



Australian Government
Department of Health

OFFICIAL

Ministerial Submission – Standard
MS20-000191 Version (1)
Date sent to MO:24/07/20

To: Minister Colbeck

cc: Minister Hunt

Subject: CHSP GROWTH FUNDING ROUND 2020-21

Critical date: 10 August 2020.

Recommendation/s:

s22

2. Agree to the following priorities for 2020-21 growth funding:

- a. \$15m per year over two years from 2020-21 to develop an expanded aids, equipment and assistive technology scheme.

2a. Agreed/Not agreed/
Please discuss

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3. Agree to delegate your approval to release the related Grant Opportunity Guidelines to the Departmental delegate.

3. Agreed/Not agreed/
Please discuss

Signature

Date: 14 / 8 / 2020

Media Release required? YES/ NO

Comments:

Contact Officer:	Nick Morgan	Assistant Secretary, Home Support and Assessment Branch	Ph: (02) 6289 s22 Mobile: s22
Clearance Officer:	Michael Lye	Deputy Secretary, Ageing and Aged Care Group	Ph: (02) 6289 s22 Mobile: s22

Issues:

1. The CHSP appropriation grows in real terms by 3.5% per annum to expand services to meet the growth in the population of older Australians – there is \$59.5m available in 2020-21 and the out years to expand ongoing CHSP services.
2. COVID-19 has created an opportunity to take a different approach to growth funding in 2020-21 than in past years. The combined impact of reduced demand for CHSP services during COVID-19, increased flexibility for CHSP providers, and provision for providers to roll-over unspent 2019-20 funds, means the normal approach of allocating all growth funds to demand pressures may not be appropriate.
3. There is an opportunity to use the majority of growth funds to address policy priorities, with a smaller proportion spent on the areas of known supply shortages pre-COVID-19.

Proposed distribution of funds:

4. It is proposed that around 60% of growth funding be allocated to the following policy priorities that have been identified through analysis of the CHSP evidence base with the remainder spent on general growth in services and ad hoc proposals:
 - a. Broaden the approach to, and expand services for, aids equipment and assistive technology (\$15m pa)

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5. Further details are outlined below.

A. Aids Equipment and Assistive Technology

6. A recent review of Assistive Technology (AT) programs in Australia identified that AT programs for older Australians are characterised by inequitable access to funding, a lack of transparency about the types of AT available, unnecessary complexity, and inconsistent eligibility. The review also outlined benefits of providing older Australians with early access to information and advice about AT products to support their independence and delay or reduce reliance on aged care services.
7. This proposal includes the allocation of \$15m per year in 2020-21 and 2021-22 to improve access to information and AT to support older Australians to live independently at home. The funding allocation is expected to comprise of:
 - a. \$5m per year in 2020-21 and 2021-22 to implement an AT information and screening service. Establishing the service entails:
 - i. Building, testing and establishing a digital platform, as a first point of contact for older Australians seeking accessible and independent information and advice about AT to support them to live independently.
 - ii. Developing and testing an AT screening tool, which would be available to people within and outside the aged care system, including potentially My Aged Care operators conducting phone-based screening. The screening tool would assist people to identify appropriate AT and support earlier intervention to slow functional decline.
 - b. \$10m per year in 2020-21 and 2021-22 to fund additional AT, home modifications, and occupational therapy services (for assessment of more complex AT and home modifications).

- i. These service types are shown to be experiencing demand pressures and a projected future shortfall in funding, identified in the preliminary Deloitte Access Economics CHSP Data Study demand projections.
- ii. The funds would provide an additional 12,500 clients with AT up to the value of \$750 per client on average (approximately \$9.375m total) and fund OT services for approximately 35% of clients who require it (approximately \$0.56m).
- iii. These funds would also be available for clients requiring a personal alarm/monitoring device (in 2018–19 there were over 15,400 assessments where assessors recommended clients investigate getting a personal alarm).

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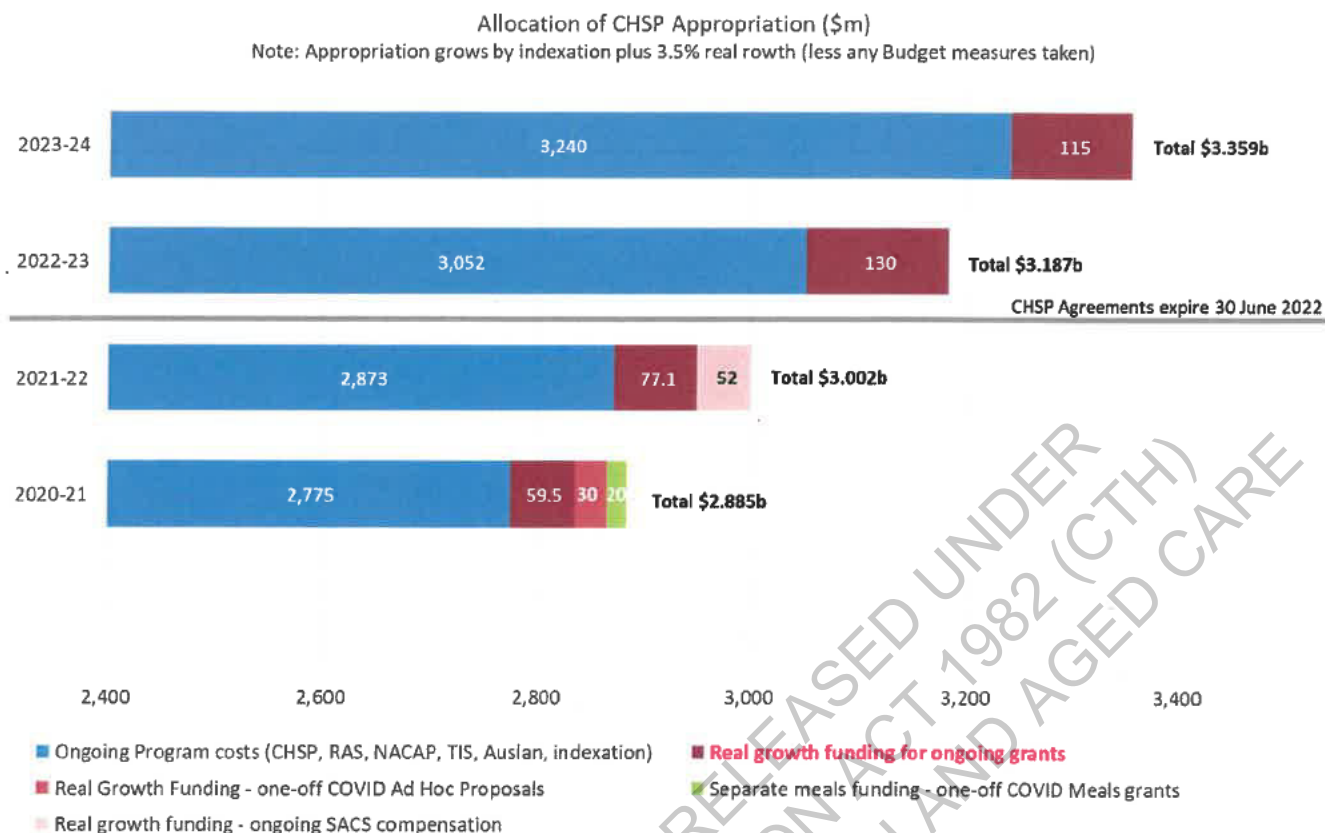
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Budget/Financial Implications:

CHSP Funding agreements are in place until 30 June 2022, however, the appropriation continues in the forward estimates. Funding of up to \$59.5m is available in 2020-21 and 2021-22 (and the forward estimates) to fund ongoing growth in CHSP services under s47E(d) Home Support and Care.

s47E(d)



Relevance to Election Commitments / Budget Measures:

In the 2019-20 Budget the Australian Government announced that funding for the CHSP would be extended from 1 July 2020 to 30 June 2022. A closed, non-competitive round was opened to existing providers in December 2019. The Department is currently working closely with the Community Grants Hub to extend their agreements through to 30 June 2022.

Sensitivities:

The Department will work closely with the Community Grants Hub in the Department of Social Services to manage grant processes to distribute these funds. There are long lead times to run grant rounds, and payments arising from these grants will not be able to be made until 2021.

Consultations:

Consultation on growth funding priorities identified in **Attachment A** was undertaken with Regional Assessment Services and Aged Care Assessment Teams across Australia, the Department of Health State Offices and the DSS Community Grants Hub Funding Arrangement Managers. The Department of Finance is being consulted regarding the Grant Opportunity Guidelines.

Regulatory Burden Implications and/or Deregulation Opportunities:

N/A

Communication/Media Activities: N/A

Impact on Rural and Regional Australians:

N/A

Attachments:

A: Growth priority areas (as at January 2020) and selection methodology

B: Mandatory Grant Rules and Guidelines and Other Requirements

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Attachment C – Mandatory Grant Rules and Guidelines and Other Requirements

The CGRGs require Ministers to comply with relevant legislative requirements in the Public Governance, Performance and Accountability Act 2013 (PGPA Act) and the Commonwealth Grants Rules and Guidelines 2017 (CGRGs) and officials are required to advise their Ministers on these requirements. In making your decision you need to consider your mandatory obligations associated with approving grants. These include:

- a. If you approve expenditure under section 71 of the PGPA Act, in relation to a grant or group of grants, you must not approve the grant without first receiving written advice from Department staff on the merits of the proposed grant or group of grants before you make your decision. That advice must meet the requirements of paragraph 4.6 of the Commonwealth Grant Rules and Guidelines (CGRGs).
- b. If the proposed expenditure of relevant money relates to a grant, where you exercise the role of approver you must also record, in writing, the basis for the approval relative to the grant guidelines and key considerations of value with relevant money. The recommended basis and record for the approval, relative to the grant guidelines and the key consideration of value for money, are set out in this brief. If there is any alternative basis or considerations on which you are basing your decision you should record these in accordance with clause 4.11 of the CGRGs.
- c. If you approve a grant the Department has not recommended for funding (e.g. because it is ineligible or because it is not competitive of value for money). You must provide written advice of the basis of your approval for reporting to the Department of Finance in line with the CGRG annual reporting requirement in paragraph 4.13 of the CGRGs, i.e. by 31 March each year for grants approved in the preceding calendar year.

Consistent with section 71 of the PHPA Act you must not approve a grant unless, after reasonable enquiry, you are satisfied that these grants would be a proper use of relevant money.

If your approval is not given, or is made conditional on the applicant meeting additional obligations, please advise the reasons for your decision and any conditions placed on the approval, for the follow-up by the Department.

For the majority of grants, once the grant is approved, the Secretary of their delegate, will approve the commitment of relevant money under s23(3) of the PGPA Act and enter into the arrangement pursuant to s23(1) of the PGPA Act or s32B of the Financial Framework (Supplementary Powers) Act 1997 (and 32C if applicable) as the case requires. For grants made under specific statutory legislation the brief will contain details of the relevant statutory framework and approvals.

The Department is responsible for ensuring forward year commitments are recorded in accordance with the PGPA Act. The Department will record any applicable amounts if you approved the grant/s recommended in this brief.

Introduction

Proposed summary of the request for tender

The Department of Health of Health (DoH) funds the Commonwealth Home Support Programme (CHSP) to provide entry level support for older people who need some help to stay at home.

The Request for Tender (RFT) seeks to establish a Standing Offer Panel comprising suitable organisations with the demonstrated knowledge, capability and capacity to supply, install, and maintain appropriate goods, equipment and assistive technology (GEAT), as well as provide ongoing user support, to meet the needs of older people, as assessed by the Regional Assessment Services (RAS) and Aged Care Assessment Teams (ACAT), to access GEAT through the CHSP.

DoH will only consider tenders from organisations that have the demonstrated capabilities to provide the specified services through a fully national service, including supplying to regional and remote addresses. Tenderers should demonstrate a thorough understanding of the particular needs of older Australians requiring GEAT to remain living safely in their home.

The period of the Deed of Agreement resulting from this tender will end on 30 June 2022, with an option clause to extend for up to a further 24 months, at the DoH's discretion.

