

# NSW GOVERNMENT ICT SERVICES SCHEME

V2.4 March 2017

## Scheme Rules for Suppliers

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

## SCHEDULE OF DOCUMENT AMENDMENTS

Revision number	Date	Revision description
V1.0	29/1/2013	First version published on <a href="http://www.procurepoint.nsw.gov.au">www.procurepoint.nsw.gov.au</a> and <a href="http://www.tenders.nsw.gov.au">www.tenders.nsw.gov.au</a>
V1.1	13/6/2013	Update references to Procure IT v3.1  Cl. 14.3 <i>Changes to ABN</i> (Previously cl. 14.2). Amend requirements for suppliers to submit new applications for changes in ABN. Add cl. 14.3.2 & cl. 14.3.3
V2.0	25/3/2014	Update to Scheme Rules to reflect expansion of ICT Services Scheme
V2.1	22/7/2014	Insert Clause 7: PTx and PTr offering types  Update references to the Office of Finance and Services
V2.2	22/10/2014	Update Prescribed Terms and Conditions for Customer Contracts
V2.3	08/2015	Update to Section 11 PT(x) Offering Types
V2.4	24/02/2017	Update of Insurance And Financial Pre-Qualification Criteria

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# NSW Government ICT Services Scheme

## CONDITIONS OF MEMBERSHIP FOR SUPPLIERS

### 1. INTRODUCTION

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

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

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

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

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

### 2. BACKGROUND

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

### 3. AMENDMENTS TO THE SCHEME

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

### 4. ICT SERVICES SCHEME COMMITTEE

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

### 5. COMPLIANCE WITH LAWS AND POLICIES

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

- 5.1.1 Code of Practice for Procurement

“Code” means the NSW Government Code of Practice for Procurement, as amended from time to time. The NSW Government Procurement Policy and code are available from the NSW Department of Finance and Service website and can be viewed and downloaded from: [www.procurepoint.nsw.gov.au/sites/default/files/documents/code\\_of\\_practice\\_for\\_procurement\\_2005.pdf](http://www.procurepoint.nsw.gov.au/sites/default/files/documents/code_of_practice_for_procurement_2005.pdf).

Suppliers must comply with the Code and agree to provide periodic evidence of compliance with the Code and access to all relevant information to demonstrate compliance for the duration of any Customer Contract that may be awarded under the ICT Services Scheme.

### 5.1.2 Small and Medium Enterprises

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

## 6. EXCLUSIONS

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

- (i) supply of Government Standard Specification (GSS) hardware, available through ICT Hardware Agreement 888;
- (ii) supply and maintenance of Imaging Devices, available through Contract 2390: Supply of Imaging Devices;
- (iii) supply, maintenance and services for Radio Communications, available through ITS 2573: Operational Telecommunications Equipment, Infrastructure and Services;
- (iv) supply of software licenses for Oracle, Objective and SAP Enterprise Resource Planning Software, available through Software Agreements 607 and 2601.

## 7. APPLICATION PROCESS

7.1 Applications for registration to supply through the ICT Services Scheme must be completed and submitted through NSW [eTendering](#).

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

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

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

7.3 Applications may be made at any time.

## 8. CONTRACT VALUE

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

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

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

8.4 Contract value or price is exclusive of GST.

## 9. APPLICATION REQUIREMENTS

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

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

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

- a) Organisation details
- b) Details of company capacity and capability for each nominated category including:
  - (i) details of recent relevant experience
  - (ii) details of certification, where applicable
  - (iii) qualifications and experience of key personnel, where applicable
- c) Agreement to provide proof of the following relevant insurances, before entering into a Tender process or other engagement:
  - (i) Professional Indemnity \$1M (mandatory if deliverables include professional services)
  - (ii) Public Liability \$5M (mandatory)
  - (iii) Product Liability \$5M (mandatory if deliverables include products such as software or hardware)

