do not bear interest.

**(h) Goods and Services Tax (GST)**

Revenue, expenses and assets are recognised net of the amount of GST, except where the amount of GST is not recoverable from the Australian Tax Office (ATO). In these circumstances, the GST is recognised as part of the cost of acquisition of the asset or as part of an item of the expense. Receivables and payables in the balance sheet are shown inclusive of GST.

**Novation Engineering Pty Ltd**  
**Notes to the Financial Statements (continue)**  
**For the Year Ended 30 June 2017**

	FY 2017	FY 2016
	\$	\$
<b>2. Property, plant &amp; equipment</b>		
Office equipment at cost	0	0
Less: accumulated depreciation	0	0
Motor vehicle at cost	0	0
Less: accumulated depreciation	0	0
	<u>0</u>	<u>0</u>
<b>3. Current liabilities- other</b>		
Income tax payable	118,448	60,658
PAYGI instalment	0	0
GST collected	55,971	23,670
GST paid	(7,406)	0
PAYG withheld	32,147	0
	<u>199,160</u>	<u>84,327</u>
<b>4. Non-current liabilities- other</b>		
Loan from directors	0	67,307
<b>5. Share Capital Issued</b>		
1 ordinary shares of \$1	1	1
<b>6. Retained Earnings</b>		
Retained earnings at start of year	152,177	0
Current year earnings	312,273	152,177
Dividend paid	(59,669)	0
	<u>404,780</u>	<u>152,177</u>

This statement should be read in conjunction with the attached compilation report

**Novation Engineering Pty Ltd****Directors' Declaration**

---

The directors have determined that the company is not a reporting entity. The directors have determined that this special purpose financial report should be prepared in accordance with the accounting policies outlined in Note 1 to the financial statements.

The directors of the company declare that:

1. The financial statements and notes, as set out in the accompanying report presents fairly the company's financial position as at 30 June 2017 and its performance for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements; and
2. At the date of this statement, in the directors' opinion there are reasonable grounds to believe that the company will be able to pay its debts as and when they become due and payable.

This declaration is made in accordance with a resolution of the Board of Directors.

**Director**

  
.....  
Stephen Alan Thammiah

**Dated**

15 / 8 / 18  
.....

### Compilation Report to Novation Engineering Pty Ltd

---

We have compiled the accompanying special purpose financial statements of Novation Engineering Pty Ltd which comprise the balance sheet as at 30 June 2017, the income statement for the year then ended a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is to provide information relating to the function and any operations of the company that satisfies the information needs of the Directors.

#### The Responsibility of Directors

The directors are solely responsible for the information contained in the special purpose financial statements and have determined that the significant accounting policies adopted as set out in Note 1 to the financial statements are appropriate to meet their needs.

#### Our Responsibility

Based on information provided by the directors, we have compiled the accompanying special purpose financial statements in accordance with the significant accounting policies adopted as set out in Note 1 to the financial statements and APES 315 "Compilation of Financial Information".

Our procedures use accounting expertise to collect, classify and summarise the financial information, which the directors provided, in compiling the financial statements. Our procedures do not include verification or validation procedures. No audit or review has been performed and accordingly no assurance is expressed.

The special purpose financial statements were compiled exclusively for the benefit of the directors of the company. We do not accept liability for any other person for the contents of the special purpose financial statements.

The special purpose financial report was prepared for the benefit of the directors and members of Novation Engineering Pty Ltd and the purpose identified above. We do not accept responsibility to any other person for the contents of this special purpose financial report.

Tanman Associates  
6 Doheny Close, Baulkham Hills NSW 2153

Sylvester Tan CPA

Dated .....



**Company:** NOVATION ENGINEERING PTY LTD  
ABN 50 608 485 409

**Minutes of:** Resolutions, determinations and matters at Joint Meeting attended to by the *Directors and Members* of the company.

**Held on:** 15 August 2018

**At:** [REDACTED]

**Financial Report 2017:** The Chairman tabled the Financial Report of the Company for the financial year ended 30 June 2017 and read the Directors' Declaration regarding the Financial Report.

RESOLVED that:

- Directors' Declaration be received
- Financial Report be adopted as tabled.

**Dividend:** The director recommended payment of \$59,669 per share of fully franked dividend.

RESOLVED that the recommendation be approved.

**Auditor:** RESOLVED that the Financial Report not be audited.

**Notice of Joint Meeting:** Written notice to members regarding this meeting, as required under the Corporations Law, was delivered to all members. Copies are attached to these minutes.

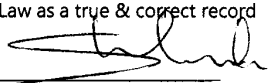
Noted: notice of the meeting having been delivered and all members being present, compliance with the required notice period for the calling of a joint meeting of directors and members to consider the passing of a general resolution is not necessary.

**Conclusion:** There being no further business, the meeting concluded.

**Confirmed:** As a correct record of proceedings.

Signed in accordance with Section 251A of the Corporations Law as a true & correct record

Sign



Name

Stephen Thammiah

Date

15/8/18

NOVAT C FY17 Joint Mtg Mnt 2018 Aug 15.docx

## NOVATION ENGINEERING PTY LTD

ABN 50 608 485 409

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JOINT MEETING TO CONSIDER RESOLUTIONS

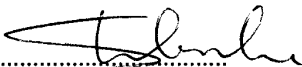
To: Per distribution list

NOTICE IS HEREBY GIVEN that Joint Meeting of Novation Engineering Pty Ltd will be held at [REDACTED] on 15 August 2018 at 12 noon.

## Business:

1. That the company consider and accept the Financial Report for the financial year ended 30<sup>th</sup> June 2017 along with the Directors' Declaration.
2. Any other business lawfully brought forward.

By Order of the Board

  
.....  
Secretary

15 August 2018

Distribution List  
Stephen A Thammiah

**Company:** NOVATION ENGINEERING PTY LTD  
ABN 50 608 485 409

---

**Minutes of:** Resolutions, determinations and matters at Meeting attended to by the *Directors*.

**Held on:** 15 August 2018

**At:** [REDACTED]

**Financial Report 2017:** Financial report of the Company for year ended 30/06/2017 was tabled.  
RESOLVED to adopt the financial report as tabled.

**Company Tax Return 2017:** Financial year tax return was tabled.

**Company's Solvency:** RESOLVED that there are reasonable grounds to believe that the company would be able to pay its debts as and when they become due and payable.

**Directors' Declaration:** RESOLVED that:


- Directors' Declaration for 30/06/2017 be adopted as tabled.
- The report be signed by both directors.

**Dividend:** The directors recommend payment of \$59,669 per share of fully franked dividend.

**Conclusion:** There being no further business, the meeting concluded.

**Confirmed:** As a correct record of proceedings.

Signed in accordance with Section 251A of the  
Corporations Law as a true & correct record

Sign   
Name Stephen Thammiah  
Date 15/8/18



Tanman Associates  
ABN 90 636 694 357  
Accountant & Tax Adviser

27 August 2018

Attention:  
Roads and Maritime Services  
To Whom It May Concern

Novation Engineering Pty Ltd Tender

We would like to confirm that Novation Engineering Pty Ltd's financial position is accurately reflected in the balance sheet and income statement for FY 2016 and FY 2017.

Yours Sincerely,

A handwritten signature in black ink that reads 'Stan'.

Sylvester Tan, Principal

cc. Stephen A Thammiah

*"Liability limited by a scheme approved under Professional Standards Legislation"*

---

Office: [REDACTED]  
Postal: PO Box 6628, Baulkham Hills NSW 2153

Ph. 02 98992826 Fx. 02 9899 2508  
Email: [REDACTED]

## Invitation - RFP for supply of Portable Weigh Scales via NSW eTendering website

---

**From:** LEE Alex </o=rta/ou=sydney/cn=recipients/cn=leesk">  
**To:** dan.valmadre@accuweigh.com.au, jason.f@diverseco.com.au  
**Date:** Thu, 16 Aug 2018 11:53:23 +1000

---

Good Morning Dan and Janson

As per discussed, please click the following link in NSW eTendering website to download the RFP for supply of Portable Weigh Scales:

<https://tenders.nsw.gov.au/?event=public.rft.show&RFTUUID=1C7B1C14-BFDE-4494-243D351C92BC3B32>

Your RFT Access Passcode is : XXXXXXXXXX

Please be advised the tender closes on 30 August 2018, please response to the RFP via eTendering website by 30 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](mailto:alex.lee@rms.nsw.gov.au)  
[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)  
*Every journey matters*

**Roads and Maritime Services**

110 George Street Parramatta NSW 2150

## RE: Invitation - RFP for supply of Portable Weigh Scales via NSW eTendering website

---

**From:** SOLIMAN Samer </o=rta/ou=exchange administrative group (fydibohf23spdlit)/cn=recipients/cn=solimans">  
**To:** LEE Alex <alex.lee@rms.nsw.gov.au>  
**Date:** Thu, 16 Aug 2018 12:41:38 +1000

---

Excellent work alex! To be applauded!

**Samer Soliman**  
Manager Heavy Vehicle Programs

---

**From:** LEE Alex  
**Sent:** Thursday, 16 August 2018 12:12 PM  
**To:** SOLIMAN Samer  
**Subject:** FW: Invitation - RFP for supply of Portable Weigh Scales via NSW eTendering website

Samer

FYI, I rang up all five tenderers and follow with the below emails

Cheers  
Alex

---

**From:** LEE Alex  
**Sent:** Thursday, 16 August 2018 11:53 AM  
**To:** 'Dan.Cleary@nepean.com'  
**Subject:** Invitation - RFP for supply of Portable Weigh Scales via NSW eTendering website

Good Morning Dan

As per discussed, please click the following link in NSW eTendering website to download the RFP for supply of Portable Weigh Scales:

<https://tenders.nsw.gov.au/?event=public.rft.show&RFTUID=1C7B1C14-BFDE-4494-243D351C92BC3B32>

Your RFT Access Passcode is : [REDACTED]

Please be advised the tender closes on 30 August 2018, please response to the RFP via eTendering website by 30 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](mailto:alex.lee@rms.nsw.gov.au)  
[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)  
*Every journey matters*

**Roads and Maritime Services**  
110 George Street Parramatta NSW 2150

# Tender Evaluation for Portable Weigh Scales

---

Where: Octagon Meeting Room 6E  
When: Tue Sep 04 13:00:00 2018  
(Australia/Sydney)  
Until: Tue Sep 04 14:00:00 2018  
(Australia/Sydney)  
Organiser: LEE Alex  
<"/o=rta/ou=sydney/cn=recipients/cn=leesk">  
Required Attendees: LEE Alex <alex.lee@rms.nsw.gov.au>  
ZATSCHLER Guido  
<guido.zatschler@rms.nsw.gov.au>  
WALKER Paul R  
<paul.walker@rms.nsw.gov.au>  
SOLIMAN Samer  
<samer.soliman@rms.nsw.gov.au>

Attachments:  
tender-evaluation-plan-template\_WSP\_05.pdf (91.83 kB);  
conflict-of-interest-statement-01\_Guido Zatschler.pdf (36.48  
kB); conflict-of-interest-statement-01\_Paul Walker.pdf (36.19  
kB)

---

Hi team,

Placeholder for the tender evaluation.

Please see attached the final version of Tender Evaluation Plan.

<<...>>

Can you please print and sign the attached conflict of interest statement form.

<<...>> <<...>>

Cheers

Alex



**Transport**  
Roads & Maritime  
Services

# Tender Evaluation Plan

## Purchase of portable weigh scales for heavy vehicle enforcement

This template should be used in conjunction with the Tender Evaluation Guidelines

Procurement Project Owner:	Roger Weeks
Author:	Alex Lee
Version:	1.1
Date:	20/08/2018
Security Classification:	Confidential



## 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) A description of the staff resources, including a description of the roles and the responsibilities of the TEC;
- b) Evaluation criteria and weightings to be applied;
- c) Evaluation methodology;
- d) Protocols for identifying and recording conflicts of interest; and
- e) 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.	Alex Lee
		Guido Zatschler
		Paul Walker

## 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 Director, Compliance and Regulatory Services

## 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
N/A	

## 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	Not required
Contact Details	

## 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	
<b>Mandatory Selection Criteria</b> If Tenderers do not meet any mandatory criterion the Tender will be excluded from further consideration.	<b>Non Weighted</b>
Pricing	<b>Mandatory</b>
Tenderer must be the authorised distributor in NSW for the nominated scale	<b>Mandatory</b>
Compliance with the performance specification included in Part B of RFP	<b>Mandatory</b>
<b>Weighted Selection Criteria</b>	<b>Weighting (%)</b>
Price (Value for money to minimise long term maintenance cost based on evidence of reliability/durability)	<b>10</b>
Reliability / durability	<b>50</b>
Manufacture and delivery program	<b>40</b>
<b>Total</b>	<b>100%</b>

## 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:

- a) Requiring all officials and external consultants (including advisors) with access to tender information to sign an appropriate confidentiality undertaking;
- b) Storing documents (both hard and soft copy) which contain tender-related, commercially sensitive information in appropriately secure conditions; and
- c) 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
<del>Stage 1 — Preliminary</del>	
Stage 2 – Eligibility Assessment	03/09/2018
Stage 3 – Technical Worth Assessment	03/09/2018
Stage 4 – Price	03/09/2018
Stage 5 – Risk Analysis	03/09/2018
<del>Stage 6 — Presentations and site visits</del>	
<del>Stage 7 — Interviews</del>	
Stage 8 – Tender Recommendation	03/09/2018

## 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 Execution	17/09/2018
Contract Notice	17/09/2018
Debriefing	24/09/2018

## 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
Alex Lee	Convenor		X
Guido Zatschler	Member		X
Paul Walker	Member		X
	Member		X
	Member		X

# Standard Scoring Table

## APPENDIX A – Standard Scoring Statements

STANDARD SCORING STATEMENTS	
Scoring Rationale	Score
<b>Exceptional</b> - requirements are significantly exceeded in all areas, all claims are fully substantiated and the proposals are of an excellent standard.	10
<b>Outstanding</b> - requirements are exceeded in key areas, claims are all very well substantiated and proposals are of a very high standard.	9
<b>Very Good</b> - 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
<b>Good</b> - requirements are met to a high standard in all areas, claims are well substantiated in key areas and proposals are sound.	7
<b>Fair</b> - requirements are met to a reasonable standard in all areas, claims are well substantiated in most areas and proposals credible.	6
<b>Acceptable</b> - requirements are met to an acceptable standard with no major shortcomings, all claims are adequately substantiated while some proposals are questionable.	5
<b>Marginal</b> - requirements are not fully met, some claims are unsubstantiated while others are only adequate with some proposals being unworkable.	4
<b>Poor</b> - requirements are poorly addressed in some areas or not at all, claims are largely unsubstantiated and the proposals are generally unworkable.	3
<b>Very Poor</b> - requirements are inadequately addressed in most or all areas, claims are almost totally unsubstantiated and the majority of proposals are unworkable.	2
<b>Unacceptable</b> - requirements are not met, claims are unsubstantiated and the proposals are unworkable.	1
<b>Non-Compliant</b> - 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	RMS 2018/001
Title	Portable Weigh Scales For Heavy Vehicle Inspections

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)
NIL

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
Alex Lee	TEC Convenor		X
Guido Zatschler	TEC Member		X
Paul Walker	TEC Member		X

# Confidentiality Declaration Form

## APPENDIX C – Confidentiality Declaration

PROJECT DETAILS			
Project	Procurement of Portable weigh scales		

CONFIDENTIALITY			
<p>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.</p>			

PUBLIC OFFICIALS' DETAILS			
<p>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.</p>			
Public Official name	Alex Lee		
Position	Project Engineer		
Team / Unit / Organisation	Heavy Vehicle Programs/Compliance Monitoring/Compliance		
Date	21/08/2018	Signature / Initial	X



**CONFLICT OF INTEREST STATEMENT PART I****Project Staff, Assessment Panel & Advisors**

[Note: This Undertaking is signed by all project staff and their advisors at the start of a project. It is also signed by Assessment Panel Members before their first meeting. Once Assessment Panel Members know the names of tenderers then they need to sign Part II (Related Interest Disclosure). See Section 4.2.1 of the Procurement Manual]

<b>Project Name:</b>	Procurement of Portable Weigh Scales
<b>Tender Number:</b>	RMS 2018/001
<b>Your Name:</b>	Guido Zatschler
<b>Branch / Section / Job Title:</b>	Compliance/ Compliance Monitoring/ Senior Project Engineer
<b>Your Project Role/Function:</b>	Assessment Panel

**Capacity**

I agree that I will be assisting Roads and Maritime Services ("RMS") on this Project in the role/function identified above. I have read the following policies and documents and agree to abide by them in respect of this Project:

- [RMS Code of Conduct and Ethics](#)
- [RMS Conflict of Interest Policy](#)
- [RMS Statement of Business Ethics](#)

**Confidentiality Undertaking**

I undertake/acknowledge as follows in respect of this Project:

1. To maintain the confidentiality of the project information and take reasonable precautions to prevent its unauthorised disclosure or use.
2. Not use any confidential information for purposes other than those necessary to perform my functions in relation to this Project.
3. That this undertaking of confidentiality is legally binding and is unlimited in duration.
4. To return any information to RMS on demand.

