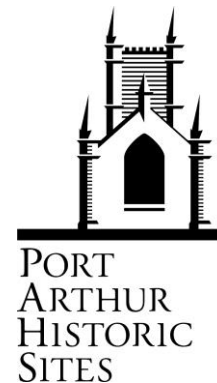


PORT ARTHUR HISTORIC SITES MANAGEMENT AUTHORITY

Request for Quotation - Supply of Services Cold Beverage Supply Contract



This document comprises the following parts:

- Part A: RFQ Overview
- Part B: RFQ Information Table
- Part C: Contract Information Table
- Part D: Glossary of Terms
- Part E: Conditions of Quotation
- Part F: Conditions of Contract
- Part G: Quotation Form

Part A: RFQ Overview

The nature of the services to be provided is set out in Item 1 and Item 2 of the Contract Information Table.

Details about how to lodge a Quotation are set out in Item 3 of the RFQ Information.

Conditions of Quotation: Please read the Conditions of Quotation in Part E before submitting a Quotation. The RFQ Information Table in Part B also forms part of the Conditions of Quotation. The Conditions of Quotation are the conditions upon which the Authority is prepared to receive and evaluate Quotations. Failure to strictly observe these conditions may result in a Quotation being rejected without evaluation.

Conditions of Contract: Please read the Conditions of Contract in Part F. The Contract Information Table in Part C also forms part of the Conditions of Contract. The Conditions of

Contract set out the terms and conditions that will apply to the contract for the supply of the Services.

Quotation Form: The Quotation Form in Part G is a required form that **must** be completed. Do not separate the Quotation Form from this RFQ document. A Quotation is likely to be rejected if the Quotation Form is not used. A Quotation must contain (or be accompanied by) all the information and details required by this RFQ.

Enquires, and requests for further information about this RFQ, should be directed to the Contact Officer as follows:

Contact Officer: **Ben Bate, Head Chef**

Telephone: **0414 775 935**

Email: **ben.bate@portarthur.org.au**

Part B: RFQ Information Table

Item 1: Closing date and time for lodgement of a Quotation:	The closing date and time for lodgement of a Quotation is Wednesday 26 June 2019, 2:00pm (1400h) Tasmanian time. The Authority may extend the closing date and time.
Item 2: Pre-quotation briefing details:	It is not intended to hold any pre-quotation briefing sessions.
Item 3: Place and method of lodging a Quotation:	A Quotation must be lodged as follows: By email – tenders@portarthur.org.au
Item 4: Status of Quotation:	A Quotation lodged by a prospective supplier in response to this RFQ constitutes an offer by the prospective supplier to supply the Services. The acceptance of that Quotation by the Authority, in accordance with this RFQ, will result in a legally binding contract for the supply of the Services.
Item 5: Information to be provided by suppliers as part of Quotation:	<ul style="list-style-type: none"> ▪ Returnable Schedules 1 to 8 (see below); ▪ Completed Part G: Quotation Form; ▪ Evidence of insurances as required in Part C: Contract Information Table, Item 6 (below); and ▪ Evidence of all necessary licenses and permits.
Item 6: Evaluation criteria:	<p>The Authority in its evaluation of quotations will take all relevant factors into consideration, including value for money and enhancing opportunities for local businesses, to achieve the best outcome for the Authority. In evaluating tenders, the Authority may take into consideration factors including, but not limited to: price; qualifications and previous experience; previous performance in similar projects; capability; and conformity with the requirements of this RFQ and relevant State Government policies.</p> <p>The specific evaluation criteria with respect to this RFQ are as follows:</p> <ul style="list-style-type: none"> ▪ Schedule 1: Ability to meet demand as detailed in the Services Brief (T1929_7_1-SUP), including assurance of single serve drinks and two (2) post-mix units within supply; ▪ Schedule 2: Demonstrated understanding of the requirements and expectations of working within a World Heritage listed, high visitation tourist site; ▪ Schedule 3: Demonstrated commitment to environmental sustainability; ▪ Schedule 4: Provide details of your product range, ordering and supply system, and how this will ensure a high level of service to the Authority; ▪ Schedule 5: Provide details of freight costings and the number of deliveries you can undertake per week noting seasonality; ▪ Schedule 6: Provide details of your equipment including maintenance schedules; ▪ Schedule 7: Provide details of your returns and rebates policy, and any additional inclusions or offers within your service; and ▪ Schedule 8: Response to Local SME Industry Impact Statement (Buy Local).
Item 7: Notification of	It is anticipated that the successful supplier will be notified in writing of

outcome:	the outcome of the RFQ process by Thursday 18 July 2019. Unsuccessful suppliers will be notified at the conclusion of the procurement process.
Item 8: Special conditions forming part of Conditions of Quotation:	The following special conditions also form part of the Conditions of Quotation: Nil.

