

1. **REQUEST FOR TENDER**
2. **ELECTRONIC PRESCRIPTION SERVICES**
3. **Health/E21-576909**

**ISSUED BY THE AUSTRALIAN GOVERNMENT DEPARTMENT OF HEALTH**

1. **Lodgement Closing Time: 2.00pm (local time in Canberra, ACT) on 2 June 2022**
2. **PLEASE NOTE:**

* **Tenders must be lodged electronically via AusTender (see clause 8)**
* **Tenders should be lodged in the format described in clause 10**.

1. **The Department adheres strictly to Commonwealth policy on late tenders. The Department therefore recommends that Tenderers plan to lodge their Tender well before the Closing Time to minimise the possibility of any unforeseen circumstances arising that may cause the Tenderer to miss the Closing Time.**
2. **Commonwealth Contact: eprescribing@health.gov.au**

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# Part 1 – GENERAL MATTERS

1. request for tender
   1. This Request for Tender (**RFT**) comprises:
      1. Part 1 – Overview, background, services specifications and Tender lodgement;
      2. Part 2 – Information to be provided by Tenderers;
      3. Part 3 – Evaluation of Tenders;
      4. Part 4 – Conditions of tendering;
      5. Part 5 – Glossary;
      6. Part 6 – Response Schedules;
      7. Attachment A – Statement of Requirement; and
      8. Attachment B – Draft Contract.
   2. Tenderers' attention is also drawn to the:
      1. Conditions for Participation set out in clause 12;
      2. Minimum Content and Format Requirements set out in clause 13; and
      3. Essential Requirements set out in clause 14.
2. The Department
   1. The Commonwealth of Australia acting through the Department of Health (**the Department**) is responsible for better health and wellbeing for all Australians. The Department aims to achieve its vision through strengthening evidence-based policy advice, improving program management, research, regulation and partnerships with other government agencies, consumers and stakeholders.
   2. As part of the 2008 National E-Health Strategy, the concept of electronic transfer of prescriptions was introduced, with the aim to improving patient care, efficiency, compliance, drug safety and data collection relating to Pharmaceutical Benefits Scheme (PBS) medications. The Electronic Transfer of Prescriptions (ETPs) began in 2010 with a change in legislation to legally allow the electronic transfer (copy) of paper prescriptions.
   3. Since 2010, there has been significant development and growth in the Electronic Prescribing Ecosystem (EPE) and the Department has engaged with service providers and stakeholders to fund and operate the environment. Significant improvements in the EPE have been achieved since 2012, with approximately 91% of dispensed scripts now digitally supported.
   4. The regulatory framework that commenced in October 2019 enabled Electronic Prescriptions (EPs) as an alternative to paper prescriptions. As adoption of EPs continues to increase, the Department is taking the opportunity to review and optimise the ecosystem to:
      1. improve the customer experience for prescribers, patients and dispensers
      2. support further scale and innovation
      3. ensure the effectiveness and sustainability of its operating and funding model
      4. ensure alignment with broader healthcare reform processes and integration where possible with related digital architectures and initiatives.
3. Services the Department requires
   1. Electronic Prescribing is currently enabled through engagement of multiple providers of Prescription Delivery Services (PDS) and a single provider of an Active Script List Register (ASLR). PDS providers act as an information exchange between prescribers, patients and dispensers. The ASLR supplier provides an electronic token management system that maintains a list of patients’ active scripts through data streams from the PDS providers.
   2. To ensure continued optimisation and value for money in electronic prescribing services, the Department is testing the open market with a view to engaging a single or multiple PDS providers and a single ASLR provider for an initial term of four years and three optional further terms of one year each.
   3. Tenderers can make **one or multiple offers** in response to this RFT as follows:

**OFFER A – Provision of Prescription Delivery Services (PDS)**

There are two tendering options available for Offer A. Tenderers may choose to make an offer under:

* **OFFER A1**. Tenderers can offer to supply PDS using the Department-provided pricing model. Tenderers should note that under this model a maximum of three providers will be appointed; **AND/OR**
* **OFFER A2**. Tenderers can offer to supply as the sole PDS provider and propose a pricing model.

**AND/OR**

**OFFER B – Active Script List Register (ASLR)**

Tenderers can offer to supply the ASLR.

* 1. The detailed specifications and requirements for the Services are set out at **Attachment A – Statement of Requirement**. The Department proposes to engage the successful Tenderer(s) to provide the Service(s) in a form similar to the Draft Contract set out in **Attachment B** (but noting that the draft contract will be updated to reflect evolving Department requirements and any negotiations).

1. RFT Timetable
   1. The following is an indicative timetable for this RFT process:

| 1. **Activity** | 1. **Timing** |
| --- | --- |
| Release of RFT | 31 March 2022 |
| Enquiry Cut-Off Date | 19 May 2022 |
| **Closing Time** | **2:00 pm, Canberra local time**  **2 June 2022** |
| Negotiation with preferred Tenderer(s) | August – September 2022 |
| Execution of Contract with successful Tenderer | October 2022 |
| Notification of unsuccessful Tenderers | November 2022 |
| Commencement of Services | November – December 2022 |

1. enquiries about this rft
   1. Enquiries about this RFT should be made by email addressed to:

|  |  |
| --- | --- |
| Subject: | **Procurement Lead** |
| Email: | [**eprescribing@health.gov.au**](mailto:eprescribing@health.gov.au) |

* 1. The Department will provide answers to any reasonable enquiry from a prospective Tenderer that is received by the Department before the Enquiry Cut-Off Date set out in clause 4, in which case:
     1. questions and related answers may be disclosed to all prospective Tenderers via AusTender (without disclosing the source of the questions); and
     2. any Tenderer Confidential Information contained in a question (that is expressly nominated as such by the relevant Tenderer and agreed to by the Department) will be removed prior to disclosure on AusTender.
  2. All communications related to this RFT should be addressed to the Contact Officer (via the contact details specified above) and not to other Departmental officers or other persons. The Department may not respond to any enquiry not made in accordance with the requirements of clause 5.1. A Tenderer who communicates other than to the Contact Officer may be excluded from participating further in this RFT process.