I understand that nothing in this undertaking applies to information which is in the public domain (other than through a breach of this undertaking) and nothing in this undertaking precludes me from disclosing any confidential information if required by law

**Conflict of Interest**

I declare that I do **not** have any financial or other personal interest in the Project or any association with any person expected to tender for the Project.

I declare that I am not aware of any other situation which might lead to an actual or perceived conflict of interest or which might affect me carrying out my functions both fairly and in RMS's best interest.

I agree that if I become aware of situation that might give rise to a conflict of interest I will immediately advise the Project Manager who will then act with the advice of the Probity Advisor or Procurement Branch.

Date: .....

Signature: .....

**CONFLICT OF INTEREST STATEMENT PART I****Project Staff, Assessment Panel & Advisors**

[Note: This Undertaking is signed by all project staff and their advisors at the start of a project. It is also signed by Assessment Panel Members before their first meeting. Once Assessment Panel Members know the names of tenderers then they need to sign Part II (Related Interest Disclosure). See Section 4.2.1 of the Procurement Manual]

<b>Project Name:</b>	Procurement of Portable Weigh Scales
<b>Tender Number:</b>	RMS 2018/001
<b>Your Name:</b>	Paul Walker
<b>Branch / Section / Job Title:</b>	Compliance/ Compliance Monitoring/ Technical Officer
<b>Your Project Role/Function:</b>	Assessment Panel

**Capacity**

I agree that I will be assisting Roads and Maritime Services ("RMS") on this Project in the role/function identified above. I have read the following policies and documents and agree to abide by them in respect of this Project:

- [RMS Code of Conduct and Ethics](#)
- [RMS Conflict of Interest Policy](#)
- [RMS Statement of Business Ethics](#)

**Confidentiality Undertaking**

I undertake/acknowledge as follows in respect of this Project:

1. To maintain the confidentiality of the project information and take reasonable precautions to prevent its unauthorised disclosure or use.
2. Not use any confidential information for purposes other than those necessary to perform my functions in relation to this Project.
3. That this undertaking of confidentiality is legally binding and is unlimited in duration.
4. To return any information to RMS on demand.

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**Conflict of Interest**

I declare that I do **not** have any financial or other personal interest in the Project or any association with any person expected to tender for the Project.

I declare that I am not aware of any other situation which might lead to an actual or perceived conflict of interest or which might affect me carrying out my functions both fairly and in RMS's best interest.

I agree that if I become aware of situation that might give rise to a conflict of interest I will immediately advise the Project Manager who will then act with the advice of the Probity Advisor or Procurement Branch.

Date: .....

Signature: .....



Transport  
Roads & Maritime  
Services

# Tender Evaluation Report

## Procurement of Portable Weigh Scales – RMS 2018/001

Date: 06/09/2018  
Version: 1.2  
Author: Alex Lee  
Security Classification: Confidential

## 1. EXECUTIVE SUMMARY

The purpose of this procurement is to procure portable weigh scales to be used by enforcement operations inspectors to weigh heavy vehicles in NSW to meet regulatory and road safety requirements.

The RFP via NSW eTenders website was issued on: 16/08/2018; and closed on 30/08/2018 at 5PM.

The Tender Box was opened on 04/09/2018 at 1PM.

In this report, a Tenderer means any person or organisation who received the RFx and who submitted a Tender in response. Tenders received in response to the RFx were assessed in accordance with the Evaluation Plan.

The overall objective is to evaluate and identify tenders that are able to meet the requirements in the RFP. The fundamental objective is to ensure that government procurement activities achieve best value for money in supporting the delivery of government services. In order to determine best value for money Tender Evaluation Committee took into account all relevant risks, benefits and costs over the whole of life procurement cycle.

Two submissions were received, with only one tenderer meeting all requirements set in the specification of requirements as detailed in the RFP; the non-compliant submission was excluded due to the deficiencies as detailed at the appropriate stages of this evaluation report.

Based on the evaluation process the submission received from the tenderer listed below is the only proposal that meets the minimum mandatory requirements and cost effective value for money criteria

1. Novation Engineering Pty Ltd

### 1.1 Recommendation

The Tender Evaluation Committee recommends **Novation Engineering Pty Ltd** as the preferred tenderer based on value for money and meeting the requirements specified in this tender.

ATTACHMENTS
<b>Documents</b>
Request for Proposal (RFP number: RMS 2018/001)
Tenderers Responses



## 2. THE EVALUATION PROCESS

### Stage 1. PRELIMINARY

The following persons with a Declared Evaluation Role for this evaluation provided a Conflict of Interest and Confidentiality Declaration:

Name	Date declaration signed
N/A	N/A

The following conflict of interest issues were raised:

Name	Conflict reported	Resolution
N/A	N/A	N/A

### Stage 2. Eligibility Assessment

Tenders were initially assessed for eligibility to identify any non-conformances that were substantial or incapable of rectification and, therefore, justify not considering the tender further (e.g. NSW Code of Practice for Procurement, Legal Entity, Confidentiality, Collusive Arrangement and Improper Assistance).

The mandatory criteria were the minimum standards that suppliers must meet in order to participate in the procurement process. It was deemed by the TEC that these were incapable of rectification and the tenders(s) were not considered further in the evaluation process.

Only one tender was considered eligible at this stage in the evaluation process

### Stage 3. Technical Worth

Each remaining tender received a quantitative (score) and qualitative (comment) assessment of the response schedule to the specification was undertaken to determine the degree of effectiveness against the Evaluation Criteria.

Scoring was conducted in accordance with the scoring scales detailed in the Tender Evaluation Plan. The weighting detailed in the Tender Evaluation Plan was used to calculate the effectiveness against the Evaluation Criteria. A total consolidated weighted score was allocated to each of the remaining tenders.

The following summary table is a consolidation of the consolidated score applied to each criterion by tenderer.

Tenderer	Score	Notes
Accucorp Pty Ltd	66	<p>The nominated scale did not meet the majority of the performance requirement except:</p> <ol style="list-style-type: none"> <li>(1) The nominated scale within the submission currently does not have OIML R76 Class4 certification. The certification is in progress and is expected in October 2018. However, the outcome of certification is unknown which poses a high risk for RMS to award the contract to this tenderer.</li> <li>(2) The load cell in the nominated scale is made from Aluminium which does not meet the Material Requirement (4.2.3) as required load cell is required to be made from stainless steel.</li> <li>(3) The wheels will be screwed into the edge of the frame which does not meet the Physical Requirement (4.4.6) as wheels are required to be fillet-welded to the frame for added durability.</li> <li>(4) Operating temperature of the nominated scale is -10°C to +40°C which does not meet the Environmental Operating Requirements (4.5.2) as required operating temperature range shall be -20°C to +40°C.</li> </ol> <p>Tenderer supplied evidence of previous models having a usable life span of 10 years and greater. However, all the highways agencies were located in only one country (USA).</p> <p>The tenderer is an authorised distributor in NSW for the nominated scale model.</p> <p>Tenderer confirmed the 425 nominated scales and 70 chargers can be delivered by the required deadline of 30<sup>th</sup> June 2019.</p>
Novation Engineering Pty Ltd	78	<p>The nominated scale met all the performance requirement.</p> <p>Tenderer supplied evidence of previous models having a usable life span of more than 10 years and has been utilised in 16 countries since 1990 with an average usable life of 20 years.</p> <p>The nominated scale was the same model of scale currently being used by RMS.</p> <p>The tenderer is an authorised distributor in NSW for the nominated scale model.</p> <p>Tenderer confirmed the 425 nominated scales and 70 chargers can be delivered by the required deadline of 30<sup>th</sup> June 2019.</p>

The assessment also included identification of any perceived or potential risk issues and has been incorporated into Stage 5 Risk Analysis of the evaluation process.

Further clarification was not required from tenderers as requested by the Tender Evaluation Committee.





The Tender Evaluation Committee considered the material effect of the gaps identified; i.e. those which would reduce the likelihood of RMS achieving the outcomes. The following tenderers were put aside and were not considered further in the evaluation process at this time: **Accucorp Pty Ltd**.

#### Stage 4. Price

The Tender Evaluation Committee considered pricing schedules for the remaining tenders and identified tenders which are cost-effective.

The TEC determined the whole-of-life cost associated with each tender to be:

Tenderer	Whole-of-Life Cost
Novation Engineering Pty Ltd	\$6,755,500.00 (excluding GST)

The following Tenders were considered not cost-effective and were put aside at that time and were not considered further in the evaluation.

None

#### Stage 5. Risk Analysis

A risk evaluation was conducted on the non-compliant Accucorp tender against risk issues that were identified during the previous stages of the evaluation.

The following risks were identified during the evaluation process.

- (1) RMS might need to terminate the contract if OIML R76 certification is not received in October 2018 as stated in the submission and the procurement activity needs to be started over again, however funding is only available till 30 June 2019.
- (2) Reliability and durability of the nominated scale could be affected by the nominated scale which does not meet the minimum performance requirements as discussed above in Stage 3.

The following tenders demonstrated unacceptable risk, which would reduce the likelihood of achieving the desired outcomes. These tenderers have been put aside and not considered further at that time.

Tenderer	Risk
Accucorp Pty Ltd	<ol style="list-style-type: none"> <li>(1) Intercomp 788 PWS does not currently have OIML R76 certification and proposed October 2018 timeframe for achieving OIML R76 certification is not a certainty.</li> <li>(2) The load cell is made from Aluminium instead of Stainless Steel which will affect the long term durability.</li> <li>(3) The wheels screwed into the frame instead of welded which will affect the long term durability and reliability.</li> </ol>

#### Stage 6. Presentations and Site Visits

The Tender Evaluation Committee did not invite presentations or site visits for this evaluation process.

#### Stage 7. Interviews

The Tender Evaluation Committee did not interview the remaining tenderers.


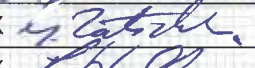

### Stage 8. Recommendations

The tender that is recommended by the Tender Evaluation Committee to enter into contract negotiations with after giving consideration to the relative ability to satisfy the overall requirement (Technical Worth) at a competitive cost (price) and at an acceptable risk (risk).

The preferred tenderer, on a whole of life value for money basis is **Novation Engineering Pty Ltd.**

This recommendation by the Tender Evaluation Committee is submitted to the financial delegate for approval.

### 3. AUTHORISATIONS OF THE EVALUATION PROCESS

TENDER EVALUATION COMMITTEE			
The Tender Evaluation Committee has evaluated the tender in accordance with the Tender Evaluation Plan. The recommendation to enter into contract negotiations as stated above.			
Name	Position	Date	Signature
Alex Lee	Convenor	06/09/2018	X 
Guido Zatschler	Member	06/09/2018	X 
Paul Walker	Member	06/09/2018	X 
	Member		X
	Member		X

#### Authorising Manager – Approval to enter into negotiations

Financial Delegate	Melinda Bailey		
Date		Signature / Initial	X



# Contract execute for portable weigh scales

---

Where: +Octagon Meeting Room 6E  
When: Tue Sep 11 10:00:00 2018 (Australia/Sydney)  
Until: Tue Sep 11 11:00:00 2018 (Australia/Sydney)  
Organiser: LEE Alex </o=rta/ou=sydney/cn=recipients/cn=leesk">  
Required Attendee: SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>

---

Placeholder to discuss contract execute

Melinda signed the memo already

**Letter of Acceptance - Portable Weigh Scales RMS2018/001**

---

**From:** LEE Alex <alex.lee@rms.nsw.gov.au>  
**To:** novationengineering@bigpond.com  
**Date:** Tue, 11 Sep 2018 12:11:39 +1000  
**Attachments:** 00\_Goods and Services Agreement\_PWS\_Novation\_Executed.pdf (942.96 kB); 01\_Letter Of Acceptance - Novation Engineering\_RMS2018-001.pdf (68.47 kB)

---

Good afternoon Stephen

I am pleased to advise that your proposal dated 30/08/2018 is accepted by RMS.  
Please sign and date the attached letter of acceptance and return to me by email ASAP.

You can now confirm customised PWS order to manufacturing arm (IRD).  
Could you please forward me your delivery program with estimated delivery date for each batch.

We look forward to working with you on this project.

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](mailto:alex.lee@rms.nsw.gov.au)  
[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)  
*Every journey matters*

**Roads and Maritime Services**  
110 George Street Parramatta NSW 2150

Please refer to page 249 of this brief  
for the attachments to this email.

**FW: Letter of Acceptance - Portable Weigh Scales RMS2018/001**

**From:** LEE Alex <"o=rta/ou=sydney/cn=recipients/cn=leesk">  
**To:** SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>  
**Date:** Fri, 14 Sep 2018 14:05:27 +1000  
**Attachments:** Novation RFP RMS2018-001.pdf (298.63 kB)

Samer

Please see below the delivery program submitted by Novation

Batch #1 deliver by 31/01/2019 with 50 units  
Batch #2 deliver by 28/02/2019 with 75 units  
Batch #3 deliver by 31/03/2019 with 75 units  
Batch #4 deliver by 30/04/2019 with 75 units  
Batch #5 deliver by 30/05/2019 with 75 units  
Batch #6 deliver by 30/06/2019 with 75 units

Cheers  
Alex

---

**From:** Novation [mailto:Novationengineering@bigpond.com]  
**Sent:** Wednesday, 12 September 2018 10:31 AM  
**To:** LEE Alex  
**Subject:** RE: Letter of Acceptance - Portable Weigh Scales RMS2018/001

Hi Alex,

Many thanks, we look forward to working with RMS to deliver this important capability.

Attached is the signed acceptance and below is the estimate of delivery timeframes.  
6 batches of delivery with an estimate date as per the diagram below.

Cheers,

Stephen Thammiah



---

**From:** LEE Alex [mailto:Alex.LEE@rms.nsw.gov.au]  
**Sent:** Tuesday, 11 September 2018 12:12  
**To:** novationengineering@bigpond.com  
**Subject:** Letter of Acceptance - Portable Weigh Scales RMS2018/001  
**Importance:** High

Good afternoon Stephen

I am pleased to advise that your proposal dated 30/08/2018 is accepted by RMS.  
Please sign and date the attached letter of acceptance and return to me by email ASAP.

You can now confirm customised PWS order to manufacturing arm (IRD).  
Could you please forward me your delivery program with estimated delivery date for each batch.

We look forward to working with you on this project.

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](mailto:alex.lee@rms.nsw.gov.au)  
[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)  
*Every journey matters*

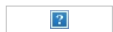
**Roads and Maritime Services**  
110 George Street Parramatta NSW 2150

Logo



Before printing, please consider the environment

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[www.avast.com](http://www.avast.com)



Transport  
Roads & Maritime  
Services

11/09/2018

NOVATION ENGINEERING PTY LTD

[REDACTED]  
[REDACTED]

Attention: Stephen Thammiah

Re: Supply of portable weigh scales for heavy vehicle enforcement

RFP number: RMS 2018/001

**CONDITIONAL LETTER OF ACCEPTANCE**

Dear Stephen,

I am pleased to advise that your Company's Proposal of 30/08/2018 is accepted by Roads and Maritime Services ("Roads & Maritime"), subject to the following conditions:

1. **Outstanding Issues:** You provide your final delivery program which all products need to be delivered by 30 June 2019.
2. **Commencement:** RMS will not engage in any work until you have satisfied all the conditions specified in this letter, to acknowledge acceptance of the conditions please sign and date in the space provided below and return by email to the RMS Representative.
3. **Insurances:** You provide evidence of the insurances required by us under the contract.
4. **Media Releases:** Please liaise with us before issuing any Media Release or other public statement.
5. **Contact Documents:** The following documents will comprise the binding agreement between the parties:
  - the Goods and Services Agreement for supply of portable weigh scales for heavy vehicle enforcement;
  - this Letter of Acceptance;
  - your Proposal dated 30/08/2018;
  - the RFP (RMS 2018/001)

The RMS Representative under this contract is Mr Alex Lee, Project Engineer, Heavy Vehicle Programs. Email: [alex.lee@rms.nsw.gov.au](mailto:alex.lee@rms.nsw.gov.au), Phone: 02 8848 8225

Yours faithfully

Samer Soliman  
Manager, Heavy Vehicle Programs  
Compliance

Name Stephen Thammiah  
Sign/Date [Signature] 12/09/18  
for Novation Engineering Pty Ltd

Roads and Maritime Services

110 George Street, Parramatta NSW 2150

[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au) | 13 17 82

PO

**From:** SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>  
**To:** LEE Alex <alex.lee@rms.nsw.gov.au>  
**Date:** Mon, 17 Sep 2018 09:39:26 +1000

Hi mate,

I approved the PO in my workflow now. So I assume you successfully had the workspace created in equip?  
 And raised the PO?

