

**Request For Tender (RFT)**

**Services (Non-Construction)**

***Library Café / Catering Services***

**Request for Tender Number: RFT 23/661**

**Contact** **Officer: Rod Paten**

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**ANNEXE A - DIAGRAMS**

**PART A OVERVIEW AND REQUIREMENTS**

1. Statement of Requirement
   1. The Library is seeking a suitably qualified and experienced service provider to provide café / catering services for the National Library of Australia (**the Library**). The Library currently has two café outlets within its building located at Parkes ACT. Bookplate Café on the ground floor and Paperplate café on the lower ground 1 level. The contract with the existing service provider is due to expire 31 January 2024 and the Library is seeking submissions in response to this RFT to provide the required services from these two established facilities.

The Library provides a rich visitor experience for those able to visit our heritage building in Canberra – this includes using the reading rooms to access to our 10 million item collection, visiting exhibitions drawn from our own and other collections, our Australian focused Bookshop, events and programming for visitors young and old. Our priority is to open up the Library’s collections and experiences to a dispersed and diverse Australian community. We will make access to our collections and experiences more equitable, and lower barriers for all Australians, so that they can explore and use the collections more easily, independently, enjoyably and meaningfully. The Library seeks to create and maintain a vibrant and accessible drawcard café to support the base Library strategic objectives and to offer patrons a relaxed but memorable experience when visiting the Library.

Bookplate café occupies a place of significance in the operations of the Library. The café is open seven (7) days a week and caters for a large number of people (both staff and public). The café has a high public profile as it is situated adjacent to the primary public access point to the Library and is well regarded for the quality of service, food and surroundings that it offers. There is an external seating area serviced by Bookplate known as Ex-Libris.

Paperplate is located on the lower ground 1 level and has been temporarily closed since the COVID-19 pandemic, however, this service would re-commence under the new café / catering services contract. Previously, Paperplate was open five (5) days per week. This outlet is adjacent to a large public use space which is designed to encourage a relaxed, study atmosphere suitable for students and others who choose to engage with the Library in a more informal way. Group study is encouraged in this public space. The Paperplate café operation provides a lower cost alternative to Bookplate through a takeaway service.

The Library has engaged Guida Moseley Brown Architects (GMB) to prepare an innovative new 10-year building master plan (BMP) which sets out the optimal uses of the building, and provides safe and accessible spaces for the community, Library users and staff. Bookplate and Paperplate cafes and Ex-Libris will be included in the new BMP. The Library will consult with the successful Tenderer post-engagement about any proposed changes to the current footprints.

The Library has engaged Lucid Consulting Australia to review the existing environmental management system and action plan, and to update these documents to meet the Australian Government’s APS Net Zero By 2030 Policy. The Library will meet with the successful Tenderer post-engagement to discuss the new action plan and relevant objectives.

The Library is currently completing a number of building upgrade works in the Parkes building. As part of this work, it is planned to undertake works in the Bookplate kitchen/store area. The remediation work is scheduled to commence immediately after the current contract expires on 31 January 2024 and be completed by mid-March, a period of about 6 weeks. It is expected that Bookplate will not be open for trade during this period.

* 1. The detailed Statement of Requirement is in **Schedule 1**.
  2. The Library's expectation is that any contract resulting from this Request for Tender (**RFT**) will include a requirement for the successful Tenderers to offer to provide Services to other Government Agencies.
  3. Any decision by other Government Agencies to avail themselves of an offer by the successful Tenderer (if any) will result in a separate contract with the Tenderer(s) in respect of that Government Agency, on substantially the same terms and conditions as the contract between the Library and the successful Tenderer. Tenderers should review the Draft Contract for further information-
  4. The existing service provider has indicated that it would be prepared to negotiate with the successful Tenderer for the Sale of relevant assets and stock and the transfer of staff. These arrangements would be between the existing service provider and the successful Tenderer. The Library would not be a party in these matters and accepts no responsibility in respect of any contractor owned assets, stock, or staff transfers.
  5. Indicative gross turnover figures for Bookplate (as well as previous year’s figures for Paperplate prior to its closure) will be provided to the preferred Tenderer(s) following evaluation of the Tenders. A Deed of Confidentiality in relation to the gross turnover figures supplied by the Library must be executed by the relevant parties prior to release of this information. The Library accepts no responsibility for the accuracy of the gross turnover figures, noting that this information is supplied as broadly indicative of what has been achieved by the existing service provider. The Library does not guarantee, and does not make any representations in relation to the level of future turnover.

1. Instructions to Tenderers
   1. This RFT is structured as follows:

| **Section** | **Contents** |
| --- | --- |
| Part A | Overview and Requirements |
| Part B | Evaluation of Tenders |
| Part C | Requirements of Tenders |
| Part D | Terms and Conditions of Tender |
| Schedule 1 | Statement of Requirement |
| Schedule 2 | Form of Offer |
| Schedule 3 | Tender Schedules |
| Tender Schedule 3.1 | Additional Conditions for Participation  ***~~Tenderers must provide~~***   1. *~~Policy on Sustainability and description of how it will operate;~~* 2. *~~Policy on Modern Slavery and description of how it will operate;~~* 3. *~~Policy on Shadow Economy and how it will operate;~~* 4. *~~Child Safety Policy and how it will operate;~~* 5. *~~Work Health and Safety Policy and how it will operate;~~* 6. *~~Responsible Serving of Alcohol and how it will operate; and~~* 7. *~~Any other points that will highlight the benefits of engaging the Tenderer.~~* |
| Tender Schedule 3.2 | Essential Requirements |
| Tender Schedule 3.3 | Understanding of and Approach to the Services Required |
| Tender Schedule 3.4 | Knowledge, Expertise, Responsiveness, Reliability and Past Experience |
| Tender Schedule 3.5 | Experience and Qualifications of Key Personnel |
| Tender Schedule 3.6 | Strategic Fit |
| Tender Schedule 3.7 | Tenderer's Compliance with the Draft Contract |
| Tender Schedule 3.8 | Value Added Services |
| Tender Schedule 3.9 | Due Diligence – Corporate Capability |
| Schedule 4 | Price Schedule |
| Schedule 5 | Draft Contract |

2. Interpretation

In this RFT the words and expressions have the same meaning as in the Contract unless the context requires otherwise.

The following words have the meanings listed:

| **Term/Abbreviation** | **Meaning** |
| --- | --- |
| **Business Days** | Days that are not a Saturday, Sunday, or public holiday in the ACT. |
| **Commonwealth** | Commonwealth of Australia. |
| **Contact Officer** | The person identified in **clause 17** and on the cover of this RFT. |
| **Contract** | The contract to be entered into by the Library and the contractor, the draft form of which is set out at **Schedule 5**. |
| **Government Agency** | any Commonwealth entity subject to the *Public Governance, Performance and Accountability Act 2013* (Cth). |
| **GST** | Goods and Services Tax. |
| **Library** | National Library of Australia. |
| **Price Schedule** | The pricing schedule at **Schedule 4**, which is to be completed by the Tenderer and submitted with its Tender. |
| **RFT** | This Request for Tender issued as number ***RFT 23/661*** andentitled ***Library Café / Catering Services***. |
| **Services** | The services set out in **Schedule 1**. |
| **Schedules** | All or any of the schedules to this RFT. |
| **Subcontractor** | An entity that contracts to provide goods or services to the successful Tenderer(s) in order for the Tenderer to meet obligations under the Contract. |
| **Tender** | A response to this RFT. |
| **Tender Closing Time** | The time and date specified in **clause 18** of this RFT. |
| **Tenderer** | Any person considering or responding to this RFT. |

**PART B EVALUATION OF TENDERS**

1. Overview of RFT process
   1. The Library will consider Tenders in two phases. The first phase will involve the initial clarification and evaluation of Tenders in accordance with the process set out in this RFT. Following this, the Library may:
      1. select one or more Tenderers to continue to the negotiations phase; or
      2. commence negotiations with all Tenderers without shortlisting.

Negotiations will be undertaken in the sole and absolute discretion of the Library.

* 1. During the negotiation phase of this RFT process, the Library may engage in detailed discussions and negotiations with the goal of maximising the benefits of the project, as measured using the evaluation criteria set out below. As part of this process, those Tenderers participating in the negotiation phase may be asked to improve any or all aspects of their Tender. The Library's intention is that it will select a preferred Tenderer after all material issues have been resolved.
  2. Neither the lowest priced Tender, nor any Tender, will necessarily be accepted by the Library. Acceptance of the preferred Tender will be subject to the execution of a Contract, substantially in the form of the draft Contract referred to at **Schedule 5** (Draft Contract) to this RFT, between the Library and the preferred Tenderer.
  3. Tenderers are advised that all contracts to be entered into by the Library with a value over $2 million must be approved by the Minister.

1. Grounds for rejection of Tenders
   1. Tenders will be excluded from evaluation if:
      1. subject to **clause 27**, they do not meet the minimum content and format requirements set out in **clause 13**; or
      2. they do not meet, or no longer meet, the conditions for participation set out in **clause 6.1**.
   2. Tenders that contain insufficient information to allow evaluation of the Tender will also be excluded from further consideration. Tenderers should note that a response consisting of only the Tenderer's standard conditions of contract, or similar, would not meet the content requirement.
   3. The Library reserves the right to reject a Tender, in its sole and absolute discretion, if:
      1. it is submitted after the Tender Closing Time;
      2. it contains a false declaration;
      3. subject to **clause 27**, it includes a declaration which is materially different to that set out in the Form of Offer(**Schedule 2**);
      4. it contains statements that qualify or are contrary to the Form of Offer(**Schedule 2**);
      5. it contains alterations or erasures that are not initialled;
      6. prices or other information are not clearly and legibly stated;
      7. it contains false or misleading information or statements;
      8. the Tenderer, or a director or officer of the Tenderer, is insolvent or bankrupt;
      9. the Tenderer has an actual potential or perceived conflict of interest that cannot be managed to the satisfaction of the Library acting in its absolute discretion;
      10. there has been a significant deficiency in the Tenderer's performance of a substantive requirement or obligation under a prior contract;
      11. the Library considers that the Tenderer has engaged in any collusive tendering, anti-competitive conduct, or any other similar unlawful conduct with any other person in relation to the preparation or lodgement of Tenders; or
      12. the Library considers that the Tender has been compiled with the improper assistance of employees of the Commonwealth or Library or ex-employees of the Commonwealth or Library and/or contractors or ex-contractors of the Commonwealth or Library or with the utilisation of information unlawfully obtained from the Commonwealth or Library.

Tenderers should also be aware that this RFT gives the Library rights to exclude Tenders on other grounds.

