

# ***Summary Document For Viewing ONLY***

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THIS PDF FILE  
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**IT IS BROWSABLE ON-SCREEN ONLY AND IS ONLY PROVIDED  
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 (RFT)  
0900137 Supply of Bulk Fuel to NSW  
Government**

**(Proposed term from 1 July 2009 to 30 June 2010  
with an option to extend for up to 12 months)**

**Tender Issue Date: 26 February 2009**

**Closing Date: 26 March 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).

## COPYRIGHT

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

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

Other matters should be directed to:

Group General Manager  
NSW Procurement – Contracting Services  
NSW Department of Commerce  
McKell Building  
2-24 Rawson Place  
Sydney NSW 2000  
Tel: (02) 9372 8953  
Fax: (02) 9372 7533

## RFT 0900137 Supply of Bulk Fuel

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## 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.

In addition to the above and specifically, this bulk fuel open tender process is being performed to:

- **Improve pricing** for bulk diesel, unleaded petrol, biodiesel and ethanol blended petrol through unbundling of demand into smaller parcels offering improved account attractiveness to contractors through reduced risk, lower cost to serve and enhanced geographic footprint.
- **Increase competition** in wholesale bulk fuel market and maximise opportunity for regional development and/or small to medium enterprise participation.
- **Maximise substitution of bio-fuels** through contracting fuel suppliers capable of meeting mandates and changing fuel standards.

Refer to the Statement of Requirements Part F of this RFT for specific details.

### 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:

- Supply of Bulk Fuels including but not limited to Unleaded Petrol, Premium Unleaded Petrol, Diesel, Biodiesel, Alpine Diesel, E10, Heating Oil and Kerosene.

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

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

### **4.2 Contract and Duration**

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

It is envisaged that the term of the proposed Agreement will be of 12 months, which may be extended for a further period of up to 12 months at the discretion of the Board.

### **4.3 Current Scope and Expenditure**

The annual volume of Bulk Fuels is estimated to be approximately 110 Million Litres per year based on FY0708. This amount is provided for information only and does not constitute a guarantee for future work through the proposed Agreement.

### **4.4 Engagement of Additional Contractors**

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

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

### **4.5 NSW Government requirements**

The successful tenderer 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**

No Applicable.

### **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;
- Form the basis for Price future variations, if applicable.

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

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

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

## **7 Benchmarking**

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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.

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

## 9 Customer Contract Formation

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

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

## 10 Electronic Business

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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, iTender, 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.



RFT 0900137 Supply of Bulk Fuel to NSW Government

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## PART B Conditions of Tender

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### 1 Definitions

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

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

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

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

**“Alternative Tender”**

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

**“Board”**

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

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

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

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

**“Code”** means the NSW Government Code of Practice for Procurement as amended from time to time, together with any other codes of practice relating to procurement, including any amendments to such codes that may be applicable to the particular RFT. The Code can be viewed and downloaded from: [http://www.treasury.nsw.gov.au/procurement/pdf/code\\_of\\_prac-curr.pdf](http://www.treasury.nsw.gov.au/procurement/pdf/code_of_prac-curr.pdf)

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

- (a) the Statement of Requirements;
- (b) the terms and conditions of Part D;
- (c) other parts of this RFT; and
- (d) is in the prescribed form.

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

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

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

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

**“Deliverables”** means the goods and services or the goods or services sought under this RFT, as detailed in the Statement of Requirements.

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

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

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

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

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

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

- (a) the Statement of Requirements;
- (b) the terms and conditions of Part D;
- (c) other Parts of this RFT;
- (d) is not in the prescribed form.

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

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

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

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

“**State Contracts Control Board**” is the Board.

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## **2 Tender Preparation**

### **2.1 Tenderer to inform itself**

Before submitting its tender, a tenderer must:

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

2.1.3 Satisfy itself:

- (a) that the tender, including the tender price is correct; and
- (b) that it is financially and practically viable for it to enter into and perform the proposed Agreement.

### **2.2 Assumptions made by Tenderer**

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

### **2.3 Information Supplied in Part F**

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

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## **3 Eligibility to Tender**

### **3.1 Legal Entity of Tenderer**

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

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

### **3.2 Financial Capability of Tenderer**

3.2.1 The Board reserves the right to reject any tender if the Board judges the tenderer not to have appropriate financial capability.

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

### **3.3 ABN Requirements**

3.3.1 The Board will not enter into an Agreement with a company that does not have an Australian Business Number and is not registered for GST. Normally, tenderers must be registered for GST and state their ABN in their tender.

3.3.2 Tenders from tenderers that do not have an ABN and/or are not registered for GST, such as tenderers commencing business in Australia, may be considered at the Board's discretion if the tenderer demonstrates that it will obtain an ABN and GST

registration before entering into an Agreement with the Board. Such tenderers must state how and when they intend to obtain an ABN and register for GST in their tender response.

## 4 Tender Process

### 4.1 Tenderer Briefing

- 4.1.1 A tenderer briefing will be held on the date, time, and place, indicated below. The contact officer/s of NSW Procurement – will be available at that time to answer any queries regarding this RFT and the tender process generally. Names of persons attending the tenderer briefing must be provided 3 working days prior to the date.



NSW Procurement invites you to a Supplier Briefing for **RFT 0900137 Supply of Bulk Fuels**:

**Date:** Tuesday March 10 2009  
**Time:** 10.30am to 11.30am  
**Venue:** McKell Building, Level 4 Conference Room, 2-24 Rawson Place Sydney NSW 2000  
**RSVP:** Register by Thursday 4 March 2009 to attend this Supplier Briefing through the NSW Procurement Client Support Centre on  
P: 1800 NSW BUY (1800 679 289)  
E: [nswbuy@commerce.nsw.gov.au](mailto:nswbuy@commerce.nsw.gov.au)



NSW Procurement

1800nswbuy

- 4.2.1 Tenderers should refer requests for information or advice regarding this RFT to:
- Client Support Centre  
P: 1800 NSW BUY  
E: [nswbuy@commerce.nsw.gov.au](mailto:nswbuy@commerce.nsw.gov.au)
- 4.2.2 Any information given to a tenderer to clarify any aspect of this RFT will also be given to all other tenderers if in the Board's opinion the information would unfairly favour the inquiring tenderer over other tenderers.

### 4.3 Pre-Tender Access to Prospective Nominee Purchasers

- 4.3.1 A tenderer who wishes to become a Nominee Purchaser to an Eligible Customer under any existing NSW State Contracts Control Board Agreement, must apply to that Eligible Customer to be granted temporary viewing access to view the relevant Board Agreements on smartbuy®. The procedure is described in the link below. The purpose of such pre tender access is to enable tenderers who wish to do so, to price the products and services at Board rates and confer any benefit in their tender to the Eligible Customer. The information must not be used for any other purpose.
- 4.3.2 A tenderer seeking pre tender access must complete the Pre-Tender Access Application Form indicated through the link below. The Eligible Customer will determine, in its sole discretion, whether the tenderer's application will be recommended. In the exercise of this discretion, the Eligible Customer will ensure that decisions made are applied consistently to all applicants. Recommended applications will be submitted by the Eligible Customer to NSW – Contracting Services for approval.

- 4.3.3 If the tenderer is successful in its tender, it must apply to become a Nominee Purchaser. <http://www.contractservices.nswp.commerce.nsw.gov.au/Publications/Fo rms.htm#nominee>

#### **4.4 Conformity of Tenders**

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

#### **4.5 Alternative Tenders**

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

#### **4.6 Submission of Tenders**

- 4.6.1 Prices, responses and other information provided in the tender are to be in writing and in English.
- 4.6.2 Tenderers must complete all of Part C of this RFT, as directed and must not amend any of the questions provided.
- 4.6.3 Tenderers should notify the Contact Officer in writing on or before the Closing Date and Time if they find any discrepancy, error or omission in this RFT.
- 4.6.4 All tenders must be provided in the TenderMax Pro format, using the DMax Lite software. The tender responses in Part C must be included in one or more files with an extension of \*.dtr. The DMax Lite software is only supported on a Microsoft Windows 9X and above operating system; other operating systems are not compatible. Tenderers must ensure a Microsoft Windows compatible computer is used to prepare the tender.
- 4.6.5 When submitting an electronic tender with supporting items:
- (a) The complete tender, including the supporting items must be submitted by Closing Date and Closing Time, and
  - (b) supporting items provided by the tenderer in support of its tender but excluding printed material should be clearly designated as supporting items to the RFT to which they relate and be forwarded to the Contact Officer indicated in clause 4.3 of this RFT in a sealed envelope.
- 4.6.6 Tenderers must ensure that all excel or word attachments can be opened and viewed by Microsoft Excel 2003 or Microsoft Word 2003. Other formats for the attachments are only to be submitted if an arrangement has first been made with the Contact Officer prior to lodgment of the tender.

#### **4.7 Electronic Tenders to the NSW Department of Commerce eTendering website**

- 4.7.1 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.
- 4.7.2 A tenderer, by electronically lodging a tender, is taken to have accepted conditions shown in the Conditions and rules on the NSW Department of Commerce eTendering website.
- 4.7.3 A tenderer must follow the following directions:
- (a) A RFT for which electronic lodgement is available through the website can be identified by the blue "Lodge a Response" link on the web pages for the RFT.
  - (b) To lodge a tender electronically, the files containing the tenderer's response must be up-loaded through the website. Access to the up-loading process is

through the blue “Lodge a Response” link, then following the steps and instructions on the NSW Department of Commerce *eTendering* website and any instructions which may have been supplied with the RFT.

- 4.7.4 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.
- 4.7.5 Signatures are not required for a tender submitted to the NSW Department of Commerce *eTendering* website. A tenderer must ensure that a tender response is authorised by the person or persons who may do so on behalf of the tenderer and appropriately identify the person and indicate the person’s approval of the information communicated.
- 4.7.6 Electronically submitted tenders may be made corrupt or incomplete, for example by computer viruses. The Board may decline to consider for acceptance a tender that cannot be effectively evaluated because it is incomplete or corrupt. Tenderers must note that:
- (a) To reduce the likelihood of viruses, a tenderer must not include any macros, applets, or executable code or files in a tender response.
  - (b) A tenderer should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.
- 4.7.7 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 RFT process will not be compromised by such an extension.
  - (b) Tenders must be fully received by the Closing Date and Closing Time.
- 4.7.8 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.
- 4.7.9 If a tenderer provides multiple lodgements, the latest tender received will be the tender to be evaluated.
- 4.8 Tender Validity Period**
- 4.8.1 The Tender will remain open for acceptance by the Board for a period of **6 months** from the Closing Date and Time for tenders.
- 4.9 Late Tenders**
- 4.9.1 Late tenders should not be considered, except where the Board is satisfied that the integrity and competitiveness of the tendering process has not been compromised. The Board shall not penalise any supplier whose tender is received late if the delay is due solely to mishandling by the Board.

**4.10 Extension of Closing Date and Time**

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

**4.11 Corruption or Unethical Conduct**

- 4.11.1 Tenderers must comply with the requirements of the Commerce Business Ethics Statement, which is available at the link below and must disclose any conflicts of interests in Part C.

- 4.11.2 If a tenderer, or any of its officers, employees, agents or sub-contractors is found to have:

- (a) offered any inducement or reward to any public servant or employee, agent or subcontractor of the Board, Customer or the NSW Government in connection with this RFT or the submitted Tender;
- (b) committed corrupt conduct in the meaning of the *Independent Commission Against Corruption Act 1988*;
- (c) a record or alleged record of unethical behaviour; or not complied with the requirements of 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.

- 4.11.3 The Board may, in its discretion, invite a relevant tenderer to provide written comments within a specified time before the Board excludes the tenderer on this basis.

- 4.11.4 If the Board becomes aware of improper conflict of interests by a successful tenderer after an Agreement has been executed, then the Board reserves the right to terminate the Agreement and any Customer Contract that has been made under it.

**4.12 Code of Practice for Procurement**

- 4.12.1 In submitting its tender, the tenderer signifies agreement to comply with the Code.

- 4.12.2 Failure to comply with the Code may be taken into account by the Board when considering the tenderer's tender or any subsequent tender, and may result in the tender being passed over.

**4.13 Prescribed Form of Tender**

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

**4.14 Addenda to RFT**

- 4.14.1 If, for any reason the Board, at its sole discretion, requires the RFT to be amended before the Closing Date and Time, an Addendum will be issued.

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

- 4.14.3 The Board, during the tender period may issue Addenda altering the RFT. In such cases, it is the obligation of the tenderer to verify if any Addenda were issued prior to the Closing Date, even if a tender has already been submitted.

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

**4.15 Tenderer's Costs**

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



**4.16 Custody of Tenders after Receipt**

- 4.16.1 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.
- 4.16.2 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.”
- 4.16.3 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.
- 4.16.4 The e-mail receipt that is sent to the tenderer after successfully up-loading and lodging the tender electronically is the only evidence of tender lodgement provided.

