



Parliament of Australia

Department of Parliamentary Services

**Tender documents
for the supply of
master keyed lock cylinders**

**Request for Tender (RFT)
DPS05005**

**The Deadline for this Tender is 2 pm, 6 April
2005.**

Late Tenders will not be accepted.

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Section 1 - Introduction and background

1. Introduction

1.1 Request for Tender

This RFT invites Tenders for the supply of the Property described in the Statement of Requirement (Appendix C).

1.2 Sections and Appendices

This RFT consists of the following four Sections:

- (a) Section 1 - Introduction and Background;
- (b) Section 2 - Tender Conditions;
- (c) Section 3 - Tenderers' Requirements; and
- (d) Section 4 - Evaluation;

and includes the following Appendices:

- (e) Appendix A - Tender Particulars;
- (f) Appendix B - Background;
- (g) Appendix C - Statement of Requirement ("**SOR**");
- (h) Appendix D - Tender Form and Tender Schedules;
- (i) Appendix E - Draft Contract;
- (j) Appendix F - Tender Box Location;
- (k) Appendix G - Not used; and
- (l) Appendix H - Conditions for Participation.

1.3 Contract

If a Tenderer is selected to be the Contractor, it will be required to supply the Property in accordance with the Contract.

The Contract will be substantially in the form of the Draft Contract subject to:

- (a) any variations notified to Tenderers before the Deadline; and
- (b) negotiated changes with the preferred Tenderer under clause 29.1.

2. Background

2.1 Information

The Background information to assist Tenderers in their due diligence is set out in Appendix B.

2.2 Documents

Subject to confidentiality and security requirements, documents referred to in the Background information and not included in this RFT will be available from the department's website (at www.aph.gov.au/DPS/index.htm) or on written request from the Contact Person.

2.3 Not used

3. Timing

3.1 Timetable

The proposed timetable for this RFT is as follows:

<u>Activity</u>	<u>Indicative timing</u>
Tender release date	11 March 2005
Mandatory briefing and site inspection	23 March 2005
Final date for receipt of questions	31 March 2005
Tender Deadline (2:00pm Wednesday)	6 April 2005
Tender evaluation completion by	13 April 2005
Notification of successful Tenderer	18 April 2005
Notification to unsuccessful Tenderer(s)	18 April 2005
Contract to be signed by	20 April 2005

3.2 Changes to timing

Any changes to the indicative timetable in clause 3.1 will be:

- (a) sent to all Registered Tenderers;
- (b) posted on the Tender Website; and
- (c) available on request from the Contact Person.

4. Applicable law and jurisdiction

4.1 Law

The laws applying in the Australian Capital Territory will apply to this RFT and the tendering process.

4.2 Jurisdiction

Tenderers submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

Section 2 - Tender Conditions

5. Information for Tenderers

5.1 Invitation to Tender

Interested persons are invited to submit a Tender for the supply of the Property in accordance with this RFT.

5.2 Conditions for Participation

DPS will exclude a Tender from further consideration if DPS considers that the Tenderer does not comply with each of the Conditions for Participation as identified in Appendix H.

5.3 Registered Tenderers

Tenderers are advised that they should register their interest for this requirement by completing the 'Registration Information' form on the Tender Website, and forward it to the Contact Person by email. DPS will include the name of that Tenderer and its contact details in a register of Tenderers. Those individuals or organisations who are invited to participate in this RFT process will be automatically recorded in the register of Tenderers.

Only Tenderers who have registered via the Tender Website will be directly advised of any alteration, correction or notice in relation to this Tender. However, all alterations, corrections and notices will be available on the Tender website and from the Contact Person.

The Commonwealth accepts no responsibility if a Tenderer fails to become aware of any alteration, correction or notice, which would have been apparent from a visit to the Tender Website or from other information available from the Contact Person.

5.4 Inquiries

Any inquiries which Tenderers may have should be directed to the Contact Person who is the only person who has authority to respond to those inquiries on behalf of DPS.

DPS may circulate inquiries and their answers to all other Tenderers without disclosing the source of the inquiry or revealing the confidential information of a Tenderer.

5.5 Complaints

A Tenderer may lodge a complaint if dissatisfied with any aspect of this RFT process and unable to resolve the issue with the Contact Person. Complaints should be directed in writing to the Complaints Officer.

The Complaints Officer is independent of the RFT process.

Complaints will not prejudice a Tenderer's participation in any of the Commonwealth's future procurement processes.

5.6 Subcontracting

If DPS elects to contract with a Tenderer, it is intended that the contract will be with a single prime contractor.

If a Tenderer proposes to subcontract any part of the supply of the Property, it should:

- (a) specify in its Tender, the name of each Nominated Subcontractor and a description of that part of the Property to be supplied by that Nominated Subcontractor; and
- (b) include with its Tender, a written undertaking by each Nominated Subcontractor to provide, on request from DPS, any information (as specified by DPS) similar to that provided by the Tenderer in response to this RFT.

6. Definitions and interpretation

6.1 Definitions

In this RFT, all words and expressions will (unless the context otherwise requires) have the meanings assigned to them in the Draft Contract or the meanings assigned to them in these Tender Conditions:

Addenda. Any written amendment to, or clarification of, any aspect of this RFT issued under clause 7.4.

Business Day. A weekday other than a public holiday in the Australian Capital Territory.

Commonwealth Confidential Information. Information of the Commonwealth that:

- (a) is, by its nature, confidential;
- (b) is designated by DPS as confidential;
- (c) is marked "Secret", "Classified", "Confidential", "Commercial-in-Confidence" or with any other description which would imply that it is confidential; or
- (d) a Tenderer knows, or ought to know, is confidential;

but does not include information which:

- (e) by law is required to be disclosed; or
- (f) is, or becomes, public knowledge other than by:
 - (i) a breach of any undertaking by a Tenderer; or

- (ii) any other unlawful means.

Complaints Officer. The DPS person specified in the Tender Particulars.

Conditions for Participation. The minimum conditions that Tenderers must meet in order to participate in the procurement process or for tenders to be considered identified in Appendix H.

Contact Person. The DPS person specified in the Tender Particulars.

Contract. The final Contract proposed to be entered into between DPS and the Contractor, a draft of which is contained in Appendix E.

Contractor. The successful Tenderer (if any) appointed to supply the Property under the Contract.

Deadline. The date and time set out in the Tender Particulars by which Tenders must be submitted.

Draft Contract. The Draft Contract comprising Appendix E.

GST. GST has the same meaning as given under *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Intellectual Property. All copyright (including moral rights) and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, confidential information (including trade secrets and know-how), and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law and in the world.

Nominated Subcontractor. A Subcontractor nominated by the Tenderer to supply any part of the Property as specified in its Tender.

Pricing Schedule. The Tenderer's completed Pricing Schedule (Tender Schedule 3 of Appendix D) submitted with its Tender in response to Part 23.

Property. The Property to be supplied by the Contractor under the Contract.

RFT. All documents comprising this Request for Tender.

Registered Tenderer. A Tenderer invited to submit a Tender or who gives a written notice to the Contact Person under clause 5.3.

Security Requirements. The requirements of DPS relating to security of Commonwealth premises, material and information as specified by it, from time to time.

Small and Medium Enterprises. Businesses registered in Australia and New Zealand that employ less than the full time equivalent of 200 persons.

SOR. The Statement of Requirement for the Property comprising Appendix C.

Subcontractor. A party that enters into contractual relations with a Tenderer to supply some or all of the Property offered by the Tenderer.

Tender. The documents comprising the Tenderer's response to this RFT duly completed and executed by or on behalf of the Tenderer and received by DPS in accordance with this RFT.

Tender Box. The Tender Box described in the Tender Particulars and at Appendix F.

Tender Conditions. The conditions specified in this RFT.

Tenderer. The person identified as such on the Tender Form and includes all persons on whose behalf that person has lodged the Tender.

Tender Form. The document (including the Tender Schedules and annexures) comprising Appendix D which is to be completed and submitted by the Tenderer as its response to this RFT.

Tender Particulars. The particulars set out in Appendix A.

Tender Validity Period. The period specified in the Tender Particulars.

Tender Website. The website at the address specified in the Tender Particulars.

