



Aboriginal and Torres Strait
Islander Health Practice
Chinese Medicine
Chiropractic
Dental
Medical
Medical Radiation Practice
Nursing and Midwifery
Occupational Therapy
Optometry
Osteopathy
Pharmacy
Physiotherapy
Podiatry
Psychology

Australian Health Practitioner Regulation Agency

Request for Tender – Nursing and Midwifery Board of Australia Development of the *Midwife standards for practice*

16 December 2015

Part A – Information for Vendors

1. Purpose of this document

This document is a Request for Tender (**RFT**) and has been prepared, by the Australian Health Practitioner Regulation Agency (**AHPRA**) on behalf of the Nursing and Midwifery Board of Australia (**NMBA**), to provide information to assist prospective Vendors in the preparation and submission of tenders to conduct a project to develop *Midwife standards for practice (the Standards)*, incorporating a review of the existing *National competency standards for the midwife* (2006).

In issuing this RFT, AHPRA seeks to identify Vendors who are:

- able to provide the goods or services in the manner set out in the specification
- 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 or services, and
- 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 AHPRA and the Vendor.

2. Background

AHPRA

AHPRA was established in July 2010 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 there is a national office in Melbourne. AHPRA reports to the Australian Health Workforce Ministerial Council (Ministerial Council). AHPRA supports the operations of the National Boards for each profession covered by the National Registration and Accreditation Scheme (the National 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 handling of notifications on behalf of the National Boards and, subject to decisions by states and territories, responsibility to the National Boards for the highest standards of professional investigations and disciplinary prosecutions.

The fourteen health professions included in the scheme are:

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

- Chinese medicine
- Medical radiation practice
- Aboriginal and Torres Strait Islander Health Practice
- Occupational therapy

Issuing Entity: Australian Health Practitioner Regulation Agency (ABN 78 685 433 429)
of Level 8, 111 Bourke Street, Melbourne, Victoria, 3000

Project Manager

Project Manager	
Name and title	Petrina Halloran, Policy Manager, Nursing and Midwifery
Address for correspondence by post	Level 7/111 Bourke Street Melbourne VIC 3000
E-mail address:	nmbafeedback@ahpra.gov.au

3. The Opportunity

The winning Vendor's contract will be with AHPRA, acting on behalf of the NMBA. The NMBA's Executive Officer is the representative of the NMBA for all matters related to the project. The Policy Manager or other AHPRA nominee will attend to detailed matters with respect to project delivery and policy development respectively on the Executive Officer's behalf.

AHPRA is seeking a suitably qualified and experienced Vendor to develop *Midwife standards for practice*, incorporating a review and analysis of the current NMBA *National competency standards for the midwife* (2006). This work is to ensure that the standards for practice reflect current midwifery practice and are up-to-date and relevant. The recommended standards for practice are expected to reflect current (not aspirational) evidence-based midwifery practice.

Key dates for this tender are indicated below. These dates are advised as a **guide only** to projected timelines. AHPRA will make every effort to maintain this schedule, but reserves the right to vary dates.

Key dates

Request for tender released	16 December 2015
Last day for questions / clarification	15 January 2016
Responses (if questions received) published on website	20 January 2016
Closing date for submission of tenders	12 February 2016 (14:00 AEDT)
Last day for short listing responses	18 February 2016
Interviews conducted (if required) by	26 February 2016
All Vendors advised of tender outcome by	29 February 2016
Contract Commencement Date	4 April 2016
Contract Completion Date (estimated)	31 August 2017

The period of service is to commence on the Contract Commencement Date (see *Key dates* table immediately above).

The successful Vendor will provide a project management plan, communication strategy and plan and a risk matrix in liaison with the Policy Manager or other AHPRA nominee for presenting to the April 2016 NMBA Registration and Accreditation Committee (RAC) meeting.

The maximum contract period may be the nominated Completion Date as per the *Key dates* table.

NOTE: Dates are indicative only.

AHPRA, in consultation with the NMBA, reserves the right to extend the contract period as specified in the contract.

4. The Vendor

The successful Vendor will require a background and expertise relevant to the procurement, and demonstrated capacity to successfully provide the required goods or services.

Status of entity

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

Understanding of requirements

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

Relevant experience

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

Financial, technical, planning and other resource capability

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

Staff competencies

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

5. Price

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

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.

All prices shall be fixed for at least 90 days from the date of submission of tenders. Vendors must confirm the period of price validity in their tender.

All prices quoted must be in Australian dollars and stated on a GST inclusive basis. This should include provision for any Extension Options (if specified).

6. Price Variation

Price variations over the period of the contract must be advised, quantified and justified. Vendors must state the factor and reasons for any variation. Proposed mechanisms for variations must be included in the Tender Response. This should include provision for any Extension Options (if specified).

7. Payments

Vendors must indicate whether they have the capacity to accept electronic funds transfer as a facility for contract payments.

A payment schedule will be negotiated with the successful Vendor. AHPRA's preferred position is to make payments according to delivery of outputs or satisfactory achievement of key project stages.

Part B – Specification

1. Introduction

The *National competency standards for the midwife* (2006) were originally developed and published in January 2006, under the auspices of the Australian Nursing and Midwifery Council (**ANMC**) working in conjunction with the state and territory nursing and midwifery regulatory authorities. These national standards are an integral component of the regulatory framework which guides midwives to provide safe and competent care.

