

Request for Tender (2019-001)

Submission Requirements

All submissions are to be received no later than **5:00pm on 8th November 2019**.

Documents must be submitted via e-mail to bv.procure@gmail.com

Contact Details

Clarification questions are to be directed to:

Badminton Victoria Board

bv.procure@gmail.com

Purpose of Engagement

The objective of this engagement is to conduct a thorough evaluation of Badminton Victoria's current and future state to ensure that it is operating efficiently and in adherence with its statutory and legal requirements.

1. Background

Badminton Victoria Incorporated ('BV') is the principle body in the State of Victoria for the sport of badminton. As the presiding State governing sports body, BV is charged with the promotion and development of badminton and must conduct its affairs as appropriate.

The Board of Management ('the Board') is responsible for the proper control and management of the commercial activities of BV. The Board is seeking to procure consultancy services for assistance with various matters. This includes, but is not limited to:

- Asset management
- Business management
- Commercial arrangements
- Financial performance
- Governance composition
- Organisational structure
- Purposes of the association
- Risk mitigation
- Stakeholder engagement
- Strategic planning

2. Scope of Services

The appointed Consultant will provide services according to the parameters set out in this section. It is expected that the Consultant will support operations staff, engage the Board and consult key stakeholders as appropriate in developing the required documentation.

In performing the services, the Consultant will complete their responsibilities according to the requests of the BV Board. Any reports produced by the Consultant will be recommendations only to be considered by the Board, with the BV Board holding discretionary power to accept or reject any suggestions put forward by the Consultant.

Assistance with facilitation of the documentation developed under the consultancy agreement will be required. The Consultant will work in collaboration with the Board to ensure that all policies are smoothly implemented into BV processes and procedures.

2.1 Update of Rules and Purposes

The Consultant will undertake a review of BV's Rules and Purposes ('R&Ps'). The R&Ps should outline the core values of BV and allow the association to run smooth and effective operations, while clearly outlining its main purpose. Badminton Australia and Consumer Affairs Victoria ('CAV') may also be consulted as the proper regulatory bodies.

As amendments to the R&Ps must be lodged with CAV and comply with BV's legal obligations, expertise may be required in drafting and reviewing the proposed changes prior to submission. Specialised legal support may be engaged to assist with this task. The Consultant will aid in assisting Badminton Victoria to facilitate the passing of the R&Ps by the Member Associations, on an "as required" basis if the R&Ps are not passed before the termination date of the agreement.

2.2 Strategic plan

A strategic plan must be generated which reflects the Board's views and intended direction for the association while also addressing critical issues and risks. The strategic plan will identify and provide recommendations to address current risks and future proof BV operations. The Consultant may also be required to assist with implementation and ongoing progress monitoring of the plan.

During all stages of development, and potentially execution, it is imperative that the Consultant engages with the Board to extract the relevant information and thoroughly understand the Board's collective views and intended direction for BV.

2.3 Board governance

The Board requires a fresh outlook on its governance framework. This will involve contemplation of its legal obligations, policy requirements, reporting responsibilities to regulatory bodies, overall composition regarding areas of expertise, financial obligations and general administrative functions.

2.4 Organisational structure

BV operations staff are an integral part of managing BV's affairs. As such, analysis of the current organisational structure is necessary to inform the Board of the association's current effectiveness and efficiency.

Resourcing considerations will also form a part of the Consultant's scope in this area. If necessary, an expert advisor in human resources management may be engaged.

3. Main Deliverables

3.1 Rules and Purposes

A document focused on the review of BV's R&Ps is to be prepared for the Board to consider. The Consultant is expected to provide a list of recommendations which addresses BV's statutory requirements and legal obligations.

3.2 Strategic Plan

The strategic plan should outline 2021-2025 and beyond and will cover:

1. A BV mission statement
2. Core values and aspirations of BV
3. A SWOT analysis to evaluate the position of BV in the state of Victoria
4. The objectives, strategies and operational risks to BV
5. Key Performance Indicators to be considered for driving efficiencies in BV governance
6. Funding streams to future-proof the operations of BV

3.3 Board Matrix

A governance framework is to be developed according to the above scope. Recommendations should be put forward by the Consultant, which may include the development of Key Performance Indicators to ensure accountability and guarantee that BV has transparency in its processes.