1. Evaluation criteria
   1. The Library will evaluate the remaining Tenders against the following evaluation criteria in order to determine which Tender provides best value for money for the Library.

| **Criteria** | **Criteria type** | **Tenderers referred to** |
| --- | --- | --- |
| Solvency | Condition for Participation | Schedule 2 (Form of Offer) |
| No Unpaid Employee Entitlement Claims | Condition for Participation | Schedule 2 (Form of Offer) |
| Additional Conditions for Participation  ***Not used*** | Condition for Participation | Schedule 3.1 (Additional Conditions for Participation) |
| Essential Requirements | Condition for Participation | Schedule 3.2 (Essential Requirements) |
| Technical worth assessment:  (a) whether the Tenderer has a proper understanding of the matters involved and offers a sound approach to the Services required; | Listed in order of priority (with (a) being more important than (b) and so on). | Schedule 3.3 (Understanding of and Approach to the Services Required) |
| (b) the Tenderer's knowledge, proven expertise, demonstrated responsiveness and reliability in delivering the Services, including past experience; | Schedule 3.4 (Knowledge, Expertise, Responsiveness, Reliability and Past Experience) |
| (c) experience and qualifications of the Tenderer's key personnel; | Schedule 3.5 (Experience and Qualifications of the Tenderer's Key Personnel) |
| (d) strategic fit; | Schedule 3.6 (Strategic Fit) |
| (e) the risks and benefits to the Library which flow from the extent of the Tenderer's compliance with the draft Contract; and | Schedule 3.7 (Tenderer's Compliance with the Draft Contract) |
| (f) the extent the Tenderer offers value added services beyond the service levels and standards of performance within the Statement of Requirement. | Schedule 3.8 (Value Added Services) |
| Risk | To be considered in the overall value for money assessment | Includes, among other things, Tender responses to Schedule 3.9 (Due Diligence – Corporate Capability) |
| Price | To be considered in the overall value for money assessment | Schedule 4 |

* 1. The technical worth criteria are listed in order of importance so that, for example, the criterion referred to in the table above under "Technical worth assessment" at (a) is more important than the criterion referred to at (d). They are provided for the information of Tenderers to enable them to prepare a Tender that best satisfies the technical worth assessment.

1. Value for Money Assessment
   1. Tenders will be evaluated to identify the Tender (or Tenders) that represents best overall value for money for the Library for the Term of the Contract (including options).
   2. The Library will assess value for money by assessing:
      1. the Technical worth assessment for each Tender;
      2. the Tendered pricing in relation to each Tender, as adjusted (if necessary) in accordance with **clause 9.2**; and
      3. the Library's assessment of the level of risk associated with each Tender.
   3. The Tender with the best overall value for money will be the Tender that has the best intrinsic technical merit or benefit relative to its Tendered price, taking into account the level of risk to the Library of the Tender.
2. Evaluation and clarification of Tenders
   1. Tenderers should note that, notwithstanding that the Library may conduct a negotiations phase, the Library intends to select a preferred Tenderer primarily on the basis of the written Tenders submitted. Accordingly, Tenderers are encouraged to submit their best and unconditional offers in the first instance.
   2. As part of its evaluation of Tenders, the Library may, in its sole and absolute discretion:
      1. ask Tenderers to undertake presentations;
      2. ask Tenderers to provide written clarification of various aspects of their Tenders;
      3. have discussions or interviews with Tenderers in order to seek further clarification of their Tenders;
      4. visit Tenderers' sites; and
      5. have discussions with or undertake visits to customers or former customers of Tenderers and their Subcontractors, whether or not those customers are listed as referees in the Tenderer's Tender.

The Library may choose to undertake these activities in relation to some Tenderers only.

1. Tendered prices
   1. In determining value for money, the Library is obliged to satisfy itself that price structures offered are per this RFT. .
   2. Price expectations are as follows:
      1. For the initial contract term, rent will not be payable, however, prior to executing any extension options, the Library reserves the right to undertake a formal review of the arrangements and on agreement by both parties, may include future rent charges in line with market rates.
      2. Rent will be payable 1 calendar month in arrears from the last day of each calendar month;
      3. The tenderer will provide 20% discount to any and all staff and Friends of the Library; This discount will occur at the point of sale and be accounted for monthly and so that rent is calculated correctly.
      4. Staff and Friends of the Library will present their Library ID passes as proof of who they are; and
      5. All utility costs will be recovered in full by the Library from the tenderer. This will occur monthly in arrears and will include provision as well as usage charges. This will be a full cost recovery including all connection, network and usage fees; and,
      6. whole of life costs and benefits.
2. Not used
3. Negotiations
   1. Negotiations will be undertaken at the sole and absolute discretion of the Library. In these post-Tender negotiations, the Library may seek variations to an offer or may seek supplementary offers in respect of any changes to the originally stated requirements.
   2. Without limiting its other rights under this RFT, in the event that the Library concludes that during negotiations a Tenderer has retracted, or attempts to retract, any part of its tendered offer,the Library, in its sole and absolute discretion, reserves the right to:
      1. disqualify that Tenderer's Tender;
      2. terminate this RFT process;
      3. re-enter negotiations with other Tenderers (including or excluding the preferred Tenderer); or
      4. exercise any other right reserved to the Library under law or elsewhere in this RFT.
4. Debrief
   1. All Tenderers will be offered the opportunity for a debrief. This debrief will provide feedback on the relative merits of their Tender and will occur at the conclusion of this RFT process (i.e., signing of a Contract with the preferred Tenderer, or termination of this RFT process).

**PART C REQUIREMENTS OF TENDERS**

1. Minimum content and format requirements
   1. The Tender, including all attachments and supporting material, must be written in English. Unless otherwise specified, measurements must be specified in Australian legal units of measurement.
   2. Tenders must include:
      1. a completed Form of Offer (**Schedule 2**);
      2. subject to **clause 13.3**, completed Tender Schedules addressing each of the information categories specified in **Tender Schedules** **3.1 to 3.9**; and
      3. a completed Price Schedule (**Schedule 4**).
   3. Tenderers should note that no changes are to be made to the text of the Form of Offer (other than where contemplated by the Form of Offer), or to the Price Schedule.
   4. It is not necessary for a Tender to include any Tender Schedule which is marked in this RFT as "Not Used".
   5. Subject to **clause 27**, Tenderers that do not include the information in paragraphs (a) to (c) of **clause 13.2** will be excluded.
2. Not used
3. Consortium
   1. The Library intends to contract with one legal entity only for the Services. Tenderers may form a consortium in addressing the requirements of this RFT, providing the consortium contracts with the Library through one legal entity and prior approval for any subcontracts is sought from the Library. Where a partnership carries on business as a single organisation, the Library may treat that partnership as one legal entity for the purposes of this **clause 15.1**.
4. Place for lodgement of Tenders
   1. Tenderers must ensure that their Tenders are submitted electronically via email to the following electronic Tender Box:

**NLA Tender Box** [**tenderbox@nla.gov.au**](mailto:tenderbox@nla.gov.au)

* 1. Tenders must include the following identification:

|  |  |
| --- | --- |
| **Tender No. RFT 23/661 for the National Library of Australia:** |  |
| **Tenderer's Name:** |  |
| **Library Contact Officer:** | Rod Paten |

* 1. Tenders must be submitted via e-mail. Tenders will not be accepted unless specific arrangements have been made and agreed to (in advance) by the Library Contact Officer. Oral Tenders will not be accepted. Tenderers are responsible for the submission and delivery of their Tenders to the electronic Tender Box by the time specified in **clause** **18**.

1. Contact Officer
   1. The point of contact for all matters concerning this RFT for the Library is the following Contact Officer:

|  |  |
| --- | --- |
| **Name:** | Rod Paten |
| **Position:** | Assistant Director, Facilities |
| **Email Address:** | [tenderbox@nla.gov.au](mailto:tenderbox@nla.gov.au) |

* 1. All requests for further information or clarification relating to this RFT are to be formally lodged in writing via email and are to be addressed to the Contact Officer no later than 5pm on the day that is 5 Business Days prior to the Tender Closing Time. The Library reserves the right not to respond to queries or, if it responds, to forward the response to all known Tenderers (without attribution to the Tenderer that made the query).
  2. Tenderers are requested to notify the Contact Officer as soon as possible if they believe there are any errors in this RFT, or any other information given or made available by the Library.
  3. Any notice by a Tenderer to the Library will be effective upon receipt only if it is in writing and sent via email to the Contact Officer at the address specified in this **clause 17**.
  4. The Library may deliver any written notification to a Tenderer via email to the address of that Tenderer as specified in the Tenderer's Tender or other notification given by the Tenderer.
  5. Library staff will provide further information on the Library's requirements at a once only briefing at **5:00pm AEDST on 6 November 2023** at the National Library of Australia (NLA), Parkes Place, Parkes ACT 2600. Tenderers should ask for the Contact Officer on arrival. The briefing will include the opportunity for Tenderers to ask questions.

1. Deadline for lodgement of Tenders
   1. The deadline set for lodgement of Tenders is **05:00pm** (Australian Eastern Daylight Savings Time, AEDST) **on ~~15 November 2023~~** **22 November 2023** (**Tender Closing Time**). The Library's determination as to the actual time that a Tender is received is final.
2. Extension of deadline
   1. The Tender Closing Time may be extended by written notice (via email) in the Library's sole and absolute discretion, provided that any new Tender Closing Time must apply equitably to all potential Tenderers.
3. Format for Tenders
   1. Tenderers are to provide their response in the following format(s):
      1. Microsoftâ Word
      2. Microsoftâ Excel
      3. Adobeâ PDF
   2. If a Tenderer becomes aware of any discrepancy, error, or omission in its Tender and wishes to lodge a correction or additional information, that material is to be in writing and lodged in accordance with this RFT prior to the Tender Closing Time. Corrections or additional information will only be accepted after the Tender Closing Time in the sole and absolute discretion of the Library.

