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Services,
Technology &
Administration

NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Services, Technology & Administration

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

Request for Tender 0902799
- Electrical & Gas Appliances and Presentation
Equipment
2010 to 2013

Tender Issue Date: Tuesday 27 April 2010

Closing Date: Wednesday 9 June 2010

Closing Time: 9:30 am Sydney Time

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

Other matters should be directed to:

Executive Director
NSW Procurement – Contracting Services
NSW Department of Services, Technology & Administration
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 8953
Fax: (02) 9372 7533

Electrical & Gas Appliances and Presentation Equipment

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REQUEST FOR TENDER - PART A – OVERVIEW

1 Outcome

This Request for Tender (“RFT”) is made by the State Contracts Control Board (the “Board”) for the supply to Eligible Customers of the Deliverables defined in the Statement of Requirements of this RFT.

The Board is responsible for the delivery of the tender process, assisted by NSW Procurement – Contracting Services.

The key outcome of this RFT is to provide an innovative, purchasing and distribution framework (through the proposed Agreement) for the required Deliverables which meets the needs of the Eligible Customers.

2 Objectives

The objectives of the proposed Agreement in achieving the desired outcome, includes, but is not limited to the following:

- (a) Reduce the total cost of the Deliverables;
- (b) Provide Deliverables which are commercially competitive;
- (c) Establish a sustainable partnership between the Eligible Customers and the successful tenderer(s) to deliver quality Deliverables;
- (d) Best practice through continual review of delivery methods i.e value-engineering;
- (e) Effective management of risks;
- (f) Compliance with all applicable laws, standards, codes and policies;
- (g) To drive automation in procurement for greater efficiency and information management.

3 Required Benefits

The required benefits to be achieved in delivering the objectives of the proposed Agreement are:

- (a) A sustainable, mutually beneficial supply chain partnership;
- (b) Savings and efficiency gains;
- (c) Reduced costs to NSW Government by value-engineering its delivery methods;
- (d) Increasing the number of Eligible Customers which procure the Deliverables under the proposed Agreement;
- (e) Transparency of all transactions, including performance measurement, pricing and reporting;
- (f) Expanded utilisation of electronic procurement across NSW Government to drive efficiency and transparency through systems such as smartbuy®, e-Tendering, i-Tenders etc.

4 Scope of RFT

4.1 Deliverables

The purchasing and distribution of the following Deliverables are covered under the proposed Agreement:

Panel of Providers for Electrical & Gas Products and Presentation Equipment.

Categories of items included in this RFT;

1. Heating Appliances
2. Major Kitchen Appliances
3. Laundry Appliances
4. Floor Cleaning Appliances
5. Hand Dryers
6. Water Dispensers (Boiling, Chilled or Room Temperature)
7. Audio Visual Equipment
8. Professional Audio-Visual Equipment
9. Office Presentation Equipment
10. Small Appliances
11. Commercial Appliances (Refrigerator, Freezer, Washer, Dryer)

A detailed description of the Deliverables is described in the Statement of Requirements (RFT, Part F).

Contractors must be proactive in marketing their Deliverables to Eligible Customers.

Items available under other NSW Procurement period contracts are NOT included in the scope of this tender request. For Example:

Contract 206 – Air Conditioning Units (including Installation)

Contract 369 – Motor Mowers, Chain Saws and Associated Equipment, which includes pressure cleaners.

Contract 500 – Hardware

4.2 Contract and Duration

The proposed Agreement which is in the form of a Deed of agreement (RFT, Part D) is between the Board and the successful tenderer(s).

It is envisaged that the term of the proposed Agreement will be of three (3) years, which may be extended for 2 terms of 12 months at the discretion of the Board.

4.3 Current Scope and Expenditure

The current expenditure incurred by government agencies for the procurement of the Deliverables is approximately \$ 25 million/year. This amount is provided for information only and does not constitute a guarantee for future work through the proposed Agreement.

The sales on this contract have increased by approximately \$10M during the past financial year. (Sales report for 2007 – 2008 was approximately \$15M and in the 2008 – 2009 approximately \$25M.). This was mainly due to the inclusion of Interactive whiteboards for Department of Education & Training (DET).

4.4 Engagement of Additional Contractors

The Board reserves the right to appoint more than one Contractor under the proposed Agreement.

The Board further reserves the right to issue a restricted RFT during the term of the Agreement to engage additional Contractors. Such RFTs will be restricted to those tenderers who have been awarded agreements for the supply of Deliverables for Categories covered by this RFT but not included in the Agreement. The tenderers will have to meet the same terms and conditions and will be subjected to the same evaluation criteria as for this RFT.

4.5 NSW Government requirements

The successful tenderer/s must comply with NSW Government codes, guidelines, and Standards listed in Schedule 1 of Part D.

5 RFT Structure

This RFT comprises 5 Parts as follows:

Overview – Part A

It is an executive summary of main outcomes, objectives, requirements and expectations for this Agreement as described in detail in the proposed Agreement and the Statement of Requirements. It provides the tenderer(s) with the essential information to make an informed decision on whether to tender or not.

Conditions of Tender – Part B

It provides the terms, conditions and processes governing the tender phase of the RFT.

Tender Response – Part C

These are response schedules which are required by the Board to evaluate the tenderers' offers.

Deed of Agreement - Part D

This is the conditions of contract to be executed between the successful tenderer/s and the Board.

Special Conditions – Part E *(not used)*

This contains the unique conditions specific to this Agreement. It will form part of the Agreement to be executed between the successful tenderer/s and the Board.

Statement of Requirements – Part F

A detailed description of the Deliverables to be provided by the successful tenderer/s including technical specification, service levels and performance framework. It will form part of the Agreement to be executed between the successful tenderer/s and the Board.

6 Best Price and Cost Structure

Tenderers are encouraged to provide their best price(s) with their tender. Whilst the Board reserves the right to negotiate pre award, such negotiations may not occur and it is not the Board's preference.

It is important that tenderers realise that they may not be short-listed for further consideration, if they do not provide their best price with their initial tender.

This RFT seeks transparency in the tenderer's Cost Structure in the Tender Schedules (RFT, Part C) and is required to be fully completed by tenderer/s to:

- Provide the Board with transparency of the tenderer's Cost Structure;
- Form the basis for Price future variations, if applicable.

The tenderer's Cost Structure may be linked to the performance framework under the proposed Agreement.

The Board expects the successful tenderer(s) to reduce its pricing during the term of the proposed Agreement by:

- (a) Continually improving delivery processes to improve efficiency;
- (b) Providing lower prices and discounts for large/bulk purchases;
- (c) Passing on the benefit of rebates received from its own suppliers to Eligible Customers;
- (d) Matching prices as identified/recommended from the benchmarking process;
- (e) Other methods of savings identified during the term of the proposed Agreement;
- (f) Price matching as identified by customers;
- (g) Presenting and adopting NSW government, or any other, electronic procurement systems to reduce the cost of doing business with customers.

7 Benchmarking

Benchmarking with other suppliers within the market place is a potential price-management mechanism under the proposed Agreement.

An independent benchmarking service provider may be engaged to compare prices of the Deliverables with other comparable products available in the market place. The benchmarking service provider will be mutually agreed by the Board and successful tenderer/s.

Benchmarking may be undertaken by the benchmarking service provider after the first anniversary of the proposed Agreement and at 12 monthly intervals thereafter.

8 Performance Framework

The Board is committed to engaging contractors who are able and willing to continually improve their performance during the term of the proposed Agreement.

The performance framework within the proposed Agreement provides both incentives for good performance and sanctions for poor performance.

Performance incentives and sanctions are based on the Contractor's performance as measured by an Overall Performance Indicator (OPI). Both Contracting Services (monitor the Key Performance Indicators – KPI) and Customers (monitor the Agency Performance Indicators – API) will provide data to establish the OPI. The Statement of Requirements (RFT, Part F) describes the performance framework in detail and the measurement/targets of all performance indicators.

Typical incentives and sanctions that may be used by the Board include, but are not limited to :

- (a) Additional or reduced performance reporting requirements;
- (b) Temporary suspension of all or parts of a proposed Agreement for a period not exceeding 12 months;
- (c) Scope variation ie. inclusion/reduction of additional products;
- (d) Extensions of the proposed Agreement (if available);
- (e) Non payment of price variations.

The successful tenderers will be required to provide to the Board "granular sales data" (as defined in clause 13.5 of Part D) of all sales made by or on behalf of the Contractor to Eligible Customers on a monthly basis and consent to the analysis and use of that data by the Board.

9 Customer Contract Formation

Eligible Customers will place orders against the proposed Agreement based on the contracted pricing and the Statement of Requirements. Each time an Eligible Customer places an order, a separate contract will be formed.

Eligible Customers will provide feedback to the Board on the performance of all Contractors.

10 Electronic Business

The use of electronic commerce is a mandatory requirement under this Agreement. Further details are included in the sample Agreement (RFT, Part D) and the Statement of Requirements (RFT, Part F).



Services,
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NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Services, technology & Administration

Conditions of Tender

C278 Electrical & Gas Appliances and Presentation Equipment

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PART B Conditions of Tender

1 Definitions

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

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

“ad hoc” means products heavily influenced by the domestic market and mostly unplanned purchases.

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

“Agreement” means an agreement made by a tenderer with the Board pursuant to the RFT under which there is an Agreement for the provision of goods and services on the order of any Customer for whom the Board has arranged the contract. The Agreement will be embodied in a Deed of Agreement between the Board and the Contractor in the form of Part D (and Part E if applicable) to this RFT.

“Alternative Tender”

A Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the requirement.

“ANZ-SME Content”: the value added content sourced from Australia or New Zealand based small and medium enterprises. ANZ-SME content includes ANZ value added in supply chains by SMEs where such value addition can be demonstrated. It excludes overseas-based value addition and/or imported content. Goods not manufactured in New Zealand but imported via New Zealand and offered in a tender are not considered ANZ goods.

“Board”

The State Contracts Control Board established under the *Public Sector Employment and Management Act 2002* whose responsibilities include:

- (a) Inviting and accepting tenders;
- (b) Determining the conditions under which tenders are invited or accepted;
- (c) Entering into contracts on behalf of the Crown in right of the State of New South Wales; and
- (d) On-going contract administration and management, and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

“Category” means generic categories comprising of multiple Products inclusive of the associated services for its supply.

“Closing Date and Closing Time” means the Closing Date and Closing Time for receipt of tenders specified in the cover sheet of this RFT.

“Code” means the NSW Government Code of Practice for Procurement as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes that may be applicable to the particular RFT. The Code can be viewed and downloaded from: http://www.nswprocurement.com.au/Government-Procurement-Frameworks/Files/code_of_prac-curr.aspx

“Conforming Tender” means a tender that conforms in all material aspects to:

- (a) the Statement of Requirements;
- (b) the terms and conditions of Part D, and part E if applicable;
- (c) other parts of this RFT; and

(d) is in the prescribed form.

“Contractor” means a tenderer who has entered into an Agreement with the Board.

“Cost Structure” means the individual tenderer’s cost breakdown in accordance with the number of product categories specified in Part C. Such breakdown must equate to 100% of the tenderer’s cost for the supply of the Deliverables.

“Customer Contract” means the contract that is made between the Contractor and an Eligible Customer, on the terms and conditions stated in clause 3.3 of Part D, by means of the placing of an order by the Eligible Customer with the Contractor.

“Deed” means a form in which a contract can be recorded which requires execution under the parties’ seal.

“Deliverables” means the goods/products (and associated services, if any) to be supplied, as detailed in the Statement of Requirements.

“Eligible Customer” means

- (a) a public sector agency as defined in the *Public Sector Management (Goods and Services) Regulation 2000 (NSW)*;
- (b) a public body as defined by clause 18(4) of the *Public Sector Management (Goods and Services) Regulation 2000* being:
 - (i) a government trading enterprise (including a State owned corporation);
 - (ii) a public or private hospital (including an area health service);
 - (iii) a local government agency;
 - (iv) a charity or other community non-profit organisation;
 - (v) a public or private school or a college or university;
 - (vi) a public authority of this State, the Commonwealth or of any other State or Territory;
 - (vii) a contractor to a public authority (but only in respect of things done as such a contractor);
- (c) a Nominee Purchaser provided that it satisfies the requirements of clause 3.7 of Part D; and
- (d) such other persons or entities, which the Board may from time to time in its discretion, determine through a customer registration process.

“FOC” means free of charge, without payment for delivery.

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

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

“GST Free Supplies” and **“Input Taxed Supplies”** have the same meaning as in the GST Law.

“Nominee Purchaser” means a contractor to an Eligible Customer, nominated by the Eligible Customer to be authorised to place orders under Agreements and registered by NSW Procurement – Contracting Services.

“Non-Conforming Tender” means a tender that does not conform in all material aspects to:

- (a) the Statement of Requirements;
- (b) the terms and conditions of Part D, and Part E if applicable;
- (c) other Parts of this RFT;

(d) is not in the prescribed form.

“NSW Procurement - Contracting Services” A business unit of the NSW Department of Services, Technology & Administration representing the Board and authorised to arrange and administer contracts on behalf of the Board.

“Planned” means products / purchases that may be forward projected and have known recurrent expenditure patterns.

“Price Preference Schemes”: Australian and New Zealand Price Preference Margin (ANZPPM) and the Country Industries Preference Scheme (CIPS).

“Product” means an individual line item within a generic Category of products inclusive of the associated services for its supply and delivery.

“smartbuy®” means an electronic market place, consisting of an internet web site and associated databases and applications, maintained on behalf of the NSW Government, located at <http://smartbuy.nsw.gov.au> and associated domains.

“SME”: small and medium enterprise(s). For the purposes of *Local Jobs First Plan*, the term ‘SME’ refers to small and medium enterprises from NSW, other States and Territories of Australia or New Zealand, with up to 500 full time equivalent employees. For this definition of SME, grouping provisions apply. If the SME is controlled by another legal entity (e.g. a Parent Company), the 500 employee figure is aggregated across both entities. i.e., subsidiaries of larger companies are classified according to their parent company employee levels.

“Statement of Requirements” means the detailed description of the goods and services contained in Part F.

“State Contracts Control Board” is the Board.

“Value Addition”: the value of the tenderer’s output (price) minus the value of all its inputs purchased from other organisations.

2 Tender Preparation

2.1 Tenderer to inform itself

Before submitting its tender, a tenderer must:

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

2.1.3 Satisfy itself:

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

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

2.2 Assumptions made by Tenderer

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

2.3 Information Supplied in Part F

The information contained in Part F has been provided with due care for the tenderer’s guidance, but is not guaranteed as being completely accurate. The Board shall not be held liable for any errors or omissions contained in Part F.

3 Eligibility to Tender

3.1 Legal Entity of Tenderer

3.1.1 Tenders must be submitted by a legal entity or, if a joint tender, by legal entities, with the capacity to contract. The Board will only enter into an Agreement with such legal entity or entities.

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

3.2 Financial Capability of Tenderer

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

3.3 ABN Requirements

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

4 Tender Process

4.1 Provisional RFT Program

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

Milestone	(dd/mm/yy)
RFT issue	»27/04/2010
RFT Close Date	»09/06/2010
Execution of Agreement	»30/06/2010
Transitioning requirements completed (eg. smartbuy integration)	»12/07/2010
Commencement of supply of Deliverables	»01/10/2010

4.2 Tenderer Briefing (not used)

4.3 Contact Officer

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

Client Support Centre
P: 1800 NSW BUY (1800 679 289)
E: nswbuy@services.nsw.gov.au

- 4.3.2 Any information given to a tenderer to clarify any aspect of this RFT will also be given to all other tenderers if in the Board's opinion the information would unfairly favour the inquiring tenderer over other tenderers.

4.4 Pre-Tender Access to Prospective Nominee Purchasers

- 4.4.1 A tenderer who wishes to become a Nominee Purchaser to an Eligible Customer under any existing NSW State Contracts Control Board Agreement, must apply to that Eligible Customer to be granted temporary viewing access to view the relevant Board Agreements on smartbuy®. The procedure is described in the link below. The purpose of such pre tender access is to enable tenderers who wish to do so, to

price the products and services at Board rates and confer any benefit in their tender to the Eligible Customer. The information must not be used for any other purpose.

4.4.2 A tenderer seeking pre tender access must complete the Pre-Tender Access Application Form indicated through the link below. The Eligible Customer will determine, in its sole discretion, whether the tenderer's application will be recommended. In the exercise of this discretion, the Eligible Customer will ensure that decisions made are applied consistently to all applicants. Recommended applications will be submitted by the Eligible Customer to NSWP – Contracting Services for approval.

4.4.3 If the tenderer is successful in its tender, it must apply to become a Nominee Purchaser. <http://ebseforms.services.nsw.gov.au/Home.aspx>

4.5 Conformity of Tenders

4.5.1 The Board seeks Conforming Tenders.

4.5.2 Non-Conforming Tenders may be excluded from the tender process without further consideration at the Board's discretion.

4.6 Alternative Tenders

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

4.7 Submission of Tenders

4.7.1 Prices, responses and other information provided in the tender are to be in writing and in English. The tender price must be in Australian dollars.

4.7.2 Tenderers must complete all of Part C of this RFT, as directed and must not amend any of the questions provided.

4.7.3 Tenderers should notify the Contact Officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this RFT.

4.7.4 All tenders must be provided

Electronic: the file formats and versions below:

Please refer a number of file formats have already been prescribed in clause 4.7.6.

Hard Copy (*not used*)

4.7.5 When submitting an electronic tender with supporting items:

(a) The complete tender, including the Supporting Items must be submitted by Closing Date and Closing Time, and

(b) supporting items provided by the tenderer in support of its tender but excluding printed material, should be clearly designated as supporting items to the RFT to which they relate and be forwarded to the Contact Officer indicated in clause 4.3 of this RFT in a sealed envelope.

4.7.6 Tenderers must ensure that all excel or word attachments can be opened and viewed by Microsoft Excel 2003 or Microsoft Word 2003. Other formats for the attachments are only to be submitted if an arrangement has first been made with the Contact Officer prior to lodgment of the tender.

4.7.7 It is recommended that electronic files be kept as small as practical and the lodgement files below an optimum size of 7 MB, as the limitations of the Internet and communications may affect the successful transmittal and receipt of large files

4.8 Tender Lodgement

Tenders must be fully received by the Closing Date and Closing Time.

A Tender must be submitted electronically to the electronic tender box for this RFT via the NSW Department of Services, Technology & Administration tenders website

at: <https://tenders.nsw.gov.au/dsta> (Login in as a system user, locate the web page for this RFT, and follow the on screen instructions to lodge the tender).

The lodgement can only be made by a registered system user of the NSW Government eTendering system.

4.9 Electronic Tenders

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

4.9.2 A tenderer, by electronically lodging a tender, is taken to have accepted conditions shown in the Conditions and rules on the NSW Department of Services, Technology & Administration *tenders* website at <https://tenders.nsw.gov.au/commerce>.

4.9.3 A tenderer must follow the following directions:

- (a) A RFT for which electronic lodgement is available through the website can be identified by the blue “Lodge a Response” link on the web pages for the RFT.
- (b) To lodge a tender electronically, the files containing the tenderer’s response must be up-loaded through the website to the NSW Government eTendering system. Access to the up-loading process is through the blue “Lodge a Response” link, then following the steps and instructions on the NSW Department of Services, Technology & Administration *tenders* website and any instructions which may have been supplied with the RFT documents, advertisement or invitation.

4.9.4 A tenderer must observe the following format for lodgements:

- (a) An electronically lodged tender must be lodged in a file format required by the RFT.
- (b) If a tenderer compresses files, it must be possible to decompress them using WinZip. A tenderer must not submit self-extracting (*.exe) zip files.
- (c) A tenderer must not change pre-existing text in the RFT other than to insert the required information.
- (d) The file/s name/s must have an extension and not have invalid characters or file names/loading pathnames too long for the system, as detailed on the NSW Department of Services, Technology & Administration *tenders* website.

4.9.5 Signatures are not required for an electronic tender. A tenderer must ensure that a tender response is authorised by the person or persons who may do so on behalf of the tenderer and appropriately identify the person and indicate the person’s approval of the information communicated.

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

- (a) To reduce the likelihood of viruses, a tenderer must not include any macros, applets, or executable code or files in a tender response.
- (b) A tenderer should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.

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

4.9.7 If a tenderer experiences any persistent difficulty with the NSW Department of Services, Technology & Administration *tenders* website in submitting a tender or otherwise, it is encouraged to advise the Contact Officer promptly in writing.

-
- (a) If there is an extended defect or failure of the NSW Department of Services, Technology & Administration tenders website or eTendering system and the Board is advised, the tender Closing Date and Closing Time may be extended provided that, in the view of the Board, the RFT process will not be compromised by such an extension.
- (b) Tenders must be fully received by the Closing Date and Closing Time.
- 4.9.8 Tenderers may break down the lodgement of large tenders into smaller packages if clearly identified eg. package 1 of 3; 2 of 3; 3 of 3.
- 4.9.9 If a tenderer provides multiple lodgements, the latest tender received will be the tender to be evaluate unless the tenderer provides clear directions to whether the lodgement is:
- (a) an alternative tender,
- (b) supporting information
- (c) a further part of a tender that has had previous lodgement
- 4.10 Tender Validity Period**
- 4.10.1 The Tender will remain open for acceptance by the Board for a period of six (6) months from the Closing Date and Closing Time for tenders.
- 4.11 Late Tenders**
- 4.11.1 Late tenders should not be considered, except where the Board is satisfied that the integrity and competitiveness of the tendering process has not been compromised. The Board shall not penalise any supplier whose tender is received late if the delay is due solely to mishandling by the Board.
- 4.12 Extension of Closing Date and Closing Time**
- 4.12.1 The Board may, in its discretion, extend the Closing Date and Closing Time.
- 4.13 Corruption or Unethical Conduct**
- 4.13.1 Tenderers must comply with the requirements of the Department of Services, Technology & Administration Business Ethics Statement, which is available at the link below and must disclose any conflicts of interests in Part C.
- 4.13.2 If a tenderer, or any of its officers, employees, agents or sub-contractors is found to have:
- (a) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Board, Customer or the NSW Government in connection with this RFT or the submitted Tender;
- (b) committed corrupt conduct in the meaning of the *Independent Commission Against Corruption Act 1988*;
- (c) a record or alleged record of unethical behaviour; or not complied with the requirements of Department of Services, Technology & Administration Business Ethics Statement available at: <http://www.services.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm>;
- this may result in the tender not receiving further consideration.
- 4.13.3 The Board may, in its discretion, invite a relevant tenderer to provide written comments within a specified time before the Board excludes the tenderer on this basis.
- 4.13.4 If the Board becomes aware of improper conflict of interests by a successful tenderer after an Agreement has been executed, then the Board reserves the right to terminate the Agreement and any Customer Contract that has been made under it.

4.14 Code of Practice for Procurement

- 4.14.1 In submitting its tender, the tenderer signifies agreement to comply with the Code.
- 4.14.2 Failure to comply with the Code may be taken into account by the Board when considering the tenderer's tender or any subsequent tender, and may result in the tender being passed over.

4.15 Prescribed Form of Tender

The tender, including any Alternative Tender, must comprise a completed Part C and any attachments to Part C, as may be necessary. Any attachments should be labelled to identify those clauses of the RFT to which they relate.

4.16 Addenda to RFT

- 4.16.1 If, for any reason the Board, at its sole discretion, requires the RFT to be amended before the Closing Date and Time, an Addendum will be issued.
- 4.16.2 In each case, an Addendum becomes part of the RFT.
- 4.16.3 The Board, during the tender period may issue Addenda altering the RFT. In such cases, it is the obligation of the tenderer to verify if any Addenda were issued prior to the Closing Date, even if a tender has already been submitted.
- 4.16.4 Tenderers must check the web site address, <https://tenders.nsw.gov.au/dsta> and download the Addendum.

4.17 Tenderer's Costs

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

4.18 Custody of Tenders after Receipt

- 4.18.1 Tenders lodged electronically to the NSW Department of Services, Technology & Administration Tenders website will be treated in accordance with the *Electronic Transactions Act 2000* (NSW) and given no lesser level of confidentiality, probity and attention than tenders lodged by other means.
- 4.18.2 On receipt of tenders lodged electronically to the NSW Government eTendering system, tenders are encrypted and stored in a secure "electronic tender box."
- 4.18.3 For reasons of probity and security, the board and its agent are prevented from interrogating the electronic tender box to ascertain whether tenders have been received or for any reason, until after the Closing Date and Closing Time.
- 4.18.4 The e-mail receipt that is sent to system user lodging the tender after successfully lodging the tender electronically to the NSW Government eTendering system is the only evidence of tender lodgement provided.

4.19 Ownership of Tenders

- 4.19.1 All tenders become the property of the Board on submission.
- 4.19.2 The Board may make copies of the tenders for any purpose related to this RFT.

4.20 Discontinuance of Tender Process

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

4.21 Variations to Tenders

- 4.21.1 At any time after the Closing Date of tenders and before the Board accepts any tender received in response to this RFT, a tenderer may, subject to clause 4.21.2, vary its tender:

-
- (a) by providing the Board with further information by way of explanation or clarification;
 - (b) by correcting a mistake or anomaly; or
 - (c) by documenting agreed changes to the tender negotiated under clause 5.5 of this Part B.
- 4.21.2 Such a variation may be made either:
- (a) at the request of the Board, or
 - (b) with the consent of the Board at the request of the tenderer; but only if,
 - (i) in the case of variation requested by the tenderer under clause 4.21.1(a)-(b), it appears to the Board reasonable in the circumstances to allow the tenderer to provide the information or correct the mistake or anomaly; or
 - (ii) in the case of variation under clause 4.21.1(c), the Board has confirmed that the draft-documented changes reflect what has been agreed.
- 4.21.3 If a tender is varied in accordance with clause 4.21.1(a) or (b), the Board will provide all other tenderers whose tenders have similar characteristics with the opportunity of varying their tenders in a similar way.
- 4.21.4 A variation of a tender under clause 4.21.1 will not be permitted if in the Board's view:
- (a) it would substantially alter the original tender; or
 - (b) in the case of variation under clause 4.21.1(a) or (b), it would result in the revising or expanding of a tender in a way that would give a tenderer an unfair advantage over other tenderers.

5 Evaluation Process

For both ADHOC and PLANNED products

- 5.1.1 Tenders will be assessed against the evaluation criteria listed below which are not indicated in order of significance or equal weight.
- 5.1.2 The evaluation criteria for this RFT that do not relate to price will account for (60)% of the total evaluation score. The evaluation criteria for this RFT that relate to price will account for (40)% of the total evaluation score. This applies to both the 'adhoc' and 'planned' product evaluations.
- 5.1.3 Information supplied by the tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the evaluation criteria listed in this RFT.
- 5.1.4 Tenders that do not include a fully completed Part C, in particular those tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or electronic tenders that cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Board's discretion.
- 5.1.5 The Board may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.

5.2 Evaluation Criteria

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

- (a) Fitness for purpose including quality, range of products, innovative aspects, product design, performance and warranties;
- (b) Price;

-
- (c) Delivery requirements;
 - (d) Capacity to perform the Agreement including:
 - (i) Production/technical capacity;
 - (ii) Human resource capacity, qualifications, skills and experience;
 - (iii) Financial capacity and stability (including security considerations);
 - (iv) Technical, warehousing, inventory and distribution systems;
 - (v) Maintenance and support service levels including availability of Help Desk for repair and help calls;
 - (vi) Quality assurance systems;
 - (vii) Suitability of sub-contractors;
 - (viii) Previous experience and performance on similar agreements for the products and services covered in this RFT or other products and services, including performance of management fee obligations;
 - (ix) Record of ethical behaviour in service delivery;
 - (x) Compliance with other Board requirements, (including ability to market the proposed Agreement).
 - (e) Compliance with the proposed conditions of Part D.
 - (f) Compliance with NSW Government procurement policy and other applicable NSW Government policies, including:
 - (i) Compliance with NSW Government Environmental Management Systems Guidelines.
 - (ii) Compliance with OHS&R requirements;
 - (iii) Compliance with NSW Government Environmental Management Systems Guidelines (WRAPP).
 - (g) Compliance with relevant legislation and standards.
 - (h) Capacity and capability to facilitate electronic commerce through smartbuy®.
 - (i) Compliance with the Statement of Requirements.

5.3 Presentations by Tenderer

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

5.4 Acceptance or Rejection of Tenders

- 5.4.1 The Board may assess an Alternative Tender against the evaluation criteria when submitted with a Conforming Tender.
- 5.4.2 The Board expressly reserves the right to accept, in its discretion, either or both of the following:
 - (a) Any Alternative Tender or part of an Alternative Tender, when submitted with a Conforming Tender; and

-
- (b) Any other Non-Conforming Tender or part of a Non-Conforming Tender (not, in either case, being an Alternative Tender or part of an Alternative Tender) that, in the Board's opinion, is substantially a Conforming Tender.
- 5.4.3 The Board is not bound to accept the lowest tender.
- 5.4.4 If the Board rejects all the tenders received it may invite fresh tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new tenders).
- 5.5 Post Tender Negotiations**
- 5.5.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiations with preferred tenderers, including those who have submitted Alternative Tenders or who have submitted Conforming Tenders, to mutually improve outcomes.
- 5.5.2 The Board will generally not enter into negotiations to amend standard conditions of contract contained in Part D, and Part E if applicable.
- 5.5.3 If the Board considers that none of the tenders are fully acceptable either due to the level of non-conformance or because they do not represent sufficient value for money, but considers that full conformity is achievable, negotiations may be conducted with the tenderer that submitted the most conforming tender based on the evaluation criteria. The purpose of the negotiations will be advised by the Board and made clear to the participants before the commencement of negotiation.
- 5.5.4 The Board may at its absolute discretion elect to conduct post tender negotiations under clause 5.5.3 with more than 1 tenderer in the event that it decides that the closeness of the tenders or timing constraints warrants doing so.
- 5.6 Exchange of Information between Government Agencies**
- 5.6.1 Lodgement of a tender will itself be an authorisation by the tenderer to the Board to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the tenderer's performance on any contract that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.
- 5.6.2 The provision of the information by the Board to any other NSW Government agency is agreed by the tenderer to be a communication falling within section 30 of the *Defamation Act 2005* (NSW), and the tenderer shall have no claim against the Board and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the tenderer arising out of the communication
- 5.6.3 In the evaluation of tenders, the Board may take into account any information about the tenderer that the Board receives from any source.
- 5.6.4 To avoid doubt, information that may be collected, exchanged and used in accordance with this provision includes "personal information" about the tenderer for the purposes of the *Privacy and Personal Information Protection Act 1998*. Lodgement of a tender will be an authorisation by the tenderer to the Board to collect such information from third parties, and to use and exchange such information in accordance with this clause 5.6.
- 5.6.5 The tenderer's attention is drawn to the *Freedom of Information Act 1989* which obliges disclosure of the contract documents resulting from the tender and may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies, including tenders held by the Board. A summary of the provisions is contained in Annexure 1 to Part B (Disclosure Information).

6 Method of Acceptance

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

7 Disclosure Information

- 7.1.1 Following the Board's decision, all tenderers will be notified in writing of the outcome of their Tenders.
- 7.1.2 Details of tenderers and the outcome of the tender process will be disclosed in accordance with the *Freedom of Information Act 1989* and the NSW Government Tendering Guidelines, available at:
http://www.nswprocurement.com.au/psc/nsw_government_guidelines/tendering_guidelines.aspx
- 7.1.3 An outline of these requirements can be found in Annexure 1 to Part B of this RFT.

8 Complaints Procedure

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

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

ANNEXURE 1 TO PART B (Disclosure of Information)

Disclosure of information concerning tenderers and outcome of the tender process

1. In accordance with the NSW Government Tendering Guidelines referred to in clause 7.1.2 and found at http://www.nswprocurement.com.au/psc/nsw_government_guidelines/tendering_guidelines.aspx, the following **tender information** is required to be disclosed -

Tender Type	Level of disclosure	Basis of disclosure
For all public calls for tender, expressions of interest or other such public calls which may result in a contract with the private sector.	As a minimum: <ul style="list-style-type: none">a concise description of the proposed works, goods or services the subject of the tender call;the date responses to the tender call close and where responses are lodged; andlocation of the tender call documents. The names and addresses of all entities which submit responses.	Routine public disclosure at the time tender calls are advertised. Routine public disclosure within 7 days of the date tender calls closed.
In a multi-stage tender process.	The names and addresses of the shortlisted entities, except where such disclosure is likely to compromise the competitiveness of the subsequent tender process.	Routine public disclosure within 7 days of these entities being advised of their shortlisting.

