

REQUEST FOR TENDER

Professional Indemnity Insurance for Midwives Research

Tender number:

E-mail address for lodgement: Petrina.halloran@ahpra.gov.au

Closing time: 5pm pm (precisely)

Enter: 30/07/2012

Proposal must be lodged strictly in accordance with 'Lodgement of Proposals' in Part C, 'Conditions of Tender'.

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Part A: Information for Tenderer

1. Purpose of this Document

This document is a Request for Tender (RFT) and has been prepared to provide information to assist prospective tenderers in the preparation and submission of tenders.

In issuing this RFT, AHPRA seeks to identify tenderers:

- 1.1 Able to provide the Goods and/or Services in the manner set out in the Specification;
- 1.2 Able to demonstrate a commitment and ability to working in collaboration with AHPRA over the term of any agreed contractual period to continuously seek improvements in value, efficiency and productivity in connection with the provision of the Goods and/or Services; and
- 1.3 Prepared to work with AHPRA to continue to identify opportunities for improvement in the quality and level of service provided, for the mutual benefit of both the AHPRA and the tenderer.

2. Overview

- 2.1 AHPRA is seeking suitably qualified and experienced parties to undertake a selective international review of professional indemnity insurance (PII) arrangements and claims specifically in relation to midwifery practice and, where indicated in the brief, in relation to obstetric practice.
- 2.2 Key dates for this tender are indicated below. These dates are advised as a **guide only** to projected timelines. AHPRA will attempt to maintain this schedule, but reserves the right to vary dates.

TABLE – Key Dates

Tenders advertised	18 June 2012
Closing date for requests for further information	9 July 2012
Closing date for submission of tenders	30 July 2012
Shortlisting completed by	3 August 2012
Interviews conducted by	10 August 2012
All tenderers advised of tender outcome by	17 August 2012
Contract Commencement Date	27 August 2012
Contract Completion Date	27May 2013

- 2.3 The period of service is to commence on the Commencement Date (refer Key Dates Table).
- 2.4 The maximum contract period may be the nominated Completion Date inclusive of any Extension Options (if specified), as per the Key Dates Table. NOTE: Dates are indicative only.
- 2.5 (where applicable) Take up of Extension Options will be subject to satisfactory performance and agreement of the successful tenderer. AHPRA reserves the right to extend the contract period as specified in the contract.

3 Background

3.1 AHPRA

The Australian Health Practitioner Regulation Agency (AHPRA) is a new national agency established to improve the quality and safety of Australia's health services through a modernised national regulatory system for health professionals.

AHPRA has an office in each State and Territory responsible for the majority of operational matters and a national office in Melbourne. AHPRA reports to a Ministerial Council. AHPRA supports the operations of the national boards for each profession covered by the scheme, and the State and Territory boards and committees established by the national boards.

The services provided by AHPRA to the National Boards employ best practice approaches to regulation and cover registration functions, the management of a national public register of health practitioners, the receipt of complaints on behalf of the Boards and, subject to decisions by States and Territories, responsibility to the Boards for the highest standards of professional investigations and disciplinary prosecutions.

The ten health professions included in the scheme from operational commencement on 1 July 2010 are:

- Chiropractic
- Dental
- Medical
- Nursing and midwifery
- Optometry
- Osteopathy
- Pharmacy
- Physiotherapy
- Podiatry
- Psychology

The following professions will join the scheme in 2012:

- Chinese medicine practitioners
- Medical radiation practitioners
- Aboriginal and Torres Strait Island health practitioners
- Occupational therapists

3.2 AHPRA National or State/Territory Office

The role of AHPRA National office is to implement the National Registration and Accreditation Scheme ensuring Australians have access to safe, high quality health practitioners. This is achieved by working in partnership with National Boards and collaboration with other stakeholders to deliver the single National Registration and Accreditation Scheme.

The functions of the Nursing and Midwifery Board of Australia are:

- registering nursing and midwifery practitioners and students
- developing standards, codes and guidelines for the nursing and midwifery profession
- handling notifications, complaints, investigations and disciplinary hearings
- assessing overseas trained practitioners who wish to practise in Australia
- approving accreditation standards and accredited courses of study.

4. The Tenderer

The successful tenderer will require a background relevant to the project and demonstrated capacity to successfully undertake the project.

4.1 Status of entity

The tenderer must be a legal entity with which AHPRA is able to contract. The tender response must describe and provide evidence of the legal status of the tenderer, including their Australian Business Number (ABN)

4.2 Understanding of requirements

The tenderer must demonstrate an understanding of the requirements of the tender.

4.3 Relevant experience

The tender response must describe the experience of the tenderer in relation to the provision of similar requirements of the tender. References from or contact details of at least two clients for whom the tenderer previously has carried out similar projects must be provided. Referees must not be members of the tender evaluation panel, and should preferably be from outside AHPRA.

4.4 Financial, technical, planning and other resource capability

The tender response must provide sufficient supporting documentation to enable AHPRA to satisfy itself as to the financial, technical, planning and other resource capability of the tenderer to successfully provide the requirements of the tender.

4.5 Staff competencies

The tender response must describe the minimum competencies of staff and policies to maintain competency over the period of the contract.

4.6 Rates and budget

4.6.1 Price

Prices quoted should be competitive and commensurate with the key requirements, and/or outputs/deliverables (as specified).

