

1. **REQUEST FOR TENDER FOR THE PROVISION OF HEALTH TECHNOLOGY ASSESSMENT, RESEARCH SUPPORT AND OTHER SERVICES**
2. **Health/18-19/05003**

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

1. **Lodgement Closing Time: 31 January 2019, 14:00 (2pm) (local time in Canberra, ACT)**
2. **PLEASE NOTE:**
* **Tenders must be lodged electronically via AusTender (see clause 7)**
* **Tenders should be lodged in the format described in clause 9**.
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** **mailto:msachtatender@health.gov.au**

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# PART 1 – OVERVIEW, BACKGROUND, SERVICES SPECIFICATIONS and tender lodgement

## REQUEST FOR TENDER

1. This Request for Tender (**RFT**) comprises:
2. Part 1 – Overview, background, services specifications and tender lodgement
3. Part 2 – Information to be provided by Tenderers
4. Part 3 – Evaluation of Tenders
5. Part 4 – Conditions of Tendering
6. Part 5 – Glossary
7. Schedule 1 – Statement of Requirement
8. Schedule 2 – Tenderer Declaration
9. Schedule 3 – Tenderer Response Information
10. Schedule 4 – Statement of Non-Compliance
11. Schedule 5 – Pricing Schedule
12. Schedule 6 – Draft Contract
13. Tenderers' attention is also drawn to the:
14. Conditions for Participation set out in clause 11;
15. Minimum Content and Format Requirements set out in clause 12; and
16. Essential Requirements set out in clause 13.

## THE DEPARTMENT

2.1 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.

 The Department is seeking to use Health Technology Assessment (HTA) to support the operation of and recommendations made by, the Medical Services Advisory Committee (MSAC) and Sub-Committees, the Prostheses List Advisory Committee (PLAC), the Australian Technical Advisory Group on Immunisation (ATAGI). In addition the Department is seeking suitable organisations to support the efficacy and safety assessment of medical devices conducted by the Advisory Committee on Medical Devices (ACMD). The role of each committee is discussed below.

Medical Services Advisory Committee

MSAC provides advice to Government on whether a new medical service should be publicly funded (and if so, its circumstances). The committee’s advice is based on an assessment of comparative safety, clinical effectiveness, cost-effectiveness, and total cost, using the best available evidence. Amendments and reviews of existing services funded on the Medicare Benefits Schedule (MBS) or other programmes (for example, blood products or screening programmes) are also considered by MSAC.

Prostheses List Advisory Committee

The PLAC’s primary role is to make recommendations and provide advice to the Minister for Health. Advice from the PLAC enables the Minister to exercise his or her powers under the *Private Health Insurance Act 2007*. The PLAC also advises the department on the listing of medical devices and their benefits on the Prostheses List. Using evidence, the PLAC makes recommendations on the most clinically and cost effective devices. This ensures that privately insured Australians have access to a range of medical devices that are clinically effective and value for money.

Australian Technical Advisory Group on Immunisation

ATAGI's role is to:

* advise the Minister for Health on the medical administration of vaccines available in Australia, including those available through the National Immunisation Program (NIP)
* provide advice to research organisations on current immunisation research and areas that need more research
* advise the Pharmaceutical Benefits Advisory Committee (PBAC) on vaccine effectiveness and use in Australia
* consult with relevant organisations to produce the Australian Immunisation Handbook
* consult with relevant organisations in implementing immunisation policies, procedures and vaccine safety.

Advisory Committee on Medical Devices

The ACMD provides independent medical and scientific advice to the Minister for Health and the Therapeutic Goods Administration (TGA) on the safety, performance and manufacturing of medical devices supplied in Australia including issues relating to pre-market conformity assessment and post-market monitoring.

**Health Technology Assessment (HTA)**

HTA plays an integral role in supporting the operation of the MBS, the NIP, the Prosthesis List (PL), the ATAGI and other government programs.

HTA involves a range of processes and mechanisms that use scientific evidence to assess the quality, safety, clinical effectiveness and cost effectiveness of health services.

Each HTA body supports the Australian Government HTA framework through the following functions:

Market regulation:

Assessment of the safety and efficacy of health technologies for market regulation to ensure that therapeutic goods are safe, perform as intended and are produced using appropriate quality controls before marketing approval is granted in Australia through the Australian Register of Therapeutic Goods (ARTG); and

Public funding:

Appraisal of the comparative safety, clinical and cost effectiveness of health technologies which informs decisions about:

* Public funding of medical services (with or without a device), procedures and diagnostic technologies, and vaccines through the NIP respectively;
* Public funding of other health technologies (including blood and human tissue products) and programs;
* Reimbursement by private health insurers of medical devices and biologicals through the Prostheses List; and

The purpose of HTA is to provide policy-makers, funders, regulators, health professionals and health consumers with the necessary information to understand the benefits and comparative value of health technologies. This information is then used to inform policy, funding and clinical decisions, and assist with consumer decision-making.

## 3. Services the Department requires

3.1 The Department is seeking Tenders for the following Services:

To establish a Panel Arrangement of clinical experts and Health Technology Assessment groups to provide a range of assessments, review and research support services to the Department.

3.2 The detailed specifications and requirements for the Services are set in the Service Categories document ‘Schedule 3A – Attachment A to the RFT’:

The Department proposes to:

1. identify a panel of successful Tenderers (Panel Members) to provide the Services on a best value for money overall basis;
2. enter into a Deed of Standing Offer with each Panel Member for the provision of the Services. The Deed of Standing Offer will be in the form of the Draft Contract set out in Schedule 6; and
3. purchase the Services under Official Orders, issued under a Deed of Standing Offer with a Panel Member on an as-needs basis, in accordance with the arrangements set out in those Deeds of Standing Offer. The Department does not warrant that any particular volume of Services will be purchased from any Panel Member during the term of the Deed of Standing Offer.