**PART D TERMS AND CONDITIONS OF TENDER**

1. Ownership of Tender documents
   1. All Tender documents become the property of the Library on submission.
2. Intellectual property rights in this RFT or a Tender
   1. All intellectual property rights (**IPR**) that exist in the information contained in this RFT or any related or attached material remain the property of the Library. Each Tenderer is permitted to use the RFT for the purpose only of compiling its Tender and, in the case of the preferred Tenderer(s), for negotiating a Contract with the Library.
   2. Such IPR as may exist in a Tender will remain the property of the Tenderer.
   3. The Tenderer licenses the Library, its officers, employees, agents, and advisers to copy, adapt, modify, disclose, or do anything else necessary, in the Library's opinion, to all material (including that which contains IPR of the Tenderer or other persons) contained in the Tender for the purpose of:
      1. evaluating/clarifying Tenders;
      2. negotiation of any Contract with a Tenderer;
      3. managing any Contract with the successful Tenderer (if any); and
      4. any other related matters, including audit, governmental and Parliamentary reporting requirements, responding to any disputes about this RFT process or requests from Parliament or a Parliamentary Committee.
   4. This clause does not limit any access rights that exist under legislation, including the *Freedom of Information Act* *1982* (Cth), the *Ombudsman Act 1976* (Cth) and the *Auditor-General Act 1997* (Cth).
3. Addenda
   1. The Library may, in its sole and absolute discretion, issue addenda to this RFT. All conditions of this RFT will apply to any addenda unless modified in the addenda.
   2. If, during the course of a procurement, the Library modifies the evaluation criteria or technical requirements or otherwise amends this RFT, it will transmit all modifications or amended or re-issued documents:
      1. to all the potential suppliers that are participating at the time the information is amended, if known, and, in all other cases, in the same manner as the original information; and
      2. in adequate time to allow potential suppliers to modify and, if required, to re-lodge their initial Tenders.
4. Inappropriate behaviour
   1. Tenderers, consortium members and their respective officers, employees, subcontractors, agents, and advisers must not engage in any collusive tendering, anti-competitive conduct or any other similar unlawful conduct with any other Tenderer or any other person in relation to the preparation or lodgement of Tenders.
   2. Without limiting **clause 24.1**, the Tenderer must not propose any subcontractor for a significant part of the delivery of the Services that is involved in a Tender being lodged in relation to this RFT by any other organisation.
   3. Tenderers must not communicate with or solicit information in relation to this RFT from any employee of the Library other than the Contact Officer.
   4. Tenderers and their subcontractors and their respective officers, employees, agents, or advisors must not violate any applicable laws or Library or Commonwealth policies regarding the offering of inducements in connection with the preparation of their Tender.
5. The Library's rights
   1. Without limiting its rights at law or otherwise, the Library reserves the right in its sole and absolute discretion at any time to:
      1. cease to proceed with the process outlined in this RFT;
      2. change the structure of this RFT process;
      3. vary or extend any time or date in this RFT, at any time and for such period, as the Library in its sole and absolute discretion considers appropriate, provided that if the Library extends the Tender Closing Time or permits the lodgement of new submissions, the new time limit will apply equitably to all participating potential suppliers;
      4. otherwise change the timing of this RFT process;
      5. suspend, vary, or terminate this RFT process or any part of it;
      6. terminate any negotiations being conducted at any time with any Tenderer;
      7. require additional information or clarification from any Tenderer or anyone else or provide additional information or clarification, provided that the Library treats Tenderers that are in a similar position in the same way;
      8. negotiate with any one or more Tenderers and allow any Tenderer to change its Tender during negotiations;
      9. call for new Tenders, provided that any new time limit for lodging new Tenders applies equitably to all participating potential suppliers;
      10. accept or reject any Tender received after the Tender Closing Time, in accordance with clause 26;
      11. waive or vary any obligation of any Tenderer under a Contract;
      12. after it has terminated this RFT process or any part of it, negotiate with any person who is not a Tenderer and enter into a contract in relation to this RFT process with that person on such terms as the Library in its sole and absolute discretion accepts without prior notice to any other Tenderer;
      13. add to, alter, delete, or exclude any Services to be acquired by the Library provided that the Library complies with the procedure in **clause 23** of this RFT for issuing addenda;
      14. publish or disclose the names of Tenderer(s) (whether successful or unsuccessful); or
      15. allow or not allow a related body corporate to take over a Tender in substitution for the original Tenderer.
6. Late Tender policy
   1. Late Tenders may be admitted or excluded from evaluation in the Library's sole and absolute discretion.
   2. The Library may ask for an explanation and reasons for the lateness of the Tender, including whether there has been any mishandling by the Library or postal services.
   3. Without limiting the Library's discretion to admit late Tenders in other circumstances, the Library will not penalise any Tenderer whose Tender is received after the Tender Closing Time if the delay is due solely to mishandling by the Library. For the avoidance of doubt, mishandling by a telecommunications carrier, courier or mail service engaged by a Tenderer to deliver a Tender does not constitute mishandling by the Library.
   4. The Library is not required to give reasons for its decision whether or not to consider a late Tender.
7. Errors of form
   1. Without limiting the Library's other rights in this RFT, if, between opening a Tender and making a decision on the outcome of this RFT process, there is discovered what appears to be an error of form in relation to one of the documents submitted as part of the Tender, the Library may, in its sole and absolute discretion, allow the Tenderer to correct that error of form. However, if the Library provides any Tenderer with the opportunity to correct errors of form after the Tender Closing Time, it will provide the same opportunity to all other Tenderers that are in the same position.
8. No contract or undertaking
   1. Nothing in this RFT will be construed to create any binding contract (express or implied) between the Library and any Tenderer until a written Contract, if any, is entered into by the parties. This RFT, and any conduct or statement made prior to or subsequent to the issuance of this RFT, is not and must not be deemed to be:
      1. an offer to contract; or
      2. a binding undertaking of any kind by the Library (including, without limitation, quasi-contractual rights, promissory estoppel, or rights with a similar legal basis).
9. Responsibility for Tendering costs
   1. Participation in any stage of this RFT process, or in relation to any matter concerning this RFT, including any dispute concerning this RFT process, is at the Tenderer's sole risk, cost, and expense. The Library will not be responsible in any circumstance for any costs or expenses incurred by any Tenderer in preparing or lodging a Tender or in taking part in this RFT process or in taking any action related to this RFT process.
   2. The Library is not liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or contractual, quasi-contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Tenderer's participation in this RFT process, including, without limitation, instances where:
      1. a Tenderer is not engaged to provide the Services;
      2. the Library varies or terminates this RFT process or any negotiations with a Tenderer;
      3. the Library decides not to outsource all or any of the Services; or
      4. the Library exercises or fails to exercise any of its other rights under or in relation to this RFT.
10. Co-ordinated procurement
    * 1. The Australian Government has agreed to establish a coordinated procurement contracting framework to deliver efficiencies and savings from goods and services in common use by Australian Government departments and agencies.
      2. The Library may terminate this RFT in order to participate in a coordinated procurement arrangement. No compensation is payable.
      3. Clause 30(b) is an example only and does not limit the rights granted to the Library under clause 25 or any other provision of this RFT.
11. Return of information
    1. The Library reserves the right, in its sole and absolute discretion, to require that at any stage all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to any Tenderer) provided to Tenderers (and all copies of such information made by Tenderers) be returned to the Library or destroyed by the Tenderer.
12. Applicable law
    1. The law applying in the Australian Capital Territory applies to this RFT. Each Tenderer must comply with all relevant laws in preparing and lodging its Tender and taking part in this RFT process.
13. Access to information
    1. Tenderers are notified that rights to access information in, and related to, documents in the possession of the Library exist under a range of legislation, including the *Freedom of Information Act 1982* (Cth), the *Auditor-General Act 1997* (Cth) and the *Ombudsman Act 1976* (Cth).
    2. Tenderers should also note that the Parliament and its committees have the power to require the disclosure of Australian Government contracts and contract information to enable them to carry out their functions.  The courts also have legal rights to access a wide range of information.
14. Library's disclosure rights
    1. Subject to **clause 34.2**, the Library undertakes to keep confidential any confidential information provided to the Library by Tenderers prior to the award of Contract and, in respect of unsuccessful Tenderers, after the award of the Contract.
    2. The obligation of confidentiality in **clause 34.1** does not apply if the confidential information is:
       1. disclosed by the Library to its advisers or employees for the purpose of conducting the RFT process (including, without limitation, negotiation);
       2. disclosed by the Library to any responsible Minister;
       3. disclosed by the Library in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia, or by an Australian Government auditor;
       4. authorised or required by law to be disclosed;
       5. required to be disclosed in accordance with published Australian Government policy; or
       6. in the public domain otherwise than due to a breach of **clause 34.1**.
15. Publicity
    1. No Tenderer may issue any information, publication, document, or article for publication in any media which includes details of the Services, or which otherwise refers to or is connected to the Library or this RFT process, without prior written approval of the Library.

**SCHEDULE 1 – STATEMENT OF REQUIREMENT**

1. **Statement of Requirement**

The Library is seeking a suitably qualified and experienced service provider to provide café / catering services for the National Library of Australia (the Library). The Library currently has two café outlets within its building located at Parkes ACT. Bookplate Café on the ground floor and Paperplate café on the lower ground 1 level. The contract with the existing service provider is due to expire 31 January 2024 and the Library is seeking submissions in response to this RFT to provide the required services from these two established facilities.

The Library provides a rich visitor experience for those able to visit our heritage building in Canberra – this includes using the reading rooms to access to our 10 million item collection, visiting exhibitions drawn from our own and other collections, our Australian focused Bookshop, events and programming for visitors young and old. Our priority is to open up the Library’s collections and experiences to a dispersed and diverse Australian community. We will make access to our collections and experiences more equitable, and lower barriers for all Australians, so that they can explore and use the collections more easily, independently, enjoyably and meaningfully. The Library seeks to create and maintain a vibrant and accessible drawcard café to support the base Library strategic objectives and to offer patrons a relaxed but memorable experience when visiting the Library.

Bookplate café occupies a place of significance in the operations of the Library. The café is open seven (7) days a week including Public Holidays (except Christmas Day and Good Friday) and caters for a large number of people (both staff and public). The café has a high public profile as it is situated adjacent to the primary public access point to the Library and is well regarded for the quality of service, food, and surroundings that it offers.

Paperplate is located on the lower ground 1 level and has been temporarily closed due to the recent COVID-19 pandemic, however, it is expected that this service will re-commence under the new café / catering services contract. Previously, the café was open five (5) days per week. This outlet is adjacent to a large public use space which is designed to encourage a relaxed, study atmosphere suitable for students or others who choose to engage the Library in a more informal way. Group study is encouraged in this public space. The Paperplate café operation provides a lower cost alternative to Bookplate through a takeaway service with an emphasis on quality align with (but offering an alternative to) the Bookplate menu.

The Library has engaged Guida Moseley Brown Architects (GMB) to prepare an innovative new 10-year building master plan (BMP) which sets out the optimal uses of the building, and provides safe and accessible spaces for the community, Library users and staff. Bookplate and Paperplate cafes and Ex-Libris will be included in the new BMP. The Library will consult with the successful Tenderer post-engagement about any proposed changes to the current footprints.

The Library has engaged Lucid Consulting Australia to review the existing environmental management system and action plan, and to update these documents to meet the Australian Government’s APS Net Zero By 2030 Policy. The Library will meet with the successful Tenderer post-engagement to discuss the new action plan and relevant objectives.

