



# REQUEST FOR TENDER (RFT)

## Ticketing System Solution Project

**RFT Unique Reference ID:** 8-TIK T2117

**Closing Time:** 5:00pm, 9<sup>th</sup> November 2024, Hobart time

**RFT description:** Ticketing System Solution for Port Arthur Historic Site Management Authority (PAHSMA)

**RFT issued by:** Port Arthur Historic Site Management Authority (PAHSMA)

**Covered procurement:**

**Right to negotiate:** The Customer reserves the right to negotiate with tenderers during the procurement process

**Enquiries:** Refer to Part B: RFT Information Table

**Lodgement of tenders:** Refer to Part B: RFT Information Table

**RFT issue date:** 4<sup>th</sup> October 2024

The details set out above are not a notice of intended procurement.

## Part A: RFT contents

This RFT has the following parts and attachments:

Cover page

Part A: RFT contents

Part B: RFT Information Table

Part C: Background, enquiries and access to information

Part D: Contract terms and conditions for delivery of Deliverables

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Attachment 2: General Contract Details

Attachment 3: Information and documents to be provided by Tenderer(s)

Attachment 4: Tender Form

Attachment 5: Conditions for participation and evaluation criteria

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## Part B: RFT Information Table

### **RFT issued by:**

**Port Arthur Historic Site Authority (PAHSMA) (the Customer)**

The Government Business Enterprise responsible for the procurement is Port Arthur Historic Site Management Authority (the **GBE**).

### **Description of goods and/or services to be supplied:**

This RFT seeks tenders for the supply of the following goods and/or services: Ticketing system solution to support PAHSMA's ticketing needs in relation to site entry, tours, and events for independent travellers, tour groups and agents. Optional: Tenderers may also include a solution for an integrated retail and food and beverage POS/stock management system.

A more detailed description of the goods and/services being procured is included in the General Contract Details.

### **Closing time for lodging a Tender:**

A Tender must be lodged, in accordance with this RFT, on or before 5:00pm (Hobart time) on 9<sup>th</sup> November 2024 (the **Closing Time**). The Customer has the right to extend the Closing Time.

### **Contract terms and conditions applicable to the procurement:**

The successful Tenderer will be required to enter into a contract with the Customer in accordance with clause 4. The Contract (as defined in clause 4) will include:

(a) the PAHSMA Technology Contract Conditions (PTCC) General Conditions.

**Contract terms and conditions applicable to the procurement:**

- (b) the General Contract Details included in Attachment 2 (which will be completed to accord with the Tender lodged by the successful Tenderer);
- (c) any other document which the General Contract Details states is to form part of the Contract.

The Customer reserves the right to negotiate the contract terms and conditions.

**Tender Validity Period (see clause 8.8):**

The period of three months commencing on the next Business Day after the Closing Time.

**Method for lodging a Tender:**

A Tender must be lodged using one of the following methods:

**Lodgement by e-mail – Clause 6.4**

**Tender can only be lodged by e-mail to:** [tenders@portarthur.org.au](mailto:tenders@portarthur.org.au)

**Lodgement in Tender Box**

Clause 6.2 is not applicable. A Tender **cannot** be lodged in the GBE's Tender Box.

**Lodgement using PAHSMA Tender website:**

Clause 6.3 is not applicable. A Tender **cannot** be lodged using PAHSMA's 's Tender website.

**Contact Officer details and contact information:**

Enquiries regarding this RFT should be directed as follows:

Contact Officer: Nagy Wassif

Email: [Nagy@2pm.com.au](mailto:Nagy@2pm.com.au)

Telephone: 0400 707 276 (during normal business hours)

**Industry pre-tender briefing session:**

Clause 2 is applicable. An industry pre-tender briefing session about this RFT and the procurement will be held as follows:

Location: online

Date and time: 15th October 2024 at 11:00am (Hobart time)

Persons who wish to attend the briefing session must pre-register with the Contact Officer on or before 11th October 2024, 5:00pm (Hobart time).

**Special terms and conditions:**

The special terms and conditions set out below (each an **RFT Special Condition**) also form part of this RFT.

If there is any inconsistency between an RFT Special Condition and another provision of this RFT, the RFT Special Condition overrides the other provision to the extent of the inconsistency.

An RFT Special Condition is taken not to be inconsistent with another provision of this RFT if the special condition and the other provision of the RFT are both capable of being complied with.

**RFT Special Conditions:**

There are no RFT Special Conditions.

## Part C: Background, enquiries and access to information

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### 1 General information

#### 1.1 Background information

Background information about the procurement is set out in Attachment 1.

#### 1.2 Enquiries about this RFT and the procurement

- (a) All enquiries about this RFT and the procurement, and requests for clarification, should be directed to the Contact Officer.
- (b) The decision to respond to enquiries and requests for clarification, and the content and timing of any response to an enquiry or a request for clarification, is at the discretion of the Customer.
- (c) Responses to all enquiries will be made available at [www.portarthur.org.au/tenders](http://www.portarthur.org.au/tenders)
- (d) The Customer may, at its discretion, share responses (anonymised as to source and subject to any relevant confidentiality considerations) with other RFT Recipients.
- (e) Subject to clause 1.2(a), unless authorised, in writing, by the Contact Officer, enquiries about this RFT and/or the procurement must **not** be directed to:
  - (i) if the Customer is the Crown, any staff working in the GBE named in Part B; and
  - (ii) in any other case, the Customer's staff.

#### 1.3 Addendum

- (a) The Customer may, at its discretion, amend or clarify this RFT at any time before the Closing Time by issuing an Addendum.
- (b) No amendment or clarification of this RFT will be recognised unless it is in the form of an Addendum issued by the Customer. An Addendum issued by Customer becomes part of this RFT.
- (c) An RFT Recipient must provide, in writing, to the Contact Officer up-to-date contact details for the RFT Recipient to receive Addendum if:
  - (i) the RFT Recipient obtained a copy of this RFT other than by downloading this RFT from the Electronic Tender System; or
  - (ii) the contact details for the RFT Recipient have changed from those last advised by the RFT Recipient.

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## 2 Industry briefing session

### 2.1 Application

This clause 2 applies if Part B states that clause 2 is applicable.

## 2.2 Conduct of industry briefing session

The Customer will conduct an industry briefing session as set out in Part B.

The Customer may do all, or any, of the following:

- (a) change the date, time and/or venue for the industry briefing session by notice to RFT Recipients;
- (b) limit the number of personnel who may attend the industry briefing session on behalf of a potential supplier;
- (c) cancel or suspend the industry briefing session;
- (d) convene a further industry briefing session at another date, time or location;
- (e) exclude any person from an industry briefing session who:
  - (i) did not pre-register to attend the industry briefing session in accordance with Part B; or
  - (ii) fails to comply with any reasonable direction given by the Customer at the industry briefing session.

Unless the Customer otherwise agrees, persons attending the industry briefing session will not be permitted to take photographs at, or to record electronically any part of, the industry briefing session.

## 2.3 Use of information provided at industry briefing session

The industry briefing session will be conducted for the sole purpose of providing further background information about the RFT process and the procurement. Except to the extent confirmed by an Addendum issued by the Customer, Tenderers must not rely upon information provided at an industry briefing session in connection with:

- (a) the RFT process or preparing a Tender; or
- (b) if a Tenderer becomes the supplier for the Deliverables:
  - (i) entering into or negotiating a contract with the Customer;
  - (ii) the delivery of the Deliverables; or
  - (i) any activity or work under that contract.

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## 3 Site Inspections

### 3.1 No right to inspect sites relevant to delivery of Deliverables

A potential supplier must not inspect a site or sites relevant to the delivery of the Deliverables except in accordance with a site inspection (**Site Inspection**) arranged by the potential supplier with the Contact Officer. The Customer may refuse to allow Site Inspections.

### 3.2 Conduct of Site Inspections

The Customer may at its discretion do any of the following:

- (a) arrange or hold one or more Site Inspections;
- (b) limit the number of personnel who may attend a Site Inspection on behalf of a potential supplier;
- (c) cancel or suspend a Site Inspection;

- (d) exclude any person from attending a Site Inspection who:
  - (i) did not pre-register with the Contact Officer to attend the Site Inspection; or
  - (ii) fails to comply with any reasonable direction given by the person conducting the Site Inspection on behalf of the Customer.