Part C: Contract Information Table

Item 1: Services to be supplied:	The following services (Services) are to be supplied: Beverage supply as per the Services Brief (T1929_7_1-SUP).
Item 2: Specifications applicable to the Services to be supplied:	The Services must comply with the following specifications (the Specifications): As per the Services Brief (T1929_7_1-SUP).
Item 3: Timing for the delivery of the Services:	The Services are to be delivered as follows: To be completed as specified in the Services Brief (T1929_7_1-SUP). The contract period will commence on the 5 August 2019.
Item 4: Payment of the Contract Sum:	The Contract Sum is payable as follows: Monthly in arrears upon presentation of a valid invoice.
Item 5: Out-of-pocket expenses and disbursements:	The Authority will pay to the Supplier the following out-of-pocket expenses and disbursement properly and reasonably incurred by the Supplier for the delivery of the Services: Not applicable.
Item 6: Insurance:	Public Liability Insurance: \$10,000,000.00 Workers' Compensation Insurance in accordance with the requirements of the Workers Rehabilitation and Compensation Act 1988 (Tas), as per Clause 7 of Part F: Conditions of Contract.
Item 7: Authority's address details:	For the purposes of clause 17 of the Conditions of Contract, the Authority's details for the service of Notices are as follows: Address: Port Arthur Historic Site Management Authority Arthur Highway, Port Arthur, Tasmania 7182 Email: anne.mcvilly@portarthur.org.au Attention: Anne McVilly, Director Tourism Operations
Item 8: Special conditions forming part of Conditions of Contract:	The Authority is to retain up to 10% (ten percent) of available display space for the display and sale of drinks not associated with the primary contractor – this will include, but not be limited to, alcoholic beverages, non-alcoholic beverages from other local /Tasmanian suppliers, and

vending machine drinks.

The contract period is five (5) years from the date of commencement, with the possibility of one (1) year extension at the discretion of the Authority.

Part D: Glossary of terms

In this RFQ, unless the context otherwise requires:

Australian Standard means a standard published by Standards Australia Limited.

Authority means the Port Arthur Historic Site Management Authority established pursuant to the *Port Arthur Historic Site Management Authority Act 1987*.

Authority Material means any document or information provided by, or on behalf of, the Authority, to the Supplier, in relation to the Services.

Business Day means a day on which banks are generally open for business in Hobart (but does not include a Saturday, Sunday or public holiday generally observed in Hobart).

Contract Information Table means the table in Part C.

Contract Material means all material created by the Supplier as part of, or for the purposes of, performing the Services, including documents, information and data.

Conditions of Contract means the conditions of contract in Part F.

Conditions of Quotation has the meaning in clause 1 of Part E.

Contract means the contract for the supply of the Services by the Supplier to the Authority.

Contract Sum means the amount payable by the Authority to the Supplier for the supply of the Services.

GST has the meaning in the *A New Tax System (Goods and Services) Act 1999* (Cwlth). Expressions defined in the GST Act have the same meaning when used in this RFQ.

Quotation means an offer to supply the Services made pursuant to this RFQ.

Quotation Form means the Quotation Form in Part G.

RFQ means this request for quotation document (and includes all of its parts and attachments).

RFQ Information Table means the table in Part B.

Scheme means a scheme in force under the *Professional Standards Act 2005* (Tas) for limiting the occupational liability of members of an occupational association.

Services has the meaning in Item 1 of the Contract Information Table.

Specifications has the meaning in Item 2 of the Contract Information Table.

Supplier means the supplier of the Services to the Authority, being the person named as the Supplier in the Quotation (accepted by the Authority) and includes that person's successors and permitted assigns.

Part E: Conditions of Quotation

1 Conditions of Quotation

The conditions of quotation (**Conditions of Quotation**) comprise Part B and Part E of this RFQ.

If there is any inconsistency between the special conditions in Item 8 of the RFQ Information Table and any other Conditions of Quotation, the special conditions override the other inconsistent Conditions of Quotation to the extent of the inconsistency.

A special condition in Item 8 of the RFQ Information Table is taken not to be inconsistent with the other Conditions of Quotation if the special condition and the other Conditions of Quotation are both capable of being complied with.

2 Communications

A prospective supplier must direct all communications and enquiries concerning this RFQ to the Contact Officer named in Part A.

Unauthorised communication by a prospective supplier with any other employee or agent of the Authority may lead to a Quotation being rejected.

3 Addenda

The Authority may change this RFQ by issuing Addenda in writing. Any Addenda become part of this RFQ. Addenda issued by the Authority are the only recognised explanations of, or amendments to, this RFQ.

4 Agreement to be bound

By lodging a Quotation a prospective supplier agrees to be bound by the Conditions of Quotation.

5 Use of RFQ and information restricted

This RFQ, and any information provided by the Authority to a prospective supplier as part of the RFQ process, remain the property of the Authority, and may only be used by a prospective supplier to prepare a Quotation in response to this RFQ. Only persons to whom this RFQ is issued may submit a Quotation.

6 Status of RFQ representation

No representation made by or on behalf of the Authority during the RFQ process binds the Authority unless the representation is subsequently included as part of a formal instrument of agreement.

7 Confidentiality

A prospective supplier who submits a Quotation must keep the information in its Quotation confidential. Nothing in this clause prevents a prospective supplier from disclosing information in its Quotation: that is available to the public generally otherwise than as a result of a breach of this clause 7 by the prospective supplier; if the disclosure of the Quotation is required by law; if the disclosure is necessary to obtain an approval or licence under a law; or if the disclosure is to the prospective supplier's professional advisers or lenders.

