



# **REQUEST FOR TENDER**

For

## **PROVISION OF BANKING SERVICES**

For

## **NORTHERN LAND COUNCIL**

**CONTRACT NO:**

**COUNCIL'S CONTACT OFFICER:**

**TELEPHONE:**

**FACSIMILE:**

**2009-001**

**STEVEN SHEPHERD**

**08 89205130**

**08 89457946**

**TENDER CLOSING INFORMATION:**

**TIME: 2PM**

**DATE: 02 February 2010**

**LOCATION: Reception, Ground Floor, 45 Mitchell St – Postal address: GPO  
Box 1222 Darwin NT 0801**

Document Date: 10 November 2009

These Tender Documents and Specification comprise the following sections:

<b><u>SECTION</u></b>	<b><u>SUBJECT</u></b>
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<b>2.00</b>	<b>SCOPE OF WORKS</b>
<b>3.00</b>	<b>CONDITIONS OF ENGAGEMENT</b>
<b>4.00</b>	<b>TENDER DOCUMENTS</b>

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**SECTION 1.00**  
**CONDITIONS OF TENDERING**

<b><u>SECTION</u></b>	<b><u>SUBJECT</u></b>
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1.2	NATURE OF CONTRACT
1.3	PERIOD OF CONTRACT
1.4	TENDER DOCUMENTS
1.5	TENDER ENQUIRIES
1.6	CANVASS OF LORD MAYOR AND ALDERMEN
1.7	PROBITY OF TENDER PROCESS
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1.10	LODGEMENT OF TENDERS
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1.18	ACCEPTANCE OF TENDERS
1.19	REGISTRATION FOR GST / ABN
1.20	ASSESSMENT CRITERIA
1.21	INTERPRETATION OF TERMS

**1 CONDITIONS OF TENDERING**

**1.1 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.

**1.2 NATURE OF CONTRACT**

The nature of the work is to provide Banking services to the Northern Land Council. The contract shall be a Schedule of Rates contract and shall not be subject to adjustment for rise and fall in costs during the initial one year period. The Tenderer shall complete each Schedule and lodge same with the tender. All tendered prices are to be inclusive of GST.

**1.3 PERIOD OF CONTRACT**

The contract shall be for a period of three (3) years. The commencement date shall be 01 April 2010.

**1.4 TENDER DOCUMENTS**

The Tender Documents shall be these Conditions of Tendering, Scope of Works, Conditions of Engagement, Schedule of Rates, and other documents as are issued by the Superintendent for the purpose of tendering.

No explanation or amendment to the Tender Documents shall be recognised unless in the form of a written addendum thereto issued by the Northern Land Council.

**1.5 TENDER ENQUIRIES**

Any enquiries relating to this Contract should be referred to the Contract Administrator on telephone (08) 89205130.

**1.6 CANVASS OF ELECTED NORTHERN LAND COUNCIL AND STAFF**

Any Tenderer canvassing the elected Northern Land Council or staff with respect to the preparation, lodgement 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 officer 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 time of tendering, all Tenderers must submit evidence to satisfy the Superintendent of their ability to undertake the work successfully and to establish that they have 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 set forth the full Christian 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.

The Tenderer shall sign the tender or if the tender 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 above, shall be completed in full by the Tenderer.

The Tender shall be for the whole of the Works unless otherwise stated in the Tender Documents.

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

## **1.10 LODGEMENT OF TENDERS**

Late tenders will not be accepted. All tenders for this Contract must be enclosed and sealed in an envelope stating the Contract Number and Name and shall be lodged in Reception, 45 Mitchell St, Darwin, by the date and time given. Tenders posted through the mail must be received so that they can be lodged in Reception before the closing of the receipt of Tenders.

## **1.11 CLOSING OF TENDER BOX**

The receipt of tenders shall be closed at 2.00pm local time on the advertised date of closing.

**1.12 FACSIMILE TENDERS**

Facsimile Tenders shall be admitted subject to receipt at 45 Mitchell St, Darwin, in time for lodgement prior to the closing of tender receipt. Tenders not conforming with this requirement shall be regarded as invalid Tenders.

The original tender submission must be transmitted to the Northern Land Council within three working days of the tender closing date.

**1.13 OPENING OF TENDERS**

Tenders received will be opened at the office of the Northern Land Council at 45 Mitchell St, Darwin at 2.00pm on the specified date, or at a time suitable to the Northern Land Council.

**1.14 INFORMAL TENDERS**

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

**1.15 TENDER VALIDITY PERIOD**

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

**1.16 DISCREPANCIES, ERRORS AND OMISSIONS IN TENDER DOCUMENTS**

Should the Tenderer find any discrepancy, error or omission in the tender documents he shall notify the Superintendent in writing thereof on or before the closing date for the tenders.

