



Australian Government
Department of Health

DEED OF STANDING OFFER

(Number: **[Insert Deed of Standing Offer number]**)

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Department of Health
ABN 83 605 426 759

and

[Insert name of Supplier]
ABN [Insert number]

in relation to the supply of Product for
the Australian Government's Insulin Pump Programme (IPP)

RFT ABN 83
Deed of
Standing
Offer

This Deed is made between the

COMMONWEALTH OF AUSTRALIA for the purposes of this Deed represented by and acting through the **Department of Health** ABN 83 605 426 759

and

[Insert full legal name and registered address of the Supplier] ABN **[insert]** ('the Supplier')

RECITALS

- A. The Commonwealth provides funding under the *Australian Government's Insulin Pump Programme (IPP)* for the supply of insulin pumps and associated consumables to eligible applicants, being young people under the age of 18 with type 1 diabetes who do not have access to other means of reimbursement, such as private health insurance.
- B. Under the IPP, the Administrators arrange for the acquisition and supply of insulin pumps and associated consumables from time to time to eligible IPP applicants.
- C. The Supplier has fully informed itself on all aspects of the Participants' requirements and has submitted a tender in response to the Commonwealth's request for tender entitled *Request for Tender for the Establishment of a Panel of Suppliers of Specified Products under the Australian Government's Insulin Pump Programme (IPP) Reference: Health 038/1516*.
- D. The Parties have agreed upon the terms and conditions under which the Supplier may enter into contracts with Administrators for the supply of Product as part of the IPP.
- E. The Supplier is one of a number of panel suppliers approved to supply insulin pumps and associated consumables under the IPP.

OPERATIVE PART

1. INTERPRETATION

- 1.1 In this Deed and any Contract, unless the contrary intention appears:

'Administrator' means a Nominated Administrator that becomes a Party to this Deed by delivering a signed Deed of Inclusion to the Department;

'Business Day' means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

'Commencement Date' means the date specified as such in Item 2 of Schedule 1;

'Commonwealth' means the Commonwealth of Australia;

'Commonwealth Entity' has the same meaning as in section 8 of the *Public Governance, Performance and Accountability Act 2013*;

'Confidential Information' means information that:

- (a) is by its nature confidential;
- (b) is designated by a Participant as confidential; or
- (c) the Supplier knows or ought to know is confidential;

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Deed or a Contract or by any other unlawful means;

(e) is in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from a Participant; or

(f) has been independently developed or acquired by the Supplier;

'Contract' means a contract created pursuant to clause 6 between the Supplier and an Administrator in relation to the supply and delivery of Ordered Product;

'Deed Liaison Officer' means a person specified as such by name or position in Item 1 of Schedule 1, or in a Deed of Inclusion, or any substitute notified in writing by a Party to the other Parties to this Deed from time to time;

'Deed of Inclusion' means a deed poll given by a Nominated Administrator to the Department substantially in the form of Schedule 4;

'Department' means the Commonwealth as represented by the Department of Health and includes any Commonwealth Entity that is from time to time responsible for the administration of this Deed;

'End Date' means the later of the Initial End Date and the Extension Date (if any);

'Extension Date' means the date to which this Deed may be extended by the Department as specified in Item 4 of Schedule 1;

'Initial End Date' means the date specified in Item 3 of Schedule 1;

'Intellectual Property' includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered and unregistered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

'IPP' means the *Australian Government's Insulin Pump Programme* for the supply of insulin pumps and associated consumables to eligible applicants, being young people under the age of 18 with type 1 diabetes who do not have access to other means of reimbursement, such as private health insurance (as amended or updated by the Department from time to time);

'IPP Panel' means the panel referred to in Recital E.

'Law' means any applicable statute, regulation, by-law, ordinance, subordinate legislation or non-statutory instrument in force from time to time anywhere in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law as applicable from time to time;

'Material' means documents, records, equipment, software (including source code and object code), goods, images, information and data stored by any means including all copies and extracts of the same;

'Nominated Administrator' means [insert name of Nominated Administrator] or any such other person(s) nominated by the Department from time to time to coordinate and administer purchases of relevant Products under the IPP Panel on behalf of eligible applicants;

'Order' has the meaning given in clause 6.1;

'Ordered Product' means Product specified in an Order;

'Party' means the Department, an Administrator or the Supplier (as applicable);

'Participant' means the Department or any Administrator;

'Personal Information' has the meaning given in the *Privacy Act 1988*;

'Privacy Commissioner' means any of the information officers appointed under the *Australian Information Commissioner Act 2010* when performing the 'privacy functions' as defined in that Act;

'Product' means such of the products and related goods and services specified in Schedule 2;

'Product Material' means all Material:

- (a) created for the purposes of a Contract;
- (b) provided or required under a Contract to be provided to an Administrator as part of the Ordered Product; or
- (c) derived at any time from the Material referred to in paragraphs (a) or (b);

including the Product Material described in the Order but excludes Participant Material;

'Standard Delivery Period' means the period specified in Item 5 of Schedule 1;

'Supplier Personnel' means:

- (a) officers, employees, agents or subcontractors of the Supplier; and
- (b) officers, employees, agents or subcontractors of the Supplier's subcontractors, engaged in the supply and delivery of Ordered Product;

'Tender' means the Supplier's tender response referred to in Recital C;

'Term' means the term of this Deed, being the period from the Commencement Date to the End Date; and

'Urgent Delivery' means a period for delivery of Product that is less than the Standard Delivery Period as requested by the Administrator and agreed by the Supplier under clause 6.3.

1.2 In this Deed and any Contract, unless the contrary intention appears:

- (a) words in the singular include the plural and words in the plural include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) clause headings are inserted for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (e) all references to dollars are to Australian dollars;
- (f) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (g) any uncertainty or ambiguity in the meaning of a provision will not be interpreted against a Party just because that Party prepared the provision;
- (h) a reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth as amended from time to time;
- (i) a reference to the word 'including' in any form is not to be construed or interpreted as a word of limitation; and
- (j) references to clauses are to clauses in this Deed or a resulting Contract (as applicable), references to 'Items' are to Items in the Schedule to this Deed,

references to a 'Schedule' is to a Schedule to this Deed and references to annexures or attachments are references to documents attached to this Deed.

- 1.3 If any conflict arises between the terms and conditions contained in this Deed and its Schedules and a Contract, then the Deed and its Schedules will prevail.
- 1.4 This Deed and each Contract records the entire agreement between the Parties in relation to their subject matter.
- 1.5 No variation of this Deed is binding unless it is agreed in writing between the Department, each of the Administrators and the Supplier. No variation of a Contract is binding unless it is agreed in writing between the Supplier and the Administrator who is a party to it.
- 1.6 Any reading down or severance of a particular provision does not affect the other provisions of this Deed or a Contract.
- 1.7 A waiver of any provision of this Deed or a Contract must be in writing.
- 1.8 No waiver of a term or condition of this Deed or a Contract will operate as a waiver of another breach of the same or of any other term or condition contained in this Deed.
- 1.9 If a Party does not exercise, or delays in exercising, any of its rights under this Deed, a Contract or at Law, that failure or delay does not operate as a waiver of those rights.
- 1.10 A single or partial exercise by a Party of any of its rights under this Deed, a Contract or at Law does not prevent the further exercise of any right.
- 1.11 The Supplier must not assign or transfer its rights or obligations under this Deed without prior approval in writing from the Department. The Supplier must not assign or transfer its rights or obligations under a Contract without prior approval in writing from the Administrator who is a party to it.
- 1.12 The Supplier agrees not to consult with any other person for the purposes of entering into an arrangement that will require novation of this Deed without first consulting the Department.
- 1.13 The laws of the Australian Capital Territory apply to this Deed and the Contracts formed under it. The Parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect of any dispute under this Deed or a Contract.
- 1.14 This Deed may be executed in counterparts.
- 1.15 Each Participant may exercise its right independently of each other Participant and the acts or omissions of one Participant do not affect the rights of, and do not place any obligation on, any other Participant.

2. TERM OF DEED

- 2.1 This Deed commences on the Commencement Date and continues in force until the Initial End Date unless terminated earlier or extended in accordance with clause 2.2.
- 2.2 The Department may extend the Term for a further period ending no later than the Extension Date, by notice in writing delivered to the Supplier not less than 5 days before the Initial End Date. Any extension will be on the same terms and conditions, and cover the same Product, as set out in this Deed.
- 2.3 On termination or expiration of this Deed, any Contract formed prior to expiration or termination of this Deed will immediately terminate if the Ordered Product to be supplied under that Contract has not then been despatched by the Supplier to the relevant delivery address.

3. STANDING OFFER

By executing this Deed, the Supplier:

- (a) makes an irrevocable standing offer to supply and deliver Product to each Administrator on the terms and conditions set out in this Deed; and
- (b) undertakes to have enough Product on hand to enable it to deliver all Ordered Product within the Standard Delivery Period, during the Term.

4. PARTICIPANTS NOT BOUND TO ORDER FROM SUPPLIER

The Participants:

- (a) are not obliged to place any Order with the Supplier or to request any volume of Product from the Supplier; and
- (b) may at any time purchase or acquire goods and related services the same as, or similar to, the Product and related services of the kind described in this Deed from another service provider on the IPP Panel on such terms and conditions as the Participant wishes.

5. NOMINATED ADMINISTRATORS

- 5.1 The Supplier acknowledges that where a Nominated Administrator executes and delivers a Deed of Inclusion to the Department at any time during the Term, that Nominated Administrator will become an Administrator for the purposes of, and a Party to, this Deed from the date the Department receives that Deed of Inclusion.
- 5.2 The Department will notify the Supplier's Deed Liaison Officer if it receives an executed Deed of Inclusion from a Nominated Administrator.

6. FORMATION OF CONTRACTS

- 6.1 An Administrator may, during the Term, issue an order (**Order**) to the Supplier for the supply and delivery of Product. Orders issued by an Administrator will specify:
 - (a) the Product the Administrator requires be supplied and delivered by the Supplier;
 - (b) the address to which the Ordered Product must be delivered;
 - (c) where an Urgent Delivery has been agreed by the Supplier under clause 6.3, that applicable urgent delivery period; and
 - (d) any other information the Administrator deems relevant to the Order.
- 6.2 The Administrators will endeavour to place Orders in writing or using the Supplier's online ordering systems, but may place Orders by telephone.
- 6.3 An Administrator may (but is not obliged to) contact the Supplier to enquire about an Urgent Delivery in relation to a proposed Order. The Supplier must respond to any such enquiry in writing on the same Business Day that the enquiry is made (or where the enquiry is made after 4 pm in the Australian jurisdiction where the Supplier is located, as soon as is practicable on the next Business Day). Where the Supplier is able to provide Urgent Delivery, the Supplier will include the following details when responding in writing to the Administrator:
 - (a) its agreement to the Urgent Delivery for the proposed Order;
 - (b) the alternative delivery date and time for the proposed Order Product; and
 - (c) (any) additional direct costs payable by the Administrator associated with Urgent Delivery.