Unless the Customer otherwise agrees, persons attending a Site Inspection will not be permitted to take photographs at, or to record electronically, any part of the site or sites to which the inspection relates.

### 3.3 Use of information provided at a Site Inspection

Except to the extent confirmed by an Addendum issued by the Customer, Tenderers must not rely upon information provided at Site Inspection by the Customer, or any person acting on behalf of the Customer in connection with:

- (a) the RFT process or preparing a Tender; or
- (b) if a Tenderer becomes the supplier for the Deliverables:
  - (i) entering into or negotiating a contract with the Customer;
  - (ii) the delivery of the Deliverables; or
  - (iii) any activity or work under that contract.

## Part D: Contract terms and conditions for delivery of Deliverables

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### 4 Contract

#### 4.1 Contract terms and conditions

- (a) The successful Tenderer (if any) will be required to enter into a contract (the **Contract**) with the Customer for the delivery of the Deliverables.
- (b) Subject to clause 4.1(c), the Contract will comprise:
  - (i) the PAHSMA Technology Contract Conditions – General Conditions: Version 2021-01' (the **PTCC General Conditions**);
  - (ii) completed General Contract Details;
  - (iii) any document which the General Contract Details states is to form part of the Contract;
  - (iv) any other documents which the Customer and the successful Tenderer agree should form part of the Contract.
- (c) The documents referred to in clause 4.1(b) will be amended, varied or supplemented by, as necessary, to give effect to:
  - (i) any Addenda issued by the Customer during the RFT process;
  - (ii) the Tender lodged by the successful Tenderer;
  - (iii) clarifications provided by the successful Tenderer during tender evaluation; and
  - (iv) the outcome of negotiations between the Customer and the successful Tenderer in relation to the terms and conditions to be included in the Contract.

**4.2 Contract formation**

- (a) No contractual relationship or other obligation arises between the Customer and a Tenderer, for the delivery of the Deliverables, until the Customer and the successful Tenderer formally exchange signed counterparts of the Contract. This clause applies despite any oral or written advice to a Tenderer that its Tender is successful or has been, or will be, accepted.
- (b) If the successful Tenderer fails to duly execute and exchange the Contract with the Customer within 20 Business Days of the date the Customer gives a copy of the Contract to that Tenderer, the Customer may unilaterally (and without penalty or any obligation to pay compensation) cancel its award of the Contract to the Tenderer. The Customer may then negotiate to enter into a Contract with next highest ranked Tenderer who is considered capable of delivering the Deliverables.

**4.3 PTCC General Conditions availability**

A copy of the PTCC General Conditions can be downloaded at [www.portarthur.org.au/tenders](http://www.portarthur.org.au/tenders) or a copy can be obtained from the Contact Officer.

**4.4 References to successful Tenderer**

For the purposes of this RFT, a reference to the 'successful Tenderer' refers to the Tenderer who:

- (a) lodged the Tender that achieves the highest score against the evaluation criteria in Part B of Attachment 5; and
- (b) is assessed by the Customer as being fully capable of undertaking the delivery of the Deliverables in accordance with the Contract.

**Part E: Lodgement of tenders, evaluation and complaints****5 Closing time for lodgement of Tenders**

The Closing Time for the lodgement of Tenders is shown in Part B. In accordance with clause 17.3(a)(v), the Customer may extend the Closing Time.

**6 Lodgement of a Tender****6.1 Lodgement options**

A Tenderer may only lodge a Tender in accordance with a tender lodgement method permitted in Part B. A Tender that is received by the Customer in a way not permitted by Part B may be excluded from evaluation.

**6.2 Tender Box lodgement requirements**

- (a) This clause 6.2 applies if Part B allows for lodgement of a Tender in the Customer's Tender Box as stated in Part B.
- (b) If a Tenderer lodges a Tender using the Customer's Tender Box as stated in Part B, the Tender must be:
  - (i) placed in the Tender Box before the Closing Time; or

- (ii) posted, or delivered by courier, to the Customer (at the address of the Tender Box shown in Part B), so that the Tender is received by the Customer before the Closing Time. The Customer will then place the Tender in the Tender Box.
- (c) A Tender lodged by placement in the Tender Box, or posted or delivered by courier to the Customer (at the address of the Tender Box shown in Part B), must be enclosed in a sealed envelope, or package, clearly marked with the following details:
  - (i) the Tender Box address (shown in Part B);
  - (ii) the unique reference ID for the RFT (shown on page 1 of this RFT);
  - (iii) the Closing Time for Tenders; and
  - (iv) the Tenderer's name and postal address.

### 6.3 Electronic lodgement using Tasmanian Government Tender website

- (a) This clause 6.3 applies if Part B allows for lodgement of a Tender using the Tasmanian Government's Tender website at <www.tenders.tas.gov.au> (the **Electronic Tender System**).
- (b) A Tenderer lodging a Tender using the Electronic Tender System must lodge the Tender using a format and the naming conventions set out in the following table. Failure to comply with the format or the naming conventions may result in the Tender not uploading successfully.

<b>Format requirements:</b>	Rich Text Format (RTF); Adobe Acrobat - Portable Document Format (PDF); Microsoft Word (DOC); Microsoft Excel (XLS); or Image Files (JPG, GIFF, TIFF).
<b>Naming conventions:</b>	File names must be in English. File names that contain a space, must have an underscore in the space's place (" _ "). File names must contain the Unique reference ID (shown on page 1 of this RFT), the name of the document and the Tenderer's name.

- (c) A single submission of combined file sizes for a Tender lodged using the Electronic Tender System must not exceed 500 megabytes (500Mb), with each individual file to be less than one hundred megabytes (100Mb). If a Tender exceeds the specified file size limits, the Tenderer must:
  - (i) lodge the Tender in separate parts not exceeding the file size limit, with each part to be clearly identified as part of the Tender;
  - (ii) lodge the Tender as a compressed (zip) file not exceeding the file size limit; or
  - (iii) lodge the Tender in another way permitted by this RFT.
- (d) The Electronic Tender System will not allow a Tender to be lodged after the Closing Time. Lodging a Tender using the Electronic Tender System must, therefore, be completed by the Closing Time.
- (e) If a potential Tenderer has problems using the Electronic Tender System, the Tenderer must notify the Contact Officer of this before the Closing Time.



- (f) A Tenderer using, or attempting to use, the Electronic Tender System to lodge a Tender:
  - (i) acknowledges that:
    - (A) the Customer does not warrant that unauthorised access to information and data transmitted via the internet will not occur; and
    - (B) if the Electronic Tender System is affected by System Failure, it may not be possible to successfully lodge a Tender using the Electronic Tender System; and
  - (ii) releases the Customer, and its personnel from, and indemnifies each of them against, all claims in connection with:
    - (A) any unauthorised access to information, or data, transmitted via the internet as part of a Tender; or
    - (B) any System Failure that prevents or delays the Tenderer lodging a Tender using the Electronic Tender System.
- (g) Lodgement (or the attempted lodgement) of a Tender, using the Electronic Tender System, is at the Tenderer's sole risk.
- (h) A Tenderer lodging a Tender using the Electronic Tender System warrants that it has taken reasonable steps to ensure that the Tender is free from Harmful Code. The Customer, at its discretion, may reject a Tender found to contain Harmful Code.

#### 6.4 Lodgement by email

- (a) This clause 6.4 applies if Part B allows for lodgement of a Tender by sending it by email to an email address specified in Part B for the lodgement of Tenders (the **Specified Email Address**).
- (b) A Tender lodged by email to the Specified Email Address must be received in the 'inbox' for the Specified Email Address by the Closing Time. The time a Tender is received in the 'inbox' for the Specified Email Address will be ascertained from the 'inbox'.
- (c) If a potential Tenderer has problems using the Specified Email Address, the Tenderer must notify the Contact Officer of this before the Closing Time.
- (d) A Tenderer lodging, or attempting to lodge, a Tender by sending it by email to the Specified Email Address:
  - (i) acknowledges that:
    - (A) the Customer does not warrant that unauthorised access to information and data transmitted via email will not occur; and
    - (B) if the Specified Email Address is affected by System Failure, it may not be possible to successfully lodge a Tender by email to that address; and
  - (ii) releases the Customer, and its personnel from, and indemnifies each of them against, all claims in connection with:
    - (A) any unauthorised access to information, or data, transmitted via email as part of a Tender; or
    - (B) any System Failure that prevents or delays the Tenderer lodging a Tender by email to the Specified Email Address.

