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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.



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

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

Request for Tender 0701632
Government Selected Application Systems (GSAS)
System Implementation
Functional & Technical Specialists

1 January 2007 to 31 December 2010
With two (2) optional one-year extensions

Tender Issue Date: 2 October 2007

Closing Date: 18 October 2007
Closing Time: 9:30 am Sydney Time

Note: In order to respond to this RFT tenderers must have a current license for DMax Lite 5.1 software. Licenses can be purchased through NSW Procurement | eBusiness Solutions SupportDesk at: eBS_SupportDesk@commerce.nsw.gov.au or 1800 003 985

at a cost of \$110 (inclusive of GST) (representing the DecisionMax license fee). This provides 12 months unlimited application to any Tender formatted in TenderMax Pro. It is anticipated that most RFTs released by the SCCB will be in this format.

Alternatively, in downloading this RFT you can follow the prompts to confirm your request and purchase of the DMax Lite software and be issued with your Digital Registering Key to commence preparing your tender submission in the appropriate format.

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

Other matters should be directed to:

Group General Manager
NSW Procurement – Contracting Services
NSW Department of Commerce
McKell Building
2-24 Rawson Place
Sydney NSW 2000
Tel: (02) 9372 7504
Fax: (02) 9372 7533

GSAS Functional & Technical Specialists

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PART A The Requirement and Tender Information

1. Outline Description of the Requirement

1.1 Introduction

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 this RFT.

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

1.2 This RFT is specifically for Functional & Technical Specialists. A separate RFT will be released for Managed Services

1.3 Background to the GSAS Program

The Department of Commerce, Government Chief Information Office (GCIO) has embarked on a comprehensive review of the GSAS program. The program is a series of panel contracts for the provision of corporate service software systems to the NSW Public Sector which covers the following application areas – Finance, Human Resources and Payroll.

This review aligns with the Back Office Application Consolidation (BOAC) Program which encompasses the development of a new operating framework to ensure that NSW Government achieves an acceptable return on investment in relation to these corporate applications.

The joint objectives of the BOAC/GSAS Review are to develop a framework –

- Decrease future ICT investment in back-end system implementations, upgrades and enhancements
- Lower recurrent cost of ownership to government
- Remove technical and process barriers that inhibit structural reform or eGovernment initiatives
- Divert back-end ICT funds (and savings) to front-line and line of business service delivery
- Enhance and share government expertise with regard to corporate applications
- Enable cost reduction in business processing, facilities and staff cost whilst improving quality of service delivery.

This will be achieved by:

- Reduce the total cost of ownership through clustering and consolidation
- Manage the entire application lifecycle of applications from acquisition through to implementation, service support, upgrades and product extensions
- Reduce ongoing running costs through standard government configurations of applications
- Use lead agencies within the sector to manage and maintain corporate applications, develop centres of expertise and negotiate with vendors
- Aggregated purchasing and procurement

This Sourcing Strategy supports the Premier's State Plan and GCIO *People First* strategic ICT plan

The 'guiding principles' of the GSAS/BOAC Projects include –

- the 'Crown' as the central custodian of application licences
- a central program office to coordinate activities around corporate applications
- a standard NSW Government configuration for 'core' functionality to reduce implementation, upgrade, support and maintenance costs
- a significant shared services program which includes –
 - a reduced number of processing centres, i.e. the formation of 'clusters' for NSW Government Agencies/Departments
 - consolidation of software applications – i.e. a reduced number of applications, instances, versions and technologies supported
 - the potential to 'on-board' a number of Departments/Agencies onto the successful Vendor's application/s
 - establishing a new panel contract for service providers
 - building a 'long term partnership' with the successful vendor/s
 - improving the Return of Investment (ROI) across the installed base.

1.4 Service Provider Strategy

Two sourcing strategies will be established for Service Providers that will allow agencies flexibility in selecting specialist resources i.e. –

- Contractor Services Pre-Qualified 'Market Place' –
 - to allow agencies to acquire a range of specialised skills for discrete project/tasks
- GSAS System Implementation & Managed Services Panel Contract –
 - to acquire accredited and specialised skills where there is a shared responsibility for 'protecting' core integrity for services such as upgrades, implementation of specialised modules, etc.
 - to provide outsourcing services for the ongoing maintenance and support of key infrastructure components such as application management.

| Description | Typ | Engagement Process | Characteristics | Service Offerings |
|---|------------------------------------|---|---|---|
| Contractor Services | Usually Time & Material | <ul style="list-style-type: none"> ➢ Vendor pre-qualified ➢ Web based booking ➢ Ability for agency to issue RFQ ➢ Rigorous enforcement of participation rules | <ul style="list-style-type: none"> ➢ Open marketplace ➢ Significant savings and improved quality over current processes ➢ Extensive reporting and improved governance and probity management ➢ Use the market to drive quality, price and availability improvements | <ul style="list-style-type: none"> ➢ All time and materials services to support Oracle, Mincom and SAP environments. |
| Implementation & Managed Services (SIMS) | Fixed Pric Model | <ul style="list-style-type: none"> ➢ RFQ from panel contract up to prescribe value | <ul style="list-style-type: none"> ➢ Certified partners ➢ Shared responsibility for developing and 'protecting' standard government configuration ➢ 3 categories of Service providers – <ul style="list-style-type: none"> ▪ Functional specialist partner ▪ Technical specialist partner ▪ Full Service partner | <ul style="list-style-type: none"> ➢ Single Phased e.g. <ul style="list-style-type: none"> ▪ Business Case Dev. ▪ Support Services ▪ Change management ▪ Technical admin. ▪ Interfacing ➢ Multiphase e.g. <ul style="list-style-type: none"> ▪ Implementations ▪ Upgrade ▪ Managed Services |

1.5 Objectives of RFT

The objective of this Request for Tender (RFT) is to obtain submissions from pre-qualified organisations who wish to be admitted to the Preferred Supplier Contract.

This RFT relates only to the Functional and Technical Service Providers for the second sourcing strategy i.e. GSAS System Implementation Preferred Supplier Contract. A separate RFT will be issued for Managed Services and Information Asset Management System Preferred Supplier Contracts at a later date.

1.6 System Implementation

The GSAS preferred supplier contract for System Implementation & Managed Services (SIMS) will be established for certified (or equivalent) service providers who support the ERP solutions – SAP, Oracle and Mincom.

The preferred supplier contract is for a term of 3+1+1, subject to annual performance reviews. New Service Providers can potentially be admitted at these reviews or existing providers can lose their accreditation should specific performance targets not be met.

1.7 Category

The Contract will have three categories for each ERP solution i.e.

- Functional Specialist
- Technical Specialist
- Managed Services.

Note: This RFT only relates to the first two categories i.e. Functional and Technical Specialists.

The concept of the categories is to help drive the selection of the appropriate vendor for the task/work product. (See next point for definition of work product).

1.8 Work Product

It is envisaged that the work requests will be split into components of an ERP lifecycle, i.e. work products.

