

NSW GOVERNMENT ICT SERVICES SCHEME

V2.7 August 2018

ICT Services Scheme Rules

This document describes the rules under which Suppliers on the *NSW Government ICT Services Scheme* are required to operate.

SCHEDULE OF DOCUMENT AMENDMENTS

Revision number	Date	Revision description
V1.0	29/1/2013	First version published on www.procurepoint.nsw.gov.au and www.tenders.nsw.gov.au
V1.1	13/6/2013	Update references to Procure IT v3.1 Cl. 14.3 <i>Changes to ABN</i> (Previously cl. 14.2). Amend requirements for suppliers to submit new applications for changes in ABN. Add cl. 14.3.2 & cl. 14.3.3
V2.0	25/3/2014	Update to Scheme Rules to reflect expansion of ICT Services Scheme
V2.1	22/7/2014	Insert Clause 7: PTx and PTr offering types Update references to the Office of Finance and Services
V2.2	22/10/2014	Update Prescribed Terms and Conditions for Customer Contracts
V2.3	08/2015	Update to Section 11 PT(x) Offering Types
V2.4	24/02/2017	Update of Insurance And Financial Pre-Qualification Criteria
V2.5	07/2017	Update references to Procure IT v3.2
V2.6	12/17	Insert Clause 5.1.3: Australian Standard EN 301 549:2016
V2.7	08/2018	Update Clause 14 to include Core& Agreement (Low Risk) and new contract threshold Insert new rules to reflect buy.nsw registration process

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CONDITIONS OF MEMBERSHIP FOR SUPPLIERS

New conditions for cloud sellers

On 31 May 2018, the NSW Government launched [buy.nsw](https://buy.nsw.gov.au), a new platform that's simplifying procurement, starting with cloud. **buy.nsw** includes:

- digital on-boarding process for cloud sellers to join the ICT Services Scheme
- cloud marketplace for buyers to browse and filter sellers' cloud offerings

As part of introducing the platform, the NSW Government is progressively making changes to the ICT Services Scheme.

The following sub-categories, in accordance with Clause 25 of the ICT Services Scheme Rules, have been consolidated into a single category on **buy.nsw** called **cloud products, services and support**:

- C03PTa – GovDC Software as a Service
- C04PTa – GovDC Platform as a Service
- C04PTs – Platform as a Service
- C05PTa – GovDC Infrastructure as a Service
- C05PTs – Infrastructure as a Service
- C06PTa – Migration Services and Cloud Readiness
- C06PTs - Migration Services and Cloud Readiness
- C08PTs – GovDC CloudConnect Broker
- Q03PTa – GovDC Software as a Service
- Q04Pta – GovDC Platform as a Service

All sellers currently registered in these sub-categories have been invited to join **buy.nsw**. However, they still need to apply through **buy.nsw** and share additional information.

Sellers who are already on the ICT Services Scheme and want to add cloud products and services to their profile, or businesses that offer cloud products and services but are not on the ICT Services Scheme, will need to apply through **buy.nsw**.

In accordance with Clause 3.1 of the ICT Services Scheme Rules, these rules have been amended to include new conditions that apply to sellers who join the ICT Services Scheme through **buy.nsw**. **These new rules currently apply to sellers in the cloud products, services and support category.**

Overtime, **buy.nsw** will be opened to more ICT categories, and the ICT Services Scheme Rules will be updated to reflect this. Please check the [ICT Services Scheme Categories](#) page for updates.

1. INTRODUCTION

The NSW Government ICT Services Scheme (“ICT Services Scheme”) was established by the Office of Finance and Services (OFS) to simplify the procurement process for agencies and suppliers and to improve opportunities for small-to-medium enterprises to do business with NSW Government.

The scope of the ICT Services Scheme aligns with the objectives of the *NSW Government ICT Strategy 2012* by providing a procurement channel for registered suppliers to consult, specify, develop, build, supply, license, implement, test, manage or maintain discrete components or end-to-end ICT solutions. The ICT Services Scheme does not cover a number of ICT deliverables that are contracted on whole of government arrangements (refer to Clause 6).

The Department of Finances, Service and Innovation (DFSI) administers the ICT Services Scheme on behalf of the Contract Authority.