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To: Nick Morgan, Assistant Secretary, Home Support and Assessment Branch, In-Home Aged Care Division

SUBJECT: PROCUREMENT OF ADDITIONAL GOODS, EQUIPMENT AND ASSISTIVE TECHNOLOGY UNDER THE COMMONWEALTH HOME SUPPORT PROGRAMME (CHSP)

Purpose

This Minute seeks your approval to undertake an open tender approach to market, to establish a Panel of one or more Goods, Equipment and Assistive Technology (GEAT) Agent/s under the Commonwealth Home Support Programme.

If you agree you need to provide:

- **APPROVAL** for the expenditure of up to \$20 million (GST excl) from CHSP growth funding as agreed by Minister Colbeck over 2 years (\$10 million in 2020-21 and \$10 million in 2021-22)
- **APPROVE** the Request for Tender to establish a Panel of GEAT Agents at **Attachment A**
- **APPROVE** the Procurement Plan at **Attachment B**
- **APPROVE** the Risk Profile at **Attachment C**
- **APPROVE** the Request for Austender Listing at **Attachment D**
- **NOTE** confirmation of the availability of funds at **Attachment E**
- **NOTE** IPP Checklist at **Attachment F**.

Timing

Your approval is required as soon as possible to enable the tender to be released.

Issues/Sensitivities

1. A recent review of Assistive Technology (AT) in Australia identified that AT programs for older Australians are characterised by inequitable and insufficient access to funding, procurement undertaken under disparate and disconnected programs, unnecessary complexity, inconsistent eligibility, and a lack of transparency about the types of AT available.
2. Current funding arrangements for Commonwealth Home Support Programme (CHSP) services are processed through formal Grant Opportunities under the Commonwealth Grant Rules and Guidelines. The Grants process is categorised by:
 - a. Up to 12 months from design to first payment being made, often leaving providers limited time to expense funds in the relevant financial year
 - b. Goods and services not being able to quickly adapt to change in service usage or demand
 - c. Restricting the ability to contract new providers to meet service gaps outside of a formal Grant process.
3. There is an opportunity to address the concerns from the AT review, through a trial of an alternative funding arrangements for the CHSP service types of Goods, Equipment and Assistive Technology (GEAT) using funds from the CHSP 2020-21 growth round.
4. The alternative funding arrangement would involve an open market request for tender to establish a deed of standing offer with a panel of suitable providers or agents until 30 June 2022.

5. Current CHSP GEAT grant providers would need to apply for the request for tender, if they want to be considered for the panel. GEAT grant agreements established through to 30 June 2022 will continue until expiry.
6. If there are successful tenderers that are not currently registered as a CHSP provider, the Community Grants Hub has agreed to create a GovGPS record that links to a NAPS record created by the AgedCare ICT team.
7. AgedCare ICT will create a reporting template with the same structure as CHSP to allow for manual upload of data into NAPS. The successful tenderers will be required to complete the template as part of normal monthly reporting requirements.

Consultation

The Assessment Reform Section has consulted with the Home Aged Care Reform Section, Finance Business Partner, CHSP Program Management Section, Assessment Delivery Section and Procurement Advisory Support on the development of this procurement.

Funds Availability

Funding is available from s47E(d) – Home Support and Care for the 2020-21 and 2021-22 financial years.

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Recommendation

THAT YOU:

R1. APPROVE for the expenditure of up to \$20 million (GST excl) from CHSP growth funding as agreed by Minister Colbeck in MS20-000191 over 2 years (\$10 million in 2020-21 and \$10 million in 2021-22)

☒ Approved ☐ Not Approved / Please Discuss

R2. APPROVE the Request for Tender to establish a panel of GEAT Agents at **Attachment A**

☒ Approved ☐ Not Approved / Please Discuss

R3. APPROVE the Procurement Plan at **Attachment B**

☒ Approved ☐ Not Approved / Please Discuss

R4. APPROVE the Risk Profile at **Attachment C**

☒ Approved ☐ Not Approved / Please Discuss

R5. APPROVE the Request for Austender Listing at **Attachment D**

☒ Noted ☐ Please Discuss

R6. NOTE confirmation of the availability of funds at **Attachment E**

☒ Noted ☐ Please Discuss

R7. NOTE IPP Checklist at **Attachment F**

☒ Noted ☐ Please Discuss

s47F

Nick Morgan
Assistant Secretary
Home Support and Assessment Branch
18 February 2021

Attachments:

Attachment A – Request for Tender
Attachment B – Procurement Plan
Attachment C – Risk Profile
Attachment D – Request for Austender Listing
Attachment E – Finance Business Partner Funds Availability
Attachment F – Indigenous Procurement Policy Checklist

Contact officer:

s22

Phone:

02 6289 s22

TRIM ref:

D20-2571363

Procurement Plan Agreement and Approval to Approach the Market

To: Nick Morgan, Assistant Secretary, Home Support and Assessment Branch

Subject: Procurement of additional Goods Equipment and Assistive Technology Services (GEAT) under the Commonwealth Home Support Programme (CHSP)

RECOMMENDATIONS:

NOTE the Finance Business Partner has confirmed that uncommitted funding is available to a total value of \$20 million (GST excl) in 2020-21 and 2021-22 (\$10m in each financial year) for the requirements detailed in the attached Procurement Plan (Attachment A).	Noted / Please Discuss
NOTE the Indigenous Procurement Policy mandatory set-aside does not apply to this procurement (Attachment B).	Noted / Please Discuss
NOTE the overall Risk Profile of this procurement is Low (Attachment C).	Noted / Please Discuss
APPROVE the request document in accordance with the Procurement Plan Request For Tender (RFT) (Attachment D).	Approved / Please Discuss
APPROVE the Evaluation Plan for this competitive procurement (Attachment E).	Approved / Please Discuss

s47F

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Nick Morgan, Assistant Secretary

18 February 2021

Key Points:

- The Australian Healthcare Associates (AHA) review of assistive technology (AT) programs for older people in Australia (June 2020) found access to AT is inequitable and programs are not designed to respond to the changing needs of ageing consumers.
- On 14 August 2020 the Minister approved \$20 million in 2020-21 and 2021-22 (\$10m in 2020-21 and \$10m 2021-22) to fund additional Goods, Equipment and Assistive Technology (GEAT) services through the CHSP Growth round.
- This procurement will trial an alternative funding method to current CHSP grants, and will seek to engage one or more providers/agents to source, distribute and provide user support to older Australians that are assessed as requiring GEAT to remain safe and independent in their homes.
- This Procurement Plan demonstrates the proposed procurement's alignment with the *Commonwealth Procurement Rules*.
- This procurement will be conducted in accordance with the Department's Procurement Process.

