

SCM0053 OPERATIONAL TELECOMMUNICATIONS EQUIPMENT, INFRASTRUCTURE AND SERVICES SCHEME

November
2025

Operational Telecommunications Equipment, Infrastructure and Services Scheme Rules

SCHEDULE OF DOCUMENT AMENDMENTS

Revision number	Date	Revision description
1.0	06/05/2013	Document Original
1.1	3/08/2015	Update hyperlinks and definitions, update 12.2 and 16.2, remove 12.5
1.2	24/11/2015	Update hyperlinks and definitions,
1.3	17/01/2017	Update 7.1.2, update hyperlinks
1.4	30/06/2020	<p>Replaced references to “ITS2573 Prequalification Scheme” to “ITS2573 Operational Telecommunications Equipment, Infrastructure and Services Scheme” to reduce ambiguity between the scheme and the Advanced supplier list.</p> <p>Amendments to the scheme rules so that covered agencies who use the scheme for applicable procurements in the specified thresholds are able to comply with their obligations under the Procurement (Enforceable Procurement Provisions) Direction 2019 (EPP Direction).</p> <p>The definitions and hyperlinks have been updated.</p>
1.5	30/07/2020	Minor updates to clause numbering system for clarity.
1.6	30/07/2020	Update to Schedule C table, three new subcategories added.
1.7	02/11/2020	Update to EPP thresholds.
1.8	21/07/2022	Update hyperlinks, references to websites and documents, threshold (insert ‘incl GST’ for \$150,000), conditions for participation and other minor changes for clarity.
1.9	09/05/2023	<p>Amendment to Scheme Supplier reporting requirements, the addition of the Infrastructure Advisory Standard Commercial Framework, and new defined terms added.</p> <p>Clarity around Scheme Management Committee and removed Panel Committee.</p> <p>Replaced ‘Panel’ with ‘Scheme’ and ‘Panel Supplier’ with ‘Scheme Supplier’.</p> <p>Corrected the reference to ‘ITS2573’ with ‘SCM0053’ to correctly reflect the scheme number.</p> <p>Update to Schedule C table, categories and subcategories description made clear and new subcategories added.</p>
2.0	25/05/2023	Corrected Schedule D with updated subcategory titles.
3.0	29/11/2024	Updates to reflect the refresh of SCM0053.
3.1	14/04/2025	Minor content and URL updates
3.2	18/11/2025	Updated Schedule A, 2.1 High Risk Work examples

CONTACT DETAILS

For matters related to the operations of the Scheme contact:

SCM0053 Scheme Manager - NSW Telco Authority, McKell Building, 2-24 Rawson Place, Sydney NSW

E-mail: SCM0053@customerservice.nsw.gov.au

Contents

SCHEDULE OF DOCUMENT AMENDMENTS	1
1 DEFINITIONS	4
2 INTRODUCTION	7
3 AMENDMENTS TO SCHEME RULES	8
4 CONTACT DETAILS AND SCHEME MANAGEMENT COMMITTEE	9
5 TERM AND USE OF THE SCHEME	9
6 ENFORCEABLE PROCUREMENT PROVISIONS	10
7 COMPLIANCE WITH LAWS AND POLICY	12
8 APPLICATION PROCESS AND WITHDRAWAL	12
9 CONDITIONS FOR PARTICIPATION	14
10 CONFIDENTIALITY	18
11 PRESCRIBED TERMS AND CONDITIONS FOR CONTRACTS	19
12 SCM0053 SUPPLIER REPORTING AND OTHER INFORMATION REQUESTS	21
13 SUPPLIER INFORMATION MANAGEMENT	22
14 BASIS TO EXCLUDE A SUPPLIER	23
15 CHANGES TO A SUPPLIER’S NAME OR ABN	24
16 SUPPLIER PERFORMANCE EVALUATION	24
17 TEMPORARY SUSPENSION FROM SCM0053	25
18 REMOVAL FROM THE SCHEME	26
19 REQUEST FOR REVIEW OF THE DECISION	27
20 GENERAL COMPLAINTS PROCESS	27
21 APPLICANT’S ACKNOWLEDGMENT	28
22 DISCLAIMER	28
23 NO GUARANTEE OF SUPPLY	28
24 REVIEW AND DEVELOPMENT OF SCM0053	28
25 TERMINATION	29
SCHEDULE A - RISK ASSESSMENT	30
1 Risk assessment	30

2 High Risk Work..... 30

**SCHEDULE B – CONDITIONS FOR PARTICIPATION FOR BASE SUPPLIER LIST AND
ADVANCED SUPPLIER LIST..... 33**

1 DEFINITIONS

In this document the following capitalised terms have the meaning given to them below unless the context requires otherwise:

Advanced Contract means the contract terms available on [buy.nsw](https://buy.nsw.gov.au/) relating to SCM0053 titled 'Advanced Contract Terms' and the associated binding order in the form prescribed on [buy.nsw](https://buy.nsw.gov.au/).

Advanced Supplier means an Applicant that is approved and granted membership to SCM0053 in accordance with the Scheme Rules and is listed on the Advanced Supplier List.

Advanced Supplier List means the list of approved Applicants that are granted membership to SCM0053 to enter into contracts:

- (a) for As a Service Items and related services; or
- (b) that have a total contract value of \$250,000 or more (excluding GST) and / or which are not determined to be 'low risk' contracts in accordance with the Scheme Rules.

Applicant means an entity who has submitted an Application.

Application means an online submission for admission to SCM0053 submitted on [buy.nsw](https://buy.nsw.gov.au/) for the purposes of providing the items and services that are available under SCM0053 to Eligible Customers.

As a Service Item means any software, platform, system, infrastructure or solution that is hosted by a supplier or any of its personnel (including a subcontractor) and to which access is supplied by that supplier as part of a service.

Base Contract means the contract terms available on [buy.nsw](https://buy.nsw.gov.au/) relating to SCM0053 titled 'Base Contract Terms' and the associated binding order in the form prescribed on [buy.nsw](https://buy.nsw.gov.au/).

Base Supplier means an Applicant that is approved and granted membership to SCM0053 in accordance with the Scheme Rules and is listed on the Base Supplier List.

Base Supplier List means the list of approved Applicants that are granted membership to SCM0053 to enter into contracts that:

- (a) do not involve the supply of As a Service Items and related services;
- (b) have a total contract value of less than \$250,000 (excluding GST); and
- (c) are determined to be 'low risk' contracts in accordance with the Scheme Rules.

buy.nsw means NSW Government's procurement website, located at <https://buy.nsw.gov.au/>.

Confidential Information means information that:

- (a) is by its nature confidential; or
- (b) the recipient knows or ought to know is confidential,

but excludes information that is:

- (c) in the public domain, unless it came into the public domain due to a breach of confidentiality;
- (d) independently developed by the recipient; or
- (e) in the possession of the recipient without breach of confidentiality by the recipient or any other person.

Covered Agency means a Government Agency that is listed in Schedule 1 of the EPP Direction.

Eligible Customer means any Government Agency or Eligible Non-Government Body.

Eligible Non-Government Body includes the following public bodies that are not Government Agencies (as identified under clause 6 of the *Public Works and Procurement Regulation 2019* (NSW)):

- (a) a private hospital;
- (b) a local council or other local authority;
- (c) a charity or other community non-profit organisation;
- (d) a private school or a college;
- (e) a university;
- (f) a public authority of the Commonwealth or any other State or Territory;
- (g) a public authority of any other jurisdiction (but only if it carries on activities in the State of New South Wales); or
- (h) any contractor to a public authority (but only in respect of things done as such a contractor).

EPP Direction means the *Procurement (Enforceable Procurement Provisions) Direction 2019*.

Existing Contracts has the meaning given to that term in section 11.11(c).

Government Agency means any of the following:

- (a) a government sector agency (within the meaning of the *Government Sector Employment Act 2013* (NSW));
- (b) a New South Wales Government agency;
- (c) any other public authority that is constituted by or under an Act or that exercises public functions for or on behalf of the State of New South Wales (other than a State owned corporation); or
- (d) any State owned corporation prescribed by regulations under the *Public Works and Procurement Act 1912* (NSW).

ICAC means the Independent Commission Against Corruption.