- 6.4 Subject to clause 6.5, an Administrator accepts the Supplier's standing offer in clause 3(a), and a Contract to supply and deliver Ordered Product is formed between that Administrator and the Supplier, when (and only when) the Administrator issues an Order to the Supplier. The Contract is formed without the need for the Administrator and the Supplier to take any further action, including executing further documents.
- 6.5 The Supplier is not obliged to deliver Ordered Product where the Administrator who issued the Order comes under one of the forms of external administrator referred to in chapter 5 of the *Corporations Act 2001*, or an order has been made for the purpose of placing the Administrator under external administration.
- 6.6 The Supplier must acknowledge in writing receipt of an Order to the Administrator who issued the Order within 1 Business Day of receipt by the Supplier of that Order.
- 6.7 The terms and conditions of the Contract formed between an Administrator and the Supplier upon delivery of an Order by that Administrator to the Supplier under clause 6.4 are:
- (a) the terms and conditions specified in clauses 7, 8 and 9 of this Deed (**Agreed Terms**); and
 - (b) the relevant Order,
- and to the extent of any inconsistency between the Agreed Terms and the relevant Order, the Agreed Terms will prevail over the relevant Order to the extent of the inconsistency. Any Supplier terms and conditions ordinarily applying to the supply of Product are expressly excluded and will not form part of any Contract between an Administrator and the Supplier.

7. DELIVERY OF ORDERED PRODUCT

7.1 The Supplier warrants to each Participant that:

- (a) the Supplier has the right to sell and transfer title to and property in the Ordered Product;
- (b) upon delivery of Ordered Product to the delivery address specified in the Order, it transfers good and unencumbered title to such Ordered Product; and
- (c) the Ordered Product, when delivered under a Contract will:
 - (i) be new;
 - (ii) be fit for the purpose for which such products are ordinarily used;
 - (iii) conform to the description, model number and the sample (if any) provided by the Supplier to the Department prior to the Commencement Date;
 - (iv) be free from defects; and
 - (v) be of merchantable quality and comply with all applicable Laws and standards.

7.2 The Supplier agrees:

- (a) to deliver the Ordered Product to the delivery address specified in the Order at its cost and within the Standard Delivery Period (or, in the case of Urgent Delivery, within the shorter delivery period and at the additional cost specified in the relevant Order), in relation to which time is of the essence; and
- (b) to deliver the Ordered Product with due care and skill and in accordance with relevant best practice.

7.3 The Supplier must:

- (a) as a precondition to being entitled to payment for the relevant Ordered Product, immediately replace any Order Product that, prior to payment, is found to have defects or is not of merchantable quality; and
- (b) ensure that each end-user of Ordered Product (which will not be an Administrator) has the benefit of the more advantageous to that end-user of:
 - (i) the manufacturer's warranty described in Schedule 2 (if any); or
 - (ii) the standard manufacturer's warranty applicable to the Ordered Product as at the date of delivery of the Ordered Product.

7.4 The Supplier agrees to be fully responsible for the supply and delivery of Ordered Product and for ensuring compliance with the requirements of each Contract, and will not be relieved of that responsibility because of any:

- (a) involvement by an Administrator in the supply and delivery of the Ordered Product;
- (b) payment made to the Supplier on account of the Ordered Product; or
- (c) subcontracting of the supply and delivery of the Ordered Product.

8. FEES, INVOICING AND PAYMENT

8.1 The fees due to the Supplier for delivering the Ordered Product will be calculated in accordance with Schedule 3.

8.2 The Supplier may invoice an Administrator for Ordered Product that has been delivered in accordance with clause 7.

8.3 An Administrator will pay the Supplier within [30] days after receipt of a correctly rendered invoice. For the purposes of this clause 8.3 an invoice is correctly rendered if it:

- (a) is correctly addressed and calculated in accordance with Schedule 3;
- (b) relates only to supplies that have been delivered to an Administrator in accordance with the relevant Contract; and
- (c) is a valid tax invoice in accordance with *A New Tax System (Goods and Services Tax) Act 1999*.

8.4 An Administrator will be entitled, in addition to any other right it may have, to withhold any payment of fees until the Supplier has delivered the Ordered Product to which the payment relates to the satisfaction of that Administrator.

9. TAXES

9.1 Except as provided by this clause 9, the Supplier agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with this Deed and any Contract.

9.2 The provisions of this clause 9 in respect of GST apply where the Supplier is registered, or is required to be registered for GST.

9.3 The goods, services and other supplies made by the Supplier under a Contract are 'taxable supplies' within the meaning of the GST Law.

9.4 The Supplier will issue an Administrator with a 'tax invoice' in accordance with the GST Act together with, or as a part of, each invoice submitted for payment in accordance with clause 8.

9.5 The amounts payable by an Administrator to the Supplier, as determined under clause 8, are

stated inclusive of GST but must not include any amount which represents GST paid by the Supplier for which the Supplier may claim an input tax credit.

- 9.6 If a payment to satisfy a claim or a right to claim under or in connection with this Deed or a Contract gives rise to a liability to pay GST, the payer must also pay, and indemnify the payee against the amount of that GST.
- 9.7 If a Party has a claim under or in connection with this Deed or a Contract for a cost on which that Party must pay GST, the claim is for the cost plus all GST on that cost (except any GST for which that Party is entitled to an input tax credit).
- 9.8 For the purposes of this clause, 'GST', 'GST Law', 'supply', 'input tax credit' and other terms relevant to GST, have any meanings given in the *A New Tax System (Goods and Services Tax) Act 1999*, any regulations made pursuant to that Act and any applicable rulings of the Australian Taxation Office.

10. DISCLOSURE OF INFORMATION

- 10.1 The Supplier agrees not to disclose any Confidential Information relating to this Deed or a Contract, to any person other than the Department and an Administrator who provided such Confidential Information to the Supplier (**Disclosers**), without prior approval in writing from the Deed Liaison Officer for the relevant Discloser(s).
- 10.2 The obligations on the Supplier under this clause will not be taken to have been breached where the information referred to is required by Law to be disclosed.
- 10.3 The Supplier acknowledges that a Participant may disclose information relevant to this Deed and any Contract, and this Deed itself, to any person including:
- (a) to the extent required by Law or by a lawful requirement of any government or governmental body, authority or agency;
 - (b) if required in connection with legal proceedings;
 - (c) in the case of the Department, for public accountability reasons, including disclosure on request to other Commonwealth Entities, and a request for information by parliament or a parliamentary committee or a Minister;
 - (d) to the Participant's third party service providers for the purposes of providing goods and services to, or on behalf of, the Participant;
 - (e) to publish the pricing of Products for the purpose of the IPP; or
 - (f) for any other purposes of the Commonwealth.

- 10.4 This clause 10 survives the expiration or earlier termination of this Deed.

11. INSURANCE

- 11.1 The Supplier warrants that it has taken out or will take out, and will maintain for the Term the types and corresponding amounts of insurance as specified in the Item 6 of Schedule 1.
- 11.2 The Supplier must, on request, promptly provide to the requesting Participant any relevant insurance policies or certificates of currency for inspection.

12. SUBCONTRACTORS

- 12.1 The Supplier agrees that, other than third party couriers used by a Supplier for ordinary delivery of Ordered Product, it will not subcontract the performance of any part of the supply or delivery of Ordered Product under any Contract without the prior approval in writing of the Department.
- 12.2 Subcontractors that are approved by the Department as at the Commencement Date are as specified at Item 7 of Schedule 1.
- 12.3 Where an approved subcontractor is unable to perform the work, the Supplier agrees to notify the Administrator who issued the Order immediately.
- 12.4 Where clause 12.3 applies, the Administrator who issued the Order may request the Supplier to secure a replacement subcontractor acceptable to that Administrator at no additional cost and at the earliest opportunity.
- 12.5 In respect of subcontractors, the Supplier must ensure that:
- (a) the subcontract will not conflict with or detract from the rights and entitlements of an Administrator under the relevant Contract;
 - (b) the other party to the subcontract, has the necessary relevant expertise and the appropriate type and amounts of insurance in order to perform its work in relation to the delivery of the Ordered Product;
 - (c) the other party to the subcontract is prohibited from further subcontracting the supply and delivery of Ordered Product without the prior written approval of the Department; and
 - (d) if requested, the Supplier will promptly provide a copy of the relevant subcontract to the Department.

13. COMPLIANCE AND ACCESS

- 13.1 The Supplier agrees, in carrying out this Deed and each Contract, to comply with all Laws and any relevant policies, including:
- (a) the *Competition and Consumer Act 2010*;
 - (b) the *Privacy Act 1988*;
 - (c) any occupational health and safety legislation applicable to the Supplier; and
 - (d) the IPP guidelines, as notified to the Supplier from time to time.
- 13.2 The Supplier must give the Department or its nominee access to premises:
- (a) at which Materials associated with this Contract or Product (or both) are stored; or
 - (b) to the Supplier Personnel,
- in order for the Department or its nominee to be able to inspect and copy Material for purposes associated with this Deed and any Contract or any review of performance under this Deed or any Contract.
- 13.3 The rights referred to in clause 13.2 are, wherever practicable, subject to:
- (a) the provision of reasonable prior notice from the Department (except where there is an actual or apprehended breach of the Law);
 - (b) access being sought during reasonable times (except where there is an actual or apprehended breach of the Law); and
 - (c) the reasonable security procedures of the Supplier.

- 13.4 The Supplier agrees to provide all reasonable assistance requested by an Administrator in respect of any inquiry into or concerning Product or a Contract.
- 13.5 Nothing in this Deed or any Contracts limits or restricts in any way any duly authorised function, power, right or entitlement of any public officer or Commonwealth Entity including the Commonwealth Auditor-General.
- 13.6 Clauses 13.2 to 13.5 survive the expiration or earlier termination of this Deed for a period of seven years.

14. PROTECTION OF PERSONAL INFORMATION

- 14.1 This clause 14 applies only where the Supplier deals with Personal Information when, and for the purpose of, performing this Deed or a Contract.
- 14.2 In this clause 14, the terms:
- (a) registered APP code (**RAC**); and
 - (b) Australian Privacy Principle (**APP**),
- have the same meaning as they have in the *Privacy Act 1988* (**Privacy Act**)
- 14.3 The Supplier agrees in respect of this Deed and each Contract:
- (a) to use or disclose Personal Information obtained during the course of performing this Deed and each Contract, only for the purposes of this Deed and the relevant Contract;
 - (b) not to do any act or engage in any practice which if done or engaged in by an Administrator or the Department, would be a breach of an APP;
 - (c) to notify individuals whose Personal Information the Supplier holds, that complaints about acts or practices of the Supplier may be investigated by the Privacy Commissioner who has power to award compensation against the Supplier in appropriate circumstances;
 - (d) comply with the obligations contained in the APPs that apply to the Supplier;
 - (e) not to use or disclose Personal Information or engage in an act or practice that would breach an APP or a RAC, whichever is applicable to the Supplier, unless the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Deed or a Contract, and the activity or practice which is authorised by this Deed or a Contract is inconsistent with the APP or RAC, whichever is applicable to the Supplier;
 - (f) to immediately notify the Department and the relevant Administrator if the Supplier becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this clause, whether by the Supplier or any subcontractor;
 - (g) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner to the extent that they are consistent with the requirements of this clause; and
 - (h) to ensure that any officers, employees, agents and subcontractors of the Supplier who are required to deal with Personal Information for the purposes of this Deed or a Contract are made aware of the obligations of the Supplier set out in this clause.
- 14.4 The Supplier's obligations under this clause are in addition to, and do not restrict, any obligations it may have under the Privacy Act or any privacy codes or privacy principles contained in, authorised by or registered under any law including any such privacy codes or principles that would apply to the Supplier but for the application of this clause.

