



Invitation for Expressions of Interest

**Commission to paint a portrait of a prominent
former Member of the Victorian Parliament.**

**Department of Parliamentary Services, Parliament of Victoria,
for and on behalf of the State of Victoria
(ABN 57 505 521 939)**

Reference number: EOI02062023

Date of issue: 31 May 2023

Place for email lodgement: pictures@parliament.vic.gov.au

Introduction

1 The opportunity

The Department of Parliamentary Services, Parliament of Victoria, for and on behalf of the State of Victoria (**Parliament**) invites appropriately experienced artists to respond to an invitation to paint a portrait of a prominent former Member of the Victorian Parliament in oils on canvas (**Services**).

2 Objectives

The purpose of this Expression of Interest (**EOI**) process is to assess the ability of Invitees to provide the Services.

An overview of Parliament's requirements in relation to the Services is set out in Part A.2 of this Invitation (**Overview of Requirements**).

Should Parliament proceed with the next stage of this procurement activity, further details will be included in the Request for Proposal documents provided to any Invitees that are invited to submit proposals as a result of this EOI Process.

3 Structure of the invitation

The 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 goods and/or services in respect of which Parliament 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 A – The Invitation

Part A.1 – About this Invitation

Item 1 Establishment details

Establishment details	
Issuer	Department of Parliamentary Services, Parliament of Victoria, for and on behalf of the State of Victoria (ABN 57 505 521 939)
EOI Title	Commission to paint a portrait of a prominent former Member of the Victorian Parliament in oils on canvas.
EOI Reference Number	EOI02062023

Item 2 Parliament's contact

Project Manager	
Name and position title	Carolyn Macvean, Manager, Parliamentary Library
Contact details	pictures@parliament.vic.gov.au

Second contact person	
Name and position title	Sarah Edwards, Heritage Coordinator
Contact details	pictures@parliament.vic.gov.au

Item 3 Closing Time

Closing time	
Australian Eastern Standard Time	5pm, 19 June 2023

Item 4 Lodgement details

Email lodgement	
Email address	pictures@parliament.vic.gov.au
Information to be detailed in the email	Please include in the email subject line: EOI Commission to paint a portrait
Other requirements	Please provide submission in PDF format.

Item 5 Indicative Timetable*

Activity	Date
Invitation issued	31 May 2023
Closing date for EOI clarification questions	13 June 2023 (5pm)
Closing Time for EOI	19 June 2023 (5pm)
Intended completion of evaluation of EOIs	23 June 2023
Preferred Invitees notified	26 June 2023
Request for Proposal (RFP) documents issued	27 June 2023
RFP Proposal closes	7 July 2023 (5pm)
Contract awarded	28 July 2023
Intended execution of agreement(s)	31 July 2023
Intended project commencement	31 July 2023
Commissioned Portrait is completed and ready for collection and framing	30 November 2023

Item 6 Evaluation criteria

An Invitee's response will be evaluated against:

- (a) the evaluation criteria identified in the tables below; and
- (b) the overall proposition presented in the Invitee's response.

Mandatory Evaluation Criteria	Complies (Yes/No)
1. Connection to Victoria <ol style="list-style-type: none"> a) The Invitee must provide a statement outlining a connection to Victoria or the Victorian community. 	Yes/No
2. Time frame <ol style="list-style-type: none"> a) The Invitee must demonstrate their ability to provide the Services and complete the portrait by the end of November 2023 	Yes/No
Evaluation Criteria	Complies (Yes/No)
1. Demonstrated ability to provide the Services <p>The Invitee should be able to demonstrate a portfolio of works that meet the following requirements:</p> <ol style="list-style-type: none"> a) A portrait rendered with a level of detail so that the subject is easily recognisable. b) A portrait that conveys the psychological depth of their character. c) A portrait painted in oils and produced in materials that will maintain archival integrity to ensure the longevity of the Portrait. d) A final framed Artwork that will measure approx. 105cm x 85cm. 	Yes/No

	<p>e) The Invitee must provide recent samples of portraits painted in oils on canvas with similar dimensions.</p> <p>f) The Invitee must demonstrate experience in painting a portrait in oils on canvas from a photograph.</p>	
<p>2 Commercial</p> <p>2.1 Cost The Invitee must provide a cost estimate to undertake and complete the Services.</p> <p>2.2 Risk and Insurance The Invitee must have their own insurance at studio where the Services will be undertaken.</p>		Yes/No
<p>3. Conflict of Interest</p> <p>3.1 The Invitee must declare any actual or perceived conflict of interest.</p>		Yes/No

Part A.2 – Overview of Requirements

Parliament invites appropriately experienced artists to submit an EOI to paint a portrait of a prominent former Member of the Victorian Parliament in oils on canvas.