2. In accordance with the NSW Government Tendering Guidelines referred to in clause 7.1.2, the following **contract** information is required to be disclosed -

Contract size and type	Level of disclosure	Basis of disclosure
Class 1 contracts All government contracts with estimated value \$150,000 or above.	<ul style="list-style-type: none">a) The name and business address of the contractor;b) Particulars of any related body corporate (within the meaning of the <i>Corporations Act 2001</i> of the Commonwealth) in respect of the contractor, or any other private sector entity in which the contractor has an interest, that will be involved in carrying out any of the contractor's obligations under the contract or will receive a benefit under the contract;c) The date on which the contract became effective and the duration of the contract;d) Particulars of the project to be undertaken, the goods or services to be provided or the real property to be leased or transferred under the contract;e) The estimated amount payable to the contractor under the contract;f) A description of any provisions under which	Routine public disclosure within 60 days after the contract becomes effective.

	<p>the amount payable to the contractor may be varied;</p> <p>g) A description of any provisions with respect to the renegotiation of the contract;</p> <p>h) In the case of a contract arising from a tendering process, the method of tendering and a summary of the criteria against which the various tenders were assessed; and</p> <p>i) A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services.</p>	
<p>Class 2 contracts Class 1 contracts (i.e government contracts with estimated value \$150,000 or above) which also:</p> <ul style="list-style-type: none"> - result from a direct negotiation where there has not been a tender process; or - have been the subject of a tender process and where the final contract terms and conditions are substantially negotiated with the successful tenderer (this includes alliance type contracts); or - involve operation or maintenance obligations for 10 years or longer; or - involve a privately financed project as defined by relevant Treasury guidelines; or - involve a transfer of land or other asset to a party in exchange for the transfer of land or other asset to an agency. 	<p>The information required for class 1 contracts and:</p> <ul style="list-style-type: none"> a) Particulars of future transfers of significant assets to the State at zero, or nominal cost to the State, including the date of their proposed transfer; b) Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer; c) The results of any cost-benefit analysis of the contract conducted by the agency; d) The components and quantum of the public sector comparator if used; e) Where relevant, a summary of information used in the contractor's full base case financial model (for example, the pricing formula for tolls or usage charges); f) Where relevant, particulars of how risk, during the construction and operational phases of a contract to undertake a specific project (such as construction, infrastructure or property development), is to be apportioned between the parties, quantified (where practicable) in net present-value terms and specifying the major assumptions involved; g) Particulars as to any significant guarantees or undertakings between the parties, including any guarantees or undertakings with respect to loan agreements entered into or proposed to be entered into; and h) Particulars of any other key elements of the contract. 	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>
<p>Class 3 contracts Class 2 contracts where the estimated value of the government contract is \$5 million or more.</p>	<p>The information for class 1 and 2 contracts and the complete contract, less confidential information.</p> <p>Note: if some or all of a class 3 contract is not disclosed for reasons of confidentiality, the agency is to disclose:</p> <ul style="list-style-type: none"> • the reasons for not publishing the contract 	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>

	or provisions; <ul style="list-style-type: none"> • a statement as to whether the contract or provisions will be published and, if so, when; and • where some but not all of the provisions of the contract have been disclosed, a general description of the types of provisions that have not been published. 	
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3. Requests for disclosure of additional contract information

Tenderers must acknowledge that any person may make a specific request to the State Contracts Control Board for any item of contract information contained in schedules 1 or 2, or for a copy of a contract where it is a class 3 contract, which is not required to be routinely disclosed under section 15A of the *Freedom of Information Act 1989* ("FOI Act"). The State Contracts Control Board must provide the requested contract information or the requested copy of the contract to the requesting person (less any confidential information) within 60 days of receiving the request.

Where a copy of a contract has been requested and some or all of the contract is not provided for reasons of confidentiality, the State Contracts Control Board will disclose:

- the reasons for not providing some provisions or all of the contract;
- a statement as to whether the contract or provisions will be provided and, if so, when; and
- where some but not all of the provisions of the contract have been provided, a general description of the types of provisions that have not been provided.

4. Disclosure of amendments or variations to contract information under the FOI Act

The FOI Act requires that, if there is an amendment to the contract terms or a material variation made under the contract that changes information already routinely disclosed under the FOI Act, the State Contracts Control Board must ensure that the information concerning the change is routinely disclosed within 60 days after such amendment or variation becomes effective, less any confidential information. In the case of class 3 contracts, the full amendment or material variation, less any confidential information, must be disclosed within the 60 day timeframe.

5. Confidential information

None of the disclosure obligations contained in the FOI Act, or the requirements for disclosing tender information or a copy of a contract or information in relation to a contract under these guidelines, require the disclosure of:

- the commercial-in-confidence provisions of a contract (as defined in section 15A(14) of the FOI Act) (the contractor's financing arrangements; the contractor's cost structure or profit margins; the contractor's full base case financial model; any intellectual property in which the contractor has an interest; or any matter whose disclosure would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future.);
- details of any unsuccessful tender;
- any matter that could reasonably be expected to affect public safety or security; or
- information which would be exempt from disclosure if it were the subject of an application under the Freedom of Information Act.

Where such confidential information is withheld, the State Contracts Control Board must inform the requesting person that access to that information may be sought in accordance with the Freedom of Information Act. This will enable a person seeking the information to challenge that decision under the Freedom of Information Act.

6. Tenderers are invited to nominate items they consider are confidential and why.



Services,
Technology &
Administration

NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Services, Technology & Administration

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

TENDER RESPONSE

Contract c278 - Electrical & Gas Appliances and
Presentation Equipment

1 October 2010 to 30 September 2013

RFT Number 0902799

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

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

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

Contact Name: <Insert name of Contract Administration
Officer>

Contact Phone: <insert telephone no>

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

- Are you providing supporting documents in hard copy or on CD-ROM?
Yes/No
- Did you clearly mark the supporting documents as "Supporting Documents to RFT No 0902799"
Yes/No

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

Other matters should be directed to:

Executive Director
NSW Procurement – Contracting Services
NSW Department of Services, Technology & Administration
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 8953
Fax: (02) 9372 7533

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PART C The Tender Response

PART C1 Tender Response to Part B

1. Introduction

- 1.1 The information provided in this Part will be used in the assessment of Tenders. Questions have been framed to ensure responses that are relevant to the selection criteria. Please provide attachments where necessary, clearly labelled and cross-referenced.
- 1.2 References to “you” in this Part means the tenderer and all responses given will be taken to be responses of the tenderer.

2. Fitness for Purpose

2.1 Quality Certification

Question 2.1.1

Indicate below whether you have attached at Part C2 any certification from approved testing authorities that confirm that the items tendered meet the relevant Australian, overseas or International Standards.

Answer 2.1.1

<type or write your answer here>

Yes/No

2.2 Quality Assurance

Question 2.2.1

Indicate whether your company has attained certification under AS/NZS ISO 9001:2008 or is proceeding towards getting certification.

Answer 2.2.1

Yes/No

<type or write your answer here>

2.3 If certification is being sought

Question 2.3.1

If you are in the process of attaining certification, provide evidence and a projected timetable and schedule for certification.

Answer 2.3.1

<type or write your answer here>

2.4 Other certification requirements (not used)

2.5 Guarantees and servicing arrangements

Question 2.5.1

Give full details of any guarantees or warranties relating to the Deliverables offered. If a specific warranty or warranties is or are stated to be a requirement or requirements in Part F, confirm that it is, or they are, offered. Where free service with respect to the Deliverables is offered during the period of guarantee or warranty, provide addresses (both Sydney and country areas) where service is available. State whether service is available at those points after the expiration of the period of guarantee or warranty and, if so, what charges are applicable.

The minimum extent of warranty offered is that prescribed by legislation, where applicable.

Answer 2.5.1

<type or write your answer here>

2.6 Packaging (not used)

2.7 Other comments on fitness for purpose

Question 2.7.1

State here any other details you may wish to add, particularly regarding the innovative aspects and performance of the tendered Deliverables.

Answer 2.7.1

<type or write your answer here>

3 Pricing and related factors

3.1 Price Schedule

Question 3.1.1.

Complete the ADHOC and/or the PLANNED products Price Schedule.
Refer Excel spreadsheet; file 0902799 Pricing Schedule Final.xls

3.2 Price Basis

The SCCB acknowledges prices of products under this contract will fluctuate with changes of technology and other factors like exchange rates. It is expected that prices will reduce over the life of the contract in accordance with the above factors and it is expected that clients will benefit from this. Respondents should elect one of the price mechanisms below for passing on these decreases.

Also refer Part D clause 5.9 Continuous Best Price

Tenderers must indicate below the price basis of your Tender. Select the price basis from one of the options below (tick corresponding box below):

- Option 1:* Firm for the entire duration of the Agreement _____(____) months plus _____(____) months optional extension period
- Option 2:* Firm for the first twelve (12) months of the term of the Agreement then subject to review at the end of that period and each twelve (12) months following and at the request of the Contractor based on variations in rates of exchange.
- Option 3:* Firm for the first twelve (12) months of the term of the Agreement then subject to review at the end of that period and each twelve (12) months following and at the request of the Contractor based on variations in labour and material factors.
- Option 4:* Firm for the first 12 months of the term of the Agreement then subject to review at the end of that period and each six (6) months following and at the request of the Contractor based on variations in the published price list.
- Option 5:* Firm for the first twelve (12) months of the term of the Agreement then subject to review at the end of that period and each twelve (12) months following and at the request of the Contractor based on All Groups CPI Sydney.

Answer 3.2.1

<indicate the appropriate box below>

- | | | |
|----|--------------------------|---------------------------|
| 1. | <input type="checkbox"/> | |
| 2. | <input type="checkbox"/> | Proceed to question 3.2.2 |
| 3. | <input type="checkbox"/> | Proceed to question 3.2.3 |
| 4. | <input type="checkbox"/> | Proceed to question 3.2.4 |

5. ☐ Proceed to question 3.2.5

3.2.2 Where you have nominated **Option 2** of the selected price basis you must nominate the exchange rate that will be used as the basis for any future price variation request below.

Answer 3.2.2

<type or write your answer here>

Name of the Foreign Currency eg. US DOLLAR	Exchange Rate eg. \$A1 = \$US 0.55

3.2.3 Where you have nominated variations in labour and material factors (**Option 3**) of the selected price basis above, you must nominate the following:

(a) **Labour Rate**

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

Answer 3.2.3(a)

<type or write your answer here>

Labour category	AW

(b) **Labour and Material Factors**

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

Answer 3.2.3(b)

<type or write your answer here>

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

(c) **Materials Cost Index**

The relevant Australian Bureau of Statistics index or other relevant Materials Cost Index that will be used as the basis for any future price variation request. Note that variation on the basis of a material cost index other than those

provided by the ABS must be appropriate, independent, consistently reported over time, published regularly and be readily available.

Answer 3.2.3 (c)

<type or write your answer here>

Materials Cost Index

3.2.4 Where you have nominated Option 4, of the selected price basis above, Indicate below the following details in relation to the attached Price List(s). If a number of Price Lists are to be submitted, provide the following details for each of the Price Lists submitted.

Price List Details

Name of Price List: _____

Date of Price List: _____

Official Price List Number: _____

State the frequency of revision of the Price List: _____

State the basis of revision of the Price List: _____

Provide examples of variations in the Price List over the past two-year period
 <type or write your answer here>

3.2.5 Where you have nominated **Option 5** of the selected price basis above, you must indicate the CPI at the Base Date.

Answer 3.2.5

<type or write your answer here>

All Groups CPI Sydney	Base Date (date of the actual lodgement of the tender)

3.3 Settlement Discounts

The Tender Prices are subject to a settlement discount of:-

- 3.3(a) % for payment within 14 days from the date of receipt of invoice.
- 3.3(b) % for payment made during the month following that in which the invoice has been rendered.
- 3.3(c) % for payment within days from the date of receipt of invoice.

3.4 Other discounts

3.4.1 Sole-Contractor discount

Question 3.4.1

Indicate below whether you are willing to offer a sole-Contractor discount for any product category.

Yes/No

If “Yes”, indicate below the size of the discount and any conditions under which this discount will be given

Answer 3.4.1

<type or write your answer here>

3.4.2 Volume Discounts

Question 3.4.2

Indicate below whether you are willing to offer Volume Discounts for any Order

Answer 3.4.2

Yes/No

If “Yes”, indicate below the size of the discount and any conditions under which this discount will be given.

<type or write your answer here>

<Type%>	per	<Type Breakpoint>	Per Order
<Type %>	per	<Type Breakpoint>	Per Order

<type or write your answer here, if applicable>

3.5 Delivery Charges

It is highly desirable that Tender Prices are on a FREE OF CHARGE (FOC) delivery basis to the following Local Government Areas:-

Area 1: Ashfield, Auburn, Bankstown, Baulkham Hills, Blacktown, Botany Bay, Burwood, Camden, Campbelltown, Canada Bay, Canterbury, City of Sydney, Fairfield, Holroyd, Hornsby, Hunters Hill, Hurstville, Kogarah, Ku-Ring-Gai, Lane Cove, Leichhardt, Liverpool, Manly, Marrickville, Mosman, North Sydney, Parramatta, Penrith, Pittwater, Randwick, Richmond, Rockdale, Ryde, Strathfield, Sutherland, Warringah, Waverley, Willoughby, Windsor, Wollondilly, Woollahra.

Area 2: Kiama, Port Kembla, Shellharbour, Shoalhaven, Wollongong.

Area 3: Cessnock, Gosford, Lake Macquarie, Maitland, Muswellbrook, Newcastle, Port Stephens, Singleton, Wyong.

Area 4: Bathurst, Blue Mountains, Hawkesbury, Lithgow.

FOC is desirable to **Area 5:** (Other Areas), however tenderers are to indicate delivery charges (if any) would apply to individual orders.

Question 3.5.1

Do you agree to provide free delivery to all regions within **Areas 1 to 4** in accordance with cl. 3.5 ?

Yes/No

If “No”, submit details of charges

Delivery Area	Charge
Area 1:	
Area 2:	
Area 3:	
Area 4:	

Question 3.5.2

Do you agree to provide free delivery to **Area 5:** (Other Areas)

Yes/No

If “No”, submit details of charges

Delivery Area	Charge
Area 5: (Other Areas)	

Question 3.5.3

Do you agree to provide free delivery to all regions within the State of NSW.

Yes/No

If “No”, submit details of charges per delivery area

<type or write your answer here>

Delivery Area	Charge
3.5.1 <Type answer here>	

4. Delivery Considerations

4.1 Delivery times

‘ad hoc’ and ‘Planned’ lead times

Question 4.1.1

Provide details of your guaranteed delivery times from receipt of Order together with a production plan, detailing how you intend to maintain guaranteed delivery times.

The production plan must provide full details of your supply chain process for the supply of the Deliverables and include any variations for the nominated Areas being Metro (1 to 4) and Regional (5). The plan must outline lead times, strategic alliances or specific arrangements with suppliers or sub-contractors.

Answer 4.1.1

<type or write your answer here>

Question 4.1.2 Location of branches

Detail the outlets to which Orders may be directed, stating any limitations to the range of Deliverables that may be ordered at each.

Answer 4.1.2

<type or write your answer here>

Question 4.1.3

Delivery shall be completed not later than <type or write answer here>_____ days from the date of receipt of an Order but before that date if possible. You must indicate below whether the stated delivery time will be met or, if not, the best delivery that can be offered.

<type or write your answer here>

Question 4.1.4 – Emergency Arrangements

Tenderers are to indicate below the lead-time provisions offered for emergency deliveries.

<type or write your answer here>

Location	Product class	Product class	Product class
Area 1			
Area 2			
Area 3			
Area 4			
Area 5			

5. Capacity to perform agreement

5.1 Years in business

Question 5.1.1

State the number of years you have been in business under your present constituted form.

Answer 5.1.1

<type or write your answer here>

5.2 Technical, warehousing, inventory and distribution capability

Question 5.2.1

Demonstrate the suitability of your resources/facilities/procedures for the purposes of fulfilling the Requirement, including your production processes, warehousing, dispatch, transport and delivery arrangements. Include details of:

- (a) size of premises;
- (b) back up facilities and any significant equipment if available to ensure the completion of work;
- (c) maintenance schedules for any significant equipment nominated in (b).

Answer 5.2.1

<type or write your answer here>

Question 5.2.2

Describe your current stock levels and any issues you may experience during different times of the year in maintaining necessary levels.

Answer 5.2.2

<type or write your answer here>

5.3 Human Resource Capability

Question 5.3.1

Provide details of qualifications and experience of key personnel to be involved in the operation of the proposed Standing Offer agreement.

Answer 5.3.1

<type or write your answer here>

Question 5.3.2

Provide details of capacity to meet Housing NSW commitment to Support for economic development of local communities and economies through, employment programs, involvement of SME, and capacity to maximise benefits to disadvantaged communities

1. Manufacturer, distributors, Service Agents are committed to equal employment, addressing disadvantage and promoting economic development either through local manufacture, or other methods.
2. Spare Parts are available in all areas of NSW within 48hrs and servicing delivered by local agents within 48 hours (especially to remote towns like Wentworth, Buronga, Walgett, Tingha, Boggabilla, Eden etc)
3. Local Industry (service agents and distributors) are supported by Manufacturer (e.g. through promotion of training skilled installed and service agents)

Answer 5.3.2

<type or write your answer here>

5.4 Help Desk Access

Question 5.4.1

If you have a toll-free help desk number specify the geographical area covered, the number(s) and help desk hours

Answer 5.4.1

<type or write your answer here>

Question 5.4.2

Specify any non toll-free help desk number(s), corresponding toll charges, and help desk hours

Answer 5.4.2

<type or write your answer here>

5.5 In-service education and training (not used)

5.6 Financial viability

Question 5.6.1

Give in \$A the annual turnover in Deliverables tendered.

Answer 5.6.1

<type or write your answer here>

Question 5.6.2

During the course of the tender process, it may be required that you submit a copy of your last three annual financial reports to the Board, or to Kingsway Financial Assessments if so

directed, in order to conduct financial analysis on behalf of the Board. Indicate below whether you will provide these reports if required.

Answer 5.6.2

Yes/No

If “No”, comment below:

<type or write your answer here>

5.7 Information on dealers, distributors and sub-contractors

Question 5.7.1

Is any part of the Deliverables to be offered through a dealer or distributor ? In this context, suppliers of raw materials and/or minor components to be incorporated into the Deliverables supplied by the Contractor are not regarded as dealers or distributors for the purpose of this question.

Answer 5.7.1

Yes/No

If “Yes”, in respect of each nominated dealer or distributor please provide the following information, so far as applicable. If unable to provide this information in the format below, attach to your Tender the information required for each dealer or distributor.

Dealer/distributor	
1) If a company, Company Name	
2) If a partnership, Partnership Name	
3) If an individual, individual's name	
4) Trading Name	
5) Australian Business Number (ABN)	
6) Australian Company Number (ACN)	
7) Registered Office (if a company)	
8) Site Address (principal place of business)	
9) Postal Address (principal place of business)	
10) Alternative Address	

11) Contract Administration Contact Name	
12) Contract Administration Contact Telephone No.	
13) Contract Administration Contact E-mail Address	
14) Contract Administration Contact Fax No.	
15) Sales Order Contact Name	
16) Sales Order Phone No.	
17) Sales Order E-mail Address	
18) Sales Order Fax No.	
19) Chief Executive Officer's (CEO) Name	
20) Switchboard Telephone No.	
21) Company E-mail Address	
22) Website address	
23) Items able to be supplied	

Question 5.7.2

Is any part of the Deliverables to be offered through a sub-contractor? In this context, suppliers of raw materials and/or minor components to be incorporated into the Deliverables supplied by the Contractor are not regarded as sub-contractors for the purpose of this question.

Answer 5.7.2

Yes/No

If “Yes”, in respect of each nominated sub-contractor, please provide the following information, so far as applicable:

Sub-contractor	
If a company, Company Name	
If a partnership, Partnership Name	
If an individual, individual's name	
4) Trading Name	

5) Australian Business Number (ABN)	
6) Australian Company Number (ACN)	
7) Registered Office (if a company)	
8) Site Address (principal place of business)	
9) Postal Address (principal place of business)	
10) Alternative Address	
11) Contract Administration Contact Name	
12) Contract Administration Contact Telephone No.	
13) Contract Administration Contact E-mail Address	
14) Contract Administration Contact Fax No.	
15) Sales Order Contact Name	
16) Sales Order Phone No.	
17) Sales Order E-mail Address	
18) Sales Order Fax No.	
19) Chief Executive Officer's (CEO) Name	
20) Switchboard Telephone No.	
21) Company E-mail Address	
22) Website address	
23) Items able to be supplied	

5.8 Suitability of proposed dealers, distributors and sub-contractors

Question 5.8.1

For each nominated dealer or distributor, provide details of their experience and qualifications in the provision of similar Deliverables.

Answer to 5.8.1
<type or write your answer here>

Question 5.8.2

For each nominated sub-contractor, provide details of their experience and qualifications in the provision of similar Deliverables.

Answer to 5.8.2
<type or write your answer here>

5.9 Marketing

Question 5.9.1

The marketing of this Standing Offer agreement may include:

- (a) the provision of promotional material,
- (b) direct marketing,
- (c) product literature, brochures and other sales related activities.

Indicate below which, if any, of the activities above you would be prepared to assume responsibility:

Answer 5.9.1
<type or write your answer here>

Question 5.9.2

Provide any other relevant information below

Answer 5.9.2
<type or write your answer here>

5.10 Other comments on capacity or ability to perform the Standing Offer agreement

Question 5.10.1

State here any other details you may wish to add. Please also address your capacity to perform the Standing Offer Agreement in the context of the current commitments of your organisation. (Note that details of previous performance of similar agreements are sought in cl10, below, and should not be referred to here.)

Answer 5.10.1

<type or write your answer here>

6. Compliance with proposed agreement

Question 6.1

Do you agree to be bound by all the conditions contained in Part D of this RFT ?

Answer 6.1

Yes/No

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

<type or write your answer here>

Question 6.2

Do you agree to comply with clause 6.5, Minimum Insurance Requirements, contained in Part D of this RFT ?

Answer 6.2

Yes/No

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

<type or write your answer here>

Question 6.3

Please list the insurances you currently hold, the respective amount (or Limit of Liability) for each insurance policy and their expiry dates.

Answer 6.3

<type or write your answer here>

7. Compliance with policy

7.1 NSW Government Code of Practice for Procurement

"Code" means the NSW Government Code of Practice for Procurement, as amended from time to time. The NSW Government Procurement Policy and code are available from the NSW Department of Services, Technology & Administration and can be viewed and downloaded from Department of Services, Technology & Administration Government Guidelines: Goods & Services Procurement Publication.

Question 7.1.1

Have you have read the [NSW Government Code of Practice for Procurement](#) and taken them into consideration in preparing and submitting your Tender?

Answer 7.1.1

Yes/No

Question 7.1.2

Tenderers must comply with the Code and agree to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any agreement that may be awarded? Will you comply with the Code and the requirements imposed by it?

Answer 7.1.2

Yes/No

7.2 Outworkers Code (*Not used*)

7.3 Australia and New Zealand (ANZ) Price Preference Margin

Under the Local Jobs First Plan (available at www.nswprocurement.com.au), the Australia and New Zealand (ANZ) Price Preference Margin is to be applied in the evaluation of tenders.

The ANZ Price Preference Margin will be a preference that is applied in the form of a 20% discount on the declared ANZ-SME content of goods and services offered by a tenderer.

For example:

Tenderer	Tender Price	ANZ-SMEs Content	ANZ Price Preference Margin applied	Tender Price evaluated
A	\$15,000	15.00%	\$450	\$14,550
B	\$15,000	30.00%	\$900	\$14,100
C	\$20,000	80.00%	\$3,200	\$16,800
D	\$14,600	0.00%	Nil	\$14,600

*** Evaluated Price = Tendered Price – [(ANZ-SME content x 20%) x Tendered Price]**

For the purposes of the evaluation of tenders and to enable the application of the ANZ Price Preference Margin, tenderers are required to provide details of the ANZ-SME content of goods and services offered by a tenderer.

Tenderers also agree to make available records from time to time (as and when requested by the Board) to substantiate the information provided about the ANZ -SME content of goods and services offered by a tenderer.

Where tenderers do not provide the required information on ANZ-SME content for (ANZ) Price Preference Margin, tender prices will not be adjusted by the applicable discount and tendered prices will be used in the tender evaluation.

Small and medium enterprises (SMEs) refers to small and medium enterprises from NSW, other States and Territories of Australia or New Zealand, with up to 500 full time equivalent employees. For this definition of SME, grouping provisions apply. If the SME is controlled by another legal entity (e.g. a Parent Company) the 500 employee figure is aggregated across both entities. i.e., subsidiaries of larger companies are classified according to their parent company employee levels.

The Local Jobs First Plan (available at www.nswprocurement.com.au) requires the application of the ANZ preference Margin to the evaluation of the bids for all goods and services procurement actions. To enable proper evaluation of tenders, tenderers must submit the declared ANZ-SME content of goods and services offered by the tenderer.

Therefore comply with this requirement Tenderers must submit the declared ANZ-SME content of goods in Part C3 - Pricing Schedule against all items tendered.

Question 7.3.1 Have you included in the pricing schedule, in the nominated area, the ANZ-SME content of each of the goods tendered ?

Answer 7.3.1

Yes/No

7.4 NSW Country Industries Preference Scheme

Certain eligible country-based suppliers in NSW are given additional preference above all other suppliers. The preference is applied for the purposes of tender evaluation and it is intended that Contractors or Customers incur no actual additional costs.

A preference loading of up to 5 per cent over the ANZ Price Preference Scheme percentage is applied to approved SME country-based manufacturers if the tenderer is based in a NSW country area registered in accordance with the Country Industries Preference Scheme (CIPS).

For preference to be applied to a tender under the CIPS:

- (a) The preferred tenderer after application of all other evaluation criteria is not from another State, Territory or New Zealand, but is from metropolitan New South Wales or overseas manufacturer (other than New Zealand)
- (b) The tenderer claiming the preference margin must be SME and must be registered with the Industry & Investment NSW as a country manufacturer under CIPS before the Closing Date and Time for Tenders;
- (c) The tenderer claiming the preference margin must quote its Preference Registration Number allocated by the Industry & Investment NSW and the applicable preference margin in the space provided in Part C - Tender Response of this RFT;
- (d) The goods and related services being sought are those for which the tenderer claiming the preference margin is registered; and
- (e) The tenderer claiming the preference margin is tendering as the prime contractor.

CIPS seeks to benefit SME goods manufacturers located outside the metropolitan areas NSW, which, in comparison with their city-based competitors, suffer definable economic disadvantages, which can be directly attributed to their country location. The preference applies on the following basis to approved SME goods manufacturers:

- (a) SME goods manufacturers located outside the County of Cumberland (greater Sydney area), the cities of Newcastle, Wollongong, Penrith and Liverpool, the Camden local government area and the local government areas listed below under (b) receive a preference discount of 5 per cent on their own value added component of tendered goods;
- (b) SME goods manufacturers located in the local government areas of Port Stephens, Wyong, Wollondilly, Wingecarribee and Kiama, the cities of Gosford, Lake Macquarie, Maitland, Cessnock and Blue Mountains, Shellharbour and Kiama receive a preference discount of 2.5 per cent on their own value added component of tendered goods.

Where tenderers do not provide the required information on their own value addition in tendered goods for CIPS purposes, tender prices will not be adjusted by the applicable CIPS discount.

Question 7.4.1 Have you registered with the Country Industry Preference Scheme?

Answer 7.4.1

Yes/No

If **Yes**, tenderer must complete the following details if eligible under the Country Industries Preference Scheme (CIPS) and wish to make use of the CIPS margin:

- (1) Preference Registration Number
- (2) Details of the location(s) (town(s)) of your manufacturing or other facilities
- (3) Information on whether the Goods are wholly or substantially manufactured or produced at the above location(s). If not substantially manufactured or produced at the above sites, provide details and explanation.

<type or write your answer here>

Question 7.4.2 Have you provided the value added component of tendered goods?

Answer 7.4.2

Yes/No

7.5 **(Not used)**

7.6 **(Not used)**

7.7 **Occupational Health & Safety**

Question 7.7.1

Do you currently comply with your OH & S statutory obligations?

Answer 7.7.1

Yes/No

Question 7.7.2

Will you continue to comply with your OH & S obligations including obligations relating to performance monitoring and Sub-Contractor performance under the Standing Offer agreement awarded?

Answer 7.7.2

Yes/No

If “No”, provide details below. If “Yes”, provide details below of how you will ensure that Sub-Contractors will perform in accordance with OH & S obligations.

<type or write your answer here>

Question 7.7.3

Does your organisation have Safe Work Procedures or specific health and safety instructions in place relevant to its operations?

Answer 7.7.3

<type or write your answer here>

Yes/No

If **“Yes”**, provide below, or provide reference to below and attach to the completed Part C, a summary listing of procedures or instructions.

<type or write your answer here>

Question 7.7.4

Does your organisation have documented accident, incident and hazard investigation reporting procedures in place?

Answer 7.7.4

Yes/No

If **“Yes”**, provide below, or provide reference to below and attach to the completed Part C, an outline of these procedures.

<type or write your answer here>

Question 7.7.5

Set out below, or attach to the completed Part C, an outline of the Safe Work Procedures that you will develop for the Standing Offer agreement, if awarded.

Answer 7.7.5

<type or write your answer here>

Question 7.7.6

Indicate below whether you will request Safe Work Procedures from any sub-contractors, and if so when you will obtain this if your tender is accepted.

Answer 7.7.6

<type or write your answer here>

7.8 Environmental Management

Question 7.8.1

Describe in what way or ways your organisation promotes the development of Ecologically Sustainable Development. For assistance in answering this question, you may refer to the Procurement Guidelines on Environment Management available electronically at (refer to the link below and click link on environmental management under Goods and Services Procurement):

<http://www.dpws.nsw.gov.au/nr/ronlyres/eoxj5xdnqteblntdffjpp35qvvtlztzqvgcux37iswzohj2gced5c3pvjzjbzgzb3o6guqnupqyuotpbznwn6whjh/guidelines%20environmental%20management%2006.pdf>

Answer 7.8.1

<type or write your answer here>

Question 7.8.2

Provide evidence below of your environmental management and performance capability and your commitment to waste management and energy conservation practices.

Answer 7.8.2

<type or write your answer here>

Question 7.8.3

Indicate measures you intend to implement to improve environmental performance and management if awarded the Standing Offer agreement

Answer 7.8.3

<type or write your answer here>

Question 7.8.4

Indicate your compliance with the Government Energy Management Policy principles, including any waste minimisation, energy conservation and recycling strategies that you have in place.

Answer 7.8.4

<type or write your answer here>

Question 7.8.5

Indicate how your products and appliances will assist Government to meet requirements in the Government Sustainability Policy and Waste Reduction and Purchasing Policy (WRAPP) principles or Waste Avoidance and Resource Recovery (WARR) Strategy for sub-contractors, including Minimum Energy Performance Standards (MEPS) (see www.environment.nsw.gov.au/government/policy.htm
www.environment.nsw.gov.au/wrapp/equip.htm
www.environment.nsw.gov.au/warr/WARRStrategy2007.htm)

Answer 7.8.5

<type or write your answer here>

7.9 Competitive Neutrality (Not used)

7.10 Electronic Commerce (Smartbuy®)

The E-Commerce section reviews the ability of your organisation to operate in an E-commerce marketplace. The review considers your E-commerce capabilities in web-based access (information) and your ability to trade in an on-line environment (online ordering, e-payment and web based catalogue services / integration to government marketplaces, etc).