The ICT Services Scheme is available for use by NSW Government agencies and other eligible customers.

Capitalised words and terms are defined in section 28: Definitions.

2. BACKGROUND

In November 2012, the NSW Procurement Board issued the NSW Government’s Strategic Directions Statement to outline its procurement reform program to mid-2014. The three overarching objectives in the Strategic Directions Statement are value for money, delivering quality government services and alignment with business needs.

3. AMENDMENTS TO THE SCHEME

- 3.1 The Scheme Rules may be amended periodically by DFSI as required.
- 3.2 Suppliers must ensure they comply with the most recent version of the Scheme Rules, which are available to view or download at www.procurepoint.nsw.gov.au.
- 3.3 Suppliers will be notified via email of amendments to the Scheme Rules.
- 3.4 Suppliers may withdraw from the Scheme at any time.

4. ICT SERVICES SCHEME COMMITTEE

4.1 DFSI established an ICT Services Scheme Committee, comprising representatives from NSW Government agencies, to make recommendations on the ongoing performance of the ICT Services Scheme.

5. COMPLIANCE WITH LAWS AND POLICIES

5.1 Suppliers must comply with all relevant laws and policies, including (but not limited to) those that apply to the workplace and the NSW Government procurement system. Any breach of the applicable policies and/or laws may result in the termination of Customer Contract(s) and/or removal of the Supplier from the ICT Services Scheme.

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5.1.1 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 Finance and Service website and can be viewed and downloaded from: www.procurepoint.nsw.gov.au/sites/default/files/documents/code_of_practice_for_procurement_2005.pdf.

Suppliers 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 Customer Contract that may be awarded under the ICT Services Scheme.

5.1.2 Small and Medium Enterprises

Suppliers must comply with applicable NSW Government policies and guidelines, including the Small and Medium Enterprises Policy Framework available at www.procurepoint.nsw.gov.au. Under the Scheme each Supplier must prepare a Small and Medium Enterprises Participation Plan (SMEPP) for contracts valued at \$10 million and above. A copy of the Small and Medium Enterprises Policy Framework can be viewed and downloaded from <http://www.procurepoint.nsw.gov.au/policy-and-reform/goods-and-services/small-and-medium-enterprises-policy-framework>.

5.1.3 Australian Standard EN 301 549:2016

Suppliers should as appropriate, comply with the Australian Standard EN 301 549 which supports access to ICT for people with disabilities and provide ICT suppliers with accessibility guidelines and certainty. The standard is designed to be useful both for buyers to identify requirements and suppliers to use with their design, build and quality control procedures to ensure ICT goods and services are accessible for all intended users. Information on the requirements of the standard can be found here: <https://www.finance.gov.au/blog/2016/09/09/Accessibility-ICT-Procurement-Standard/>.

6. EXCLUSIONS

6.1 If a whole of government arrangement for supply of a specific deliverable exists, then applicants are unable to supply these deliverables via the ICT Services Scheme. These exclusions currently include, but are not limited to:

- (i) supply of Government Standard Specification (GSS) hardware, available through ICT Hardware Agreement 999;
- (ii) supply and maintenance of Imaging Devices, available through Contract 2390: Supply of Imaging Devices;
- (iii) supply, maintenance and services for Radio Communications, available through ITS 2573: Operational Telecommunications Equipment, Infrastructure and Services;
- (iv) supply of software licenses for Oracle, Objective and SAP Enterprise Resource Planning Software, available through Software Agreements 607 and 2601.

7. APPLICATION PROCESS

7.1 Unless clause 7.3 applies, applications for registration to supply through the ICT Services Scheme must be completed and submitted through NSW [eTendering](#).

7.2 Applications can be made for either or both of two Supplier listings:

Registered Supplier List: Suppliers are approved to provide low risk contracts valued up to \$150,000 (ex GST) each; and

Advance Registered Supplier List: Suppliers are approved to provide contracts valued over \$150,000 (ex GST) each or high risk contracts.

7.3 Applications to join the ICT Services Scheme in categories listed on page 4 of these Rules must be submitted through the [buy.nsw](#) platform.