1. Government procurement (judicial Review) act 2018 (Cth)
   1. This RFT process is a covered procurement for the purposes of the Commonwealth Procurement Rules and the *Government Procurement (Judicial Review) Act 2018* (Cth).
   2. Information on any public interest certificate that may be issued under the Government Procurement (Judicial Review) Act 2018 (Cth) in relation to this RFT process will be available at [About Us](https://www.health.gov.au/about-us/what-we-do/grants-and-tenders).
2. AusTender, the Australian Government Tender System
   1. AusTender is the Australian Government’s procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT process, Tenderers agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on the AusTender website at <https://www.tenders.gov.au/infolinks/termsofuse>.
   2. All queries and requests for technical or operational support must be directed to:

AusTender Help Desk

Telephone: 1300 651 698

International: +61 2 6215 1558

Email: [tenders@finance.gov.au](mailto:tenders@finance.gov.au)

* 1. The AusTender Help Desk is available between 9am and 5pm ACT local time, Monday to Friday (excluding ACT and national public holidays).

1. Electronic Lodgement
   1. Tenders must be lodged electronically via AusTender before the Closing Time and in accordance with the Tender response lodgement procedures set out in this RFT and on AusTender.
   2. If Tenderers need to lodge material that cannot be submitted via AusTender, Tenderers should contact the Contact Officer prior to Closing Time to make arrangements for its submission.
2. Tender Closing Time and Date
   1. Tenders must be lodged before the **Closing Time** specified in clause 4.
   2. The Closing Time will also be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Closing Time (For more information please see AusTender Terms of Use). For the purposes of determining whether a Tender has been lodged before the Closing Time, the countdown clock will be conclusive and will be the means by which the Department determines whether a Tender has been lodged by the Closing Time.
   3. Any attempt to lodge a Tender after the Closing Time will not be permitted by AusTender. Such a Tender will be deemed to be a Late Tender. Late Tenders will be excluded from consideration unless the Tender is late as a consequence of mishandling by the Department.
   4. Where electronic submission of a Tender has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the Tender file(s) has completed successfully, as confirmed by AusTender system logs, the Tender will not be deemed to be a Late Tender. Such Tenders will be identified by AusTender to the Department as having commenced transmission prior to, but completed lodgement after, the Closing Time.
   5. Where a Tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and clause 9.4 will only apply to the final upload.
3. Preparing to Lodge a Tender

**Tender File Formats, Naming Conventions and Sizes**

* 1. The Department will accept Tender documents lodged in the following file formats:
     1. Microsoft Word (.doc or .docx);
     2. Portable Document Format (.pdf); and
     3. in relation to Schedule 5 only, Microsoft Excel (.xls or .xlsx).
  2. The Tender file name/s should:
     1. incorporate the Tenderer’s company name; and
     2. reflect the various parts of the Tender they represent, where the Tender comprises multiple files.
  3. Tender response files should not exceed a combined file size of 5 megabytes per upload.
  4. Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

1. Scanned or Imaged Material, including Statutory Declarations
   1. In the event that the Department requires clarification of the Tenderer’s Tender, the Tenderer may be required to courier or security post the originals of the signature and/or initialled pages to the Department at the address notified by the Department within the period notified by the Department.

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# Part 2 – Information to be provided by Tenderers

1. Conditions for Participation
   1. If the Department considers that a Tenderer does not satisfy all of the following Conditions for Participation, that Tender will be excluded from further consideration under this RFT:

| **Item** | **Conditions for Participation** |
| --- | --- |
| 1 | The Tenderer must not have had any judicial decisions against it (excluding decisions under appeal) relating to employee entitlements and have not satisfied any resulting order. |
| 2 | The Tenderer, its personnel, and any Subcontractors proposed in the Tender must not, at the Closing Time, be listed as terrorists under section 15 of the *Charter of the United Nations Act 1945* (Cth). |
| 3 | The Tenderer (and any Subcontractor proposed in its Tender) must not be named in the Consolidated list referred to in Regulation 40 the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth). |
| 4 | 1. The Tenderer either: 2. holds a Valid and Satisfactory Statement of Tax Record by the Closing Time; or 3. has a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office by the closing time, and holds a Valid and Satisfactory Statement of Tax Record no later than 4 business days from the Closing Time; and 4. the Tenderer holds a Valid and Satisfactory Statement of Tax Record from any Subcontractor that it proposes, as part of its Tender, to engage to deliver the Services, where the estimated value of the Services to be undertaken by that Subcontractor is over $4 million (GST inclusive).   [Note to Tenderers: Tenderers should apply for a Statement of Tax Record and should ensure that their Subcontractors apply for a Statement of Tax Record within sufficient time to meet this Condition for Participation.] |

1. Minimum Content and Format Requirements
   1. If the Department considers that a Tender does not satisfy all of the following Minimum Content and Format Requirements, that Tender will be excluded from further consideration under this RFT:

| **Item** | **Minimum Content and Format Requirements** |
| --- | --- |
| 1 | The Tender must be in English and measurements must be expressed in Australian legal units of measurement. |
| 2 | The Tender must include a completed, signed and scanned Tenderer Deed substantially in the form at **Part** **6 Schedule 1 – Tenderer’s declarations**. |
| 3 | Tenderers must substantially complete and submit the Pricing Schedule in **Part 6, Schedule 10 – Tenderer’s pricing** in accordance with the instructions provided in Schedule 10. |
| 4 | The Tenderer must include an Indigenous Participation Plan in its Tender using the template provided in **Part 6, Schedule 5 – Tenderer’s Indigenous participation.** |
| 5 | In **Part 6, Schedule 9 – Tenderer’s Valid and Satisfactory Statement of Tax Record**, the Tenderer must include either:   1. a Valid and Satisfactory Statement of Tax Record for the Tenderer; or 2. a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office for the Tenderer and the Tenderer then provides a Valid and Satisfactory Statement of Tax Record within 4 business days from the Closing Time. |

**Unintentional Errors of Form**

* 1. Without limiting the Department's other rights in this RFT, the Department may allow the Tenderer to correct any error of form in a Tender that appears to be unintentional, by lodging a correction or additional information, in writing in accordance with the direction of the Department, but will not permit any material alteration or addition to the Tender.
  2. If the Department provides any Tenderer with the opportunity to correct errors of form, it will provide the same opportunity to all other Tenderers that are in the same position.

1. essential requirements
   1. If the Department considers that a Tenderer does not satisfy all of the following Essential Requirements, that Tender will be excluded from further consideration under this RFT:

| **Item** | **Essential Requirements** |
| --- | --- |
| 1 | Not applicable. |

* 1. Notwithstanding the use of the words “must”, "shall", "minimum", "required to" or similar language or anything to the contrary in Statement of Requirement or elsewhere in this RFT, there are no other Essential Requirements for this RFT besides those set out in the table above (if any).