4.6.2 Price Variation

Any variation to price over the period of the contract must be quantified and justified. Proposed mechanisms for variations must be included in the Vendor Response. This should include provision for any Extension Options (if specified).

Part B: Specification

5. Introduction

From 1 July 2010, under section 129 of the Health Practitioner Regulation National Law, as in force in each state and territory (the National Law) all health practitioners in Australia are required to have Professional Indemnity Insurance (PII) prior to practising in the profession. Formerly this was not a requirement for nurses and midwives in every jurisdiction in Australia. This requirement creates problems in particular for privately practising midwives (PPM) who are providing maternity services via homebirth, as it is not possible for them to obtain PII in Australia. For a period of time between 2001 and 2010, insurers did not offer PII to midwives in private practice. Government subsidised and other insurance products are now available to midwives working in private practice. However, this insurance does not cover the birth of babies in the home. From 1 July 2010, under the National Law, this aspect of midwifery care has a two-year exemption from the requirement for midwives to hold PII for homebirths. In 2011 Ministers agreed to a further 12 month extension of the exemption to 1 July 2013 while further options are explored by the Nursing and Midwifery Board of Australia (the National Board). Notwithstanding this exemption, midwives in private practice must have insurance for providing antenatal and postnatal services, regardless of the birth setting.

On 10 January 2012 the revised National Board PII registration standard came into effect; the registration standard sets out the minimum requirements for PII for nurses and midwives in Australia. In revising the standard the National Board considered the issue of stating a minimum amount of insurance cover for nurses and midwives. The National Board considered the risks and benefits stating a quantum of cover and determined that there was insufficient evidence available for the National Board to determine a quantum of cover at this time. The National Board has also developed guidelines on PII for midwives; these guidelines provide information to midwives on their responsibilities regarding indemnity insurance and are available from the National Board's website www.nursingmidwiferyboard.gov.au. Midwives must demonstrate they meet a set of specified requirements contained in these guidelines

6. Objective

The objective of this study is to undertake a selective international review of professional indemnity insurance (PII) arrangements and claims specifically in relation to midwifery practice and, where indicated in the brief, in relation to obstetric practice.

7. Scope

The scope of this project includes:

The elements of this study will include the following:

- A literature review (2000-2012, professional and insurance literature) focusing specifically on: outcomes relating to homebirth in privately practising midwifery; PII for privately practising midwives; claims and court cases in relation to PPMs; and models of reimbursement for PPMs.
- A review of former insurers of PPMs in Australia in order to obtain the claims history prior to 2002 when PII was withdrawn from the Australian market for midwives. Claims history information to include:
 - Log of all claims against PPMs made and amounts claimed
 - Log of all claims successfully pursued against PPMs and amounts awarded
 - Details of premiums in relation to quantum for PPMs
- A review and comparison of claims history for privately practising midwives and privately practising obstetricians (PPO) (including general practitioners with obstetric practice) in the United Kingdom, New Zealand, the Netherlands and Scandinavia. Claims history information to include:
 - Log of all claims against PPMs and PPOs made and amounts claimed
 - Log of all claims successfully pursued against PPMs and PPOs and amounts awarded
 - Details of premiums in relation to quantum for PPMs and PPOs

(The reason for collecting comparative data on PPOs internationally and not in Australia is because in these countries both PPMs and PPOs are accepted as traditional providers of maternity services.)

- Data collection relating to PPMs insured in Australia since July 1 2010 to ascertain quantum and scope of cover and any issues associated with obtaining cover. Claims history information to include:
 - Log of all claims against PPMs made and amounts claimed
 - Log of all claims successfully pursued against PPMs and amounts awarded
 - Details of premiums in relation to quantum for PPMs
- Medicare data relating to MBS items claimed for maternity services in order to ascertain the extent of PPM activity in Australia.

8. Deliverables

Deliverable	Due Date
Draft project plan submitted to Policy Committee (PC)	4 September 2012
Project plan finalised between PC and consultant	11 September 2012
Literature review and project progress report by the consultant of PC meeting by the consultant	7 November 2012
Report on review of former insurers submitted to PC	22 January 2013
Report on review of claims history submitted to PC	5 March 2013
Report on data collection including Medicare data submitted to PC	2 April 2013
Final draft submitted by the consultant to PC for endorsement	7 May 2013
Final report submitted to the National Board	27 May 2013

9. Evaluation of Tenders

The following evaluation criteria will be used for the evaluation of all tenders and determination of the successful tenderer. Complying proposals will be assessed on a value-for money basis. While proposals must be within budget limits, price is neither scored nor weighted.

Evaluation criteria specified as “mandatory” must be met. Failure against these criteria will mean the tender is designated ‘non-compliant’: non-compliant tenders may be rejected without further consideration unless clearly indicated as alternative, non-conforming proposals and documentation is provided that supports their validity in achieving the requirements of this project.

Tenderers are to provide their response to the Evaluation Criteria below, by completing the Tender Response at Part D of this document.

9.1 Criteria Relating to Tenderer

9.1.1 Criterion 1

The tenderer demonstrates an understanding of specification requirements. The tenderer has relevant and adequate experience, with demonstrated ability to deliver projects within prescribed timeframes and designated budgets. The tenderer demonstrates detailed knowledge and understanding of the existing standards and can also demonstrate currency in their knowledge and understanding of the recent developments in practice, education etc. which have made a review necessary.