**1.17 QUALITY SYSTEMS**

The Northern Land Council recognises the benefits in dealing with Banks 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.

**1.18 ACCEPTANCE OF TENDERS**

Unnecessarily elaborate submissions are not desired or required.

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.

A Tender shall not be deemed to have been accepted unless and until notice in writing of such acceptance is handed to the Tenderer or is sent by prepaid post to or is left at the address stated in the Tender Form for the service of notice.

On acceptance of his tender, the Tenderer shall comply with Section 3.2 Formal Instrument of Agreement of the Conditions of Engagement.

Unless and until a Formal Instrument of Agreement is executed in accordance with Section 3.2 of the Conditions of Engagement the Tender Documents together with the notice in writing of acceptance of the Tender shall constitute the Contract between the Principal and the successful Tenderer.

#### 1.19 REGISTRATION FOR GST/ABN

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

#### 1.20 ASSESSMENT CRITERIA

The tenders will be assessed based on, but not limited to, the following criteria:

- (a) the best value for money, accounting for both price and non price factors, and the need to ensure benefits are commensurate with costs;
- (b) Overall cost of the banking package for the contract period;
- (c) Demonstrated capacity to implement and deliver the products and services sought;
- (d) Relevance, nature and scope of other products and services offered;
- (e) Functionality, reliability and technical features of the services offered;
- (f) Access to and convenience of location of branch services; and
- (g) Existing client satisfaction and record of performance in delivering the services specified .
- (h) Conformity of Form of Tender documents.
- (i) Provision of services to review business proposals.
- (j) Demonstrated value added banking services.

#### 1.21 INTERPRETATION OF TERMS

‘**Bank**’ means:

- (a) a person who carries on the business of banking, either in Australia or outside Australia ; or
- (b) any other institution:
  - (i) that carries on a business in Australia that consists of or includes taking money on deposit; and
  - (ii) the operations of which are subject to prudential supervision or regulation under a law of the Commonwealth, a State or a Territory.

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

‘**Person**’ means a natural person, or a corporation, partnership, joint venture,

incorporated association, government, 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 Rates'** 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 Principal'** means the Northern Land Council; the address of the Principal for the service of notices is Chief Executive Officer, Northern Land Council, GPO Box 1222, Darwin, NT 0801.

**'the Superintendent'** means the Northern Land Council General Manager Corporate Compliance.

**'the Specification'** means the detailed description of works, workmanship and materials to be carried out under this Contract. It includes the description of items set out in the Schedule of Rates or the Purchase Order specifying the works.

**'Unit Price'** means the price per unit of the Goods stated in the Schedule of Prices or Purchase Order.

**SECTION 2.00**

**SCOPE OF WORKS**

**SECTION**

**SUBJECT**

2.1	SCOPE OF WORKS
2.2	CONTENT OF SUBMISSION IN SUPPORT OF TENDER
2.3	INFORMATION IN SUPPORT OF TENDER
2.4	OUTLINE OF CURRENT SITUATION AT NORTHERN LAND COUNCIL

## **2** **SCOPE OF WORKS**

### **2.1** **SCOPE OF WORKS**

Through this tender, Northern Land Council seeks:

- A reduction in the cost of transactional banking processes through the minimisation of fees, charges and government taxes.
- Reliable and efficient service with clearly documented and measurable performance criteria.
- A mutually, pro-active and beneficial relationship with the selected service provider.
- Services to review business proposals offered to traditional owners.
- Value added banking services.

Interested Banks must demonstrate the ability to provide a full range of banking services for a Land Council that incorporates:

- (a) Relationship management;
- (b) Transaction accounts and appropriate account structures including a balance offset and overdraft facility, and a linked cash management account;
- (c) Corporate Cards including reporting capabilities for usage management and transaction reconciliation;
- (d) Direct Debit;
- (e) BPAY;
- (f) EFTPOS;
- (g) Credit card merchant services;
- (h) Mail remittances;
- (i) Over the counter payments;
- (j) Branch banking, including listing branches located within the Northern Land Council region or affiliated banking service providers;
- (k) Electronic banking systems; and
- (l) Any additional services that may benefit the Northern Land Council or its employees.

## 2.2 CONTENT OF SUBMISSION IN SUPPORT OF TENDER

Upon making an application, the interested Banks must supply detail of:

- (a) services offered to meet the scope of works outlined in Section 2.1 above;
- (b) a fee proposal for the provision of each of those services that sets out:
  - i. establishment fees,
  - ii. merchant service fees,
  - iii. transaction fees,
  - iv. other charges as applicable, and
  - v. the period for which the prices will be set and the timing and method of the review of fees and charges.
- (c) details of interest rates to be paid or charged, the benchmark to be used and details on the calculation and payment of interest;
- (d) technical specifications of the electronic banking service offered (including Internet banking), cut off times for electronic payments processing, batch limits and emergency or urgent payment procedures, and
- (e) any other procedural information.