**4.17 Ownership of Tenders**

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

**4.18 Discontinuance of Tender Process**

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

**4.19 Variations to Tenders**

- 4.19.1 At any time after the Closing Date of tenders and before the Board accepts any tender received in response to this RFT, a tenderer may, subject to clause 4.20.2, vary its tender:
  - (a) by providing the Board with further information by way of explanation or clarification;
  - (b) by correcting a mistake or anomaly; or
  - (c) by documenting agreed changes to the tender negotiated under clause 5.5 of this Part B.
- 4.19.2 Such a variation may be made either:
  - (a) at the request of the Board, or
  - (b) with the consent of the Board at the request of the tenderer; but only if,
    - (i) in the case of variation requested by the tenderer under clause 4.20.1(a)-(b), it appears to the Board reasonable in the circumstances to allow the tenderer to provide the information or correct the mistake or anomaly; or
    - (ii) in the case of variation under clause 4.20.1(c), the Board has confirmed that the draft-documented changes reflect what has been agreed.
- 4.19.3 If a tender is varied in accordance with clause 4.20.1(a) or (b), the Board will provide all other tenderers whose tenders have similar characteristics with the opportunity of varying their tenders in a similar way.
- 4.19.4 A variation of a tender under clause 4.20.1 will not be permitted if in the Board's view:
  - (a) it would substantially alter the original tender; or
  - (b) in the case of variation under clause 4.20.1(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.

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## **5 Evaluation Process**

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- 5.1.1 Tenders will be assessed against the evaluation criteria listed below which are not indicated in order of significance or equal weight.
- 5.1.2 The evaluation criteria for this RFT that do not relate to price will account for 20% of the total evaluation score. The evaluation criteria for this RFT that relate to price will account for 80% of the total evaluation score.
- 5.1.3 Information supplied by the tenderer in Part C will contribute to the assessment against each criterion. Tenderers are advised to respond clearly to all the evaluation criteria listed in this RFT.
- 5.1.4 Tenders that do not include a fully completed Part C, in particular those tenders which do not contain sufficient information to permit a proper evaluation to be conducted, or electronic tenders that cannot be effectively evaluated because the file has become corrupt, may be excluded from the tender process without further consideration at the Board's discretion.
- 5.1.5 The Board may assess an Alternative Tender against the evaluation criteria where submitted with a Conforming Tender.

### **5.2 Evaluation Criteria**

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

- (a) Fitness for purpose including quality, range of products, innovative aspects, product design, performance and warranties;
- (b) Price;
- (c) Delivery requirements;
- (d) Capacity to perform the Agreement including:
  - (i) Production/technical capacity;
  - (ii) Human resource capacity, qualifications, skills and experience;
  - (iii) Financial capacity and stability (including security considerations);
  - (iv) Technical, warehousing, inventory and distribution systems;
  - (v) Capability to deliver throughout the State of New South Wales and other states and territories within Australia;
  - (vi) Demonstrated environmental commitment;
  - (vii) Maintenance and support service levels including availability of Help Desk for repair and help calls;
  - (viii) Quality assurance systems;
  - (ix) Suitability of sub-contractors;
  - (x) Previous experience and performance on similar agreements for the products and services covered in this RFT or other products and services, including performance of management fee obligations;
  - (xi) Record of ethical behaviour in service delivery;
  - (xii) Compliance with other Board requirements, (including ability to market the proposed Agreement).
- (e) Compliance with the proposed conditions of Part D.
- (f) Compliance with NSW Government procurement policy and other applicable NSW Government policies, including:
  - (i) Development of long-term, internationally competitive industry;
  - (ii) Commitment to sustainable long-term industry development;

- (iii) Development of long-term, strategic alliances;
  - (iv) Export potential and/or import replacement;
  - (v) Value-added activity;
  - (vi) SME involvement;
  - (vii) Regional development activity;
  - (viii) Existing industry development activity and proposed new investment;
  - (ix) Innovation, research and development;
  - (x) Workforce development;
  - (xi) Compliance with NSW Government Environmental Management Systems Guidelines.
- (g) Compliance with relevant legislation and standards.
- (h) Capacity and capability to facilitate electronic commerce through smartbuy®.
- (i) Compliance with the Statement of Requirements.

### **5.3 Presentations by Tenderer**

- 5.3.1 The Board, may in its discretion, and as part of the evaluation process, invite any or some of the tenderers to make personal presentations regarding their tender.
- 5.3.2 Receiving a presentation by a tenderer in no way represents a commitment by the Board to accept any aspect of the tender.

### **5.4 Acceptance or Rejection of Tenders**

- 5.4.1 The Board may assess an Alternative Tender against the evaluation criteria when submitted with a Conforming Tender.
- 5.4.2 The Board expressly reserves the right to accept, in its discretion, either or both of the following:
- (a) Any Alternative Tender or part of an Alternative Tender, when submitted with a Conforming Tender; and
  - (b) Any other Non-Conforming Tender or part of a Non-Conforming Tender (not, in either case, being an Alternative Tender or part of an Alternative Tender) that, in the Board's opinion, is substantially a Conforming Tender.
- 5.4.3 The Board is not bound to accept the lowest tender.
- 5.4.4 If the Board rejects all the tenders received it may invite fresh tenders based on the same or different criteria (specifications and details contained in Alternative Tenders will not be used as the basis for the calling of new tenders).

### **5.5 Post Tender Negotiations**

- 5.5.1 Before making any determination as to acceptance or rejection of Tenders the Board may, at its discretion, elect to conduct limited negotiations with preferred tenderers, including those who have submitted Alternative Tenders or who have submitted Conforming Tenders, to mutually improve outcomes.
- 5.5.2 The Board will generally not enter into negotiations to amend standard conditions of contract contained in Part D.
- 5.5.3 If the Board considers that none of the tenders are fully acceptable either due to the level of non-conformance or because they do not represent sufficient value for money, but considers that full conformity is achievable, negotiations may be conducted with the tenderer that submitted the most conforming tender based on the evaluation criteria. The purpose of the negotiations will be advised by the Board and made clear to the participants before the commencement of negotiation.

- 5.5.4 The Board may at its absolute discretion elect to conduct post tender negotiations under clause 5.5.3 with more than 1 tenderer in the event that it decides that the closeness of the tenders or timing constraints warrants doing so.

**5.6 Exchange of Information between Government Agencies**

- 5.6.1 Lodgement of a tender will itself be an authorisation by the tenderer to the Board to make available, on request, to any NSW government agency information, including but not limited to, information dealing with the tenderer's performance on any contract that may be awarded. Such information may be used by the recipient NSW Government agency for assessment of suitability for pre-qualification, selective tender lists, expressions of interest or the award of a contract or termination of contract.
- 5.6.2 The provision of the information by the Board to any other NSW Government agency is agreed by the tenderer to be a communication falling within section 30 of the *Defamation Act 2005* (NSW), and the tenderer shall have no claim against the Board and the State of New South Wales in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the tenderer arising out of the communication
- 5.6.3 In the evaluation of tenders, the Board may take into account any information about the tenderer that the Board receives from any source.
- 5.6.4 To avoid doubt, information that may be collected, exchanged and used in accordance with this provision includes "personal information" about the tenderer for the purposes of the *Privacy and Personal Information Protection Act 1998*. Lodgement of a tender will be an authorisation by the tenderer to the Board to collect such information from third parties, and to use and exchange such information in accordance with this clause 5.6.
- 5.6.5 The tenderer's attention is drawn to the *Freedom of Information Act 1989* which obliges disclosure of the contract documents resulting from the tender and may confer rights, subject to the terms of that Act, to access, and to require the correction of, information held by certain agencies, including tenders held by the Board. A summary of the provisions is contained in Annexure 1 to Part B (Disclosure Information).

**6 Method of Acceptance**

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

**7 Disclosure Information**

- 7.1.1 Following the Board's decision, all tenderers will be notified in writing of the outcome of their Tenders.
- 7.1.2 Details of tenderers and the outcome of the tender process will be disclosed in accordance with the *Freedom of Information Act 1989* and the NSW Government Tendering Guidelines, available at:  
<http://www.dpws.nsw.gov.au/Government+Procurement/Procurement+Policy+Framework/NSW+Government+Tendering+Guidelines.htm>
- 7.1.3 An outline of these requirements can be found in Annexure 1 to Part B of this RFT.

**8        Complaints Procedure**

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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 and/or Part E, or the Statement of Requirements in Part F, it is invited to write to:

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

## ANNEXURE 1 TO PART B (Disclosure of Information)

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

1. In accordance with the NSW Government Tendering Guidelines referred to in clause 7.1.2 and found at <http://www.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.	<p>As a minimum:</p> <ul style="list-style-type: none"> <li>a concise description of the proposed works, goods or services the subject of the tender call;</li> <li>the date responses to the tender call close and where responses are lodged; and</li> <li>location of the tender call documents.</li> </ul> <p>The names and addresses of all entities which submit responses.</p>	<p>Routine public disclosure at the time tender calls are advertised.</p> <p>Routine public disclosure within 7 days of the date tender calls closed.</p>
In a multi-stage tender process.	The names and addresses of the shortlisted entities, except where such disclosure is likely to compromise the competitiveness of the subsequent tender process.	Routine public disclosure within 7 days of these entities being advised of their shortlisting.

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

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

	<p>the amount payable to the contractor may be varied;</p> <p>g) A description of any provisions with respect to the renegotiation of the contract;</p> <p>h) In the case of a contract arising from a tendering process, the method of tendering and a summary of the criteria against which the various tenders were assessed; and</p> <p>i) A description of any provisions under which it is agreed that the contractor is to receive payment for providing operational or maintenance services.</p>	
<p><b>Class 2 contracts</b> Class 1 contracts (i.e government contracts with estimated value \$150,000 or above) which also:</p> <ul style="list-style-type: none"> <li>- result from a direct negotiation where there has not been a tender process; or</li> <li>- 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</li> <li>- involve operation or maintenance obligations for 10 years or longer; or</li> <li>- involve a privately financed project as defined by relevant Treasury guidelines; or</li> <li>- involve a transfer of land or other asset to a party in exchange for the transfer of land or other asset to an agency.</li> </ul>	<p>The information required for class 1 contracts and:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) Particulars of future transfers of significant assets to the contractor, including the date of their proposed transfer;</li> <li>c) The results of any cost-benefit analysis of the contract conducted by the agency;</li> <li>d) The components and quantum of the public sector comparator if used;</li> <li>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);</li> <li>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;</li> <li>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</li> <li>h) Particulars of any other key elements of the contract.</li> </ul>	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>
<p><b>Class 3 contracts</b> 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"> <li>• the reasons for not publishing the contract</li> </ul>	<p>Routine public disclosure within 60 days after the contract becomes effective.</p>

	<ul style="list-style-type: none"> <li>or provisions;</li> <li>• a statement as to whether the contract or provisions will be published and, if so, when; and</li> <li>• 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.</li> </ul>	
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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 *Freedom of Information Act 1989* ("FOI Act"). The State Contracts Control Board must provide the requested contract information or the requested copy of the contract to the requesting person (less any confidential information) within 60 days of receiving the request.

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

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

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

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

### 5. Confidential information

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

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

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

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



# RFT 0900137 SUPPLY OF BULK FUEL

## PART F - STATEMENT OF REQUIREMENT (SPECIFICATION)

### 1. BACKGROUND

NSW Government agencies, State owned Corporations and eligible customers have a requirement for secure supply of competitively priced diesel and petroleum fuels to support provision of transport and fleet services across New South Wales.

The State Contracts Control Board (SCCB) supports these requirements through State contract 366 Fuels and Associated Products which expires on 30 June 2009 with 2 x1 year extension options.

This contract provides a secure supply of a range of competitively priced petroleum fuels in bulk and card formats, from contractors that deliver the required safety, quality, service, administrative, environmental and commercial outcomes sought by NSW Government customers, located in metropolitan and regional locations across New South Wales.

Compliance to the State contract is high and in financial year 0708, contract customers consumed 167million litres of card fuels and 110million litres of bulk fuels. Government fuel volumes grow steadily year-on-year, despite fluctuations in other sectors of the economy.

### 2. STRATEGY

A category team involving NSW Procurement, key agency customers and stakeholders including the NSW Department of Lands-Office of Bio-fuels, has been conducting a review of strategy over recent months and made appropriate recommendations to the SCCB under Clause 16 of the Public Sector Management (Goods and Services) Regulation 2000:

- **Card Fuels**

Card fuels are not a part of this open tender.

- **Bulk Fuels**

The SCCB has approved the option to exercise the first extension with each of the panel providers for bulk fuels for a period of 12 months through until 30 June 2010, including disclosure of the intention to perform this open tender process.

### 3. OBJECTIVE

The bulk fuels open tender process is being performed to:

- **Improve pricing** for bulk diesel, unleaded petrol, biodiesel and ethanol blended petrol through unbundling of demand into smaller parcels offering improved account attractiveness to contractors through reduced risk, lower cost to serve and enhanced geographic footprint.
- **Increase competition** in wholesale bulk fuel market and maximise opportunity for regional development and/or small to medium enterprise participation.
- **Maximise substitution of bio-fuels** through contracting fuel suppliers capable of meeting mandates and changing fuel standards.