This criterion is weighted. Vital

9.1.2 Criterion 2

The tenderer includes sufficient supporting documentation to demonstrate satisfactory financial, technical, planning and other resource capability.

This criterion is weighted. Highly important.

9.2 Criteria Relating to Project Deliverables

9.2.1 Criterion 3

The tenderer is available to undertake the requirements of the specification at the times specified.

This criterion is weighted: Highly important

9.2.2 Criterion 4

The tenderer provides evidence of previous experience in similar projects that demonstrates ability to deliver the outcomes and outputs specified.

This criterion is weighted: Vital

9.2.3 Criterion 5

The tender demonstrates a valid, innovative and effective approach to the delivery of outcomes and outputs specified.

9.3 Scoring

Tenders will be scored against the following scale:

Evaluation	Score
Exceeds all aspects of the evaluation criterion	4
Exceeds some aspects of evaluation criterion (and meets all other aspects of the evaluation criterion)	3
Meets the evaluation criterion	2
Fails some aspects of the evaluation criterion (and meets all other aspects of the evaluation criterion)	1
Fails all aspects of the evaluation criterion.	0

9.4 Weighting

The evaluation criteria have been weighted to reflect their relative importance. The weighting scale is:

Importance of criterion	Weighting
Vital	Mandatory
Highly important	highest
Important	↓
Desirable	lowest

Part C: Conditions of Tender

10 General Conditions

- 10.1 Organisations or individuals wishing to tender should submit their proposal (ie. tender) in accordance with AHPRA's requirements as set out in this document. The conditions under which a response must be made are indicated in this section. Tenderers should familiarise themselves with this document and ensure proposals conform. Tenderers are deemed to have:
- 10.2 Examined the tender documents and other information made available by AHPRA to the tenderers for the purpose of tendering.
- 10.3 Examined all information relevant to risks, contingencies, and other circumstances having an effect in their tender and which is obtainable by making reasonable inquiries.
- 10.4 Examined statutory requirements and satisfied themselves they are not participating in any anti-competitive, collusive, deceptive or misleading practices in structuring and submitting their tender.
- 10.5 Satisfied themselves as to the correctness and sufficiency of their tenders and that their tendered prices are GST inclusive and cover the cost of complying with all conditions of tender and matters and things necessary for due and proper performance and completion of work described in the tender documents (or if the goods or services are GST exempt, provided reasons for this).

10.6 Evaluation Process

- 10.7 Clarification of Tender: Where, in the opinion of AHPRA, a tender is unclear, AHPRA may seek clarification from the tenderer. Failure to supply clarification to the satisfaction of AHPRA may render the tender liable to disqualification.
- 10.8 Short-listing: Tenders will be evaluated against the indicated criteria. An initial evaluation will be used to short-list proposals. Tenderers not short-listed may be notified in writing at this stage that their tender has been unsuccessful.
- 10.9 Interviews: Following short-listing, one or more tenderers may be approached to make a presentation to and be interviewed by the evaluation panel to provide clarification or further information.
- 10.10 Best and Final Offers: Tenderers may be invited, as part of the tendering process, to submit a best and final offer in relation to all or certain aspects of their respective tenders as described in this document (in particular, refer 'Negotiations and Best and Final Offers').
- 10.11 Notification of Final Outcome: All tenderers may be advised in writing of the final outcome of the tender evaluation, including the identity of the successful tenderer.
- 10.12 Acceptance: Non complying tenders may be rejected. AHPRA may not accept the lowest priced tender and may not accept any tender.

10.13 Request For Tender

- 10.14 Status: This Request For Tender (RFT) is not an offer. This RFT is an invitation for persons to submit a proposal for the provision of the goods or services set out in this RFT.
 - 10.14.1 Accuracy: While all due care has been taken in connection with the preparation of this RFT, AHPRA does not warrant the accuracy of the content of the RFT and AHPRA will not be liable for any omission from the RFT.
 - 10.14.2 Additions and amendments: AHPRA reserves the right to change any information in, or to issue addenda to, this RFT.
 - 10.14.3 Representations: No representation made by or on behalf of AHPRA in relation to the RFT (or its subject matter) will be binding on AHPRA unless that representation is expressly incorporated into the contract(s) ultimately entered into between AHPRA and a tenderer.
 - 10.14.4 Explanations:
 - Verbal explanations or instructions given prior to acceptance of a proposal shall not bind AHPRA.

- Reference in this document to a contract means the Agreement included with this document, unless otherwise stated.
- References to AHPRA mean Australian Health Practitioner Regulation Agency, unless otherwise stated.

10.14.5 Confidentiality:

All persons (including tenderers) obtaining or receiving the RFT and any other information in connection with the RFT or the tendering process must keep the contents of the RFT and such other information confidential. AHPRA may require persons and organisations wishing to access or obtain a copy of this RFT or certain parts of it to execute a deed of confidentiality (in a form required by, or satisfactory to, AHPRA) before or after access is granted.

10.15 Financial Assessments

- 10.15.1 AHPRA reserves the right to engage a third party to carry out assessments of tenderers' financial, technical, planning and other resource capability.

10.16 Format of Response

- 10.16.1 A Tender Response is included at Part D of this document. Tenderers must address their responses to the specifications and will be assessed against the evaluation criteria. The Tender Response is structured to reflect the information requirements of this tender and tenderers are advised to use the Tender Response in preparation of their tenders.