3.4 Organisation Recommendations

Recommendations relating to the BV operations staff portfolios and a 'way forward' to ensure that the Board and operations staff are working in alignment with each other.

4. Proposed Timeline

Key Milestones	Dates
Release of Request for Tender	1 st November 2019
Closing date for questions/Requests for Information	6 th November 2019
Closing date for Tender Submissions	8 th November 2019
Tender Submissions Evaluation	12 th November 2019
Contract establishment	30 th November 2019
Commencement of Services	1 st December 2019
Completion of delivery of Services	1 st December 2020

5. Pricing and Fees

The Consultant must complete their cost estimate as per the table below.

An estimated breakdown of disbursement costs should be provided, with the proper receipts to be retained by the Consultant and shown to the BV Board within 3 business days of incurring the cost.

Any cost variations and scope changes must be formally submitted in writing via e-mail. The BV Board must approve or refuse these within 5 business days to allow the Consultant to continue delivering the services efficiently.

#	Items	Estimated effort (hours)	Rate per hour (ex GST)	Total
1	Rules & Purposes			
2	Strategic Plan			
3	Board Matrix			
4	Organisation Recommendations			
5	Disbursements			
Total estimated fee				

6. Evaluation Criteria

#	Evaluation Criteria	Weighting
1	Understanding of BV's goals and objectives for the project within the defined scope	30%
2	Proposed methodology that is likely to achieve the desired outcomes and includes sufficient planning, risk management and documentation	30%
3	Relevant and adequate experience with the demonstrated ability to deliver projects within prescribed timeframes	20%
4	Reasonable proposed costs and value for money	20%

7. Contract Particulars

Refer to **Appendix 1**

8. Invitee Submission Form

As specified in this Request for Tender, on behalf of {company name}, I/we offer to supply the services as outlined above; according to the estimated fees; within the agreed timeframe; and in adherence to the stipulated terms and conditions.

Trading Name	
Registered Name	
ABN	
ACN	
Address	

Contact Person	
Signature	
Telephone	
Email	
Date	

Appendix 1 – Contract for Consultancy Services

This Contract for Consultancy Services is between

Badminton Victoria Inc

ABN 34 824 598 381

Of Level 1, Melbourne Sports & Aquatic Centre, ALBERT PARK, Vic 3206

And

[Consultant's name]

[Consultant's ABN]

Of [Consultant's business address]

1. Contract Details

Badminton Victoria representative	Name:
	Phone:
Consultant (or their representative)	Name:
	Phone:
Date of Agreement	
Term of Agreement	

2. Services

Refer to the **Request for Tender (2019-001)** sections 1 through 4 for

- **Background & Scope of Services**
- **Main Deliverables**
- **Proposed Timeline**

3. Fees & Invoicing

Total Price for this Contract for Consultancy Services is

\$ [insert agreed price matrix/table, including GST]

Badminton Victoria agrees to be invoiced by **the Consultant every month on the first Monday of every calendar month.**

Invoices shall detail the services provided and be a true reflection of the Consultant's effort based on an agreed hourly rate. Upon receipt of the invoice, payment will be made by **Badminton Victoria within 10 business days.**

Refer to **Request for Tender (2019-001)** section 5 detailing disbursements and cost variations.