8 Quotations become property of the Authority

All Quotations become the property of the Authority on submission. The Authority may reproduce all or any part of a Quotation for any purpose related to evaluation of the Quotation.

9 Reservations

The Authority reserves the right at its absolute discretion:

- (a) by written notice to prospective suppliers (who have been issued this RFQ) to do any of the following things: to discontinue or suspend the RFQ process; to extend the closing date and time in Item 1 of the RFQ Information Table; and to amend this RFQ;
- (b) to negotiate with any prospective supplier submitting a Quotation;
- (c) to determine the number of organisations with whom it will contract.

The Authority is not bound to accept the lowest, or any, Quotation submitted.

10 Content and format of Quotations

Quotations must include all the information listed in Item 5 of the RFQ Information Table.

A Quotation must be prepared using the Quotation Form in Part G.

11 Alternative offers

Suppliers may submit an alternative proposal if it is clearly identified as an 'Alternative Offer' wherever it fails to comply with this RFQ.

A prospective supplier who submits a quotation which meets the requirements in this RFQ in an alternative and practical manner, taking into account the totality of those requirements, must include any supplementary material, together with associated prices, which demonstrates, in detail, that the alternative offer will fully achieve all the requirements.

The Authority reserves the right either to consider Alternative Offers on their merits or not to consider them further.

12 Monetary amounts

All monetary amounts must be expressed in Australian dollars (exclusive of GST). The Conditions of Contract allow for the payment of GST.

13 Preparation of Quotation

The Authority will neither be responsible, nor pay, for any cost, expense or loss, which may be incurred by any person in connection with the preparation or presentation of a Quotation.

14 Exclusion of liability

The Authority is not liable for any error or omission in this RFQ.

15 Validity

A Quotation constitutes an irrevocable, unalterable offer by the prospective supplier to the Authority. A Quotation must remain valid and open to be accepted for 60 Business Days from the closing time and date specified in Item 1 of the RFQ Information Table. The period of 60 Business Days may be extended by written agreement between the prospective supplier and the Authority.

16 Lodgement of Quotations

A Quotation must be lodged by the closing time and date specified in Item 1 of the RFQ Information Table or as extended under clause 9. A Quotation must be lodged in a manner specified in Item 3 of the RFQ Information Table.

If Item 3 of the RFQ Information Table permits lodgement of Quotations by email the following provisions apply. Lodgement by email will be at the sole risk of the prospective supplier. The Authority does not warrant that a prospective supplier will be able to upload its Quotation to the email address for lodgement. A Quotation may be rejected if it contains a virus, worm or other defect, or if the Quotation does not comply with any format, size or other requirements stated in Item 3 of the RFQ Information Table.

17 Late Quotations

Late Quotations will not be considered unless the Authority is of the view (and its decision will be absolute and final) that:

- (a) circumstances beyond the prospective supplier's control were the cause of the lateness; and
- (b) the consideration of the late Quotation will not compromise the integrity of the procurement process or provide any unfair advantage to the prospective supplier lodging the late Quotation.

Late Quotations that are not accepted will be marked on the envelope with the time and date of receipt, and be returned to the prospective supplier.

18 How a contract for the supply of the Services is formed

A contract for the supply of the Services will be formed when the Authority accepts the successful supplier's Quotation by signing and dating the acceptance statement that is part of the Quotation Form. As soon as practicable following that acceptance, the Authority must forward the completed form to the successful supplier confirming that the supplier's Quotation has been accepted.

19 Debriefing

Unsuccessful suppliers are encouraged to contact the Contact Officer (named in Part A) to request a debriefing to discuss the reasons for their non-selection. If requested to do so, the Authority will provide a debriefing for unsuccessful suppliers after a contract has been formed for the supply of the Services, or the Authority has decided not to award a contract for the supply of the Services.

20 Zero tolerance towards violence against women

- (a) Violence against women is defined by the United Nations as “any act of gender based violence that results in or is likely to result in physical, sexual or physiological harm or suffering to women”.
- (b) The State upholds a zero tolerance policy towards violence against any person in the workplace. The Supplier acknowledges and undertakes to uphold a zero tolerance policy towards violence against any person in the

workplace in its interaction with employees, agents and subcontractors of the State and in delivery of the Services.

- (c) The Supplier must and will ensure that its employees, agents and subcontractors will at all times in delivery of the Services act in a manner that is non-threatening, courteous and respectful.
- (d) If the State reasonably believes that any of the Supplier’s employees, agents or subcontractors are failing to comply with the behavioural standards specified in this clause then the State may in its absolute discretion:
 - (i) prohibit access by the relevant employees, agents or subcontractors to the State’s premises; and
 - (ii) direct the Supplier to withdraw the relevant employees, agents or subcontractors from providing the Services.

Part F: Conditions of Contract

1 Interpretation

In this Contract, unless the context otherwise requires:

- (a) headings do not affect the interpretation of this Contract;
- (b) words denoting the singular include the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) other grammatical forms of a defined term have a corresponding meaning;
- (e) an expression denoting a natural person, company, partnership, corporation or any government body includes any other of them;
- (f) a reference to any thing or any property includes a part of that thing or property;
- (g) a reference to a party includes that party's successors and permitted assigns;
- (h) mentioning any thing after the words **includes** or **including** does not limit the meaning of any thing mentioned before those words; and
- (i) a reference to any legislation includes subordinate legislation made under it and any amendment to, or replacement for, any of them.