10.17 Legal Entity

- 10.17.1 Tenderers must provide proof of their legal status. A legal agreement/contract can only be entered into by AHPRA with an agency or individual with legal status established under:
- Associations Incorporation Act
 - Co-operatives Act
 - Corporations Law
 - Health Services Act
 - An Individual Act of Parliament
 - Natural Person (person at least 18 years of age, with mental capacity to understand the agreement, not under any order or bankrupt)
 - Trustee Act.
- 10.17.2 AHPRA prefers to deal with suppliers who have an Australian Business Number (ABN), unless there is clear evidence that the relevant supply is not assessable for income tax purposes (hobby or recreational interest).

10.18 Consortia and trustees

- 10.18.1 There are three legal and management options available to consortia wishing to tender. Each of these types of arrangements is acceptable to AHPRA:
- Incorporate as a single body
 - Each Member signs as part of a Non Incorporated Consortium
 - Subcontracting by the Lead Agency to members of the Consortium.
- 10.18.2 Where the tenderer is a consortium, the tender must indicate which parts of the service it is proposed that each entity comprising the Consortium would provide and how the Contractor and Sub-contractor(s) would relate to each other to ensure full provision of the required service.
- 10.18.3 Where a trustee structure is being used by a tenderer, the tenderer may be required to provide a copy of the relevant trust deed or a letter from the tenderer's solicitors confirming that the trustee is fully authorised to enter into the proposed contract, is acting within its powers under the trust deed and can be indemnified from the assets of the trust.

10.19 Form and application of Agreement

- 10.19.1 The successful tenderer will be required to enter into AHPRA's applicable form of agreement, a sample copy of which is at Attachment I.
- 10.19.2 A contract for delivery or provision of goods or services described in this document does not exist until both parties have executed the applicable standard AHPRA agreement.

- 10.19.3 Contractors will be required to comply with appropriate document retention practices, which may include long-term storage of documents for up to 25 years.

10.20 Statement of Departures

- 10.20.1 Tenderers must state in their tenders that there are no departures from the specification (Part B) of this document and the conditions of AHPRA's form of agreement included with this document or, where there are departures to these sections, submit with their tender a tabulated statement detailing the departures in order of the relevant clauses.
- 10.20.2 By submission of a tender in response to this document, tenderers are deemed to have accepted these Conditions of Tender.

11. Lodgement of Proposals

- 11.1 The proposal must be e-mailed to the following address :

Petrina.halloran@ahpra.gov.au

Proposals must be received at the above e-mail address by precisely 5pm., on 23 July 2012

The closing time of 5pm is defined as 5pm Australian Eastern Standard Time, or 5pm Australian Eastern Daylight Time, as determined by Telstra's Recorded Time Service (phone 1194).

AHPRA may in its absolute discretion extend the closing time by providing written notice to tenderers.

- 11.2 One electronic copy of the entire proposal must be submitted. If the tender proposal is too large to be transmitted via e-mail, it can be copied onto a USB drive and hand delivered to the relevant AHPRA office. Please contact the contact officer for this tender (see section 12.1 for details) to make the necessary arrangements for hand delivery.
- 11.3 Other than as set out in this document, **late, facsimiled, or incomplete** proposals will **not** be accepted.

Unless exceptional circumstances apply as described below, tenders received after the time allowed for the delivery of tenders are deemed ineligible for consideration.

Late tenders will only be opened to identify a business name and address.

The designated officers will promptly inform a tenderer that their tender was late and could not be considered.

Acceptance of Late Tenders only in Exceptional Circumstances

A late tender may only be accepted at the sole discretion of AHPRA, if it can be clearly demonstrated that AHPRA's receiving arrangements were at fault, ie. delivery to the designated e-mail address was hindered in some manner including a major/critical incident, and that the integrity of the tender process will not be compromised by accepting a late tender.

- 11.4 Proposals delivered by the tenderers or their representative (including couriers) must be lodged as outlined above before the specified closing time. If a USB drive is being hand delivered, sufficient delivery time should also be allowed to account for building management security arrangements.
- AHPRA staff cannot accept responsibility for lodging tenders on behalf of tenderers.
- 11.5 Proposals must be signed and dated by an authorised officer of the tenderer.
- 11.6 All proposals must be in the English language.
- 11.7 Proposals will be opened after 5pm on the closing date of tenders and notification of receipt will be forwarded to each tenderer.

12. Requests for Further Information

12.1 Clarification of Processes

Prospective tenderers may telephone Petrina Halloran on 03 8708 9010 to clarify matters relating to the tender process. Verbal explanations or instructions given to prospective tenderers prior to the acceptance of the proposal shall not bind AHPRA.

12.2 Clarification of Tender Specification or Additional Information

- 12.2.1 Requests for clarification of tender specifications or additional information, marked 'confidential', must be made in writing via email.
- 12.2.2 Address such requests to: Petrina.halloran@ahpra.gov.au marked to the attention of: Petrina Halloran.
- 12.2.3 All requests for clarification or for additional information must be lodged by the nominated date (refer Key Dates Table) to allow sufficient time for response and information to be provided to all parties requesting tender documentation. The response of AHPRA to requests for clarification or additional information is entirely at the discretion of AHPRA and AHPRA reserves the right not to respond to any question or request, irrespective of when such question or request is received. In any event, AHPRA will not provide information later than three days before close of tender.
- 12.2.4 Except where AHPRA is of the opinion that issues raised apply only to an individual tenderer, answers provided by AHPRA to tenderer requests for clarification or additional information will be made available (without identifying the source of the inquiry) to all parties who have requested tender documentation.