- (e) Lodgement (or the attempted lodgement) of a Tender, using the Specified Email Address, is at the Tenderer's sole risk.
- (f) A Tenderer lodging a Tender using the Specified Email Address warrants that it has taken reasonable steps to ensure that the Tender is free from Harmful Code. The Customer, at its discretion, may reject a Tender found to contain Harmful Code.

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## 7 Tender received after Closing Time

- (a) A Tender that is received after the Closing Time will not be eligible for evaluation, or accepted, unless the Contact Officer is satisfied that:
  - (i) if the procurement pursuant to this RFT is a covered procurement, the sole reason for the Tender being received after the Closing Time was because of mishandling by the Customer; or
  - (ii) if the procurement pursuant to this RFT is not a covered procurement, acceptance of the Tender for evaluation will not compromise the integrity of the RFT process or provide an unfair advantage to the Tenderer who lodged that Tender, or the reason for the Tender being received after the Closing Time was because of mishandling by the Customer.
- (b) Mishandling does not include mishandling by a courier or mail service provider engaged by the person submitting the Tender.
- (c) A Tender received after the Closing Time and which is not eligible for evaluation, will be returned to the Tenderer unopened if sufficient address details are available to do so.

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## 8 Tenders generally

### 8.1 Information to be provided in Tender

A Tenderer should in its Tender:

- (a) provide all of the information and documents listed in Attachment 3;
  - (i) if the Tenderer's liability is limited under any scheme in force under any law relating to professional standards, the limit of the Tenderer's liability under that scheme; or
  - (ii) that the Tenderer's liability is not limited under any scheme in force under any law relating to professional standards; and
- (b) identify any parts of its Tender, or the Contract, which the Tenderer considers should be kept confidential and the reasons for doing so. (**IMPORTANT NOTE:** The Customer will only agree to parts of the Contract being kept confidential in accordance with the Tasmanian Government's policy in relation to confidentiality – see clause 13.)

### 8.2 Format of Tender

- (a) A Tender should be lodged using the Tender Form in Attachment 4.
- (b) An unnecessarily elaborate Tender beyond what is sufficient to present a complete and effective submission is neither desired nor required. Elaborate artwork and expensive visual and other presentation aids are not necessary.

- (c) Subject to clause 8.2(d), a Tender must be in the English language and legible. A Tender that is not in the English language and/or is illegible may be excluded from the RFT evaluation process.
- (d) An attachment to the Tender may be in a language other than English if the attachment is a document (or a copy of a document) issued by a third party in another country that does not have English as its official language.

### 8.3 Pricing

- (a) Unless otherwise required by the Tender Form or permitted by the Contract, prices must:
  - (i) be stated in Australian dollars;
  - (ii) be stated exclusive of GST; and
  - (iii) be inclusive of:
    - (A) all costs required to provide the Deliverables, including labour, materials, transport, freight, travel, overheads, out-of-pocket expenses, third party costs, profits and charges; and
    - (B) all other fees, duties (including customs duties), charges (including government charges) and taxes (other than GST) applicable to the Deliverables.

**(IMPORTANT NOTE:** The PTCC General Conditions allow for the Supplier to charge GST (where applicable) in respect of the Deliverables delivered in accordance with those conditions.)

- (b) Separate prices must be submitted for each item specified in the Tender Form. The failure to provide a price for all items specified in the Tender Form may result in a Tender being excluded from the RFT evaluation process.

### 8.4 Quantities

Unless otherwise specified, any quantities stated in this RFT are indicative only, and are not guarantees as to the quantity of Deliverables that will be sourced from the successful Tenderer. Indicative quantities may be used for assessment purposes only.

### 8.5 Standing Offer Arrangement

If the General Contract Details in Attachment 2 specifies that the Contract is a Standing Offer Arrangement, the Customer:

- (a) will not be required to purchase any Deliverables, or any particular volume of Deliverables, from the successful Tenderer who becomes the Supplier under the Contract except as specified in an order that the Customer gives to the Supplier in accordance with the Contract; and
- (b) may purchase or acquire other goods or services (of the same or a similar kind to the Deliverables) from any third person.

### 8.6 Tenderers to inform themselves

A Tenderer must, at its own expense, inform itself of all costs, circumstances, matters, and things relating to, or affecting, its Tender, the delivery of the Deliverables or the performance of the Contract. This includes:

- (a) compliance with all applicable laws;

- (b) the condition or accessibility of relevant site(s);
- (c) obtaining and considering any materials (including any documents or samples) referenced in this RFT and relevant to the Tender, the delivery of the Deliverables or the performance of the Contract; and
- (d) satisfying itself as to the correctness and sufficiency of this RFT.

### 8.7 Costs

- (a) A Tenderer is responsible for all costs in connection with the preparation or submission of its Tender, providing any clarification in relation to its Tender and/or negotiating or entering into any Contract with the Customer.
- (b) The Customer will not be liable for any cost, expense or liability, which may be incurred, paid or payable, by any Tenderer in connection with any of the matters referred to in clause 8.7(a).

### 8.8 Tender Validity Period

- (a) A Tender must remain open and valid for acceptance by the Customer for the Tender Validity Period. On expiry of the Tender Validity Period the Tenderer may withdraw its Tender by notice, in writing, to the Customer. At any time before the expiry of the Tender Validity Period, the Customer may request and obtain an extension to the Tender Validity Period.
- (b) The consideration given by the Customer to a Tenderer for the matters provided for in clause 8.8(a) is limited to the promise by the Customer to pay to that Tenderer the sum of \$1.00, if demanded.

### 8.9 Alternative Tenders

- (a) **General:** A Tenderer may submit an alternative proposal if the alternative proposal is clearly identified as an 'Alternative Tender' wherever it does not comply with the essential requirements of this RFT applicable to the Deliverables.
- (b) **Supplementary material to be included:** A Tenderer who submits an Alternative Tender must include any supplementary material, and associated prices, which demonstrates, in detail, that the alternative will fully achieve the essential requirements of this RFT applicable to the Deliverables.
- (c) **Novel and innovative offers are encouraged:** Tenderers are encouraged to offer options or solutions that, in a novel or innovative way, contribute to the Customer's ability to carry out its functions in a more cost-effective manner. These may relate to the functional, performance and technical aspects of the requirements or to opportunities for more advantageous commercial arrangements.
- (d) **No obligation to consider Alternative Tender:** The Customer reserves the right either to consider Alternative Tenders on their merits or not to consider them further.

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## 9 Evaluation of Tenders

### 9.1 Exclusion of Tenders from RFT evaluation process

- (a) Nothing in this clause affects the operation of clause 7 or clause 8.2(c).
- (b) A Tender may be excluded from the RFT evaluation process if there is evidence that the Tenderer (lodging that Tender):

- (i) has breached a provision of this RFT, and that breach, in the opinion of the Customer, has materially and adversely affected the integrity of the RFT process; or
  - (ii) has significant or persistent deficiencies in the performance of any substantive requirement or obligation under a prior contract or contracts.
- (c) A Tender may be excluded from the RFT evaluation process if there is supporting material that acceptance of the Tender on the terms submitted by the Tenderer:
- (i) would result in an unacceptable contract outcome for the Customer;
  - (ii) pose unacceptable risks to the Customer in relation to the Deliverables (including the intended use of the Deliverables); or
  - (iii) would result in a breach of an applicable law.

## **9.2 Evaluation against conditions for participation**

- (a) Tenders that are not excluded from the RFT evaluation process pursuant to clause 7, clause 8.2(c) or clause 9.1 will be assessed against any conditions for participation in Part A of Attachment 5.
- (b) If a Tender, or the Tenderer who lodged that Tender, does not satisfy any condition for participation in Part A of Attachment 5, at time of opening Tenders, the Tender will be rejected, and excluded from evaluation.