Unless otherwise stipulated the engagement will initially be for a three (3) year period. It is anticipated that calls for tenders for ensuing periods of engagement will occur approximately six (6) months prior to the expiration of the current period of engagement.

## 2.3 INFORMATION IN SUPPORT OF TENDER

Banks will be required to submit the following information with their tenders:

- (a) confirmation that the Bank holds current ADI status and its current credit rating;
- (b) name of Bank offering to provide the services;
- (c) street, postal and email address, telephone and facsimile numbers;
- (d) details of staff or employees proposed to have overall responsibility and management for provision of services, including:
  - full name;
  - qualifications, if applicable;
  - length of time employed with Bank; if applicable;
  - details of experience in handling scope of work in question;
  - any other relevant experience.
- (e) details of professional indemnity, minimum of which to be \$20million per claim, and public liability insurance carried including the name of the company providing the insurance, the amounts of cover, policy numbers

and expiry dates.

- (f) any other details considered relevant in particular factors addressing the selection criteria, which may assist in assessment of the tender.
- (g) a structured implementation plan;
- (h) acknowledgment that the tender prices quoted are inclusive of GST.
- (i) details of the Bank's quality management plan / procedures to include:
  - response service standards for requests for advice (i.e. timeframe to return phone calls and answer correspondence and how urgent matters will be dealt with); and
  - details of after hour's contacts and availability in urgent situations.
- (j) details of any value added electronic services provided by the Bank.
- (k) details of at least three existing clients who are able to be contacted in regards to the services offered by the Bank as part of this tender.

## **2.4 OUTLINE OF CURRENT SITUATION AT NORTHERN LAND COUNCIL**

### **2.4.1 Council Background**

The Northern Land Council is an independent statutory authority of the Commonwealth and is the largest Land Council in the Northern Territory. Operating under the Aboriginal Land Rights (Northern Territory) Act and the Native Title Act. The Northern Land Councils vision "A Territory in which the land rights of every traditional owner are legally recognised and in which Aboriginal people benefit economically, socially and culturally from the secure possession of their lands and seas".

The Northern Land Council is responsible for assisting Aboriginal people to acquire and manage their traditional lands and seas. Since the enactment of the ALRA, 44% of the land in the Northern Territory has become Aboriginal land and the Land Councils have developed as important bodies through which Aboriginal people make their voices heard on the issues which impact upon their land, seas and communities.

Our key constituents are the traditional owners and residents of our region. Approximately 30,000 Aboriginal people live within the Northern Land Council region. While many live in the major towns, there are almost 200 communities ranging in size from small family outstations to settlements of up to 3,000 people. Most of these communities are remote locations.

The majority of Aboriginal people living in our region speak and Aboriginal language as their first language. Traditional Aboriginal law is practiced in many communities within our region.

A large proportion of the remaining landmass is subject to native title interests. Approximately 85 per cent of the Northern Territory coastline is Aboriginal Land.

Many major resource developments in the Northern Territory are taking place on Aboriginal Land, land subject to native title rights and interests, or land and

waters over which Aboriginal people assert interests. These developments include mining exploration and projects, the constructions of railways, gas pipelines, army training areas, national parks, and pastoral activities. The challenge for the Northern Land Council is to ensure that social, economic and cultural benefits flow to Aboriginal people from these developments. Aboriginal people are increasingly looking to participate in planning and development activities while at the same time seeking to protect their values and culture.

The full Northern Land Council is made up of 83 Members, one of whom is the Chairman, including five coopted members, and all are nominated by the people. Nominations are held every four years. Regional Councils consist of East Arnhem, West Arnhem, Borroloola, Barkley, Victoria River Daly, Katherine, Ngukurr and Darwin, Daly, Waggait.

The Council is a major employer in the Northern Territory, employing some 200 staff. It operates from 45 Mitchell St, Darwin. The Northern Land Council has eight Regional Offices. The seven Branches are Secretariat, Corporate Services, Legal, Mining and Major Projects, Land and Sea Management, Anthropology, and Regional Development (Note: The Northern Land Council is currently considering an organisational review).

Council has a total expenditure budget of \$28 million and an income budget of \$28 million per year. Whilst the expenditure can be uniform over the year, much of Council's revenue relates to the Aboriginal Benefits Account and Native Title Funding which generally comes in four large instalments in September, November, January and March. Additionally funding associated with Royalty distribution is also received and distributed throughout the financial year. Based on current estimates, additional funds may exceed \$40 million in future years.