## 4 BULK FUEL DEMAND INFORMATION

### 4.1 Geography

110 million litres have been defined across eight (8) bid groups:

- The three largest bid groups (STA, Railcorp and Ferries) are customer defined and consume 72million litres (66%).
- The five remaining bid groups (Sydney other, Regional-South, Regional-North, Canberra and Newcastle) consume 38million litres (34%)

In total, 65 million litres (59%) is consumed in the Sydney metropolitan area with the remaining 46million litres (41%) consumed in Newcastle, Canberra and locations across regional NSW.

The two largest bid groups, STA and Railcorp consume a total of 18million litres (29%) in non Sydney metropolitan areas.

***Tender condition: The Principal reserves the option to award these non Sydney metropolitan volumes by Client (Bid group 1-2) or Geography (Bid groups 5-8).***

Sum of volume		Geography					Grand Total	%	% Cum
Bid Group		Sydney metro	Regional-South	Newcastle	Regional-North	Canberra			
1 STA		32,259,555		3,871,108			36,130,663	32.8%	33%
2 Railcorp		10,989,496	6,701,622	3,446,658	4,053,593	272,842	25,464,211	23.1%	56%
3 Sydney Ferries		11,135,690					11,135,690	10.1%	66%
4 Sydney Other		10,708,059					10,708,059	9.7%	76%
5 Regional-South			7,635,646				7,635,646	6.9%	83%
6 Regional-North					6,694,146		6,694,146	6.1%	89%
7 Canberra						6,415,803	6,415,803	5.8%	95%
8 Newcastle				5,981,115			5,981,115	5.4%	100%
Grand Total		65,092,800	14,337,268	13,298,881	10,747,739	6,688,645	110,165,332	100.0%	
%		59.1%	13.0%	12.1%	9.8%	6.1%	100.0%		
% Cum		59%	72%	84%	94%	100%			

A further bid group titled miscellaneous is defined under Section 4.8 to include heating oil, kerosene and other products to be determined by the tender.

The boundary for each bid group is either defined by:

- ***Client:*** Specified locations controlled by STA, Railcorp and Sydney Ferries
- ***Sydney other:*** All locations, not defined as STA, Railcorp, Sydney Ferries, that are within the outer perimeter for those locations currently defined as Sydney other in Appendix 5.
- ***Regional-South:*** All locations, not defined as STA, Railcorp or Canberra that are south of the northern perimeter for those locations currently defined as Regional-South in Appendix 5.
- ***Regional-North:*** All locations, not defined as STA, Railcorp or Newcastle, that are north of the southern perimeter for those locations currently defined as Regional-North in Appendix 5.
- ***Canberra:*** All locations, not defined as STA or Railcorp, that are within the perimeter of Australian Capital Territory.
- ***Newcastle:*** All locations, not defined as STA or Railcorp, that are within the outer perimeter for those locations currently defined as Newcastle in Appendix 5.

### 4.2 Complexity:

The 110 million litres purchased in FY0708 was distributed across:

- 352 accounts located in 245 suburban or town locations.
- 6,783 deliveries averaging 16,241 litres per delivery.
- Average account size of 312,970 litres per annum.
- Average location size of 449,654 litres per annum.

	Bid Group	Volume	Accounts (number)	Locations (number)	Deliveries (number)	Delivery size (L)	Account size (L)	Location Size (L)	Accounts per location
1	STA	36,130,663	13	13	1116	32,375	2,779,282	2,779,282	1.0
2	Railcorp	25,464,211	8	8	813	31,321	3,183,026	3,183,026	1.0
3	Sydney Ferries	11,135,690	1	6	101	110,254	11,135,690	1,855,948	0.2
4	Sydney other	10,708,059	86	69	1390	7,704	124,512	155,189	1.2
5	Regional-South	7,635,646	107	60	1480	5,159	71,361	127,261	1.8
6	Regional-North	6,694,146	106	65	1124	5,956	63,152	102,987	1.6
7	Canberra	6,415,803	3	1	155	41,392	2,138,601	6,415,803	3.0
8	Newcastle	5,981,115	28	23	600	9,969	213,611	260,048	1.2
	Total	110,165,332	352	245	6779	16,251	312,970	449,654	1.4

The bid groups associated with STA, Railcorp and Sydney Ferries exhibit:

- 72million litres across 21 accounts averaging over 3.44million litres per account.
- 2,001 deliveries averaging over 36,121 litres per delivery.

#### 4.3 Products:

The major bulk products supplied in FY0708 include:

- Diesel and the winter blend (alpine) diesel derivatives constituting 93% of volume.
- Biodiesel in B20 format averages 2.0% with derivatives (B2, B5, B10, B40, B100).
- Unleaded petrol averages 4% (91 RON) with premium derivatives (95RON, 98RON).
- Ethanol blended petrol averages 0.6% with derivatives (E2, E5, E10, E20).

Sum of volume	Product					
Bid Group	Diesel	ULP	Biodiesel B20	Diesel Alpine	E10	Grand Total
1 STA	36,130,663					36,130,663
2 Railcorp	25,277,458			186,753		25,464,211
3 Sydney Ferries	11,135,690					11,135,690
4 Sydney Other	6,751,863	1,959,114	1,405,596	45,848	545,638	10,708,059
5 Regional-South	5,769,764	1,064,340	273,984	527,558		7,635,646
6 Regional-North	5,499,671	467,756	549,655	60,060	117,004	6,694,146
7 Canberra	5,533,436			882,367		6,415,803
8 Newcastle	4,724,200	1,252,726	4,188			5,981,115
Grand Total	100,822,746	4,743,936	2,233,422	1,702,586	662,642	110,165,332
%	91.5%	4.3%	2.0%	1.5%	0.6%	100.0%
% Cum	92%	96%	98%	99%	100%	

#### 4.4 Locations:

The customer locations within each bid group with annual product volumes are clearly defined in Appendix 5 as well as the pricing response schedules.

***Tender condition: Tenderers are required to price freight differentials for each location in the tendered bid group regardless of whether there are historical volumes designated. This enables supplier capability and commercial impact to be determined in the event that ordering patterns change. Tenderers are expected to be capable of supplying to any future accessible locations within the defined bid groups.***

#### 4.5 Delivery Drop Sizes:

The 110 million litres purchased in FY0708 was delivered across five drop size bands against which pricing will be sought:

- 0.3% of volume in drops between 200-999 litres
- 4.3% of volume in drops between 1,000-4,999 litres
- 10.7% of volume in drops between 5,000-14,999 litres.
- 11.1% of volume in drops between 15,000-31,999 litres.
- 73.6% of volume in drops over 32,000 litres.

To enhance granularity, these volumes were dispersed across the eight bid groups and ten drop size bands as follows:

Sum of volume		Drop Size Band										Grand Total
Bid Group		A (<1)	B (1-5)	C (5-10)	D (10-15)	E (15-20)	F (20-25)	G (25-32)	H (32-36)	I (36-50)	J (>50)	
1 STA				7,901	0		42,974	257,571	34,308,445	1,513,772		36,130,663
2 Railcorp				29,250	564,267	396,751	225,585	439,755	20,030,814	3,777,789		25,464,211
3 Sydney Ferries	250	19,635	5,221	13,800	70,256	22,259					11,004,269	11,135,690
4 Sydney Other	178,807	1,117,236	1,552,187	766,231	828,194	3,251,223	1,635,451	1,302,486		76,244		10,708,059
5 Regional-South	80,533	1,828,679	2,444,492	2,085,611	539,543	156,667	88,667	411,454				7,635,646
6 Regional-North	91,243	1,224,232	1,410,354	1,022,745	530,571	718,918	911,498	67,318	717,267			6,694,146
7 Canberra		6,499	0				0	91,149	480,381	5,837,774		6,415,803
8 Newcastle	23,702	504,827	973,530	871,635	594,696	689,825	714,933	1,460,097	147,870			5,981,115
Grand Total	374,534	4,701,108	6,422,935	5,324,289	2,960,011	5,107,451	4,139,024	58,060,995	12,070,716	11,004,269		110,165,332
%		0.3%	4.3%	5.8%	4.8%	2.7%	4.6%	3.8%	52.7%	11.0%	10.0%	100.0%
% Cum		0%	5%	10%	15%	18%	23%	26%	79%	90%	100%	

Furthermore these deliveries were dispersed across products as follows:

Sum of volume		Drop Size Band										Grand Total
Product		A (<1)	B (1-5)	C (5-10)	D (10-15)	E (15-20)	F (20-25)	G (25-32)	H (32-36)	I (36-50)	J (>50)	
Diesel	141,833	2,862,558	4,601,954	4,240,486	2,533,012	3,441,954	3,617,869	57,344,610	11,034,201	11,004,269		100,822,746
ULP	83,559	1,333,654	1,190,316	676,928	129,731	547,992	491,138	66,504	224,114			4,743,936
Biodiesel B20	145,642	308,009	338,923	132,847	151,259	649,799	30,017	476,926				2,233,422
Diesel Alpine	3,500	176,986	174,875	235,628	126,241			172,955	812,401			1,702,586
E10		19,901	116,867	38,400	19,768	467,706						662,642
Grand Total	374,534	4,701,108	6,422,935	5,324,289	2,960,011	5,107,451	4,139,024	58,060,995	12,070,716	11,004,269		110,165,332
%		0.3%	4.3%	5.8%	4.8%	2.7%	4.6%	3.8%	52.7%	11.0%	10.0%	100.0%
% Cum		0%	5%	10%	15%	18%	23%	26%	79%	90%	100%	

In some cases, historical demand patterns have been influenced by contractor limitations with delivery charges based on the order quantity rather than delivered quantity.

#### 4.6 Monthly consumption:

The 110 million litres purchased in FY0708 is delivered at an average rate of 9.2million litres per month with a standard deviation of 0.55million litres (+/- 6%) per month.

Sum of volume		docket Month												Grand Total
Bid Group		Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	
1 STA	2,811,964	3,348,212	2,621,898	2,977,145	3,258,312	2,965,819	3,397,611	3,091,716	2,920,348	2,909,054	3,067,472	2,761,112		36,130,663
2 Railcorp	2,209,798	2,168,234	1,825,829	2,235,673	2,183,470	2,233,862	1,962,542	2,043,498	1,956,173	2,218,824	2,403,742	2,022,566		25,464,211
3 Sydney Ferries	540,068	670,769	1,215,638	552,104	1,331,082	785,302	1,439,560	699,317	1,019,834	964,353	946,347	971,316		11,135,690
4 Sydney Other	837,873	1,020,494	814,196	965,627	915,599	901,924	803,239	966,947	816,624	931,090	1,040,938	693,509		10,708,059
5 Regional-South	576,749	614,498	640,745	620,708	707,218	691,257	581,652	653,266	605,472	681,798	657,327	604,955		7,635,646
6 Regional-North	625,885	584,385	509,417	550,840	547,353	481,489	426,883	581,748	579,570	697,243	691,394	417,939		6,694,146
7 Canberra	463,386	661,372	436,702	500,583	576,071	598,667	409,648	528,895	511,240	698,546	537,625	493,068		6,415,803
8 Newcastle	494,142	473,193	463,106	490,346	556,338	519,460	433,888	427,034	530,597	563,475	559,881	469,654		5,981,115
Grand Total	8,559,865	9,541,157	8,527,530	8,893,027	10,075,443	9,177,780	9,455,023	8,992,421	8,939,858	9,664,384	9,904,726	8,434,119		110,165,332
%		7.8%	8.7%	7.7%	8.1%	9.1%	8.3%	8.6%	8.2%	8.1%	8.8%	9.0%	7.7%	100.0%
% Cum		8%	16%	24%	32%	41%	50%	58%	66%	75%	83%	92%	100%	

Monthly dispersion by product is shown below:

Sum of volume		docket Month												Grand Total
Product		Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	
Diesel	7,522,701	8,229,317	7,792,402	8,227,728	9,330,340	8,534,036	8,859,685	8,427,422	8,289,789	8,831,911	9,124,941	7,652,474		100,822,746
ULP	393,224	502,564	384,963	378,401	457,718	412,747	387,155	328,169	347,977	435,281	379,226	336,511		4,743,936
Biodiesel B20	130,147	117,393	146,210	98,740	135,307	193,485	160,873	156,654	228,752	324,619	311,434	229,809		2,233,422
Diesel Alpine	457,887	691,883	171,033	132,582	76,734							172,467		1,702,586
E10	55,906	32,922	55,576		75,344	37,512	47,310	80,176	73,340	72,573	89,125	42,858		662,642
Grand Total	8,559,865	9,541,157	8,527,530	8,893,027	10,075,443	9,177,780	9,455,023	8,992,421	8,939,858	9,664,384	9,904,726	8,434,119		110,165,332
%		7.8%	8.7%	7.7%	8.1%	9.1%	8.3%	8.6%	8.2%	8.1%	8.8%	9.0%	7.7%	100.0%
% Cum		8%	16%	24%	32%	41%	50%	58%	66%	75%	83%	92%	100%	

NSW Government demand patterns for fuel are steady and reliable despite erratic fluctuations in other industry sectors.