## **9.3 Evaluation against other criteria**

Tenders that are not excluded from the RFT evaluation process pursuant to clause 7, clause 8.2(c), clause 9.1 or clause 9.2, will then be evaluated, and scored against, the evaluation criteria and weightings in Part B of Attachment 5.

## **9.4 Negotiations and clarifications**

During the RFT evaluation process, the Customer may negotiate with, or seek clarifications from, one or more Tenderers who have submitted a Tender (being a Tenderer whose Tender has not been excluded from evaluation). If a Tenderer fails to provide a clarification within the time stipulated by the Customer, the Customer may nevertheless proceed to assess the Tender as originally submitted. A Tenderer cannot use the clarification or negotiation process to materially amend their Tender.

## **9.5 Contract Departures**

- (a) At the conclusion of the RFT evaluation process referred to in clause 9.3, the Customer may negotiate the Contract Departures (if any) proposed in the Tender lodged by the Tenderer:
  - (i) who lodged the highest ranked Tender (as scored against the evaluation criteria and weightings in Part B of Attachment 5); and
  - (ii) who the Customer has determined has the capability to deliver the Deliverables on terms acceptable to the Customer.
- (b) If the Customer and the Tenderer who lodged the highest ranked Tender are unable to reach agreement on the Contract Departures proposed in the Tender, the Customer:
  - (i) will not accept the Tender lodged by that Tenderer; and

- (ii) may negotiate with the Tenderer who lodged the next highest ranked Tender (scored against the evaluation criteria and weightings in Part B of Attachment 5).
- (c) The process set out in this clause 9.5 will be repeated until, if at all, the Customer is able to conclude a Contract with the Tenderer (who has lodged a Tender that has not otherwise been rejected or excluded from evaluation) who the Customer has determined that:
  - (i) is fully capable of delivering the Deliverables on terms acceptable to the Customer; and
  - (ii) will provide best value for money in accordance with the essential requirements for this RFT and the evaluation criteria in Part B of Attachment 5.
- (d) The Customer is not required to agree with a Tenderer any material Contract Departures that are not set out in the Tender lodged by the Tenderer.
- (e) For the avoidance of doubt, nothing in this clause 9.5 requires the Customer to enter into a contract for the delivery of the Deliverables on terms and conditions that are not acceptable to the Customer.

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## 10 Debriefing

### 10.1 Request for debriefing

Unsuccessful Tenderers are encouraged to request a debriefing from the Customer to discuss the reasons for their non-selection. A Tenderer who would like a debriefing should contact the Contact Officer.

### 10.2 Timing for debriefing

If requested to do so, the Customer will provide a debriefing for an unsuccessful Tenderer after either:

- (a) a contract for the delivery of the Deliverables been executed pursuant to the RFT process; or
- (b) the Customer decides not to enter into contract after the conclusion of the RFT process.

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## 11 Complaints process

A Tenderer may lodge a complaint if the Tenderer believes the RFT process has not complied with PAHSMA's procurement policies. Complaints can be forwarded to [tenders@portarthur.org.au](mailto:tenders@portarthur.org.au).

## Part F: Tasmanian Government procurement policies

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### 12 Professional Standards Act 2005 (Tasmania)

- (a) In this clause 12, **Act** means the *Professional Standards Act 2005* (Tas).

- (b) The PTCC General Conditions include provisions to the following effect:
- (i) If no scheme (for the purposes of the Act) applies to the Supplier, the Supplier waives all present and future rights, as against the Customer, to claim any limitation of liability provided by any future scheme, in connection with claims concerning or arising out of the Contract.
  - (i) If a scheme applies to the Supplier as at the date of the Contract:
    - (A) the level of the Supplier's liability under the Contract will be limited by the scheme and the Act;
    - (B) if required by the Customer, and to the extent that the scheme allows, the Supplier must obtain approval under the scheme for a level of liability not lower than the level (if any) stated in the Contract.

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### 13 Confidentiality in Government contracts

- (a) In this clause:
- accountable authority** has the same meaning as in the *Financial Management Act 2016* (Tas).
- Confidentiality Provision** means a provision that, if included in a contract, would restrict or prohibit the capacity of any party to that contract to lawfully disclose any term of, or other information in or concerning, the contents of, that contract.
- TI C-1** means Treasurer's Instruction C-1 issued under the *Financial Management Act 2016* (Tas).
- (b) Except in accordance with TI-C1, the Contract will not include any Confidentiality Provision. Where inclusion of a Confidentiality Provision is approved in accordance with TI C-1, the terms of the contract will be drafted to give effect to the decision of the accountable authority, including any decision on any limit on the period of confidentiality.
- (c) The restriction on Confidentiality Provisions does not apply to:
- (i) pre-contract information which passes between the parties in order to enable the Contract to be performed; or
  - (ii) the services or products that flow from the performance of the Contract, including information that is brought into existence pursuant to the Contract.
- (d) Subject to any Confidentiality Provision included in the Contract, a party to the Contract may publish all or any part of the Contract without reference to another party.

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### 14 Zero tolerance towards violence against women

The PTCC General Conditions include provisions to the following effect:

- (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 psychological harm or suffering to women'.
- (b) The Customer upholds a zero tolerance policy towards violence against any person in the workplace. The Supplier must uphold a zero tolerance policy towards violence against any person in the workplace in its interaction with the Customer's employees, and in the performance of the Contract.
- (c) The Supplier must, and will take reasonable measures to ensure that the Supplier's Personnel, at all times in the performance of the Contract act in a manner that is non-threatening.
- (d) If the Supplier reasonably believes that any Supplier's Personnel, involved in the performance of the Contract, is failing to comply with the behavioural standards specified in this clause, then the Customer may:
  - (i) prohibit access by the relevant Supplier's Personnel to any premises occupied or used by the Customer; and
  - (ii) direct the Supplier to withdraw the relevant Supplier's Personnel from being involved in the performance of this Contract.
- (e) The Supplier must, at its cost, comply with a direction given by the Customer in accordance with paragraph (d).

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## 15 Dumped Goods

The PTCC General Conditions include provisions to the following effect:

- (a) The Supplier must not supply any Goods that are Dumped Goods.
- (b) If the Supplier breaches paragraph (a), the Customer may by notice, in writing to the Supplier, terminate the Contract and reject any Goods that have already been delivered by the Supplier. If the Customer so elects, the following provisions apply:
  - (i) Any Loss suffered by the Customer (including any difference in price between the cost of acquiring goods in substitution for the rejected Goods) will be a debt due by the Supplier to the Customer.
  - (ii) The Customer will not be liable for any Loss suffered by the Supplier or liable to make any payment for the rejected Goods.
  - (iii) The Supplier must:
    - (A) immediately refund to the Customer any payment previously made for the Goods that are rejected;
    - (B) at its cost, collect and remove the rejected Goods from the Customer as soon as practicable. If the Supplier fails to collect the rejected Goods within five Business Days of the Goods being rejected, the Customer may, at the Supplier's expense, either store the Goods until collected by the Supplier or return the rejected Goods to the Supplier.
- (c) In this clause **Dumped Goods** means:
  - (i) goods imported into Australia at less than their normal value; or



- (ii) goods that are subject to any dumping duty under a law of the Commonwealth of Australia.

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## **16 Economic and Social Benefits Statement**

- (a) The Tasmanian Government is committed to ensuring expenditure by the Government on goods and services provides a corresponding benefit to the Tasmanian community, where possible.
- (b) As part of this commitment, Tenderers are requested to provide an Economic and Social Benefits Statement as part of their Tender outlining how the Tenderer's proposed delivery of the Deliverables will provide a potential positive impact on the Tasmanian economy and wider community if the Tenderer becomes the Supplier. A template for completing an Economic and Social Benefits Statement is included in Attachment 6.
- (c) The Economic and Social Benefits Statement submitted by a Tenderer will be scored in accordance with the evaluation criteria in Attachment 5 and will contribute 30% towards the evaluation of the Tender submitted by the Tenderer.
- (d) Tenderers who decide not to submit an Economic and Social Benefits Statement, as part of their Tender, will receive a zero score in relation to the Tender evaluation criterion applicable to the Economic and Social Benefits Statement.