With the commencement of the National Scheme, the standards became the property of the NMBA, as the body responsible for the regulation of midwives. Although the design was updated to rebrand the competency standards to reflect current ownership in August 2013, the content or intent of the original document has not changed and has not been reviewed since 2006.

The current *National competency standards for the midwife* (2006) are the core competency standards by which the midwife's performance is assessed to obtain and retain registration to practise in Australia.

These core competency standards provide a framework for assessing competence and are used:

- in the development of midwifery curricula by universities
- to assess midwifery student and new graduate performance
- as part of the annual renewal of registration process
- to assess midwives educated overseas seeking employment in Australia
- to assess midwives returning to work after breaks in service
- as part of professional conduct matters, and
- to communicate to consumers the standards that they can expect from midwives.

Since the *National competency standards for the midwife* were published in 2006, the role and scope of practice for midwifery throughout Australia, the model of education and training, and the regulatory framework within which registration of midwives occurs, have developed substantially.

2. Objective

The objective of this project is to develop, for presentation to the NMBA for approval, a document called the '*Midwife standards for practice*' (the Standards) that will provide a framework for assessing the midwife's competence to practise. The Standards are expected to reflect current (not aspirational) evidence-based midwifery practice, to be up-to-date, to meet legislative requirements and to align with the other NMBA standards for practice.

3. Scope

The scope is separated into phases to show the components of the work. The work phases are expected to be completed sequentially, with the findings of the research phase being incorporated into the revised standards before they are validated. However, extensive stakeholder consultation will be a key component of all phases.

The scope of this procurement includes:

1. Establish Expert Advisory Group

- 1.1 An Expert Advisory Group (EAG) is to be established to provide expert advice to the successful Vendor for the life of this project. The NMBA and/or the RAC will be responsible for deciding upon the terms of reference for the EAG and for selecting the members of the EAG. Members will comprise relevant midwifery key stakeholders and consumers. The Vendors are expected to work closely with the EAG throughout this project.

2. Research phase

- 2.1 An extensive review of the current scope of practice and role of midwives across Australia, noting the following:
- variations in practice between jurisdictions and/or sectors
 - impact of employment arrangements on role and scope of practice, and
 - relevant legislation and regulations.
- 2.2 The research must involve:
- a comprehensive literature review of nationally and internationally published material
 - targeted interviews and/or focus groups with departments of health, Chief Nurse and Midwifery Officers and other key midwifery stakeholders as identified in discussions with the NMBA/AHPRA, and
 - a report of outcome of literature review, interviews and focus groups for RAC acceptance.
- 2.3 This phase will also need to consider any potential impacts arising from relevant current research.

3. Observation phase

- 3.1 The Vendors will be required to develop an observational tool for review and approval by the EAG.
- 3.2 The Vendor is expected to observe and map midwifery practice against the current *National competency standards for the midwife* (2006). Observations are to be conducted in a range of practice settings across a variety of geographical locations and practice areas by observing selected midwives in real time.
- 3.3 Analysis of the gap between the current *National competency standards for the midwife* (2006), observational data, the research findings and outcomes from key stakeholder interviews and/or focus groups.
- 3.4 A first draft of the Standards for preliminary consultation is to be developed.

4. Consultation phase

Preliminary consultation

- 4.1 Prior to the release of the first draft Standards for preliminary consultation, the research findings, observational data and first draft Standards are to be reviewed by the EAG. Feedback from the EAG is to be used to further refine the first draft Standards where appropriate prior to submitting to the NMBA and/or the RAC for approval for release for preliminary consultation.
- 4.2 The Vendor will also be required to prepare a discussion document to accompany the first draft Standards, for release for preliminary consultation.
- 4.3 Once reviewed and approved by the RAC and/or NMBA, AHPRA will release the discussion document and first draft Standards for preliminary consultation with identified key stakeholders in line with the AHPRA consultation guidelines, for a minimum of eight weeks.
- 4.4 The Vendors will review, analyse and incorporate the consultation responses into a second draft of the Standards, to be submitted to the EAG for review and feedback prior to the RAC and/or NMBA approving the second draft Standards for release for public consultation.

Public consultation

- 4.5 The public consultation phase will meet the minimum requirements of the AHPRA consultation guidelines – eight weeks. AHPRA will publicly release the discussion document and second draft Standards for public consultation and invite identified key stakeholders to provide written comments on the second draft Standards. The Vendor may also carry out additional consultation during this phase as agreed by NMBA and/or AHPRA.
- 4.6 The Vendors will review and analyse the consultation responses and incorporate them where appropriate into a revised third draft of the Standards.
5. The Vendors may also be required to participate in information sessions for key stakeholders for the purpose of enhancing stakeholder engagement with the draft Standards.
- 6. Validation phase**
- 6.1 Prior to the validation of the third draft of the Standards, the Standards are to be reviewed by the EAG which will provide feedback to be incorporated where appropriate into the third draft Standards. The Vendors are also expected to present to the EAG for approval, an observation tool for validation of the third draft Standards.
- 6.2 The Vendor is expected to validate the third draft Standards in a range of practice settings across a variety of geographical locations and practice areas by observing selected midwives in real time.
- 6.3 The final draft of the Standards is to be submitted to the EAG for review, and amendment where appropriate, prior to submission to the RAC for review, feedback and recommendation for approval. The final draft of the revised standards will then be submitted to the NMBA for approval.
7. A report from each of these phases will form the basis of the final report included with submission of the final Standards.