Council uses a fully integrated accounting system specialised for the Land Council called ACCPAC. All accounts payable, payroll, receipting and receivable transactions are processed in that system. It interfaces with our current banking software using commas separated values files for electronic payments, direct debits, payroll and reconciliation transactions.

#### 2.4.2 **Current Account Structure**

Northern Land Council's transaction banking is currently provided by Westpac and Council operates four bank accounts as follows:

- (a) Northern Land Council General Account, which is the main bank account for all of Council's regular operations. This account is non-interest bearing;
- (b) A Cash Management Account which is for surplus funds not invested in term deposits or required for payments. This account is interest bearing and Council seeks to maximise interest earned on this account;
- (c) A Trust Account, which is for security deposits and other monies held on trust for various reasons. This account is non-interest bearing;
- (d) Royalty accounts for the purpose of receiving and distributing royalty money (Estimated to be in excess of \$40 million in future years).

The Northern Land Council utilises a number of term investments as well as a

cash management account to maximise the interest earnings on its available funds. Transfers to and from the investment accounts to the General Account are made on a daily basis depending on the cash requirement for that day. Apart from a cash management facility, investments are not part of this tender request.

An overdraft limit of \$500,000 will be required to meet occasional shortfalls in cash flow. An Intra-day limit of \$500,000 will be required to cover mismatches in funds flows throughout the day.

The approximate average credit balances across all accounts over the last financial year were as follows:

ACCOUNT	CREDIT BALANCE AS AT 31 OCTOBER 2009
<i>Northern Land Council General Account</i>	\$231,394
<i>General Cash Management Account</i>	\$3,985,000
<i>Northern Land Council Trust Account</i>	\$996,857
<i>Royalty Accounts</i>	\$18,510,963

**2.4.3 Accounts Payable**

The Northern Land Council currently has between one and two payment runs per week. Payments are made by electronic funds transfer as well as by cheque. Remittance advices are emailed or faxed to suppliers following the payment processing. Both types of payments may be made from either the General. Cheque payments are also made from time to time.

The Northern Land Council's accounting system generates a batch payment file which is uploaded into the Banking Software for processing and payment. There may be a number of batches in each payment run depending on the number and type of payments being processed.

Cheque payments are made by printing onto pre-printed cheque stationery and then manually signing or stamping the cheque with the approved signatories. The Northern Land Council is currently investigating ways of printing the signature onto the cheques as they are processed. The number of cheques issued have been declining in recent years and Council is seeking to reduce the number of cheques used and pay as many creditors by EFT as possible.

**2.4.4 Payroll**

Council employs around 200 people and the pay runs are fortnightly. All Council employees are paid by electronic funds transfer which, depending on the cycle, is approximately \$958,000.

Tax, Superannuation and other deductions are paid by electronic funds transfer or cheque through the accounts payable system. All payments are made from the general account.

**2.4.5 Corporate Cards**

Council currently has five Westpac MasterCard corporate cards with a combined limit of \$145,000. Transactions on these cards relate to minor operational purchases and travel and accommodation costs. Card balances are reconciled manually in house and cleared automatically by a transfer from the general account at the end of each month.

The Northern Land Council may wish to move towards a wider use of corporate purchasing cards in the future as a means of creating efficiencies in the procurement process. This wider distribution of cards will result in an increased volume of transactions and a greater need for a simple and robust method of reporting and reconciling card transactions and usage.

#### 2.4.6 **Accounts Receivable**

Accounts receivable for Council consist of the following payment types:

- Sundry Debtors,
- Permits, and
- Grant moneys.

The Northern Land Council has a strategy of favouring electronic or remote means of making payments to provide its customers with the ability to make payments at locations and times that suit their particular circumstances.

#### 2.4.7 **Direct Debit**

The Northern Land Council currently provides direct debit payments for rates only. Ratepayers may pay out of their eligible transaction accounts (cheque/savings) on either an annual, instalment or monthly basis. Credit card payments by direct debit are not currently accepted.

A data file is created within Council's accounting software (ACCPAC) and uploaded to our bank via the banks' propriety software. Currently the Northern Land Council uses Westpac's internet product.

#### 2.4.8 **BPAY**

The Northern Land Council requires the provision of payment via BPAY - credit card as well as savings/cheque account debit. Council also requires the ability to provide on line validation of credit card payments, check digit routines and integration with existing systems.

#### 2.4.9 **Credit Cards Merchant Services**

Council currently accepts MasterCard and Visa cards for payment.

Over the counter and MOTO transactions (per customer telephone calls to the Mitchell St Office or mail authorisations) are processed via EFTPOS terminals at the Mitchell St Office, which provide real time processing.

#### 2.4.10 **Mail Remittances**

Mail receipts are processed "in house". These consist of cheque, money order and credit card payments.