## **Part G: Additional conditions related to RFT process**

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### **17 Additional conditions applicable to RFT process**

#### **17.1 Intellectual property rights in, and use of, RFT**

This RFT remains the property of the Customer and may only be used for the purpose of preparing a Tender.

#### **17.2 Documents**

- (a) All Tenders become the property of the Customer.
- (b) Despite any copyright or other intellectual property right that subsists in a Tender, each Tenderer licenses the Customer to reproduce the whole or any part of its Tender for the purposes of evaluation.
- (c) The Customer may include in the Contract, as required, any parts of the Tender (and any clarifications) lodged by the successful Tenderer.

#### **17.3 Customer's discretions, rights and powers**

- (a) The Customer reserves the right in its absolute discretion (and without limitation to any other right it may have) to do any one more of the following as it thinks fit at any time, without giving any reasons:
  - (i) to suspend, discontinue or abandon the RFT process;
  - (ii) to withdraw, vary, supplement, update, amend or replace this RFT;
  - (iii) vary, amend or terminate the RFT process;
  - (iv) to issue an Addendum;

- (v) to extend the Closing Time;
  - (vi) in the evaluation of Tenders:
    - (A) to have regard to the knowledge and previous experience and dealings of the Customer with a Tenderer or any Related Party of a Tenderer;
    - (B) to have regard to information about past and current performance of a Tenderer, or any Related Party of a Tenderer, under any contract, arrangement or dealing with the Customer or other government entities;
    - (C) to obtain, and rely upon, advice from any third party in respect of any legal, technical or financial matter,
      - but in each case, only to the extent relevant to the evaluation criteria;
  - (vii) to publish the names of Tenderers;
  - (viii) to rely on publicly available information relating to a Tenderer as part of the evaluation process relevant to the evaluation criteria;
  - (ix) not to enter into any contract for the delivery of the Deliverables (including where the Customer determines that it is not in the public interest to award a contract); or
  - (x) to take such other action as it considers, in its absolute discretion, appropriate in relation to the RFT process.
- (b) If the Customer is notified of, or otherwise discovers an ambiguity, discrepancy, error or omission in this RFT, the Customer may, in its absolute discretion, direct the RFT Recipients, in writing, as to how to resolve the ambiguity, discrepancy, error or omission.
  - (c) Any discretion of the Customer under, or in connection with, this RFT or the RFT process is an absolute discretion. This clause applies even irrespective of whether or not the discretion is expressed to be absolute.
  - (d) No person is entitled to enquire into the basis of the exercise (or failure of the Customer to exercise) the Customer's discretions in this clause 17.3.

#### **17.4 Investigations**

- (a) The Customer may conduct independent investigations regarding a Tenderer and the information contained in its Tender. The Customer may take into account any matters revealed as a result of such investigation in evaluating Tenders to this RFT in accordance with the evaluation criteria.
- (b) By submitting a Tender, a Tenderer (including its directors, officers and any person referred to in its Tender as part of the Tenderer's team), consents to such investigations being conducted. This may include:
  - (i) investigations into probity and security issues, commercial structure, business and credit history, prior contract compliance and performance and any criminal records or pending charges; and
  - (ii) interviews with any referees and research into any activity that is or might reasonably be expected to be the subject of criminal or other regulatory investigation.

- (c) The Customer will be under no obligation to provide Tenderers with details of the results of its investigations.

#### 17.5 Confidentiality of Tender to be preserved

- (a) The Customer and a Tenderer must hold the Tender of that Tenderer in confidence, so far as the law allows, except if:
  - (i) the information is available to the public generally, other than by breach of this obligation;
  - (ii) a law requires a party to file, record or register something that includes information in the Tender;
  - (iii) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
  - (iv) it is necessary or advisable to make disclosure to a taxation or fiscal authority;
  - (v) it is necessary to provide the information in answer to a question asked of a Minister in the Parliament, or otherwise to comply with a Minister's obligations to Parliament; or
  - (vi) it is disclosed on a confidential basis to a party's professional advisers:
    - (A) to get professional advice about RFT process; or
    - (B) to otherwise consult such professional advisers.
- (b) The Customer may include in the Contract parts of the Tender (and any clarifications) lodged by the successful Tenderer.

#### 17.6 Public access to information

The Customer does not warrant, or make any representation to the effect that, a Tender will be exempted from disclosure under the RTI Act. A Tenderer will not be entitled to make any claim in relation to any actions taken in relation to, or under, the RTI Act in relation to a Tender.

#### 17.7 Anti-competitive Conduct

- (a) A Tenderer must not engage, and must ensure that no person acting on behalf of the Tenderer engages, in any Anti-competitive Conduct in relation to the procurement process in respect of this RFT.
- (b) For the purposes of clause 17.7(a) **Anti-competitive Conduct** includes any act, omission or thing done, or omitted to be done, with the intention of reducing free and fair competition in relation to the tender process for this RFT. The expression also includes any of the following:
  - (i) any agreement, arrangement or understanding between Tenderers as to who should be the successful Tenderer;
  - (ii) if the Customer is not present, any meetings of Tenderers to discuss the preparation or submission of a Tender (other than a Tender to be submitted as a Joint Bid);
  - (iii) any agreement, arrangement or understanding for the giving of any benefit (including the payment of money) to an unsuccessful Tenderer by the successful Tenderer;

- (iv) any agreement, arrangement or understanding between Tenderers to fix prices or otherwise collaborate in relation to Tenders (other than a Tender to be submitted as a Joint Bid);
- (v) any assistance to any Tenderer to submit a Tender that is intended to be uncompetitive, and therefore unlikely to be accepted by the Customer.

### **17.8 Influences**

- (a) Without limiting any other provision of this RFT, Tenderers must not seek to influence:
  - (i) the Customer;
  - (ii) any of the Customer's authorities, agencies, contractors, employees, agents or advisors; or
  - (iii) any Minister of the Crown in right of Tasmania,
 in relation to the procurement process in relation to this RFT (including by making payments or by the provision of favours, gifts, entertainment or other acts which could be construed as special treatment).
- (b) At the absolute discretion of the Customer, any breach of this clause 17.8 by a Tenderer may lead to exclusion of that Tenderer from the RFT process.

### **17.9 Change in circumstances**

- (a) Tenderers must inform the Customer promptly in writing of any material change to any of the information contained in its Tender, and of any material change in circumstance which may affect the completeness or accuracy of any information provided in, or in connection with, the Tender to this RFT.
- (b) The Customer may also require Tenderers to confirm in writing that no such material change has occurred.
- (c) Nothing in this clause 17.9 permits a Tenderer to modify its Tender.

### **17.10 Conflicts of Interest**

Tenderers must, in writing to the Customer, make full, frank and prompt disclosure of any actual or potential Conflict of Interest in relation to themselves or any of the Tenderer's Related Parties.

### **17.11 No implied terms**

No term or condition will be implied into this RFT.

### **17.12 No legal relationship**

- (a) The documents issued by the Customer in connection with the procurement (including this RFT) do not:
  - (i) constitute an offer capable of acceptance; or
  - (ii) create a process contract.
- (b) Other than the obligations of Tenderers, no legal or other relationship or obligations will arise between any Tenderer and the Customer or any of its respective officers, employees, advisors, contractors or agents (unless and until a Contract is signed between the successful Tenderer and the Customer).
- (c) The rights, powers and discretions of the Customer under this RFT are not pursuant to any contract between the Customer and any RFT Recipient but rather

are rights, powers and discretions that the Customer has as part of the procurement process.

### **17.13 Customer liability**

- (a) The Customer has no obligations or liabilities to any RFT Recipient except to the extent expressly set out in this RFT and will not be liable for any claim by a Tenderer arising from or in connection with:
  - (i) any costs, expenses or loss which may be incurred by any person in the preparation of a Tender or otherwise in connection with the RFT process;
  - (ii) the Customer exercising or failing to exercise, in its absolute discretion, any discretion or right it has under or in connection with this RFT;
  - (iii) any error or omission in this RFT or any information provided to or received by a Tenderer from any person in connection with the procurement process; or
  - (iv) any of the matters or things in respect of which a Tenderer must satisfy itself under this RFT.
- (b) To the maximum extent permitted by law, any obligations and/or liabilities in connection with this RFT which may otherwise be implied or imposed on the Customer under contract, in equity, by statute or otherwise are excluded.