Activities excluded – not in scope:

- standards for practice for registered nurses, enrolled nurses, nurse practitioners
- re-entry to nursing and midwifery practice, and
- assessment of educational equivalence of internationally qualified nurses and midwives.

4. Deliverables

The deliverables/outputs of this procurement, including a project management plan with milestones, timelines and quality requirements, a communications plan and risk matrix at project initiation.

Other key deliverables include:

1. Draft *Midwife standards for practice*

The drafts will be of a quality standard and reflect the outcomes from a comprehensive literature review, interviews and/or focus groups with key stakeholders, and observations of midwives in geographically dispersed, varied practice settings. The draft Standards need to be of acceptable standard when submitted to the NMBA for release for preliminary and subsequent public consultations with stakeholders.

Feedback from the NMBA, RAC and EAG is to be incorporated where appropriate into the drafts of the revised Standards at each stage, including the final draft. A validation phase to align the new Standards with midwifery practice is to be included as part of this project.

The Vendors will also be required to ensure that the Standards align with the NMBA's standards for practice for enrolled nurses, registered nurses and nurse practitioners respectively.

2. Monthly project status reports in the format required by AHPRA.
3. Project phase reports on the literature review, initial observations, preliminary consultation, public consultation and validation phases.
4. The final report will be comprehensive and include the following based on deliverables:
 - 4.1 Results of the literature review
 - 4.2 Submission of observation and validation instruments and responsibility for National Ethics Application Form
 - 4.3 Methodology and findings from the research and views of the stakeholders from interviews and/or focus groups
 - 4.4 Results from initial observations of midwifery practice mapped to the current *National competency standards for the midwife* (2006)
 - 4.5 Analysis/synthesis between current *National competency standards for the midwife* (2006) and draft versions of *Midwife standards for practice*
 - 4.6 Reports and thematic analyses from the preliminary and public consultation phases
 - 4.7 Reports and thematic analyses from the validation phases.
5. A final report in a format suitable for publication on the NMBA website available in both MS Word and PDF formats.
6. Quality requirements are established by the RAC, the NMBA and the AHPRA project steering committee.
7. All reports that form the deliverables for this project must use AHPRA templates and editorial style guide and must be submitted in both MS Word and PDF formats.
8. The Vendors are to note that the timeline for this project will be impacted by the meeting schedules of the NMBA and the RAC. Documents will need to be submitted in time for review by key AHPRA staff and to meet the agenda deadlines of the NMBA and the RAC.

Although every effort will be made to accommodate unexpected contingencies, generally documents will need to be submitted well in advance of the relevant scheduled NMBA/RAC meeting date unless mutually agreed otherwise.

Key dates (indicative)

Contract commencement date	4 April 2016
1 st EAG meeting	24 April 2016 (approx.)
Project plan (timeline and communications plan) – attendance Registration and Accreditation Committee (RAC) meeting	11 April 2016 (docs required by AHPRA) RAC meeting 29 April 2016 for acceptance NMBA – 26 May 2016 for noting
Literature review, initial key stakeholder consultations/focus groups, discussion report and observation tools, for RAC and NMBA	14 June 2016 (docs required by AHPRA) RAC meeting– 1 July 2016 for acceptance NMBA meeting– 28 July 2016 for noting
Work based observations and interviews report and analysis against existing standards, evidence informing a 1 st draft Standards	Observations May to July 2016
2 nd meeting of EAG	26 July 2016 (approx.)
1st draft Standards for RAC review and recommendation for approval for preliminary consultation	8 August 2016 (docs required by AHPRA) RAC meeting– 26 August 2016
1st draft Standards for NMBA approval for preliminary consultation	15 September 2016 (docs required by AHPRA) NMBA meeting – 29 September 2016
1st draft Standards for preliminary consultation released for minimum 8 weeks	30 September 2016 to 25 November 2016
Revision of the 1 st draft Standards	25 November 2016 to 2 December 2016
3rd EAG meeting	2 December 2016 (approx.)
Submit 2nd draft Standards to RAC	6 December 2016 (docs required by AHPRA) RAC meeting – 16 December 2016
Amended 2nd draft Standards to NMBA for approval for release for public consultation	15 January 2017 NMBA meeting – 25 January 2017 (date TBC)
Release for public consultation (minimum 8 weeks)	27 January 2017 to 24 March 2017
Review and analysis to inform 3 rd draft Standards– for validation phase	24 March to 10 April 2017

4th EAG meeting	12 April 2017 (approx.)
Validation period	17 April 2017 to 22 May 2017
Review and analysis to inform final draft Standards	22 May 2017 to 5 June 2017
5 th EAG meeting – review of final draft Standards	17 June 2017 (approx.)
Final draft Standards and comprehensive report submitted to the RAC for recommendation for approval	10 July 2017 (docs required by AHPRA) RAC meeting- 28 July 2017 (TBC)
Final draft Standards and comprehensive report submitted to the NMBA	NMBA meeting– 24 August 2017 (TBC)
Project Closure report	31 August 2017
Contract Completion Date	31 August 2017

5. Evaluation of tenders

The following evaluation criteria will be used for the evaluation of all tenders and determination of the successful Vendor. Complying proposals will be assessed on a value for money basis. While proposals must specify a price for the relevant services, price is neither scored nor weighted.

All evaluation criteria are considered 'Vital' and therefore 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 procurement.

Vendors are to provide their response to the evaluation criteria below, by completing the tender response at Part D of this document.