6.2 Interpretation

In this RFT:

- (a) headings are for convenience only and do not affect interpretation; and, unless the context indicates a contrary intention:
- (b) words denoting the singular number include the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) a reference to "person" includes individuals, firms, companies, associations (incorporated or not incorporated), corporations, governments, government and statutory bodies and other entities;
- (e) references to Parts, clauses and paragraphs are references to Parts, clauses or paragraphs of this RFT;
- (f) a reference to a Part means a group of clauses all commencing with the same number;
- (g) a reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision, and ordinances, by-laws, regulations and other statutory instruments issued under that legislation, section or provision;

- (h) a reference to property takes in every type of right, interest or thing which is legally capable of being owned and includes but is not restricted to, physical goods, equipment and real property, as well as intangibles such as intellectual property, contract options and goodwill;
 - (i) a reference to "\$" is to Australian currency;
 - (j) no rule of construction applies to the disadvantage of a party on the basis that the party puts forward this RFT or any part of it;
 - (k) a reference to the Commonwealth, means the Commonwealth of Australia, acting through and represented by DPS or, if the context allows, any other agency; and
 - (l) a reference to DPS, means the Department of Parliamentary Services ABN 52 997 141 147, a Commonwealth parliamentary department, acting for, and representing, the Commonwealth in relation to this RFT.
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7. Further information

7.1 Mandatory briefing and site inspection

DPS will conduct a briefing session and site inspection, for all interested persons, to provide an opportunity to Tenderers to clarify DPS's requirements.

Details relating to the mandatory briefing and site inspection are specified in the Tender Particulars.

Persons wishing to attend the briefing and site inspection should register their details and any matters they wish clarified with the Contact Officer before the nominated time specified in the Tender Particulars.

7.2 Access to Parliament House

Escorted access to Parliament House will be available in accordance with clause 7.1.

Tenderers are advised that cameras (whether video or still) are not permitted during site inspections, unless DPS approval is granted. DPS expects that approval would be granted only in exceptional circumstances. Tenderers are advised to seek approval at least 7 days before the briefing and site inspection.

7.3 Discrepancies and questions

If a Tenderer:

- (a) finds any discrepancy, error or omission in this RFT; or
- (b) has any question or wishes to make any inquiry concerning this RFT;

it should notify the Contact Person in writing (including by mail, fax or e-mail) prior to the final date for receipt of questions (see clause 3.1).

Answers to any notices or questions may be given by DPS in the form of Addenda under clause 7.4.

7.4 Addenda

DPS may amend this RFT by written notice at any time prior to the Deadline including (without limitation) by revising the Draft Contract.

Any amendment to, or clarification of, any aspect of this RFT will be issued in the form of Addenda and will be:

- (a) sent to all Registered Tenderers;
- (b) posted on the Tender Website; and
- (c) available on request from the Contact Person.

All Addenda will become part of this RFT and will be given the same publication and distribution as the original RFT.

8. Minimum content and format requirements

8.1 Tender requirements

A Tenderer must submit a Tender in accordance with the requirements of this Part 8 (Minimum Content and Format Requirements).

DPS will exclude a Tender from further consideration if DPS considers that the Tender does not comply with these minimum content and format requirements.

If DPS considers that there are unintentional errors of form in a Tender, DPS may request the Tenderer to correct or clarify the error, but will not permit any material alteration or addition to the Tender.

8.2 Tender Form and Tender Schedules

The Tender must be submitted using the Tender Form and completed Tender Schedules (Appendix D) together with the annexures referred to in the Tender Form.

Without limiting any obligations of this RFT, Tenders must provide responses to the following requirements:

- (a) compliance with the Tender Conditions and the terms and conditions of the Draft Contract (Tender Schedule 1), as specified in the Tenderer's statement of compliance under Part 19;
- (b) insurance cover (Tender Schedule 2), as evidenced by its response to clause 20.2;

- (c) completion of the Pricing Schedule (Tender Schedule 3) in accordance with Part 23;
- (d) intellectual property ownership and licensing (Tender Schedule 4), as evidenced by its response to Part 26; and
- (e) financial viability (Tender Schedule 5), as evidenced by the Tenderer's response to clause 20.1.

8.3 Signing of Tender Form

The Tender Form must be signed by a person having full authority to bind the Tenderer.

The name of the person signing should be typed or printed clearly below the signature.

8.4 Address for service

The Tenderer must include an address, not a post box, for the service of notices for the purpose of this Tender and any subsequent Contract arising out of this Tender.

8.5 Language and measurements

Tenderers' responses must be in the English language and, unless otherwise specified, measurements must be expressed in Australian legal units of measurement and all prices must be stated in Australian dollars.

9. Lodgement of Tenders

9.1 Lodgement

Tenders should be:

- (a) enclosed in an envelope bearing the endorsement set out in the Tender Particulars; and
- (b) lodged in the Tender Box, during the business hours set out in the Tender Particulars, by the Deadline.

9.2 Alternative lodgement

A Tender may be sent through the mail provided that it is:

- (a) sent to the Tender Box address set out in the Tender Particulars;
- (b) accompanied with a request for transfer to the Tender Box; and
- (c) received by the Deadline.

DPS is not responsible for Tenders delivered to an address other than the address set out in the Tender Particulars.

9.3 Copies

The Tenderer should submit:

- (a) one bound hard copy of its Tender, marked "Original";
- (b) two unbound hard copies of its Tender, each marked "Copy"; and
- (c) one electronic copy (on disk) in Microsoft ® Word 2000 (or Word 97) format.

If there are any discrepancies between the copies, the bound hard copy marked "Original" will prevail.

9.4 Late Tenders

A Tender lodged after the Deadline is a late Tender.

Late Tenders will not be opened and will be returned to the Tenderer. DPS will admit to evaluation any Tender that was received late solely due to mishandling by DPS. All other later Tenders will be excluded from consideration.

9.5 Tender Rejection

DPS may also reject any Tender which contains alterations or erasures or sets out prices or other particulars which are not clearly and legibly stated.

10. Tenderer's risk and costs

10.1 Tenderer to inform itself

By lodging a Tender, the Tenderer warrants that it has:

- (a) examined this RFT and any other information made available by DPS to the Tenderer, or any other person on its behalf;
- (b) examined all information relevant to the risk, contingencies and other circumstances having an effect on its Tender and which is obtainable by the making of reasonable inquiries;
- (c) undertaken due diligence and satisfied itself as to the correctness and sufficiency of its Tender;
- (d) informed itself of all matters relevant to the employment of labour and all other workplace relations matters relevant to the supply of the Property; and
- (e) not relied upon any representation made by, or on behalf of, the Commonwealth other than as expressly set out in this RFT.

10.2 Tender to include Addenda

The Tenderer confirms that it has allowed in its Tender for the requirements contained in all Addenda issued to Tenderers, as identified (by number and date of issue) in its Tender Form.

10.3 Costs of tendering

Each Tenderer warrants that it will not make any claim for payment by the Commonwealth for any costs, losses or expenses incurred by the Tenderer in preparing its Tender or in respect of any discussions, negotiations, inquiries or any work undertaken by any Tenderer in relation to this RFT, whether before or after lodgement of its Tender.

10.4 Matters affecting the Tender price

Each Tenderer warrants that its quoted prices as set out in its Pricing Schedule include all costs of complying with this RFT and associated with carrying out all matters and doing all things necessary for the due and proper supply of the Property.

10.5 Acknowledgement by Tenderers

Each Tenderer acknowledges that:

- (a) the invitation to Tenderers to submit a Tender does not constitute any offer by DPS to contract for the supply of any Property;
- (b) nothing in this RFT shall constitute advice by DPS in relation to any investment;
- (c) DPS does not give any warranty to Tenderers under this RFT or any correspondence or discussions between it and Tenderers;
- (d) any indication (whether in the SOR or otherwise) of the volume of Property required by DPS is based on estimated current levels and may be inaccurate or subject to material variation in the future; and
- (e) without limiting the effect of any other acknowledgement by Tenderers, after the date of issue of this RFT, there may be changes (including material changes) in:
 - (i) the affairs of, or administrative arrangements for, DPS; or
 - (ii) the volume of Property that will be required by DPS.

10.6 Accuracy of information

DPS has not verified or audited the information contained or referred to in this RFT but believes that the contents are accurate as at the date of this RFT.

Tenderers:

- (a) warrant that their Tenders are based upon their own investigations and determinations; and
- (b) release the Commonwealth from all liability arising out of, or connected with, any:
 - (i) error or omission in any information supplied by the Commonwealth; and
 - (ii) negligent misstatement of the Commonwealth.