## 4.7 Delivery days

The 110 million litres purchased in FY0708 was primarily distributed across weekdays with 2.1% of total volume delivered Saturdays and 0.4% delivered Sundays.

Sum of volume	docket_day							
Bid Group	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Grand Total
1 STA	5,966,659	6,541,093	7,054,894	7,949,076	8,549,951	68,990		36,130,663
2 Railcorp	5,378,696	5,174,793	3,575,571	4,220,950	5,130,967	1,810,899	172,335	25,464,211
3 Sydney Ferries	295,025	1,715,710	4,097,091	3,067,895	1,923,910	22,259	13,800	11,135,690
4 Sydney Other	1,684,198	2,004,330	2,278,250	2,348,390	2,048,376	203,610	140,906	10,708,059
5 Regional-South	1,318,161	1,797,079	1,461,568	2,086,197	902,510	45,356	24,774	7,635,646
6 Regional-North	1,084,230	1,162,122	1,851,233	1,552,132	906,313	76,113	62,003	6,694,146
7 Canberra	2,378,721	1,072,530	889,264	989,282	1,039,705	46,301		6,415,803
8 Newcastle	554,809	813,977	1,878,968	1,765,900	965,577	907	977	5,981,115
Grand Total	18,660,499	20,281,634	23,086,839	23,979,822	21,467,309	2,274,435	414,795	110,165,332
%	16.9%	18.4%	21.0%	21.8%	19.5%	2.1%	0.4%	100.0%
% Cum	17%	35%	56%	78%	98%	100%	100%	

During that period, 2.1% of total diesel/biodiesel and alpine diesel volumes were delivered on Saturdays, 0.4% delivered on Sundays and 1.4% of ULP/E10 volumes were delivered on Saturdays.

Sum of volume	docket_day							
Product	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Grand Total
1 Diesel	17,245,958	18,815,973	21,007,354	21,581,571	19,872,882	2,040,826	258,181	100,822,746
2 ULP	645,309	691,658	1,257,016	1,303,904	794,110	51,939		4,743,936
3 Biodiesel B20	448,936	364,487	253,169	505,280	346,069	158,868	156,614	2,233,422
4 Diesel Alpine	262,842	266,968	437,145	374,718	360,913			1,702,586
5 E10	57,454	142,548	132,154	214,349	93,335	22,802		662,642
Grand Total	18,660,499	20,281,634	23,086,839	23,979,822	21,467,309	2,274,435	414,795	110,165,332
%	16.9%	18.4%	21.0%	21.8%	19.5%	2.1%	0.4%	100.0%
% Cum	17%	35%	56%	78%	98%	100%	100%	

In some cases, historical demand patterns have been influenced by contractor limitations with delivery days influenced by supply chain needs rather than ordering preference. Generally NSW Government customers are Monday-Friday operations.

## 4.8 Miscellaneous Products

Tenderers have opportunity to tender additional products which may vary in terms of product formulation, packaging size or type etc.

Historical FY0708 demand exists for two products;

- **Heating oil:**
  - 215,000 litres per annum purchased at 11 locations all within Regional South geography
  - Delivery drop sizes dispersed as:
    - 35,986 litres (17%) less than 1000 litre drop
    - 138,680 litres (64%) between 1000-5000 litre drop
    - 41,085 litres (19%) between 5000-10000 litre drop
- **Kerosene:**
  - 6,520 litres per annum all delivered at less than 1000 litres.
  - Purchased at 7 locations spread across geographies of:
    - Regional-South (2,720 litres),
    - Regional-North (2,200 litres)
    - Newcastle (1,600 litres)

Location details are shown in Appendix 5.

Tenderers should tender prices for heating oil and kerosene and may tender other products. Tenderers may reserve the right to limit the geography for supply of products tendered, based on award outcomes of the other product types and bid groups.

## **5. PRODUCT STANDARDS TO BE SUPPLIED**

- 5.1 All products supplied under the contract are to comply with the appropriate Australian fuel quality standards. Where appropriate Australian fuel quality standards do not exist, the tenderer must identify the alternative standard or test method.

## **6. BIOFUELS**

- 6.1 Diesel standards are being reviewed by the Commonwealth with stakeholders, to permit up to B5 (5% biodiesel) to be sold without labelling, and up to B20 with a permit and labelling, provided that the blends still meet the diesel standard. These measures are expected to be finalised by 31 Mar 09. <http://www.environment.gov.au/atmosphere/fuelquality/publications/pubs/diesel-biodiesel-position-paper.pdf> .
- 6.2 A Biodiesel mandate will be introduced in NSW from either 1 July or 1 Dec 2009 at 2%, increasing to 5% as supply is available probably by the end of 2011.
- 6.3 The Ethanol Mandate in NSW is being increased whereby the current 2% volumetric mandate will increase to 4% by the end of this year and 6% by the end of 2010. Under proposed new bio-fuels legislation, ULP will not be available in NSW after 30 June 2011 instead consumers will have choice of E10 or PULP (95 and/or 98).
- 6.4 Excise relief of 38cpl is obtained currently from Commonwealth for domestically produced ethanol (ie 3.8cpl for E10) but imported ethanol pays 38cpl duty. This arrangement will cease on 30 June 2011. From that time excise on ethanol will be introduced, applying to both imports and local production, at 2.5cpl on 1 July 2011 and will increase by 2.5 cpl each year up to 12.5cpl in 2015. This may open up access to imports of ethanol which are currently not viable, but that will depend on world oil and ethanol markets.
- 6.5 Information on NSW Government bio-fuel strategy can be found at [www.biofuels.nsw.gov.au](http://www.biofuels.nsw.gov.au)

## **7 DELIVERY**

### **7.1 Bulk Fuel Deliveries**

Bulk fuel deliveries are to be made within 24 hours of placing the order unless otherwise stated by the Customer. Bulk fuel deliveries will generally be accepted Monday to Friday between 9:00am and 5:00pm excluding public holidays in the State of New South Wales. Deliveries may be accepted outside of these times only if prior agreement has been authorised by the Customer. In regional areas where sites are not attended full time, special delivery arrangements will need to be arranged between the Contractor and Customer.

N.B. For deliveries specific to State Transit Authority, RailCorp and Sydney Ferries Corporation, see clauses 17, 18 and 19 of Part B.

### **7.2 Delivery Docket Bulk/Package Fuels**

A delivery docket must be provided with each and every bulk/package fuel delivery. The delivery docket shall include but is not limited to:

- Site name
- Site I.D.
- Fuel Type
- Volume delivered
- Volume temperature adjusted to 15 degrees C
- Sum of volumes delivered by all fuel types
- Date
- Docket reference number

- Terminal Gate Price
- Transaction type purchase/refund
- Time of purchase
- Signature block – optional
- Supply location
- Delivery location

**NB: Delivery docket is to be unpriced**

7.2.1 Each delivery docket shall be one of the Contractor's own and not from one of its distributors.

### **7.3 Price Payable at Time of Delivery**

7.3.1 The price payable for the ordered Deliverables by the Customer shall be the contract price at the date of delivery (bulk).

7.3.2 Where the volume of fuel delivered is less than the delivery size ordered, the price paid shall be calculated on the drop size differential for the order quantity rather than the drop size differential for the delivered quantity, or as agreed between the parties.

7.3.3 Where the volume of fuel delivered is more than the delivery size ordered, the price paid shall be calculated on the drop size differential for the delivered quantity.

7.3.4 Where more than one product is ordered for delivery on the same day and can be delivered on the same vehicle, the drop size differential is based on the total volume delivered.

## **8. MARKING/LABELLING**

8.1 All packaged products are to be clearly labelled with the name and grade of the product contained therein.

## **9. PACKAGING**

9.1 The Contractor shall supply packaged products in the required container sizes. Alternative packaging arrangements may also be provided at the discretion of the Customer. All packaging shall be of normal commercial quality suitable to ensure safe delivery into store. The Contractor shall ensure availability of all packaged products throughout their distributor network. Any dangerous goods shall be transported in accordance with the "Australian Code for the Transport of Dangerous Goods by Road or Rail."

## **10 FUEL TEMPERATURE CORRECTION**

10.1 Variation in temperature of fuels changes density of fuels through co-efficient of expansion resulting in shrinkage.

10.2 Shrinkage has commercial and administrative implications for both contractor and supplier.

10.3 Shrinkage can be accounted for through variation in price temperature corrected to 15 deg C or variation in delivered quantity temperature corrected to the volume at 15 deg C.

10.4 In all cases, prices must be provided for both; temperature corrected to 15 deg C and non temperature corrected but tenderers may state their preferred method for each bid group.

10.5 The large agency specific customer groups (STA, Railcorp and Sydney Ferries) generally specify a requirement for delivered quantity to be temperature corrected to the volume at 15 deg C.

10.6 It is intended that prior to award for each bid group, either price or volume adjustment to 15 deg C, will be agreed with tenderer to assist both parties standardise the preferred administrative processes.

- 10.7 The procedure to be used under the Contract for each supplier to verify quantities of diesel fuel delivered at the time of delivery, including a mechanism for temperature compensation of the measured volume, to determine actual volume is to be detailed at Clause 17.6 of Part C.
- 10.8 All delivery dockets must nominate both the actual volume delivered and the temperature corrected volume.

## **11. SUPPLY OF FUEL TRANSACTION DATA BY CONTRACTORS**

### **11.1 Fuel Transaction Database**

- 11.1.1 During previous contracts Contracting Services has created and maintained a database of fuel transactions relating to all bulk and packaged fuel, and fuel card purchases made by Customer's under the Contract. This information is used to effectively administer the contract and includes monitoring performance and usage under the contract, providing accurate data for future fuel tenders, and providing various additional services to Customers including automated checking of invoiced prices, providing usage reports and providing data to Customers. The fuel transaction data (FTD) has been supplied by Contractors and this requirement will continue in this and future contracts at no cost to Contracting Services or the Board. **The FTD provided must be correct, complete and be supplied in a timely manner as specified below.**
- 11.1.2 It is preferable that FTD is provided to Contracting Services on a weekly basis, however FTD must be provided at a minimum frequency of monthly.
- 11.1.3 All FTD files shall be provided electronically and shall be received by Contracting Services by no later than the seventh (7<sup>th</sup>) working day from the month end.
- 11.1.4 The FTD shall contain ALL transactions for both contract and non-contract transactions under an account.
- 11.1.5 The specifications for FTD data are detailed in Clause 9.1 of Annexure 1 to Part B.
- 11.1.6 For each Customer under the fuel Customer Contract, the Contractor must **not** invoice fuel card purchases to the same account as bulk/package fuel purchases. This is necessary to eliminate problems in loading both fuel card and bulk and packaged FTD into Contracting Services's fuel transaction database.
- 11.1.7 Regardless of the transmission method, Contractors shall supply with each set of FTD, the Contractor's name, the month and year to which the data relates, the type of data (Card, Bulk) and the total number of records for each type of data.
- 11.1.8 Any Contractor who cannot comply within the required period should indicate this on a cross-referenced attachment to the Tender and indicate the reasons for inability to comply by the due date and indicate the dates by which compliance can be met. Any such dates indicated cannot exceed the period by more than two (2) months.
- 11.1.9 Contractor shall provide full details of a technical contact for FTD issues.

### **11.2 Statement date**

- 11.2.1 All transactions in a monthly data file shall be exactly those transactions that were invoiced for that month; i.e. it is the presence of a transaction in a monthly data file rather than its transaction date that determines which month (the month of the data file) the transaction is invoiced in.