12.3 Additional Information Required by AHPRA

- 12.3.1 If additional information to that contained in a proposal is required by AHPRA when proposals are being considered, written information and/or interviews may be requested to obtain such additional information at no cost to AHPRA.
- 12.3.2 The name and telephone number of an officer or employee of the tenderer capable of clarifying technical and commercial aspects of the proposal must be provided.
- 12.3.3 AHPRA may invite some or all tenderers to give a presentation to AHPRA in relation to their tenders, including (where the RFT relates in whole or in part to goods) demonstration of the goods. AHPRA is under no obligation to invite any presentations from tenderers.
- 12.3.4 In addition to presentations, AHPRA may request some or all tenderers to:
 - (a) conduct a site visit;
 - (b) provide references; and/or
 - (c) make themselves available for panel interviews.

12.4 References

Tenderers must indicate at least two organisations that have been supplied with services similar to those requested in this document, and of whom officers considering proposals may make inquiries to assist in establishing the suitability of any item or service tendered.

12.5 Negotiations and Best and Final Offers

- 12.5.1 AHPRA is under no obligation to conduct any negotiations with tenderers.
- 12.5.2 After short-listing, AHPRA may elect to engage in detailed discussions and negotiations with any one or more tenderers, with a view to maximising the benefits of the tenders submitted.
- 12.5.3 As part of this negotiation process, AHPRA may request such a tenderer to improve one or more aspects of their tender, including any technical, financial, corporate or legal components.
- 12.5.4 Tenderers or, where the tendering process involves a shortlisting process, shortlisted tenderers, may be invited by AHPRA to submit a best and final offer in relation to all or certain aspects of their respective tenders.
- 12.5.5 AHPRA is under no obligation to give a tenderer the opportunity to submit a best and final offer. If AHPRA chooses to give a tenderer the opportunity to submit a best and final offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.

- 12.5.6 Notwithstanding the possibility that AHPRA may give a tenderer the opportunity to submit a best and final offer, a tenderer should be aware that AHPRA will, in conducting its evaluation of tenders, rely on all information (including all representations) contained in such tenders. Tenderers are therefore encouraged to submit their best and final offers in the first instance.
- 12.5.7 Any one or more tenderers may be required to submit an executed contract based on the tender as part of their best and final offer. Unless and until AHPRA executes such contract, submission of a contract capable of acceptance by AHPRA does not and will not be taken to give rise to a binding contract (express or implied) between a tenderer and AHPRA.

13. Reservations

13.1 Withdrawal from Process

AHPRA reserves the right to withdraw from the tender process described in this document for whatever reason, prior to the signing of any agreement with any party for the delivery of goods or services described in this document.

13.2 Lowest Cost Proposal

The lowest cost proposal, or any proposal, will not necessarily be accepted.

13.3 Negotiation

AHPRA may, in its absolute discretion, decide not to enter into pre-contractual or any negotiations with any tenderer.

A tenderer is bound by its tender (including the Statement of Compliance to the Proposed Agreement forming part of the tenderer's response) and, if selected as a successful tenderer, must, if requested by AHPRA, enter into an agreement (contract) on the basis of the tender without negotiation.

AHPRA is under no obligation to appoint a successful tenderer or tenderers (as the case may be), or to enter into a contract with a successful tenderer or any other person, if it is unable to identify a tender that complies in all relevant respects with the requirements of AHPRA, or if to do so would otherwise not be in the public interest. For the avoidance of any doubt, in these circumstances AHPRA will be free to proceed via any alternative process.

AHPRA may conduct a debriefing session for all tenderers (successful and unsuccessful). Attendance at such debriefing session is optional.

13.4 Part Offers

AHPRA reserves the right to accept tenders in relation to some and not all of the scope of activity described, or appoint one, more than one or no organisation on the basis of the tenders received.

13.5 AHPRA's rights

Notwithstanding anything else in this document, and without limiting its rights at law or otherwise, AHPRA reserves the right, in its absolute discretion at any time, to:

- (a) cease to proceed with, or suspend the tendering process;
- (b) alter the structure and/or the timing of the RFT or the tendering process;
- (c) vary or extend any time or date specified in this RFT for all or any tenderers or other persons;
- (d) terminate the participation of any tenderer or any other person in the tendering process;
- (e) require additional information or clarification from any tenderer or any other person or provide additional information or clarification;
- (f) negotiate with any one or more tenderers and allow any tenderer to alter its tender;
- (g) reject any tender that does not comply with the requirements of this RFT; or
- (h) consider and accept or reject any alternative proposals.

14. Conflicts of Interest

14.1 Declaration

Tenderers must declare to AHPRA any matter or issue which is, may be perceived to be or may lead to, a conflict of interest regarding their proposal or participation in supply of the services described. Tenderers must describe a strategy so that any actual conflict of interest will be avoided.

15. Confidentiality and Intellectual Property

15.1 Ownership of Proposals

All proposals and any accompanying documents become the property of AHPRA.

