

Invitation for Expressions of Interest

National Trust of Australia (Victoria)

Invitation title: 12 Parliament Place, East Melbourne - Tasma Terrace lease

Reference number: 2019EOITASMA

Date of issue: 12 February 2019

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Introduction

The National Trust of Australia (Victoria), “NTAV”, was established in 1956 with the purpose of conserving and protecting the State of Victoria’s heritage for future generations. NTAV is an independent non-profit organisation that is supported by a large community base. NTAV manages 36 heritage properties across Victoria, including Tasma Terrace in Parliament Place, East Melbourne. Of NTAV’s properties, ten properties are leased for the purpose of private residence, commercial or retail tenancy. Tasma Terrace is one of these properties. Rent from lease of NTAV facilities supports the ongoing conservation and protection of Victoria’s heritage.

NTAV is the appointed Committee of Management (the Landlord) for the premises.

NTAV is seeking expressions of interest from experienced operators for the retail lease of property for the purpose of private consulting / retail / offices. Lease is for a period of five (5) years beginning 1 April 2019, with an optional further term of five (5) years.

NOTE: All responses must recognise Part D of the documentation in their submission – Tasma Terrace Conservation Policy.

Part A – The invitation

Part A.1 – About this invitation

1. Establishment details

Organisation name:	National Trust of Australia (Victoria)
EOI title:	12 Parliament Place, East Melbourne - Tasma Terrace lease
EOI reference number	2019EOITASMA

2. Organisation contact

Name:	Penny Tripp
Position title:	Director, Commercial Operations and Marketing
Contact details:	penny.tripp@nattrust.com.au

3. Closing time

Expressions of Interest applications close:	8 March 2019, 4.00pm

4. Lodgement details – hard copy OR email

Location of Tender Box	National Trust of Australia (Victoria) Head Office reception 6 Parliament Place East Melbourne VICTORIA 3002
Hours of access to Tender Box	9am to 4pm Monday to Friday
Information to be marked on package containing the offer	Attention Penny Tripp 2019EOITASMA Application
Email submission is also permitted	penny.tripp@nattrust.com.au

5. Briefing session

Venue walkthrough time and date	Time: 11a m Date: 25 February 2019
Location of meeting place	National Trust of Australia (Victoria) Head Office reception 6 Parliament Place East Melbourne VICTORIA 3002
Attendance at the walkthrough session is	Optional. All interested parties must register interest via email to; Penny.tripp@nattrust.com.au

6. Indicative timetable

Please note: this timetable provides 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
EOI issued	12 February 2019
Venue walkthrough – must register interest	25 February 2019, 11am
End of period for questions or requests for information	28 February 2019, 4pm
Closing time for invitee's response	8 March 2019, 4pm
Intended completion date of short listing process	14 March 2019, 4pm

Activity	Date
Intended completion date of evaluation of invitee's responses	18 March 2019
Negotiations with invitee(s) (if applicable)	20 March 2019

7. Evaluation criteria

Your EOI 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 requirements	Complies
Significant experience in retail / consulting	Yes/No
Knowledge and/or experience in the operation of business within a heritage building	Yes/No

Other evaluation criteria
(a) Evidence of comparable properties under the respondents current/past management
(b) Capacity and willingness to invest in the growth of the business (ie redevelopment works)

Part A.2 – Overview of premises and requirements

The Tasma Terrace site is located on the east side of Parliament Place, between Andrews Place and Cathedral Place, in the inner city suburb of East Melbourne. The total site comprises of 6 terraces, each with street frontages, and a basement area and outdoor courtyard.

Head office for the National Trust of Australia (Victoria) operates from the Tasma Terrace site. Mr Tod café also operates from the basement of the site, and is a tenant of the National Trust.



The premises for lease forms part of the Tasma Terrace site and is identified as 12 Parliament Place East Melbourne, located within a 'Mixed Use' zone. The tenancy is considered to be in a well located service retail location that benefits from the surrounding government office buildings and shortage of stylish office premises. Terrace has street frontage and direct tenant access, superior location, parking accessibility (street parking and Wilson's Car Park), loading bay parking outside building, hotel accommodation and quality cafes in close proximity.

