

# Procurement Policy

## Section 1 - Purpose and Context

(1) The Procurement Policy sets out the principles under which procurement will occur at Western Sydney University (University) and its associated entities. It also outlines the approved methods and processes for procurement.

(2) The purpose of the policy is to set out a strategic approach to the professional management, oversight, coordination and integration of procurement across the University. This policy also supports the management of commercial and supplier risk.

(3) The policy applies to all activities involving procurement of goods and services undertaken by the University (excluding the exceptions detailed in clause 8) including all general and specified goods and services from external suppliers whether purchased or leased, capitalised or expensed.

(4) The policy conforms with the NSW Government Guidelines on Procurement and complies with all relevant legislation and regulations and should be read in conjunction with the [Corporate Credit Card Policy](#), the [Asset Management Policy](#), the [Delegations of Authority Policy](#), the [Records and Archives Management Policy](#), [Digital Services Implementation Policy](#), [Risk Management Policy](#) and other associated policies and procedures.

(5) Procurement Services will manage, administer and support the University's Procurement requirements and are responsible for establishing, amending and reviewing all supporting guidelines, processes, templates and tools to enact this policy. They are also responsible to monitor and report on compliance to this Policy and associated processes to the Vice-President, Finance and Digital Services.

## Section 2 - Definitions

(6) For the purposes of this policy:

Authorised Delegate	means a person who has the delegated authority to authorise expenditure for procurement of goods or services and sign off the transaction as specified in the <a href="#">Delegations of Authority Policy</a>
Closed Tender	means a Tender where a limited number of Suppliers have been invited to respond.
Conflict of Interest	means a conflict between performing an official duty and another interest that has the potential to interfere with the proper performance of that official duty. The University's requirements regarding Conflict of Interest reported are set out in the <a href="#">Conflict of Interest Policy</a> , guidelines and the <a href="#">Code of Conduct</a> .
Consultant	means an external person or organisation engaged with a specific skill set and knowledge not normally available at Western Sydney University to provide professional or expert advice in a specific field. They have greater subject matter expertise than would be feasible for the University to retain in-house and are typically engaged on short term basis
Contract	means an agreement between two or more parties (supplier and the University) that sets out what will be delivered at what cost and other obligations and requirements. This may be a Standard Form Contract, Standard Purchase Order Terms or other form of University approved contract and includes relevant schedules, annexures or attachments for the services, fees and any other relevant information agreed between the parties. The Contract also incorporates any related Variations.