### **17.14 Acknowledgements**

Each Tenderer acknowledges and agrees that:

- (a) the Customer is not responsible for, and makes no representation or warranty in respect of, the contents of this RFT, including the accuracy, adequacy, suitability or completeness of any information contained or referred to in this RFT or of any other information provided to or received by the Tenderer from any person in connection with the procurement to which this RFT relates;
- (b) the Customer does not accept or owe a duty of care to Tenderers with respect to this RFT; and
- (c) it will make its own independent investigations and evaluations and will conduct its own due diligence of the information contained or referred to in this RFT or other information provided to or received by the Tenderer from any person, including the obtaining of appropriate legal, financial and other expert advice in relation to such information.

### **17.15 Customer's consent**

Wherever the Customer's consent is required under this RFT, consent may be:

- (a) given or withheld by the Customer in the Customer's absolute discretion; and
- (b) given subject to such conditions as the Customer may determine.

### **17.16 Governing law**

This RFT and the procurement process will be governed by the laws of Tasmania. Each RFT Recipient and Tenderer irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Tasmania.

### **17.17 Severance**

If anything in this RFT is unenforceable, illegal or void, then it is severed and the remainder of this RFT remains in force.

## Part H: Glossary and interpretation

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### 18 Glossary and interpretation

#### 18.1 Defined terms

In this RFT, unless the context otherwise requires:

**ABN** means an Australian Business Number for the purposes of the *A New Tax System (Australian Business Number) Act 1999* (Cwlth).

**accountable authority** – see clause 13(a).

**Addendum** means a document stated to be an Addendum (for the purposes of this RFT) which is issued, before the Closing Time, by the Customer for the purpose of amending or clarifying this RFT.

**Business Day** – see clause 24.1 of the PTCC General Conditions.

**Closing Time** means the time by which a Tender must be lodged to be eligible for evaluation. The Closing Time may be extended by the Customer.

**Confidentiality Provision** – see clause 13(a).

**Conflict of Interest** means any relationship, circumstance, matter or thing which may, or may appear to, affect:

- (a) the integrity and fairness of the RFT process; or
- (b) the ability or capacity of the Tenderer to perform the Contract diligently and independently.

**Contact Officer** means the person named as the Contact Officer in Part B. The expression also includes any substitute Contact Officer appointed, for the purposes of this RFT, by the Customer.

**Contract** – see clause 4.1(a). The Contract will comprise the General Contract Conditions, the General Contract Details and the other documents referred to in clause 4.1(b).

**Contract Departure** means any departure, amendment, qualification, limitation, assumption or exclusion relating to the PTCC General Conditions and/or the General Contract Details.

**Corporations Act** means the *Corporations Act 2001* (Cwlth).

**covered procurement** has the meaning given to that expression in the Treasurer's Instructions issued under the *Financial Management Act 2016* (Tas).

**Crown** means the Crown in right of Tasmania.

**Customer** – see Part B.

**Deliverables** means, in relation to this RFT, the goods and/or services required by the Customer, and in respect of which the Customer is seeking Tenders pursuant to this RFT.

**GBE or Government Business Enterprise** – is a state government owned entity that operates as a commercial business while remaining under government ownership and control.

**Electronic Tender System** – see clause 6.3(a).

**entity** means any legal entity recognised as an entity for the purposes of the law. The expression includes a natural person, a body corporate and a body politic.

**GST** means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

**General Contract Details** means, as the context requires:

- (a) the General Contract Details included in Attachment 2; and
- (b) the General Contract Details to be included in the Contract in accordance with clause 4.1(b).

**Harmful Code** includes:

- (a) any virus, denial of service, disabling or malicious device or code, 'worm', 'trojan', 'time bomb', or other harmful or destructive code, but does not include any 'software lock' or other technical mechanism that is included to manage the proper use of any software;
- (b) any code that allows any person to remotely monitor any activity of, or collect any data about, the Customer or any person dealing with the Customer.

**Joint Bid** means a single Tender lodged jointly by, or on behalf of, two or more entities.

**Related Party** means, in respect of an entity, another entity which is a related body corporate (as defined by sections 9 and 50 of the Corporations Act) or an associate (as defined by sections 10 to 17 of the Corporations Act) of that first mentioned entity.

**RFT or Request for Tender** means this document requesting tenders, and includes of its attachments and Addenda.

**RFT process** means the process of lodging, receiving and evaluating Tenders, and other activities connected with the RFT.

**RFT Recipient** means an entity that has downloaded the RFT from the Tasmanian Government's Tenders website, or obtained a copy from the Contact Officer.

**RTI Act** means the *Right to Information Act 2009* (Tas).

**Site Inspection** – see clause 3.1.

**Specified Email Address** – see clause 6.4(a).

**Standing Offer Arrangement** means an arrangement, for the purposes of the Contract, pursuant to which the Supplier must only deliver Deliverables to the Customer in accordance with orders made by the Customer.

**Standing Offer Period** means the period during which, for the purposes of a Standing Offer Arrangement, the Supplier is required to deliver Deliverables to the Customer in accordance with an order made by the Customer.

**Supplier** means a successful Tender who enters into a Contract with the Customer to deliver the Deliverables.

**System Failure** means, in relation to the Electronic Tender System, or a Specified Email Address, an outage, fault or delay, occurring for any reason, that affects its use, performance, accessibility or operation, including:

- (a) technical difficulties or faults with any related software, equipment or systems; or

- (b) any outages, faults or delays with the internet, or other infrastructure, involved in the transmitting, or the receipt, of any document, data or information (including an email).

**PTCC General Conditions** – see clause 4.1(b)(ii).

**Tender** means a tender responding to this RFT lodged with the Customer.

**Tender Validity Period** means the period stated Part B, and which may be extended in accordance with clause 8.8.

**Tenderer** means an entity that lodges a Tender in response to this RFT.

## 18.2 Interpretation

In this RFT, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this RFT have a corresponding meaning;
- (d) subject to any transitional legislation providing otherwise, a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (e) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (f) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words.

## 18.3 Headings

Headings are included for convenience only and do not affect the interpretation of this RFT.



## Attachment 1: Background information about the procurement

### **About the Port Arthur Historic Site Management Authority**

Port Arthur Historic Site Management Authority (PAHSMA) is a Tasmanian Government Business Enterprise (GBE) governed by a Board of Directors. It is responsible for managing and developing visitor experiences and preserving three significant historical locations combined as the Port Arthur Historic Sites, part of the Australian Convict Sites World Heritage Property.

### **About Port Arthur Historic Sites**

Port Arthur Historic Sites comprises three distinct sites in southern Tasmania which attract about 370,000 visitors per year with a commercial revenue of \$20.6 million.

1. **Port Arthur Historic Site, Port Arthur** – Port Arthur was a key part of the colonial system of discipline. It is open seven days a week (except Christmas day) and offers a range of tours and visitor experiences including a harbour cruise, guided tours, ghost tours and access to over 30 buildings and ruins over 40 hectares of grounds and gardens. Access to the site is via the visitor centre with retail and food and beverage outlets. [Home - Port Arthur Historic Site](#)
2. **Cascades Female Factory, Hobart** – Cascade Female Factory is the most significant site in Australia associated with the story of female convicts. It is open seven days a week (except Christmas day) and offers a range of tours and visitor experiences. Access to the site is via a visitor centre with a retail outlet. [Cascades Female Factory | Book your Tour of the Historic Convict Site](#)
3. **Coal Mines Historic Site, Saltwater River** – The Coal Mines formed part of the system of convict discipline and punishment on the Tasman Peninsula. No bookings are required and entry is free. Therefore, it is out of scope for this procurement. [Home - Coal Mines Historic Site](#)

### **Introduction to the Procurement**

The purpose of this document is to invite qualified suppliers to submit proposals for the procurement of a new Ticketing System Solution to be implemented by PAHSMA. This system is intended to replace the current ticketing system which was implemented in 2015.