These 'work products' can represent –

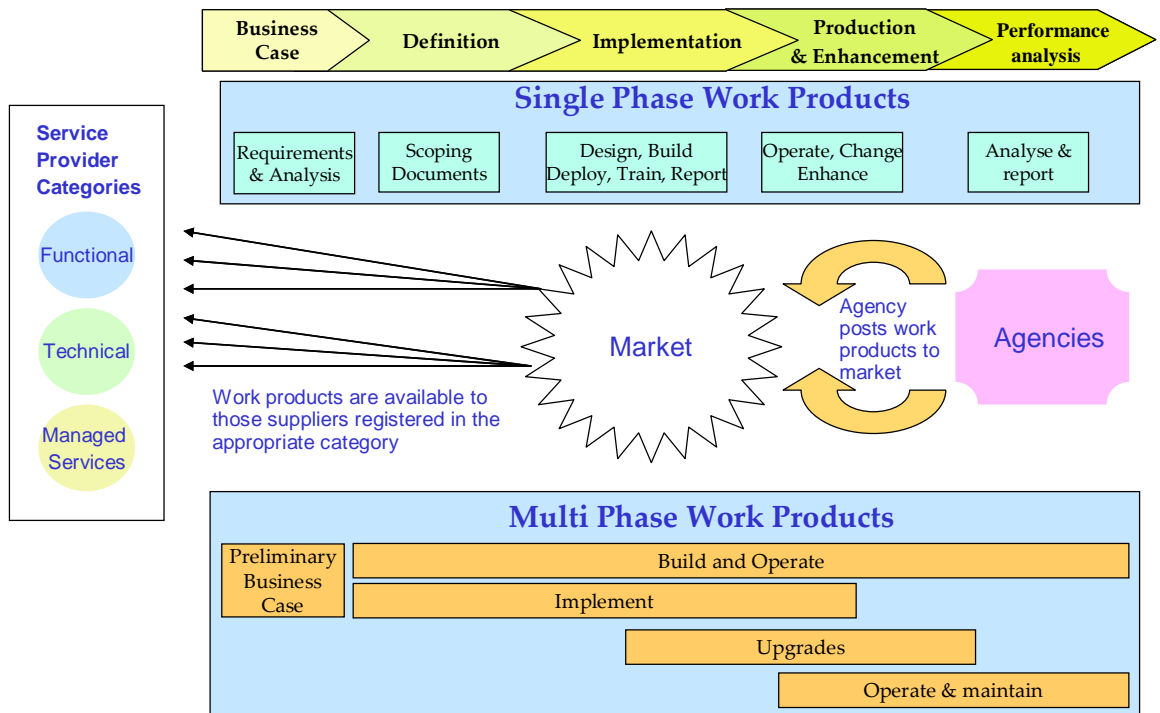
- Single phase work products i.e. a discrete component of the Application life cycle, eg Scoping, Blueprinting, etc

- Multi phase work products i.e. a number of components of the application life cycle eg design and build the solution.

Requests for Quotations (RFQ) will identify the work products required by an Agency/Department. Once this is lodged in smartbuy the RFQ will be sent to the Vendors in the appropriate category for the ERP solution.

1.9 Framework

The Department of Commerce's smartbuy solution will be utilised as the 'hub' for transactions for this SIMS Panel Contract.



2 Summary information for tenderers

2.1 Interpretation

- 2.1.1 Definitions of terms used in Parts A-C are contained in cl.6 of Part B

2.2 Structure of Request for Tender

- 2.2.1 This Tender 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.

- 2.2.2 This RFT is made up of four Parts as follows:

Tender Conditions

Part A: The Requirement and Specification;
Part B: The Tender Process;

Response to be completed by Tenderer

Part C: Tender Response, to be completed by the Tenderer.

Conditions of Contract

Part D: Deed of Agreement

Once the responses are completed by the Tenderer then these form the Tender, and are to be submitted in accordance with Parts A, B and D.

2.3 Contact Officer

- 2.3.1 Refer requests for information or advice regarding this RFT to:

Name: Sam Field
Phone: 02 9372 7699
Fax: 02 9372 7633
E-mail: sam.field@commerce.nsw.gov.au

- 2.3.2 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.

2.4 Pre-Tender briefing

- 2.4.1 A pre-Tender briefing will be held on the date, and at the time and place, nominated in the advertisement or listed below. The Contact Officer or another officer of NSW Procurement – Contracting Services will be available at that time to answer any queries regarding this RFT and the tender process generally.

Date: 27 September
Time: 10:00am
Place: Composite Room
Ground Floor, Sydney Masonic Centre
66 Goulburn Street Sydney

2.5 Nature and duration of contract

- 2.5.1 The Requirement is to be met by means of a Standing Offer agreement to be embodied in a deed of agreement between the Board and the successful tenderer(s) on the conditions contained in Part D.
- 2.5.2 The Standing Offer agreement will be for a term of three (3) years and may be extended for two (2) further term(s), each of one (1) year at the option of the Board.

2.6 Non-exclusive Standing Offer agreement

- 2.6.1 The Board reserves the right to appoint more than one Contractor to supply the Requirement or a part of the Requirement, at any time and from time to time.
- 2.6.2 The Board reserves the right to issue a further RFT during the term of the Standing Offer agreement for the additional intake of suppliers for the remaining term of the agreement for the supply of the Deliverables covered by this RFT.

Tenderers will have to meet the same terms and conditions and will be subject to the same evaluation criteria as for this RFT except for the tender issue and closing dates and the agreement period.

2.7 Eligibility to tender

- 2.7.1 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 a deed of agreement with the relevant legal entity or entities.
- 2.7.2 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.
- 2.7.3 The Board reserves the right to reject any Tender if the Board judges the tenderer not to have appropriate financial assets.
- 2.7.4 Board judges the tenderer's financial position to be marginal, 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.
- 2.7.5 Tenderers must read, understand and comply with the requirements of the Commerce Business Ethics Statement, which is available at the link below. Tenderers must disclose any potential conflict of interests (including any relevant relationships) in the Tender Response.

The Board will consider any disclosure and will only enter a deed of agreement with tenderers that do not have improper conflict of interests. If the Board becomes aware of improper conflict of interests by a successful tenderer at the time a deed of agreement has already been executed then the Board reserves the right to terminate the agreement.

<http://www.commerce.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm#commerce>

2.8 Other Eligibility Requirements

- 2.8.1 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 Response.
- 2.8.2 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.

3. Submission of Tenders

3.1 General instructions for submission of Tenders

- 3.1.1 A Tender must be fully received by the Closing Date and Closing Time.
- 3.1.2 In order to prepare and lodge a response, tenderers must have a current license for the DMax Lite software being used. DMax lite v5.1 is the application required to participate and respond to any RFT published in the TenderMax Pro format.
- 3.1.3 A Tender must be lodged into the designated tender box/es, and must be lodged by:
 - a) **electronic lodgement** to the **electronic tender box for this RFT**, in accordance with Section 8 of this RFT, through the NSW Department of Commerce eTendering website at:

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

 Locate the web page for RFT 0701632, and follow the instructions, to lodge the tender through the blue LODGE A RESPONSE link

4. Evaluation of Tenders

4.1 General

- 4.1.1 Tenders will be assessed against the selection criteria listed below, which are not necessarily exhaustive, in order of significance or to be given equal weight.
- 4.1.2 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 selection criteria listed in this RFT.
- 4.1.3 If any criterion or sub-criterion is stated to be "mandatory" a failure by the Tender to fully comply with that criterion or sub-criterion will result in automatic exclusion of the Tender without further consideration. Mandatory criteria include those in which mandatory language such as "must" or "shall" is used.