Contract Management Framework	means the process for managing the lifecycle of contracts created and administered by the University.
Contract Owner	means a University Authorised Delegate who is responsible for the contractual relationship with the supplier. Usually the contact staff from the relevant business unit initiating the procurement activity.
Contracted Suppliers	means a Supplier that has a current Contract in place with the University
Delegate	means University staff who have the delegated authority to represent the University in the transaction as set out under the <a href="#">Delegations of Authority Policy</a> .
Emergency	means situations that include but are not limited to: natural or manmade disasters (such as earthquakes, cyclones, tsunamis, volcanic eruptions, flooding, fires and biosecurity), critical health or environmental emergencies (such as pandemic or food safety incident) Political emergencies (such as war) and failures of critical infrastructure or equipment where: 1. necessary actions are required in the event of a fire alarm, life safety system alarm, gas leak alarm, flood alarm, power failure etc., or 2. an issue is identified that is required to be “made safe” in order to restore health and safety conditions, or 3. an issue is identified that is required to be mitigated in order to prevent an “unsafe” condition, or 4. there is a requirement to mitigate or prevent any likely or further damage to the University’s facilities or activities, or 5. there is a risk that delayed action may result in actual damage to the University’s facilities or activities. Urgent situations arising through a lack of planning do not constitute an emergency.
GIPA	means the <a href="#">Government Information (Public Access) Act 2009 (NSW)</a> as amended from time to time.
Independent Contractor	means a person who contracts to perform work for another person or organisation, but is not employed by that person or organisation. An independent contractor undertakes to produce a given result, and the agreed payment is payable when the contractual conditions have been fulfilled. They are engaged as there is a need to augment existing resources (e.g. due to a short-term increase in projects), or to fulfil a short-fall in capacity where certain skills and knowledge are ordinarily present. Independent Contractors must be genuine (e.g. with a valid ABN/ACN, registered for GST etc (if Australian-based) and have adequate insurances in place).
ICAC	means Independent Commission Against Corruption
Mandatory Terms	means Payment Terms – the University does not pay in advance for the supply of goods and/or services (unless approved by the Vice-President, Finance and Digital Services), Deposits – the Financial Delegate may approve the issue of a deposit to the Supplier only after appropriate commercial terms have been agreed and approved, Other Terms as specified by Procurement Services or the Office of General Counsel
Modern Slavery	means modern slavery as defined in section 4 of the Modern Slavery Act 2018 (Cth) and includes human trafficking, forced labour, child labour, debt bondage, situations where workers' freedom is deprived, restricted or undermined or where workers are otherwise exploited, and similar unethical conduct.
Open Tender	means a Tender where the University has publicly invited offers to respond.
Preferred Supplier	means a Supplier that the University has entered into a preferred Contractual arrangement with.
Procurement	means all activities involved in the acquisition of goods, services, infrastructure and capital works either purchased or leased, including but not limited to: 1. identifying the need to procure 2. electing external suppliers, whether or not via a tender evaluation process 3. contracting and placing orders 4. managing contracts and suppliers including the supply chain 5. Governance and compliance of contractual requirements, policies, regulations and relevant laws
Procurement Plan	means the form required for some Procurement Activities as outlined in clause (23) of this policy.
Probity Plan and Advisors	means the provision of advice and assistance before and during the course of the procurement process, as a basis for improving the procurement outcome and addressing unexpected probity issues that may arise.

Purchase Order	means the document issued by the relevant University staff to a Supplier acknowledging that there is a commitment to engage a Supplier to perform a Scope of Work for the University and to obtain related payment.
Procurement Review Committee	means a committee established to review and approve Procurement and Tender activity on behalf of the University according to their terms of reference.
Purchase and Service Requisition	means the request document raised to obtain approval to issue a Purchase Order to a Supplier.
Responsible and Social Procurement	means using the University's purchasing power to generate social benefits, adding value to procurement outcomes and supporting supplier and workforce diversity.
Restricted Items	means Goods and/or Services where the University has determined that only certain business units may undertake Procurement activities where there is specific industry experience and knowledge required as approved by the Vice-President, Finance and Digital Services.
RFx	means any of the following Tender activities: Request for Information (RFI), Expression of Interest (EOI) Request for Proposal (RFP), Request for Tender (RFT) or Request for Quotation (RFQ)
Scope of Work	means goods and/or services to be provided by the Supplier detailing how the work must be performed, the responsibilities between the parties, what materials and / or activities are required, minimum quality standards, minimum warranties, milestones or deadlines , and any requirements relating to delivery, installation or acceptance at a minimum. Scope of Work should be documented and form part of a contract, usually as a Schedule. Also known as a Statement of Work or Scope of Services.
Sole Supplier	means Procurement activity where direct negotiation with one Supplier is approved in accordance with this Policy, refer clause (29) Direct Negotiations (Sole Supplier).
Standard Contract Form	means a form of Contract that has first been approved by the Office of General Counsel for use with specific types of Procurement Activities or has been previously established by state or national government entities against which the University is entitled to procure.
Standard Purchase Order Terms	means the terms and conditions, as amended from time to time, that are approved by the Office of General Counsel for use on Purchase Orders.
Procurement Services	means the business unit responsible for this policy and related governance and processes that has oversight of all related Procurement activities.
Supplier	means an external person or organisation that supplies goods and/or services that the University may procure, in conducting its business.
Tender	means a Tender activity either as a Closed Tender or Open Tender in the form of a Request for Information (RFI), Request for Proposal (RFP) or a Request for Tender (RFT).
Tender Threshold	means a Total Cost of Ownership of \$250k (excluding GST) or greater.
Total Cost Ownership	means the total cost of acquisition of the goods and/or services including all supply, freight, installation, training and associated ongoing maintenance and/or service costs or other ongoing operational costs to support that purchase over the proposed purchase period and possible extensions.
Variation	means an amendment to a Contract agreed between the University and the Contracted Supplier.