Criterion #	Criterion name	Descriptor	Expected Vendor's response	Criterion weighted value
1	Understanding the <i>National competency standards for the midwife</i> (2006) in the context of the health professional regulatory system	Detailed knowledge and understanding of: <ul style="list-style-type: none"> the existing <i>National competency standards for the midwife</i> (2006) in relation to the purpose of the standards in the registration and accreditation process for midwives in Australia the NMBA's approach to standards for practice in the context of the National Registration and Accreditation Scheme. 	Vendor must demonstrate a strong understanding of the National Registration and Accreditation Scheme and where the current <i>National competency standards for the midwife</i> (2006) intersect with current midwifery practice.	Vital (3)
2.	Qualifications and experience of key staff	Appropriate and relevant capability (credentials and experience of at least five years) in research design and implementation to ensure scientific principles are applied to standards development. Factors include: <ul style="list-style-type: none"> demonstration of contemporary knowledge, experience and understanding of midwifery practice and education research experience that entails literature reviews, focus groups in diverse settings, obtaining ethics approvals and critical analysis and reporting on findings. 	Vendor must demonstrate experience in similar research work that has been delivered successfully, including the ability to reflect research findings into an easily accessible report with recommendations and sets of standards and have demonstrated contemporary knowledge and experience of midwifery practice and education.	Vital (3)
3.	Research methodology	The ability to clearly document and articulate the research methodology to be used and the rationale for the selection.	The Vendor's approach described must be valid, innovative and effective to ensure delivery of project outcomes and deliverables as specified.	Highly important (2)
4.	Proposed research organisation	Satisfactory financial, technical support and project management capability to fulfil the specifications of the project as reflected in a submitted work plan with achievable milestones /project outcomes and a proposed budget with fees payable schedule.	The Vendor is available to fulfil the requirements of the tender specification at the times specific and within the designated budget proposed.	Highly important (2)
5.	Communication and stakeholder engagement	Demonstrated experience and excellent track record of successfully engaging, motivating and communicating with a diverse range of stakeholders.	Vendor must be able to provide evidence of stakeholder engagement and a proposed draft high level communications plan.	Vital (3)

Evaluation and Scoring

Tenders will be evaluated against the criteria listed above, using 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

Weighting

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

Importance of criterion	Weighting
Vital	3
Highly important	2
Desirable	1

An initial evaluation may be used to shortlist proposals. Following shortlisting, one or more Vendors may be interviewed to provide clarification or further information. Shortlisted Vendors may be invited, as part of the evaluation process, to submit a Best and Final Offer in relation to all or certain aspects of their respective quotes.

All Vendors will be advised of the final outcome of the selection process.

Part C – Terms of tender

General Terms

The RFT process ('**RFT Process**') will be managed in accordance with the Terms set out below.

1. Application of these Terms

- a) All persons (whether or not they submit a Tender) having obtained or received this RFT may only use it, and the information contained in it, in compliance with these Terms.
- b) In addition to any other remedies available under law or contract, any failure to comply with these Terms will, in the absolute discretion of AHPRA, entitle it to disqualify any Vendor from the RFT process.

2. Vendor warranties

By submitting a Tender, a Vendor warrants that:

- a) it is a legal entity capable of entering into a contract with AHPRA;
- b) 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 employees, consultants or agents other than any statement, warranty or representation expressly contained in this RFT;
- c) it did not use the improper assistance of AHPRA employees or information unlawfully obtained from AHPRA in compiling its Tender;
- d) it has examined this RFT and any other documents referred to in it, and any other information made available in writing by AHPRA to Vendors for the purposes of submitting a Tender;
- e) 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;
- f) it has otherwise obtained all information and advice necessary for the preparation of its Tender;
- g) it has made proper allowance for all matters contained in or capable of inference from the information contained in this RFT or obtained as part of the RFT Process;
- h) it has made proper allowance for all matters which might impact upon the Vendor's ability to provide any goods or services, or both, covered by this RFT ('**Goods and Services**') or to provide the Goods and Services within any particular time, cost or quality constraints;
- i) it has, and will maintain, the necessary skill, qualification and experience to enable it to provide the Goods and Services in accordance with AHPRA's standard contract (set out in Attachment 1 to this RFT);
- j) it has, or will be able to obtain all the necessary consents, permits and authorities necessary in order for it to provide the Goods and Services;
- k) it will provide additional information in a timely manner as requested by AHPRA to clarify any matters contained in its Tender;
- l) it is satisfied as to the correctness and sufficiency of its Tender;
- m) it is not insolvent within the meaning of Section 95A of the Corporations Act 2001 (Cth) or otherwise and there is no unfulfilled or unsatisfied judgment or Court order outstanding against the Vendor;
- n) it has examined relevant statutory requirements and satisfied itself it is not participating in any anti-competitive, collusive, deceptive or misleading conduct in structuring and submitting the Tender;
- o) it has an Australian Business Number ('ABN') or an ABN is not required in relation to any proposed supply it will make in relation to this RFT; and
- p) it otherwise accepts and will comply with the rules set out in this RFT, including these Terms.

3. Vendor acknowledgements

The Vendor acknowledges and agrees that:

- a) it is responsible for all costs and expenses incurred in connection with the preparation and lodgement of its Tender, any subsequent negotiation and any future process connected with or relating to the RFT Process; and
- b) AHPRA shall not be liable for any claim in respect of any cost, expense, loss or damage on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Vendor's participation in the RFT Process, including, without limitation, instances where:
 - i. the Vendor is not engaged to perform under any contract; or
 - ii. AHPRA exercises any rights under this RFT or at law.