11. Tendering ethics

11.1 Procurement principles

Each Tenderer acknowledges that DPS will, in relation to this RFT:

- (a) take into account the *Commonwealth Procurement Guidelines ("CPGs")*; and
- (b) use reasonable endeavours to act equitably in its dealings with all Tenderers.

11.2 Conduct of Tenderers

Tenderers should conduct themselves with honesty and integrity including not:

- (a) doing, or omitting to do, anything which would cause, or contribute to, a breach of the CPGs;
- (b) attempting to improperly influence any officer of the Commonwealth or other person engaged in the tender process under this RFT; or
- (c) engaging in collusive tendering or other improper practices.

DPS may exclude those Tenderers from the RFT who it considers do not conduct themselves with honesty and integrity.

11.3 Conflict of interest

Each Tenderer warrants that:

- (a) as at the Deadline, no conflict of interest exists or is likely to arise in relation to the submission of its Tender;
- (b) it will notify DPS immediately if any such conflict, or risk of conflict of interest, arises after the Deadline and how it proposes to manage that situation; and
- (c) until the expiry of the Tender Validity Period, it will:

- (i) not enter into negotiations, with any person, in relation to a material issue directly opposed to, or which could have a material effect on, DPS's interests or operations;
- (ii) not enter into operations or arrangements opposed to the Commonwealth's interests; and
- (iii) implement the highest level of compliance with laws, authorities, rulings and policies, including rules of ethics and professional codes of conduct, relevant to the tender process under this RFT.

Where any such actual or potential conflict arises on the part of the Tenderer, DPS may:

- (d) enter into discussions to seek to resolve the conflict of interest;
- (e) exclude the Tender submitted by the Tenderer from further evaluation; or
- (f) take any other action as it considers appropriate.

11.4 Probity adviser

DPS may appoint a probity adviser to assist it to maintain integrity in the tendering process under this RFT. Tenderers must, upon request, give to the probity adviser, such assistance as he or she may reasonably require.

12. Documents

12.1 Ownership of documents

This RFT is the property of DPS and Tenderers must return it to DPS on request.

12.2 Copyright

Copyright in this RFT is owned by the Commonwealth and:

- (a) all rights are reserved; and
- (b) except for the purposes of submitting a Tender, no part of this RFT may be reproduced or adapted, in any form or by any means, without the written consent of the Commonwealth which may be withheld or given in its absolute discretion.

12.3 Use of documents by DPS

Ownership of intellectual property in a Tender does not pass to DPS with physical property in the Tender documents. However, DPS is granted an irrevocable, royalty free licence to use, reproduce and circulate any copyright material to the extent necessary to conduct the Tender process and prepare any resultant contract.

13. Privacy and confidentiality

13.1 Privacy

DPS is obliged to protect Personal Information in accordance with the Information Privacy Principles set out in the *Privacy Act 1988*. Tenderers are advised that the Draft Contract includes provisions regarding compliance with the *Privacy Act 1988*, including the Information Privacy Principles (the "IPPs"). For further information, see www.privacy.gov.au.

Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Privacy Act 1988* on their Tender response.

DPS may exclude from consideration a Tender from a Tenderer who DPS considers has contravened this requirement.

13.2 Confidentiality undertaking by Tenderers

Tenderers should not, without the prior written consent of DPS, (which may be withheld or given in the absolute discretion of DPS), disclose any Commonwealth Confidential Information to any person.

Tenderers may disclose Commonwealth Confidential Information to employees, agents and advisers provided:

- (a) those persons enter into similar confidentiality undertakings as contained in this Part 13; and
- (b) the disclosure is necessary for the purpose of preparing their Tenders.

13.3 Publicity

Without limiting any other obligation, whether under this RFT or otherwise, a Tenderer should not:

- (a) make any public announcement about this RFT; or
- (b) discuss with:
 - (i) another Tenderer; or
 - (ii) any other person who is not assisting it to prepare and submit its Tender;

this RFT or its response to this RFT.

13.4 Tenderers' confidentiality

Without limiting clause 12.3, DPS will treat Tenderers' information in confidence. Where a Tenderer believes that disclosure of information included in its Tender, or any other documents provided to DPS in relation to this RFT, might affect the Tenderer's personal privacy or business affairs:

- (a) the Tenderer should, at the time of providing that information, clearly identify the information and give notice with supporting reasons to DPS that it requests the information to be treated as confidential; and
- (b) subject to clause 13.5 and clause 13.6, and so far as its obligations under the law and policy permit, DPS will give effect to the Tenderer's request.

13.5 Authorised disclosure

By submitting a Tender, the Tenderer acknowledges and consents to DPS disclosing any information provided by the Tenderer if:

- (a) that disclosure is required under legislation or by law;
- (b) that disclosure is required to meet DPS's reporting or accountability requirements, including:
 - (i) under the *Financial Management and Accountability Act 1997*;
 - (ii) to the Australian National Audit Office or any other auditor nominated by DPS;
 - (iii) in accordance with provisions that require reporting of agency agreements, Commonwealth contracts and standing offers in the *Commonwealth Purchasing and Disposals Gazette*;
 - (iv) to the Commonwealth Parliament (including parliamentary committees);
 - (v) in accordance with the *Requirements for Departmental Annual Reports*;
 - (vi) to the Commonwealth Ombudsman;
 - (vii) in accordance with the *Freedom of Information Act 1982* (if any); and
 - (viii) to the Equal Opportunity for Women in the Workplace Agency in accordance with the *Equal Opportunity for Women in the Workplace Act 1999*;
- (c) the information is, or becomes public knowledge, other than by breach of confidentiality or other unlawful means;

- (d) the disclosure is to DPS's consultants, advisers or agents and those persons are also under an obligation to keep it confidential; or
- (e) the disclosure:
 - (i) has been consented to by the Tenderer; or
 - (ii) is reasonably necessary to enable DPS to exercise its rights or perform its obligations under this RFT or the Contract.

13.6 Reporting

Tenderers are advised that:

- (a) DPS may publish the award of all contracts, agreements and standing offers valued at \$10,000 or more. This may include details:
 - (i) of whom the contract, agreement or standing offer was awarded to;
 - (ii) the contract price;
 - (iii) whether each such contract contains any provisions requiring the parties to maintain confidentiality of any of the contract's provisions, or whether any provisions of the contract are regarded by the parties as confidential and a statement for the reasons for confidentiality.

14. GST and other taxes

14.1 GST

The Contract will include a provision under which, to the extent that the Contractor is liable for an amount of GST in connection with the supply of the Property:

- (a) the Contractor may add the amount of the GST to the agreed price; and
- (b) DPS must pay the agreed price plus the amount of the GST.

14.2 Other taxes

The Tenderer will be liable for all other taxes, duties, levies, imposts and charges which may be payable in respect of the Property.

15. Commonwealth policies

15.1 Awareness of policies

Tenderers' attention is drawn to Commonwealth policies which may have an effect on this RFT and Tenderers' responses, including policies under which the Commonwealth:

- (a) seeks to promote Small and Medium Enterprises (see further Part 21);
- (b) may reject Tenders from suppliers not compliant with the *Equal Opportunity for Women in the Workplace Act 1999*;
- (c) has adopted the *National Code of Practice for the Construction Industry* for mandatory application to all construction and building work undertaken for Commonwealth purposes;
- (d) requires other contractual parties to fully recognise, and comply with, obligations under the *Workplace Relations Act 1996*;
- (e) seeks to promote the occupational health and safety of persons employed by the Commonwealth in accordance with the *Occupational Health and Safety (Commonwealth Employment) Act 1991* (see further at Part 22); and
- (f) is committed to increasing the use of electronic commerce by Australian business.

15.2 Competitive neutrality

The Commonwealth is committed to ensuring an efficient and effective public sector through the discipline of contestability. Policy and legislation relating to competitive neutrality require that government business activities should not enjoy net competitive advantages over their private sector competitors simply by virtue of public sector ownership.

If any Tenderer (or a member of a Tenderer's consortium) is a public sector organisation, the Tenderer should demonstrate in the pricing of its Tender that the requirements of competitive neutrality have been met including, payment of relevant taxes and charges, rates of return and cost of funds.

15.3 Tenderer to obtain own advice

Tenderers should obtain their own advice in relation to the impact of Commonwealth policies on their Tenders.