## Section 3 - Policy Statement

### Part A - Procurement Principles and Core Requirements

(7) Application - this policy applies to the acquisition of goods and services which includes but is not limited to the following categories or circumstances:

- a. Information Technology and Digital Services (ITDS) including any related information technology hardware, software and services;
- b. Capital works, facilities and associated expenditure;
- c. Equipment and consumables, including those used for teaching and research;
- d. General goods and services (e.g.: catering, office products, contingent labour, conference bookings etc);
- e. Travel and related items (e.g. accommodation, airfares, etc.); and
- f. Independent Contractors and Consultants (including recruitment agents).

(8) Exception – The following are excluded from the requirement to comply with this policy:

- a. Property – real estate including acquisition, subdivision, disposal, statutory authority charges, mortgages or grants of easements or covenants,
- b. Human Resources – determination of benefits, wages and salaries of University employees, and
- c. In-house Goods & Services - goods or services developed/provided in-house and paid by internal journal/budget. This includes instances where the University may have received funding from external sources such as a grant, etc.

(9) Core Principles - All Procurement activities must be undertaken in accordance with the University's statutory and regulatory requirements and responsibilities, its policies and procedures, and will align with the underlying principles of the University as stated in its mission, vision, values and Strategic Plan. This encompasses the following core principles:

- a. Value for money – including considerations of fitness for purpose, fair market price, whole of life costs, post-delivery support, environmental sustainability, social responsibility, evidence of previous performance or experience, effective warranty and conformity to law as well as other considerations.
- b. Probity and equity principles – including open and effective competition, fairness and impartiality, consistency and fairness of process, accountability, transparency, security and confidentiality.
- c. Segregation of duties –ensuring appropriate oversight to ensure that probity and equity principles are adhered to.
- d. Conflicts of interest – any actual, perceived or potential conflict of interest must be reported and managed in accordance with the [Conflict of Interest Policy](#) and the [Code of Conduct](#). Procurement Plans must include a declaration of either no Conflict of Interest or details of any Conflict of Interest.
- e. Delegations and approvals – any financial approvals must be provided in accordance with the [Delegations of Authority Policy](#) and appropriate funds must be available. The appropriate Delegate should authorise the commencement of any procurement activity. Even if an Authorised Delegate has the appropriate delegation, they must not approve their own recommendation in relation to a procurement activity.
- f. Gifts and hospitality – where the University or any University staff member receives gifts, extensive hospitality

or any other benefits from third parties, including current or prospective Suppliers, the University's [Gifts and Benefit Policy](#) and associated procedures must be applied; and

- g. Responsible and Social Procurement – subject to costs and other considerations, use best endeavours to purchase goods and/or services that are socially, ethically and environmentally friendly and sustainable, including consideration of the disposal of such goods and the complete supply chain. Selecting suppliers that add social, ethical and environmental outcomes and benefits through providing opportunities for indigenous, people with disability, disadvantaged or similar groups should be considered in line with value for money principles. All Procurement must comply with any regulatory or legislative requirements for Responsible and Social Procurement as may be in place from time to time these include but are not limited to [Workplace Gender Equality Act 2012](#), [Modern Slavery Act 2018](#), [Australia's Foreign Relations \(State and Territory Arrangements\) Bill 2020](#).

(10) Pre-Procurement Risk Assessment – the Authorised Delegate should ensure that a risk assessment is undertaken, in accordance with the [Risk Management Policy](#), prior to the commencement of Procurement.

(11) Probity Plans and Advisors – probity plans and advisors must be used for non-routine Procurement, e.g. relatively high value, complex or high risk. The relevant Procurement Review Committee is responsible for advising on and endorsing the appointment of probity advisors.