14.5 This clause 14 survives the expiration or earlier termination of this Deed and all Contracts.

15. DISPUTE RESOLUTION

15.1 The Parties agree that any dispute arising during the term of this Deed (including in relation to a Contract) will be dealt with as follows:

- (a) first, the Party claiming that there is a dispute will send to the other Party to the Deed or Contract to which the dispute relates a notice setting out the nature of the dispute;
- (b) secondly, the Parties to the dispute will try to resolve the dispute by direct negotiation, including by referring the matter to internal persons who have authority to intervene and direct some form of resolution;
- (c) thirdly, the Parties to the dispute have 10 Business Days from the receipt of the notice in clause 15.1(a) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- (d) lastly, if:
 - (i) there is no resolution or agreement; or
 - (ii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 15 Business Days,

then, either Party may commence legal proceedings.

15.2 Each Party must bear its own costs of complying with this clause and the Parties must bear equally the cost of any third person engaged under clause 15.1.

15.3 Despite the existence of a dispute, the Supplier will (unless requested in writing not to do so) continue to perform its obligations under this Deed and all operative Contracts, including the delivery of Ordered Product under a Contract.

15.4 This clause 15:

- (a) does not apply to action under or purportedly under clauses 16, 17, 18 or 19; and
- (b) does not preclude either Party from commencing legal proceedings for urgent interlocutory relief.

16. TERMINATION OF THE DEED FOR CONVENIENCE

16.1 The Department may, at any time by notice, terminate this Deed immediately. If the Department exercises this right, no compensation will be payable to the Supplier.

16.2 The Department has an unfettered discretion to terminate this Deed in accordance with this clause 16.

17. TERMINATION AND REDUCTION OF CONTRACTS FOR CONVENIENCE

17.1 An Administrator may, at any time by notice and at its sole discretion, terminate a Contract in whole or reduce the scope of the Ordered Product.

17.2 Upon receipt of a notice of termination or reduction under clause 17.1 the Supplier must stop delivery or reduce the delivery as specified in the notice.

17.3 Where there has been a termination under clauses 2.3 or 17.1 before the Ordered Product to be supplied under a Contract is despatched, an Administrator will have no obligation to

pay any amount to the Supplier, including on account of the termination. In all other cases, an Administrator will be liable only for payments and assistance under clause 8 for Ordered Product despatched under the Contract before the effective date of termination that is delivered to the standard required under the Contract.

- 17.4 An Administrator has an unfettered discretion to terminate any Contract or reduce the scope of the Contract at any time in accordance with this clause 17.

18. TERMINATION OF CONTRACTS FOR DEFAULT

- 18.1 Where a Party to a Contract fails to satisfy any of its obligations under a Contract, the other Party to the Contract may:

- (a) if it considers that the failure is not capable of remedy, by notice, terminate the Contract at any time thereafter;
- (b) if it considers that the failure is capable of remedy, by notice, require that the failure be remedied within a time specified in the notice (being not less than 5 Business Days); and
- (c) if the failure is not remedied in accordance with a notice given under clause 18.1(b), by further notice, terminate the Contract at any time thereafter.

- 18.2 An Administrator may, by notice, terminate a Contract immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the Supplier:

- (a) being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001*, or an order has been made for the purpose of placing the corporation under external administration; or
- (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.

19. DEEMED TERMINATION OF CONTRACTS FOR CONVENIENCE

If a purported termination of a Contract for cause by an Administrator under clause 18 is determined by a competent authority not to be properly a termination for cause, then that termination by the Administrator will be deemed to be a termination for convenience under clause 17, and the termination for convenience has effect from the date of the notice of termination under clause 18.

20. SUPPLIER WARRANTIES

- 20.1 The Supplier represents, warrants and undertakes to each Participant that:

- (a) it will promptly notify and fully disclose to that Participant in writing any event or occurrence actual or threatened which could have an adverse effect on the Supplier's ability to perform any of its obligations under this Deed or any Contract;
- (b) it has full power and authority to enter into, perform and observe its obligations under this Deed and each Contract;
- (c) the execution, delivery and performance of this Deed has been duly and validly authorised by the Supplier;
- (d) it will promptly notify and fully disclose to that Participant in writing if:
 - (i) it becomes bankrupt, insolvent or is wound up; or
 - (ii) comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001*, or an order has been made for the purpose of placing it under external administration;

- (e) the unconditional execution and delivery of, and compliance with its obligations by it under this Deed or any Contract does not:
 - (i) contravene any Law to which it or any of its property is subject or any order or directive from a Commonwealth Entity binding on it or any of its property;
 - (ii) contravene its constituent documents;
 - (iii) contravene any contract or instrument to which it is a party;
 - (iv) contravene any obligation of it to any other person; or
 - (v) require it to make any payment or delivery in respect of any financial indebtedness before the scheduled date for that payment or delivery;
 - (f) no litigation, arbitration, mediation, conciliation or proceedings including any investigations, are taking place, pending, or are threatened against the Supplier which could have an adverse effect upon either the Supplier's capacity to perform its obligations under this Deed or any Contract or the Supplier's reputation;
 - (g) it has not had a judicial decision (excluding decisions under appeal) made against it in relation to employee entitlements where that claim has not been paid;
 - (h) unless otherwise disclosed in this Deed, it is not entering into this Deed as trustee of any trust or settlement;
 - (i) it has not made any false declaration in respect of any current or past dealings with the Department or any Commonwealth Entity, including in any tender or application process or in any contract;
 - (j) it has all rights to Intellectual Property required, and can sub-license such rights to the Participants and end-users of Ordered Products, to supply and deliver Ordered Products (including Product Materials) under Contracts and to enable the Participants and the end-users of Ordered Products (including Product Materials) to enjoy full use of them;
 - (k) it has had no significant deficiency in the performance of any substantive requirement or obligation under any prior contract with the Department or any Commonwealth Entity; and
 - (l) each statement made in the Tender (including in relation to the Products and Product Materials) is true and correct and will continue to be so during the Term.
- 20.2 The Supplier acknowledges that the Participants in entering into this Deed and the Administrators in placing Orders are relying on the warranties and representations contained in this clause 20.
- 20.3 Each representation and warranty survives the execution of this Deed.

21. INDEMNITY

- 21.1 To the extent permitted by Law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Supplier under or in connection with this Deed or any Contract.
- 21.2 The Supplier agrees to indemnify each Administrator, the Commonwealth and the officers, employees and agents of each Administrator and the Commonwealth from and against any:
- (a) loss or liability incurred by an Administrator or the Commonwealth (including in relation to personal injury or death);

- (b) loss of or damage to property of an Administrator or the Commonwealth; or
- (c) loss or expense incurred by an Administrator or the Commonwealth in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Administrator or the Commonwealth,

arising from:

- (d) any act or omission by the Supplier or the Supplier Personnel in connection with this Deed or any Contract, where there was fault (including, without limitation, any negligent or otherwise tortious act or omission) on the part of the person whose conduct gave rise to that liability, loss, damage or expense; or
- (e) any breach by the Supplier of the representations, warranties and undertakings made by the Supplier in this Deed and any Contract.

21.3 The Supplier's liability to indemnify under clause 21.2 will be reduced proportionately to the extent that any negligent or other tortious act or omission of an Administrator or the Commonwealth (as applicable) contributed to the relevant liability, loss, damage, or expense suffered or incurred by the Administrator or the Commonwealth (as applicable).

21.4 The right to be indemnified under this clause:

- (a) is in addition to, and not exclusive of, any other right, power or remedy provided by Law; and
- (b) does not entitle the indemnified party to be compensated in excess of the amount of the relevant liability, loss, damage, or expense.

21.5 The Supplier agrees that each Administrator will be taken to be acting as agent or trustee for and on behalf of the Commonwealth and the officers, employees and agents of that Administrator and the Commonwealth from time to time.

21.6 This clause survives the expiration or earlier termination of this Deed and all Contracts.

22. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

22.1 The Supplier is not, by virtue of this Deed or any Contract, an officer, employee, partner or agent of any Participant, nor does the Supplier have any power or authority to bind or represent any Participant.

22.2 The Supplier agrees not to represent itself, and to use its best endeavours to ensure that its Supplier Personnel do not represent themselves, as being an officer, employee, partner or agent of an Administrator or the Commonwealth, or as otherwise able to bind or represent any Administrator or the Commonwealth.

23. ACCESS TO DOCUMENTS

23.1 In this clause 23, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982*.

23.2 This clause 23 only applies if, and to the extent that, this Deed or a Contract complies with the description of 'Commonwealth contract'.

23.3 Where the Department has received a request for access to a document created by or in the possession of, the Supplier or any subcontractor that relates to the performance of a Contract (and not to the entry into a Contract), the Department may at any time by written notice require the Supplier to provide the document to the Department and the Supplier must, at no additional cost to a Participant, promptly comply with the notice.

- 23.4 The Supplier must include in any subcontract relating to the performance of a Contract (other than a sub-contract with a third party courier) provisions that will enable the Supplier to comply with its obligations under this clause.

24. WORKPLACE GENDER EQUALITY

- 24.1 This clause 24 only applies to the extent that:

- (a) this Deed is entered into following a procurement which is at, or above, the relevant procurement thresholds as defined in the *Commonwealth Procurement Rules* but not where that procurement is listed in Appendix A to those Rules; and
- (b) the Supplier is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012 (WGE Act)*.

- 24.2 The Supplier must comply with its obligations, if any, under the WGE Act.

- 24.3 If the Supplier becomes non-compliant with the WGE Act during the Term, the Supplier must notify the Department.

- 24.4 If the Term exceeds 18 months, the Supplier must provide a current letter of compliance within 18 months from the Commencement Date and following this, annually, to the Department.

- 24.5 Compliance with the WGE Act does not relieve the Supplier from its responsibility to comply with its other obligations under this Deed or any Contract.

25. NOTICES

- 25.1 A Party giving notice under this Deed or a Contract must do so in writing, including by email or facsimile, that is:

- (a) directed to the recipient's Deed Liaison Officer; and
- (b) hand delivered or sent by pre-paid post, email or facsimile to the relevant Deed Liaison Officer's address.

- 25.2 The Parties agree that a notice given in accordance with clause 25.1 is received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, on the third Business Day after the date of posting;
- (c) if sent by email or facsimile, when received by the addressee or when the sender's computer or facsimile machine generates written notification that the notice has been received by the addressee, whichever is earlier.

This Deed of Standing Offer is **EXECUTED** as a Deed.

SIGNED, SEALED AND DELIVERED for and on behalf of the **COMMONWEALTH OF AUSTRALIA** as represented by the Department of Health ABN 83 605 426 759 on:

.....
Date

by:

.....
Printed name of signatory

.....
Signature

.....
Position of signatory

in the presence of:

.....
Printed name of witness

.....
Signature

SIGNED, SEALED AND DELIVERED by **[insert name of Supplier]**, ABN **[insert Supplier's ABN]**, in accordance with subsection 127(1) of the Corporations Act 2001 on:

.....
Date

by:

.....
Printed name of Director

.....
Signature of Director

and:

.....
Printed name of Director/Secretary

.....
Signature of Director/Secretary

SCHEDULE 1

DEED DETAILS

Items	Information required
ITEM 1 DEED LIAISON OFFICERS (clauses 1.1 and 23.1)	Department's Deed Liaison Officer The Department's Deed Liaison Officer is the person occupying the position of: [insert position], currently [insert name] Address: [insert address] Telephone: [insert phone] Email: [insert email]
	Supplier's Deed Liaison Officer The Supplier's Deed Liaison Officer is the person occupying the position of: [insert position], currently [insert name] Address: [insert address] Telephone: [insert phone] Email: [insert email]
ITEM 2 COMMENCEMENT DATE (clauses 1.1 and 2.1)	1 July 2016
ITEM 3 INITIAL END DATE (clauses 1.1 and 2.1)	The date that falls 3 years after the Commencement Date.
ITEM 4 EXTENSION DATE (clauses 1.1 and 2.2)	A date that is up to three years after the Initial End Date, as notified by the Department to the Supplier in writing when extending the Term.