## 4. RFT Timetable

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

| **Activity** | **Timing** |
| --- | --- |
| Release of RFT  | 7 December 2018 |
| Enquiry Cut-Off DateNote: the Department will release a presentation through AusTender within the first 2 weeks of the RFT being released. | Questions will be permitted until 17:00 (5pm) 25 January 2019 |
| **Closing Time** | 31 January 201914:00 (2pm) ACT local time |
| Negotiation with preferred Tenderer(s) | Estimate March 2019 |
| Execution of Contract with successful Tenderer | Estimate March 2019 |
| Notification of unsuccessful Tenderers | Estimate March 2019 |
| Commencement of Services | Estimate April 2019 |

## 5. ENQUIRIES ABOUT THIS RFT

1. Enquiries about this RFT must be made by email addressed to:

|  |  |
| --- | --- |
| Name: | The Tender Officer |
| Title: | Tender Officer |
| Email: | msachtatender@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:
2. questions and related answers may be disclosed to all prospective Tenderers via AusTender (without disclosing the source of the questions); and
3. 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.
4. 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. A Tenderer who communicates other than to the Contact Officer may be excluded from participating further in this RFT process.

## 6. AusTender, the Australian Government Tender System

6.1 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 must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on the [AusTender website](https://www.tenders.gov.au/?event=public.termsOfUse)

* 1. 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

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

## 7. 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.

## 8. Tender Closing Time and Date

1. Tenders must be lodged before ***14:00pm*** local time in the ACT on
 **31 January 2019**, (the **Closing Time**).

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.

## 9. Preparing to Lodge a Tender

Tender File Formats, Naming Conventions and Sizes

1. The Department will accept Tenders lodged in Microsoft Word v 2003 (or above), Microsoft Excel v 2003 (or above) or PDF format 2003 (or above).
2. The Tender file name/s should:
3. incorporate the Tenderer’s company name; and
4. reflect the various parts of the bid they represent, where the Tender comprises multiple files.
5. Tender response files should not exceed a combined file size of 5 megabytes per upload.
6. Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

## 10. 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.

**10A. Panel Refresh**

10A.1 The Department may, at its absolute discretion, review the panel arrangement on an annual basis to ensure that:

a. the scope of Services provided under the Deed of Standing Offer continues to be relevant to meet the Department’s business needs;

b. the Panel Members provide sufficient coverage of Services to meet the Department’s business needs; or

c. the Panel Members have the capacity to provide the volume and quality of Services required to meet the Department’s business requirements.

10A.2 Should the Department deem that a panel refresh is required, the Department will undertake an additional approach to the market, via AusTender, to identify:

a. additional suppliers capable of providing existing Services if and when the Department has determined that the Panel Members no longer have sufficient capacity to meet the Department’s operational requirements; or

b. Panel Members and suppliers capable of providing new services or additional services (or both) which may be required but were initially not included in the original scope of services.

10A.3 Panel Members may elect to submit tender bids for any additional services which have been added to the scope of the Services. These will be evaluated in accordance with the evaluation criteria for the refresh panel.

10A.4 The review will also allow for the Deed of Standing Offer to be amended to incorporate any legislative and regulatory changes or other changes as applicable.

# PART 2 – INFORMATION TO BE PROVIDED BY TENDERERS

## Conditions for Participation

1. Subject to clause 12.2, 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 paid the claim. |
| 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). |

## Minimum Content and Format Requirements

1. Subject to clause 12.2, 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 Declaration in the form at Schedule 2.  |
| 3 | Tenderers must substantially complete and submit the Pricing Schedule in Schedule 5 in accordance with the instructions provided in Schedule 5.  |
| 4 | The Responses file name/s should: 1. Incorporate the Potential Suppliers full legal organisation name; and
2. Reflect the various parts of the bid they represent (where the Response comprises multiple files*).*
 |

1. Without limiting the Department's other rights in this RFT, the Department may, in its sole and absolute discretion, 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.
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.

## 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 | The Tenderer must offer to provide Services that match at least one of the requirements under Annex A, Annex B, Annex C or Annex D as described in this RFT. |

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).

## Format of tenders

1. Tenders should be completed in accordance with Schedule 3, noting the following:
2. all applicable information should be provided in response to the information requirements set out in Schedule 3;
3. 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
4. Tenderers may include additional or support 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.
5. Tenderers who wish to:
6. negotiate any of the provisions of the Draft Contract; or
7. claim confidentiality in relation to any aspects of their Tender,
8. should complete Schedule 4.

## Pricing

Refer to the Service Categories document ‘Schedule 3A – Attachment A to the RFT’:

1. Service Category 1, Health Technology Assessment (HTA) Services will be on a fixed fee basis. The Department has set a maximum price (exclusive of GST) for these services including fees, allowance and costs.

 (a) ANNEX A, Service Category 1 (HTA) and Rate Card.

1. Service Category 2, Research and Support Ad Hoc Services will be on a Time and Material basis. The Service Provider will provide daily and hourly fix pricing (exclusive of GST) for these services including fees, allowance and costs.

 (a) ANNEX B, Service Category 2 (Research Support and Other Services) and Rate Card.

1. Where the Department has included in the Services Categories in Schedule 3A – Attachment A – Annex A’, a ‘Request for Quotation as Required’ for services, the tenderer will not be required to provide their pricing. Specifically, this relates to the following Service Categories:

(a) ANNEX C, Service Category 3 (National Immunisation Program (NIP) Vaccines Evaluations); and

(b) ANNEX D, Service Category 4 (Medical Devices, Therapeutic Goods Administration).

1. Where the Department has requested pricing Tenderers should provide full details of their proposed price structure in Schedule 5. 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 (exclusive of GST).

## 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 the 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. Successful Tenderers should note that if during the term of the 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 as part of the Tenderer Declaration at Schedule 2 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 a contract (if successful).

## Illegal Workers

1. It is Commonwealth policy not to contract with providers engaging Illegal Workers.
2. The Tenderer's Declaration in Schedule 2 contains a statement from the Tenderer confirming that it meets this obligation.