**Financial Approval for Purchase Order 4200075902**

Purchase Order 4200075902 requires your financial approval\*.

Name of next approver: Paul Hayes

Supplier: NOVATION ENGINEERING PTY LTD (20009883)

Approved Shopping Cart Value: 0.00

Requested by: Siu Lee

Previous PO Value: 0.00 AUD

Current PO Value\*\*: 6,755,500.00 AUD

Purchase Order Total Value: 6,755,500.00 AUD

Purchase Order Tax Value : 675,550.00 AUD

Purchase Order Gross Total: 7,431,050.00 AUD

Purchase Order Delivery Address: RMS OFFICE OF CHIEF EXECUTIVE, 28 ENNIS ROAD, MILSON

PO Line Item Details :

PO Line Item	Item curr.	Item value	Item Qty	Item UoM	Item text
10	AUD	6755500.00	1.00	AU	Heavy Vehicle Inspections - RMS 2018/00

PO Service Line Item Details :

Portable Weigh Scales

PO Line Item	Item curr.	Service Line	Service No	Item text	Short Text	Quantitv
10	AUD	6755500.00	1.00	AU	Heavy Vehicle Inspections - RMS 2018/001	

Samer Soliman  
 Manager Heavy Vehicle Programs  
 Compliance Monitoring | Compliance Branch | Compliance and Regulatory Services  
 T 02 88370687 | M 0416185434

[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)

Roads and Maritime Services  
99 Phillip st Parramatta NSW 2150



## FW: HV Portable Weigh Scales

---

**From:** DE GUZMAN Josephine V </o=rta/ou=exchange administrative group (fydibohf23spdlit)/cn=recipients/cn=deguzmaj">  
**To:** LEE Alex <alex.lee@rms.nsw.gov.au>, SOLIMAN Samer <samer.soliman@rms.nsw.gov.au>  
**Cc:** TSHUMA Sindiso <sindiso.tshuma@rms.nsw.gov.au>  
**Date:** Thu, 11 Oct 2018 10:42:56 +1100  
**Attachments:** Scales Invoice RMS 2018-001.1.pdf (146.42 kB)

---

Hi Alex/Samer,

Can you please confirm how many weigh scales were delivered to us and ready for use for the \$3.5m 1<sup>st</sup> milestone payment?

The reason is if these are portable weigh scales ready to for use, the Asset Accounting will chase us to capitalise the assets. Please let us know by **COB today?** Thanks.

Regards,

**Josephine De Guzman**

Finance Business Partner – Compliance & Regulatory Services Division

Finance and Investment

T 02 8848 8627

[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)

**Roads and Maritime Services**

---

**From:** LEE Alex  
**Sent:** Thursday, 27 September 2018 1:14 PM  
**To:** DE GUZMAN Josephine V; SOLIMAN Samer  
**Subject:** RE: HV Portable Weigh Scales

Hi Josephine

Please see attached invoice

Regards

Alex

---

**From:** DE GUZMAN Josephine V  
**Sent:** Thursday, 27 September 2018 1:08 PM  
**To:** SOLIMAN Samer  
**Cc:** LEE Alex  
**Subject:** RE: HV Portable Weigh Scales

Hi Samer – can you send me the invoice copy please. Thanks.

Regards,

**Josephine De Guzman**

Acting Finance Manager - CaRS

Finance & Business Partners | Finance and Investment

T 02 8848 8627

[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)

**Roads and Maritime Services**

---

**From:** SOLIMAN Samer  
**Sent:** Thursday, 27 September 2018 1:03 PM

**To:** DE GUZMAN Josephine V  
**Cc:** LEE Alex  
**Subject:** Re: HV Portable Weigh Scales

Yes the 1st milestone(contract execution) is complete so feel free to accrue.

Sent from my iPhone

On 27 Sep 2018, at 12:59 pm, DE GUZMAN Josephine V <[josephine.deguzman@rms.nsw.gov.au](mailto:josephine.deguzman@rms.nsw.gov.au)> wrote:

Hi Alex/Samer,

Has the work started/done this month? If yes, I'll have to accrue for it in Sep-18?

Regards,  
**Josephine De Guzman**  
Acting Finance Manager - CaRS  
Finance & Business Partners | Finance and Investment  
T 02 8848 8627  
[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)

**Roads and Maritime Services**

---

**From:** LEE Alex  
**Sent:** Thursday, 27 September 2018 12:46 PM  
**To:** SOLIMAN Samer; DE GUZMAN Josephine V  
**Subject:** RE: HV Portable Weigh Scales  
**Importance:** High

Hi Josephine

Samer is correct, \$3,715,525.00 (including GST) for next month.

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](mailto:alex.lee@rms.nsw.gov.au)  
[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)  
*Every journey matters*

**Roads and Maritime Services**  
110 George Street Parramatta NSW 2150

---

**From:** SOLIMAN Samer  
**Sent:** Thursday, 27 September 2018 12:36 PM  
**To:** DE GUZMAN Josephine V; LEE Alex  
**Subject:** Re: HV Portable Weigh Scales

Hi Josephine,

Alex is managing this if you need specific details.  
I believe the invoice for 50% payment(~\$3.7M) has been sent by the vendor for payment. I guess it is unlikely for TSS to process it before the end of this month. So ~\$3.7M to be expended next month.

Cheers,

Samer

On 27 Sep 2018, at 11:59 am, DE GUZMAN Josephine V  
<[josephine.deguzman@rms.nsw.gov.au](mailto:josephine.deguzman@rms.nsw.gov.au)> wrote:

Hi Samer,

Has the HV Portable Weigh Scales started yet? If yes, how much to accrue for this month? Please refer to forecast number below. Thanks.

<image001.png>

Regards,  
**Josephine De Guzman**  
Acting Finance Manager - CaRS  
Finance & Business Partners | Finance and Investment  
T 02 8848 8627  
[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)

**Roads and Maritime Services**

## Novation Engineering Pty Ltd

## TAX INVOICE



NOVATION

Novation Engineering Pty Ltd  
ABN: 50 608 485 409  
PO Box 451  
Kings Langley 2147  
Ph: (02) 9629 1826  
Email: [NovationEngineering@bigpond.com](mailto:NovationEngineering@bigpond.com)

**Attention:** Alex Lee  
**Client:** Roads and Maritime Services  
**PO Reference #:** 4200075902  
**Invoice #:** RMS 2018-001.1  
**Quote #:** RMS 2018-001  
**Date of Issue:** 25/9/18  
**Payment due by:** 25/10/18

Description	Price	Quantity	Total (AUD)	
10A series 3 Australian Model	\$15,500.00	425	\$6,587,500.00	
Scale Chargers	\$2,400.00	70	\$ 168,000.00	
Payment Milestone RMS 2018-001.1		50%	\$3,377,750.00	Excluding GST
			\$3,715,525.00	Including GST

**Payment Details:**

Bank Transfer: ANZ, Novation Engineering Pty Ltd, BSB 012327, A/C 411714139

**Payment Advice**

Please email payment details (including date and amount) to [NovationEngineering@bigpond.com.au](mailto:NovationEngineering@bigpond.com.au)

**Cheque/money order**

Please mail your order payable to Novation Engineering, PO BOX 451, Kings Langley NSW 2147.

## Re: Letter of Acceptance - Portable Weigh Scales RMS2018/001

---

**From:** SARKAR Saurav <saurav.sarkar@rms.nsw.gov.au>  
**To:** LEE Alex <alex.lee@rms.nsw.gov.au>  
**Cc:** ZATSCHLER Guido <guido.zatschler@rms.nsw.gov.au>, JANSEN Arnold <arnold.jansen@rms.nsw.gov.au>  
**Date:** Tue, 30 Oct 2018 16:43:23 +1100

---

Hi Alex,

Thanks for advising me about this.  
At this stage, please don't reply to them and I will look at this tomorrow and advise accordingly.

Regards,

Saurav Sarkar  
Manager, Operations and HV Programs  
Compliance Branch

On 30 Oct 2018, at 4:28 pm, LEE Alex <[Alex.LEE@rms.nsw.gov.au](mailto:Alex.LEE@rms.nsw.gov.au)> wrote:

Hi Saurav

Could you please advise how should I reply Novation Engineering?  
If Novation Engineering received the first milestone payment of \$3,715,525.00 (including GST), what arrangement should be for retrieving the money?

I will be working off-site tomorrow and only available on email, happy to discuss when I see you Thursday.

Cheers  
Alex

---

**From:** novationengineering novationengineering [<mailto:novationengineering@bigpond.com>]  
**Sent:** Tuesday, 30 October 2018 1:38 PM  
**To:** LEE Alex  
**Subject:** Re: RE: Letter of Acceptance - Portable Weigh Scales RMS2018/001

Hi Alex,

Unfortunately the manufacturing arm of IRD have said in uncertain terms said that they cannot complete this order on time and as such I have to terminate this contract.

Can you please advise what the next steps would be?

Cheers,

Steve

---

----- Original Message -----

From: "LEE Alex" <[Alex.LEE@rms.nsw.gov.au](mailto:Alex.LEE@rms.nsw.gov.au)>

To: "Novation" <[Novationengineering@bigpond.com](mailto:Novationengineering@bigpond.com)>  
Sent: Friday, 12 Oct, 2018 At 11:16 AM  
Subject: RE: Letter of Acceptance - Portable Weigh Scales RMS2018/001

Hi Steve

I rang up TSS and they told me they will process it today or next Monday.

Please let me know next Tuesday if you haven't received the payment.

Cheers  
Alex

---

**From:** Novation [<mailto:Novationengineering@bigpond.com>]  
**Sent:** Friday, 12 October 2018 10:31 AM  
**To:** LEE Alex  
**Subject:** RE: Letter of Acceptance - Portable Weigh Scales RMS2018/001  
**Importance:** High

Hi Alex,

Can you please chase this up, payment has not been processed.

Cheers,

Steve

---

**From:** LEE Alex [<mailto:Alex.LEE@rms.nsw.gov.au>]  
**Sent:** Monday, 08 October 2018 13:10  
**To:** Novation  
**Subject:** RE: Letter of Acceptance - Portable Weigh Scales RMS2018/001  
**Importance:** High

Hi Stephen

I approved your invoice (RMS 2018-001.1) last Tuesday 2 Oct, please give them another 2-3days to process the payment of milestone 1.  
Please let me know if you didn't received it by Friday and I will chase it up for you.

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](mailto:alex.lee@rms.nsw.gov.au)  
[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)  
*Every journey matters*

**Roads and Maritime Services**  
110 George Street Parramatta NSW 2150

---

**From:** Novation [<mailto:Novationengineering@bigpond.com>]  
**Sent:** Monday, 8 October 2018 12:48 PM  
**To:** LEE Alex  
**Subject:** RE: Letter of Acceptance - Portable Weigh Scales RMS2018/001

**Importance:** High

Hi Alex,

Could you please follow up with TSS on the payment for milestone 1.  
It has to be processed.

Cheers,

Stephen Thammiah

---

**From:** LEE Alex [<mailto:Alex.LEE@rms.nsw.gov.au>]

**Sent:** Friday, 21 September 2018 14:12

**To:** Novation

**Subject:** RE: Letter of Acceptance - Portable Weigh Scales RMS2018/001

**Importance:** High

Hi Stephen

Thanks for the insurance cert.

Please submit your first invoice to TSS using the PO number: 4200075902

Cheers

Alex

---

**From:** Novation [<mailto:Novationengineering@bigpond.com>]

**Sent:** Wednesday, 19 September 2018 10:12 AM

**To:** LEE Alex

**Subject:** RE: Letter of Acceptance - Portable Weigh Scales RMS2018/001

Hi Alex,

Sorry about the delay, documents attached.

Regards,  
Stephen Thammiah

---

**From:** LEE Alex [<mailto:Alex.LEE@rms.nsw.gov.au>]

**Sent:** Friday, 14 September 2018 09:32

**To:** Novation

**Subject:** RE: Letter of Acceptance - Portable Weigh Scales RMS2018/001

**Importance:** High

Good morning Stephen

Thank you for returning the Letter of Acceptance.  
According to the Letter of Acceptance, you are required to provide evidence of the insurance required by RMS under the contract.

Regards  
Alex

---

**From:** Novation [<mailto:Novationengineering@bigpond.com>]

**Sent:** Wednesday, 12 September 2018 10:31 AM

**To:** LEE Alex

**Subject:** RE: Letter of Acceptance - Portable Weigh Scales RMS2018/001

Hi Alex,

Many thanks, we look forward to working with RMS to deliver this important capability.

Attached is the signed acceptance and below is the estimate of delivery timeframes. 6 batches of delivery with an estimate date as per the diagram below.

Cheers,

Stephen Thammiah

---

**From:** LEE Alex [<mailto:Alex.LEE@rms.nsw.gov.au>]  
**Sent:** Tuesday, 11 September 2018 12:12  
**To:** [novationengineering@bigpond.com](mailto:novationengineering@bigpond.com)  
**Subject:** Letter of Acceptance - Portable Weigh Scales RMS2018/001  
**Importance:** High

Good afternoon Stephen

I am pleased to advise that your proposal dated 30/08/2018 is accepted by RMS. Please sign and date the attached letter of acceptance and return to me by email ASAP.

You can now confirm customised PWS order to manufacturing arm (IRD). Could you please forward me your delivery program with estimated delivery date for each batch.

We look forward to working with you on this project.

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](mailto:alex.lee@rms.nsw.gov.au)  
[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au)  
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**Roads and Maritime Services**

110 George Street Parramatta NSW 2150

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Regards,  
Stephen Thammiah



# Transport

## Roads & Maritime Services

### Goods and Services Agreement for supply of portable weigh scales for heavy vehicle enforcement

Dated August 30th, 2018

**Roads and Maritime Services ("RMS")**

Novation Engineering ("Supplier")

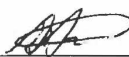
Contract Reference Number RMS2018-001



Parties	RMS and Supplier	
RMS	Name	Roads and Maritime Services
	ABN/ACN/ARBN	76 236 371 088
	Address	Level 9, 101 Miller Street, North Sydney, New South Wales, 2060
Supplier	Stephen Thammiah	
	ABN :	50608485409
	ACN:	608485409
	Address:	[REDACTED]
Date of agreement	11/9/2018	

EXECUTED as an agreement.