PAHSMA's current ticketing system offers a customisable solution for Port Arthur Historic Sites' operations, combining ticketing, retail and food and beverage into a single system. It is used to manage daily tasks performed across PAHSMA sites. It is designed to manage ticketing including site entry, optional tours, group bookings; retail operations, food and beverage point of sales (POS), stock management; and financial management and reporting.

### **Context & Scope of Procurement**

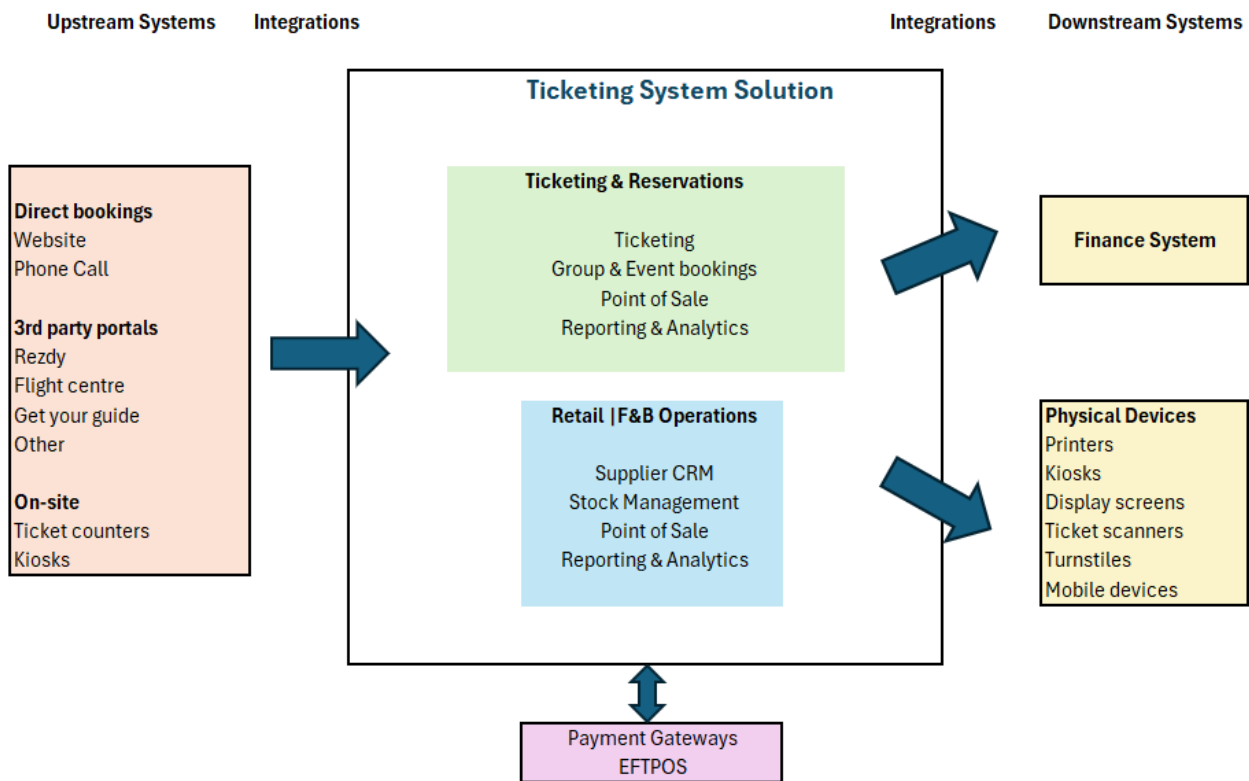
The primary focus of this procurement is the acquisition of a comprehensive ticketing and reservation system. As PAHSMA's current system also manages more than ticketing and reservations, there is a secondary requirement for a replacement retail, and food & beverage management solution. This secondary requirement is not a core component of this tender, and vendors who provide ticketing-only systems are strongly encouraged to submit proposals. For vendors with systems which incorporate retail and food & beverage functionality, there is a separate list of requirements, which will be considered when making a decision about the best overall solution.

Key features and functionalities include:

- **Ticketing & Reservation** - Administration of tour products, ticket availability through websites and 3<sup>rd</sup> party booking platforms, capacity management of tours, product and price scheduling tasks.
- **Reporting & Analytics** - Features and tools that help to generate and analyse operational and performance-based reports for better decision making.
- **Financial Management** – Features and tools that help to process customer payments and banking transactions and, for systems with additional functionality, manage purchase order information and agent invoicing.
- **Retail, Food and Beverage** (if applicable) - Administration of retail, food and beverage products at multiple locations including food vans. Also includes managing restaurant bookings, POS transactions, price scheduling and menu creation. Some additional functionality would include managing stock and supplier information to enhance order processing.

### Indicative Solution

PAHSMA intends to procure a commercial off the shelf ‘As a Service’ software solution to meet its operational requirements. The following diagram illustrates, at a high-level, the components expected to make a ‘whole’ solution and indicative integrations to external systems or solutions.



### System Users

There are approximately 100 operational and administrative users of the proposed solution, which include:

- Ticketing operators
- Reservation staff
- System administrators

- Retail assistants
- Food and beverage operators
- Warehouse officers

Number of concurrent users	Up to 25 concurrent system users which includes: up to 5 administrative users up to 10 ticketing operators up to 5 food and beverage operators up to 5 retail operators
Expected number of financial transactions	>600 in a single hour >3000 in a single day >60,000 in a single month
Number of tickets processed	PAHSMA has up to 370,000 visitors per year. Suitable system should be able to manage upwards of 500,000 tickets.

## Attachment 2: General Contract Details

### IMPORTANT NOTES:

- A.** Potential Tenderers should carefully review the General Contract Details. Among other things, the General Contract Details:
- sets out the key variable contract details relevant to the application and operation of the PTCC General Conditions to the procurement;
  - may modify the PTCC General Conditions as they apply to the delivery of the Deliverables and in other respects; and
  - may include additional terms and conditions of contract which will apply to the Contract.
- B.** The General Contract Details must be read in conjunction with the PTCC General Conditions.
- C.** Some parts of the General Contract Details can only be completed *after* the successful Tenderer is known. Parts of the General Contract Details which are to be completed after the successful Tenderer is known include a 'Post Tender Contract Drafting Instruction' setting out how the part is to be completed.
- D.** Nothing in these notes affect or limit the operation of clause 4.1(c).

Refer to PTCC Contract Details Attached.

## Attachment 3: Information to be provided by Tenderer(s)

A Tenderer submitting a Tender is required to provide the following information and documents as part of its Tender:

Item No.	Information and/or document description
1.	<p><b>Tenderer details:</b>            Name:            ACN (if applicable):            ABN (if applicable):            Postal address:            Email address:            Telephone number:</p>
2.	If the Tenderer is submitting its Tender acting in its capacity as trustee of a trust, details of that Trust.
3.	If the Tenderer does not have an ABN, the reason(s) why the Tenderer does not have an ABN. ( <b>IMPORTANT NOTE:</b> If the Tenderer does not have an ABN, the Customer may be required to withhold tax from payments made under the Contract.)

A Tenderer, in its Tender, should also respond to the evaluation criteria in Attachment 5.

