



New South Wales Government

Transport for NSW

**Prequalification Scheme:
Rolling Stock Engineering and Specialist Services**

Scheme Conditions

July 2017

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Category Manager – Professional Services

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SCHEME CONDITIONS - ROLLING STOCK ENGINEERING AND SPECIALIST SERVICES SCHEME (RSESS)

1 DEFINITIONS and INTERPRETATIONS

Agency includes NSW Government sector agencies including departments, statutory authorities, statutory corporations and government business enterprises.

Applicant means a person who has submitted an Application for admission to the Scheme.

Application means an online application submitted for admission to the Scheme in the form prescribed in Schedule 1.

Assessment Body means the entities appointed by Sydney Trains to determine the eligibility of Service Providers to be admitted to the Scheme.

Confidential Information means any information and all other knowledge at any time disclosed (whether in writing or orally) to the Service Provider by the Agency, or acquired by the Service Provider in performing the Services which:

- a) is by its nature confidential;
- b) is designated, or marked, or stipulated as confidential;
- c) the Service Provider knows or reasonably should know is confidential; and includes but is in no way limited to:
 - (i) the Contract Material;
 - (ii) the Agency's Material;
 - (iii) any material which relates to the affairs of a third party;

but does not include information which:

- a) must be disclosed to perform the Services;
- b) is or becomes public knowledge other than by breach of this Agreement;
- c) is in the lawful possession of the Service Provider without restriction in relation to disclosure before the date of receipt of the information from the Agency or a third party; or
- d) is required to be disclosed pursuant to law or any legal process.

DFSI means the NSW Department of Finance, Services and Innovation, unless otherwise specified.

Performance Report means a report submitted in accordance with clause 15.

Service Provider means an organisation who has applied for, and been granted admission to, the Scheme by the Assessment Body.

Scheme means the *Prequalification Scheme: Rolling Stock Engineering and Specialist Services* administered by the Department of Finance, Services and Innovation, NSW Procurement.

2 SCHEME USAGE

- 2.1 The following organisations are entitled to use the Scheme:
- a) NSW Government Agencies and state owned corporations
 - b) Local or federal government entities; and
 - c) Not for profit organisations, as approved by DFSI in its absolute discretion.

3 CONFIDENTIALITY

- 3.1 Confidential information submitted with an Application will be treated as confidential by NSW Government agencies unless otherwise required by law.
- 3.2 Information submitted with an Application may be subject to investigation, reference checking, searches, interview, enquiries, and confirmation and Applicants and Services Providers are deemed to have authorised any such action.

4 PROCUREMENT POLICY FRAMEWORK, CODES AND STANDARDS

- 4.1 Service Providers must adhere to the NSW Government ***Goods and Services Procurement Policy Framework for NSW Government Agencies*** ('Procurement Policy') at all times.
- 4.2 Any breach of the NSW Government ***Goods and Services Procurement Policy Framework for NSW Government Agencies*** ('Procurement Policy') may result in the termination of an engagement and/or removal from the Scheme.
- 4.3 Applicant and Service Providers must (and must ensure that each of their Personnel) inform themselves of, and comply with:
- a) all of the Principal's and Transport for NSW's policies, codes and standards when engaged by Transport for NSW, copies of which are available at: www.transport.nsw.gov.au/sydneytrains (Codes of Conduct); and
 - b) the New South Wales Government **Code of Practice for Procurement**, a copy of which is available at www.procurepoint.nsw.gov.au (Code of Practice).

The Principal may apply commercial sanctions against any Applicant or Service Provider that breaches the Codes of Conduct or Code of Practice, in addition to any contractual or legal rights it may have.

The Principal may refer any breach of the Codes of Conduct or Code of Practice by any Applicant to the NSW Procurement Board, which could result in government wide sanctions being imposed against the Applicant or Service Provider.

The Principal requires the highest standards of ethical behaviour and fair dealing from Applicants and those with whom it contracts. Applicants may discuss confidentially any issues relating to unethical or corrupt conduct relating to an engagement with Transport for NSW with the Transports Corruption Prevention Unit (telephone 1800 629 826).