Infrastructure Advisory Services means engineering, technical, design and advisory services provided under a fee for service arrangement in relation to any stage in the infrastructure asset lifecycle, from concept through to commissioning (and where applicable the ongoing operations and maintenance of the asset) of all economic and social infrastructure assets for the NSW Government.

Modern Slavery means:

- (a) any conduct that constitutes or would constitute any offence listed in Schedule 2 of the *Modern Slavery Act 2018* (NSW), including an offence of attempting or incitement to commit such an offence;
- (b) any conduct that constitutes or would constitute any offence under any of the Modern Slavery Laws as amended from time to time, including an offence of attempting or incitement to commit such an offence;

- (c) any conduct engaged in elsewhere than in New South Wales that, if it occurred in New South Wales, would constitute a modern slavery offence under paragraphs (a) or (b); and
- (d) any form of slavery, servitude, forced labour, human trafficking, debt bondage, organ trafficking, forced marriage or exploitation of children;

Modern Slavery Laws means:

- (a) the Modern Slavery Act 2018 (Cth);
- (b) the Modern Slavery Act 2018 (NSW);
- (c) Divisions 270 and 271 of the Commonwealth Criminal Code;
- (d) section 176(1A) of the Public Works and Procurement Act 1912 (NSW);
- (e) section 438ZE of the Local Government Act 1993 (NSW); and
- (f) any other laws, regulations, codes and international conventions aimed at combatting modern slavery, forced labour or human trafficking, from time to time in force in, or ratified by, Australia and, where relevant, in or by other jurisdictions in which the parties operate,

each as amended from time to time;

Micro Spend Contract means the contract terms available on buy.nsw relating to SCM0053 titled 'Micro Spend Contract'.

NSW Procurement Board means the New South Wales Procurement Board established under the *Public Works and Procurement Act 1912* (NSW) as updated, replaced or superseded from time to time.

NSW Procurement Board Direction means a direction issued by the NSW Procurement Board.

NSW Telco Authority means the New South Wales Government Telecommunications Authority.

Old MSA has the meaning given to that term in section 11.10.

Probity Event means any event or circumstance that occurs at any time which:

- (a) has, or is reasonably likely to have, a material adverse effect on, or on the perception of, the character, integrity or honesty of an Applicant or a Supplier or any of their respective personnel;
- (b) relates to an Applicant or a Supplier or any of their respective personnel and has, or is reasonably likely to have, a material adverse effect on public confidence in a Government Agency or on the public interest; or
- (c) involves a failure of an Applicant or a Supplier or any of their respective personnel to achieve or maintain:
 - i. reasonable standards of ethical behaviour;
 - ii. the avoidance of conflicts of interest; or
 - iii. other standards of conduct that would otherwise be expected of a person involved in supplying services or deliverables to, or otherwise dealing with, a Government Agency,

and includes being named in an adverse manner in any report or investigation (including a public inquiry) by the ICAC.

Probity Investigation means any probity, criminal or security investigations to report on, or check, the character, integrity, experience or honesty of a person or entity, including:

- (a) investigations into commercial structure, business and credit history, prior contract compliance, any criminal records, pending charges or pending regulatory disciplinary action; and
- (b) interviews of any person or research into any relevant activity that is, or might reasonably be expected to be, the subject of criminal or other regulatory investigation.

Procurement List means the Prequalified Supplier List insofar as it may be used in relation to a procurement of goods and services by a Covered Agency where the estimated value of the procurement is or exceeds the applicable threshold as set out in the EPP Direction.

Refresh Date means 29 November 2024.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

SCM0053 means the scheme for procuring operational telecommunications equipment, infrastructure, software, As a Service Items and services known as 'SCM0053' and historically known as 'ITS2573' that is established by, and is described in, these Scheme Rules and the associated documentation relating to that scheme available on [buy.nsw](https://buy.nsw.gov.au).

Scheme Charter means the internal governance document titled 'SCM0053 Scheme Charter' v2.0 dated February 2023 as updated, replaced or superseded from time to time.

Scheme Management Committee means the committee of that name established under the Scheme Charter.

Scheme Manager means the manager appointed by the NSW Telco Authority.

Scheme Rules means this document which governs the operation of, and the Supplier's admission to, SCM0053.

Supplier Hub means the NSW Government buyer marketplace where Suppliers register to do business with NSW Government at <https://buy.nsw.gov.au/suppliers>.

Supplier means an Advanced Supplier, a Base Supplier or both as the context requires.

Supplier List means the Advanced Supplier List, the Base Supplier List or both as the context requires.

Standing Offer Deed means the document titled 'Standing Offer Deed' that may be executed by an Eligible Customer and a Supplier to create a standing offer arrangement for certain items and services that are available under SCM0053 that have been pre-agreed in a price book.

Supplier Report of Engagements means the report of all Infrastructure Advisory Services related engagements, including daily resource level pricing, which is required from the top 50 Infrastructure Advisory Services suppliers (by spend) to government on a quarterly basis.

Transition Period means the period commencing on the Refresh Date and ending on the date which is 90 days after the Refresh Date.

2 INTRODUCTION

- 2.1 SCM0053 has been established to streamline and simplify the procurement process for the items and services that are available under SCM0053 for Eligible Customers and Suppliers and to support the initiatives and outcomes set out in the [DCS-2022-02 Government Operational Communications](#)

Strategy. The categories of the types of items and services that are available under SCM0053 is published on [info.buy.nsw](http://info.buy.nsw.gov.au).

- 2.2 The NSW Telco Authority administers SCM0053 on behalf of the NSW Government.
- 2.3 [PBD 2021-04 Approved procurement arrangements](#) mandates that Government Agencies must use SCM0053 to purchase the items and services that are available under SCM0053 unless specifically excepted by the NSW Telco Authority.
- 2.4 In conducting procurement activities under SCM0053 Eligible Customers must comply with all procurement requirements applicable to them, including any direction issued by the NSW Procurement Board and the EPP Direction (as applicable).
- 2.5 Infrastructure Advisory Services is applicable to certain sub-categories under Category C Services in SCM0053. These services are subject to [NSW Procurement Board Direction PBD 2022-02 Engagement of Infrastructure Advisory Services suppliers](#). In accordance with that direction:
 - (a) Eligible Customers may use the Standard Commercial Framework relating to Infrastructure Advisory Services as guidance when evaluating and awarding contracts to Infrastructure Advisory Services suppliers;
 - (b) Eligible Customers must use the standardised Infrastructure Advisory Services pricing templates (as made available on [info.buy.nsw](http://info.buy.nsw.gov.au) under 'How to buy') when engaging Infrastructure Advisory Services suppliers; and
 - (c) The top 50 Infrastructure Advisory Services suppliers (by spend) to government are required to report all Infrastructure Advisory Services related engagements, including daily resource level pricing, to NSW Treasury on a quarterly basis.
- 2.6 One of the key business principles of NSW Government procurement of goods and services is to achieve best value for money in the expenditure of public funds while being fair, ethical and transparent and complying with all probity and procurement requirements and the law. Best value for money does not automatically mean 'the lowest price'. It is determined by considering a number of factors such as cost, quality, reliability, service, benefits and social and environmental outcomes. These Scheme Rules aim to ensure these key principles are maintained for the procurement of the items and services that are available under SCM0053 by NSW Government and other Eligible Customers.

3 AMENDMENTS TO SCHEME RULES

- 3.1 These Scheme Rules may be amended periodically as required by the NSW Telco Authority. Suppliers will be notified regarding any amendments to the Scheme Rules.
- 3.2 Suppliers must ensure they comply with the most recent version of the Scheme Rules published on [buy.nsw](http://buy.nsw.gov.au).

4 CONTACT DETAILS AND SCHEME MANAGEMENT COMMITTEE

- 4.1 The NSW Telco Authority, in its capacity as scheme administrator, can be contacted using the following contact details:

SCM0053 Scheme Manager - NSW Telco Authority

McKell Building, 2-24 Rawson Place, Sydney NSW

e-mail: SCM0053@customerservice.nsw.gov.au

- 4.2 The Scheme Management Committee has been established to provide feedback regarding commercial and technical aspects of SCM0053, identify opportunities and risks and seek feedback from SCM0053 users. The details of the Scheme Management Committee are set out in the Scheme Charter.
- 4.3 The Scheme Management Committee comprises a procurement and a technical representative from each of the key agencies that use SCM0053 with relevant telecommunications and/or public sector procurement experience.

