

**REQUEST FOR TENDER**

**New Telephone System**

For

**DARWIN CITY COUNCIL**

**Information Communication Technology**

**TENDER NO: 2019/096**

CONTACT OFFICER: Dan Orian

TELEPHONE: 08 8930 0695

FACSIMILE:

**TENDER CLOSING INFORMATION:**

**TIME: 2PM DATE: 26 April 2019**

**Tender Lodgement:**

All tenders for this Contract must be lodged through the City of Darwin electronic tender portal [www.tenderlink.com/darwin](http://www.tenderlink.com/darwin)

Document Date: 4 April 2019

**TABLE OF CONTENTS**

**1.00 CONDITIONS OF TENDERING**

**2.00 SPECIAL CONDITIONS OF CONTRACT**

**3.00 GENERAL CONDITIONS OF CONTRACT**

**4.00 ANNEXURE**

**5.00 PRELIMINARY CLAUSES**

**6.00 TECHNICAL SPECIFICATIONS**

**7.00 TENDER DOCUMENTS**

**SECTION 1.00**

**CONDITIONS OF TENDERING**

**SECTION** **SUBJECT**

* 1. REQUEST FOR TENDER

1.2 NATURE OF CONTRACT

1.3 PERIOD OF CONTRACT

1.4 COMMENCEMENT DATE

1.5 TENDER ENQUIRIES

1.6 CANVASS OF LORD MAYOR, ALDERMEN AND STAFF

1.7 PROBITY OF TENDER PROCESS

1.8 TENDERER TO BE FULLY SELF INFORMED

1.9 SUBMISSION OF TENDERS

1.10 DOCUMENTS TO BE LODGED WITH TENDER

1.11 LODGEMENT OF TENDERS

1.12 CLOSING OF TENDER BOX

1.13 FACSIMILE TENDERS

1.14 OPENING OF TENDERS

1.15 INFORMAL TENDERS

1.16 TENDER VALIDITY PERIOD

1.17 SCHEDULE OF PRICES

1.18 ALTERNATIVE PROPOSALS

1.19 DISCREPANCIES, ERRORS AND OMISSIONS IN TENDER DOCUMENTS

1.20 TENDER ASSESSMENT CRITERIA

1.21 EVALUATION OF TENDERS

1.22 EVALUATION CRITERIA FORMANT

1.23 QUALITY SYSTEMS

1.24 ACCEPTANCE OF TENDERS

1.25 SAMPLES FOR ASSESSMENT

1.26 ESTIMATED REQUIREMENTS

1.27 METHOD OF DESCRIBING ITEMS

1.28 STANDARDISATION

1.29 TAXES, DUTIES, FEES ETC.

1.30 REGISTRATION FOR GST / ABN

1. **CONDITIONS OF TENDERING**
   1. **REQUEST FOR TENDER**

The Invitation to Tender is not an offer, it is merely an invitation to negotiate with any person who submits a bid. The submission of a tender does not create a contract between any Tenderer and the Principal.

* 1. **NATURE OF CONTRACT**

The contract shall be a Lump Sum

**1.3 PERIOD OF CONTRACT**

**1.4 COMMENCEMENT DATE:**

The commencement date shall be the date upon which a Tenderer is formally notified of the Principals acceptance of the Tenderers offer.

**1.5 TENDER ENQUIRIES**

Any enquiries relating to this Request for Tender should be referred to Council’s Contract Administrator on 8930 0695

Tender briefing session will be held 17 April 2019 between 16:30 – 18:30 at   
Civic Centre, Harry Chan Avenue, Darwin.

**1.6 CANVASS OF LORD MAYOR, ALDERMEN AND STAFF**

Any Tenderer, or agent acting on his behalf, canvassing the Lord Mayor, Aldermen or Darwin City Council staff with respect to the preparation, lodgment or assessment of his tender shall have that tender automatically disqualified and rejected.

**1.7 PROBITY OF TENDER PROCESS**

A Statutory Declaration is included in the Tender Documents which addresses “Collusive Tendering”. Such declaration must be made and returned as part of the Tender.

**1.8 TENDERER TO BE FULLY SELF INFORMED**

A Tenderer is required to acquaint himself with all conditions relating to the Tender.

If a Tenderer has any doubts as to the meaning of any portion of the Tender Documents he shall seek clarification from the officers listed in Clause 1.5.

Any clarification given pursuant to this clause may also be issued to all other prospective Tenderers.

**1.9 SUBMISSION OF TENDERS**

### At the time of tendering, all Tenderers must submit evidence to satisfy the Superintendent of his ability to undertake the work successfully and to establish that he has adequate experience, facilities, organisation, labour, equipment and financial resources to cope with the nature of extent of the work outlined in this specification. Only Tenderers who are able to satisfy the Superintendent in this regard will be considered.

### The tender shall be submitted upon the Form of Tender provided.

### The tender shall set forth the full names, surname and address of the Tenderer – if a person. When the tender is by a firm, it shall set forth the names in full of each member of the firm. When the tender is by a Company, there shall be set forth the name of the Company and the address for the service of notices for the purposes of this tender and any subsequent contract arising out of acceptance of the tender.

### The tender shall be accompanied by any other documents required by the Tender Documents to be submitted with the tender, including but not necessarily limited to the provision of a bankers reference and two (2) business references.

### The Tenderer shall sign the tender or if the Tenderer is a Corporation, affix common seal in the manner prescribed by its articles of association or otherwise appropriately and formally have the tender signed and signature witnessed.

### The documents referred to in this clause shall be completed in full by the Tenderer.

### The Tenderer shall not alter or add to any Tender Document except as required by these Conditions of Tendering.

# **1.10 DOCUMENTS TO BE LODGED WITH TENDER**

Tenderers shall lodge completed copies of the following documents with their tender:

* Form of Tender
* Schedule of Insurance
* Quality Assurance
* Declaration of Business Status
* Declaration of Supporting Information
* Company Search
* Bankruptcy Clearance Search
* Collusive Tendering - Statutory Declaration

Any tender that is not accompanied by completed documents required under this clause may be rejected.