Signed by the authorised Delegate of **Roads and Maritime Services** in the presence of

  
\_\_\_\_\_  
Witness' signature  
Samer Soumar  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Delegate's Signature  
11/9/2018  
\_\_\_\_\_  
Date  
Alex Lee  
\_\_\_\_\_  
Name  
Project Engineer  
\_\_\_\_\_  
Position

**EXECUTED** by *Novation Engineering* Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

Torvald

Signature of director

STEPHEN THAMMLAH

Name of director (block letters)

30<sup>th</sup> August 2018

Date \_\_\_\_\_

)
)
)
)
)
)
)
)
)
)
)

Sund

Signature of company secretary  
\*delete whichever is not applicable

STEPHEN THAMMIAH

Name of company secretary\* (block letters)

\*delete whichever is not applicable

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## Contract Details

<b>Commencement Date (Clause 2)</b>	<i>The date on the letter of acceptance</i>	
<b>Initial Term (Clause 2)</b>	<i>One year</i>	
<b>Further Term (Clause 2)</b>	<i>One year plus one year</i>	
<b>Delivery Address (Clause 3.4)</b>	<i>To be provided at contract execution</i>	
<b>Warranty Period (Clauses 3.8 and 4.4)</b>	<i>12 months</i>	
<b>Repair Location (Clause 3.9)</b>	<i>Sydney, New South Wales</i>	
<b>Invoice Timing (Clause 7.2)</b>	<i>When all goods have been delivered</i>	
<b>Security (Clause 9.4)</b>	<p>Criminal record search and investigation required?</p> <p><input type="checkbox"/> Yes, for all Supplier Personnel involved in: <span style="float: right;"><input checked="" type="checkbox"/> No</span></p> <p style="margin-left: 40px;"> <input type="checkbox"/> Manufacturing of the Goods  <input type="checkbox"/> Packaging of the Goods  <input type="checkbox"/> Delivery of the Goods  <input type="checkbox"/> Planning of the Services  <input type="checkbox"/> Performance of the Services  <input type="checkbox"/> Other: _____ of the Goods  <input type="checkbox"/> Other: _____ of the Services         </p> <p>Deed of Confidentiality required?</p> <p><input type="checkbox"/> Yes, for all Supplier Personnel involved in: <span style="float: right;"><input checked="" type="checkbox"/> No</span></p> <p style="margin-left: 40px;"> <input type="checkbox"/> Manufacturing of the Goods  <input type="checkbox"/> Packaging of the Goods  <input type="checkbox"/> Delivery of the Goods  <input type="checkbox"/> Planning of the Services  <input type="checkbox"/> Performance of the Services  <input type="checkbox"/> Other: _____ of the Goods  <input type="checkbox"/> Other: _____ of the Services         </p>	



<b>IP Ownership (clause 13.4)</b>	Option A - RMS Owns New IP	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Option B – Supplier Owns New IP but RMS has Exclusive Use Licence	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Option C – Supplier Owns New IP but RMS has Non-Exclusive Use Licence	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**NOTE:** Chose one option here and mark “no” for others. If no option is selected or if it is unclear which option is selected then Option A will apply

**RMS  
Representative  
(Clause 15) and  
notices (Clause 24)**

Name: Alex Lee  
 Position: Project Engineer  
 Address: 110 George Street Parramatta  
NSW 2150  
 Facsimile: 02 8848 8225  
 Email: Alex.lee@rms.nsw.gov.au

**Supplier  
Representative  
(Clause 15) notices  
(Clause 24)**

Name: Stephen Thammiah  
 Position: Managing Director  
 Address:   
 Facsimile:   
 Email: novationengineering@bigpond.com

**Reports  
(Clause 15.3)**

*Monthly update of PWS delivered in that month and PWS delivery planned for the next month*

**Review meetings  
(Clause 15.4)**

*Monthly*

**Supplier Liability  
Cap (Schedule 1 &  
Clause 17.2)**

*\$ 7 Million*

**Transition Plan  
Submission Date  
(Clause 26.1)**

*1 month from the Commencement Date*

**Insurance Policies  
(Clause 18.1)**

TYPES OF INSURANCES	MINIMUM SUM INSURED	TICK IF REQUIRED
Broadform Public and Products Liability	[\$10 million*] for any single occurrence and unlimited in the aggregate as to the number of occurrences  The total aggregate liability during any one period of insurance for all claims arising out of the Supplier's Products shall not exceed [\$10 million*]	<input checked="" type="checkbox"/>
Motor Vehicle Comprehensive or Third Party Property Damage	[\$20 million*] for any single occurrence and unlimited in the aggregate as to the number of occurrences	
Workers Compensation	As required by the laws of each relevant State and Territory	<input checked="" type="checkbox"/>
Personal Accident & Illness	Minimum of 104 weeks but only required if the Supplier is a sole trader	
Professional Indemnity	[\$1 million*] per occurrence	
Fire and Extraneous Perils including Accidental Damage, Burglary, Theft and Transit Insurance (or similar Industrial Special Risks Insurance) whilst in the care, custody and control of the Supplier	[\$7 million*] for any single occurrence and at least [\$7million*] in the aggregate as to the number of occurrences  A loss sub-limit of [\$7 million*] on any single occurrence of burglary or theft	<input checked="" type="checkbox"/>

For details of requirements for each policy see Attachment B.

**Important contractual notices  
(Clause 24.2 )****Important contractual notices under clause 24.2 must be copied to:**

1 If to RMS:

Copy to: The General Counsel

(for notices under clause 24.2 only) 101 Miller Street  
North Sydney  
New South Wales

2 If to the Supplier:

Copy to: Novation Engineering Pty Ltd

(for notices under clause 24.2 only)



**Note: Under clause 24.2 important contractual notices are not permitted to be sent by facsimile or email.**

# General Terms

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## 1 Contract structure

### 1.1 Overview

This agreement consists of the following parts:

- (a) these General Terms - the clauses of these General Terms set out the contractual framework under which the Supplier will supply Goods and perform Services;
- (b) the Contract Details - the details set out the key commercial variables applicable to this agreement;
- (c) the Schedules - set out the detailed provisions relating to the Goods, Services and Service Levels; and
- (d) the other Attachments - sets out forms and other material relevant to this agreement.

### 1.2 No exclusivity

The Supplier acknowledges that:

- (a) it is not the exclusive supplier of the Goods or Services, or goods or services similar to the Goods or Services and RMS may at any time during the Term acquire such Goods or Services or any part of them from a third party; and
- (b) RMS is under no obligation to acquire any minimum quantity of Goods or Services under this agreement.

### 1.3 Priority

If there is any inconsistency between any of the parts of this agreement, then the part listed higher in clause 1.1 (Overview) takes priority and applies over any part listed lower in that clause, but only to the extent of the inconsistency.

### 1.4 Definitions and interpretation

The definitions used in this agreement and the rules of interpretation are set out in the Dictionary in Schedule 1.

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## **2 Term**

### **2.1 Term of Agreement**

This agreement commences on the Commencement Date and continues until expiry of the Initial Term unless extended under clause 2.2 (Extension) or terminated in accordance with this agreement.

### **2.2 Extension**

RMS may extend this agreement on the same terms and conditions for the Further Term by notifying the Supplier at least 30 days prior to expiry of the Initial Term

### **2.3 Holding over**

Following expiry of the Initial Term (including any extension of it under clause 2.2 (Extension)) if RMS Requires then this agreement will continue on a periodic basis on the same terms (including Charges) until the earlier of:

- (a) termination by either party giving the other at least 3 month's notice;
- (b) expiration of 12 months; or
- (c) termination in accordance with this agreement.

---

## **3 Goods**

### **3.1 General**

The Supplier must supply the Goods to RMS in accordance with the terms and conditions of this agreement.

### **3.2 Specifications**

The Supplier must ensure that the Goods:

- (a) comply with the Specifications; and
- (b) are identical to any Tested Goods.

### **3.3 Packaging**

The Supplier must ensure that all Goods:

- (a) are properly and securely packaged so as to reach the Delivery Address in a new and undamaged condition;
- (b) have documentation sent with the package or container (including delivery advice notes and packing lists) containing the Delivery Address, contact name and contact number of the relevant RMS contact; and
- (c) comply with any specific packaging and identification requirements that RMS may reasonably require from time to time.

### 3.4 Delivery

- (a) The Supplier must deliver the Goods and Documentation to the Delivery Address in accordance with the Delivery Timeframe and the Service Levels.
- (b) Before handing over the Goods and Documentation to RMS, the Supplier must:
  - (i) sight RMS staff identification tag;
  - (ii) obtain the signature; and
  - (iii) record the full name and staff number,of the RMS Representative that takes receipt of the Goods and Documentation and keep such record for the Term (“**Proof of Delivery**”). If requested by RMS, the Supplier must provide to RMS the relevant Proof of Delivery. A Proof of Delivery will (in the absence of other contrary evidence) be deemed to be sufficient evidence that the Goods and Documentation have been delivered to RMS.

### 3.5 Assistance

- (a) The Supplier must provide RMS with all reasonable assistance (including installation and testing) to ensure the Goods are fully operational and comply with the Specifications.
- (b) RMS may inspect and test the Goods upon delivery for compliance with the Specifications.

### 3.6 Errors and Defects

If Goods delivered to RMS:

- (a) do not conform with this clause 3 (Goods); or
- (b) fail to comply with a representation or warranty specified in clause 16.2 (Representations and warranties in respect of Goods and Services),

then RMS, irrespective of whether it has paid for the Goods, may reject the Goods by giving written notice to the Supplier (“**Rejection Notice**”).

### 3.7 Rejection Notice

If a Rejection Notice is issued by RMS in respect of any Goods, in addition to any other rights RMS may have under this agreement or by law, the Supplier must, at RMS’s sole option:

- (a) immediately refund any moneys paid in advance for the Goods (if applicable); or
- (b) immediately replace the Goods at its cost.



**3.8 Warranty repairs**

If the Goods are or become defective in any way during the Warranty Period, then, at RMS's absolute discretion:

- (a) the Supplier must immediately replace or repair the Goods at the Supplier's cost; or
- (b) RMS may return the Goods to the Supplier. The Supplier must fully refund any amounts paid for the Goods that RMS does not retain.

**3.9 Facilities to repair**

The Supplier agrees to ensure that facilities for the repair of the Goods are available at the Repair Location for the Warranty Period.

**3.10 Stock Levels**

The Supplier must ensure that throughout the Term it maintains sufficient stock levels of Goods to meet obligations under this agreement.

**3.11 Title and risk**

The parties acknowledge and agree that:

- (a) Goods becomes the property of RMS on delivery of the Goods to the Delivery Address;
- (b) the risk of loss or damage to the Goods passes to RMS on delivery of the Goods to the Delivery Address in accordance with this clause 3 (Goods); and
- (c) if any Goods are re-taken by the Supplier, the risk of loss or damage to the Goods passes back to the Supplier upon removal from RMS's premises.

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**4 Services****4.1 General**

The Supplier must provide the Services to RMS to a standard that meets or exceeds any applicable Services Levels in accordance with the terms and conditions of this agreement.

**4.2 Incidental Services**

The Supplier must provide (without additional charge) any incidental or related services not specifically described in Schedule 2 (Goods and Services) or this agreement which are required for the proper performance or use of the Services described in this agreement.

### **4.3 Capability Levels**

The Supplier must ensure that throughout the Term it maintains sufficient capability and resources in relation to Services to meet its obligations under this agreement.

### **4.4 Warranty rectification**

If the result achieved by the Services is or becomes defective in any way during the Warranty Period then the Supplier must immediately re-perform the Service or remedy the defect at the Supplier's cost.

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## **5 Service Levels and Service Credits**

Where the Supplier fails to meet any Service Level, without limiting other rights and remedies available to RMS, the Supplier must at no additional cost to RMS promptly:

- (a) at RMS's option, pay to or credit RMS, the Service Credits;
- (b) if requested by RMS, in the case of Services re-perform those Services which gave rise to the failure to meet the Service Level;
- (c) use all reasonable endeavours to correct the issue which caused the failure to meet the Service Level;
- (d) arrange all additional resources reasonably necessary to deliver the Goods or perform the Services in accordance with the Service Level as soon as practicable; and
- (e) if requested by RMS, provide at no charge to RMS a detailed report on the steps taken by the Supplier to prevent similar future non-compliance with the Service Levels.

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## **6 Other Supplier Obligations**

### **6.1 Standard of performance**

Without limiting the Supplier's obligations under this agreement, the Supplier must perform its obligations under this agreement:

- (a) in accordance with best industry practice;
- (b) with all due care, skill and diligence expected of a professional service supplier and in a proper and workmanlike manner; and
- (c) in a cost effective manner consistent with the required level of quality and performance.

### **6.2 Comply with requirements**

Without limiting the Supplier's obligations under this agreement, the Supplier must comply, and must ensure that the Supplier Personnel comply, with:

- (a) all RMS standards, policies and procedures notified from time to time (other than any which are expressly inconsistent with this agreement);
- (b) all other reasonable requirements and directions of RMS in relation to the Goods and Services, including that the Supplier must reasonably co-operate with other RMS suppliers; and
- (c) the Supplier's own internal standards and policies (other than any which are inconsistent with this agreement).

Where there is any inconsistency between any of the requirements set out above, the requirement listed earlier prevails to the extent of the inconsistency.

### **6.3 SME Participation Plan and reporting**

- (a) This clause only applies where the Supplier has submitted a SMEPP to RMS.
- (b) The Supplier acknowledges that RMS has relied on the SMEPP in awarding this agreement to the Supplier.
- (c) The Supplier must comply with the requirements and commitments provided for in the SMEPP and take all steps reasonably required to enable RMS to monitor compliance by the Supplier with the SMEPP.
- (d) The parties acknowledge and agree that:
  - (i) RMS may establish mechanisms to monitor compliance by the Supplier with its commitments under the SMEPP; and
  - (ii) non-compliance by the Supplier of the SMEPP commitments will entitle RMS to terminate in accordance with clause 22.1 (Termination by RMS for cause).
- (e) The Supplier acknowledges that RMS may take into consideration non-compliance by the Supplier with the SMEPP when evaluating tenders submitted by the Supplier to RMS in the future for other agreements.
- (f) In this clause "SMEPP" refers to a Small & Medium Enterprise Participation Plan under the NSW Government's Small and Medium Enterprises Policy .

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## **7 Charges, invoices and payments**

### **7.1 RMS will pay Charges**

Subject to this clause 7 (Charges, invoices and payments), in consideration of the Supplier supplying the Goods and performing the Services, RMS will pay to the Supplier the Charges. The Supplier is not entitled to recover any charge or expenses additional to the Charges for the supply of Goods, the performance of the Services, the provision of any benefit or the performance

of any acts, even if required to do so under this agreement, unless the agreement provides otherwise.

## **7.2 Invoice Timing**

The Supplier will issue and invoice for the Charges in accordance with the Invoice Timing or if there is no Invoice Timing established for the relevant Goods or Services, then:

- (a) in respect of Goods, on delivery of all Goods; and
- (b) in respect of Services, on completion of all Services,

unless otherwise agreed in writing by RMS.

## **7.3 Payment of amounts due to or in respect of employees**

RMS may but is not obliged to (unless otherwise required by law) pay any amounts owing by the Supplier to or in respect of an employee of the Supplier who has carried out work in connection with this agreement provided that:

- (a) the time for payment has passed;
- (b) the Supplier has not given RMS a completed Contractor Statement in the form set out in Attachment A in respect of the period for which the amounts are owed; and
- (c) RMS first gives the Supplier not less than 5 Business Days' notice that it intends to make the payment.

Without limiting any rights RMS may have under section 127 of the *Industrial Relations Act 1996* (NSW), the Supplier must credit or pay the amount to RMS as required by clause 7.7 (Amounts due to ) at RMS's option.

## **7.4 Payment of invoices**

RMS is not required to pay any amount to the Supplier unless it has received a correctly rendered invoice for that amount. RMS must pay each correctly rendered invoice within 30 days after receipt of that invoice.

## **7.5 Correctly rendered invoice**

For the purposes of this agreement, an invoice is not correctly rendered unless:

- (a) the invoice is a Tax Invoice;
- (b) the amount claimed in the invoice is due for payment in accordance with clause 7.2 (Invoice Timing);
- (c) the amount claimed in the invoice is correctly calculated under this agreement;

- (d) the invoice includes the relevant RMS purchase order number, cost centre number and general ledger code and is set out in a manner that identifies the Goods and/or Services which the invoice covers and itemises each amount claimed, to a level of detail satisfactory to RMS acting reasonably;
- (e) the invoice is accompanied by documents that adequately demonstrate to RMS the Goods supplied, the Services that were performed and the basis on which the amounts are claimed;
- (f) the invoice is addressed to “Roads and Maritime Services” with attention to the RMS Representative and identifies this agreement; and
- (g) the invoice is accompanied by a completed Contractor Statement in the form set out in Attachment A in respect of the period to which the invoice relates.

## **7.6 Disputed invoices**

Where RMS considers that an invoice is not correctly rendered RMS will issue to the Supplier within 10 Business Days after receipt of the invoice a notice setting out the reasons and identifying any amounts which are in dispute.

## **7.7 Amounts due to RMS**

Each amount payable by the Supplier to RMS under an indemnity, warranty, reimbursement, rebate or refund obligation, or default event under this agreement is a debt due and payable to RMS on demand. Any demand must be accompanied by any relevant verifying documentation and, if the amount payable is a taxable supply must be a Tax Invoice. At RMS’s option the Supplier must pay or credit the amount to RMS, within 30 days after issue of the demand or in accordance with the time otherwise set out in this agreement.

## **7.8 Set off rights**

Without prejudicing any other rights available to RMS, RMS is entitled to set off against any amount due for payment by it to the Supplier any amount payable by the Supplier to RMS (including Service Credits).