Applicants and Service Providers must not engage in collusive behaviour, anti-competitive conduct or any similar conduct with another Applicant or Service Provider or any other person in relation to the procurement process, including that Applicants and Service Providers must not:

- a) enter into any contract, arrangement or understanding for the purpose of, or one of the purposes being that, in the event that the Applicant or Service Provider is the preferred Applicant or Service Provider, they will pay or provide to any unsuccessful Applicant or Service Provider or any other person money or any benefits or fulfil any undertaking which is a consequence of any collusive circumstance in relation to a Tender or any contract resulting from the Tender;
- b) have any knowledge of the rates or prices of any other Applicant or Service Provider prior to submitting its Tender, nor disclose to any competing Applicant or Service Provider the rates or prices in its Tender; or
- c) deliberately set the rates and prices in their Tender in order to enhance the price of any other Applicant or Service Providers Tender.

Applicants must disclose any personal relationships or associations between the Principal and its staff and any office holder or senior manager of the Applicant in its Tender.

Applicants should note that a person:

- a) adversely named by the Independent Commission Against Corruption (ICAC);
- b) under investigation by the ICAC; or
- c) whose behaviour or actions (regardless of whether or not such is in relation to this RFT), in the Principal's opinion, might reflect badly on the Principal, Transport for NSW or the State of New South Wales,

is prohibited from performing any work for the Principal in any capacity including directly as an employee, contractor or subcontractor or as an employee of a contractor or subcontractor.

5 APPLICATIONS FOR PREQUALIFICATION

5.1 Applications must be complete and in the form prescribed in Schedule 1.

5.2 Applications must be delivered in accordance with the delivery instructions set out in the form prescribed in Schedule 1.

- 5.3** Only those Applications which fully satisfy all requirements set out in these Scheme Conditions and the online Service Provider application form available via Schedule 1 will be considered by the Assessment Body.
- 5.4** Applicants agree that, if prequalified under the Scheme, the terms and conditions of any engagement made under the Scheme will be those of the Standard Form of Agreement – Terms and Conditions attached to these Scheme Conditions and
- a) For engagements up to \$250K agrees that it is not necessary to sign the Standard Form of Agreement – Terms and Conditions for each or any engagement; instead, parties will complete a form of Agreement Details in respect of each engagement.
- 5.5** The details of scope of work, fees and other requirements for the engagement will be set out within Standard Form of Agreement - Agreement Details between the parties. Where the parties want to sign a document, the parties may sign the Agreement Details.
- 5.6** The Applicant or Service Provider acknowledges that, in order to conduct business with Transport for NSW, the Applicant or Service Provider will need to be registered on Ariba. The Applicant is responsible for all costs it incurs arising out of registration on Ariba and the Applicant is not entitled to make, and the Principal will not be liable upon, any claim in respect of such costs.

6 HOURLY RATES

- 6.1** The range of rates specified in an Application shall remain firm for an initial 24 month period. At that time, an application may be made by a Service Provider to update the hourly rates specified in an Application.
- 6.2** The rates shall include all costs of the Applicant excluding subsistence and travel costs outside the Sydney Metropolitan Area and/or from Interstate and including employee related costs, data processing, the provision of personal computers, any other tools or equipment required in the provision of Services, and travel costs within the Sydney metropolitan area (except if the Service Provider is from Interstate).
- 6.3** Subsistence and travel expenses outside the Sydney metropolitan area and/or where the Service Provider is from Interstate are to be charged at actual cost, or at the rates specified under the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006*, whichever is the lesser.
- 6.4** The hourly rates specified in an Application will be taken into account by the Assessment Body in selecting applicants for admission into the Scheme. Agencies may take the hourly rates specified in an Application into account when selecting a Service Provider for work.

- 6.5** The fees to be charged for each individual engagement for which the Service Provider is selected shall be agreed between the Service Provider and the Agency. The Agency may negotiate rates with the Service Provider.

7 PREQUALIFICATION PROCESS

- 7.1** Applications may be made at any time during the life of the Scheme.
- 7.2** Applications include new applications, or applications by existing Scheme members for additional capabilities and/or the removal of limitations. Applications will be assessed periodically at the discretion of the Assessment Body.
- 7.3** The Assessment Body will only assess applications submitted in the form described at Schedule 1 and in accordance with these Scheme Conditions.
- 7.4** The Assessment Body will assess an application and advise the applicant of the outcome. The Assessment Body may investigate an application as per Clause 3.2.

