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FOR YOUR INFORMATION - TO HELP YOU DECIDE WHETHER TO  
PARTICIPATE IN THIS RFT AND THEN BECOME A PROSPECTIVE  
TENDERER**

## **Please read and Note:**

This file is provided on the Commerce tenders web site when the Request For Tender (RFT) document is issued in Dmax Lite format.

This file contains (below) a brief scope statement and extracts from the RFT documents, but is not a complete RFT document and does not contain the responsible questions.

To participate in this tendering process you MUST first return to the Commerce tenders web site:

<https://tenders.nsw.gov.au/commerce>

Then from the RFT web page (see RFT number below) download a full copy of the RFT documents, including the responsible components, and also any addenda issued to date; and also during the tender period.

Copy/Save the RFT documents to your own computer drive or network location – the blue “DOWNLOAD A SOFT COPY” link at the bottom provides access to the page from which you can do this.

## **DmAX Lite Software**

You will need to have a current licensed copy of the Dmax Lite 5.1 software to read, complete, and respond to the RFT with your tender. If you do not currently have such a licensed copy it can be optionally purchased and downloaded when downloading the full RFT documents from the tenders web site.



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NSW Procurement – Contracting Services is a Business Unit of the NSW  
Department of Commerce

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

## Request for Tender 0801515

Retail Supply of Natural Gas for Small Site  
Customers (site consumption less than 10  
Terajoules per annum)

1 October 2009 to 30 September 2011  
with options to extend up to 2014

Tender Issue Date: 14 April 2009

Closing Date: 13 May 2009

Closing Time: 9:30 am Sydney Time

Note: In order to respond to this RFT tenderers must have a current licence for i-Tenders Supplier software. Licences can be purchased through NSW eTendering website: [www.tenders.nsw.gov.au](http://www.tenders.nsw.gov.au) at a cost of \$110 (inclusive of GST) for a 12 month annual licence. This provides access to respond to tenders developed in the i-Tenders application. It is anticipated that most RFTs released by the Board and the NSW Government will be in this format.

For help on purchasing your software, or use of application, please contact NSW Procurement Client Support Centre on 1800 NSW BUY (679 289) or [NSWP\\_Support@Commerce.nsw.gov.au](mailto:NSWP_Support@Commerce.nsw.gov.au).

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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.

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*Retail Supply of Natural Gas for Small Site Customers (site consumption less than 10 Terajoules per annum)*

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<b>REQUEST FOR TENDER - PART A – OVERVIEW .....</b>	<b>4</b>
1 Outcome .....	4
2 Objectives .....	4
3 Required Benefits .....	4
4 Scope of RFT .....	4
5 RFT Structure .....	5
6 Best Price and Cost Structure .....	6
7 Benchmarking.....	6
8 Performance Framework .....	6
9 Customer Contract Formation .....	7
10 Electronic Business .....	7

## REQUEST FOR TENDER - PART A – OVERVIEW

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### 1 Outcome

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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

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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

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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, TenderMax etc.

### 4 Scope of RFT

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#### 4.1 Deliverables

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

The retail supply of Natural Gas for Small Site Customers (site consumption less than 10 Terajoules per annum) under a Standing Offer Agreement for Whole of Government use.

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

We reserve the right to select one or more tenderers, however, there will be only one supplier for each network area.

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

### 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 two (2) years, with three (3) optional one (1) year extensions at the discretion of the Board.

Where the normal meter reading cycle (for quarterly accounts) occurs after the nominated contract end date the contracted rates must apply until the following normal meter reading cycle occurs. No extraordinary meter readings are proposed.

### 4.3 Current Scope and Expenditure

The current consumption incurred by government agencies for the procurement of the Deliverables is provided in Part F. This data is provided for information only and does not constitute a guarantee for future work through the proposed Agreement.

### 4.4 NSW Government requirements

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

## 5 RFT Structure

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This RFT is structured in the TenderMax Pro format. TenderMax Pro is an e-sourcing application designed to fully automate the traditional paper-based tendering process introducing best practice processes in electronic tender production, submission and evaluation to improve a tender submission, evaluation and award phases.