1. Format of tenders
   1. Tenders should be completed in accordance with **Part 6 – Response Schedules**, noting the following:
      1. all applicable information should be provided in response to the information requirements set out in **Part 6 – Response Schedules**;
      2. where a response to a particular requirement is covered in another section of the Tender, a cross reference to that section should be provided; and
      3. Tenderers may include additional or supporting materials (as supplements or attachments to the Tender Response Information) noting that Tenderers are discouraged from including generic marketing information that does not relate to the information requested in this RFT and/or does not address the Evaluation Criteria.
   2. Tenderers should also complete the **Part 6, Schedule 8 – Response to Draft Contract** in relation to:
      1. any of the provisions of the Draft Contract with which the Tenderer is partially compliant or non-compliant; or
      2. any claim of confidentiality in relation to any aspects of their Tender.
2. Pricing
   1. Tenderers should provide full details of their proposed price structure in **Part 6, Schedule 10 – Tenderer’s pricing**. This document should be included in a separate electronic file when the Tender is lodged and no pricing should be included in any other part of the Tender.
   2. Tendered prices should include all charges necessary and incidental to the proper delivery of the Services.
   3. Prices should be fixed for the duration of the Contract unless otherwise indicated by the Department in this RFT.
   4. Prices should be in Australian dollars and shown both inclusive and exclusive of GST.
3. Workplace Gender Equality
   1. Commonwealth policy prevents the Department from entering into contracts with Tenderers who are non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (the **WGE Act**).
   2. The Draft Contract requires that, in performing any contract, a successful Tenderer must:
      1. comply with its obligations, if any, under the WGE Act; and
      2. if the term of any resultant Contract exceeds 18 months, the successful Tenderer must provide a current letter of compliance within 18 months from the Contract Commencement Date and following this, annually to the Department’s Contract contact officer.
   3. Tenderers should note that if during the term of any resultant Contract, the successful Tenderer becomes non-compliant with the WGE Act, the successful Tenderer must notify the Department’s Contract contact officer.
   4. For further information about coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.
   5. Tenderer’s must indicate in **Part 6, Schedule 1 – Tenderer’s declarations** whether or not the Tenderer’s organisation is a ‘relevant employer’ under the WGE Act and, if applicable, provide a current letter of compliance as part of their Tender, or prior to entering into any resultant Contract (if successful).
4. Illegal Workers
   1. It is Commonwealth policy not to contract with providers engaging Illegal Workers.
   2. **Part 6, Schedule 1 – Tenderer’s declarations** contains a statement from the Tenderer confirming that it meets this obligation.
5. INDIGENOUS PROCUREMENT POLICY
   1. It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see [Indigenous Procurement Policy](https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy) for further information).
   2. If any resultant Contract is a High Value Contract, the Mandatory Minimum Requirements for Indigenous participation will apply.
   3. **Part 6, Schedule 1 – Tenderer’s declarations** contains a declaration for Tenderers to complete in relation to Indigenous procurement.
   4. In **Part 6, Schedule 5 – Tenderer’s Indigenous participation,** Tenderers must complete an Indigenous Participation Plan using the template provided.
6. *Modern Slavery Act 2018* (Cth)
   1. Tenderers should note that any resultant Contract will require the successful Tenderer to provide all assistance reasonably requested by the Department to comply with its obligations, and related contract clauses under the *Modern Slavery Act 2018* (Cth).
7. PAYMENT TIMES PROCUREMENT CONNECTED POLICY
   1. Tenderers should note that the Payment Times Procurement Connected Policy (**PTPC Policy**) applies to this procurement. Information about the PTPC Policy can be found at the [Payment Times Procurement Connected Policy Website](https://treasury.gov.au/small-business/payment-times-procurement-connected-policy).
   2. Tenderers must determine and declare at **clause** Error! Reference source not found. of **Part 6 Schedule 1 – Tenderer’s declarations** whether they are a ‘Reporting Entity’ as defined by the *Payment Times Reporting Act 2020* (Cth).
   3. If the Tenderer is a Reporting Entity, any resultant Contract will require the successful Tenderer to comply with the PTPC Policy.
8. Australian Industry Participation
   1. Potential tenderers should note that subject to advice from the Department of Industry, Science, Energy and Resources, the Australian Industry Participation National Framework principles, including an AIP plan requirement, may apply to any Contracts resulting from this RFT. More information on AIP plan requirements can be found at [www.industry.gov.au/aip](http://www.industry.gov.au/aip).
9. ENVIRONMENTAL Policy and Procurement
   1. The Commonwealth aims to improve the implementation of ecologically sustainable development (**ESD**) within its agencies.
   2. In support of this aim, the Department is committed to fostering the sustainable use of the Earth’s resources and will implement and maintain an environmental management system to ISO14001, with the following key areas:
      1. compliance with all relevant environmental legislation, regulations, policies and other initiatives to which it subscribes;
      2. integrating environmental management into business decision making at all levels;
      3. reducing cost through better resource usage and waste management;
      4. setting objectives and targets for continuous improvement;
      5. monitoring, reporting and reviewing achievements;
      6. exploring best practice and innovative environmental management approaches to the use of technology, property and related resources; and
      7. building an environmentally aware business culture.
   3. The Department’s procurement activities are a key means of implementing its environmental policy.
   4. The Department is required by the CPRs to consider the environmental sustainability of the Tenderer’s proposed goods and services as part of its value-for-money assessment. Tenderers should complete **Part 6, Schedule 7 – Tenderer’s contribution to environmental sustainability** to enable the Department to consider the environmental sustainability of their approach to providing the Services. Tenderers should note that the Department will conduct its evaluation of environmental sustainability criteria in accordance with the [Sustainable Procurement Guide](https://www.environment.gov.au/system/files/resources/856a1de0-4856-4408-a863-6ad5f6942887/files/sustainable-procurement-guide.pdf).
10. Benefit to the Australian economy
    1. The Commonwealth is committed to building a stronger, more prosperous and resilient economy where Australian businesses can be competitive on a domestic and international level.
    2. The Department is required by the CPRs to consider the economic benefit of a procurement to the Australian economy as part of its assessment of whether a tender presents value for money.
    3. Tenderers should **complete Part 6, Schedule 6 – Tenderer’s contribution to the Australian Economy** to enable the Department to consider the benefit to the Australian economy of the Tenderer’s approach to the delivery of the Services.
    4. In general terms, economic benefits to the Australian economy result when the goods or services being procured:
       1. make better use of Australian resources that would otherwise be under-utilised (for example employing people who would otherwise be under or unemployed, using spare industrial capacity, or freeing government funds for other spending);
       2. otherwise increase productivity (for example by adopting new know-how or innovation, or enabling more people to acquire in-demand skills, or ensuring that resources are allocated to sectors in which Australia has a comparative advantage); or
       3. provides broader benefits that support the development and sustainment of industry capabilities (for example, enhancing key industry sectors through the Department of Defence’s Sovereign Industrial Capability Priorities).
    5. An increase in productivity-enhancing technology development and adoption can also deliver economic benefit, for example through:
       1. research and development related activities and investments (including those undertaken with universities);
       2. transfer of technology to Australian businesses such as through licensing arrangements for Intellectual Property;
       3. Indigenous workforce participation;
       4. engaging a business that provides services of persons with a disability;
       5. traineeships or apprenticeships in areas of skills shortage; or
       6. boosting a supplier’s international competitiveness (e.g. through greater efficiency or product innovation).