4. Conflict of interest

A Vendor must not, and must ensure that its employees, consultants do not place themselves in a position that may or does give rise to actual, potential or perceived conflict between the Vendor's and AHPRA's interests during the RFT Process.

Vendors must declare to AHPRA any matter or issue which is, or may be, reasonably perceived to be, or may lead to a conflict of interest in relation to any contract that may result from this RFT. Vendors must describe a strategy so that any conflict of interest will be avoided.

If a conflict of interest arises, or is likely to arise, after the Vendor submits a Tender, the Vendor must notify the AHPRA contact specified in this RFT as soon as practicable.

5. AHPRA's rights

Notwithstanding anything else in this RFT, 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 RFT Process;
- b) alter the structure and/or timing of this RFT or the RFT Process;
- c) vary or extend any time or date specified in this RFT for all or any Vendors or other persons;
- d) terminate the participation of any Vendor or any other person in the RFT Process;
- e) require additional information or clarification from any Vendor or any other person or provide additional information or clarification;
- f) require a Vendor to demonstrate its financial stability and its ability to remain a viable supplier of the relevant goods or services over the term of any proposed contract;
- g) engage a third party to assess a Vendor's financial, technical, planning and other resource capability;
- h) contact a Vendor's referees directly and without notifying the Vendor;
- i) negotiate with any one or more Vendors and allow any Vendor to alter its Tender;
- j) accept Tenders from one or more Vendors in relation to some but not all of the scope of the activity described in the Specification;
- k) consider more than one Tender from a single Vendor (and such alternative proposals must be clearly marked 'Alternative Proposal');
- l) consider and accept any Alternative Proposal;
- m) call for new Tenders;
- n) reject any Tender received after the Closing Time;
- o) reject any Tender, including the lowest priced Tender; and

- p) reject any Tender that does not comply with the requirements of this RFT.

6. RFT Details

6.1 Status of RFT

This RFT is not an offer. This RFT is an invitation for Vendors to submit a Tender for the provision of the Goods and Services set out in the Specification.

This RFT must not be construed, interpreted or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person or as creating any form of contractual, promissory, restitutionary or other rights.

No binding contract (including a process contract) or other understanding (including any form of contractual, promissory, restitutionary or other rights) for the supply of the Goods and Services will exist between AHPRA and any Vendor unless and until AHPRA has signed a formal written contract with a Vendor.

6.2 Accuracy of RFT

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 this RFT and AHPRA will not be liable for any omission from this RFT.

AHPRA makes no representations or warranties that the content in this RFT or any part of it or any information communicated to or provided to Vendors during the RFT Process is, or will be, accurate, current or complete. AHPRA and its employees, consultants or agents will not be liable with respect to any information communicated or provided which is not accurate, current or complete.

If a Vendor finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by AHPRA (other than minor clerical matters), the Vendor must promptly notify AHPRA through the AHPRA contact specified in this RFT in writing of such discrepancy, ambiguity, error or inconsistency to give AHPRA an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by AHPRA will, if possible, be corrected by AHPRA and provided (or the proper information made available) to all Vendors without attribution to the Vendor that provided the notice.

6.3 Additions and amendments to RFT

AHPRA reserves the right to change any information in, remove, or to issue addenda to, this RFT. AHPRA and its employees, consultants and agents will not be liable in connection with either the exercise of, or failure to exercise, this right.

If AHPRA exercises its right to change information under this clause 6.3, it may seek amended Tenders from all Vendors.

6.4 Representations

No representation made by or on behalf of AHPRA in relation to this RFT (or its subject matter) will be binding on AHPRA unless that representation is expressly incorporated into any contract(s) ultimately executed by AHPRA and a Vendor.

6.5 Confidentiality of AHPRA information

All persons (including Vendors) obtaining or receiving this RFT and any other information provided by AHPRA in connection with this RFT or the RFT Process must:

- (a) keep the contents of this RFT and such other information confidential;
- (b) not disclose or use this RFT or such other information except as required for the purpose of developing a Tender or to provide the Goods or Services specified in this RFT; and
- (c) securely destroy copies of the RFT and such other information when advised of the outcome of the RFT or after supply of the Goods or Services, unless required by law to retain it.

6.6 Confidentiality of Tenders

AHPRA will treat Tenders as confidential and will not disclose the contents of a Tender except:

- (d) as required by law (including, for the avoidance of doubt, as required by the Freedom of Information Act 1982 (Cth));

- (e) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction; or
- (f) to consultants or advisers to AHPRA engaged to assist with the RFT Process.

6.7 Vendors to ensure their personnel comply with this RFT

Vendors must ensure that any employee, agent or contractor, or any other person to whom it discloses this RFT and any documents issued in relation to it will, in relation to the use of, return of and liability for that material, be bound by the same terms (or terms to the same effect) as those set out in these Terms and Conditions.

6.8 Licence to use the RFT and Intellectual Property Rights in the RFT

Persons obtaining or receiving this RFT and any other documents issued in relation to the RFT Process may use and copy this RFT and such documents only for the purpose of preparing a Tender or to provide the Goods and Services.

Such Intellectual Property Rights as may exist in this RFT and any other documents provided to Vendors by or on behalf of AHPRA in connection with the RFT Process are owned by (and will remain the property of) AHPRA except to the extent expressly provided otherwise.