The premises consists of:

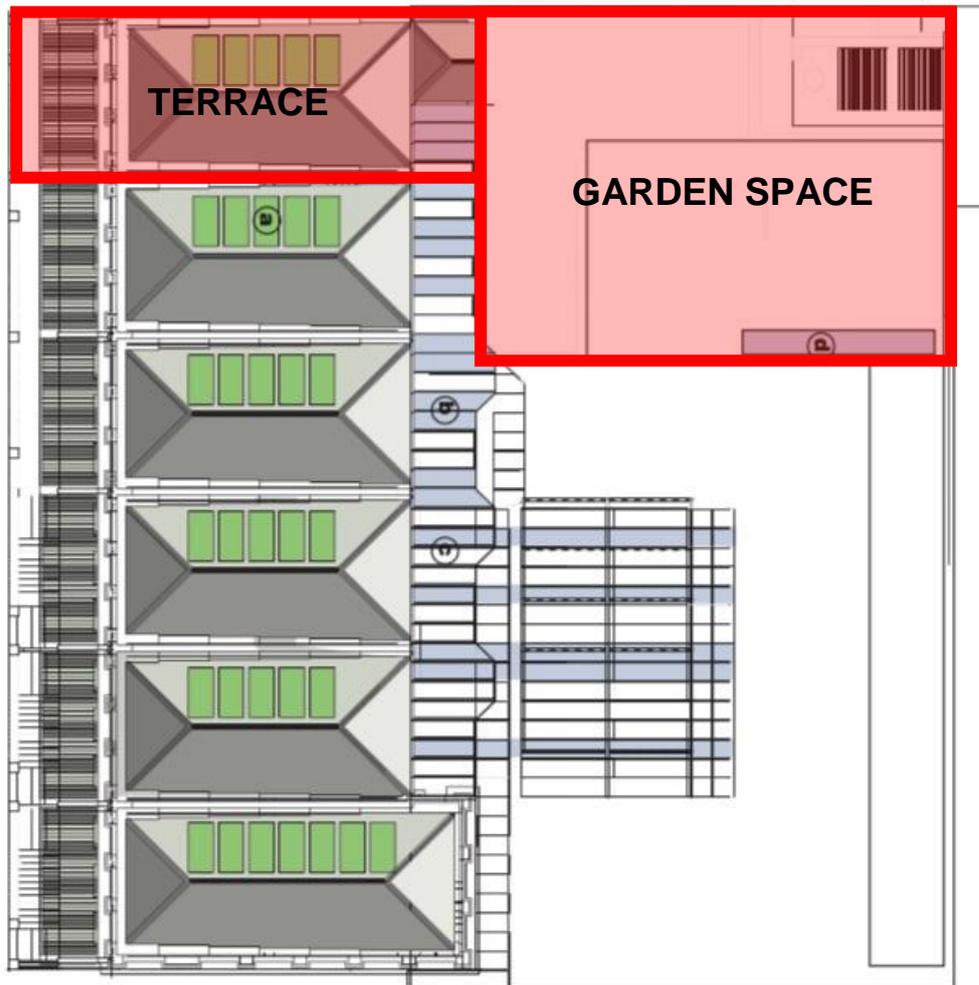
- 12 Parliament Place street address
- Ground level street frontage with rear access to garden
- Ground level toilet and shower
- Level 1 space with toilet and shower facilities, and substantial balcony
- Central staircase
- Optional: Level 2 space (currently renovated)

The building is constructed of:

- Mostly rendered brick and bluestone external walls
- Mostly solid brick and hard plaster internal walls
- Timber floors
- General building age is circa 150 years
- Requires renovation by tenant

Gross lettable area:

A floor plan is below outlining the lettable area marked in red.