16. DPS's rights

16.1 General

DPS may:

- (a) amend this RFT;
- (b) require additional information or clarification from Tenderers;
- (c) provide additional information or clarification to Tenderers;
- (d) negotiate with any Tenderer;
- (e) publish the name of any successful or unsuccessful Tenderer;
- (f) enter into a number of separate contracts with different Tenderers or any other person for the supply of individual Property or parts of the Property.
- (g) not necessarily accept the highest ranked, the lowest priced, or any, Tender;
- (h) at any time, by giving notice in writing to Tenderers, terminate the tender process; and
- (i) if it terminates the tender process:
 - (i) negotiate with any one or more of the Tenderers or any other person for the supply of all, or any, of the Property;
 - (ii) call for new tenders; or
 - (iii) engage in any other procurement process for the Property.

Each Tenderer releases DPS and the Commonwealth from any liability which may arise by reason of DPS exercising any rights under this clause.

16.2 Financial and business reports

DPS may obtain independent financial and business reports on Tenderers to determine their business viability and capacity to supply the Property and each Tenderer consents to the obtaining of that information. Subject to clause 13.5, DPS agrees to treat those reports as "commercial-in-confidence".

Section 3 - Tenderers' requirements

17. Overview

17.1 Provision of information

Tenderers should provide the information specified in this Section 3 as an annexure to its Tender Form which will be evaluated in accordance with the criteria and methodology set out in Section 4.

17.2 Essential Requirements

DPS will exclude a tender from further consideration if the DPS considers that the tender does not comply with an essential requirement as identified in the Statement of Requirement (Appendix C).

18. Not used

19. Compliance

19.1 Statement of compliance

Subject to clause 19.2, each Tenderer should verify that its Tender complies with:

- (a) the Tender Conditions; and
- (b) the terms and conditions of the Draft Contract.

19.2 Non-compliance

Any Tenderer who is unable or unwilling to comply with any of the Tender Conditions or the terms and conditions of the Draft Contract should:

- (a) complete the Exceptions Table comprising Tender Schedule 1 (Appendix D) to clearly specify that non-compliance; and
- (b) identify in its Pricing Schedule, the effect of that non-compliance on its quoted prices.

20. Capacity

20.1 Financial viability

Each Tenderer should demonstrate that it has the financial capacity to supply the Property and perform all the obligations of the Contractor under the Contract.

The onus is upon Tenderers to satisfy DPS that they have the necessary financial capacity to perform the obligations under the Contract and any other information may also be provided under this requirement.

20.2 Insurance

Each Tenderer should:

- (a) complete Schedule 2 of the Tender Form by providing details of the workers compensation, public liability and product liability insurances that it proposes to have in place and maintain if it is selected as a Contractor; and
- (b) confirm that it will comply with its obligations under Part 8 of the Contract.

20.3 Past performance

Tenderers should provide details of recent endeavours that have involved the supply of property similar in size and complexity as that specified in the SOR.

Tenderers should provide the following information in relation to each supply arrangement:

- (a) task designation;
- (b) client organisation;
- (c) referee contact;
- (d) date of commencement and period of association; and
- (e) brief description including:
 - (i) property provided;
 - (ii) number of personnel involved in the supply of the property;
 - (iii) skills required; and
 - (iv) lessons learned and how these experiences will be applied to DPS.

21. Small and Medium Enterprises strategy

21.1 Commonwealth policy

The Commonwealth is committed to sourcing at least 10 percent of its purchases by value from Small and Medium Enterprises ("**SMEs**").

22. Not used

23. Tendered prices

23.1 Pricing Schedule

Tenderers should complete Tender Schedule 3 of the Tender Form ("**Pricing Schedule**"). Tenderers are not to include pricing in any other part of their Tender.

23.2 Details to be included

The Pricing Schedule should:

- (a) clearly identify the timing and method of any proposal for increase in prices during the term of the Contract (or any extension or renewal); and
 - (b) include:
 - (i) details of any assumptions or other conditions upon which prices are based;
 - (ii) the price effect of any of those assumptions or conditions; and
 - (iii) requirements for removal of those assumptions or conditions.
-

24. Service delivery

24.1 Program

Tenderers should provide a draft program for the supply of the Property under the Contract, including:

- (a) timeframe for the development of the master keying configuration;
- (b) supply of keys and lock cylinders, including delivery dates; and
- (c) timeframe for software delivery and commissioning prior to installation of locks.

24.2 Not used

25. Organisational and management capability and capacity**25.1 Staffing arrangements**

Tenderers should include:

- (a) a description of the organisational structure and proposed contract management arrangements;
- (b) details of its specified personnel nominated for the master keying; and
- (c) personnel profiles detailing the qualifications and experience of its specified personnel relevant to the master keying.

25.2 Not used**25.3 Not used**

26. Intellectual Property**26.1 Identification of ownership**

Tenders should identify in Tender Schedule 4 that Intellectual Property (if any) in its proposed solution:

- (a) is existing and is owned by the Tenderer;
- (b) will be created in the performance of the Property; and
- (c) is owned by any third parties.

26.2 Restrictions on use

Tenderers should also identify any restrictions in relation to DPS's use of the Intellectual Property to be used or created in any proposed solution offered in its Tender.

Section 4 - Evaluation

27. Evaluation procedures

27.1 Tender Evaluation Committee

DPS will appoint a Tender Evaluation Committee ("**TEC**") to manage the evaluation process.

27.2 Evaluation assistance

DPS may consult its lawyers, probity advisers, consultants and other advisers, including staff of other Commonwealth departments and agencies.

27.3 Clarification of Tenders

Except as expressly provided by this RFT, no Tenderer will be permitted to amend, add to or clarify its Tender after the Deadline.

Each Tenderer grants to DPS the right to:

- (a) seek clarification from the Tenderer in relation to any information contained in its Tender;
- (b) visit any reference site specified in its Tender; and
- (c) interview or otherwise obtain information from any referee nominated in its Tender.

Where DPS requests any clarification from a Tenderer, DPS:

- (d) may nominate a time for any response by the Tenderer; and
- (e) shall be entitled to:
 - (i) rely on the information provided in the Tender where a response is not provided within the time nominated by DPS; and
 - (ii) reject any information which, in the opinion of DPS, materially alters the Tender.

27.4 Shortlisting

Where DPS believes that more than one Tenderer is able to satisfy its requirements, it may:

- (a) shortlist those Tenderers ("**Shortlisted Tenderers**");
- (b) seek additional information from Shortlisted Tenderers to enable it to complete its evaluation;

- (c) request all Shortlisted Tenderers to make a formal presentation to it; and
- (d) enter into parallel negotiations with the Shortlisted Tenderers to enable them to improve their Tenders and allow DPS to identify the tendered solution that represents the best value for money.

28. Evaluation

28.1 Evaluation approach

In the conduct of the evaluation:

- (a) initially, Tenders will be assessed as to whether they satisfy or do not satisfy:
 - (i) the Conditions for Participation; and
 - (ii) the minimum content and format requirements;
- (b) those Tenders that satisfy these requirements will be evaluated by DPS to identify the option that represents best value for money in accordance with the process and criteria described in this Part 28.

Value for money is a comprehensive assessment that takes into account both cost represented by the assessment of price and value represented by technical assessment in the context of the risk profile presented by each Tender.

28.2 Evaluation criteria

The evaluation will take into consideration the criteria, including their weightings, as follows:

- (a) a demonstrated understanding of, and the capacity to provide the products and systems described in the Statement of Requirement (Appendix C) including (weighting - 55%):
 - (i) Product exclusivity: Profile exclusivity; illegal key duplication possibilities; design registration on keyway; key codes and system controls;
 - (ii) Product capacity and durability: Number of combinations per profile; master keying capacity; cylinder range; plug pulling resistance; pick resistance; environmental durability; cylinder component wear; keyway profile wear; key and key blank warranty; cylinder warranty; cylinder operation tested cycle failure rate; complete product range versatility;

- (iii) Costing and Maintenance: Initial average cost of cylinders; cost of replacement cylinders after initial order; initial cost of keys; cost of keys after initial order; on-going maintenance costs; replacement key and cylinder delivery times after initial order; time required for master key planning and hardware supply; and
 - (iv) Software: Key management software; software network capabilities; software updates.
- (b) the Tenderer's past performance in supplying the Property as evidenced by its response to clause 20.3 (weighting - 15%);
 - (c) the skills and experience of the service provider, including those nominated to undertake the master keying as evidenced by response to Part 25 (weighting - 15%);
 - (d) capacity to commence work immediately and to meet agreed timeframes as evidenced by the program provided by it under Part 24 (weighting - 15%);
 - (e) the Tenderer's approach to handling of Intellectual Property, if any, as evidenced by its response to Part 26;
 - (f) compliance with the Tender Conditions and the terms and conditions of the Draft Contract, as specified in the Tenderer's statement of compliance under Part 19;
 - (g) the cost of the procurement including the Tenderer's prices as specified in its Pricing Schedule (Appendix D – Tender Schedule 3); and
 - (h) financial viability, as evidenced by the Tenderer's response to clause 20.1.