6.9 Ownership and use of Tenders

All Tenders and any accompanying documents become the property of AHPRA. Vendors will retain all intellectual property rights contained in a Tender. However, by submitting a Tender, a Vendor licenses AHPRA to reproduce and use the Tender for the purpose of evaluating it.

6.10 AHPRA's reporting requirements

Vendors acknowledge that AHPRA is subject to legislative and administrative accountability and disclosure requirements. Without limiting AHPRA's right to disclose information about any contract awarded, AHPRA may publicly disclose the supplier's name and a range of details about the contract, including contract value. Vendors should also note that the Freedom of Information Act 1982 (Cth) applies to AHPRA.

6.11 No lobbying etc.

Vendors must not communicate with, or seek assistance from, AHPRA staff, Board members, or Agency Management Committee members regarding this RFT, except as expressly provided for in this RFT. Where a Vendor is an existing supplier to AHPRA, day to day communications may continue in accordance with any current agreement, however no aspect of this RFT may be discussed.

Vendors must not engage in any activities that may be perceived as, or that may have the effect of, influencing the outcome of the RFT Process in any way. Improper communications may be grounds for disqualifying a Vendor.

6.12 Vendors must notify probity problems

Should any Vendor consider that the RFT process has failed to accord it fair right to be considered as a successful Vendor or that it has been prejudiced by any breach of these Terms and Conditions or other relevant principle affecting the bids or their evaluation, the Vendor must notify AHPRA immediately of the alleged failure or breach to the Contact Person. Notification must set out the issues in dispute, the impact on the Vendor's interests, any relevant background information and the outcome desired.

6.13 No dumping of goods

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

6.14 Tenders must not be conditional

A Vendor's Tender must not be conditional on:

- (a) board approval of the Vendor or any related body corporate being obtained;
- (b) the Vendor conducting due diligence or any other enquiry;
- (c) the Vendor (or anyone else) obtaining any regulatory approval or consent; or
- (d) the Vendor obtaining the consent or approval of any third party.

6.15 Notification of unsuccessful Vendors

AHPRA will notify unsuccessful Vendors of the final decision and unsuccessful Vendors may ask for a debriefing following the award of a contract.

6.16 Continuing obligations

The obligations of the Vendor under this clause 6 survive the termination or expiration of the agreement constituted by these Terms.

7. Illegible or incomplete Tenders

AHPRA may at its sole discretion:

- (a) disqualify incomplete or illegible Tenders or evaluate them solely on the legible information provided, and AHPRA is under no obligation to seek clarification or further information from a Vendor;
- (b) permit a Vendor to correct an unintentional error in a Tender where that error becomes apparent after Closing Time, but not if AHPRA considers the correction would materially alter the substance of the Tender.

8. Obligation to notify errors

If a Vendor becomes aware of an error in its Tender, it must promptly notify AHPRA of this.

9. Governing Law

This RFT is governed by the laws of Victoria.

10 Evaluation Process

Short-listing: tenders will be evaluated against the indicated criteria. An initial evaluation will be used to short-list proposals. Vendors not short-listed may be notified in writing at this stage that their tender has been unsuccessful.

Interviews: Following short-listing, one or more Vendors may be approached to make a presentation to and be interviewed by the Evaluation Panel to provide clarification or further information.

Best and final offers: Vendors 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').

Notification of final outcome: All Vendors may be advised in writing of the final outcome of the tender evaluation, including the identity of the successful Vendor.

Acceptance: Non complying tenders may be rejected. AHPRA may not accept the lowest priced tender and may not accept any tender.

11 Format of Tender Response

A Tender Response is included at Part D of this document. Vendors must address their responses to the specifications (specifically those set out in the Evaluation Criteria) and will be assessed against the Evaluation Criteria. The Tender Response is structured to reflect the information requirements of this tender and Vendors are advised to use the Tender Response in preparation of their tenders.

12 AHPRA prefers a single provider

AHPRA's preference is to deal with a single Vendor. However, AHPRA may agree to more than one entity being used in the supply of Goods and Services (e.g. by the use of subcontractors), provided the Vendor is the lead supplier who is ultimately responsible for delivery of the required Goods and Services in accordance with its contract with AHPRA.

13 Form and Application of Agreement

The successful Vendor will be required to enter into AHPRA's template contract, a copy of which is at Attachment 1.

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 form AHPRA ICT agreement.

The successful Vendor will be required to comply with appropriate statutory document retention practices, which may include long-term storage of electronic and hard copy documents for up to 25 years.

14 Statement of Departures

Vendors must state in their tenders that either:

- there are no departures from the specification (Part B) of this document (including the Evaluation Criteria); or,
- where there are departures, submit with their tender a tabulated statement detailing the departures in the format set out in Part D.

Vendors must also submit a tabulated statement (in the format specified in Part D of this RFT), with numbering corresponding to the relevant clauses of the proposed contract, detailing any non-compliance with the proposed contract.

In particular, Vendors must state whether they will not comply, or will comply only subject to conditions, with the terms of the proposed contract. Full details of any non-compliance (including the nature of the non-compliance and any reason for it) must be stated in the space provided in the table, together with any amendments that would render the provision acceptable to the Vendor. No response is required regarding a clause if the Vendor will comply with that clause. Only those clauses the Vendor will not comply with, or will comply with subject to conditions should be noted in the tabulated statement.