(12) Specialist Consultants - Specialist Consultants may be engaged in Procurement activities where specialist advice is required. Specialist consultants are required to comply with this Policy. Efforts must first be made to identify appropriate in-house expertise and/or advice from other Government or sector agencies which have completed similar Procurement activities and obtain the relevant capacity to meet scope, program and deliverables. Specialist Consultants may sit on Evaluation Panels in a technical advisory capacity only.

(13) Preferred Suppliers - Procurement Services, in consultation with relevant stakeholders, will establish or endorse from time to time Preferred Suppliers which must be used to purchase those specified goods and/or services.

(14) Exemption to Preferred Suppliers – an exemption may be granted to clause (13) Preferred Suppliers, where it can be demonstrated that the current Preferred Supplier is either:

- a. not capable of delivering the required Scope of Works; and/or
- b. not willing to deliver the required Scope of Works; and/or
- c. where a once off exemption has been approved by Procurement Services

Purchases from these supplier/s must be made in accordance with the approved contractual agreement and process

(15) Restricted Items – the University has authorised certain units to negotiate and secure contracts for particular goods and/or services on its behalf. Only those nominated areas are authorised to procure for these items. These restrictions are approved by the Vice-President, Finance and Digital Services. Refer to the [Procurement Process](#) webpage.

(16) Breaches – staff who breach the provisions of this policy may be subject to disciplinary action for unsatisfactory conduct or misconduct as outlined in the relevant University staff agreement or relevant policies. Such action may result in the withdrawal of delegated authority and/or other disciplinary action. Serious matters will be reported to the Police and/or the [ICAC](#) which potentially could result in civil or criminal proceedings. There is a statutory requirement for the University to report all suspected fraud to the [ICAC](#), irrespective of the amount involved.

(17) Splitting Procurement - it is a breach of the [Delegation of Authority Policy](#) and this policy to split a Procurement activity into multiple parts whether, in an attempt to circumvent the requirements of the Procurement Matrix, refer (22) or any other provisions of this policy, or not.

(18) [Government Information \(Public Access\) Act 2009](#) (GIPA) - GIPA mandates certain records to be available to the public. It is the responsibility of the Delegate to ensure that GIPA requirements are met for Procurement activities and that the GIPA Contract Register is kept up to date with all subsequent Variations. Refer to the [Procurement Process](#) webpage.

(19) NSW Government or Procurement Consortiums - the NSW Government and various Higher Education Industry Consortiums enter into contracts for the supply of a range of goods and/or services from time to time. In some circumstances it may be in the University's best interests to leverage such arrangements. The Direct Negotiation process should be used in the circumstances where the University would receive a benefit from leveraging such an arrangement.

## Part B - Procurement Rules

(20) Standard Procurement Documents and Templates - all procurement activities must be undertaken in accordance with the [Procurement Process](#). Any exceptions to this must be approved by the Director, Procurement Services.

(21) Preferred Suppliers - must first be considered prior to commencing a Procurement activity, refer (13).

(22) Procurement Matrix - provides the minimum requirements for procurement activities, and should be used as a guide as to the high-level [Procurement Process](#) required. Procurement activities identified as high risk may have additional governance requirements.

**Table 1 - Procurement Matrix**

Total Cost of Ownership (excluding GST)(refer Note 2,3 & 4)	Minimum Procurement Activity	Preferred Contractual Approach (Note 1)	Notes
Less than \$5K	No quote required.	N/A	Use corporate card in line with the <a href="#">Corporate Credit Card Policy</a> , otherwise ensure that a Purchase Order is raised using the relevant process. Ensure appropriate Delegate approval.
Less than \$50K	1 written quote required	Standard Purchase Order Terms Contract	WSU standard Purchase Order Terms issued at Purchase Order creation
More than \$50K to \$250K	3 written quotes required and Procurement Plan submission to Director, Procurement Services or as per clause 28.	Standard Form Contract Template	Required pro-formas and procurement plan to be completed before the commencement of procurement activities.
Less than \$150K (Scientific equipment or accessories for teaching & research purposes)	1 written quote required	Standard Purchase Order Terms	Where supplier can be proven to be the only Australian agent for scientific equipment and/or accessories for research or teaching continuity or maintenance agreement with Original Equipment Manufacturer (OEM) or sole agent. Attach copy of quote and proof of OEM or sole agency.