28.3 Balancing adjustments

To establish a common basis for the comparison of quoted prices, DPS may make balancing adjustments or allowances for the following matters:

- (a) any effect on tendered prices by reason of non-compliance as identified in the Pricing Schedule pursuant to clause 19.2; and
- (b) the price effect of any assumptions or conditions included in a Pricing Schedule pursuant to clause 23.2.

28.4 Value for money

In assessing quoted prices, DPS will be seeking to identify the tendered solution that represents best value for money.

In determining value for money, DPS will:

- (a) be obliged to satisfy itself that prices offered are reasonable having regard to market circumstances;

- (b) take into account all relevant costs and benefits over the whole of the term of the Contract; and
- (c) not be obliged to rank Tenderers on a basis of lowest to highest price.

29. Contracting

29.1 Contract negotiation

Before making a decision to appoint a Tenderer as the Contractor, and without affecting its rights under clause 27.4, DPS may negotiate the terms and conditions of the Contract to:

- (a) complete the Contract by the inclusion of the commercial terms, particulars and other details as specified in the Tender;
- (b) take into account any non-compliance identified by the Tenderer in its Exceptions Table (and approved by DPS); and
- (c) allow DPS to obtain the most advantageous supply of the Property including best value for money.

29.2 Updating and substitution of property

During the contract negotiations with any successful Tenderer, the Commonwealth or the Tenderer may propose that any item of property be substituted and updated with newer generation property, provided that:

- (a) the newer property meets the requirements as set out in the Statement of Requirement (Appendix C); and
- (b) the assessed value for money of the Tenderer's proposed solution is not reduced.

30. Acceptance and debriefing

30.1 Tenderer's Offer

A Tender will be an irrevocable offer, and remain open for acceptance by DPS, until the expiry of the Tender Validity Period.

30.2 Acceptance of a Tender

A Tender can only be accepted by DPS (on behalf of the Commonwealth) executing a counterpart of the Contract (already executed by the Tenderer) and delivering it to the Tenderer.

Each Tenderer waives the right to claim acceptance of its Tender arising out of any other action or omission whether of the Commonwealth or otherwise.

Subject to any contrary agreement, the Contract will come into force on the date that it is executed by DPS.

30.3 Debriefing

At the conclusion of the Tender process, DPS will:

- (a) give notice to all Tenderers of the results of that process including the name of any successful Tenderer; and
- (b) respond to each Tenderer's (whether successful or not) written request for information concerning the evaluation of its Tender, including answers to questions relating to:
 - (i) the Tenderer's score against each evaluation criteria and its overall ranking;
 - (ii) the assessed strengths and weaknesses of the Tenderer's proposals; and
 - (iii) such other matters relating to the Tenderer and its proposals (but not other Tenderers or their proposals), as DPS may determine as reasonably necessary to demonstrate accountability and transparency of the tender process.

Appendix A - Tender Particulars

Contact Person:	Name: Ms Rachael Dean Position: Procurement Officer Tel: (02) 6277 5114 Fax: (02) 6277 5168 e-mail: dpstenders@aph.gov.au
Deadline:	2.00 pm, Wednesday 6 April 2005, or such later date as DPS may determine and notify in accordance with clause 3.2 of the RFT.
Tender Validity Period	The period of 60 days commencing on the day after the Deadline.
Tender Website	http://www.aph.gov.au/DPS/Tenders.htm
Mandatory Briefing & Site Inspection:	Date: Wednesday 23 March 2005 Time: 10 am Venue: Parliament House, Canberra Format: Presentation and site inspection Registration and submission of queries to be made before: 12 pm Friday 18 March 2005 On the date of the site inspection and briefing, attendees are to report to the security desk in the main foyer of Parliament House by 9.50 am.
Endorsement:	RFT DPS05005
Business hours:	8:30am to 4:30pm on each Business Day
Address of Tender Box for mail or hand delivery:	Tender Box Department of Parliamentary Services Parliament House Loading Dock Parliament House Brisbane Avenue CANBERRA ACT 2600
Complaints Officer:	Name: Andrew Johnson Position: Assistant Director Procurement Tel: (02) 6277 5077 Fax: (02) 6277 5168 e-mail: dpstenders@aph.gov.au

Appendix B - Background

1. The Department of Parliamentary Services (DPS) is a service department that was created on 1 February 2004. The department has around 900 staff and an annual budget of approximately \$130m. It is the principal support agency for the operations of Parliament House in Canberra — a building where more than 3,500 people work on sitting days, and which more than 1 million people visit each year.
2. The Presiding Officers of the Parliament - the President of the Senate and the Speaker of the House of Representatives - have joint powers for the administration of DPS. The Secretary of DPS is responsible to the Presiding Officers for the efficient operation of the department.
3. The main functions of DPS are to provide a range of services and facilities including:
 - (a) Hansard reports of parliamentary proceedings and public hearings of parliamentary committees;
 - (b) parliament-wide computing networks and infrastructure and information systems;
 - (c) information technology, broadcasting and telecommunications services;
 - (d) teleconferencing, videoconferencing and audiovisual services;
 - (e) building maintenance, engineering and other building support services;
 - (f) facilities management services including venue management, accommodation planning, first aid and recreational facilities;
 - (g) security services;
 - (h) gardening, landscaping and environmental management;
 - (i) public and marketing activities including a Guide Service;
 - (j) provision of information, analysis and research services to Members and Senators;
 - (k) reviews of major issues before the Parliament; and
 - (l) up-to-date electronic information services.
4. The Parliament House Site Book (available from the department's website at www.aph.gov.au/JHD/about/index.htm) provides contractors and suppliers with information about:
 - (a) access within Parliament House;
 - (b) permits and working procedures;
 - (c) code of conduct; and
 - (d) emergency evacuation procedures and incident notification and reporting.
5. The Parliament House Site Book contains instructions and procedures and has been prepared to assist contractors and suppliers who may be engaged to work within Parliament House. It will form a part of a contract when it is prescribed as such in a formal instrument of agreement, otherwise it will represent a supplementary document which contains relevant instructions, information and guidelines.

Appendix C - Statement of Requirement

Supply of master keyed lock cylinders

Introduction

1 A requirement has been identified to replace the current Lockwood V7 and Chubb secure locking system throughout Parliament House in Canberra. Both the Chubb and the Lockwood systems have run out of patent and also have not been re-endorsed by ASIO T4 for use in Secure Area environments.

2 Currently, Parliament House has 5,853 doors, 641 cabinets and 1,647 windows that are keyed to the Lockwood V7 lock series and 320 keyed to the Chubb system. A potential also exists that 438 credenzas, currently keyed to alternate systems, may be included with this project, dependent on cost and logistics considerations, to provide a "one" key solution for Senators and Members.

3 This project has been broken into two distinct components which are:

- (a) *Stage 1*: The supply of the lock cylinders, the master keying and supporting software application.
- (b) *Stage 2*: The installation of the selected lock cylinders.

Background

4 The Security and Facilities Group within the DPS is responsible to the Parliament's Presiding Officers for the:

- (i) provision of protective security and emergency advice;
- (ii) implementation of policy determined by the Presiding Officers;
- (iii) coordination of security arrangements throughout Parliament House and the Parliamentary Precincts; and
- (iv) coordination and project management of security and life support asset replacement programs.

5 The project to replace the master keyed lock cylinders at Parliament House will be managed by DPS through its Security and Facilities Group (Security Systems and Infrastructure Business Unit).

Scope of the requirement

6 The scope under this Statement of Requirement relates to Stage 1 of the project only. Broad particulars of Stage 2 are provided for information purposes.

7 Security clearance to Secret for nominated personnel is mandatory prior to working on master key configuration.

Stage 1: The supply of the lock cylinders and the master keying.