1.10.1 **Company/Bankruptcy Searches**

The Tenderer shall provide to Council, a Bankruptcy Clearance Search for each Director of the Company. The company search is to be undertaken within two weeks prior to tender closing date.

To obtain these searches contact:

Australian Business Research – phone: 07 3837 1333 or 1300 366 402

Website address: [www.abr.com.au](http://www.abr.com.au)

# **1.11 LODGEMENT OF TENDERS**

Late tenders will not be accepted. All tenders for this Contract must be lodged through the City of Darwin electronic tender portal [www.tenderlink.com/darwin](http://www.tenderlink.com/darwin)

# **1.12 CLOSING OF THE TENDER BOX**

The Tender shall be closed at 2.00pm local time of the advertised date of closing as indicated in the tender cover page.

# **1.13 FACSIMILE TENDERS**

Facsimile Tenders shall not be accepted.

## 1.14 OPENING OF TENDERS

Tenders received will be opened at the office of the Darwin City Council in Harry Chan Avenue, Darwin, immediately after the closing of tenders, at 2.00 pm on the specified date, or at a time suitable to Darwin City Council.

## 1.15 INFORMAL TENDERS

Any Tender may be rejected which does not comply with the requirements of or which contains provision not required by the Tender Document.

## 1.16 TENDER VALIDITY PERIOD

Tenders shall remain valid for a period of 60 days. If a tender is not formal or complete in accordance with the Conditions of Tendering the tender validity period shall commence from the date on which the tender is formalised or completed to the satisfaction of the Principal.

**1.17 SCHEDULE OF PRICES**

All prices tendered are to include but not limited to GST, and/or any additional costs including freight, handling and storage.

Unless otherwise stated, any quantities stated in the Schedule are not guaranteed as to the amount of goods to be ordered under the Contract, but shall be used for Tender assessment purposes only. The Principal will only be liable for the acceptance, subject to contract, of the quantities ordered.

**Tenderers shall submit a Tender that is inclusive of GST.**

**1.18 ALTERNATIVE PROPOSALS**

Tenders shall be submitted in accordance with the Tender Documents. Alternatives will be considered if submitted in addition to a conforming tender.

## 1.19 DISCREPANCIES, ERRORS AND OMISSIONS IN TENDER DOCUMENTS

Should the Tenderer find any discrepancy, error or omission in the Tender Documents he shall notify Council’s Officer as per Clause 1.5 in writing thereof on or before the closing date for the tenders.

## TENDER ASSESSMENT CRITERIA

Selection of the successful Tenderer may be based on, but not necessarily limited to, assessment of Tenders against the following criteria

**1.21 EVALUATION OF TENDERS**

1.21.1 Following the Closing Time, COD intends to evaluate the Tenders received. Tenders will be evaluated against the Evaluation Criteria specified in clause 1.22 (Evaluation Criteria Format)

* + 1. Without limiting COD‟s rights in the RFT, COD may at any time during the Tendering process choose to:

1. shortlist one or more Tenderers;
2. commence or continue discussions with all or some Tenderers without shortlisting any Tenderers; or
3. accept one or more of the Tenders.

1.21.3 Unless the Evaluation Criteria explicitly require, COD may, but is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.

1.21.4 Should COD choose to include a shortlisting stage in its evaluation process, COD is not, at any time, required to notify Tenderers or any other person or organisation interested in submitting a Tender.

1.21.5 A Tenderer’s Response will not be deemed to be unsuccessful until such time as the Tenderer is formally notified of that fact by COD. The commencement of negotiations

by COD with one or more other Tenderers is not to be taken as an indication that any particular Tenderer’s Response has not been successful.

**1.22 Evaluation Criteria Format**

1.22.1 The evaluation criteria can be weighted to reflect the importance of project requirements noted in RFT Part B of the Specifications.

1.22.2 In evaluating Tenderer’s Responses, COD will have regard to:

* 1. specific evaluation criteria identified in the list below;
  2. the overall value for money proposition presented in the Tenderer’s Response, and
  3. particular weighting assigned to any or all of the criteria specified in the table below (noting that any criteria for which a weighting has not been assigned should be assumed to have equal weighting).

1.22.3 For the purposes of clause 1.22.2 (b), “value for money” is a measurement of financial and non financial factors, including:

1. quality levels;
2. performance standards; and
3. environmental benefits/impacts.

1.22.4 Value for money will be assessed on a “whole of life‟ basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between COD and a Tenderer), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFT.

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weighting** |
| **Price** | **20%** |
| Tender price |  |
| Value added offerings |  |
| **Local Content** | **30%** |
| Locally based company with local workers and supplies. |  |
| **Performance** | **20%** |
| Capability to undertake services and supply the goods as required |  |
| Environment Management |  |
| Compliance with specification |  |
| Experience and past performance |  |
| Methodology, including simplicity, flexibility, change management and adoption |  |
| **Technical Expertise** | **10%** |
| Expertise in tender area |  |
| Breadth of services available |  |
| **Quality** | **20%** |
| Business proposal detailing programs and services |  |
| Hours of support, response time, SLAs |  |
| Risk - flexibility and agility of proposal |  |
| **Other** | These criteria are not weighted or scored but are assessed on a pass/fail basis. |
| Appropriate devices proposed |  |
| Darwin’s local environmental conditions incorporated into proposed solutions’ disaster recovery plans |  |
| Proposed solutions over all resilience during normal operations |  |
| Focus on minimal disruption, ease of transition, secure handling and disposal |  |
| **Commercial** | These criteria are not weighted or scored but are assessed on a pass/fail basis. |
| Financial Viability |  |
| Insurance |  |
| Compliance with conditions of Contract |  |
| Conflict of Interest |  |
| Environment, WorkSafe and other Regulatory Compliance |  |

Tenderer's may provide on the Declaration of Supporting Information any relevant factors addressing the selection criteria, which may assist the Council of making an assessment of the tender.

The Council supports development of local industry within the principle of value for money and, where appropriate, Tenderers should highlight the commercial, technical and economic benefits of the local content contained in their tender.

Tenderers are advised that each of the selection criteria may not be given equal weight in relation to any individual tender.

The objective of the assessment is to select the tender most advantageous to Council.

