



MELBOURNE
RECITAL
CENTRE

Melbourne Recital Centre

Invitation for Expressions of Interest (EOIs) for Foyer Bar Management Services

Reference number: FOYERBARS-2019-EOI
Issue Date: Friday 6 September 2019
Place for lodgement: MELBOURNE RECITAL CENTRE
31 Sturt Street, Southbank VIC 3006

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Introduction

An Expression of interest (EOI) is used to identify suppliers interested in, and capable of, delivering required goods or services. Potential suppliers are asked to provide information on their capability and capacity to do the work.

1 The opportunity

Melbourne Recital Centre (MRC) is seeking responses to this Invitation for Expressions of Interest (EOI) for Foyer Bar Management Services.

2 Objectives

The purpose of this EOI process is to assess the ability of Registrants to fulfil design services required by MRC in the manner set out in the Overview of Requirements (Part B of this Invitation).

Invitation Part A - Conditions of the EOI Process

Reference Schedule

The information contained in this Reference Schedule must be read in conjunction with the remainder of Part B of this Invitation.

Capitalised terms used in this Invitation have defined meanings which are explained in section 12 of Part A. Capitalised terms defined elsewhere in this Invitation but not referred to in section 12 of Part A have the same meaning wherever used throughout this Invitation.

Item 1: Agency: Melbourne Recital Centre

Item 2: EOI reference number: FOYERBARS-2019-EOI

Item 3: Project Manager

Name and title	Robert Murray Director of Marketing and Customer Relations
Address for correspondence by post	31 Sturt Street Southbank, VIC 3006
Telephone	(03) 9207 2657
Email Address	Robert.murray@melbournerecital.com.au

Item 4: Indicative Timetable*

Activity	Date
Invitation issued	Monday 9 September 2019
End of period for questions or requests for information	Friday 20 September 2019
Closing Time	COB Friday 27 September
Intended completion of evaluation of EOIs	Friday 4 October
Intended contract commencement	January 1 2020

** Note: This timetable is provided to give Registrants an indication of the anticipated timing of the EOI Process. The timetable is indicative only and may be changed by the Agency in accordance with the Conditions of the EOI Process set out in Part A of this Invitation*

Item 5: Lodgement of EOIs

Address of EOI	Stage Door 31 Sturt St Southbank VIC 3006
Hours of Access to lodge EOI	9am - 5pm, Mon - Fri (Public Holidays excepted)
Information to be marked on package containing the EOI	To be marked with 'EOI Submission - Foyer Bar Management Services (FOYERBARS-2019-EOI)'
Other requirements	The respondent may either submit one hard copy of its EOI or email an electronic copy of it to the Project Manager.

Rules governing this Invitation and the EOI Process

1 Application of these rules

Participation in the EOI Process is subject to compliance with the rules contained in this Part A.

All persons (whether or not they submit an EOI) having obtained or received this Invitation may only use it, and the information contained in it, in compliance with the rules set out in this Part A.

All Registrants are deemed to accept the rules contained in this Part A. The rules contained in this Part A of the Invitation apply to:

- (i) the Invitation and any other information given, received or made available in connection with the Invitation and any revisions or addenda;
- (ii) the EOI Process; and
- (iii) any communications (including any Briefings, presentations, meetings or negotiations) relating to the Invitation or the EOI Process.

2 Structure of Invitation

This Invitation consists of the following parts:

- (i) Introduction - contains an overview of the opportunity presented in, and the objectives of, this Invitation.
- (ii) Part A - Conditions of the EOI Process sets out the rules applying to the Invitation documents and to the EOI Process. These rules are deemed to be accepted by all Registrants and by all persons having received or obtained the Invitation.
- (iii) Part B - Overview of Requirements describes the Services in respect of which the Agency invites EOIs from interested persons.
- (iv) Part C - Registrant's Response specifies the information to be provided in an EOI and may also specify any information to be provided by a Registrant by other means. Part C may include templates to be completed and included in an EOI.

3 Invitation

3.1 Status of Invitation

This Invitation is not an offer. It is an invitation for persons/organisations to submit an EOI for the provision of the Services set out in the Overview of Requirements contained in Part B of this Invitation.

Nothing in this Invitation is to be construed as creating any binding contract for the supply of the Services (express or implied) between the Agency and any Registrant until the Agency and a Registrant enter into a final, binding contract.

3.2 Accuracy of Invitation

While all due care has been taken in connection with the preparation of this Invitation, the Agency does not warrant the accuracy of the content of the Invitation and the Agency will not be liable for any omission from the Invitation.

3.3 Additions and amendments to Invitation

The Agency reserves the right to change any information in, or to issue addenda to this Invitation.