The specification for the portrait includes the following:

- A portrait rendered with a level of detail so that the subject is easily recognisable.
- A portrait that conveys the psychological depth of their character.
- A portrait painted in oils and produced in materials that will maintain archival integrity to ensure the longevity of the Portrait.
- A final framed Artwork that will measure approx. 105cm x 85cm.
- The portrait will be painted from a photograph.

Other requirements include:

- The artist must provide a statement outlining a connection to Victoria or the Victorian community.
- The artist must provide recent samples of portraits painted in oils on canvas with similar dimensions.
- The artist must fulfil the brief and can complete the portrait by the end of November 2023
- The artist must provide a cost estimate to undertake and complete the commission.

Part B – Conditions of Participation

1 Application of these Conditions

- 1.1 Participation in the EOI Process is subject to compliance with the Rules contained in this Part B (**Rules**).
- 1.2 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 B.
- 1.3 All Invitees are deemed to accept the Rules contained in this Part B.
- 1.4 The Rules contained in this Part B of the Invitation apply to:
 - (a) the Invitation and any other information given, received or made available in connection with the Invitation and any revisions or addenda;
 - (b) the EOI Process; and
 - (c) any communications (including any Briefings, presentations, meetings or negotiations) relating to the Invitation or the EOI Process.

2 Invitation

2.1 Status of Invitation

This Invitation is not an offer. It is a formal request for Invitees to submit an EOI for the provision of Services set out in the Overview of Requirements contained in Part A.2 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 Parliament and any Invitee.

2.2 Accuracy of Invitation

Whilst all due care has been taken in the preparation of this Invitation, Parliament does not warrant the accuracy of the content of this Invitation and will not be liable for any error, omission or misrepresentation in the Invitation documents.

2.3 Additions and amendments to Invitation

Additional materials (if any) may be issued by Parliament prior to the EOI close date. Invitees should familiarise themselves with the additional materials.

2.4 Representations

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

2.5 Licence to use and Intellectual Property Rights

Persons obtaining or receiving this Invitation and any other documents issued in relation to the Invitation may use the 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 Invitees by or on behalf of Parliament in connection with the EOI Process are owned by (and will remain the property of) Parliament except to the extent expressly provided otherwise.

2.6 Confidentiality

- (a) Parliament may require persons and organisations wishing to access or obtain a copy of this Invitation or certain parts of it, or any additional materials to execute a deed of confidentiality (in a form required by Parliament) before or after access is granted.

- (b) Whether or not execution of a deed of confidentiality is required by Parliament, all persons (including Invitees) obtaining or receiving this Invitation and any other information in connection with the Invitation or the EOI Process must:
 - (i) keep the contents of this Invitation and such other related information confidential; and
 - (ii) not disclose or use that information except as required for the purposes of developing an EOI in response to this Invitation.

3 Communication

3.1 Communication protocol

All communications relating to the Invitation and the EOI Process must be directed to the pictures@parliament.vic.gov.au via email.

3.2 Requests for clarification or further information

- (a) 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 via email before the closing time by the date specified in Item 6 of Part A.1.
- (b) Any communication by an Invitee to Parliament will be effective upon receipt by email (provided such communication is in the required format).
- (c) Parliament 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.
- (d) Except where Parliament is of the opinion that issues raised apply only to an individual Invitee, questions submitted and answers provided will be made available to all Invitees without identifying the person or organisation having submitted the question. In all other cases, Parliament may deliver any written notification or response to an Invitee to the contact details contained in the EOI of or as notified to the Parliament Contact.
- (e) An Invitee may, by submitting a request via email, withdraw a question submitted in accordance with this clause 3.2 in circumstances where the Invitee does not wish Parliament to disseminate its response to the question to other Invitees.