## 1.23 QUALITY SYSTEMS

Council recognises the benefits in dealing with Contractors who have quality systems formulated in accordance with relevant Australian Standards. Consequently, Tenderers with accreditation will subject to other relevant criteria, be considered favourably against Tenderers who have no accreditation or those who do not intend to obtain accreditation.

## 1.24 ACCEPTANCE OF TENDERS

### Council shall not be bound to accept the lowest or any tender, however, Council reserves the right to accept a tender in whole or in part.

Notice of acceptance of the tender shall be given in the form of a Purchase Order or written notice and this order or notice shall constitute a binding contract between the Principal and the successful Tenderer.

If notice of acceptance has not been given there shall be no agreement between the Principal and the Tenderer, and the Tenderer shall not act on any representations or statements made by the Principal or its employees or agents prior to the issue of the notice of acceptance.

**1.25 SAMPLES FOR ASSESSMENT**

To assist in product evaluation the Principal may call on the Tenderer to provide samples of the goods offered. Samples shall be forwarded to the address and within the time specified in writing by the Principal at the Tenderers risk and expense. Failure to provide samples for assessment purposes may result in the Tenderers offer for those items being rejected.

Samples may be tested to destruction at the Tenderers expense unless agreed otherwise in writing.

If requested in writing by the Tenderer, samples will be returned to the Tenderer at their risk and expense.

**1.26 ESTIMATED REQUIREMENTS**

The estimated requirements shown will be used for assessment purposes only.

The Principal does not bind itself to take the quantities stated, but reserves the right to order greater or lesser quantities according to requirements during that time.

**1.27 METHOD OF DESCRIBING ITEMS**

If, in the item description a particular item is specified as being similar or equivalent to a particular brand, it is clearly understood that this is done to set an acceptable standard only and that no preference is given to that brand. Where either a specification or a benchmark product is stated, it is an indication of the requirement, and any product offered must be at least the same standard and potential. Consideration may be given, however, to goods of a higher standard if such is available and is both better suited to the Principals requirements, and offers best value for money.

**1.28 STANDARDISATION**

In some instances the brand name and model of a particular item shall be included in the item description. Where this occurs it is a clear indication to Tenderers that the Principal has, following considerable assessment of products available, standardised on the use and application of that particular item.

**Alternative offers for these particular items will not be considered.**

**1.29 TAXES, DUTIES, FEES ETC.**

The Tenderer shall make due allowance for any fees, duties, royalties, premiums, costs, charges and the like which will be due and payable to any person or Authority under the contract.

## 1.30 REGISTRATION FOR GST / ABN

It will be necessary for the successful Tenderer to be registered for GST as required by the Australian Taxation Office.

**SECTION 2.00**

**SPECIAL CONDITIONS OF CONTRACT**

**SECTION 2.00   
SPECIAL CONDITIONS OF CONTRACT**

**SECTION SUBJECT**

2.1 NATURE OF CONTRACT

2.2 INTERPRETATION OF TERMS

2.3 SUPPLY OF GOODS BY PURCHASE ORDER

2.4 CONTRACTORS WARRANTIES

2.5 INDEMNITIES

2.6 DELIVERY ACCEPTANCE AND REJECTION

2.7 WARRANTY PERIOD

2.8 INVOICING AND PAYMENT

2.9 DEFAULT OR BANKRUPTCY

2.10 DIRECTIONS AND NOTICES

2.11 ASSIGNMENT AND SUB-CONTRACTING

2.12 SERVICE OF DOCUMENTS

2.13 DISPUTES

2.14 CONFIDENTIALITY

2.15 CLAIM FOR PAYMENT

2.16 PAYMENT

2.17 GST AND OTHER EXPENSES TO BE INCLUDED IN RATES

2.18 CUSTOMER SERVICE

* **SPECIAL CONDITIONS OF CONTRACT**
  + **NATURE OF CONTRACT**

2.1.1 **Basis of Payment**

The Contractor shall be paid on a Lump Sum basis. The telephony will be paid on a single lump sum payment.

2.1.2 **Price Basis**

The basis of price adjustment shall be as stated in the Annexure. Any application for price adjustment must be submitted in writing, accompanied by supporting documentation. Price adjustment shall take effect at either the date allowed for in the Contract or the Contractors application date, whichever is the latter. There shall be no retrospective adjustment of the Contract unit prices.

2.1.3 **Applicable Law**

The Contract shall be governed by and construed in accordance with the laws of the Northern Territory of Australia.

**2.2 INTERPRETATION OF TERMS**

‘***Date of Acceptance’*** means the date, which appears on the written notice, or Purchase Order issued by the Principal accepting the Tenderers tender.

‘***Panel Contract’*** means arrangements entered into with more than one Contractor for the supply of Goods of similar type and nature.

‘***Person***’ means a natural person, or a corporation, partnership, joint venture, incorporated association, government, local government authority or agency.

‘***Purchase Order’*** means an order issued to the Contractor by the Principal providing essential detail of a particular supply requirement.

‘***Schedule of Prices’*** means any schedule included in the contract that shows the respective unit rate of payment for the supply of the Goods, and unless otherwise stated the unit rate shall be in Australian dollars and inclusive of GST.

‘***the Authorised Officer’*** is the person so named on an official Purchase Order.

‘***the Contract’*** means the document which constitutes or evidences the final and concluded agreement between the Principal and the Contractor concerning supply of the Goods.

‘***the Contractor’*** means the Person who as party to the Contract is bound to supply the Goods in accordance with the Contract and includes that Persons heirs, executors, administrators and permitted assigns and in the case of a corporate body its successors and permitted assigns.

‘***the Goods’*** means the goods described and quantified in the Schedule of Prices or Purchase Order which are to be provided by the Contractor in accordance with the Contract.

‘***the Principal’*** means the Darwin City Council; the address of the Principal for the service of notices is Chief Executive Officer, Darwin City Council, GPO Box 84, Darwin, NT 0801.

‘***the Specification’*** means the description of an item or items set out in the Schedule of Prices or the Purchase Order specifying and describing the Goods.

‘***Unit Price’*** means the price per unit of the Goods stated in the Purchase Order.

‘***Warranty Period’*** means the period identified in the Contract or Purchase Order for the specified goods.