The Library is currently completing a number of building remediation works in various parts of the building. As part of this work, it is planned to undertake works in the Bookplate kitchen/store area. The remediation work is scheduled to commence immediately after the cessation of the existing contract on 31 January 2024 and be completed by mid-March 2024. It is expected that Bookplate will not be open for trade during this period. Transition in will occur after the works are completed.

1. **Description of Services**

The common services to be provided and standard required for all locations include:

| **Business Requirement / Services Output** | **Delivery Methodology** | **Key Performance Indicators / Measures** | **Compliance Assessment Methodology** |
| --- | --- | --- | --- |
| Provide high quality food services at both outlets. | Operate at the Contractor’s own cost, the Ground Floor outlet (Bookplate) and LG1 food outlet (Paperplate). This will include the provision of crockery, glassware, stationery, uniforms, cutlery, linen, and other resources required for the Services, except for Library Material.  Cater for the serious and casual diner by providing efficient and personal attention in the form of both eat-in or take-away food and beverages.  Cater in a manner that promotes visitor and staff satisfaction and for visitors, an appreciation of the Library experience.  Cater in a manner that minimises disruption to the Library functions and service delivery.  Charge fair and reasonable prices for services to staff and visitors. Pricing range to be competitive. In relation to Paperplate have an emphasis on making food affordable for Library staff to purchase on a daily basis.  Provide food options that have broad appeal catering for adults, children, groups, families and those with dietary requirements (e.g. vegetarian, vegan, food intolerances). | Availability of fresh and appetising food and a selection of beverages in a modern and casual atmosphere.  This includes the provision of both alcoholic and non-alcoholic beverages, high quality barista services, vegan, vegetarian and halal offerings to satisfy dietary diverse visitors  Provision of appropriately skilled staff who, at all times, wear professional and consistent uniforms, are experienced, knowledgeable regarding the service offerings, friendly, approachable, and well informed about the Library’s general facilities.  The benchmark for service standards and food prices is to be the current Bookplate operation. | On-going feedback from customers; with a minimum number of, and satisfactory response to, complaints received from Library staff and visitors.  The Library ‘user feedback’ system will be used as the primary assessment tool and reviewed quarterly.  Full compliance with payment and reporting obligations under the contract.  Comparison with benchmarks reviewed annually.  Adherence to specified opening hours reviewed annually.  Full compliance with applicable laws including health regulations / work health and safety requirements reviewed annually.  On-going skills exhibited by key personnel and service delivery staff.  Ability to respond promptly and effectively to requirements of the Contract Manager under the contract. |
| Maintain and continuously improve on the standard of service offerings | Provide prepared, inviting, and fresh food on display, as well as a regular changing selection of meals advertised on the menu.  A range of food from light to hearty, including inexpensive options (e.g., breakfast, lunch, dinner, snacks etc.) covering the hours-of-service delivery at each outlet. | Build and maintain reputation for a high-quality service delivery.  Provision of an innovative annual business plan.  Demonstrated level of commitment to the Site, enthusiasm for food and the Services and level of knowledge of the ACT hospitality industry.  Provision of services that are cognisant of and consistent with the Library’s community standing and culture.  Competency and communication skills of key personnel and staff. | Consistent level of revenue returns, assessed on a seasonal basis.  Level of compliance with the annual business plan, assessed half yearly.  On-going feedback from customers; with a minimum number of satisfactory responses to any complaints received from Library staff and visitors. The Library ‘user feedback’ system will be used as the primary assessment tool and reviewed half yearly  Skills exhibited by key personnel and service delivery staff.  Ability to respond promptly and effectively to the requirements of the Contract Manager under the Contract. |
| Marketing and promotional activities | The Contractor will be required to obtain design and printing services as required for the production of menus and other relevant information/material (including marketing signs) with prior approval for any proposed design obtained from the Contract manager following liaison with the Library’s Communication and Marketing team.  The Contractor will use the Library’s website and social media channels for marketing and promotional purposes and will not maintain separate websites or social media channels.  The Contractor will participate in the marketing of the services provided for and examine opportunities for expanding custom as outlined in the approved annual business plan or as circumstances dictate.  The Contractor is expected to liaise closely with the Contract Manager and other relevant Library stakeholder(s) on marketing matters and is to take advantage of cross promotional opportunities, utilising only existing Library platforms.  All/any marketing activities must take into consideration the aesthetic qualities and reputation associated with the Library and will be undertaken in a format agreed to by the Library. Must also take into consideration the specific requirements and restrictions around the marketing of a service within an Australian government organisation and approved by the Contract Manager.  The contractor must not make any press or other media announcements, advertisements, signage, or logo without prior written approval from the Contract Manager.  The Library reserves the right to place signage (temporary or permanent) and/or information advertising the Library’s services at any location either within or in proximity of either outlet location without prior notice or approval. | Build and maintain reputation for a high-quality service delivery through promotional material available within the outlets (e.g. Menu’s, What’s on guides, desk tents etc) and other approved means of marketing.  Demonstrated commitment to proactively marketing the service provision and events in line with the Library’s brand guidelines and supplementary Style Manual. | Level of compliance with the Library’s requirements around the extent, form, manner and content of announcements, releases, advertisement, signage, logo and/or similar initiatives.  Ability to respond promptly and effectively to the requirements of the Contract Manager under the Contract. |
| Pricing | Provide a high-quality service offering at reasonable prices with discounts offered for Library staff and NLA Friends | The Contractor shall provide a minimum 20% discount to Library Staff and accredited Friends of the Library who pay immediately (Acceptable Card or Cash) and provide proof of identification on all purchases with a value of $2 or more excluding milk products and vending machine goods. | Details to be provided to the Contract Manager during routine contract review meetings. |
| Workforce | Demonstrate a commitment to the employment of Indigenous and/or those who identify as having a disability and reflect the community the NLA serves. | The Contractor shall make efforts to ensure recruitment activities actively encourage candidates who are Indigenous and/or those identifying has having a disability. | Details to be provided to the Contract Manager during routine contract review meetings. |
| Commitment to environmental sustainability and Carbon Net Zero | Wherever possible, all food packaging is to be environmentally friendly, and stylish. | Proactive presentation and use of sustainable work practises and use of suppliers that operate similarly to meet Government operational requirements | Details to be provided to the Contract Manager during routine contract review meetings.  Assist the Library with annual reporting on carbon emissions and sustainability requirements as it relates to catering operations. |
| Compliance – Legislation & Policy | Full compliance with all applicable legislation and policies, including (but not limited to):   * All applicable Health Regulations and Licencing requirements; * Food Act 2001; * Food Regulation 2002; * Australia New Zealand Food Standards Guide; * Work Health and Safety Act 2011; * Liquor Act 2010; * Fair Work Act 2009; * Modern Slavery Act 2018; * Privacy Act 1988; * National Anti-Corruption Commission Act 2023; * All applicable policies relating to the National Library of Australia. | Nil adverse audit findings should the leased premises be checked by local authorities. | Full compliance with all applicable laws including health regulations.  Instances of non-compliance to be reported to the Contract Manager in accordance with the Contract Management Plan (CMP) |
| Relationship Management | Provision of an innovative annual business plan.  In conjunction with the Contract Manager, develop a Contract Management Plan.  Develop and maintain a positive working relationship with the Library’s Contract Manager. | Provision of an innovative annual business plan.  Non-compliance reporting.  Participation in contract review meetings (monthly, bi-annually, and annually). | Annual Business Plan provided within 30 days of commencement of contract, updated annually by the contract anniversary date.  Level of compliance with the annual business plan, assessed half yearly  Consistent level of revenue returns, assessed on a seasonal basis.  On-going feedback from customers; with a minimum number of satisfactory responses to any complaints received from Library staff and visitors. The Library ‘user feedback’ system will be used as the primary assessment tool and reviewed quarterly. |
| Supporting local economy | Demonstrated support for locally based (ACT) service providers. | The Contractor is to make all reasonable efforts and demonstrate a commitment to sourcing produce / goods from local (ACT) based suppliers. | The Contractor is to produce quarterly evidence of the sources for all produce / goods. |
| Ensure appropriate cleaning of the site and waste management, including organic waste separation and composting. Other waste reduction initiatives are desirable (such as minimising waste generation through supplier initiatives). | The general cleaning  (including day to day  cleaning of food  preparation areas,  servery, cooking filters,  storage and dining areas,  internal windows, floors  and waste removal) is the  responsibility of the  Contractor at its own expense.  The Library may at the  Contractor’s expense,  provide cleaning and  waste removal services to  achieve an acceptable standard.  Removal of garbage and trade waste from the Site.  Organic waste separation and composting.  Includes additional cleaning / waste management requirements detailed in the tables below. | The Contractor is to ensure all food stuffs are adequately covered and secured and otherwise comply with all relevant provisions of the Food Standards Australia  New Zealand and any other relevant occupational health and safety regulations, when  being moved from one area to another within the  Library.  All garbage and trade waste must be securely ‘wet wrapped’ before movement and disposal in such a manner as to minimise inconvenience, whether from odours, leakage or otherwise, and safety hazards to staff, readers and visitors of the Library and must be securely placed in  containers approved by the Library. All garbage is to be removed promptly, as discretely as possible and to the extent possible, outside of normal Library operation hours. | The number of occasions  that the Library is  required to arrange the  cleaning of the Site at the  Contractor’s expense.  The Contractor is to  produce quarterly  evidence that the cleaning  of the cooking filters and  pest control has been  undertaken.  Ability to respond  promptly and effectively to the requirements of the Contract Manager under the contract (iaw the Contract Management Plan). |
| Additional Requirements | Support and full participation in the Library’s Environmental Management System, Environmental Action Plan objectives, and Building Emergency Procedures. | Full participation in Emergency Procedure training, trial evacuations and provision of advice to outlet patrons (where required). | Active commitment and compliance with requirements. |