5 TERM AND USE OF THE SCHEME

- 5.1 SCM0053 will remain open until the date on which SCM0053 is due to end or expire as published on buy.nsw, or until the date on which SCM0053 is terminated in accordance with section 25.
- 5.2 SCM0053 may be used by Eligible Customers.
- 5.3 An entity must be a Supplier in order to receive invitations from an Eligible Customer to make submissions relating to procurements that utilise SCM0053.
- 5.4 Because the Suppliers have been pre-qualified for procurements under SCM0053 through these Scheme Rules, an Eligible Customer may choose to only give the Suppliers, or a limited number of the Suppliers, invitations to make submissions relating to procurements for which SCM0053 was established.
- 5.5 An Eligible Customer may give a limited number of the Suppliers an invitation to make submissions relating to procurements for which SCM0053 was established on the basis of any justification specified in any applicable procurement manuals, policies, directions or other requirements that apply to that Eligible Customer, or any other sufficient justification including:
- (a) compliance with laws and policies;
 - (b) financial reasons;
 - (c) urgency of the procurement and the ability of the Supplier to meet the required timeframes;
 - (d) commercial reasons, including the various Supplier's size and capability to perform;
 - (e) technical reasons, including technical requirements and constraints;
 - (f) the results of any market research conducted by any person; or
 - (g) any other circumstance that justifies a limited approach to the market under any law.
- 5.6 An Eligible Customer may use any criteria specified in any applicable procurement manuals, policies, directions or other requirements that apply to that Eligible Customer in determining which Suppliers

are invited to participate in a procurement for which SCM0053 was established or any one or more of the following criteria:

- (a) experience and track record;
- (b) capability and / or capacity to deliver (including geographic locations);
- (c) compliance to specification or statement of requirements;
- (d) speed and efficiency of supply;
- (e) any of the events or circumstances described in section 14;
- (f) approach and methodology;
- (g) ability to contract; and
- (f) the results of any market research conducted by any person.

- 5.7 If an Eligible Customer invites a limited number of Suppliers to make submissions relating to a procurement for which SCM0053 is established, that decision must be justified in a manner that is sufficient to meet any legal, policy or other procurement requirements applicable to that Eligible Customer or the procurement itself (including in the EPP Direction where applicable).

6 ENFORCEABLE PROCUREMENT PROVISIONS

- 6.1 The [EPP Direction](#) applies to the procurement of goods and services by a Covered Agency where the estimated value of the procurement is or exceeds:
- (a) \$9,584,000 (excluding GST) for the procurement of construction services, and
 - (b) \$680,000 (excluding GST) for the procurement of goods or any other services.
- 6.2 Under the EPP Direction, a Covered Agency may use a 'Procurement List' established by another Government Agency. The Advanced Supplier List is established in accordance with the criteria set out in the EPP Direction that apply to 'Procurement Lists' and is a 'Procurement List' for the purposes of the EPP Direction.
- 6.3 The publication of these rules constitutes an invitation to Suppliers to make an application to be included on the Procurement List. The following information is accordingly provided:
- (a) EPP: a description of the goods and services for which the Procurement List may be used
 SCM0053: The goods and services for which the Procurement List may be used are those listed on SCM0053 page on info.buy.nsw.
 - (b) EPP: the conditions for participation that Suppliers must satisfy for inclusion on the Procurement List
 SCM0053: The conditions for participation that Suppliers must satisfy for inclusion on the Procurement List are those specified in clauses 9.5 and 9.7 of the SCM0053 Scheme Rules.

- (c) EPP: the name and address of the Government Agency and other information necessary to contact the Government Agency and to obtain all relevant documents relating to the Procurement List

SCM0053: For information relating to the Procurement List, contact:

SCM0053 Scheme Manager - NSW Telco Authority
McKell Building, 2-24 Rawson Place, Sydney NSW
e-mail: SCM0053@customerservice.nsw.gov.au

- (d) EPP: the methods that the Government Agency will use to verify that a Supplier satisfies the conditions for participation

SCM0053: The methods used to verify that a Supplier satisfies the conditions for participation are those specified in clauses 9.6 and 9.8 of the SCM0053 Scheme Rules.

- (e) EPP: the period that the Procurement List will operate (unless the period is indefinite) and the means for its renewal or termination

SCM0053: The Procurement List will remain open until the Scheme End date as published on buy.nsw.

- (f) EPP: if the period of the Procurement List is indefinite, an indication of the method by which notice will be given of the termination of use of the Procurement List

SCM0053: Not applicable

- (g) EPP: an indication that the Procurement List may be used for a procurement to which the EPP Direction applies

SCM0053: The Procurement List may be used by a Covered Agency for a procurement to which the EPP Direction applies.

- (h) Not used.

- (i) EPP: a statement that only Suppliers, or a limited number of Suppliers, included on the Procurement List may receive invitations from a Government Agency to make submissions relating to procurements for which the list was established.

SCM0053: Suppliers included on the Procurement List may receive invitations from a Government Agency to make submissions relating to procurements for which the list was established.

- (j) EPP: if the statement referred to in paragraph (i) states that only a limited number of Suppliers included on the Procurement List may receive invitations from a Government Agency to make submissions relating to procurements, a statement of:

- (i) the justification for that limitation, and
- (ii) the criteria for selecting those limited number of Suppliers

SCM0053: Each procurement under the SCM0053 Scheme should have Procurement Strategy/ Plan (as per agencies procurement policies) which should detail the justification for selecting those limited number Suppliers from the Procurement List.

7 COMPLIANCE WITH LAWS AND POLICY

- 7.1 Suppliers must comply with all applicable laws and policies. Suppliers have the responsibility to review the relevant policies at <https://buy.nsw.gov.au/>. Any breach of the applicable policies may result in the termination of a contract and/or suspension or removal from SCM0053 in accordance with sections 17 or 18.
- 7.2 The [NSW Procurement Policy Framework](#) outlines how the NSW Government will conduct its procurement activities when interacting with suppliers. It provides a consolidated view of government procurement objectives and the Procurement Board’s requirements as they apply to each step of the procurement process.
- 7.3 The [Supplier Code of Conduct](#) is a minimum framework for how NSW Government expects suppliers to conduct themselves and their business.
- 7.4 Suppliers must comply with the [Supplier Code of Conduct](#) and agree to provide periodic evidence of compliance with the [Supplier Code of Conduct](#), and access to all relevant data and information to demonstrate compliance, as and when requested by the NSW Telco Authority from time to time.

8 APPLICATION PROCESS AND WITHDRAWAL

- 8.1 The [Supplier Hub](#) on [buy.nsw](#) connects NSW Government buyers with businesses. An entity must have a current Supplier Hub profile before applying to be a Supplier under SCM0053.
- 8.2 Once the Supplier Hub profile is approved, applications for admission to SCM0053 must be completed and submitted online through [buy.nsw](#).
- 8.3 Any entity that has a current Supplier Hub profile on [buy.nsw](#) may make an Application at any time up until the date that is specified as the date on which Applications can no longer be made for SCM0053 on [buy.nsw](#).
- 8.4 Applications can be made for either the Base Supplier List or Advanced Supplier List. The following table summarises what engagements each Supplier in each of the Base Supplier List and the Advanced Supplier List is approved to enter into.

Base Supplier List	Advanced Supplier List
<ul style="list-style-type: none"> ✗ No engagements for As a Service Items and related services. ✓ Engagements with a total contract value of less than \$250,000 (excluding GST) and which are determined to be 'low risk' 	<ul style="list-style-type: none"> ✓ Any engagements that a Base Supplier is approved to enter. ✓ Engagements for As a Service Items and related services. ✓ Engagements for any other services and

Base Supplier List	Advanced Supplier List
contracts in accordance with the Scheme Rules.	associated deliverables under SCM0053 with a total contract value of \$250,000 or more (excluding GST) or which are not determined to be 'low risk' contracts in accordance with the Scheme Rules.