#### 2.4.11 **Branch Banking**

The Northern Land Council currently deposits on a daily when. The deposit, consisting of cash, cheques and postal money orders is secured with a

completed deposit slip in a secure satchel, which is delivered to the bank each morning.

Deposits are also made by staff from the Mitchell St Office.

Cheque encashment is required on an ad-hoc basis to replenish petty cash supplies or provide limited amounts of foreign currency for overseas trips.

**2.4.12 Electronic Banking Systems**

The Northern Land Council currently utilises Westpac's DeskBank electronic banking system to make electronic payments, process direct debits and to receive daily statement information for reconciliation purposes.

There are currently approximately ten users of which four have batch preparation and processing access and six have batch authorisation access. Of those six, four also have administration rights. Both the authorisation of batches and any administration changes require two officers to co-sign. It is expected that the number of users will remain the same.

The banking system used is an internet application. Our specifications are listed in the tables below.

<b>DESKTOP SPECIFICATIONS</b>	
<b>CPU</b>	Pentium 4 3.0 GHz
<b>RAM</b>	1 GB
<b>Operating System</b>	Windows XP SP2
<b>Internet Browser</b>	Internet Explorer 6 SP2
<b>Office Suite</b>	Office 2003 SP2
<b>Java</b>	Sun Java 1.5.06

<b>BANKING SOFTWARE REQUIREMENTS</b>	
<b>Security</b>	SSL 128 bit or higher/Certificate
<b>Online Merchant</b>	Secure Pay
<b>Import File Type Support</b>	Comma Separated Values
<b>Internet based Client</b>	No Dial-Up

**2.4.13 Account Signatories**

The Northern Land Council currently has eight authorised signatories on the bank accounts, with any two signatures required to authorise any cheques or account changes. There is an additional officer authorised for banking internet transactions.

The Northern Land Council also has two officers who are authorised to only operate the daily transfers between the general fund and cash management account. This is done either by telephone or internet transfer depending on the account type.

The Northern Land Council seeks to maintain the two levels of authorisation as it is working very effectively at present.

2.4.14 **Indicative Transaction Volumes– Year to 30 June 2009**

Figures supplied below are representative of current volumes and transaction levels. Where exact figures are not known or were unable to be identified, calculations were made based on such information available.

<b>Accounts</b>		<b>October 2009</b>
	Average Credit Balance (All Accounts Monthly)	\$500,00
	Number of Accounts	5

<b>Account Transactions Domestic</b>		<b>October 2009</b>
<b>Payments</b>		
	Cheques Issued	113
	Frequency of Cheque Payments	Weekly
	Electronic Debit - EFT's Paid	1,624
	Frequency of EFT Payments	Daily
<b>Deposits</b>		
	Approximate Number of Deposits Effected	2
	Frequency of Deposits	Weekly
	Approximate Cheques Deposited	15
	Cash Deposits Average Value	5,000
	Electronic Debits - EFT's Received Biller Initiated	30
<b>Other</b>		
	Cheques Cashed	10
	Stop Cheque Payment	1
	Inward Dishonour Cheque	0
	Inward Dishonour Direct Entry	0
	Bank Cheques	0
<b>Account Transactions International</b>		<b>Per Annum</b>
<b>Payments</b>		
	Outgoing International Money Transfers	Not Applicable

<b>Payables Management</b>		
		<b>Monthly</b>
<b>Procurement Cards</b>		
	Number of Cards	7
	Annual Spend	\$2,000

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**SECTION 3.00**

**CONDITIONS OF ENGAGEMENT**

**SECTION**

**SUBJECT**

3.1	METHOD OF ENGAGEMENT
3.2	FORMAL INSTRUMENT OF AGREEMENT
3.3	ENGAGEMENT TERMS
3.4	CONFLICT OF INTEREST
3.5	REPORTING REQUIREMENTS
3.6	CONFIDENTIALITY
3.7	DISPUTES
3.7	TERMINATION OF CONTRACT
3.8	GENERAL MATTERS
3.9	PAYMENT
3.10	GST AND OTHER EXPENSES TO BE INCLUDED IN RATES
3.11	INFORMATION PRIVACY ACT

### **3. CONDITIONS OF ENGAGEMENT**

#### **3.1 METHOD OF ENGAGEMENT**

The Bank that is selected to provide services will be advised in writing by the General Manager Corporate Compliance. The selected Bank may be required to execute an agreement setting out the terms and conditions of engagement.

#### **3.2 FORMAL INSTRUMENT OF AGREEMENT**

Until the Formal Instrument of Agreement is executed by both parties, the agreement in writing between the Bank and the Principal for the services required shall constitute the contract between them.