The services to be provided and standards required **specific to the ground floor outlet (Bookplate)** include:

|  |  |  |  |
| --- | --- | --- | --- |
| **Business Requirement / Services Output** | **Delivery Methodology** | **Key Performance Indicators / Measures** | **Compliance Assessment Methodology** |
| Maintain and continuously improve on the standard of Services on offer. | Provide prepared, inviting and fresh food on display, as well as a regular changing selection of meals advertised on a blackboard menu.  A full range of food from light to hearty, including inexpensive options for breakfast, lunch and light evening meals to cover the hours-of-service delivery.  Broad appeal catering for adults, children, and those with dietary requirements (e.g. vegetarian, vegan, food intolerances).  Fill orders at the food counter or by delivery to tables by waiting staff.  Accept and manage table bookings made with sufficient flexibility to enable and cater for late arrivals and/or last-minute bookings. | Build and maintain reputation for a high-quality service delivery.  Provision of an innovative annual business plan.  Demonstrated level of commitment to the Site, enthusiasm for food and the Services and level of knowledge of the ACT hospitality industry.  Provision of services that are cognisant of and consistent with the Library’s community standing and culture.  Competency and communication skills of key personnel and staff. | On-going feedback from customers; with a minimum number of satisfactory responses to any complaints received from Library staff and visitors. The Library ‘user feedback’ system will be used as the primary assessment tool and reviewed quarterly.  Skills exhibited by key personnel and service delivery staff.  Ability to respond promptly and effectively to the requirements of the Contract Manager under the Contract. |
| Provide Additional Services on a non-exclusive basis, as requested by the Library under the Contract to support special events and commercial functions. | On request and/or following a quotation process, provide catering support to the Library (usually external to the site but within the Library building), including large groups.  The additional services available are to be offered across a range of quality levels from the provision of a basic food/beverage supply (for example; plain biscuits + tea + coffee or juice) through to a selection of quality food and drink that would be suitable for high-profile, international visitors, embassy staff, politicians etc. | Quality of and competitive pricing for the Additional Services.  Demonstrated willingness to accept/deliver additional services to support the Library’s events and other commercial functions. | On-going feedback from customers; with a minimum number of, and satisfactory response to, complaints received from Library staff. The Library ‘user feedback’ system will be used as the primary assessment tool and reviewed annually.  Skills exhibited by key personnel and service delivery staff.  Ability to respond promptly and effectively to requirements of the Contract Manager under the contract. |
| Support the Library’s venue hire program | Provide quotations for  catering services on request to external customers of the Library’s  venue hire program: deliver subsequent services as agreed.  Provide on request and at  no additional cost, a glass  and water service for  Library arranged  functions, seminars and  events whether or not the  Contractor is providing  Additional Services  (Note: this will not apply if an alternative contractor is  providing the catering). | Level of response to  customers’ request for  service delivery.  Quality and competitive  pricing for the requested catering. | On-going feedback from  customers: with a  minimum number of, and  satisfactory response to,  complaints received The  Library “User Feedback”  system will be used as the  primary assessment tool  and reviewed annually.  Ability to respond  promptly and effectively to  requirements of the  Contract Manager under the Contract. |
| Provide vending machines to agreed locations within the building. | Provide and maintain in  good order and fully  stocked, vending machines to be positioned as agreed in writing between the Parties.  Both food and  drink vending machines  must be available and  accessible to both the public and staff. | The successful  installation, positioning,  maintenance and stocking of the vending machines. | On-going feedback from  customers.  Continuous availability of  the vending machines in  working order and fully  stocked.  Ability to respond  promptly and effectively to  requirements of the  Contract Manager under the Contract. |

The services to be provided and standards required specific to the **Lower Ground (LG1) outlet (Paperplate)** include:

|  |  |  |  |
| --- | --- | --- | --- |
| **Business Requirement / Services Output** | **Delivery Methodology** | **Key Performance Indicators / Measures** | **Compliance Assessment Methodology** |
| Provide a quality food / beverage service at the Paperplate outlet. | Cater in a manner that  minimises disruption to  Library functions and  Library service delivery.  The site will  function as a ‘quick  service’ café operation,  offering casual and  snack food with smart  takeaway options. All  purchases would be  made at the counter.  Offer a range of foods  that are currently not  available through  Bookplate and to add  extra capacity to the  Library's catering  options.  The important factors in  the operation of the food  outlet will be:  • speed of service  • healthy options  • broad appeal catering for adults, children and those with dietary requirements (e.g. vegetarian, vegan, food intolerances).  • contrasting menu  and lower cost options to  that of bookplate  • informality  • food served in takeaway  form. | Availability of fresh and  appetising food and  beverages in a modern and casual atmosphere.  The benchmark for service  standards and food prices  (where food items are equal) are to be similar to the ground floor food outlet with the exceptions being no table service and associated seating facilities. | On-going feedback from  customers: with a  minimum number of, and  satisfactory response to,  complaints received The  Library “User Feedback”  system will be used as the  primary assessment tool  and reviewed half yearly.  Ability to respond  promptly and effectively  to requirements of the  Project Officer under the Contract. |
| Ensure appropriate  cleaning of the Site and waste removal for the Paperplate outlet. | Ensure that Paperplate outlet is cleaned after every use session as per any food outlet requirements. |  | The number of occasions  that the Library is  required to arrange the  cleaning of the Site at the  Contractor’s expense.  Ability to respond  promptly and effectively  to requirements of the Contract Manager under this Contract. |

1. **Term of Contract (Period of Contract)**
   1. The Term of the Contract is expected to be three (3) years from date of commencement. The Library may, at its sole discretion extend the contract term for an additional period of 3-years to a maximum of 6 years by giving six (6) months written notice before the end of the current Term.
2. **Service Hours** 
   1. The Services are to be provided during the following periods:

**Ground Floor outlet (Bookplate):**

Monday to Thursday 8:30am – 4.00pm

Friday 8.30am – 4.00pm

Saturday, Sunday & Public Holidays 9.00am – 4.00pm

* 1. Or such other periods as agreed to in writing by both parties. The Ground Floor outlet will be closed on Christmas Day and Good Friday.

**Lower Ground (LG1) outlet (Paperplate):**

Monday to Friday 8:30am – 3.00pm

* 1. Or such other periods as agreed to in writing by both parties. The Lower Ground Floor outlet will be closed between 25 December to 01 January inclusive and all gazetted ACT public holidays.
  2. Any additional catering services will be provided during the times agreed to in writing by both parties.

1. **Charges**
   1. Subject to the terms of the Contract, for the initial contract term, rent will not be payable, however, prior to executing any extension options, the Library reserves the right to undertake a formal review of the arrangements and on agreement by both parties, may include future rent charges in line with market rates.
   2. Additional Services – subject to the performance of the Services to the satisfaction of the Library, the charges payable by the Library for Additional Services are limited to the fees for catering services, as requested at the discretion of and performed to the satisfaction of the Library. The Charges for any Additional Services must be competitive and will be calculated as set out below:
2. On a per person basis; and,
3. On a pre-arranged food and service selection as agreed to by the Library Official authorised to negotiate such services.
   1. Phone, Gas, Electricity and Water -
      1. The Contractor must pay for its own telephone and all electricity and gas consumed on the Site. The charge for gas and electricity will be calculated at cost. The Library will issue a Tax Invoice to the Contractor for such facilities.
      2. Water is currently provided free of charge however the Library is intending to install a water meter at some future point in time and water usage would then be charged at cost.
   2. Maintenance -
      1. the Library will maintain Library Material in good and proper operating order and will repair any damage due to fair wear and tear (determined as acceptable damage caused by normal use). The Library will not be responsible for loss or damage arising from accident, misuse or negligence involving the Contractor or its employees, agents, or contractors or accidental or malicious loss or damage by third parties.
      2. The contractor must notify the Contract Manager immediately of any damage, loss, defect, or deficiency in Library Material who will arrange for the repair or replacement of the Library Material as required.
   3. Discount Arrangements –
      1. Library staff and accredited Friends of the Library who pay immediately in cash or by EFTPOS, must be provided with, on proof of identification, a discount minimum of 20% on purchases with a value of $2.00 or more excluding milk products and vending machine goods. For the avoidance of doubt, the discount does not apply to any goods/services charged to the account of the Library by means of a Tax Invoice or otherwise not paid for immediately at the time of purchase.
   4. Food and Beverage Pricing –
      1. The Library is not responsible for and has no role in setting prices for food and beverages purchased by customers at either outlet. The Contractor must ensure that such prices are fair and reasonable and are prominently displayed and easily accessible by customers.
      2. The Contractor must ensure that lower priced food items are available for purchase, particularly at the LG1 outlet.
      3. Any proposed changes to food and/or beverage prices should be forwarded to the Contract Manager giving a minimum of two (2) weeks’ notice of the proposed change. This is in the interests of minimising the risk of conflicts and/or misunderstandings.
4. **Reports, Meetings and Reviews**
   1. Reports, meetings, and formal contract reviews will be undertaken in accordance with the Contract Management Plan (which will be developed and agreed to between both parties prior to the commencement of the contract). It is expected that the Contractor will comply with and participate in all requirements detailed in the Contract Management Plan with respect to reports, meetings, and reviews.
5. **Library Assistance and Material** 
   1. The Library will permit the Contractor access to the Library Material specified in Paragraph 2 of Schedule 2 to the Contract from the Contract Commencement Date.
   2. The Contractor must comply with reasonable requests by the Library for temporary use of the designated Library Material.
   3. The Site is provided to the Contractor on an ‘as is, where is’ basis, subject to the provision of maintenance services to the Library Material specified in this Statement of Requirement.
   4. The Library will provide the following facilities at no charge to the Contractor for the performance of the Services:
      1. Use of the chairs and tables as currently provided in the Ground Floor foyer area adjacent Bookplate during Library operating hours for the provision of the Services. Note that the tables and chairs may be required to be relocated when Library hosted events take place in the foyer. The lounge chairs adjacent the bookshop are not for café use.
      2. Use of the podium areas outside of normal Library hours for functions and events as arranged by the Contractor.
      3. Use of the multi-purpose loading bay at Lower Ground (LG2) security entrance for the delivery of goods and/or equipment. The use of this area is to be restricted to activities as reasonably required by the Contractor for the performance of the Services. Note that use of the area is also subject to directions provided by the Contract Manager and/or Security personnel.
      4. Reasonable access to the Library’s internet network for purposes relating to the Contract. Note that the Library uses monitoring tools to check on telephone and internet usage.
      5. Air-Conditioning (HVAC): by prior arrangement (minimum of seven (7) working days’ notice), use of the Library HVAC system for after-hours functions. Note that request s for HVAC operation must be made via email to the Contract Manager.
   5. The Contractor must keep all hazardous materials, equipment or Library Material under proper control and safekeeping and is to ensure that all such materials, equipment or Library Material are clearly labelled and managed in accordance with the instructions and/or recommendations of the supplier and/or manufacturer, and that all relevant legislation and regulations.
   6. The Contractor’s use of Library Material is non-exclusive and does not give the contractor any interest in the Library Material. The Contractor must return the Library Material not consumed in the performance of the Services in good condition (fair wear and tear excepted). The Contractor must allow the Library to conduct routine stocktakes of all Library Material. Access will be provided at reasonable times by the Contractor and the Contractor will assist the Library throughout the stocktake as required. Stocktakes are expected to be undertaken twice during any financial year.