# Part 3 – Evaluation of Tenders

1. Evaluation criteria
   1. The Department will use the following Evaluation Criteria in the evaluation of Tenders:

| **Description** | **Weighting  (if any)** |
| --- | --- |
| The Tenderer's solution and ability to meet the requirements as specified in **Attachment A – Statement of Requirement**. | 70% |
| The Tenderer’s proven capabilities and experience in delivering solutions of a relevant nature and scale, contributing to the achievement of national strategic objectives. | 30% |
| In evaluating Tenders, the Department will take into consideration:   * + 1. the Tenderer’s past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, by having regard to the Tenderer’s past compliance with any mandatory minimum requirements; and     2. the extent to which the Tenderer’s proposed Indigenous Participation Plan will meet the mandatory minimum requirements.   [Note to Tenderers: A Tenderer that has no past experience with any mandatory minimum requirements will not be disadvantaged by this alone. Its response will be assessed on other actions it has taken in the past to increase Indigenous participation and on its proposed Indigenous Participation Plan.]  (c) the Tenderer’s proposed strategies to contribute to the economic benefit of the Australian economy.  (d) the Tenderer’s contribution to environmental sustainability. | Not weighted |
| Pricing | Not weighted |
| Risk   * + 1. compliance with Statement of Requirement and the Draft Contract;     2. financial viability of the Tenderer; and     3. any other risks identified in the evaluation process that have not been considered as part of another Evaluation Criterion. | Not weighted |

* 1. The Department may:
     1. consider any part of a Tender in the evaluation of any or all of the Evaluation Criteria; and
     2. use material provided in response to one Evaluation Criterion in its evaluation of other Evaluation Criteria.

1. EXCLUSION OF TENDERS
   1. Without limiting any other provision of this RFT that gives the Department the right to exclude Tenders on other grounds, the Department may at any time exclude a Tender from further consideration if:
      1. the Tender is incomplete or contains insufficient information to allow evaluation of the Tender;
      2. prices are not clearly and legibly stated;
      3. the Tenderer or Tender does not comply with this RFT;
      4. the Tenderer is not fully capable of undertaking a contract in the form of the Draft Contract;
      5. the Tender is clearly uncompetitive when compared with the other tenders received;
      6. the Tender is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria;
      7. the Tender contains statements that qualify or are contrary to the Tenderer Deed at **Part 6 Schedule 1 – Tenderer’s declarations**;
      8. in the Department's opinion the Tender contains a false declaration;
      9. the Tender contains false or misleading information or statements;
      10. the Tenderer, or a director or officer of the Tenderer, is insolvent or bankrupt;
      11. the Tenderer has an actual, potential or perceived conflict of interest that cannot be managed to the satisfaction of the Department acting in its absolute discretion; or
      12. there has been a significant deficiency in the performance of a substantive requirement or obligation under a prior agreement.
2. Tender evaluation process
   1. Tenders will be evaluated against the Evaluation Criteria to determine the Tender that represents the best overall value for money on a whole-of-life basis.
   2. As part of its evaluation of Tenders, the Department may, in its sole and absolute discretion:
      1. ask Tenderers to undertake presentations;
      2. shortlist one or more Tenderers at any time;
      3. ask Tenderers to provide written clarification of various aspects of their Tenders;
      4. ask Tenderers to provide further information to confirm their financial viability and commercial stability;
      5. have discussions or interviews with Tenderers in order to seek further clarification of their Tenders;
      6. visit Tenderers' sites; and
      7. have discussions with or undertake visits to customers of Tenderers and their Subcontractors, whether or not those customers are listed as referees in the Tenderers' Tenders.
   3. The Department may choose to undertake the activities set out in clause 27.2 in relation to some Tenderers only. Presentations, interviews and site visits may be subject to additional terms and conditions that are advised by the Department to Tenderers who have been invited to participate in each activity.
   4. Any costs incurred by the Tenderer in complying with this clause 26 will be borne by the Tenderer.
3. Clarification
   1. Where the meaning of a Tender is unclear or there is an apparent error of form, the Department may seek clarification from the Tenderer.
   2. Any clarification provided by a Tenderer in response to a request for clarification is not to contain any new material additional to that included in the Tender unless specifically requested by the Department. Failure to supply clarification to the satisfaction of the Department may cause the Tender to be excluded from consideration.
4. Tendered prices
   1. The Tenderer agrees to provide access to such information as is determined by the Department to be necessary in order to evaluate the reasonableness of their Tendered prices.
   2. In the evaluation process, the Department may make certain adjustments to the Tendered price, including adjustments to account for the following matters, which may need balancing in order to establish a common basis for the comparison of Tenders, including (without limitation):
      1. Tendered prices as per the completed **Part 6, Schedule 10 – Tenderer’s pricing**;
      2. pricing flexibility;
      3. any other costs or discounts which form part of the Tenderer's offer;
      4. normalised and discounted cash flow;
      5. any alternative proposals or financial incentives offered by the Tenderer;
      6. implementation costs;
      7. any risk relating to the Tendered prices;
      8. transition out costs;
      9. cost of administering the resultant Contract; and
      10. whole of life costs and benefits.
5. Negotiations
   1. Negotiations may be undertaken with one or more Tenderers (including in relation to prices, terms and conditions of the Draft Contract or any other matters).
   2. During the negotiation phase of this RFT process, the Department may engage in detailed discussions and negotiations, including parallel negotiations, with the goal of maximising the benefits of the project, as measured using the Evaluation Criteria. As part of this process, those Tenderers participating in the negotiation phase may be asked to improve any or all aspects of their Tender. The Department's intention is that it will select a preferred Tenderer after all material issues have been resolved.
   3. The Department may seek best and final offers from Tenderers participating in the negotiation phase of this RFT process.
   4. Without limiting its other rights under this RFT, in the event that the Department concludes that during negotiations a Tenderer has retracted, or attempts to retract, any part of its tendered offer,the Department reserves the right to:
      1. exclude that Tenderer's Tender from further consideration;
      2. terminate this RFT process;
      3. re-enter negotiations or parallel negotiations with other Tenderers; or
      4. exercise any other right reserved to the Department under law or elsewhere in this RFT.
6. Caretaker Conventions
   1. In the event that a federal election is called during this RFT process, the Commonwealth government will enter into a caretaker period. During caretaker periods, Governments generally avoid entering into major contracts or undertakings.
   2. The Department will conduct this RFT process in a manner which is consistent with the [Guidance on Caretaker Conventions](https://www.pmc.gov.au/sites/default/files/publications/guidance-on-caretaker-conventions-2021.pdf) issued by the Department of Prime Minister and Cabinet.
   3. Without limiting its other rights under this RFT, in the event that the Commonwealth government enters into a caretaker period, the Department may:
      1. suspend all or part of this RFT process until the caretaker period ends;
      2. delay its entry into a contract until the caretaker period ends and a new Commonwealth government approves entry into a contract;
      3. amend the terms of this RFT to address any agreement between the Minister and any opposition spokesperson; or
      4. terminate this RFT process in its entirety.
7. Debriefing
   1. After the award of any resultant Contract, the Department will notify all unsuccessful Tenderers of the outcome of the RFT process.
   2. All Tenderers will be offered the opportunity for a debriefing on their Tender.
   3. Tenderers will be debriefed against the Evaluation Criteria contained in this RFT. Tenderers will not be provided with information concerning other Tenders.
8. Complaints Procedure
   1. Complaints in relation to this RFT process should be made in writing and directed to the Complaints Officer at procurement.advice@health.gov.au. The Complaints Officer is able to receive complaints under the *Government Procurement (Judicial Review) Act 2018* (Cth).
   2. Complaints will be handled by the Department in accordance with the Department's Procurement Complaints Procedures which are available at [About Us](https://www.health.gov.au/about-us/what-we-do/grants-and-tenders).