Contact Officer:

s22	A/g Director	CHSP Policy Section, Home Support and Assessment Branch	02 6289 s22
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PROCUREMENT PLAN

Procurement of additional Goods Equipment and Assistive Technology (GEAT) services under the CHSP – Health/20-21/E20-276998

1. PROCUREMENT AIM AND JUSTIFICATION

Background

- Current CHSP grant funding arrangements for GEAT services are inflexible to the changing needs of CHSP client/s and are inequitably funded across Aged Care Planning Regions. This has resulted in many referrals for these services not being accepted and, in many instances referrals not being made by the Regional Assessment Services.
- To address the funding gaps, up to \$10 million in 2020-21 and \$10 million in 2021-22 in CHSP Growth funding is proposed to be used to fund additional GEAT nationally (**Attachment F**).
- In 2020, the Department funded AHA to undertake a review of Assistive Technology (AT). The review found that AT can help older people maintain independence and stay living in their homes by: maintaining or improving functional capabilities; preventing impairments and secondary health conditions, for example, reducing risk and improving safety through falls prevention; and reducing the burden on carers. The review also found that current AT programs are difficult to navigate, complex and generally do not meet a person's changing needs.

Current arrangements

- Current CHSP funding arrangements are processed through formal Grant Opportunities under the Commonwealth Grant Rules and Guidelines, with the process:
 - Often taking up to 12 months from design of a new grant to the first payment being made to grantees with the Department having limited opportunity to influence the grant timeframes.
 - Often having grant funds paid late, and leaving service providers insufficient time to expend the grant in the financial year for which funds are provided.
 - Causing the inability for grants to be quickly increased / reduced / redistributed in line with service usage or changes in demand, and;
 - Causing the inability to bring in new providers (e.g. to meet service gaps) outside of a formal grant opportunity (which is typically only run once every 1-2 years).

Procurement Aim and Proposed approach to market

- The procurement aims to achieve real growth in the GEAT service by filling known gaps in CHSP funding. This will be achieved by implementing an alternative funding and service delivery model designed to improve the equity of access through the CHSP and inform the design of a future aged care at home model.
- The alternate funding arrangements would involve an open request for tender to establish a Panel of one or more providers and/or agents to source and deliver the full range of CHSP GEAT items detailed in Schedule 1 related to:
 - Aids for vision and hearing
 - Bathing, showering and toileting
 - Communication: speak, read and listen
 - Computer access
 - Continence products

- Design and building for access and safety
- Vehicle modifications
- Eating and drinking
- Kitchen and household tasks
- Lifting and transferring people
- Personal care and dressing
- Driving
- Walking aids
- Telephones, intercoms and call systems
- Safety and health management
- Scooters, Wheelchairs and wheeled mobility
- Seating, sleeping and body support
- Standing aids
- Switches and remote controls
- The service delivery model proposed by tenderers need not deliver a face to face bricks and mortar presence in the areas they propose to service. Tenderers may include online retailers, brokers, or similar.
- Providers and/or agents will:
 - Coordinate the supply and delivery of GEAT to CHSP clients throughout Australia, including rural and remote areas.
 - Deliver GEAT in a timely manner to ensure CHSP clients assessed needs are met.
 - Provide GEAT direct to clients via either sale, lease or loan.
 - Ensure under-advice or prescribed GEAT (complex or specialised equipment) has been referred or configured by an Occupational Therapist who has assessed the CHSP client as needing this level of GEAT.
 - Coordinate the ongoing maintenance and repair of GEAT provided to the CHSP client, as required.
 - Goods and services must be provided in accordance with:
 - [CHSP Manual Program Manual 2020-2022](#) (where applicable)
 - [Aged Care Quality and Safety Standards](#); and
 - [Charter of Aged Care Rights](#)
 - [Australian Consumer Law](#)
 - As required, provide ongoing user support, which may be via online written resources, videos, instruction guides, phone support, by appointment with an OT, etc., as is appropriate for the type and complexity of the equipment.
 - Only deliver GEAT in accordance with the prices in their deed of standing off and within the contract value specified in their work order.
- The Panel will be established under a Deed of Standing Offer with each provider/agent.
- Procurement Advisory Service (PAS) has advised, under the *PGPA ACT 2013*, the Commonwealth Procurement Rules 2019, and departmental Finance Business Rule 6.2, upfront payment for goods and services that have not been delivered, are not recommended in a procurement. Upfront payments without deliverables increases the risk to the Commonwealth, especially when the supplier has not specially asked for a prepayment and allowed for a discount in doing so. Therefore, payments under contract are proposed to be made routinely upon monthly invoice from the supplier.
- Current CHSP grant providers would need to apply to the Request for Tender, if they want to be considered for the panel. CHSP grant agreements established through to 30 June 2022 will continue until expiry.
- As part of the Request for Tender (RFT), Schedule 5 – Pricing Schedule. Tenderers will be required to provide detail on:
 - Brand

- Item cost – includes delivery costs, on-costs and overheads; and
 - Additional information – please note if significantly impacted by variations in GEAT volume
- Associated costs are to be costed for MMM1 – 7, covering Metro, Regional, Rural, Remote and Very Remote areas.
- In line with the CHSP Program Manual, it is expected that CHSP clients' who are unable to purchase GEAT independently will be able to access up to \$750 in total support per financial year.
 - The Agent has the discretion to increase the cap to \$1,000 per client per financial year. This means the Agent will receive a maximum of \$1,000 per client per financial year from the Department.

Achieving value for money

Value for money will be achieved through an open tender process that encourages competition and is non-discriminatory, with decisions regarding the procurement being made in an accountable and transparent manner and appropriately documented.