4.2 Selection criteria

- (a) People and capacity to perform the Standing Offer agreement
- (b) Previous experience
- (c) Price
- (d) Resourcing and productivity improvement
- (e) Response to detailed scenarios
- (f) Compliance with the proposed conditions of the deed of agreement, as stated in Part D (ProcureIT).
- (g) Compliance with NSW Government procurement policy and other applicable NSW Government policies
- (h) Capacity and capability to facilitate electronic commerce through smartbuy®.

5. Preparation of Tender – Price Schedule

5.1 Price Schedule

- 5.1.1 Tenderers must complete the Pricing questions that are contained in Part C to this RFT.

5.3 Calculating the Tender Price

5.3.1 General

5.3.1.1 The Tender Price must:

- (a) be in Australian dollars;
- (b) cover all costs of performing the Standing Offer agreement;
- (c) take account of the Management Fee, which is not to be shown as a separate charge;
- (d) include Goods and Services Tax if it is payable and all other applicable taxes, duties and charges at the rates applicable at the Closing Date and Time for Tenders;
- (e) include all costs associated with the preparation and submission of the Tender;

5.4 Price Adjustment

- 5.4.1 The Tender Price is a maximum (ceiling) price that cannot be exceeded during the term (including any extension of the term) of the Standing Offer agreement unless price variation is provided for in this RFT.
- 5.4.2 However if a successful tenderer has a temporary or periodical special offer, which is lower than the Tender Price, this should be made available to all Eligible Customers promptly, and prior notification to the Board is not required. This does not apply to permanent price decreases that shall be submitted to the Board for approval in accordance with the terms and conditions of Part D.
- 5.4.3 The tenderer may determine the Tender Price on the basis of one of the three options below. The tenderer will be asked to indicate which option is selected in Part C1.

- (1) Firm for the **entire duration** of the Standing Offer agreement three (3) years plus two (2) twelve(12) month optional extension period.
- (2) Firm for the first twelve (12) months of the term of the Standing Offer agreement then subject to review at the end of that period and each twelve (12) months, including for any extension period following based on variations in **rates of exchange**.
- (3) Firm for the first twelve (12) months of the term of the Standing Offer agreement then subject to review at the end of that period and each twelve (12) months, including for any extension period following based on variations in **labour and material** factors.

5.4.4 If option (2) is selected, variation on the basis of exchange rates will be as follows:

Exchange Rates

- (i) If the Tender 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) Tenderers are to nominate the foreign currency and associated exchange rate based on the Westpac Bank's relevant selling rate as published in the *Sydney Morning Herald* seven days prior to the Closing Date and Time.
- (iii) The nominated exchange rate will be used as the basis for any future price variation request.

5.4.5 If option (3) is selected, variation will be on the basis of the following formulae.

Labour and Material Factors

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

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 Standing Offer 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 Standing Offer agreement, most recently published at twenty-one days before tender closing.

| | | |
|----|---|---|
| Z | = | The Materials Factor, expressed as a decimal, being the proportion of the Standing Offer 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:

Tenderers may elect to use, 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.

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

Where:

| | | |
|----|---|--|
| AW | = | Weekly award rate of pay for the labour primarily engaged in the Standing Offer 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). |

5.6 GST Free or Input Taxed Supplies

- 5.6.1 Tenderers must identify and state the value of any GST Free or Input Taxed Supplies to be made under the Standing Offer agreement.

5.7 Minimum Tender validity period

- 5.7.1 Tenders must remain open for acceptance for a period of at least three (3) months from the Closing Date and Time for Tenders. Tenderers must state in Part C1 if their Tenders will remain open for any longer period.

PART B Tender Conditions -The Tender Process

6. Definitions of terms used in Parts A-C

6.1 Unless the context indicates otherwise, the following terms, where used in Parts A-C of this RFT, shall have the meanings set out below. Note the defined terms below will not all necessarily appear in this RFT.

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

“Addendum” means an addendum or addition to this RFT made by the Board before the Closing Date and Time under cl. 7.5.

“Alternative Tender” means a Non-Conforming Tender that is intended to offer a different method of meeting the object and intent of the Requirement.

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

- Inviting and accepting tenders;
- Determining the conditions under which tenders are invited or accepted;
- Entering into contracts on behalf of the Crown in right of the State of New South Wales; and
- On-going contract administration and management,

and includes the duly authorised delegates of the Board, including officers of NSW Procurement – Contracting Services.

“Breakpoint” means the number of Order Units at which nominated discounts take effect. There may be more than one Breakpoint nominated by the tenderer in the tender.

“Bulk Purchase Discount(s)” means the discount(s) (if any) applying to the Tender Price and specified in the Tender which are based on the aggregate volume of goods comprised in any single Order placed by a particular Customer.

“Catalogue number” means the tenderer's unique catalogue number required for the purposes of an Order.

“Closing Date and Time” means the Closing Date and Time for receipt of tenders, specified on the cover sheet to 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.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf

“Conforming Tender” means a Tender that:

- (a) conforms to the Requirement;
- (b) is in the prescribed form;
- (c) conforms to the terms and conditions of Part D, and
- (d) conforms to all of the other requirements of this RFT.

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

“Customer” means the Eligible Customer that places an Order with the Contractor under the Standing Offer agreement.

“Customer Contract” means the contract that is made between the Contractor and a Customer, on the terms and conditions stated in cl.2.2.1 of Part D, by means of the placing of an Order by the Customer with the Contractor.

“Deliverables” means the goods and services or goods or services sought under this RFT, as detailed in the Specification.

“Eligible Customer” means

- (a) 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)
 - 8) a Nominee Purchaser provided that it satisfies the requirements of clause 4.2 of Part D (Deed of Agreement) and
 - 9) such other persons or entities, which the Board may from time to time in its discretion, determine through a customer registration process.

“FREE-INTO-STORE (FIS)” means free into store and is the basis for purchase of goods, under which the supplier is responsible for supply, delivery, insurance and off loading of goods at the purchasers point of acceptance.

“Government Businesses” means in general, entities which:

- (a) have some form of public sector ownership;
- (b) are engaged in trading goods and/or services;
- (c) have a large measure of self sufficiency; and
- (d) are subject to Executive control.

In this context, the term Government business includes Public Trading Enterprises, State Owned Corporations and General Government Businesses.

“Government Discount” means the standard discount, and, in the case of a Government Discount from list price, means the standard minimum percentage discount from the relevant list price, which in each case may be offered by the tenderer to Customers under the proposed Standing Offer agreement.

“Government Mark-Up” means the standard maximum mark-up on the Manufacturer's Price List to be offered by the tenderer to Customers under the proposed Standing Offer agreement.