If you require more information contact the NSW Procurement Client Support Centre on 1800 NSW BUY (679 289) or NSWP_Support@services.nsw.gov.au
<[MAILTO:NSWP_Support@services.nsw.gov.au](mailto:NSWP_Support@services.nsw.gov.au)>

Question 7.10.1

As a supplier on NSW Government SCCB contracts you must maintain contract data and pricing information in the smartbuy® system. Only valid and approved pricing as reflected in smartbuy® will be accepted for NSW Government SCCB contracts. The terms and conditions under which you will maintain these details are outlined in Part D. Do you agree to maintain your information for the purposes of purchasing from smartbuy®

<type or write your answer here>

Electronic Commerce smartbuy®

Department of Services, Technology & Administration /eBusiness Solutions requires all SCCB suppliers to register with to facilitate smartbuy® NSW government agencies to view and purchase goods and services online. The Client Services Unit in the eBusiness Solutions provides support services for all suppliers in completing the supplier engagement process, thereby offering maximum exposure of suppliers items to the government market. The steps required for getting established in are outlined smartbuy® below.

The NSW Government has placed a heavy focus on the use of electronic procurement to move significant volumes of NSW Government purchasing through smartbuy®. If you require more information contact the NSW Procurement Client Support Centre on 1800 NSW BUY (679 289) or NSWP_Support@services.nsw.gov.au <MAILTO:NSWP_Support@services.nsw.gov.au>. smartbuy® enables eligible clients to electronically procure goods and services, generally on terms established in Government Contracts. It is intended that all goods and services provided under the Board's Agreements will be browsed, searched and where appropriate, purchased online via smartbuy®

All successful tenderers are required to accept Orders and other business documents and communications by electronic communication in accordance with the Electronic Transactions Act (NSW) 2000.

Participating in smartbuy®

Successful tenderers will be required to engage smartbuy® which is a three step exercise conducted by eBusiness Solutions. The first step for a successful tenderer is to register the organisation online, through the smartbuy® website.

The second step is for the nominated smartbuy® Supplier Administrator to complete smartbuy® training. This training is conducted by registering and completing the smartbuy® elearning program.

The final step is to have the catalogue content prepared, submitted, reviewed, confirmed and loaded into smartbuy® Catalogue content must be provided to smartbuy® in the electronic format specified by the Board.

Upon completion of the engagement process, the Supplier Administrator will be issued with a USERID and PASSWORD. This will provide access to their catalogue information as held in smartbuy® as well as their supplier's profile. Buyers will then be able to view and purchase these catalogued items held in smartbuy®.

Additional supplier establishment Requirements

In addition to enrolling in smartbuy®, as explained above, successful tenderer organisations will be required to:

- a) submit supplier profile information about themselves and the Goods/Services to which the Agreement applies, to eBusiness Solutions, and keep this information up to date;
- b) provide pricing/product information in the specified electronic format; the format and process will be provided to successful Tenderers at the time of notification of acceptance of their tender response.

smartbuy® Operational Requirements

The smartbuy® solution is comprised of a number of procurement applications and services including smartbuy® CONNECT. smartbuy® CONNECT is based on an IBM MQ Series platform, and is a full service B2B hub offering a wide range of integration, document transformation and trading partner management capabilities.

All electronic documents transmitted through smartbuy® TRADE are routed via smartbuy®

CONNECT. smartbuy® CONNECT may also be used for document transmission directly between Agencies and Contractors, without passing through smartbuy® TRADE. Part D outlines the Trading Channels supported by smartbuy® CONNECT for the transmission and receipt of electronic procurement documents. Successful tenderers must select a Trading Channel and meet the smartbuy® Channel Specification and adhere to the smartbuy® Document Specifications for that Trading Channel. For each electronic document implemented, Contractors must be capable of reading and actioning all mandatory and optional fields defined in the document specification

Question 7.10.2

If you are a successful tenderer, please nominate your preferred method of document transmission via smartbuy® CONNECT Trading Channels.

HTTPS/xCBL3.0
SFTP/CSV
Email/PDF
Fax/PDF

Answer 7.10.2

<type or write your answer here>

Question 7.10.3

Specify the type of business documents that you are able to send and receive by the Trading Channel specified in the previous question

What is your nominated method?	<input type="checkbox"/> PO
	<input type="checkbox"/> PO Change
	<input type="checkbox"/> PO Acknowledgement
	<input type="checkbox"/> Receipt
	<input type="checkbox"/> Receipt Change
	<input type="checkbox"/> Advanced Shipping Notice
	<input type="checkbox"/> Invoice
	<input type="checkbox"/> Technical Message Acknowledgement

Answer 7.10.3

<type or write your answer here>

Question 7.10.4

Invoices

It is a requirement that Successful Tenders provide electronic invoices to smartbuy®

for all purchases by all NSW Government agencies against this contract - irrespective of how the purchase order is received (for example, via fax, telephone, mail, vendor online ordering system, etc). Refer to Part D for details.

What is your nominated method?

- a HTTPS/xCBL3.0
- b FTP/Invoice
- c Web-Portal

Answer 7.10.4

<type or write your answer here>

Question 7.10.5

If you become a successful tenderer, you will be required to provide catalogue content information in the required electronic format.

Answer 7.10.5

Fully Comply
Do Not Comply

Short listed tenderers will be required to provide catalogue content in the required electronic format specified by the Board. This will allow purchasing to begin on the new contract from inception.

Should your organisation be short-listed for this contract, please confirm your acceptance of this catalogue content preparation requirement.

<type or write your answer here>

Question 7.10.6

I have read and understood the smartbuy® documents and agree to comply with all the requirements.

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

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

Do you fully comply, substantially comply or not comply?

Answer 7.10.6

<type or write your answer here>

Question 7.10.7

Successful tenderers will be required to engage smartbuy® which is a three step exercise conducted by eBusiness Solutions. The first step for a successful tenderer is to register the organisation online, through the smartbuy® website. Do you fully comply, substantially comply or not comply?

Answer 7.10.7

<type or write your answer here>

Question 7.10.8

In addition to engaging smartbuy® as explained above, supplier organisations will be required to:

- a) submit specified information about themselves and the Goods/Services to which the Agreement applies, to smartbuy® and keep this information up to date.
- b) provide pricing/product information in the electronic format required by the Board. This format will be provided to successful Tenderers at the time of notification of acceptance of their tender response

Do you fully comply, substantially comply or not comply?

Answer 7.10.8

<type or write your answer here>

Question 7.10.9

In helping the NSW Department of Services, Technology & Administration lead eProcurement adoption across NSW government through smartbuy®, please outline proposed initiatives that your organisation could implement to support and increase the volume of orders being transmitted through the smartbuy® CONNECT during the life of the contract.

Answer 7.10.9
<type or write your answer here>

Question 7.10.10

If you are a successful tenderer, you must accept orders placed by electronic communication in accordance with the Electronic Transactions Act (NSW) 2000. Do you comply with this Act?

Answer 7.10.10

Yes/No

Attached is a copy of the sample catalogue format that is indicative of the contract product information data required. Successful tenderers will be required to complete this document in the required electronic format when requested. This information may be changed from time to time throughout the contract period.

7.11 Worst Forms of Child Labour

Australia is a member of the International Labour Organisation (ILO) and has ratified the Worst Forms of Child Labour Convention, 1999 (ILO Convention 182) which requires each signatory to take effective measures to eliminate the worst forms of child labour, including the trafficking of children and the prevention of the use of child labour within each member country.

Question 7.11.1

Have your goods/services been produced using 'the worst forms of child labour' as defined under ILO Convention 182?

Answer 7.11.1

Yes/No

7.12 Other relevant policies (Not Used)

8. Compliance with relevant legislation and standards

8.1 Relevant Standards and Legislation

Provide details of any products tendered in regard to their compliance with relevant legislation and standards.

Question 8.1

Have your goods tendered been produced using the relevant legislation and standards ?

Answer 8.1

9. Compliance with other Board requirements (not used)

10. Previous contract experience and standard of performance

10.1 Previous contract experience

10.1.1 Provide details of any previous Standing Offer agreement(s) (Period Contract(s)) with the Board that you have been involved in during the past four years in the table below:

<type or write your answer below>

Contract No	Contract Name	Date commenced	Date finished (if applicable)

10.2 Previous experience in provision of Deliverables

Question 10.2.1

Demonstrated expertise and experience in the successful provision of goods and/or services on a similar scale to the Requirement (not for the provision of goods and/or services to the Board) is desirable. State the number of years in business providing these goods and/or services.

Answer 10.2.1

<type or write your answer here>

10.3 Previous performance of Standing Offer agreements

Question 10.3.1

If you have undertaken any previous Standing Offer agreements provide details of any assessment undertaken of your performance. If performance reports were prepared in respect of your performance, please provide copies.

Answer 10.3.1

<type or write your answer here>

10.4 Referees

Question 10.4.1

Please provide three (3) names and contact details of previous customers
<type or write your answer here>

Question 10.4.2

To assist in the evaluation of your Tender it may be necessary to seek information from organisations that have current experience with the Deliverables offered. Please provide details below of hospitals to which the Deliverables have recently been supplied and also those where recent in-services training has been undertaken. If possible, please also provide the names of appropriate contact persons with these organisations.

Answer 10.4.2
<type or write your answer here>

11. Other information required

11.1 Details of ownership

Question 11.1.1

If you are a company, please provide details of your ownership, that is, Australian, Overseas, name of each shareholder holding 20% or more of your issued share capital, paid-up capital and other relevant details.

Answer 11.1.1
<type or write your answer here>

Question 11.1.2

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

Answer 11.1.2

<type or write your answer here>

11.2 Contracting as agent/trustee

Question 11.2.1

If awarded the Standing Offer Agreement, do you intend to contract in your own right or as agent for some other entity or entities? If an agent, identify the principal who will be bound by the Deed of Agreement and any authority given by that principal to you to execute any such agreement as its agent.

Answer 11.2.1

<type or write your answer here>

Question 11.2.2

If awarded the Standing Offer Agreement, do you intend to contract in your own right or as trustee for some other entity or entities? If a trustee, provide a copy of the trust deed, set out the names of the trustees, and provide full details below of your capacity to enter any Deed of Agreement as a result of this RFT.

Answer 11.2.2

<type or write your answer here>

11.3 Current Legal Proceedings

Question 11.3.1

Are you or any of your directors or close associates currently, or have you, or have your directors or close associates been at any time within the last five years, the subject of any or any pending:

- (a) legal proceedings, including winding up or bankruptcy proceedings,
- (b) insolvency administrations or investigations; and/or
- (c) investigations by ICAC or any other public body?

Yes/No

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

Answer 11.3.1

<type or write your answer here>

11.4 Cataloguing (Not used)

11.5 Material Safety data sheets (Not used)

11.6 Dangerous goods (Not used)

11.7 Addenda to this RFT after issue

Question 11.7.1

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

Answer 11.7.1

Yes/No

Question 11.7.2

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

Answer 11.7.2

<type or write your answer here>

Question 11.7.3

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

Answer 11.7.3

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

Please attach any addenda issued during the Tender period at this point along with your company's responses to same

11.8 Further information

Question 11.8.1

Provide below any further information you believe is relevant to your Tender, and cross-reference to any clauses of this RFT if applicable.

Answer 11.8.1

<type or write your answer here>

11.9 Tender validity period

Question 11.9.1

Indicate below the period for which your Tender will remain valid for acceptance from the deadline for lodgement of tenders.

N.B. The minimum validity period is as stated in cl.4.10 of Part B

Answer 11.9.1

<type or write your answer here>

11.10 Statutory Declarations

Question 11.10.1

In submitting an electronic Tender, affirm below that you agree to provide any required statutory declaration in original hard copy as a precondition to the acceptance of your Tender.

Answer 11.10.1

Yes/No

If “No” give reasons below.

11.11 Supply of Australian Business Number

Question 11.11.1

If you do not currently have an ABN, state how and when you intend to obtain an ABN and register for GST.

N.B. Tenderers that do not have an ABN cannot enter into an agreement with the Board.

Answer 11.11.1

<type or write your answer here>

11.12 Conflict of Interests

Question 11.12.1

In lodging a tender to this RFT, are you aware of any real or perceived conflict of interests (including any relevant relationships) existing, which require your disclosure,

Answer 11.12.1

Yes/No

Question 11.12.2

If the answer is "Yes, disclose conflict of interest

12. Tenderer Identification Details

Question 12.1

Type or write your identification details in the attached spreadsheet.



G:\
ContractProjects_Sta

PART C2 Statement of Compliance with Specifications

Question 13

Do the tendered Deliverables for the 'ad hoc' products fully comply with Specifications (general description and industry standards of manufacture) ?

Yes/No

If **"No"** a full statement of deviations must be given, specifying the relevant clause/s or Deliverable/s and the extent of non-compliance to each.

Answer 13

<type or write your answer here>

Question 14

With regard to Department of Education & Training (DET) Whiteboards and unflued Gas Heaters only, do the tendered Deliverables fully comply with their Specifications ?

Yes/No

If **"No"** a full statement of deviations must be given, specifying the relevant clause/s or Deliverable/s and the extent of non-compliance to each.

Answer 14

<type or write your answer here>

Question 15

With regard to Housing NSW items only, do the tendered Deliverables fully comply with their Specifications ?

Yes/No

If **"No"** a full statement of deviations must be given, specifying the relevant clause/s or Deliverable/s and the extent of non-compliance to each.

Answer 15

<type or write your answer here>

PART C3 see Pricing Schedule

Refer Excel spreadsheet; file 0902799 Pricing Schedule - Final.xls

This file has three sheets:

1. Instructions
2. Planned Purchases
3. Adhoc Basket and Other Products

Please complete responses to the questions provided in the attached Excel Spreadsheet.

TENDERER'S INSTRUCTIONS FOR ELECTRONIC TENDERING

Remember to save the workbook often and check that your information has been saved properly.

DON'T insert or delete any columns in the sheet. Inserting or deleting columns in any sheet will corrupt your bids for all items in that workbook.

DO insert or delete rows wherever necessary. Tenderers should copy the appropriate row for each additional product they wish to offer at a particular RFT Item Number. This process may be repeated for the offering of multiple sizes or products etc. A separate bid must be made with a separate product code for each different size or product.

Tenderer Responsibilities

The tenderer has the responsibility to ensure the correctness of their answers/data.

Pricing Schedule :

Pricing Schedule is attached as Attachment 1 to Part C3.

PART C4 Selected Price Schedule (*not used*)

Part C5 Acknowledgment and Confirmation of Tender

Note to tenderers: If submitting an electronic Tender, complete cl.14.3.

14.1 Lodgement of a Tender will itself be an acknowledgment and representation by you that you are aware of the requirements of the Code; that you will comply with the Code; and that you agree to report to the Board any breaches of the Code for the duration of the Standing Offer agreement.

14.2

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

Print Name and Title

Signature of tenderer (if an individual, as identified in clause 12)

or

Signature of authorised officer of tenderer (as identified in clause 12)

or

Signature of partner completing tender on behalf of partnership (as identified in clause 12)

Question 14.3

If submitting an electronic Tender, do you acknowledge and accept that electronic submission in accordance with the requirements of the RFT and any conditions of the NSW Department of Services, Technology & Administration tenders web site is sufficient to verify and affirm that this is your Tender to supply the Deliverables at the prices tendered on the conditions contained in Part D, except as expressly amended in your Tender and that the information contained in your Tender is correct?

Note that such acknowledgment and acceptance is a necessary prerequisite to consideration of your Tender.

Yes/No

Print Name and Title



Services,
Technology &
Administration

NSW Procurement – Contracting Services is a Business Unit of the NSW
Department of Services, Technology & Administration

Dated: <Insert Date>

NSW STATE CONTRACTS CONTROL BOARD

and

<Insert Contractor name>

AGREEMENT (REQUEST FOR TENDER, PART D) FOR

Electrical & Gas Appliances and Presentation Equipment

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This Request for Tender document ("RFT") has been prepared by NSW Procurement – Contracting Services for the State Contracts Control Board for and on behalf of the Crown in right of the State of New South Wales. This RFT is protected by Crown copyright.

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

Other matters should be directed to:

Executive Director
NSW Procurement – Contracting Services
NSW Department of Services, Technology & Administration
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 8953
Fax: (02) 9372 7533

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THIS AGREEMENT executed by DEED is made on the _____ day of _____ 20__

BETWEEN

NEW SOUTH WALES STATE CONTRACTS CONTROL BOARD for and on behalf of the Crown in right of the State of New South Wales, of McKell Building, 2-24 Rawson Place, Sydney, in the State of New South Wales ("the Board").

AND

[.....name of contractor.....] of [.....address.....] ABN [insert ABN number] in the State of [.....] ("the Contractor").

BACKGROUND

- A. The Board issued the Request for Tender for the supply of the Deliverables.
- B. The Contractor submitted a tender that was accepted by the Board.
- C. The Board and the Contractor have agreed to enter into an Agreement for the supply of the Deliverables in the form of this Deed.

NOW THE PARTIES AGREE:

1 Interpretation

1.1 Definitions

"Administrators" means Personnel of the Contractor who are responsible for managing Authorised Users within its organisation and receiving notices sent by the Board for purposes of complying with the Contractor's smartbuy® obligations

"Agreement" means this Deed of Agreement including the Schedules and Part E, Special Conditions of Agreement, where applicable.

Agency Performance Indicator (API) means performance indicators in respect of the Contractor's performance of this Agreement and which are scored by the Customers.

"ANZ-SME Content": the value added content sourced from Australia or New Zealand based small and medium enterprises. ANZ-SME content includes ANZ value added in supply chains by SMEs where such value addition can be demonstrated. It excludes overseas-based value addition and/or imported content. Goods not manufactured in New Zealand but imported via New Zealand and offered in a tender are not considered ANZ goods.

"Applicable Discount" means an applicable discount in Schedule 3 Pricing, as varied from time to time in accordance with this Agreement, or any other Applicable Discount which may be offered by the Contractor from time to time.

"Authorised Users" means Personnel who the Contractor authorises to access and use smartbuy® on its behalf and who are given access to do so by the Board.

"Benchmark" means the independent company providing price benchmarking services in accordance with clause 5.6 and whose details are indicated in Schedule 1 item 4.

"Board's Material" means any material, document, or Information supplied by the Board, a Customer or any department or agency of the Crown to the Contractor by whatever means.

"Board's Delegate" means the Board's employee named in Schedule 1 item 11 responsible for the overall administration of this Agreement on behalf of the Board.

"Catalogue Information" means details and images and information about the Deliverables and pricing contained in a catalogue placed on smartbuy® by the Contractor or provided by the Contractor to the Board for such placement.

“Change in Control” means a circumstance in which control is or may be exercised over the Contractor:

- (a) through removal or appointment of directors of the Contractor;
- (b) by virtue of the direct holding of at least 15% of the voting shares in the Contractor or a holding company of the Contractor; or
- (c) by any other means whatsoever.

“Circumstances Beyond the Control of the Contractor” include:

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

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

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

“Consequential Loss” means any loss recoverable at law (other than loss arising in the usual course of things) which is:

- (a) consequential upon other loss;
- (b) a loss of opportunity or goodwill;
- (c) a loss of profits;
- (d) a loss of anticipated savings or business;
- (e) loss of value of any equipment,

and any costs or expenses in connection with the foregoing.

“Contract Material” means New Contract Material and Existing Contract Material.

“Contract Price” means the total amount payable by the Customer to the Contractor for the Deliverables ordered under a Customer Contract and calculated in accordance with clause 5.2.

“Contractor Information” means the information that must be provided by the Contractor in smartbuy® covering its own organisation and that of its Designated and Nominated Subcontractors and includes names, addresses and contact details.

“Contractor’s Cost Structure” means the Contractor’s overall cost structure comprising of individual cost components for each Category and/or Product listed in Schedule 3.

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

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

(h) any actions of a similar effect are taken.

“Customer” means the Eligible Customer that places the order with the Contractor under the Agreement.

“Customer Contract” means the contract that is made between the Contractor and a Customer when that Customer places an order.

“Deed” means a form in which a contract or agreement can be recorded which requires execution under the parties’ seal.

“Deliverables” means the goods/products (and associated services, if any) to be supplied by the Contractor as listed in Schedule 3.

“Designated Subcontractors” means the comprehensive list of subcontractors, resellers and distributors that the Contractor will use for the purposes of this Agreement and named in smartbuy® as such.

“Eligible Customer” means

- (a) a public sector agency as defined in the *Public Sector Management (Goods and Services) Regulation 2000 (NSW)*;
- (b) a public body as defined by clause 18(4) of the *Public Sector Management (Goods and Services) Regulation 2000* being:
 - (i) a government trading enterprise (including a State owned corporation);
 - (ii) a public or private hospital (including an area health service);
 - (iii) a local government agency;
 - (iv) a charity or other community non-profit organisation;
 - (v) a public or private school or a college or university;
 - (vi) a public authority of this State, the Commonwealth or of any other State or Territory;
 - (vii) a contractor to a public authority (but only in respect of things done as such a contractor);
- (c) a Nominee Purchaser provided that it satisfies the requirements of clause 3.6; and
- (d) such other persons or entities, which the Board may from time to time in its discretion, determine through a customer registration process.

“Existing Contract Material” means any material which is existing at the date of this Agreement and which may be incorporated in to the New Contract Material.

“Externally Hosted Catalogue” means Catalogue Information hosted in a system other than smartbuy®’s physical infrastructure which is accessible via smartbuy®.

“Financial Security” means the security in the amount and form specified by the Board set out in item 10 of Schedule 1.

“Free to Desktop” means free delivery to individual floors, departments and sections of a department and is the basis for purchase of products under which the Contractor is responsible for supply, delivery, insurance and off loading of products at the Customer’s individual points of acceptance within a building, location, or site.

“FREE-INTO-STORE (FIS)” means free into store and is the basis for purchase of products under which the Contractor is responsible for supply, delivery, insurance and off loading of products at the Customer’s premises at the point of acceptance.

“Guaranteed Delivery Time” means the guaranteed time for the supply of the Deliverables as specified in Schedule 2 of this Agreement, or such earlier time as may be agreed by the Customer and the Contractor in respect of a particular Customer Contract.

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

“Intellectual Property” includes copyright, patent, trademark, design, semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing in Australia, whether created before or after the date of this Agreement.

“Key Performance Indicators” means performance indicators in respect of the Contractor’s performance of this Agreement, and which are scored by the Board.

“Key Personnel” means the personnel of the Contractor specified in Schedule 1 item 13.

“Management Fee” means the fee payable by the Contractor to the Board in accordance with clause 9.

“Minimum Order Quantity” means the minimum quantity of each Deliverable ordered by a Customer, given in Order Units.

“New Contract Material” means any material brought into existence as part of, or for the purpose of providing the Products including records, documents and Information stored by any means.

“Nominated Subcontractors” means a subcontractor nominated by the Board that must be used by the Contractor and indicated in smartbuy® as such.

“Nominee Purchaser” means a contractor to a Public Sector Service agency, nominated by the Public Sector Service agency authorised to place Customer Contracts under Agreements for things done as such a contractor and registered by NSW Procurement – Contracting Services.

“NON FREE-INTO-STORE (NFIS)” or **“Ex Factory”** or **“Ex Works”** is the basis for purchase of Deliverables under which the Contractor is responsible only for providing the products in a suitable condition for transport to a single delivery point within the Greater Sydney Metropolitan Area. The Customer is responsible for transport, insurance, unloading and assembly if necessary from the on-line delivery point.

“NSW Procurement – Contracting Services” means a business unit of the NSW Department of Services, Technology & Administration, representing the Board and authorised to arrange and administer contracts on behalf of the Board.

“Order Units” means the unit(s) used when ordering Deliverables from the Contractor. An Order Unit may be “each”, “per box”, “per carton” or some other unit.

“Overall Performance Indicators” means the holistic performance indicators used by the Board to measure the performance of the Contractor under this Agreement and comprise indicators scored by the Customers (i.e. API) and the Board (KPI).

“Payment Period” means each period nominated in item 6 of Schedule 1 commencing from the first Customer Contract formed and continuing until the expiration or termination of all Customer Contracts..

“Parties” means the Board, Contractor, and the Customer.

“Personal Information” has the same meaning as in Privacy and Personal Information Protection Act 1998 (NSW).

“Personnel” of a Party means;

- (a) the officers, employees, agents and contractors of the Board and the Customer,
- (b) in the case of the Contractor, includes subcontractors, resellers, distributors, i.e. Designated Sub-Contractors (and Nominated Subcontractors) in smartbuy®; and

“Price” means the price payable for a Deliverable as set out in Schedule 3 and, where relevant, means the price inclusive of any Applicable Discount specified in Schedule 3.

“Price Schedule” means Schedule 3 to this Agreement and/or variations made to it in accordance with this Agreement.

“Public Service” has the same meaning as that given to it in the *Public Sector Employment and Management Act 2002* (NSW).

“Public Sector Service” has the same meaning as that given to it in the *Public Sector Employment and Management Act 2002* (NSW).

“Relationship Manager” means the Contractor’s employee named in Schedule 1 item 13.

“Request for Tender” means the request for tender issued by the Board, consequent to which this Agreement was awarded to the Contractor for the supply of the Deliverables.

“Schedule” means a schedule to this Agreement.

“Service Levels” means the service levels which need to be met by the Contractor under this Agreement in accordance with Schedule 8.

“smartbuy®TRADE” means an entry level product for organisations new to eProcurement. It delivers a single source, easy to use, electronic product and service ordering system.

“smartbuy® CONNECT” means the electronic document exchange providing the security, connectivity, transformation, and trading partner management services.

“SME”: small and medium enterprise(s). For the purposes of *Local Jobs First Plan*, the term ‘SME’ refers to small and medium enterprises from NSW, other States and Territories of Australia or New Zealand, with up to 500 full time equivalent employees. For this definition of SME, grouping provisions apply. If the SME is controlled by another legal entity (e.g. a Parent Company), the 500 employee figure is aggregated across both entities. i.e., subsidiaries of larger companies are classified according to their parent company employee levels.

“SME Participation Plan (SMEPP)”: a plan submitted by tenderers in response to a tender. A SMEPP describes the nature of, or proposed nature of, tenderer’s engagement with ANZ-SMEs. An important aspect of SMEPPs is SME capability development.

“Statement of Requirements” means the detailed description of the Deliverables to be provided under this Agreement in Schedule 2.

“Standards” means Australian Standards, where such exist and are applicable to the Deliverables, and includes international standards in the event of the lack of an applicable Australian Standard.

“State Contracts Control Board” means the State Contracts Control Board established by the *Public Sector Employment and Management Act 2002* and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

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

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

“Substantial Breach” means:

- (a) in the case of this Agreement and a Customer Contract, a substantial breach of a condition of this Agreement or a Customer Contract by the Contractor and includes any breach of the following clauses:

- (i) clause 3.6.3 (Nominee Purchaser),
- (ii) clauses 5.1 to 5.10 (Pricing),
- (iii) clause 8.3 (Punctual Delivery) without being granted an extension of time under clause 8.4,
- (iv) clause 9 (Management Fee),
- (v) clause 10 (Confidentiality),
- (vi) clause 12.5 (Compliance with Laws and Standards),
- (vii) clause 12.6 (Minimum Insurance Requirements),
- (viii) clause 12.12 (Financial Security)
- (ix) clause 13.1 (Service Levels),
- (x) clause 13.5.1 (minimal or nil sales returns),
- (xi) clause 18.1 (No Assignment or Novation); and
- (xii) clause 18.2 (Conflicts of Interests).

“Term” means the period of this Agreement, set out in item 2 Schedule 1 and any extension of the Term in accordance with clause 2.2.

“Transaction” means any use of smartbuy® including sale or purchase of Deliverables available through smartbuy®.

“Transaction Data” means any data created or generated or derived from the use of smartbuy® by any participant in smartbuy® including any data about the purchase or sale of Deliverables that any participant in smartbuy® makes available or transmits to or through smartbuy® and includes any information which may identify the Customer from the smartbuy® database.

“Transition Plan” means the Contractor’s plan in Schedule 2 for ensuring successful transition to this Agreement.

“UNSPSC” means United Nations Standards Products & Services Code, being a coding system which classifies both products and services for use on a global basis.

“Warranty Period” means, in relation to a particular Product, the period of warranty of that Product specified in Schedule 2.

1.2 Rules for interpreting this Agreement

1.2.1 Headings are for convenience only, and do not affect the interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

1.2.2 A reference to:

- (a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (b) software, document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;
- (c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
- (d) anything (including a right, obligation or concept) includes each part of it.

1.2.3 Where:

- (a) the Contractor consists of more than one person or corporation, this Agreement binds each of them separately and any two or more of them jointly and severally;

- (b) an obligation, representation or warranty made by the Contractor in this Agreement shall bind each person or corporation separately and jointly and each person or corporation shall alone be responsible for the performance of every obligation, representation or warranty contained in this Agreement.
- 1.2.4 A singular word includes the plural, and vice versa.
- 1.2.5 A word which suggests one gender includes the other genders.
- 1.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.
- 1.2.7 The Parties may undertake business by the electronic exchange of information and the provisions of this Agreement will be interpreted to give effect to undertaking business in this manner.
- 1.2.8 In the event of any ambiguity, discrepancy or inconsistency in interpreting any term or terms of this Agreement, the order of priority in the interpretation of such term or terms will be in the order of:
 - (a) Part E, Special Conditions to this Agreement,
 - (b) Schedule 6 to this Agreement;
 - (c) The terms and conditions of this Agreement;
 - (d) Schedule 1 and 2 to this Agreement;
 - (e) Any other Schedules to this Agreement;
 - (f) The Customer Contract;

2 Term

2.1 Duration

- 2.1.1 This Agreement commences on the commencement date specified in item 2 of Schedule 1 and expires on the expiry date specified in the same item 2, unless sooner terminated in accordance with this Agreement.

2.2 Extension

- 2.2.1 The Board may in its sole discretion extend this Agreement for the period or periods specified in item 2 of Schedule 1.

3 Formation

3.1 Nature of the Agreement between the Board and the Contractor

- 3.1.1 This Agreement describes the terms and conditions between the Board and the Contractor under which the Contractor agrees with the Board that it will supply the Deliverables to Customers.
- 3.1.2 This Agreement constitutes the entire Agreement between the Parties. Any prior arrangements, Agreements, representations or undertakings are superseded.
- 3.1.3 The Parties agree that any Customer, although not a Party to this Agreement, may take the benefit of, and enforce, this Agreement in its own name.

3.2 No Assurance of Orders and Non-Exclusive Supply

- 3.2.1 This Agreement does not:
 - (a) imply that the Contractor will receive any orders for the Deliverables,
 - (b) imply that the Contractor is the exclusive provider of the Deliverables to the Customer; or

- (c) oblige any Customer to place a Customer Contract for the Deliverables with the Contractor.

3.2.2 The Contractor acknowledges that the Board may, from time to time, in its discretion, appoint other suppliers under an agreement to supply the Deliverables and that the Contractor will make no objection to such appointment.

3.3 Customer Contract

3.3.1 The Contractor agrees that each time a Customer places an order a separate Customer Contract is formed. The terms and conditions of the Customer Contract are those appearing in:

- (a) this Agreement, any variations thereto, including any Schedules; and
- (b) the order.

3.4 Provisions of Agreement to apply to the Customer Contract

3.4.1 The provisions of this Agreement apply to the Customer Contract as if they were repeated in the Customer Contract.

3.4.2 Provided that in respect of the Customer Contract, “Agreement” and “Board” wherever appearing in the clauses described above shall be read as “Customer Contract” and “Customer” respectively.

3.5 Contractor must supply to all Customers

3.5.1 If a Customer enters into a Customer Contract with the Contractor during the Term, the Contractor must supply the required Deliverables to the Customer on the terms and conditions of the Customer Contract and in accordance with this Agreement.

3.6 Nominee Purchasers

Subject to clause 3.6.3, the Contractor must satisfy any Customer Contract placed under this Agreement by a Nominee Purchaser, provided that the Nominee Purchaser provides in its Customer Contract:

- (a) its NSW Procurement – Contracting Services Registration Number;
- (b) the identity of the Eligible Customer nominating it;
- (c) the Agreement Number, name and location of the contract in respect of which the purchase is being made;
- (d) a statement that the Deliverables ordered are related to carrying out its obligations with the Eligible Customer; and
- (e) any other requirements in clause 8.1.2 of this Agreement applicable to Nominee Purchasers as determined by the Eligible Customer.