Items	Information required
ITEM 5 STANDARD DELIVERY PERIOD (clauses 1.1 and 7.2)	<p>[Details of the Supplier's tendered standard delivery timeframe to be inserted here prior to execution of the Deed.</p> <p><i>Note to tenderers: No additional delivery costs will apply to standard delivery periods.]</i></p>
ITEM 6 INSURANCE (clause 11)	<ul style="list-style-type: none">• Product liability insurance for an amount of not less than \$10 million on a per claim basis• Public liability insurance for an amount of not less than \$20 million on a per claim basis• Workers' compensation insurance for an amount required by relevant State or Territory legislation
Item 7 APPROVED SUBCONTRACTORS (clause 12.2)	<p>[Details of approved subcontractors to be inserted here prior to execution of the Deed]</p>

SCHEDULE 2

PRODUCT

Subject to an Order in accordance with clause 6 of this Deed, the Supplier may be required to supply and deliver any or all of the Product specified in this Schedule 2.

[This Schedule should specify all the types of Product that are to be covered by the Deed.]

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH

SCHEDULE 3

FEES

[This Schedule should specify the method for calculating the fees for the Product.]

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH

SCHEDULE 4

DEED OF INCLUSION

DETAILS

Date

Parties Nominated Administrator, the Commonwealth, each other Administrator and the Supplier

By

Nominated Administrator:

Name [insert name of Nominated Administrator]

ABN [insert]

To

Commonwealth:

Name COMMONWEALTH OF AUSTRALIA for the purposes of this Deed represented by and acting through the Department of Health

ABN 83 605 426 759

And

each Administrator (as already existing under the Deeds as at the date of this Deed of Inclusion)

And

Suppliers:

Name [insert name of Supplier]

ABN [insert]

Name [insert name of Supplier]

ABN [insert]

Name [insert name of Supplier]

ABN [insert]

Background

On or about [insert date of original deeds], the Commonwealth of Australia as represented by the Department of Health ('Health') and each of the Suppliers entered into separate Deeds of Standing Offer ('Deeds') for the supply and delivery of specified insulin pumps and associated consumables

('Product') under the IPP Panel. Capitalised terms used in this Deed or Inclusion that are otherwise undefined have the meaning given to them in the Deeds.

The Deeds enables Nominated Administrators to become a party to each Deed by executing and delivering to Health a deed poll in the form of this Deed of Inclusion.

AGREED TERMS

1. Notice of Inclusion

- (a) The Nominated Administrator agrees to be a Party to, and be bound by, each Deed from the date of this deed poll.
- (b) The Deed Liaison Officer for the Nominated Administrator is the person occupying the position of:

[insert position], currently [insert name]

Address: [insert address]

Telephone: [insert phone]

Email: [insert email]

EXECUTED as a deed poll.

SIGNED, SEALED AND DELIVERED for and on behalf of the [insert "NAME OF NOMINATED ADMINISTRATOR"] ABN [insert] on:

.....
Date

by:

.....
Printed name of signatory

.....
Signature

.....
Position of signatory

in the presence of:

.....
Printed name of witness

.....
Signature



Australian Government
Department of Health

A. Hartwood
B

RFT

REQUEST FOR TENDER
for the establishment of a panel
of suppliers of specified products
under
the Australian Government's
Insulin Pump Programme (IPP)

Reference: Health 038/1516

ISSUED BY THE AUSTRALIAN GOVERNMENT
DEPARTMENT OF HEALTH

Lodgement Closing Time: 02:00PM, Tuesday 3 May 2016
(local time in Canberra, ACT)

PLEASE NOTE:

- Tenders must be lodged electronically via AusTender (see clause 9)
- Tenders should be lodged in the format described in clause 11.

The Department adheres strictly to Commonwealth policy on late tenders. The Department therefore recommends that Tenderers plan to lodge their Tender well before the Closing Time to minimise the possibility of any unforeseen circumstances arising that may cause the Tenderer to miss the Closing Time.

RFT Contact Officer: ^{s22}

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PART 1 – OVERVIEW, BACKGROUND, SERVICES SPECIFICATIONS AND TENDER LODGEMENT

1. REQUEST FOR TENDER

1.1 This Request for Tender (**RFT**) comprises:

- (a) Part 1 – Overview, background, services specifications and tender lodgement
- (b) Part 2 – Information to be provided by Tenderers
- (c) Part 3 – Evaluation of Tenders
- (d) Part 4 – Conditions of Tendering
- (e) Part 5 – Glossary
- (f) Schedule 1 – Statement of Requirement
- (g) Schedule 2 – Tenderer Declaration
- (h) Schedule 3 – Tenderer Response Information
- (i) Schedule 4 – Statement of Non-Compliance
- (j) Schedule 5 – Pricing Schedule
- (k) Schedule 6 – Draft Deed

1.2 Tenderers' attention is also drawn to the:

- (a) Conditions for Participation set out in clause 13;
- (b) Minimum Content and Format Requirements set out in clause 14; and
- (c) Essential Requirements set out in clause 15.

2. THE DEPARTMENT

- 2.1 The Commonwealth of Australia acting through the Department of Health (**Department**) is responsible for better health and wellbeing for all Australians. The Department aims to achieve its vision through strengthening evidence-based policy advice, improving programme management, research, regulation and partnerships with other government agencies, consumers and stakeholders.

3. THE INSULIN PUMP PROGRAMME

- 3.1 The Insulin Pump Programme (**IPP**) provides a means-tested subsidy for insulin pumps and associated consumables for young people under the age of 18 with type 1 diabetes.
- 3.2 The IPP aims to increase the affordability of insulin pump therapy for families who have children with type 1 diabetes but do not have access to other means of reimbursement, such as private health insurance.

- 3.3 Insulin pump subsidies are provided through the IPP, and subsidies for pump consumables are provided through the National Diabetes Services Scheme (NDSS).
- 3.4 The IPP is managed by the Department of Health. Activities relating to insulin pump subsidies, including ordering and purchasing insulin pumps, are currently administered on behalf of the Department by JDRF Australia as the 'IPP Administrator' (see www.jdrf.org.au/type-1-diabetes/insulin-pump-program).
- 3.5 Applications for subsidy are assessed against Medicare eligibility, age eligibility, financial eligibility and clinical eligibility. Eligible applicants receive a subsidy, calculated based on their family income, towards the purchase of an insulin pump.
- 3.6 The IPP includes a requirement for participants in the programme to contribute a co-payment to support the cost of the insulin pump. Currently any co-payments (where applicable) are paid directly from the participant to the supplier in respect of each insulin pump purchase. The arrangements for co-payments under the IPP following the establishment of the proposed panel are currently under consideration by the Commonwealth. Pending this consideration, for the purpose of this RFT tenderers should assume that participants will still be required to make co-payments under the IPP; but that the co-payment will instead be paid directly to the IPP Administrator as part of its role in ordering and purchasing insulin pumps on behalf of those participants. Accordingly, for pricing purposes, tenderers should tender prices which reflect full remuneration for a delivered insulin pump and Associated Goods irrespective of any co-payment that may apply in a particular case.
- 3.7 Since its inception in 2008, the IPP has allocated 709 insulin pump subsidies (to 30 June 2015).

4. RFT OBJECTIVE

- 4.1 The objective of this RFT is to establish a panel of suppliers of relevant insulin pump Products (**IPP Panel**) through a competitive process to provide improved *value for money* for purchasing of insulin pumps supplied under the IPP.

5. ESTABLISHMENT OF SUPPLIER PANEL FOR THE IPP

- 5.1 The Department is seeking Tenders from suppliers that are capable of supplying the Products under the IPP, specifically including insulin pumps.
- 5.2 The detailed specifications and requirements for the Products are set out at **Schedule 1 - Statement of Requirement**.
- 5.3 The Department intends to:
- (a) identify a panel of suppliers (**Panel Suppliers**) to provide the Products on a best *value for money* basis; and
 - (b) enter into a *Deed of Standing Offer* with each Panel Supplier for the supply of the Products. The Deed of Standing Offer will be in the form of the Draft Deed set out in **Schedule 6 – Draft Deed**.
- 5.4 Panel Suppliers will be obliged to make the Products available for supply to successful applicants under the IPP. Relevant Products may be purchased from time to time by the

IPP Administrator on an *as-needs* basis, in accordance with the arrangements set out in the Deeds of Standing Offer and the IPP Guidelines.

- 5.5 The IPP Panel will be established for a period of three years, commencing on 1 July 2016 and concluding on 30 June 2019. An option for up to three years extension beyond 30 June 2019 will be available at the sole discretion of the Department.
- 5.6 The Department does not warrant that any particular volume of Products will be purchased from any Panel Supplier during the term of the IPP Panel.

6. RFT TIMETABLE

- 6.1 The following is an indicative timetable for this RFT process:

Activity	Timing
Release of RFT	Thursday 17 March 2016
Enquiry Cut-Off Date	19 April 2016
Closing Time	02:00PM, Tuesday 3 May 2016 (local time in Canberra, ACT)
Evaluation of Tender(s)	May 2016
Execution of Deeds of Standing Offer with successful Tenderers	June 2016
Notification of unsuccessful Tenderers	June 2016
Commencement of IPP Panel	Friday 1 July 2016

7. ENQUIRIES ABOUT THIS RFT

- 7.1 Enquiries about this RFT must be made by email addressed to the RFT Contact Officer:

Name:	s22
Title:	
Email:	

- 7.2 The Department will provide answers to any reasonable enquiry from a prospective Tenderer that is received by the Department before the Enquiry Cut-Off Date set out in clause 6.1, in which case:
- (a) questions and related answers may be disclosed to all prospective Tenderers via AusTender (without disclosing the source of the questions); and
 - (b) any Tenderer Confidential Information contained in a question (that is expressly nominated as such by the relevant Tenderer and agreed to by the Department) will be removed prior to disclosure on AusTender.
- 7.3 All communications related to this RFT should be addressed to the Contact Officer (via the contact details specified above) and not to other Departmental officers or other persons.

A Tenderer who communicates other than to the Contact Officer may be excluded from participating further in this RFT process.

8. **AUSTENDER, THE AUSTRALIAN GOVERNMENT TENDER SYSTEM**

- 8.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT process, Tenderers must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on the [AusTender website](#).
- 8.2 All queries and requests for technical or operational support must be directed to:
- AusTender Help Desk
Telephone: 1300 651 698
International: +61 2 6215 1558
Email: tenders@finance.gov.au
- 8.3 The AusTender Help Desk is available between 9am and 5pm ACT local time, Monday to Friday (excluding ACT and national public holidays).

9. **ELECTRONIC LODGEMENT**

- 9.1 Tenders must be lodged electronically via AusTender before the Closing Time and in accordance with the tender response lodgement procedures set out in this RFT and on AusTender.
- 9.2 If Tenderers need to lodge material that cannot be submitted via AusTender, Tenderers should contact the Contact Officer prior to Closing Time to make arrangements for its submission.

10. **TENDER CLOSING TIME AND DATE**

- 10.1 Tenders must be lodged before the Closing Time specified in this RFT (see clause 6.1).
- 10.2 The Closing Time will also be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Closing Time (For more information please see AusTender Terms of Use). For the purposes of determining whether a Tender has been lodged before the Closing Time, the countdown clock will be conclusive.