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

“GST Free Supplies” and **“Input Taxed Supplies”** have 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’t’h) or if that Act does not exist, means any Act imposing, or relating, to a GST and any regulation made under those Acts.

“Late Tender” means a Tender received after the Closing Date and Time for tenders and includes a Tender, which is only partly received by the Closing Date and Time.

“Minimum Order Quantity” means the minimum quantity of each Deliverable that must be ordered by a Customer. This should be given in Order Units (see definition below).

“Non-Conforming Tender” means a Tender that:

- (a) does not conform to the Requirement;
- (b) is not in the prescribed form;
- (c) does not conform to any one or more of the terms and conditions of Part D, including a Tender which seeks to qualify or amend these conditions, or
- (d) does not conform to any of the other requirements of this RFT.

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

“OHS&R” means occupational health, safety and rehabilitation.

“Order” means a request by a Customer to the Contractor for the provision or supply of any or all of the Deliverables.

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

“Price” includes a price expressed as a lump sum or a rate per unit of quantity, calculated in accordance with cl.5.3.

“Price Schedule” means the list of Deliverables offered by the tenderer, together with the corresponding pricing information. The Price Schedule forms, or is to be attached to, Part C3 of the RFT.

“Product Code” means the tenderer’s unique product code number that identifies each Deliverable and is required for the purposes of an Order.

“Requirement” means the requirement for the Deliverables to be met by the Tender, outlined in cl.1 of the RFT and detailed in the Specification.

“RFT” means the Request for Tender.

“Selected Price Schedule” means the list of selected Deliverables and corresponding pricing information that may form Part C4 to some RFTs.

“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**” means small to medium enterprise.

“**Specification**” means the detailed description of the required goods and services or goods or services contained in Annexure 1 to Part A.

“**Standing Offer**” means an agreement made by a tenderer with the Board pursuant to the RFT under which there is a standing offer for the provision of the Deliverables on the Order of any Customer for whom the Board has arranged the contract. The Standing Offer will be embodied in a deed of agreement between the Board and the Contractor in the form of Part D to this RFT.

“**State Contracts Control Board**” See definition for **Board**.

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

“**Tender**” means the offer to supply the Deliverables submitted in response to the RFT.

“**Tender Price**” means, in respect of each Deliverable offered, the Price nominated in the Price Schedule for that Deliverable, except if the Price is calculated on the basis of a Government Discount from list price or Government Mark-Up on list price, when the Tender Price will be the Price nominated in the Price Schedule less the Government Discount or plus the Government Mark-Up, as applicable.

“**Volume Discount(s)**” means the discount(s) (if any) applying to the Tender Price and specified in the Tender which are based on the aggregate yearly volume of Deliverables purchased by a Customer in a specified period.

7 Tender Process – General

7.1 Conformity of Tenders

- 7.1.1 The Board seeks Conforming Tenders.
- 7.1.2 Non-Conforming 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, in the case of electronic tenders, which 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.
- 7.1.3 Tenderers may, if they choose, submit an Alternative Tender. Tenderers are encouraged to offer options or solutions that contribute to the Customer’s ability to carry out its business in a more cost-effective manner.
- 7.1.4 Alternative Tenders will only be considered if submitted in conjunction with a Conforming Tender.
- 7.1.5 The Board may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.
- 7.1.6 An Alternative Tender must be clearly marked “Alternative Tender”.
- 7.1.7 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, where 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.

7.2 Prescribed form of Tender

- 7.2.1 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.

7.3 General instructions for completion of Tenders

- 7.3.1 Prices, responses and other information provided in the Tender are to be in writing and in English.
- 7.3.2 Tenderers must complete ALL of Part C of this RFT, as directed and must not amend any of the questions provided.
- 7.3.3 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.
- 7.3.4 All tenders must be provided in the TenderMax Pro format, using DMax Lite software, and Part C must be included in one or more files with an extension of *.dtr.
- 7.3.5 Product samples, models and other supporting items that are required to be delivered must be identified in the tender and delivered in accordance with arrangements made with the Contact Officer before lodgement of tender.

7.4 Tenderers to inform themselves

- 7.4.1 Before submitting its Tender, a tenderer must:
 - (a) Examine all information relevant to the risks and contingencies and other circumstances having an effect on its Tender; and
 - (b) Satisfy itself:
 - (i) that the Tender, including the Tender Price is correct; and
 - (ii) that it is financially and practically viable for it to enter into and perform the proposed Deed of Agreement.
- 7.4.2 The following must be considered:
 - (a) The eTendering system is at peak use on the morning prior to Tenders closing.
 - 1) Due to communication traffic via this means of communication it may take longer to lodge a Tender near Closing Date and Closing Time than at other times.

- 2) When lodging through the NSW Department of Commerce *eTendering* website, it is recommended that a Tender be lodged well in advance of the Closing Date and Closing Time.

(b) The NSW Department of Commerce *eTendering* website may experience difficulties in accepting a large Tender. A tender lodged via the NSW Department of Commerce *eTendering* website should ideally be below 7 megabytes (MB) in total file size. Responses totalling more than 7MB may experience difficulties in lodgement. In this case Tenderers may break down the lodgement into smaller packages if clearly identified eg. package 1 of 3; 2 of 3; 3 of 3. A tenderer is referred to cl. 8.1.4(b) for instructions as to compressing electronically submitted Tenders.

(1) If submitting an electronic tender with supporting items:

- a) The complete Tender, including the required supporting items unless otherwise directed, must be submitted by Closing Date and Closing Time, and
- b) Supporting items should be clearly designated as "Supporting Items to..." the RFT to which they relate.
- c) Supporting items not required to be lodged as part of the initial Tender by the RFT should not be lodged in the tender box, and arrangements should be made with the Contact Officer.

7.4.3 A tenderer is not required to provide multiple copies of a Tender. Any "Alternative Tender" under clause 7.1 must be attached to the Conforming Tender at Part C of this RFT.

7.4.4 If a tenderer provides multiple lodgements, the latest tender received in a NSW Department of Commerce Tender Box will be the tender evaluated.

7.5 Addenda to RFT

7.5.1 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.

7.5.2 In each case, an Addendum becomes part of the RFT.

7.5.3 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 closing date, even if a tender has already been submitted. They must obtain a copy of all addenda as given in clause 7.5.4 or 7.5.5 as applicable.

7.5.4 Tenderers must check the web site address, <https://tenders.nsw.gov.au/commerce> and download the Addendum.

7.5.5 Failure to complete tender response 21.7 in Part C may result in your tender not being considered.

7.6 Late Tenders

7.6.1 In accordance with the requirements of the [NSW Government Code of Practice for Procurement](#), Late Tenders will not be considered except when the Board is satisfied that the delay is not the fault of the tendering party.