**SCHEDULE 2 – FORM OF OFFER**

This Deed of Undertaking is made the ***2023***

by

|  |
| --- |
| (**Tenderer**)  *(Insert name and ACN/ABN of Tenderer)* |
| in favour of |
|  |
| The NATIONAL LIBRARY OF AUSTRALIA ABN 28 346 858 075 (**The Library**) |

**RECITALS**

1. The Library has issued a Request for Tender (**RFT**) in relation to the provision of Services.
2. The Library requires this Deed of Undertaking to be provided by the Tenderer with the Tender.

**INTERPRETATION**

In this Deed, terms not otherwise defined have the meanings given in the RFT.

**OPERATIVE PROVISIONS**

THE TENDERER UNDERTAKES AS FOLLOWS:

1. The Tenderer offers to provide the Services in accordance with the RFT and on the basis of:

(a) this completed **Schedule 2**; and

(b) the Tender to which this Deed of Undertaking relates.

2. Where the organisation that a Tender proposes the Library enter into a Contract with is a partnership, each person or organisation forming that partnership is jointly and severally liable to the Library for any offer made in the Tender.

**Tender validity period**

3. The Tenderer:

(a) warrants that the information provided by the Tenderer in the Tenderer Schedules is true; and

(b) confirms that its Tender remains valid for acceptance for a period of 6 months after the Tender Closing Time.

***[Note: Tenderers may replace 6 months with a longer period.]***

**Improper assistance and false or misleading information**

4. The Tenderer warrants that the Tender to which this Deed of Undertaking relates has not been prepared with the benefit of:

(a) information obtained from a current or former officer or employee of the Commonwealth of Australia (**Commonwealth**) or the Library in circumstances that constitute a breach of confidentiality or fidelity on the part of that person or a breach of sections 70 or 79 of the *Crimes Act 1914* (Cth) or the Public Service Regulations; or

(b) information otherwise improperly obtained from the Library or any Government Agency.

5. The Tenderer acknowledges that:

(a) the Library will be relying on all of the information contained in and all of the representations made in its Tender and any subsequent written and/or verbal clarifications of the Tender for the purposes of evaluating the Tender against Tenders received from other persons; and

(b) it is a serious offence under Division 137 of the *Criminal Code Act 1995* (Cth) to give false and misleading information to the Commonwealth and its officers.

6. The Tenderer warrants that the Tenderer, and to the best of the Tenderer's knowledge after all reasonable enquiries, any Subcontractors ***[and [name any consortium members]]***, through its or their officers, employees or agents, ***[has/have]*** not attempted and will not attempt to influence improperly or obtain any special advantage from any officer, employee or contractor, or ex-officer, ex-employee or ex-contractor of the Commonwealth or Library in connection with the preparation of or assessment of any Tender.

**Compliance with the RFT**

7. Subject to the Tenderer's response to **Schedule 3.7** of the RFT (Tenderer's Compliance with Draft Contract), the Tenderer warrants that it has read, understands, and agrees to all conditions, including without limitation obligations and acknowledgments included in the RFT, under which this Deed of Undertaking is provided.

**Solvency**

8. The Tenderer warrants that:

(a) it and each of its related bodies corporate (as defined in the Corporations Act), principal share and equity holders and any partners are solvent; and

(b) it is not aware of any process to place the Tenderer or any of its related bodies corporate, principal share and equity holders or partners in liquidation, administration, or the equivalent.

**Further information in relation to financial and corporate capability**

9. The Tenderer hereby:

(a) consents to and authorises the Library, its officers, employees, agents, or advisers to:

(i) undertake any confidential references, probity, credit, security, and financial checks as the Library in its sole and absolute discretion requires; and

(ii) seek any financial information required for the purpose of establishing the financial viability of the Tenderer;

(b) undertakes to provide at the Tenderer's expense reasonable assistance to the Library, its officers, employees, agents, or advisers to assist it in any checking it wishes to have undertaken under or in respect of its Tender; and

(c) undertakes to obtain the consents and authorisations of any Subcontractor nominated by the Tenderer in the RFT necessary to facilitate the Library, its officers, employees, agents, or advisers to:

(i) undertake any confidential references, probity, credit, security, and financial checks as the Library in its sole and absolute discretion requires; and

(ii) seek any financial information required for the purpose of establishing the financial viability of the Tenderer; and

(d) undertakes to provide access to and authorisation for the Library to inspect relevant financial records of the Tenderer, as considered necessary by the Library for the assessment of corporate capability.

10. The Tenderer hereby consents to and authorises the Auditor-General or its nominee to access its premises and inspect any documents, records, or other information, however stored, in connection with the RFT. The Tenderer will cooperate as reasonably required with any request for access.

11. The Tenderer undertakes to obtain the consents, authorisations and cooperation of any Subcontractor nominated by the Tenderer in its Tender necessary to permit the Auditor-General or its nominee to access the Subcontractor's premises and inspect any documents, records, or other information, however stored, in connection with the RFT.

**Conflict of interest**

12. The Tenderer declares the following conflict of interest or potential conflict of interest that may apply to its responding to the RFT or providing the Services involving itself, any member of its consortium or a proposed Subcontractor:

***[Insert details or write "Nil".]***

13. The Tenderer also declares the following circumstances that may give rise to either an actual conflict or a perception of conflict of interest involving itself, any member of its consortium or a proposed Subcontractor:

***[Insert details or write "Nil".]***

14. The Tenderer's proposed method of managing the issues referred to in **paragraphs 12 and 13** and any known or potential conflicts of interest that may arise in the course of providing the Services described in this RFT is:

***[Insert details or write "Not applicable".]***

15. The Tenderer warrants and undertakes that:

(a) at the date of submitting the Tender, no conflict of interest, other than a conflict of interest identified above, exists or is likely to arise concerning itself or a related entity affecting the provision of Services should it be successful with its Tender;

(b) if, before finalisation of the RFT process, a conflict of interest arises concerning itself or a related entity, the Tenderer will notify the Library immediately in writing of that conflict or risk of conflict;

(c) it has the resources, or will be able to obtain the resources, likely to be required to properly provide the Services;

(d) all necessary authorities and approvals have been obtained in order for it to lodge its Tender; and

(e) it will comply with all relevant State/Territory laws and, where applicable or desirable, the *Work Health and Safety Act 2011* (Cth) or regulations.

**Collusive tendering**

16. The Tenderer has not engaged in any collusive bidding, anti-competitive or any other similar unlawful conduct with any other Tenderer or any other person in relation to the preparation or lodgement of its Tender.

17. Without limiting **paragraph 16**, to the best of its knowledge, the Tenderer has not proposed any Subcontractor for a significant part of the delivery of the Services that is involved in a Tender being lodged in relation to this RFT by any other organisation.

**Acknowledgements**

18. The Tenderer acknowledges that:

(a) the requirements and obligations detailed in Schedule 1 (Statement of Requirement) are based on projected future requirements that may vary significantly from current and historical requirements;

(b) it has conducted its own inquiries, investigations, and appraisal of the RFT, including the Services to be provided and any assumptions, uncertainties and contingencies which may have an effect on its Tender;

(c) it has obtained its own advice on the impact of all relevant legislation on its participation in this RFT process;

(d) in lodging its Tender it has not relied on any express or implied statement, warranty, or representation, whether oral, written or otherwise made by or on behalf of the Library, its officers, employees, agents, or advisers, other than any statement, warranty or representation contained in this RFT;

(e) the Library makes no representation that any other Government Agency will necessarily take up any offer made by the successful Tenderer to provide Services to those Government Agencies on the same terms as the Services provided to the Library;

(f) the Library may, in its sole and absolute discretion, at any time exercise any rights it has under the RFT or otherwise; and

(g) the Tenderer is responsible for all costs and expenses related to:

(i) the preparation and lodgement of its Tender;

(ii) any subsequent negotiation; and

(iii) any other action or response in relation to this RFT.

**Judicial decisions in relation to employee entitlements**

19. The Tenderer warrants that neither it nor its proposed Subcontractors have any unpaid claims against them in respect of judicial decisions relating to employee entitlements, other than those for which the Tenderer or Subcontractor has lodged a formal appeal that has not yet been determined.

**Declaration in relation to employment practices**

20. The Tenderer declares the following:

***[Choose one paragraph (a) and delete the other two.]***

(a) The Tenderer has had no adverse court or tribunal decision for a breach of workplace relations law, work health and safety law, or workers’ compensation law in the two years preceding the date this RFT is released.

(a) The Tenderer has had ***[insert number]*** adverse court or tribunal decision for a breach of workplace relations law, work health and safety law, or workers’ compensation law in the two years preceding the date this RFT is released. However, the Tenderer has fully complied or is fully complying with all penalties or orders arising from the court or tribunal decisions.

(a) The Tenderer has had ***[insert number]*** adverse court or tribunal decision for a breach of workplace relations law, work health and safety law, or workers’ compensation law in the two years preceding the date this RFT is released. The Tenderer has not fully complied with, or is currently not fully complying with [***insert number]*** of the penalties or orders arising from the court or tribunal decisions declared above, because in each case:

(i) the decision is currently under appeal, or the period allowed for commencing an appeal has yet to expire; or

(ii) the period allowed for paying the penalty and complying with the order has yet to expire.

(b) The Tenderer understands its obligations under all applicable workplace relations laws, work health and safety laws, and workers’ compensation laws. The Tenderer undertakes that it complies with all of these obligations.

(c) The Tenderer agrees that the Library may provide any information collected, or provided to it by the Tenderer during the course of this Tender process to other Commonwealth agencies or regulatory bodies including the Department of Jobs and Small Business, Australian National Audit Office, Fair Work Ombudsman and Fair Work Commission.

(d) If at any time prior to entry into contact with the preferred Tenderer, any information provided in this declaration changes, the Tenderer agrees to advise the Library of that change within 7 days.

**Tenderer's contact details:**

|  |  |
| --- | --- |
| Name of Tenderer |  |
| Tenderer’s ABN / ACN |  |
| Tenderer’s Address |  |

**Tenderer's Representative:**

|  |  |
| --- | --- |
| Name |  |
| Telephone |  |
| Email Address |  |

**EXECUTED** as a deed poll.

**SIGNED, SEALED** and **DELIVERED** by the

***[Tenderer]*** ABN ***[insert]***

Signature of director Signature of director/secretary

Name Name

**SCHEDULE 3 – TENDER SCHEDULES**

Tenderers are to ensure that they provide sufficient information to evaluate their Tenders against all the evaluation criteria in this RFT. The following Tender Schedules, which Tenderers should complete as part of their Tender, are intended to mirror the Evaluation Criteria set out in this RFT.