The Bank shall execute and return both copies of the Formal Instrument of Agreement within 14 days of receipt of written request by the Principal.

If the Bank fails to execute the Formal Instrument of Agreement within the period specified, the Principal shall be entitled to treat such a failure as a default of the contract

#### **3.3 ENGAGEMENT TERMS**

By tendering for the provision of services the bank guarantees that it has:

- (a) the expertise to fulfil the scope of work criteria;
- (b) the ability to maintain confidentiality;
- (c) the ability to avoid potential conflicts of interest;

Notwithstanding the engagement of the Bank, the General Manager Corporate Compliance on behalf of the Council reserves the right to: obtain from any source, services which the Bank may already have been engaged to provide.

#### **3.4 CONFLICT OF INTEREST**

The Bank warrants that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the Bank undertakes to notify Council immediately in writing of that conflict or risk.

#### **3.5 REPORTING REQUIREMENTS**

As a minimum, the Bank shall provide bank statements for each account setting out the transactions for the period including any fees or charges and interest charged or paid. The statements shall be for intervals of not greater than one month and should also be available for electronic download.

#### **3.6 CONFIDENTIALITY**

The Bank shall not disclose or make public any information or material acquired or produced in connection with or by the performance of banking services without prior approval in writing of Council.

### 3.7 DISPUTES

3.7.1 All disputes or differences arising out of the Contract or concerning the performance or the non-performance by either party of his obligations under the Contract whether raised before or after the execution of the service under the Contract shall be decided as follows:

- (a) The Bank shall, not later than 14 days after the dispute or difference arises, submit the matter at issue in writing, specifying with detailed particulars the matter at issue, to the Superintendent for decision and the Superintendent shall, as soon as practicable thereafter, give his decision to the Bank.
- (b) If the Bank is dissatisfied with the decision given by the Superintendent, he may, not later than 14 days after the decision of the Superintendent is given to him, submit the matter at issue in writing, specifying with detailed particulars the matter at issue, to the Principal for decision and the Principal shall, as soon as practicable thereafter, give his decision to the Bank in writing.

If the Bank is dissatisfied with the decision given by the Principal pursuant to the last preceding paragraph, he may, not later than 28 days after the decision of the Principal is given to him, give notice in writing to the Principal requiring that the matter at issue be referred to arbitration and specifying with detailed particulars the matters at issue that shall be determined by arbitration. If, however, the Bank does not, within the said period of 28 days, give such a notice to the Principal requiring that the matter at issue be referred to arbitration, the last preceding paragraph shall not be subject to arbitration.

Where a notice is given by the Bank to the Principal pursuant to the last preceding paragraph requiring that the matter at issue be referred to arbitration no proceedings in respect of that matter at issue shall be instituted by either the Principal or the Bank in any court unless and until the arbitrator has made his award in respect of that matter at issue.

3.7.2 Arbitration shall be effected:

- (a) by an arbitrator agreed upon in writing by the parties within 28 days after the said notice is received by the Principal; or
- (b) in the absence of that agreement, by one of at least three persons, none of whom shall be an employee of the Principal or of the Bank or have had any association with the work under the Contract, whose names are submitted in writing by the Principal for selection by the Bank within a further period of 28 days after expiry of the last mentioned period, being the person whose selection as arbitrator is notified in writing by the Bank to the Principal within 28 days after the names are so submitted; or
- (c) in the absence of that selection, by an arbitrator appointed in accordance with the provisions of the laws relating to arbitration in force in the State or Territory.

A reference to arbitration under this clause shall be deemed to be a reference to arbitration within the meaning of the laws relating to arbitration in force in the State or Territory named in the Annexure hereto and the arbitration proceedings shall be conducted in that State or Territory. The arbitrator shall have all the powers conferred by those laws and it shall be competent for him to enter upon the reference without any further or more formal submission than is contained in this clause.

Moneys that are or become due and payable by the Principal in respect of the service carried out under the Contract shall not be withheld because of arbitration proceedings but the Principal may, at his discretion and pending the award of the arbitrator withhold payment of moneys in respect of any matter that is the subject of arbitration proceedings.

### **3.8 TERMINATION OF CONTRACT**

The Northern Land Council may terminate this engagement by three months' notice in writing to the Bank at any time.

The Northern Land Council may terminate this engagement by 24 hours notice in writing to the Bank if any member or employee of the Bank engaged in providing the banking services at any time:

- (a) Knowingly commits any serious or persistent breach of the terms or conditions of this engagement;
- (b) Is, in the opinion of the Northern Land Council, guilty of any misconduct, misbehaviour, incompetence, negligence, carelessness or gross inefficiency in the discharge of his/her duties under this engagement;
- (c) becomes bankrupt or makes any arrangement or composition with his/her creditors;
- (d) becomes of unsound mind; or
- (e) is convicted of any criminal offence other than an offence which in the opinion of the Council does not affect the provision of the banking services.

