

INVITATION FOR EXPRESSION OF INTEREST

The Italian Cultural Institute in Melbourne is seeking a Recruitment agency for the provision of services regarding staff provision and management of payments and payrolls.

Invitation title: **Provision of Recruitment agency Services**

**Reference number
(Numero Gara):** **CIG 8537894D01**

Date of issue: **30th November 2020**

Table of contents

Introduction	3
Structure of the invitation.....	3
Part A – The invitation	4
Part A.1 – About this invitation.....	4
Part A.2 – Overview of requirements	5
Part B – Conditions of participation.....	6
Part B.1 – Causes of exclusions.....	6
Part B.2 – Institute specific requirements.....	6
1. Invitation	6
1.1. Invitation	6
1.2. Accuracy of invitation.....	7
1.3. Additions and amendments	7
1.4. Representation.....	7
2. Communication.....	7
2.1. Communication protocol	7
2.2. Requests for clarification.....	7
2.3. Unauthorised communication.....	7
2.4. Anti-competitive conduct.....	7
2.5. Consortia and trustees	8
3. Submission of an invitee’s response	8
3.1. Lodgement	8
3.2. Late invitee’s response	8
3.3. Providing an invitee’s response.....	8
3.4. Obligation to notify errors.....	9
3.5. Use of an invitee’s response.....	9
3.6. Withdrawal of an invitee’s response	9
3.7. Status of invitee’s response	9
3.8. Disclosure of EOI contents and EOI information	9
4. Capacity to comply with the overview of requirements.....	10
5. Next stage of the EOI process	10
5.1. Options available to the organisation	10
6. No legally binding contract	10
7. Invitee warranties	10
8. Organisation rights.....	10
9. Governing Law	11
Part C – Invitee’s response	11

Introduction

The Italian Cultural Institute in Melbourne is the official body of the Italian Government for the promotion of Italian language and culture, covering the states of Victoria, South Australia, Tasmania and Western Australia.

The Institute's mission is to encourage the understanding and enjoyment of Italian culture by organizing and promoting cultural events at its premises at 233 Domain road, South Yarra VIC 3141.

As well as organising cultural events, the Institute offers Italian language and culture courses across all levels, conducted by highly qualified and experienced native Italian speaker teachers.

The Institute is seeking invitee's response to the invitation for the supply of services as outlined in Part A.2.

The Institute seeks to gain a more detailed understanding of the supplier market and range of solutions that may be available. Hence, this EOI process may be the first stage of a multi-stage procurement process. For further information relating to the next stage (if any) of the EOI process refer to clause 6 of Part B.2.

Structure of the invitation

This Invitation comprises the following sections:

- Introduction – contains an overview of the structure of the documents.
- Part A – The Invitation
 - Part A.1 – About this Invitation provides establishment details about the procurement opportunity; and
 - Part A.2 – Overview of requirements describes the services in respect of which the Institute invites EOIs from interested parties.
- Part B – Conditions of participation sets out the rules applying to the EOI process for the supply of services.
- Part C – Invitee's response details the information to be provided by invitees. Part C includes a template to be completed.

Part A – The invitation

Part A.1 – About this invitation

1. Establishment details

Organisation name:	Italian Cultural Institute in Melbourne
EOI title:	Provision of Recruitment Agency Services
Reference number (CIG)	8537894D01

2. Organisation contact

Project manager

Name:	Laura Napolitano
Position title:	Director
Contact details:	Telephone: (03) 9866 5931 E-mail: iicmelbourne@esteri.it

Second contact person

Name:	Sergio Gualtieri
Position title:	Accounting Officer
Contact details:	Telephone: (03) 9866 5931 E-mail: melbourne.iic-amm@esteri.it

3. Closing time

Closing time

Australian Eastern Daylight Time	12:00 a.m., 14 th December 2020
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4. Lodgement details

E-mail lodgement

E-mail address	melbourne.iic-amm@esteri.it
Other requirements	Files must be submitted in PDF format

5. Indicative timetable

Please note: this timetable provides invitees with an indication of the timing of the EOI process. The timetable is indicative only and may be changed by the organisation in accordance with clause 5.1 of Part B.2.

Activity	Date
Invitation issued	30 th November 2019
End of period for questions or requests for information	9 th December 2020, 12:00 a.m.
Closing time for invitee's response	12:00 a.m., 14 th December 2020
Intended completion date of short listing process	15 th December 2019
Intended completion date of evaluation of invitee's responses	15 th December 2019
Intended date of next stage	16 th December 2019

Part A.2 – Overview of requirements

The Italian Cultural Institute in Melbourne is seeking a Recruitment agency for the provision of the following services:

STAFF PROVISION

Invitees must be able to provide candidates and fill vacancies in a reasonable amount of time. Positions required at the Institute are, but not limited to:

- Italian Teachers;
- Administrative staff;
- Accounting staff;
- Casual hospitality staff.