This RFT comprises 6 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. Tender responses to be completed by the tenderer(s) are in the TenderMax format.

### 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.

### 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

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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;
- Price future variations, if applicable.

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

The Board expects the successful tenderer(s) to use its best endeavours 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

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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

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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 of additional Products/reduction;
- (d) Extensions of the proposed Agreement (if available);
- (e) Non payment of price variations.

## **9 Customer Contract Formation**

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Eligible Customers will place orders against the proposed Agreement (Refer Schedule 2 of Part D) 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**

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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).

The use of NSW government electronic procurement systems (smartbuy®, NSW e-Tendering, i-Tenders, etc) is a mandatory requirement under this Agreement. Tenderers are encouraged to present similar electronic solutions that can further support expanding adoption of electronic business by NSW government agencies and their suppliers.



Retail Supply of Natural Gas for Small Site Customers  
(site consumption less than 10 Terajoules per annum)

1	Scope .....	2
2	Specification.....	6
3	Service Requirement .....	8
4	Site Transfers & Contract Management.....	10
5	Standards & Legislation .....	13
6	Account management and service requirements .....	13
7	Service Level Agreement – Key Performance Indicators (KPI) and Savings Matrix.....	13
8	Reporting .....	14
9	General Requirements.....	15

## **1**      **Scope**

### **1.1 Deliverables**

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

The retail supply of Natural Gas for Small Site Customers (site consumption less than 10 Terajoules per annum) under a Standing Offer Agreement for Whole of Government use.

## 1.2 Supply Estimation

The current contract has the following annual consumption and clients:

Network	Area	Annual Consumption MJ
NSW Gas Networks	Sydney, Newcastle, Central Coast, Blue Mountains, Orange, Parkes, Wollongong and surrounding areas	326,366,397
NSW Gas Networks	Riverina (Griffith, Leeton, Yanco, Yenda and surrounding areas)	8,463,705
Central Ranges System	Dubbo	4,874,177
ACTewAGL Distribution	Queanbeyan	499,411
<b>Total</b>		<b>340,203,690</b>

Table 1.2.1

Customer	Number of DPIs	Annual Consumption MJ
NSW Department of Education & Training	1,052	203,825,565
NSW Department of Ageing, Disability & Home Care	11	34,271,701
Attorney Generals Department of NSW	37	15,712,870
Baptist Community Services - NSW & ACT	16	13,451,237
NSW Department of Corrective Services	15	12,919,006
Blacktown City Council	6	12,946,824
Gosford City Council	7	7,991,249
Peninsula Regional Leisure Centre	1	7,923,849
Salvation Army	27	6,172,872
Montefiore Jewish Homes	4	5,458,213
Other	61	19,530,304
<b>Total</b>	<b>1,237</b>	<b>340,203,690</b>

Table 1.2.2

## Part F – Statement of Requirements

Approximately 34% of the current accounts are issued on a monthly basis and 66% on a quarterly basis. However, current monthly accounts represent approximately 46% of the total annual consumption.

There is potential for additional loads in network areas not currently covered by the existing contract and the expansion of clients and sites in the networks currently covered. The existing and additional potential annual load is estimated as follows:

Network	Area	Estimated Number of DPIs	Estimated Annual Consumption MJ
NSW Gas Networks	Greater Sydney Area, Central Coast, Newcastle, Wollongong, Blue Mountain areas plus Bathurst, Cootamundra, Lithgow, Orange, Parkes	1,235	351,000,000
NSW Gas Networks	Riverina (Griffith, Leeton, Yanco, Yenda and surrounding areas)	11	8,500,000
Central Ranges System	Dubbo	13	4,900,000
Central Ranges System	Tamworth	10	2,000,000
ACTewAGL Distribution	ACT	3	2,300,000
ACTewAGL Distribution	Queanbeyan	5	1,100,000
ACTewAGL Distribution	Boorowa, Goulburn, Yass, Young	15	4,100,000
ACTewAGL Distribution	Shoalhaven	4	800,000
Country Energy	Wagga Wagga, Uranquinty	18	4,200,000
Country Energy	Adelong, Tumut, Gundagai	6	1,300,000
Country Energy	Henty, Holbrook, Culcairn, Walla Walla	4	700,000
Country Energy	Temora	2	300,000
Country Energy	Cooma, Bombala	6	1,300,000
Envestra	Albury, Jindera, Moama	12	2,600,000
Envestra	Murray Valley Towns	6	900,000
<b>Total</b>		<b>1,350</b>	<b>386,000,000</b>