7.4 The tiered system of “registered” and “advanced” supplier listings does not apply on [buy.nsw](#).

7.5 Applications through [eTendering](#) or [buy.nsw](#) may be made at any time.

8. CONTRACT VALUE

8.1 Contract value refers to the total price of the whole-of-life requirement and cannot be split into components.

8.2 Contract value must be the estimated total price over the proposed term of the acquisition and not a price per annum.

8.3 Contract value equals the sum of the initial customer contract price plus the price of any potential flow-on contract/s or option periods.

8.4 Contract value or price is exclusive of GST.

9. APPLICATION REQUIREMENTS

9.1 The information set out below must be provided with Applications to the ICT Services Scheme.

9.2 The information provided by Applicants may be subject to assessment, reference checking, searches, interview, enquiries, and confirmation. Applicants and Suppliers are deemed to have authorised any such action.

9.3 **Registered Supplier List (Eligible for low risk contracts valued up to \$150,000 exGST)**

- a) Organisation details
- b) Details of company capacity and capability for each nominated category including:
 - (i) details of recent relevant experience
 - (ii) details of certification, where applicable
 - (iii) qualifications and experience of key personnel, where applicable
- c) Agreement to provide proof of the following relevant insurances, before entering into a Tender process or other engagement:
 - (i) Professional Indemnity \$1M (mandatory if deliverables include professional

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services)

- (ii) Public Liability \$5M (mandatory)
 - (iii) Product Liability \$5M (mandatory if deliverables include products such as software or hardware)
 - (iv) Workers' compensation as required by law
- d) Confirmation of Supplier Declaration stating that the Supplier is not subject to
- (i) insolvency; or
 - (ii) an ICAC inquiry or any such similar inquiry in any other state in Australia or legal proceedings
- e) Agreement to these Scheme Rules, which includes the requirement that all Customer Contracts will comply with the Short-form ICT General Terms and Conditions. (Refer to section 14 *Prescribed Terms and Conditions for Customer Contracts*).

9.4 **Advanced Registered Supplier List (Eligible for contracts valued over \$150,000 ex GST each or high risk contracts)**

- a) Organisation details
- b) Confirmation of company capacity and capability for each nominated category including
 - (i) details of recent relevant experience
 - (ii) two (2) referee reports for each nominated high-level category
 - (iii) details of certification, where applicable
 - (iv) qualifications and experience of key personnel, where applicable
- c) Confirmation of the following financial matters:
 - (i) The applicant is solvent; (your business's net tangible assets are greater than its liabilities).
 - (ii) Not subject to insolvency proceedings and;
 - (iii) Is able to pay all debts when they are due for payment.
- d) Agreement to provide an independent financial assessment if requested.
- e) Agreement to provide proof of the following relevant insurances, before entering into a Tender process or other engagement:
 - (i) Professional Indemnity \$1M (mandatory if deliverables include professional services)
 - (ii) Public Liability \$10M (mandatory)
 - (iii) Product Liability \$10M (mandatory if deliverables include products such as software or hardware)
 - (iv) Workers' Compensation as required by law
- f) Confirmation that the Applicant is not subject to a Material Adverse Event (as evidenced by Supplier Declaration)
- g) Agreement to these Scheme Rules, which includes the requirement that all Customer Contracts will comply with the Procure IT Framework (version 3.2) Customer Contract Terms and Conditions, or as exempted by the NSW Procurement Board or the Secretary of DFSI. (Refer to section 14 *Prescribed Terms and Conditions for Customer Contracts*)

9.5 **Applications submitted on buy.nsw**

- a) The seller must provide the corporate and organisational information requested by the

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buy.nsw platform. Sellers may provide optional information that would help buyers learn more about the seller and its offerings.

- b) The information provided by sellers to **buy.nsw** may be subject to assessment, reference checking, searches, interview, enquiries and confirmation. By submitting their application to sell to NSW Government, sellers are deemed to have authorised these activities.
- c) Note that application requirements for sellers on **buy.nsw** differ from application requirements on eTendering. Key differences are summarised below:
 - Sellers are required to agree to the contract terms on the **buy.nsw** platform and any conditions of registration or use associated with **buy.nsw**
 - Sellers are required to provide insurance certificates. They are not required to meet a minimum insurance threshold to register.
 - Sellers are required to supply a financial statement or proof of financial viability.
 - Sellers are required to provide references for case studies. Case studies are associated with professional services. Sellers are not required to provide corporate references or references for products on the cloud marketplace.
 - Sellers can also provide information about their products and services.