### **11.3 Fuel Transaction Data that is Corrupted or Late**



- 11.3.1. The Contractor acknowledges that some Fleet Managers utilise the FTD provided by the Contractor, for a number of purposes including, but not limited to, the following:
- (i) payment of the monthly invoices received from the Contractor for the fuel purchased in the preceding month;
  - (ii) re-invoicing their customers for the fuel purchased in the preceding month and paid for by the Fleet Manager; and
  - (iii) preparing and despatching fleet management reports to Customers.
- 11.3.2 The Contractor acknowledges that some Customers utilise the FTD provided by the Contractor, for a number of purposes including, but not limited to, the following:
- (i) payment of the monthly invoices received from the Contractor for the fuel purchased in the preceding month, and
  - (ii) preparing fleet management reports.
- 11.3.3 The Contractor acknowledges that if the monthly FTD is corrupted or if the monthly FTD is supplied late, this will impact on the timely completion of the above functions and may result in the Fleet Managers incurring loss.
- 11.3.4 The Contractor acknowledges that if the monthly FTD is corrupted or if the monthly FTD is supplied late, this impacts on the timely completion of the above functions and may result in the Customer incurring loss.
- 11.3.5 The Contractor acknowledges that Contracting Services for and on behalf of Board utilises the FTD provided by the Contractor, for a number of purposes including, but not limited to, the following:
- (i) providing FTD to Fleet Managers and Customers;
  - (ii) providing Pricing Error reports to Contractors for correction;
  - (iii) providing reports for Fleet Managers and Customers;
  - (iv) providing management services to Customers;
  - (v) determining actual usage under the Standing Offer agreement for inclusion in fuel tenders; and
  - (vi) performance management of Contractors.
- 11.3.6 If the monthly FTD is corrupted or if the monthly FTD is supplied late, this impacts on the timely completion of the above functions and may result in Contracting Services for and on behalf of the Board incurring loss.
- 11.3.7 If the Contractor fails to provide the FTD in accordance with the required provisions and without limiting the generality of this clause, particularly where the FTD provided is corrupted, then Fleet Managers and/or Customers and/or Contracting Services for and on behalf of the Board so affected by the defective performance shall be entitled to recover from the Contractor reasonably foreseeable costs and expenses unavoidably sustained by them as a result of the defective performance of the Contractor. These costs and expenses shall include, but not be limited to, all costs associated with the allocation of internal staff and external resources (including programmers) necessary to rectify any matter resulting from the Contractor's defective performance including but not limited to the loading, transfer and processing of the corrupted data.
- 11.3.8 Where the FTD provided by the Contractor is corrupted which results in delay and loss and prevents a Customer or Fleet Manager including the FTD in their normal monthly billing and

payment, the Customer or Fleet Manager will not be liable to remit to the Contractor the amount shown on the invoice for the fuel purchased in the preceding month until the corrected FTD has been received and processed by the Customer or Fleet Manager which will then be paid in the normal monthly billing and payment cycle following receipt of the corrected FTD less any amount owing to the to the Fleet Managers and/or Customers affected by the defective performance, such amount to be calculated in accordance with clause 8.3.7 above.

11.3.9 Where the FTD is accurate but is provided late by the Contractor and as a result of such delay the Customer or Fleet Manager is unable to include that data in their normal monthly billing and payment cycle as detailed in 8.3.1 and 8.3.2 above, then the Customer or Fleet Manager will not be liable to remit to the Contractor the amount shown on the invoice for the fuel purchased in the preceding month until the late FTD has been received and processed by the Customer or Fleet Manager which will then be paid in the normal monthly billing and payment cycle following receipt of the late FTD.

11.3.10 Where the format or content is to be modified in any way, the Contractor shall give a minimum three (3) months notice of the change prior to its implementation. The Contractor shall submit with the modification application, a complete new technical specification and a test data file no less than three (3) months prior to its implementation.

## 12. BULK AND PACKAGED FUEL TRANSACTIONS

### 12.1 Fuel Bulk/Packaged Specification

12.1.1 It is mandatory that all data fields are provided, however the order of data is not critical.

12.1.2 Tenderers shall provide, by way of an attachment, a technical specification and electronic copy sample data in the format of the technical specification for test purposes.

### 12.2 Types of records in the card FTD file are as follows:

- Bulk Transaction Record / Reversal Record

#### 12.2.2 Bulk Transaction / Bulk Transaction Reversal Record

Field Name	Description	Code in Current Data	
Account Reference/Number Clients	Identifies the contract user organisation		
Account Name	Identifies the name on the account		
Transaction Date	Identifies date of transaction	dd-mm-yyyy	
Transaction Time	Identifies the time of the transaction		
Docket Reference	The Unique Reference for the transaction		
Delivery Location	Identifies the address of the delivery location		
Supply Location	The address of the supply location		
Secondary Location Identifier	Identifies any other location information for example where into plane the registration number of the plane		
Order Number	The order number for which the delivery was initiated		
State Code	Identifies Australian state or territory where transaction occurred	N A NT Q S T V W	New South Wales ACT Northern Territory Queensland South Australia Tasmania Victoria Western Australia
Site ID	Identifies the site code		
Site Name	Identifies the site name		
Town	Town Name		
Fuel Type	Identifies the type of fuel		
Delivery Mode	Identifies the mode of delivery	20 60 205 BULK INPL	20 litre container 60 litre container 205 litre drum Bulk delivery into a storage tank Bulk delivery into a plane
Volume	Identifies the volume of fuel purchased in the transaction (negative value for reversal record)		
Excise tax	\$Value of Excise attributed to the transaction		
Excise rebate	\$Value of Federal Rebate		
Freight Differential	\$Value of the freight differential at the location of the transaction		

Drop Differential	\$Value of Packaging/Drop Size Differentials	
FSG	\$Value of Fuel Sales Grant Rebate exclusive GST	Current Values 0, -1 or -2 cents per litre.
Contract Base Price exclusive GST	Agreed cent per litre \$Value of the Contract Price exclusive GST, Excise, Freight, FSG	
GST component	\$Value of GST on the transaction	
Cent Per Litre Charged	\$Value charged on the invoice inclusive GST	
Transaction Value	Total \$Value of the transaction inclusive GST <i>(negative value for reversal record)</i>	
Terminal Gate Pricing		
Product Code		

**NB. For contract items that are subject to a discount, the transaction shall show the following:**

- "Volume" field as the total number of litres;
- "Base Price exclusive GST" field as the total unit contract price;
- "Pump Price" as the retail price at the location.

## 13. INVOICING

### 13.1 Tax Invoice

- 13.1.1 The monthly invoice for bulk fuel charges is to be in the form of a Tax Invoice compliant with Australian Taxation Office (ATO) GST requirements.
- 13.1.2 The Tax Invoice shall be available in electronic format as required by the Customer.
- 13.1.3 It is mandatory that the GST shall be applied at the transaction level (not the Invoice/account level).
- 13.1.4 The invoice shall correspond to the information on the delivery docket for bulk/package goods or point of sale docket for fuel delivered via service stations with the additional information of the agreed contract price.
- 13.1.5 To ensure that correct invoices can be paid by the due date by the Customer, the Contractor must ensure that all invoices are supplied to the Customer in a timely manner and by no later than five (5) work days from the end of the month in which the purchase took place.
- 13.1.6 Each invoice shall be the Contractor's own invoice and not an invoice of one of its distributors.
- 13.1.7 The Contractor shall provide more frequent invoices than monthly invoices if it offers alternative frequencies and if a Customer requests more frequent invoices than monthly invoices in the appropriate manner and in accordance with one of the alternative frequencies available. Tenderers shall indicate, by way of a cross reference, any invoicing frequency alternatives that may be available.
- 13.1.8 The standard payment terms are twenty one (21) days from the end of the month of supply.
- 13.1.9 Each account submitted by the Contractor shall be accompanied by an itemised invoice setting out the details of each consignment covered by that account.
- 13.1.10 Payment in respect of an account submitted by the Contractor shall be made by the Customer to whom the account was submitted.
- 13.1.11 Each account submitted by the Contractor shall be paid in accordance with clause 11.1.8 above

- 13.1.12 If an account, or any part of an account, is not paid within the time stipulated, such shall be deemed not to be a breach of the Contract by the Customer, as the case may be, and the remaining provisions of this clause shall apply.
- 13.1.13 When submitting to the Customer a copy of an account which is in whole or part overdue for payment, the Contractor shall advise the Customer which part of the account is overdue for payment or that the whole account is overdue for payment.
- 13.1.14 Provided that the account or part of the account which is overdue for payment or the goods relating thereto is or are not the subject of a legitimate dispute between the Contractor, the Board or the Customer, as the case may be, the Customer shall arrange for payment of the amount of the account or part of the account which is overdue for payment.
- 13.2 The payment of any account submitted by the Contractor shall not:
- (i) Constitute approval of any work or other matter the subject of the account; or
  - (ii) be taken as an admission of the due performance of the Contract or any part thereof or of the accuracy of any claim or demand made by the Contractor; or
  - (iii) negate or prejudice any of the rights, powers and remedies of the Board or the Ordering Customer.

**N.B. For invoicing specific to State Transit Authority, see clause 17 of Part B.**

## **14. INVOICE SETTLEMENT PROCESS**

- 14.1 Any invoice amount that is in dispute will not be paid and will not be paid until reconciled by the Contractor to the Customer's satisfaction. Any disputed amounts that remain unsettled because of unsatisfactory reconciliation by the Contractor will not be required to be paid if not settled within 60 days from the invoice date.
- 14.2 Payment of the full amount shown on all invoices and statements rendered by the Contractor to the Customer hereunder shall be made in accordance with the terms and conditions set out hereunder excluding payment for any item, the subject of which is in genuine dispute between the Customer and the Contractor. Any item in genuine dispute shall be notified by the Customer to the Contractor in writing on or before the due date for payment of the account.
- 14.3 The genuine deduction of any such item from the invoiced amount due or the non-payment of the total invoiced amount due shall not be construed as a breach of contract.
- 14.4 Where pricing errors are discovered in bulk fuel invoices, corrections should be made at transaction level. This is necessary to ensure that bulk transaction data is accurate and complete for Customers who use that data for management purposes.
- 14.5 The Contractor shall not apply adhoc credit adjustments in subsequent statements unless by agreement of the Customer and notification in writing to Contracting Services with all details relating to the transaction and credit adjustment.

**N.B. For invoice settlement specific to State Transit Authority, see clause 17 of Part B.**

## **15. PRICE ERROR REPORT PROCEDURE**

## **15.1 Price Error Report & Procedure**

- 15.1.1 The Contractor shall correct all overcharged transaction(s) and promptly refund to the client any amount due in the next invoice cycle. The contractor may be required to provide evidence to NSW Procurement of the reversed transactions and payment made as needed.
- 15.1.2 Each transaction will have a unique transaction number provided by the Contractor in their FTD. Any subsequent reversal must also have a unique transaction number that matches the original transaction to allow tracking of the reversal. When the transaction is re-charged, the transaction number may be different, but the correct transaction details shall be the same as the original transaction.

## **16. TRANSITION**

### **16.1 Transition In**

- 16.1.1 The Contractor(s) shall demonstrate its capability to commence full operation at the start of the Standing Offer agreement, identifying the tasks and timetable in a "Transition In", or implementation plan.
- 16.1.2 The plan shall include provisions for regional services, training of relevant personnel if required, provision of brochures, advertising, and marketing strategies to develop awareness of the new Standing Offer Agreement and establishing technical and financial systems in accordance with specification requirements. The plan shall also identify information, contact data etc. that is required from the current Standing Offer agreement.

### **16.2 Transition Out**

- 16.2.1 A Transition Out plan shall be developed by agreement between the Contractor and the Board.
- 16.2.2 Contractors supplying fuel under the existing Standing Offer agreement who do not retain supply for all such products under this Standing Offer agreement will allow for a one (1) month transition period. The transition period shall start from the date the Standing Offer agreement commences. Transactions during the transition period for items not retained by a Contractor under the new Standing Offer agreement shall be made under the same terms and conditions prevailing under the existing Standing Offer agreement.
- 16.2.3 The same conditions shall apply to any subsequent Standing Offer agreement.

## **17 CONTINGENCY PLAN**

- 17.1 Tenderers will be required to provide an Alternative Supply Contingency Plan setting out the procedure that will be followed to guarantee supply of fuel to emergency services and other essential customers as set out at Clause 10.1 of Part C.

## **18 STATE TRANSIT AUTHORITY OF NSW SPECIFIC REQUIREMENTS**

### **18.1 Overview**

This clause applies in relation to Procurement of Deliverables by the State Transit Authority of NSW (State Transit).

State Transit Authority operates buses in Sydney and Newcastle providing passenger services within the areas of operation. This Clause refers to the supply and delivery of diesel fuel for the Customer buses.

Information on delivery locations for State Transit Authority can be viewed at Appendix 1.

Additional information on the fleet can be found at [www.sta.nsw.gov.au](http://www.sta.nsw.gov.au)

### **18.2 Title and Risk**

Property in, and risk of Deliverables supplied to, the Customer shall pass from Contractor to the Customer at the time of delivery to sites nominated in the Customer Contract.

### **18.3 Payment**

18.3.1 Payments for the supply and delivery of the Deliverables will be made in accordance with the Customer's electronic process for ordering and receipting of payments as set out in Appendix 2;

18.3.2 All payments will be paid by Electronic Funds Transfer (EFT) direct to the Contractor's nominated bank account.

### **18.4 Technical Specification**

18.4.1 The operations of the Customer services are subject to change at any time and new sites may be added or existing sites modified or deleted by mutual agreement between the Contractor and the Customer. The Customer agrees to notify the Contractor promptly of any such addition, deletion or modification of a Customer site.

### **18.5 Order Processing and Delivery**

18.5.1 Orders for diesel fuel will be issued at least 3 days in advance of delivery requirement.

18.5.2 Emergency deliveries may be required and in such instances, the Contractor will use reasonable endeavours to supply and reserves the right to charge an additional fee for such emergency delivery.

18.5.3 Deliveries are to be made at the depots at the times nominated in Appendix 1. Deliveries at other times will only be accepted if prior arrangements have been made with the site.