3.3 Unauthorised communications

- (a) Communications with staff of Parliament or consultants assisting Parliament with the EOI Process are not permitted during the EOI Process except as provided in clause 3.2 above, or otherwise with the prior written consent of the Parliament Contract.
- (b) Nothing in this clause 3.3 is intended to prevent communications with staff of, or consultants to, Parliament to the extent that such communications do not relate to this Invitation or the EOI Process.
- (c) Invitees must not otherwise engage in any activities or obtain or provide improper assistance that may be perceived as, or that may have the effect of, influencing the outcomes of the EOI Process in any way. Such conduct may, in the absolute discretion of Parliament, lead to disqualification of an Invitee.

3.4 Anti-competitive conduct

Invitees and their representatives must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Invitee 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, Parliament may, in its absolute discretion, disqualify an Invitee that it believes has engaged in such collusive or anti-competitive conduct.

3.5 Complaints about this Invitation

- (a) Any complaint about the Invitation must be submitted to the Parliament Contact in writing immediately upon the cause of the complaint arising or becoming known to the Invitee.
- (b) The written complaint statement must set out:
 - (i) the basis for the complaint (specifying the issues involved);
 - (ii) how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint;
 - (iii) any relevant background information; and
 - (iv) the outcome desired by the person or organisation making the complaint.

4 Submission of an EOI

4.1 Lodgement

- (a) The Invitee's EOI must be lodged by the Closing Time. The Closing Time may be extended by the Parliament in its absolute discretion by providing written notice to Invitees.
- (b) All Invitees' responses lodged after the Closing Time will be recorded by Parliament. The determination of Parliament as to the actual time that the Invitee's response is lodged is final.
- (c) EOIs must be lodged only by the means set out in Item 4 of Part A.1.
- (d) Where the Part A.1 requires or permits EOIs to be lodged by electronic mail (email) to the email address nominated in Item 4 of Part A.1, the receipt will be determined in accordance with the provisions of Division 3 of Part 2 of the *Electronic Transactions (Victoria) Act 2000* (Vic).

4.2 Late EOI

- (a) If an Invitee's response is lodged after the Closing Time, it will be disqualified from the EOI Process and will be ineligible for consideration unless:
 - (i) the Invitee can clearly document to the satisfaction of Parliament that an event of exceptional circumstances caused the Invitee's response to be lodged after the Closing Time; and
 - (ii) Parliament is satisfied that accepting a late submission would not compromise the integrity of the EOI Process.
- (b) Parliament will inform an Invitee whose EOI was lodged after the Closing Time as to whether the EOI is ineligible for consideration.

5 EOI documents

5.1 Format and contents

- (a) Invitees must ensure that their EOI is presented in the required format as set out in Item 4 of Part A.1.
- (b) Parliament may in its absolute discretion reject an EOI that does not include the information requested or is not in the format required.
- (c) Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective proposal are not desired or required.
- (d) Word limits where specified should be observed and Parliament reserves the right to disregard any parts of the EOI exceeding the specified word limit.

- (e) Invitees should fully inform themselves in relation to all matters arising from the Invitation, including all matters regarding Parliament's requirements for the provision of the Goods or Services.

5.2 Illegible content, alteration and erasures

- (a) Incomplete EOIs may be disqualified or evaluated solely on the information contained in the EOI.
- (b) Parliament may disregard any content in an EOI that is illegible and will be under no obligation whatsoever to seek clarification from the Invitee.
- (c) Parliament may permit an Invitee 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 Parliament reasonably considers that the correction would materially alter the substance of the Invitee's EOI.