11. **PREPARING TO LODGE A TENDER**

- 11.1 Tenders should be lodged in the following file formats:
- Microsoft Word (version 2003 to 2010) or PDF (version 1.5 to 1.7).
- 11.2 The Tender file name/s should:
- (a) incorporate the Tenderer's company name; and

- (b) reflect the various parts of the bid they represent, where the Tender comprises multiple files.

- 11.3 Tender response files should not exceed a combined file size of 5 megabytes per upload.
- 11.4 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

12. SCANNED OR IMAGED MATERIAL, INCLUDING STATUTORY DECLARATIONS

- 12.1 In the event that the Department requires clarification of the Tenderer's Tender, the Tenderer may be required to courier or security post the originals of the signature and/or initialled pages to the Department at the address notified by the Department within the period notified by the Department.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE EDOM OF INFORMATION ACT 1982
DEPARTMENT OF HEALTH

PART 2 – INFORMATION TO BE PROVIDED BY TENDERERS**13. CONDITIONS FOR PARTICIPATION**

- 13.1 Subject to clause 14.2, if the Department considers that a Tenderer does not satisfy all of the following Conditions for Participation, that Tender will be excluded from further consideration under this RFT:

Item	Conditions for Participation
1	The Tenderer must not have had any judicial decisions against it (excluding decisions under appeal) relating to employee entitlements and have not paid the claim.
2	The Tenderer, its personnel, and any Subcontractors proposed in the Tender must not, at the Closing Time, be listed as terrorists under section 15 of the <i>Charter of the United Nations Act 1945</i> (Cth).
3	The Tenderer (and any Subcontractor proposed in its Tender) must not be named in the Consolidated list referred to in Regulation 40 the <i>Charter of United Nations (Dealing with Assets) Regulations 2008</i> (Cth).

14. MINIMUM CONTENT AND FORMAT REQUIREMENTS

- 14.1 Subject to clause 14.2, if the Department considers that a Tender does not satisfy all of the following Minimum Content and Format Requirements, that Tender will be excluded from further consideration under this RFT:

Item	Minimum Content and Format Requirements
1	The Tender must be in English and measurements must be expressed in Australian legal units of measurement.
2	The Tender must include a completed, signed and scanned Tenderer Declaration in the form at Schedule 2.
3	Response to the Tender must follow the tender response information outlined in Schedule 3.
4	Tenderers must substantially complete and submit the Pricing Schedule in Schedule 5 in accordance with the instructions provided in Schedule 5.

- 14.2 Without limiting the Department's other rights in this RFT, the Department may, in its sole and absolute discretion, allow the Tenderer to correct any error of form in a Tender that appears to be unintentional, by lodging a correction or additional information, in writing in accordance with the direction of the Department.
- 14.3 If the Department provides any Tenderer with the opportunity to correct errors of form, it will provide the same opportunity to all other Tenderers that are in the same position.

15. ESSENTIAL REQUIREMENTS

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

Item	Essential Requirements
1	<p>The Tenderer must offer and be able to supply all the Products described in this RFT, including:</p> <ul style="list-style-type: none"> the supply of insulin pumps to minimum specifications outlined in Item 2.2 of Schedule 1; Associated Goods in relation to each insulin pump supplied as outlined in Item 3 of Schedule 1; and the Associated Services as outlined in Item 4 of Schedule 1.
2	<p>Insulin pump/s offered by the tenderer must be listed on the Australian Register of Therapeutic Goods (ARTG) (item 2.1 of Schedule 1).</p>

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

16. FORMAT OF TENDERS

- 16.1 Tenders should be completed in accordance with Schedule 3, Schedule 4 and Schedule 5, noting the following:
- all applicable information should be provided in response to the information requirements set out in Schedule 3, Schedule 4 and Schedule 5;
 - where a response to a particular requirement is covered in another section of the Tender, a cross reference to that section should be provided; and
 - Tenderers may include additional or support materials (as supplements or attachments to the Tender Response Information) noting that Tenderers are discouraged from including generic marketing information that does not relate to the information requested in this RFT and/or does not address the Evaluation Criteria.

17. PANEL TERMS AND CONDITIONS

- 17.1 Tenderers are reminded that it is the Department's intention to establish common terms relating to the supply of the Products under the IPP Panel, according to the terms and conditions set out in the Draft Deed. Tenderer's who wish to indicate a non-compliance with any of the provisions of the Draft Deed should complete **Schedule 4 – Statement of Non-Compliance**.
- 17.2 Tenderers should be aware that any non-compliances stated will be taken into account in the evaluation of Tenders.

18. PRICING

- 18.1 Prices should be fixed for the duration of the Deed.
- 18.2 Tenderers should provide full details of their proposed price structure in **Schedule 5 – Pricing Schedule**.
- 18.3 Tenderers' attention is drawn to clause 3.6 in this RFT relating to the current consideration by the Commonwealth of arrangements for co-payments under the IPP following the establishment of the IPP Panel on 1 July 2016. Tenderers should factor this into the tendering of prices under this RFT.
- 18.4 Tendered prices should include all charges necessary and incidental to the proper supply of the Products all Associated Services, and compliance with supply requirements under the terms of the draft Deed, including warranties, standard delivery costs etc).
- 18.5 Prices should be in Australian dollars (inclusive of GST).

19. WORKPLACE GENDER EQUALITY ACT 2012 (CTH)

- 19.1 Commonwealth policy prevents the Commonwealth from entering into contracts with suppliers who are non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**). The Draft Deed requires that a successful Tenderer must:
- (a) comply with its obligations, if any, under the WGE Act; and
 - (b) provide a current letter of compliance within 18 months from the commencement date of the Contract and following this annually to the Department.
- 19.2 Successful Tenderer(s) should note that if, during the term of the Deed, a successful Tenderer becomes non-compliant with the WGE Act, the successful Tenderer must notify the Department. For further information about coverage of the WGE Act, contact Workplace Gender Equality Agency on (02) 9432 7000.
- 19.3 The Tenderer's Declaration in Schedule 2 contains a statement from the Tenderer indicating whether or not the organisation is a 'relevant employer' under the WGE Act and, if applicable, Tenderer's are to provide a current letter of compliance as part of their Tender, or prior to entering into a Contract.

20. ILLEGAL WORKERS

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

PART 3 - EVALUATION OF TENDERS

21. EVALUATION CRITERIA

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

Description	Weighting (if any)
<ul style="list-style-type: none"> ▪ Nature and specifications of insulin pump/s offered (including details of certification, conformance to national/international standards, features, suitability for IPP target cohort, and device imprecision and inaccuracy level) ▪ Nature and specifications of Associated Goods and Associated Services offered for tendered insulin pumps (including details of features, suitability for IPP target cohort) ▪ Guarantees/warranties offered (in relation to Products and services offered by the Tenderer) ▪ Insulin pump and Associated Goods delivery terms and conditions 	35%
Capacity/capability (including past experience and performance) to provide services required by the Department	15%
Pricing offered	50%
<p>Any other risks identified in the evaluation process that has not been considered as part of another Evaluation Criterion. This could include:</p> <ul style="list-style-type: none"> • Level of compliance with the Draft Deed • Financial and commercial viability and operational stability • Corporate credentials (corporate, environmental and social responsibility) • Risk and insurance arrangements for delivered insulin pumps, Associated Goods and Associated Services. 	Unweighted

21.2 The Department may:

- (a) consider any part of a Tender in the evaluation of any or all of the Evaluation Criteria; and
- (b) make independent inquiries in relation to a Tenderer.

22. EXCLUSION OF TENDERS

22.1 Without limiting any other provision of this RFT that gives the Department the right to exclude Tenders on other grounds, the Department reserves the right to reject a Tender, at its absolute discretion, if:

- (a) the Tender is incomplete;
- (b) prices are not clearly and legibly stated;
- (c) the Tenderer or Tender does not comply with this RFT;
- (d) the Tenderer is not fully capable of undertaking the Draft Deed;
- (e) the Tender is clearly uncompetitive when compared with the other tenders received;
- (f) the Tender is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria;
- (g) the Tender contains statements that qualify or are contrary to the Tenderer Declaration at Schedule 2 to this RFT;
- (h) in the Department's opinion the Tender contains a false declaration;
- (i) the Tender contains false or misleading information or statements;
- (j) the Tenderer, or a director or officer of the Tenderer, is insolvent or bankrupt;
- (k) the Tenderer has an actual, potential or perceived conflict of interest that cannot be managed to the satisfaction of the Department acting in its absolute discretion; or
- (l) there has been a significant deficiency in the performance of a substantive requirement or obligation under a prior agreement.

23. TENDER EVALUATION PROCESS

- 23.1 Tenders will be evaluated against the Evaluation Criteria to determine the Tender that represents the best overall *value for money*.
- 23.2 As part of its evaluation of Tenders, the Department may, in its sole and absolute discretion:
- (a) ask Tenderers to undertake presentations;
 - (b) ask Tenderers to provide written clarification of various aspects of their Tenders;
 - (c) ask Tenderers to provide further information to confirm their financial viability and commercial stability;
 - (d) have discussions or interviews with Tenderers in order to seek further clarification of their Tenders;
 - (e) visit Tenderers' sites; and
 - (f) have discussions with or undertake visits to customers of Tenderers and their Subcontractors, whether or not those customers are listed as referees in the Tenderers' Tenders.
- 23.3 The Department may choose to undertake the activities set out in clause 23.2 in relation to some Tenderers only. Presentations, interviews and site visits may be subject to additional terms and conditions that are advised by the Department to Tenderers who have been invited to participate in each activity.

- 23.4 Any costs incurred by the Tenderer in complying with this clause 23 will be borne by the Tenderer.

24. CLARIFICATION

- 24.1 Where the meaning of a Tender is unclear or there is an apparent error of form, the Department may seek clarification from the Tenderer.
- 24.2 Any clarification provided by a Tenderer in response to a request for clarification is not to contain any new material additional to that included in the Tender unless specifically requested by the Department. Failure to supply clarification to the satisfaction of the Department may cause the Tender to be excluded from consideration.

25. TENDERED PRICES

- 25.1 The Tenderer agrees to provide access to such information as is determined by the Department to be necessary in order to evaluate the reasonableness of their Tendered prices.
- 25.2 In the evaluation process, the Department may, in its sole and absolute discretion, make certain adjustments to the Tendered price, including adjustments to account for the following matters, which may need balancing in order to establish a common basis for the comparison of Tenders, including (without limitation):
- (a) Tendered prices as per the completed Schedule 5;
 - (b) pricing flexibility;
 - (c) any other costs or discounts which form part of the Tenderer's offer;
 - (d) normalised and discounted cash flow;
 - (e) any alternative proposals or financial incentives offered by the Tenderer;
 - (f) implementation costs;
 - (g) any risk relating to the Tendered prices;
 - (h) transition out costs;
 - (i) cost of administering the agreement; and
 - (j) whole of life costs and benefits.

26. NEGOTIATIONS

- 26.1 Negotiations may be undertaken with one or more Tenderers in the sole and absolute discretion of the Department.
- 26.2 During the negotiation phase of this RFT process, the Department may engage in detailed discussions and negotiations, including parallel negotiations, with the goal of maximising the benefits to the Department of a Tender, as measured using the Evaluation Criteria. As part of this process, those Tenderers participating in the negotiation phase may be asked to improve any or all aspects of their Tender.