Compliance with the Commonwealth Procurement Rules

By following the process embedded in the Department of Health Procurement Method Decision Tree, this procurement will be compliant with the requirements of the Commonwealth Procurement Rules, December 2020.

2. ESTIMATED PROCUREMENT TIMETABLE

Distribution of RFT to potential supplier/s:	Wednesday, 11 February 2021
Closing Date for Responses:	Tuesday, 9 March 2021
Contract Start Date:	Upon execution of Deed of Standing Offer
Contract End Date:	30 June 2022
Extension Option:	A period or periods up to 24 months (optional, dependent on appropriate approvals)

3. DETAILED ESTIMATE OF COSTS

The estimated expenditure for the contract term is \$20,000,000 (GST excl).

Approval to exercise any extension, option or renewal will be sought prior to extending the arrangement.

The expenditure is proposed as follows:

Financial Year	Amount (GST excl)
2020-21	\$10,000,000
2021-22	\$10,000,000
Total Estimated Expected Maximum Value	\$20,000,000

Any expenditure will be funded from:

Cost Centre Name: s47E(d) – Homes Support and Care

Cost Centre Code: s47E(d)

4. INDIGENOUS PROCUREMENT POLICY

The Indigenous Procurement Policy checklist was completed and determined the mandatory set-aside does not apply to this procurement (Attachment B).

5. PROCUREMENT METHOD

This procurement will involve an open tender to establish a Deed of Standing Offer with a panel containing one or more of GEAT Agent/s. The estimated expected maximum value of the proposed procurement is above the [relevant](#) procurement threshold (CPRs 9.7).

If no suitable responses are received, this Procurement Plan will be reassessed and an alternative process may be considered.

6. STAKEHOLDER CONSULTATION

The Department of Health engaged Australian Healthcare Associates (AHA) to undertake a review of AT programs for older people in Australia. The primary purpose of the review was to assess equity of access to AT for senior Australians across Australia. As a result of the review's findings the Department sought and received approval to use CHSP growth funding to expand GEAT services through the CHSP.

The Assessment Reform Section has consulted with the Home Aged Care Reform Section, CHSP Program Management Section, Assessment Delivery Section, Finance Business Partner (FBP) and Procurement Advisory Support on the development of this procurement.

7. RISK ENGAGEMENT

A Risk Profile has been completed (**Attachment C**) and the overall risk rating is Low. Risks will continue to be monitored throughout the process and reported to the Delegate as appropriate.

8. DOCUMENT DISTRIBUTION AND RECEIPT

Open tender: Documentation will be handled in line with the requirements of the CPRs and the Procurement Process - Open Tender guide.

9. EVALUATION

The Evaluation Team will review responses to determine the best value for money outcome for the Commonwealth in accordance with the approved Tender Evaluation Plan (**Attachment E**).

The Evaluation Team possess the necessary mix of technical/subject matter skills to effectively assess the submission/s. An evaluation report will be provided to the Delegate.

The proposed Evaluation Team is as follows:

Name	Position Title	Branch/Division	Role
s22	A/g Director	Home Support and Assessment Branch, In Home Aged Care Division	Chairperson
s22	EL1	Home Support and Assessment Branch, In Home Aged Care Division	Subject Matter Expert
TBC	EL1	Home Support and Assessment Branch, In Home Aged Care Division	Member

10. CONTACT OFFICER

Date Completed	Contact Name	Position Title	Division/Branch	Contact Phone
10 Feb 2021	s22	A/g Director	CHSP Policy Section, Home Support and Assessment Branch	02 6289 s22

Attachments:

- A. Finance Business Partner Funds Availability
- B. IPP Checklist
- C. Risk Profile
- D. Request for Tender
- E. Evaluation Plan
- F. Ministerial confirmation - MS20-000191

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Australian Government
Department of Health

REQUEST FOR TENDER FOR THE PROVISION OF GOODS, EQUIPMENT AND ASSISTIVE TECHNOLOGY UNDER THE COMMONWEALTH HOME SUPPORT PROGRAMME

Health/20-21/E20-276998

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

Lodgement Closing Time: 2.00 pm (AEDT), Monday 8 March 2021

PLEASE NOTE:

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

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.

**Commonwealth contact: Director
Assessment Reform Section
MyAgedCareProcurement@health.gov.au**

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

1. REQUEST FOR TENDER

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 Deed;
- h. Schedule 3 – Tenderer Response Information;
- i. Schedule 4 – Statement of Non-Compliance;
- j. Schedule 5 – Pricing Schedule; and
- k. Schedule 6 – Draft Contract.

Tenderers' attention is also drawn to the:

- a. Conditions for Participation set out in clause 12;
- b. Minimum Content and Format Requirements set out in clause 13; and
- c. Essential Requirements set out in clause 135.

2. THE DEPARTMENT

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 program management, research, regulation and partnerships with other government agencies, clients and stakeholders.

The Department pursues the achievement of a number of outcomes, including a specific outcome regarding improved wellbeing for older Australians through targeted support, access to quality care and goods and services to enable them to remain living independently in their homes.

Under this outcome, the Department is responsible for the Commonwealth Home Support Programme (CHSP). The CHSP provides small amounts of entry-level support to assist older people aged 65 years and over (50 years and over for Aboriginal and Torres Strait Islander people) to remain living at home and in their community. The CHSP funds domestic assistance, transport, meals, personal care, home maintenance, social support, respite, nursing, allied health and therapy services, and home modifications. The CHSP program places a strong focus on activities that support independence and social connectedness and take into account each person's individual goals and choices.

Through the CHSP, the Department also provides funding for Goods, Equipment and Assistive Technology (GEAT). GEAT assists a CHSP client to cope with a functional limitation and maintain their independence. Items include those that provide short-term and ongoing support and assist with mobility, communication, reading and personal care.

This Tender will enable the Department to trial an alternative funding approach to current GEAT grant arrangements, by sourcing providers/agents to provide GEAT across Australia, ensuring equitable access and meets the changing needs of CHSP clients.

The Department will establish a panel of suitable providers/agents with national capability and capacity to source, supply, install, and maintain GEAT to older Australians through the CHSP.