The Northern Land Council may also terminate this engagement by 24 hours' notice in writing to the Bank if the Bank at any time:

- (a) ceases to hold ADI status;
- (b) being a company, has an application or order made, or a resolution passed for its deregistration or winding up, goes into liquidation, stops payment of its debts or is unable to pay its debts within the meaning of the Corporations Law, is placed under official management, or has a receiver, manager or inspector appointed over any of its assets;
- (c) is, in the opinion of the Council, unable or unwilling, for any reason, to undertake the provision of the banking services in a manner entirely satisfactory to the Northern Land Council.

### 3.9 GENERAL MATTERS

The contract shall not be varied in any way other than by agreement in writing signed on behalf of the Northern Land Council and the Bank wherein the provisions of this contract are specifically stated to be varied.

Notwithstanding anything else to the contrary, the Council may, from time to time and in its absolute discretion, instruct any other Bank to provide the same or similar banking services.

Any reference to the volume of the transactions the Northern Land Council may require is indicative only and the Council does not make any representations that the same or similar volumes of transactions will be required pursuant to this engagement. The Bank acknowledges that it accepts this engagement without reliance on any representations by the Northern Land Council.

### 3.10 PAYMENT

Payment for fees associated with this contract shall be debited from the appropriate account to which the fee relates.

### 3.11 GST AND OTHER EXPENSES TO BE INCLUDED IN RATES

The Tendered Rates, (subsequently in this document referred to as the "Fees") are inclusive of all expenses of the Bank, insurance, duties, imposts and taxes which shall be paid by the Bank and are inclusive of GST where applicable.

### 3.12 INFORMATION PRIVACY ACT

In this clause:

**Act** means the *Commonwealth Information Act*

**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.

- a) The Bank 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 Bank were a public sector organisation.
- b) The Bank is to collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling its obligations under this contract.
- c) The Bank is not to disclose Personal Information without the written authority of the Northern Land Council, and in any event disclosure is to be in accordance with the Privacy Laws.
- d) The Bank is to immediately notify the Northern Land Council where it

becomes aware that a disclosure of Personal Information may be required by law.

- e) The Bank is to ensure that any employees, agents, and any other person who may have access to Personal Information held by the Bank, are aware of the obligations of the Bank 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.
- f) The Bank 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 fulfil the obligations under this agreement have access to the Personal Information.
- g) The Bank is to develop, and obtain the written approval of the Northern Land 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.
- h) The Bank acknowledges that individuals have the right to request access to, or correction of, the Personal Information held about them.
- i) The Bank must not transfer Personal Information outside the Northern Territory without the prior approval of the Northern Land Council.
- j) The Bank, in respect to Personal Information, is to immediately notify the Northern Land Council where the Bank becomes aware of a breach of this clause or the Privacy Laws.
- k) The Bank indemnifies the Northern Land Council in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Bank under this agreement.
- l) When this agreement expires or is terminated, the Bank must, at the Northern Land Council's discretion:
  - either return to the Northern Land Council all records containing Personal information;
  - retain any material containing Personal Information in a secure manner as approved by the Northern Land Council; or
  - destroy or delete any Personal Information.This sub-clause will survive the expiration or termination of this Contract.
- m) The Bank shall indemnify the Northern Land Council and keep the Council indemnified against any failure of the Bank to comply with its obligations under this clause.

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**

4.1	FORM OF TENDER
4.2	SCHEDULE OF INSURANCE
4.3	QUALITY ASSURANCE
4.4	PROFESSIONAL QUALIFICATIONS
4.5	EXISTING CORPORATE CLIENTS WITH PROVIDED WITH SIMILAR SERVICES TO THIS CONTRACT
4.6	DECLARATION OF SUPPORTING INFORMATION
4.7	DECLARATION OF CURRENT ADI STATUS
4.8	DECLARATION OF CURRENT CREDIT RATING
4.9	QUALITY MANAGEMENT PLAN
4.10	SCHEDULE OF RATES
4.11	COLLUSIVE TENDERING - STATUTORY DECLARATION

**Please enclose TWO copies of the forms of tender, one original and one photocopy.**

**4.1 FORM OF TENDER**

Chief Executive Officer  
 Northern Land Council  
 GPO Box 1222  
 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:	Facsimile:	
Email			
Business / Trading Name			
Name / s of Proprietors			
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:

<b>4.2 SCHEDULE OF INSURANCE</b>	
<b>4.2.1 Public Liability</b>	
Name of Insurer	
Policy Number	
Date of Expiry	
<b>4.2.2 Professional Liability</b>	
Name of Insurer	
Policy Number	
Date of Expiry	