### **18.6 Verification of Delivery**

18.6.1 The Contractor will measure the quantity of Deliverables delivered to the Customer and the Contractor's measurement will be treated as correct in the absence of manifest error or unless errors or discrepancies are notified by the Customer in accordance with this clause. The Customer will notify the Contractor within 5 days after delivery of any discrepancy in the quantities of Deliverables stated on any cash sale or invoice or other Contractor delivery document compared with the quantity received at the nominated sites. If the Customer does not so notify the Contractor, the amount stated to have been delivered on the Contractor delivery document will be deemed correct.

## **18.7 Fuel Temperature Correction**

- 18.7.1 Payment for diesel has historically been calculated as actual volume delivered to the State Transit Authority, temperature corrected to the volume at 15 deg C.
- 18.7.2 Tenderers to STA must have capacity to support that requirement, however State Transit Authority may consider price adjustment to 15 deg C where commercial benefits exist.
- 18.7.2 The procedure to be used under the Contract to verify quantities of diesel fuel delivered at the time of delivery, including a mechanism for temperature compensation of the measured volume, to determine actual volume is to be detailed at Clause 17.6 of Part C.
- 18.7.3 All delivery dockets must nominate both the actual volume delivered and the temperature corrected volume.

**NB: Clause 17.7 and its subclauses only applies if State Transit determines that delivered volumes be temperature corrected.**



## **19 RAIL CORPORATION OF NSW (RAILCORP) SPECIFIC REQUIREMENTS**

### **19.1 Overview**

This clause applies to deliveries of bulk diesel to RailCorp for use in diesel electric and diesel hydraulic locomotives, vehicles and vessels.

**19.2** Delivery sites and other relevant information is detailed in appendix 3

### **19.3 Direct into Locomotive Deliveries**

**19.3.1** Direct into locomotive delivery refers to the process by which diesel fuel is pumped directly from the

Contractor's tanker/vehicle into a locomotive engine utilising an attachment pump and hose mechanism devised exclusively for this purpose.

**19.3.2** Direct into locomotive delivery locations and other relevant information is detailed in appendix 3

Note: Historical quantities are provided for information only . RailCorp does not guarantee to purchase any particular quantity of diesel during the term of the Standing Offer agreement.

### **19.4 Delivery Operations and Procedures**

**19.4.1** The Contractor's delivery procedures to deliver diesel to RailCorp shall at all times comply with all the current requirements of legislation and Statutory Authorities.

**19.4.2** Within seven (7) days of the Board's acceptance of Tenderer, the Contractor shall supply RailCorp with a detailed schedule of operational procedures to apply with respect to the safe and efficient transfer of bulk diesel by each of the respective modes of bulk transfer required to give effect to a Customer Contract.

**19.4.3** RailCorp shall confirm the acceptability of the Contractor's proposed procedures within seven (7) days of RailCorp's receipt of the Contractor's proposed procedures, or shall direct modifications to establish compliance with the Customer Contract.

**19.4.4.** To effect deliveries at any location, RailCorp may give directions to the contractor in regard to:

- (a) the mode of transport; and/or
- (b) the type, size, arrangement and/or configuration of transport equipment;

### **19.5 Ordering of Diesel**

Diesel shall be ordered by RailCorp or a Representative, one from each location as listed in above tables.

### **19.6 Forecast of Diesel Requirements**

RailCorp shall supply the Contractor with a monthly forecast of diesel consumption at each location.

### **19.7 Period of Delivery**

The Board's preference is for the diesel, ordered under the terms and conditions of the agreement, to be supplied within twenty four (24) hours of the Contractor receiving the order by facsimile.

### **19.8 Road Tanker Deliveries**

For those locations supplied with diesel under the terms and conditions of the agreement where the mode of delivery is nominated as road tanker, the Contractor shall provide adequate pumping equipment and hoses to effect the transfer of diesel from the road tanker to the storage tank, locomotive if required to do so by RailCorp.

#### **19.9 Fuel Temperature Correction**

- 19.9.1 Payment for diesel delivered will be calculated on the actual volume delivered to Railcorp, which has been temperature corrected to the volume at 15 deg C.
- 19.9.2 The procedure to be used under the Contract to verify quantities of diesel fuel delivered at the time of delivery, including a mechanism for temperature compensation of the measured volume, to determine actual volume is to be detailed at Clause 17.6 of Part C.
- 19.9.3 All delivery dockets must nominate both the actual volume delivered and the temperature corrected volume.

**NB: Clause 19.9.3 and its subclauses only applies if Railcorp determines that delivered volumes be temperature corrected.**

## **20 SYDNEY FERRIES CORPORATION SPECIFIC REQUIREMENTS**

### **20.1 Overview**

This clause applies in relation to Procurement of Deliverables by the Sydney Ferries Corporation.

The Sydney Ferries Corporation operates ferries providing passenger services within the areas of operation. This Clause refers to the supply and delivery of diesel fuel for the Customer ferries.

Information on delivery locations for Sydney Ferries Corporation can be viewed at Appendix 3.

Additional information on the fleet can be found at [www.sydneyferries.nsw.gov.au](http://www.sydneyferries.nsw.gov.au)

### **20.2 Delivery sites**

**20.2.1** Delivery sites and other relevant information is detailed in appendix 4

### **20.3 Marine Delivery**

Sydney Ferries primarily requires marine delivery of diesel into the Balmain shipyard, due to logistical and environmental constraints associated with road based delivery.

In some cases, where alternative bio-fuels are required, it may be possible to obtain special exemption to accept road based delivery into the Balmain shipyard on the basis of improved environmental outcomes, after appropriate community consultation.

### **20.4 Title and Risk**

Property in, and risk of Deliverables supplied to, the Customer shall pass from Contractor to the Customer at the time of delivery to sites nominated in the Customer Contract except in the case of deliveries made directly to ferries. In relation to deliveries made directly to ferries, property in, and risk of, the Deliverables supplied to the Customer shall be when Deliverables pass the flange connecting the delivery facilities provided by the Contractor with the receiving facilities provided by the Customer.

### **20.5 Payment**

**20.5.1** Payments for the supply and delivery of the Deliverables will be made in accordance with the Customer's electronic process for ordering and receipting of payments as set out in Appendix 2;

**20.5.2** All payments will be paid by Electronic Funds Transfer (EFT) direct to the Contractor's nominated bank account.

### **20.6 Technical Specification**

**20.6.1** The operations of the Customer services are subject to change at any time and new sites may be added or existing sites modified or deleted by mutual agreement between the Contractor and the Customer. The Customer agrees to notify the Contractor promptly of any such addition, deletion or modification of a Customer site.

### **20.7 Order Processing and Delivery**

**20.7.1** Orders for diesel fuel will be issued at least 3 days in advance of delivery requirement.

**20.7.2** Emergency deliveries may be required and in such instances, the Contractor will use reasonable endeavours to supply and reserves the right to charge an additional fee for such emergency delivery.

- 20.7.3 Deliveries are to be made at the depots at the times nominated in Appendix 3. Deliveries at other times will only be accepted if prior arrangements have been made with the site.

## **20.8 Verification of Delivery**

- 20.8.1 The Contractor will measure the quantity of Deliverables delivered to the Customer and the Contractor's measurement will be treated as correct in the absence of manifest error or unless errors or discrepancies are notified by the Customer in accordance with this clause. The Customer will notify the Contractor within 5 days after delivery of any discrepancy in the quantities of Deliverables stated on any cash sale or invoice or other Contractor delivery document compared with the quantity received at the nominated sites. If the Customer does not so notify the Contractor, the amount stated to have been delivered on the Contractor delivery document will be deemed correct.

## **20.9 Fuel Temperature Correction**

- 20.9.1 Payment for diesel delivered will be calculated on the actual volume delivered to Sydney Ferries, which has been temperature corrected to the volume at 15 deg C.
- 20.9.2 The procedure to be used under the Contract to verify quantities of diesel fuel delivered at the time of delivery, including a mechanism for temperature compensation of the measured volume, to determine actual volume is to be detailed at Clause 17.6 of Part C.
- 20.9.3 All delivery dockets must nominate both the actual volume delivered and the temperature corrected volume.



STA Region	Bus Depot	Address	Total Tank Capacity * indicates above ground	Average daily usage; Litres	Typical reserve holding; Litres	Delivery Frequency per month	Delivery Times
Newcastle	Hamilton	Cnr Denison St & Gordon Ave, Hamilton	2 x 90,000 2 x 87,000 SFL	6,800	108,000	7	8am – 12pm Mon – Fri
	Belmont	2 Floraville Rd, Belmont NSW 2280.	1 x 70,000* 1 x 67,500 SFL	3,800	27,000	4	8am – 1.30pm Mon – Fri
Northern	Brookvale	630-636 Pittwater Rd.	2 x 90,000 2 x 87,000 SFL	12,000	125,000	11	8-9am, 10am-2pm, 3-4.30pm Mon – Fri
	Mona Vale	58 Darley St.	1 x 36,000 1 x 34,250 SFL 1 x 35,000*	8,000	30,000	7	8am-2pm Mon – Fri
	North Sydney	359 Ernest Street, Neutral Bay	2 x 50,000 2 x 47,500 SFL	3,550	42,600	3	7am-2pm Mon – Fri
Western	Ryde	49-75 Buffalo Rd.	2 x 70,000 2 x 66,000 SFL	10,000	77,000	9	8am-2pm Mon – Fri
	Willoughby	Cnr Stan & Ann Sts.	2 x 90,000 2 x 87,000 SFL	11,000	122,000	10	7am – 10am Mon – Fri
Southern	Burwood	cnr Shaftsbury & Parramatta Rds	2 x 62,500 2 x 60,000 SFL	9,500	58,000	8	8am-2pm Mon – Fri
	Kingsgrove	17 Richland Rd	2 x 90,000 2 x 87,000 SFL	8,000	101,000	7	8am-2pm Mon – Fri
	Leichhardt	Cnr. William & Derbyshire Sts.	1 x 70,000 1 x 66,000 SFL	2,100	43,000	2	8am-2pm Mon – Fri
Eastern	Port Botany	1 Bumborah Point Rd.	3 x 93,000 2 x 87,000 SFL; only 2 tanks are in use	8,200	91,000	8	10am-12pm Mon – Fri
	Randwick	36 King St.	4 x 53,000 4 x 52,000 SFL	10,000	126,000	9	7.30-11am, 1pm-2.30pm Mon – Fri
	Waverley	Cnr Oxford St & York Rd. Bondi Junction	3 x 90,000 2 x 87,000 SFL; only 2 tanks are in use	8,000	154,000	7	8am – 1pm Mon – Fri
<b>Total</b>				100,950			

\* indicated above ground tanks (SFL = Safe Fill Level)  
 Belmont above ground tank is a new installation.  
 All deliveries in accordance with individual depot Traffic Management Plans

## APPENDIX 2: ELECTRONIC PROCESSING FOR ORDERING, RECEIPTING AND PAYMENT FOR DIESEL

STEP	TASK	DETAIL	WHEN	WHO
1.	Price for fuel agreed for the month in accordance with the contract terms	Input: <ul style="list-style-type: none"> <li>Terms and conditions of contract with Supplier</li> </ul> Output: <ul style="list-style-type: none"> <li>Adjusted price for fuel for individual locations for month</li> </ul>	Prior to commencement of new calendar month	The Customer Corporate Finance and Supplier
2.	The Customer Corporate Finance creates purchase orders in MIMS for each depot at price for location.	Input: <ul style="list-style-type: none"> <li>Pricing details</li> </ul> Output: <ul style="list-style-type: none"> <li>MIMS Order for each depot</li> </ul>	Prior to commencement of new calendar month	The Customer Corporate Finance
3.	Order details faxed to Supplier	Input: <ul style="list-style-type: none"> <li>Purchase Order raised for each depot</li> </ul> Output: <ul style="list-style-type: none"> <li>Details of orders faxed to Supplier</li> </ul>	Prior to commencement of new calendar month	MIMS processing
4.	Order details print at depots	Input: <ul style="list-style-type: none"> <li>Purchase Order raised for each depot</li> </ul> Output: <ul style="list-style-type: none"> <li>Details of orders print at depots</li> </ul>	Prior to commencement of new calendar month	The Customer Corporate Finance
5.	Depots issue delivery requests to Supplier	Input: <ul style="list-style-type: none"> <li>Requirement for fuel delivery</li> <li>Purchase Order details</li> </ul> Output: <ul style="list-style-type: none"> <li>Contact with Supplier for delivery</li> </ul>	In advance of delivery required, as agreed in contract	Depot Purchasing Officer
	Supplier confirms delivery details	Input: <ul style="list-style-type: none"> <li>Receipt of depot delivery request</li> </ul> Output: <ul style="list-style-type: none"> <li>Depot advised of delivery details</li> </ul>	Following receipt of delivery request	Supplier Delivery
7	Fuel is delivered and receipt of delivery is signed	Input: <ul style="list-style-type: none"> <li>Supplier delivers fuel to depot</li> </ul> Output: Delivery Docket is signed by Depot Receiving Officer	On delivery of fuel to depot	Depot Receiving Officer