## INDIGENOUS PROCUREMENT POLICY

1. Tenderers should note that the Indigenous Procurement Policy applies to this procurement. More information on the Indigenous Procurement Policy can be found at the [Indigenous Procurement Policy website](http://www.dpmc.gov.au/indigenous-affairs/about/jobs-land-and-economy-programme/ipp).
2. In particular, Tenderer’s should note the purpose of the Indigenous Procurement Policy is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).
3. In its Tender, the Tenderer is requested to detail how it will increase its:

	1. purchasing from Indigenous enterprises (being an organisation that is 50 per cent or more Indigenous owned that is operating a business); and
	2. employment of Indigenous Australians,

in the delivery of any resultant [Contract or Deed of Standing Offer].

1. Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor, and/or use of Indigenous suppliers in the Tenderer’s supply chain.

# part 3 - Evaluation of Tenders

## Evaluation criteria

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

**Technical Evaluation Criteria**

| No. | Evaluation Criteria | **Weighting/Descriptor\*** |
| --- | --- | --- |
| 1 | **Capability:** |  |
|  | SolutionThe extent to which the Tenderer’s proposed service delivery methodology / solution meets the Requirements of the Statement of Requirement. | 40% |
|  | CollaborationThe extent to which the Tenderer can demonstrate collaborative, cooperative and proactive working relationships with a broad range of stakeholders to deliver high quality services that meet the Statement of Requirement. For example, the Department, other government agencies, subcontractors, consortium members and other service providers. | 10% |
|  | Flexibility and ImprovementThe extent to which the Tenderer can demonstrate:* An ability to provide services in a flexible and adaptable way so as to accommodate changing Commonwealth policy;
* An understanding of the needs of the Department; and
* An ability to continuously improve its provision of services over time.
 | 10% |
|  | PerformanceThe extent to which the Tenderer understands and is able to meet the reporting and quality management requirements of the Statement of Requirement, including in relation to:* The Tenderer is able to demonstrate it can provide appropriate incident management and reporting and respond to emergency requests from the Department; and
* The extent to which the Tenderer can meet the specified performance standards or has proposed appropriate and achievable performance measures.
 | 10% |
| 2 | **Capacity:** |  |
|  | **Organisation**The extent to which the Tenderer has the organisational capacity, including suitable resourcing and governance arrangements, to meet the Requirements and provide the outcomes described in the Statement of Requirement.**Personnel**The extent to which the Tenderer has sufficient Personnel with the experience, ability, skills and qualifications to perform the Requirements of the Statement of Requirement within required timeframes.**Experience:**The extent to which the Tenderer has demonstrated experience and quality of performance in providing goods/services the same as, or similar to, the Requirement to other organisations |   30% |

1. The Department may:
2. consider any part of a Tender in the evaluation of any or all of the Evaluation Criteria; and
3. make independent inquiries in relation to a Tenderer.

## 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 reserves the right to reject a Tender, at its absolute discretion, if:
2. the Tender is incomplete;
3. prices are not clearly and legibly stated;
4. the Tenderer or Tender does not comply with this RFT;
5. the Tenderer is not fully capable of undertaking a contract in the form of the Draft Contract;
6. the Tender is clearly uncompetitive when compared with the other tenders received;
7. the Tender is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria;
8. the Tender contains statements that qualify or are contrary to the Tenderer Declaration at Schedule 2 to this RFT:
9. in the Department's opinion the Tender contains a false declaration;
10. the Tender contains false or misleading information or statements;
11. the Tenderer, or a director or officer of the Tenderer, is insolvent or bankrupt;
12. 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
13. there has been a significant deficiency in the performance of a substantive requirement or obligation under a prior agreement.

## 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. ask Tenderers to provide written clarification of various aspects of their Tenders;
	3. ask Tenderers to provide further information to confirm their financial viability and commercial stability;
	4. have discussions or interviews with Tenderers in order to seek further clarification of their Tenders;
	5. visit Tenderers' sites; and
	6. 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 21.2 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 21 will be borne by the Tenderer.

Clarification
5. Where the meaning of a Tender is unclear or there is an apparent error of form, the Department may seek clarification from the Tenderer.
6. 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.

## 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, in its sole and absolute discretion, 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 Schedule 5;
	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 agreement; and
	10. whole of life costs and benefits.

## Negotiations

1. Negotiations may be undertaken with one or more Tenderers in the sole and absolute discretion of the Department.
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, in its sole and absolute discretion, reserves the right to:

	1. disqualify that Tenderer's Tender;
	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.

## Debriefing

1. After the Department has finalised a contract with the successful Tenderer, 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.

## Complaints Procedure

1. Any complaints about this RFT process should be made in writing and sent to the Contact Officer’s email address as specified in clause 5.
2. If a complaint is not resolved, complaints may be directed via email to the Department’s Complaints Office identified below:

|  |
| --- |
| Procurement Advice ServicesFinancial Business Support BranchDepartment of Healthprocurement.advice@health.gov.au |

# PART 4 - Conditions of Tendering

## Ownership and use of Tender Documents

1. Without affecting any intellectual property that may exist in a Tender, all Tender documents (including paper and electronic copies) become the property of the Department on submission.
2. 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. evaluating and clarifying Tenders;
	2. negotiation of the Contract with the Tenderer or any other Tenderer;
	3. managing any resultant agreement with the Tenderer or any other Tenderer;
	4. audit, governmental and Parliamentary reporting requirements; and
	5. responding to any disputes about this RFT process or requests from Parliament or a Parliamentary Committee.
3. The Department may make copies of the Tender as necessary for its purposes.

## 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 Contract with the Department.
3. Such intellectual property rights as may exist in a Tender will remain the property of the Tenderer.

## 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.

## 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 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 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.

## 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.

## 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), Tenderers who are selected as a result of this RFT process are 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.

## CONFIDENTIALITY

1. The Department will, subject to this RFT, endeavour to treat the following information as confidential:
	1. all Tenders received prior to the award of a contract;
	2. all unsuccessful Tenders, following the award of a contract;
	3. all successful Tenders, following the award of a contract but only to the extent that:
		1. the successful Tenderer requests that specific information in that 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](http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html)from the Department of Finance and has agreed, pursuant to the 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 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
	8. 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).