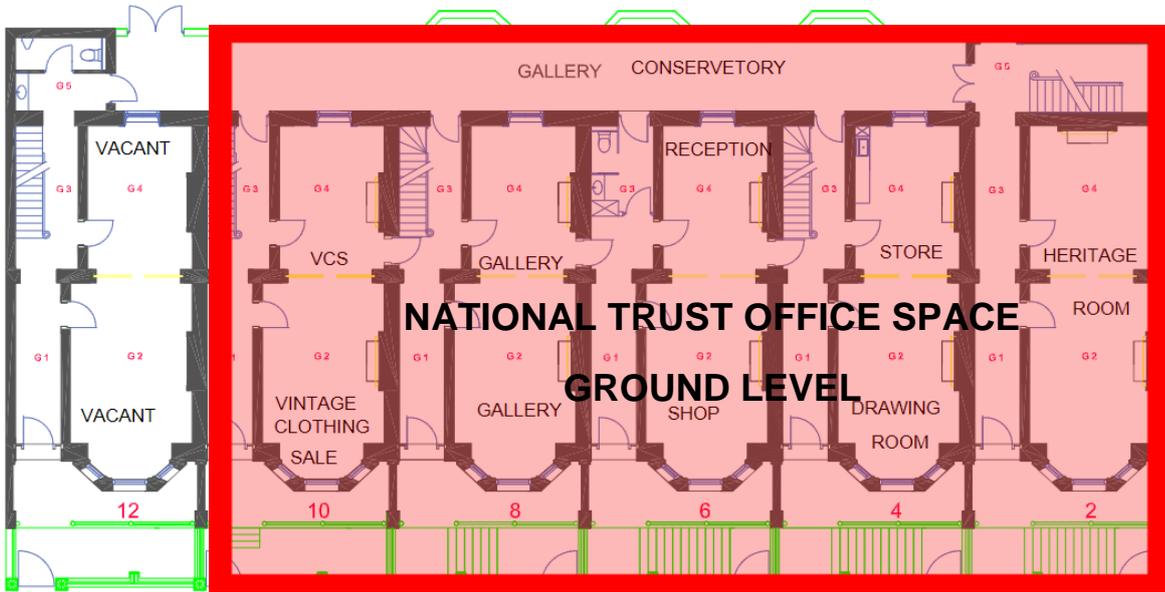


Total lettable area consists of:

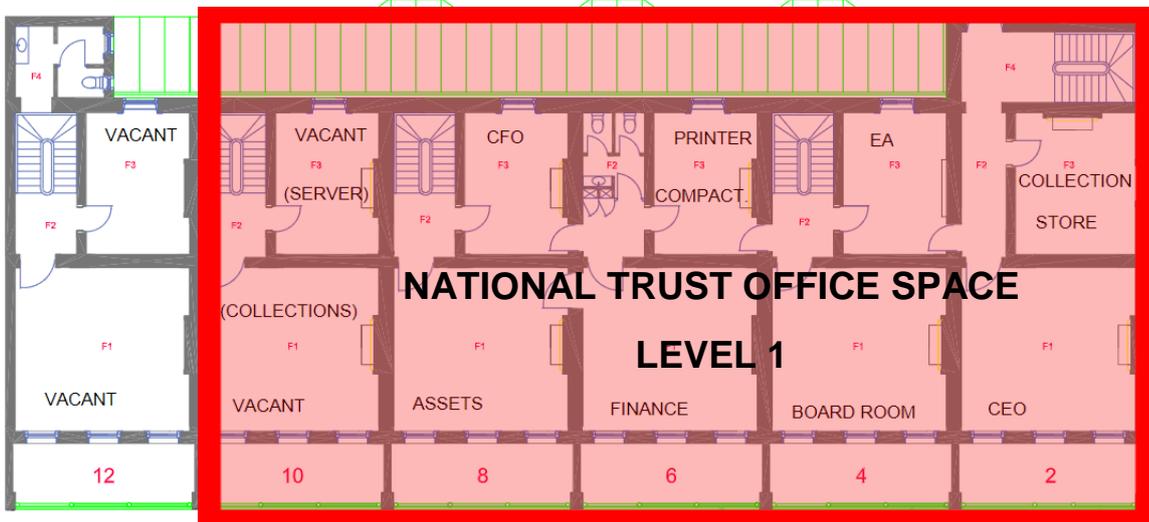
- Ground Level + rear restroom = 102.88sqm
 - Level 1 + upper bathroom and balcony = 84.58sqm
 - Level 2 = 65.27sqm
- TOTAL = 252.74sqm**
- Top tier of outdoor garden space. 18m wide x 14m deep = 252sqm
 - Use of ground level conservatory space is mandatory (common area), currently buildings fire exit
- TOTAL Area = 252sqm + 22.4sqm (common area)**