Essential requirement

8 The most suitable locking solution for Parliament House will be established based on business and security needs. A one key solution should be offered for the operation of all cylinders in the Members and Senator's suites, i.e. standard oval, corridor oval, modified oval and cupboard lock cylinders. The nominated product for window, standard oval, corridor oval, modified oval cylinder adapted for cupboards, Chubb changeover lock cylinders and padlocks must be endorsed by ASIO T4 and listed for use in secured areas in the Security Equipment Catalogue (SEC) available through ASIO.

9 It is envisaged that part or all of the installation will take place during the Parliament's winter 2005 sitting break (June 24 to August 8). In order to meet these dates, all required locks will need to be delivered before June 30, 2005. In response to Part 24 of the RFT, an indicative program for the supply of keys and suitable lock cylinders will need to be provided by Tenderers.

Lock types

10 The tenderers will identify which cylinder in their range they are recommending for:

i.	Window cylinder (modified Lockwood cat. No. 570-2/48)	1650
ii.	Standard oval cylinder (equivalent to Lockwood cat. No.3570-2402)	3550
iii.	Corridor oval cylinder (equivalent to Lockwood cat. No.570-2/37)	1250
iv.	Chubb/changeover or modified standard oval cylinders	300
v.	Padlocks(equivalent to Lockwood cat. no. 245A)	120
vi.	Modified oval cylinder adapted for cupboards	900
vii.	Cupboard (equivalent to Lockwood cat. no. 691PB)	700
viii.	Nightlatch (equivalent to Lockwood cat. no. 201)	60

Part One - Locking system supply

11 The locking system employed is to be a fully patented and Restricted System, with no less than 10 disks or pins supported by stainless steel locking side bars, or similar, to ensure a high standard of anti-picking, and complexity of keying construction. Keys should be nickel silver and preferably able to be colour coded.

12 The system must be restricted for a minimum period of fifteen (15) years from the date of installation. Both lock cylinders and keys are to be covered by a manufacturer's warranty against breakage. Tenderers shall indicate the length of time the cylinder and keys are covered by this warranty as part of their Tender proposal.

Key Registration

13 It is highly desirable that the selected Tenderer maintains a complete and comprehensive record of all keys and lock cylinders, and their relationship. This is to be supplied to DPS on a computer based register.

14 It is highly desirable that the selected Tenderer issues the lock cylinder-keys assignment master file record, in an electronic format, along with the issue of lock cylinder, key or lock cylinder and the key.

15 It is mandatory that the information on relationship between lock cylinders and keys are safeguarded at all times by the selected Tenderer, at their premises and during communication with the department, as per guidelines for protecting "Highly Protected" information as outlined in the current version of the Protected Security Manual (PSM) issued by Commonwealth's Attorney-General's department. Please provide details of proposed procedures and processes tenderer proposes to safeguard this information. DPS can provide extracts from PSM if requested.

Lock Cylinder Security

16 Cylinders shall be highly pick-resistant, resistant to plug pulling and shall contain hardened drill protection plates to resist drilling. The window, standard oval, corridor oval, modified oval cylinder adapted for cupboards, Chubb changeover lock cylinders and padlocks must be unconditionally endorsed by ASIO T4 for use in Secure Area applications. The Tenderer will identify their range of cylinders that will meet this requirement.

Master Keying

17 The current system has three master key profiles. It is a requirement that, if practicable, these be amalgamated in the new locking system under one profile and that the profile provided be exclusive for the use of the Australian Parliament, with no other issue of this profile being made in the world.

18 It is strongly desirable that the profile should also be able to provide for at least a two further complete system change outs to be made in the keying structure retaining the same keying profile. If this is not able to be achieved, then Tenderers shall indicate the extent to which this requirement may be complied with. This requirement is to allow for changes of government, and loss of masters, but the retention of exclusivity of profile.

19 The system, as designed, will have the ability to provide at minimum the following:

- a) Department master keys;
- b) Services master keys;
- c) Maison keying for all 365 suites;
- d) Keyed to differ (KD) & keyed alike (KA) codes under each master key group;
and

e) All cylinders are to be grand master keyed.

20 An excel spreadsheet titled "Cylinder location information for master key development" is included in electronic format as part of the RFT documentation for the information of prospective tenderers.

21 Final keying details are to be determined at a site meeting with the selected Tenderer and the DPS Project Officer. Tenderers will provide an estimation of the time required for master key planning in response to Part 24 of the RFT.

Cylinder operation and subsequent maintenance requirements.

22 It is anticipated that the cylinders and keys will be in use for around twenty years. Tenderers will provide details of their proposed cylinders' design and how the cylinders operate. Tenderers should include any strengths of their system and what maintenance is required to keep cylinders functioning and, if any, warranties that are offered on keys or cylinders.

Cylinder finishes

23 The main cylinder finish above basement level in the building is oil rubbed bronze, while below ground and in service areas, the cylinders are satin chrome plate.

Number of keys

24 A minimum of 2 keys per cylinder will be provided unless additional keys are identified by the DPS Project Officer or identified as a result of master key development.

Identification

25 Each key shall be stamped with an identifying code. This will allow for the key and its coding to be identified along with the provision for an individual cut number per key to allow the recording of the key issue. Lock cylinders will also be stamped in an approved location. Currently Parliament House uses a three digit alpha code (i.e. SPE) to identify keys and a four digit numerical code for the cylinders.

Expansion

26 The master key system must be designed to enable further expansion and to cater for long term needs. Tenderers should indicate the number of theoretical and actual combinations that may be used under the one key profile.

Key Administration software

27 It is highly desirable that the selected Tenderer provides a database application to DPS to manage records on lock cylinders, keys and assignment of these keys to recipients. Tenderers are to provide details of the proposed application along with its source, maximum database size (fully populated),

potential annual growth, database engine behind this application and details of the local supplier and/or developer. Also, please provide the details of the organisation who will support and upgrade this application once implemented.

28 It is desirable that the application is of the off-the-shelf variety and it can be used without modification to its structure.

29 It is desirable that the application provides at least the following functions:

- (a) Add/delete/change records for doors, lock cylinders, keys, assignment (assigning lock cylinders to doors and keys to recipients), grouping of doors, keying matrix, key hierarchy, grouping of keys, grouping of lock cylinders;
- (b) Reporting component with report on assignments and status of all other data in the system file and import data in the system;
- (c) Data import function should be able to import a comma separated variable (CSV) file to the database application, for a selected number of fields;
- (d) Data export function should be able to export data from a selected number of fields in the database application to a (CSV) file;
- (e) At least four admin users with full access to add, read, write, change delete, report-on all records and ability to add, remove, change users, their passwords, , groupings, assigning doors, lock cylinders, keys, door groups, lock groups, key group to users;
- (f) At least sixteen users (normal non-admin users) with read, write, change records for the assignment of keys for the door group, lock group, key group assigned to them;
- (g) Application should be able to record at least 5000 recipients;
- (h) Users should only be allowed to view and print the reports related to their own door, lock cylinder, key groups;
- (i) Ability to update database from partial or complete master key database issued by the vendor;
- (j) Users should be able to change their password. Administrator should be able to change user's password;
- (k) Both admin and user password should age (expire) and should be able alphanumeric with minimum length of eight characters. User should not be able to re-use any password from previous five passwords;
- (l) The password information, in the application/database, should not be in clear text;
- (m) There should be a way to recover from the loss of admin password;and
- (n) The recipients should be able to be grouped by six categories (section, group, location, classification, etc).

30 It is highly desirable that the selected Tenderer provides unrestricted, unlimited, uncontrolled licence to the department for use, update, upgrade and modification of database applications provided by the Tenderer. Please provide details.

31 It is highly desirable that the selected Tenderer provides a user's guide, an administrator's guide, a database administrator's guide and installation maintenance and support manual to DPS for the database application.

32 It is highly desirable that the selected Tenderer trains DPS's internal staff (especially admin users) in the use, administration, maintenance and local support of this application.

33 It is highly desirable that the database application is a network application or network aware application which can be made available to sixteen or more users on DPS's LAN.

34 It is mandatory that the application can run on DPS's LAN environment, without any modifications to this environment. The environment is as follows:

Server

Windows server 2003 compatible –Enterprise edition

Desktop

Pentium 4 1.6GHz or better with 512Mb or more RAM and 20GB or bigger hard disk

WinXP SP1

Internet Explorer version: 6.0.2800.1106.xpsp1.020828-1920

IE Update versions: SP1; Q818529; Q328502; Q813489

Office XP is SP2

Microsoft access 2002 10.4302.6714 SP3

Database

Based on SQL server 2000 SP3A

35 It is highly desirable that the selected Tenderer makes the application along with one complete set of documentation available to DPS, at no cost, for its evaluation before DPS accepts and purchases this application. Please note that DPS reserves the right to accept the tender for the supply of lock cylinders and keys but not accept the proposed software application and associated costs.