- 8.5 The NSW Telco Authority and assessors will review the new Applicant’s Application and may either itself, or through the Scheme Manager (or its delegates), accept or reject the Application.
- 8.6 Applications will be determined without discrimination due to degree of foreign affiliation or ownership, location, or the origin of the goods and services, except where the provision of goods or services concerned would be an exempt procurement that is specified in Schedule 2 of the EPP Direction (exempt procurements) or would be part of a procurement that is a measure or preference specified in Schedule 3 of the EPP Direction (exempt measures and preferences).
- 8.7 In assessing whether an Applicant satisfies the conditions for approval, the NSW Telco Authority (and the Scheme Manager or any of its delegates) will:
 - (a) evaluate the financial capacity, and commercial and technical abilities, of the Applicant, on the basis of the Applicant's business activities wherever they have occurred, and
 - (b) determine whether or not, or to what extent, the Applicant complies with the conditions of participation specified in the Scheme Rules.
- 8.8 Each Applicant will be notified via email regarding acceptance or rejection of its Application.
- 8.9 If the NSW Telco Authority or the Scheme Manager (or any of its delegates) rejects an Application and the Applicant believes that there are substantive grounds to reconsider acceptance onto SCM0053, the Applicant may request a review of the decision in writing, providing full details of the reasons for the request, and emailed to SCM0053@customerservice.nsw.gov.au. The email subject must be titled: “SCM0053 Scheme Membership Review Request” and include all relevant details of the rejected Application.
- 8.10 If an Applicant makes a request under section 8.9, the Scheme Manager (or any of its delegates) will review the request and may accept or reject the request for review. The Applicant will be notified of the outcome by email.
- 8.11 If the Scheme Manager (or any of its delegates) determines to review a decision relating to an Application, it will do so in accordance with these Scheme Rules as if the Application had been resubmitted. In reviewing a decision, the Scheme Manager (or any of its delegates) will take into account:
 - (a) whether the Application is complete; and
 - (b) if the Application is incomplete, whether the omission of any information requested would have a material impact on the Application and whether the Applicant is able to provide alternative documentation in support of its Application.
- 8.12 An Applicant can delete a draft scheme membership application prior to submitting it for approval or withdraw a submitted application either before the review has commenced or (if they are rejected)

once the review process has been completed. In either case they will be prompted to confirm their deletion.

- 8.13 If a Supplier permanently suspend its membership, they will need to re-apply for membership.

9 CONDITIONS FOR PARTICIPATION

- 9.1 The conditions for participation set out in this section 9 are the minimum conditions that Applicants must demonstrate compliance with to be included in a Supplier List and each Supplier must maintain compliance with to remain a member of SCM0053.
- 9.2 The conditions for participation differ for the Base Supplier List and the Advanced Supplier List to reflect the relative value and risk profile of contracts under each of those lists.
- 9.3 An Applicant will be included in the Advanced Supplier List or Base Supplier List (as applicable) if the NSW Telco Authority is satisfied that the Applicant meets the specified conditions for participation in the applicable list.
- 9.4 If the NSW Telco Authority has a reasonable belief that an Applicant or a Supplier has engaged in any of the conduct, or has been impacted by any of the events or circumstances, specified in sections 18.2(d) to 18.2(m), that Applicant or Supplier is taken not to meet the conditions for participation.
- 9.5 The conditions of participation for the Base Supplier List are:
- (a) the Applicant or Supplier has a current Supplier Hub profile;
 - (b) all of the mandatory information and supporting evidence specified in this section 9.5 and Schedule B have been provided;
 - (c) for every nominated or approved category and subcategory of items and services that are available under SCM0053:
 - i. all mandatory questions listed in the Base Supplier Questionnaire on [buy.nsw](https://buy.nsw.gov.au) must be answered satisfactorily;
 - ii. performance must be satisfactory;
 - iii. the Applicant's or Supplier's Quality Management System (QMS) must be sound;
 - iv. the Applicant's or Supplier's financial capacity must be sound; and
 - v. the Applicant or Supplier must hold and maintain all relevant insurance policies such as Public Liability, Product Liability, Professional Indemnity and Workers Compensation; and
 - (d) the Supplier has not engaged in any activity or conduct described in clause 12(1) of the EPP Direction or suffered any events of the types described in clause 12(1) of the EPP Direction; and
 - (e) the Applicant or Supplier complies with any other conditions of participation that are specified on [buy.nsw](https://buy.nsw.gov.au) from time to time.
- 9.6 The NSW Telco Authority will assess whether the Applicant or the Supplier satisfies the conditions for participation in section 9.5(c) using the methods stated in the table below. Applicants and Suppliers must demonstrate that they have the capacity and ability to fulfil contracts in each category that they have nominated or are listed.

Base Supplier List conditions for participation	Methods for assessment
All mandatory questions listed in the Base Supplier Questionnaire must be answered satisfactorily.	The NSW Telco Authority will review and evaluate the responses to ensure accuracy and currency.
Performance must be satisfactory.	<p>The NSW Telco Authority will review and evaluate this criteria based on referee reports. Refer to the referee report template in the Base Supplier List Questionnaire on buy.nsw.</p> <p>The referee report must demonstrate the Applicant's or Supplier's capacity to fulfil the commercial and technical capabilities required for the relevant procurements.</p> <p>The referee report template must be completed in full and signed by the referee to be considered.</p> <p>The Applicants and the Suppliers must meet the conditions of acceptable or above for the relevant criteria specified in the referee report template.</p>
The Applicant's or the Supplier's Quality Management Systems (QMS) must be sound.	<p>Applicants and Suppliers must demonstrate that they have quality management systems in place and provide details and evidence of those systems.</p> <p>ISO 9001 or other certifications or processes will be reviewed and assessed by the NSW Telco Authority and the Scheme Manager.</p>
The Applicant's or Supplier's financial capacity must be sound.	<p>The Applicants and Suppliers must confirm that they are:</p> <ul style="list-style-type: none"> ✓ financially solvent; ✓ not subject to insolvency proceedings; and ✓ able to pay all debts when they are due for payment. <p>Applicants and Suppliers must provide an independent financial assessment if requested at the time of tender or engagement.</p>
The Applicant or Supplier must hold and maintain relevant insurance policies such as Public Liability, Product Liability, Professional Indemnity and Workers Compensation.	Applicants and Suppliers must agree to hold and maintain relevant insurance policies as listed on the Base Supplier List Questionnaire on buy.nsw .

Base Supplier List conditions for participation	Methods for assessment
	Applicants and Suppliers must provide proof of relevant insurances as requested by buyers at the time of tender or engagement.

9.7 The conditions of participation for the Advanced Supplier List are:

- (a) the Applicant or the Supplier has a current Supplier Hub profile;
- (b) all of the mandatory information and supporting evidence specified in this section 9 and Schedule B have been provided;
- (c) for every nominated or approved category and subcategory of items and services that are available under SCM0053:
 - i. all mandatory questions listed in the Advanced Supplier Questionnaire on buy.nsw must be answered satisfactorily;
 - ii. performance must be satisfactory;
 - iii. the Applicant's or Supplier's Quality Management System (QMS) must be sound;
 - iv. the Applicant's or Supplier's must have satisfactory Work Health & Safety Management System (WHSMS) in place if applying for categories that involve providing physical work or maintaining equipment;
 - v. the provision of items or services by the Supplier must be covered by a minimum 12-month warranty;
 - vi. the Applicant's or Supplier's financial capacity must be sound; and
 - vii. the Applicant or Supplier must hold and maintain all relevant insurance policies such as Public Liability, Product Liability, Professional Indemnity and Workers Compensation;
- (d) the Supplier has not engaged in any activity or conduct described in clause 12(1) of the EPP Direction or suffered any events of the types described in clause 12(1) of the EPP Direction; and
- (e) the Applicant or Supplier complies with any other conditions of participation that are specified on buy.nsw from time to time.

9.8 The NSW Telco Authority will assess whether the Supplier satisfies the conditions for participation using the methods stated in the table below. Applicants and Suppliers must demonstrate that they have the capacity and ability to fulfil contracts in each category that they have nominated or are listed.

Advanced Supplier List conditions for participation	Methods for assessment
All mandatory questions listed in the Advanced Supplier Questionnaire must be answered satisfactorily.	The NSW Telco Authority will review and evaluate the responses to ensure accuracy and currency.