Additional lease considerations

- Lease term of 5 + 5 years, plus outgoings
- Annual CPI increase in rent, with rental review after 5 years
- Additional use of Gallery and other Tasma spaces for associated events - use of Gallery/Heritage Room/Conservatory for events or meetings can be included in rental.
- First option for rental of Terrace 10 - 238.51sqm in total – when terrace becomes available in 2020
- Service agreement with all Tasma tenants (new tenant, National Trust and Mr Tod cafe) for provision of pest control, waste removal (centralized rubbish collection and storage), security, cleaning, etc - TBC



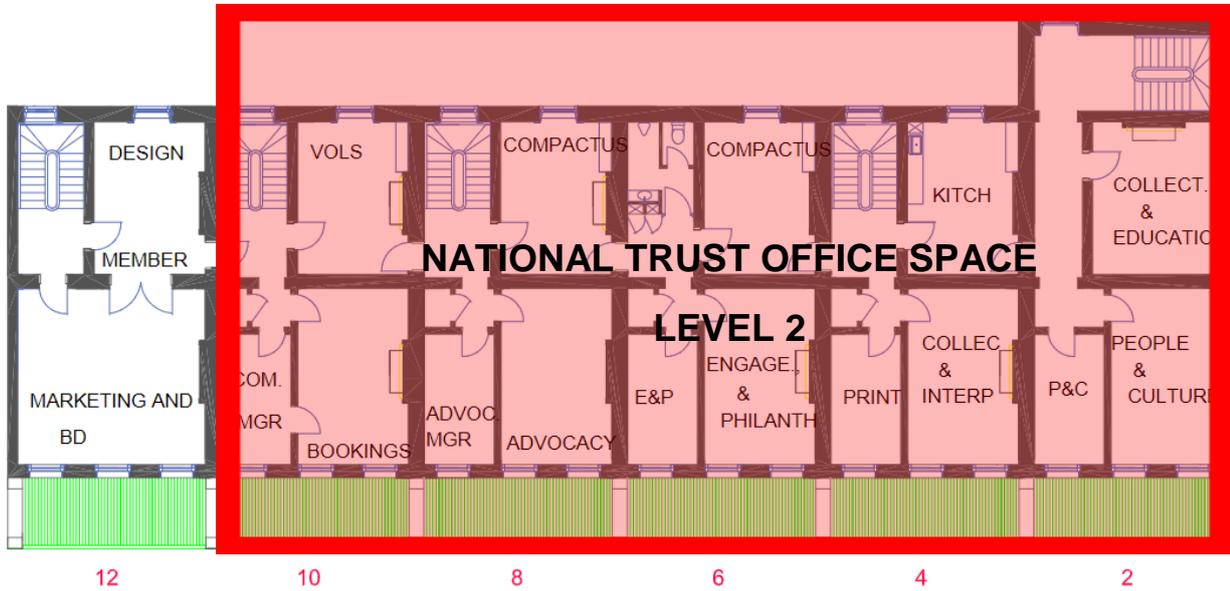
 National Trust Teama Terrace 2/12 Parliament Place Melbourne VIC 3000	Rev	Revision Details	Dim	Date
Ground Floor				
Drawn by: T.L.C.				
Drawn No: Teama 01				



 National Trust Teama Terrace 2/12 Parliament Place Melbourne VIC 3000	Rev	Revision Details	Dim	Date
First Floor				
Drawn by: T.L.C.				
Drawn No: Teama 01				