The Tender is supported by funding of up to \$10 million in 2020-21 and \$10 million in 2021-22, expecting to assist around 15,000 clients per financial year.

The providers/agents are appointed to the panel through a Deed of Standing Offer, which will expire on 30 June 2022, with an option to extend for a further 24 months.

The Department will contract providers/agents from the panel through an Official Order to achieve national coverage for the provision of the required goods and services nationally as set out in Schedule 1 – Statement of Requirement of this RFT.

For the purpose of this procurement, the Department defines providers/agents as an organisation that supplies goods and services directly to a CHSP client on behalf of the Government.

3. SERVICES THE DEPARTMENT REQUIRES

The Department is seeking Tenders for providers/agents to:

- a. Source and deliver the range of CHSP GEAT items (see item examples at Schedule 1 – Statement of Requirement, Item 4 of this RFT) in related to:
 - Aids for vision and hearing
 - Bathing, showering and toileting
 - Communication: speak, read and listen
 - Computer access
 - Design and building for access and safety
 - Vehicle modifications
 - Eating and drinking
 - Kitchen and household tasks
 - Lifting and transferring people
 - Personal care and dressing
 - Driving
 - Walking aids
 - Telephones, intercoms and call systems
 - Safety and health management
 - Scooters, Wheelchairs and wheeled mobility
 - Seating, sleeping and body support
 - Standing aids
 - Switches and remote controls
- b. Provide GEAT direct to clients via either sale, lease or loan.
- c. Coordinate the supply and delivery of GEAT to CHSP clients throughout Australia, including rural and remote areas. GEAT must be delivered in a timely manner to ensure CHSP clients assessed needs are met.
- d. Coordinate the ongoing maintenance and repair of GEAT provided to the CHSP client, as required, for the duration of the contract.
- e. Ensure under-advice or prescribed GEAT (complex or specialised equipment) has been referred or configured by an Occupational Therapy Council of Australia Ltd (OTC) accredited Occupational Therapist who has assessed the CHSP client as needing this level of GEAT.
- f. Provide goods and services in accordance with:
 - [CHSP Manual Program Manual 2020-2022 \(where applicable\)](#)
 - [Aged Care Quality and Safety Standards; and](#)
 - [Charter of Aged Care Rights](#)
 - [Australian Consumer Law](#)

- g. As required, provide ongoing user support:
 - A Regional Assessment Service (RAS) or Aged Care Assessment Team (ACAT) will make a CHSP clients' referral for GEAT following an assessment.
 - The tenderers must be able to source and provide appropriate GEAT that aligns with the clients support plan, based on their aged care assessment. The tenderer must have the ability to determine if the GEAT is appropriate for the clients' needs as assessed, and may need to engage with the assessor or and OTC Occupational Therapist if required; and
 - As appropriate for the type and complexity of the GEAT, provide support to the consumer for example via online written resources, videos, instructional guides.
- h. Tenderers must meet eligibility requirements to obtain access to My Aged Care – see Essential Requirements Clause 15 for details.
- i. Tenderers that are CHSP service providers can retain their existing grant funding. The funds for this tender are separate to the CHSP grant agreement. Existing CHSP providers do not need to set up access to the My Aged Care portal.
- j. Tenderers do not need to apply for a CHSP grant.
- k. The detailed specifications and requirements for the GEAT goods and services are set out at Schedule 1 - Statement of Requirement. The Department proposes to engage the successful Tenderer to provide the GEAT in accordance with the Draft Contract set out in Schedule 6.

4. RFT TIMETABLE

The following is an indicative timetable for this RFT process:

Activity	Timing
Release of RFT	Thursday, 11 February 2021
Enquiry Cut-Off Date	Wednesday 3 March 2021
Closing Time	2pm (AEDST), 9 March 2021
Negotiation with preferred Tenderer(s)	March 2021
Execution of Contract with successful Tenderer	April 2021
Notification of unsuccessful Tenderers	April 2021
Commencement of Services	Upon execution of Official Order

5. ENQUIRIES ABOUT THIS RFT

Enquiries about this RFT should be made by email addressed to:

Name:	Director
Title:	CHSP Policy Section
Email:	MyAgedCareProcurement@health.gov.au

The Department will provide answers to any reasonable enquiry from a prospective Tenderer that is received by the Department before the Enquiry Cut-Off Date set out in clause 4, in which case:

- 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.

All communications related to this RFT should be addressed to the Contact Officer (via the contact details specified above) and not to other Departmental officers or other persons. The Department may not respond to any enquiry not made in accordance with the requirements of clause 5.1. A Tenderer who communicates other than to the Contact Officer may be excluded from participating further in this RFT process.

6. GOVERNMENT PROCUREMENT (JUDICIAL REVIEW) ACT 2018 (Cth)

This RFT process is a covered procurement for the purposes of the Commonwealth Procurement Rules and the *Government Procurement (Judicial Review) Act 2018* (Cth).

Information on any public interest certificate that may be issued under the *Government Procurement (Judicial Review) Act 2018* (Cth) in relation to this RFT process will be available at [About Us](#) on the health Website.

7. AUSTENDER, THE AUSTRALIAN GOVERNMENT TENDER SYSTEM

AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this RFT process, Tenderers agree to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on the AusTender website at <https://www.tenders.gov.au/?event=public.termsOfUse>.

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

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

8. ELECTRONIC LODGEMENT

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.

If Tenderers need to lodge material that cannot be submitted via AusTender, Tenderers should contact the Contact Officer prior to Closing Time to arrange for its submission.

9. TENDER CLOSING TIME AND DATE

Tenders must be lodged before 2pm local time in the ACT on the Tuesday, 9 March 2021 (the Closing Time).

The Closing Time will also be displayed in the relevant AusTender webpage together with a countdown clock that displays in real time the amount of time left until Closing Time (For more information please see AusTender Terms of Use). For the purposes of determining whether a Tender has been lodged before the Closing Time, the countdown clock will be conclusive and will be the means by which the Department determines whether a Tender has been lodged by the Closing Time.