STEP	TASK	DETAIL	WHEN	WHO
8	Details of delivery is receipted into MIMS and MIMS order for depot is updated	Input: <ul style="list-style-type: none"> <li>Supplier Delivery Docket details</li> <li>MIMS Order Number</li> </ul> Output: <ul style="list-style-type: none"> <li>MIMS order updated with receipt as partial receipt for order</li> </ul>	Following delivery of fuel to depot	Depot Receiving Officer
9	MIMS creates Recipient Created Tax Invoice (RCTI) in overnight run which is faxed to Supplier	Input: <ul style="list-style-type: none"> <li>Receipted quantity entered into MIMS</li> <li>Order price held in MIMS</li> </ul> Output: <ul style="list-style-type: none"> <li>RCTI, subject to verification</li> <li>RCTI forwarded to Supplier</li> </ul>	Following entry of receipt	MIMS overnight batch processing
10	Supplier receives RCTI and confirms details are correct to The Customer Corporate Finance Accounts Payable	Input: <ul style="list-style-type: none"> <li>RCTI</li> </ul> Output: <ul style="list-style-type: none"> <li>Supplier verified RCTI</li> </ul>	Daily, on receipt of RCTI	Supplier and The Customer Corporate Finance Accounts Payable
11	Corporate Finance (AP) authorises RCTI for payment and RCTI is scheduled for payment	Input: <ul style="list-style-type: none"> <li>Verified RCTI</li> </ul> Output: <ul style="list-style-type: none"> <li>Authorised RCTI</li> </ul>	Daily, on receipt of advice from Supplier	Customer Corporate Finance Accounts Payable
12	EFT Payment is made to Supplier on Due Date and Remittance Advice forwarded to Supplier.	Input: <ul style="list-style-type: none"> <li>Payment made</li> </ul> Output: <ul style="list-style-type: none"> <li>Account paid and advice forwarded</li> </ul>	By payment Due Date	MIMS processing
13	All depot orders for month are closed by The Customer Corporate Finance	Input: <ul style="list-style-type: none"> <li>MIMS order partially receipted</li> <li>Last delivery receipted</li> </ul> Output: <ul style="list-style-type: none"> <li>MIMS order for month closed</li> </ul>	Following receipt of last delivery ordered in month	The Customer Corporate Finance



### APPENDIX 3: RAILCORP SITE DETAILS

#### Railcorp-Facilities with storage

Location	Address	Delivery	No. Tanks	Unit Storage (litres)	Total storage (litres)	Demand FY0708 (litres)	Number Deliveries FY0708	Average Delivery (Litres)
Sydenham	XPT Maintenance Centre, Way St, Sydenham, NSW	Mon to Fri plus Saturday as required.	2	250,000	500,000	10,989,496	336	32,707
Moss Vale	Fuel Depot, Bay St, Moss Vale, NSW	Mon to Fri plus Saturday as required.	1	110,000	110,000	4,314,683	141	30,601
South Grafton	Bent St, South Grafton NSW	Mon to Fri plus Saturday as required.	2	250,000	500,000	3,601,502	96	37,516
Broadmeadow	Endeavour Maintenance Centre, Brown Rd, Broadmeadow NSW	Mon to Fri plus Saturday as required.	1	90,000	90,000	3,446,658	102	33,791
Bomaderry	Meroo St (opposite Tarawara), Bomaderry NSW	Mon to Fri plus Saturday as required.	1	110,000	110,000	1,903,680	57	33,398
Bombo Quarry	Panama Street Bombo NSW	6:30am to 16:30pm, Monday to Friday. (Day must be pre-arranged, Report to weigh-bridge before arrival and departure)	1	20,000	20,000	483,259	34	14,214
Martins Creek Quarry	Douglas St Martins Creek NSW	6:00am to 17:00pm, Monday to Friday. (Day must be pre-arranged, Report to weigh-bridge before arrival and departure)	1	20,000	20,000	452,091	33	13,700
Canberra	Wentworth Avenue, Kingston, ACT	Mon to Fri plus Saturday as required. - Changed from direct locomotive to on-site storage	1	70,000	70,000	272,842	14	19,489
<b>GRAND TOTAL</b>			10	142,000	1,420,000	25,464,211	813	31,321

**Railcorp - Direct to locomotive deliveries**

Location	Address	Delivery	No. Tanks	Unit Storage (litres)	Total storage (litres)	Demand FY0708 (litres)	Number Deliveries FY0708	Average Delivery (Litres)
Broken Hill	Broken Hill Station Blende St Broken Hill NSW	Must have capability to load fuel direct into locomotive and be complaint with relevent safety requirements for direct to locomotive loading of fuel	Nil	Nil	Nil	105,000	53	1,981
Armidale	Armidale Station Brwon Road Armidale NSW		Nil	Nil	Nil	42,000	22	1,909
Moree	Moree Station Gosport Street Moree NSW		Nil	Nil	Nil	27,000	17	1,588
Sydenham	XPT Maintenance Centre, Way St, Sydenham, NSW		Nil	Nil	Nil	10,000	3	3,333

## APPENDIX 4: SYDNEY FERRIES

### Sydney Ferries - Demand

Location	Address	Delivery Times	No. Tanks	Unit Storage (litres)	Total storage (litres)	Demand FY0708 (litres)	Number Deliveries FY0708	Average Delivery (Litres)
Balmain Shipyard	72 Waterview St, Balmain	7.30-10 am Mon-Fri	1	580,000	580,000	6,623,763	36	183,993
Manly Ferries (x4)	Sydney Harbour	As arranged	Freshwater	300,000	300,000	1,451,166	14	103,655
			Collaroy	300,000	300,000	1,435,876	13	110,452
			Queenscliff	180,000	180,000	1,285,156	10	128,516
			Narrabeen	180,000	180,000	228,554	2	114,277
Manly Wharf	Manly Ferry Jetty, Manly	10.30am-2.30pm, Mon-Fri	2	27600	55,200	111,175	26	4,276
<b>GRAND TOTAL</b>			7	227,886	1,595,200	11,135,690	101	110,254

Note: Demand at Manly wharf is anticipated to be removed due to privatisation of the Jetcat services with no substitution across services

## APPENDIX 5: LOCATION AND GEOGRAPHY INFORMATION FOR EACH BID GROUP

### BID GROUP STA - Demand Data- Volume (litres) - Geography by Location

Bid Group		STA				
Rank	Sum of volume	Geography			%	% Cum
	Location	Sydney metro	Newcastle	Grand Total		
1	BROOKVALE	4,213,432		4,213,432	11.7%	12%
2	WILLOUGHBY	3,975,227		3,975,227	11.0%	23%
3	RANDWICK	3,680,514		3,680,514	10.2%	33%
4	RYDE	3,607,178		3,607,178	10.0%	43%
5	BURWOOD	3,376,204		3,376,204	9.3%	52%
6	PORT BOTANY	3,008,663		3,008,663	8.3%	61%
7	KINGSGROVE	2,866,369		2,866,369	7.9%	68%
8	BONDI JUNCTION	2,774,090		2,774,090	7.7%	76%
9	MONA VALE	2,657,518		2,657,518	7.4%	83%
10	HAMILTON		2,446,391	2,446,391	6.8%	90%
11	BELMONT		1,424,717	1,424,717	3.9%	94%
12	NEUTRAL BAY	1,209,325		1,209,325	3.3%	98%
13	LEICHHARDT	891,035		891,035	2.5%	100%
	Grand Total	32,259,555	3,871,108	36,130,663	100.0%	
	%	89.3%	10.7%	100.0%		
	% Cum	89%	100%			

### BID GROUP Railcorp - Demand Data- Volume (litres) - Geography by Location

Bid Group		Railcorp							
Rank	Sum of volume	Geography							
	Location	Sydney metro	Regional-South	Regional-North	Newcastle	Canberra			
1	TEMPE	10,989,496					10,989,496	43.2%	43%
2	MOSS VALE		4,314,683				4,314,683	16.9%	60%
3	GRAFTON			3,601,502			3,601,502	14.1%	74%
4	BROADMEADOW				3,446,658		3,446,658	13.5%	88%
5	BOMADERRY		1,903,680				1,903,680	7.5%	95%
6	BOMBO		483,259				483,259	1.9%	97%
7	MARTINS CREEK			452,091			452,091	1.8%	99%
8	KINGSTON					272,842	272,842	1.1%	100%
	Grand Total	10,989,496	6,701,622	4,053,593	3,446,658	272,842	25,464,211	100.0%	
	%	0.0%	0.0%	0.0%	0.0%	100.0%	100.0%		
	% Cum	0%	0%	0%	0%	100%			

### BID GROUP Ferries- Demand Data- Volume (litres) - Geography by Location

Bid Group		Sydney Ferries			
Rank	Sum of volume	Geography		%	% Cum
	Location	Sydney metro	Grand Total		
1	BALMAIN	6,623,763	6,623,763	59.5%	59%
2	MANLY FERRIES-FRESHWATER	1,451,166	1,451,166	13.0%	73%
3	MANLY FERRIES-COLLAROY	1,435,876	1,435,876	12.9%	85%
4	MANLY FERRIES-QUEENSCLIFF	1,285,156	1,285,156	11.5%	97%
5	MANLY FERRIES-NARRABEEN	228,554	228,554	2.1%	99%
6	MANLY	111,175	111,175	1.0%	100%
	Grand Total	11,135,690	11,135,690	100.0%	
	%		100.0%		
	% Cum		100%		

**BID GROUP Sydney other- Demand Data- Volume (litres) - Geography by Location**

Bid Group		Sydney Other			
Rank	Sum of volume		Geography		
	Location	Sydney metro	Grand Total	%	% Cum
1	ROOTY HILL	1,231,988	1,231,988	11.5%	12%
2	CASTLE HILL	1,203,350	1,203,350	11.2%	23%
3	KIRRAWEE	1,128,804	1,128,804	10.5%	33%
4	BOTANY	821,068	821,068	7.7%	41%
5	AUBURN	697,931	697,931	6.5%	47%
6	KINGSWOOD	558,521	558,521	5.2%	53%
7	WILBERFORCE	472,789	472,789	4.4%	57%
8	ROZELLE	390,800	390,800	3.6%	61%
9	ROSELANDS	369,617	369,617	3.5%	64%
10	PORT BOTANY	365,942	365,942	3.4%	68%
11	ZETLAND	329,815	329,815	3.1%	71%
12	GUILDFORD WEST	302,375	302,375	2.8%	74%
13	WESTMEAD	285,834	285,834	2.7%	76%
14	BALMAIN	226,752	226,752	2.1%	78%
15	BEXLEY	223,140	223,140	2.1%	80%
16	NARELLAN	221,551	221,551	2.1%	82%
17	WATERLOO	221,019	221,019	2.1%	85%
18	PARRAMATTA	148,981	148,981	1.4%	86%
19	WILLOUGHBY	139,572	139,572	1.3%	87%
20	MINTO	136,020	136,020	1.3%	88%
21	CARLTON	130,623	130,623	1.2%	90%
22	PENRITH	100,049	100,049	0.9%	91%
23	BURWOOD	68,746	68,746	0.6%	91%
24	MOSMAN	58,221	58,221	0.5%	92%
25	ROOKWOOD	53,970	53,970	0.5%	92%
26	CARRAMAR	51,801	51,801	0.5%	93%
27	ST IVES	50,149	50,149	0.5%	93%
28	MILLERS POINT	45,799	45,799	0.4%	94%
29	BULLI	42,328	42,328	0.4%	94%
30	SHOOTERS HILL	41,663	41,663	0.4%	95%
31	SUMMER HILL	39,700	39,700	0.4%	95%
32	BLACKTOWN	36,004	36,004	0.3%	95%
33	CAMDEN	32,803	32,803	0.3%	96%
34	WARRINGAH	31,890	31,890	0.3%	96%
35	SYDNEY	31,098	31,098	0.3%	96%
36	MOUNT ANNAN	30,902	30,902	0.3%	96%
37	MOUNT COLAH	30,298	30,298	0.3%	97%
38	WORONORA	29,391	29,391	0.3%	97%
39	FORESTVILLE	28,007	28,007	0.3%	97%
40	MENANGLE	25,500	25,500	0.2%	97%
41	FITZROY FALLS	21,490	21,490	0.2%	98%
42	MOORE PARK	20,700	20,700	0.2%	98%
43	BIRMINGHAM GARDENS	20,529	20,529	0.2%	98%
44	KENTHURST	20,200	20,200	0.2%	98%
45	CENTENNIAL PARK	18,160	18,160	0.2%	98%
46	RIVERVIEW	18,000	18,000	0.2%	99%
47	MOUNT TOMAH	17,730	17,730	0.2%	99%
48	PATONGA	17,714	17,714	0.2%	99%
49	CONCORD	16,807	16,807	0.2%	99%
50	LIVERPOOL	14,600	14,600	0.1%	99%
51	CHATSWOOD	13,461	13,461	0.1%	99%
52	RYDE	9,703	9,703	0.1%	99%
53	BROOKLYN	9,607	9,607	0.1%	99%
54	CROYDON PARK	6,800	6,800	0.1%	100%
55	GREENDALE	6,006	6,006	0.1%	100%
56	PANANIA	5,998	5,998	0.1%	100%
57	NARRABEEN	4,998	4,998	0.0%	100%
58	LONDONDERRY	4,750	4,750	0.0%	100%
59	RIVERSTONE	4,500	4,500	0.0%	100%
60	WINDSOR	4,200	4,200	0.0%	100%
61	DOONSIDE	3,895	3,895	0.0%	100%
62	PARKLEA	2,999	2,999	0.0%	100%
63	KARIONG	2,600	2,600	0.0%	100%
64	EMU PLAINS	2,001	2,001	0.0%	100%
65	LIDCOMBE	1,400	1,400	0.0%	100%
66	MT DRUITT	1,200	1,200	0.0%	100%
67	ST MARYS	1,200	1,200	0.0%	100%
68	CAMPBELLTOWN	1,000	1,000	0.0%	100%
69	DUNDAS	1,000	1,000	0.0%	100%
Grand Total		10,708,059	10,708,059	100.0%	
%		100.0%	100.0%		
% Cum		100%			