MANAGEMENT OF PAYMENTS AND PAYROLLS

Invitees must be able to manage payrolls and payments for all the Institute's employees. Currently the Institute is employing the following personnel:

- 15 Italian Teachers
- 1 Language courses Coordinator
- 1 Accounting Staff
- 1 IT Staff
- 1 Librarian

The commencement date for the provision of service will be 1st **January 2021** and will end the **31st December 2021**.

Part B – Conditions of participation

Part B.1 – Causes of exclusions

Invitees shall be excluded from participation if they:

- a. are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- c. have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d. have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e. have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- f. have been the subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information or being declared to be in serious breach of his obligation under contract covered by the budget;

Part B.2 – Institute specific requirements

Invitees must be able to:

- a. provide appropriately skilled and qualified specialists for the positions required at the Institute, as outlined in Part A.2;
- b. manage payrolls and payments for all staff;
- c. manage an estimated cashflow of \$ 210,000.00 per annum;

1. Invitation

1.1. Invitation

This invitation is not an offer. It is a formal request for invitees to submit an invitee's response for the supply of services in response to the Institute's requirements in Part A.2. Nothing in this Invitation is to be construed as creating any binding contract for the supply of services (express or implied) between the Institute and any invitee.

1.2. Accuracy of invitation

The Institute does not warrant the accuracy of the content of this invitation and will not be liable for any omission from the Invitation documents.

1.3. Additions and amendments

The Institute reserves the right to change any information or to issue an addenda to this Invitation.

1.4. Representation

No representation made by or on behalf of the Institute in relation to this invitation (or its subject matter) will be binding on the Institute.

2. Communication

2.1. Communication protocol

All communications relating to this Invitation and the EOI process must be directed to the project manager.

2.2. Requests for clarification

- a. Any questions or requests for clarification or further information regarding this Invitation or the EOI process must be submitted to the Institute contact in writing at least 5 working days prior to the EOI closing time.
- b. The Institute may make available to other prospective invitees details of such a request together with any response, in which event those details shall form Part of this Invitation.

2.3. Unauthorised communication

- a. Communications (including promotional or lobbying activities) with staff of the Institute or consultants assisting the organisation with the EOI process are not permitted during the EOI process except as provided in clause 2.1 above, or otherwise with the prior written consent of the Institute contact.
- b. Nothing in this clause 2.3 is intended to prevent communications with staff of, or consultants to, the Institute to the extent that such communications do not relate to this Invitation or the EOI process.
- c. Invitees must not engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcome of the EOI process in any way. Such activities or assistance may, in the absolute discretion of the Institute, lead to disqualification of an invitee.

2.4. Anti-competitive conduct

Invitees and their representatives must not engage in any collusion, anti-competitive or similar conduct with any other invitee or person in relation to the preparation, content or lodgement

of their invitee's response. In addition to any other remedies available to it under law, the Institute may, in its absolute discretion, disqualify an invitee that it believes has engaged in such collusive or anti-competitive conduct.

2.5. Consortia and trustees

Where the invitee is a member of a consortium, the invitee's response must stipulate which parts of services that each entity comprising the consortium would provide and how the parties would relate to each other to ensure full provision of the required services. All consortium members are to provide details relating to their legal structure and where applicable provide details of their special purpose vehicle established for the supply of the services.

3. Submission of an invitee's response

3.1. Lodgement

- a. The invitee's response must be lodged by the EOI closing time. The closing time may be extended by the Institute in its absolute discretion by providing notice to invitees.
- b. All invitees' responses lodged after the EOI closing time will be recorded by the Institute. The determination of the Institute as to the actual time that the invitee's response is lodged is final.
- c. Responses must be lodged electronically at the email address found in Part A.1.

3.2. Late invitee's response

If an invitee's response is lodged after the EOI closing time, it will be disqualified from the EOI process and will be ineligible for consideration unless:

- (a) the invitee can clearly document to the satisfaction of the Institute that an event of exceptional circumstances caused the invitee's response to be lodged after the EOI closing time; and
- (b) the Institute is satisfied that accepting a late submission would not compromise the integrity of the EOI process.

The Institute will inform an invitee whose invitee response was lodged after the EOI closing time as to whether the invitee's response is ineligible for consideration.