15.2 Ownership and Use of Information

Ownership of all information, reports or data provided by AHPRA to tenderers resides with AHPRA. The tenderer shall not, without written approval of the Chief Executive Officer of AHPRA, use the information or reports other than in the development of the proposal or the performance of the assignment. Such information, in whatever form provided by AHPRA or converted by the tenderer, must be destroyed in a secure fashion following advice of the outcome of the tender or at completion of the assignment.

16. Probity of Tender Procedures

16.1 Notification of Probity Breach Required

Should any tenderer consider that the tender process under this document has failed to accord it fair right to be considered as a successful bidder or that it has been prejudiced by any breach of these Conditions of Tender or other relevant principle affecting the tenders or their evaluation, the tenderer must provide immediate notice of the alleged failure or breach to the Contact Person. Notification must set out the issues in dispute, the impact upon the tenderer's interests, any relevant background information and the outcome desired.

16.2 Timeliness of Notification

Delay in notification of probity breach, or notification after the announcement of the successful tender will preclude a tenderer from relying upon or taking action based upon such breach.

16.3 Resolution of Disputes

Dispute over the notification of breach will be resolved according to the Dispute Resolution section and clauses in AHPRA's standard agreement.

17. Disclosure

17.1 Presumption to Full Disclosure

AHPRA has a strong presumption in favour of disclosing contracts and, in determining whether any clauses should be confidential, specific Freedom of Information (FOI) principles (including a public interest test) will apply. AHPRA cannot pre-empt the workings of the FOI Act or constrain the Auditor General's powers to secure and publish documents as he / she sees fit.

17.2 Disclosure of Tender and Contract Details

Subject to this clause and the Conditions of Contract, all documents provided by the tenderer during the tender process will be held in confidence so far as the law permits. Notwithstanding any copyright or other intellectual property right that may subsist in the tender documents, the tenderer, by submitting the tender, licenses AHPRA to reproduce the whole or any portion of the tender documents for the purposes of tender evaluation.

In submitting its tender the tenderer accepts that AHPRA may publish (on the internet or otherwise) information including the name of the successful or recommended tenderer, the value of the successful tender and the Contractor's name together with the provisions of the contract generally.

17.3 Non-disclosure of contract provisions

Non-disclosure of contract provisions must be justified under the principles for exemption of the *Freedom of Information Act*, providing that information acquired by an agency or a Minister from a business, commercial or financial undertaking is exempt under the Act if the information relates to trade secrets or other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking

unreasonably to disadvantage. AHPRA will consider these arguments in the tender evaluation and negotiations with tenderers.

18. Lobbying

- 18.1 Any tenderer who attempts to exert influence on the outcome of the tender process by lobbying, directly or indirectly, AHPRA staff, AHPRA Managers, Board Members, Agency Management Committee members or Members of Parliament, will be disqualified from the tender process.
- 18.2 A tenderer who offers AHPRA staff anything that, in the opinion of AHPRA, could undermine the impartiality of the tender process, and/or could create an actual or a perceived conflict of interest (including but not limited to offers of gifts, hospitality, and favours), will be disqualified from the tender process.

19. Dumping of Goods

- 19.1 Tender bids from suppliers who are offering goods subject to an Australian Customs Dumping Notice will be disqualified from further consideration.
- 19.2 AHPRA reserves the right to suspend an agreement where the supplier is providing goods subject to an Australian Customs Dumping Notice.

20. Pricing

- 20.1 Tenders must contain a detailed cost summary as well as relevant stage and total project costing. If relevant, the tender must state the price for each unit of output.
- 20.2 All prices shall be fixed for at least 90 days from the date of submission of tenders. Tenderers must confirm the period of price validity in their tender.
- 20.3 Price variations over the period of the contract must be advised. Tenderers must state the factor and reasons for any variation.
- 20.4 All prices quoted must be represented in Australian dollars.

21. Payments

- 21.1 Tenderers must indicate whether they have the capacity to accept electronic funds transfer as a facility for contract payments.
- 21.2 A payment schedule will be negotiated with the successful tenderer. AHPRA's preferred position is to make payments according to delivery of outputs or satisfactory achievement of key project stages.

22. Alternative Proposals

- 22.1 Tenderers may submit more than one offer. Each such offer must be made on separate tender documentation and clearly marked "Alternative Proposal".
- 22.2 Tenders which do not comply with the requirements of these Conditions of Tender may be considered at AHPRA's sole discretion.

23. Anti-competitive conduct

- 22.3 Tenderers and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other tenderer or any other person in relation to the preparation, content or lodgement of their tender. In addition to any other remedies available to it under law or contract, AHPRA may, in its absolute discretion, immediately disqualify a tenderer that it believes has engaged in such collusive or anti-competitive conduct.

24. Tenderer Warranties

- 24.1 By submitting a tender, a tenderer warrants that:
 - 24.1.1 in lodging its tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of AHPRA, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the RFT;

- 24.1.2 it did not use the improper assistance of AHPRA employees or information unlawfully obtained from AHPRA in compiling its tender;
- 24.1.3 it has examined this RFT, and any other documents referenced or referred to herein, and any other information made available in writing by AHPRA to tenderers for the purposes of submitting a tender;
- 24.1.4 it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its tender;
- 24.1.5 it has otherwise obtained all information and advice necessary for the preparation of its tender;
- 24.1.6 it is responsible for all costs and expenses related to the preparation and lodgement of its tender, any subsequent negotiation, and any future process connected with or relating to the tendering process;
- 24.1.7 it otherwise accepts and will comply with the rules set out in this Part C of the RFT; and
- 24.1.8 it will provide additional information in a timely manner as requested by AHPRA to clarify any matters contained in the tender.