3.6.2 If at any time during the Term of this Agreement, the Contractor wishes to restrict its dealings with a Nominee Purchaser, the Contractor shall so request in writing to the Board. The Board may approve the request if there are genuine commercial reasons for the Contractor's request. If approved by the Board, the details of the restrictions will be included in item 3, Schedule 1.

3.6.3 Where the Board does not approve a request of the Contractor under clause 3.6.2 and the Contractor refuses to deal with a Nominee Purchaser, the Board may consider it a Substantial Breach of this Agreement.

3.6.4 The Contractor may at any time lift the restrictions it has sought to be placed on its dealings with a Nominee Purchaser and shall notify the Board accordingly.

- 3.6.5 If the Contractor makes a supply under the Agreement to an entity purporting to be a Nominee Purchaser, the Contractor is taken to be satisfied that the supply is properly made under this Agreement.

3.7 Supply through Designated and Nominated Subcontractors

- 3.7.1 The Contractor must supply the Deliverables directly to Eligible Customers or through the Designated and Nominated Subcontractors indicated in smartbuy® in accordance with Schedule 6.
- 3.7.2 If an order is placed by a Customer on a Designated or Nominated Subcontractor, the Contractor is deemed to have entered into a Contract with the Customer.
- 3.7.3 The Contractor must ensure that its Designated and Nominated Subcontractors supply the Deliverables in accordance with the terms of this Agreement.
- 3.7.4 The Contractor must ensure that the Designated Subcontractors in smartbuy® are current and up to date. In the event of a change being required to smartbuy®, as a result of an addition or deletion of a Designated Subcontractor, the Contractor must give notice to the Board within 7 days of such event, in order that smartbuy® can be updated in a manner and format as required by the Board.
- 3.7.5 The Contractor's obligations under this Agreement are not affected in any way by the supply through Designated and Nominated Subcontractors.

4 The Deliverables

4.1 List of Deliverables

- 4.1.1 The Deliverables to be supplied by the Contractor under this Agreement are listed in Schedule 3.

4.2 Variation of Deliverable Description

- 4.2.1 The Contractor must notify NSW Procurement – Contracting Services in writing as soon as practicable of any variation to the description of a Deliverable offered in Schedule 3.
- 4.2.2 A variation under clause 4.2.1 may include a variation to the description of the number or name of the Deliverable but excludes a variation:
- (a) to the Price of the Deliverable;
 - (b) that modifies or upgrades the Deliverable; or
 - (c) that introduces a new Deliverable to Schedule 3.
- 4.2.3 NSW Procurement – Contracting Services will notify the Contractor of its acceptance or rejection of the variation to the description of a Deliverable. If the variation is accepted, it shall be taken to be incorporated into Schedule 3.

4.3 Improvements to Deliverables

- 4.3.1 If during the Term the Contractor makes Deliverables available on a general commercial basis that:
- (a) are modified versions or upgrades of a Deliverable; or
 - (b) have a function or purpose similar to that performed by a Deliverable ; or
 - (c) have a new function or purpose consistent with the nature of the Deliverable ,

then the Contractor must offer the Board the same Deliverable under this Agreement within 30 days of such Deliverable being available on a general commercial basis.

- 4.3.2 The Deliverable offered by the Contractor under clause 4.3.1 will form part of Schedule 3 when the Board notifies its acceptance of the offer. Prior to accepting or rejecting the Contractor's offer, the Board may request the Contractor to provide any further data reasonably required within 14 days to enable the making of an informed decision on the offer. The Contractor must supply the data within the nominated time frame.
- 4.3.3 In the event that the Board has not notified the Contractor of its acceptance of the Contractor's offer within 30 days, the offer will be deemed not to have been accepted by the Board.

5 Pricing

5.1 Contractor's Obligations

- 5.1.1 The Contractor must supply the Products on the basis of the Prices in Schedule 3.

5.2 Calculating the Contract Price

- 5.2.1 The Pricing for the Products in Schedule 3, includes all applicable levies, duties, taxes, insurances, packaging, imposts, overheads and profits, any Applicable Discounts, but is exclusive of GST.

5.3 Conduct of Price Negotiations

- 5.3.1 Subject to clause 5.2, the Board or the Customer may request and accept quotations or negotiate and agree pricing with the Contractor to supply the Deliverables at a price more favourable than the Price in Schedule 3 of this Agreement.

5.4 Price Variation

- 5.4.1 The Contractor may not seek to vary the Price of a Product and/or Category listed in Schedule 3 except in accordance with the frequencies and methodology indicated in Schedule 3. Subject to the Contractor having provided the Board with sufficient documentation to justify the application and subject to clause 13.1.2(a), the Board may in writing, approve the application within 30 days of lodgement.
- 5.4.2 Price variations approved by the Board shall apply to all Customer Contracts made on or after the date upon which the Board publishes the varied price on smartbuy®.
- 5.4.3 Where the Price variation is accepted, Schedule 3 will include the varied Price. The varied Price becomes the basis from which any future applications for Price variations will be calculated.
- 5.4.4 The Board reserves the right to delete a Product and/or Category from Schedule 3 if it considers a Price variation application to be unreasonable.
- 5.4.5 Notwithstanding any other provision in this Agreement, the Contractor must advise in writing to the Board any decrease in its Prices at any.

5.5 Transparency of the Contractor's Cost Structure

- 5.5.1 The Parties acknowledge that this Agreement is based on a transparent and open approach to the Contractor's Cost Structure. Where the Contractor's Cost Structure of any Category and/or Product undergoes any change to that specified in Schedule 3, the Contractor must notify the Board within 15 days of the change.
- 5.5.2 If requested by the Board, the Contractor must provide details of its cost prices and margins, and copies of invoices from its own subcontractors (including any sub suppliers) for specified Categories and/or Products during a specified period and the Contractor must ensure that the Contractor is able to comply with this clause for the Term (including not

entering into any confidentiality agreements which prevent compliance with this clause).

5.6 Benchmarking

- 5.6.1 Throughout the Term of this Agreement the Contractor must ensure that the Price of each Product remains competitive to the prices of the same or similar products available in the market place.
- 5.6.2 For the purposes of determining whether the Prices under this Agreement are competitive, the Board may at any time after the first anniversary of the Agreement commencement date indicated in Schedule 1 item 2, and at 12 monthly intervals thereafter, engage the services of the Benchmark indicated in Schedule 1 item 4. The Benchmark will review whether the Price of those Categories and/or Products in Schedule 3 as nominated by the Board, are competitive when compared to Prices of such Categories and/or Products supplied under comparable arrangements including arrangements for the supply to the private sector.
- 5.6.3 The Contractor must give proper and considered weight to any recommendation that the Benchmark may make with respect to whether the Prices are competitive and take prompt appropriate action to vary its Prices.
- 5.6.4 The costs of the Benchmark will be based on the rates specified in Schedule 1 item 4 and will be paid for as follows:
 - (a) Where the Prices of any Services (as nominated by the Board), are higher than the average industry price, the full costs of the Benchmark must be met by the Contractor;
 - (b) Where the Prices of any Services (as nominated by the Board), are lower than the average industry price, the full costs of the Benchmark will be met by the Board.

5.7 Rebates

- 5.7.1 The Contractor warrants that if at any time during the Term of this Agreement, it receives any rebate, discount, commission or other subsidy on any Product that it purchases from its subcontractors or other third party suppliers, the benefit of such rebate, discount, commission or subsidy will be directly passed on to Customers under this Agreement.

5.8 Bulk Purchase Discounts

- 5.8.1 If the volume to be purchased by Customers of any Category or Product under this Agreement increases or is anticipated to increase, the Board may negotiate a Price reduction or an increase in the Applicable Discount from the Contractor.
- 5.8.2 The Parties agree that the new Price or the new Applicable Discount under clause 5.8.1 shall be taken to be a variation of the Agreement in accordance with clause 7.

5.9 Continuous Best Price

- 5.9.1 Notwithstanding any other clause in this Agreement, where the Board has been able to confirm that the market pricing for any Deliverable in Schedule 3 is consistently more competitive than under this Agreement, the Board will provide the Contractor with reasonable evidence of such market situation and request the Contractor vary its Prices to align with the market.
- 5.9.2 Where the Contractor offers more favourable prices to any other purchaser of similar Deliverables in NSW purchased in similar circumstances by a Customer, including volumes (where Price is volume dependent), timing and terms and conditions where they have a substantial impact on price, it must promptly make the more favourable price available to all comparable

Customers entitled to the benefit of this Agreement for future orders, and amend Schedule 3 by providing a specific addendum to Schedule 3 listing the price variation and customers entitled to receive it.

5.10 Goods and Services Tax

5.10.1 In this clause and Agreement:

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

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

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

5.10.2 The Contractor must hold an Australian Business Number (ABN) and be registered for GST.

5.10.3 Every invoice issued by a person making a Supply must be in the form of, or be accompanied by, a valid Tax Invoice. No amount is payable until a valid Tax Invoice is received.

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

5.10.5 Any contract entered into by a Party to this Agreement with a third party which involves a Supply being made, the cost of which will affect the cost of any Supply made under or in connection with this Agreement, must include a clause in equivalent terms to clause 5.10.4.

5.10.6 The Parties agree that this clause will apply to the Management Fee payable by the Contractor to the Board.

6 Payment

6.1 Payment of Contract Price

6.1.1 Subject to clause 6.2 and in consideration of the Contractor providing the Deliverables under this Agreement, the Customer shall, subject to the terms and conditions of the Customer Contract, pay the Contractor the Contract Price in the amounts set out in the Customer Contract in accordance with this clause 6.

6.1.2 Failure by any Customer to pay the Contract Price at the due time will not be grounds to avoid performance of the Customer Contract and will not be grounds to avoid performance of this Agreement (including without limitation, the obligations to pay management fee to the Board).

6.2 Invoices and Time for Payment

6.2.1 All claims for payment made by the Contractor shall be in the form of a Tax Invoice and the tax invoice shall include and be substantiated by an itemised details of the account and the Contractor shall provide any further details in regard to the account that are reasonably requested by the Customer, including but not limited to consolidated monthly invoicing on behalf of its branches/business units.

6.2.2 Subject to this clause 6.2, the Customer shall make payment within 30 days from the end of the month after receipt of a valid Tax Invoice and documents necessary to evidence delivery to the Customer.

6.2.3 The parties agree the making of a payment is not intended to be an acknowledgment that the Deliverables have been supplied in accordance with the Customer Contract.

- 6.2.4 If the Customer disputes an invoice amount the Customer shall certify the amount it believes is due for payment and shall pay that amount and the liability for the balance of payment shall be determined in accordance with the Customer Contract.
- 6.2.5 The Contractor will not be entitled to any credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment by any Customer of money becoming due for the supply of the Deliverables.

6.3 Set-Off/Money Recoverable by Customer

- 6.3.1 The Customer may deduct from amounts which may be payable or which may become payable to the Contractor, any amount due from the Contractor to the Customer in connection with the supply of the Deliverables.
- 6.3.2 Without limiting clause 6.3.1, any damages, costs and expenses recoverable by the Customer from the Contractor in consequence of the Contractor's breach of the Customer Contract may be deducted from money then due to the Contractor under the Customer Contract. If that money is insufficient for that purpose, the balance remaining unpaid will be a debt due by the Contractor to the Customer and may be:
- (a) set off against any other money due to the Contractor by the Customer under this or any other Agreement between the Customer and the Contractor; or
 - (b) recovered from the Contractor by the Customer in an appropriate court.
- 6.3.3 For the purposes of this clause, the Board may act for and on behalf of any Customer for the purpose of assessing and certifying any damages, losses, costs and expenses sustained or incurred by the Customer as a result of the breach of the Customer Contract.

6.4 Suspension of Payments

Should the Contractor refuse or neglect to carry out the instructions or requirements of the Board in regard to any matter connected with this Agreement, a Customer may, when directed by the Board, suspend all payments to the Contractor until such instructions or requirements have been complied with by the Contractor and in complying with a direction of the Board, the Customer shall not be in breach of this Agreement or any Customer Contract.

7 Variations

7.1 Variations to Agreement

- 7.1.1 This Agreement may not be varied except in writing signed by both the Board and the Contractor.
- 7.1.2 At any time during the Term of this Agreement, the Board may, as variations to this Agreement, negotiate with the Contractor to include new items as Products in Schedule 3, being items which are logical inclusions to the overall Categories covered by this Agreement but were not included in the Board's Request for Tender.

7.2 Restricted Tenders to Increase Contractors

- 7.2.1 The Board may at any time during the Term of this Agreement, conduct a restricted tender for the purpose of increasing the number of Contractors for Categories covered by the Request for Tender, but not included in this Agreement. Evaluation criteria for such restricted tender will be similar to those used to evaluate the Request for Tender. Should the Contractor be successful in being awarded additional Categories, it will be treated as a variation to this Agreement.

- 7.2.2 Nothing in clause 7.1.2 allows the variation of this Agreement by the adding of separate Categories and discrete Products within such Category into this Agreement if such Category and or/Product was not included in the Board's Request for Tender.

8 Delivery

8.1 Customer Contracts

- 8.1.1 The Contractor must not supply the Deliverables unless the Customer issues a Customer Contract. Such Customer Contracts may be made by:
- (a) Written request to the Contractor by facsimile, email or by hand, containing the details outlined in clause 8.1.2;
 - (b) Electronic issue in accordance with the Customer's and/or the Contractor's ordering system and this Agreement;
 - (c) Any other method required by the Customer which is in keeping with the NSW Government's financial and audit policies.
- 8.1.2 A Customer Contract in whichever form it is issued, must provide the following details:
- (a) a description of the Deliverables;
 - (b) the Price for the Deliverables;
 - (c) this Agreement reference number;
 - (d) delivery date;
 - (e) delivery site;
 - (f) name of officer placing the Customer Contract;
 - (g) NSW Department of Services, Technology & Administration Customer Number; and
 - (h) address to which the Contractor's invoice is to be sent for payment.
- 8.1.3 If the Customer Contract is issued in incomplete form, the Contractor must notify the officer placing the Customer Contract of the details required under clause 8.1.2 that have not been provided prior to supply of the Deliverables which are the subject of the Customer Contract.

8.2 Contractor to Fulfil all Customer Contracts

- 8.2.1 The Contractor must fulfil all Customer Contracts placed by Eligible Customers during the Term in accordance with this Agreement and the Customer Contract.
- 8.2.2 A Customer may place a single Customer Contract for the Deliverables to be supplied in a single delivery, or a single Customer Contract to be supplied in multiple deliveries, i.e. "Blanket Orders".

8.3 Punctual Delivery

- 8.3.1 The Contractor must deliver the Products within the specified Guaranteed Delivery Times in Schedule 2, or by the delivery times specified in the Customer Contract.
- 8.3.2 As soon as practicable after becoming aware of any matter which is likely to change or which has changed the time for delivery, the Contractor must notify the Customer in writing of the circumstances which the Contractor considers will give rise to the delay, and the extent or likely extent of the delay.

8.4 Extension of Time

- 8.4.1 Where there is likely to be a delay in the Contractor discharging an obligation under this Agreement because of a Circumstance Beyond the Contractor's Control (other than a circumstance arising out of any act or omission on the part of the Contractor), the Contractor will:
- (a) within 3 days of becoming aware of the possibility of such a delay, notify the Customer, in writing of the circumstances which the Contractor considers will give rise to the delay, and the extent or likely extent of the delay and strategies proposed to manage the consequences of the delay; and
 - (b) request a reasonable extension of time.
- 8.4.2 The Customer may consent to a request for extension of time under this clause 8.4.2 provided that:
- (a) the Contractor uses its best endeavours to minimise the delay and recover lost time; and
 - (b) where appropriate, the Contractor provides the Customer with a plan indicating in detail the steps the Contractor proposes to take to minimise the impact of the Circumstance Beyond its Control.
- 8.4.3 The Customer may terminate the Customer Contract in accordance with clause 17.1 if the delay continues beyond the time consented to in this clause 8.4.
- 8.4.4 The Contractor will not be entitled to any increase in the Contract Price or damages, costs or expenses in connection with the delay.

8.5 Packaging

- 8.5.1 The Contractor must ensure that all Deliverables are properly, safely and securely packaged and labelled for identification and country of origin.

8.6 Expenses of Delivery

- 8.6.1 The Contractor must pay for all packaging, freight, insurance, and other charges, in connection with the delivery of Deliverables, and the return of Deliverables wrongly supplied except where it is expressly provided in this Agreement.

8.7 Delivery and Acceptance

- 8.7.1 The Contractor must deliver the Deliverables to the place or places and within the Guaranteed Delivery Time and shall obtain a receipt of their delivery.
- 8.7.2 Delivery and receipt of the Deliverables shall not be taken to be an acceptance of the Products by the Customer.
- 8.7.3 Delivery may be either Free to Desktop, Free-Into-Store (FIS) throughout NSW and the ACT or Non-Free-Into-Store (NFIS) in accordance with Schedule 2 and in accordance with the Minimum Order Quantity specified by the Customer. Where the contract is awarded on the basis of NFIS pricing, the Contractor must hand over Products to the third party for delivery, as arranged by the Customer.
- 8.7.4 If the Contractor is unable to provide the Deliverables for any reason, the Contractor must arrange for the supply of equivalent items from an alternative supplier within the Guaranteed Delivery Time. The Contractor is to liaise with the Customer to ensure that the alternative item is acceptable and meets the Customer's needs. Any additional cost in arranging an alternative supply is to be borne by the Contractor.

- 8.7.5 The Contractor will replace Deliverables at no cost (including freight and handling charges) where stocks are delivered with unreasonably short use-by dates.

8.8 Rejection of Deliverables

- 8.8.1 The Customer may reject Deliverables which are not in accordance with the Customer Contract.
- 8.8.2 Upon rejection of any Deliverables the Customer shall notify the Contractor and may direct that the rejected Deliverables be removed and replaced or rectified at the Contractor's risk and expense within such reasonable time as the Customer may direct.
- 8.8.3 If the Contractor fails to remove or rectify the rejected Deliverables within the time directed, the Customer may have the rejected Deliverables re-delivered at the Contractor's risk and expense.
- 8.8.4 Where the Contractor fails to deliver the Deliverables within the Guaranteed Delivery Time, or such other time agreed by the Customer, or where Deliverables are rejected and the Contractor fails to replace the rejected Deliverables in conformity with the Agreement, the Customer may:
- (a) purchase from another supplier substitute Deliverables of the kind and quality ordered; or
 - (b) where it is not possible or practicable to purchase from another supplier substitute Deliverables of the kind and quality ordered, the Customer may purchase Deliverables of a superior kind and quality to the Deliverables under this Agreement.
- 8.8.5 In both cases listed in clause 8.8.4 any extra cost or expense incurred over and above the Contract Price, shall be a debt due from the Contractor to the Customer.

8.9 Risk and Title

- 8.9.1 Title in the Deliverables shall pass to the Customer on satisfactory delivery to the Customer, as evidenced by the signature on the delivery docket of a duly authorised representative of the Customer. Such signature is not an acknowledgement of the acceptability of the Deliverables. Notwithstanding that the Customer has taken delivery, the Contractor will remain liable for any loss or damage to the Deliverables, which may have occurred prior to delivery, and for any non-compliance of the Deliverables with the Customer Contract.

9 Management Fee

9.1 Administration of Management Fee

- 9.1.1 The Contractor must pay to the Board a Management Fee in accordance with this clause.
- 9.1.2 The Contractor shall act in good faith in respect of all its obligations under this clause 9.1 and shall use its best endeavours to ensure that the obligations imposed on it in relation to the Management Fee are met including ensuring that:
- (i) all Eligible Customers use an Order for placing orders for Deliverables;
 - (ii) the Contractor, its agents, Designated and Nominated Subcontractors sell the Deliverables to Eligible Customers on the terms and conditions of this Agreement.
- 9.1.3 The Management Fee is the GST-exclusive cost of the Deliverables supplied to a Customer, multiplied by the percentage shown in Item 5 of Schedule 1 (the Management Fee Rate), plus the GST payable on this

amount. The Management Fee is payable where the supply of Deliverables to the Customer was made under this Agreement.

- 9.1.4 The amount of the Management Fee will not under any circumstances be shown as a separate charge in any quote or invoice to a Customer.
- 9.1.5 The Parties agree that for the purpose of determining if an Order has been placed under this Agreement the following criteria shall apply, whether or not a customer number is quoted:
- (i) All New South Wales government departments and agencies are Eligible Customers and are required to place their Orders under this Agreement;
 - (ii) All other Eligible Customers located in or affiliated with New South Wales, including State owned corporations, councils established under the Local Government Act 1993 and not for profit organisations, will be treated as having placed their Orders under this Agreement unless the Contractor can provide evidence to the satisfaction of the Board that the purchase was made under another contract between the Eligible Customer and the Contractor;
 - (iii) All Eligible Customers not located in or affiliated with New South Wales, including other State and Territory governments and the Commonwealth, will be treated as having placed their Orders under this Agreement only where they have so advised the Contractor at the time of placing their Order. The Board otherwise bears the onus of establishing that any such orders were placed under this Agreement.
- 9.1.6 All orders placed by an Eligible Customer (as described in clause 9.1.5(i) and (ii)) for Deliverables, howsoever placed, shall be treated as Orders placed under this Agreement, unless the Contractor can provide evidence to the reasonable satisfaction of the Board that the order was placed under another contract between that Eligible Customer and the Contractor. Further, the Contractor agrees to ensure that all Eligible Customers (as described in clauses 9.1.5(i), (ii), or (iii)) submit an Order in the required form in respect of all Deliverables acquired in accordance with this Agreement.
- 9.1.7 The Contractor agrees that the Management Fee payable has been allowed for in the Prices specified in the Price Schedule together with all costs associated with its calculation and proof of payment of the Management Fee and compliance with this clause 9.1.
- 9.1.8 Within 30 days of the end of each Payment Period, the Contractor shall provide electronically through smartbuy® to the Board a sales report ("the Report") which relates to the relevant Payment Period reporting the:
- (a) total amount, exclusive of GST, all Customers are liable to pay in respect of all Deliverables invoiced by or on behalf of the Contractor, to Customers under the Agreement;
 - (b) the sales information as set out in Item 7 of Schedule 1 ("the Sales Information"); and
 - (c) such other relevant information as the Board may, by notice in writing to the Contractor, reasonably require.
- 9.1.9 In the event that the Contractor does not complete a Report within 30 days of the end of a Payment Period, the Contractor will be liable for interest, at the rate specified in item 8 of Schedule 1, on the outstanding Management Fee for the relevant Payment Period, calculated from 30 days after the end of the relevant Payment Period until the Management Fee is paid.
- 9.1.10
- (a) After receipt of the completed Report from the Contractor, the Board shall then compile a Tax Invoice for the Management Fee payable based on the Report and forward that Tax Invoice to the Contractor.

- (b) The Contractor shall then forward payment to the Board in accordance with the Tax Invoice compiled by the Board within thirty [30] days of the date of the Tax Invoice;
- (c) In the event that the Contractor does not provide payment within thirty [30] days of the date of the Tax Invoice it will be liable for interest at the rate specified in item 8 of Schedule 1 on the invoiced amount, calculated from thirty [30] days after the date of the Tax Invoice
- 9.1.11 The Tax Invoice referred to in clause 9.1.10 will set out the Management Fee payable by the Contractor to the Board and the GST payable on the Management Fee.
- 9.1.12 The Board may alter the above procedure for the collection of the Management Fee as advised in writing from time to time during the Term.
- 9.1.13 Where the Contractor considers that an accounting adjustment to the amount of the Management Fee paid or payable during a Payment Period is required, it should advise the Board in writing. The Parties may then agree on the amount of any adjustment.
- 9.1.14 Where the Contractor has not issued an invoice to any Eligible Customer during a relevant Payment Period the Contractor must provide, within 30 days of the end of that Payment Period, a report stating that no Deliverables were provided by the Contractor to any Eligible Customer during that Payment Period.
- 9.1.15 The Contractor must set up and maintain a system which:
 - (a) to the reasonable satisfaction of the Board is suitable for identifying all purchasers of the Deliverables under the Agreement that are Eligible Customers whether pursuant to Customer Contracts or otherwise;
 - (b) enables monitoring by the Board of Customer Contracts placed with, and invoices issued, by the Contractor, on behalf of the Contractor, or by its Designated and Nominated Subcontractors;
 - (c) enables the provision of Sales Information; and
 - (d) accommodates the use of the Customer's corporate credit card if the Parties have agreed to use that card for the purchase of Deliverables, and failure to establish such a system to the reasonable satisfaction of the Board shall constitute a breach of this Agreement and the Board may, at its discretion, terminate the Agreement.
- 9.1.16
 - (a) The Board may, at its own cost, take such measures as it considers reasonable in the circumstances (including the appointment of an auditor) to verify the Contractor has paid the correct amount of Management Fee due to the Board and the Contractor agrees to cooperate with the Board.
 - (b) If the Board appoints an auditor, the Board will inform the Contractor in writing of the appointment. The Contractor agrees to cooperate with any auditor appointed by the Board, including providing, or providing access to, within 10 working days of the written notification from the Board that an audit will take place, information about all sales of Deliverables made to Eligible Customers (whether pursuant to an Order or otherwise), copies of all contracts, orders and invoices between the Contractor and any Eligible Customers. The Contractor agrees to provide the auditor appointed by the Board access for the purpose of this clause 9.1.16 on the basis of the appointed auditor entering into an Auditor Confidentiality Agreement in the form set out in Schedule 5.
- 9.1.17 If the measures taken in clause 9.1.16 verify that the Contractor has not paid in full the Management Fee that is actually due to the Board, the Contractor:

- (a) must pay the difference between the Management Fee paid to the Board and the Management Fee actually due to the Board within 30 days of a written direction from the Board;
- (b) will be liable for interest at the rate specified in item 8 of Schedule 1, on the additional amount calculated from 30 days after the expiry of the relevant Payment Period, and
- (c) will, at the discretion of the Board, reimburse the Board's costs and expenses of the measures taken (including any auditor's fees) under clause 9.1.16 to the Board in accordance with the sliding scale set out below to compensate the Board for the cost incurred in ensuring the correct Management Fee is paid:

Difference between Management Fee paid and payable:

- (a) 99% or more of Management Fee was paid
- (b) 90-98% of Management Fee paid
- (c) 75-89% of Management Fee paid
- (d) 50-74% of Management Fee paid
- (e) less than 50% of payable Management Fee paid

Portion of Audit costs to be borne by Contractor:

- (a) \$0
- (b) 25% of Audit and other costs
- (c) 50% of Audit and other costs
- (d) 75% of Audit and other costs
- (e) 100% of Audit and other costs.

- 9.1.18 The Contractor shall during the Term of this Agreement and for a 12 month period after the Agreement has expired or is terminated, keep secure all relevant documents and information for the purposes of this clause and give any auditor appointed by the Board access to those documents and information at all reasonable times.
- 9.1.19 The Parties agree that a breach of this clause 9.1 (including without limitation, a failure by the Contractor to cooperate satisfactorily with the audit referred to in clause 9.1.17) shall be a Substantial Breach of this Agreement which will entitle the Board to terminate this Agreement pursuant to clause 16.1.1 and this right of termination shall be in addition to the right of the Board to recover from the Contractor any sums payable to the Board under this Agreement or otherwise, or the right of the Board to deduct those sums from any money that may be or become payable by the Board to the Contractor on any other account.
- 9.1.20 This clause 9 (Management Fee) will survive the termination of this Agreement in respect of Deliverables supplied pursuant to Customer Contracts that continue beyond the expiry of this Agreement.

10 Confidentiality

10.1 Obligations of Parties

- 10.1.1 Except to the extent necessary to comply with any statutory requirements or government policy relating to the public disclosure of Confidential Information, neither Party will make public, disclose or use any Confidential Information of the other Party except in accordance with this Agreement or a Customer Contract, unless the other Party gives its prior written consent.

- 10.1.2 Each Party may disclose Confidential Information to its officers, employees and sub-contractors where such disclosure is essential to carrying out their duties or in accordance with this Agreement or a Customer Contract.
- 10.1.3 Each Party must ensure the Confidential Information of the other Party is used solely in connection with or for the purposes of fulfilling its obligations under this Agreement or a Customer Contract.
- 10.1.4 The Board or the Customer may at any time require the Contractor to arrange for its Personnel engaged in the performance of this Agreement or a Customer Contract to execute without delay a Deed of Confidentiality, substantially in the form of Schedule 4.
- 10.1.5 This clause will survive the termination of this Agreement.

11 Intellectual Property

11.1 Ownership

- 11.1.1 Intellectual Property created in relation to New Contract Material will be owned by the Contractor upon their creation.
- 11.1.2 The Contractor irrevocably grants to the Customer a non-exclusive royalty free transferable licence to use the Intellectual Property in the New Contract Material for so long as the Customer may require.
- 11.1.3 The Parties acknowledge and agree that the Parties or, where applicable, particular third parties, are the sole owners of their Intellectual Property rights in or in relation to the Existing Contract Material.
- 11.1.4 The Contractor must ensure all licence fees and/or consents required under law are paid and/or obtained as a result of any reproduction, adaptation or use of any Intellectual Property or Contract Material necessary for the provision of the Deliverables.
- 11.1.5 Upon completion of the Customer Contract, or at such other time as the Customer may require, the Contractor must fully and promptly disclose to the Customer all New Contract Material created or developed under or in connection with this Agreement.

12 Specific Obligations of Contractor

12.1 Contract Transition Requirements

- 12.1.1 The Contractor must ensure that it has complied with the requirements of the Transition Plan in Schedule 2 of this Agreement in accordance with the dates indicated therein.

12.2 Marketing by the Contractor

- 12.2.1 The Contractor is responsible for the proactive marketing of its organisation's capability to Customers.

12.3 Provision of Catalogue Information for E-commerce Initiatives

- 12.3.1 From time to time the Board may request the Contractor to supply information in the nature of catalogue information for use in e-commerce initiatives in NSW Government contracting.
- 12.3.2 The Contractor must promptly supply any such information that is reasonably requested by the Board in the format, and using the method of delivery, specified by the Board at the time of the request.
- 12.3.3 The Contractor consents to the use of such information, including any personal information, in any catalogue created by the NSW Department of Services, Technology & Administration to facilitate e-commerce in NSW Government contracting.

12.4 Licences and Approvals

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

12.5 Compliance with Laws and Standards

- 12.5.1 The Contractor must, in carrying out this Agreement, comply with:
- (a) all applicable Statutory Requirements;
 - (b) the NSW Government codes, policies, guidelines and Standards listed in item 9 of Schedule 1 or any other codes, policies, guidelines and Standards specified in writing by the Board to the Contractor; and
 - (c) a particular Standard which has been agreed between the Contractor and the Board, and that Standard is revised, the Contractor must submit evidence of compliance with the revised Standard within a reasonable period of time.
 - (d) the obligations imposed on the Board by the Privacy and Personal Information Protection Act 1998 (NSW) in relation to Personal Information that is disclosed to, or acquired by, or in possession of the Contractor in accordance, or in connection, with the Contract. The Contractor must, and must ensure that its officers, employees, agents and sub-contractors, comply with the obligations imposed on the Board by the Privacy and Personal Information Protection Act as though the Contractor were, as far as reasonably practicable, the Board in relation to any such Personal Information. The Contractor will comply with any request of the Board in relation to Personal Information and will not do anything that would cause the Board to be in breach of its obligations under the Privacy and Personal Information Protection Act.
- 12.5.2 The Contractor must ensure that the Deliverables have not been produced using the 'worst forms of child labour' as defined in the Worst Forms of Child Labour Convention, 1999 (ILO Convention 182).
- 12.5.3 Local Jobs First Plan
- (a) Contractors that are required to provide competitive quotes under this agreement must comply with the requirements of the Local Jobs First Plan. Depending on the threshold value of the procurement to be made via competitive quotes, the Contractor acknowledges that it is required to submit the value of ANZ-SME content of the goods and services offered and it may be required to respond to SME participation questions or complete a SME Participation Plan (SMEPP).
 - (b) The Contractor acknowledges that, where a SMEPP is required in competitive quotes, reliance will be placed on the SMEPP in the evaluation of the quotation submitted by the Contractor and in the Board entering into any agreement with the Contractor.
 - (c) The Contractor agrees to comply with the requirements and commitments provided for in any future SMEPP tendered by the Contractor and to take all steps reasonably required to enable the Board to monitor compliance by the Contractor with any future SMEPP.
 - (d) The Contractor and the Board agree that the Board may establish mechanisms to monitor compliance by the Contractor with the requirements and its commitments under any future SMEPP. The Contractor and the Board agree that non-compliance by the Contractor of any future SMEPP commitments will constitute a breach of contract and entitle the Board to terminate the contract for cause. Further, the Contractor agrees that the Board may take into consideration non-compliance by the Contractor with any future tendered SMEPP when evaluating tenders submitted by the Contractor in the future for other agreements and consents to the Board

using information about its non-compliance with any future tendered SMEPP in connection with other tenders and agreements.