# **BID GROUP Regional South- Demand Data- Volume (litres) - Geography by Location**

Bid Group		Regional-South			
Rank	Sum of volume	Geography		%	% Cum
	Location	Regional-South	Grand Total		
1	TUMUT	792,825	792,825	10.4%	10%
2	GOULBURN	658,919	658,919	8.6%	19%
3	FORBES	570,652	570,652	7.5%	26%
4	NARRANDERA	522,983	522,983	6.8%	33%
5	OBERON	422,898	422,898	5.5%	39%
6	YASS	365,874	365,874	4.8%	44%
7	ORANGE	328,070	328,070	4.3%	48%
8	BATLOW	317,580	317,580	4.2%	52%
9	WAGGA WAGGA	312,119	312,119	4.1%	56%
10	ALBURY	302,630	302,630	4.0%	60%
11	LAVINGTON	302,410	302,410	4.0%	64%
12	CROOKWELL	295,176	295,176	3.9%	68%
13	LITHGOW	259,571	259,571	3.4%	71%
14	BLACK SPRINGS	226,912	226,912	3.0%	74%
15	GRENFELL	214,380	214,380	2.8%	77%
16	SHERWOOD	167,568	167,568	2.2%	79%
17	BATHURST	167,285	167,285	2.2%	82%
18	BERRIDALE	155,428	155,428	2.0%	84%
19	QUEANBEYAN	154,149	154,149	2.0%	86%
20	KIAMA	122,616	122,616	1.6%	87%
21	JINDABYNE	114,073	114,073	1.5%	89%
22	PORT KEMBLA	106,712	106,712	1.4%	90%
23	CONDOBOLIN	105,500	105,500	1.4%	91%
24	COOMA	75,980	75,980	1.0%	92%
25	COOTAMUNDRA	66,400	66,400	0.9%	93%
26	WOLLONGONG	55,020	55,020	0.7%	94%
27	MOSS VALE	54,983	54,983	0.7%	95%
28	YANCO	47,050	47,050	0.6%	95%
29	NOWRA	34,990	34,990	0.5%	96%
30	RALEIGH	34,400	34,400	0.5%	96%
31	BOMBALA	25,545	25,545	0.3%	97%
32	MARULAN	22,115	22,115	0.3%	97%
33	LAKE CARGELLIGO	21,800	21,800	0.3%	97%
34	MANNUS VIA TUMBARUMBA	19,550	19,550	0.3%	97%
35	COWRA	19,300	19,300	0.3%	98%
36	TEMORA	18,500	18,500	0.2%	98%
37	PARKES	16,050	16,050	0.2%	98%
38	MUDGE	13,980	13,980	0.2%	98%
39	BONALBO	13,843	13,843	0.2%	99%
40	WARRAWONG	13,540	13,540	0.2%	99%
41	MERIMBULA	10,050	10,050	0.1%	99%
42	VIA MILDURA	9,912	9,912	0.1%	99%
43	YETHOLME	9,145	9,145	0.1%	99%
44	MUTAWINTJI	9,100	9,100	0.1%	99%
45	BOWRAL	7,079	7,079	0.1%	99%
46	YARRANGOBILLY	6,070	6,070	0.1%	99%
47	BOOROWA	6,000	6,000	0.1%	99%
48	BUNGONIA	5,238	5,238	0.1%	100%
49	DARETON	5,000	5,000	0.1%	100%
50	TUMBARUMBA	4,770	4,770	0.1%	100%
51	HOWLONG	4,000	4,000	0.1%	100%
52	HILL END	3,591	3,591	0.0%	100%
53	BORAMBOLA VIA WAGGA WAGGA	3,150	3,150	0.0%	100%
54	BUNGENDORE	2,680	2,680	0.0%	100%
55	EBOR	2,245	2,245	0.0%	100%
56	BERRY	2,200	2,200	0.0%	100%
57	NORTH ALBURY	1,950	1,950	0.0%	100%
58	PERISHER VALLEY	1,790	1,790	0.0%	100%
59	DENILQUIN	1,200	1,200	0.0%	100%
60	MITTAGONG	1,100	1,100	0.0%	100%
Grand Total		7,635,646	7,635,646	100.0%	
% Cum					

# **BID GROUP Regional North- Demand Data- Volume (litres) - Geography by Location**

Bid Group		Regional-North			
Rank	Sum of volume	Geography			
	Location	Regional-North	Grand Total		
1	YAMBA	945,243	945,243	14.1%	14%
2	LISMORE	907,207	907,207	13.6%	28%
3	DUBBO	808,710	808,710	12.1%	40%
4	MOREE	577,902	577,902	8.6%	48%
5	GLEN INNES	504,146	504,146	7.5%	56%
6	MACKSVILLE	451,485	451,485	6.7%	63%
7	GLOUCESTER	377,589	377,589	5.6%	68%
8	SINGLETON	321,329	321,329	4.8%	73%
9	COONABARABRAN	263,939	263,939	3.9%	77%
10	TAMWORTH	198,315	198,315	3.0%	80%
11	QUIRINDI	190,454	190,454	2.8%	83%
12	NARRABRI	100,723	100,723	1.5%	84%
13	BARADINE	90,346	90,346	1.3%	86%
14	URALLA	80,427	80,427	1.2%	87%
15	TRANGIE	60,975	60,975	0.9%	88%
16	GOONELLEBAH	60,119	60,119	0.9%	89%
17	WEE WAA	49,947	49,947	0.7%	89%
18	SPRING RIDGE	48,230	48,230	0.7%	90%
19	BINGARA	47,451	47,451	0.7%	91%
20	GUNNEDAH	45,373	45,373	0.7%	92%
21	WALCHA	41,625	41,625	0.6%	92%
22	WARIALDA	36,994	36,994	0.6%	93%
23	MANILLA	35,055	35,055	0.5%	93%
24	INVERELL	30,654	30,654	0.5%	94%
25	BALLINA	29,773	29,773	0.4%	94%
26	WOLLONGBAR	27,999	27,999	0.4%	95%
27	ARMIDALE	24,400	24,400	0.4%	95%
28	SCONE	22,500	22,500	0.3%	95%
29	TOTTENHAM	20,650	20,650	0.3%	96%
30	SOUTH TAMWORTH	20,250	20,250	0.3%	96%
31	KEMPSEY	20,000	20,000	0.3%	96%
32	BARRACK HEIGHTS	18,760	18,760	0.3%	96%
33	MUSWELLBROOK	18,050	18,050	0.3%	97%
34	RUTHERFORD	18,008	18,008	0.3%	97%
35	CALALA	17,500	17,500	0.3%	97%
36	TRUNDLE	15,750	15,750	0.2%	98%
37	VIA COONABARABRAN	15,395	15,395	0.2%	98%
38	GRAFTON	15,173	15,173	0.2%	98%
39	BROKEN HILL	14,439	14,439	0.2%	98%
40	MACLEAN	11,050	11,050	0.2%	98%
41	GOL GOL	9,626	9,626	0.1%	98%
42	ASHFORD	9,136	9,136	0.1%	99%
43	TENTERFIELD	9,000	9,000	0.1%	99%
44	ALSTONVILLE	8,100	8,100	0.1%	99%
45	VIA SCONE	8,000	8,000	0.1%	99%
46	BELLINGEN	7,087	7,087	0.1%	99%
47	BREEZA	6,490	6,490	0.1%	99%
48	GILGANDRA	5,301	5,301	0.1%	99%
49	BLACK HILL	5,100	5,100	0.1%	99%
50	QUAMBONE	5,000	5,000	0.1%	99%
51	NIMBIN	4,000	4,000	0.1%	100%
52	BLAYNEY	3,840	3,840	0.1%	100%
53	COBAR	3,619	3,619	0.1%	100%
54	LAKE KEEPIT	3,500	3,500	0.1%	100%
55	RYLSTONE	3,100	3,100	0.0%	100%
56	WOOLGOOLGA	3,282	3,282	0.0%	100%
57	WHITE CLIFFS	3,000	3,000	0.0%	100%
58	TAREE	2,725	2,725	0.0%	100%
59	MERRIWA	2,500	2,500	0.0%	100%
60	SOUTH WEST ROCKS	2,500	2,500	0.0%	100%
61	HANWOOD	2,400	2,400	0.0%	100%
62	CASINO	1,200	1,200	0.0%	100%
63	MUSWELBROOK	600	600	0.0%	100%
64	GLENN INNES	585	585	0.0%	100%
65	SOUTH GRAFTON	520	520	0.0%	100%
Grand Total		6,694,146	6,694,146	100.0%	

## BID GROUP Canberra - Demand Data- Volume (litres) - Geography by Location

Bid Group		Canberra			
Rank	Sum of volume		Geography		% Cum
	Location	Canberra	Grand Total	%	
	1	CANBERRA	6,415,803	6,415,803	100.0%
		Grand Total	6,415,803	6,415,803	100.0%
		%	100.0%		
	% Cum		100%		

## BID GROUP Newcastle - Demand Data- Volume (litres) - Geography by Location

Bid Group		Newcastle			
Rank	Sum of volume		Geography		% Cum
	Location	Newcastle	Grand Total	%	
1	BOOLAROO	2,003,592	2,003,592	33.5%	33%
2	CHARMHAVEN	900,212	900,212	15.1%	49%
3	ERINA	862,247	862,247	14.4%	63%
4	RAYMOND TERRACE	523,029	523,029	8.7%	72%
5	LONG JETTY	475,877	475,877	8.0%	80%
6	WOY WOY	255,192	255,192	4.3%	84%
7	WALLERAWANG	237,666	237,666	4.0%	88%
8	NELSON BAY	199,570	199,570	3.3%	91%
9	MAITLAND	179,595	179,595	3.0%	94%
10	STOCKTON	73,332	73,332	1.2%	95%
11	POINT CLARE	66,203	66,203	1.1%	97%
12	PATERSON	60,398	60,398	1.0%	98%
13	BATEAU BAY	50,214	50,214	0.8%	98%
14	PELICAN VIA BLACKSMITHS	29,426	29,426	0.5%	99%
15	TAYLORS BEACH	16,013	16,013	0.3%	99%
16	TEA GARDENS	15,857	15,857	0.3%	99%
17	TORONTO	14,002	14,002	0.2%	100%
18	CESSNOCK	12,411	12,411	0.2%	100%
19	NARARA	2,002	2,002	0.0%	100%
20	SOMERSBY	1,996	1,996	0.0%	100%
21	DORA CREEK	1,200	1,200	0.0%	100%
22	WALLSEND	880	880	0.0%	100%
23	BOORAGUL	200	200	0.0%	100%
	Grand Total	5,981,115	5,981,115	100.0%	
	% Cum		100%		
	% Cum		100%		



### BID GROUP Miscellaneous - Demand Data- Volume (litres) - Geography by Location

Sum of volume		Geography			
Product	Location	Regional-South	Regional-North	Newcastle	Grand Total
Heating Oil	TUMUT	51,870			51,870
	JINDABYNE	42,800			42,800
	QUEANBEYAN	32,551			32,551
	BERRIDALE	31,870			31,870
	BATLOW	24,700			24,700
	COOMA	13,795			13,795
	BOMBALA	9,125			9,125
	YARRANGOBILLY	6,070			6,070
	PERISHER VALLEY	1,790			1,790
	TUMBARUMBA	1,180			1,180
	MERIMBULA	0			0
Heating Oil Total		215,751			215,751
Kerosene	TUMUT	1,200			1,200
	BERRIDALE	320			320
	BOOLAROO			600	600
	MOREE		2,000		2,000
	NARRANDERA	1,200			1,200
	RYLSTONE		200		200
	STOCKTON			1,000	1,000
Kerosene Total		2,720	2,200	1,600	6,520
Grand Total		218,471	2,200	1,600	222,271