Total Cost of Ownership (excluding GST)(refer Note 2,3 & 4)	Minimum Procurement Activity	Preferred Contractual Approach (Note 1)	Notes
Above \$250K (Tender Threshold)	Tender Process	Standard Form Contract Template	Required pro-formas and procurement plan for Tender to be completed before the commencement of procurement activities in conjunction with Procurement Services.

Note 1 - The type of contract used will be either a standard form template approved by the Office of General Counsel or a bespoke contract, depending on the type of Procurement activity and level of risks involved.

Note 2 - Total Cost of Ownership must include total purchase value over the term of engagement, refer to Multiple Engagements (30).

Note 3 - Any variation or deviation from the Procurement Matrix will require Procurement Services approval.

Note 4 - The appropriate Delegate must approve Procurement activities to be initiated.

(23) Scope of Work - business units must, in consultation with Procurement Services, develop a detailed scope or specification of the goods or services to be delivered. This should include a detailed description of the goods or services, minimum quality standards, minimum warranties, milestones or deadlines, any requirements relating to delivery, installation or acceptance.

(24) Procurement Plan - procurement activities in excess of \$50k require the completion of the [Procurement process](#) for approval prior to any procurement activity commencing. The [Procurement process](#) must include evaluation methodology and include Conflict of Interest declarations completed by all parties with an interest or involved with the Procurement.

(25) Procurement for Programs of Work - where the individual Procurement forms part of a wider program of activities, as part of the establishment of the program, a procurement strategy should be developed by the business unit and agreed with Procurement Services. This overarching strategy should be referenced in all related Procurement activities.

(26) Tender Threshold - if it is estimated that the expected total cost of the Procurement activity may be anticipated to be close to the Tender Threshold in the Procurement Matrix, refer (22 - Table 1), a Tender process is required.

(27) Tender Administration - all Tenders must be administered by Procurement Services using the Tender processes. A Tender Activity is where:

- a. A Scope of Work is issued to market,
- b. Suppliers are requested to provide information regarding their experience, capability and capacity to complete the Scope of Works,
- c. Suppliers provide a fixed price or schedule of rates to complete the scope of works,
- d. Responses are sought from at least 3 Suppliers (unless there is a valid reason approved by Procurement Services),
- e. There is an established schedule of relevant cut-off dates, and
- f. the responses are evaluated according to pre-determined criteria.

(28) Emergency Works - In cases of Emergency, where it is not practical to adhere to this policy in advance of the Procurement occurring then, as soon as practical after the Emergency, the relevant Procurement documentation and processes must be completed.

### **Direct Negotiations (Sole Supplier)**

(29) There may be situations where it is in the University's interests to deal directly with one supplier (Sole Supplier). Accepted circumstances where this could occur are where there is:

- a. only one available supplier for the goods and/or services;
- b. an ongoing or associated project and there is a compelling case to extend the Scope of Work with a specified Supplier;
- c. a legitimate reason to renew or rollover a Contracted Supplier due to relationship value, transition or design considerations and/or other valid reasons that are in the University's best interests, or
- d. a need to purchase scientific or technical assets or equipment and/or accessories valued at more than \$150K that is required to match existing assets for research or teaching continuity.

(30) Tangible and objective evidence of these circumstances existing must be supplied to Procurement Services for assessment and approval. Such evidence includes a copy of the OEM certificate.

(31) Formal approval to enter direct negotiations must be sought in advance via the specified Procurement process and must be authorised by Procurement Services and the appropriate Delegates.

(32) If the value of the proposed procurement is greater than \$150k (Ex GST) then Direct Negotiation must also be approved by the Vice-President, Finance and Digital Services or the relevant Deputy Vice-Chancellor and must be submitted for noting to the relevant Procurement Review Committee.

### **Contract Establishment**

(33) Standard Terms and Conditions - Procurement Services must ensure that the appropriate Standard Form Contract template is included in all RF(x) documentation, to inform all invited suppliers of the terms and conditions under which they will be required to contract, and in order to assess the level of Suppliers' compliance with the University's Standard Form Contract as part of the evaluation process. No supplier can commence work until a fully executed Contract is in place unless prior approval is provided by Procurement Services.