## 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.

## 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 35.1a, 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 35.1b or 35.1c, or the Commonwealth does not allow substitution, or substitution is not requested, under clause 35.1a, 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.

## Conflict of interest

1. If at any time prior to entering into a 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.
2. If any actual or potential conflict is notified, or the Department becomes aware of any actual or potential conflict, the Department may, in its absolute discretion:

	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.

## 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. 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.
2. The Department may exclude a Tender from consideration if the Tenderer fails to comply with the requirements set out in this clause 37.

## Cost of preparing and submitting Tender

1. 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.

## 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; and
	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.
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.

## 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 legal relationship (express or implied) between the Commonwealth and any Tenderer.

## Acceptance

1. Acceptance 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 Schedule 6.
2. Neither the lowest priced Tender, nor any Tender, will necessarily be accepted by the Department.

## 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. terminate the RFT process where it is, in the opinion of the Department, in the public interest to do so;
	4. remove 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 mandatory requirement;
		3. the Tenderer is not fully capable of undertaking the Contract;
		4. this RFT otherwise allows for the exclusion of the Tenderer; or
	5. the Tender does not represent value for money;
	enter into a contract or other binding relationship outside the RFT process with a person on such terms as the Department in its absolute discretion accepts without prior notice to any Tenderer where in the opinion of the Department:
	it is in the public interest to do so;
		1. no Tenderer meets a mandatory requirement;
		2. no Tenderer is fully capable of undertaking the Contract; or
	6. no Tender represents value for money;
	enter into a contract on terms different to that specified in this RFT;
	7. add a Tenderer or select and negotiate with a third party who has not submitted a Tender on such terms as the Department in its absolute discretion 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;
	8. call for new Tenders;
	9. publish or disclose the names of Tenderers (whether successful or unsuccessful);
	10. allow or not allow a related body corporate within the meaning of the *Corporations Act 2001* (Cth) to take over a Tender in substitution for the original Tenderer;
	11. enter into negotiations with any Tenderer; or
	12. cancel, add to or amend the information, requirement, terms, procedures or processes set out in this RFT.
2. 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/).
3. 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.

## 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 that 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 an agreement is signed with the successful Tenderer(s); or
	3. during the period of any Contract entered into as a result of this RFT.
3. If clause 43.2a applies, the Department reserves the right to discontinue this RFT process.
4. If clause 43.2b 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 43.2c applies, the Department may terminate the Contract for convenience, without compensation for loss of potential profits.

## cooperative procurement (piggybacking)

NOT USED

# 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/) |
| **Commonwealth** | Commonwealth of Australia |
| **Closing Time** | means the closing time and date of this RFT as specified at clause 8.1 of this RFT |
| **Conditions for Participation** | means the mandatory conditions (if any) identified in clause 11 of this RFT  |
| **Confidential Information** | means information (whether or not owned by the Commonwealth) that:is by its nature confidential; orthe receiving party knows or ought to know is confidential,but does not include information which:is or becomes public knowledge other than by breach of the Contract;is in the possession of a party without restriction in relation to disclosure before the date of receipt; orhas 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 Schedule 6 to this RFT being the proposed ***Deed of Standing Offer*** to be entered into between the Department and the successful Tenderer(s) |
| **Essential Requirements**  | means the mandatory conditions (if any) identified at clause 13, and which a Tenderer must comply  |
| **Evaluation Criteria** | means the criteria set out in clause 19 of this RFT that will be used to evaluate the Tenders received. |
| **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. |
| **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 12 of this RFT |
| **RFT** | means this Request for Tender |
| **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 Schedule 1 of this RFT |
| **Subcontractors** | means an entity that contracts to provide goods or services to the successful Tenderer(s) 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. |

# SCHEDULES

## Schedule 1 - Statement of Requirement

**Background**

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.

The Department is seeking to use Health Technology Assessment (HTA) to support the operation of and recommendations made by, the Medical Services Advisory Committee (MSAC) and Sub-Committees, the Prostheses List Advisory Committee (PLAC), the Australian Technical Advisory Group on Immunisation (ATAGI). In addition the Department is seeking suitable organisations to support the efficacy and safety assessment of medical devices conducted by the Advisory Committee on Medical Devices (ACMD). The role of each committee is discussed below.

**Description of Services**

**Health Technology Assessment, Research Support and Other Services**

The services required to support the Medical Services Advisory Committee (MSAC) are set out in Schedule 1 to the RFT Attachment A (Annex A). In summary, they are:

* Development of a Population, Intervention, Comparators and Outcome (PICO) confirmation document to describe the medical service proposed by the applicant and its likely use in the management of the condition.
* Development of a Department Contracted Assessment Report (DCAR) aligned with the ratified PICO, including evidence to address the question(s) for public funding as outlined in the ratified PICO or a resubmission of a DCAR where the committee has requested the application be resubmitted for further consideration.
* A commentary (akin to a peer review) of a PICO or Department Contracted Assessment Report (DCAR) or Applicant Developed Assessment Report (ADAR) to ensure that the analysis undertaken by the applicant is robust and identifies any concerns or issues requiring clarification that will assist assessment by the committee.
* reviews of items listed on the Medicare Benefits Schedule (MBS), including but not limited to Systemic Literature Reviews; Economic modelling for MBS Review Concordance with Clinical Practice Guidelines; and MBS Data Analysis.

ANNEX A, Service Category 1 (HTA) and Rate Card;

To assist the Department in undertaking its role in supporting the Medical Services Advisory Committee, the Advisory Committee on Medical Devices, the Prostheses Listing Advisory Committee and the Australian Technical Advisory Group on Immunisation, the Department may require other related health technology assessment services such as training, workshops or medical/technical writing as set out below:

ANNEX B, Service Category 2 (Research Support and other Services) and Rate Card;

**Immunisation: Vaccine Evaluations (Services to Commence 1 July 2019)**

Overview of Services, detailed description in the following Service Categories document ‘Schedule 3A – Attachment A’’:

ANNEX C, Service Category 3 (Immunisation Vaccine Evaluation) and Rate Card

The National Immunisation Program (NIP) provides free vaccines to eligible people to help reduce diseases that can be prevented by vaccination. The NIP currently provides free vaccines against 17 vaccine preventable diseases.