Tenderers' compliance with the Conditions for Participation set out in **clause 6.1** of this RFT will be evaluated by reference to their Tenders and in particular:

* Form of Offer (**Schedule 2**); and
* Tender Schedules (**Schedules 3.1 and 3.2**).

**SCHEDULE 3.1 – ADDITIONAL CONDITIONS FOR PARTICIPATION**

Not used

**SCHEDULE 3.2 – ESSENTIAL REQUIREMENTS**

Tenderers must demonstrate their ability to meet the following essential requirements as a Condition for Participation:

* + 1. The Library must be satisfied that the Tenderer has the capability to provide the Services to the required performance standards as set out in the Statement of Requirement.
    2. The Library must be satisfied that the Tenderer has the capability, necessary past experience and proven track record to deliver the Services whilst operating within an iconic government institution with a significant public profile.

Tenderers should include in their response examples of services they have delivered of a similar size, degree of quality and complexity.

|  |
| --- |
| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

|  |  |
| --- | --- |
| **Tenderer’s Name** |  |
| **Tenderer’s Signature** |  |
| **Date** |  |

**SCHEDULE 3.3 – UNDERSTANDING OF AND APPROACH TO THE SERVICES REQUIRED**

This Schedule is to be completed by the Tenderer and lodged with its Tender.

**1. Service solution**

1.1 Tenderers are to provide detailed information on their proposed solution to the Library's **Schedule 1** (Statement of Requirement), including an indication of how the Tenderer will meet the prescribed performance standards and service levels.

1.2 The Library is also interested in Tenderers' flexibility to adapt to possible changes over the Term of the proposed Contract. Tenderers should highlight where they consider that they can provide innovation and continuous improvement as part of their solution.

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| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

**2. Risk management**

2.1 The Library is seeking to ensure that adequate and appropriate risk management strategies are incorporated into procedures for the day-to-day management and delivery of Services.

2.2 Tenderers are to provide a risk management plan which at least includes:

(a) a preliminary risk assessment which identifies the nature and severity of:

(i) the risks that will be the responsibility of the contractor;

(ii) the risks that will remain the responsibility of the Library;

(iii) the strategies that will be applied to manage all of the risks identified;

(iv) any procedures that the Tenderer will have in place in the event that the Tenderer is unable to perform the Services; and

(v) any other risks considered by Tenderers to be relevant to the management and delivery of the Services; and

(b) a risk management plan which complies with AS/NZS ISO 31000:2009.

2.3 The Library may require the preferred Tenderer to provide, as a precondition to entry into a Contract, a performance guarantee from a related body corporate (as defined in the Corporations Act) in a form and substance that is acceptable to the Library.

2.4 The Library may also require, as an additional form of security, an unconditional financial undertaking from an Australian bank on terms that are acceptable to the Library. The Tenderer must confirm it will provide such guarantees and undertakings, if any, specified in the Contract. The cost of any unconditional financial undertaking (if required) should be addressed separately and should not be included in the price.

**3 Implementation Plan**

3.1 Tenderers are to provide a draft Implementation Plan which includes details of:

(a) key milestones;

(b) the implementation team proposed by the Tenderer;

(c) the extent of the Library's involvement;

(d) stakeholder consultative arrangements, including in relation to the Library's senior executives;

(e) the establishment of IT, project management, reporting, or other relevant systems, including links to existing systems; and

(f) the collection and migration of data (if applicable).

3.2 Information on key milestones (in sufficient detail to enable the Library to ascertain the key steps and procedures to be undertaken by the contractor) and curricula vitae of the key manager(s) responsible for implementation must be provided in a separate annex. The Library reserves the right to interview key managers as part of this RFT evaluation.

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| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

**4. Subcontractors**

4.1 If it is proposed that any work is to be performed under Subcontracts, the names and ABNs of the proposed Subcontractors and details of the work proposed to be undertaken by them must be set out in the Tender. Tenderers should note that the Contract requires that:

(a) Subcontractors be approved in writing by the Library before being allotted any part of the work, and the Contract gives the Library the right to not permit the use of Subcontractors; and

(b) the Tenderer ensures that:

(i) the work performed by any Subcontractor meets the requirements of the Contract in full; and

(ii) the subcontract contains certain minimum Library requirements, such as audit rights, privacy, intellectual property, workplace gender equality and security.

4.2 As part of the audit rights contained in the Contract, copies of all orders placed on Subcontractors must be supplied to the Library if requested.

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| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

**5.** **Environmental considerations**

5.1 The Tenderer is to confirm that it is aware of the following Australian Government environmental policies and that it will comply with them (to the extent applicable) when delivering the Services:

(a) [*Sustainable Procurement Guide*](http://www.environment.gov.au/protection/national-waste-policy/publications/sustainable-procurement-guide) – Department of the Environment and Energy, 2013; and

(b) [*Energy Efficiency in Government Operations Policy*](https://www.energy.gov.au/government-priorities/energy-productivity-and-energy-efficiency/government-buildings)– Department of the Environment and Energy.

5.2 Tenderers are to provide details as to how they will use sound environmental management practices in relation to the conduct of the Services, including:

(a) where possible, the use of energy-efficient technologies;

(b) the use of energy management technologies;

(c) the minimisation of hazardous substances derived from or related to the provision of the Services;

(d) the use of environmentally friendly disposal methods; and

(e) the adoption of environmentally friendly packaging materials.

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| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

6. **Indigenous Procurement Policy**

6.1 Tenderers should note that the Indigenous Procurement Policy applies to this procurement. More information on the Indigenous Procurement Policy can be found at [www.dpmc.gov.au/indigenousaffairs](http://www.dpmc.gov.au/indigenousaffairs).

6.2 In particular, Tenderers should note the purpose of the Indigenous Procurement Policy is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).

6.3 In its Tender, each Tenderer is requested to detail how it will increase its:

(a) purchasing from Indigenous enterprises (being an organisation that is 50 per cent or more Indigenous owned that is operating a business); and

(b) employment of Indigenous Australians,

in the delivery of any resultant Contract.

6.4 Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and / or use of Indigenous suppliers in the Tenderer's supply chain.

6.5 In evaluating Tenders, the Library will take into consideration the Tenderer's proposed approach to:

(a) using Indigenous enterprises in its supply chain; and

(b) the employment of Indigenous Australians.

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| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

|  |  |
| --- | --- |
| **Tenderer’s Name** |  |
| **Tenderer’s Signature** |  |
| **Date** |  |

**7. Modern Slavery**

*Note to Tenderers: The Agency may require the successful Tenderer to comply with one of the modern slavery model contract clauses available at https://modernslaveryregister.gov.au/resources/ depending on the Agency’s risk assessment of modern slavery. The Agency will determine the appropriate clause to include in the contract based on the assessed level of modern slavery risk.*

7.1 Under the Modern Slavery Act 2018 (Cth), the Australian Government is required to report annually on modern slavery risks across whole-of-government procurement and investments. The Australian Government is committed to ensuring its supply chains are not linked to modern slavery and to address and mitigate risks that are identified. More information on the Australian Government’s response to modern slavery risks is available at https://modernslaveryregister.gov.au/statements/file/dba35028-74c5-4324-8b41-4cd553a66f2e/.

7.2 Tenderers must provide details of how they will identify, assess and address risks of Modern Slavery practices in the operations and supply chains that will be used in the provision of Goods and/or Services by providing a response to the question below.

7.3 In performing any contract, the successful Tenderer may be required to comply with one of the modern slavery model contract clause options available at https://modernslaveryregister.gov.au/resources/ which may require the Tenderer to:

* + 1. take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods and/or Services;
    2. ensure the Tenderer’s personnel responsible for managing the operations and supply chains used in the performance of the contract have undertaken suitable training to be able to identify and report on Modern Slavery; and,
    3. manage specific risks of Modern Slavery as well as address or remove Modern Slavery practices identified in the Tenderer’s supply chain and operations.

7.4 In this clause: *Modern Slavery* has the same meaning as it has in the Modern Slavery Act 2018 (Cth).

7.5 Provide details of how you (as Tenderer) identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods and/or Services.

|  |
| --- |
| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

|  |  |
| --- | --- |
| **Tenderer’s Name** |  |
| **Tenderer’s Signature** |  |
| **Date** |  |

**SCHEDULE 3.4 – KNOWLEDGE, EXPERTISE, RESPONSIVENESS, RELIABILITY AND PAST EXPERIENCE**

This Schedule is to be completed by the Tenderer and lodged with its Tender.

**1. Past performance**

1.1 Each Tenderer is to provide details of at least three similar projects or engagements of similar size or complexity to the stated requirement. The following information must be provided at a minimum for each project:

(a) engagement description;

(b) client / organisation;

(c) referee contact;

(d) date of commencement and period of association;

(e) whether the services were delivered within the required timeframe;

(f) the lead time for the delivery of the services; and

(g) brief description, including services provided, number of personnel involved in the delivery of the services, geographical location, skills that were required, lessons learnt and how these experiences will be applied to the Library.

1.2 All relevant experience will be considered whether or not that experience is with the Australian Government.

1.3 Each Tenderer is to also provide evidence of consistency of performance in similar projects or engagements of similar size or complexity to the stated requirement.

**2. Newly formed companies**

2.1 If the Tenderer does not have an established track record of service delivery (e.g., if the Tenderer has been recently created to represent a consortium), the Tenderer must provide sufficient information and assurances in the categories requested in **paragraph 1** above in order to satisfy the Library that the Tenderer has access to the necessary skills and resources to provide the Services as required by this RFT and the Contract.

|  |
| --- |
| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

|  |  |
| --- | --- |
| **Tenderer’s Name** |  |
| **Tenderer’s Signature** |  |
| **Date** |  |

**SCHEDULE 3.5 – EXPERIENCE AND QUALIFICATIONS OF THE TENDERER'S KEY PERSONNEL**

This Schedule is to be completed by the Tenderer and lodged with its Tender.

Tenderers must provide personal referees for key personnel proposed in the Tender and information about their expertise in relation to the Services.

|  |  |
| --- | --- |
| **Tenderer's Response** | |
| List Personnel including CV’s and experience: |  |
| Personnel Referees: |  |

|  |  |
| --- | --- |
| **Tenderer’s Name** |  |
| **Tenderer’s Signature** |  |
| **Date** |  |

**SCHEDULE 3.6 – STRATEGIC FIT**

1. This criterion aims to assess Tenderers on the extent to which their contract performance in the past demonstrates a strategic and cultural fit with the Library which enhances its capability and commitment to perform the Services throughout the Term of the Contract. The preferred Tenderer will be required to work closely with the Library, and those other entities contracted to the Library in relation to related services, over a period of time. Accordingly, it is important to the Library to be satisfied that the preferred Tenderer has a demonstrated track record of working closely and cooperatively over extended periods of time with other agencies, particularly agencies with similar functions to the Library.