7.7 Extension of the Closing Date and Time

7.7.1 The Board may, in its discretion, extend the Closing Date and Time.

8. Tender Process – Submission of Tenders

8.1 Electronic Tenders to the NSW Department of Commerce *eTendering* website

- 8.1.1 A tenderer is required, to lodge its Tender electronically through the NSW Department of Commerce *eTendering* website at <https://tenders.nsw.gov.au/commerce>. 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.
- 8.1.2 A tenderer, by electronically lodging a Tender, is taken to have accepted conditions shown in the Conditions of Tendering and on the NSW Department of Commerce *eTendering* website.
- 8.1.3 A tenderer must follow the following directions:
- (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 Tender Response must be up-loaded through the website. Access to the up-loading process is through the blue “Lodge a Response” link, then follow the steps and instructions on the NSW Department of Commerce *eTendering* website and any instructions which may have been supplied with the RFT.
- 8.1.4 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 Commerce *eTendering* website
- 8.1.5 Signatures are not required for a Tender submitted to the NSW Department of Commerce *eTendering* website. A tenderer must ensure that a Tender 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.
- 8.1.6 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. 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.

(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.

8.1.7 If a tenderer experiences any persistent difficulty with the NSW Department of Commerce *eTendering* website in submitting a Tender or otherwise, it is encouraged to advise the Contact Officer promptly in writing.

(a) If there is a defect or failure of the NSW Department of Commerce *eTendering* website and the Board is advised, the Tender Closing Date and Closing Time may be extended provided that, in the view of the Board, the tender process will not be compromised by such an extension.

9. Tender Process – Evaluation of Tenders

9.1 Variation of Tenders

9.1.1 At any time before the Board accepts any Tender received in response to this RFT, a tenderer may, subject to cl.9.1.2, 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 cl.10.2 of this Part.

9.1.2 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,
- (c) in the case of variation requested by the tenderer under cl.9.1.1(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
 - (d) in the case of variation under cl.9.1.1(c), the Board has confirmed that the draft-documented changes reflect what has been agreed.

9.1.3 If a Tender is varied in accordance with cl. 9.1.1(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.

9.1.4 A variation of a Tender under cl. 9.1.1 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 cl.9.1.1(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.

9.2 Corrupt or unethical conduct

- 9.2.1 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 accordance with the provisions of the *Independent Commission Against Corruption Act 1988*, or
 - (c) a record or alleged record of unethical behaviour,
 - (a) not complied with the requirements of Commerce Business Ethics Statement available at:
<http://www.commerce.nsw.gov.au/About+Commerce/Business+ethics+statement/Business+ethics+statement.htm>
- this may result in the Tender not receiving further consideration.
- 9.2.2 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.

9.3 Exchange of information between government agencies

- 9.3.1 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.
- 9.3.2 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 22(1) of the *Defamation Act 1974* (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.
- 9.3.3 In the evaluation of Tenders, the Board may take into account any information about the tenderer that the Board receives from any source.
- 9.3.4 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 cl. 9.3.
- 9.3.5 The tenderer's attention is drawn to the *Freedom of Information Act 1989* which may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies.

- 9.3.6 During the course of the Agreement, the successful tenderer's performance will be monitored and assessed. Performance assessment reports, including substantiated reports of unsatisfactory performance, can be taken into account by NSW government agencies and may result in future opportunities for NSW government work being restricted or lost.

10. Outcomes

10.1 Acceptance or rejection of Tenders

- 10.1.1 The Board may accept all or any part or parts of any Tender or Tenders, including, in accordance with cl. 7.1, any Alternative Tender or other Non-Conforming Tender.
- 10.1.2 The Board is not bound to accept the lowest or any Tender.
- 10.1.3 If the Board rejects all the Tenders received it may:
- (a) 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), or
 - (b) conduct post-tender negotiations in accordance with cl. 10.3.

10.2 Negotiations before determination of outcome

- 10.2.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiation with preferred tenderers, including those who have submitted Alternative Tenders or who have submitted substantially Conforming Tenders, to mutually improve outcomes.
- 10.2.2 The Board will generally not enter into negotiations on the standard conditions of contract contained in Part D.

10.3 Post Tender negotiations in the event all Tenders are rejected

- 10.3.1 If the Board rejects all Tenders on the basis that all Tenders are Non-Conforming, but considers that conformity with the requirements of this RFT is achievable, it may enter into negotiations with the least non-conforming tenderer with a view to achieving a Conforming Tender and entering into a Standing Offer agreement. If such negotiations are unsuccessful the Board may then enter negotiations with the next most acceptable tenderer. This process may be repeated with each of the rejected Tenders in order of potential acceptability. However, the Board is not obliged to enter into negotiations with any tenderer.
- 10.3.2 The purpose of the negotiations will be advised by the Board and made clear to the participants before the commencement of negotiation. Negotiations will not seek to play off tenderers' prices against other tenderers' prices.

10.4 Custody of Tenders after receipt

- 10.4.1 All tenders lodged are kept in a NSW Department of Commerce Tender Box, which is a secure tender box, until after the Closing Date and Closing Time.
- 10.4.2 Tenders lodged electronically to the NSW Department of Commerce 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.

- (a) On receipt of Tenders lodged electronically to the NSW Department of Commerce *eTendering* website, Tenders are encrypted and stored in a secure “electronic tender box.”
- (b) For reasons of probity and security, NSW Department of Commerce is 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.
- (c) The e-mail receipt that is sent to the Tenderer after successfully uploading and lodging the Tender electronically is the only evidence of Tender lodgement provided.

10.5 Ownership of Tenders

- 10.5.1 All Tenders become the property of the Board on submission.
- 10.5.2 The Board may make copies of the Tenders for any purpose related to this RFT.

10.6 Discontinuance of the Tender process

- 10.6.1 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.
- 10.6.2 The Board will not be liable for any losses suffered by a tenderer as a result of discontinuance of the tender process, including costs of tendering.

10.7 Notification of outcome

- 10.4.1 Following the Board's decision, all tenderers will be notified in writing of the outcome of their Tenders.

10.8 Complaints

- 10.8.1 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 Requirement, it is invited to write to:

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

10.9 Entry into Standing Offer agreement

- 10.9.1 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.

10.10 Disclosure of information concerning tenderers and outcome of the tender process

- 10.10.1 Details of tenderers and the outcome of the tender process may be disclosed in accordance with the NSW Government Tendering Guidelines, available at:
<http://www.dpws.nsw.gov.au/Government+Procurement/Procurement+Policy+Framework/NSW+Government+Tendering+Guidelines.htm>

An outline of these requirements can be found in Annexure 1 of Part B of this RFT.

10.11 Monitoring of Contractor Performance

- 10.11.1 During the course of the Standing Offer agreement the Contractor's performance will be monitored and assessed. For details refer to the NSW Government Procurement Guidelines on Service Provider performance management which is available on request from the Contact Officer, the NSW Department of Commerce or can be viewed and downloaded from
<http://www.ogp.commerce.nsw.gov.au/NR/rdonlyres/eucuz2722gdb54776cyhkw7ntoj4cpiw5iga5ztwvtvjethi2xujwd4zrgsfte4cye7lgoqtlf4wxywdioutedaph/Service+Provider+Performance+Management.pdf>
- 10.11.2 The terms and conditions of the proposed deed of agreement, set out in Part D, detail the performance criteria to be applied in the monitoring of Contractor performance.