* + **SUPPLY OF GOODS BY PURCHASE ORDER**

The Contractor shall fulfil all Orders for Goods placed by the Authorised Officer during the currency of the Contract.

The Authorised Officer reserves the right to order their requirements of any one type or item of the Goods either at one time or in instalments or in such quantities as may be required from time to time.

* + **CONTRACTORS WARRANTIES**

The Contractor hereby warrants that;

1. The Contractor has the right and shall transfer title of the Goods to the Principal.
2. the Goods shall be new and shall comply in all respects with the Specification.
3. The Goods conform to the description, model number and the sample (if any) provided by the Contractor.
4. The Goods are free from defects and conform to any legally applicable standards.

The Contractor shall, unless the Contract otherwise provides, supply at its own cost and expense everything necessary for the supply of the Goods and the proper performance of its obligations under the Contract.

The Contractor shall observe and comply with requirements of all Acts of the Commonwealth and Acts of the Northern Territory and within the requirements of all regulations, by-laws, orders or proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the supply of the Goods.

* + **INDEMNITIES**

The Contractor shall keep the Principal and employees or agents of the Principal indemnified against any legal liability, loss, claim, action or proceeding for personal injury to, or death of any person or for damage to any property arising from its performance under the Contract (except loss or damage caused by any negligent act, omission or default of the Principal or employees or agents of the Principal) and from any costs and expenses that may be incurred in connection with any such loss, claim, action or proceeding.

* + **DELIVERY ACCEPTANCE AND REJECTION**

2.6.1 **Delivery and Acceptance**

The Contractor shall deliver the Goods to the place or places and within the time or times stated in the Purchase Order and shall obtain a receipt of their delivery. Title to the Goods shall pass to the Principal upon satisfactory delivery of the Goods by the Contractor in accordance with the Contract. Delivery and receipt of the Goods shall not be an acceptance of the Goods by the Authorised Officer. The Authorised Officer may reject Goods which are not in accordance with the Contract.

Receipt of delivery, acceptance or payment shall not prejudice the right of the Principal to maintain an action for breach of condition or warranty should the Goods prove to be of inferior quality or in any respect contrary to the requirements of the Contract.

2.6.2 **Rejection**

Upon rejection of any Goods the Authorised Officer shall notify the Contractor and may direct that the rejected Goods be removed and replaced or rectified at the Contractors risk and expense within such reasonable time as the Authorised Officer may direct. Should the Contractor fail to remove or rectify rejected Goods within the time directed, the Authorised Officer may have the rejected Goods re-delivered at the Contractors risk and expense.

**2.7** **WARRANTY PERIOD**

Without limiting any other warranty implied by statute or generally at law;

1. if a defect (fair wear and tear excepted) appears in the Goods within the Warranty Period the Contractor shall promptly remedy such defect by either repairing or replacing the defective Goods without cost to the Principal, and
2. the Contractor shall obtain for the Principal the benefit of any manufacturers warranty.

**2.8 INVOICING AND PAYMENT**

For the purposes of this clause, “Tax Invoice” has the meaning given in “A New Tax System (Goods and Services Tax) Act”.

The Contractor shall provide to the Authorised Officer a Tax Invoice showing the value of the Goods delivered and accepted based on the Unit Price. The Contractor shall provide any further details in regard to the Goods upon request by the Authorised Officer.

All invoices submitted must adhere strictly to the Schedule of Rates. Incorrect invoices will not be accepted and will be returned to the contractor, payment will be 30 days after receipt of a correct invoice. For additional works outside the contract, a purchase order must be obtained from the Superintendent's Representative and the invoice must refer to the purchase order number.

The Principal shall pay to the Contractor monies due within one calender month succeeding the month in which the Goods were accepted to the satisfaction of the Authorised Officer. Failure by the Principal to pay the amount payable at the due time will not be grounds to vitiate or avoid the Contract.

If the Authorised Officer disputes the invoice amount the Authorised Officer shall certify the amount believed to be due for payment, which shall be paid by the Principal and the liability of the balance of the payment shall be determined in accordance with the Contract.

The payment of monies pursuant to this clause shall not be taken as evidence against or as an admission by the Principal that the Goods have been supplied in accordance with the Contract or the value thereof, but shall be taken to be payment on account only.

The Contractors claim will include details of any Adjustments under clause titled “Goods and Services Tax” of the Conditions of Contract and an explanation as to how such adjustments were calculated.

The Principal's normal term of trading is payment within the calendar month following the month in which the correct account is received. Tenderers may offer discounts for payment within 30 days.

**2.9** **DEFAULT OR BANKRUPTCY**

If the Contractor fails to supply Goods as and when required by the Contract, fails in any other way to comply with the Contract, neglects or omits to carry out any direction of the Authorised Officer in respect of the Contract, intimates that they are unwilling or unable to complete the Contract, becomes insolvent or bankrupt or being a company goes into liquidation, is placed under official management or enters into a compromise or other arrangement with creditors, the Principal may by notice in writing to the Contractor, terminate the Contract. The termination shall be without prejudice to any claim by the Principal against the Contractor or any assignee or subcontractor arising out of the Contract.

If the Principal terminates this Contract in accordance with this clause, the Authorised Officer may obtain similar Goods from another source of supply. If practicable the Authorised Officer shall obtain competitive prices and any additional costs incurred by

the principal in the re-supply of the Goods shall be a debt due to the Principal by the Contractor.

Should the Authorised Officer take action pursuant to this clause then all losses, costs, charges and expenses incurred or sustained by the Principal in completing supply of the Goods will be deemed to be a debt due to the Principal by the Contractor and will be deducted from any monies that may then or may thereafter become due to the Contractor and if the monies are less than the monies so deductible the amount of the deficiency shall be a debt due by the Contractor to the Principal.

**2.10 DIRECTIONS AND NOTICES**

The Contractor shall comply with any direction either orally or in writing issued, given or served upon them by the Authorised Officer. Any direction given orally shall, as soon as practicable after it is given, be confirmed in writing. For the purpose of this clause “direction” includes any agreement, approval, authorisation, decision, demand, determination, explanation, instruction, notification, order, permission, rejection, request or requirement which the Authorised Officer may make, give or issue pursuant to the provisions of the Contract.