- 26.3 The Department may seek best and final offers from Tenderers participating in the negotiation phase of this RFT process.
- 26.4 Without limiting its other rights under this RFT, in the event that the Department concludes that during negotiations a Tenderer has retracted, or attempts to retract, any part of its tendered offer, the Department, in its sole and absolute discretion, reserves the right to:
- (a) disqualify that Tenderer's Tender;
 - (b) terminate this RFT process;
 - (c) re-enter negotiations or parallel negotiations with other Tenderers; or
 - (d) exercise any other right reserved to the Department under law or elsewhere in this RFT.

27. DEBRIEFING

- 27.1 After the Department has finalised a contract with the successful Tenderer(s), the Department will notify all unsuccessful Tenderers of the outcome of the RFT process.
- 27.2 All Tenderers will be offered the opportunity for a debriefing on their Tender.
- 27.3 Tenderers will be debriefed against the Evaluation Criteria contained in this RFT. Tenderers will not be provided with information concerning other Tenders.

28. COMPLAINTS PROCEDURE

- 28.1 Any complaints about this RFT process should be made in writing and sent to the Contact Officer's email address as specified in clause 7.
- 28.2 If a complaint is not resolved, complaints may be directed via email to the Department's Complaints Office identified below:

Procurement Advice Services
Corporate Agency Support Branch
Department of Health
procurement.advice@health.gov.au

PART 4 - CONDITIONS OF TENDERING

29. OWNERSHIP AND USE OF TENDER DOCUMENTS

- 29.1 Without affecting any intellectual property that may exist in a Tender, all Tender documents (including paper and electronic copies) become the property of the Department on submission.
- 29.2 Without prejudice to any other right of the Department under this RFT or at law, the Department may copy, amend, disclose or allow the disclosure of, or otherwise deal with, a Tender or any information contained in or relating to any Tender (at any time) for any of the following purposes:
- (a) evaluating and clarifying Tenders;
 - (b) negotiation of the Deed with the Tenderer or any other Tenderer;
 - (c) managing any resultant agreement with the Tenderer or any other Tenderer;
 - (d) audit, governmental and Parliamentary reporting requirements; and
 - (e) responding to any disputes about this RFT process or requests from Parliament or a Parliamentary Committee.
- 29.3 The Department may make copies of the Tender as necessary for its purposes.

30. INTELLECTUAL PROPERTY RIGHTS IN RFT

- 30.1 All intellectual property that exists in the information contained in this RFT, or any related or attached material, remains the property of the Department.
- 30.2 Each Tenderer is permitted to use this RFT for the purpose only of compiling its Tender and, in the case of the Tenderer(s) selected through this RFT process, for negotiating the Deed with the Department.
- 30.3 Such intellectual property rights as may exist in a Tender will remain the property of the Tenderer.

31. SMALL TO MEDIUM ENTERPRISES (SMES)

- 31.1 The Australian Government is committed to *Public Governance, Performance and Accountability Act* (Cth) non-corporate Commonwealth entities sourcing at least 10 per cent of their purchases by value from SMEs. For the purpose of this clause an SME is an Australian or New Zealand firm with fewer than 200 full-time equivalent employees.
- 31.2 Tenderers are encouraged to include the participation of SMEs in their Tenders.

32. AUDIT AND ACCESS

- 32.1 The attention of Tenderers is drawn to the *Auditor-General Act 1997* (Cth), which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.
- 32.2 In addition to the Auditor-General's powers under the *Auditor-General Act 1997* (Cth), if a Tenderer is chosen to enter into a Deed, the Tenderer will be required to provide the Auditor-General or an authorised person with access to information, documents, records and Department assets, including those on the Tenderer's premises. This will be required at reasonable times on giving reasonable notice for the purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or Subcontractors, and which are related to the Deed. Such access will apply for the term of the Deed and for a period of 7 years from the date of expiration or termination of the Deed.
- 32.3 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* (Cth) on their participation in the Tender.

33. FREEDOM OF INFORMATION AND OTHER RIGHTS TO ACCESS INFORMATION

- 33.1 The attention of Tenderers is drawn to the *Freedom of Information Act 1982* (Cth), which gives members of the public right of access to documents in the possession of the Commonwealth and its agencies.
- 33.2 The Act extends as far as possible the right of the community to access information (generally documents) in the possession of the Commonwealth, limited only by exceptions and exemptions necessary for the protection of essential public interests and the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.
- 33.3 Rights of access also exist under other legislation, including the *Ombudsman Act 1976* (Cth). Courts also have legal rights to access a wide range of information.
- 33.4 Tenderers should also be aware of the *Australian Information Commissioner Act 2010* (Cth), which established the Office of the Australian Information Commissioner to perform freedom of information, privacy and information policy functions.

34. PRIVACY

- 34.1 Tenderers are advised that it is Commonwealth policy to ensure that there is no loss of privacy protection when a Commonwealth entity contracts for the delivery of services.
- 34.2 Without limiting any obligations under the *Privacy Act 1988* (Cth), Tenderers who are selected as a result of this RFT process are required under the Deed to agree not do an act, or engage in a practice, that would breach an Australian Privacy Principle under the *Privacy Act 1988* (Cth) if done or engaged in by a Commonwealth entity to which the Australian Privacy Principles apply. Tenderers selected as a result of this RFT process will also need to agree to impose those same obligations on any Subcontractor engaged by the Tenderer.

35. CONFIDENTIALITY

- 35.1 The Department will, subject to this RFT, endeavour to treat the following information as confidential:
- (a) all Tenders received prior to the award of a contract;
 - (b) all unsuccessful Tenders, following the award of a contract;
 - (c) all successful Tenders, following the award of a contract but only to the extent that:
 - (i) the successful Tenderer requests that specific information in that Tender be kept confidential under the heading 'Confidential Information' in **Schedule 3 – Tenderer Response Information**; and
 - (ii) the Department has determined that specific information is to be kept confidential in accordance with the Department of Finance's principles on [Confidentiality Throughout The Procurement Cycle](#) and has agreed, pursuant to the Deed with the successful Tenderer, to keep that information confidential.
- 35.2 The Department will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information:
- (a) is disclosed by the Department to its advisers, officials or subcontractors, or to the IPP Administrator, in order to conduct this RFT process or to prepare and manage any resultant Deeds of Standing Offer;
 - (b) is disclosed to the Department's internal management personnel, solely to enable effective management or auditing of this RFT process;
 - (c) is disclosed by the Department to the responsible Minister;
 - (d) is disclosed by the Department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is shared by the Department within the Department's organisation, or with another Commonwealth entity, where this serves the Commonwealth's legitimate interests;
 - (f) is authorised or required by law to be disclosed;
 - (g) is disclosed to meet the Department's reporting or accountability requirements, including, without limitation:
 - (i) under the *Public Governance, Performance and Accountability Act* (Cth) or other legislation;
 - (ii) to the Australian National Audit Office or any other auditor appointed by the Department;
 - (iii) in accordance with the provisions that require notification of Commonwealth contracts on the AusTender website (www.tenders.gov.au);
 - (iv) to the Commonwealth Ombudsman; or
 - (h) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

- 35.3 Tenderers should be aware that the Department, as a non-corporate Commonwealth entity, is subject to specific accountability requirements, which support internal and external scrutiny of its tendering and contracting processes as well as its expenditure under administrative programmes such as the IPP. These include the publication and reporting of certain agreements and information about certain procurements, including but not limited to the names of any Subcontractors engaged to perform services in relation to a Commonwealth contract. Tenderers should inform all potential Subcontractors that their participation in fulfilling a Commonwealth contract may be publicly disclosed.
- 35.4 Tenderers should be aware that the Department reserves the right to publish the pricing of individual Products and Associated Goods and Services of IPP Panel Suppliers, including for the purpose of allowing IPP participants and their prescribers to make informed selections of insulin pumps.

36. ENVIRONMENTAL POLICY

- 36.1 The Commonwealth aims to improve the implementation of ecologically sustainable development (ESD) within its agencies.
- 36.2 In support of this aim, the Department is committed to fostering the sustainable use of the Earth's resources and will implement and maintain an environmental management system to ISO14001, with the following key areas:
- (a) compliance with all relevant environmental legislation, regulations, policies and other initiatives to which it subscribes;
 - (b) integrating environmental management into business decision making at all levels;
 - (c) reducing cost through better resource usage and waste management;
 - (d) setting objectives and targets for continuous improvement;
 - (e) monitoring, reporting and reviewing achievements;
 - (f) exploring best practice and innovative environmental management approaches to the use of technology, property and related resources; and
 - (g) building an environmentally aware business culture.
- 36.3 Tenderers are encouraged as part of their tender responses to outline their commitment to the environmental and ecological sustainability.

37. MATERIAL CHANGE TO TENDERER

- 37.1 A Tenderer must notify the Department if, following lodgement of its Tender, there occurs:
- (a) an event that has the effect of materially altering either the composition or control of the Tenderer or the business of the Tenderer; or
 - (b) any material change to the compliance status of the Tenderer against this RFT; or
 - (c) any material change to the proposed basis on which the Tenderer will supply the Products, or have access to the necessary and appropriate skills, resources, nominated key personnel, nominated Subcontractors or corporate or financial backing to provide the Products, on the terms of the Draft Deed.

- 37.2 If the Department receives notice, or becomes aware of an event under clause 37.1(a), the Department may allow (on terms it considers appropriate) the substitution of the Tenderer with another legal entity upon receipt of a joint written request from or on behalf of the Tenderer and the other legal entity. If the Department allows the substitution, it will evaluate the Tender in its original form prior to the event, except that the impact of the event on the information provided in the Tender may be taken into account.
- 37.3 If the Department receives notice, or becomes aware of an event under clause 37.1(b) or 37.1(c), or the Commonwealth does not allow substitution, or substitution is not requested, under clause 37.1(a), the Department may either exclude the Tender from consideration or consider the Tender taking into account the impact of the changed circumstances on the information provided in the Tender.

38. CONFLICT OF INTEREST

- 38.1 If at any time prior to entering into a Deed of Standing Offer, an actual or potential conflict of interest arises or may arise for any Tenderer, other than that already disclosed, that Tenderer should immediately notify the Department in writing.
- 38.2 In the context of this RFT, a *conflict of interest* includes any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and Subcontractors of the Tenderer) which may, or may reasonably appear to, impair the ability of the Tenderer to supply the Products under the IPP Panel in a diligent and independent manner. In considering conflicts of interest, Tenderers should particularly be aware of relationships with the IPP Administrator, with referring physicians and with the Department.
- 38.3 If any actual or potential conflict is notified, or the Department becomes aware of any actual or potential conflict, the Department may, in its absolute discretion:
- (a) disregard the Tender submitted by such a Tenderer;
 - (b) enter into discussions to seek to resolve such conflict of interest; or
 - (c) take any other action it considers appropriate.

39. TENDERER BEHAVIOUR

- 39.1 Tenderers must not, and must ensure that their officers, employees, agents and advisors do not, in relation to the preparation, lodgement or assessment of Tenders:
- (a) make any false or misleading or deceptive claim or statement;
 - (b) improperly obtain Confidential Information;
 - (c) receive improper assistance from any existing or former officer or employee of the Department;
 - (d) engage in collusive tendering, anti-competitive conduct, unlawful, unethical or other similar conduct with any other Tenderer or other person;
 - (e) attempt to improperly influence an officer or employee of the Department or of the IPP Administrator, or violate any applicable laws regarding the offering of inducements; or

- (f) approach any officer or employee of the Department regarding this RFT other than in the manner set out in this RFT.