Invoice to be addressed to	[Name of Badminton Victoria representative]
Address for invoice	

4. General Conditions

1. Badminton Victoria's Obligations

Badminton Victoria will:

- 1.1 promptly and properly answer all enquiries from the Consultant
- 1.2 provide the Consultant with all information and documents upon request, which relate to the performance of the Consultancy Services
- 1.3 avoid delay, interference or prevention of the Consultant from performing the Services in accordance with the Contract and will ensure its agents and contractors do the same
- 1.4 bear the costs of compliance with any statutory and regulatory requirements, which includes but is not limited to charges, fees, levies or duties imposed by statutory, regulatory or responsible authority or body relating to the Consultancy Services
- 1.5 comply with all laws, codes and legal requirements
- 1.6 not breach, cause or lead the Consultant to breach any anti-bribery or anti-corruption laws
- 1.7 perform its obligations and activities with regard to health and safety; in a manner which will not expose the Consultant, or any other parties involved in execution of the Services, to situations which may endanger one's health or safety
- 1.8 discharge its obligations reasonably and in good faith; Badminton Victoria may not assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Contract without the prior written agreement of the other party
- 1.9 hold their own insurance policies and certifications; in the event of any incidents occurring while travelling to and from the relevant meeting and work places, the Consultant will not hold Badminton Victoria liable for any loss, damage or injuries suffered or alleged to have been suffered

2. The Consultant's Obligations

The Consultant will:

- 2.1 perform the Services to the standard reasonably expected of a competent and experienced professional service provider within the industry, sector or profession in which the Consultant operates
- 2.2 comply with all applicable laws, legislation and mandatory codes and standards
- 2.3 comply with all relevant anti-bribery and anti-corruption laws
- 2.4 comply with relevant statutory or regulatory bodies
- 2.5 perform the Services in a timely manner within an agreed timeframe, as agreed in writing
- 2.6 answer all enquiries as reasonably directed from Badminton Victoria within the general Scope of Services
- 2.7 perform the Services with regard to health and safety
- 2.8 discharge its obligations reasonably and in good faith; the Consultant may not assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Contract without the prior written agreement of the other party

3. Payment

- 3.1 The Consultant will submit invoice and Badminton Victoria will pay in the manner specified above in this Contract for Consultancy Services.
- 3.2 All payments will be made by Badminton Victoria to the Consultant by way of electronic funds transfer to the bank account nominated on the Consultant's invoice. Badminton Victoria will send confirmation of invoice payment and a reference number or electronic receipt to the e-mail address specified in the Consultant's invoice.
- 3.3 GST must be detailed in the Consultant's invoice. The Consultant will detail their rates and fees excluding GST and add a 10% GST line item before the total payment line.
- 3.4 Where the Consultant submits a late invoice to Badminton Victoria, Badminton Victoria reserves the right to pay the relevant invoice within 10 business days upon receipt.
- 3.5 Any delay in payment by Badminton Victoria will result in an additional \$20 per business day to the Consultant's fees for every day that payment is not made.

4. Changes and Variations

- 4.1 Any proposed changes or variations made by either party, the Consultant or Badminton Victoria, must be submitted in writing to the other.
- 4.2 Necessary changes or variations must be negotiated reasonably and agreed upon by both parties within 20 business days.
- 4.3 Either party may refuse the variation based on reasonable grounds, which may include but is not limited to delay of delivery of Services, delay of Main Deliverables, too far outside of the Scope of Services or unreasonable additional cost.

5. Confidentiality, Documents and Intellectual Property

- 5.1 Information available in the public domain or obtained by either party through independent legal research will not be considered confidential.
- 5.2 The Consultant and Badminton Victoria agree that there will be no disclosure of information that is confidential relating to the other party or this Contract, without the prior written consent of the other party.
- 5.3 If information is required to be disclosed for the purposes of this Contract, then the Consultant and Badminton Victoria must come to a verbal or written agreement as to the appropriateness of disclosure and the execution of disclosure to the relevant stakeholders outside of the two parties to this Contract.
- 5.4 Confidential information may be required to be disclosed in compliance with statutory, legal or insurance obligations and may be done so for such purposes.
- 5.5 Badminton Victoria will provide documents which are necessary for the Consultant to consider in the course of delivering the Services. This may be initiated by Badminton Victoria or requested by the Consultant.
- 5.6 Badminton Victoria reserve the right to refuse to provide the Consultant with confidential information relating to its business affairs if it deems that it is unnecessary for the Consultant to be aware of its existence or contents.
- 5.7 The documents produced by the Consultant for Badminton Victoria are for the sole use of Badminton Victoria and the purposes for which the documents were produced.
- 5.8 Any intellectual property rights in the documentation developed by the Consultant under this Contract will vest in Badminton Victoria upon creation.
- 5.9 If the documents contain material which are subject to pre-existing intellectual property rights belonging to the Consultant or third parties related to the Consultant, the Consultant grants and will ensure that the