**2.11** **ASSIGNMENT AND SUB-CONTRACTING**

The Contractor shall not assign the Contract, mortgage, charge or encumber any of the monies payable under the Contract or any other benefit whatsoever arising under the Contract.

The Contractor shall not sublet any part of the Contract without the prior written approval of the Principal.

**2.12** **SERVICE OF DOCUMENTS**

Any notice in writing by the Principal, the Authorised Officer or the Contractor, sent to the address set out in the Contract, shall be deemed to have been duly received;

1. in the case of delivery by post, two (2) business days after the date of posting, and
2. in the case of facsimile transmission, on receipt by the sender of a transmission report from the despatching machine showing the relevant number of pages, the correct destination facsimile number and the result of the transaction as satisfactory.

**2.13** **DISPUTES**

The Contractor shall, in respect of any dispute or difference arising out of the Contract and not later than fourteen (14) days after the dispute or difference arises, submit the matter at issue in writing with detailed particulars to the Principal for decision and the Principal shall, as soon as practicable thereafter, give a decision in writing to the Contractor.

If the Contractor is dissatisfied with the decision of the Principal, the Contractor may, not later than twenty eight (28) days after the decision is given, notify the Principal that it requires the matter to be referred to a mutually agreed competent authority for determination.

If the Principal does not receive the notice requiring determination within the prescribed time, the Principal's decision shall not be subject to determination.

**2.14 CONFIDENTIALITY**

Information collected under this Contract remains the property of the Principal. The Contractor or its employees, agents, directors, partners, shareholders or consultants shall not disclose to any person, any information or documentation relating to the Principal of the affairs of others which may have come to its or their knowledge as a result of the Contract or performance of the Works and shall take all necessary precautions to prevent unauthorised access to such information or documentation. The Contractor shall not divulge any information regarding the nature of progress of the Works or give any publicity concerning the Works except with the written consent of the Principal.

**2.15 CLAIM FOR PAYMENT**

The Contractor shall submit claim for payment, at intervals of not less than one month to be received by the Principal by the seventh day of the following month. The claim for payment in the form of a detailed invoice relating to each individual job and shall cover the whole of the job.

All invoices submitted must adhere strictly to the Schedule of Prices. Incorrect invoices will not be accepted and will be returned to the Contractor. Payment will be made 30 days after the end of the month in which a correct invoice is raised.

For additional works outside the contract, a purchase order must be obtained from the Superintendent’s Representative and the invoice must refer to the purchase order number.

The invoice shall comply with the requirements of the GST Law (as a Tax Invoice) and shall, unless inconsistent with the GST Law, specify the following:

Each invoice shall detail:

(a) the Principals Purchase Order Number;

(b) the specific Schedule of Rates item no. for the particular works including description (item name);

(c) the specific Quantity of the item no;

(d) the specific Rate of the item no;

and

(e) the extended total of each specific item no. (multiplying rate x item no.)

(f) the amount of any GST paid or payable by the Contractor with respect to the Fees;

(g) the date of delivery of the Services to which the invoice relates;

(h) the Contractor’s address for payment.

All invoices shall be submitted by post to Darwin City Council GPO Box 84 Darwin 0801 or emailed to accounts payable: accountspayable@darwin.nt.gov.au.

The Principal will process detailed invoices received at the Principals address by the thirtieth day of the following month.

(ie. Work performed in September should be invoiced dated September and received by Council on or before the seventh (07) October, to be processed for payment by thirtieth (30) October).

The Principal reserves the option to not process detailed invoices received after the seventh (7) day of the following month until the next month.

(ie. using the above example, if invoice received after the 07th October, payment would be made 30 November).

**2.16 PAYMENT**

On receipt of a claim for payment in accordance with clause 2.15 the Darwin City Council will transfer funds electronically or mail cheque payments as required under the General Conditions of Contract.

In cases where hourly rates apply, a statement of man-hours shall be in the form of a daily time sheet for each employee and shall include:

1. Job details – location and a brief description of work carried out.
2. The name of the employee.
3. The actual times of start and finish.
4. The details of materials used and any approved plant hire.

The Council reserves the right to deduct from any payment to the Contractor any monies payable by the Contractor to the Council.

**2.17 GST AND OTHER EXPENSES TO BE INCLUDED IN RATES**

The Tendered Rates, Project Fees and Project (subsequently in this document referred to as the “Fees”) and inclusive of all expenses of the Contract, insurance, duties, imposts and taxes which shall be paid by the Contractor are inclusive of GST.

**2.18 CUSTOMER SERVICE**

A positive commitment to Customer Service shall be demonstrated by the Contractor and sub-contractors, towards Council's clients and ratepayers. The Contractor's employees shall at all times be polite and courteous to all members of the public, and not engage in contentious discussion or behaviour.

Customers with complaints should be asked to refer their complaint to the Superintendent.

**SECTION 3.00**

**GENERAL CONDITIONS OF CONTRACT**

1. **GENERAL CONDITIONS OF CONTRACT**

# **3.1 INFORMATION ACT PRIVACY**

In this clause:

**Act** means the *Information Act (NT)*

**Privacy Laws** means the Act; and the Information Privacy Principles set out in the Act or any ‘code of practice’ approved under the Act that applies to any of the parties to this Contract.

**Personal Information** means all information about a person that is “personal information” as defined in the Act which is collected and/or handled by any of the parties in connection with this Contract.

1. The Contractor agrees to deal with all Personal Information in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation, as if the Contractor were a public sector organisation.
2. The Contractor is to collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling its obligations under this contract.
3. The Contractor is not to disclose Personal Information without the written authority of the Council, and in any event disclosure is to be in accordance with the Privacy Laws.
4. The Contractor is to immediately notify the Council where it becomes aware that a disclosure of Personal Information may be required by law.
5. The Contractor is to ensure that any employees, agents or subcontractors, and any other person who may have access to Personal Information held by the Contractor, are aware of the obligations of the Contractor under this agreement and undertake to not collect, access, use, disclose or otherwise deal with Personal Information except in performing their duties of employment and in accordance with this agreement.
6. The Contractor is to take all reasonable measures to ensure that Personal Information is protected from misuse and loss and from unauthorised access, modification, disclosure or other misuse and that only personnel necessary to fulfill the obligations under this agreement have access to the Personal Information.
7. The Contractor is to develop, and obtain the written approval of the Council,:

* policies for the management of personal information; and
* complaint handling procedures.