**Table 1.2.3**

***This amount is provided for information only and does not constitute a guarantee for any consumption through the proposed Agreement.***

## Part F – Statement of Requirements

Natural gas is used mainly for comfort heating and to a lesser amount for cooking and water heating by our customers. Therefore the consumption patterns are seasonal with the majority of consumption in the cooler months of the year. Annual consumption is likely to increase if winter temperatures are low and conversely decrease if winter temperatures are mild.

The approximate percentage of consumption in relation to billing months is shown in the following table:

Billing Month	Account Type	
	Monthly	Quarterly
July	14.7%	10.7%
August	14.4%	23.1%
September	11.2%	17.4%
October	6.9%	11.2%
November	5.6%	11.1%
December	5.3%	5.4%
January	6.2%	2.9%
February	3.5%	3.5%
March	4.9%	1.9%
April	5.6%	2.2%
May	10.4%	4.7%
June	11.4%	6.1%

## 2 Specification

### FURTHER CONDITIONS OF TENDER AND CONTRACT

#### 2 General

##### 2.1. Application

This section contains additional conditions that are specific to the retail supply of natural gas.

##### 2.2. Definitions

In this contract to which these conditions (with or without modification) apply, the following terms shall (unless the context otherwise requires) have the following meanings (please note that other tender definitions can be found in Part B, clause 1):

“**Act**” means the **Gas Supply Act 1996** and associated regulations and other instruments made under that act;

“**ACT**” means Australian Capital Territory;

“**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.

“**Contractor**” has the same meaning as Retail Supplier;

“**Contract Start Date**” means any date on which the deed of agreement is executed;

“**Customer Connection Contract**” has the same meaning as RGSA (long);

“**Delivery**” means transmission of natural gas to the Delivery Point Indicator (DPI) in fit for use state;

“**DET**” is the acronym Department of Education and Training;

“**Delivery Point Indicator**” means the infrastructure point to which gas is delivered to the customer by the retail supplier;

“**Distributor**” means owner and/ or operator of gas network infrastructure;

“**DPI**” is the acronym for Delivery Point Indicator;

“**Eligible customer**” means

an entity listed in Schedule 1 to the Public Sector Employment and Management Act 2002 as amended from time to time;

(b) a public sector agency as defined by clause 18(4) of the Public Sector Management (Goods and Services) Regulation 2000 being:

- 1) a government trading enterprise (including a State owned corporation)
- 2) a public or private hospital (including an area health service)
- 3) a local government agency
- 4) a charity or other community non-profit organisation
- 5) a public or private school, college or university
- 6) a public sector agency of this State, the Commonwealth or of any other State or Territory
- 7) a Contractor to a public sector agency (but only in respect of things done as such a Contractor)

## Part F – Statement of Requirements

- 8) a Nominee Purchaser provided that it satisfies the requirements of clause 3.6 of Part D (Deed of Agreement) and
- 9) such other persons or entities, which the Principal may from time to time in its discretion, determine through a customer registration process.