Advanced Supplier List conditions for participation	Methods for assessment
<p>Performance must be satisfactory.</p>	<p>The NSW Telco Authority will review and evaluate this criteria based on referee reports. Refer to the referee report template in the Advanced Supplier List Questionnaire on buy.nsw.</p> <p>The referee report must demonstrate the Applicant's or Supplier's capacity to fulfil the commercial and technical capabilities required for the relevant procurements.</p> <p>The referee report template must be completed in full and signed by the referee to be considered.</p> <p>Applicants and Suppliers must meet the conditions of acceptable or above for the relevant criteria specified in the referee report template.</p>
<p>The Applicant's or Supplier's Quality Management Systems (QMS) must be sound.</p>	<p>Applicants and Suppliers must demonstrate that they have quality management systems in place and provide details and evidence of those systems.</p> <p>ISO 9001 or other certifications or processes will be reviewed and assessed by the NSW Telco Authority and the Scheme Manager.</p>
<p>The Applicant or Supplier must have satisfactory Work Health and Safety Management System (WHSMS) in place if applying for categories that involve providing physical work or maintaining equipment.</p>	<p>Applicants and Suppliers must demonstrate that they have Work Health and Safety Management Systems or processes in place and provide evidence those systems or processes for relevant categories.</p> <p>ISO 45001 or other certification or documents will be reviewed and assessed by the NSW Telco Authority and the Scheme Manager.</p>
<p>The Applicant's or Supplier's financial capacity must be sound.</p>	<p>Applicants and Suppliers must confirm that they are:</p> <ul style="list-style-type: none"> ✓ financially solvent; ✓ not subject to insolvency proceedings; and ✓ able to pay all debts when they are due for payment. <p>Applicants and Suppliers must provide an independent financial assessment if requested at the time of tender or engagement.</p>

Advanced Supplier List conditions for participation	Methods for assessment
The provision of goods or services by the Applicant or Supplier must be covered by a minimum 12-month warranty.	Applicants and Suppliers must agree to provide a minimum 12-month warranty for the goods and services offered.
The Supplier must hold and maintain relevant insurance policies such as Public Liability, Product Liability, Professional Indemnity and Workers Compensation	Applicants and Suppliers must hold and maintain relevant insurance policies as listed on the Advanced Supplier List Questionnaire on buy.nsw . Applicants and Suppliers must provide proof of relevant insurances as requested by buyers at the time of tender or engagement.

9.9 The NSW Telco Authority may reject an Applicant if:

- (a) the Applicant has, or a Related Body Corporate of the Applicant has, been suspended or removed from SCM0053; or
- (b) the NSW Telco Authority has a reasonable belief that any of the circumstances specified in clause 12(1) of the EPP Direction apply in respect of an Applicant.

9.10 If a Supplier is listed on the Advanced Supplier List it is entitled to submit responses to, and enter into, any type of procurement under SCM0053 irrespective of the total contract value or risk. If a Supplier is only listed on the Base Supplier List, that Supplier it is only entitled to submit responses to, and enter into, any type of procurement under SCM0053 that is within the contract value and risk criteria approved for Suppliers listed on the Base Supplier List as specified in section 8.4.

10 CONFIDENTIALITY

10.1 Information submitted with an Application or in a response to a particular procurement initiated under SCM0053 may be subject to investigation, reference checking, searches, interview, enquiries, and confirmation. By submitting an Application or a response Applicants and Suppliers authorise any such action.

10.2 Confidential Information submitted with an Application will be treated as confidential.

10.3 The NSW Telco Authority may use and disclose any Confidential Information of a Supplier:

- (a) in connection with advising on, reporting on, or facilitating the management of SCM0053, including as described in these Scheme Rules;
- (b) if required by any law;
- (c) to any Government Agency, responsible Minister for a Government Agency or any other Eligible Customer; or
- (d) for any other purpose approved by the Supplier in writing.

11 PRESCRIBED TERMS AND CONDITIONS FOR CONTRACTS

- 11.1 The Suppliers and all Eligible Customers must contract with one another for an engagement under SCM0053 based on the terms of contract specified in the table below.
- 11.2 Subject to section 11.7, to the extent that a Supplier has entered into a Standing Offer Deed, the Suppliers and all Eligible Customers may use that Standing Offer Deed to order any items or services that are specified in the price book associated with that Standing Offer Deed.
- 11.3 Which particular contract template applies will depend on the size and nature of the procurement. The template contracts are published on [buy.nsw](http://buy.nsw.gov.au).
- 11.4 Subject to the exceptions specified in sections 11.7, 11.8 and 11.9 and the transition arrangements specified in sections 11.10 and 11.11, the following table summarises which contract template applies in which circumstances:

Contract template	Criteria for use
Spend Contract*	<p>The engagement only involves one-off equipment or infrastructure purchase, or minor maintenance or services engagements at a site (for example, an engagement that involves a minor repair at a site) and does not involve the procurement of any software, As a Service Items and related services or any products or services where the Supplier is a reseller for an underlying third party vendor and the Supplier facilitates a separate contract with that third party vendor.</p> <p>The other criteria for use are:</p> <ul style="list-style-type: none"> ✓ the engagement does not include the supply of any As a Service Item and related services; ✓ the total contract value for the engagement is less than or equal to \$30,000 (excluding GST); and ✓ the engagement is determined to be a 'low risk' contract in accordance with the Scheme Rules.
Base Contract*	<p>The criteria for use are:</p> <ul style="list-style-type: none"> ✓ the engagement does not include the supply of any As a Service Item and related services; ✓ the total contract value for the engagement is less than \$250,000 (excluding GST); and ✓ the engagement is determined to be a 'low risk' contract in accordance with the Scheme Rules.
Advanced Contract	<p>The criteria for use are:</p> <ul style="list-style-type: none"> ✓ the engagement includes the supply of an As a Service Item and associated Services;

Contract template	Criteria for use
	<p><u>or</u></p> <p>✓ the total contract value is \$250,000 or more (excluding GST);</p> <p><u>or</u></p> <p>✓ the engagement is not determined to be a 'low risk' contract in accordance with the Scheme Rules.</p>
Standing Offer Deed	To establish a standing offer arrangement where there are multiple procurements with the particular Supplier for various items and services that are pre-agreed and pre-priced in a price book.

* The Micro Spend Contract and Base Contract cannot be used for procuring As a Service Items and related services. Only the Base Contract and the Advanced Contract include the necessary terms to support a structure where the Supplier is a reseller for an underlying third party vendor and the Supplier facilitates a separate contract with that third party vendor.

- 11.5 Eligible Customers or Suppliers must not break up or separate requirements or procurements under SCM0053 (for example by 'order splitting' or 'splitting') to ensure that particular contract templates can be used.
- 11.6 The risk assessment for determining whether and to what extent a procurement is 'low risk' is to be determined by the applicable Eligible Customer that is conducting the procurement, however this assessment must take into account and be consistent with the principles specified in Schedule A.
- 11.7 If a Standing Offer Deed has been established, that Standing Offer Deed will include either the terms of the Base Contract or the terms of the Advanced Contract. To the extent that a Standing Offer Deed includes the terms of the Base Contract, only procurements and contracts that meet the requirements for the use of the Base Contract can be completed under that Standing Offer Deed.
- 11.8 If a Supplier is an Advanced Supplier, an Eligible Customer may use the Advanced Contract with that Advanced Supplier irrespective of the total contract value.
- 11.9 If:
 - (a) an Eligible Customer has entered into a Micro Spend Contract or a Base Contract based on an initial total contract value that is below the applicable threshold or is determined as low risk; and
 - (b) the parties to that contract later wish to vary that contract so that it is above the applicable threshold or in a manner that means the contract is no longer determined to be a 'low risk' in accordance with the Scheme Rules,

then that Eligible Customer must enter into a new contract (or vary the existing contract) so that it reflects the applicable terms that should have been used as if that total contract value was known at the time of the initial procurement activity, unless the variation to the original contract is approved by the Scheme Manager or one of its delegates in writing.
- 11.10 On the Refresh Date the Scheme Rules and the associated contract templates were updated as part of a project to refresh SCM0053. These contract templates are designed to replace the existing master

supply agreements that were in place prior to the refresh project taking effect (each an **Old MSA**). The arrangements for transitioning to the new contract templates are set out in section 11.11.