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 10.10.1 and found at <http://www.dpws.nsw.gov.au/Government+Procurement/Procurement+Policy+Framework/NSW+Government+Tendering+Guidelines.htm>, 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: 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; and location 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 10.10.1 above, 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). | (a) The name and business address of the contractor; (b) Particulars of any related body corporate (within the meaning of the Corporations Act 2001 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 the amount payable to the contractor may be varied; | Routine public disclosure within 60 days after the contract becomes effective. |

| | | |
|--|---|---|
| | <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> <p>(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;</p> <p>(b) Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer;</p> <p>(c) The results of any cost-benefit analysis of the contract conducted by the agency;</p> <p>(d) The components and quantum of the public sector comparator if used;</p> <p>(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);</p> <p>(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;</p> <p>(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</p> <p>(h) Particulars of any other key elements of the contract.</p> | <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 or provisions; 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. | <p>Routine public disclosure within 60 days after the contract becomes effective.</p> |

| | | |
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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, which is not required to be routinely disclosed under section 15A of the 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;
- 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 schedule 3 to the Freedom of Information 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 have the appeal rights available under the Freedom of Information Act.

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

Government Chief Information Office
NSW Procurement

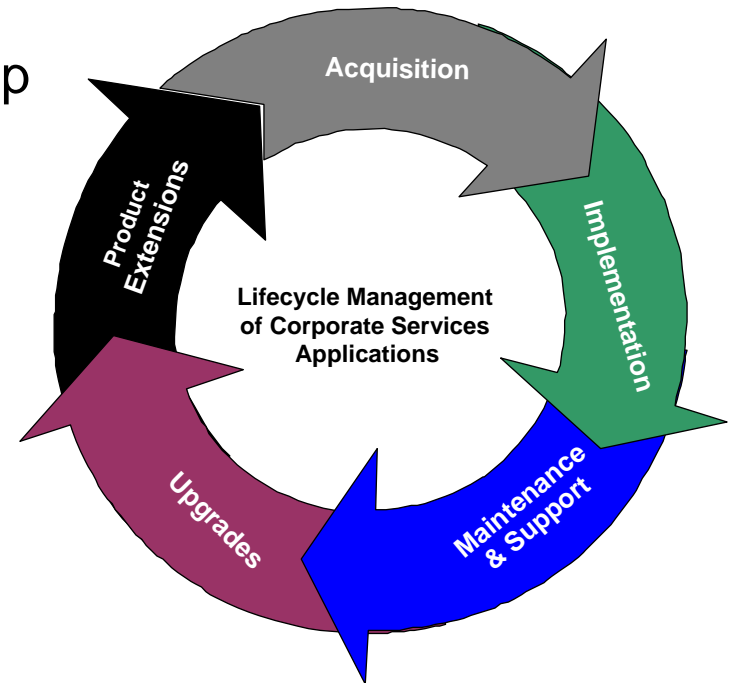
System Implementation & Managed Services
Preferred Supplier Contracts
GSAS 2007 Industry Briefing
September 2007



NSW Department of
Commerce

Agenda

- ❑ GSAS 2007 program objectives
- ❑ Moving towards a stronger relationship
- ❑ Overview of Procure IT
- ❑ Overview of GSAS 2007 contracts
- ❑ Contracting resources
- ❑ System implementation
- ❑ Managed services
- ❑ Expectations
- ❑ Next steps



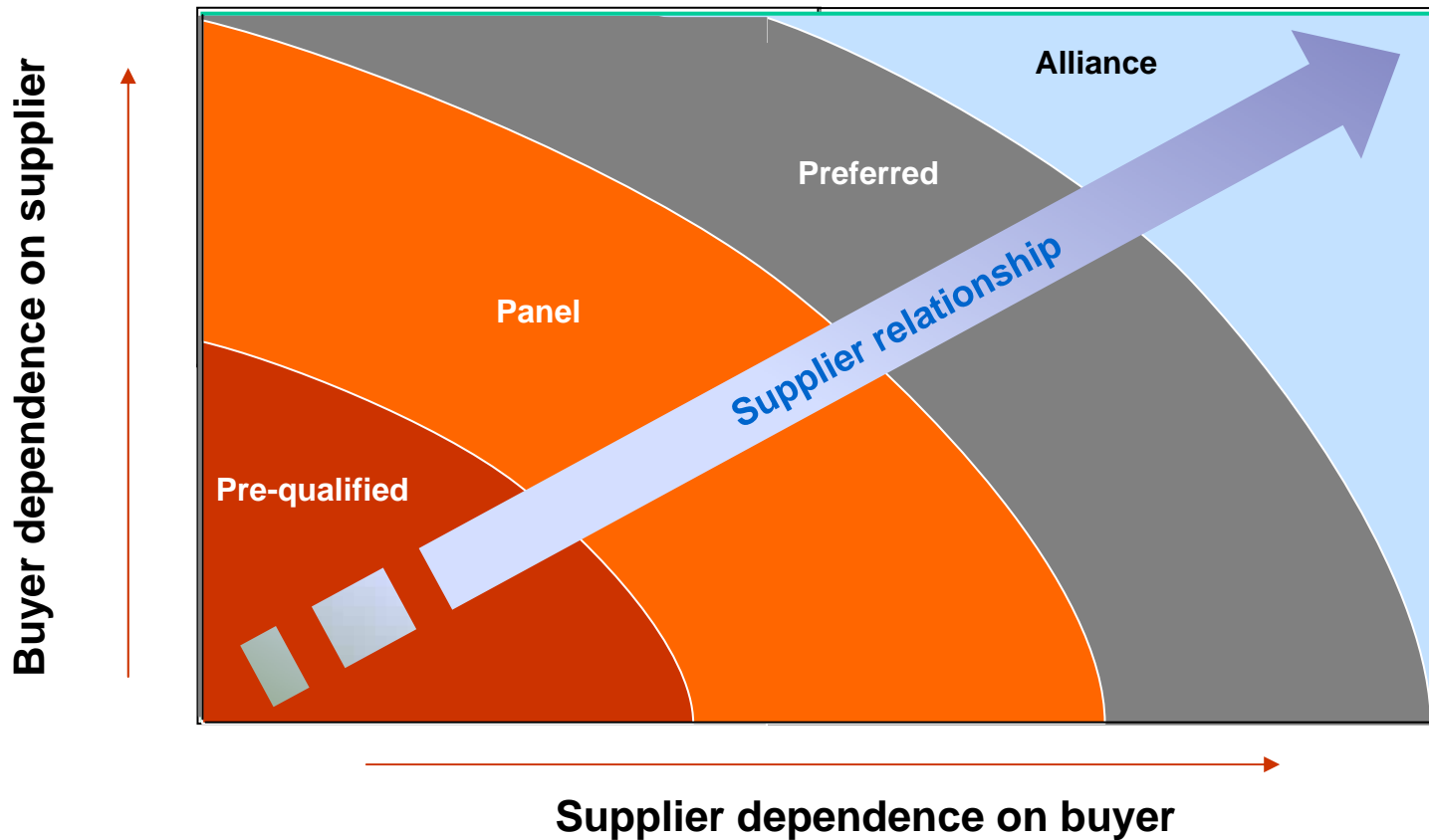
GSAS2007 program objectives - *PeopleFirst*

- ❑ Decrease future ICT investment in back-end system implementations, upgrades and enhancements
- ❑ Lower recurrent cost of ownership to government
- ❑ Remove technical and process barriers that inhibit structural reform or eGovernment initiatives
- ❑ Divert back-end ICT funds (and savings) to front-line and line of business service delivery
- ❑ Enhance and share government expertise with regard to corporate applications
- ❑ Enable cost reduction in business processing, facilities and staff cost whilst improving quality of service delivery.