**“GJ”** means gigajoule and is equal to one thousand MJ;

**“GMC”** means NSW Gas Market Company;

**“Goods”** includes the supply of natural gas and any service act or good relating to or in any way connected to the supply of natural gas;

**“Joule”** means a unit of heat

**“MJ”** means one megajoules and is equal to one million joules;

**“Natural Gas”** is defined as a combination of various gases in varying ratios by volume (methane – 88.8%, ethane – 7.8%, propane – 0.2%, carbon dioxide – 1.9%, nitrogen – 1.3%), with a net heating value at 15° C and 101.325 kPa of 35.0 MJ/m<sup>3</sup>. Miscellaneous components of odour detection, etc. are included but not detailed with this definition;

**“NSW”** means New South Wales;

**“NSW Retail Licence”** means as defined by the Act

**“Retail gas supply”** has the same meaning as Retail Supply of gas;

**“Retail Supplier”** means a person or organisation who supplies natural gas under a customer supply contract in accordance with the Act;

**“Retail Gas Services Agreement”** means a customer connection contract;

**“Retail Supply of gas”** means the supply of natural gas to a customer in accordance with the Act and which may be defined by characteristics such as load, load profile and other information supplied by the customer;

**“RGSA”** is the acronym for Retail Gas Supply Agreements;

**“Services”** includes the supply of natural gas and any service or good relating to or in any way connected to the supply of natural gas;

**“Small Site Customer”** means a site that uses less than 10 terajoules per annum

**“Supplier”** has the same meaning as Retail Supplier;

**“Supply Start Date”** means first day after the current contract expires, that is 1 October 2009;

**“TJ”** means one terajoule and is equal to one thousand GJ.

### 2.3. This Tender

- a) In accordance with clause 4 of Part A, tenderers are reminded that this tender is for a standing offer to supply natural gas at the agreed price. No contract comes into existence until that offer is accepted by the placing of the order by a customer, each order being an individual act by which a separate contract governed by the terms and conditions provided for in the original tender is created. It will be the responsibility of each individual customer to place their order(s) with the Contractor(s).

- b) The Contractor agrees and acknowledges that each contract will be created under the terms and conditions of this tender and in accordance with the Retail Gas Services Agreements enclosed within Section D of this tender, and in accordance with the requirements of the *Gas Supply Act 1996 and Gas Supply (Natural Gas Retail Competition) Regulation 2001* and other instruments made under that Act.
- c) The Contractor also acknowledges the existence of a separate customer connection contract between each customer and a “natural gas service provider” for each customer site which has been established in accordance with the requirements of the *Gas Supply Act 1996* and the *Gas Supply (Natural Gas Retail Competition) Regulation 2001* and other instruments made under that Act.

### 3 Service Requirement

#### 3.1.1 Retail Supply of natural gas

This tender is for the retail supply of natural gas to NSW Government Agencies and other eligible users.

#### 3.1.2 Notification to the NSW Gas Market Company (GMC) of a change in retail supplier

Award of this contract may result in a change of retail supplier. The Contractor will complete and lodge all forms and paper work necessary to advise GMC of the change to retail supplier. Subject to the time of this contract is awarded, this notification must be given in sufficient time prior to the start of the contract for GMC to make the administrative changes necessary for this contract to operate.

#### 3.1.3 Billing

The Contractor will bill each customer site with a bundled invoice for all retail natural gas charges, supply fee and all network charges and regulatory charges. Each customer will make a single payment to the Contractor for each billing period and responsibility for settling accounts will be the responsibility of the Contractor.

If requested, consolidated tax invoices should be provided with supporting copies for each site invoice. The tenderer must indicate the discount offered, in addition to other nominated discounts for providing consolidated payment where there is a single contact point for all payment to a single customer.

There should be an ability to change the way that consolidated invoices are grouped (i.e., ability to move specified sites from one consolidated invoices to another).

#### 3.1.3 (a) Correction where Customer is undercharged and overcharged:

Per the Gas Supply (Natural Gas Retail Competition) Regulation 2001 clause 26 and 27, successful supplier would refund all overcharges under the contract, and process any undercharges for a period of 12 months. The successful supplier will not recover an amount payable in respect of a period that is more than 12 months before the date on which the supplier notifies the customer of the determination.

#### 3.1.4 Minimum Billing Information

Minimum information included in customer accounts must include information specified in the *Gas Supply (Natural Gas Retail Competition) Regulation 2001*.

Tenderers are required to submit indicative examples of invoices illustrating proposed layouts, formats and information content of invoices for all Small Site Customers (site consumption less than 10 Terajoules per annum).