11.11 The transition arrangements for the refresh project are specified below:

- (a) while it is preferred that Eligible Customers and Suppliers contract using the new templates, during the Transition Period those entities may still contract on the terms of the Old MSAs (applying the new criteria for determining which contracts apply as specified in section 11.4) during Transition Period;
- (b) once the Transition Period ends, no new contracts can be entered under the Old MSAs, except to the extent that a procurement process was started using the Old MSAs prior to the end of the Transition Period;
- (c) all contracts formed under the Old MSAs (**Existing Contracts**) as at the Refresh Date continue to apply until the end of their respective terms (inclusive of any extensions); and
- (d) Eligible Customers and Suppliers are not entitled to vary any Existing Contracts to extend the term or insert additional options to do so unless approved by the Scheme Manager or its delegate in writing.

12 SCM0053 SUPPLIER REPORTING AND OTHER INFORMATION REQUESTS

12.1 The Scheme Manager or its delegate may request data and information from Suppliers and Eligible Customers:

- (a) to assess the performance of SCM0053 with end users;
- (b) to ensure compliance to with the Scheme Rules and the Supplier engagement process;
- (c) to assess the performance of one or more Suppliers;
- (d) to inform future procurement strategies; or
- (e) for any other purpose that it may require to properly discharge its role as administrator of SCM0053.

12.2 If the Scheme Manager or its delegate makes a request for data or information in accordance with section 12.1, the Eligible Customer or Supplier (as applicable) must give the Scheme Manager that information as and when requested by the Scheme Manager (acting reasonably):

- (a) in accordance with the requirements and timeframes specified in that request; or
- (b) otherwise as agreed with the Scheme Manager or its delegate.

12.3 The NSW Telco Authority and the Scheme Manager (or any of its delegates) may share any data or information provided under section 12.2 (or a derivative work incorporating that data or information, for example a report) with any Eligible Customer.

12.4 In accordance with [NSW Procurement Board Direction PBD 2022-02 Engagement of Infrastructure Advisory Services suppliers](#), the top 50 Suppliers of Infrastructure Advisory Services to government (by spend), are required to submit a Supplier Report of Engagements to Treasury every 3 months. Suppliers will generally be notified if they are a top 50 Supplier in respect of a given year by December each year. Data must be provided within the Supplier Report of Engagements template, available via the [buy.nsw](#).

- 12.5 Information contained within the Supplier Report of Engagements may be shared between Government Agencies.

13 SUPPLIER INFORMATION MANAGEMENT

- 13.1 Each Supplier must ensure that (and may be required by the Scheme Manager at any time to provide evidence that):
- (a) they are financially solvent;
 - (b) they or their personnel are not subject to an ICAC inquiry or any other type or Probity Event or Probity Investigation; and
 - (c) the information they have provided is true and correct.
- 13.2 An Applicant or Supplier must notify the NSW Telco Authority by emailing details to SCM0053@customerservice.nsw.gov.au immediately if it becomes aware that:
- (a) an event has occurred or is likely to occur which will, or is likely to, affect its financial solvency;
 - (b) it is or is likely to be subject to an ICAC inquiry or any other type or Probity Event or Probity Investigation; or
 - (c) the information it has provided is false or misleading.
- 13.3 Where an Applicant or a Supplier is no longer financially solvent or is subject to an ICAC inquiry, its Application to be on, or membership on, SCM0053 (as applicable) may be suspended or revoked by the NSW Telco Authority in accordance with these Scheme Rules. Where circumstances change regarding financial solvency or ICAC inquiries, the Applicant or Supplier must immediately contact the NSW Telco Authority by email with relevant details.
- 13.4 Each Applicant and Supplier must ensure that the information it has provided in its Application and otherwise provided to the NSW Telco Authority, including its legal status (including a change in its registration details), financial status, contact details, relevant certifications, and accreditations remain current at all times during the term of SCM0053. If there are any changes to any data or information that an Applicant or a Supplier has provided at any time relating to SCM0053, it must immediately update that information on buy.nsw.
- 13.5 Depending on the value and/or the risk profile of the relevant procurement, the applicable Eligible Customer may from time to time, vary the necessary level of insurance required in order to be successful in tendering for the procurement. Failure to address this request satisfactorily may result in the Supplier being deemed out of contention for that particular procurement.
- 13.6 The Supplier must maintain:
- (a) copies of the insurance policies that the Supplier is required to hold and maintain;
 - (b) copies of certificates / policy documents relating the Supplier's systems and processes relating to quality management, the environment and work health and safety management (including any certifications relating to the extent to which those systems and processes comply with any relevant standards, including ISO standards);
 - (c) details of its spend data with each Eligible Customer for each financial year;

- (d) copies of any information that is provided as part of any Application, including copies of any rates, key personnel details and referee reports; and
- (e) any other information necessary to allow the NSW Telco Authority to assess the Supplier's compliance with these Scheme Rules, including the conditions of participation set out in section 9.

13.7 At all times the NSW Telco Authority reserves the right to conduct further due diligence into the data or information provided by an Applicant or a Supplier in its Application and/or information that the Supplier is required to maintain under SCM0053 on [buy.nsw](http://buy.nsw.gov.au). The Scheme Manager or its delegate may make further enquiries in respect of the information provided by an Applicant or a Supplier in respect of its Application or that it is obliged to maintain under SCM0053 in any response to a request for further data or information.

14 BASIS TO EXCLUDE A SUPPLIER

- 14.1 The NSW Telco Authority or an Eligible Customer may exclude a Supplier from a procurement if it has a reasonable belief regarding the following:
- (a) that the Supplier is bankrupt or insolvent;
 - (b) that the Supplier has made one or more false or misleading declarations;
 - (c) that there has been a significant deficiency or persistent deficiencies in the performance by the Supplier of any substantive requirement or obligation under a prior contract;
 - (d) ICAC (or an equivalent body in a jurisdiction in Australia) within the previous 10 years, has made a finding or has been of the opinion that the Supplier has engaged in corrupt conduct;
 - (e) that the Supplier has failed to pay taxes;
 - (f) that the Supplier has been convicted of an offence punishable by imprisonment for a term of 2 years or more, or by a fine of \$200,000 or more;
 - (g) that the Supplier has been found guilty of professional misconduct or unprofessional conduct in a jurisdiction in Australia;
 - (h) that any other circumstances specified in clause 12(1) of the EPP Direction apply in respect of the Supplier;
 - (i) section 13.5 applies to the Supplier in relation to that procurement;
 - (j) the Supplier has breached any contract, these Scheme Rules or the Standing Offer Deed;
 - (k) the Supplier is, or is likely to be, subject to an ICAC inquiry or any other type or Probity Event or Probity Investigation;
 - (l) the Supplier has been involved in Modern Slavery or conduct that would constitute a breach of any Modern Slavery Laws, failed to comply with its reporting requirements under the Modern Slavery Laws or provided false or misleading information in any statement submitted under the Modern Slavery Laws;
 - (m) under any law, or a direction, instruction, order, declaration, proclamation instrument or other similar edict made under a law:

- i. the Supplier is restricted or prevented from supplying any services or deliverables in any part of Australia; or
 - ii. any Eligible Customer is not permitted to procure specified services or deliverables from, or otherwise deal with, the Supplier;
- (n) the Supplier has not complied with the NSW Government’s Supplier Code of Conduct, as stated in section 7.4; or
- (o) that the Supplier has, at any time, been suspended from SCM0053 in accordance with section 17.
- 14.2 In this section 14, a reference to the Supplier includes, if the Supplier is a body corporate, a director and any other person involved in the management of the affairs of the body corporate.

15 CHANGES TO A SUPPLIER’S NAME OR ABN

- 15.1 If there is a change to a Supplier’s name, but not its ABN, then the Supplier must:
- (a) email SCM0053@customerservice.nsw.gov.au with the updated name and a brief description of the reason for change (e.g., company merger, sale, etc); and
 - (b) update the Supplier's name on buy.nsw.
- 15.2 If there is a change to a Supplier's ABN, the Supplier must:
- (a) email SCM0053@customerservice.nsw.gov.au with the updated ABN and a brief description of the reason for change (e.g., company merger, sale, etc); and
 - (b) submit a revised Application to join SCM0053 using the updated ABN.