# Part 4 – Conditions of Tendering

1. Ownership and use of Tender Documents
   1. All Tender documents (including paper and electronic copies) become the property of the Department on submission.
   2. Without prejudice to anything agreed in any resultant Contract, clause 34.1 does not affect any intellectual property rights that may exist in a Tender.
   3. Without prejudice to any other right of the Department under this RFT or at law, the Department may copy, amend, disclose or allow the disclosure of, or otherwise deal with, a Tender or any information contained in or relating to any Tender (at any time) for any of the following purposes:
      1. the RFT process, evaluating and clarifying Tenders;
      2. negotiation of the resultant Contract with the Tenderer or any other Tenderer;
      3. managing any resultant agreement with the Tenderer or any other Tenderer;
      4. addressing any dispute concerning the RFT process;
      5. audit, governmental and Parliamentary reporting requirements; and
      6. responding to any disputes about this RFT process or requests from Parliament or a Parliamentary Committee.
   4. The Department may make copies of the Tender as necessary for its purposes.
2. Intellectual Property Rights in RFT
   1. All intellectual property that exists in the information contained in this RFT, or any related or attached material, remains the property of the Department.
   2. Each Tenderer is permitted to use this RFT for the purpose only of compiling its Tender and, in the case of the Tenderer(s) selected through this RFT process, for negotiating the resultant Contract with the Department.
3. SMALL TO MEDIUM ENTERPRISES (SMES)
   1. The Australian Government is committed to *Public Governance, Performance and Accountability Act 2013* (Cth)non-corporate Commonwealth entities sourcing at least 10 per cent of their purchases by value from SMEs. For the purpose of this clause an SME is an Australian or New Zealand firm with fewer than 200 full-time equivalent employees.
   2. Tenderers are encouraged to include the participation of SMEs in their Tenders.
4. Audit and access
   1. The attention of Tenderers is drawn to the *Auditor-General Act 1997* (Cth), which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.
   2. In addition to the Auditor-General's powers under the *Auditor-General Act 1997* (Cth), if a Tenderer is chosen to enter into a resultant Contract, the Tenderer will be required to provide the Auditor-General or an authorised person with access to information, documents, records and Department assets, including those on the Tenderer's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or Subcontractors, and which are related to the resultant Contract. Such access will apply for the term of the Contract and for a period of 7 years from the date of expiration or termination of the Contract.
   3. Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* (Cth) on their participation in the Tender.
5. Freedom of Information and other rights to access information
   1. The attention of Tenderers is drawn to the *Freedom of Information Act 1982* (Cth), which gives members of the public right of access to documents in the possession of the Commonwealth and its agencies.
   2. The Act extends as far as possible the right of the community to access information (generally documents) in the possession of the Commonwealth, limited only by exceptions and exemptions necessary for the protection of essential public interests and the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.
   3. Rights of access also exist under other legislation, including the *Ombudsman Act 1976* (Cth). Courts also have legal rights to access a wide range of information.
   4. Tenderers should also be aware of the *Australian Information Commissioner Act 2010* (Cth), which established the Office of the Australian Information Commissioner to perform freedom of information, privacy and information policy functions.
6. Privacy
   1. Tenderers are advised that it is Commonwealth policy to ensure that there is no loss of privacy protection when a Commonwealth entity contracts for the delivery of services.
   2. Without limiting any obligations under the *Privacy Act 1988* (Cth), successful Tenderer(s) will be required under the Contract to agree not do an act, or engage in a practice, that would breach an Australian Privacy Principle under the *Privacy Act 1988* (Cth) if done or engaged in by a Commonwealth entity to which the Australian Privacy Principles apply. Tenderers selected as a result of this RFT process will also need to agree to impose those same obligations on any Subcontractor engaged by the Tenderer.
7. CONFIDENTIALITY
   1. The Department will, subject to this RFT, including clauses 40.2 and 40.3, endeavour to treat the following information as confidential:
      1. all Tenders received prior to the award of a resultant Contract;
      2. all unsuccessful Tenders, following the award of a resultant Contract;
      3. all successful Tenders, following the award of a resultant Contract but only to the extent that:
         1. the successful Tenderer requests that specific information in their Tender be kept confidential; and
         2. the Department has determined that specific information is to be kept confidential in accordance with the [Confidentiality Throughout the Procurement Cycle](https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle)from the Department of Finance and has agreed, pursuant to the resultant Contract with the successful Tenderer, to keep that information confidential.
   2. The Department will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:
      1. is disclosed by the Department to its advisers, officers, employees or subcontractors solely in order to conduct this RFT process or to prepare and manage any resultant Contract;
      2. is disclosed to the Department’s internal management personnel, solely to enable effective management or auditing of this RFT process;
      3. is disclosed by the Department to the responsible Minister;
      4. is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
      5. is shared by the Department within the Department’s organisation, or with another Commonwealth entity, where this serves the Commonwealth’s legitimate interests;
      6. is authorised or required by law to be disclosed;
      7. is disclosed as agreed by the Tenderer;
      8. is disclosed to meet the Department’s reporting or accountability requirements, including, without limitation:
         1. under the Public Governance, Performance and Accountability Act 2013 (Cth) or other legislation;
         2. to the Australian National Audit Office or any other auditor appointed by the Department;
         3. in accordance with the provisions that require notification of Commonwealth contracts on the [AusTender](http://www.tenders.gov.au) website;
         4. to the Commonwealth Ombudsman; or
         5. is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.
   3. Tenderers should be aware that the Department, as a non-corporate Commonwealth entity, is subject to specific accountability requirements, which support internal and external scrutiny of its tendering and contracting processes. These include:
      1. the policy of the Commonwealth to publish details of relevant entity agreements, contracts and standing offers with an estimated value of $10,000 or more on the AusTender website;
      2. the requirement to report details of Commonwealth contracts valued at $100,000 or more in accordance with the *Senate Order on Departmental and Agency Contracts*, including:
         1. name of the service provider and the subject matter of the Contract;
         2. total value of the Contract; and
         3. whether the Contract contains clauses that are confidential, and if so, the reasons for confidentiality;
      3. the requirement to publish information about certain procurements in Annual Reports; and
      4. the requirement to make available, on request, the names of any subcontractors engaged to perform services in relation to a Commonwealth contract (as such, Tenderers should inform all potential Subcontractors that their participation in fulfilling a Commonwealth contract may be publicly disclosed).
8. Material Change to Tenderer
   1. A Tenderer must notify the Department if, following lodgement of its Tender, there occurs:
      1. an event that has the effect of materially altering either the composition or control of the Tenderer or the business of the Tenderer; or
      2. any material change to the compliance status of the Tenderer against this RFT; or
      3. any material change to the proposed basis on which the Tenderer will deliver the Services, or have access to the necessary and appropriate skills, resources, nominated key personnel, nominated Subcontractors or corporate or financial backing to provide the Services, on the terms of the Draft Contract.
   2. If the Department receives notice, or becomes aware of an event under clause 41.1a, the Department may allow (on terms it considers appropriate) the substitution of the Tenderer with another legal entity upon receipt of a joint written request from or on behalf of the Tenderer and the other legal entity. If the Department allows the substitution, it will evaluate the Tender in its original form prior to the event, except that the impact of the event on the information provided in the Tender may be taken into account.
   3. If the Department receives notice, or becomes aware of an event under clause 41.1b or 41.1c, or the Commonwealth does not allow substitution, or substitution is not requested, under clause 41.1a, the Department may either exclude the Tender from consideration or consider the Tender taking into account the impact of the changed circumstances on the information provided in the Tender.
9. Conflict of interest
   1. Tenderers should represent and declare in the Tenderer Deed any conflict of interest that exists at the time of lodging their Tender.
   2. If at any time prior to entering into a resultant Contract for the Services, an actual or potential conflict of interest arises or may arise for any Tenderer, other than that already disclosed, that Tenderer should immediately notify the Department in writing.
   3. If any actual or potential conflict is notified, or the Department becomes aware of any actual or potential conflict, the Department may:
      1. disregard the Tender submitted by such a Tenderer;
      2. enter into discussions to seek to resolve such conflict of interest; or
      3. take any other action it considers appropriate.
10. Tenderer behaviour
    1. Tenderers must not, and must ensure that their officers, employees, agents and advisors do not, in relation to the preparation, lodgement or assessment of Tenders:
       1. Engage in misleading or deceptive conduct or make any false or misleading or deceptive claim or statement;
       2. improperly obtain Confidential Information;
       3. receive improper assistance from any existing or former officer or employee of the Department;
       4. engage in collusive tendering, anti-competitive conduct, unlawful, unethical or other similar conduct with any other Tenderer or other person;
       5. attempt to improperly influence an officer or employee of the Department or violate any applicable laws regarding the offering of inducements; or
       6. approach any officer or employee of the Department other than in the manner set out in this RFT;
       7. engage in, procure or engage others to engage in, any activity that would result in a breach of the Lobbying Code of Conduct 2013 published by the Attorney-General’s Department and available at <https://www.ag.gov.au/integrity/publications/lobbying-code-conduct>; or
       8. otherwise act in an unethical or improper manner or contrary to any law.
    2. The Department may exclude a Tender from consideration if the Tenderer fails to comply with the requirements set out in this clause 42.
11. Cost of preparing and submitting Tender
    1. To the extent permitted by law, participation in this RFT process is at the Tenderer’s sole risk, cost and expense, and in no circumstances will the Department be responsible for any costs incurred by a Tenderer in preparing a Tender, or associated expenses related to this RFT.
12. Tenderers to inform themselves
    1. Tenderers are deemed to have:
       1. examined this RFT, and any other documents referenced or referred to in this RFT, and any other information made available in writing by the Department to Tenderers for the purposes of submitting a Tender;
       2. examined all other information which is obtainable by the making of reasonable and timely inquiries and relevant to the risks, contingencies and other circumstances having an effect on their Tender;
       3. satisfied themselves as to the correctness and sufficiency of their Tender, including quoted prices which are deemed to cover the cost of all matters necessary for the due and proper performance and delivery of the Services described in the Statement of Requirement;
       4. satisfied themselves as to the terms and conditions of the Draft Contract and its ability to comply with the Draft Contract (including by obtaining independent legal advice on the effect of its terms where appropriate), subject to its response at **Part 6, Schedule 8 – Tenderer’s response to Draft Contract;**
       5. obtained independent advice on the effect of all relevant legislation in relation to the Tenderer's participation in the RFT process;
       6. made their own independent assessments of actual workload requirements under any resultant Contract and all prices will be presumed by the Department to have been based upon the Tenderer's own independent assessments; and
       7. examined AusTender, including the AusTender Terms of Use.
    2. It is the responsibility of Tenderers to obtain all information necessary or convenient for the preparation of their Tender.
    3. Tenderers must not rely, and are deemed not to have relied, upon any statement or representation by the Department, whether before or after the date of this RFT, in connection with this RFT or this RFT process, unless that statement or representation is made in writing by the Contact Officer for this RFT.
    4. Tenderers should obtain their own legal and other professional advice on this RFT and its requirements including in respect of the potential rights and obligations in respect of the Draft Contract and should not construe this RFT as investment, legal, tax or other advice.
13. No contract or undertaking
    1. Nothing in this RFT or in any Tender or by the submission of a Tender (in part or together) creates, or is to be construed to create, any binding contract or other understanding (including any form of contractual, quasi-contractual, restitutionary rights or other legal relationship (express or implied) between the Department and any Tenderer unless and until a resultant Contract (if any) is signed by the Department and a successful Tenderer.
    2. Clause 46.1 does not apply to a Tenderer Deed executed by a Tenderer.
14. Acceptance