To be achieved by

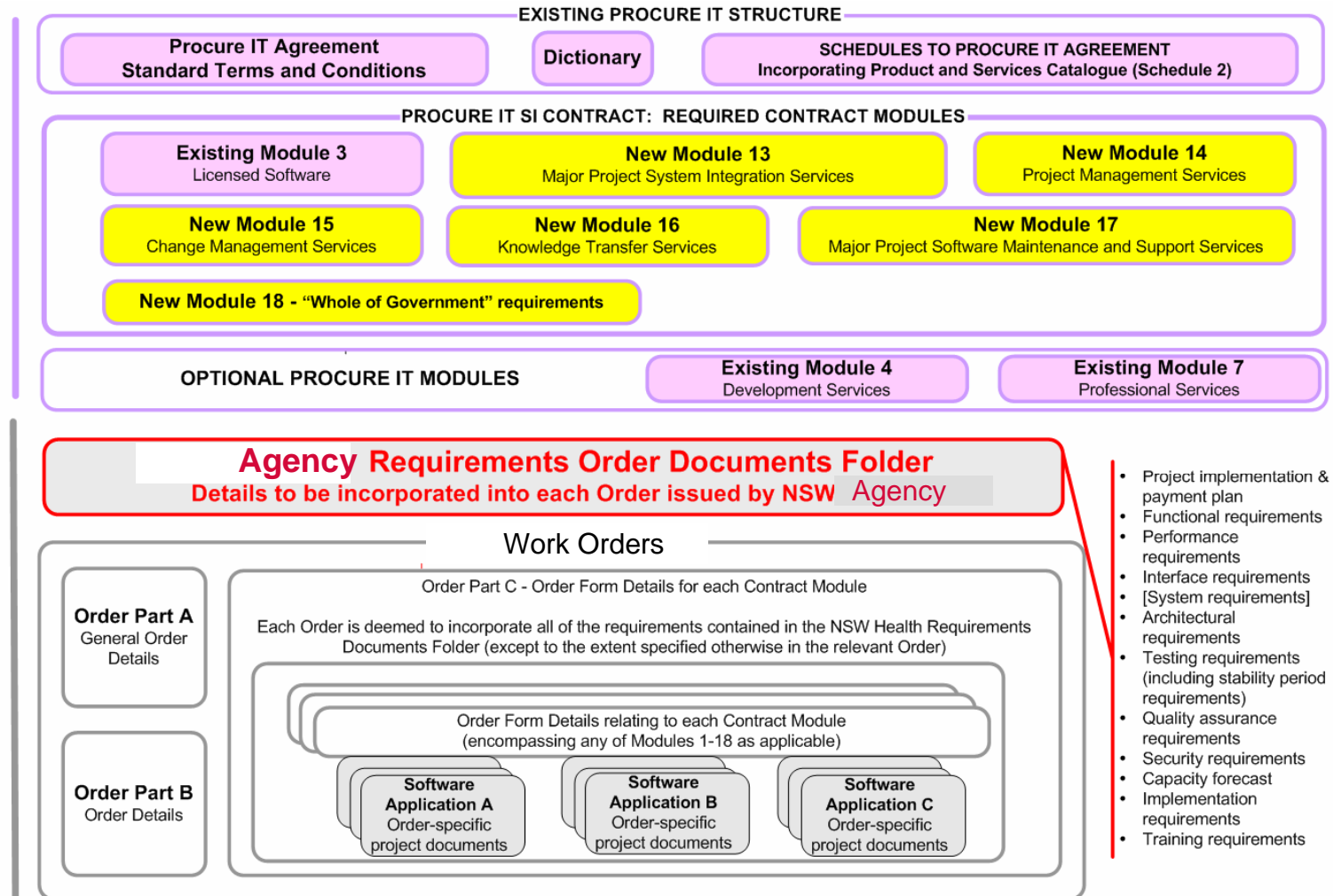
- ❑ Reduce the total cost of ownership through clustering and consolidation
- ❑ Manage the entire application lifecycle of applications from acquisition through to implementation, service support, upgrades and product extensions
- ❑ Reduce ongoing running costs through standard government configurations of applications
- ❑ Use lead agencies within the sector to manage and maintain corporate applications, develop centres of expertise
- ❑ Aggregated purchasing and procurement

Moving towards a stronger relationship



Overview of the Procure IT

The contract comprises a Head Contract and 19 modules. Agencies select those schedules and modules that reflect the products and services they intend to acquire. .