12.6 Minimum Insurance Requirements

- 12.6.1 The Contractor must hold and maintain, and must ensure that all subcontractors are beneficiaries under or otherwise hold and maintain, the following insurances for the Term, or for such other period as may be specifically required by this Agreement for the particular policy:
- (a) a broad form liability policy of insurance which includes public liability insurance for at least the amount specified in item 12(a) of Schedule 1 in respect of each claim; and
 - (b) products liability insurance for at least the amount specified in item 12(b) of Schedule 1 for the total aggregate liability for all claims arising out of the Contractor's products for the period of cover; and
 - (c) workers' compensation insurance in accordance with applicable legislation for all the Contractor's employees; and
 - (d) such other insurances as are specified in Schedule 1 item 12 of the Agreement Details.
- 12.6.2 All policies of insurance must be effected with an insurer rated A – or better by AM Best or an equivalent rating organisation.
- 12.6.3 The Contractor must ensure that each policy is in effect for the Term of this Agreement or such other period as required by the Board.
- 12.6.4 The Contractor shall, and shall ensure sub-contractors, as soon as practicable, inform the Board in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by the Agreement and shall ensure that the Board is kept fully informed of subsequent action and developments concerning the claim.
- 12.6.5 The Contractor must, when requested in writing by the Board, arrange for its insurer to complete a "Certificate of Currency of Insurance Obtained".
- 12.6.6 Where the Contractor is insured under its parent company's insurance policy, the parent company's insurance policy must clearly indicate that it applies and extends coverage to the Contractor.
- 12.6.7 The effecting of insurance shall not limit the liabilities or obligations of the Contractor under other provisions of this Agreement.

12.7 General Indemnity

- 12.7.1 The Contractor will be liable in respect of, and indemnifies, and shall keep indemnified, the Board and the Customers and their officers, employees and agents against any claim, loss or expense (including a claim, loss or expense arising out of personal injury or death or damage to property) which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor and client basis) (together "the loss") as a result of any unlawful, negligent, reckless or deliberately wrongful act or omission of the Contractor (or its employees, agents or subcontractors or their employees) in the performance of this Agreement.
- 12.7.2 The Contractor's liability in respect of, and indemnity given in, clause 12.7.1 shall be reduced proportionally to the extent that any unlawful, negligent, or deliberately wrongful act or omission of the Board, its officers, employees or agents caused or contributed to the loss.

12.8 Contractor's Warranties for the Deliverables

- 12.8.1 In relation to the Deliverables, the Contractor warrants that:
- (a) at the time title to a Deliverable passes to the Customer, the Deliverable will be free from any charge or liability;

- (b) during the Warranty Period, each Deliverable:
 - (i) shall be new and shall conform with the Statement of Requirements;
 - (ii) shall conform to the description, and sample (if any) approved by the Board or Customer in Schedules 2 and 3 (except that if a sample is inconsistent with the Statement of Requirements, the latter must prevail);
 - (iii) shall be free from defects; and
- (c) it will provide the associated services in accordance with the requirements of Schedule 2 and the Customer Contract and with due care and skill.

12.9 Contractor's Warranties (General)

12.9.1 The Contractor warrants:

- (a) that the Deliverables do not infringe the Intellectual Property rights of a third party; and
- (b) the Deliverables shall conform to any legally applicable Australian Standards;
- (c) it has capacity to enter into this Customer Contract and perform the obligations imposed on the Contractor; and
- (d) the Contractor has not entered into any arrangement, whether a trust arrangement or otherwise, that impedes or is likely to impede the performance of the Customer Contract by the Contractor.

12.10 Warranty Period

- 12.10.1 The Contractor shall rectify any error or defect in a warranted Deliverable that has been notified to it by a Customer during the Warranty Period in Schedule 2 at the Contractor's sole cost and expense.
- 12.10.2 If the Contractor fails to rectify an error or defect in a Deliverable within 30 days after notification by the Customer, the Customer may arrange for performance of the necessary remedial work by a third party at the Contractor's expense.

12.11 Third Party Warranties

- 12.11.1 Where the Contractor supplies Deliverables that have been procured from third parties, the Contractor agrees to assign to the Customer, to the extent permitted by law, the benefits of any warranties given by the third parties.
- 12.11.2 The parties agree that the assignment of any third party warranties is in addition to the warranties offered directly by the Contractor under this Customer Contract and does not relieve the Contractor from the obligation to comply with the Contractor's own warranties.

12.12 Financial Security (not used)

12.13 Mistakes in Information

- 12.13.1 The Contractor must pay for any additional costs incurred by the Board or any Customer for errors or omissions in material or other Information supplied by it, even though that material or Information may have been approved by the Board.

12.14 Notification of Change in Control or Transfer of Ownership

- 12.14.1 During the Term, the Contractor must immediately notify the Board and any Customers under an existing Customer Contract in writing of any Change in Control or other action to reconstruct or amalgamate itself.

12.15 Notification of Contractor's Insolvency

- 12.15.1 The Contractor must immediately notify the Board in writing of the Contractor's Insolvency and disclose the details of any:
- (a) Action taken in relation to the Contractor's Insolvency in so far as it affects this Agreement and any Customer Contracts;
 - (b) Existing Customer Contracts which the Contractor has entered into under this Agreement.
- 12.15.2 The Contractor must immediately notify all Customers under an existing Customer Contract of the Contractor's Insolvency.

13 Performance Management

13.1 Service Levels

- 13.1.1 The Contractor must meet the specified Service Levels in Schedule 8 during the Term of this Agreement. Performance against the Service Levels must be tracked by the Contractor and reported to the Board's Delegate in accordance with the frequencies and formats in Schedule 8.
- 13.1.2 Where the Contractor does not meet the Service Levels in Schedule 8, the Board may, at its discretion, take one or more of the following actions in relation to the Contractor:
- (a) refuse to agree to all or a portion of the price variation requested by the Contractor under clause 5.4.1,
 - (b) temporarily suspend the use of all or parts of this Agreement by all Customers, for a period not exceeding 12 months; and
 - (c) require the Contractor to undertake more frequent performance reporting in addition to those specified in Schedule 8, to ensure performance is improved;
- until such time as the Contractor has demonstrated its ability to meet the Service Levels in accordance with Schedule 8.
- 13.1.3 The remedies in clause 13.1.2 are in addition to any other provisions available to the Board to deal with the inability of the Contractor to meet its Service Level obligations under this Agreement and at law.
- 13.1.4 The measurements and tolerances in the Service Levels specified in Schedule 8 may be amended, added to, or deleted by the Board and the Contractor in writing during the Term of this Agreement.

13.2 Board's Delegate

- 13.2.1 The Board has nominated the Board's Delegate in Schedule 1 item 11 to oversee the performance of this Agreement. The Board may, by notice in writing to the Contractor, nominate a replacement Board Delegate.

13.3 Contractor's Relationship Manager

- 13.3.1 For the purpose of ensuring an efficient relationship with the Board the Contractor has appointed the Relationship Manager indicated in Schedule 1 item 13. The Relationship Manager must:
- (a) act as the representative of the Contractor and have the legal power to bind the Contractor in all matters pertaining to this Agreement;
 - (b) serve as the principal point of contact for the Contractor with respect to the overall administration of the Agreement;
 - (c) have the authority to implement such actions (including issuing of directives through the Contractor's organisation), as may be required for the Contractor to comply with this Agreement;

- (d) meet with the Board's Delegate at least once each month to provide information regarding the Contractor's performance under this Agreement, with particular reference to the Service Levels in clause 13.1.1; and
 - (e) answer the Board's queries and work with the Board to address issues relating to matters deemed urgent by the Board arising out of this Agreement.
- 13.3.2 The Relationship Manager must be available at all times during business hours and at all other times on reasonable notice by the Board's Delegate to meet with the Board's Delegate to discuss any queries, concerns or issues arising in connection with this Agreement or a Customer Contract.
- 13.3.3 The Relationship Manager must be supported by the Key Personnel in Schedule 1 item 13 in respect of Customers. The Relationship Manager and/or the Key Personnel named in Schedule 1 item 13 must be available to attend periodic meetings as required by Customers.

13.4 Innovation and Continuous Improvement

- 13.4.1 The Contractor must identify innovative solutions for mutual value enhancement in connection with this Agreement, with a view to achieving continuous improvement.
- 13.4.2 The Contractor must submit in writing to the Board, at its own cost, detailed proposals for changes to the Products and associated supply chain solutions which are likely to offer significant (including repeated and long term) benefits to the Board in accordance with the requirements of Schedule 2.
- 13.4.3 The Contractor must ensure that such solutions do not include anything which might adversely affect the quality of the Products and that any proposed changes are consistent with the purpose and intent of this Agreement.
- 13.4.4 The Board must consider the Contractor's proposals, but is not bound to accept any proposal. The Board may also accept the proposed changes subject to conditions. The Contractor shall have no claim arising out of the Board's failure to accept any proposal or proposed changes.
- 13.4.5 If the Board accepts any changes proposed by the Contractor, any direct savings in the cost to the Contractor of supplying the Products will be for the benefit of the Customer.
- 13.4.6 For the purposes of monitoring performance and providing incentives for the Contractor to improve its performance level, the Board will construct and maintain an Overall Performance Indicator (OPI).
- 13.4.7 Data input into the OPI will be provided by the Board which will monitor the Key Performance Indicators (KPI) and by the Customer which will monitor the Agency Performance Indicator (API).
- 13.4.8 The performance framework and the performance indicators are set out in Schedule 8.
- 13.4.9 Where the Contractor has consistently met the levels set out in Schedule 8, the Board, may in its absolute discretion:
- (a) extend the period of the Agreement with the Contractor subject to the original term and any relevant policy consideration, and/or
 - (b) reduce the level and frequency of the Board's reporting requirements.

13.5 Contractor Performance Monitoring

- 13.5.1 The Board will monitor the sales performance of the Contractor under this Agreement. Where after 12 months of operation of this Agreement the:
- (a) sales of the Contractor are minimal, or

- (b) the Contractor consistently has nil returns,
it may be treated as unacceptable performance of this Agreement by the Board.
- 13.5.2 The Contractor agrees to provide to the Board, on a monthly basis, granular sales data (as defined in clause 13.5.10) of all sales to Eligible Customers made by the Contractor or on its behalf under this Agreement. This data shall be provided electronically and a sample of the format in which the data is to be provided is set out in Schedule 10 to this Agreement.
- 13.5.3 The Contractor shall act in good faith in respect of its obligations under this clause 13.5 and shall use its best endeavours to ensure that the obligations imposed on it in relation to the granular sales data are met whether sales are made by or on behalf of the Contractor.
- 13.5.4 Within 7 days of the end of each month, the Contractor shall provide the granular sales data electronically to the Board using one of the following means:
- (a) FTP
 - (b) Email
 - (c) Web portal
 - (d) Supplier hubs
- 13.5.5 The Board may vary the procedure for the provision of the granular sales data by advising the Contractor in writing from time to time during the Term.
- 13.5.6 The Contractor must set up and maintain a system which:
- (a) to the reasonable satisfaction of the Board is suitable for identifying all purchasers of the Deliverables under the Agreement that are Eligible Customers whether pursuant to Customer Contracts or otherwise;
 - (b) enables monitoring by the Board of Customer Contracts placed with, and invoices issued, by the Contractor, on behalf of the Contractor, or by its Designated and Nominated Subcontractor or by its agents;
 - (c) enables the provision of Sales Information; and
 - (d) accommodates the use of the Customers corporate credit card if the Parties have agreed to use corporate credit cards for the purchase of Deliverables
- 13.5.7
- (a) The Board may, at its own cost, take such measures as it considers reasonable in the circumstances (including the appointment of an auditor) to validate the accuracy of the reported granular sales data.
 - (b) If the Board appoints an auditor, the Board will inform the Contractor in writing of the appointment. The Contractor agrees to cooperate with any auditor appointed by the Board, including providing, or providing access to, within 10 working days of the written notification from the Board that an audit will take place, information about all sales of Deliverables made to Eligible Customers (whether pursuant to an Order or otherwise), copies of all contracts, orders and invoices between the Contractor and any Eligible Customers. The Contractor agrees to provide the auditor appointed by the Board access for the purpose of this clause 13.5.7 on the basis of the appointed auditor entering into an Auditor Confidentiality Agreement in the form set out in Schedule 5.
- 13.5.8 The Contractor agrees that the Board will use the granular sales data provided by the Contractor or on its behalf:
- (a) for the purposes of analysing expenditure by Eligible Customers and preparing reports about that expenditure;
 - (b) as a part of benchmarking under this Agreement;
 - (c) for the monitoring of the performance of the Contractor;

(d) for the preparation of other reports related to the Board's functions.

- 13.5.9 The parties acknowledge that the granular sales data and any reports prepared by the Board or at its behest about the granular sales data are subject to access by any person in accordance with the Freedom of Information Act. In the event that the Contractor considers that any part of the granular sales data contains information which is commercial in confidence for the purposes of the Freedom of Information Act such that access should not be given to it in response to a request under the Freedom of Information Act, the Contractor will provide information to the Board substantiating the manner in which it considers that information is commercial-in-confidence. The Contractor acknowledges that any application made under the Freedom of Information Act must be dealt with by the Board or the Customer in accordance with the Freedom of Information Act and the submissions made by the Contractor about the granular sales data being commercial in confidence information does not determine whether access is given.

Commercial-in-confidence information means any information that discloses:

- (a) the contractor's financing arrangements, or
- (b) the contractor's cost structure or profit margins, or
- (c) the contractor's full base case financial model, or
- (d) any intellectual property in which the contractor has an interest, or
- (e) any matter whose disclosure would place the contractor at a substantial commercial disadvantage in relation to other contractors or potential contractors, whether at present or in the future.

- 13.5.10 For the purposes of this Agreement, granular sales data means data which identifies:

Contract No
Contract Name
Customer Code
Customer Name
Customer's Parent Entity Name
Customer ABN
Customer Address (street address, suburb, postcode)
Supplier Name
Supplier Address (street address, suburb, postcode)
Supplier Product Code
Supplier Item & Service Description
Product Manufacturer information
Product Manufacturer code
EAN Code
UNSPSC code
Date of Sale or Service
Unit Purchased
Unit Price (Contract)
Order Qty or Service frequency
Total Sales excluding GST
Pack size and description for items
Unit Price (Recommended Retail Price)
Saving to Client {(RRP-Contract price)*Qty}
Any other heading identified by SCCB for the particular procurement

13.6 Exchange of Information Between Government Agencies

- 13.6.1 The Contractor authorises the Board and its employees and agents to make available to NSW Government departments or agencies Information concerning the Contractor, including any Information provided by the Contractor to the Board and any Information relating to the Contractor's performance under the Agreement, or the Contractor's financial position.

- 13.6.2 The Contractor acknowledges that Information about the Contractor from any source including any substantiated reports of unsatisfactory performance, may be taken into account by NSW Government agencies in considering whether or not to offer the Contractor future opportunities for NSW Government work.
- 13.6.3 The Board regards the provision of Information about the Contractor to any New South Wales Government department or agency as privileged within section 30 of the *Defamation Act 2005* (NSW).
- 13.6.4 The Contractor releases and indemnifies the Board and the State of New South Wales from any claim in respect of any matter arising out of the provision of Information. Without limiting the above, the Contractor releases the Board and the State of New South Wales from any claim it may have for any loss to the Contractor arising out of the provision of Information relating to the use of such Information by the recipient of the Information.

14 Personnel

14.1 The Contractor's Personnel

- 14.1.1 The Contractor warrants that all personnel engaged in the provision of the Deliverables are appropriately qualified, competent and experienced including the Contractor's Relationship Manager and the Key Personnel.
- 14.1.2 The Contractor must:
- (a) employ only such persons as are careful, skilled and experienced in the provision of the Deliverables or similar Deliverables; and
 - (b) (where applicable) hold, or ensure appropriate personnel hold, all necessary licences, permits and authorities.
- 14.1.3 The Board may object to and direct the Contractor to remove any of its Personnel (including the Relationship Manager and Key Personnel) who in its opinion are incompetent, unsuitable, or who has been guilty of neglect, or other improper behaviour. Such named personnel so removed may not be re-employed by the Contractor under this Agreement.
- 14.1.4 Any replacement Key Personnel provided by the Contractor must be approved by the Board.

15 Conduct and Dispute Management

15.1 Co-operation

- 15.1.1 The Parties must do all they reasonably can to co-operate in matters relating to this Agreement and/or the Customer Contract, but their rights and responsibilities under the Agreement and/or the Customer Contract remain unchanged unless the Parties agree in writing to vary them.

15.2 Duty not to Hinder Performance

- 15.2.1 Each Party must do all it reasonably can to avoid hindering the performance of the other under the Agreement and the Customer Contract.

15.3 General

- 15.3.1 In order to resolve any conflicts or issues between the Parties promptly and to the satisfaction of the Parties, the issue resolution process stated below is to be followed:
- (a) Amicable Resolution (clause 15.4.);
 - (b) Expert Determination (clause 15.5)

15.4 Amicable Resolution

- 15.4.1 Either Party may give notice to the other Party of an issue, including a dispute or difference, (“the Issue Notice”) about the meaning or effect of the Agreement, Customer Contract or about any matter arising under or out of the Customer Contract. The Issue Notice must be given within a reasonable time of the Party becoming aware of the issue.
- 15.4.2 The Party submitting the Issue Notice must submit it to the other Party’s authorised representative, which in the case of the Board is to the Board’s Delegate, and in the case of the Contractor is the Relationship Manager.
- 15.4.3 The Parties must follow the issue resolution process in this clause before either commences proceedings or takes similar action except to seek an urgent injunction or declaration.
- 15.4.4 If a Party gives an Issue Notice under this clause, each Party will nominate in writing a senior executive who will promptly confer to resolve the issue.
- 15.4.5 A Party is not entitled to refer an issue to Expert Determination until 21 days after the giving of the Issue Notice to the person or persons specified.
- 15.4.6 A Party may only refer an issue to Expert Determination by giving notice in writing specifying the issue to be decided (“the Referral Notice”).
- 15.4.7 If the Party giving the Referral Notice is the Contractor it must give the Referral Notice to the Customer and the Board.
- 15.4.8 If the Party giving the Referral Notice is the Customer, it must give the Referral Notice to the Contractor and the Board.
- 15.4.9 If a Referral Notice has not been given to the person or persons specified within 28 days, then the issue is barred from Expert Determination or any other action or proceedings (including court proceedings).

15.5 Expert Determination

- 15.5.1 If a Referral Notice is given under clause 15.4, the expert is to be agreed between the Board and the Contractor. If they cannot agree within 28 days of the Referral Notice, the expert is to be nominated by the Chief Executive Officer, Australian Commercial Disputes Centre, Sydney.
- 15.5.2 The expert nominated must be a lawyer unless otherwise agreed. The expert must not be:
 - (a) an employee of the parties;
 - (b) a person who has been connected with the Agreement or the Customer Contract as the case may be; or
 - (c) a person who the Parties have been unable to agree on.
- 15.5.3 When the person to be the expert has been agreed or nominated, the Board, on behalf of both Parties, must engage the expert by letter of engagement (and provide a copy to the Contractor) setting out:
 - (a) the issue referred to the expert for determination;
 - (b) the expert’s fees;
 - (c) the procedure for determination set out in Schedule 9;
 - (d) any other matter which is relevant to the engagement.
- 15.5.4 The Parties must share equally the fees and out-of-pocket expenses of the expert for the determination, and bear their own expenses.
- 15.5.5 If the expert determines that one Party must pay the other an amount exceeding the amount shown in Item 14 Schedule 1 (calculating the amount without including interest on it, and after allowing for set offs), then either

Party may commence litigation, but only within 56 days after receiving the determination.

- 15.5.6 Unless a party has a right to commence litigation under clause 15.5.5:
- (a) the Parties must treat each determination of the expert as final and binding and give effect to it; and
 - (b) if the expert determines that one Party owes the other money, that Party must pay the money within 28 days.

16 Termination by the Board

16.1 Termination for Cause

- 16.1.1 Without prejudice to its rights at common law, the Board may immediately terminate this Agreement, in whole or in part, by written notice to the Contractor ("Notice of Termination for Cause"):
- (a) where the Contractor makes any statement, fact, information, representation or provides material in the Tender which is false, untrue, or incorrect in a way which materially affects the Agreement;
 - (b) where proceedings or investigations are commenced or threatened by the Independent Commission Against Corruption or similar public body against the Contractor including for corrupt conduct or for collusive pricing;
 - (c) where the Contractor commits a Substantial Breach of the Agreement that is not capable of remedy;
 - (d) where the Contractor commits a Substantial Breach of the Agreement in a manner that is capable of remedy and does not remedy the breach within 7 days of receiving a notice from the Board requiring it to do so ("Notice of Breach"), or such further time, having regard to the nature of the breach and a reasonable time to remedy it, as the Board may reasonably allow;
 - (e) where the Contractor assigns its rights and/or obligations, or novates this Agreement or subcontracts the Customer Contract except in accordance with this Agreement;
 - (f) in the case of the Contractor's Insolvency;
 - (g) where the Contractor has not for three consecutive Payment Periods issued any invoice to a Customer or received any order; or
 - (h) if in the Board's view a conflict of interest exists for the Contractor which prevents the proper performance of this Agreement.

16.2 Effect of Termination for Cause

- 16.2.1 If the Board terminates this Agreement for cause the Board may:
- (a) contract with any other person to complete the provision of the Products including but not limited to any order remaining to be filled;
 - (b) deduct loss or damages arising from or in connection with the termination, including any loss or damages incurred by a Customer under any Customer Contract (which may be ascertained and certified by the Board), from any money due, or which may become due to the Contractor (whether under this Agreement or any Customer Contract) and/or from the Financial Security (if any); and
 - (c) recover from the Contractor in an appropriate court the balance of any monies remaining unpaid as a debt due and payable by the Contractor to the Board.
- 16.2.2 The Board's termination under this clause will not affect any Customer Contract unless the context requires it.

16.3 Termination for the Board's Convenience

- 16.3.1 The Board may terminate this Agreement in whole or in part for its convenience by giving 14 days written notice ("Notice of Termination for Convenience") with effect from the date stated in the notice and without the need to provide reasons.

16.4 Effect of Termination for Convenience

- 16.4.1 The Board's termination under this clause will not affect any Customer Contract unless the context requires it.
- 16.4.2 The Board shall reimburse the Contractor its unavoidable costs directly incurred as a result of termination provided that any claim by the Contractor:
- (a) must be supported by written evidence of the costs claimed;
 - (b) will be in total satisfaction of the liability of the Board to the Contractor in respect of this Agreement and its termination.
- 16.4.3 The Board shall not in any circumstances be liable for any Consequential Loss or loss of profits suffered by the Contractor as a result of the termination of this Agreement by the Board.

17 Termination by Customer

17.1 Termination of Customer Contract

- 17.1.1 Without prejudice to its rights at common law, the Customer may immediately terminate the Customer Contract, by written notice to the Contractor ("Notice of Termination"):
- (a) where proceedings or investigations are commenced or threatened by the Independent Commission Against Corruption or similar public body against the Contractor including for corrupt conduct or for collusive pricing;
 - (b) where the Contractor commits a Substantial Breach of the Customer Contract that is not capable of remedy;
 - (c) where the Contractor commits a Substantial Breach of the Customer Contract in a manner that is capable of remedy and does not remedy the breach within 7 days of receiving a notice from the Customer requiring it to do so ("Notice of Breach"), or such further time as the Customer may reasonably allow;
 - (d) where the Contractor assigns its rights and/or obligations, or subcontracts the Customer Contract otherwise than in accordance with the Customer Contract; or
 - (e) in the case of the Contractor's Insolvency.

17.2 Effect of Termination of Customer Contract

- 17.2.1 In the event of termination, the Customer:
- (a) may procure from any other source a reasonably similar alternative to the Product suitable to the Customer and the Contractor shall be liable to the Customer for any reasonable extra expense incurred together with any loss sustained by the Customer;
 - (b) may, by notice in writing to the Contractor, require the Contractor at its expense to remove the specified Product not accepted by the Customer and to dismantle or remove specified work from the Customer's premises by a date specified in the notice;
 - (c) shall be liable under the Customer Contract to pay only for the Products delivered and accepted by the Customer or performed to the satisfaction of the Customer, in accordance with the Customer Contract; and

- (d) may recover from the Contractor the amount of any loss or damage suffered by the Customer as a result of the termination.
- 17.2.2 This clause will survive the termination of the Customer Contract.
- 17.2.3 If the Customer terminates this Customer Contract the Customer may:
 - (a) deduct any loss or damages arising from or in connection with the termination, from any money due, or which may become due to the Contractor and/or from the Financial Security (if any); and
 - (b) recover from the Contractor in an appropriate court the balance of any monies remaining unpaid as a debt due and payable by the Contractor to the Customer.
- 17.2.4 The Customer's termination under this clause will not affect the Agreement, unless the context requires it.
- 17.2.5 Any termination by the Customer is without prejudice to any accrued rights or remedies of the Customer under the Customer Contract.

18 General

18.1 No Assignment or Novation

- 18.1.1 The Contractor must not assign or novate this Agreement or a Customer Contract without first obtaining the prior written consent of the Board or the Customer as applicable, which consent may be withheld at their absolute discretion.
- 18.1.2 The Contractor acknowledges that the Board may make financial checks and due diligence checks on the entity proposing to take over this Agreement before determining whether or not to give consent to the assignment or novation.

18.2 Conflicts of Interest

- 18.2.1 The Contractor promises that, to the best of its knowledge, no conflict of interest of the Contractor, its employees, agents or sub-contractors exists or is likely to arise in the performance of its obligations under the Agreement.
- 18.2.2 The Contractor must:
 - (a) notify in writing, and consult with, the Board immediately upon becoming aware of the existence, or possibility, of a conflict of interest; and
 - (b) comply with any direction given by the Board in relation to those circumstances designed to manage that conflict of interest.
- 18.2.3 For the purposes of this clause, a “conflict of interest” includes engaging in any activity, or obtaining any interest, likely to conflict with the performance by the Contractor of, or to restrict the Contractor in performing, its obligations under the Agreement.

18.3 Records and Access to Records

- 18.3.1 The Contractor must keep proper accounts and records in accordance with the accounting principles generally applied in commercial practice.
- 18.3.2 During the Term, the Contractor must, within a reasonable time of a request from the Board, give the Board access to, and copies of, any material relevant to the performance of the Contractor's obligations under this Agreement, and any financial information, that the Board reasonably requires.

18.4 Waiver

- 18.4.1 A waiver in respect of a breach of a term of this Agreement by the other Party shall not be taken to be a waiver in respect of any other breach. The

failure of either Party to enforce a term of this Agreement will not be interpreted as a waiver of that term.

18.5 Severability

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

18.6 Notices

- 18.6.1 Notices must be sent to the other Party at the address shown in items 15 or 16 of Schedule 1, or the address last notified to the other Party in writing, or in the case of the Contractor, at the Contractor's registered office.
- 18.6.2 All notices must be in writing and signed by the relevant Party and must be given either by hand delivery, post or facsimile transmission.
- 18.6.3 If delivery or receipt of a notice is not made on a business day, then it will be taken to be made on the next business day.

18.7 Counterparts

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

18.8 Applicable Law

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

18.9 No agency/no employment/no partnership

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

18.10 Disengagement Period

- 18.10.1 For 6 months following the expiry or termination of a Customer Contract (or part thereof) the Contractor will provide such assistance as is reasonably requested by the Customer for the supply of the Deliverables to continue without interruption to facilitate an orderly, prompt and efficient transition to an alternative service provider or to the Customer. Such assistance includes (without limitation):
- (a) providing reasonable co-operation with a third party supplier nominated by the Customer, and
 - (b) providing the Customer data, information and materials that may be required to enable transacting with a new provider as requested by the Board or Customer.

18.11 Pricing Information

The Contractor agrees that, subject to clause 10 (Confidentiality), product pricing information (including discounts, commissions and rebates as appropriate) may be disclosed to any person by the Board at its sole discretion in the form of a User Guide or in any medium of communication it deems appropriate.

Schedule 1 Agreement Details

Item 1	Contractor's Name
Item 2	Term: (clause 2.1.1) Commencement Date: Expiry Date: Period of extended term (if any): (clause 2.2.1) Commencement Date: Expiry Date:
Item 3	Restrictions on Nominee Purchasers (clause 3.6)
Item 4	Benchmark (clause 5.6) to be confirmed. Name: Address: Telephone: Facsimile Hourly Rate:
Item 5	Management Fee Rate (clause 9.1.3) 2.5%
Item 6	Payment Period of Management Fee (clause 9.1.8) monthly.
Item 7	Sales Information (clause 9.1.8) <u>1. The names of the ten largest Customers listed by dollar value invoiced by the Contractor in the relevant Payment Period.</u>
Item 8	Interest for Late Payment of Management Fee (clause 9.1.9, 9.1.10 and 9.1.17) Interest of 5% per annum shall be payable by the Contractor on any Management Fee not remitted to the Board in accordance with the clause 9.1.8, 9.1.9 and 9.1.17.
Item 9	Codes and Standards (clause 12.5.1) 1. Code of Practice for Procurement 2. Implementation Guidelines NSW Government Procurement 1999 3. Environmental Management Systems Guidelines 4. Occupational Health and Safety Management Systems Guidelines 5. Code of Behaviour (for the protection of children and other vulnerable people)
Item 10	Financial Security (clause 12.12): <u>NOT USED</u> Amount: Form:
Item 11	Board's Delegate (clause 13.2)

Item 12	Insurances (clause 12.6) a) Public Liability Insurance Limit of Indemnity: \$AUS20M: b) Products Liability Insurance Limit of Indemnity \$AUS10M: c) Workers Compensation
Item 13	Key Personnel (clause 14.1.1) Relationship Manager (clause 13.3.1) Name: Address: Position: Telephone: Facsimile:
Item 14	Expert Determination Amount (clause 15.5.5): AUD: \$100,000
Item 15	Notices to: (clause 18.6) The Contractor's contact name and address: Name: Address: Position: Telephone: Facsimile:
Item 16	The Board's contact name and address: Name: Chairperson, SCCB Address: Level 22 McKell Building, 2-24 Rawson Place, SYDNEY, NSW 2000 Telephone: 9372 8818 Facsimile: 9372 8803

Schedule 2 Statement of Requirements

Final agreed Parts C and F from your successful tender response.

Schedule 3 Pricing, Price Variation Mechanism, and List of Deliverables

Pricing and List of Deliverables

Price Variation Mechanism

If Price variation is based on foreign exchange, the following formula will apply:

Exchange Rates

- (i) If the Prices are variable only in respect of rates of exchange, the actual difference between rates paid and the rates upon which the Tender was based will be allowed subject to production of satisfactory documentary evidence.
- (ii) The nominated foreign currency and associated exchange rate found in Schedule 3, which is based on the Westpac Bank's relevant selling rate as published in the *Sydney Morning Herald* seven days prior to the RFT closing date and time.

- (iii) The nominated exchange rate will be used as the basis for any future price variation request.

If Price variation is based on labour and material factors, the following formula will apply:

Labour and Material Factors

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

Where:

CP = Current Contract Price.

CPo = Contract Price at start date.

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

L = The weekly award rate of pay, or the effective award hourly rate (EAHR) calculated in accordance with the EAHR formula detailed hereunder, for the category of labour primarily employed on the Agreement, most recently published at the date of application for price variation.