10. ACCEPTANCE CRITERIA

10.1 Supplier admission to the Scheme is subject to meeting the Acceptance Criteria outlined below. Customers will also carry out their own investigations into value for money, including company capacity and capability, for each engagement.

10.2 Registered Supplier List

Acceptance is subject to:

- a) provision of all required information;
- b) agreement to Scheme Rules; and
- c) confirmation of Supplier Declaration.

10.3 Advanced Registered Supplier List

Acceptance is subject to:

- a) provision of all required information;
- b) satisfactory referee reports;
- c) satisfactory independent credit report;
- d) agreement to Scheme Rules; and
- e) confirmation of Supplier Declaration

10.4 Applications submitted on buy.nsw

- a) Seller admission to the ICT Services Scheme is subject to meeting the assessment criteria described in the **buy.nsw** [seller guide](#). We may change or enhance these criteria from time to time.
- b) Buyers should also carry out their own due diligence in order to satisfy themselves that the seller is likely to provide value for money and has the capacity and capability to complete contracts awarded to them.

11. PT(x) OFFERING TYPES

- 11.1 Except for clause 11.3, the ICT Services Scheme supports the use of Procurement Technical Standards mechanisms. Offering types known as PT(x) (where 'x' is a variable suffix) have been introduced. These mechanisms will be used for a number of sub-categories where suppliers need to meet a specified level of expertise and/or competency. These sub-categories will be clearly marked with a suffix in the sub category number, such as Q01PTa or Q02PTr.
- 11.2 PT(x) indicates there are additional application requirements for suppliers who want to be approved on the ICT Services Scheme.

This new mechanism will require suppliers to provide a blueprint and/or validate their offerings against a set of technical and/or functional requirements, including:

11.1.1 PTa: Accreditation

Suppliers will need to undertake a defined accreditation process.

e.g. Q01PTa requires suppliers to complete training to become accredited in the NSW Government Standard Business Processes and Q03PTa requires suppliers to validate their solutions against essential Level 2 transactions of the Government Standard Business Processes to become an accredited / offer endorsed provider.

11.1.2 PTr: Restricted

Suppliers will need to participate in a market engagement, for example a Request for Quote (RFQ) or Request for Tender (RFT) process in accordance with NSW Procurement Guidelines. Approved suppliers of successful products from a market engagement will be able to on-board to the ICT Services Scheme for a specified period of time. PTr offerings will remain closed for an agreed period (e.g. 6 to 12 months, as set out in the RFQ or RFT documentation) and then, when appropriate, be reclassified as a different PT(x) offering type, post expiration of the specified period.

11.1.3 PTi: Implementation Partners

Suppliers will need to demonstrate experience as implementation partners by nominating product(s) they can support and by providing references.

11.1.4 Other suffixes may be used as further sub-categories are introduced, for example PTc: Certification.

- 11.3 Clause 11.1 does not apply to sellers of **cloud products, services and support** on **buy.nsw**

11.3.1 Procurement Technical Standards relevant to sellers have been incorporated into the **buy.nsw** application process. Procurement Technical Standards will be incorporated into guidance for buyers.

12. NOTIFICATION OF OUTCOME

- 12.1 Applicants will be notified via email regarding the status of their applications to the ICT Services Scheme.

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12.2 The ICT Services Scheme Committee, or any successor body, may at its own discretion accept or reject a seller application, or revert the application to the seller for correction or clarification.

13. REQUEST FOR REVIEW OF THE DECISION

13.1 Should an Application be rejected and the Applicant believes that there are substantive grounds to reconsider acceptance onto the ICT Services Scheme, the Applicant may request a review of the decision in writing by providing full details of the reasons for the request and emailing ICTservices@finance.nsw.gov.au. The email subject must be: “NSW Government ICT Services Scheme review request” and include all relevant details of the rejected Application.

13.2 The Contract Authority will appoint a separate body to review the Application and may accept or reject the request for review. The Applicant will be notified of the outcome by email from DFSI.