25. General Conditions of Response

- 25.1 Must be signed by an authorised officer of the tenderer.

Part D: Tender Response

**Tender Response
For
Professional Indemnity Insurance for Midwives**

Tender Response—Part 1 Proposal - Tenderer Details

Tenderers are to complete Parts 1 to 5 of the Tender Response.

Tendering Organisation

Full Legal Name	
Trading Name	
Entity Status (eg: Partnership, Company etc)	
ACN number	
Registration for GST	(Yes or No)
Australian Business Number (ABN)	
Place of Incorporation	
Postal Address	
Principal office	
Contact Person	
Position/Title	
Telephone No	
Mobile No	
Facsimile No	
E-mail address	

Sub-Contractor #1

Name	
Address	
Tasks/aspects/scope of project to be undertaken	

Sub-Contractor #2

Name	
Address	
Tasks/aspects/scope of project to be undertaken	

[Repeat as Required]

Profile of Tenderer / Experience

Range of services currently delivered	
Years of operation in this capacity	

Financial Capability

Annual Company Return	
Audited Financial Statement	

Financial Capability

<p>Tenderers are required to demonstrate that they have the financial capacity to provide, over the term of the contract, all the requirements specified in this RFT. Accordingly, please provide the following information.</p> <p>If the answer to any of the following questions is “yes”, provide an explanation.</p>	
(a) Are there any significant events, matters or circumstances which have arisen since the end of the last financial year which may significantly affect the operations of the tenderer?	
(b) Are there any mergers/acquisitions either recent (within the past 12 months) or which are imminent?	
(c) Are there any proceedings, either actual or threatened, against the tenderer, its parent or associated entities or any director of the tenderer, its parent or associated entities or have there been any such proceedings within the past five years? If so, what (if any) remedial action has been taken in respect of such proceedings?	
(d) Are there any bankruptcy actions against a director of the tenderer, its parent or associated entities, or has there been within the past five years?	
(e) Are there any de-registration actions against the tenderer, its parent or associated entities on foot, or have there been any within the past five years?	
(f) Are there any insolvency proceedings, actual or threatened (including voluntary administration, application to wind up, or other like action) against the tenderer, its parent or associated entities on foot, or have there been any within the past five years?	
(g) Is the tenderer, its parent or associated entities currently in default of any agreement, contract, order or award that would or would be likely to adversely affect the financial capacity of the tenderer to provide the Goods and/or Services contemplated by this RFT?	
(h) Are there any other factors which could adversely impact on the financial ability of the tenderer to successfully perform the obligations contemplated by this RFT?	
(i) Is the tenderer solvent and able to meet its debts as and when they fall due in the normal course of business?	
<p>In addition to the information required above, tenderers are required to undertake to provide to AHPRA (or its nominated agent) upon request all such information as AHPRA reasonably requires to satisfy itself that tenderers are financially viable and have the financial capability to provide the Goods and/or Services for which they are tendering and to otherwise meet their obligations under the Proposed Contract.</p>	
Provide your undertaking to comply with this request.	
Will you provide valid tax invoices?	(Yes or No)

Insurances

Proof of insurance cover:	Provider	Policy Number	Expiry Date	Limit of Liability
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• Public liability				
• Professional indemnity				
• Others as relevant				
• Relevant exclusions:	(Provide separately summary of any <i>relevant</i> exclusions to the above, and their potential impact on this contract)			

Technical Capability

Summary of entity's achievements	
Technical capability	
Quality Accreditation Standard	

Qualifications and Experience of Key Project Staff [Repeat table as required]

Name	
Title/Office Held	
Qualifications	
Previous Experience	
Role/functions to be performed	

Tender Response—Part 2 Proposal - References

Referee #1

Company Name	
Postal Address	
Contact Person	
Position/Title	
Telephone No	
Email Address	
Nature of work performed	

Referee #2

Company Name	
Postal Address	
Street Address	
Contact Person	
Position/Title	
Telephone No	
Facsimile No	
Nature of work performed	

Tender Response—Part 3 Proposal – Evaluation Criteria

Evaluation Criteria – Overview (For tenderer’s information only)

Delete the following prior to submission of your tender response

Tenderers are to provide their proposal in relation to the evaluation criteria by completing ‘Response to Evaluation Criteria’ below.

In completing your response to the evaluation criteria documented in Part B: ‘Specification’, tenderers should **consider** the following aspects in their response, as relevant, by addressing or providing the following:

- how the project/service will be implemented, managed and monitored (demonstrating your understanding of the project and its structure). Note: The extent to which a practical, workable and sector sensitive approach is developed is a key consideration
- an understanding of the nature of each deliverable and how you intend to provide the components of each deliverable
- a detailed and considered discussion of the proposed methodology and how it addresses the key needs of the tender as described in the tender specification
- sufficient information to demonstrate adequate financial, technical and other resources capability to successfully undertake the requirement.
- any relevant supporting documents
- extent of any relevant experience
- broad approach to the project
- components, sub components and major tasks
- timetable indicating sequence and duration of each task, prepared in accordance with the key dates nominated in this document
- key project review points
- deliverables and outcomes for each phase of the project
- how any standards specified in this tender specification will be satisfied
- tenderer inputs
- AHPRA resource/input required
- other stakeholder input or partnering relationships required and how they will be established and managed
- how the service will integrate with and/or complement services provided by the tenderer or other agencies, suppliers or service providers
- data collection and analysis arrangements
- staff management and development.