39.2 The Department may exclude a Tender from consideration if the Tenderer fails to comply with the requirements set out in this clause 39.

40. COST OF PREPARING AND SUBMITTING TENDER

40.1 In no circumstances will the Department be responsible for any costs incurred by a Tenderer in preparing a Tender, or associated expenses related to this RFT.

41. TENDERERS TO INFORM THEMSELVES

41.1 Tenderers are deemed to have:

- (a) examined this RFT, and any other documents referenced or referred to in this RFT, and any other information made available in writing by the Department to Tenderers for the purposes of submitting a Tender;
- (b) examined all other information which is obtainable by the making of reasonable and timely inquiries and relevant to the risks, contingencies and other circumstances having an effect on their Tender; and
- (c) satisfied themselves as to the correctness and sufficiency of their Tender, including quoted prices which are deemed to cover the cost of all matters necessary for the supply of the Products (including due and proper supply any Associated Services) described in the Statement of Requirement.

41.2 It is the responsibility of Tenderers to obtain all information necessary or convenient for the preparation of their Tender.

41.3 Tenderers must not rely, and are deemed not to have relied, upon any statement or representation by the Department, whether before or after the date of this RFT, in connection with this RFT or this RFT process, unless that statement or representation is made in writing by the Contact Officer for this RFT.

41.4 Tenderers should obtain their own legal and other professional advice on this RFT and its requirements including in respect of the potential rights and obligations in respect of the Draft Deed and should not construe this RFT as investment, legal, tax or other advice.

42. NO CONTRACT OR UNDERTAKING

42.1 Nothing in this RFT or in any Tender or by the submission of a Tender (in part or together) creates, or is to be construed to create, any binding contract or other legal relationship (express or implied) between the Commonwealth and any Tenderer.

43. ACCEPTANCE

43.1 Acceptance of a Tender is subject to the execution of a Deed of Standing Offer by the Commonwealth and the applicable Tenderer substantially in the form of the Draft Deed at Schedule 6.

- 43.2 Neither the lowest priced Tender, nor any Tender, will necessarily be accepted by the Department.

44. THE DEPARTMENT'S RIGHTS

- 44.1 The Department reserves the right to:

- (a) vary the timing and processes, if any, referred to in this RFT;
- (b) change or suspend the RFT process;
- (c) terminate the RFT process where it is, in the opinion of the Department, in the public interest to do so;
- (d) remove any Tender from consideration where in the opinion of the Department:
 - (i) it is in the public interest to do so;
 - (ii) the Tenderer does not meet a mandatory requirement;
 - (iii) the Tenderer is not fully capable of undertaking the Deed;
 - (iv) this RFT otherwise allows for the exclusion of the Tenderer; or
 - (v) the Tender does not represent value for money;
- (e) enter into a contract or other binding relationship outside the RFT process with a person on such terms as the Department in its absolute discretion accepts without prior notice to any Tenderer where in the opinion of the Department:
 - (i) it is in the public interest to do so;
 - (ii) no Tenderer meets a mandatory requirement;
 - (iii) no Tenderer is fully capable of undertaking the Deed; or
 - (iv) no Tender represents value for money;
- (f) enter into a contract on terms different to that specified in this RFT;
- (g) add a Tenderer or select and negotiate with a third party who has not submitted a Tender on such terms as the Department in its absolute discretion accepts without prior notice to any Tenderer where in the opinion of the Department:
 - (i) it is in the public interest to do so;
 - (ii) no Tenderer meets a mandatory requirement;
 - (iii) no Tenderer is fully capable of undertaking the Deed; or
 - (iv) no Tender represents value for money;
- (h) call for new Tenders;
- (i) publish or disclose the names of Tenderers (whether successful or unsuccessful);
- (j) allow or not allow a related body corporate within the meaning of the *Corporations Act 2001* (Cth) to take over a Tender in substitution for the original Tenderer;

- (k) enter into negotiations with any Tenderer; or
 - (l) cancel, add to or amend the information, requirement, terms, procedures or processes set out in this RFT.
- 44.2 If the Department does vary this RFT or process, the Department will endeavour to inform any prospective Tenderers who have sought, or been issued with, this RFT of that change. A notice of the issue of an addendum will be published in the same manner as the original information about this RFT, including by notification on the [AusTender website](#).
- 44.3 The Department will not be liable or in any way responsible for any failure to inform a potential Tenderer of a change relating to this RFT or any other matter arising by the Department exercising any of its rights.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE EDOM OF INFORMATION ACT 1982
DEPARTMENT OF HEALTH

PART 5 - GLOSSARY

Term	Definition
ACT	Australian Capital Territory
Associated Goods	means the associated goods described in Schedule 1 – Statement of Requirement to this RFT.
Associated Services	means the associated services described in Schedule 1 – Statement of Requirement to this RFT
AusTender	means the Australian Government online tendering system, located on the AusTender website
Commonwealth	Commonwealth of Australia
Closing Time	means the closing time and date of this RFT as specified at clause 10 of this RFT
Conditions for Participation	means the mandatory conditions (if any) identified in clause 13 of this RFT
Confidential Information	<p>means information (whether or not owned by the Commonwealth) that:</p> <ul style="list-style-type: none"> (a) is by its nature confidential; or (b) the receiving party knows or ought to know is confidential, but does not include information which: <ul style="list-style-type: none"> (c) is or becomes public knowledge other than by breach of the Deed; (d) is in the possession of a party without restriction in relation to disclosure before the date of receipt; or (e) has been independently developed or acquired by the receiving party
Contact Officer	means the contact person for all matters pertaining to this RFT process, as identified at clause 7 of this RFT
Department	means the Department of Health
Draft Deed	means the document attached as Schedule 6 – Draft Deed to this RFT being the proposed Deed of Standing Offer to be entered into between the Department and the successful Tenderer(s)

Term	Definition
Essential Requirements	means the mandatory conditions (if any) identified at clause 15, and which a Tenderer must comply
Evaluation Criteria	means the criteria set out in clause 21 of this RFT that will be used to evaluate the Tenders received.
Illegal Worker	means a person who: <ul style="list-style-type: none"> (a) has unlawfully entered and remains in Australia; (b) has lawfully entered Australia, but remains in Australia after his or her visa has expired; or (c) is working in breach of his or her visa conditions.
IPP	means the Commonwealth's funding programme referred to as the <i>Insulin Pump Programme</i> , administered by the Department. Further details are set out in clause 3 of this RFT.
IPP Administrator	means JDRF Australia or any such other person(s) nominated by the Department from time to time to coordinate and administer purchases of relevant Products under the IPP Panel on behalf of eligible applicants.
Minimum Content and Format Requirements	means the mandatory content and format requirements identified in clause 14 of this RFT
Products	means the Products (including all Associated Goods and Associated Services) described in the Schedule 1 – Statement of Requirement to this RFT.
RFT	means this Request for Tender
Schedules	means all or any of the schedules to this RFT
Statement of Requirement	means the description of the Products as set out in Schedule 1 – Statement of Requirement to this RFT
Subcontractors	means an entity that contracts to provide goods or services to the successful Tenderer(s) in order for the Tenderer to meet obligations under a resultant Deed of Standing Offer
Tender	means a response submitted by a Tenderer to this RFT
Tenderer	means an entity that submits a Tender, and includes a potential Tenderer.

SCHEDULES**Schedule 1 - Statement of Requirement****1. Overview**

- 1.1 The IPP Panel will provide for the supply of insulin pumps (and Associated Goods and Associated Services) to eligible persons under the Insulin Pump Programme, as described in this Schedule (**Products**).

2. Products

- 2.1 All pumps for supply under the IPP Panel must be listed on the Australian Register of Therapeutic Goods (ARTG). This is an essential requirement.
- 2.2 Panel Suppliers must provide insulin pumps that have the following features *as a minimum*:
- a. Ability to perform internal safety checks
 - b. Ability to lock buttons (child safety lock)
 - c. Quick release function (so that pump can be disconnected for short periods, e.g. during shower)
 - d. Simplified device programming
 - e. Easy replacement of cartridges
 - f. Ability to store historical data
 - g. Ability to release basal (continuous flow/supply of insulin) at low rates suitable for children
 - h. Ability to set temporary basal rate
 - i. Ability to release correction bolus (periodic increased flow/supply of insulin)
 - j. Ability to set extended bolus
 - k. Critical alerts/reminders/warnings (e.g. low battery, low insulin)
 - l. Watertight
- 2.3 Insulin pumps provided under the IPP may have the ability to integrate with blood glucose monitoring device/system. This is an optional requirement.

3. Associated Goods

- 3.1 Panel Suppliers must provide the following Associated Goods in relation to each insulin pump supplied by them:
- a. Comprehensive user manual, and quick reference guide
 - b. Waterproof pouch or casing
 - c. Belt/harness and clip
 - d. Extra battery
 - e. Three month's supply of pump consumables (cartridges/reservoirs, cannulas and infusion/insertion sets)
- 3.2 All Associated Goods must be supplied together with the relevant insulin pump at the point of delivery under the IPP.

4. Associated Services

- 4.1 Most recipients of insulin pumps under the IPP are registered under the National Diabetes Services Scheme (NDSS). Under the NDSS, registrants are eligible to receive certain services. Accordingly, Panel Suppliers under the IPP are also required to provide relevant services associated with their insulin pumps, consistent with the requirements of the NDSS*.
- 4.2 Specifically, Panel Suppliers must be able to provide the following Associated Services in relation to each insulin pump supplied by them:
- a. At least 4 years maintenance, repair and replacement warranty
 - b. 24 hour toll-free helpline
 - c. Ensure adequate ongoing supply of pump consumables (must hold at least 6 weeks' worth of supply at any point of time), i.e. cartridges/reservoirs, cannulas, infusion/insertion sets and pump batteries. The provision of these Associated Services is defined by the terms and conditions of the NDSS, not the IPP.

NOTE:

* From 1 July 2016, the Commonwealth will create efficiencies in the delivery of products under the NDSS by directing product supply and delivery through the established Community Services Obligation (CSO) distribution network to community pharmacy. This measure does not impact the range of products available to eligible registrants under the NDSS. It only impacts on supply and delivery arrangements of these products to Australians.

Schedule 2 – Tenderer Declarations

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

DECLARATION BY TENDERER

I,, make the following declaration on behalf of

.....(the Tenderer):

I am duly authorised by the Tenderer to make this declaration.

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

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

1. Definitions

- 1.1 In this declaration terms have the same meaning as in ***Request for Tender for the Establishment of a Panel of Suppliers of Specified Products under the Australian Government's Insulin Pump Programme (IPP)***, Health 038/1516 (RFT).

2. Offer and Change of Circumstance

- 2.1 The Tenderer offers to supply the Products described in this RFT on the conditions set out in this RFT for the prices tendered. The Tenderer undertakes not to withdraw, vary or otherwise compromise this offer for a period of no less than nine months from the Closing Time.
- 2.2 The Tenderer undertakes to promptly notify the Department of any change, after submission of its Tender, to the basis upon which it will have access to the necessary skills or resources, or corporate or financial backing, to supply the Products.