    1. Selection of the preferred Tender will be subject to the execution of a Contract between the Commonwealth and the successful Tenderer substantially in the form of the Draft Contract at Attachment B.
    2. Neither the lowest priced Tender, nor any Tender, will necessarily be accepted by the Department.
15. The Department's rights
    1. The Department reserves the right to:
       1. vary the timing and processes, if any, referred to in this RFT;
       2. change or suspend the RFT process;
       3. amend or vary this RFT or the RFT process, including the Draft Contract;
       4. allow any Tenderer to change its Tender at any time;
       5. shortlist Tenders;
       6. terminate the RFT process where it is, in the opinion of the Department, in the public interest to do so;
       7. exclude any Tender from consideration where in the opinion of the Department:
          1. it is in the public interest to do so;
          2. the Tenderer does not meet a Minimum Content and Format Requirement, Condition for Participation or Essential Requirement;
          3. the Tenderer is not fully capable of undertaking the Contract substantially in the form of the Draft Contract;
          4. this RFT otherwise allows for the exclusion of the Tenderer; or
          5. the Tender does not represent value for money;
       8. enter into a contract or other binding relationship outside the RFT process with a person on such terms as the Department accepts without prior notice to any Tenderer where in the opinion of the Department:
          1. it is in the public interest to do so;
          2. no Tenderer meets a Minimum Content and Format Requirement, Condition for Participation or Essential Requirement;
          3. no Tenderer is fully capable of undertaking the Contract substantially in the form of the Draft Contract; or
          4. no Tender represents value for money;
       9. enter into a contract on terms different to that specified in this RFT;
       10. add a Tenderer or select and negotiate with a third party who has not submitted a Tender on such terms as the Department accepts without prior notice to any Tenderer where in the opinion of the Department:
           1. it is in the public interest to do so;
           2. no Tenderer meets a mandatory requirement;
           3. no Tenderer is fully capable of undertaking the Contract; or
           4. no Tender represents value for money;
       11. call for new Tenders;
       12. publish or disclose the names of Tenderers (whether successful or unsuccessful);
       13. allow or not allow a Related Body Corporate to take over a Tender in substitution for the original Tenderer;
       14. enter into negotiations with any Tenderer; or
       15. cancel, add to or amend the information, requirement, terms, procedures or processes set out in this RFT.
    2. To the extent permitted by law, neither the Department nor its officers, employees or advisers will be liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or on any other contractual or restitutionary ground or any rights with a similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Tenderer's participation in the RFT process, including instances where:
       1. a Tenderer is not engaged to undertake the provision of the Services;
       2. the Department decides not to enter into any resulting Contract with any Tenderer or at all;
       3. the Department exercises or fails to exercise any of its other rights under or in relation to this RFT (whether or not the Department has informed a Tenderer of its exercise of the rights);
       4. a Tender or any other material or communication relevant to this RFT is not received in time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised; or
       5. the Department makes information available or provides information to a Tenderer relating to projected future, current or historical requirements.
    3. If the Department does vary this RFT or process, the Department will endeavour to inform any prospective Tenderers who have sought, or been issued with, this RFT of that change. A notice of the issue of an addendum will be published in the same manner as the original information about this RFT, including by notification on the [AusTender website](http://www.tenders.gov.au/). Tenderers should regularly check the AusTender website for any updates or addenda to this RFT.
    4. If clause 6.1 provides that this RFT process is a 'covered procurement', the Department will issue an addendum notifying Tenderers of any suspension of the RFT process.
    5. To the extent permitted by law, the Department will not be liable or in any way responsible for any failure to inform a potential Tenderer of a change relating to this RFT or any other matter arising by the Department exercising any of its rights.
16. Coordinated Procurement
    1. The Commonwealth has agreed to establish a coordinated procurement contracting framework to deliver efficiencies and savings from goods and services in common use by non-corporate Commonwealth entities who are subject to the *Public Governance, Performance and Accountability Act 2013* (Cth) or other legislation.
    2. It is therefore possible that the Commonwealth may approve the procurement by the Department of some or all of the same goods or services as the Services under a coordinated process:
       1. before the Closing Time; or
       2. after the Closing Time but before any resultant Contract is signed with the successful Tenderer(s); or
       3. during the period of any resultant Contract entered into as a result of this RFT.
    3. If clause 49.2a applies, the Department reserves the right to discontinue this RFT process.
    4. If clause 49.2b applies, the Department reserves the right to discontinue the Tender process and not proceed to enter any contract as a result of this RFT.
    5. If clause 49.2c applies, the Department may exercise its rights under any resultant Contract to terminate for convenience, without compensation for loss of potential profits.
17. NOT USED
18. Interpretation
    1. If any part of this RFT conflicts with another part, the part higher in the following list will take precedence:
       1. Part 1 – General Matters, Part 2 – Information to be provided by Tenderers, Part 3 – Evaluation of Tenders and Part 4 – Conditions of Tendering;
       2. Part 5 – Glossary;
       3. Attachment B – Draft Contract;
       4. Attachment A – Statement of Requirement;
       5. Part 6 – Response Schedules; and
       6. any other document forming part of this RFT.
    2. In this RFT, except where the contrary intention is expressed:
       1. a reference to time, unless specified otherwise, is to the time in the Australian Capital Territory;
       2. words importing a gender include each other gender;
       3. words in the singular include the plural and vice versa;
       4. a reference to A$, $A, dollar or $ is to Australian currency;
       5. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
       6. a reference to a clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure to this RFT;
       7. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority, agency or other entity;
       8. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
       9. the meaning of general words is not limited by specific examples introduced by including, ‘for example’ or similar expressions and the word ‘include’ is not a word of limitation; and
       10. the term 'may' when used in the context of a right exercisable by the Department means that the Department may exercise that right in its sole and absolute discretion and the Department has no obligation to any Tenderer.