14. PRESCRIBED TERMS AND CONDITIONS FOR CUSTOMER CONTRACTS

14.1 All customer contracts under the ICT Services Scheme shall comply with the **Procure IT Framework** terms and conditions prescribed below. The **Procure IT Framework** is mandated by the [Procurement Board Direction 2017-02](#). The **Procure IT Framework** comprises:

- Core& Agreement (Low Risk) and
- Procure IT v3.2.

Contract value	Contract terms and conditions and order form
Low risk contracts valued up to \$500,000 (excluding GST)	Core& Agreement (Low Risk) Note: Core& Agreement (Low Risk) is mandatory from 1 November 2018
Contracts that are high risk or valued more than \$500,000 (excluding GST)	Procure IT 3.2 Note: Procure IT 3.2 is mandatory from 1 September 2017

14.2 The terms and conditions prescribed in cl. 14.1 cannot be varied without prior written approval from the NSW Procurement Board or its Delegate.

14.3 Suppliers must not enter into customer contracts using the Core& Agreement (Low Risk) for contracts valued over \$500,000 (ex GST) or contracts considered by the Customer as high risk.

15. ICT SERVICES SCHEME USAGE DATA

15.1 Suppliers must provide detailed usage data to DFSI on a regular basis, which will be used to assess the performance of the ICT Services Scheme and to inform future procurement

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15.2 The data must be provided in Excel 2007 in the same format as the *ICT Services Scheme Data Collection Template.xlsx*, which may be downloaded from the ICT Services information page at www.procurepoint.nsw.gov.au.

15.3 Nil sales must also be reported.

15.4 Suppliers must email usage data to ICTServices@finance.nsw.gov.au for the periods set out below.

15.5 Failure to comply with this requirement will be deemed a breach of the conditions of the Scheme Rules.

Usage Data Period	Emailed to ICTServices@finance.nsw.gov.au
1 Jan 2017 to 30 Jun 2017	By 31 Jul 2017
1 Jul 2017 – 31 Dec 2018	By 31 Jan 2018
...ongoing six (6)-monthly data for duration of the ICT Services Scheme	...one (1) month after usage data period ends.

16. SUPPLIER INFORMATION MANAGEMENT

16.1 Organisation Information

16.1.1 Suppliers must ensure that their information in the eTendering Action Centre, including contact details and insurance certificates of currency, remain current. Where details change, Suppliers must immediately update their information on the eTendering Action Centre.

16.2 Material Adverse Events

16.2.1 Where a Supplier becomes subject to a Material Adverse Event, it must immediately notify DFSI by emailing details to ICTServices@finance.nsw.gov.au

16.3 Changes to status or other details

16.3.1 Suppliers must immediately inform DFSI by email to ICTServices@finance.nsw.gov.au of any significant change in their financial capacity, capability, ownership status, ABN, contact details or address. If there has been a change in ownership, the notification must include confirmation that:

- a) the previous Supplier is/was not subject to a Material Adverse Event; and
- b) the new Supplier has the same capacity and capability as the previously approved Supplier.

16.3.2 Notification of changes to ownership or ABN will be review by DFSI. Once verified, DFSI will update the supplier details on the eTendering website and notify the Supplier via email.

16.3.3 If the requirements outlined in 16.3.1 are not met, the previous Supplier's details will be suspended from the eTenders website and the new entity must submit a new Application

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to the ICT Services Scheme.

16.4 Sellers registered on **buy.nsw**

16.4.1 Sellers must ensure that their information on **buy.nsw** remains current, and update their information with any material changes as soon as possible. This applies to seller organisational and corporate information as well as to product information.

16.4.2 Some information cannot be updated by the seller - this includes ABN and authorised representative. Changes to these details must be requested by email to buy.nsw@finance.nsw.gov.au.

16.4.3 Sellers will be notified in advance of required documentation expiry dates, and must upload current documentation in order to continue to be featured as a seller on **buy.nsw**.

16.4.4 Sellers who have also registered through eTendering will continue to adhere to the supplier information management provision described in the existing Clause 16.

17. CHANGES TO CATEGORIES

17.1 Suppliers may submit changes to their nominated service categories during the term of the ICT Services Scheme via the eTendering Action Centre.