3.4 Representations

No representation made by or on behalf of the Agency in relation to the Invitation (or its subject matter) will be binding on the Agency unless that representation is expressly incorporated into any contract(s) ultimately entered into between the Agency and a Registrant.

3.5 License to use and Intellectual Property Rights

Persons obtaining or receiving this Invitation and any other documents issued in relation to the EOI Process may use the Invitation and such documents only for the purpose of preparing an EOI.

Such Intellectual Property Rights as may exist in the Invitation and any other documents provided to Registrants by or on behalf of the Agency in connection with the EOI Process are owned by (and will remain the property of) the Agency except to the extent expressly provided otherwise.

4 Communications during the EOI Process

4.1 Project Manager

All communications relating to the Invitation and the EOI Process must be directed to the Project Manager.

4.2 Requests for clarification or further information

Any questions or requests for further information or clarification of the Invitation (or any other document issued in connection with the EOI Process) must be submitted to the Project Manager in writing, preferably by email.

Any communication by a Registrant to the Agency will be effective upon receipt by the Project Manager (provided such communication is in the required format).

The Agency may restrict the period during which it will accept questions or requests for further information or for clarification and reserves the right not to respond to any question or request, irrespective of when such question or request is received.

4.3 Unauthorised communications

Communications (including promotional or advertising activities) with staff of the Agency or consultants assisting the Agency with the EOI Process are not permitted during the EOI Process except as provided in section 4.2 above, or otherwise with the prior written consent of the Project Manager. Nothing in this section 4.3 is intended to prevent communications with staff of, or consultants to, the Agency to the extent that such communications do not relate to this EOI or the EOI Process.

Registrants must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the EOI Process in any way.

Unauthorised communications with such persons may, in the absolute discretion of the Agency, lead to disqualification of a Registrant.

4.4 Improper assistance

Registrants must not seek or obtain the assistance of employees, agents, contractors or service providers (with respect to the EOI) of the Agency or the State in the preparation of their EOIs. In addition to any other remedies available to it under law or contract, the Agency may, in its absolute discretion, immediately disqualify a Registrant that it believes has sought or obtained such assistance.

4.5 Anti-competitive conduct

Registrants and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Registrant or any other person in relation to the preparation, content or lodgement of their EOI. In addition to any other remedies available to it under law or contract, the Agency may, in its absolute discretion, immediately disqualify a Registrant that it believes has engaged in such collusive or anti-competitive conduct.

4.6 Complaints about EOI Process

Any complaint about the Invitation or the EOI Process must be submitted to the Project Manager in writing immediately upon the cause of the complaint arising or becoming known to the Registrant. The written complaint statement must set out:

- (a) the basis for the complaint (specifying the issues involved);
- (b) how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint;
- (c) any relevant background information; and
- (d) the outcome desired by the person or organisation making the complaint.

5 Submission of EOIs

5.1 Lodgement

EOIs must be lodged only by the means set out in item 5 of the Reference Schedule.

Packages containing the EOI must be marked with the information set out in item 5 of the Reference Schedule.

5.2 Late EOIs

EOIs must be lodged by the Closing Time set out in item 4 of the Reference Schedule. The Closing Time may be extended by the Agency in its absolute discretion by providing written notice to Registrants.

EOIs lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this Invitation will be disqualified from the EOI Process and will be ineligible for consideration, except where the Registrant can clearly demonstrate (to the reasonable satisfaction of the Agency) that late lodgement of the EOI:

- (a) resulted from the mishandling of the EOI by the Agency; or
- (b) was hindered by a major incident and the integrity of the EOI Process will not be compromised by accepting an EOI after the Closing Time.

The determination of the Agency as to the actual time that an EOI is lodged is final. Subject to paragraphs (a) and (b) above, all EOIs lodged after the Closing Time will be recorded by the Agency and will only be opened for the purposes of identifying a business name and address of the Registrant. The Agency will inform a Registrant whose EOI was lodged after the Closing Time of its ineligibility for consideration.

6 EOI documents

6.1 Format and contents

Registrants must ensure that:

- (i) their EOI is presented in the required format as set out in Part C; and
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- (ii) all the information fields in Part C are completed and contain the information requested.

The Agency may in its absolute discretion reject an EOI that does not include the information requested or is not in the format require

Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective proposal are not desired or required. Elaborate artwork and expensive visual and other presentation aids are not necessary.

Word limits where specified should be observed and the Agency reserves the right to disregard any parts of the EOI exceeding the specified word limit.

Registrants should fully inform themselves in relation to all matters arising from the Invitation, including all matters regarding the Agency's requirements for the provision of the Services.