## **7.9 Payment does not affect other rights or obligations**

Payment of money under clause 7.1 (RMS will pay Charges) is not evidence:

- (a) that RMS accepts any Goods or Services under this agreement;
- (b) of any waiver by or estoppel against RMS in relation to any right or action which RMS may have at any time against the Supplier;
- (c) that the Supplier has carried out its obligations under this agreement; or
- (d) of the value of any of the Goods or Services.

---

## **8 Taxes and GST**

### **8.1 Taxes**

The Supplier is responsible for all Taxes arising from or relating to this agreement and must pay Taxes which are imposed on the Supplier arising from or relating to this agreement, directly to the relevant Government Agency, except for any income tax or capital gains tax payable by RMS.

### **8.2 Evidence of payment**

Where the Supplier pays Taxes imposed on RMS under clause 8.1 (Taxes), the Supplier must provide to RMS within 3 Business Days of payment a written notification evidencing, to the satisfaction of RMS, the full and timely payment of the relevant Taxes.

### **8.3 Indemnity**

The Supplier indemnifies RMS against any costs or expenses that RMS suffers or incurs as a result of the Supplier failing to meet its obligations under clause 8.1 (Taxes).

### **8.4 GST**

The parties agree that:

- (a) unless expressly stated otherwise, all amounts payable by RMS to the Supplier under this agreement are inclusive of GST;
- (b) if a supply under this agreement is subject to GST, and the consideration payable or to be provided for the supply is not inclusive of GST, then the party receiving the supply must pay to the party making the supply an additional amount equal to the Amount of the Consideration multiplied by the applicable GST rate;
- (c) the additional amount is payable at the same time as the consideration for the supply is payable;
- (d) if the additional amount differs from the amount of GST payable by the party making the supply, the parties must adjust the additional amount; and
- (e) if a party is entitled to be reimbursed or indemnified under this agreement, the amount to be reimbursed or indemnified does not include any amount for GST for which the party is entitled to an Input Tax Credit.

### **8.5 Withholding tax**

If a law requires RMS to deduct an amount in respect of Taxes from a payment under this agreement, then:

- (a) RMS agrees to deduct the amount for the Taxes; and

- (b) RMS agrees to pay an amount equal to the amount deducted to the relevant Government Agency as required by applicable law and give the original receipts to the Supplier.

---

## **9 Supplier Personnel**

### **9.1 Supplier Personnel**

The Supplier must ensure that the Supplier Personnel are suitably qualified, experienced and competent for their role in providing the Goods and Services.

### **9.2 Removal of Supplier Personnel**

Where required by RMS, the Supplier must remove and replace any particular Supplier Personnel as reasonably request by RMS.

### **9.3 Information about Supplier Personnel**

If requested to do so by RMS, the Supplier must provide to RMS:

- (a) a list of any of the Supplier Personnel; and
- (b) accurate information about the identity, qualifications, job history and character of each of the Supplier Personnel.

### **9.4 Security**

If specified in the Contract Details, the Supplier must, and must ensure that the relevant Supplier Personnel:

- (a) submit to security checks; and
- (b) execute a deed of confidentiality in the form reasonably required by RMS.

### **9.5 Criminal record search and investigation**

If required by clause 9.4 (Security), in relation to all relevant Supplier Personnel (as specified in the Contract Details):

- (a) prior to, but no earlier than 3 weeks before the Supplier engages that person to perform work in connection with this agreement, the Supplier must:
  - (i) for Supplier Personnel who are resident in Australia, perform or procure a national criminal record search of that person from the Criminal Records Section of the NSW Police Force (or such other branch or office of the NSW Police Force or law enforcement agency performing the functions of the Criminal Records Section from time to time) and must provide the results to RMS;
  - (ii) for Supplier Personnel who are resident outside Australia, use reasonable endeavours to perform or procure a criminal

record search of that person from the relevant police force of the jurisdiction where the Supplier Personnel resides and must provide the results to RMS;

- (b) RMS may, but is not required to, carry out the search referred to in clause 9.5(a) itself;
- (c) the Supplier must conduct such other investigations at the Supplier's expense as RMS may reasonably request and must provide the results of those investigations to RMS; and
- (d) RMS may conduct such other investigations at RMS's expense as RMS considers appropriate and the Supplier must provide all such assistance as RMS may reasonably request.

The Supplier acknowledges that any search or investigation by RMS in accordance with this clause 9.5 (Criminal record search and investigation) will not affect the Supplier's obligations under this agreement.

#### **9.6 Consent from Supplier Personnel**

The Supplier must obtain all necessary consent from the relevant Supplier Personnel to enable:

- (a) the Supplier and RMS to conduct the searches or investigations under and within the timeframes specified in clause 9.5 (Criminal record search and investigation); and
- (b) the Supplier to provide the results of its searches or investigations to RMS in accordance with clause 9.5 (Criminal record search and investigation).

#### **9.7 Inability to obtain consent**

If the Supplier is unable to obtain a consent required under clause 9.6 (Consent from Supplier Personnel) from a person, then, unless RMS agrees otherwise in writing, the Supplier must not allow that person to perform work in connection with this agreement and the Supplier must provide a replacement for that person who is acceptable to RMS within a reasonable time of RMS's request to do so and without inconvenience or cost to RMS.

#### **9.8 No access where there has been a Relevant Offence**

The Supplier must not allow a member of the Supplier Personnel to perform work in connection with this agreement without the written consent of RMS if:

- (a) a search conducted under clause 9.5 (Criminal record search and investigation) shows that the person has been convicted of an offence which is or could be a Relevant Offence;
- (b) the Supplier has reliable evidence that the person has a criminal conviction or has served a custodial sentence and that conviction occurred, or any part of that sentence was served, in the previous 10 years anywhere in the world; or



- (c) the Supplier has reliable information indicating that a trial is currently underway against the person which could result in a conviction of that person for an offence which is or could be a Relevant Offence.

#### **9.9 Supplier becomes aware of information**

If, after the Supplier has allowed a person to perform work in connection with the agreement, the Supplier becomes aware of information of the type referred to in clause 9.8 (No access where there has been a Relevant Offence), then the Supplier must immediately notify RMS and the Supplier must take such reasonable action as RMS requests in relation to the person including, without limitation, replacing that person with a person who is acceptable to RMS within a reasonable time of RMS's request to do so and without inconvenience or cost to RMS.

#### **9.10 Removal of unsuitable Supplier Personnel**

If, as a result of any investigation under clause 9.5 (Criminal record search and investigation) or any breach of the security or privacy obligations contained in this agreement, RMS is of the reasonable opinion that any of the Supplier Personnel is unsuitable to undertake work in respect of this agreement, then RMS may request the Supplier to remove that person from the performance of this agreement. If RMS makes such a request, then the Supplier will provide replacement personnel reasonably acceptable to RMS within a reasonable time of RMS's request and without inconvenience or cost to RMS.

#### **9.11 Certification**

Within 5 Business Days of each anniversary of the Commencement Date or otherwise on request by RMS, the Supplier must certify that, as at the relevant date, the Supplier has and is complying with clauses 9.5 (Criminal record search and investigation) to 9.10 (Removal of unsuitable Supplier Personnel).

#### **9.12 Obligations subject to law**

Neither party is required to comply with clauses 9.5 (Criminal record search and investigation) to 9.10 (Removal of unsuitable Supplier Personnel) to the extent that compliance would result in a contravention of any legal requirement with which the party is required to comply.

#### **9.13 No poaching**

From the Commencement Date until 12 months after expiry of the Term, neither party may solicit for employment, or independent contract for the provision of services, any employee of the other party who is involved in the performance of that party's obligations under this agreement. Nothing in this clause prevents RMS from employing or contracting any person through a publicly advertised recruitment or procurement process.

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## **10 Business continuity and disaster recovery**

### **10.1 Develop plan**

Within 2 months from the Commencement Date, the Supplier must develop a draft Business Continuity Plan and provide it to RMS for review. The draft Business Continuity Plan must detail how the Supplier would continue to supply the Goods and Services to RMS if a Disaster Recovery Event occurs. The Supplier must ensure that the draft Business Continuity Plan:

- (a) enables the Goods and Services to be provided in accordance with this agreement except as specifically agreed by RMS;
- (b) reflects best industry practice in relation to the planned continued provision of the Goods and Services to RMS where there is a Disaster Recovery Event; and
- (c) defines relevant Disaster Recovery Events.

The Supplier must make all changes reasonably required by RMS to the draft Business Continuity Plan to create the Business Continuity Plan.

### **10.2 Update plan**

The Supplier must ensure at all times that the Business Continuity Plan is up-to-date and reflects the current Goods and Services.

### **10.3 Test plan**

The Supplier must test the Business Continuity Plan at least annually from the Commencement Date, and must liaise and co-operate with RMS over the extent and timing of those tests.

### **10.4 Disaster Recovery Event**

On the occurrence of a Disaster Recovery Event, the Supplier must immediately implement the Business Continuity Plan. The Supplier must continue to provide the Goods and Services to the relevant Service Levels unless otherwise specified or allowed for in the Business Continuity Plan.

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## **11 Sub-contracting**

### **11.1 Subcontracting**

The Supplier must not sub-contract any of its obligations under this agreement without the prior written approval of RMS. RMS may give or withhold its approval in its absolute discretion and may impose conditions on its approval.

### **11.2 Responsibility for Subcontractors**

The Supplier is responsible for all acts and omissions of Subcontractors as if they were those of the Supplier and the Supplier indemnifies RMS against all costs, expenses liabilities incurred by RMS in connection with the acts or omissions of any Subcontractors.

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## **12 Change control**

### **12.1 Change request**

Either party may request a change to:

- (a) the scope or description of any Goods or Services; or
- (b) the requirements of Schedule 2 (Goods and Services);

(each a “**Change**”) by issuing a notice in writing to the other party.

### **12.2 Change request by RMS**

If a Change is requested by RMS, the Supplier must provide to RMS within 10 Business Days of receiving the notice of request, or such other period as the parties may agree, a Change Proposal which complies with clause 12.5 (Requirements for Change Proposal).

### **12.3 Change request by Supplier**

If the Change is requested by the Supplier, the Supplier must include a Change Proposal with the request for Change or provide the Change Proposal at such later date as the parties may otherwise agree.

### **12.4 Assistance from RMS**

Where the Supplier requires information from RMS in order to properly prepare a Change Proposal, RMS will provide all such information reasonably requested within a reasonable period from the date of the request.

### **12.5 Requirements for Change Proposal**

Each Change Proposal must:

- (a) set out a full description of the Change; and
- (b) specify all changes to the relevant Charges, the relevant timeframes and any other conditions which the Supplier reasonably requires in order to perform the Change and must detail reasons for those changes.

Any adjustment to the Charges must be based on the Supplier’s actual direct costs as a result of the Change, including a reasonable profit allowance.

### **12.6 Acceptance or rejection of a Change Proposal**

RMS may accept or reject a Change Proposal at any time within 20 Business Days of receiving the Change Proposal. Where RMS accepts a Change Proposal, the parties will execute a Change Notice on those terms and this agreement will be varied accordingly, with effect from the date of execution of the Change Notice.

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## **13 Intellectual Property Rights**

### **13.1 Existing Intellectual Property Rights**

All Intellectual Property Rights of the parties existing before the date of this agreement will be retained by the relevant party.

### **13.2 Licence for RMS to Use Existing Supplier IP**

The Supplier grants to RMS a royalty-free, non-exclusive, irrevocable licence:

- (a) to Use the Supplier IP to the extent necessary to receive the full use and benefit of the Goods and Services; and
- (b) sub-licence any of the rights granted under (a) to any person, but only in relation to the use or benefits of the Goods or Services.

### **13.3 Licence for Supplier to Use Existing RMS IP**

RMS grants to the Supplier, and to the extent necessary any relevant Subcontractor, for the Term, a royalty-free, non-exclusive, non-transferable licence to Use RMS IP only to the extent necessary to provide the Goods and Services.

### **13.4 New Intellectual Property Rights**

The Contract Details determine whether Option 1, 2 or 3 applies.

#### **(a) Option 1 – RMS Owns New IP**

The Supplier assigns or will procure the assignment to RMS, on creation:

- (i) Intellectual Property Rights in all modifications made to RMS IP by the Supplier or its Subcontractors; and
- (ii) all other Intellectual Property Rights created by the Supplier or its Subcontractors in the supply of the Goods or performance of the Services.

#### **(b) Option 2 – Exclusive Licence to RMS to Use New IP**

In respect of:

- (i) Intellectual Property Rights in all modifications made to RMS IP by the Supplier or its Subcontractors; and
- (ii) all other Intellectual Property Rights created by the Supplier or its Subcontractors in the supply of the Goods or performance of the Services

the Supplier grants RMS an exclusive perpetual irrevocable and royalty-free licence to:

- (iii) use, reproduce, modify and communicate to the public anywhere in the world and for any purpose connected with the business of RMS;
- (iv) permit any person to assist the RMS to do any of the things referred to in paragraph (iii) above; and
- (v) sublicense any of the rights described in paragraph (iii) or (iv) to any person.

**(c) Option 2 – Non-exclusive Licence to RMS to Use New IP**

In respect of:

- (i) Intellectual Property Rights in all modifications made to RMS IP by the Supplier or its Subcontractors; and
- (ii) all other Intellectual Property Rights created by the Supplier or its Subcontractors in the supply of the Goods or performance of the Services

the Supplier grants RMS a non-exclusive perpetual irrevocable and royalty-free licence to:

- (iii) use, reproduce, modify and communicate to the public anywhere in the world and for any purpose connected with the business of RMS;
- (iv) permit any person to assist the RMS to do any of the things referred to in paragraph (iii) above; and
- (v) sublicense any of the rights described in paragraph (iii) or (iv) above to any person.

### **13.5 Confidentiality**

Nothing in clause 13.2 (Licence for RMS to Use Existing Supplier IP) and 13.3 (Licence for Supplier to Use Existing RMS IP) removes or limits the obligations of confidentiality under clause 14 (Confidentiality and privacy).

### **13.6 Know-how use**

Subject to clause 14 (Confidentiality and privacy) and clause 13.1 (Existing Intellectual Property Rights), each of RMS, the Supplier and any Subcontractor will be free to use its general knowledge, skills and experience and any ideas, concepts, know-how, methodologies and techniques related to the scope of the Goods, Services or this agreement.

### 13.7 Indemnity

The Supplier must (either directly itself or by procuring sub-contractors to do so):

- (a) at RMS's request and sole option:
  - (i) defend at no cost to RMS, all Infringement Claims; or
  - (ii) provide, at no cost to RMS, all reasonable assistance required by RMS to defend any Infringement Claim;
- (b) indemnify RMS against all costs (including legal costs on a solicitor and own client basis), losses, damages and expenses that RMS may sustain or incur as a result of an Infringement Claim; and
- (c) satisfy any settlement of or judgement given in an Infringement Claim.

### 13.8 Other remedies

Without limiting any other rights RMS may have, if, as a result of any Infringement Claim, RMS is prevented from using the Goods or the results of the Services, the Supplier must, at RMS's option and at the Supplier's cost:

- (a) promptly procure for RMS the right to use the Goods or the results of the Services (as applicable) on reasonable commercial terms as contemplated under this agreement free of any claim or liability for infringement;
- (b) promptly procure for RMS replacement goods or materials which comply with the relevant Specifications; or
- (c) promptly modify the Goods or materials so that they cease to infringe those rights (while still complying with the applicable Specifications).

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## 14 Confidentiality and privacy

### 14.1 Disclosure of Confidential Information

A party who receives Confidential Information ("**Recipient**") must not disclose the Confidential Information supplied by the other party ("**Discloser**") to any person except:

- (a) its Representatives who require the Confidential Information for the purposes of this agreement; or
- (b) to enable the Recipient to obtain professional advice in relation to this agreement; or
- (c) with the consent of the Discloser; or
- (d) if the Recipient is required to do so by law or by a lawful requirement of any government or governmental body, authority or agency having authority over the Recipient or by a stock exchange; or

- (e) if the Recipient is required to do so in connection with legal proceedings relating to this agreement or other agreement between the parties.

#### **14.2 Permitted disclosures**

If the Recipient discloses the Discloser's Confidential Information under clause 14.1(a) or 14.1(c) then:

- (a) it must use its best endeavours to ensure that persons receiving the Confidential Information from it do not disclose the information except in the circumstances permitted in clause 14.1 (Disclosure of Confidential Information);
- (b) the Discloser may at any time require the persons receiving the Confidential Information to give written undertakings relating to the non-disclosure of the Confidential Information and the Recipient must arrange for all such undertakings to be given promptly; and
- (c) the Recipient must reserve the right to demand immediate delivery of all documents or other materials in its possession, power or control or in the possession, power or control of the third party who has received Confidential Information from it containing or referring to that Confidential Information.