2. Tenderers are to provide the following information:

(a) if the Tenderer has entered into one or more contracts with the Australian Government within the last three years, information about those contracts and how their performance demonstrates that it is able to meet this evaluation criterion. This information should include the name of relevant projects, the duration, the number of other parties involved (if any) and written referee reports (no more than three projects required);

(b) if the Tenderer has not entered into a contract with the Australian Government within the last three years, or wishes to provide additional examples, the information referred to in **paragraph 2(a)** above in relation to other contracts it has entered into within the last three years demonstrating how it is able to meet this evaluation criterion;

(c) details of any disputes, claims or proceedings involving the Australian Government within the last three years; and

(d) any other information the Tenderer considers relevant to its assertion that it is able to meet this evaluation criterion.

|  |
| --- |
| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

|  |  |
| --- | --- |
| **Tenderer’s Name** |  |
| **Tenderer’s Signature** |  |
| **Date** |  |

**SCHEDULE 3.7 – TENDERER'S COMPLIANCE WITH THE DRAFT CONTRACT**

**1. Statement of Compliance with Draft Contract**

1.1 Tenderers are to state in their Tenders their compliance with each clause, Annexure, Schedule, or Attachment to or of the draft Contract. Tenderers can simply respond by stating that they comply with every clause, Annexure, Schedule, or Attachment to or of the draft Contract.

1.2 If a Tenderer does not comply with particular clauses in the draft Contract, it must precisely identify their extent of non-compliance. Tenderers must also provide reasons for such non-compliance, providing details of any alternative proposal (e.g. actual drafting of an alternative clause). Where there will be a price advantage to the Library of accepting the non-compliance or partial compliance proposed by the Tenderer, the Tenderer is to state this in their Statement of Compliance.

1.3. One shaded box and one table are provided overleaf for Tenderers to indicate either:

(a) that they comply entirely with the Contract; or

(b) if they do not comply entirely with the Contract, precise details of such non-compliance or partial compliance (including clause references), the reasons for and extent of such non-compliance, and any alternative proposals.

1.4 The expressions used have the following meaning:

(a) "complies" means:

(i) in the case of a clause which imposes a contractual condition, that the condition is agreed to;

(ii) in the case of a clause which specifies a characteristic or performance to be met by the Services provided, that the Tender must provide the requirement as specified;

(iii) in the case of a clause which is of an informative nature only, that the clause has been read and understood and is agreed; or

(iv) in the case of a clause where information has been requested, that the information has been provided in the required level of detail and in the required format;

(b) "does not comply" means that the contractual obligation, characteristic or performance requirement of the clause cannot be met by the Tenderer; and

(c) "partially complies" means that the contractual condition, characteristic or performance requirement by the clause can be substantially met by the offer, subject to certain specified qualifications.

1.5 The Library will consider the Tenderer's Statement of Compliance in its assessment of Tenders under this RFT.

1.6 After the Tender Closing Time, the Tenderer must not seek to alter a clause that it has complied with. The Library does not intend to negotiate in relation to any clause, Annexure, Schedule, or Attachment to or of the draft Contract if the Tenderer's Statement of Compliance concerning the clause, Annexure, Schedule, or Attachment contains a response of "complies".

**Delete as appropriate:**

|  |  |
| --- | --- |
| **We fully comply with the terms of the draft Contract** | **We do not fully comply with the terms of the draft Contract (proceed to next table)** |

**Areas of non-compliance or partial compliance with the draft Contract:**

| Section | Partially Comply | Do Not Comply | Reason | Alternative Proposals  (If Any) | Price reduction if the Library accepts the alternative proposal |
| --- | --- | --- | --- | --- | --- |
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**2. Confidential information**

2.1 The Library will agree to keep confidential any specific information provided under, or in connection with, any resultant Contract where it is appropriate to do so having regard to the matters covered by the guidance on *Confidentiality throughout the Procurement Cycle* available on the Department of Finance's website at http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html (the **Guidelines**). Tenderers should note that the Guidelines only allow confidentiality to be maintained in limited circumstances. It is also Library practice to report the total price of each Contract on AusTender.

2.2 If Tenderers want information to be treated as confidential following the award of a Contract they need to list in below. If the Library agrees to the request, this information will be listed in the Contract as confidential.

| Description of information | Period of confidentiality | Reason for confidentiality |
| --- | --- | --- |
|  |  |  |
|  |  |  |

|  |  |
| --- | --- |
| **Tenderer’s Name** |  |
| **Tenderer’s Signature** |  |
| **Date** |  |

**SCHEDULE 3.8 – VALUE ADDED SERVICES**

This Schedule is to be completed by the Tenderer and lodged with its Tender.

**1. Additional Services**

1.1 The Library is interested in any value-added Services that the Tenderer is able to offer to the Library beyond the service levels and the standards of performance within the Statement of Requirement (**Value Added Service**).

1.2 Where a Value-Added Service is proposed, a Tenderer must:

(a) separately identify, in detail, the proposed Value-Added Service, alternative approach or solution;

(b) justify the Value-Added Service with explicit reasons; and

(c) explain the financial impact (including both the impact on the Tenderer's pricing proposal and the impact on the Library's own resource costs) and any other consequences of the Value-Added Service.

|  |
| --- |
| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

**2. Alternative approaches**

2.1 The Library is prepared to consider, in its sole and absolute discretion, alternative approaches to those requested in this RFT where the Tenderer demonstrates that such alternative approaches may be more beneficial to the Library than the approaches specified in this RFT. However, the Library will consider an alternative approach only if the Tenderer also provides in its Tender a response that conforms to the approach specified in, and the requirements of, this RFT.

2.2 Where an alternative approach or solution is proposed, a Tenderer must:

(a) separately identify, in detail, the proposed alternative approach or solution;

(b) justify the proposed alternative approach or solution with explicit reasons; and

(c) explain the financial impact (including both the impact on the Tenderer's pricing proposal and the impact on the Library's own resource costs) and any other consequences of the proposed alternative approach or solution relative to the conforming approach.

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| --- |
| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

|  |  |
| --- | --- |
| **Tenderer’s Name** |  |
| **Tenderer’s Signature** |  |
| **Date** |  |

**SCHEDULE 3.9 – DUE DILIGENCE – CORPORATE CAPABILITY**

This Schedule is to be completed by the Tenderer and lodged with its Tender.

**1. Corporate information**

1.1 The Library will examine the corporate capability of the Tenderer to perform the Services to enable this evaluation. Tenderers are to provide the following information:

(a) details of its corporate and ownership structure, including identification of any related bodies corporate (as defined in the Corporations Act). If the Tenderer is a subsidiary, it must provide full details of the legal and financial relationship between itself and its related bodies corporate;

(b) business profiles and corporate objectives and priorities of its company and any related bodies corporate;

(c) the names of all directors and officers of the Tenderer's company and:

(i) of any related bodies corporate; or

(ii) if the Tenderer has been formed to represent a consortium, of each of its principal share or equity holders;

(d) a full description of the Tenderer's current operations; and

(e) a copy of the Tenderer company's Certificate of Incorporation.

1.2 Tenderers are to disclose any civil or criminal prosecutions within the past five years of the Tenderer and known Subcontractors, any related bodies corporate, or any director or officer of the foregoing concerning any of the following, or any allegation of the following:

(a) failure to pay any taxes, levies, fees, duties, or other similar payments to the Commonwealth of Australia, to any State or local taxing authority within Australia or to any foreign taxing authority;

(b) any breaches of any duties imposed by law in Australia or any foreign jurisdiction relating to provision of services similar to the Services; or

(c) participation in, or acquiescence to, any practices in the dealing with any government in Australia or any foreign jurisdiction that are unlawful under the law of Australia or the foreign jurisdiction concerned, or (if relating to a related body corporate or director or officer thereof) under the law of any jurisdiction that such related body corporate is subject to.

1.3 Tenderers are to disclose any pending investigation of a similar nature of any of the entities or persons indicated in **paragraph 1.1** ofthis Schedule of which such entity or person has actual notice.

1.4 Tenders are to disclose details of any significant events, including litigation, matters or circumstances which have arisen which may significantly affect the performance of the Services, or which may impact on the financial standing of the Tenderer.

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| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

**2. Insurance**

2.1 Tenderers are to provide details of insurance cover held and/or proposed in respect of the Services. Such details must include, but need not be limited to:

(a) types of insurance coverage currently held by the Tenderer;

(b) the amount of cover provided for by each policy; and

(c) the expiry date of each policy.

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| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

**3. Changes to corporate structure ownership and support**

3.1 Each Tenderer is to confirm that if, after submission of its Tender, there is a change to:

(a) its corporate structure;

(b) its ownership structure;

(c) the basis upon which it will have access to the necessary skills, resources or corporate or financial backing to provide the Services; or

(d) its insurance coverage;

that may alter any of the information or assurances that the Tenderer has given in its Tender, the Tenderer will promptly notify the Library as to:

(e) which parts of its Tender (ie relevant pages, sections, clauses, schedules, exhibits and other like references to its Tender, and any other material and information provided to the Library) are to be altered; and

(f) how they are to be altered.

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| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

**4. Newly formed companies**

4.1 If the Tenderer does not have an established track record (eg if the Tenderer has been recently created to represent a consortium), the Tenderer must provide sufficient information and assurances in order to satisfy the Library that the Tenderer will have an appropriate level of corporate and financial backing to provide the Services as required by this RFT.

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| **Tenderer's Response** |
| ***[NOTE TO TENDERERS: INSERT RESPONSE UNLESS INCLUDED AS A SEPARATE ATTACHMENT]*** |

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| **Tenderer’s Name** |  |
| **Tenderer’s Signature** |  |
| **Date** |  |

**5. Workplace Gender Equality**

5.1 Under Australian Government procurement policy, you are obliged to indicate whether or not your organisation is covered by the *Workplace Gender Equality Act 2012* (Cth) (the **WGE Act**). Your organisation is covered by the WGE Act if it is a ‘relevant employer’, defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

Yes, I am a relevant employer. I have attached a current letter of compliance as part of this submission which indicates my compliance with the WGE Act.

Yes, I am a relevant employer. I will be providing a current letter of compliance prior to contract.

No, I am not a relevant employer.

**SCHEDULE 4 – PRICE SCHEDULE**

Not used

**SCHEDULE 5 – DRAFT CONTRACT**

The proposed draft Contract appears as an attachment to this Schedule.

# ANNEXE A – Site Diagrams

Please refer enclosed diagrams