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

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

- a) Organisation details
- b) Confirmation of company capacity and capability for each nominated category including
  - (i) details of recent relevant experience
  - (ii) two (2) referee reports for each nominated high-level category
  - (iii) details of certification, where applicable
  - (iv) qualifications and experience of key personnel, where applicable
- c) Confirmation of the following financial matters:
  - (i) The applicant is solvent; (your business's net tangible assets are greater than its liabilities).
  - (ii) Not subject to insolvency proceedings and;
  - (iii) Is able to pay all debts when they are due for payment.
- d) Agreement to provide an independent financial assessment if requested.
- e) Agreement to provide proof of the following relevant insurances, before entering into a Tender process or other engagement:
  - (i) Professional Indemnity \$1M (mandatory if deliverables include professional services)
  - (ii) Public Liability \$10M (mandatory)
  - (iii) Product Liability \$10M (mandatory if deliverables include products such as software or hardware)
  - (iv) Workers' Compensation as required by law
- f) Confirmation that the Applicant is not subject to a Material Adverse Event (as evidenced by Supplier Declaration)
- g) Agreement to these Scheme Rules, which includes the requirement that all Customer Contracts will comply with the Procure IT Framework (version 3.1) Customer Contract Terms and Conditions, or as exempted by the NSW Procurement Board or the Chief Executive of the Office of Finance and Services. (Refer to section 14 *Prescribed Terms and Conditions for Customer Contracts*)

## 10. ACCEPTANCE CRITERIA

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

### 10.2 *Registered Supplier List*

Acceptance is subject to:

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

### 10.3 *Advanced Registered Supplier List*

Acceptance is subject to:

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

## 11. PT(x) OFFERING TYPES

11.1 The ICT Services Scheme supports the use of Procurement Technical Standards mechanisms. Offering types known as PT(x) (where 'x' is a variable suffix) have been introduced. These mechanisms will be used for a number of sub-categories where suppliers need to meet a specified level of expertise and/or competency. These sub-categories will be clearly marked with a suffix in the sub category number, such as Q01PTa or Q02PTr.

11.2 **PT(x)** indicates there are additional application requirements for suppliers who want to be approved on the ICT Services Scheme.

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

#### 11.2.1 PTa: Accreditation

Suppliers will need to undertake a defined accreditation process.

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

#### 11.2.2 PTr: Restricted

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

#### 11.2.3 PTi: Implementation Partners

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

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

## 12. NOTIFICATION OF OUTCOME

12.1 Applicants will be notified via email regarding acceptance or rejection of their Application/s to the ICT Services Scheme.

12.2 The ICT Services Scheme Committee, at its own discretion, may accept or reject Applications to the ICT Services Scheme.

### 13. REQUEST FOR REVIEW OF THE DECISION

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

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

### 14. PRESCRIBED TERMS AND CONDITIONS FOR CUSTOMER CONTRACTS

14.1 All customer contracts under the ICT Services Scheme shall comply with the terms and conditions prescribed below. This includes executing the applicable Order Form provided with the applicable Short Form or Procure IT Framework (version 3.1) contract Terms and Conditions, or as exempted by the NSW Procurement Board or the Chief Executive of the Office of Finance and Services.

<b>ICT Services Scheme Supplier Listing</b>	<b>Terms and Conditions that apply to all Customer Contracts</b>	<b>Order Form to be used</b>
<p><b>Registered Supplier Listing</b> For low risk contracts valued up to \$150,000 (ex GST) each.</p>	<p><b>Short-form ICT General Contract: Terms and Conditions.</b> View or download at: <a href="http://www.procurepoint.nsw.gov.au/before-you-buy/standard-contract-templates/short-form-contracts">www.procurepoint.nsw.gov.au/before-you-buy/standard-contract-templates/short-form-contracts</a></p>	<p><b>Short form order form.</b> View or download at: <a href="http://www.procurepoint.nsw.gov.au/before-you-buy/standard-contract-templates/short-form-contracts">www.procurepoint.nsw.gov.au/before-you-buy/standard-contract-templates/short-form-contracts</a></p>
<p><b>Advanced Registered Supplier Listing</b></p>	<p><b>Procure IT Framework (version 3.1) terms and conditions</b> consisting of Part 2: Customer Contract, Schedules including</p>	<p><b>Procure IT V3.1</b> General Order Form and Modules where applicable, or as</p>

For contracts valued over \$150,000 (ex GST) each or high risk contracts

General Order Form, and Modules where applicable, or as exempted by the NSW Procurement Board or the Chief Executive of the Office of Finance and Services.

exempted by the NSW Procurement Board or the Chief Executive of the Office of Finance and Services.