#### **14.3 Use of Confidential Information**

The Recipient must not use the Discloser's Confidential Information except for the purpose of exercising the Recipient's rights or performing its obligations under this agreement or any other agreement between the parties.

#### **14.4 Return of Confidential Information**

On the Discloser's request, the Recipient must immediately deliver to the Discloser or destroy all documents or other materials containing or referring to the Confidential Information which are in its possession, power or control, or in the possession, power or control of persons who have received Confidential Information from the Recipient, except to the extent that:

- (a) the Recipient requires the Confidential Information for the purpose of performing its obligations or exercising its rights under this agreement or other agreement between the parties; or
- (b) the Recipient is otherwise entitled to retain the Confidential Information.

#### **14.5 No disclosure of the terms of this agreement**

Except as otherwise agreed or required by law, any regulatory authority or stock exchange, neither party may disclose the terms of this agreement to any person other than its Representatives on a confidential basis.

**14.6 Access to Information**

- (a) This 14.6 only applies to the extent that the Supplier is required to provide goods or services to the public on behalf of RMS.
- (b) Within 3 days of receiving a written request by RMS the Supplier must provide RMS with immediate access to information referred to in s. 121(1) of *Government Information (Public Access) Act 2009 (NSW)* (but excluding information referred to in s.121(2) of *Government Information (Public Access) Act 2009 (NSW)*) contained in records held by the Supplier at the Supplier's expense and in such medium as RMS may reasonably require. This is an essential term of this agreement.
- (c) RMS will consult with the Supplier before releasing any information obtained from the Supplier where required under s.54 of *Government Information (Public Access) Act 2009 (NSW)*.

**14.7 Disclosure of details of RMS contracts with the private sector**

- (a) The Supplier acknowledges that RMS may be required to publish certain information concerning this agreement in accordance with ss 27 – 35 of *Government Information (Public Access) Act 2009 (NSW)*.
- (b) If the Supplier reasonably believes that any part of this agreement contains information which is commercial-in-confidence or could reasonably be expected to affect public safety or security, then the Supplier should immediately advise RMS in writing, identifying the provisions and providing reasons so that RMS may consider seeking to exempt those provisions from publication.

**14.8 Publicity**

The Supplier may only make press or other announcements or releases about this agreement and the transactions related to it:

- (a) with the express, written approval of RMS; or
- (b) as required to be made by law or the rules of a stock exchange provided that the Supplier gives RMS as much prior notice as is reasonably practicable and the opportunity to review and comment on the form and text of the disclosure before the disclosure is made.

**14.9 Compliance with privacy requirements**

The Supplier must:

- (a) comply with RMS's privacy policy (and each specific privacy policy of RMS in relation to the collection and/or handling of personal or private information relating to third parties including the obtaining of any necessary consents to its use by RMS or by third parties) as notified in writing to the Supplier from time to time as if it were bound by that policy;



- (b) comply with the *Privacy Act 1988* (Cwlth) and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, as if it were regulated by those laws;
- (c) comply with all directions by RMS:
  - (i) relating to the means by which RMS complies with the *Privacy and Personal Information Protection Act 1998* (NSW), RMS's privacy policy, and all other applicable laws, codes and privacy policies; and
  - (ii) co-operate with RMS in the resolution of any complaint alleging a breach of such laws, codes or privacy policy.

#### **14.10 Provide information**

At RMS's request, the Supplier will promptly provide all reasonable assistance to enable RMS to comply with its obligations under this agreement and at law, including providing details of any person (for example, a Related Body Corporate or any other private sector entity in which the Supplier has an interest) that:

- (a) will be involved in performing any of the Supplier's obligations under this agreement; or
- (b) will receive a benefit under this agreement.

This clause survives the termination of this agreement for any reason whatsoever.

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### **15 Representatives, reporting and audits**

#### **15.1 Responsibilities**

The RMS Representative and the Supplier Representative will be responsible for the co-ordination and management between the parties of this agreement, including ensuring the performance by the parties of their respective roles and responsibilities.

#### **15.2 Delegation by Representatives**

The RMS Representative and the Supplier Representative may delegate part of their operational responsibilities to other Representatives in order to operate more efficiently and effectively.

#### **15.3 Reports**

The Supplier must provide to RMS the reports with the content and in the frequency and form (electronic or physical) set out in the Contract Details.

**15.4 Review meetings**

The Supplier Representative must attend meetings with the RMS Representative at a place and time to be notified to the Supplier by RMS on the frequency set out in the Contract Details to:

- (a) review the performance of the Supplier in relation to this agreement and the Charges incurred by RMS up to that date, including any faults in the provision of any of the Services over the previous review period and any actions undertaken by the Supplier to resolve the relevant faults;
- (b) discuss any other issues in relation to the Goods, the Services or this agreement.

**15.5 Records and inspection**

The Supplier must, and must ensure all Subcontractors:

- (a) keep and maintain all necessary Records during the Term and 7 years thereafter;
- (b) make those Records available for inspection and/or audit as reasonably required by RMS, a regulator, any external auditor or advisor or any of their authorised representatives, during normal business hours. Copies and extracts of any Records may be taken for these purposes;
- (c) permit RMS to inspect or appoint a third party to inspect the Supplier's premises to confirm compliance with this agreement; and
- (d) provide all appropriate resources and all reasonable assistance required by any person conducting any inspection and/or audit, and fully co-operate with that person in good faith and at the Supplier's sole cost.

**15.6 Annual audit**

Each year, on dates nominated by RMS, RMS may conduct itself, or appoint a third party to conduct, an audit of the Supplier's performance and compliance with this agreement.

**15.7 Costs of audit**

The auditors' costs incurred by RMS in the audit under clause 15.6 (Annual audit) will be paid by RMS. However, where the auditor objectively determines that the performance by the Supplier falls below the Service Levels or identifies breaches of this agreement by the Supplier, all the costs of RMS (including third party auditor fees) in respect of that audit will be paid by the Supplier.

**15.8 Costs**

Unless expressly provided otherwise in this clause 15 (Representatives, reporting and audits), RMS and the Supplier will each pay their own costs

and expenses in connection with this clause 15 (Representatives, reporting and audits).

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## **16 Warranties and representations**

### **16.1 Supplier's general representations and warranties**

The Supplier represents and warrants on the date of this agreement and at all time during the Term, that:

- (a) it has full capacity and authority to enter into and to perform this agreement;
- (b) this agreement is duly authorised representative of that party;
- (c) there are no actions, suits or proceedings pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitral tribunal that might affect the ability of that party to meet and carry out its obligation under this agreement; and
- (d) once duly signed this agreement will constitute a legal, valid and binding obligation on that party.

### **16.2 Representations and warranties in respect of Goods and Services**

The Supplier represents and warrants that:

- (a) the Goods:
  - (i) will meet the Specifications and all other applicable requirements under this agreement;
  - (ii) be of good quality, fit for purpose and free from defects and omissions in material, design or workmanship;
  - (iii) upon title passing to RMS, will be unused and free from any charge or encumbrance; and
  - (iv) will comply with all laws that are related in any way to the Goods;
- (b) the Services:
  - (i) will be performed with due care and skill and in accordance with industry best practice;
  - (ii) will meet or exceed the Service Levels;
  - (iii) will be used with materials that are:
    - (A) fit for the purpose for which they are supplied and used; and

- (B) will comply with any applicable specifications or requirements;
- (c) the Supplier and the Supplier Personnel will not infringe the Intellectual Property rights or Moral Rights of any person in providing the Services or otherwise performing this agreement;
- (d) the Goods or Services and their use will not:
- (i) result in a breach of any law or mandatory code of conduct;
  - (ii) infringe any person's rights (including Intellectual Property Rights and Moral Rights);
  - (iii) constitute a misuse of any person's confidential information; or
  - (iv) result in the Supplier or any Related Bodies Corporate of the Supplier breaching any obligation that it owes to any person.

### **16.3 Notification of non-compliance**

As soon as practicable after becoming aware of any matter which is likely to impact upon its ability to comply with a warranty or representation in this clause 16 (Warranties and representations), the Supplier must give written notice to RMS detailing that matter and its likely impact on the Supplier's ability to comply with this clause 16 (Warranties and representations).

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## **17 Liability & Indemnity**

### **17.1 RMS's liability**

Subject to clause 17.3 (No limitation):

- (a) the aggregate liability of RMS to the Supplier under or in respect of this agreement whether in contract, tort (including negligence), statute or any other cause of action, is limited to an amount equal to the aggregate of the Charges paid or payable under this agreement; and
- (b) RMS will not be liable to the Supplier under or in respect of this agreement whether in contract, tort (including negligence), statute or any other cause of action for Consequential Loss.

### **17.2 Supplier's liability**

Subject to clause 17.3 (No limitation):

- (a) the aggregate liability of the Supplier to RMS under or in respect of this agreement whether in contract, tort (including negligence), statute or any other cause of action is limited to an amount equal to the aggregate of the Supplier Liability Cap; and

- (b) the Supplier will not be liable to RMS under or in respect of this agreement whether in contract, tort (including negligence), statute or any other cause of action for Consequential Loss.

### 17.3 No limitation

Nothing in this agreement operates to limit or exclude:

- (a) liability that cannot by law be limited or excluded;
- (b) the liability of either party in respect of personal injury (including sickness and death) or real or tangible property loss or damage;
- (c) liability of a party in respect of a breach of clause 14 (Confidentiality and privacy);
- (d) the Supplier's liability under clause 13 (Intellectual Property Rights);
- (e) liability of either party for unlawful or illegal acts or conduct; or
- (f) RMS's liability to pay such of the Charges as are due and payable.

### 17.4 Consequential Loss Definition

- (a) Subject to clause 17.4(b) Consequential Loss:
  - (i) means any loss, not arising naturally, that is according to the usual course of things, from the relevant breach act or omission, whether or not such loss may reasonably be supposed to have been in the contemplation of the parties, at the time they entered the agreement, as the probable result of the relevant breach; and
  - (ii) includes loss of profit or loss of anticipated savings.
- (b) Consequential Loss does not include:
  - (i) additional internal administrative and management costs and expenses;
  - (ii) expenditure or fees rendered unnecessary;
  - (iii) costs of procuring replacement Goods or Services;
  - (iv) cost of repairing Goods;
  - (v) legal fees on a full indemnity basis.

### 17.5 Civil Liability Act

The parties agree that:

- (a) all rights, obligations and liabilities under or in connection with this agreement are to apply unlimited and otherwise unaffected by anything that, but for this clause, may by virtue of the provisions of

the *Civil Liability Act 2002* (NSW) have limited or otherwise affected those rights, obligations and liabilities; and

- (b) this clause applies even where the relevant circumstances involve a failure to take reasonable care and the existence of concurrent wrongdoers (as that term is defined in section 34(2) of the *Civil Liability Act 2002* (NSW)).

## **17.6 Indemnity**

- (a) The Supplier is liable for, and indemnifies RMS against, all liability or loss arising out of or in connection with the breach of this agreement by the Supplier or its personnel or the negligence or default of the Supplier or its personnel except to the extent the liability or loss is contributed to by RMS's negligence or breach.

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# **18 Insurance**

## **18.1 Insurance**

Before the Commencement Date, the Supplier must obtain on terms reasonably approved by RMS and thereafter maintain the policies of insurance listed in the Contract Details on the terms, for the risks identified, and for the periods of time set out in Attachment B.

## **18.2 Evidence of insurance**

On request by RMS, the Supplier must provide certificates of currency proving that the policies of insurance required under this agreement have been effected and are current. A certificate of currency provided under this clause must be issued by the insurance company providing insurance and must contain all details reasonably requested by RMS, including a summary of all risks covered and any exclusions.

## **18.3 Supplier notification**

The Supplier must notify RMS within two Business Days of any event which affects or may affect the Supplier's compliance with this clause 18 (Insurance), including any cancellation of a policy or reduction of limit of coverage below that required by this agreement.

## **18.4 Notification of relevant insurance claims**

Within 5 Business Days of the Supplier becoming aware of any claims against any of its insurances in connection with the Goods or Services or which may impact upon the provision of the Goods or Services, it must:

- (a) notify RMS in writing of the claim; and
- (b) give RMS any further information regarding the claim as RMS may require.

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## **19 Disputes**

### **19.1 Reasonable endeavours to settle**

If a Dispute arises the parties undertake in good faith to use all reasonable endeavours to settle the Dispute expeditiously.

### **19.2 Dispute notice**

Any party claiming that a Dispute has arisen may give a written notice to the other party.

### **19.3 Negotiation**

If a Dispute is notified under clause 19.2 (Dispute notice) each party must nominate a senior representative with appropriate authority to negotiate on behalf of the party to settle the Dispute. The representatives must endeavour to resolve the Dispute within 10 Business Days of the notice under clause 19.2 (Dispute notice).

### **19.4 Alternative dispute resolution**

If the Dispute is not resolved within the period referred to in clause 19.3 (Negotiation), the parties' representatives will within a further 5 Business Days seek to agree on:

- (a) a process to resolve the Dispute, for example through mediation, conciliation or other such similar forms of alternative dispute resolution;
- (b) the procedure and timetable for any exchange of documents and other information in relation to the Dispute;
- (c) procedural rules and timetable for the conduct of the selected mode of proceedings;
- (d) a procedure for selection and compensation of any neutral person (who may or may not be employed by a party); and
- (e) whether the parties should seek the assistance of a dispute resolution organisation such as the Australian Commercial Dispute Centre.

### **19.5 Further resolution process**

If the representatives are unable to agree on a process for resolving the Dispute in the period referred to in clause 19.4 (Alternative dispute resolution) or the Dispute has not been resolved within 10 Business Days (or such other period as the parties may agree) of the parties agreeing on a particular process, then:

- (a) if the amount of the Dispute is less than \$100,000, either party may refer the Dispute to expert determination in accordance with clause 19.6 (Expert determination) unless RMS has notified the Supplier that in its reasonable opinion, the Dispute is not appropriate for resolution by expert determination; or

- (b) if the amount of the Dispute is \$100,000 or more or RMS has notified the Supplier that in its reasonable opinion, the Dispute is not suitable for expert determination, then either party will be free to commence court proceedings relating to the Dispute.

## 19.6 Expert determination

If either party refers the dispute to expert determination pursuant to clause 19.5(a), the expert determination is to be carried out as follows:

- (a) Within 5 Business Days after the date of the notice under clause 19.5(a), the parties must exchange written lists of proposed experts from whom the expert is to be chosen in order of preference.
- (b) A person that appears on both lists under clause 19.6(a) will be appointed as the expert to determine the dispute and if more than one person appears on both lists the person given the highest order of priority by the party that gave the notice under clause 19.5(a) will be appointed.
- (c) If no person appears on both lists, the parties must request the President of the NSW Chapter of the Institute of Arbitrators and Mediators of Australia to nominate a person to act as the expert.
- (d) RMS and the Supplier must enter into an agreement with the expert on such reasonable terms as the expert may require provided that the expert must be instructed that the expert:
  - (i) is to act as an expert and not as an arbitrator;
  - (ii) is to proceed in the way, and determine the rules for the conduct of the expert determination, as the expert thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
  - (iii) is to take into consideration those documents and that information and other material which the parties give to the expert and which in the expert's opinion are relevant to the determination of the dispute;
  - (iv) need not, but may obtain or refer to any other documents, information or material;
  - (v) must determine the dispute and give written reasons for the decision within one month after being appointed; and
  - (vi) must determine what proportion of the costs of the expert determination is to be paid by each party.
- (e) The determination of the expert must be given to the parties in writing and will be final and binding upon the parties.
- (f) The parties must bear their own costs in connection with the expert determination proceedings and must pay an equal portion of the cost of the expert unless the expert determines otherwise.



**19.7 Right to terminate**

This clause 19 (Disputes) does not affect either party's rights to terminate this agreement under clause 22 (Termination) or pursuant to any other rights of termination contained in this agreement.

**19.8 Interlocutory relief**

This clause 19 (Disputes) does not affect either party's right to commence court proceedings seeking interlocutory relief.

**19.9 Parties to continue to perform**

Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under this agreement.