**3.1.5 Other Services tariffs and charges**

Invoicing for other services, charges as agreed, must be itemised separately on invoices along with a clear explanation of what they are for and the basis upon which they have been calculated.

**3.1.6 Non-disclosure of confidential information**

All account, billing, consumption profile and other information related to each customer and held by the Contractor is to be treated as confidential information. Confidential information related to a particular customer remains the property of that customer at all times. Subject to any obligation imposed by law or required under this contract, the Contractor must not disclose any confidential information, either in part or whole, to any other customer or third party (other than the Board) without the express written permission of the customer who owns the information. The Board is entitled to obtain information about the customer(s) at any time.

**3.1.7 Registration of meters**

Where site meters have not been registered when the order is placed, the Contractor shall assist the customer to complete registration of these meters.

**3.1.8 Network Charges**

The Contractor is to monitor the network charges being applied to the account and report to the customer whether a more economical charge would be applicable. With the customers approval the Contractor is to apply to the network supplier for a change in network tariff charges.

**3.2 Customer Service**

**3.2.1 Customer Reference / Contract management Advisory Group**

3.2.2 At the commencement of the contract a **Customer Reference / Contract management Advisory Group** may be established. The Contractor(s) will assist this Group wherever necessary.

**3.2.3 Relocation of Customer to new site**

When a customer relocates or transfers an office or site during the term of the contract the Contractor shall continue to apply the contract rates for the new office/site.

In such cases, load projections of the new office/site will determine the type (whether or not above 10 TJ or less than 10 TJ) of customer and the government contract rates will be applied accordingly.

**3.2.4 Records Management**

The Contractor is to provide NSW Procurement as a minimum on request, at no cost, an electronic list of all sites on the contract giving the following information:

- 1) name of the agency
- 2) ABN of agency
- 3) Site address of agency
- 4) Postal address of agency
- 5) Current account number/s

- 6) Delivery Point Identifier (DPI)
- 7) Supply Point Number
- 8) Device Number and Type
- 9) The network tariff code
- 10) Annual Consumption
- 11) Contract Commencement date
- 12) Contract End date/the next billing period
- 13) Billing Frequency
- 14) The site contact name, telephone number and fax number
- 15) Any other information that is required to transfer sites to a new contract.

### **3.2.5 Records of Individual site consumption details (Site Consumption Report)**

The Contractor is required to keep historical records of individual site consumption details. Copies of these records, in electronic form, are to be sent to NSW Procurement when requested at no cost.

## **4 Site Transfers & Contract Management**

### **4.1.1 Transitioning of Customer sites between Contractors**

Where as a result of the tender process, the outcome is that there is a change in Contractors, both the incoming and outgoing Contractors shall agree to co-operate with each other and with NSW Procurement to ensure uninterrupted supply of natural gas to Customers with minimum disruption.

### **4.1.2 Contractor's Responsibilities**

The Contractor agrees to cover as a minimum the following points in its Account Management plan to ensure that the transfer of all sites occurs from award of the Contract in order that supply commences on nominated supply start date:

- a) Compile Retail Gas Supply Agreements (RGSA) and distribute to each Customer;
- b) Follow up with Customers and ensure agreements are received;
- c) Execute and return a copy of RGSA to the Customer;
- d) Arrange for transfer of DPIs and

- e) Notify Customers once the transfer of DPIs is completed.

The Contractor must continue to supply natural gas at the contracted rates until the next scheduled normal meter reading cycles occur.

Where the transfer of a new site does not take place by the next scheduled meter reading and where the delay is attributed to the Contractor, Customers will be compensated by the Contractor for any difference between contract rates and the actual rate paid by the Customer.

In the circumstances, the Contractor shall not charge Customers for any additional expense or charges for extraordinary meter readings, where such readings may be required.

The Contractor agrees to cover as a minimum the following points in its Account Management plan to ensure the efficient transfer of all sites at the completion of the Contract:

- (a) Provide a true and complete list of all Customer sites on Contract

The Contractor shall ensure that any sites not identified in the list will remain on contract rates until the time it is transferred to the incoming Contractor.