17.2 Any changes to nominated service categories are subject to the requirements outlined in Section 9.3(b) and/or Section 9.4(b) Application Requirements, Section 10.2(a) and/or 10.3 (a)&(b) Acceptance Criteria, Section 12 Notification of Outcomes and Section 13 Request for Review of the Decision.

17.3 Sellers who are already on the ICT Services Scheme and want to add a category to their profile that is only available on **buy.nsw** (currently cloud products, services and support), will need to apply through **buy.nsw**

18. PERFORMANCE MANAGEMENT

18.1 DFSI will manage the performance of Suppliers by monitoring performance on tendering, financial capability, NSW Government Code of Practice for Procurement compliance, contract performance and project outputs and outcomes.

18.2 Where performance is deemed unsatisfactory DFSI may:

- a) apply sanctions such as temporary suspension from the ICT Services Scheme; and/or
- b) revoke a Supplier's membership to the ICT Services Scheme following due consideration of the circumstances.

18.3 DFSI will provide Suppliers with the opportunity to request a review of decisions referred in Section 18.2.

18.4 DFSI reserves the right to expand or vary the performance management requirements of the ICT Services Scheme.

19. TEMPORARY SUSPENSION FROM THE ICT SERVICES SCHEME

19.1 DFSI may suspend a Supplier from the ICT Services Scheme for up to three months if it

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considers the Supplier has:

- a) not complied with the requirements of the Scheme Rules; or
- b) demonstrated unsatisfactory performance.

19.2 Before a Supplier's membership on the ICT Services Scheme is suspended under section 19.1, DFSI will advise the Supplier via email of the matters prompting the proposed action and will give the Supplier the opportunity to provide reasons as to why its membership should not be suspended.

19.3 DFSI will advise the Supplier of the reasons for the suspension and of any actions required by the Supplier to lift the suspension. A Supplier that has been suspended from the ICT Services Scheme must inform DFSI if and when the actions required to lift the suspension have been undertaken.

19.4 DFSI will regularly review the status of Suppliers who have been suspended under clause 19.1. If the action taken by the Supplier is considered by DFSI to be insufficient, the suspension period may be extended and the Supplier will be notified accordingly. DFSI may revoke the suspension if it is satisfied that the Supplier has taken appropriate action to address the reasons for the suspension

19.5 In addition to the existing conditions of Clause 19.1, DFSI may suspend a seller registered on **buy.nsw** for infractions against the **buy.nsw** [Terms of Use](#).

20. REMOVAL FROM THE ICT SERVICES SCHEME

20.1 DFSI may revoke a Supplier's membership on the Scheme if it considers that a Supplier's performance is unsatisfactory, the Supplier has not complied with relevant policies and laws or the Supplier is in breach of the Scheme Rules, including but not limited to, if the Supplier has:

- a) provided false or misleading information with their Application to the ICT Services Scheme; or
- b) breached any of the Scheme Conditions; or
- c) failed to meet applicable financial requirements; or
- d) failed to submit Usage Data reports; or
- e) been the subject of substantiated reports of unsatisfactory performance for other Customers; or
- f) been determined by the ICT Services Scheme Committee as not suitable for future work; or
- g) provided unsatisfactory performance with contracts under the ICT Services Scheme; or
- h) experienced a Material Adverse Event; or
- i) otherwise failed to meet the standards required of the ICT Services Scheme in terms of its project outcomes, business management systems, client satisfaction and ethical business practices; or
- j) engaged, or engages in, activities that contravene or circumvent the requirements of the *NSW Government ICT Services Scheme Guidelines for Customers*, which may be downloaded at www.procurepoint.nsw.gov.au.

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20.2 Before a Supplier's membership on the ICT Services Scheme is revoked under section 20.1, DFSI will advise the Supplier via email of the matters prompting the proposed action and will give the Supplier the opportunity to provide reasons as to why its membership should not be revoked.

21. REQUEST FOR REVIEW OF DECISION TO SUSPEND OR REVOKE MEMBERSHIP

21.1 Where a Supplier considers that there are substantive grounds for DFSI to reconsider its decisions for suspension or revocation, the Supplier may, within 20 days from the email advising of the original decision, request a review of the decision in writing, by emailing full details of the reasons for the request for review to ICTServices@finance.nsw.gov.au.