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**20 Conflict of Interest & Probity****20.1 Definition**

"Probity Event" is an event, matter, situation or thing that in RMS's reasonable opinion:

- (a) has a material adverse effect upon the character, honesty or integrity of the Supplier, a Related Body Corporate, or any of their personnel; or
- (b) relates to the Supplier, a Related Body Corporate or their personnel and has a material adverse effect upon the public interest (having regard to the policy objectives of RMS) or the reputation of or public confidence in RMS or the New South Wales Government; or
- (c) that involves a material failure by the Supplier to achieve or maintain:
  - (i) reasonable standards of ethical behaviour; or
  - (ii) the avoidance of conflicts of interest that may have (or may give the public the appearance of having) a material adverse effect on the ability of the Supplier to impartially perform and observe its obligations in respect of this Agreement; or
  - (iii) standards of behaviour expected of a person engaged on a Government project.

**20.2 Probity Events**

- (a) **(Probity Event Notice by Service Provider)** The Supplier must give notice to RMS as soon as it becomes aware that a Probity Event has occurred or is likely to occur (Probity Event Notice).
- (b) **(Probity Event Notice by RMS)** RMS may give notice to the Supplier if RMS becomes aware that a Probity Event has occurred or is likely to occur (Probity Event Notice).

- (c) **(Content of Notice)** The Probity Event Notice must describe the nature of the Probity Event and the circumstances giving rise to it or likely to give rise to it.
- (d) **(Probity Investigations)** Following the issue of a Probity Event Notice, the Supplier must promptly comply with any reasonable request from RMS for access to its personnel for the purpose of undertaking any investigations that RMS may wish to carry out in relation to the actual or likely occurrence of the Probity Event. The Supplier must use reasonable endeavours to ensure that its personnel (and where relevant any Related Body Corporate and its personnel) co-operate with RMS and comply with any reasonable requests for information that RMS may make in the course of its investigations.
- (e) **(Remedial Action)** Upon the issue of a Probity Event Notice the parties must meet at a time nominated or agreed by RMS to discuss the occurrence of the Probity Event. During any such meeting, the parties must use reasonable endeavours to agree on the actions to be taken by the Supplier to reverse the effect of the Probity Event.
- (f) **(RMS May Direct Remedial Action)** If the parties are unable to agree within 5 Business Days of such meeting (or any longer period RMS may agree) RMS may give notice to the Supplier setting out the action it must take to address the adverse effect of the Probity Event, and the Supplier must comply with any such notice as soon as possible and in any event within 5 Business Days of receiving the notice.

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## 21 Force Majeure

### 21.1 Notice of a Force Majeure Event

A party does not breach this agreement and is not liable to the other party for a delay or failure to perform an obligation to the extent it results from a Force Majeure Event provided that the party affected by the Force Majeure Event gives the other party a written notice which:

- (a) sets out details of the Force Majeure Event;
- (b) identifies the nature and extent of the obligations affected by the Force Majeure Event;
- (c) advises the period of time during which the affected party estimates that it will not be able to perform or will be delayed in performing its obligations; and
- (d) provides details of the action that it has taken or proposes to take to remedy the situation.

### 21.2 Obligations of affected party

A party affected by a Force Majeure Event must:

- (a) take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on its performance of the suspended obligations as quickly as possible; and
- (b) promptly re-commence performing the suspended obligations as soon as reasonably possible and notify the other party when this occurs.

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## 22 Termination

### 22.1 Termination by RMS for cause

RMS may terminate this agreement in full or in part immediately by notice to the Supplier if:

- (a) **Breach of agreement** - the Supplier breaches this agreement and:
  - (i) the breach is not capable of remedy; or
  - (ii) the breach is capable of remedy and the Supplier fails to remedy the breach within 10 Business Days, or such longer time as RMS states, of receiving notice from RMS requiring the breach to be remedied;
- (b) **Recurring Breach** - the Supplier:
  - (i) breaches this agreement on three (3) separate occasions within a three (3) month period; and
  - (ii) has been issued with a notice from RMS stating that any further breach of this agreement will give RMS the right under this clause 22.1(b) to terminate this agreement; and
  - (iii) commits a further breach of any provision of this agreement.
- (c) **Insolvency** - the Supplier becomes Insolvent;
- (d) **Wrongful assignment** - the Supplier assigns or purports to assign its rights otherwise than as permitted by this agreement;
- (e) **Change of Control** - the Supplier undergoes a Change of Control
- (f) **Probity Event** – a Probity Event has not been remedied to RMS's satisfaction.

### 22.2 Termination by Supplier for cause

The Supplier may only terminate this agreement if RMS has failed to pay an amount due to the Supplier under this agreement which is not the subject of a bona fide dispute within 40 Business Days of receiving a correct notice claiming that the amount is overdue and stating that the Supplier proposes to exercise its rights under this clause 22.2 (Termination by Supplier for cause) if payment is not made.

**22.3 Termination by RMS for convenience**

RMS may terminate this agreement in full or in part by giving not less than 60 days' written notice to the Supplier provided that RMS must pay the amounts required under clause 23.2 (Early termination charges).

**22.4 Force Majeure**

If a delay or failure to perform a party's obligations due to a Force Majeure Event exceeds 20 Business Days, or if RMS reasonably considers the Force Majeure Event will not cease within that period, RMS may immediately terminate this agreement, Good or Service on notice to the Supplier.

**22.5 Continuation**

Where RMS exercises its rights under this clause 22 (Termination) only in relation to one or more, Goods or Services, the Supplier must continue to perform this agreement in respect of any other, Goods or Services which have not been terminated.

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**23 Events following termination or expiry****23.1 Obligations on expiry or termination**

On expiry or termination of this agreement for any reason, without limiting any other rights RMS may have, the Supplier must pay RMS:

- (a) any fees paid by RMS to the Supplier in advance for Goods and Services not yet supplied under this agreement; and
- (b) any Service Credits accrued up to the date of termination.

**23.2 Early termination charges**

If RMS terminate this agreement for convenience pursuant to clause 22.3 (Termination by RMS for convenience), then if the Supplier is able to demonstrate to RMS's reasonable satisfaction that prior to receiving notice of termination:

- (a) the Supplier has irrevocably acquired or committed with a third party to acquire Goods for the purposes of fulfilling this agreement, then RMS must either (at RMS's election):
  - (i) acquire those Goods from the Supplier for the applicable Charges; or
  - (ii) reimburse the Supplier for the Supplier's out of pocket costs for those Goods less the proceeds which the Supplier receives on sale of those Goods (having taken all reasonable steps to sell the goods and to maximise the price received); and
- (b) the Supplier has incurred or irrevocably committed with a third party to incur costs for the purposes of providing Services under this agreement and the Supplier has not at the time of termination become

entitled to charge for those Services, then RMS must reimburse the Supplier for those costs which the Supplier incurs.

The Supplier must take all reasonable steps to mitigate the costs referred to in this clause 23.2 and RMS will not be required to pay costs to the extent that they could have been avoided or reduced by taking such steps. The Supplier must provide RMS with evidence reasonably satisfactory to RMS to substantiate any claim under this clause 23.2.

### **23.3 Survival**

Clauses 7 (Charges, invoices and payments), 8 (Taxes and GST), 9.13 (No poaching), 13 (Intellectual Property Rights), 14 (Confidentiality and privacy), 17 (Liability), 18 (Insurance), 19 (Disputes), and 27 (General) survive the termination or expiry of this agreement, as do any rights and remedies accrued before termination or expiry.

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## **24 Notices**

### **24.1 Form**

Unless stated otherwise in this agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this agreement must be in writing.

### **24.2 Important contractual notices**

A notice under clause 12 (Change control), clause 19 (Disputes), clause 22.1 (Termination by RMS for cause), clause 22.4 (Force Majeure) or clause 25.1 (Assignment or novation by ) or any other notice claiming or relating to a breach, repudiation, purported termination or variation of this agreement must be:

- (a) signed on behalf of the party giving notice; and
- (b) delivered to or sent by prepaid registered post (airmail if posted to or from a place outside Australia) to the Supplier Representative of the recipient specified in the Contract Details and the person required to be copied as specified in the Contract Details or other address requested by the recipient.

### **24.3 Other notices and communications**

A notice, consent, request or any other communication under this agreement other than one referred to in clause 24.2 (Important contractual notices) must be:

- (a) left at the address of the addressee, or
- (b) sent by prepaid post (airmail if posted to or from a place outside Australia) to the address of the addressee; or
- (c) sent by facsimile to the facsimile number of the addressee specified in the Contract Details or notified by the receiving party; or

- (d) sent by email to the email address specified in the Contract Details or as notified by the receiving party.

#### **24.4 Time of receipt**

A notice, consent, request or any other communication is deemed to be received:

- (a) if by delivery, when it is delivered;
- (b) if posted, the earlier of the date of receipt and three Business Days after posting if within Australia or seven, if posted to or from a place outside Australia;
- (c) if a facsimile, the earlier of the time the addressee receives and the next Business Day after the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient; and
- (d) if an email, the earlier of when the email is opened by the recipient and the next Business Day after the time at which it enters the recipient's system (provided that the sender does not receive a delivery failure or out of office message).

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## **25 Assignment, Novation & Piggybacking**

### **25.1 Assignment or novation by RMS**

RMS may assign any of its rights under this agreement, or may novate its rights and obligations under this agreement:

- (a) without the consent of the Supplier to any department, to any other body created by or under 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 or to any public sector agency within the meaning given to that term in regulation 18 of the *Public Sector Management (Goods and Services) Regulation 2000*; or
- (b) with the consent of the Supplier, which must not be unreasonably withheld or delayed, to any other person.

The Supplier must execute all documents necessary to give effect to any novation or assignment permitted under this clause 25.1 (Assignment or novation by ).

### **25.2 Assignment or novation by the Supplier**

The Supplier must not assign its rights under this agreement or purport to novate its rights and obligations under this agreement without the prior written consent of RMS.

### 25.3 Piggybacking by other NSW Agencies

If a public sector service agency (as defined in the *Public Works and Procurement Act 1912*) requests the Supplier to provide services to it similar to the Services then the Supplier agrees that it will enter into a separate agreement with that other agency on terms no less favourable than the terms of this agreement having regard to any necessary changes.

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## 26 Transition Out & Unwind Services

### 26.1 Transition Plan

- (a) In the event of termination for any reason (inclusion expiration by time) the parties acknowledge that it is critical that there is an orderly and well managed transition out of the arrangements established under this Agreement. To facilitate a successful transition out the parties agree that it is important that the Provider prepare and regularly review and update a Transition Plan. As a minimum the Transition Plan must deal with the relationships, responsibilities and obligations of the parties to facilitate a smooth and orderly transition of the supply of the Goods and Services to a new provider and set out the systems, procedures and processes to allow for the orderly hand-over and transition.
- (b) The Supplier must:
  - (i) provide a draft initial Transition Plan to RMS on or before the Transition Plan Submission Date referred to in the Contract Details;
  - (ii) regularly review the Transition Plan and propose a new Transition Plan to RMS whenever any change in circumstances make it reasonable or advisable to do so; and
  - (iii) review and prepare a new Transition Plan whenever RMS requests (provided RMS shall not make such request more than once in any 12 month period).
- (c) The Supplier must consult RMS in the preparation of the Transition Plan and must submit the Transition Plan in draft to RMS for RMS's approval and make such amendments as RMS may reasonably require..
- (d) If RMS and the Supplier cannot agree on a Transition Plan at any time the RMS may prepare a Transition Plan which includes the obligations set out in this clause and details of any other assistance that it may require on termination or expiry of this Agreement.

### 26.2 Transition Out Services - Compliance with Transition Plan

The Supplier will provide the assistance as out services as set out in the Transition Plan and any other assistance as is necessary for an effective transition.

**26.3 Transition Out Services – No Charges**

The Supplier will provide the transition out services at no charge to RMS.

**26.4 Unwind Services**

- (a) At any time RMS may issue a Change request under clause 12 requesting the Supplier to provide Unwind Services for a period expiring no later than 6 months after the end of the Term, including any extension or holding-over (“the Unwind Period”).
- (b) Unwind Services are such services as RMS requests to achieve an orderly and staged transition of Services without interruption, from the Supplier to RMS or one or more parties nominated by RMS and include:
  - (i) the provision of all information and assistance as is reasonably necessary to assist RMS or another party to provide the Services or services like the Services to RMS or at RMS’s direction;
  - (ii) the provision of access to the Resources and personnel necessary for an effective transition, including resources required by RMS to perform the Services or services like the Services under this Agreement; and
  - (iii) such other assistance as may reasonably be requested by RMS.
- (c) If required by RMS the Supplier must, by the end of the Unwind Period or such earlier date as RMS may specify, cause a novation to RMS or one or more parties nominated by RMS, of the Supplier’s rights and obligations under any or all of its Third Party Agreements, as are necessary for the provision of the Services, on the terms specified by RMS.

**26.5 Identification of Resources**

If RMS so requests at any time, the Supplier must provide RMS with a list of Resources and Third Party Agreements necessary for the provision of the Services after the Term and such other information concerning such Resources and Third Party Agreements as RMS reasonably requires.

**26.6 Non-derogation**

- (a) The Supplier must carry on its business, and manage its Resources and Third Party Agreements consistently with and in the expectation that RMS will exercise its rights under this clause.
- (b) The Supplier must ensure that all Third Party Agreements are capable of being transferred, assigned or novated to RMS without payment of any transfer or termination fees, and that the relevant Third Party will consent to such transfer, assignment or novation.



- (c) The Supplier must not enter into any agreements, arrangements or understandings which contain obligations the purpose, or one of the purposes, of which is to avoid the Supplier's obligations under this clause.

## 26.7 Definitions

<b>Resources</b>	includes facilities, infrastructure, systems, equipment, software, procedures, processes and other resources, but excludes personnel;
<b>Third Party Agreements</b>	means all agreements that the Supplier enters into with a third party relating to the provision of services or Resources which are used by the Supplier solely to provide the Services under this Agreement.

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## 27 General

### 27.1 Discretion in exercising rights

A party may exercise a right or remedy or give or refuse its consent in any way it considers appropriate (including by imposing conditions), unless this agreement expressly states otherwise.

### 27.2 Partial exercising of rights

If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

### 27.3 No liability for loss

A party is not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy under this agreement.

### 27.4 Remedies cumulative

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

### 27.5 Variation and waiver

A provision of this agreement or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound.

### 27.6 Indemnities

The indemnities in this agreement are continuing obligations, independent from the other obligations of the parties under this agreement and continue after this agreement ends. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.

**27.7 Construction**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this agreement or any part of it.

**27.8 Costs**

The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this agreement and other related documentation except for stamp duty.

**27.9 Counterparts**

This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

**27.10 Governing law and jurisdiction**

This agreement is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

**27.11 Severability**

If any part or provision of this agreement is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remainder of this agreement will continue to operate.

**27.12 Further assurance**

Each party agrees to do anything the other party asks (such as obtaining consents, signing and producing documents and getting documents completed and signed):

- (a) to bind the party and any other person intended to be bound under this agreement; and
- (b) to give effect to the intentions of the parties and the transactions contemplated by this agreement, including execution and delivery of documents and other instruments.

**27.13 Entire agreement**

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes any previous understandings or agreements on that subject matter.

# Schedule 1 - Dictionary

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## 1 Definitions

### 1.1 Definitions

**Amount of the Consideration** means:

- (a) the amount of any payment in connection with a supply; and
- (b) in relation to non-monetary consideration in connection with a supply, the GST Exclusive Market Value of that consideration as reasonably determined by the party making the supply.

**Business Days** means a day other than a Saturday, Sunday, public holiday in Sydney or 24 or 31 December.

**Business Continuity Plan** means the plan for the continued supply of the Goods and the Services by the Supplier to RMS in the event of a Disaster Recovery Event.

**Change** is defined in clause 12.1 (Change request).

**Change of Control** occurs, in respect of an entity when:

- (a) a person who did not have Control of the entity at the Commencement Date acquires Control of the entity; or
- (b) a person who did have Control of the entity at the Commencement Date ceases to have Control of the entity.

**Change Notice** means a notice executed by the parties setting out an agreed Change and the variations to this agreement relating to that Change.

**Change Proposal** means a proposal issued by the Supplier detailing the variations which would be applicable to implement a Change.

**Charges** means the charges set out in Schedule 3 (Charges).

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

**Commencement Date** means the date identified in the Contract Details as the Commencement Date.

**Confidential Information** in relation to RMS means RMS Confidential Information and in relation to the Supplier means the Supplier Confidential Information.

**Consequential Loss** has the meaning given in clause 17.4 (Consequential Loss Definition).

**Contract Details** means the contract details set out at the front of this agreement.

**Control** of an entity includes the direct or indirect power to:

- (a) direct the management or policies of the entity; or
- (b) control the membership of the board of directors,

whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights, and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that corporation or otherwise.