3.3. Providing an invitee's response

It is the invitee's responsibility to:

- a. understand the requirements of this Invitation, the EOI process and any reference documentation;
- b. ensure that all the information fields in Part C are completed and contain the information requested;
- c. ensure that their invitee's response is in the correct format, complies with all requirements of this invitation and is accurate and complete;
- d. make their own enquiries and assess all risks regarding this invitation and the EOI process;
- e. ensure that 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 Institute or its

representatives other than any statement, warranty or representation expressly contained in this Invitation;

- f. ensure that they comply with all applicable laws in regard to the EOI process;
- g. be responsible for all costs and expenses related to the preparation and lodgement of its invitee's response, any subsequent negotiation, and any future process connected with or relating to the EOI process.

3.4. Obligation to notify errors

If an invitee identifies an error in their invitee's response (excluding clerical errors which would have no bearing on the evaluation), they must promptly notify the Institute. The Institute may permit an invitee to correct an unintentional error in its invitee's response where that error becomes known or apparent after the EOI closing time, but in no event will any correction be permitted if the Institute reasonably considers that the correction would materially alter the substance of the response.

3.5. Use of an invitee's response

Upon submission, all invitee's responses become the property of the Institute. The invitee will retain all ownership rights in any Intellectual Property Rights contained in the invitee's response. However each invitee, by submission of their invitee's response, is deemed to have granted a licence to the Institute to reproduce the whole, or any portion of their invitee's response for the purposes of enabling the Institute to evaluate their invitee's response.

3.6. Withdrawal of an invitee's response

An invitee who wishes to withdraw a previously submitted response must immediately notify the Institute of the fact. Upon receipt of such notification, the Institute will cease to consider the invitee's response.

3.7. Status of invitee's response

Each invitee's response constitutes a non-binding proposal by the invitee to the Institute to provide the goods services required under and otherwise to satisfy the requirements in accordance with Part B of this Invitation.

3.8. Disclosure of EOI contents and EOI information

Invitee's responses will be treated as confidential by the Institute. The Institute will not disclose the information contained in an invitee's response, except:

- a- as required by law (including, for the avoidance of doubt, as required under the *Freedom of Information Act 1982* (Vic))
- b- for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- c- to external consultants and advisers of the organisation engaged to assist with the EOI process;
- d- to other government departments or organisations in connection with the subject matter of the EOI process; or
- e- general information from invitees required to be disclosed by government policy.

4. Capacity to comply with the overview of requirements

Part A details the Institute's requirements for the services the subject of this Invitation. The assumption is that each invitee will be capable of providing all of the services in full. Where an invitee believes it will not be capable of providing all the services in full or will only comply with Part B subject to conditions, it should not apply.

5. Next stage of the EOI process

5.1. Options available to the organisation

After evaluating all invitee's responses, the organisation may without limiting other options available to it, do any of the following:

- a. prepare a short list of invitees and invite further offers from those invitees. The short list is limited to 5 invitees which will be chosen according to their chronological order of arrival;
- b. commence a new process for calling for invitee's responses on a similar or different basis to that outlined in the original invitation;

The Institute reserves the right to proceed in case of receiving less than 5 EOI.

6. No legally binding contract

Being short listed does not give rise to a contract (express or implied) between the preferred invitee and the Institute. No legal relationship will exist between the Institute and a preferred invitee relating to the supply of services unless and until such time as a binding contract is executed by both parties.

7. Invitee warranties

By submitting an invitee's response, an invitee warrants that:

- a. in lodging its invitee's response 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 Institute or its representatives other than any statement, warranty or representation expressly contained in the invitation documents;
- b. it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by the Institute to invitees for the purposes of submitting an invitee's response;
- c. it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its invitee's response;
- d. it otherwise accepts and will comply with the rules set out in this Invitation; and
- e. it will provide additional information in a timely manner as requested by the Institute to clarify any matters contained in the invitee's response.

8. Organisation rights

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

- a. vary or extend any time or date specified in this Invitation for all or any invitees; or

- b. terminate the participation of any invitee or any other person in the EOI process.

9. Governing Law

This Invitation and EOI process is governed by the laws applying in the State of Victoria and by the Italian Public Contracts Code (Legislative Decree n. 50/2016, which entered into force on April 19, 2016 and was recently amended by Legislative Decree n. 56/2017 and Law Decree n. 50/2017). Each invitee must comply with all relevant laws in preparing and lodging its invitee's response and in taking Part in the EOI process.

Part C – Invitee's response

Invitees are required to complete the Form A, which constitutes integral part of this Invitation for expressions of interest, and submit it to the following mail address before the deadline: melbourne.iic-amm@esteri.it.

Melbourne, 30/11/2020

Laura Napolitano

IIC Melbourne Director

R.U.P