Each party is to immediately notify the other when a complaint is received.

1. The Contractor acknowledges that individuals have the right to request access to, or correction of, the Personal Information held about them.
2. The Contractor must not transfer Personal Information outside the Northern Territory without the prior approval of the Council.
3. The Contractor, in respect to Personal Information, is to immediately notify the Council where the Contractor becomes aware of a breach of this clause or the Privacy Laws.
4. The Contractor indemnifies the Council in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Contractor under this agreement.
5. When this agreement expires or is terminated, the Contractor must, at the Council's discretion:

* either return to the Council all records containing Personal information;
* retain any material containing Personal Information in a secure manner as approved by the Council; or
* destroy or delete any Personal Information.

This sub-clause will survive the expiration or termination of this Contract.

### The Contractor shall indemnify the Council and keep the Council indemnified against any failure of the Contractor to comply with its obligations under this clause.

**SECTION 4.00**

**ANNEXURE**

**SECTION 4.00 ANNEXURE**

|  |  |  |
| --- | --- | --- |
| 1 | Principal | Darwin City Council |
| 2 | Principal address | GPO Box 84  Darwin, NT 0801  Civic Centre,  Harry Chan Avenue,  Darwin, NT 0800 |
| 3 | Contractor |  |
| 4 | Contractors Address |  |
| 5 | Superintendent | Manager ICT |
| 6 | Superintendent’s Address | GPO Box 84,  Darwin, NT 0801  Civic Centre,  Harry Chan Avenue,  Darwin, NT 0800 |
| 7 a)  b) | Period of Contract  Options (if any) | Not Applicable  No Year options |
| 8 | Governing Law | Northern Territory |
| 9 a)  b)  c) | Currency  Place for payments  Place of Business of Bank | Australian Dollars  Darwin NT  Darwin NT |

|  |  |  |
| --- | --- | --- |
| 10 | Quantities in Schedule of Rates, limits of accuracy | Not applicable |
| 11  a)  b)  c) | Contractors security  Form  Amount  Time for provision | Not applicable |
| 12 | Principal supplied documents | Specification 2 copies |
| 13 | Time for Superintendent’s direction about documents |  |
| 14 | Subcontract work requiring approval | N/A |
| 15  a)  b) | Legislative requirements  Those excepted  Identified WUC | Nil |
| 16 | Public Liability Insurance | $10,000,000.00 (ten million dollars) with Darwin City Council noted as an interested party thereon |
| 17 | Payments | As per Clause 2.15 Claim for Payment and Clause 2.16 Payment |
| 18 | Arbitration | President of the Institute of Arbitrators & Mediators Australia |

**SECTION 5.00**

**PRELIMINARY CLAUSES**

**SECTION 5.00**

**PRELIMINARY CLAUSES**

**SECTION SUBJECT**

5.1 ABILITY TO EXECUTE WORKS

5.2 LOCALITY

5.3 BUSINESS HOURS

5.4 PERIOD OF CONTRACT

**5 PRELIMINARY CLAUSES**

**5.1 ABILITY TO EXECUTE WORK**

It is essential that the Tenderer has adequate facilities and experience in the execution of work of this type and has suitable labour to deploy to this work as and when required.

**5.2 LOCALITY**

Within the Municipality of Darwin

**5.3 HOURS OF BUSINESS**

Darwin City Council hours of business are:

8:00am to 5pm Monday to Friday.

Bishop Street Depot hours of business are:

7:30am to 4:15pm Monday to Friday

**5.4 PERIOD OF CONTRACT**

The commencement date shall be the date upon which a Tenderer is formally notified of the Principals acceptance of the Tenderers.

**SECTION 6.00**

**TECHNICAL SPECIFICATIONS**

**SECTION 6.00**

**TECHNICAL SPECIFICATION**

**SECTION SUBJECT**

6.1 GENERAL

6.2 DESCRIPTION OF DEVICES REQUIRED

**6.1 GENERAL**

Australian Standards, published by the Standards Association of Australia, are referred to throughout the specification and are part of the specification except where conflict arises, in which case this specification applies. Australian Standards are identified by their reference number only. Use the current Standards for this Contract.

Words in the singular include the plural and words in the plural include the singular according to the requirements of the context.

Words importing the masculine gender include the feminine gender or the neuter gender as the case may require.

The text of specifications as applicable to the works is quoted herein in full. The presence of an asterisk before a clause (subclause) number in the index or in the text of the Tender Documents indicates that the clause (subclause) has been modified from that contained in the Standard Specification or is a new clause.

Numbering of clauses (subclauses) in the Tender Documents is not necessarily sequential and gaps in the sequence indicate that a clause (subclause) of the Standard Specification has been omitted from the requirements for the works.

**6.1.1 Corporate Vision**

The City of Darwin is currently reviewing how it conducts business including the way in which it delivers its services, customer interaction channels and ways of working. In order to ensure Council can provide contemporary, robust and scalable platform on which to build modern, innovative and agile solutions the City of Darwin needs to upgrade the current end user device fleet.

Council has identified three levels that will assist the success of our transformation:

* **Productivity:** leveraging cloud-based technologies to reduce local IT expenditure and infrastructure workload, capitalise on the cloud’s scalability and resilience, creating a mobile and agile workforce that can access its systems anywhere at anytime
* **Collaboration:** teams can capitalise on greater access to required data and systems, enabling staff to work smarter with the tools needed to complete tasks.
* **Communication:** maximising the use of available network infrastructure for improved audio and video telephony, remote access and information sharing

Findings from a recent ICT operations review revealed an opportunity to improve ICT service management, enhance ICT asset management, increase mobility and update ageing hardware.

The City of Darwin employs more than 350 staff strategically located at different locations across the City; the Civic Centre Located in Harry Chan Street, Darwin; Shoal Bay Transfer Station Karama; Nightcliff Library; Karama Library; Casuarina Library; Darwin City Civic Centre Library and the Operations Centre in Winnellie.