6.2 Illegible content, alteration and erasures

Incomplete EOIs may be disqualified or evaluated solely on the information contained in the EOI.

The Agency may disregard any content in an EOI that is illegible and will be under no obligation whatsoever to seek clarification from the Registrant.

The Agency may permit a Registrant to correct an unintentional error in its EOI where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the Agency reasonably considers that the correction would materially alter the substance of the Registrant's EOI.

6.3 Obligation to notify errors

If, after an EOI has been submitted, the Registrant becomes aware of an error in the EOI (excluding clerical errors which would have no bearing on the evaluation of the EOI) the Registrant must promptly notify the Agency of such error.

6.4 Preparation of EOIs

The Agency will not be responsible for, nor pay for, any expense or loss that may be incurred by Registrants in the preparation of their EOIs.

6.5 Disclosure of EOI contents and EOI information

EOIs will be treated as confidential by the Agency. The Agency will not disclose EOI contents and EOI information, except:

- (i) as required by law;
 - (ii) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
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- (iii) to external consultants and advisers of the Agency engaged to assist with the EOI Process;
- (iv) to other government departments or agencies in connection with the subject matter of the EOI Process; or
- (v) general information from Registrants required to be disclosed by government policy.

6.6 Use of EOIs

Upon submission in accordance with the requirements of section 5 of this Part A and item 5 of the Reference Schedule, all EOIs become the property of the Agency. Registrants will retain all ownership rights in intellectual property contained in the EOI. The submission of an EOI does not transfer to the Agency any ownership interest in the Registrant's intellectual property rights or give the Agency any rights in relation to the Invitation, except as expressly set out below.

Each Registrant, by submission of their EOI, is deemed to have licensed the Agency to reproduce the whole, or any portion, of their EOI for the purposes of enabling the Agency to evaluate the EOI.

6.7 Withdrawal of EOI

A Registrant who wishes to withdraw an EOI previously submitted by it must immediately notify the Agency of that fact. Upon receipt of such notification, the Agency will cease to consider that EOI.

6.8 Status of EOI

Each EOI constitutes a non-binding proposal by the Registrant to the Agency to provide the Services required under, and otherwise to satisfy the requirements of, the Overview of Requirements (Part B of this Invitation).

7 Capacity to comply with Overview of Requirements

Part B of this Invitation gives an overview of the Agency's requirements regarding the Services that are the subject of this Invitation. It will be assumed that each Registrant will provide all the Services in full. Where Registrants believe they will not provide all the Services in full or will only comply with the Overview of Requirements subject to conditions, they should either not apply or set out any potential limitations in the Registrant's Response.

8 Evaluation of EOIs

8.1 Evaluation process

Following the Closing Time, the Agency currently intends to evaluate the EOIs received. EOIs will be evaluated against the Evaluation Criteria specified in Attachment A to this Part A of the Invitation.

An EOI will not be deemed to be unsuccessful until such time as the Registrant is formally notified of that fact by the Agency.

8.2 Clarification of EOI

If, in the opinion of the Agency, an EOI is unclear in any respect, the Agency may, in its absolute discretion, seek clarification from the Registrant. Failure to supply clarification to the satisfaction of the Agency may render the EOI liable to disqualification.

The Agency is under no obligation to seek clarification of anything in an EOI and the Agency reserves the right to disregard any clarification that the Agency considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this Part A.

9 Next stage

9.1 Options available to the Agency

After evaluation of all EOIs, the Agency may, without limiting other options available to it, do any of the following:

- (a) prepare a shortlist of Registrants and invite tenders from those Registrants;
- (b) call for tenders from the market generally for the Services or any similar or related services;
- (c) enter into pre-contractual negotiations with one or more Registrants;
- (d) decide not to proceed further with the EOI process or any other procurement process for the Services; or
- (e) commence a new process for calling for EOIs on a similar or different basis to that outlined in this Invitation.

9.2 No legally binding contract

Being shortlisted does not give rise to a contract (express or implied) between the successful Registrant and the Agency. No legal relationship will exist between the Agency and a successful Registrant relating to the supply of the Services unless and until such time as a binding contract is executed by them.

10 Registrant warranties

By submitting an EOI, a Registrant warrants that:

- (i) in lodging its EOI it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the Agency, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the Invitation documents;
- (ii) it did not use the improper assistance of Agency employees or information unlawfully obtained from the Agency in compiling its EOI;
- (iii) it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by the Agency to Registrants for the purposes of submitting an EOI;
- (iv) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its EOI;
- (v) it has otherwise obtained all information and advice necessary for the preparation of its EOI;
- (vi) it is responsible for all costs and expenses related to the preparation and lodgment of its EOI, any subsequent negotiation, and any future process connected with or relating to the EOI Process;
- (vii) it otherwise accepts and will comply with the rules set out in this Part A of the Invitation;
- (viii) it will provide additional information in a timely manner as requested by the Agency to clarify any matters contained in the EOI; and
- (ix) it is satisfied as to the correctness and sufficiency of its EOI.