3. Tenderer's Conduct

- 3.1 The Tenderer declares that this Tender:
- (a) does not contain any false or misleading claim or statement;
 - (b) has been compiled without the Tenderer:
 - (i) engaging in any collusive bidding, anti-competitive or other unethical, improper or unlawful conduct;
 - (ii) violating any applicable laws or Commonwealth policies regarding the offering of inducements;
 - (iii) communicating with or soliciting information from any Department employee (or contractor) or ex-employee (or ex-contractor) other than the Contact Officer;

- (iv) obtaining improper assistance from any Commonwealth employee or using information obtained unlawfully or in breach of an obligation of confidentiality to the Commonwealth;
 - (v) contravening clause 39 of this RFT; or
 - (vi) otherwise acting in an unethical or improper manner or contrary to any law.
- 3.2 The Tenderer warrants that it has not attempted and will not attempt, through its officers, employees or agents, to influence improperly any officer or employee of the Department, or of the IPP Administrators, in connection with the assessment of the Tender.
- 3.3 The Tenderer warrants that it has complied with all relevant laws and with Commonwealth policy, in preparing and lodging its Tender and in taking part in this RFT process.

4. Conflict of Interest

[Strike through whichever option does not apply. Note to Tenderers: In the context of this RFT, an conflict of interest includes any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and Subcontractors of the Tenderer) which may, or may reasonably appear to, impair the ability of the Tenderer to supply the Products under the IPP Panel in a diligent and independent manner.]

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

OR

4.2 The Tenderer

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

[Insert details]

- (b) advises that it proposes to manage the disclosed conflict of interest in the following ways:

[insert details]

5. Further representations

- 5.1 The Tenderer makes the following further representations to the Department:

- (a) it is authorised to sell and/or support all Products relating to this Tender;
- (b) it has examined the AusTender Terms of Use which are obtainable on the [AusTender website](#);
- (c) it has examined this RFT, all documents referred to in this RFT and all other information made available to it and all applicable legislation and policies;
- (d) it has examined all further information which is obtainable by making reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on its Tender;
- (e) it has satisfied itself as to the correctness and sufficiency of its Tender;

- (f) it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of the Department, except as expressly provided in this RFT or in notices received by it; and
- (g) it has accepted and has fully complied with the provisions of this RFT.

6. Acknowledgements

6.1 The Tenderer acknowledges that:

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

7. Corporate capacity

7.1 The Tenderer confirms that:

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

8. Security, probity and financial checks

8.1 The Tenderer:

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

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

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

[Note to Tenderers: Indicate with a ✓ whichever option applies.]

- ☐ Yes, I am a relevant employer. I have attached a letter of compliance as part of this submission which indicates my compliance with the WGE Act.
- ☐ Yes, I am a relevant employer. I will be providing a letter of compliance prior to entering into a contract.
- ☐ No, I am not a relevant employer.

10. **Terrorism**

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

Note: The list is available from the [Department of Foreign Affairs website](#).

11. **Trade sanctions**

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

Note: The list is available from the [Department of Foreign Affairs website](#).

12. **Employee entitlements**

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

13. **Illegal Workers**

- 13.1 The Tenderer declares that it does not engage Illegal Workers.

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

Signature of person making the declaration	
Printed Name and Position of Signatory:	

Signature of Witness:	
Printed full name and address of person before whom the declaration is made	
Date	

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MINISTER OF HEALTH
N° 2

Schedule 3 – Tenderer Response Information

Response to the RFT must follow the outline/sequence in Schedule 3. Where a table is included, please complete all the details in the table, and include the completed table in your response.

1. Tenderer Information and Corporate Profile

1.1 The Tenderer should complete all details in the following table:

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

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

Insurance details	
Public liability insurance	
Name of insurer	
Policy number	
Expiry date	
Amount of current cover	
Professional indemnity insurance (if applicable)	
Name of insurer	

Insurance details	
Policy number	
Expiry date	
Amount of current cover	
Workers' compensation insurance	
Name of insurer	
Policy number	
Expiry date	
Product liability insurance	
Name of insurer	
Policy number	
Expiry date	
Amount of current cover	

2. Subcontractors

- 2.1 Tenderers should complete the following table for each nominated Subcontractor (if any).
- 2.2 Tenderers should note that the names of Subcontractors may be publicly disclosed and that it is the responsibility of Tenderers to secure Subcontractors' agreement to this.

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

3. Offered Insulin Pump and Associated Goods Information

- 3.1 Tenderers should provide full details of the specifications and features of the insulin pump(s) that are being offered in this tender. Specific details that should be provided include:
- (a) Evidence of current listing of the insulin pump on the ARTG
 - (b) Relevant specifications of the insulin pump
 - (c) Evidence of minimum requirements of the insulin pump as defined in the Statement of requirement

- (d) Features of the insulin pump that may be relevant or beneficial to insulin pump users under the IPP, including market-differentiating features.
- (e) Nature, specifications and features of Associated Goods available with the tendered insulin pumps.
- (f) Options for each insulin pump which can be provided to insulin pump users under the IPP.

TENDERER'S RESPONSE

Maximum 8 pages preferred for each offered insulin pump

4. Associated Service Delivery and Management

4.1 Tenderers should provide the following information:

- (a) Evidence of whether and how the Tenderer can meet all of the Associated Services requirements as set out in the Statement of Requirement;
- (b) details of how they intend to undertake the required supply, delivery and support arrangements (including delivery arrangements, the Standard Delivery Period(s) and guarantees/warranties offered by the Tenderer); and
- (c) how the supply arrangements for the Products will be managed and controlled by the Tenderer.

TENDERER'S RESPONSE

Maximum 5 pages preferred

5. Organisational capacity/capability

5.1 Tenderers should set out their organisational capacity/capability to supply the Products according to the IPP Panel arrangements by providing details of the strategies for resourcing, in terms of staff, equipment and facilities, including the resources to be allocated for the delivery of the Products.

TENDERER'S RESPONSE

Maximum 4 pages preferred

6. Past Experience and Performance

6.1 To assess the Tenderer's capacity/capability to supply, deliver and support the Products, Tenderers should provide details of similar supplies and services provided within the last three years (if any). In addressing this requirement, Tenderers should include:

- (a) the organisation(s) for whom the supplies /services were undertaken, including contact details;
- (b) the nature of the project and the outcome achieved by the Tenderer;
- (c) the period over which the work was undertaken; and
- (d) the value of the work undertaken.

TENDERER's RESPONSE

Maximum 3 pages preferred

7. Tenderer Financial and Commercial Viability

- 7.1 The Tenderer should demonstrate its financial and commercial viability, and operational stability.
- 7.2 This should include data from or for a financial analysis of its operations including profitability, liquidity, insolvency, bankruptcy actions, working capital management efficiency, financial structure, debt coverage and return on investment.
- 7.3 The Tenderer should provide any other information that will provide confidence to the Department of the ability for the organisation to continue to effectively and efficiently provide insulin pumps, Associated Goods and Associated Services under the IPP (and NDSS in the context of Associated Services) for the duration of the Deed of Standing Offer.
- 7.4 The Department may also request further information and undertake its own independent enquiries and assessment in relation to the Tenderer's financial viability.

TENDERER's RESPONSE

Maximum 3 pages preferred

8. Tenderer Corporate, Environmental and Social Commitment

- 8.1 The Tenderer should demonstrate its commitment to corporate, environmental and social responsibility.
- 8.2 This should include a description of activities, credentials, investments or awards associated with contribution to the Australian community and support for environmental and ecological sustainability.
- 8.3 The tenderer should also disclose any penalties or sanctions imposed on its organisation or leaders relating to environmental protection breaches.

TENDERER's RESPONSE

Maximum 1 page preferred

9. Actions or Investigations

- 9.1 The Tenderer should provide particulars of any reporting, claim, petition, action, product recall, judgement or decision that is likely to adversely affect its capacity to supply the Products under the IPP Panel.
- 9.2 Tenderers should provide details of whether or not they are aware that they are under investigation, or the subject of court proceedings, in relation to a possible or actual breach of any relevant legislation, and if applicable, provide details of the same.

TENDERER's RESPONSE

Maximum 2 pages preferred

10. Risk management

- 10.1 Tenderers should set out in their Tender response:
- (a) the key issues and risks they consider are relevant to the provision of the Products;
 - (b) the Tenderer's suggested approach to the issue and risk;
 - (c) the Tenderer's and Department's roles in the suggested approach; and
 - (d) the Tenderer's risk management systems currently in place or proposed.

TENDERER's RESPONSE

Maximum 3 pages preferred

11. Confidential Information

- 11.1 The Tenderer should specify any information which is contained in its Tender, or which may be provided by it during this RFT process, that it considers should be protected as Confidential Information by the Department in respect of any resulting panel arrangement. The Tenderer should also provide appropriate reasons why any such information should be protected as Confidential Information (see clause 35 of the RFT for further details).
- 11.2 Tenderers should:
- (a) be aware that the Department reserves the right to publish the pricing of individual Products and Associated Goods and Services of IPP Panel Suppliers, including for the purpose of allowing IPP participants and their prescribers to make informed selections of insulin pumps; and
 - (b) review the information available from the Department of Finance's website for further detail about what information may be protected as Confidential Information (see the Department of Finance's [Confidentiality Throughout The Procurement Cycle](#)).

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

12. Other information

- 12.1 Tenderers should provide any other information that addresses the Evaluation Criteria set out in clause 21.1 of this RFT.

TENDERER's RESPONSE

Maximum 5 pages preferred

Schedule 4 – Statement of Non-Compliance**1. Statement of Non-Compliance**

- 1.1 If a Tenderer does not comply with any provisions of the Draft Deed (Schedule 6), it should include in its response below details of:
- (a) the provision that it does not comply with;
 - (b) the alternative words for that provision as proposed by the Tenderer; and
 - (c) any increase in its Tender price if the Department does not agree to the amendment.
- 1.2 The Department will consider any non-compliances or partial compliances in its evaluation of other risks.
- 1.3 If Tenderers do not submit a response to this Schedule they will be evaluated on the basis that they agree with all the provisions of the Draft Deed.
- 1.4 The Department does not intend to permit a Tenderer to re-open any provision of the Draft Deed in negotiations that was not identified as an area of non-compliance or partial compliance in a Tender.
- 1.5 Tenderers are reminded that it is the Department's intention to establish common terms relating to the supply of the Products under the IPP Panel, according to the terms and conditions set out in the Draft Deed.

Deed clause or item no.	Nature of non-compliance	Reasons for non-compliance or partial compliance

Schedule 5 – Pricing Schedule**1. Pricing Schedule**

- 1.1 Tenderers are required to provide a **single fixed price** for the provision of each insulin pump tendered. All pumps tendered must meet the requirements specified in the Statement of Requirements.
- 1.2 All prices must be inclusive of all costs and expenses associated with the supply and delivery of Products tendered, which includes all Associated Goods and Associated Services as described in the Statement of Requirements.
- 1.3 All prices must be fixed for the duration of the Deed.
- 1.4 All prices should be stated in Australian dollars.
- 1.5 A breakdown of all assumptions or other qualifications relied upon for generating the prices should be provided.
- 1.6 Tenderers should complete the details in the following table:

Pump Brand	Pump Model	Price (GST exclusive)	Price (GST inclusive)

- 1.7 The Department is seeking value for money in the supply of insulin pumps and Associated Goods. Discounts available to the Department under the IPP will be well-regarded in any evaluation. Tenderers should provide details of any discounts which may be offered to the Department, for example discounts associated with volume of insulin pumps delivered under the IPP in any year. Tenderers are encouraged to be innovative in considering potential discounts available to the Department.

TENDERER'S RESPONSE

- 1.8 Tenderers should have regard to the invoicing and payment terms in clause 8 of the Draft Deed and state here whether payment terms will be 30 days (as indicated) or another period.

TENDERER'S RESPONSE

Schedule 6 – Draft Deed

See attached *Deed of Standing Offer*.

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