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 National Trust Teatna Tarnas 2/12 Parliament Place Melbourne VIC 3000	Rev	Revision Details	Dm	Date
Second Floor				
Drawn by: TLC				
Drawn No: T2000 01				

Draft Lease Terms

Activity	
Landlord	National Trust of Australia (Victoria)
Premises	Basement and outdoor part of 2 Parliament Place, East Melbourne, Victoria being marked on plan, being an area of approximately 272m ²
Term	Five (5) years
Commencement Date	1 April 2019
Permitted use	Retail / office space
Further term	One (1) further term of five (5) years pending tenant review
Rent review	Market review upon the commencement of each and every further term CPI review on each anniversary of the commencement date
Guarantee	All Directors of the Tenant
Reservation	Crown land permanently reserved for conservation of an area of historic purposes by Order in Council of 21 August 1984 and published in the Government Gazette 29 August 1984, page 2983.
Bank Guarantee/Security Deposit	Equivalent to three (3) months' Rent and Outgoings plus GST
Rent	Paid monthly in advance, plus outgoings plus GST plus subject to Rent Review

Part B – Conditions of participation

Part B.1 – NTAV specific requirements

1. Invitation

1.1. Invitation

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

1.2. Accuracy of EOI

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

1.3. Additions and amendments

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

1.5. Representation

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

1.6. Licence to use Intellectual Property Rights

- (a) Persons obtaining or receiving this Invitation and any other documents issued in relation to this Invitation may use the documents only for the purpose of preparing a response. Such Intellectual Property Rights as may exist in this Invitation and any other documents provided to the invitees by or on behalf of the organisation in connection with the EOI process are owned by (and will remain the property of) the NTAV except to the extent expressly provided otherwise.

2. Communication

2.1. Communication protocol

All communications relating to this Invitation and the EOI process must be directed to Penny Tripp, Director Commercial Operations and Marketing at the National Trust of Australia (Victoria).

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 organisation contact in writing at least 2 working days prior to the EOI closing time.
- (b) The organisation is not obliged to respond to any question or request for clarification or further information.
- (c) The organisation 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. Walkthrough session

The organisation will hold a walkthrough of the premises at the location and time specified in Item 6 of Part A.1. An invitee must attend the session if it is specified as 'mandatory'. If an invitee fails to attend a mandatory session, the organisation may disqualify the applicant from further participating in the EOI process.

2.4. Unauthorised communication

- (a) Communications (including promotional or lobbying activities) with staff of the organisation 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 organisation contact.
- (b) Nothing in this clause 2.4 is intended to prevent communications with staff of, or consultants to, the organisation 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 organisation, lead to disqualification of an applicant.

2.5. Anti-competitive conduct

Applicants and their representatives must not engage in any collusion, anti-competitive or similar conduct with any other applicant or person in relation to the preparation, content or lodgement of their response. In addition to any other remedies available to it under law, the organisation may, in its absolute discretion, disqualify an applicant that it believes has engaged in such collusive or anti-competitive conduct.

2.6. Consortia and trustees

Where the applicant is a member of a consortium, the response must stipulate which parts of the goods and/or 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 goods and/or 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 goods and/or services.

2.7. Complaints about this Invitation

An applicant with a complaint about this Invitation or the EOI process must lodge their complaint in writing and direct it to Penny Tripp, Director Commercial Operations and Marketing at the National Trust of Australia (Victoria).

3. Submission of a response

3.1. Lodgement

- (a) The response must be lodged by the EOI closing time. The closing time may be extended by the organisation in its absolute discretion by providing notice to invitees.
- (b) All responses lodged after the EOI closing time will be recorded by the organisation. The determination of the organisation as to the actual time that the response is lodged is final.

3.2. Late response

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

The organisation will inform an applicant whose response was lodged after the EOI closing time as to whether the response is ineligible for consideration.

3.3. Providing a response

It is the applicant'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 organisation 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

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

3.5. Use of response

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

3.6. Withdrawal of response

An applicant who wishes to withdraw a previously submitted response must immediately notify the NTAV of the fact. Upon receipt of such notification, the organisation will cease to consider the response.