Lo = The weekly award rate of pay, or the EAHR calculated in accordance with the EAHR formula detailed hereunder, for the category of labour primarily employed on the Agreement, most recently published at twenty-one days before tender closing.

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

M = Materials cost index most recently available at the date of application of price variation.

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

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

EAHR Formula:

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

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

Where:

AW	=	Weekly award rate of pay for the labour primarily engaged in the Agreement, including industry allowances and site-specific allowances approved by the appropriate State or Commonwealth Authority.
HW	=	Award hours per week.
LL	=	Award annual leave loading (expressed as a decimal) multiplied by the number of days paid recreation leave covered by the award divided by 5.
LA	=	Award leave allowance divided by 5.
WC	=	The recommended rate (expressed as a decimal) of contribution of Workers Compensation in accordance with the relevant legislation.
PT	=	Payroll tax percentage (expressed as a decimal).
S	=	Rate of employer's superannuation as a percentage of the employees' wages in accordance with the relevant award (expressed as a decimal).

If Price variation is based on Publish Price List, the following formula will apply:

Publish Price List Formula

$$RP = \left[\frac{TP * (PLP)}{(PLPo)} \right]$$

(Note: * = means multiplication)

Where:

RP	=	Revised contract price.
TP	=	Tendered price (or latest revised price)
PLPo	=	Published list price effective on the date 7 days before tender closing (the base date), or the published list price upon which the latest revised contract price is based.
PLP	=	Published list price effective at date price variation application is lodged.

Where the supplies are imported, and the published price list is in an overseas currency, the above formula shall be modified as follows:-

$$RP = \left[\frac{TP * (PLP)}{(PLPo)} * \frac{Eo}{E} \right]$$

(Note: * = means multiplication)

Where:

- E_o = The exchange rate as published in the Sydney Morning Herald on the base date, expressed as selling price A\$=
- E = The exchange rate most recently published in the Sydney Morning Herald at an exact monthly interval from the base date, expressed as selling price A\$=

If Price variation is based on CPI, the following formula will apply:

CPI Option

$$RP = OP * \frac{L}{Lo}$$

(Note: * = means multiplication)

Where:

- RP = Revised Contract Price.
OP = Original Contract Prices.
L = CPI at price variation date.
Lo = CPI at the Base Date.

Schedule 4 Deed of Confidentiality

THIS DEED DATED THE _____ day of _____ 200__

BETWEEN (insert name of Principal) of (insert address of Principal), in the State of New South Wales ("the Principal")

AND [Name and address of Contractor] ("the Contractor ")

RECITALS:

- A. In the course of the Contractor supplying certain Deliverables for the Principal (whether directly or indirectly) pursuant to the Agreement, the Contractor will have access to and may become aware of Confidential Information belonging to or in the possession of the Principal.
- B. Improper use or disclosure of the Confidential Information would severely damage the Principal's ability to perform its governmental/statutory functions and would severely damage the commercial interests of the NSW Government.
- C. The Principal requires, and the Contractor agrees, that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the Principal's Confidential Information is kept confidential and that the Contractor provides the Deliverables faithfully and without any conflicting interest.
- D. This Deed sets out the terms on which the Contractor will have access to the Confidential Information

OPERATIVE PROVISIONS:

1. Recitals

The Parties acknowledge the truth and accuracy of the Recitals in every particular.

2. Interpretation

2.1 Definitions

In the interpretation of this Deed unless a contrary intention appears requires the following expressions will have the following meanings:

"Agreement" means the Agreement between the Board and the Contractor dated [insert date] for the supply of the Deliverables as defined in the Agreement.

"Board" means the State Contracts Control Board established by the Public Sector Employment & Management Act 2002 and includes duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

"Confidential Information" means information that:

- (a) is by its nature confidential;
- (b) is designated by the Principal as confidential; or

- (c) the Contractor knows or ought to know is confidential;
and includes but is in no way limited to:
- (d) the Contract Material;
- (e) The Principal's Material including the financial information, the corporate information and the commercial information of the Principal or any Customer;
- (f) any material which relates to the affairs of a third party;
- (g) information relating to the policies, strategies, practices and procedures of the NSW Government and any information in the Contractor's possession relating to the NSW Public Service.

"Contractor" means *[insert name of Contractor]*

"Contract Material" means:

- (a) any material created, written or otherwise brought into existence as part of, or for the purpose of performing the Deliverables including but not in any way limited to all Records, working papers, programs, flow charts, reports, including documents, equipment and information and data stored by any means ("New Contract Material");
- (b) any material which is existing at the date of this Agreement and which is incorporated with the New Contract Material ("Existing Contract Material").

"Customer" has the same meaning as in the Agreement;

"Express Purpose" means the Contractor performing the obligations under the Agreement.

"Intellectual Property Rights" includes copyright, patent, trademark, design, semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights existing in Australia, whether created before or after the date of this Agreement;

"Notice" means notice in writing given in accordance with this Deed; and

"Principal" means *[insert name of Principal]*.

"Principal's Material" means any documentation, information or material supplied by or on behalf of the Principal, or a Customer to the Contractor

"Records" includes the Contract Material and any other information, documents or data brought into existence by any means and stored by any means in connection with the performance of the Agreement;

2.2 General

- 2.2.1 Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- 2.2.2 A reference to:
- (a) legislation (including subordinate legislation) is a reference to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (b) a document or agreement, or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (c) a person includes any type of entity or body of persons whether or not it is incorporated or has a separate legal entity;
 - (d) anything (including a right, obligation or concept) includes each part of it.
- 2.2.3 If this Agreement expressly or impliedly binds more than one person then it shall bind each such person separately and all such persons jointly.
- 2.2.4 A singular word includes the plural, and vice versa.
- 2.2.5 A word which suggests one gender includes the other genders.
- 2.2.6 If a word is defined, another part of speech of that word has a corresponding meaning.

3. Non disclosure

- 3.1.1 The Contractor must not disclose the Confidential Information to any person without the prior written consent of the Principal.
- 3.1.2 The Principal may grant or withhold its consent in its discretion.
- 3.1.3 If the Principal grants its consent, it may impose conditions on that consent, including a condition that the Contractor procure the execution of a Deed in these terms by the person to whom the Contractor proposes to disclose the Confidential Information.
- 3.1.4 If the Principal grants consent subject to conditions, the Contractor must comply with those conditions.
- 3.1.5 Despite cl.3.1.1, the Contractor may disclose the Confidential Information to its directors, officers, employees, and contractors ("permitted recipients") where such disclosure is essential to carrying out their duties owed to the Contractor or in accordance with this Deed.
- 3.1.6 Before disclosing the Confidential Information to a permitted recipient, the Contractor will ensure that the permitted recipient is aware of the confidentiality requirements of this Deed and is advised that it is strictly forbidden from disclosing the Confidential Information or from using the confidential information other than as permitted by this Deed.
- 3.1.7 The Confidential Information must not be copied or reproduced by the Contractor or the permitted recipients without the expressed prior

written permission of the Principal, except as for such copies as may be reasonably required for the purposes of this Deed.

- 3.1.8 The Principal may at any time require the Contractor to promptly arrange for the permitted recipients to execute a Deed of Confidentiality substantially in the form of this Deed.
- 3.1.9 If any person being any director, officer, contractor or employee of the Contractor, who has had access to the Confidential Information in accordance with this clause leaves the service or employ of the Contractor then the Contractor will ensure that that person does not do or permit to be done anything which, if done or permitted to be done by the Contractor, would be a breach of the obligations of the Contractor under this Deed.
- 3.1.10 The requirements of this Deed do not affect the obligation of the Contractor to disclose any Confidential Information where it is required to be disclosed at law.

4. Restriction on use

- 4.1 The Contractor must use the Confidential Information only for the Express Purpose and must not without the prior written consent of the Principal use the Confidential Information for any purpose other than the Express Purpose.
- 4.2 The Contractor must, unless otherwise authorised by the prior written consent of the Principal:
 - (a) treat as confidential and secret all of the Confidential Information which the Contractor has already acquired or will acquire from the Principal;
 - (b) take proper and adequate precautions at all times and enforce such precautions to preserve the confidentiality of the Confidential Information and take all necessary action to prevent any person obtaining access to the Confidential Information other than in accordance with this Deed;
 - (c) not directly or indirectly use, disclose, publish or communicate or permit the use disclosure, publication or communication of the Confidential Information to any person other than in accordance with this Deed;
 - (d) not copy or disclose to any person in any manner any of the Confidential Information other than in accordance with this Deed; and
 - (e) ensure that the permitted recipients comply with the terms of this Deed and keep the Confidential Information confidential and not use or disclose the Confidential Information other than as permitted by this Deed.

5. Survival

This Deed will survive the termination or expiry of the Agreement.

6. Rights of the Board

6.1 Production of Documents

- 6.1.1 The Principal may demand the delivery up to the Principal of all documents in the possession or control of the Contractor containing the Confidential Information.
- 6.1.2 The Contractor must immediately comply with a demand under this Clause 6.
- 6.1.3 If the Principal makes a demand under this clause 6, and the Contractor has placed or is aware that documents containing the Confidential Information are beyond his or her possession or control, then the Contractor must provide full particulars of the whereabouts of the documents containing the Confidential Information, and the identity of the person in whose possession or control they lie.
- 6.1.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

6.2 Legal Proceedings

The Principal may take legal proceeding against the Contractor or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7. Indemnity and release

- 7.1 The Contractor is liable for and agrees to indemnify and keep indemnified the Principal or a Customer in respect of any claim, damage, loss, liability, cost, expense, or payment which the Principal or a Customer suffers or incurs as a result of:
 - (a) a breach of this Deed (including a breach of this Deed which results in the infringement of the rights of any third party); or
 - (b) the disclosure or use of the Confidential Information by the Contractor or the permitted recipients other than in accordance with this Deed.

8. No exclusion of law or equity

This Deed does not exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

9. Waiver

- 9.1 No waiver by the Principal of one breach of any obligation or provision of this Deed will operate as a waiver of another breach of any other obligation or provision of this Deed.
- 9.2 None of the provisions of this Deed will be taken to have been varied, waived, discharged or released by the Principal unless by its express consent in writing.

10. Remedies Cumulative

10.1 Cumulative

The rights and remedies provided under this Deed are cumulative and not exclusive of any other rights or remedies.

10.2 Other Instruments

Subject to the other covenants of this Deed, the rights and obligations of the parties pursuant to this Deed are in addition to and do not derogate from any other right or obligation between the parties under any other deed or agreement to which they are parties.

11. Variations and amendments

No term or provision of this Deed may be amended or varied unless reduced to writing and signed by the parties in the same manner as this instrument.

12. Applicable law

This Deed will be governed and construed in accordance with the law of New South Wales and the Commonwealth of Australia.

13. Notices

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

Executed as a Deed

SIGNED, SEALED AND DELIVERED)
)
 by)
 for and behalf of the [insert name of Principal]) (signature of the Principal)

in the presence of:)
)
 [insert name of Witness]) (signature of Witness)

SIGNED, SEALED AND DELIVERED)
)
 by)
 [insert name of Contractor]) (signature of Contractor)
)
 in the presence of)
 [insert name of Witness]) (signature of Witness)

Schedule 5 Management Fee Audit Confidential Disclosure Deed of Agreement

Effective Date:

Auditor (Company):

This Confidential Disclosure Deed of Agreement is entered into by and between the Contractor ("Contractor") ABN and the "Auditor", which has been engaged by the State Contracts Control Board ("Board") under an Agreement with the Contractor to carry out a review of the Contractor's records and systems in connection with the Agreement dated.....for the supply of.....

1. In accordance with the clause 9 of the Agreement the Contractor will disclose to the Auditor all information that the Auditor may reasonably require to enable the Auditor to determine the amount of the Management Fee payable by the Contractor.
2. **Representatives.** The officer(s) responsible for disclosing or receiving Confidential Information are:
 On behalf of the Contractor:
 Name:
 Title:
 The Contractor's address:
 Other officer:
 On behalf of Auditor:
 Name: -----and any other partner or employee of the Auditor who is involved in the Audit or has a need to know in connection with the Audit.
 Title:
 Work Address of Auditor's representative above:
3. **Definition of Confidential Information.** The "Confidential Information" disclosed under this Agreement is all information in any form received in connection with the Audit. A recipient of Confidential Information under this Agreement shall have a duty to protect all such Confidential Information whether expressly disclosed as Confidential Information or not.
4. **Disclosure Period and Term.** The information disclosed by the Contractor to the Auditor will remain confidential for a period of 2 years from the date of this Deed.
5. **Use of Confidential Information.** The Auditor shall use, and shall ensure that any of its employees or contractors use, the Confidential Information for the sole purpose of fulfilling the Auditor's obligations to the Board in relation to the Audit.
6. **Protection of Confidential Information.** The Auditor shall not disclose the Confidential Information to a third party other than the Board, and solely for the purposes for which the Confidential Information was disclosed. The Auditor shall take all reasonable steps to prevent the unauthorised use, dissemination or publication of the Confidential Information. For the avoidance of doubt, the Auditor's partners and employees referred to in clause 2 are not third parties for the purposes of this clause.
7. **Exclusions.** This Agreement imposes no obligation upon a Recipient of the Auditor with respect to the Confidential Information which:
 - (a) is or becomes a matter of public knowledge through no fault of the Recipient;
 - (b) is required to be disclosed under operation of law; or
 - (c) is disclosed by the Recipient with the Discloser's prior written approval; or
 - (d) is disclosed to a party's legal adviser in connection with the Audit or this Deed of Agreement.

8. **Proprietary Rights.** Neither party to this Deed of Agreement acquires any intellectual property rights or any other rights under this Deed of Agreement except the limited right to use set out in paragraph 5 above.
9. **General.** The parties do not intend that any agency or partnership relationship be created between them by this Deed of Agreement. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. All additions or modifications to this Deed of Agreement must be made in writing and must be signed by both parties.

This Deed of Agreement shall be governed by the laws of the State of New South Wales and shall be subject to the jurisdiction of the Courts in Sydney, Australia.

Signed sealed and delivered by the parties:

CONTRACTOR:	AUDITOR:
ABN/ACN:	ABN/ACN:
Authorised Signature: _____	Authorised Signature: _____
Name: _____	Name: _____
Title : _____	Title : _____
Date: _____	Date: _____

Schedule 6 smartbuy® Requirements

1. smartbuy® Licence

- 1.1 The Board grants to the Contractor a non-exclusive, non-transferable, revocable licence to use smartbuy® for the performance of its obligations under this Agreement.

2. Authorised User

- 2.1 The Board may approve a person nominated by the Contractor and allow such person to access or use smartbuy® and become an Authorised User or an Administrator.
- 2.2 The Board may in its discretion decline to accept a person nominated by the Contractor as an Authorised User or an Administrator, without stating its reasons.

3. Contractor Obligations

- 3.1 The Contractor must provide any information that is reasonably required by the Board for use by smartbuy® including Contractor Information. The Contractor must ensure that all information provided to the Board (including maintaining information in the smartbuy® system) is current, correct, and complete at all times. The Contractor must immediately notify the Board of any changes required to the Contractor Information.
- 3.2 The Contractor agrees that Contractor Information will be published on smartbuy® by the Board. Contractors are responsible to ensure that Designated and Nominated Sub-Contractors are aware that their information will be published by the Board on smartbuy® as a part of Contractor Information.
- 3.3 The Contractor must:
- a) conform to the Board's current password policies;
 - b) comply with all directions given by the Board in relation to the Contractor's access and/or use of smartbuy®; and
 - c) ensure that Transactions are only made for and on behalf of the Contractor and in accordance with this Agreement
 - d) provide the Board with an appropriate number of dedicated personnel to ensure the appropriate use of smartbuy®.

4. Catalogues

- 4.1 The Board requires the Contractor (unless otherwise specified by the Board) to take responsibility to update and actively maintain Catalogue Information provided by the Contractor on smartbuy®, or its Externally Hosted Catalogue.
- 4.2 The Contractor is responsible for the accuracy and completeness of Catalogue Information including any images supplied by the Contractor.
- 4.3 The Contractor is required to provide Catalogue Information to an acceptable data standard, approved by the Board. Catalogue Information must include all required item attributes including United Nations Standards Products & Services Codes (UNSPSC). The Contractor may either provide developed Catalogue Information to the Board or may request the Board to provide it with assistance, at a fee.
- 4.4 The Board may transform data provided by the Contractor in order to load it into smartbuy® however the values and meaning of the data will not be modified without the prior agreement of the Contractor.
- 4.5 If the Board produces formatted Catalogue Information for the Contractor, then the Contractor must ensure that the formatted Catalogue Information is current, correct, and complies with its obligations under this Agreement.
- 4.6 The Board may review any Catalogue Information and require the Contractor from time to time to update or take off-line its existing Catalogue Information, add new

Catalogue Information and/or verify that the Catalogue Information is accurate, current and in accordance with its obligations under this Agreement or applicable Codes and Standards.

- 4.7 The Board reserves the right to audit the Contractor's Externally Hosted Catalogue Information from time to time for compliance with this Agreement.
- 4.8 The Contractor may only make available information or data, including any Catalogue Information in an Externally Hosted Catalogue to NSW agencies with the Board's prior written consent. Where such approval is given the Contractor will provide the Board with administrator access to its Externally Hosted Catalogue to enable the Board to conduct audits as required.
- 4.9 When approved to connect an Externally Hosted Catalogue, the Contractor must set up accounts for Eligible Customers within two working days from receipt of lodgement of a completed request and ensure that all Eligible Customers can access Catalogue Information.
- 4.10 Externally Hosted Catalogues shall not provide functionality that allows Eligible Customers to directly place orders for Deliverables. The Contractor agrees that, after an Eligible Customer has finished its browse activities, the Customer Contract for the Deliverables in Externally Hosted Catalogues must be transmitted via smartbuy®.
- 4.11 The Contractor's Externally Hosted Catalogue(s) should be available 7 days a week excluding any scheduled maintenance. Contractors must, in relation to their Externally Hosted Catalogues, give the Board reasonable prior notice of any scheduled maintenance and the time it will occur. The Contractor agrees to monitor the performance of its system and notify the Board immediately of any outage of its Externally Hosted Catalogue, except for any scheduled maintenance that the Contractor has notified the Board about.
- 4.12 The Contractor agrees to nominate in writing to the Board within 2 days of entry into this Agreement a person who can be contacted between 9am and 5pm during normal business days to receive and respond to enquiries relating to its Externally Hosted Catalogues.
- 4.13 The Contractor agrees to include on its webpage a customised error message confirming that the error is with the Externally Hosted Catalogue and not with smartbuy®.

5. Provision and Updating of Catalogue Information

- 5.1 The Contractor is required to provide electronic Catalogue Information in a smartbuy® format acceptable to the Board no later than 30 days from the commencement of this Agreement, inclusive of Catalogue Information specific to particular Eligible Customers.
- 5.2 All Catalogue Information including that pertaining to particular Eligible Customers must be updated in strict accordance with the frequency and conditions outlined in this document from the date on which the Catalogue Information is initially hosted on smartbuy® as per clause 4 above.

6. Availability

- 6.1 The Board may in its discretion limit or suspend the Contractor's access or use of smartbuy® during the Term of this Agreement.
- 6.2 Unless otherwise notified by the Board, smartbuy® will be accessible 7 days a week except during any necessary scheduled maintenance, unscheduled maintenance or unavailability caused by a circumstance beyond the reasonable control of the Board or its third party suppliers.
- 6.3 The Board will endeavour where reasonably practicable to notify the Contractor of any:
 - a) changes or upgrades to smartbuy®'s functionality that materially affect the Contractor's use of smartbuy®;

- b) changes in equipment or configuration requirements of smartbuy® that materially affects the Contractor's ability to access and use smartbuy®.
- 6.4 The Board agrees to make available the NSW Procurement Client Support Centre to assist the Contractor in relation to any defects it experiences in the operation or functionality of smartbuy®. The Contractor agrees to report any issues or defects to the Client Support Centre on 1800 NSW BUY (679 289) or NSWP_Support@services.nsw.gov.au. Unless the Contractor is otherwise notified by the Board, the Client Support Centre will be available from 8.30 am to 5.00 pm Monday to Friday, excluding public holidays. The Board may change the times during which the Client Support Centre is available from time to time.

7. smartbuy® Security

- 7.1 smartbuy® security systems have been created to protect buyers, suppliers and information maintained on or transmitted from or to smartbuy®.
- 7.2 Key elements of the security regime include:
- a) Data Centre certified to BS7799, ASIO T4 rating and Suntone 2 Accreditation;
 - b) Robust firewalls;
 - c) Multi level system design;
 - d) Virus protection;
 - e) Password protection and restricted access permissions;
 - f) Intrusion detection systems;
 - g) Audit trails of user activities;
 - h) Where encryption is used, HTTPS protocol with 128 bit technology has been selected;
 - i) Programme of system upgrades to ensure security compliance.
- 7.3 The Contractor must:
- a) have in place procedures to prevent any unauthorised use of smartbuy® by any person on its behalf (including Administrators, Authorised Users or an unauthorised third party) and these procedures must include provision to ensure its Administrators and Authorised Users are prevented from accessing or using smartbuy® upon them ceasing to be authorised to do so;
 - b) make all reasonable efforts to ensure that any information (including documents) that it transmits via smartbuy® will be free from viruses, worms or trojan horses or any other malicious program that is capable of causing damage to smartbuy® or smartbuy®'s users;
 - c) make all reasonable efforts to ensure that its systems are secure and are kept up to date with adequate anti-virus software;
 - d) notify the Board immediately of any significant security breaches that it suffers or threats that it is aware of.
- 7.4 The Contractor acknowledges that user logins and passwords used to access smartbuy® are transmitted using HTTPS protocol. Delivery of business documents (such as purchase orders and/or Invoices) is done through the following mechanisms, depending on the election of the Contractor:
- a) Facsimile;
 - b) Unencrypted emails;
 - c) SFTP: File Transfer Protocol over Secure Sockets Layer (SSL) (Secure Shell (SSH) available on request);
 - d) HTTPS protocol: Hypertext Transport Protocol over Secure Sockets Layer (SSL).

- 7.5 While the Board will make reasonable endeavours at all times to make smartbuy® secure, the Board does not guarantee:
- a) the security of smartbuy®, the internet, and any other system, including the system used by the Board to access or use smartbuy®;
 - b) that the delivery of business documents will be uninterrupted or secure;
 - c) that smartbuy® will be uninterrupted, timely, secure or error-free;
 - d) that smartbuy®, the internet, and any other system, including the system used by the Contractor, will be free of viruses or errors.

The Contractor must immediately notify the Board if it suspects, becomes aware, or has knowledge of any unauthorised use of smartbuy® by another person.

- 7.6 The Board may provide access and password details ("Passwords"):
- a) to Administrators to be supplied to Authorised Users; and/or
 - b) directly to the e-mail addresses of Authorised Users who are acceptable to the Board.
- 7.7 The Contractor must take all reasonable steps to protect and keep secret any Passwords that the Board provides to it as per clause 7.6. The Contractor acknowledges and agrees that Board will rely on their use of a Password as conclusive evidence of their identity and authority, without further investigation. The Contractor must immediately notify the Board if it suspects, knows about or has knowledge that a Password has become compromised or known to another person and/or of any unauthorised use of a Password by another person has occurred, as per clause 7.5.

8. Minimum Configuration

- 8.1 To access and use smartbuy® TRADE the Contractor must have the following minimum configuration and the Contractor warrants that it has:
- a) Windows 95, 98, 2000 or XP, IE 5.5 or later, a recommended video resolution of 1024X768; and
 - b) will configure its web browser to use SSL3.0 and ensure that the auto-complete or similar function is switched off for "Contractor name and passwords on forms".
- 8.2 These configurations may be varied by the Board due to changes or upgrades to smartbuy® from time to time. The Board will, wherever practicable, notify the Contractor of any variations to the configurations. The Contractor acknowledges that any access speed to smartbuy® and the performance of smartbuy® is limited by the Contractor's Internet service or other infrastructure and equipment.
- 8.3 If the Contractor has any queries in relation to these configuration requirements it may contact the Client Support Centre.

9. Improper Use of smartbuy®

- 9.1 The Contractor must not intentionally, recklessly or negligently interfere with any other parties' use of smartbuy®. The Contractor must not use smartbuy® or any service provided by the Board to post or transmit any information or provide a link to any third party website that:
- a) defames, threatens or menaces any person;
 - b) breaches any law or regulation or infringes a third party's rights;
 - c) is indecent, pornographic or obscene;
 - d) knowingly transmits any virus, computer programme, code, device, product, components or other disabling feature that prevents, inhibits or impairs the performance of smartbuy®;
 - e) is an unsolicited commercial electronic message promoting the supply of goods or services.

9.2 The Contractor must ensure that its employees, officers and agents view or access any material published or made available on smartbuy® TRADE and/or smartbuy® CONNECT in accordance with this Agreement.

9.3 The Contractor must not use smartbuy® to sell, buy or dispose of, or attempt to sell, buy or dispose of any goods or services that are not specified by the Board under this contract, are unlawful or unauthorised.

10. Disclaimer

10.1 The Board makes no warranties in relation to the condition, fitness, merchantability, quality and title of the Deliverables purchased by the Customer using smartbuy®. To the extent permitted by law, the Board expressly excludes all conditions, warranties and terms whether express, implied, or statutory, which would otherwise be implied by law, conduct or otherwise into this Agreement.

11. Privacy

11.1 The Contractor warrants, in respect of any personal information provided in connection with the use of smartbuy®, that the information is accurate, up to date and complete, and that individuals to which the personal information refers authorise its collection and are aware:

- a) that personal information is being collected, and will be held by the Board at the address shown in smartbuy® or by its third party suppliers;
- b) that the information is being collected for the purpose of managing smartbuy®, and the administration of this Agreement, and may be made available to Eligible Customers for those purposes;
- c) whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided; and
- d) of the existence of any right of access to, and correction of, the information.

11.2 The Contractor acknowledges that its use of smartbuy® indicates its knowledge and acceptance of the privacy policy displayed on smartbuy®. smartbuy® may contain links to other websites. The Board is not responsible for the privacy practices or the content of such sites. The Board requires the Contractor to read the privacy statements in these linked sites, as their privacy policies may differ from those of the Board.

12. Integration with smartbuy® CONNECT

12.1 All electronic documents transmitted through smartbuy® TRADE are routed via smartbuy® CONNECT. smartbuy® CONNECT may also be used for document transmission directly between Eligible Customers and Contractors, without passing through the smartbuy® TRADE.

12.2 The following Transmission Types and Document Types are supported by smartbuy® CONNECT. The combination of Transmission Type and Document Type is termed a Trading Channel:

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

12.3 smartbuy® CONNECT supports the following business documents via the Trading Channels outlined above.

- a) PO
- b) PO Change

- c) PO Acknowledgement
 - d) Receipt
 - e) Receipt Change
 - f) Advanced Shipping Notice
 - g) Invoice
 - h) Technical Message Acknowledgement
- 12.4 Contractors must adhere to the smartbuy® Transmission specifications and smartbuy® Document specifications for the Trading Channel selected (specifications available on request. If you require more information contact the NSW Procurement Client Support Centre on 1800 NSW BUY (679 289) or NSWP_Support@services.nsw.gov.au). For all documents implemented, Contractors must be capable of reading and actioning all mandatory and optional fields as defined in the document specifications.
- 12.5 The Board may assist in the development of an estimate of the costs of any integration to smartbuy® CONNECT. Firm pricing cannot be determined until the conclusion of a specific implementation planning study. Costs will vary depending upon the level of integration and their capability. Any integration of their systems with smartbuy®, including any Externally Hosted Catalogues may only take place with the Board's prior consent. The Contractor acknowledges that they will support and fund the establishment, maintenance and regular content update costs associated with integrating their systems with smartbuy® CONNECT. The Contractor is responsible and liable for any damage or claim that the Board suffers or incurs resulting from or in connection with the integration or interoperation of their systems with smartbuy®.

13 Invoices

- 13.1 It is a requirement that the Contractor provides electronic invoices to smartbuy® for all purchases by all NSW Government agencies against this Agreement - irrespective of how the purchase order is received (for example, via fax, telephone, mail, vendor online ordering system, etc). Contractors must send invoices via one of three channels:
- a). Via the HTTPS/xCBL3.0 Trading Channel adhering to the smartbuy® HTTPS Channel Specification and the smartbuy® xCBL3.0 Document Specification. Contractors are responsible for all costs associated with implementing and maintaining the channel.
 - b). Via the SFTP/CSV Trading Channel adhering to the smartbuy® SFTP Channel Specification and the smartbuy® CSV Invoice Document Specification. Contractors are responsible for all costs associated with implementing and maintaining the channel.
 - c). Via a hosted web-portal provided by smartbuy® that allows Contractors to enter invoices online.

14 Externally Hosted Catalogues

- 14.1 Where Contractors are required to provide an Externally Hosted Catalogue the catalogue must utilise the OCI v3.0 protocol over HTTPS for both inbound and outbound requests.

Schedule 7 Financial Security (not used)

EXECUTED AS A DEED

Guide Note: For the Form of Undertaking to be effective, it must be executed as a deed. Like Part D, the Execution of a Deed requires the form to be executed by Supply and the financial institution providing the undertaking.

*Delete whichever is not applicable.

Financial Institution/Company

Contract Officers are no longer required to obtain the Company common seal when dealing with a company. However, you are required to obtain the signatures of one of two combinations:

- 1) *the Corporate Secretary and a Director, or*
- 2) *two Directors*

SIGNED by [insert party name]<insert name of company>, ABN <insert ABN number>, a prudentially supervised institution by the Australian Prudential Regulation Authority (APRA), and in accordance with section 127 of the Corporations Act and in the presence of:

<*Director/Secretary>

Director

Print Name

Print Name

Schedule 8 Performance Management

SERVICE LEVELS

The service levels/proposed Key Performance Indicators (KPIs) that Contractors will be required to meet are as follows:

SL #1	Online Ordering
Reason	To increase the proportion of orders received online to reduce costs for the Contractor and the Customer.
Reporting Method	Order Source Report - The Contractor to report monthly on all order methods available and utilised by Customers, overall and individually.
KPI	% of total orders made online.
Service Level	Initial benchmark of 60% orders online.
Variable	Benchmark to increase in annual increments of 10%, up to a maximum target of 90%.

SL #2	Warranties and Guarantees
Reason	To monitor and ensure that the Contractor fulfils its obligation to the Customer to honour the warranty provisions of the contract.
Reporting Method	Warranties, Refunds and Replacements Report – includes all warranty claims made by Customers.
KPI	% of total warranty claims honoured.
Service Level	100% of all warranty claims are honoured.

SL #3	DIFOT (Delivery In Full On Time)
Reason	To ensure that all orders are delivered in full and on time. This is not referring to warehouse fill rate.
Reporting Method	DIFOT Report - DIFOT reporting for all orders delivered
KPI	% of total orders delivered in full within guaranteed delivery times.
Service Level	98% Within contracted guaranteed delivery times.

SL #4	Invoicing Accuracy
Reason	Ensuring that the Contractor invoices accurately.
Reporting Method	Credit Notes Report – Report on credit notes issued to Customers.
KPI	% of credit notes issued to Customers.
Service Level	100% Accuracy.

SL #5	Savings
Reason	Ensuring that all savings targets as set in the Contractor's savings plan are tracked to agreed Year To Date value.
Reporting Method	Savings Deliverables Report - actual savings against targets for each element of savings plan by Customer
KPI	% being the actual savings delivered as a proportion of the savings predicted
Service Level	100% of savings delivered

SL #6	Deliverables Not Currently on the Price Schedule
Reason	To ensure that any Deliverables sold to a Customer in the previous month, not currently listed on the contract price schedule, and within the scope of the contract, are submitted with the required information within the required time at an acceptable price
Reporting Method	Deliverables not currently on the price schedule report
KPI	Whether a report is submitted with items sold that are not currently on the price schedule or a declaration that no such items have been sold. If a nil report with declaration is provided for the first reporting period, the first rating will be 100%. If a nil report is submitted and accompanied by a declaration, accepted, rating rolls over from

SCCB Standard - Part D –Agreement

	previous period.
Service Level	100% Compliance, in time, with required detail, acceptably priced. Or nil report accompanied by declaration.