5.3 Obligation to notify errors and change in circumstances

- (a) If, after an EOI has been submitted, the Invitee becomes aware of an error in the EOI (excluding clerical errors which would have no bearing on the evaluation of the EOI) the Invitee must promptly notify Parliament of such error.
- (b) Invitees must advise the Parliament Contact immediately in writing of any material change to the information contained in their EOIs, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with the advice. For successful Invitee, this requirement applies until a contract is awarded as a result of any subsequent tendering process.
- (c) It is expected that key personnel nominated in the application will be utilised, in the capacity indicated, during any early tender involvement process and the resulting contract. If any such key personnel become unavailable, the Invitee must advise the Parliament Contact and provide relevant details of a replacement together with an updated EOI. The replacement must have equivalent expertise and experience. Such changes will be taken into account in selecting tenderers and evaluating tenders.

5.4 Preparation of EOIs

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

5.5 Disclosure of EOI contents and EOI information

EOIs will be treated as confidential by Parliament. Parliament will not disclose contents of EOI and information in or about an EOI, except:

- (a) as required by law;
- (b) for the purpose of investigations by any government authority having relevant jurisdiction;
- (c) to external consultants and advisers of Parliament engaged to assist with the EOI Process; or
- (d) to government departments or agencies in connection with the subject matter of the EOI Process.

5.6 Use of EOIs

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

5.7 Withdrawal of EOI

An Invitee who wishes to withdraw a previously submitted EOI must immediately notify Parliament in writing of the fact. Upon receipt of such notification, Parliament will cease to consider that EOI.

5.8 Status of EOI

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

6 Capacity to comply with Overview of Requirements

6.1 Part A of this Invitation details Parliament'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 they will not be capable of providing all the Services in full or will only comply with Part B subject to conditions, they should either not apply or set out any potential limitations in their EOI. Invitees who are invited to participate in a subsequent EOI processes (should one eventuate) will be provided with a full specification for the relevant Services at that time.

7 Evaluation

7.1 Evaluation process

- (a) EOIs will be evaluated against the Evaluation Criteria specified in Item 7 to Part A.1 of the Invitation.
- (b) An EOI will not be deemed to be unsuccessful until such time as the Invitee is formally notified of that fact by Parliament.
- (c) Any application that does not demonstrate that the Invitee meets any mandatory Evaluation Criteria will be disqualified from consideration.
- (d) An EOI will not be evaluated if the Invitee's current or past corporate or other interests may, in Parliament's opinion, give rise to a conflict of interest in connection with the Services. This includes, but is not limited to, involvement by an Invitee in the preparation of this EOI. The Invitee should note all actual, potential or perceived conflicts of interest in the EOI submission.
- (e)

7.2 Clarification of EOI

- (a) If, in the opinion of Parliament, an EOI is unclear in any respect, Parliament may, in its absolute discretion, seek clarification from the Invitee. Failure to supply clarification to the satisfaction of Parliament may render the EOI liable to disqualification.
- (b) Parliament is under no obligation to seek clarification of anything in an EOI and Parliament reserves the right to disregard any clarification that Parliament considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this Part B.
- (c) Parliament may in its absolute discretion:
 - (i) reject any EOI that does not include all the information requested or is not in the format specified in Item 4 of Part A.1;
 - (ii) after concluding a preliminary evaluation, reject any EOI that in its opinion is unacceptable;
 - (iii) disregard any content in an EOI that is illegible and will be under no obligation whatsoever to seek clarification from the Invitee;
 - (iv) disqualify an incomplete EOI or evaluate it solely on the information contained within it;

- (v) alter the structure and/or the timing of the EOI Process; and
- (vi) vary or extend any time or date specified in this Invitation for all Invitees.

8 Next stages of the EOI Process

8.1 Options available to Parliament

- (a) After evaluation of all EOIs, Parliament may, without limiting other options available to it, do any of the following:
 - (i) prepare a shortlist of Invitees and invite further offers from those Invitees;
 - (ii) conduct a subsequent procurement process calling for the Services or any similar related Services;
 - (iii) enter into pre-contractual negotiations with one or more Invitees;
 - (iv) decide not to proceed further with the EOI Process or any other procurement process for the Services; or
 - (v) commence a new process for calling for EOIs on a similar or different basis to that outlined in this Invitation.

9 No legally binding contract

Being shortlisted does not give rise to a contract (express or implied) between the preferred Invitee and Parliament. No legal relationship will exist between Parliament and a preferred Invitee relating to the provision of the Goods or Services unless and until such time as a binding contract is executed by both parties.