(34) Standard Terms and Conditions - the Authorised Delegate and Procurement Services must use standard contract templates or bespoke contracts approved by the Office of General Counsel. Appropriate early consultation must be undertaken with the Office of General Counsel.

(35) Contract Establishment - Procurement Services will facilitate the establishment, negotiation and execution of the final Contract between the University and the selected Supplier, in conjunction with the Authorised Delegate and, as appropriate, the Office of General Counsel.

(36) Mandatory Terms - the Mandatory Terms must be adhered to at all times.

### **Quotations**

(37) Quotations (Seeking and Assessing) - should be sought in line with the [Procurement Process](#) specified by Procurement Services.



(38) Quotations (Approving) – for Procurement between \$50k to \$250k (ex GST), the [Procurement Process](#) is required to be followed for approval by the relevant Delegate and endorsement by the Director, Procurement Services to ensure the required process including Supplier selection has been followed prior to purchase.

### **Multiple Engagements**

(39) Multiple Engagements – multiple engagements cannot be undertaken for a substantially similar Scope of Work with the same Supplier unless they are a Preferred Supplier, or unless they meet the following criteria:

- a. Each part of the works is issued to market in accordance with the provisions of this policy and it can be clearly demonstrated that the Supplier presented the best value for money option for each part of the works that it is engaged to perform;
- b. The requirements for Direct Negotiation (Sole Supplier) have been satisfied; and
- c. A sufficient period of time has passed since the Supplier was engaged to perform similar works (usually 12 months).

For the avoidance of doubt, under the circumstances contemplated in clause (39)a. it would be necessary to demonstrate that multiple Suppliers were given equal opportunity to quote/Tender for the works and that open and effective competition was facilitated.

If the additional engagement is related to alterations to the Scope of Work for a Contracted Supplier then refer to clause (55) (Variations).

### **Purchase Orders**

(40) Purchase Orders – Suppliers must not be engaged to commence any Services or to provide any goods without first being issued with a valid Purchase Order. Purchase Orders are required to be in place prior to a Scope of Work being performed, in order for invoices to be paid, except in exceptional circumstances if approved by Procurement Services. Invoices issued by Contracted Suppliers must have a valid University Purchase Order reference number that is referenced on their invoice or it will not be paid.

(41) Cancellation/Variation of Purchase Order – previously issued Purchase Orders can only be cancelled or varied by Procurement Services. Requests must be made in the form required (as outlined in the [Procurement Process](#)) and must be authorised by an appropriate Authorised Delegate. Where variations are greater than 20% of the original Purchase Order value and the accumulative value of the Purchase order exceeds \$50,000 then approval is required by the appropriate Procurement Review Committee.

### **Procurement Committees**

(42) Procurement Review Committees (PRC) – Committees will be established to oversee Procurement proposal that exceed the Tender Thresholds and/or any activities that result in a Tender activity, as well as Direct Negotiations greater than \$150k (Ex GST) and will meet regularly as required.

(43) Composition of the PRC – three PRCs will be formed to deal with:

- a. capital and facility management (CFM) Procurement;
- b. information technology and digital services (ITDS) Procurement; and
- c. other Procurement (Other).

(44) Membership of PRC CFM - shall consist of the Director, Procurement Services(Chair), Vice-President, Infrastructure and Commercial (or their nominated representative) and at least one other independent member nominated by the Vice-President, Finance and Digital Services.

(45) Membership of the PRC ITDS – shall consist of the Director, Procurement Services(Chair), Chief Information and Digital Officer (or their nominated representative)and at least one other independent member nominated by the Vice-President, Finance and Digital Services.

(46) Membership of the PRC Other – shall consist of the Director, Procurement Services(Chair), Senior Leadership Group representative responsible for the Procurement activity (or their nominated representative) and at least one other independent member nominated by the Vice-President, Finance and Digital Services.

(47) Administration of the PRC – Procurement Services will administer the agenda, minutes and manage submissions to the PRC.