In order for a vaccine to be listed on the NIP, it must be registered with the Therapeutic Goods Administration (TGA) and receive a positive recommendation from the Pharmaceutical Benefits Advisory Committee (PBAC).

All vaccine submissions to the PBAC must be accompanied by clinical advice from the Australian Technical Advisory Group on Immunisation (ATAGI). This is commonly referred to as ATAGI pre-submission advice.

**Medical Device – Therapeutic Goods**

Overview of Services, detailed description in the following Service Categories document Schedule 3A – Attachment A’’:

ANNEX D, Service Category 4 (Medical Devices Therapeutic Goods) and Rate Card

The TGA safeguards and enhances the health of the Australian community through effective and timely regulation of therapeutic goods. It regulates and monitors medical devices approved for supply in Australia, and works to ensure Australian and international therapeutic goods manufacturers meet specified standards. Regulatory activities are undertaken through: pre-market assessment, post-market monitoring and enforcement of standards, licensing of Australian manufacturers and verifying overseas manufacturers' compliance with the same standards as their Australian counterparts.

For the regulation of medical devices TGA evaluates medical devices, including in vitro diagnostic tests, and monitors them throughout their lifecycle to ensure they continue to meet an appropriate level of quality, safety and performance.

**Expected deliverables/outcomes**

Timeframes for the delivery of each of the Services being provided are at the following, Service Categories document ‘Schedule 3A – Attachment A’’:

1. ANNEX A, Service Category 1 (HTA) and Rate Card;
2. ANNEX B, Service Category 2 (Research Support and Other Services) and Rate Card;
3. ANNEX C, Service Category 3 (Immunisation Vaccine Evaluation) and Rate Card; and
4. ANNEX D, Service Category 4 (Therapeutic Goods Medical Devices) and Rate Card

Services provided for Health Technology Assessment, Immunisation and Therapeutic Goods will each have their own timeframes for deliverables Service Categories document ‘Schedule 3A – Attachment A’:

1. ANNEX A, Service Category 1 (HTA) and Rate Card;
2. ANNEX B, Service Category 2 (Research Support and Other Services) and Rate Card;
3. ANNEX C, Service Category 3 (Immunisation Vaccine Evaluation) and Rate Card; and
4. ANNEX D, Service Category 4 (Therapeutic Goods Medical Devices) and Rate Card

Services provided for Health Technology Assessment, Immunisation and Therapeutic Goods will each have their own timeframes for deliverables.

**Reporting requirements**

All reports must follow the ‘*Style manual for authors, editors and printers’* (6th edition), John Wiley & Sons Australia Limited.

The Supplier must ensure that any website, associated material and/or online publications (where applicable) comply with the Web Content Accessibility Guidelines available at: <https://www.dto.gov.au/standard> as well as the Commonwealth’s Style Manual Guidelines 2.0 [http:/webguide.gov.au/accessibility-usability/accessibility](#_Schedule_1_-)

All reports deliverables must be provided in web accessible electronic form as nominated by the Department – currently Microsoft Office Word 2010 (or later version) using.docx format.

All reports must be provided in a web accessible format and be complaint with the Australian Government’s Web Content Accessibility Guidelines 2.0 and 2.1 Standard. Further information can be found on the Australian Government Accessibility website [https://www.australia.gov.au/accessibility](#_Schedule_1_-)

Additional reporting requirements are detailed in the following Service Categories document ‘Schedule 3A, Attachment A to the RFT’:

1. ANNEX A, Service Category 1 (HTA) and Rate Card;
2. ANNEX B, Service Category 2 (Research Support and Other Services) and Rate Card;
3. ANNEX C, Service Category 3 (Immunisation) and Rate Card
4. ANNEX D, Service Category 4 (Therapeutic Goods) and Rate Card

**Term of the Contract including any options to extend**

The initial term of the Deed of Standing Offer will be three (3) years with extension options to a further two (2) years. The Department has an option to extend the term at its discretion.

**Specific insurance requirements particular to the procurement**

The Service Provider has taken out or will be required to take out, and must maintain for a period of seven (7) years during the Term and a policy in like terms after the expiry or early termination of the Contract.

1. Public liability insurance for an amount of not less than $20 million on a per claim basis.
2. Professional indemnity insurance for an amount of not less than $10 million on a per claim basis.
3. Workers’ compensation insurance for an amount required by Australian Capital Territory legislation.

If the Contractor takes out a ‘claims made policy’, this requires all claims and any fact, situation or circumstance that might result in a claim to be notified within the period of insurance.

The Contractor must, on request promptly provide to the Customer a current insurance certificate for inspection.

**Facilities, materials and other assistance the Department will provide (if any)**

The Department will provide all the necessary material to the Supplier, including but not limited to completed application forms with attachments, relevant emails and any other information necessary to be able to assess, critique or comment on an application.

**Standards**

All requirements relating to Australian or International Standards are set out in the following Service Categories document ‘Attachment A of Schedule 1 to the RFT’ (where applicable).

**Standards to be used to measure performance**

Performance Management Framework (Attachment B of Schedule 1 to the RFT)

The successful Tenderer will be required to undertake a self-assessment of their performance in respect of the Services provided under an Official Order, if specified in the Official Order. The successful Tenderer is required to use the self-assessment tool provided in Attachment B of Schedule 1 to the RFT and will provide a copy of the completed self‑assessment to the Department.

##

## Schedule 2 – Tenderer Declarations

The Tenderer must complete, sign and scan the declaration set out below and submit the declaration as part of its Tender.

**DECLARATION BY TENDERER**

I, ……………………………………………………………………………………….., make the following declaration on behalf of

……………………………………………………………………………………………………………………………….(the Tenderer):
I am duly authorised by the Tenderer to make this declaration.