A reference to the Authority includes any delegate acting on behalf of the Authority.

2 Supply of the Services

The Supplier must:

- (a) supply the Services to the Authority;
- (b) supply the Services with the due care and skill, and to a standard, reasonably to be expected of a person both competent and experienced in providing services similar to the Services;
- (c) ensure that the Services conform to the Specifications;
- (d) supply the Services in accordance with the requirements set out in Item 3 of the Contract Information Table;

- (e) ensure that the Services comply with, and are delivered in accordance with, all applicable laws and applicable Australian Standards;
- (f) not infringe the intellectual property rights of any third person in connection with the delivery of the Services; and
- (g) ensure that it, and its employees, hold all accreditations, permits and licences necessary to deliver the Services.

3 Named persons to undertake delivery of the Services

This clause applies if the Quotation Form required the Supplier to nominate specified persons to deliver the Services. The Supplier must ensure that the Services are delivered by the persons named in the Supplier's Quotation or by other persons approved in writing by the Authority.

4 Payment of the Contract Sum

The Contract Sum is payable in the manner provided for in Item 4 of the Contract Information Table.

No payment is due to the Supplier until the Authority has received a correctly rendered tax invoice.

The Authority is not required to make any payment to the Supplier if the Supplier is in breach of this Contract.

5 Out-of-pocket expenses

The Authority will pay or reimburse to the Supplier out-of-pocket expenses and disbursements (if any) in accordance with Item 5 of the Contract Information Table.

6 Insurance

The Supplier must take out and maintain the insurances set out at Item 6 of the Contract Information Table. The Supplier must produce evidence of those insurances when requested by the Authority.

7 Workers compensation insurance

Before commencing work in connection with this Contract and until the completion of all of the work under this Contract, the Contractor must hold or take out an insurance policy covering workers' compensation in accordance with the requirements of the Workers Rehabilitation and Compensation Act 1988 (Tas) and ensure every subcontractor holds equivalent insurance, where applicable.

8 Indemnity by Contractor

The Contractor indemnifies the Authority against:

- (a) claims in respect of any injury to, or death of, any person;
- (b) claims in respect of damage to the property of any person; or
- (c) loss of, or damage to, property of the Authority (other than the Works),

arising from, or attributable to, the carrying out of any the Works.

The Contractor's liability under the indemnity is to be reduced proportionately to the extent that the claim, loss or damage is caused or contributed to by an act or omission of the Superintendent, the Authority or any employee, agent or consultant of the Authority.

9 Termination

The Authority may terminate this Contract without cause by giving ten Business Days' notice to the Supplier.

10 Amounts payable on termination

This clause applies if this Contract is terminated pursuant to clause 9.

If the Contract Sum is a lump sum amount, the amount payable by the Authority to the Supplier, in respect of the termination of this Contract, is limited to the Relevant Proportion of the Contract Sum *less* any payments in respect of the Contract Sum previously paid by the Authority. The **Relevant Proportion of the Contract Sum** is that amount which bears the same proportion to the Contract Sum as the proportion of the total Services completed up to the date of termination.

If the Contract Sum is calculated on the basis of rates, the amount payable by the Authority to the Supplier, in respect of the termination of this Contract, is limited to the amount payable for any Services actually provided by the Supplier up to the date of termination, calculated in accordance with the applicable rates, and not previously paid for by the Authority.

In addition to any amounts payable pursuant to this clause, the Authority must pay or reimburse to the Supplier any out-of-pocket expenses or disbursements (if any) incurred by the Supplier before the date of termination, and which the Authority is required pay or reimburse in accordance with clause 5.

Except to the extent provided for in this clause, no other amounts are payable by the Authority to the Supplier in respect of the termination of this Contract pursuant to clause 9.

11 Event of default

An event of default occurs if, the Contractor:

- (a) being an individual, becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cwlth), or any action is taken which could result in that event;
- (b) being a company becomes an externally administered body corporate (as defined in section 9 of the Corporations Act 2001 (Cwlth)) or a person becomes a controller (as defined in section 9 of the Corporations Act 2001 (Cwlth)) of any of its property;
- (c) breaches any of its obligations under this Contract, and that breach continues for a period of 5 Business Days after the date on which the Superintendent serves notice on the Contractor specifying the breach;
- (d) repudiates this Contract by its conduct;
- (e) ceases, or threatens to cease, to carry on its operations, or threatens to dispose of all, or a substantial part, of its undertaking; or
- (f) convenes a meeting of its creditors or proposes or enters into any scheme of arrangement, reconstruction or composition with all or some of its creditors.

12 Authority's Rights if an event of default occurs

If an event of default occurs, the Authority may do either the following:

- (a) Terminate this Contract by notice in writing to the Contractor, in which case the respective rights and liabilities of the parties will be the same as they would be at common law if the Contractor had wrongfully repudiated this Contract.
- (b) The Authority may take over the incomplete Works by notice in writing to the Contractor, suspend payments due or which would become due under clause 11, and have others complete the Works.