8 EVALUATION CRITERIA

- 8.1** Applications will be assessed according to the following evaluation criteria:
- a) demonstrated capability and experience in the capabilities applied for
 - b) relevant licenses for the capabilities applied for (if applicable)
 - c) demonstrated capability, including quality management and commercial rates and prices, insurances and other resources
 - d) financial capacity
 - e) compliance to probity and ethics requirements.

9 NOTIFICATION OF OUTCOME

- 9.1** The Assessment Body may accept, accept with limitations or reject an application. Applicants will be notified via email by Sydney Trains.

10 REQUEST FOR REVIEW OF THE DECISION

- 10.1** Should an Applicant believe there are substantive grounds for Sydney Trains to reconsider their decision not to admit the Applicant to the Scheme; the Applicant may request a review of the decision via a formal email (with a valid email signature) describing the challenge to the decision can be sent to tenderinfo@transport.nsw.gov.au.

11 SPECIAL REQUIREMENTS

- 11.1** Membership of the panel to be formed under the Scheme is subject to the following conditions:
- a) For each individual engagement for which the Service Provider is selected, the Service Provider shall, subject to Clause 5.4, enter into an agreement comprised of the Standard Form of Agreement – Terms and Conditions. The parties will complete the Agreement Details for each individual engagement, including fees to be charged for each individual engagement.
 - b) The Service Provider may be required to meet with Sydney Trains at no charge on a few occasions each year, to discuss relevant matters.

12 SERVICE PROVIDER REPORTING OBLIGATIONS

- 12.1** Service Providers must immediately notify Sydney Trains of any significant change in their financial capacity, capability, ownership status or contact details by sending formal email to TSS.Bidder@transport.nsw.gov.au. Email notifications must contain a valid email signature and describe the changes and any associated issues.
- 12.2** Service Providers must ensure that all relevant insurances are maintained. Service providers should update their on-line application with the new dates at each renewal period.
- 12.3** Service Providers specified by Sydney Trains will be required to submit a Report of Engagements to Sydney Trains and Agency every six months.
- a) The Report of Engagements will contain engagements undertaken during the six months ending 30th June and the six months ending 31st December each year. The Report of Engagements must be submitted within six weeks of the end of each reporting period.
 - b) Data must be provided within the Service Providers data collection template, available via the ProcurePoint website:
<https://www.procurepoint.nsw.gov.au/>
- 12.4** Information contained within the Report of Engagements may be shared between NSW Government entities.

12.5 Service providers agree to produce any additional reports or provide additional information requested by Sydney Trains related to an engagement undertaken under the Scheme, as required.

12.6 Additional Performance Reporting requirements may be implemented by the Agency as specified in the Standard Form of Agreement – Terms and Conditions.

12.7 Vendor Management System

12.7.1 Agencies may implement a Vendor Management System (VMS) in relation to the engagement of Service Providers. It is anticipated that the VMS selected will be accessed via the internet by both Agency and the Service Provider. All Service Providers on this Scheme agree to work with the VMS at no additional cost to the Customer. All service providers agree to accept recipient created tax invoices (RCTI)

12.8 Managed Service Provider

12.8.1 Agencies may propose to implement a panel of Managed Service Providers (MSP) arrangement. All service providers agree to work with the MSP where requested by the Agency at no additional cost to the Agency.

12.8.2 If the service provider is successfully engaged as a MSP by an Agency, the service provider must agree to transition any and all engagements from that agency prior to commencing as the MSP for that agency.

13 AGENCY PERFORMANCE MONITORING OBLIGATIONS

13.1 Monitoring performance and ensuring compliance with the Scheme is the responsibility of the Agency.

13.2 An Agency must submit a Performance Report in the form prescribed by Schedule 2 – Performance Report template to Sydney Trains where:

- a) the performance of, and the services provided by, the Service Provider are considered by the Agency to be unsatisfactory; or
- b) where the total value of the relevant engagement is more than \$250,000 (including GST). This includes any role on engagements that as a total is more than \$250,000.

13.3 A Performance Report is to be submitted:

- a) at the completion or termination of the relevant engagement; or
- b) when a critical aspect of performance is unsatisfactory.