**6.1.2 Background**

Council’s current PABX telephony solution has become obsolete due to fast technological advancements. Expanding workforces and demand for the higher mobility cannot be obtained with the existing solution. Due old technology the functionality is limited to responded arising business needs. Furthermore the limited vendor support adds another layer of difficulty to perform day to day operations.

**6.1.3 Current Environment**

1. Current PABX is an Ericson MD110, with hardware distributed at three separate sites.
2. 30 PRI into Civic Centre.
3. 20 PRI into Bishop Street Operations Depot.
4. 220 desk phones, 136 mobiles, 10 conference phone, 25 executive phones, 15 button boxes and 20 headsets.
5. Telstra provide a 1000 range number block.
6. All council sites are interconnected via Vocus MPLS as detailed below.

|  |  |  |
| --- | --- | --- |
| **Origin** | **Destination** | **Connection type** |
| **Civic Centre** | Operations | 1Gb |
| **Civic Centre** | Casuarina Library | 100Mb |
| **Civic Centre** | Nightcliff Library | 100Mb |
| **Civic Centre** | Karama Library | 100Mb |
| **Civic Centre** | Shoal Bay | 250Mb |
| **Civic Centre** | West lane (also connect to Civic Centre via 1Gb Wireless Link) | 10Mb |
| **Civic Centre** | Chan Building, Peering link with NTG and CDU | 100Mb |

**6.1.4 Desired Outcomes**

Council requires its current PABX telephony solution to be replaced with a contemporary, highly available and resilient unified communications solution using IP-based technologies, enabled by devices that increase workforce mobility.

* Installation of New PBX System
* Connection to SIP phone Lines
* Deployment of full IP Telephony
* Integration with Customer Service Centre Switch
* Ability to make calls from handset and 'soft phones' on IT equipment, for Example calling a contact from the laptop, PC or a conference call with multiple people from a single directory.
* Improved reporting on call handling, volume and use.

**6.2 DESCRIPTION OF DEVICES REQUIRED**

**6.2.1 Mandatory minimum system requirements**

* High availability on premise solution.
* Integration with Active Directory
* Handsets require inline network connectivity at 1Gbps for desktops
* Detailed call reporting or similar functionality
* Soft phone or similar functionality
* Mobile phone integration
* Voicemail
* Facsimile support
* Hunt Groups or similar functionality
* Auto attendant or similar functionality
* Music of hold or similar functionality
* Conference calling
* Video conferencing
* Support for call centre or similar functionality

**6.2.2 Optional system requirements (non-mandatory)**

* Unified messaging

**6.2.3 Mandatory service requirements**

It is vital that the Contractor has the resources to provide a service able to respond to Council’s requests immediately when requested.

* Installation of PABX system
* Post installation configuration services
* Migration of extensions from current Ericsson MD110
* Provision of SIP service supporting existing PRI concurrent call limit
* Migration of the current block numbers from exiting PRI to SIP service
* Deployment of IP Handsets
* Support and maintenance
* Ability to increase fleet size at agreed contract pricing
* PABX admin staff training
* End user training

**6.2.4 Optional service (non-mandatory)**

* Multi party greater than three, video conferencing

**6.2.5 Required handsets**

The following handsets will be required.

* 100 Standard IP handsets with optional cordless headset
* 80 Mobile/Softphone
* 10 Conference handsets
* 25 Executive handsets with optional cordless headset
* Ability to increase fleet size at agreed contract pricing

Multiple submissions that cater to the above requirements are encouraged

**SECTION 7.00**

**TENDER DOCUMENTS**

The official Tender Documents shall include all those forms, agreements, schedules and other details listed below duly signed, witnessed, completed, sealed in an envelope and lodged in the tender box prior to closing of tenders. All tendered prices are to be inclusive of GST.

**SECTION LIST OF TENDER DOCUMENTS**

7.1 FORM OF TENDER

7.2 SCHEDULE OF INSURANCE

7.3 QUALITY ASSURANCE

7.4 DECLARATION OF BUSINESS STATUS

7.5 SCHEDULE OF FINANCIAL & TRADE REFEREES

7.6 DECLARATION OF SUPPORTING INFORMATION

7.7 COMPANY SEARCH

7.8 BANKRUPTCY CLEARANCE SEARCH

7.9 COLLUSIVE TENDERING - STATUTORY DECLARATION

|  |
| --- |
| **7.1 FORM OF TENDER** |

Chief Executive Officer

Darwin City Council

GPO Box 84

DARWIN NT 0801

I/We, the undersigned having examined and acquired an actual knowledge of this Request for Tender, do hereby offer to perform the works / services herein described under contract, at the rates proposed in the completed schedules attached and in Strict Accordance With The General And Special Conditions Of Contract And Specification, Drawings (if any) And Schedules:

|  |  |  |
| --- | --- | --- |
| Name and Title |  | |
| On behalf of  (Full name of Firm / Individual) |  | |
| Postal Address |  | |
| ABN/ BN / ACN |  | |
| Telephone | Business: After Hours:  Mobile: Fax: | |
| Email |  | |
| Business / Trading Name |  | |
| Name / s of Proprietors |  | |
| **Lump Sum (incl. GST)** | $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| If applicable, I/We confirm the receipt and inclusion the Proposal of addenda/s numbered: | |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Signature |  | Date |  |
| Witness Signature |  | Date |  |
| Name of Witness |  | | |

Affix Company Seal here if applicable:

|  |  |
| --- | --- |
| **7.2 SCHEDULE OF INSURANCE** | |
| **7.2.1** **Workers Compensation** | |
| For Contractors employing workers:  Policy number  Name of Insurer  Date of Expiry |  |
| For Contractors not employing workers (as defined in “Work Health Act” (1986) as amended) | I / We certify that I / we are not employing nor intending to employ workers on the Contract during the currency of the Contract. |
| **7.2.2** **Public Liability** | |
| Name of Insurer  Policy Number  Date of Expiry |  |
| **7.2.3 Professional Liability** | |
| Name of Insurer  Policy Number  Date of Expiry |  |