**Controller** has the meaning it has in the Corporations Act.

**Corporations Act** means the *Corporations Act 2001* (Cwlth).

**Delivery Address** means the address specified in the Contract Details as the Delivery Address.

**Delivery Timeframe** means the timeframe for delivery of the Goods set out in Schedule 2 (Goods and Services).

**Disaster Recovery Event** means an event or disaster (including industrial action) outside the Supplier's control, interrupting the Supplier's supply of the Goods and the Services as defined in the Business Continuity Plan.

**Discloser** is defined in clause 14.1 (Disclosure of Confidential Information).

**Dispute** includes any dispute, controversy, difference or claim arising out of or in connection with this agreement or the subject matter of this agreement, including any question concerning its formation, validity, interpretation, performance, breach and termination.

**Documentation** means the documentation set out in Schedule 2 (Goods and Services) and all other documentation which, in RMS's reasonable opinion, is necessary to enable RMS to make full and proper use of the Goods.

**Early Termination Fee** means the fee calculated in accordance with the Contract Details.

**Excluded Information** means Information which:

- (a) is in or becomes part of the public domain otherwise than through breach of this agreement or an obligation of confidence owed to the Discloser; or
- (b) Recipient can prove was already known to it at the time of disclosure by the Discloser or its Representatives (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) Recipient acquires from a source other than the Discloser where such source is entitled to disclose the Information.

**Force Majeure Event** means any of the following causes provided that they are outside the reasonable control of the affected party and could not have been prevented or avoided by that party taking all reasonable steps:

- (a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;
- (b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;
- (c) act of public enemy, sabotage, malicious damage, terrorism or civil unrest;
- (d) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority; or
- (e) a labour dispute other than a labour dispute that only involves the party's personnel.

**Further Term** means the period identified in the Contract Details as the Further Term.

**General Terms** means the general terms set out in clauses 1 to 27 of this agreement, including the schedules.

**Goods** means all goods set out in Schedule 2 (Goods and Services).

**Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means the tax imposed by the GST Act and the related imposition Acts of the Commonwealth.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999*, as amended from time to time.

**GST Exclusive Market Value** has the meaning given to it in the GST Act.

**Initial Term** means the period identified in the Contract Details as the Initial Term.

**Information** means all information relating to or developed in connection with:

- (a) the business, technology or other affairs of the Discloser;
- (b) the Goods, the Services or this agreement;
- (c) any systems, technology, ideas, concepts, know-how, techniques, designs, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including without limitation, computer software, manufacturing processes or other information embodied in drawings or specifications), intellectual property owned or used by, or licensed to, the Discloser.

**Infringement Claim** means any Claim which would, if true, involve a breach of a warranty under clause 16.2(c) or 16.2(d).

A person is **Insolvent** if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); or
- (b) it has had a Controller appointed or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this agreement); or
- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this agreement reasonably deduces it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

**Input Tax Credit** has the meaning it has in the GST Act.

**Intellectual Property Rights** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Invoice Timing** means the timing for issue of invoices set out in the Contract Details.

**Moral Rights** means any moral rights including the rights described in Article 6bis of the *Berne Convention for Protection of Literary and Artistic Works 1886* (as amended and revised from time to time), being “droit moral” or other analogous rights arising under any statute (including the *Copyright Act 1968 (Cwth)* or any other law of the Commonwealth of Australia), that exist or that may come to exist, anywhere in the world.

**Probity Event** has the meaning given to it by clause 20 (Conflict of Interest & Probity).

**Proof of Delivery** has the meaning given to it by clause 3.4 (Delivery).

**Receiver** includes a receiver or receiver and manager.

**Recipient** is defined in clause 14.1 (Disclosure of Confidential Information).

**Records** means records and documentation relating to this agreement (including Goods, Services, Service Levels, Service Credits and/or Charges).

**Rejection Notice** means a notice in accordance with clause 3.6 (Errors and Defects).

**Related Body Corporate** has the meaning it has in the Corporations Act.

**Relevant Offence** means any offence which:

- (a) involves an element of dishonesty or violence;
- (b) involves behaviour which is, in the reasonable opinion of RMS, inconsistent with the inherent requirements of the roles which the relevant person will be required to perform; or
- (c) an offence which RMS reasonably considers is of a nature that if a person who has been convicted of it were to perform services under this agreement would reflect adversely on the reputation of RMS or expose RMS to adverse public comment.

**Repair Location** means the location set out in the Contract Details as the Repair Location.

**Representative** of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, joint venturer, contractor or sub-contractor of that party.

**RMS Confidential Information** means all Information disclosed (including inadvertently) by RMS or any of its Representatives in connection with this agreement, all Information disclosed by a third party which RMS is required to keep confidential and all Information created by the Supplier in the course of providing the Services or in respect of Intellectual Property Rights owned by RMS including:

- (a) information which, either orally or in writing, is designated or indicated as being the proprietary or confidential information of RMS or a third party to whom RMS owes an obligation of confidentiality;
- (b) information derived partly or wholly from the Information including without limitation any calculation, conclusion, summary and computer modelling; and
- (c) trade secrets or information which is capable of protection at law or equity as confidential information,

but excludes the Excluded Information.

**RMS IP** means Intellectual Property Rights owned by or licensed to RMS and made available to the Supplier or a Subcontractor for the purposes of the performance by the Supplier of its obligations under this agreement.

**RMS Representative** means the person identified the Contract Details as the RMS Representative, as varied by notice to the Supplier from time to time.

**Service Credits** means an amount calculated in accordance with Schedule 4 (Service Levels) in respect of the failure by the Supplier to meet one or more Service Levels in accordance with that Schedule.

**Service Levels** means the minimum performance levels set out in Schedule 4 (Service Levels).

**Services** means the services set out in Schedule 2 (Goods and Services) and all other services required to be provided by the Supplier under this agreement.

**Small and Medium Enterprises Policy** means the NSW Government's procurement policy from time to time concerning Small and Medium Enterprises.

**Specifications** means the specification for the Goods sets out in or annexed to Schedule 2 (Goods and Services).

**Subcontractor** means subcontractors of the Supplier

**Supplier Confidential Information** means all Information, other than RMS Confidential Information, disclosed to RMS by the Supplier or any Representative of the Supplier for or in connection with this agreement including:

- (a) information which, either orally or in writing, is designated or indicated as being the property or confidential information of the Supplier;
- (b) information derived partly or wholly from the Information including without limitation any calculation, conclusion, summary and computer modelling; and
- (c) trade secrets and information which is capable of protection at law or equity as confidential information,

but excludes the Excluded Information.

**Supplier IP** means Intellectual Property Rights owned by or licensed to the Supplier or a Subcontractor for the provision of Goods and Services to RMS

**Supplier Liability Cap** means the Supplier liability cap set out in the Contract Details.

**Supplier Personnel** means employees, partners, agents and sub-contractors (including employees of sub-contractors) of the Supplier.

**Supplier Representative** mean the person identified in the Contract Details as the Supplier Representative, as varied by notice to RMS from time to time.

**Tax Invoice** has the meaning given to it in the GST Act.

**Taxes** means taxes, levies, imposts, charges and duties (including, stamp and transaction duties) imposed by any Government Agency, together with any related interest, penalties, fines and expenses in connection with them except if imposed on, or calculated having regard to, the overall net income of RMS, but excluding GST.

**Term** means the period commencing from the Commencement Date and ending on the date that this agreement is terminated or expires.



**Tested Goods** means the model or sample of goods which was provided to RMS for testing purpose as a representation of the Goods, if any.

**Use** means to load, run, execute, display, distribute, copy, perform or access.

**Warranty Period** means the periods set out in the Contract Details.

## 1.2 References to certain general terms

Unless the contrary intention appears, a reference in this agreement to:

- (a) **(variation or replacement)** a document (including this agreement) includes any variation or replacement of it;
- (b) **(clauses, annexures, schedules and attachments)** a clause, Schedule, Annexure or Attachment is a reference to a clause in, or a Schedule, Annexure or Attachment to, this agreement;
- (c) **(references to statutes)** a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) **(law)** 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);
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (g) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors and substitutes (including, persons taking by novation) and assigns;
- (h) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and to each of them individually;
- (i) **(dollars)** an amount of money is a reference to the lawful currency of Australia;
- (j) **(calculation of time)** 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;
- (k) **(reference to a day)** 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;

- (l) **(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;
- (m) **(next day)** if an act under this agreement to be done by a party on or by a given day is done after 5.30pm on that day, it is taken to be done on the next day; and
- (n) **(time of day)** time is a reference to Sydney time.

### 1.3 Headings

Headings are included for convenience only and are not to affect the interpretation of this agreement.

Schedule 2 - Goods and Services

- 2.1 Description of Goods and/or Services  
*Refer to Request for Proposals Part B*
- 2.2 Specifications  
*Refer to Request for Proposals Part B*
- 2.3 Timetable  
*Refer to Request for Proposals Part B*

# Schedule 3 - Charges

*Refer to Request for Proposal Returnable Schedule 7*

## Schedule 4 - Service Levels

*Refer to Request for Proposals Part B*

## Attachment A - Contractor Statement Template

**NOTE:** this form is available online at

<http://www.rta.nsw.gov.au/publicationsstatisticsforms/downloads/45062893.pdf>

## Contractor Statement

Payment of Workers, Worker's Compensation Premiums & Payroll Tax



This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (see Notes 1 & 5 overleaf).  
RMS is entitled to withhold payment until this Statement is provided (see Note 2).

Workers Compensation  
Insurance Certificate of  
Currency for the work  
period in question. Unless  
the contractor is exempt



### Details

Contractor's Legal Name	<input type="text"/>	
Contractor's Trading / Business Name	<input type="text"/>	
Contractor's ABN	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Contractor's ACN <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Contractor's Address	<input type="text"/>	
Name or description of Contract or Works	<input type="text"/>	
Period of Work this Statement applies to (see Note 3)	From <input type="text"/>	To <input type="text"/>
Invoice or Payment Claim Numbers this applies to	<input type="text"/>	
Invoice or Payment Claim Dates this Statement applies to	<input type="text"/>	

### Statement Validity Period

This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (see Notes 3 & 4).

### Declaration

Tick one in each row

I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:

• All workers engaged by the Contractor in respect of the works have been paid (see Note 6);	
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement; or	<input type="checkbox"/>
• the Contractor is an exempt employer for workers compensation purposes (see Note 7);	<input type="checkbox"/>
• The Contractor is registered as an employer under the Payroll Tax Act 2007 and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>
• the Contractor is not required to be registered;	<input type="checkbox"/>
• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>
• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	<input type="checkbox"/>
• I am authorised to make this declaration and I am in a position to know the truth of its contents	

Signature of Authorised Person

Name of Signatory (print)

Date

Position / Job Title of Signatory (print - see Note 4)

(see Notes on page 2)

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Workers Compensation Insurance Certificate of Currency for the work period in question. Unless the contractor is exempt

### Notes

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "RMS" respectively to avoid confusion.
2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:
  - a. All workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid; and
  - b. all remuneration payable to relevant employees for work under the contract has been paid; and
  - c. all payroll tax payable relating to the work undertaken has been paid.
3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.
4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).
5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).
6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.
7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

### Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS.  
 Generic versions of this Statement for non-RMS use can be obtained at:  
[http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor\\_statement\\_form.pdf](http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf); or  
<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

### Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

### Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

### Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes.  
 For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rmpt59.pdf>, visit the WorkCover website [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au), Office of State Revenue website [www.osr.nsw.gov.au](http://www.osr.nsw.gov.au), or the Office of Industrial Relations, Department of Commerce website [www.commerce.nsw.gov.au](http://www.commerce.nsw.gov.au). Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

**NOTE:** this form is available online at  
<http://www.rta.nsw.gov.au/publicationsstatisticsforms/downloads/45062893.pdf>

## Attachment B - Insurance Policy Requirements

See Contract Details section for the required insurance amounts			
TYPES OF INSURANCES	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	STATE IF REQUIRED
Broadform Public Liability and Product Liability	Annually for the duration of the contract plus the duration of any warranty or maintenance periods.	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) is governed by the law of New South Wales and subject to Australian jurisdictions as defined in clause 2 of the Definitions and Notes below; (c) lists RMS as an additional named insured; and (d) includes a cross liability clause as defined in clause 3 of the Definitions and Notes below.	Required if selected in the Contract Details
Motor Vehicle Comprehensive or Third Party Property Damage	Annually for the duration of the contract.	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) covers motor vehicles owned or used by the Contractor or its subcontractors directly or indirectly engaged in performance of the Services; and (c) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below;.	Required if selected in the Contract Details
Professional Indemnity	From time contract is awarded to completion of the contract  plus 6 years following completion of the contract  The Insurance can be taken out as annual covers where the cover is to include a retroactive date being the commencement date of the contract	(a) Is an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) a description of the risk covered by the policy; (c) one automatic restatement per period of insurance; and (d) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in clause 2 of the Definitions and Notes below.	Required if selected in the Contract Details
Workers Compensation	Annually.	As per relevant Workers Compensation legislation.	Required if selected in the Contract Details
Fire and Extraneous Perils including Accidental Damage, Burglary, Theft and Transit Insurance (or similar Industrial Special Risks Insurance) whilst in the care,	Annually for the duration of the contract	(a) Is with an approved insurer as defined in clause 1 of the Definitions and Notes below; (b) Is governed by the law of New South Wales and subject to Australian jurisdictions as defined in clause 2 of the Definitions and Notes below; and (c) lists the Service Provider and all subcontractors for their respective rights, interests and liabilities as named insureds.	Required if selected in the Contract Details



See Contract Details section for the required insurance amounts			
TYPES OF INSURANCES	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	STATE IF REQUIRED
custody and control of the Service Provider.			
Personal Accident & Illness	Minimum of 104 weeks		Required if selected in the Contract Details
Definitions & Notes			
1	<p>Approved Insurer means</p> <p>(a) An Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority (APRA) to conduct general insurance business in Australia;</p> <p>(b) Lloyds Underwriters;</p> <p>(c) A Treasury Managed Fund insurance scheme with the NSW State Government; or</p> <p>(d) The Comcover insurance scheme for the Australian Federal Government.</p> <p>Note that where the insurance risk is insured by a insurer not listed in Note 1(a) or 1(b) then a 'fronting' placement is acceptable from an insurer listed in Note 1(a) or 1(b).</p>		
2	Insurances policies must be subject to the laws of Australia (or an Australian State or Territory) and their courts.		
3	A Cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit under the policy		
4	References in this Insurance Schedule to the "contractor" and the "contract" are to be interpreted to harmonise with the terminology used in the contract in which this Insurance Schedule is used (eg "Service Provider" and "Agreement" or as the case may be).		



11/09/2018

NOVATION ENGINEERING PTY LTD

Attention: Stephen Thammiah

Re: Supply of portable weigh scales for heavy vehicle enforcement

RFP number: RMS 2018/001

### CONDITIONAL LETTER OF ACCEPTANCE

Dear Stephen,

I am pleased to advise that your Company's Proposal of 30/08/2018 is accepted by Roads and Maritime Services ("Roads & Maritime"), subject to the following conditions:

1. **Outstanding Issues:** You provide your final delivery program which all products need to be delivered by 30 June 2019.
2. **Commencement:** RMS will not engage in any work until you have satisfied all the conditions specified in this letter, to acknowledge acceptance of the conditions please sign and date in the space provided below and return by email to the RMS Representative.
3. **Insurances:** You provide evidence of the insurances required by us under the contract.
4. **Media Releases:** Please liaise with us before issuing any Media Release or other public statement.
5. **Contact Documents:** The following documents will comprise the binding agreement between the parties:
  - the Goods and Services Agreement for supply of portable weigh scales for heavy vehicle enforcement;
  - this Letter of Acceptance;
  - your Proposal dated 30/08/2018;
  - the RFP (RMS 2018/001)

The RMS Representative under this contract is Mr Alex Lee, Project Engineer, Heavy Vehicle Programs. Email: [alex.lee@rms.nsw.gov.au](mailto:alex.lee@rms.nsw.gov.au), Phone: 02 8848 8225

Yours faithfully

Samer Soliman  
Manager, Heavy Vehicle Programs  
Compliance

Name \_\_\_\_\_  
Sign/Date \_\_\_\_\_  
for Novation Engineering Pty Ltd

Roads and Maritime Services

110 George Street, Parramatta NSW 2150

[www.rms.nsw.gov.au](http://www.rms.nsw.gov.au) | 13 17 82