16 SUPPLIER PERFORMANCE EVALUATION

- 16.1 The NSW Telco Authority (through the Scheme Manager or its delegates) or the Scheme Management Committee may review the performance of one or more Suppliers for the following criteria:
- (a) financial management;
 - (b) operational performance;
 - (c) relationship quality; and
 - (d) risk.
- 16.2 A Supplier's performance may be evaluated based on various information sources, including Supplier reporting, feedback forms completed by the NSW Government, Eligible Customers where applicable, and audits of the invoices and purchase orders relating to supplied equipment, infrastructure, software and/or services.
- 16.3 By participating in the Scheme, each Supplier:
- (a) acknowledges that the NSW Telco Authority (through the Scheme Manager or its delegates), the Scheme Management Committee, the NSW Government, and any other Eligible Customers that it deals with, may use and disclose any data or information provided by the Supplier or any of its personnel for the purposes any performance evaluation under section 16.1; and

- (b) authorises the NSW Telco Authority (through the Scheme Manager or its delegates), the Scheme Management Committee, the NSW Government, and any other Eligible Customers to disclose and share that data or information and any derivative work including that data or information (for example a performance report) among the NSW Telco Authority (through the Scheme Manager or its delegates), the Scheme Management Committee, the NSW Government and any other Eligible Customers.

17 TEMPORARY SUSPENSION FROM SCM0053

- 17.1 The NSW Telco Authority (through the Scheme Manager or its delegate) may suspend a Supplier from SCM0053 for up to 3 months if it considers that:
- (a) the Supplier has not complied with, or met, any of the Scheme Rules, including any of the conditions of participation that are relevant to the Supplier List on which that Supplier is listed;
 - (b) the Supplier is, or is likely to be, subject to an ICAC inquiry or any other type or Probity Event or Probity Investigation;
 - (c) the Supplier has been involved in Modern Slavery or conduct that would constitute a breach of any Modern Slavery Laws, failed to comply with its reporting requirements under the Modern Slavery Laws or provided false or misleading information in any statement submitted under the Modern Slavery Laws;
 - (d) under any law, or a direction, instruction, order, declaration, proclamation instrument or other similar edict made under a law:
 - i. the Supplier is restricted or prevented from supplying any services or deliverables in any part of Australia; or
 - ii. any Eligible Customer is not permitted to procure specified services or deliverables from, or otherwise deal with, the Supplier;
 - (d) an issue has arisen relating to one or more of the Supplier and any of its Related Bodies Corporate or any of their personnel which creates a risk for an Eligible Customer in relation to security, compliance, or a risk to the interests of the State of New South Wales;
 - (e) any of the circumstances specified in clause 12(1) of the EPP Direction apply in respect of the Supplier; or
 - (f) the Supplier has not demonstrated satisfactory performance.
- 17.2 The NSW Telco Authority (through the Scheme Manager or its delegate) will advise the Supplier of the reasons for the suspension and of any actions required to lift the suspension.
- 17.3 A Supplier that has been suspended from SCM0053 must inform the NSW Telco Authority if and when the actions required to lift the suspension have been undertaken.
- 17.4 The Scheme Manager or its delegate will review the status of a Supplier who has been suspended under section 17.1 and any actions taken under sections 17.2 and 17.3. If it considers that the action taken by the Supplier is insufficient, the Scheme Manager may recommend to the NSW Telco Authority that the suspension period be extended and the Supplier may be notified accordingly. The NSW Telco Authority may lift the suspension if it is satisfied that the Supplier has taken appropriate action to address the reasons for the suspension.

- 17.5 A Supplier that is temporarily suspended from SCM0053 is not entitled to, and must not, accept any new contracts, or submit any responses to any procurement, under SCM0053. A Supplier that is temporarily suspended from SCM0053 must continue to perform any contract entered into under SCM0053 prior to the date on which the suspension became effective.

18 REMOVAL FROM THE SCHEME

- 18.1 As Eligible Customer's requirements change, it may become necessary to revise the composition of SCM0053. To that end, the NSW Telco Authority reserves the right throughout the life of SCM0053 to re-open or change the composition of SCM0053 as the needs of the Government Agencies and other Eligible Customers change and/or as performance of the Supplier warrants.
- 18.2 The Scheme Manager or its delegate may revoke a Supplier's membership to SCM0053 if it considers that:
- (a) the Supplier has breached any of the Scheme Rules;
 - (b) the Supplier has failed to meet applicable financial requirements;
 - (c) the Supplier does not meet the conditions of participation;
 - (d) the Supplier has been the subject of substantiated reports of unsatisfactory performance for Eligible Customers;
 - (e) the Supplier has been determined not suitable for future work;
 - (f) the Supplier has been found to have intentionally, with or without the relevant customer's knowledge, split the value and/or requirements of a requirement/contract so as to deliver the requirements under the Base Contract or the Micro Spend Contract;
 - (g) the Supplier has provided unsatisfactory performance with requirements/contracts under SCM0053 at a Supplier performance evaluation when the Supplier has already been suspended;
 - (h) the Supplier has experienced an adverse change in capacity or capability;
 - (i) the Supplier has experienced an adverse change in business status;
 - (j) the Supplier has been convicted of a breach of its obligations under work health and safety legislation or environmental protection legislation;
 - (k) the Supplier has otherwise failed to meet the standards required by SCM0053 in terms of its outcomes, business management systems, client satisfaction and ethical business practices;
 - (l) the Supplier is, or is likely to be, subject to an ICAC inquiry or any other type or Probity Event or Probity Investigation;
 - (m) the Supplier has been involved in Modern Slavery or conduct that would constitute a breach of any Modern Slavery Laws, failed to comply with its reporting requirements under the Modern Slavery Laws or provided false or misleading information in any statement submitted under the Modern Slavery Laws;
 - (n) under any law, or a direction, instruction, order, declaration, proclamation instrument or other similar edict made under a law:

- i. the Supplier is restricted or prevented from supplying any services or deliverables in any part of Australia; or
 - ii. any Eligible Customer is not permitted to procure specified services or deliverables from, or otherwise deal with, the Supplier;
- (o) an issue has arisen relating to one or more of the Supplier and any of its Related Bodies Corporate or any of their personnel which creates a risk for an Eligible Customer in relation to security, compliance, or a risk to the interests of the State of New South Wales;
 - (p) any of the circumstances specified in clause 12(1) of the EPP Direction apply in respect of the Supplier;
 - (q) the Supplier has been temporarily suspended under section 17 and that suspension has continued for longer than 60 days or any longer period notified by the Scheme Manager or its delegate;
 - (r) the Supplier been temporarily suspended under section 17 on multiple occasions; or
 - (s) the Supplier engaged in activities that contravene or circumvent the requirements of the SCM0053 Scheme Guidelines for Customers, which are available at <https://info.buy.nsw.gov.au/schemes/operational-telecommunications-equipment-infrastructure-and-services-scheme>.
- 18.3 Before a Supplier’s membership on SCM0053 is revoked under section 18.2, the NSW Telco Authority 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.

19 REQUEST FOR REVIEW OF THE DECISION

- 19.1 Where a Supplier considers that there are substantive grounds for the Scheme Manager or its delegate to reconsider its decision for revocation under section 18, the Supplier may request a review of the decision in writing, by emailing full details of the reasons for the request for review to SCM0053@customerservice.nsw.gov.au.
- 19.2 The NSW Telco Authority will inform the Supplier of the outcome of the review via email.

20 GENERAL COMPLAINTS PROCESS

- 20.1 Policy and processes for Supplier complaints have been defined and documented consistent with the NSW Procurement Board [Complaint Management for Buyers](#). Applicants or Suppliers who want to raise a complaint have the responsibility to review the [Complaint Management for Buyers](#).
- 20.2 The NSW Telco Authority is responsible for resolving complaints concerning its procurement actions at the appropriate level, usually commencing at the area undertaking the procurement. Complaints may be escalated as necessary and referred to external statutory bodies as appropriate, including the NSW Procurement Board.
- 20.3 Applicants and Suppliers may choose to lodge complaints in a variety of ways, depending on the type and severity of complaint. A simple matter may be raised verbally and could potentially be addressed directly at the officer level. More complex matters may require documentation and written evidence. Applicants and Suppliers may complain to the NSW Telco Authority by emailing SCM0053@customerservice.nsw.gov.au.