11 Agency's rights

Notwithstanding anything else in this Invitation, and without limiting its rights at law or otherwise, the Agency reserves the right, in its absolute discretion at any time, to:

- (i) vary or extend any time or date specified in this Invitation for all or any Registrants or other persons; or,
- (ii) terminate the participation of any Registrant or any other person in the EOI Process.

12 Interpretation

12.1 Definitions

In this Invitation for EOIs, unless a contrary intention is apparent:

Agency means the government department or agency (as specified in item 1 of the Reference Schedule) responsible for the EOI Process.

Closing Time means the time specified as such in item 4 of the Reference Schedule by which EOIs must be received.

EOI means a document lodged by a Registrant in response to this Invitation containing a proposal to provide Services.

EOI Process means the process commenced by the issuing of an Invitation for EOIs and concluding upon formal announcement by the Agency of the selection of shortlisted Registrant(s) or upon the earlier termination of the process.

Evaluation Criteria means the criteria set out in Attachment A to this Part A of the Invitation.

Intellectual Property Rights includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Invitation for EOIs or **Invitation** means this document (comprising each of the parts identified in section 2 of this Part A) and any other documents so designated by the Agency.

Overview of Requirements means the overview of the Agency's requirements contained in Part B of this Invitation.

Project Manager means the person so designated in item 3 of the Reference Schedule.

Reference Schedule means the schedule so designated forming part of Part A of the Invitation.

Services means the services required by the Agency, as specified in Part B of this Invitation.

State means the Crown in right of the State of Victoria.

Registrant means a person or organisation that submits an EOI.

12.2 Instruction

In this Invitation for EOIs, unless expressly provided otherwise:

- (i) a reference to:
 - (a) 'includes' or 'including' means includes or including without limitation; and
 - (b) '\$' or 'dollars' is a reference to the lawful currency of the Commonwealth of Australia; and
 - (c) if a word or phrase is defined its other grammatical forms have corresponding meanings.
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Attachment A: Evaluation criteria

To the extent that the Agency evaluates any EOI received in response to this Invitation, the Agency will have regard to:

- (i) each of the specific evaluation criteria identified in the table below; and
- (ii) the overall proposition presented in the EOI.

Evaluation criteria	Weighting
Professional Competence	30
<p>1.1 Documented compliance with Overview of Requirements</p> <ul style="list-style-type: none"> • Demonstrated ability to manage, staff and stock Foyer Bars as detailed in the scope of work. <p>1.2 Knowledge of profession and market</p> <ul style="list-style-type: none"> • Demonstrated understating of operating conditions unique to the live entertainment sector, specifically, music. • relevant experience, knowledge of industry standards, past performance and current work • Demonstrated ability to negotiate with and work with multiple suppliers, both current and new. <p>1.3 Personnel</p> <ul style="list-style-type: none"> • Demonstrated ability to recruit, train and manage staff. • Provide an overview of proposed management team including relevant experience and qualifications. • Detail proposed staffing structure • Detail the award structure of your employees. <p>1.4 Innovation/Methodology</p> <ul style="list-style-type: none"> • Demonstrate leadership and best practice. Demonstrated high level of attention to detail. • Working methods consistent with best practice and fit for purpose for Centre’s operations. 	

<p>1.5 Customer Service</p> <ul style="list-style-type: none"> • Demonstrate excellence in the delivery of superb customer and client service. Provide relevant examples and references • Detail any value-added services for the client (Melbourne Recital Centre) • Has methods for capturing and actioning customer feedback <p>1.6 Quality Assurance</p> <ul style="list-style-type: none"> • Knowledge of relevant legislation and standards for the management of commercial food and beverage outlets • Provide relevant licenses and certifications 	
Commercial	20
<p>2.1 Financial Viability</p> <ul style="list-style-type: none"> • Continuity of business • Meets risk and insurance requirements <p>2.2 Conflict of Interest</p> <ul style="list-style-type: none"> • Aware of any conflict or potential conflict • Process in place to identify and report potential conflict 	
Financial	50
<p>3 Fee Structure</p> <ul style="list-style-type: none"> • Detail fee structure • Detail staffing costs • Disbursements • Contingencies, other factors 	