14 PERFORMANCE REPORTING BEHAVIOUR

14.1 Service Provider performance monitoring and reporting shall be conducted in accordance with the following principles:

- a) the mutual objective of contracting parties to achieve continuous performance improvement;
- b) the utilisation of performance reporting as a tool to facilitate the identification and resolution of project issues;
- c) open, proactive and objective performance monitoring and periodic formal reporting by the representatives of both parties to an engagement;
- d) performance reporting becoming the responsibility of both parties;
- e) performance being on the agenda at regular formal contract meetings;
- f) performance issues being promptly addressed by the parties concerned;
- g) performance issues being discussed openly with the Service Provider to ensure that concerns (such as dissatisfaction with performance) do not come as a surprise when subsequently documented in the relevant Performance Report;
- h) objective statements or documents consistent with and supporting the performance rating should be used to provide the basis for the ratings recorded in a performance report; and
- i) the assessment of the performance of the Service Provider should take account of individual behaviour when necessary to highlight performance problems for resolution; and
- j) a proactive approach to initiating and encouraging communication by either party to discuss performance and performance reporting matters, including making arrangements for formal performance reporting consultation meetings.

15 PERFORMANCE REPORTING PROCESS

15.1 The Agency will be responsible for the submission of Performance Reports.

15.2 When a Performance Report is prepared, the Agency shall:

- a) provide a copy of the Performance Report to the Service Provider; and
- b) forward the original to TSS.Bidder@transport.nsw.gov.au

15.3 If the Service Provider disagrees with the Performance Report, the Agency and the Service Provider must attempt to resolve the disagreement in the first instance. Following an unsuccessful attempt to resolve a disagreement, the Service Provider may refer the Performance Report, with written reasons for the disagreement, to the contact officer Sydney Trains.

Transport for NSW

Prequalification Scheme: Rolling Stock Engineering and Specialist Services

Sydney Trains

GFW 36-48 George St

Burwood NSW 2134

Alternatively, send a formal email to TSS.Bidder@transport.nsw.gov.au. This must contain a valid email signature with written reasons for the disagreement.

15.4 The contact officer Sydney Trains will:

- a) arrange a meeting between Service Provider and the Agency to discuss and consider the Performance Report and reasons;
- b) determine the disagreement in consultation with Sydney Trains;
- c) if necessary, amend the Performance Report;
- d) notify the Service Provider of its decision; and
- e) where the Performance Report is amended, enter the amended Performance Report information into Sydney Trains databases.

16 PERFORMANCE MANAGEMENT

16.1 Monitoring and ensuring compliance in respect of each engagement under the Scheme is the responsibility of the agency and agency head.

16.2 Sydney Trains will manage the performance of Service Providers by:

- a) applying sanctions, such as temporary suspension from the Scheme, where performance is deemed unsatisfactory;
- b) revoking a Service Provider's admission to the Scheme, following due consideration of the circumstances, where performance is determined to be unsatisfactory; and
- c) providing the opportunity for a Service Provider to request a review of the decisions referred in Clauses 16.2a and 16.2b above.

17 UPGRADING OF PREQUALIFICATION

17.1 Sydney Trains may upgrade a Service Provider's status under the Scheme to include additional work capabilities where:

- a) the Service Provider has submitted an application in the form described at Schedule 1 for such an upgrade, including documentation and other material in support of its request.

18 DOWNGRADING OF PREQUALIFICATION

18.1 Sydney Trains may downgrade a Service Provider's status under the Scheme if Sydney Trains considers that a Service Provider has:

- a) not complied with the Scheme Conditions; or
- b) demonstrated unsatisfactory tendering performance, for example, by declining tendering opportunities without providing valid reasons, accepting a tendering

opportunity but not lodging a tender, lodging late tenders or lodging uncompetitive tenders; or

- c) experienced an adverse change in capacity; or
- d) experienced an adverse change in business status.

18.2 Before the status of a Service Provider is downgraded under clause 18.1, Sydney Trains will advise the Service Provider of the matters prompting the downgrade and will give the Service Provider the opportunity to provide reasons as to why the downgrade should not occur.

19 **TEMPORARY SUSPENSION**

19.1 Sydney Trains may suspend a Service Provider from the Scheme for up to three (3) months if Sydney Trains considers that the Service Provider has:

- a) not complied with the Scheme Conditions; or
- b) demonstrated unsatisfactory performance.