36 It is desirable that the selected Tenderer provides the same warranty (to maintain and support this on the database application) as that applied to the lock cylinders and keys.

37 It is desirable that the selected Tenderer will maintain, support and upgrade (if and when required) this application following guidelines outlined in industry best practice IT management framework ITIL (Information Technology Infrastructure Library) over the life of this application. DPS can provide extracts from ITIL if requested.

38 It is desirable that the database application conform to the Active Directory domain security model.

Ownership

39 Ownership of the master keying database will pass to DPS at the completion of the supply of the cylinders and keys. The master key system is to be a factory-based system that is regularly backed up and supported by the manufacturer. No copies of the database shall be distributed without the permission of DPS.

Stage 2: The installation of the selected lock cylinders.

40 As a separate exercise within the overall project, DPS will conduct a tendering process to identify a suitably qualified and resourced locksmith company to attend to the installation of the selected lock cylinders. The locksmith will take responsibility for the installation tasks in accordance with an agreed schedule.

Pricing

41 Pricing shall be provided at Tender Schedule 3 for the following:

- a) Supply only of requested lock cylinder and key numbers;
- b) Database fully populated and installed on network with area segregation implemented. Tenderers will include in their proposal the costs for Computer Equipment and Performance requirements for the nominated Computer system;
- c) Costing of additional cylinders after initial supply; and
- d) Cost of repining lock cylinders.

Outputs

42 The following outputs are expected from this procurement:

- a) Planning of the master key system to be completed by 29 April 2005;
- b) Locks delivered in accordance with agreed program; and
- c) Software delivery and commissioning will be completed prior to installation of the lock cylinders.

Outcomes

43 The following outcomes are expected from this acquisition process:

- a) The Parliament House's Master Keying being streamlined to meet the requirements of the Ministers, Members, Senators, Security, Maintenance and other Parliamentary Staff ;
- b) The products supplied will meet all specifications and will comply with ASIO T4 requirements as applicable;

- c) Full adherence to the agreed supply program will be achieved;
- d) Accuracy of database supplied; and
- e) Quality workmanship on hardware supplied.

Appendix D - Tender Form and Tender Schedules

To: Department of Parliamentary Services

From: _____
 (Full Name of Tenderer) (Australian Business Number - ABN)

Re: RFT DPS05005

1. The Offer

1.1 We _____ ("**Tenderer**")
 (Name of Tenderer in block letters)

the undersigned, Tender to supply the Property (as defined in the RFT) in accordance with our response to this RFT.

1.2 If this Tender is accepted, we undertake to supply the Property in accordance with the RFT and the Contract subject to the Exceptions Table in Tender Schedule 1.

1.3 We:

- (a) agree that the offer comprised in this Tender remains open for acceptance for the Tender Validity Period (as defined in the RFT); and
- (b) acknowledge that this Tender may be accepted by the Commonwealth at any time before the expiration of the Tender Validity Period.

1.4 We:

- (a) acknowledge that only the delivery to us of the Contract (as defined in the RFT), duly executed by the Commonwealth, will constitute an acceptance of this Tender; and
- (b) waive any right to claim acceptance of this Tender arising out of any action of the Commonwealth other than as specified in paragraph 1.4(a).

1.5 We understand that the Commonwealth is not bound to accept the highest ranked, the lowest priced, or any, Tender it may receive.

1.6 We warrant that, in preparing our Tender, we did not:

- (a) have any arrangement or arrive at any understanding with:
 - (i) any other Tenderer;
 - (ii) any employee of an association of which we, or any other Tenderer, is a member; or
 - (iii) except in accordance with, or as authorised by, the RFT, any officer, employee, consultant or other adviser of the Commonwealth;

- (b) engage in any:
 - (i) discussion or correspondence with any other Tenderer concerning the amount of our Tender; or
 - (ii) collusive tendering with any other Tenderer; or
- (c) do any other thing;

which might, in any way, reduce the competitiveness of the tender process for the supply of the Property.

1.7 We repeat each warranty and representation made by us under the Tender Conditions for the RFT and our response to the RFT.

1.8 We expressly acknowledge that:

- (a) the Commonwealth will not be liable for any information provided to us (whether by the Commonwealth or any person on its behalf) in relation to this Tender, or for any errors in, or omissions from, that information; and
- (b) information that was furnished to us, was done so purely for the convenience of Tenderers and will not limit any of our obligations under this Tender or any subsequent contract arising out of this Tender.

1.9 We further acknowledge that the Commonwealth does not give any warranty as to the accuracy or completeness of the information referred to in paragraph 1.8, nor that the information provided is adequate for the purposes of entering into the Contract, and that we make this offer based on our own investigations and determination.

1.10 We acknowledge that each party constituting the Tenderer is bound jointly and severally by this Tender.

2. Compliance

Other than as specified in the Exceptions Table (Tender Schedule 1), we confirm that we comply with all Tender Conditions of the RFT and the terms and conditions of the Draft Contract comprising Appendix E to the RFT.

3. Annexures

This Tender Form includes the following:

- (a) completed Tender Schedules 1-5;
- (b) an annexure containing our response to Tenderers' Requirements as specified in Section 3 of the RFT and any other information submitted by us in accordance with the RFT; and
- (c) an annexure containing our response to Tenderers' Conditions for Participation as specified in Appendix H of the RFT.

4. Addenda

Our Tender allows for the following Addenda (as identified by number and date):

5. Agreement

We will execute 2 copies of the Contract, subject to the Exceptions Table in Tender Schedule 1, if, and when, required by the Commonwealth.

6. Tenderer's DETAILS

Postal address: _____

Address for delivery of notices:

(not a Post Office box) _____

Telephone number: _____

Fax number: _____

E-mail address: _____

Endorsed Supplier Number (if applicable): _____

Dated this _____ day of _____ 20__

Signed _____
(Signature of Tenderer or person signing on behalf of the Tenderer)

(Name of signatory)

If the Tenderer is a corporation, government body or other collective organisation, the person signing the Tender must complete and sign below:-

I _____
(insert full name of signatory)

warrant that I hold the position of _____

of the Tenderer and I am duly authorised to sign this Tender for and on behalf of the Tenderer:

Signed _____
(Signature of person signing on behalf of Tenderer)

Tender Schedule 1 - Exceptions Table

Tenderers are referred to clause 19.2 of the RFT and must complete this Exceptions Table if they are unable or unwilling to comply with any of the Tender Conditions or the terms and conditions of the Draft Contract.

To complete this Exceptions Table, Tenderers should:

- (a) in column 1 (Clause), clearly identify the relevant clause or other provision in the RFT or the Draft Contract with which they are unable or unwilling to comply;
- (b) in column 2 (Level of Exception), specify the non-compliance by using the symbols:
 - (i) PC - meaning "partially complies"; or
 - (ii) DNC - meaning "does not comply";
- (c) in column 3 (Reason), clearly specify the reason for the non-compliance (including partial non-compliance) together with the wording of any suggested alternative.

If a Tenderer states that it "partially complies" but:

- (d) does not provide details of the non-compliance; or
- (e) uses imprecise or uncertain words to describe its level of compliance (eg "the Tenderer wishes to negotiate" or "the Tenderer cannot assess its level of compliance until further information is received"); or
- (f) otherwise, does not clearly specify the extent to which it does not comply;

then DPS will assume that the Tenderer "does not comply" and will assess its Tender accordingly.

The Tenderer acknowledges that:

- (g) other than as specified in this Exceptions Table, it complies with all Tender Conditions and the terms and conditions of the Draft Contract; and
- (h) any non-compliance (including partial non-compliance) may lead to an unfavourable evaluation of its Tender.

Exceptions Table

Clause	Level of Exception	Reason (including wording of suggested alternative)

Dated this _____ day of _____ 20__

Signed _____
(Signature of Tenderer or person signing on behalf of the Tenderer)

(Name of signatory)

Tender Schedule 2 - Insurances

Tenderers are referred to clause 20.2 of the RFT and Part 8 of the Contract

This Schedule outlines the Tenderer's details of the workers compensation, public liability and products liability insurance cover that the Tenderer proposes to have in place and maintain, during the term of the Contract, if it is selected as the Contractor.