**7.3 QUALITY ASSURANCE**

|  |  |
| --- | --- |
| Has Quality Accreditation been attained?  Category  Sub Category  Rating |  |
| If No, has Quality Accreditation been sought?  If Yes, to what  Category  Sub Category  Rating |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Signature |  | Date |  |
| Company Name |  | | |

**7.4 DECLARATION OF BUSINESS STATUS**

|  |  |
| --- | --- |
| SOLE TRADER  Full name and address of proprietor  RBN / ABN |  |
| PARTNERSHIP  Full name and address of proprietor  RBN / ABN |  |
| Name of Holding or Subsidiary Companies (if applicable) |  |
| I certify on behalf of the Tenderer that to the best of my knowledge none of the Proprietors, Directors, Managers or their spouses is or has ever been bankrupt or a Director, Manager or Secretary of a Company that is being or has been wound up (whether voluntary or otherwise). | |
| As sole trader / Partnership, I / We certify that the business is not trading under:  - an arrangement and/or reconstruction  (ie. restructuring a public company)  - receiver and management  - official management  - an arrangement with creditors without sequestration (ie. without the proprietors being made bankrupt). | |
| ALTERNATIVELY:  The tenderer must provide details of each instance of the tenderer, his or her spouse, every partner and his or her spouse, every director, manager and their spouses being bankrupt or having entered into an arrangement with his or her creditors without proceeding to bankruptcy or having been a Director, Manager or Secretary or a company which is being or has been wound up or is trading under an arrangement with creditors | |
| DETAILS | |

|  |  |  |  |
| --- | --- | --- | --- |
| Signature |  | Date |  |
| Company Name |  | | |

**7.5 SCHEDULE OF FINANCIAL & TRADE REFEREES**

|  |  |  |
| --- | --- | --- |
| TENDERER’S BANK:  Branch:  Contact Person:  Telephone Number: |  |  |
| MAJOR SUPPLIERS | NAME OF CONTACT PERSON | PHONE & FAX NO. |
|  |  | PH:  FAX: |
|  |  | PH:  FAX: |
|  |  | PH:  FAX: |
| Disclosure Declaration | I……………………………………………………………………………………….  (full name including title if bearer of company or incorporated body)  hereby authorise the above listed bank and/or companies nominated by me to provide a credit reference to Darwin City Council or it’s banker, if so requested.  This authorisation is for the sole and confidential use of Darwin City Council for the purposes of assessment of the tender hereby submitted. | |

|  |  |  |  |
| --- | --- | --- | --- |
| Signature |  | Date |  |
| Company Name |  | | |

**7.6 DECLARATION OF SUPPORTING INFORMATION**

|  |  |
| --- | --- |
| Provide on this schedule or attach any information supporting your ability to meet the requirements of the tender |  |

**7.7 COMPANY SEARCH**

|  |
| --- |
| Please attach two copies of this search |

**7.8 BANKRUPTCY CLEARANCE SEARCH**

|  |
| --- |
| Please attach two copies of this search |

**7.9 COLLUSIVE TENDERING - STATUTORY DECLARATION**

I, .......................................................……...…........... *(Full name)*, .....................…….……................................... *(Position)*

of ……………………..............................................………………………*(Name of Tenderer)*

..............................….......................................……………………………*(Address of Tenderer)*

do solemnly and sincerely declare that:

## Definitions

In this Statutory Declaration:

“**Bidders**” means any tenderers for the Contract and includes the Tenderer;

“**the Contract**” means the Contract to which this Tender and Statutory Declaration pertains;

“**Industry Association**” means any organisation of which bidders are members;

“**the Tenderer**” means *(insert name of company, other body corporate, firm, or individual)*

;

“**Tender Price**” means the amount or amounts indicated by a Bidder as the lowest amount or   
amounts for which that Bidder is prepared to perform the Contract.

## 2. Introduction

* 1. I hold the position of (*insert title*)

of the Tenderer and am duly authorised to make this declaration on its behalf.

2.2 I make this declaration on behalf of the Tenderer and on behalf of myself.

## 3. No Knowledge of Tender Prices

Prior to the Tenderer submitting its tender for the Contract, neither the Tenderer, nor any of its employees or agents, had knowledge of the Tender Price, or proposed Tender Price, of any Bidder (other than the Tenderer) who submitted, or proposed to submit, a tender for the Contract.

## 4. Disclosure of Tender Price

Neither the Tenderer, nor any of its employees or agents has disclosed nor will they disclose prior to the Closing Date the Tenderer’s Tender Price to:

4.1 any other Bidder who has submitted or will submit a Tender for the Contract;

4.2 any other person, company, body corporate, or firm proposing to submit a Tender for the Contract;

4.3 any person or organisation connected or associated with a Bidder, person, company, body corporate, or firm of a kind referred to in Clauses 4.1 or 4.2.

## 5. Provision of Information

Except as stated herein, neither the Tenderer, nor any of its employees or agents, has provided or will provide information to:

5.1 any other Bidder who has submitted or will submit a Tender for the Contract;

5.2 any other person, company, body corporate, or firm proposing to submit a Tender for the Contract; or

5.3 any other person, company, body corporate, or firm for the purpose of assisting in the preparation of a tender for the Contract.

## 6. GENUINE COMPETITION

The Tenderer is genuinely competing for the Contract.

## 7. Industry Association Agreements

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding, other than as disclosed to the Council in the Tenderer’s Tender, that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, an Industry Association in respect of the Contract.

## 8. Unsuccessful Tenderers’ Fees

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that the successful Bidder for the Contract will pay any money to, or provide any other benefit or other financial advantage to, any other Bidder who unsuccessfully tendered for the Contract.

## 9. Qualifications to Tenders

Neither the Tenderer, nor any of its employees or agents, has entered into any contract, agreement, arrangement or understanding that Bidders for the Contract would include an identical or similar condition or qualification in their Tenders for the Contract if any such condition or qualification is included in the Tenderer’s Tender.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act, 1900*.

**Declared at** ,)

**in the Territory/State of** ,)

**this** **day of** ,)

**before me:** )

***(Signature of person making the declaration)***

*Signature:*

*Full Name:*

*Address:*

*Qualification:*

***(Insert details of basis on which entitled to witness a Statutory Declaration)***