I am duly authorised to sign Tenders for and on behalf of the Tenderer.

I make this declaration on behalf of the Tenderer and on behalf of myself.

**Definitions**

In this declaration terms have the same meaning as in Request for Tender for the provision of Health Technology Assessment Research Support Services Health/18-19/050003 (RFT).

**Offer and Change of Circumstance**

The Tenderer offers to supply the Services described in this RFT on the conditions set out in this RFT for the price tendered. The Tenderer undertakes not to withdraw, vary or otherwise compromise this offer for a period of no less than ***twelve*** months from the Closing Time.

The Tenderer undertakes to promptly notify the Department of any change, after submission of its Tender, to the basis upon which it will have access to the necessary skills or resources, or corporate or financial backing, to supply the Services.

**Tenderer’s Conduct**

The Tenderer declares that this Tender:

* does not contain any false or misleading claim or statement;
* has been compiled without the Tenderer:
* engaging in any collusive bidding, anti-competitive or other unethical, improper or unlawful conduct;
* violating any applicable laws or Commonwealth policies regarding the offering of inducements;
* communicating with or soliciting information from any Department employee (or contractor) or ex-employee (or ex-contractor) other than the Contact Officer;
* obtaining improper assistance from any Commonwealth employee or using information obtained unlawfully or in breach of an obligation of confidentiality to the Commonwealth;
* contravening clause 37 of this RFT; or
* otherwise acting in an unethical or improper manner or contrary to any law.

The Tenderer warrants that it has not attempted and will not attempt, through its officers, employees or agents, to influence improperly any officer or employee of the Department in connection with the assessment of the Tender.

The Tenderer warrants that it has complied with all relevant laws and with Commonwealth policy, in preparing and lodging its Tender and in taking part in this RFT process.

**Conflict of Interest**

[Note to Tenderers: Strike through whichever option does not apply.]

The Tenderer represents and declares that, having made all reasonable enquiries, it does not have any known actual or potential conflicts of interest concerning itself or a related entity in respect of this RFT, its Tender or the provision of the Services referred to in the Statement of Requirement other than those specified below.

OR

The Tenderer

* represents that, having made all reasonable enquiries, the following represents its only known actual or potential conflicts of interest in respect of this RFT, its Tender or the provision of the Services referred to in the Statement of Requirement:

[Insert details]

* advises that it proposes to manage the disclosed conflict of interest in the following ways:

[insert details]

**Further representations**

The Tenderer makes the following further representations to the Department:

* it is authorised to sell and/or support all products required in the performance of the Services relating to this Tender;
* it has examined the AusTender Terms of Use which are obtainable on the [AusTender website](http://www.Tenders.gov.au);
* it has examined this RFT, all documents referred to in this RFT and all other information made available to it and all applicable legislation and policies;
* it has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
* it has satisfied itself as to the correctness and sufficiency of its Tender;
* it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of the Department, except as expressly provided in this RFT or in notices received by it; and
* it has accepted and has fully complied with the provisions of this RFT.

**Acknowledgements**

The Tenderer acknowledges that:

* the Department may exercise any of its rights set out in this RFT, at any time;
* the statements, opinions, projections, forecasts or other information contained in this RFT may change;
* this RFT is a summary only of the Department’s requirements and is not intended to be a comprehensive description of it;
* neither the lodgement of the Tender nor the acceptance of any Tender nor any agreement made subsequent to this RFT will imply any representation from or on behalf of the Department that there has been no material change since the date of this RFT or since the date as at which any information contained in this RFT is stated to be applicable;
* except as required by law and only to the extent so required, neither the Department, nor its respective officers, employees, advisers or agents will in any way be liable to any person or body for any loss, damage, cost or expense of any nature arising in any way out of or in connection with any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from this RFT; and
* the Department will have received this Tender in reliance on this Declaration and that the Department may suffer loss if any of the representations, undertakings, consents or other statements in this Declaration or the Tenderer’s Tender are misleading or deceptive.

**Corporate capacity**

The Tenderer confirms that:

* it has the capacity to respond to this RFT;
* there are no restrictions under any relevant law to prevent it from so responding;
* it is financially viable; and
* the Tenderer:
* being a corporation – is not under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) and has not had an order made against it for the purpose of placing it under external administration; or
* being an individual – is not bankrupt and has not entered into a scheme of arrangement with creditors.

**Security, probity and financial checks**

The Tenderer:

* consents to the Department performing (and will procure all necessary consents to enable the Department to perform) such security, probity and financial investigations and procedures as the Department may determine are necessary in relation to the Tenderer, any consortium member, their employees, officers, partners, associates, subcontractors or related entities; and
* agrees to provide at its cost, all reasonable assistance to the Department and its nominees in this regard.

***Workplace Gender Equality Act 2012* (Cth)**

Under Australian Government procurement the Tenderer is obliged to indicate whether or not it is covered by the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act). The Tenderer is covered by the WGE Act if it is a ‘relevant employer’, defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For more information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

[Note to Tenderers: Check the relevant box below. If you check box (a), please ensure your letter of compliance is attached to this declaration.]

[ ]  (a) Yes, the Tenderer is a relevant employer. The Tenderer has attached a current letter of compliance as part of this Tender which indicates my compliance with the *Workplace Gender Equality Act 2012* (Cth).

[ ]  (b) Yes, the Tenderer is a relevant employer. The Tenderer will be providing a current letter of compliance prior to contract.

[ ]  (c) No, the Tenderer is not a relevant employer.

**Terrorism**

The Tenderer declares neither it, nor any of its personnel or proposed Subcontractors or agents, are listed as terrorists under section 15 of the *Charter of the United Nations Act* 1945 (Cth).

*Note: The list is available from the* [*Department of Foreign Affairs website*](http://www.dfat.gov.au/issues/terrorism.html)*.*

**Trade sanctions**

The Tenderer declares neither it, nor any Subcontractor proposed in its Tender are named in the consolidated list referred to in Regulation 40 the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth).