(48) Submissions to the PRC - the relevant Senior Project Representative of the matter being considered by the PRC must attend for the purposes of presenting their Procurement proposal for consideration. Submissions to the PRC for Tender approvals, should include all relevant documentation, including but not limited to evaluation panel membership, evaluation criteria and specifications in the form specified by Procurement Services. Submissions to the PRC for Variation approvals, should include all relevant documentation, including but not limited to, copy of the Contract, document evidencing the proposed Variation, documents detailing any previously approved Variations and the proposed draft documentation to vary the Contract.

(49) Independent Experts - the Chair may appoint other independent members where specific subject matter experts are required.

(50) Quorum - the Procurement Review Committee quorum is three.

(51) Tender Approvals - all Tender activities must be approved by the relevant PRC prior to issue of the Tender.

(52) Tender Evaluation Committees (TEC) – a TEC will be established for each Tender activity. The TEC will comprise the evaluation panel members that have been approved by the PRC and will be responsible for ensuring adherence to this Policy and associated processes as well as: approving the Tender documentation to be issued to market, performing the tender evaluation, approving the tender evaluation report and providing a recommended outcome of the Tender to the PRC for approval.

(53) Conflict of Interest – all PRC and TEC committee members and any other attendees must declare any conflict of interest in accordance with the [Conflict of Interest Policy](#), prior to participating.

## **Contract Management**

(54) Contract Management – Contracted Suppliers and agreements with Contracted Suppliers must be managed in accordance with the University's [Contract Management Framework](#) and [Delegations of Authority Policy](#).

(55) Scope of Work Compliance – it is the responsibility of the University Authorised Delegate managing the Contracted Supplier to ensure that all Goods and/or Services are delivered, implemented, provided and/or received in accordance with the required contractual arrangements and obligations

(56) Variations – Any variations to the contracted Scope of Work should be immediately assessed for financial, commercial and operational impact to the University.

Variations to an agreement with a Contracted Supplier must be agreed to in writing by the Authorised Delegate and the Supplier's nominated representative in accordance with the provisions of the agreement and must include (as a minimum) the following information:

- a. a clear summary of the adjustments to the Scope of Works;
- b. agreed adjustments to remuneration (with supporting detailed information);
- c. and any agreed changes to timeframe.

The addition of a new Scope of Work to an existing Contract is a Procurement activity and must be approved in accordance with this Policy.

If it is determined necessary to vary a Scope of Work to include additional works (that could not have been reasonably anticipated) and the value of these additional works raise the Total Cost of Ownership of the engagement to a higher threshold in the Procurement Matrix, refer 22 – Table 1, then justification as to why the Contracted Supplier is best qualified to perform the additional works is required in the manner required by Procurement Services, and appropriate Authorised Delegate approval is required for the amended Total Cost of Ownership.

(57) Contract Review – regular reviews and meetings will be implemented with Contracted Suppliers to ensure that contractual arrangements are being managed effectively and for the benefit of the University, as well as to ensure commercial and operational risks are being appropriately managed and any commercial and/or performance issues addressed.

(58) Contract Extensions – if an extension clause is included in the Contracted Suppliers agreement, and the value of the initial Procurement activity has been approved by the appropriate Authorised Delegate including that extension value, then the extension can be progressed without any additional Procurement activity required. If not, then any extension must be treated as a new Procurement activity. A Contract extension must be executed in a manner consistent with the original Contract and the relevant Delegate for the Total Cost of Ownership, including the original contract and any accumulated Contract extensions or variations must authorise. If in doubt, the relevant University staff should consult with Procurement Services.

(59) Cost Benefit Analysis – regular reviews should be undertaken to ensure that any benefits determined during Procurement are realised throughout the life of the Contracted Supplier activities. This may require a cost benefit analysis or other comparative analysis to be undertaken of any Procurement activity and/or regular reviews by Procurement Services.

## **Section 4 - Procedures**

(60) Refer to the [Procurement Process](#).

### **Part C - Guidelines**

(61) Nil.

## Status and Details

<b>Status</b>	Current
<b>Effective Date</b>	5th January 2023
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