If the Authority acts under paragraph (b), the Superintendent is to calculate:

- (i) the amount that would otherwise be payable to the Contractor for the Works completed up to date of Authority taking over the Works (Contractor Amount); and
- (ii) the cost of others completing the Works outstanding at the date of termination (the Cost to Complete).

If the Contractor Amount exceeds the Cost to Complete, the difference is payable by the Authority to the Contractor. If the Cost to Complete exceeds the Contractor Amount, the difference is payable by the Contractor to the Authority. An amount payable by a party to another party under this clause is payable within 10 Business Days of the Superintendent performing the calculation and notifying the parties in writing of that calculation.

13 Intellectual property matters

- (a) The title to, and property (including all intellectual property) in, all Contract Material vests in accordance with Item 9 of the Contract Information Table.
- (b) On the expiration or earlier termination of this Contract the Supplier must, at its expense, promptly deliver all Contract Material and all Authority Material, in its possession or control, to the Authority.
- (c) Authority Material remains the property of the Authority. On the expiration or earlier termination of this Contract, the Supplier

must immediately return all the Authority Material to the Authority. The Supplier must pay the cost of delivery.

- (d) The Supplier warrants that the use of the Contract Material by the Authority will not infringe the intellectual property rights of any third party.
- (f) In this clause **moral right** means a moral right granted under the *Copyright Act 1968* (Cwlth).

14 Confidentiality in relation to Contract Material and Authority Material

The Supplier must not, and must ensure that none of its employees, publicly disclose, or use for a purpose other than for the purposes of this Contract, any Contract Material or Authority Material.

Nothing in this clause prevents the Supplier from disclosing Contract Material or Authority Material: that is available to the public generally otherwise than as a result of a breach of this clause by the Supplier; if the disclosure of is required by law; if the disclosure is necessary to obtain an approval or licence under a law; or if the disclosure is to the Supplier's professional advisers who, in relation to that disclosure, agree with the Authority to keep the information confidential.

The Supplier must not with respect to the Services or with respect to anything in connection with this Contract without the prior written consent of the Authority make any media release, comment to the media or publish or comment on any social media platform.

~~15 — Professional Standards Act 2005 (Tas)~~

Not applicable.

~~If no Scheme applies to the Consultant, the Consultant waives all present and future rights, as against the Authority, to claim any limitation of liability provided by any future Scheme, in connection with claims concerning or arising out of this Contract. If a Scheme applies to the Consultant as at the date of this Contract, the level of the Consultant's liability under this Contract will be limited in accordance with and subject to the Scheme.~~

16 No agency

The Supplier is not the agent of the Authority for the purposes of carrying out the Services. The Supplier must not represent itself to be, and must ensure that none of the Supplier's employees represent themselves to be, an employee or agent of the Supplier.

17 Notices

The postal, street, and email addresses of the parties for the service of any Notice are:

- (a) in the case of the Authority, as set out in Item 7 of the Contract Information Table, or as subsequently notified by the Authority to the Supplier; and
- (b) in the case of the Supplier:
 - (i) if there is no formal instrument of agreement, as set out in the Quotation Form, or as subsequently notified by the Supplier to the Authority; or
 - (ii) if there is a formal instrument of agreement, as set out in the Details part of that agreement, or as subsequently notified by the Supplier to the Authority.

A Notice may be served by: delivering it by hand to the party; leaving it at the party's address referred to above; or by sending it by email transmission to the party's email address; or sending it by prepaid ordinary post to the party's address.

A Notice is taken to have been received: if hand delivered to the party, when delivered; if left at the party's address, when left; if sent by email transmission to the party's email address, when it reaches the addressee's electronic address, unless the party sending the e-mail knows or ought reasonably to suspect that the e-mail was not delivered to the addressee's domain specified in the e-mail address; and if sent by post to the party's address, on the fifth Business Day after the day of posting.

A Notice must be in legible writing in the English language.

Notice means a notice or other communication for the purpose of this Contract.

18 Governing law and jurisdiction

This Contract is governed by the law of Tasmania. The parties submit to the jurisdiction of the courts of Tasmania.

19 GST

In this clause, **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) and the related imposition Acts of the Commonwealth. Expressions defined in the GST Act have the same meaning when used in this clause.

If GST is imposed on any supply made by a party under this Contract, the recipient of the supply must pay to the person making the supply, in addition to any consideration payable, or to be provided by, the recipient under this Contract for that supply, an additional amount equal to the GST payable by the person making the supply for that supply. The additional amount is to be paid at the same time and in the same manner as the supply to which the GST relates.