Where sites have been identified in the list and failed to transfer to the new Contract, the outgoing Contractor will negotiate interim rates with NSW Procurement.

### *4.1.3 NSW Procurement Assistance in the transfer process*

NSW Procurement may choose to deploy a project team to assist Customer/Contractor(s) with the transfer process.

### *4.2.1 Site changes*

### *4.2.2 Process to add/delete new sites*

When a Customer has a requirement to add and/or delete a new site from the RGSA, this will be done through the Contractor's nominated Account Manager and the following steps are to be adopted:

The Customer shall notify the Contractor about the required change to their RGSA.

The Contractor shall email the original RGSA with the site list to the Customer.

The Customer shall check the site details for its relevance and accuracy, and return the updated site list to the Contractor together with the RGSA amendment 'site roll-in form' duly signed by the Customer.

The Contractor shall update the records and arrange for the action required for addition or deletion of the site to the RGSA.

### **4.2.3 Supply Augmentation at an Existing Site**

Where a customer requires the augmentation of the natural gas service to a site on the natural gas contract, the natural gas distributor may request a new DPI for the site and possibly change the metering equipment, all without reference or advice to the natural gas contract parties. Where supply augmentation occurs and the estimated site consumption remains within this contract requirement, then the site continues on the natural gas contract. Should the site be then billed at non-contract rates, the Contractor agrees to organise having the non-contract bill/s withdrawn and new bill/s issued using the contract rates that applied prior to the supply augmentation.

## 5 Standards & Legislation

- 5.1 The natural gas supplied under the proposed Standing Offer Agreement must comply with all relevant Australian Standards including the Australian Standard – Specification for general purpose natural gas, AS 4564 - 2003.
- 5.2 The natural gas supplied under the proposed Standing Offer Agreement must comply with the Gas Supply Act (1996) and the Gas Supply (Natural Gas Retail Competition) Regulation 2001 and other instruments made under that act.

## 6 Account management and service requirements

The Contractor shall possess contemporary account management, service and reporting capabilities including, but not limited to:

- accurate, robust and proven billing systems and methodology;
- experienced account management team including any specified personnel;
- proven ability to transfer high volumes of sites onto contract quickly and efficiently;
- ability to provide consolidated billing and
- electronic and/or online reporting systems to show consumption and cost.

It is a requirement of the Contract that the Contractor nominate an Account Manager to meet the contractual and operational requirements of the Contract including:

- 1) Account Manager to liaise with NSW Procurement.
- 2) Account Manager as a single point of contact with the Customer to deal with operational day to day issues, the Customer will nominate a representative as single point of contact for the Account Manager.

## 7 Service Level Agreement – Key Performance Indicators (KPI) and Savings Matrix

The Contractor(s) shall provide a monthly report to NSW Procurement on KPI's/Scorecards and savings matrix to measure the performance of the Contract.

The scorecard weightings for each of the KPI shall be as agreed between the Contractor and the Board during the Contract implementation phase.

*Tenderers should refer to Part D, Schedule 7 for a template of the KPI's/Scorecards and Savings Matrix.*

NSW Procurement will meet with the Contractor every month to discuss the KPI's/Scorecards and Savings Matrix at an operational level and also meet every quarter to discuss the KPI's/Scorecards and Savings Matrix at a high strategic level. The quarterly meeting will have the involvement of Senior Managers from NSW Procurement, the Contractor and Customer representation, as required.

***It is an essential requirement that the Contractor provide reports as necessary under the Service Level Agreement and this Specification and participates in meetings both on a monthly and quarterly basis.***

## 8 Reporting

The Contractor is required to provide regular reports to customers and the Board/NSW Procurement on any matter affecting, or of relevance to, the retail supply of natural gas and associated services under the contract.