AHPRA is prepared to contemplate minor variations or departures from the proposed contract. However, Vendors should note that significant or substantial variations or departures may not be viewed favourably unless the Vendor is able to demonstrate the necessity for such variation or departures.

AHPRA will assume that a Vendor is able to and will, in fact, comply with the proposed contract in all respects unless the Vendor expressly states otherwise. Failure to notify AHPRA of any non-compliance may result in a tender being disregarded.

For the purpose of this clause 14:

- a) **complies** means that the Vendor accepts the contractual provision in every respect, including the wording of the provision;
- b) **will comply subject to conditions** means the Vendor will comply with the relevant contractual provision, subject to certain specified conditions;
- c) **will not comply** means that the Vendor does not accept the contractual provision.

15 Lodgement of Proposals

Tenders must be e-mailed to the following address: tenders@ahpra.gov.au

Complete tenders must be received at the above e-mail address by precisely **1400 Friday 12 February 2016..**

The closing time of 1400 is defined as 1400 Australian Eastern Standard Time, or 1400 Australian Eastern Daylight Time (as relevant), 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 Vendors.

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 Project Manager for this tender (see par 2 of Part A for details) well in advance of the closing date to make the necessary arrangements for hand delivery.

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 Contact Officer will promptly inform a Vendor 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.

Proposals delivered by the Vendors 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 Vendors.

Proposals must be signed and dated by an authorised officer of the Vendor.

All proposals must be in the English language.

Proposals will be opened after 14:00 on the closing date of tenders and notification of receipt will be forwarded to each Vendor.

16. Requests for Further Information

Clarification of Processes

Prospective Vendors may contact Bronwyn Benn, Property and Procurement Manager on +61 03 8708 9188 or bronwyn.benn@ahpra.gov.au to clarify matters relating to the tender process. Verbal explanations or instructions given to prospective Vendors prior to the acceptance of a proposal shall not bind AHPRA.

Clarification of Tender Specification or Additional Information

Requests for clarification of tender specifications or additional information regarding the Service, marked "confidential", must be made in writing via email.

Address such requests to nmbafeedback@hpra.gov.au, marked to the attention of Petrina Halloran, Policy Manager, Nursing and Midwifery.

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.

Except where AHPRA is of the opinion that issues raised apply only to an individual Vendor, answers provided by AHPRA to Vendor 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.

Additional Information Required by AHPRA

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.

The name and telephone number of an officer or employee of the Vendor capable of clarifying technical and commercial aspects of the proposal must be provided.

AHPRA may invite some or all Vendors 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 Vendors.

In addition to presentations, AHPRA may request some or all Vendors to:

- conduct a site visit;
- provide references; and/or
- make themselves available for Panel interviews.

References

In their tender response Vendors must nominate and provide contact details of at least two referees whose organisations have been supplied with services similar to those requested in this document, and of whom AHPRA staff considering proposals may make inquiries to assist in establishing the suitability of any item or service tendered.

Negotiations and Best and Final Offers

AHPRA is under no obligation to conduct any negotiations with Vendors.

After shortlisting, AHPRA may elect to engage in detailed discussions and negotiations with one or more Vendors, with a view to maximising the benefits of the tenders submitted.

As part of this negotiation process, AHPRA may request such a Vendor to improve one or more aspects of their tender, including any technical, financial, corporate or legal components.

Vendors or, where the tendering process involves a shortlisting process, shortlisted Vendors, may be invited by AHPRA to submit a best and final offer in relation to all or certain aspects of their respective tenders.

AHPRA is under no obligation to give a Vendor the opportunity to submit a best and final offer. If AHPRA chooses to give a Vendor 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.

Notwithstanding the possibility that AHPRA may give a Vendor the opportunity to submit a best and final offer, a Vendor should be aware that AHPRA will, in conducting its evaluation of tenders, rely on all information (including all representations) contained in such tenders. Vendors are therefore encouraged to submit their best and final offers in the first instance.

17 Reservations

Negotiation

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

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

AHPRA is under no obligation to appoint a successful Vendor or Vendors (as the case may be), or to enter into a contract with a successful Vendor 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 best interests of AHPRA or the National Boards. 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 Vendors (successful and unsuccessful). Attendance at this debriefing session is optional.

18 General Conditions of Response

The Vendor's Response (in the format set out in Part D) must be signed by an authorised officer of the Vendor.

Part D – Tender response schedule

1. Vendor details

Vendors are to complete Parts 1 to 5 of the tender response.

Vendor Organisation

Full legal name	
Trading name	
Entity status (e.g.: 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 Vendor / experience

Range of services currently delivered	
Years of operation in this capacity	

Financial capability

<p>Vendors 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. If the answer to any of the following questions is yes, provide an explanation.</p> <p>Note that AHPRA undertakes to treat any information provided as confidential.</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 Vendor?	
(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 Vendor, its parent or associated entities or any director of the Vendor, 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 Vendor, its parent or associated entities, or has there been within the past five years?	
(e) Are there any de-registration actions against the Vendor, 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 Vendor, its parent or associated entities on foot, or have there been any within the past five years?	
(g) Is the Vendor, 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 Vendor to provide the goods or services contemplated by this RFT?	
(h) Are there any other factors which could adversely impact on the financial ability of the Vendor to successfully perform the obligations contemplated by this RFT?	
(i) Is the Vendor 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, Vendors 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 Vendors are financially viable and have the financial capability to provide the goods 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
• 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	

2. 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	

3. Evaluation criteria

Evaluation criteria – Overview (For Vendor's information only)

Delete the following prior to submission of your tender response

Vendors 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', Vendors 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
- Vendor 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 Vendor or other agencies, suppliers or providers
- data collection and analysis arrangements
- staff management and development.