19.2 Sydney Trains will advise the Service Provider of the reasons for the suspension and of any actions by the Service Provider required to lift the suspension. A Service Provider that has been suspended from the Scheme must inform Sydney Trains if and when the actions required to lift the suspension have been undertaken.

19.3 Sydney Trains will regularly review the status of Service Providers who have been suspended under Clause 18. If the action taken by the Service Provider is considered by Sydney Trains to be insufficient, the suspension period may be extended and the Service Provider will be notified accordingly. Sydney Trains may revoke the suspension if it is satisfied that the Service Provider has taken appropriate action to address the reasons for the suspension.

20 **REMOVAL FROM THE SCHEME**

20.1 Sydney Trains may revoke a Service Provider's admission to the Scheme if Sydney Trains considers that a Service Provider has:

- a) breached the Scheme Conditions; or
- b) failed to meet applicable financial requirements; or
- c) been the subject of substantiated reports of unsatisfactory performance for other NSW Government agencies; or
- d) been determined by the Assessment Body as not suitable for future work;
- e) provided unsatisfactory tendering performance with tenders under the Scheme; or
- f) experienced an adverse change in capacity or capability; or
- g) experienced an adverse change in business status; or

- h) failed to promptly and adequately address the reasons for a temporary suspension from the Scheme under clause 19; or
- i) been convicted of a breach of its obligations under work health and safety legislation or environmental protection legislation; or
- j) otherwise failed to meet the standards required of the Scheme in terms of its project outcomes, business management systems, client satisfaction and ethical business practices.

20.2 Before a Service Provider's admission to the Scheme is revoked under clause 20.1, Sydney Trains will advise the Service Provider of the matters prompting the proposed action and will give the Service Provider the opportunity to provide reasons as to why the revocation should not occur.

21 REQUEST FOR REVIEW OF SYDNEY TRAINS DECISION

21.1 Where a Service Provider considers that there are substantive grounds for Sydney Trains to reconsider its decisions under clauses 18, 19 and 20, the Service Provider may request a review of the decision by writing, providing full details of the reasons for the request for review to:

Sydney Trains

Strategic Procurement – Category Manager Rolling Stock

Prequalification Scheme: Rolling Stock Engineering and Specialist Services

GFW 36-48 George St

Burwood NSW 2134

21.2 Sydney Trains will inform the Service Provider of the outcome of the review.

22 PUBLICITY

22.1 Service Providers must not advertise, promote or publicise in any form their admission to the Scheme without the written consent of Sydney Trains.

23 APPLICANT'S ACKNOWLEDGMENT

23.1 In applying for membership, the Applicant agrees that it accepts the Scheme Conditions.

24 DISCLAIMER

24.1 Sydney Trains and the Assessment Body reserve the absolute discretion to:

- a) accept an Application with or without limitations and/or conditions;
- b) reject an Application;
- c) suspend a Service Provider's admission to the Scheme; and

- d) revoke a Service Provider's admission to the Scheme.

24.2 Sydney Trains will not be held liable for any costs or damages incurred by the Service Provider in the exercise of such discretion.

25 PREQUALIFICATION NO GUARANTEE OF WORK

25.1 The receipt of prequalification by a Service Provider does not guarantee:

- a) continuity of the prequalification during the duration of the Scheme;
- b) receipt of opportunities to tender; or
- c) that engagements or work of any kind or quantity will be offered.

26 REVIEW AND DEVELOPMENT OF THE SCHEME

26.1 The Scheme will be monitored by Sydney Trains to assess whether the objectives and intent of the Scheme are being met. Modifications may be made at Sydney Trains discretion during the life of the Scheme.

STANDARD FORM OF AGREEMENT - Terms and Conditions

PREQUALIFICATION SCHEME: ROLLING STOCK ENGINEERING AND SPECIALIST SERVICES

The Terms and Conditions will include Rolling Stock Engineering and Specialist Services Standing Offer Deed and the relevant contract terms shown below depending on the category and capability area.