### 8.1 Sales/Purchase Reporting to Board

Contractor(s) will be required to submit monthly reports collating all customer data, which must include, as a minimum, the data fields given below:

Trading Name	Product Code
Registered Name	Date Meter Read
DPI – Delivery Point Identifier	Billing Days
Building or Block Name	Billed MJ
Street Number	Billed Gas Costs
Street Name	Billed Supply Fee
Suburb	Other Relevant Charges
State	Total Billed Amount excluding GST
Post Code	Previous meter reading
Customer ID	Latest meter reading
Agency Site ID	
Sub Agency Site ID	

The reporting data is generally a compilation of what has been billed for a set period. These sales or purchase reports are to be provided at no cost every month for the calculation of management fee returns. Management Fee will be paid on a monthly basis to the Board. The reports are to be supplied in an electronic file format (excel spreadsheet), which can be read, formatted, displayed, manipulated and printed.

The monthly reports will be used to determine the management fee payable on total natural gas billed amount.

### 8.2 Site Reports to Board:

Contractor will be required to provide the Board every month the following reports:

- a. a list of new sites that have joined the contract
- b. a list of all existing sites that have made the transfer to a new location
- c. a list of all sites that exited from the contract
- d. a list of Top twenty Customers with a summary of each of their energy consumption and spend details on a monthly basis

### 8.3 Consumption reports to customers:

Generally multiple site agencies will make use of these reports.

The Contractor will set up the process for compiling these reports and the sites that will form part of the agency customer report and it is to be provided at no cost to customers. Customers will nominate the sites that form the consumption report using either the Natural Gas Supply Agreement (contract between the Contractor and customer) or a separate method of advice to the Contractor.

Some customers require monthly, quarterly, six-monthly and/or annual account consumption reports. The data fields of the report will be same as the detailed Sales/Purchase report provided to the Board as per Clause 8.1.

The reports are a compilation of what has been billed and can be for a number of sites for the same customer. These reports are used for energy management and various other reporting requirements for the customer's management. The reports are to be supplied in an electronic file format (excel spreadsheet), which can be read, formatted, displayed, manipulated and printed.

When requested, these reports are to be provided to the customer after the most recent billing period. These reports are to be based on accounts issued, not on accounts paid.

The contractor must set up and maintain a system which provide consumption data to provide customers with a report that fulfills their obligations under the NSW Government Sustainability Policy on energy consumption reduction and cleaner energy utilization”

**Please note tenderers are to include in their tender a typical format of a consumption report for assessment.**

### 8.4 Variance reports to Customers

Some customers require the Contractor to provide a variance check for comparison of the billing data with data for a corresponding period as specified by the customer.

The purpose of such reports is to identify opportunities for improved energy management.

Variance reports would be based on sites nominated by the customer and would apply to monthly and quarterly accounts.

## 9 General Requirements

### Department of Education and Training (DET)

#### Requirements

##### a) Close down periods

As Schools are closed during the summer holidays, the energy bills mailed to Schools (Department of Education and Training (DET) public and private schools) during the holiday period will only be paid after the school re-opens. It is a requirement under the contract that the successful tenderer accommodate this special arrangement with its billing cycle/or mailing of energy bills.

##### b) Customer - specific services

It is a requirement under this contract that the successful Contractor(s) will be required to identify the DET sites and provide a savings analysis for each site if it were to transfer to the contract.

##### C) Child Protection

1. The Contractor must not employ or permit to be employed on work under the contract at the Site or Sites a person where the Principal advises the Contractor that, in the opinion of the Principal, that person poses unacceptable risks to children or other vulnerable people cared for at that Site
2. A listing of employees/subcontractors to be screened is to be forwarded to the Employment Screening Unit (ESU) of the Department of Education and Training with a Working with Children Check request form signed by the Contractor. The contractor will be advised of any changes in procedure. The contractor must confirm annually that Child Protection Screening has been obtained for all staff attending school sites.

## **Part F – Statement of Requirements**

The address of the Employment Screening Unit is:

Mail: Department of Education and Training

Employment Screening Unit

Attention: Manager

Locked Bag 3018

BLACKTOWN NSW 2148

Fax: (02) 9836 9222

### **Local Government Requirements**

A number of council swimming pools are also closed during the winter period and a similar arrangement as DET (Close Down Periods as stated in a) above) may be required during these periods.