AusTender will not accept attempt to lodge a Tender after the Closing Time. Such a Tender will be deemed a Late Tender. Late Tenders will be excluded from consideration unless the Tender is late because of mishandling by the Department.

Where electronic submission of a Tender has commenced prior to the Closing Time but concluded after the Closing Time, and upload of the Tender file(s) has completed successfully, as confirmed by AusTender system logs, the Tender will not be deemed to be a Late Tender. Such Tenders will be identified by AusTender to the Department as having commenced transmission prior to, but completed lodgement after, the Closing Time.

Where a Tender lodgement consists of multiple uploads, due to the number and/or size of the files, Tenderers must ensure that transmission of all files is completed and receipted before the Closing Time and clause 9.4 will only apply to the final upload.

10. PREPARING TO LODGE A TENDER

Tender File Formats, Naming Conventions and Sizes

The Department will accept Tenders lodged in Microsoft Word 2010 (or above), Microsoft Excel 2010 (or above) or Adobe PDF 10.0 (or above).

The Tender file name/s should:

- a. incorporate the Tenderer's company name; and
- b. reflect the various parts of the Tender they represent, where the Tender comprises multiple files.

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

11. SCANNED OR IMAGED MATERIAL, INCLUDING STATUTORY DECLARATIONS

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.

PART 2 – INFORMATION TO BE PROVIDED BY TENDERERS

12. CONDITIONS FOR PARTICIPATION

Subject to clause 13, if the Department considers that a Tenderer does not satisfy all of the following Conditions for Participation, that Tender will be excluded from further consideration under this RFT:

Item	Conditions for Participation
1	The Tenderer must not have had any judicial decisions against it (excluding decisions under appeal) relating to employee entitlements and have not satisfied any resulting order.
2	The Tenderer, its personnel, and any Subcontractors proposed in the Tender must not, at the Closing Time, be listed as terrorists under section 15 of the <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).
4	<p>(a) The Tenderer either:</p> <ul style="list-style-type: none"> i. holds a Valid and Satisfactory Statement of Tax Record by the Closing Time; or ii. has a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office by the closing time, and holds a Valid and Satisfactory Statement of Tax Record no later than 4 business days from the Closing Time. <p>[Note to Tenderers: Tenderers should apply for a Statement of Tax Record and should ensure that their Subcontractors apply for a Statement of Tax Record within sufficient time to meet this Condition for Participation.]</p>

13. MINIMUM CONTENT AND FORMAT REQUIREMENTS

Subject to clause 13, if the Department considers that a Tender does not satisfy all of the following Minimum Content and Format Requirements, that Tender will be excluded from further consideration under this RFT:

Item	Minimum Content and Format Requirements
1	The Tender must be in English and measurements must be expressed in Australian legal units of measurement.
2	The Tender must include a completed, signed and scanned Tenderer Declaration in the form at Schedule 2.
3	Tenderers must substantially complete and submit the Pricing Schedule in Schedule 5 in accordance with the instructions provided in Schedule 5.
4	<p>The Tender must include either:</p> <ul style="list-style-type: none"> (a) a Valid and Satisfactory Statement of Tax Record for the Tenderer; or (b) a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office for the Tenderer and the Tenderer then provides a

Item	Minimum Content and Format Requirements
	Valid and Satisfactory Statement of Tax Record within 4 business days from the Closing Time.

Unintentional Errors of Form:

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.

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.

14. TENDERS

The Department's strong preference is to engage one or more provider/agents with national capability and capacity to:

- source, supply, install and maintain GEAT to older Australians through the CHSP; and
- provide the full range of items in the GEAT categories (see item examples at Schedule 1 – Statement of Requirement, Item 4 of this RFT).

Providers/agents that tender for a subset of the GEAT categories, are not excluded from tendering and will be considered for inclusion on the panel.

The service delivery model proposed by tenderers may be online retailers, brokers or similar, it is not expected that tenderers deliver a face-to-face bricks and mortar presence in the areas they propose to service.

The Department prefers that any Contract that is awarded will be between the Department and a single separate legal entity who will be responsible for the performance of all obligations contained in the Contract.

15. ESSENTIAL REQUIREMENTS

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

Item	Essential Requirements
1	The Tenderer must have existing infrastructure, administrative and governance arrangements in place to support the provision of services described in the RFT that may include sub-contracting and/or consortia arrangements.
2	The Tenderer must source, supply, install, and maintain GEAT to older Australians through the CHSP in accordance with the: <ul style="list-style-type: none"> a. CHSP Manual Program Manual 2020-2022 (where applicable) b. Aged Care Quality and Safety Standards; and c. Charter of Aged Care Rights. d. Australian Consumer Law
3	The Tenderer must: <ul style="list-style-type: none"> a. be an eligible entity type, such as a company, trustee or charity

Item	Essential Requirements
	<ul style="list-style-type: none"> b. have an Australian Business Number (ABN) c. be registered for GST d. have an Australian bank account e. carry on business in Australia
4	<p>Tenderers must be eligible to set up access to the My Aged Care portal in order to receive referrals for GEAT.</p> <p><u>Note:</u> Existing CHSP providers are not required to set up another account on the My Aged Care portal</p>

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

Tenders should be completed in accordance with Schedule 3, noting the following:

- a. all applicable information should be provided in response to the information requirements set out in Schedule 3;
- b. 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
- c. 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.

Tenderers should also complete the statement of non-compliance in accordance with Schedule 4 in relation to:

- a. any of the provisions of the Draft Contract with which the Tenderer is partially compliant or non-compliant; or
- b. any claim of confidentiality in relation to any aspects of their Tender.

17. PRICING

Tenderers should provide full details of their proposed price structure in Schedule 5. This document should be included in a separate electronic file when the Tender is lodged and no pricing should be included in any other part of the Tender.

Tendered prices should include all charges necessary and incidental to the proper delivery of the Services. Prices should be fixed for the duration of the Contract unless otherwise indicated by the Department in this RFT.

Prices should be in Australian dollars (inclusive of GST).

18. WORKPLACE GENDER EQUALITY

Commonwealth policy prevents the Department from entering into contracts with Tenderers who are non-compliant under the Workplace Gender Equality Act 2012 (Cth) (the WGE Act).