- 1) Rolling Stock Engineering and Specialist Services Standing Offer Deed and
 - a) Rolling Stock System Trials and Minor Asset Works
 - i) Trial Agreement
 - ii) Supply of Goods and Services
 - b) Rolling Stock System Design
 - i) Professional Services
 - c) Specialist Engineering & System Assurance
 - i) Professional Services
 - d) Engineering - Asset Support Services
 - i) Professional Services

- 1) Standing Offer Deed

[Sydney Trains Template Standing Offer Deed](#)

- a) Trial Agreement

[Sydney Trains Template Trial Contract \(Refer Attached !\[\]\(17acf1afa8cdf0b67c53d4865a5ed469_img.jpg\)](#))

- b) Goods and / or Services Contract

[Sydney Trains Template Goods and/or Services Contract](#)

- c) Professional Services

[Sydney Trains Template Professional Services Contract](#)

- d) Generic Appendix

[Sydney Trains Generic Appendix](#) (common to all stand-alone contracts and the Standing Offer Deed)

<https://www.transport.nsw.gov.au/about-us/who-we-are/sydney-trains/strategic-procurement/suite-of-tendering-and-contracting>

STANDARD FORM OF AGREEMENT - Agreement Details

Prequalification Scheme: Rolling Stock Engineering and Specialist Services.

Guide Note:

Where the Service Provider is a company, the full legal entity name of the company should be used.

Where the Service Provider is an unincorporated partnership, the partnership name can be used. The Rules of Court in each Australian jurisdiction now state that a partnership can be sued in the firm's name.

A business (trading) name is not a legal entity and must not, by itself, be used as the name for the Service Provider.

The name(s) of the owner(s) of the business name should be inserted as follows:

"[insert name of first owner] of [insert address of first owner], [insert name of second owner] of [insert address of second owner] and [insert name of third owner] and [insert address of third owner] trading under the business name "[insert business name]"

Where the Service Provider is a 'consortium' of legal entities, the names of each separate legal entity should be used. Parties to the engagement may sign the Agreement Details at the base of this document.

Principal

{insert department /agency/business enterprise (if business enterprise is not a legal entity)} acting for and on behalf of the Crown in right of the State of New South Wales} or {[insert name of statutory authority, statutory corporation or business enterprise (if business enterprise is a separate legal entity)]} of [insert address] ABN []

Service Provider

insert name of Service Provider [of [insert address] ABN []

Clause 1 Definitions and interpretation	
1.	<p>Contract - Other documents forming part of the Contract (Clause 1.1)</p> <p><i>[List any other Contract documents]</i> (If nothing is specified, nil)</p>
2.	<p>Contract Price: (Clause 1.1)</p> <p><i>[Insert lump sum if applicable or insert 'Calculated in accordance with Schedule 2]</i></p> <p>(Where the Contract Price is not a lump sum, the Contract Price is calculated in accordance with Schedule 2)</p>
3.	<p>Contractor's Representative: (Clause 1.1)</p> <p>Name: <i>[insert]</i> Address: <i>[insert]</i> Fax: <i>[insert]</i> Email: <i>[insert]</i></p>

4.	Date for Delivery: (Clause 1.1)	Where there are no Separable Portions, for the Goods is: <i>[insert]</i> Where there are Separable Portions, for each Separable Portion is: Separable Portion Date for Delivery <i>[insert]</i> <i>[insert]</i> <i>[insert]</i> <i>[insert]</i>
5.	Defects Liability Period: (Clause 1.1)	<i>[insert]</i> (12 months unless otherwise stated).
6.	Principal's Representative: (Clause 1.1)	Name: <i>[insert]</i> Address: <i>[insert]</i> Fax: <i>[insert]</i> Email: <i>[insert]</i>
7.	Separable Portions: (Clause 1.1)	<i>[Describe each Separable Portion of the Goods and/or the Services]</i> (Where a Standing Offer Deed exists, as per the Purchase Order)
8.	Standing Offer Deed: (Clause 1.1)	<i>[Insert reference to standing offer deed if applicable, or insert 'Not Applicable'.]</i>
9.	Term of Services (Clause 1.1)	<i>[Insert term of Contract in relation to Services - for how long or until when the Services must be carried out. eg. 12 months from Date of Acceptance. Specify when the Term of Services starts and ends.]</i> (Only applicable if Services are being provided) (Where a Standing Offer Deed exists, as per the Purchase Order)
Clause 2- Parties' obligations		
10.	Extension of Term of Services: (Clause 2.3)	<i>[insert]</i> (If no period is specified, 12 months)
11.	Escalation of rates for extension: (Clause 2.3(b))	<i>[insert]%</i> (If nothing is specified, 0%)
12.	Frequency of KPI reporting and times at which Principal and Contractor to meet: (Clause 2.4)	<i>[Insert how frequently in months/days the Contractor must produce a KPI Performance Report]</i> <i>[Insert how frequently in months/days the Principal and the Contractor must meet to review the Contractor's performance]</i> (If nothing is specified, the Contractor must provide a KPI Performance Report at the end of each month and the Principal and the Contractor will meet every 3 months, unless otherwise agreed in writing by the Principal.)