*Note: The list is available from the* [*Department of Foreign Affairs website*](http://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx)*.*

**Employee entitlements**

The Tenderer represents that, having made all reasonable enquiries, there are currently no unsettled judicial decisions against the Tenderer in respect of unpaid employee entitlements (not including decisions under appeal).

**Illegal Workers**

The Tenderer declares that is does not engage Illegal Workers.

*Note: see definition of "Illegal Workers" in the Glossary in Part 5 of this RFT.*

**Signature of person making the declaration**

**Printed Name and Position of Signatory:**

**Signature of Witness:**

**Printed full name and address of person before whom the declaration is made

Date**

## Schedule 3 – Tenderer Response Information

**Tenderer Information and Corporate Profile**

The Tenderer should complete all details in the following table:

| Tenderer details |
| --- |
| Business or Trading Name |  |
| Full Legal Name of Tenderer |  |
| Entity type (e.g. company, sole trader, incorporated association, statutory authority, partnership, trustee on behalf of a trust or other (as specified)) |  |
| ABN (if applicable) |  |
| Is the Tenderer registered for GST? | Yes | [ ]  | No | [ ]  |
| ACN (if applicable) |  |
| Details of principal place of business / head office  | [*Please include street address, telephone, fax*] |
| Date and place of incorporation or registration of business (if applicable) |  |

| Nominated Contact details |
| --- |
| Surname |  |
| First name |  |
| Position |  |
| Telephone number |  |
| Facsimile number |  |
| Mobile phone number |  |
| Email address |  |
| Postal address |  |

| Insurance details |
| --- |
| ***Public liability insurance***Name of insurer |  |
| Policy number |  |
| Expiry date |  |
| Amount of current cover |  |
| ***Professional indemnity insurance (if applicable)***Name of insurer |  |
| Policy number |  |
| Expiry date |  |
| Amount of current cover |  |
| ***Workers' compensation insurance***Name of insurer |  |
| Policy number |  |
| Expiry date |  |

**Subcontractors**

Tenderers should complete the following table for each nominated Subcontractor (if any).

Tenderers should note that under paragraph 7.19(b) of the *Commonwealth Procurement Rules* the names of Subcontractors may be publicly disclosed and that it is the responsibility of Tenderers to secure Subcontractors’ agreement to this.

| Subcontractor 1 |
| --- |
| Business or Trading Name |  |
| Full Legal Name of legal entity |  |
| Entity type (e.g. company, sole trader, other (as specified)) |  |
| ABN |  |
| ACN (if applicable) |  |
| Details of principal place of business / head office  | [Note to Tenderers: Please include street address, telephone, and fax.] |
| Details of the part(s) of the Services which are proposed to be delivered by the Subcontractor |  |

**Tenderer Financial Viability**

The Tenderer should provide a summary of their financial viability.

This may include data from or for a financial analysis of its operations including profitability, liquidity, insolvency, bankruptcy actions, working capital management efficiency, financial structure, debt coverage and return on investment.

The Department may also request further information and undertake its own independent enquiries and assessment in relation to the Tenderer’s financial viability.

**Actions or Investigations**

The Tenderer should provide particulars of any petition, claim, action, judgement or decision that is likely to adversely affect its capacity to provide the Services.

Tenderers should provide details of whether or not they are aware that they are under investigation, or the subject of court proceedings, in relation to a possible or actual breach of any relevant legislation, and if applicable, provide details of the same.

**Service Delivery and Management**

Tenderers should provide the following information:

* details of how they intend to undertake the Services – including reference to the procedures, staffing, equipment and facilities, if applicable, to be utilised in the delivery of the Services;
* how the Services will be managed and controlled by the Tenderer;
* details of how the performance standards for the Services will be maintained, monitored and reported to the Department;
* how the Tenderer will respond to requests from the Department for performance related information; and
* whether the Tenderer can meet all of the Service requirements as set out in the Statement of Requirement.

**Referees**

Tenderers should provide details of at least two referees which can be contacted regarding work undertaken by the proposed personnel. References will be evaluated based on relevance of work completed as well as comments from the referee contacts.

A Tenderer may provide contacts within the Department as referees. However, where a Department contact is involved in evaluating Tenders or advising the Tender evaluation team they will be unable to provide a reference, in which case the Department may ask the Tenderer to provide details of an alternate referee.

Without limiting paragraph 11.2, the Department reserves the right to contact persons other than those provided as referees by Tenderers.

**Indigenous Procurement Policy**

Tenderers should set out their proposed approach to:

* purchasing from Indigenous enterprises (being an organisation that is 50 per cent or more indigenous owned that is operating a business); and
* the employment of Indigenous Australians.
* in the delivery of any resultant ***Deed of Standing Offer***.

[Note to Tenderers: [Supply Nation](http://www.supplynation.org.au/) maintains a list of enterprises that meet the definition of “Indigenous enterprises”. If an enterprise is not listed with Supply Nation refer to section 1.8.1 of the Indigenous Procurement Policy for ways of ensuring an enterprise is an Indigenous enterprise.]

**Australian Standards**

Where the Statement of Requirement specifies that an Australian standard is applicable to the Services being procured, Tenderers should demonstrate the capability to meet the Australian standard.

Paragraph 10.10 of the CPRs specifies that *“where an Australian standard is applicable for goods or services being procured, tender responses must demonstrate the capability to meet the Australian standard and contracts must contain evidence of the applicable standards”.*

Tenderers should answer the questions below to enable the Department to consider the economic benefit of the procurement to the Australian economy.