SL #7	Sales Reports Submitted on Time
Reason	Ensure that the sales report is received within 30 days of the end of the Payment Period in full accordance with the Management Fee provisions of the contract.
Reporting Method	By receipt of Sales Report through the method established under the contract – monitored by Contracting Services
KPI	On time 100%, late 0%
Service Level	All Sales Reports on time
Penalty	As per management fee provisions of the contract.

SL #8	Management Fee Payment
Reason	Ensure that payment of Management Fee is received within 30 days of the end of the Payment Period in full accordance with Management Fee provisions of the contract.
Reporting Method	By receipt of payment - monitored Contracting Services
KPI	On time 100%, late 0%
Service Level	All Management Fee Payments on time
Penalty	As per management fee provisions of the contract.

SL #9	Statement Of Currency
Reason	To ensure that contract insurance requirements, OH&S Policy, MSDS information, Disaster Recovery and Business Continuity Plans are current and updated.
Reporting Method	Statement Of Currency Report - a declaration that all insurances, OH&S Policy, Materials Safety Data Sheets manifesto, Disaster Recovery and Business Continuity Plans are current and updated provided on time monitored by Contracting Services
KPI	Yes or no
Service Level	100% Compliance

SL #10	Contract reporting timeliness and accuracy
Reason	To ensure that all reporting is delivered on time and in full on or by the agreed date
Reporting Method	The Contractor is to provide monthly all contractually agreed reporting accurately and within the specified times. Monitored by Contracting Services
KPI	Yes or No
Service Level	100% Compliance

SL #11	New Reports & Data Agreed - Timeliness & Accuracy
Reason	To ensure that all new reports are delivered on time and in full on or by the agreed date
Reporting Method	The Contractor is to provide all new reports requested by Contracting Services within the agreed time - Monitored by Contracting Services
KPI	Yes or No
Service Level	100% Compliance

SL #12	Innovation
Reason	The Contractor to take the opportunity to offer meaningful proposals representing innovation to Contracting Services.
Report	Innovation Report - opportunity to submit innovation proposals quarterly.

SCCB Standard - Part D –Agreement

KPI	0% if no innovations are submitted that meet the criteria for registration 100% if one innovation is submitted per quarter and registered as meeting the criteria.
Service Level	One proposal registered per quarter. For an innovation to be registered for this KPI, it will need to be strongly argued and supported by data, research and modelling that would represent a proof of concept. The Vendor Manager will be the sole judge of whether the innovation is registered against this KPI.

SL #13	Identified Actions Completed on Time
Reason	Ensuring that actions required of the Contractor from previous contract meetings are addressed and or reported on within the agreed time frames.
Reporting Method	Monitored by Contracting Services
KPI	% score from all answers to survey by all respondents modified by the % of respondents.
Service Level	Yes or No
Variable	100% Compliance.

SL #14	Customer Satisfaction
Reason	Ensuring that satisfaction of Customers remains equal to or above acceptable levels. Survey format and targets to be agreed in conjunction with Contracting Services.
Reporting Method	Contractor to conduct annual surveys on behalf of Contracting Services - monitored by Contracting Services.
KPI	% satisfactions score from all answers to survey by all respondents modified by the % of respondents.
Service Level	To be negotiated.
Variable	Service level to be reviewed annually in response to results of surveys.

Performance Criteria and KPI's - Scorecard

For the purpose of managing the Contractor's performance, a scorecard will be established that will draw on the KPIs to produce an overall performance figure for the Contractor.

Most of the KPIs and SLs are set above, however, some will be negotiated with prospective Contractors, or throughout the course of the contract.

The Principal and the Contractor will meet as determined to review and agree on the final monthly score for the scorecard.

Incentives and Penalties

A Contractor that performs unsatisfactorily as measured in its overall performance score, or performs unsatisfactorily in any of the KPIs in such away as to be unacceptable to Contracting Services, may be suspended from the contract, or have its contract with the Board terminated.

Attachment 1 - Performance Criteria and KPI's - Scorecard

A draft scorecard is attached as Attachment 1 to Part D, Schedule 8.

Reporting to NSW Government Agencies

It is mandatory that the Contractor provide to each NSW Government Agency a report that will assist the NSW Government Agency in collating figures to produce their annual Waste Reduction And Purchasing Policy (WRAPP) report. The Contractor will inform themselves of the requirements under the policy and provide figures in terms of what the Contractor has supplied that is covered by WRAPP reporting requirements.

Environmental Reporting

All of the information below should not just be for the reporting period, but should show discrete figures for each quarter for the last two financial years or for however long the Customer has been a Customer of the Contractor regardless of which contractual arrangement that may be, at a minimum the report must show:

The following additional reports are also required.

- a) **Recycled Report** - Provide a list of all Deliverables that have recycled content, with volume and spend figures per item.
- b) **Energy Efficiency Report** - Provide a list of all audio-visual equipment that would demonstrate maximum operating power and typical standby power.
- c) **Environmental Report** - Report the uptake of environmentally friendly Deliverables. Provide an excel file that lists per Customer/organisation the % spend on items considered to inflict minimal or no harm on the environment under the contract, as a percentage of the total spend, on a category basis and total contract basis.
- d) **Greenhouse Gas Report** - Within one month of the anniversary of the commencement of the contract, provide a report that shows, the total CO2 produced in servicing the contract. Also, in the same terms, show the total CO2 produced per government Customer, and the total produced for servicing all NSW Government Customers.
- e) **WELS Report** - Under the Water Efficiency Labelling and Standards (WELS) Scheme, suppliers are required to provide water efficiency information, and star-ratings, to consumers - clothes washers, dishwashers, showers, taps, toilets, urinals and flow controllers. Products manufactured in or imported into Australia are subject to WELS requirements if supplied as new products. Report will include WELS star ratings items sold to customers under the contract.

All reports that include numerical information, or provided in tables (row & column) to be provided in excel files or text files converted from excel files that are able to be simply converted into an excel file.

All reports to be issued in electronic copy unless otherwise specified, and in the format required by the agency.

Schedule 9 Expert Determination Procedure

1. Questions to be determined by the Expert

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

2. Submissions

- 2.1 The procedure for submissions to the expert is as follows:
- 2.2 The Party to the Agreement which has referred the issue to Expert Determination must make a submission in respect of the issue, within 15 business days after the date of the letter of engagement referred to in clause 15.5.3 of the Agreement.
- 2.3 The other party must respond within 15 business days after receiving a copy of that submission. That response may include cross-claims.
- 2.4 The Party referred to in clause 2.2 may reply to the response, but must do so within 10 business days after receiving the response, and must not raise new matters.
- 2.5 The other Party may comment on the reply, but must do so within 10 business days after receiving the reply, and must not raise new matters.
- 2.6 The expert must ignore any submission, response, reply, or comment not made within the time given in clauses 2.2 to 2.5 of this Expert Determination Procedure, unless the Principal and the Contractor agree otherwise.
- 2.7 The expert may request further information from either Party. The request must be in writing, with a time limit for the response. The expert must send a copy of the response to the other Party, and give the other Party a reasonable opportunity to comment on the response.

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

3. Conference

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

4. Role of Expert

- 4.1 The Expert:
- 4.1.1 acts as an expert and not as an arbitrator;
 - 4.1.2 must make its determination on the basis of the submissions of the Parties, including documents and witness statements, and the expert's own expertise; and
 - 4.1.3 must issue a certificate in a form the expert considers appropriate, stating the expert's determination and giving reasons, within 12 weeks after the date of the letter of engagement referred to in clause 15.5.3 of the Agreement.
 - 4.1.4 If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate.

Schedule 10 Sample Granular Sales Data Template

Please double click the icon below to open the Sample Granular Sales Data Template before printing out the document.



Sample Granular
Sales Data Template |

EXECUTED AS A DEED

Guide Note: The signature required for and on behalf of SCCB is, of course, a core clause. Please select from the Library options the relevant contractor (Company, Individual, or Power of Attorney) that will sign the Deed.

SIGNED, SEALED AND DELIVERED)
by the signatory for and on behalf of the)
NEW SOUTH WALES STATE)
CONTRACTS CONTROL BOARD for
and on behalf of the Crown in right of the
State of New South Wales but not so as to
incur any personal liability in the presence
of:

*Witness

Signatory

Print Name

Print Name

Position

*Delete whichever is not applicable.

Option 1. Company

Contract officers are no longer required to obtain the Company common seal when dealing with a company. However, you are required to obtain the signatures of one of two combinations:

- 1) *the Corporate Secretary and a Director, or*
2) *two Directors, or*

SIGNED by [insert party name]<insert)
name of company>, ABN <insert ABN)
number> in accordance with section 127 of)
the Corporations Act and in the presence of:

<*Director/Secretary>

Director

Print Name

Print Name

*Delete whichever is not applicable.

Option 2. Company

Please use this clause when the sole director is also the sole secretary.

SIGNED SEALED AND DELIVERED by _____)
<insert name of company>, ABN <insert)
ABN number> in accordance with section)
 127 of the Corporations Act and in the
 presence of :

 Witness

 Signatory

 Print Name

 Print Name

Option 3. Individual

SIGNED by <name of individual> [insert)
party name] in the presence of:)
)

 Witness

 Signatory

 Print Name

 Print Name

Option 4: Power of Attorney

Guide Note: Contract officers do not have to require a registered Power of Attorney from the contractor. To prove legal authority, officers must obtain a certified copy of the letter conferring the Power of Attorney.

SIGNED by <insert name of individual>)
[insert party name] by <his/her/its>)
 attorney, <insert name of attorney> under)
 power of attorney (who states that the
 attorney has no notice of revocation of the
 attorney) in the presence of:

 Witness

 Signatory

 Print Name

 Print Name

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Component: WASHING MACHINE.....	26
Component: WATER HEATERS.....	26

Specifications

The tender is open to manufacturers, wholesalers and retail distributors for the provision of Electrical & Gas Products and Presentation Equipment. It is envisaged there will be regular 'ad hoc' purchases as well as the 'planned' product requirements. Agencies may choose to run their own separate RFQ processes for volume requirements using the successful tenderers following this contract establishment.

The following specifications are to be read in conjunction with the item descriptions contained in Part C (pricing schedule) of the RFT.

The aim of this RFT and subsequent agreement is to provide a panel of generalist and specialist suppliers for NSW Government agencies and other clients. The minimum number of suppliers required to adequately provide this service will be appointed to the contract. Small to medium enterprises with the capacity to provide service to large regional areas within NSW are encouraged to tender.

Tenderers may offer their full range of products in one or more or all categories. Tenderers may provide additional information, but separately, regarding products that they are able to supply under the same terms and conditions, not covered by the above categories or by any other State Contracts Control Board Contract (SCCB).

It is highly desirable that all Deliverables have a Minimum Energy Performance Standards (MEPS) rating of 3 star or greater) to the specification for the appliances below that have a rating category:

- Refrigerators and freezers
- Mains pressure electric storage
- Commercial refrigeration

The requirement of this RFT is for the supply of a full and extensive range of products including, but not limited to the following categories:

Contract 278 - Electrical & Gas Appliances and Presentation Equipment

1. Heating Appliances

Space Heater - Gas

Flued, Floor/wall Mounted

Max Gas Input up to 15 MJ/h
Max Gas Input up to 20 MJ/h
Max Gas Input up to 25 MJ/h
Max Gas Input up to 30 MJ/h
Max Gas Input up to 35 MJ/h

Unflued/flueless, Floor/wall Mounted

Max Gas Input up to 15 MJ/h
Max Gas Input up to 20 MJ/h
Max Gas Input up to 25 MJ/h
Max Gas Input up to 30 MJ/h
Max Gas Input up to 35 MJ/h

Space Heater - Electric

1000/2000 Watt (approx), Wall Mounted, 2 Heat Selection, Thermostat, Fan Assisted, Suitable for Kitchen or Bathroom
1100 Watt (approx), Wall Mounted Strip, With Switch, Quartz Tube Element

1200/2400 Watt, Fan Assisted, With Thermostat, Floor/wall Mounted
1500 Watt (approx), Wall Mounted Strip, No Switch, Quartz Tube Element
1500 Watt (approx), Wall Mounted Strip, With Switch, Quartz Tube Element
750 Watt (approx), Wall Mounted Strip, No Switch, Quartz Tube Element
750 Watt (approx), Wall Mounted Strip, With Switch, Quartz Tube Element
800/2400 Watt, 2 Or 3 Heat Selection, Fan Assisted, Radiant, Floor/w Mounted
Column, Oil Filled, 1000-1500 Watt, Thermostat, On Castors, With Flex And Plug
Column, Oil Filled, 1500-2400 Watt, Thermostat, On Castors, With Flex And Plug
Convection Panel, Wall Mounted, 2000 Watt, Variable Thermostat, Two Heat Settings, For Kitchen or Bathroom
Convection/radiant 2400 Watt, Variable Thermostat, Min 2 Heat Settings, With Flex And Plug, Floor Type
Over 1500 To 3000 Watt, Wall Mounted, Halogen, Infra Red
Over 2400 To 4000 Watt, Wall Mounted, 2 Heat Selection, Thermostat, Fan Assisted
Radiator, Up To 1000/2000 Watt, 2 Heat Settings, Quartz Tube Or Ceramic Bobbin Element, With Flex and Plug, Floor Type
Up To 1500 Watt, Wall Mounted, Halogen, Infra Red
Up To 2400 Watt, Wall Mounted, 2 Heat Selection, Thermostat, Fan Assisted

Water Heater - Electric

Storage, 10L, Open Outlet Type, Single Outlet, Under Sink
Storage, 25 Up To 30L, Full Mains Pressure, Vitreous Enamel Lined Steel, Floor Mounted
Storage, Over 40 Up To 50L, Full Mains Pressure, Vitreous Enamel Lined Steel, Floor Mounted.
Storage, Over 50 Up To 80L, Full Mains Pressure, Vitreous Enamel Lined Steel, Floor Mounted.
Storage, Over 80 Up To 125L, Full Mains Pressure, Vitreous Enamel Lined Steel, Floor Mounted
Storage, Over 125 Up To 160L, Full Mains Pressure, Vitreous Enamel Lined Steel, Floor Mounted.
Storage, Over 161 Up To 200L, Full Mains Pressure, Vitreous Enamel Lined Steel, Floor Mounted.
Storage, Over 201 Up To 250L, Full Mains Pressure, Vitreous Enamel Lined Steel, Floor Mounted
Storage, Over 250 Up To 315L, Full Mains Pressure, Vitreous Enamel Lined Steel, Floor Mounted
Storage, Over 350 Up To 400L, Full Mains Pressure, Vitreous Enamel Lined Steel, Floor Mounted

Water Heater - Gas

Storage, Over 80 Up To 125L, Mains Pressure, Vitreous Enamel Lined, Floor Mounted
Storage, Over 125 Up To 160L, Mains Pressure, Vitreous Enamel Lined, Floor Mounted
Storage, Over 160 Up To 200L, Mains Pressure, Vitreous Enamel Lined, Floor Mounted
Storage, Over 201L, Mains Pressure, Vitreous Enamel Lined, Floor Mounted

2. Major Kitchen Appliances

Cook Top - Electric

Ceramic Surface, 2 Hotplates, Power On Indicators
Ceramic Surface, Square, 4 Hotplates, Power On Indicators
Ceramic Surface, Square, 4 Hotplates, Power On Indicators Dual Elements, Separate Control Panel
Enamel Surface, Square, 4 Hotplates (radiant, Monotube Or Solid), Power On Indicators
Glass Surface, Square, 4 Hotplates (radiant, Monotube Or Solid), Power On Indicators
Stainless Steel Surface, Square, 4 Hotplates (radiant, Monotube Or Solid) Power On Indicators

Cook Top - Gas

Enamel Surface, Square, 4 Burner, Electronic Ignition/reignition
Enamel Surface, Square, 4 Burner, Electronic Ignition/reignition Flame Failure Detector

Stove - Electric

Elevated Cook Top, 4 Separate Elements (radiant, Monotube Or Solid), Non Fan Forced Oven, See through doors, Glass Splashback, Timer/clock
Up To 560mm Wide, 4 Separate Elements (radiant, Monotube Or Solid), Fan Forced Oven, See through Door, Enamel Splashback, Timer, Semi Auto
Up To 560mm Wide, 4 Separate Elements (radiant, Monotube Or Solid), Non Fan Forced Oven, See through Door, Enamel Splashback
561-600mm Wide, 4 Separate Elements, (radiant Or Monotube), Fan Forced Oven, See Through Door, Enamel Splashback, Timer, Semi Auto

601-700mm Wide, 4 Separate Elements, (radiant, Monotube Or Solid), Fan Forced Oven, Fully Programmable, See Through Door, Enamel Splashback, Timer
Elevated Cook Top, 4 Separate Elements (radiant, Monotube Or Solid), Fan Forced Fully Programmable Oven, See through Doors, Enamel/glass S/back

Stove - Gas

Up To 560mm Wide, 4 Burners, Thermostat Fan Forced Oven, See Through Door, Auto Or Piezo Ignition, Glass Splashback
Elevated, Four Burner, Non Fan Forced Oven, See Through Doors, Glass Splashback, Timer, Front Controls
561-600mm Wide, 4 Burners, Fan Forced Oven, See Through Door, Enamel Splashback, Timer

Domestic Dishwasher

Minimum 4 Wash Program

Domestic Freezer

Domestic, Chest, Up To 150L, Manual/push Button Defrost, 1 Lid, Temp -18 Degrees C
Domestic, Chest, 151 To 200L, Manual/push Button Defrost, 1 Lid, Temp -18 Degrees C
Domestic, Chest, 201 To 250L, Manual/push Button Defrost, 1 Lid, Temp -18 Degrees C
Domestic, Chest, 251 To 300L, Manual/push Button Defrost, 1 Lid, Temp -18 Degrees C
Domestic, Chest, 301 To 350L, Manual/push Button Defrost, 1 Lid, Temp -18 Degrees C
Domestic, Chest, 351 To 400L, Manual/push Button Defrost, 1 Lid, Temp -18 Degrees C
Domestic, Chest, 451 To 500L, Manual/push Button Defrost, 1 Lid, Temp -18 Degrees C
Domestic, Chest, 501 To 550L, Manual/push Button Defrost, 1 Lid, Temp -18 Degrees C
Domestic, Chest, 651 To 700L, Manual/push Button Defrost, 1 Lid, Temp -18 Degrees C
Domestic, Chest, 701 To 750L, Manual/push Button Defrost, 1 Lid, Temp -18 Degrees C
Domestic, Upright, 151 to 200L, Auto Defrost, 1 Door Class 6
Domestic, Upright, 201 to 250L, Auto Defrost, 1 Door Class 6
Domestic, Upright, 201 to 250L, Manual/push Button Defrost, 1 Door Class 6
Domestic, Upright, 251 to 300L, Manual/push Button Defrost, 1 Door Class 6
Domestic, Upright, 251 to 300L, No Frost/frost Free, 1 Door Class 7
Domestic, Upright, 301 to 350L, Auto Defrost, 1 Door Class 6
Domestic, Upright, 351 to 400L, Auto Defrost, 1 Door Class 6
Domestic, Upright, 351 to 400L, No Frost/frost Free, 1 Door Class 7

Domestic Refrigerator Only

Domestic, One Door, 151 to 200L Class 1
Domestic, One Door, 201 to 250L Class 1
Domestic, One Door, 251 to 300L Class 1
Domestic, One Door, 301 to 350L Class 1
Domestic, One Door, 351 to 400L Class 1
Domestic, One Door, 401 to 450L Class 1

Domestic Refrigerator/Freezer

Domestic, One Door, 75L, With Freezer Compartment Class
Domestic, One Door, 76 to 100L, With Freezer Compartment Class
Domestic, One Door, 101 to 120L, With Freezer Compartment Class 2 & 3
Domestic, One Door, 121 to 150L, With Freezer Compartment Class 2 & 3
Domestic, One Door, 151 to 200L, With Freezer Compartment Class 2 & 3
Domestic, Two Door, Up To 250L, No Frost/frost Free, Two Temp (4 & -18 C) Fresh Food & Freezer Compartments, Class 5
Domestic, Two Door, 201 To 250L, Auto/cyclic Defrost, Two Temp (4 & -18 C) Fresh Food & Freezer Compartments, Class 4
Domestic, Two Door, 251 To 300L, No Frost/frost Free, Two Temp (4 & -18 C) Fresh Food & Freezer Compartments, Class 5
Domestic, Two Door, 301 To 350L, No Frost/frost Free, Two Temp (4 & -18 C) Fresh Food & Freezer Compartments, Class 5
Domestic, Two Door, 351 To 400L, No Frost/frost Free, Two Temp (4 & -18 C) Fresh Food & Freezer Compartments, Class 5

Domestic, Two Door, 401 To 450L, No Frost/frost Free, Two Temp (4 & -18 C) Fresh Food & Freezer Compartments, Class 5
Domestic, Two Door, 451 To 500L, No Frost/frost Free, Two Temp (4 & -18 C) Fresh Food & Freezer Compartments, Class 5
Domestic, Two Door, 501 To 550L, Auto/cyclic Defrost, Two Temp (4 & -18 C) Fresh Food & Freezer Compartments, Class 4
Domestic, Two Door, 501 To 550L, No Frost/frost Free, Two Temp (4 & -18 C) Fresh Food & Freezer Compartments, Class 5
Domestic, Two Door, 551 To 600L, No Frost/frost Free, Two Temp (4 & -18 C) Fresh Food & Freezer Compartments, Class 5
Domestic, Two Door, 701 To 750L, Ice/water Dispenser, No Frost/frost Free Two Temp (4 & -18 C) fresh Food & Freezer Compartments

Oven, Baking & Roasting - Electric

Wall/underbench, Fan Forced, Electronic Time Of Day Timer, Defrost, See Through Lift Off Door, Inoven Grill, Indicator Lights
Wall/underbench, Fan Forced, One Touch Controls, Fully Programmable Defrost, See Through Lift Off Door, In-oven Grill, Indicator Lights
Wall/underbench, Fan Forced, Timer/reminder, Fully Programmable, Defrost, See Through Lift Off Door, In-oven Grill, Indicator Lights
Wall/underbench, Fan Forced, Timer/reminder, See Through Lift Off Door, In-oven Grill, Indicator Lights
Wall/underbench, Non Fan Forced, Twin Elements, Grill

Oven, Baking & Roasting - Gas

Wall/under Bench, Fan Forced, Separate Grill, Electronic Ignition, Glass Control Panel, Electronic Automatic Oven, See Through Oven Door
Wall/under Bench, In-oven Grill, Piezo/battery Ignition, Reminder Timer, See Through Oven Door
Wall/under Bench, Non Fan Forced, Separate Grill, Piezo/battery Ignition, Reminder Timer, See Through Oven Door

Range Hood

Domestic, 2 Speed Fan (min 3 Blade), 600mm Wide, Thermal Overload Cutout, Removable Filter, Lamp
Domestic, 2 Speed Fan (min 3 Blade), 900mm Wide, Thermal Overload Cutout, Removable Filter, Lamp
Domestic, 3 Speed Centrifugal Fan, 600mm Wide, Thermal Overload Cutout, Removable Filter, Lamp, Rocker Switches, Universal Ducting
Domestic, 3 Speed Centrifugal Fan, 900mm Wide, Thermal Overload Cutout, Removable Filter, Lamp, Rocker Switches, Universal Ducting

Microwave Oven

Up To 19.9L Capacity
20 to 29.9L Capacity
30 to 39.9L Capacity
Convection Type, 30 to 39.9L Capacity
Convection Type, Up To 29.9L Capacity

3. Laundry Appliances

Domestic Washing Machine

Front Loading, 7kg+
Top Loading, up to 6kg
Top Loading, Heavy Duty (load Capacity Over 6kg)

Domestic Clothes Dryer

3.5 to 5.0kg Maximum Load Capacity
5.1 to 9.5kg Maximum Load Capacity

4. Floor Cleaning Appliances (inc Vacuum cleaners)

Back Pack, Domestic
Barrel, Domestic
Canister, Domestic
Canister, Domestic, Hospital Grade Filtration, Low Noise Level
Hot Water Carpet, Domestic
Wet & Dry, Domestic
Upright, Domestic

5. Hand Dryers

Hand Dryer

Automatic, 76db Maximum Noise, To As3304

6. Water Dispensers

Sink Top / Bench Top

Unfiltered Chilled Water
Filtered Chilled Water
Filtered Water at Room Temp & Chilled
Filtered at Room Temperature, Chilled & Boiling Water

Water Dispenser - Free Standing

Unfiltered Chilled Water
Filtered Chilled Water
Filtered Water at Room Temp & Chilled
Filtered at Room Temperature, Chilled & Boiling Water
Replaceable Delivered Bottle Type
Self-filling Bottle System
Distilled Chilled, Room Temperature & Boiling Water

7. Audio Visual Equipment

Camera

Digital Video (mini DV)
Digital Video (solid state)
Digital Video (HDD)
Digital Video (DVD)
Digital Still (minimum 2x Optical Zoom)
Up to 3.5MP
3.6 to 8MP
Over 8.1 MP
S-VHS Camcorder
VHS, Full Size
VHS-C Palmcorder

Projector Unit

Video/Data projectors – Portable
Video/Data projectors – Fixed

Overhead Projector

Projector Screen

Overhead/Slide Projector Trolley and Stand

Slide Projector

Television (digital TV compliant)

34cm or smaller
35-68cm screen
69-140cm screen

140cm screen or larger

Set Top Boxes & PVR

Personal Video Recorder

Set Top Box – Digital

Set Top Box – HD

Combo Unit (VCR/TV or DVD/TV) 34cm+ with DVD

Widescreen Television (digital TV compliant)

Up to 66cm screen

67 - 76cm screen

77cm screen or larger

Display Unit (widescreen only)

Plasma Screen - 576 or below

Under 104cm

104cm

Over 104cm

Plasma Screen - 720 or above, (digital TV compliant)

Under 104cm

104cm

Over 104cm

LCD Screen - 576 or below

Under 104cm

104cm

Over 104cm

LCD Screen - 720 or above

Under 104cm

104cm

Over 104cm

Digital de-coder

Standard Definition

Standard Definition with Hard Disk Recorder

High Definition

High Definition with Hard Disk Recorder

Video Player/Recorder

DVD Player

DVD Recorder

DVD Recorder with Hard Disk Drive

DVD and VHS Recorder

DVD and VHS Player/Recorder

VHS Player only

VHS Recorder

Super VHS

Hi-Fi Stereo

CD Players

Components

Micro Hi-Fi Stereo

Midi Hi-Fi Stereo

Mini Hi-Fi Stereo

Portable Audio-Visual Equipment

Cassette Player/Recorder

CD Player
Clock Radio
DVD Player
Micro cassette Recorder
MP3 Player/Recorder
AM/FM Radio
Radio/Cassette Player
Radio/Cassette/CD Player

Accessories and Options

Cassette Tape, C30
Cassette Tape, C60
Cassette Tape, C90
Cleaning Tape, Digital
Cleaning Tape, VHS
Cleaning CD/DVD
Earphones
Headphones
VHS Tape, 30 Min
VHS Tape, 60 Min
VHS Tape, 120 Min
VHS Tape, 180 Min
VHS Tape, 240 Min
VHS-C Tape, 45 Min
VHS-C Tape, 60 Min
CD-R
CD-RW
DVD-R
DVD-RW
DVD+R
DVD+RW
DVD-RAM

8. Professional Audio-Visual Equipment

Audio Equipment
Audio-Visual Equipment
Visual Equipment

9. Office/Presentation Equipment

Electronic Whiteboards
Digital Interactive Whiteboards
Shredders
Laminators A3+
Binders
Folding Machines
Inserting Machines
Postage Meters
Letter Openers/Mail Extraction Desks
Electric Paper Drill/ Hole Punch
Electric Staplers

Dictating Equipment

Utilising Micro cassettes
Utilising Mini cassettes
Utilising standard cassettes
Twin-deck transcribing equipment handling micro & mini cassettes
Triple-deck transcribing equipment
Dictating Tape
Mini Tape

Micro Tape
Standard Tape
Digital dictating systems

10. Small Appliances

Small non-commercial kitchen appliances

Cool Touch Toaster
Other small appliances (eg sandwich press, toaster, bread maker, mixer)

11. Commercial Appliances

Commercial Freezer

Commercial, Upright, Up To 600L, Low Temp -18 Deg C
Commercial, Upright, 601 to 700L, Low Temp -18 Deg C
Commercial, Upright, 701 to 800L, Low Temp -18 Deg C
Commercial, Upright, 801 to 900L, Low Temp -18 Deg C
Commercial, Upright, 2 Door, More Than 1000L, Low Temp -18 Deg C
Chest commercial freezer

Commercial Refrigerator Only

Commercial, 601 to 650L, Solid Door, Temp 0-3 Deg C
Commercial, 601 to 700L, Glass Door, Temp 0-10 Deg C
Commercial, 601 to 700L, Glass Door, Temp 3-4 Deg C
Commercial, 601 to 700L, Solid Door, Temp 0-10 Deg C
Commercial, 601 to 700L, Solid Door, Temp 3-4 Deg C
Commercial, 701 to 800L, Glass Door, Temp 3-4 Deg C
Commercial, 701 to 800L, Solid Door, Temp 3-4 Deg C
Commercial, 801 to 900L, Glass Door, Temp 0-10 Deg C
Commercial, 801 to 900L, Solid Door, Temp 3-4 Deg C
Commercial, 901 to 1000L, Glass Door, Temp 3-4 Deg C
Commercial, 901 to 1000L, Solid Door, Temp 3-4 Deg C
Commercial, Up To 600L, Glass Door, Temp 0-10 Deg C
Commercial, Up To 600L, Solid Door, Temp 0-10 Deg C
Commercial, 1001 to 1200L, Glass Door, Temp 3-4 Deg C
Commercial, 1001 to 1200L, Solid Door, Temp 3-4 Deg C
Commercial, 1201 to 1400L, Glass Door, Temp 3-4 Deg C
Commercial, 1201 to 1400L, Solid Door, Temp 0-10 Deg C
Commercial, 1201 to 1400L, Solid Door, Temp 3-4 Deg C

Commercial Refrigerator/Freezer

Commercial, 400 To 500l, Glass Two Door, Two Temp 4 & -18 Deg C (800 To 1000L Fridge/freezer Combined)
Commercial, 500 To 600l, Glass Two Door, Two Temp 4 & -18 Deg C (1000 To 1200l Fridge/freezer Combined)
Commercial, 500 To 600l, Solid Two Door, Two Temp 4 & -18 Deg C (1000 To 1200l Fridge/freezer Combined)
Commercial, 601 To 700l, Solid One Door, Two Temp 4 & -18 Deg C (1202 To 1400l Fridge/freezer Combined)
Commercial, 601 To 700l, Solid Two Door, Two Temp 4 & -18 Deg C (1202 To 1400l Fridge/freezer Combined)
Commercial, 701 To 800l, Glass Two Door, Two Temp 4 & -18 Deg C (1402 To 1600l Fridge/freezer Combined)

Commercial Dishwashers

Pass Through
Under Counter

Commercial Microwave Ovens

Commercial gas ovens, stoves and cook tops

Commercial electric ovens, stoves and cook tops

Ice Makers

Cube, 121 to 220kg Each 24 Hours
Cube, 21 to 70kg Each 24 Hours
Cube, 71 to 120kg Each 24 Hours
Cube, More Than 221kg Each 24 Hours
Cube, Up To 20kg Each 24 Hours
Flake, 151 to 200kg Each 24 Hours
Flake, 81 to 150kg Each 24 Hours
Flake, More Than 201kg Each 24 Hours
Ice Cube Maker & Chilled Water Dispenser
Ice Cube Maker & Dispenser For Auto-dispensing Cubes Into Jugs, Glasses Etc
Accessories and part (eg. Replacement filters etc)

Commercial Washing Machines

Front Loading, Coin Operated
Front Loading, Non Coin Operated
Top Loading, Coin Operated
Top Loading, Non Coin Operated
other

Commercial Clothes Dryers

Electric, Coin Operated
Electric, Non Coin Operated
Gas, Coin Operated
Gas, Non Coin Operated
Other

Commercial Vacuum Cleaners

Back Pack, Commercial
Barrel, Commercial
Canister, Commercial
Canister, Commercial, Hospital Grade Filtration, Low Noise Level
Hot Water Carpet, Commercial
Wet & Dry, Commercial 20L+
Upright, Commercial

Floor Polishers/Cleaners - Electric

30cm Sweep, Gear Drive
40cm Sweep, Belt Drive
40cm Sweep, Belt Drive, Hi-speed
40cm Sweep, Gear Drive

Polisher-scrubber-vacuum, Floor, Electric

40cm Sweep, Belt Drive
40cm Sweep, Gear Drive
Burnisher, 40cm Sweep, Belt Drive
Burnisher, 50cm Sweep, Belt Drive
Burnisher, Straight Line High Speed, Direct Drive

Carpet Extraction Machines

Pricing

With the exception of Retail Convenience all offers must be on a price list basis, either recommended retail, trade or a published price list with a discount percentage off the nominated price list. The percentage discount off Price List tendered may be increased at any time during the contract. This revised percentage will then become the basis of the agreement. Applications for decreases in the discount off price list must be fully documented with full substantiation, will be subject to negotiation and agreement between the SCCB and the supplier. Non-approved variations of this nature will be sufficient cause for the supplier to be removed from the contract.