A Tenderer should also respond in its Tender to each of the following 'Tender Response Schedules' annexed to this RFT:

Item	Tenderer Returnable	Location and/or Expected File Name	Type of Document Expected	Description	Template Provided
1.	Tender Form	<b>Template at:</b> Attachment 4	Word	The Tender Form.	Yes
2.	Economic and Social Benefits	<b>Template at:</b> Attachment 6  <b>Indicative File Name:</b> <<Tenders Name >> – Economic and Social Benefits Statement	Word		Yes

Item	Tenderer Returnable	Location and/or Expected File Name	Type of Document Expected	Description	Template Provided
3.	Functional Requirements	<b>Template at:</b> Attachment 7 <b>Indicative File Name:</b> <<Tenders Name >> – Functional Requirements	Excel	This attachment details the functional requirements in the following tabs: <ul style="list-style-type: none"> <li>- Ticketing &amp; Reservations</li> <li>- Retail   Food &amp; Beverage</li> <li>- Reporting</li> </ul> Tenderers are required to fill in the Excel spreadsheet as detailed in the instructions within it. Note: Tenderers not offering support for Retail, Food and Beverage need not complete the Retail, Food and Beverage tab.	Yes
4.	Non Functional Requirements	<b>Template at:</b> Attachment 8 <b>Indicative File Name:</b> <<Tenders Name >> – Nonfunctional Requirements	Excel	Tenderers are required to fill in the Excel spreadsheet as detailed in the instructions within it.	Yes
5.	Pricing Schedule	<b>Template at:</b> Attachment 9  <b>Indicative File Name:</b> <<Tenders Name >> – Pricing Schedule	Excel	Tenderers are required to complete the 'Pricing Schedule' Excel template. The pricing schedule should be used to separate out one-off (i.e. project), and ongoing (i.e. licensing, transaction, support & maintenance) costs. Tenderers may separate their costings by individual solutions components (or alternative add-ons). Tenderers must also provide a rate card for standard service such as project management, technical specialist, trainer etc.	Yes



## Attachment 4: Tender Form

## TENDER FORM

### SUPPLY OF Ticketing System Solution

<b>RFT Unique Reference ID:</b>	8-TIK T2117
<b>RFT issue date:</b>	4 <sup>th</sup> October 2024

#### Important notes and instructions:

- (a) In this Tender Form, 'RFT' means the RFT described above.
- (b) Terms defined in the RFT (or in documents referred to in the RFT) have the same meanings when used in this Tender Form.
- (c) This Tender Form, when duly completed and lodged with the Customer in accordance with the RFT, is a Tender for the purposes of the RFT.
- (d) Additional rows (if required) may be added to a table in this Tender Form.
- (e) An attachment to this Tender Form should be marked as follows:  
 'This is Attachment [##] to the Tender submitted by [##]. RFT Unique Reference ID: [##]'.

**TO:**           **The Crown in Right of Tasmania**  
 (acting through Port Arthur Historic Site Authority  
 (the **Customer**))

**FROM:**

(INSERT NAME OF TENDERER – INCLUDE ABN and ACN IF APPLICABLE)  
 (the **Tenderer**)

#### 1. OFFER BY TENDERER

The Tenderer offers to supply the Customer the Deliverables in accordance with, and subject to,:

- (a) the RFT;
- (b) this Tender Form (as submitted by the Tenderer to the Customer);
- (c) the documents that are to comprise the Contract for the purposes of the RFT including:
  - (i) the Contract Information Table included in the RFT;
  - (ii) any documents to be incorporated in the Contract in accordance with the Contract Information Table;
  - (iii) the General Conditions of Contract referred to in the RFT;
  - (iv) the Specification (if any) attached to the RFT; and
- (d) the Addenda (if any) issued by the Customer and listed in the following table:

No.	Addenda number, date and description
1.	



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2.

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**Tenderers are requested to provide their pricing information in Attachment 9 – Pricing Schedule**

**Important notes:**

- (a) If the Tender is for a lump sum amount and that Tender is accepted by the Customer, the lump sum offered by the Tenderer becomes the Price for the purposes of the Contract.
- (b) The following provisions apply if the price offered by the Tenderer is to be calculated using rates:
  - (i) The Tenderer must insert its quoted rate for each item description shown in the table above.
  - (ii) The 'Amount' to be shown for each item in the table is the amount arrived at by multiplying the Tenderer's quoted rate by the stated 'Quantity'. The quantities stated in the table above may be indicative only.
  - (iii) The correctly extended 'Amounts' and 'Total' will be used to evaluate Tenders.
  - (iv) If the Customer accepts the Tender, submitted by the Tenderer, the Price for the purposes of the Contract will be the amount calculated in accordance with the schedule of rates based on the actual quantities supplied to the Customer in accordance with the Contract.

**2. INFORMATION AND/OR DOCUMENTS SUBMITTED BY TENDERER**

The Tenderer submits the following information and documents as part of its Tender (including the documents required by Attachment 3 of the RFT):

No.	Information and/or document description (if a document is listed, specify the number of pages)
1.	<b>Tenderer details:</b> Name: ACN (if applicable): ABN (if applicable): Postal address: Email address: Telephone number:
2.	For the purposes of the Contract, the Tenderer's details for the service of Notices will be as follows: Postal address: Email address: Attention:

3. CERTIFICATION (APPLICATION OF PROFESSIONAL STANDARDS SCHEME)

**Instruction:** Refer to the options below. The Tenderer should delete the inapplicable option. If Option 2 is deleted, then the Tenderer must complete the details required for Option 1.

**Option 1 ~**

The Tenderer certifies that the Tenderer's liability is limited under any scheme in force under any law relating to professional standards.

The name of the scheme is:   
(INSERT NAME OF SCHEME)

The limit of the Tenderer's liability under that scheme is: \$   
(INSERT LIMIT OF LIABILITY)

**Option 2 ~**

The Tenderer's liability is not limited under any scheme in force under any law relating to professional standards

4. CONTRACT DEPARTURES

The Tenderer's offer is subject to the following Contract Departures:

No.	Details of proposed Contract Departure	Rationale	Category*
1.	<i>[Detail the proposed change to the contract, either by describing it or proposing specific drafting]</i>	<i>[Explain the rationale for the proposed change to the contract]</i>	<i>[See below]</i>
2.			

\* Please categorise each change as follows:

- 1 – if the change is not agreed by the Customer, it would result in the Tenderer's inability to execute the contract
- 2 – the change is important, but does not fall into category 1
- 3 – the change is desirable, but does fit into category 1 or 2
- 4 – the change is of a drafting nature only

5. TENDER VALIDITY PERIOD

In consideration of the Customer promising to pay to the Tenderer the sum of \$1.00, if demanded, the Tenderer agrees that the Tender will remain valid, and capable of acceptance, for the Tender Validity Period, during which the period the Tenderer cannot withdraw or vary its Tender.

6. STATEMENT AS TO CONFLICTS OF INTEREST

The Tenderer warrants that the Tenderer does not, and none of its Related Parties, have any actual or potential Conflict of Interest, as at the date of this Tender, except for those (if any) set out in following table:

No.	Details of actual or potential Conflict of Interest
1.	
2.	

7. DECLARATION

The Tenderer represents and warrants to the Customer that:

- (a) Before lodging this Tender, the Tenderer obtained and read a copy of the PAHSMA Technology Contract Conditions (PTCC) – General Conditions: Version 2024-01
- (b) The Tenderer has not, and none of its Related Parties, have engaged in any conduct that would be a breach of clauses 17.7 or 17.8 of the RFT.
- (c) The Tenderer has otherwise complied with the RFT.
- (d) All information submitted by the Tenderer is true and correct.
- (e) This Tender has been diligently prepared by the Tenderer, and the Customer may rely upon the Tender and all information submitted as part of the Tender.

Dated:

**Signing by Tenderer who is an individual**

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

Tenderer's signature: →		Witness' signature: →	
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	*Witness print name:	
--	----------------------	--

	*Witness print address:	
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\*Use BLOCK LETTERS

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**Signing by Tenderer that is a company**

Signed by the Tenderer 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

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**Signing by Tenderer that is a partnership**

Signed on behalf of the Tenderer by the partner named below in the presence of the witness named below:

Partner's signature: →		Witness' signature: →	
And who warrants that he/she has authority to sign on behalf of the partnership			
*Print name:		*Witness print name:	
		*Witness print address:	

\*Use BLOCK LETTERS

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**Signing by Tenderer that executes by an agent**

Signed on behalf of the Tenderer by its agent the presence of the witness named below:

Signature of agent: →		Witness' signature: →	
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And who warrants that he/she has authority to sign as an agent on behalf of the Tenderer

*Print name and position:		*Witness print name:	
		*Witness print address:	

\*Use BLOCK LETTERS

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## Attachment 5: Conditions for participation and evaluation criteria

### PART A: CONDITIONS FOR PARTICIPATION

There are no conditions for participation.

### PART B: EVALUATION CRITERIA

<b>Evaluation Criteria</b>	<b>Weight</b>
Functional Requirements	30%
Non-Functional Requirements	20%
Product demonstration, including scenario-based demonstrations (will be assessed post tender close)	10%
Reference Sites (will be assessed through discussion with reference sites, post tender close)	10%
Response to the Buy Local Policy Local SME Industry Impact Statement	30%
<b>TOTAL</b>	<b>100%</b>