Response to evaluation criteria

Your response against the Evaluation Criteria must be included below.

Note: Vendors may rely on the information they have already provided in the previous tables in relation to any criterion if the Vendor regards such information as satisfactorily addressing the relevant criterion. If this is done, it should be noted against the relevant criterion.

Criterion #	Criterion name	Descriptor	Expected Vendor's response	Criterion weighted value
1	Understanding the <i>National competency standards for the midwife</i> (2006) in the context of the health professional regulatory system	Detailed knowledge and understanding of: <ul style="list-style-type: none"> the existing <i>National competency standards for the midwife</i> (2006) in relation to the purpose of the standards in the registration and accreditation process for midwives in Australia the NMBA's approach to standards for performance in the context of the National Registration and Accreditation Scheme. 	Vendor must demonstrate a strong understanding of the National Registration and Accreditation Scheme and where the <i>National competency standards for the midwife</i> (2006) intersect with current midwifery practice.	Vital (3)
Your response to this criterion:				
2.	Qualifications and experience of staff	Appropriate and relevant capability (credentials and experience of at least 5 years) in research design and implementation to ensure scientific principles are applied to standards development. Factors include: <ul style="list-style-type: none"> demonstration of contemporary knowledge, experience and understanding of midwifery practice and education research experience that entails literature reviews, focus groups in diverse settings, obtaining ethics approvals and critical analysis and reporting on findings. 	Vendor must demonstrate experience in similar research work that has been delivered successfully, including the ability to reflect research findings into an easily accessible report with recommendations and sets of standards and have demonstrated contemporary knowledge and experience of midwifery practice and education.	Vital (3)
Your response to this criterion:				

3.	Research methodology	The ability to clearly document and articulate the research methodology to be used and the rationale for the selection.	The Vendor's approach described must be valid, innovative and effective to ensure delivery of project outcomes and deliverables as specified.	Highly important (2)
Your response to this criterion:				
4.	Proposed research organisation	Satisfactory financial, technical support and project management capability to fulfil the specifications of the project as reflected in a submitted work plan with achievable milestones /project outcomes and a proposed budget with fees payable schedule.	The Vendor is available to fulfil the requirements of the tender specification at the times specific and within the designated budget proposed.	Highly important (2)
Your response to this criterion:				
5.	Communication and stakeholder engagement	Demonstrated experience and excellent track record of successfully engaging, motivating and communicating with a diverse range of stakeholders.	Vendor must be able to provide evidence of stakeholder engagement and a proposed draft high level communications plan.	Vital (3)
Your response to this criterion:				

Compliance with proposed Contract

A Vendor must provide a tabulated statement showing clearly, and in order of the relevant clauses its level of compliance with the proposed AHRPA Contract (Attachment 1 to this RFT). (Refer to clause 14 of the Conditions of Tender for further instructions).

Note: No response is required regarding a particular clause if the Vendor will comply with that clause.

Clause number	Compliance Statement	Explanation/Comment

Responses need to state one of the following:

- Will comply subject to conditions – Vendors should state the applicable conditions and the reason why those conditions are applicable; and
- Will not comply – Vendors should state the reasons for non-compliance.

In both cases, the nature and extent of the non-compliance must be clearly stated, together with any proposed amendments that would make the relevant clause acceptable to the Vendor.

Price/Cost of proposal

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

All prices shall be fixed for at least 90 days from the date of submission of tenders. Vendors 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	
Item			Cost (\$)
Research			
Establishment costs (itemise components)			
Project Manager	Rate \$	Days/Hours	
Project Staff #1	Rate \$	Days/Hours	
Administration costs			
Management costs			
Infrastructure costs			
Equipment costs			
Other			
Subtotal: Total cost for research			
Observations			
Establishment costs (itemise components)			
Project Manager	Project Manager	Project Manager	
Project Staff #1	Project Staff #1	Project Staff #1	
Administration costs			
Management costs			
Infrastructure costs			
Equipment costs			

Other			
Subtotal: Total cost for observation			
Consultation and validation			
Establishment Costs (itemise components)			
Project Manager	Rate \$	Days/Hours	
Project Staff #1	Rate \$	Days/Hours	
Administration costs			
Management costs			
Infrastructure costs			
Equipment costs			
Other			
Subtotal: Total charge for consultation and validation			
Total charge (GST inclusive)			\$

4. 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 Vendors.

Non-disclosure of contract provisions must be justified under the principles for exemption within the Freedom of Information legislation applying in the particular State or Territory, 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

5. Acceptance of terms and conditions

An authorised officer of the Vendor must signify acceptance of the terms and conditions under which the tender is advertised, including the warranties given by the Vendor in section headed “Vendor 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 Vendor.

Vendors must indicate their understanding and acceptance of each part of this tender document, including the attached AHPRA standard form of agreement, by signing or initialling in the table below. Where any part of this tender is not understood or accepted, Vendors 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 Vendors		
Part B: Tender specifications		
Part C: Conditions of tender		
Part D: Tender response schedules		
Attachment 1: Standard AHPRA Agreement		

Endorsement	
Signature of authorised officer for Vendor	
Name of authorised officer	
Title/Office held	
Date	

ATTACHMENT 1 – Template Contract enclosed with this RFT.'