20 Working at Authority's Premises

When providing the services while on the Authority's premises the Supplier must:

- (a) comply with the Authority's safety requirement and all directions, procedures and policies relating to conduct, safety and security;
- (b) take all reasonable precautions to safeguard, protect and avoid injury or damage to people, property and the environment;
- (c) prevent unreasonable noise, disturbance and nuisance. The Supplier shall refrain from using noise emitting devices and maintain a standard of language and behaviour as befits a public place frequented by families and diverse cultural backgrounds;
- (d) ensure that its plant and equipment is safely and properly stored and secured when not in use;
- (e) liaise, cooperate and confer with the Authority's employees, other suppliers and suppliers who may be working at the premises as necessary or as directed by the Authority;

- (f) not work on the core area of the Site on weekends or public holidays, unless with the express written permission of the Authority;
- (g) limit the number of motor vehicles brought onto site to those essential for the undertaking of Works under Contract; and
- (h) observe speed limits and rules applicable to the driving of vehicles on site;
- (i) undertake all work in accordance with accepted conservation principles and practices. The Supplier shall be familiar with the ICOMOS Burra Charter. Port Arthur Historic Sites are listed on the National Heritage List, the Tasmanian Heritage Register and the World Heritage List. These listings recognise the site as being of State, National and International significance and are afforded protection under the relevant Acts.
- (j) stop work, immediately advise the Authority and await instruction if sub surface deposits are encountered in undertaking the Work, unless otherwise agreed in writing prior to the commencement of work.

21 Special conditions

The special conditions in Item 8 of the Contract Information Table form part of this Contract.

If there is any inconsistency between the special conditions in Item 8 of the Contract Information Table and any another provision of this Contract, the special conditions override the other provision to the extent of the inconsistency.

A special condition in Item 8 of the Contract Information Table is taken not to be inconsistent with another provision of this Contract if the special condition and the other provision are both capable of being complied with.

22 Zero tolerance towards violence against women

- (a) Violence against women is defined by the United Nations as “any act of gender based violence that results in or is likely to result in physical, sexual or physiological harm or suffering to women”.
- (b) The State upholds a zero tolerance policy towards violence against any person in the

workplace. The Supplier acknowledges and undertakes to uphold a zero tolerance policy towards violence against any person in the workplace in its interaction with employees, agents and subcontractors of the State and in delivery of the Services.

- (c) The Supplier must and will ensure that its employees, agents and subcontractors will at all times in delivery of the Services act in a manner that is non-threatening, courteous and respectful.
- (d) If the State reasonably believes that any of the Supplier’s employees, agents or subcontractors are failing to comply with the behavioural standards specified in this clause then the State may in its absolute discretion:
 - (i) prohibit access by the relevant employees, agents or subcontractors to the State’s premises; and

direct the Supplier to withdraw the relevant employees, agents or subcontractors from providing the Services.

23 Miscellaneous

The Authority may set off against an amount otherwise payable by the Authority to the Supplier any amount due from the Supplier to the Authority. For the avoidance of doubt, this clause does not exclude any other right of set off at law.

An obligation or liability on the part of two or more persons binds them jointly and severally.

The Supplier must not assign this Contract or any of its Rights under this Contract.

This Contract may only be amended or supplemented in writing signed by the parties.

The non-exercise of, or delay in exercising, any Right does not operate as a waiver of that Right. A single exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right. A Right may only be waived in writing, signed by the party to be bound by the waiver. A waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

Each Right provided in this Contract is exclusive and independent of each other Right in this Contract, and all other Rights at law or in equity.

In this clause, **Right** includes a right, power, remedy, authority and discretion.

Part G: Quotation Form

Important Note: This Quotation Form must not be separated from this RFQ. If lodging a quotation, you must lodge this RFQ in its entirety.

To: The Port Arthur Historic Site Management Authority

I/We:

(the **Supplier**)

(insert name, USE BLOCK LETTERS)

(insert ACN or ABN)

hereby offer to supply to the Authority the Services (specified in this RFQ) in accordance with the Conditions of Contract and the following Addenda (if any) issued by the Authority.

Addendum No.	Date and description

Schedule of Rates:

Please provide an itemised schedule of rates showing costs for freight calculations, post-mix units, and a list of products including the size and price of individual units. You can add or remove rows as necessary.

The price offered is a price calculated in accordance with the following schedule of rates:

Item No.	Description	Size	Unit Price
1	Freight (price per _____)	n/a	\$
2	Post-mix unit		\$
3			\$
4			\$
5			\$
			\$
			\$
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			\$
			\$
			\$
			\$

(All prices must exclude GST. The actual sum payable per invoice will depend on the actual quantities.)

The personnel (if any) specified in the next panel will provide the Services if this Quotation is accepted:

Name:	Position:	Part of the Services to be provided by named person:

(insert details, use BLOCK LETTERS)

For the purposes of clause 17 of the Conditions of Contract, the Supplier's details for the service of Notices will be as follows:

Address:	
Email:	
Contact person or position:	

(insert details, use BLOCK LETTERS)

I/We confirm the following supplementary documentation has been submitted with this offer as required by the RFQ:

Information / Document Description	No. of pages
<ul style="list-style-type: none"> ▪ Schedule 1: Ability to meet demand as detailed in the Services Brief (T1929_7_1-SUP), including assurance of single serve drinks and two (2) post-mix units within supply; ▪ Schedule 2: Demonstrated understanding of the requirements and expectations of working within a World Heritage listed, high visitation tourist site; ▪ Schedule 3: Demonstrated commitment to environmental sustainability; ▪ Schedule 4: Provide details of your product range, ordering and supply system, and how this will ensure a high level of service to the Authority; ▪ Schedule 5: Provide details of freight costings and the number of deliveries you can undertake per week noting seasonality; ▪ Schedule 6: Provide details of your equipment including maintenance schedules; ▪ Schedule 7: Provide details of your returns and rebates policy, and any additional inclusions or offers within your service; and ▪ Schedule 8: Response to Local SME Industry Impact Statement (Buy Local). 	