Response to Evaluation Criteria

Your response against the Evaluation Criteria must be included below.

The information provided in the previous tables of the tender response will be considered in the evaluation process in relation to the relevant evaluation criteria documented in Part B ‘Specification’.

NOTE: Tenderers may rely on the information they have already provided in the previous tables in relation to any criterion if the tenderer regards such information as satisfactorily addressing the relevant criterion.

Criterion 1

Your response to this criterion:

Criterion 2

Your response to this criterion:

Criterion 3

Your response to this criterion:

Criterion 4

Your response to this criterion:

Criterion 5

Your response to this criterion:

Criterion 6

Your response to this criterion:

Price/Cost of proposal

To enable the viability of pricing to be evaluated, tenders must include an itemised budget with costings for each project stage. All prices must be in Australian dollars.

All prices shall be fixed for at least 90 days from the date of submission of tenders. Tenderers must confirm the period of price validity in their tender. If price varies over the period of the contract, indicate the factor and reasons for the variation.

All prices must be GST inclusive (where applicable).

Price validity	
Prices remain valid from the date of submission of tender until:	

Price variation (State following or any other mechanism if relevant)		
Degree (%)	From (date)	Rationale

Summary of Costs			
EXAMPLE 1:			
Component/Stage	Year 1 (delete if not applicable) (\$)	Year 2 (delete if not applicable) (\$)	Year 3 (delete if not applicable) (\$)
Enter Component/Stage 1			
Enter Component/Stage 2			
Enter Component/Stage 3 (etc)			
Other costs, eg venue, travel, catering, other expenses – please detail (If applicable)			
Total Price:			

EXAMPLE 2:

Item			Cost (\$)
Stage/Component/Task 1			
Establishment costs (itemise components)			
Project Manager	Rate	Days/Hours	
Project Staff #1	\$		
Administration costs			
Management costs			
Infrastructure costs			
Equipment costs			
Other			
Subtotal: Total cost for Stage/Component/Task 1			
Stage/Component/Task 2			
Establishment Costs (itemise components)			
Project Manager	Rate	Days/Hours	

Project Staff #1	\$		
Administration costs			
Management costs			
Infrastructure costs			
Equipment costs			
Other			
Subtotal: Total Charge for Stage/Component/Task 2			
• Total Charge			•

Tender Response—Part 4

Proposal - Disclosure of Contract Information

The Conditions of Tender include provision for disclosure of contract information. If you wish to withhold the disclosure of specific contract information, you must detail how the release of this information will expose trade secrets or expose the business unreasonably to disadvantage. AHPRA will consider these arguments in the tender evaluation and negotiations with tenderers.

Non-disclosure of contract provisions must be justified under the principles for exemption within the *Freedom of Information Act*, providing that information acquired by an agency or a Minister from a business, commercial or financial undertaking is exempt under the Act if the information relates to trade secrets or other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage.

Trade secrets

In considering whether specific information should be categorised as a trade secret, submitters should assess:

- The extent to which it is known outside of your business
- The extent to which it is known by the persons engaged in your business
- Any measures taken to guard its secrecy
- Its value to your business and to any competitors
- The amount of money and effort invested in developing the information
- The ease or difficulty with which others may acquire or develop this information

Trade secrets not to be disclosed:

Unreasonable disadvantage

In determining whether disclosure of specific information will expose your business unreasonably to disadvantage, you should consider the relevant sections of the FOI Act. Broadly, you should consider whether:

- The information is generally available to competitors
- It could be disclosed without causing substantial harm to the competitive position of the business

Unreasonable disadvantage disclosure would cause

Tender Response—Part 5 Proposal - Acceptance of Terms & Conditions

An authorised officer of the tenderer must signify acceptance of the terms and conditions under which the tender is advertised, including the warranties given by the tenderer in section headed “Tenderer Warranties” of Part C, Conditions of Tender.

Signature as indicated in this part, and submission of a proposal in response to the Request For Tender, signifies acceptance of all terms and conditions unless specifically indicated in this section by the tenderer.

Tenderers must indicate their understanding and acceptance of each part of this tender document, including the attached AHPRA form of agreement, by signing or initialling in the table below. Where any part of this tender is not understood or accepted, tenderers must attach a tabulated Statement of Departures with explanation of why that part is not accepted.

Acceptance of Conditions		
Part	Acceptance (initial)	Non-Acceptance (initial, and attach tabulated Statement of Departures)
Part A: General Information for Tenderers		
Part B: Tender Specifications		
Part C: Conditions of Tender		
Part D: Tender Response Schedules		
Attachment I: Standard AHPRA Agreement		

Endorsement	
Signature of Authorised Officer for Tenderer	
Name of Authorised Officer	
Title/Office Held	
Date	

Attachment I
Standard AHPRA Agreement