It is **mandatory** that the pricing schedule (Part C3) be completed and submitted together with price lists, if offered, at time of tender. Failure by tenderers to submit this price list will result in their tender not being considered further.

All price lists offered by tenderers in support of their tenders and subsequent price reviews (other than publicly available published price lists) will be regarded as strictly confidential and only accessible to officers of NSW Procurement directly involved with evaluation of the tenders and administration of the contract.

Tenderers must submit a fully completed price schedule for each category for which they wish to be considered. Where the tenderer is capable of supplying more than one brand or model of an item listed in the price schedule, the tenderer should provide details and pricing for all brands and models available.

Successful tenders will be required to complete a more detailed pricing schedule after the contract is awarded which is to include all items offered in their price list. This pricing schedule will enable all relevant product and pricing data to be integrated with the smartbuy electronic catalogue. A sample copy of the detailed price schedule is attached for information only at Annexure 2 of Part B.

Retail Convenience Facility

The aim of this requirement is to provide SCCB clients with a wide range of Electrical Appliances on an “off the shelf” basis from retail or trade outlets. Individual SCCB clients have different needs within this broad requirement and may choose to use the retail convenience facility in different ways including:

- Telephone, fax. Internet and e-mail ordering with delivery by the Supplier
- Telephone, fax. Internet and e-mail ordering and pick-up of goods
- Payment by cash, credit card, account card or by monthly statement.
- Walk in ‘cash and carry’ purchasing

Range of Products

The Contractor will be expected to carry a wide range of items in stock from the commencement date of the Standing Offer agreement.

Tenderers should note that the range and comprehensiveness of items to be available from the Contractor are critical elements of the requirement.

Tenderers should also note that they are to demonstrate, to the satisfaction of the Board, that they will have the required range and variety of items available for purchase by customers from the commencement date of the Standing Offer agreement.

Ordering Systems

The Contractor's system for recording, tracking, accepting and completing orders, including prices for delivery details shall be sufficient to provide an efficient, user-friendly service to customers. The Contractor's system shall facilitate traceability and audit ability of all transactions undertaken under the Standing Offer agreement. The Contractor shall keep

Part F – Statement of Requirements

records of all orders placed by ordering officers under the Standing Offer agreement, to create easily accessible historical data.

It shall be the Contractor's responsibility to verify the credentials of any customer seeking to purchase supplies under the Agreement. This is to apply regardless of the mechanisms used to place orders.

Regardless of the purchasing method used by customers to purchase supplies under the Standing Offer agreement, the following information is typical of that required to be displayed on Official Orders, invoices and all delivery /consignment documentation generated under the Standing Offer agreement.:

- Agreement number
- Official Order number
- Description (name and Contractor identification number)
- Quantity
- Unit(s) of measure
- Net unit price(s) and total price (per line item and invoice total)
- Delivery point
- Date ordered and date delivered
- Mode of delivery and consignment number(s)
- Name of Ordering Officer and ID number if applicable
- Customer account code(s) if applicable
- Paying authority and address

It is important that all documentation reconciles exactly. Payment for un-reconcilable accounts will be delayed until the correct documentation is received. Any period for payment applying to settlement discounts offered for early payment shall be determined from the date the correct documentation is received by the customer.

Delivery

The delivery charges, if any, incorporated in any resultant Standing Offer agreement shall be based on the delivery charges submitted with the tendered offer as amended/agreed in any contract negotiations.

When a customer requests delivery, orders are to be delivered by the contractor within the delivery performance standards established under the Standing Offer agreement.

Customers require a high level of service from the contractor. The contractor shall have suitable systems in place to monitor the service level provided to each individual customer and overall under the Standing Offer Agreement.

The contractor shall be responsible for control, protection and insurance of supplies up to the point of delivery specified in the Official Order, including any unloading of supplies so delivered.

Technical Support

The Contractor, where applicable, shall provide appropriate technical support under the Standing Offer agreement including:

- Ongoing technical support of customer personnel on all existing and new products available from the contractor
- Advising customer personnel in the administrative systems and services available from the contractor

Customer support should be available at the Contractor's premises and over the telephone as appropriate.

Australian Standards

As a minimum, it is expected that the tendered items will comply with Australian Standards. It is the responsibility of the tenderer to ensure products tendered comply with all relevant standards. Tenderers will also ensure that successful, products offered under the contract comply with current Australian Standards at all times.

RFT 0902799

(Specification for Contract 1013/278)

Department of Education & Training (DET) Interactive Whiteboard (IWB) Technical Specifications

1	Interactive Whiteboard (IWB)		
1.1	Operating Environment and Board Characteristics		
			Required
1.1.1	Fixed Surface	The IWB provides a suitable fixed surface capable of displaying output from a data projection system, and registering interactions made by some type of pointing device at or near the board surface.	
1.1.2	Surface Area	The whiteboard optimal surface area is 1900 mm diagonal size (75 inches) however various options may be required.	
1.1.3	Software Drivers	The IWB to be supplied with drivers that are independent of any proprietary lesson creation software.	
1.1.4	Windows Support	IWB drivers must be certified and supported on all current Windows versions, including Win XP (SP2) and Vista.	
1.1.5	OSX Support	IWB drivers must be certified and supported on Apple OSX Version 10.3 and subsequent releases	
1.1.6	Dry Erase Marker Cleaning	The IWB surface is to be able to be cleaned of dry erase marker pen writing without degrading the touch-sensitivity or readability of the screen, even after repeated cleaning	
1.1.7	Permanent Marker Cleaning	That the IWB surface is to be able to be cleaned of permanent marker pen writing without degrading the touch-sensitivity or readability of the screen, even after repeated cleaning	
1.1.8	Reflectivity	The “gain” or reflective ratio of the IWB surface should be less than 1.3	
1.1.9	Multi-Touch	The amount of simultaneous touches a user can have with the board	
1.1.10	Stylus, Touch, Dual	The mechanism on how the user interacts with board	
1.1.11	Mobile	Allow for both a fixed and mobile configuration, allowing the whiteboard and associated components (such as a projector) to be readily repositioned.	
1.2	Desktop Interaction		
1.2.1	Mouse function	The driver software for the board should support the basic functionality of a "desktop" mouse ("left-click", "right-click")	
1.2.2	Resolution	The board should be able to register a user interaction in a surface area of a minimum of 5 millimetres by 5 millimetres	
1.3	Power and Connectivity		

Part F – Statement of Requirements

1.3.1	Operating Temperature Range	The board should operate in temperatures ranging from 10 degrees C to 50 degrees C
1.3.2	USB Support	The primary connection between the IWB and the control computer should be via USB Version 2.0.
1.3.3	IWB Firmware	If the IWB uses firmware, the firmware should be upgradeable
HIGHLY DESIRABLE REQUIREMENTS		
1.4	Operating Environment and Board Characteristics	
1.4.1	Height Adjustable	The board should be able to be mounted so that it can be adjusted in height above the floor.
1.4.2	Accessibility Support	The board should support a range of accessibility features for students with visual or motor impairments
1.4.3	Surface Degradation	The IWB surface should not degrade after repeated, long-term cleaning
1.4.4	Speakers	The board should have integrated or attachable minimum 15 watt per channel stereo amplified speakers connected to the board via a powered USB V2 compliant hub
1.5	Desktop Interaction	
1.5.1	Mouse Functionality	The board should support the "hover" and "rollover" functions of a mouse
1.6	Power and Connectivity	
1.6.1	USB Hub	The board should provide USB V2 compliant powered ports available to users (apart from those occupied by the board speakers)
1.6.2	IWB Firmware Upgrade Method	Any IWB firmware should be upgradeable using the installed IWB control computer to facilitate centrally managed remote updates
1.6.3	Power Supply	The board should have minimal power drain
1.6.4	Stylus Power	Any pen or stylus should have the simplest and smallest possible power requirement. Please state maximum operating power and typical standby power
1.6.5	Voltage Tolerance	The board should be able to tolerate significant variations in the power supply without damage or interruption to service
1.6.6	Connectivity	The board should provide a range of connectivity options
2	Data Projection Equipment	
2.1	Display	
2.1.1	Resolution	The projector must support multiple resolutions up to and including XGA (1024 x 768)
2.1.2	SVGA Support	The projector must display SVGA (800 x 600) (for legacy capability)
2.1.3	Contrast	The projector must support a minimum contrast ratio of 400:1
2.1.4	Zoom/Focus	The projector must have a zoom/focusing facility
2.1.5	Keystoneing	The projector must support keystone compensation adjustment (for "long-throw" projectors, the projector must produce an undistorted image covering the entire board surface when mounted 2.1m from the

Part F – Statement of Requirements

		board and 2.1m from the floor).
2.1.6	PAL/NTSC	The projector must support PAL and NTSC display
2.1.7	4:3 Aspect	The projector must support 4:3 aspect ratio
2.1.8	Colour Matching	The projector must support RGB or CMYK colour matching and adjustment
2.1.9	Economy Mode	The projector requires normal and economy lamp mode or other economy options
2.1.10	Fan Noise	The projector's fan noise outputs must not exceed 35dB for normal and 30dB for economy modes
2.2	Connectivity	
2.2.1	VGA D-type	The projector must support image display from one VGA 15pin D-type connectors
2.2.2	Composite	The projector must support composite video input and display
2.2.3	S-video	The projector must support S-video input and display
2.2.4	RS232 control	Not required
2.2.5	Wireless Remote Control	The projector should support remote control facilities for the wireless management of the projector from a distance of 10 metres
2.3	Installation	
2.3.1	Ventilation	Where applicable the projector's ventilation and filtering must operate correctly when ceiling mounted. That is, it must not be subject to clogging if mounted upside down.
2.3.2	Operating Temperature Range	The projector should operate in temperatures ranging from 10 degrees C to 50 degrees C
2.4	Security	
2.4.1	Security	The projector should be capable of being secured against theft.
HIGHLY DESIRABLE REQUIREMENTS		
2.5	Display	
2.5.1	Uniformity	The projector should have a minimum uniformity ratio of 80 per cent across the projected image
2.5.2	Brightness Adjustment	The projector should have a method of brightness and contrast control
2.5.3	Instant Off	The projector should be able to be turned off at the mains as a normal shutdown procedure
2.5.4	Auto-shutdown	The projector should have a timer or an auto-shutdown feature. Please state maximum operating power and typical standby power
2.5.5	Widescreen Support	The projector should support a 16:9 widescreen aspect ratio
2.6	Connectivity	
2.6.1	DVI	Not required
2.6.2	Audio	Not required
2.6.3	Ethernet	Not required
2.6.4	Management Application	Remote management software should include enterprise management tools

Part F – Statement of Requirements

2.6.5	Mounting Location	Data projectors should be capable of being mounted either on the wall or integrated with the IWB for installation in rooms with cathedral or false ceilings
2.7	Installation	
2.7.1	Voltage Tolerance	The projector should be able to tolerate significant variations in the power supply without damage or interruption to service
2.8	Security	
2.8.1	Start-up Logo	The projector should be able to display a start-up logo stating "Property of Agency Name"
2.8.2	Colour	The vendor should be able to supply with projector with distinctive coloured (e.g. RED) casing
2.8.3	Branding	The vendor should be able to distinctively brand the projector with the Agency logo and name
2.9	Projector Bulbs	
2.9.1	Sealed Bulb Unit	Projector bulbs should be sealed and should not require filtered ventilation
2.9.2	In-place Replacement	Projector bulbs should be able to be replaced whilst the projector is installed in its mounted position

DET General Description of Heater

Heaters shall be gas fired, unflued, natural convection, room type. They shall be available in the following nominal sizes:

28 MJ/h input (+10%, -0)

22 MJ/h input (+10%, -0)

17 MJ/h input (+10%, -0)

9 MJ/h input (+10%, -0)

All heater sizes must be available and suitable for operation with natural gas or liquefied petroleum gas.

Heaters are to be provided with mechanical or electronic timers. Timers shall provide a variable timed operation to turn off heater after a period of up to six hours.

Heaters are to be provided with pressed metal screens for installation at the top rear panel and the bottom of the heater so that no flammable materials can be introduced into the hot area of the heater and hot items cannot discharge from the heater and on to the carpet or other flooring material.

Heaters will be mounted to the walls by means of wall mounting brackets supplied by the manufacturer. Only in special cases where the walls are not rigid or strong enough to support the heater, wall brackets are to be supplemented by base (floor) mounting brackets. Wall brackets shall be supplied with each heater and floor brackets shall be available on request.

Standard Dimensions

Generally the overall dimensional requirements are:

Width :700 mm

Height :650 mm

Depth :200 mm

Unit Function

The cabinet top panel shall be forward sloping at approximately 30 degrees or otherwise made such as to prevent objects resting on the heater.

The heater shall be so designed such that all operation, maintenance and replacement of minor parts can be carried out without dismantling the heater.

Provide panel access for maintenance of burner, pilot, pilot control etc through the front and side of the heater. The panel is to be normally secured in service to restrict access by users. A small panel opening is to be provided to allow easy inspection of the flame and for pilot ignition, if required.

Pilot and burner flame shall not be visible from outside the heater. The pilot flame shall be visible when the operator lights the heater (ie with the control door open) and access shall be adequate to easily light the pilot with a match or other lighting device, if required.

Heater Cabinet Construction

The heater shall be of rigid construction throughout.

The heater shall use steel sheet of 0.9mm minimum thickness.

All parts of the cabinet shall be free of burrs and rough edges. Corners shall be rounded smooth.

Under normal operating conditions, the cabinet casing and parts must not warp, buckle or distort.

Operating temperatures of the cabinet casing, fittings and components must not exceed those temperatures as set out by the Australian Gas Association.

Air Outlet Grille

An air outlet grille is to be provided at the top of the cabinet. The grille shall be of pressed or fabricated construction steel, finished in matt vitreous enamel.

The grille shall include a metal mesh in order to prevent paper and other combustible materials being pushed into the heater.

An air inlet grille is to be provided at the bottom of the cabinet. The grille shall extend full length of the heater, with a minimum width of 75 mm. The grille may be fabricated from metal mesh. Colour and finish shall match the cabinet panels.

All grilles must be rigid enough to resist distortion in transport or under extreme operating conditions.

Control Door

All controls are to be positioned inside the cabinet. A small control door is to be provided in front of the heater for easy operation and access to the controls.

The control access door shall be hinged and sprung to remain in the set position (open or closed) under all operating conditions. An approved door catch to be provided to hold the door in the closed position in operation.

Gas Burners & Safety Devices

The Heater is to be fitted with a stainless steel gas burner designed specifically for operation at the rated output and achieve the specified heat output for each respective gas type.

Burners shall produce low levels of emission of oxides of nitrogen (NO_x) below or equal to 0.12 ppm NO_2 and the emission ratio of CO/CO_2 shall be less than 0.002.

Burner shall be designed for reliable operation on typical gas reticulation systems having a distribution pressure of minimum 1.3 kPa for natural gas and 2.75 kPa for LP gas.

The pilot and burner flames are to be invisible from outside the heater with the control door closed, but the pilot flame must be visible with the control access door open.

Should the igniter fail, provision must exist for the pilot to be lit by paper or match.

The burner is to be suitably shrouded or fitted with a device to prevent flashback.

Gas Emissions during Operation

Emission of products of combustion from all size burners on all specified gas fuels shall comply with maximum levels as set from time to time by any relevant authority. On addition to these requirements, the levels of the following gases shall not exceed during simulated normal operation:

NO + NO ₂	3.0 ng/Joule (heaters of capacity greater than 20MJ/hr)
	3.5 ng/Joule (heaters of capacity lower than 20 MJ/hr)

Any heater found to produce NO₂ greater than the above emission requirements shall be rectified by the manufacturer under warranty.

Note: Leaking hydrocarbons, if any, in the vicinity of the burner shall not be converted to NO₂ by burner operation. This may require to be demonstrated during evaluation or on request.

On request, manufacturers are to provide documentary proof (issued by a testing Authority acceptable to the Departments of Education and Training, and Services, Technology & Administration. At a minimum this will be a NATA registered laboratory) of the chemical composition of products of combustion.

Controls

Heater controls shall be easily accessible to the operator when the door is open (with the exception of the timer control knob which is to be recessed into the top panel).

Clear, concise operation and maintenance instructions, of approved wording, are to be conveniently displayed when the control door is open. The instructions shall be marked on aluminium foil of not less than 0.12mm thickness and fixed to the back of the control door by heat resistant adhesives.

Alternative labelling materials will only be accepted after issue of a specific approval by the Departments of Education and Training, and Services, Technology & Administration.

Ignition

Ignition shall normally be by push button piezo/electric ignition system. The piezo igniter shall be fastened securely and installed so that it cannot be removed from the heater by twisting or unscrewing from the front.

The positions of the spark electrode, pilot burner and thermocouple are to be such that ignition of the main burner occurs as soon as gas is available at the burner surface and that a stable pilot flame exists at all times unless gas pressure drops below safe operating pressure or the heater is turned off at the control valve.

Thermostatic Controls

An adjustable thermostatic control device shall be fitted and factory-set so that the thermostat bulb temperature will control the heater on maximum setting ie 25°C (+2°C, -0°C)

Mid point setting on the control range is to be approximately 21°C

Temperature control is to be "On/Off". (Alternative offers which allow modulation of the burner will be considered as long as emission levels are maintained within specified limits).

Thermostat response rate shall maintain a room air range of 1°C either side of set point.

Pilot Control

A safety pilot is to be provided to prevent the flow of gas to the main burner and pilot unless satisfactory pilot flame has been established. An approved oxygen depletion device shall be provided to comply with Australian Gas Association / Australian Liquefied Petroleum Gas Association requirements.

Timer

Heater shall be fitted with a mechanical or electronic timer capable of an adjustable time period of operation of up to six hours, **in half hour intervals or finer**. The timer shall turn off the main burner at the end of a pre-set time. The timer shall be capable of being returned to the "off" position at any time and the timing period cancelled without damage to the mechanism.

Setting the timing device shall be by a control knob. The timer should indicate the set time clearly.

Instructions for operation of the timing device shall be set out on a suitable label affixed adjacent to the control knob.

Control knob and connection to the timing device shall be so designed and constructed as to minimise damage by vandalism or misuse.

Connection Pipe

A gas flared union is to be provided between the controls and a convenient point within the heater cabinet.

Ample access is to be provided at the flared union for easy connection of unit to the gas line.

Name Plate and Bar Code

An aluminium foil name-plate bearing operating instructions and the following information shall be fixed to the back of the control panel with heat resistant adhesive:

1. Serial No:
2. Type of gas:
3. Supply gas pressure in kPa:
4. Manufactured by:

In addition, a bar code label for easy identification of heater will be provided as described below:

- | | |
|-------------------|------------------|
| 1. Serial Number | first six digits |
| 2. Type of gas | next two digits |
| 3. Size of heater | next two digits |
| 4. Check sum | next two digits |

The bar code and nameplate are to be fixed to the back of the control panel with heat resistant adhesive.

Gas Type Label

A suitable label marked and coloured to indicate type of gas to be used, shall be attached to the heater gas connection pipe.

This label is to be removed after installation. The shipping cartons shall bear on each end an identification label prominently displaying heater size and type of gas.

DET Ventilation Label

Heater units should be fitted with a Ventilation label provided by DET.

Approval notice

Heaters shall have Australian Gas Association and / or Australian Liquefied Petroleum Gas Association approval marking fixed to the back of the control door.

Materials & Workmanship

All materials, fittings and accessories shall be new and fully comply with the relevant Australian Standards and/or British Standard specification, recommendations and amendments. All fittings, labels, knobs etc shall be fixed neatly in a professional manner.

Finish

Parts to be painted shall be free from rust, loose scale and grease before receiving one priming coat of rust and heat resistant paint.

All coats of paint on any one component shall be of the same type, make and manufacture and recommended by the paint manufacturer.

The following parts are to be finished in Aircraft Blue (No 108 BS 381C-1964) heat resistant baked enamel.

Top, sides and outer surface of heater cabinet including control door

Bottom sides and outer surface of heater base

Wall mounting brackets (base mounting brackets, if used) and fastening screws.

(Alternatively, screws may be finished by bronzing over zinc plating)

Remaining surfaces to receive two priming coats of rust and heat resistant paint except if zinc coated steel is used in which case remaining surfaces can be left unpainted.

Contractor Training

The manufacturer is to provide facilities and programmes to train contractor's staff in the correct method of installation and service of heaters.

Staff who are suitably trained are to be provided with documentary proof of training and an instruction and service manual which sets out in detail the correct method of installation and procedures for servicing all parts.

In addition, the manufacturer is to maintain and provide on request, a listing of contractors throughout the State who have adequately trained personnel to undertake service on heaters after expiry of warranty.

Warranty

The manufacturer is to provide 12 months warranty, and replacement units are to be readily available.

Housing NSW specifications

Mandatory Requirements

The Component and or Product must satisfy the Departments specified criteria as set out in the specifications below.

The Component and or Product manufactured or produced by a company must be accredited to ISO9001:2008 or working towards accreditation.

Evaluation Criteria

The information below will be used for evaluation of all products tendered for the 'planned' purchasing of Housing NSW and are linked to Part B clause Evaluation Criteria eg. fitness for purpose, company capability.

General Selection Criteria	
<ul style="list-style-type: none"> ▪ Product Available throughout NSW <ul style="list-style-type: none"> • Product Distribution Network throughout NSW • Distributor has permanent central NSW office 	
<ul style="list-style-type: none"> ▪ Annual Maintenance, Servicing and Cleaning <ul style="list-style-type: none"> • No Maintenance or cleaning required 	
<ul style="list-style-type: none"> ▪ Servicing or Installation Agents Available throughout NSW <ul style="list-style-type: none"> • Wide Installation Network in NSW Available • Wide Servicing and Maintenance Network Available • Product support service 	
<ul style="list-style-type: none"> ▪ Warranty period <ul style="list-style-type: none"> • Completeness and duration of warranty in comparison to warranty offered by competitors. 	
Capacity to meet Housing NSW commitment to Support for economic development of local communities and economies through, employment programs, involvement of SME, and capacity to maximise benefits to disadvantaged communities	
<ol style="list-style-type: none"> 1. Manufacturer, distributors, Service Agents are committed to equal employment, addressing disadvantage and promoting economic development either through local manufacture, or other methods. 2. Spare Parts are available in all areas of NSW within 48hrs and servicing delivered by local agents within 48 hours (especially to remote towns like Wentworth, Buronga, Walgett, Tingha, Boggabilla, Eden etc) 3. Local Industry (service agents and distributors) are supported by Manufacturer (e.g. through promotion of training skilled installed and service agents) 	
<ul style="list-style-type: none"> ▪ Environmental <ul style="list-style-type: none"> • Product or Component manufactured or produced to maximise environmental outcomes – listed on eco-specifier or Good Environment Guide • Product or Component 100% recyclable and company has plan implemented to ensure product is recycled • Product is safe to install, and is benign when installed in a property – attach MSDS if applicable 	
<ul style="list-style-type: none"> ▪ OH&S and Tenant Safety <ol style="list-style-type: none"> 1. Product is easy to install? 2. Safety risks (e.g. material handling) 3. Is the product simple to operate without reading instructions? 4. Are operating instructions in simple language? 5. Has the company undertaken a safe work assessment on the product, storage, installation, operation and removal? 	

Product Specifications

Component: SPACE HEATING

Sub-component: Electric Space/ Electric Panel Heaters

Need: To provide efficient and effective heating of a room

Requirement:

- To current Australian Standards
- Only space/panel heaters approved under the Certificate of Approval Scheme authorised by the Department of Environment and Climate Change and Water (NSW) and other state equivalents
- Installation in accordance to SAA Wiring Rules to current Australian Standards and to local supply authority regulations
- Fixed (including wall mounted or recessed or floor mounted) panel or fan assisted heaters
- Min. 2 heat settings, (LO/HI) Thermostat control on high setting
- Min. 2kW (heat up to 55 m³) to Max. 7kW (heat up to 160 m³) consumption capacity
- Minimum 5 ‘star rating’ with an efficiency of at least 90%
- Automatic reset thermal cut-out safety feature and fusible link. Branded with manufacturers name to AS 3103, supplier licensed under Standards Assoc. Certification Trademark

Warranty: 2 year written warranty

Component: SPACE HEATING

Sub-component: Gas Space Heaters

Need To provide efficient and effective heating of a room

Requirement:

- Natural Gas/Town LPG/Bottled LPG/Town Propane
- Wall mounted convection heater, Thermostat heat control automatic electronic ignition, timer, regulated gas flow and flued combustion gases
- Child safe to touch cabinet
- Min. 4.3 efficiency stars and 6.0 emissions star rating
- Double lined flue within ceiling space, min. 0.5mm galvanised steel or powder coated flue.
- Heaters with flues
Gas input - Min. size : 5 MJ/hr
Gas input - Max. size : 23 MJ/hr
- Labelling of appliances, specifying min. allow-able room volume and capacity of heater in MJ/hr
- Installation to AGA requirements
- AGA certificate of approval

Warranty: 10 years written warranty for burner, 2 years for fan and min. 1 year for other parts.

Component: RANGEHOOD

Need: To remove grease from stove gases

Requirement:

- Provide certificate of compliance to current Australian Standards, Australian Gas Association/ Energy Australia / Department of Environment and Climate Change and Water.
- Min. air delivery rate 40L/s at max. sound power level 55dB(A) to current Australian Standards
- Min. 2 speed convertible fan & automatic thermostat cut-off electricity or impedance protected motor (withstand “locked rotor” conditions for 72 hours without burning out)
- Min. 55 watt motor
- Min. 3 blade plastic/metal propeller
- Min. 10 layer aluminium mesh grease filters
- Wiring encased in plastic conduits, within unit
- Unit for wall/roof ducting to outside. (Ducting to be minimum of 0.5mm galvanised steel ducting or ‘Flexi-duct’ similar fire or heat resistant material)
- Min. 50 micron powder coating to galvanised steel casing
- Width to match and align with cook top or stove
- AS marking, brand name, serial no. date code, rated air delivery, sound power level in dB(A) at rated air delivery and wattage branded on unit

Warranty: 2 year warranty for parts/labour & 2 year warranty for filters

Component: STOVES

Need: To cook food safely and effectively, allowing frying, grilling and baking

Requirement:

Note: In new construction, separate wall oven and cooktop only. Upright (for maintenance)

- To current Australian Standards
- Separate griller and oven compartments – Oven capacity 75L min
- Fan Forced or conventional oven – Removable oven door with cool to touch window
- 4 burner hot plate (solid elements for electric stove)
- Upright or elevated cooker
- Front control or side control buttons only
- Splashback to upright
- 60 minute timer (optional)
- Side hinged or slide under oven door (disabled person housing)
- AGA approval where appropriate

Wall Oven

- To current Australian Standards
- Capacity Min 80 litre gross capacity
- Combined or separate griller and oven compartments
- Fan Forced or conventional oven – Removable oven door with cool to touch window
- 60 minuter timer

Cook Top

- Square white enamel finish hob
- 4 burner hot plate (solid elements for electric cooktop)
- Gas – electric or battery ignition, push to turn safety control, enamelled trivets.

Warranty: 1 year written warranty

Component: DRYERS

Need: Dry washing efficiently and effectively

Requirement:

Pensioner Housing only

- To current Australian Standards
- Min 3.5kg or 5kg capacity
- Auto cool down
- 2.5 hour timer – 3 heat settings
- Easy clean filter
- Safety door switch, Safety thermostat reset switch
- 2 directional air outlet and optional venting kit
- wall mountable
- Min 2 star Energy Rating

Warranty: Min. 2 year warranty

Component: WASHING MACHINE

Need: A means of automatically washing a variety of clothes/bedding types.

Requirement:

General

- To current Australian Standards
- Standards Mark/Type Test Mark to NPADPS/Water Authority certificate of approval

Disabled Housing, BCA Class 3 and Class 9 (Min 7 kg Load Capacity)

- Front loading
- 4 Star WELS rating
- 4 Star Energy rating

Common Area Laundries (Min.5.5 kg or 6kg load capacity)

- Top loading
- 4 Star WELS rating
- 3 Star Energy rating

Warranty: Min. 1 year warranty

Component: WATER HEATERS

Sub-component: Solar Water Heaters

Need: To reliably provide hot water

Requirement:

General Housing Only

- To current Australian Standards
- Standards Mark/Water Authority Certificate of Approval
- Installation to current Australian Standards and to manufacturers written specification
- Suitable for all NSW climate zones except alpine
- All installations to be frost protected
- Natural gas or electricity boosted
- Solar Panels (hail resistant) appropriate to zone area and size of tank
- Tank on ground or close coupled can be installed on 1 to 2 bed dwelling

Capacity:

Gas Boost

- Min. 170L with 5 star Gas Boost (all bedroom categories)

Electric Boost

- Min. 160L (1 Bed)
- Min. 250L (2 Bed)
- Min. 300L (3 or more Bed)
- Electric boost solar only from off peak electricity supply

Warranty: 10 years written warranty on Cylinder, Panels and Heat Exchanger

Component: WATER HEATERS

Sub-component: Heat Pump Heaters

Need: To reliably provide hot water

Requirement:

- To current Australian Standards
- Standards Mark/Water Authority Certificate
- Installation to current Australian Standards and to manufacturer's written specification (suitable for all NSW climate zones)
- Off peak boost
- Low noise levels (less than 50 dba)
- Capacity:
- Min 250L (2 Bed)
- Min 315 L (3 Bed or more)

Warranty: 10 years on cylinder

Component: WATER HEATERS

Sub-component: Gas Water Heaters

Need: To reliably provide hot water

Requirement:

General Housing only

- To current Australian Standards
- Standards Mark/WaterMark/Water Authority Certificate of Approval AGA approval
- minimum 5 star energy rating

Storage

- Mains pressure: Floor Model (outdoor only)
- (1 bedroom min 90L)
- (2 bedroom min 110L)
- (3 bedroom 135L/145L and over)

Instantaneous (External Gas Instantaneous only)

- (1 to 2 bedroom - 16 to 20 L/min external)
- (2 to 3 bedroom - 22 to 26 L/min external)
- (3 or more bedroom - 28 to 32 L/min external)

Warranty:

Storage

1 year warranty (parts/labour) 10 year warranty (cylinder)

Instantaneous

3 years parts and labour warranty

Component: WATER HEATERS

Sub-component: Electric Water Heaters

Need: To reliably provide hot water

Requirement:

- To current Australian Standards
- Standards Mark/WaterMark/Water Authority Certificate of Approval
- Off-peak mains pressure storage:

Storage

- Mains Pressure: Floor Model (indoor/outdoor)
- (1 bedroom/ pensioner - 125L)
- (2 bedrooms - 250L)
- (3 bedrooms and over - 315L)

Roof Model

- (2 bedrooms - 250L)
- (3 bedrooms and over - 315L)

Electric Instantaneous

- (0 to 2 bedroom - 13 to 20 L/min internal electric)

Warranty:

Storage

1 year warranty (parts/labour) & 10 year warranty (cylinder)

Instantaneous

3 years warranty (parts/labour)