I/We declare that:

- (a) the Conditions of Quotation are agreed;
- (b) the Conditions of Contract are agreed; and
- (c) the information and particulars provided as part of this offer are accurate and correct.
- (d) I/We comply with and ensure that all employees, subcontractors and agents comply with the provisions of the Work Health and Safety Act 2012, the Work Health and Safety Regulations 2012, and all other applicable Acts, Regulations, local laws and bylaws, Standards, and Codes of Practice; and
- (e) I/We meet any site-specific workplace health and safety issues detailed in the RFQ and Brief.

Dated:

(insert date)

Signing by a Supplier who is an individual/partnership

Signed by the Supplier in the presence of the witness named below:

Supplier's
signature:
→

Witness'
signature:
→

*Witness print name:

*Witness print address:

*Use BLOCK LETTERS.

Signing by a Supplier that is a company

Signed by the Supplier in accordance with section 127(1) of the Corporations Act 2001 (Cwlth):

Signature:
→

Signature:
→

*Print
name and
office
held:

*Print
name and
office
held:

*Use BLOCK LETTERS.

Important Note: The next section is for the use of the Authority. The acceptance statement will only be signed by the Authority if the Authority accepts the Supplier's quotation set out in this Quotation Form. This section is only to be used if there are no changes to the quotation submitted by the Supplier.

Acceptance statement

The Authority hereby accepts the offer made by the Supplier in this Quotation Form to supply the Services for the Contract Sum.

Date:

(insert date of acceptance by the Authority)

Signing by the Authority

Signed on behalf of the Authority by the person named below in the presence of the witness named below:

Signature:
→

Being a person who has authority to sign on behalf of the Authority

*Print
name and
position:

Witness'
signature:
→

*Witness
print
name:

*Use BLOCK LETTERS.

*Witness
print address:

Returnable Schedule 1

Ability to meet demand as detailed in the Services Brief (T1929_7_1-SUP), including assurance of single serve drinks and two (2) post-mix units within supply.

For example: identify and describe your ability to meet the requirements as outlined in the Services Brief. What measures do you have in place to make sure supply meets demand? You are welcome to use examples of previous contracts where you have met or exceeded expectations.

Returnable Schedule 2

Demonstrated understanding of the requirements and expectations of working within a World Heritage listed, high visitation tourist site.

For example: what will your employees and representatives do to ensure they are respectful to both the heritage fabric of the site and the visitors? What do you see are the challenges/benefits of working at a public place of heritage significance? Have you worked at a heritage listed site before?

Returnable Schedule 3

Demonstrated commitment to environmental sustainability.

For example: how does your company and employees demonstrate environmental sustainability measures? What measures do you have in place and how will you use or expand on these in the provision of this services contract?

Returnable Schedule 4

Provide details of your product range, ordering and supply system, and how this will ensure a high level of service to the Authority.

For example: what do you, or can you, stock? What software etc. do you utilise to track and manage stock and orders? How is this system beneficial and how is it reviewed/checked? You are welcome to use examples of previous contracts where you have met or exceeded expectations.

Returnable Schedule 5

Provide details of freight costings and the number of deliveries you can undertake per week, noting seasonality.

For example: what are your charges for freight and are there any increments or caps in place? How many deliveries would you be able to make to Port Arthur Historic Site at different times of the year? Are there any conditions applied to freight?

Returnable Schedule 6

Provide details of your equipment, including maintenance schedules.

For example: what equipment do you use/supply? What service requirements does each unit have and who performs the servicing? What service do you offer if equipment breaks down?

Returnable Schedule 7

Provide details of your returns and rebates policy, and any additional inclusions or offers within your service.

For example: do you accept returns and what conditions do you impose upon them? What is your rebates policy? Are there any additional inclusions within your service, e.g. fridges, etc.?

Returnable Schedule 8 – SME Industry Impact Statement

Introduction

The Tasmanian Government is committed to maximising opportunities for Tasmanian based Small and Medium Enterprises (SME) in Government procurements through implementation of the 'Buy Local' policy.

As part of this commitment, suppliers are required to provide a statement of industry impact to outline how their business and proposed supply of goods/services will have a positive impact on the local industry.

Your local SME industry impact statement is an essential part of your submission and will contribute a **minimum of 20%** of your total qualitative evaluation scoring. Suppliers that fail to submit a statement will not be able to be scored in relation to this criterion.

Local SME industry impact statement

Please provide comment on how your business/submission will positively impact the local industry and economy. **You do not need to answer all the questions below and your submission is not limited to these issues.** You may fill in the below sections as needed, or provide your statement on a separate page(s).

You will need to ensure you can verify the information you submit and where possible should provide actual numbers/details of staff, goods, and services.