**A. TENDERER PROFILE**

|  |  |
| --- | --- |
| **Does the Tenderer have an Australian Business Number (ABN)** | Y/N |
| **Is the Tenderer incorporated in Australia?** If No, is the Tenderer a foreign company registered in Australia | Y/NY/N |
| **How many current (full time equivalent) employees of your organisation are based in Australia?** |  |

|  |
| --- |
| **Describe any strategies you consider relevant to your proposed supply’s economic benefit to the Australian economy** |
| [max 300 words] *Examples of information potential suppliers might include, but are not limited to:** *Lowest price, saving the tax payer;*
* *Building, leasing or procuring infrastructure that supports Australian communities;*
* *Providing skills and training that benefits Australian communities;*
* *Employing workers in Australia;*
* *Paying taxes in Australia;*
* *The environmental benefit of the proposed solution to Australia, for example, low environmental impact through energy efficient inputs such as computers, air conditioning, telephones and paper;*
* *Contributing to positive social outcomes in Australian communities;*
* *Using of indigenous business;*
* *Using SMEs in delivering goods and services, such as a subcontractor or supplier;*
* *Sharing knowledge, skills and technology with SMEs; and*
* *Using goods and services from a business that provides services of persons with a disability*
 |

**Capability**

Tenderers should set out their organisational capabilities to deliver the Services against the Service Categories set out in Schedule 1 to the RFT Attachment A, with reference to methodology, procedures and expertise.

**Capacity**

Tenderers should set out their organisational capacity to deliver the Services by providing details of the strategies for resourcing, in terms of staff, equipment and facilities, including the resources to be allocated for the delivery of the Services.

**Past Performance**

To assess the Tenderer's capability to deliver the Services, Tenderers should provide details of similar services provided within the last three years (if any). In addressing this requirement, Tenderers should include:

* the organisation(s) for whom the services were undertaken, including contact details;
* the nature of the project and the outcome achieved by the Tenderer;
* the period over which the work was undertaken; and
* the value of the work undertaken.

**Risk management**

Tenderers should set out in their Tender response:

* the key issues and risks they consider are relevant to the provision of the Services;
* the Tenderer's suggested approach to the issue and risk;
* the Tenderer's and Department's roles in the suggested approach; and
* the Tenderer's risk management systems currently in place or proposed.

**Personnel**

The Tenderer should, in the table below, provide details of the personnel who will be used for the supply of the Services.

**Performance Quality**

The tenderer should set out in their Tender response:

* evidence of positive collaborations with a broad range of stakeholders that illustrates the organisation’s approach, including willingness to work to resolve problems;
* details of quality assurance, performance management and continuous improvement activities used to ensure high quality outputs;
* how the tenderer will respond to requests from the department for performance related information

## Schedule 4 – Statement of Non-Compliance

**Statement of Non-Compliance**

Where the Tenderer wishes to negotiate any provisions of the Draft Contract (Schedule 6), it should include in its response below details of:

* the provision that it wishes to negotiate;
* the alternative words that it proposes; and
* any increase in its Tender price if the Department does not agree to the amendment.

The Department will consider any non-compliances or partial compliances in its evaluation of other risks.

If Tenderers do not submit a response to this Schedule they will be evaluated on the basis that they agree with all the provisions of the Draft Contract.

The Department does not intend to permit a Tenderer to re-open any provision of the Draft Contract in negotiations that was not identified as an area of non-compliance or partial compliance in a Tender.

| Item reference | Nature of Compliance | Reasons for non-compliance or partial compliance |
| --- | --- | --- |
|  |  |  |
|  |  |  |

**Confidential Information**

The Tenderer should specify any information which is contained in its Tender, or which may be provided by it during this RFT process, that it considers should be protected as Confidential Information by the Department in respect of any resulting contractual arrangement. The Tenderer should also provide appropriate reasons why any such information should be protected as Confidential Information.

Tenderers should review the information available from the Department of Finance’s website for further detail about what information may be protected as Confidential Information (see the Department of Finance’s [Confidentiality Throughout the Procurement Cycle](http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html)).

| Proposed Confidential Information (refer to RFT or Schedule clause) | Reason why this information should be protected as Confidential Information |
| --- | --- |
|  |  |
|  |  |

## Schedule 5 – Pricing Schedule

**Pricing Schedule -** Service Categories document ‘Attachment A of Schedule 1 to the RFT’

The Department has set single fix pricing (exclusive of GST) for the provision of the Services in ‘Schedule 3A – Attachment A’, Health Technology Assessment (HTA) Services.

Where the Department has requested pricing the Tenderers should provide full details of their price structure.

1. ANNEX A, Service Category 1 (HTA) and Rate Card;
2. ANNEX B, Service Category 2 (Research Support and Other Services) and Rate Card;
3. ANNEX C, Service Category 3 (Immunisation Vaccine Evaluation) and Rate Card; and
4. ANNEX D, Service Category 4 (Therapeutic Goods Medical Devices) and Rate Card

The Department will not be undertaking any negotiations on the maximum fees or the fee structure set in ANNEX A Category 1 HTA Services.

A breakdown of assumptions, variations or other qualifications relied upon for generating the price should be provided.

The Department prefers that Tenderers lodge their pricing in Australian currency. Any pricing lodged in foreign currency amounts will be converted to Australian currency for evaluation purpose.

The Tenderer should indicate, in the table attached, all fees, charges, and other costs which it would seek to be paid for the Services and discounts offered.

All amounts are to be expressed as ***GST exclusive.***

Tenderers should provide itemised pricing information and proposed payment schedules detailing all fees, prices and charges related to each milestone or deliverable of the Services.

**Travel, Accommodation and Other Expenses**

Unless specified in the Contract/ Official Order the Service Provider will not be entitled to claim travel, accommodation or other expenses unless agreed and approved by the Department’s representative.

The Department may request or require the attendance of the Services Provider’s personnel to meetings associated with the contracted services being provided in the Official Order, under these circumstances and with prior approval in writing by the Department’s Representative, travel and accommodation will be organised by the Department for one nominated person’s at non-SES rates based on best fares of the day, the Services Provider may send additional personnel at their own expense.

If travel, accommodation and other expenses are agreed and pre-approved in writing the expenses shall be reimbursed, up to the relevant maximum per night rate in accordance with non-SES rates (as amended by the Commonwealth).

## Schedule 6 – Draft Contract

See separate document.

Attach a copy of the draft contract.