10 Timetable

The indicative timetable set out at Item 5 of the represents Parliament's best estimate of the schedule that will be followed for the EOI Process. However, delays to the procurement process may occur which may necessitate adjustments to the timetable. If any part of the timetable is delayed, the remaining timetable may be adjusted as appropriate. Parliament reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

11 Invitee warranties

By submitting an EOI, an Invitee warrants that:

- (a) 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 Parliament, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the Invitation documents;
- (b) it did not use the improper assistance of Parliament employees or information unlawfully obtained from Parliament in compiling its EOI;
- (c) it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by Parliament to Invitees for the purposes of submitting an EOI;
- (d) 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;
- (e) it has otherwise obtained all information and advice necessary for the preparation of its EOI;

- (f) it is responsible for all costs and expenses related to the preparation and lodgement of its EOI, any subsequent negotiation, and any future process connected with or relating to the EOI Process;
- (g) it otherwise accepts and will comply with the rules set out in this Invitation;
- (h) it will provide additional information in a timely manner as requested by Parliament to clarify any matters contained in the EOI;
- (i) it is satisfied as to the correctness and sufficiency of its EOI and that it covers the Invitation conditions and requirements and all matters and things necessary for provision of the Goods or Services;
- (j) the EOI is submitted by a person with full legal authority to bind the Invitee;
- (k) it is validly existing, not insolvent and has the legal capacity and power to enter into, perform and comply with its obligations under this Invitation; and
- (l) all statements in its EOI are factual and can be confirmed.

12 Parliament's rights

Notwithstanding anything else in this Invitation, and without limiting its rights at law or otherwise, Parliament 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 other persons;
- (b) terminate the participation of any Invitee or any other person in the EOI Process;
- (c) consider or accept, or refuse to consider or accept, non-conforming EOIs at its discretion;
- (d) not accept or shortlist any EOI;
- (e) withdraw or add requirements from the Invitation requirements;
- (f) notify all Invitees of any changes or clarifications Parliament's requirements or to this Invitation generally;
- (g) withdraw or cancel the Invitation at any time;
- (h) shortlist Invitees based on their EOIs; and
- (i) enter into any discussions at its sole discretion with the Invitees in relation to the results, findings, assessment, rating or scores of Invitees.

13 Governing law

This Invitation and the EOI Process are governed by the laws applying in the State of Victoria. Each Invitee must comply with all relevant laws in preparing and lodging its EOI and in taking part in the EOI Process.

14 Interpretation

14.1 Definitions

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

Closing Time means the time specified as such in Item 3 of Part A.1 by which EOIs must be received by Parliament.

EOI means a document lodged by an Invitee in response to this Invitation containing a proposal to provide Goods or Services.

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

Evaluation Criteria means the criteria set out in Item 6 of Part A.1.

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 the opportunity set out in each of the documents identified in the Introduction to this Invitation including this Part B, the EOI Process and any other documents so designated by Parliament.

Invitee means a person or organisation that submits an EOI.

Overview of Requirements means the overview of Parliament's requirements contained in Part A of this Invitation.

Parliament has the meaning set out in Item 1 of the Introduction.

Parliament's Contact means the person so designated in Item 22 of the Part A.1.

Services means the services required by Parliament, as specified in Part A.2 of this Invitation.

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

14.2 Interpretation

In this Invitation for EOIs, unless expressly provided otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to:
 - (i) "includes" or "including" means includes or including without limitation; and
 - (ii) "\$" 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.

Part C – Invitee’s Response

Invitees are strongly encouraged to address and provide evidence of their ability to meet the Evaluation Criteria outlined in Part A.1 Item 6.

EOI responses are required to:

- Be signed by an authorised officer on behalf of the Invitee who warrants they are authorised by the Invitee to submit the EOI;
- Demonstrate the ability to meet the requirements outlined in A.2 Overview of Requirements, including submitting a portfolio of works;
- Include a declaration of any actual, perceived, or potential conflict of interest in relation to the Services.
- Provide estimate of cost for delivery of Services (inclusive of time and materials)