relevant third parties grant to Badminton Victoria, permission to use freely, for no cost, any material produced under this Contract for or in connection with any purpose for which the Services were originally provided.

6. Delay and Frustration

- 6.1 Both parties must perform their obligations without delay, while ensuring that the Services are performed, and duties under this Contract are fulfilled with the exercise of due care.
- 6.2 If either party is delayed due to reasons outside of its control, then a reasonable extension of time shall be granted at the agreed rates outlined in this Contract by way of formal variation.
- 6.3 The party affected by circumstances beyond their reasonable control must promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- 6.4 If such circumstances continue for a continuous period of more than 6 months, either Badminton Victoria or the Consultant may terminate this agreement by written notice to the other.
- 6.5 If Badminton Victoria or any of its agents or representatives delays the Consultant in performing the Services, Badminton Victoria will be liable for any costs incurred due to the delay.
- 6.6 If the Consultant causes purposeful and unreasonable delay in delivering the Services, Badminton Victoria may terminate this Contract with 5 business days' notice in writing.
- 6.7 Either party may terminate the Contract with 28 business days' notice, given in writing, without revealing a specified reason.
- 6.8 If either party is in breach of this Contract, written notice must be given to the party in breach. The notice must specify the breach and allow a rectification period of 15 business days. If rectification of the breach or consensus cannot be reached between the parties, this Contract may be terminated without notice.
- 6.9 Where Badminton Victoria suffers financial adversity and cannot maintain a secure financial position to retain the Consultant's services, termination of this Contract will be permitted as per this clause.

7. Termination and Severance

- 7.1 On termination of this agreement Badminton Victoria will pay for all Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by the Consultant for the performance of the Services prior to the date of termination.
- 7.2 If any charges are not required to be utilised for their intended purpose and there remains any unspent post costs, these amounts will be returned to Badminton Victoria within 20 business days of termination of the Contract.
- 7.3 If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision is, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this agreement.

8. Warranties, Liability and Indemnities

- 8.1 If the Consultant performs the Services (or any part of the Services) negligently or materially in breach of this agreement or the Scope of Services, then if requested by Badminton Victoria, the Consultant will re-perform the relevant part of the Services.
- 8.2 Except in the case of death or personal injury caused by the Consultant's negligence, the liability of the Consultant under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise will not exceed the fees paid by Badminton Victoria to the Consultant under this agreement.

- 8.3 Neither Badminton Victoria nor the Consultant is liable to the other in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.
- 8.4 Badminton Victoria will indemnify and hold harmless the Consultant from and against all claims and losses arising from loss, damage, liability, injury to the Consultant, its employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information supplied to the Consultant by Badminton Victoria, its employees or consultants, or supplied to the Consultant by Badminton Victoria within or without the scope of this agreement.
- 8.5 Badminton Victoria and the Consultant each acknowledge that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

9. Waiver, Agency, Partnership and Severance

- 9.1 No failure or delay by the Consultant in exercising any right, power or privilege under this agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- 9.2 The rights and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 9.3 This agreement does not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between Badminton Victoria and the Consultant, other than the contractual relationship expressly provided for in this agreement. Neither Badminton Victoria nor the Consultant will have, nor represent that it has, any authority to make any commitments on the other's behalf.

This **Contract for Consultancy Services** takes effect, is governed by, and is construed in accordance with the laws in the State of Victoria, Australia.

Signed for and on behalf of **Badminton Victoria** by its authorised representative:

Name

Date

Signature

Signed for and on behalf of **[the Consultant]**:

Name

Date

Signature