	Clause 4 - Security	
13.	Security to be provided by the Contractor: (Clause 4.1)	Applies: <i>[yes / no]</i> <i>[Select yes if the Contractor is required to provide security]</i> (Where a Standing Offer Deed exists, as per the Purchase Order)
14.	Is a parent company guarantee required?: (Clause 4.6)	<i>[Yes/No]</i> If Yes, the parent company guarantee is to be provided by: <i>[Insert details]</i>
	Clause 5 - Risks and insurance	
15.	Insurance policies required to be effected by the Principal: (Clause 5.4)	<i>[insert]</i> (None, unless otherwise stated)
16.	Insurance policies required to be effected by the Contractor: (Clause 5.5(a) or 5.2)	<p>Goods Insurance</p> <p>In respect of the property insurance, the amount of cover is the replacement value of the Goods.</p> <p>In respect of the marine transit insurance, the amount of cover is 110% of the replacement value of the Goods.</p> <p>Public Liability Insurance</p> <p>Amount of Cover is either:</p> <ul style="list-style-type: none"> a) \$20 million; or b) if the Contractor's Activities involve work in a non-live rail corridor - \$50 million; or c) if the Contractor's Activities involve work in a live rail corridor - \$250 million, <p>in respect of any one occurrence.</p> <p>Minimum deductible: <i>[\$insert]</i></p> <p>Product Liability Insurance</p> <p>Amount of Cover: \$20 million in respect of any one occurrence.</p> <p>Minimum deductible: <i>[\$insert]</i></p> <p>Workers Compensation Insurance</p> <p>Amount of Cover: The maximum amount required by Law</p> <p>Minimum deductible: Not applicable</p> <p>Motor Vehicle Insurance</p>

		Amount of Cover: Combined limit of not less than \$20 million Professional Indemnity Insurance Amount of Cover: <i>[\$insert]</i> (If no amount is specified, not required) Minimum deductible: <i>[\$insert]</i>									
	Clause 8 - Manufacture and production										
17.	Existing Approvals and other Approvals which the Principal is to obtain: (Clause 8.3(c))	Environment Protection Licence <i>[Insert any other Approvals that will be obtained by the Principal e.g. a planning approval]</i>									
18.	Pre-Approved Subcontractors (Clause 8.5(b))	Subcontractor	Part of the Contractor's Activities								
		<i>[insert]</i>	<i>[insert]</i>								
		<i>[insert]</i>	<i>[insert]</i>								
19.	ASA Authorisation (Clause 8.11)	Do the Contractor's Activities include the Asset Lifecycle of a NSW Rail Asset? <i>[Yes / No]</i> <i>[The Contractor is the AEO and the Contractor's ASA Authorisation applies OR The Principal is the AEO and the Principal's ASA Authorisation applies]</i>									
20.	Accredited person (Clause 8.13))	<i>[Insert who holds the rail safety accreditation relevant to the Contractor's Activities e.g. the Principal or the Contractor]</i>									
	Clause 10 - Time										
21.	Cap on delay costs (Clause 10.11)	<i>[\$insert]</i> per day <i>[insert]</i> % of the Contract Price in the aggregate (If no amount is specified, 10% of the Contract Price in the aggregate)									
	Clause 13 - Delivery and Acceptance										
22.	Liquidated damages payable by Contractor for delay in achieving Acceptance after the Date for Delivery: (Clause 13.11)	Where there are no Separable Portions, for the Goods is: <i>[\$insert]</i> per day Where there are Separable Portions, for each Separable Portion is: <table border="1"> <thead> <tr> <th>Separable Portion</th> <th>Liquidated damages</th> </tr> </thead> <tbody> <tr> <td><i>[insert]</i></td> <td><i>[\$insert]</i> per day</td> </tr> <tr> <td><i>[insert]</i></td> <td><i>[\$insert]</i> per day</td> </tr> <tr> <td colspan="2">.....</td> </tr> </tbody> </table>		Separable Portion	Liquidated damages	<i>[insert]</i>	<i>[\$insert]</i> per day	<i>[insert]</i>	<i>[\$insert]</i> per day	
Separable Portion	Liquidated damages										
<i>[insert]</i>	<i>[\$insert]</i> per day										
<i>[insert]</i>	<i>[\$insert]</i> per day										
.....											
23.	Cap on liquidated damages: (Clause 13.13)	10% of the Contract Price									
	Clause 17 - Limitation of liability										