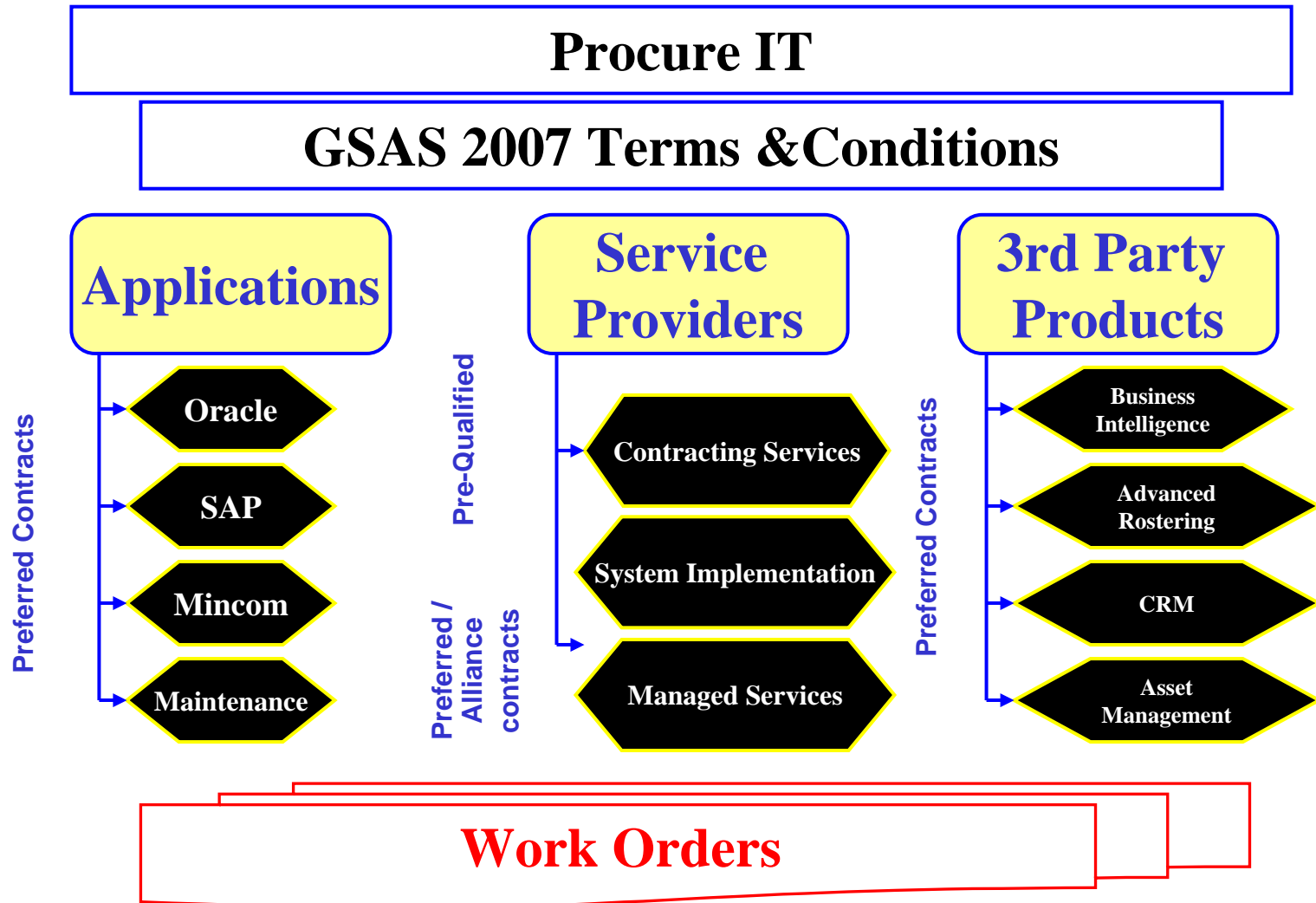


Procure_IT_Structure.vsd



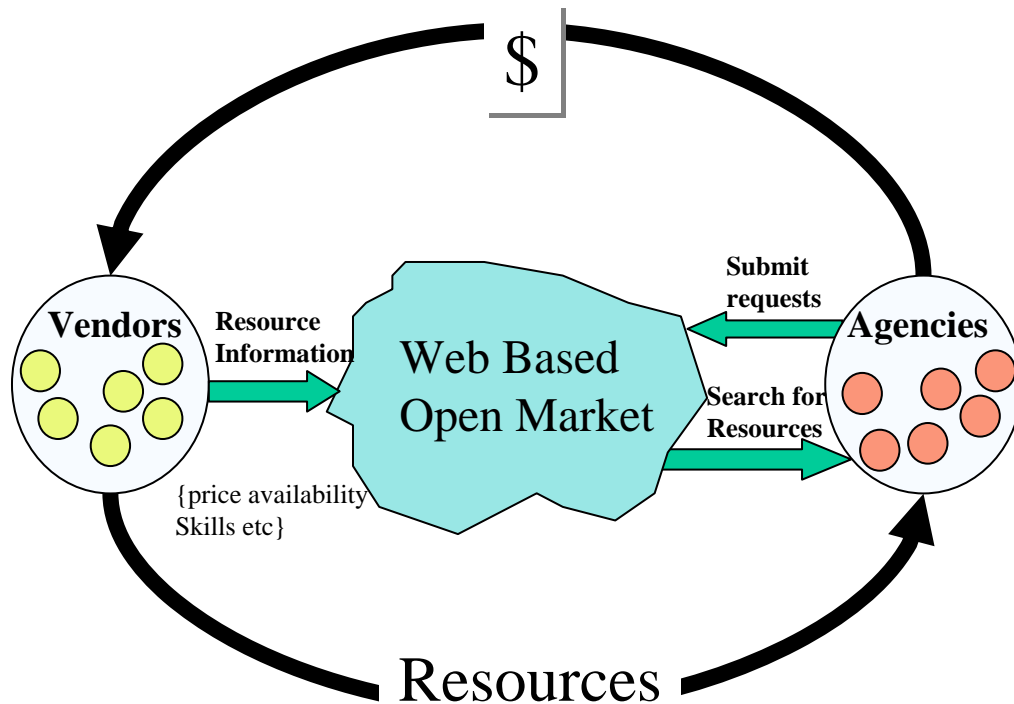
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Overview of GSAS2007 Contracts



Contractor Services (not in scope)

Contestable Market Resourcing



Key features include:

- Web based open & contestable market
- Allows agencies to acquire resources based on the attributes of price, quality and availability
- Agencies can post specific pieces of work or providers can post available resources
- This is not a reverse auction market place but retains similar features
- Few barriers to entry, providers have to agree to standard terms and conditions
- Providers can be removed for any breach of contract or for posting “phantom” resources

System Implementation



Single Phase Work Products

Requirements
& Analysis

Scoping
Documents

Design, Build
Deploy, Train, Report

Operate, Change
Enhance

Analyse &
report

**Preferred
Service
Providers**



Work products are available to those suppliers registered in the appropriate category



Agencies

Multi Phase Work Products

Preliminary
Business
Case

Build and Operate

Implement

Upgrades

Operate & maintain



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Managed Services

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| Continuous Improvement | | | | | | |
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| Problem Resolution & Reporting | | | | | | |
| Capacity Management | | | | | | |
| Operations & Process Management | | | | | | |
| Configuration & Change Management | | | | | | |
| Service Level Management | | | | | | |
| Security management | | | | | | |
| Analysis Planning & budgeting Performance Report | | | | | | |
| Roles and Responsibilities | | | | | | |
| Pricing Framework | | | | | | |
| Contract Framework | | | | | | |

ERP Application Components

ERP Technical Environment

Web Services

Systems, Databases & Interfaces

Networks

Infrastructure

Expectations

- ❑ Demonstrated thought leadership relevant to our situation
- ❑ Innovative and proven solutions
- ❑ Demonstrated capability and capacity
- ❑ A true partnership
- ❑ Shared risk and reward
- ❑ No marketing material or cut and paste responses
- ❑ Prepare your response carefully not everyone will be selected
- ❑ You will be assessed on your written responses not your reputation or perceived capabilities
- ❑ Performance will be assessed periodically throughout the contract. Poor performers will be replaced and potentially new providers added

How Do I Win This Business?

- ❑ Make an attractive commercial offer
- ❑ Be prepared to invest
- ❑ Propose productivity goals that you are willing to commercially adhere to Commit to establishing a real, value adding partnership with NSWG
- ❑ Be innovative
- ❑ Propose practical options for implementing the program within the current NSWG constraints

Next steps

- ❑ Release date Tuesday 2 October 2007
- ❑ Closing date Thursday 18 October 2007
- ❑ Access at www.tenders.nsw.gov.au RFT: 0701632
- ❑ Access using password
- ❑ Instructions on website
- ❑ Respond using DecisionMax software
- ❑ Enquiries - contact Sam Field 02 9372 7699
sam.field@commerce.nsw.gov.au
- ❑ Alternate contact Daniel Hilder 02 9372 8219
daniel.hilder@commerce.nsw.gov.au

ERP Services for NSWG (3+1+1 years)

**T & M
Resourcing**

**System
Implementation
“Project”
Work Packages**

**Managed
Services**

Systems Implementation and Managed Services (SIMS)



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