3.7. Status of response

Each response constitutes a non-binding proposal by the applicant to the NTAV to provide the goods and/or 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

Responses will be treated as confidential by the organisation. The organisation 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 applicants required to be disclosed by government policy.

4. Capacity to comply with the overview of requirements

Part A details the organisation's requirements for the goods and/or services the subject of this Invitation. The assumption is that each applicant will be capable of providing all of the goods and/or services in full. Where an applicant believes it will not be capable of providing all the goods and/or services in full or will

only comply with Part B subject to conditions, it should either not apply or set out potential limitations in their response.

Applicants who are invited to participate in subsequent EOI processes (should such eventuate) will be provided with a full specification for the relevant goods and/or services at that time.

5. Evaluation

5.1. Evaluation process

Responses will be evaluated in accordance with the evaluation criteria stipulated in Item 9 of Part A.1.

An applicant's response will not be deemed to be unsuccessful until such time as the applicant is formally notified of that fact by the organisation.

The organisation may in its absolute discretion:

- (a) reject any response that does not include all the information requested or is not in the format specified in Item 5 of Part A.1;
- (b) after concluding a preliminary evaluation, reject any response that in its opinion is not suitable;
- (c) disregard any content in a response that is illegible and will be under no obligation whatsoever to seek clarification from the invitee;
- (d) disqualify an incomplete response or evaluate it solely on the information contained within it;
- (e) alter the structure and/or the timing of the EOI process; and
- (f) vary or extend any time or date specified in this Invitation for all applicants.

6. Next stage of the EOI process

6.1. 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 and invite further offers from those applicants;
- (b) conduct a subsequent procurement process calling for the goods and/or services or any similar related goods and/or services;
- (c) enter into pre contractual negotiations with one or more applicants;
- (d) decide not to proceed further with the EOI process or any other procurement process for the goods and/or services; or
- (e) commence a new process for calling for responses on a similar or different basis to that outlined in the original invitation.

7. No legally binding contract

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

8. Applicant warranties

By submitting a response, the applicant warrants that:

- (a) in lodging its 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 organisation 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 organisation 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 organisation to clarify any matters contained in the invitee's response.

9. Organisation rights

Notwithstanding anything else in this Invitation, and without limiting its rights at law or otherwise, the organisation 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.

10. Governing Law

This Invitation and EOI process is governed by the laws applying in the State of Victoria. Each invitee must comply with all relevant laws in preparing and lodging its invitee's response and in taking Part in the EOI process.

11. Interpretation

11.1. Definitions

EOI closing time	means the time specified at Item 4 of <i>Part A.1</i> by which invitee's responses must be received by the organisation.
EOI process	means the process commenced by issuing an Invitation for invitee's responses and concluding upon either early termination of the process or a subsequent procurement process.
Goods	means the products required by the organisation as set out in <i>Part A.2</i> .
Intellectual Property Rights	includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
Invitation	means the opportunity set out in each of the documents identified in the Introduction to this Invitation including this Part B.2, the EOI process and any other documents so designated by the organisation.
Applicant	means a person who submits a response.
Applicant's response	means a document lodged by an invitee in response to this Invitation containing a proposal to provide goods and/or services.
Item	means an item of this Invitation.
Organisation	means the government department or agency issuing this Invitation. In the case of an aggregated demand, the organisation is the lead agency issuing this invitation
Overview of requirements	means the overview of requirements set out at <i>Part A.2</i> .
Part	means a Part of this Invitation.
Project manager	means the person so designated at Item 3 of <i>Part A.1</i> .
Representative	means a party and its agents, servants, employees, contractors, associates, invitees and anyone else for whom that party is responsible.
Services	means the services required by the organisation as stipulated in <i>Part A.2</i> .
State	means the Crown in right of the State of Victoria.
Tender Box	a secure location within which invitee's responses are placed.

11.2. Interpretation

In this Invitation, 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.