21.2 DFSI will refer the matter to the ICT Services Scheme Committee for review and inform the Supplier of the outcome via email.

22. APPLICANT'S ACKNOWLEDGMENT

22.1 In applying for membership to the ICT Services Scheme, the Applicant agrees that it accepts the Scheme Rules.

23. DISCLAIMER

23.1 DFSI and the ICT Services Scheme Committee reserve the absolute discretion to:

- a) accept an Application with or without limitations and/or conditions;
- b) reject an Application;
- c) suspend or revoke a Supplier's membership to the ICT Services Scheme.

23.2 In exercising their discretion, DFSI and the members of the ICT Services Scheme Committee will not be held liable for any costs or damages incurred by the Supplier.

24. NO GUARANTEE OF SUPPLY

24.1 Suppliers on the ICT Services Scheme are not guaranteed:

- a) continuity of approval as a ICT Services Scheme Supplier for the duration of the Scheme; or
- b) opportunities to submit proposals; or
- c) that engagements or work of any kind or quantity will be offered.

25. REVIEW AND DEVELOPMENT OF THE ICT SERVICES SCHEME

25.1 The ICT Services Scheme will be monitored by DFSI to assess whether the objectives and intent of the ICT Services Scheme are being met.

25.2 Modifications to the ICT Services Scheme may be made at the Contract Authority's discretion during the life of the ICT Services Scheme.

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25.3 Suppliers will be notified via email of any modifications to the Scheme.

25.4 Suppliers may withdraw from the Scheme at any time.

26. TERMINATION

26.1 The ICT Services Scheme can be terminated with 90 days' notice at the sole discretion of the Contract Authority by posting a Scheme Termination Notice on the NSW Government eTendering website.

27. DISCLOSURE

27.1 Suppliers acknowledge and agree that the NSW Government is required to disclose certain information in accordance with the Division 5 of the *Government Information (Public Access) Act 2009* and Premier's Memorandum 2007-01 which may be viewed or downloaded at www.dpc.nsw.gov.au/announcements/ministerial_memoranda/2007/m2007-01

28. DEFINITIONS

Applicant means an entity that has submitted an Application for admission to the ICT Services Scheme.

Application means an online Application for admission to the ICT Services Scheme submitted via the NSW Government eTendering website or when applicable **buy.nsw**

buy.nsw means the digital marketplace located at: <https://buy.nsw.gov.au>

Buyer means any eligible customer listed on the ProcurePoint website at: <https://www.procurepoint.nsw.gov.au/before-you-buy/buyer-eligibility-and-registration>

Cloud marketplace means the website at the following address: <https://buy.nsw.gov.au>

Contract Authority means the Chief Executive of the NSW Government Office of Finance and Services.

Customer means any Eligible Customer listed on the ProcurePoint website at <http://www.procurepoint.nsw.gov.au/documents/eligible-buyer-list>

ICT Services Scheme means the NSW Government ICT Services Scheme administered by DFSI.

ICT Services Scheme Committee means the entity established by the Contract Authority to make recommendations relating to the performance of the ICT Services Scheme.

Material Adverse Event has the same meaning as in Part 3: Dictionary under the Procure IT framework as amended from time to time.

NSW Government eTendering website means the website at the following address: www.tenders.nsw.gov.au

DFSI means the NSW Government Office of Finance and Services, Treasury and Finance Cluster.

Seller is an organisation that wants to sell to NSW Government

Scheme Rules means this document *NSW Government ICT Services Scheme Rules for Suppliers*.

NSW Government ICT Services Scheme

eTendering Action Centre means the online portal accessed via the NSW Government eTendering website through which Suppliers may review their applications to the ICT Services Scheme or update their information.

Scheme Termination Notice means a notice published on the NSW Government eTendering website issued by DFSI on behalf of the Contract Authority advising of the intent to terminate the Scheme.

Supplier means an Applicant that has been granted admission to the ICT Services Scheme.

Supplier Declaration means the declaration that Suppliers are required to provide when making an Application to the ICT Services Scheme which states that the Applicant is authorised to submit the Application for and on behalf of the applicant organisation and, in doing so, warrants that the applicant organisation is not subject to a Material Adverse Event and the information provided in the application is true and correct.