# Part 5 – Glossary

| **Term** | **Definition** |
| --- | --- |
| **ACT** | Australian Capital Territory |
| **AusTender** | means the Australian Government online tendering system, located on the [AusTender website](https://www.tenders.gov.au/). |
| **AusTender Terms of Use** | means the terms of use for AusTender available at <https://www.tenders.gov.au/?event=public.termsOfUse>. |
| **Black Economy Procurement Connected Policy** | means the *Black economy – increasing the integrity of government procurement*: *Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>. |
| **Commonwealth** | Commonwealth of Australia |
| **Contract** | means a contract substantially in the form of the Draft Contract provided with this RFT, to be executed by the Department and the Contractor, as amended from time to time, and includes its schedules, annexures and attachments. |
| **Closing Time** | means the closing time and date of this RFT as specified at clauses 4.1 and 9.1 of this RFT. |
| **Conditions for Participation** | means the mandatory conditions (if any) identified in clause 12 of this RFT. |
| **Confidential Information** | means information (whether or not owned by the Commonwealth) that:   * + 1. is by its nature confidential; or     2. the receiving party knows or ought to know is confidential,   but does not include information which:   * + 1. is or becomes public knowledge other than by breach of contract or any other obligation of confidentiality;     2. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or     3. has been independently developed or acquired by the receiving party. |
| **Contact Officer** | means the contact person for all matters pertaining to this RFT process, as identified at clause 5 of this RFT. |
| **Department** | means the Department of Health. |
| **Draft Contract** | means the document attached as Attachment B to this RFT being the proposed Contract to be entered into between the Department and the successful Tenderer(s). |
| **Essential Requirements** | means the mandatory conditions (if any) identified at clause 14, and which a Tenderer must comply. |
| **Evaluation Criteria** | means the criteria set out in clause 25 of this RFT that will be used to evaluate the Tenders received. |
| **High Value Contract** | means a contract where:  (a) the Services will be delivered in Australia;  (b) the value of the Services is $7.5 million (GST inclusive) or more; and  (c) more than half the value of the contract is being spent in one or more of the following industry sectors:  (i) building, construction and maintenance services;  (ii) transportation, storage and mail services;  (iii) education and training services;  (iv) industrial cleaning services;  (v) farming and fishing and forestry and wildlife contracting services;  (vi) editorial and design and graphic and fine art services;  (vii) travel and food and lodging and entertainment services;  (viii) politics and civic affairs services  (ix) financial instruments, products, contracts and agreements;  (x) mining and oil and gas services;  (xi) industrial production and manufacturing services;  (xii) environmental services;  (xiii) management and business professionals and administrative services (excluding lease and rental of property or building, land leases and residential rental);  (xiv) engineering and research and technology-based services;  (xv) financial and insurance services (excluding insurance and retirement services and retirement funds);  (xvi) healthcare services;  (xvii) personal and domestic services;  (xviii) national defence and public order and security and safety services (excluding military services and national defence and military science and research); or  (xix) organisations and clubs. |
| **Illegal Worker** | means a person who:  (a) has unlawfully entered and remains in Australia;  (b) has lawfully entered Australia, but remains in Australia after his or her visa has expired; or  (c) is working in breach of his or her visa conditions. |
| **Indigenous Enterprise** | means an organisation that is 50 per cent or more Indigenous owned that is operating a business. |
| **Indigenous Participation Plan** | means a plan detailing how the Tenderer will meet the minimum mandatory requirements for the Indigenous Procurement Policy (see template at **Part 6 Schedule 5 – Tenderer’s Indigenous Participation**). |
| **Indigenous Procurement Policy** | means the policy of that name, as amended from time to time, available on the Indigenous Procurement Website. |
| **Indigenous Procurement Website** | means the website at: <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>. |
| **Late Tender** | means any Tender not received by Closing Time. |
| **Minimum Content and Format Requirements** | means the mandatory content and format requirements identified in clause 13 of this RFT. |
| **Related Body Corporate** | has the meaning given in section 9 of the *Corporations Act 2001* (Cth). |
| **Remote Area** | means the areas identified in the map on the Indigenous Procurement Website, as updated from time to time. |
| **Reporting Entity** | has the meaning given in section 7 of the *Payment Times Reporting Act 2020* (Cth). |
| **RFT** | means this Request for Tender. |
| **Satisfactory** | means meets the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy. |
| **Schedules** | means all or any of the schedules to this RFT. |
| **Services** | means the Services described in the Statement of Requirement and clause 3 of this RFT. |
| **Statement of Requirement** | means the description of the Services as set out in Attachment A of this RFT. |
| **Statement of Tax Record** | means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at <https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR>. |
| **Subcontractors** | means an entity that the Tenderer proposes to enter into a contract with to provide goods or services to the successful Tenderer(s) in relation to the Services or in order for the Tenderer to meet obligations under the resultant Contract. |
| **Tender** | means a response submitted by a Tenderer to this RFT. |
| **Tenderer** | means an entity that submits a Tender, and includes a potential Tenderer. |
| **Tenderer Deed** | means the deed to be completed and submitted by Tenderers as part of their Tender, as set out in **Part 6 Schedule 1 – Tenderer D=declarations**. |
| **Valid** | means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy. |

# Part 6 – response schedules

See separate document titled ‘ATM Health E21-576909 – RFT Part 6 – Response Schedules’.

# attachment a – statement of requirement

See separate document titled ‘ATM Health E21-576909 – RFT Attachment A – Statement of Requirement’.

# attachment b – draft contract

See separate document titled ‘ATM Health E21-576909 – RFT Attachment B – Draft Contract’.

Tenderers should note that the Draft Contract is provided as a draft only, and the Department reserves the right to update the Draft Contract to address evolving Department requirements and any negotiations between the Department and a tenderer.