1. Workers Compensation Insurance

- (a) Name of Insurer: _____
- (b) Policy Number: _____
- (c) Renewal Date: _____

2. Public Liability Insurance

- (a) Name of Insurer: _____
- (b) Amount of Cover: _____
- (c) Policy Number: _____
- (d) Renewal Date: _____

3. Products Liability Insurance

- (a) Name of Insurer: _____
- (b) Amount of Cover: _____
- (c) Policy Number: _____
- (d) Renewal Date: _____

Tenderers should detail any other insurances they are covered by.

In compliance with clause 20.2(b) of the RFT, by completing this form and submitting a Tender, the Tenderer confirms that it will comply with its obligations under Part 8 of the Contract.

Dated this _____ day of _____ 20____

Signed _____
(Signature of Tenderer or person signing on behalf of the Tenderer)

(Name of signatory)

Tender Schedule 3 - Pricing Schedule

(see Part 23)

(All prices shall be GST exclusive)

Description (Include make or model description to be supplied)	QTY	GST Exclusive Cost \$
1.Window	1650	
2.Standard oval shaped	3550	
3.Corridor oval shaped	1250	
4.Chubb changeover	300	
5.Padlocks	120	
6.Modified oval cupboard	900	
7.Cupboard	700	
8.Nightlatch	60	
Key administration software and maintenance		

Total cost for master keyed locks cylinders	
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Tender Schedule 3 - Pricing Schedule (Continued)

Locks for one off requirements (Include make or model description to be supplied)	QTY	GST Exclusive Cost \$
1.Window	1	
2.Standard oval shaped	1	
3.Corridor oval shaped	1	
4.Chubb changeover	1	
5.Padlocks	1	
6.Modified oval cupboard	1	
7.Cupboard	1	
8.Nightlatch	1	
Cost of repining individual lock cylinders		

Dated this _____ day of _____ 20__

Signed _____
(Signature of Tenderer or person signing on behalf of the Tenderer)

(Name of signatory)

Tender Schedule 4 - Intellectual Property Schedule

(see Part 26)

Dated this _____ day of _____ 20____

Signed _____
(Signature of Tenderer or person signing on behalf of the Tenderer)

(Name of signatory)

Tender Schedule 5 – Financial Viability

(see clause 20.1)

Dated this _____ day of _____ 20____

Signed _____
(*Signature of Tenderer or person signing on behalf of the Tenderer*)

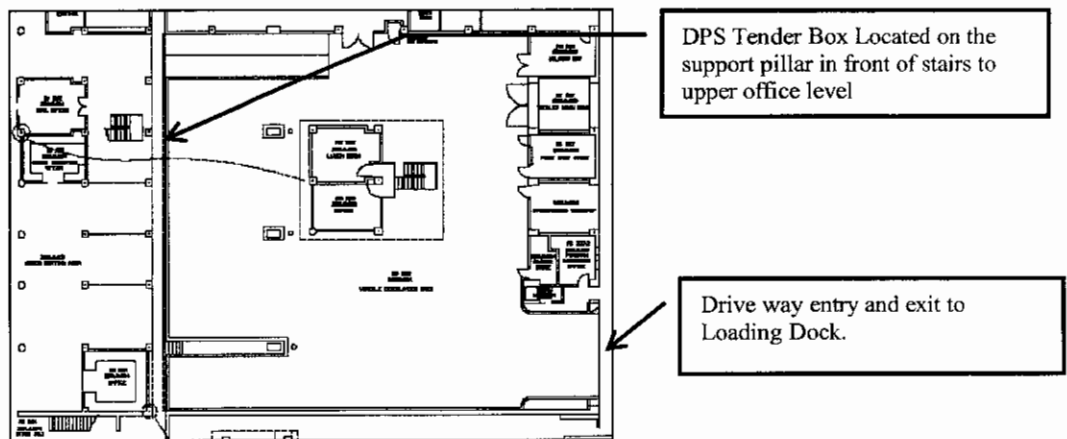
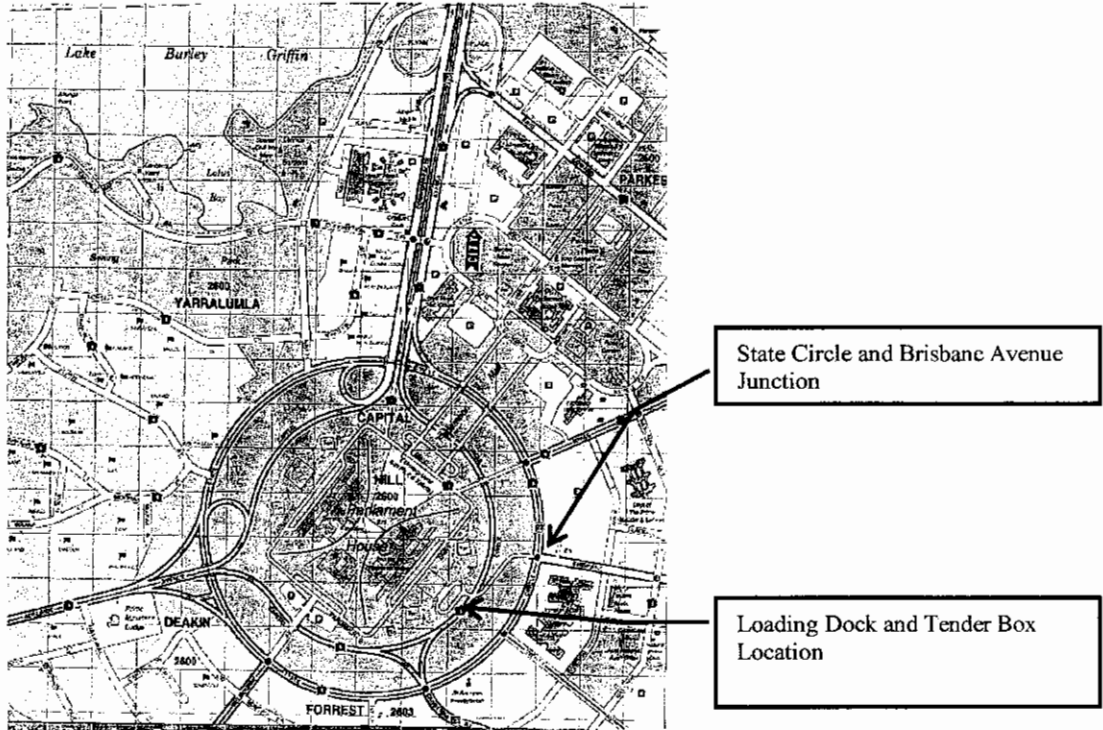
(*Name of signatory*)

Appendix E - Draft Contract

Provided under separate cover.

Appendix F - Tender Box Location

The location of the Department of Parliamentary Services Tender Box is in the Parliament House Loading Dock. Entry to the Loading Dock road is opposite the top of Brisbane Avenue at the traffic light junction of State Circle and Brisbane Avenue. Road signage indicates 'Authorised Access Only' and as a Tenderer, you are authorised to approach the Loading Dock.



Appendix G - Not used

Appendix H - Conditions for Participation

1. Financial viability

Each Tenderer must demonstrate that it has the financial capacity to supply the Property and perform all the obligations of the Contractor under the Contract (see clause 20.1; Appendix D - Tender Schedule 5).

2. Appendix D – Tender Form and Tender Schedules

Tenderers are required to complete and sign Appendix D [Tender Form and Tender Schedules], which consists of:

- (a) Tender Form;
- (b) Tender Schedule 1 – Exceptions Table;
- (c) Tender Schedule 2 – Insurances;
- (d) Tender Schedule 3 – Pricing Schedule;
- (e) Tender Schedule 4 – Intellectual Property Schedule; and
- (f) Tender Schedule 5 – Financial Viability.

3. Endorsement of cylinders

The nominated product for window, standard oval, corridor oval, chubb changeover lock cylinders and padlocks must be endorsed by ASIO T4, and listed for use in secured areas in the Security Equipment Catalogue (SEC).

4. Attendance at mandatory briefing and site inspection

Persons interested in submitting a Tender for this requirement must attend a mandatory briefing and site inspection. Details relating to the mandatory briefing and site inspection are specified in the Tender Particulars.