<b>4.4 PROFESSIONAL QUALIFICATIONS</b>					
Provide details of key personnel proposed to have overall responsibility and management for provision of services					
NAME	POSITION / ROLE	LOCATION	QUALIFICATION	TIME IN ROLE	TIME WITH BANK

<b>4.5 EXISTING CORPORATE CLIENTS WITH PROVIDED WITH SIMILAR SERVICES TO THIS CONTRACT</b>		
NAME OF CLIENT	NAME OF CONTACT PERSON	PHONE & FAXNO.
		PH: FAX:
		PH: FAX:

Signature		Date	
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Company Name

**4.6 DECLARATION OF CURRENT ADI STATUS**

Please provide confirmation of current ADI status.

**4.7 DECLARATION OF CURRENT CREDIT RATING**

Please provide proof of your credit rating.

**4.8 QUALITY MANAGEMENT PLAN**

Please provide details of your quality management plan.

**4.9 DECLARATION OF SUPPORTING INFORMATION**

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

Signature

Date

Company Name

**4.10 SCHEDULE OF RATES**

Attached to this specification is a Schedule of Rates, complete the following table detailing all applicable fees and charges for the accounts and facilities offered as part of this tender.  
**ALL RATES TO BE INCLUSIVE OF GST**

Item Number	Fee	Unit	Amount Including GST	Comments
<b>4.10.1</b>	<b>General Fees</b>			
4.10.1.1	- Account set up fee	Item	\$	
4.10.1.2	- Monthly service fees	Monthly	\$	
4.10.1.3	- Bank cheque	Item	\$	
4.10.1.4	- Dishonours	Item	\$	
4.10.1.5	- Special answers	Item	\$	
4.10.1.6	- Extra statements	Item	\$	
4.10.1.7	- Voucher retrieval & tracing	Item	\$	
4.10.1.8	- Audit confirmations	Item	\$	
4.10.1.9	- Overdraft fees	Fee	\$	
<b>4.10.2.</b>	<b>Withdrawal Transaction Fees (list all)</b>			
4.10.2.1	- Cheque	Item	\$	
4.10.2.2	- Electronic	Item	\$	
4.10.2.3	- Branch assisted	Item	\$	
<b>4.10.3</b>	<b>Deposit Transaction Fees (list all)</b>			
4.10.3.1	- Cheques	Item	\$	
4.10.3.2	- Electronic	Item	\$	
4.10.3.3	- Cash	Item	\$	
4.10.3.4	- Bulk coin	Item	\$	
4.10.3.5	- Mail/locked box	Monthly	\$	
4.10.3.6	- Branch assisted	Monthly	\$	
<b>4.10.4</b>	<b>Merchant Facilities</b>		\$	
4.10.4.1	- Monthly terminal fees	Monthly	\$	
4.10.4.2	- Credit card transactions	% or Fee		
4.10.4.3	- Debit card transactions	Item	\$	
4.10.4.4	- Service fees	% or Fee		
<b>4.10.5</b>	<b>Government Taxes &amp; Duties (List as applicable)</b>			
4.10.5.1			\$	
4.10.5.2			\$	
4.10.5.3			\$	
4.10.5.4			\$	
4.10.5.5			\$	
<b>4.10.6</b>	<b>Electronic Banking</b>			
4.10.6.1	- Set up fees	Item	\$	
4.10.6.2	- Licence fees	Item	\$	
4.10.6.3	- Authorised User fees	Item	\$	

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Signature		Date	
Company Name			

**4.10 SCHEDULE OF RATES continued**

Item Number	Fee	Unit	Amount Including GST	Comments
<b>4.10.7</b>	<b>Credit Cards</b>			
4.10.7.1	- Set up fees	Item	\$	
4.10.7.2	- Transaction fees	Item	\$	
4.10.7.3	- Benchmark interest rate	%		
4.10.7.4	- Interest free days	# of days		
<b>4.10.8</b>	<b>Other Fees</b> (List as applicable)			
4.10.8.1			\$	
4.10.8.2			\$	
4.10.8.3			\$	
4.10.8.4			\$	
4.10.8.5			\$	

**TOTAL  
FOR ASSESSMENT PURPOSES ONLY**

\$

**CONTRACT : 2009-001** PROVISION OF BANKING SERVICES

Signature		Date	
Company Name			

4.11 COLLUSIVE TENDERING - STATUTORY DECLARATION

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

of .....  
(Name of Tenderer)

.....  
(Address of Tenderer)

do solemnly and sincerely declare that:

1. 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

2.1 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.

EXCEPTIONS: .....

.....

4.11 COLLUSIVE TENDERING - STATUTORY DECLARATION

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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 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)

.....