View or download at:  
[www.procurepoint.nsw.gov.au/before-you-buy/standard-procurement-contract-templates/procure-it-framework-version-31](http://www.procurepoint.nsw.gov.au/before-you-buy/standard-procurement-contract-templates/procure-it-framework-version-31)

View or download at:  
[www.procurepoint.nsw.gov.au/documents/procure-it-v31-schedules-including-general-order-form](http://www.procurepoint.nsw.gov.au/documents/procure-it-v31-schedules-including-general-order-form)

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

14.3 Suppliers must not enter into customer contracts using the Short-form ICT General Contract Terms and Conditions for contracts valued over \$150,000 (ex GST) or contracts considered by the Customer as high risk.

## 15. ICT SERVICES SCHEME USAGE DATA

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

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

15.3 Nil sales must also be reported.

15.4 Suppliers must email usage data to [ICTServices@finance.nsw.gov.au](mailto:ICTServices@finance.nsw.gov.au) for the periods set out below.

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

Usage Data Period	Emailed to <a href="mailto:ICTServices@finance.nsw.gov.au">ICTServices@finance.nsw.gov.au</a>
1 Jan 2014 to 30 Jun 2014	By 31 Jul 2014
1 Jul 2013 – 31 Dec 2014	By 31 Jan 2015
...ongoing six (6)-monthly data for duration of the ICT Services Scheme	...one (1) month after usage data period ends.

## 16. SUPPLIER INFORMATION MANAGEMENT

### 16.1 Organisation Information

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

### 16.2 Material Adverse Events

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

### 16.3 Changes to status or other details

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

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

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

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

## 17. CHANGES TO CATEGORIES

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

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

## 18. PERFORMANCE MANAGEMENT

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

18.2 Where performance is deemed unsatisfactory DFSI may:

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

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

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

## 19. TEMPORARY SUSPENSION FROM THE ICT SERVICES SCHEME

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

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

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

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

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

## 20. REMOVAL FROM THE ICT SERVICES SCHEME

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

- a) provided false or misleading information with their Application to the ICT Services Scheme; or
- b) breached any of the Scheme Conditions; or
- c) failed to meet applicable financial requirements; or
- d) failed to submit Usage Data reports; or
- e) been the subject of substantiated reports of unsatisfactory performance for other Customers; or
- f) been determined by the ICT Services Scheme Committee as not suitable for future work; or

- g) provided unsatisfactory performance with contracts under the ICT Services Scheme; or
- h) experienced a Material Adverse Event; or
- i) otherwise failed to meet the standards required of the ICT Services Scheme in terms of its project outcomes, business management systems, client satisfaction and ethical business practices; or
- j) engaged, or engages in, activities that contravene or circumvent the requirements of the *NSW Government ICT Services Scheme Guidelines for Customers*, which may be downloaded at [www.procurepoint.nsw.gov.au](http://www.procurepoint.nsw.gov.au).

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

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

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

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

## 22. APPLICANT'S ACKNOWLEDGMENT

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

## 23. DISCLAIMER

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

- a) accept an Application with or without limitations and/or conditions;

- b) reject an Application;
- c) suspend or revoke a Supplier's membership to the ICT Services Scheme.

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

## 24. NO GUARANTEE OF SUPPLY

24.1 Suppliers on the ICT Services Scheme are not guaranteed:

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

## 25. REVIEW AND DEVELOPMENT OF THE ICT SERVICES SCHEME

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

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

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

25.4 Suppliers may withdraw from the Scheme at any time.

## 26. TERMINATION

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

## 27. DISCLOSURE

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

## 28. DEFINITIONS

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

*Application* means an online Application for admission to the ICT Services Scheme submitted via the NSW Government eTendering website.

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

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

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

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

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

*NSW Government eTendering website* means the website at the following address: [www.tenders.nsw.gov.au](http://www.tenders.nsw.gov.au)

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

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

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

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

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

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