- 20.4 Complaints will be acknowledged promptly in the most appropriate medium for communicating with the Applicant or Supplier (as applicable).
- 20.5 Except where there is an overriding legal requirement or public interest, if the NSW Telco Authority needs to share information about the complaint to a party external to the agency to resolve the complaint, the NSW Telco Authority will advise the Applicant or Supplier (as applicable) before any action is taken.
- 20.6 The resolution of the complaint will focus on outcomes rather than apportioning blame or fault, although this will depend on the nature of the complaint. A breach of the Supplier Code of Conduct or Business Ethics Statement, tendering or contract conditions, or fraudulent or criminal activities may result in sanctions or other disciplinary action.
- 20.7 The NSW Telco Authority is responsible for informing the Applicant or Supplier (as applicable) about the outcome of the complaint, including the findings and any rectification, in a timely manner.
- 20.8 Suppliers have the option to request that the complaint be reviewed if they are not happy with the outcome, or handling, of the matter.

21 APPLICANT'S ACKNOWLEDGMENT

In submitting an Application and thereby applying for membership of SCM0053, the Applicant agrees that it accepts the Scheme Rules.

22 DISCLAIMER

- 22.1 The NSW Telco Authority reserves the absolute discretion to accept or reject an Applicant's Application with or without limitation and/or conditions.
- 22.3 The NSW Telco Authority reserves the absolute discretion to revoke a Supplier's inclusion in the Base Supplier List or Advanced Supplier List.
- 22.4 The NSW Telco Authority will not be held liable for any costs or damages incurred by an Applicant in applying for membership on SCM0053 or by any Supplier in complying with the Scheme Rules.

23 NO GUARANTEE OF SUPPLY

- 23.1 Acceptance as a Supplier under SCM0053 gives no guarantee whatsoever of any work to any Supplier.
- 23.2 Acceptance as a Supplier under SCM0053 does not guarantee:
- (a) continuity as a Supplier for the duration of SCM0053;
 - (b) receipt of opportunities to tender; or
 - (c) engagements or work of any kind or quantity will be offered.

24 REVIEW AND DEVELOPMENT OF SCM0053

- 24.1 SCM0053 will be monitored by the Scheme Management Committee and the NSW Telco Authority to assess whether the objectives and intent of the SCM0053 are being met. Modifications to the SCM0053 may be made at the NSW Telco Authority's discretion during the life of SCM0053.
- 24.2 Suppliers will be bound to all changes to SCM0053.

24.3 The NSW Telco Authority will inform the Suppliers about any changes made to SCM0053.

25 TERMINATION

25.1 SCM0053 may be terminated with 90 days' notice at the sole and absolute discretion of the NSW Telco Authority by posting a Scheme Notice of Termination on [buy.nsw](http://buy.nsw.gov.au).

25.2 Suppliers will be given a notice of termination upon termination of SCM0053.

SCHEDULE A - RISK ASSESSMENT

1 Risk assessment

- 1.1 If a contract is for, or includes, High Risk Work as specified in section 2 of this Schedule A, the contract will be deemed to be a 'high risk' contract and will require the use of the Advanced Contract template (or a Standing Offer Deed including the Advanced Contract template).
- 1.2 If section 1.1 of this Schedule A does not apply, a Customer must use the risk principles and associated tools (if any) published on info.buy.nsw for the purposes of making the risk assessment relating to contracts or engagements under SCM0053 (as updated, superseded or replaced from time to time) to determine the relevant risk rating for a particular contract or engagement.

2 High Risk Work

- 2.1 For the purpose of section 1.1 of this Schedule, **High Risk Work** means any work which is specified in the following table, or any other work, services, activities, functions or responsibilities which are deemed 'high risk' by the relevant Government Agency or other Eligible Customer:

High Risk Work	Examples
<p>Confined spaces Work that is carried out in or near a confined space</p>	<ul style="list-style-type: none"> connecting a new cabling in a 3 metre Telstra manhole pulling a fibre within a pit
<p>Demolition Work that involves demolition of an element of a structure that is loadbearing or otherwise related to the physical integrity of the structure</p>	<ul style="list-style-type: none"> removing mast or pole guys or anchorages removing bracing from a wall or roof as part of a renovation knocking down load-bearing walls as part of a shelter or building conversion using explosives to break up rock or to remove a tree stump blasting in demolition of towers and / or preparation of construction of a building or a road
<p>Electrical work Work that involved high voltage electricity, energised electrical installations or services</p>	<ul style="list-style-type: none"> drilling into a wall where live electrical wiring may be present working near overhead or underground power lines 'Electrical installations / services' do not include appliances such as power leads and electrically powered tools
<p>Electromagnetic radiation emissions</p>	<ul style="list-style-type: none"> Working on network sites that emit EME

High Risk Work	Examples
Working in environment susceptible to EME exposure	
<p>Hazardous chemicals Work that can include: exposure to hazardous chemicals including asbestos and crystalline silica pressurised gas distribution mains or piping chemical, fuel or refrigerant lines</p>	<ul style="list-style-type: none"> • removing floor tiles containing asbestos as part of a renovation • cutting or drilling into an asbestos cement sheet wall • demolishing a pit that contains asbestos • working on asbestos cement conducts/pipes • fuels • gases • solvents • pesticides/herbicides • industrial chemicals • excavating foundations near to an existing gas supply (near means close enough that there is a risk of hitting or puncturing the mains or piping)
<p>Mobile plant and lifting operations Use of mobile plant – cranes, forklifts and EWP</p>	<ul style="list-style-type: none"> • Erection of structure • decommissioning of structure • Material/equipment delivery or install on rooftop. • Riggers on the structure • More than one crane • A combined load of over 20 tonnes • A load above 80% of the crane’s capacity. • Use of Helicopters for operation or maintenance • Use of Drones for operation or maintenance • Work that involves tilt-up or pre-cast concrete • decommissioning plant
<p>Remote or isolated work (includes Driver safety) Working in remote or isolated areas including long travel distances</p>	<ul style="list-style-type: none"> • survey and inspection work in remote regional areas involving long distance travel • Working in isolation
<p>Transporting and loading materials Work that involves transporting materials and equipment for the purpose of construction, repair or modification of existing services.</p>	<ul style="list-style-type: none"> • Tower and construction materials • Batteries • Plant and equipment
<p>Underground and concealed service</p>	<ul style="list-style-type: none"> • laying or repairing pipes or conduits in a trench that is more than 1.5 metres deep

High Risk Work	Examples
<p>Work that is carried out in or near a shaft or trench with an excavated depth greater than 1.5 metres or is carried out in or near a tunnel</p>	<ul style="list-style-type: none"> • testing drainage pipes in a trench that is more than 1.5 metres deep • working near bored piers that are greater than 1.5 metres deep • building a tunnel while constructing an underground railway or road • removing pipework or pit that may contain the residue of hazardous chemicals • maintaining, demolishing or removing old tanks
<p>Working at heights Work that involves a risk of a person falling from one level to another</p>	<ul style="list-style-type: none"> • installing antennae or feeder cables at height • installing roof sheeting, cable trays or access ways • working adjacent to a pit or opening with a fall height of more than 2 metres • Work that is carried out on a telecommunications tower • installing or maintaining equipment on a telecommunications tower • Work that involves structural alterations or repairs that require temporary support to prevent collapse • using props to support a pole/mast where a load-bearing element will be removed

SCHEDULE B – CONDITIONS FOR PARTICIPATION FOR BASE SUPPLIER LIST AND ADVANCED SUPPLIER LIST

Supplier List	Conditions for participation
Base	<p>The Applicant has satisfactorily answered the Base Supplier Questionnaire on buy.nsw, including:</p> <ol style="list-style-type: none"> 1. organisation profile; 2. business experience and capacity; 3. relevant accreditations; 4. financial capacity; 5. insurance; 6. legal compliance; and 7. applicant declaration.
Advanced	<p>The Applicant has satisfactorily answered the Advanced Supplier Questionnaire on buy.nsw, including:</p> <ol style="list-style-type: none"> 1. organisation profile; 2. business experience and capability; 3. relevant accreditations; 4. service levels; 5. financial capacity; 6. warranties; 7. rate card information; 8. work, health and safety; 9. insurance; 10. legal compliance; and 11. applicant declaration.