LOCAL IMPACT OF YOUR BUSINESS:

How does your business support the Tasmanian economy and have a positive impact on the local industry?

Things to consider:

- *Is your business owned and operated by Tasmanians?*
- *How many Tasmanians do you employ and/or subcontract? What work do they do and how does it contribute to Tasmania? What is the benefit, for your business, of employing local Tasmanians?*
- *How long has your business been in Tasmania?*
- *Where in Tasmania is your business located? Or, if not local, how does your business have a presence in Tasmania? What areas do you serve?*
- *What is your workplace like? Is it supportive of, and attractive, to Tasmanian workers?*
- *Do you have, or plan to take on, any apprentices or trainees?*
- *What skills and knowledge does your business have, or do you encourage, to develop the local industry and/or keep up-to-date?*
- *Do you have relationships or partnerships with other Local SME's that support the Tasmanian economy? What goods or services do you source from them? (E.g. uniforms, accounting/book-keeping services, fleet or company vehicles, maintenance services such as mechanics or pest control, IT support, printing and signage, traffic control, etc.)*

LOCAL IMPACT OF YOUR SUBMISSION FOR THIS CONTRACT:

How will your proposal for this specific contract give you an opportunity to support the Tasmanian economy and have a positive impact on the local industry?

Things to consider:

- *What goods/and services could you utilise for this contract from other Local SME's? If possible, identify what the good/service is; what business will supply it; and where they are located.*
 - *Will this contract allow you to employ any Tasmanian based sub-contractors?*
 - *Will this contract allow you to create any new local jobs, or does the contract assist in the growth/expansion of your business in another way?*
 - *How will you utilise the immediate local area businesses for this contract? (E.g. buying lunches at a local café, staying in nearby accommodation, employing a sub-contractor directly from the area, etc.)*
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BROADER LOCAL IMPACTS OF YOUR BUSINESS OR SUBMISSION:

Are there other ways in which your business, or submission for this contract, indirectly supports the local industry and economy?

Things to consider:

- *How does your company employ, train, or prepare staff to participate in the Tasmanian workplace? Do you participate in skills sharing with other Local SME's? (E.g. industry training, apprenticeships/traineeships, WHS training, licensing, etc.)*
- *Will this contract allow for continuation or increase of the above up-skilling through continuing workload or other opportunities?*
- *How is your business engaged within your relevant Tasmanian industry? For example, do you hold membership/sponsorship to industry/professional institutes or associations, or attend events or workshops to help to grow Tasmania's presence in your industry?*
- *Does your company actively sponsor or support any local sports teams, Tasmanian community organisations, not-for-profit groups, etc.?*

OTHER COMMENTS:

Completed and endorsed

.....

(Name and position – print)

.....

(Signature)

...../...../.....

(Date)

WHS Questionnaire [non-compulsory schedule]

Workplace Health and Safety (WHS) Contractor Management System Questionnaire

The objective of this Questionnaire is to provide an overview of the status of a contractor's workplace health and safety management system. The Questionnaire is intended only to indicate whether the contractor has a basic level of commitment and capacity to achieve effective workplace health and safety management.

Prior to engagement, successful contractors will be required to provide a completed Questionnaire and verify their responses by providing evidence of their ability and capacity in relevant matters. Contractors that can provide a current certified copy of Third Party Quality Assurance (Occupational Health and Safety) will not be required to complete this Questionnaire. Prior to the commencement of works, the contractor will also be required to provide any site-specific workplace health and safety details and plans.

Please note that contractors are NOT required to send a completed WHS Contractor Management System Questionnaire with their Quotation submission. The Questionnaire is only included for the contractor's self-assessment and to enable contractors to sign the declaration of the Quotation Form. However, it is recommended that contractors retain a copy of the Questionnaire for the own record, as it will be required if they are the successful Supplier.

		Yes/No
1.	Health and Safety Policy and Management	
1.1	Is there a written company health and safety policy?	
1.2	Does your company have procedures to update OH&S information and maintain ongoing awareness of OH&S regulations (e.g. relevant memberships/subscriptions or available consultant)?	
2.	Safe Work Practices and Procedures	
2.1	Has the company prepared safe operating procedures or specific safety instructions relevant to its operation?	
2.2	Is there a formal and/or documented incident investigation procedure?	
2.3	Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/owned by the company?	
3.	Health and Safety Training	
3.1	Does your company have an induction program for new employees and subcontractors and also provide task specific training for new users of equipment or those that are unfamiliar with how to complete a specific task?	
3.2	Does your company have emergency response procedures in place and organise for employees to attend first aid training?	
4.	Health and Safety Workplace Inspection	
4.1	Are regular health and safety inspections conducted at work sites where your employees or subcontractors are present?	
5.	Health and Safety Consultation	
5.1	Does your company make provision for health and safety communication and consultation (for example toolbox meetings, employee involvement in inspections)?	
6.	Health and Safety Offences	
6.1	Can you confirm that in the past five years your organisation has not been convicted of an occupational health and safety offence, nor been served with an improvement or prohibition notice? <i>If No, prior to engagement, you will be required to provide details of the offence or notice and provide evidence of the appropriate remedial/corrective action that the company has taken.</i>	