24.	Limitation of liability (Contractor): (Clause 17(a)(ii))	An amount equal to: <ul style="list-style-type: none"> a) the Contract Price as adjusted from time to time, including on account of any Variations; plus b) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract, including any delay costs under clause 10.11 and any suspension costs under clause 10.12.
25.	Limitation of liability (Principal): (Clause 17(g))	An amount equal to : <ul style="list-style-type: none"> a) the Contract Price as adjusted from time to time, including on account of any Variations; plus b) any other amounts paid or payable by the Principal to the Contractor under or in connection with the Contract, including any delay costs under clause 10.11 and any suspension costs under clause 10.12)

Agreement Details Acceptance:

Organisation Name (Principal):	
Contact Name:	Date:
Phone:	Signature:
Email:	
Organisation Name (Service Provider):	
Contact Name:	Date:
Phone:	Signature:
Email:	

SERVICE PROVIDERS PROPOSAL

DATED:

Attach a copy of the Service Provider's Proposal as Annexure "A"

SCHEDULE 1 - Application Form

All applications must be submitted online via the “Service Provider Application Form” link on the NSW Procurement website at:

<https://www.procurepoint.nsw.gov.au/>

A summary of the Application Form can be viewed via the above link and applications can be submitted by clicking “Start Application”.

Applications submitted by email will not be accepted.

Enquiries should be directed to NSWBuy@finance.nsw.gov.au

SCHEDULE 2 - Performance Report Template

Prequalified Service Provider Performance Report

PREQUALIFICATION SCHEME: ROLLING STOCK ENGINEERING AND SPECIALIST SERVICES

Under the Scheme Conditions, all engaging agencies are required to submit a Service Provider Performance Report for each engagement where:

- the total value of the relevant engagement is more than \$250,000 (including GST); or
- the performance of, and the services provided by, the Service Provider are considered by the agency to be unsatisfactory.

The reports are due at the completion date of the engagement or whenever a critical aspect of performance is unsatisfactory. For further guidance on the requirement, agencies can refer to the Guidelines for Agencies.

PROJECT DETAILS

Service Provider's Organisation Name:			
Service Provider's Contact Person:		Phone:	
RFT No.:			
Engagement / Project No.:			
Engagement / Project Name:			
Engagement Description:			
Date Engagement Commenced:			
Date Engagement Completed:			
Total Fee for this engagement (including GST):	\$		

ASSESSMENT

As the client who paid for this service, how well did the SERVICE PROVIDER meet your expectations?	N/A	Unsatisfactory	Marginal	Acceptable	Good	Superior
1. Time Management e.g. meeting milestones, resourcing, planning, reporting						
2. Management & suitability of personnel e.g. skills, experience, sufficient number, appropriate seniority used						
3. Standard of Service e.g. meeting brief, budget, value for money, no rework, supervision, no over servicing or under servicing						
4. Quality Outcomes e.g. accuracy, usability and effectiveness of results						
5. Cost actual cost did not exceed cost estimate without prior agreement						
6. Communications appropriate level of reporting						
7. Information Technology IT used where appropriate to increase efficiency and reduce costs						
8. Cooperative Relationships e.g. Cooperative approach, commitment, resolving issues						
9. Recommendation for Future Work Would you recommend the Service Provider for similar type of work?	Yes ▶			No ▶		

Additional Comments on the Service Provider's performance

< comments may be extended on next page >