The Draft Contract requires that, in performing any contract, a successful Tenderer must:

- a. comply with its obligations, if any, under the WGE Act; and

- b. if the term of the Contract exceeds 18 months, the successful Tenderer must provide a current letter of compliance within 18 months from the Contract Commencement Date and following this, annually to the Department's Contract contact officer.

Successful Tenderers should note that if during the term of the Contract, the successful Tenderer becomes non-compliant with the WGE Act, the successful Tenderer must notify the Department's Contract contact officer.

For further information about coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

Tenderer's must indicate as part of the Tenderer Declaration at Schedule 2 whether or not the Tenderer's organisation is a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of their Tender, or prior to entering into a contract (if successful).

19. ILLEGAL WORKERS

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

20. INDIGENOUS PROCUREMENT POLICY

Tenderers should note that the Indigenous Procurement Policy applies to this procurement. More information on the Indigenous Procurement Policy can be found at the Indigenous Procurement Policy website.

In particular, Tenderer's should note the purpose of the Indigenous Procurement Policy is to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for further information).

In its Tender, the Tenderer is requested to detail how it will increase its:

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

in the delivery of any resultant Deed of Standing Offer.

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

21. MODERN SLAVERY ACT 2018 (CTH)

Tenderers should note that any resultant Deed of Standing Offer will require the successful Tenderer to provide all assistance reasonably requested by the Department to comply with its obligations under the *Modern Slavery Act 2018* (Cth).

PART 3 – EVALUATION OF TENDERS

22. EVALUATION CRITERIA

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

No.	Evaluation Criteria	Weighting
1	Capability:	45%
1.1	Solution The extent to which the Tenderer's proposed service delivery methodology / solution meets the Requirements of the Statement of Requirement.	
1.2	Collaboration The extent to which the Tenderer can demonstrate collaborative, cooperative and proactive working relationships with a broad range of stakeholders to deliver high quality services that meet the Statement of Requirement. For example: <ul style="list-style-type: none"> • The Department of Health • RAS/ACATs in relation to a client's referral • CHSP OTC Occupational Therapists in relation to prescribed GEAT Sub-contractors, consortia members, and relevant suppliers (e.g. Australia Post) in the supply of the products and services. 	
1.3	Performance The extent to which the Tenderer understands and is able to meet the requirements of the Statement of Requirement, including in relation to: <ul style="list-style-type: none"> • The extent to which the Tenderer can meet the specified performance standards or has proposed appropriate and achievable performance measures; • An ability to provide services in a flexible and adaptable way so as to accommodate changing Commonwealth policy/program requirements; • The Tenderer is able to demonstrate it can provide appropriate incident management and reporting and respond to requests from aged care service providers, the Department of Health and associated agencies/organisations; and • An ability to continuously improve its provision of services over time. 	

2	Capacity:	30%
2.1	Organisation <p>The extent to which the Tenderer has demonstrated that it has the capacity to deliver the Services including:</p> <ul style="list-style-type: none"> • An understanding of the needs of the Department and associated agencies, aged care providers, and aged care recipients of CHSP, including clients with special needs such as over-65s with a disability; • the Tenderer's experience and quality of performance in providing services similar to those described in the Statement of Requirement; • the Tenderer's, and any proposed Subcontractors', existing and established relationships with, and proven ability to successfully engage with, and deliver appropriate supports to, the Target Population; • the Tenderer's existing and established relationships with, and experience working with, any proposed Subcontractors; and • the experience, skills, ability, qualifications and availability of the Specified Personnel to deliver the Services. 	
2.2	Personnel <p>The extent to which the Tenderer has or can recruit sufficient Personnel with the experience, ability, skills and qualifications to perform the Requirements of the Statement of Requirement within required timeframes.</p>	
3	Experience:	25%
3.1	The extent to which the Tenderer has demonstrated experience and quality of performance in providing goods/services the same as, or similar to, the Requirement to other organisations.	

Non-Technical Criteria

Tenderers will also be evaluated against the tendered prices and the following non-technical Evaluation Criteria (which are unweighted):

No.	Evaluation Criteria
4	<p>The Tenderer's proposed approach to:</p> <ul style="list-style-type: none"> • using Indigenous enterprises in its supply chain; and • the employment of Indigenous Australians.
5	The degree of financial viability of the Tenderer, including any associated risks to the Department.
6	Value for money
7	The degree of the Tenderer's overall compliance with the RFT and the likelihood of any non-compliance meaning the Department is unable to agree a contractual arrangement with that Tenderer.

8	The extent to which any risks associated with the number and type of any conflicts of interest which have been identified by the Tenderer or which may later arise can be, have been, and/or will be, appropriately managed.
9	The extent to which the Tenderer does or will meet all security requirements, including relevant requirements outlined in the Australian Government Protective Security Policy Framework and the Australian Government Information Security Manual.
10	Any other risks to the Department which are inherent in, or associated with, the Tenderer's offer
11	Appropriate governance and administrative arrangements to support the requirements under this RFT.
12	An implementation strategy that addresses implementation of the services under this RFT, and includes details on risks and risk mitigation strategies where required.

The Department may:

- a. consider any part of a Tender in the evaluation of any or all of the Evaluation Criteria; and
- b. use material provided in response to one Evaluation Criterion in its evaluation of other Evaluation Criteria.

23. EXCLUSION OF TENDERS

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 a contract in the form of the Draft Contract;
- (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.

24. TENDER EVALUATION PROCESS

Tenders will be evaluated against the Evaluation Criteria to determine the Tender that represents the best overall value for money on a whole-of-life basis.

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.

The Department may choose to undertake the activities set out in clause 0 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.

Any costs incurred by the Tenderer in complying with this clause 24 will be borne by the Tenderer.

25. CLARIFICATION

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

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.

26. TENDERED PRICES

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.

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.

27. NEGOTIATIONS

Negotiations may be undertaken with one or more Tenderers in the sole and absolute discretion of the Department.

During the negotiation phase of this RFT process, the Department may engage in detailed discussions and negotiations, including parallel negotiations, with the goal of maximising the benefits of the project, as measured using the Evaluation Criteria. As part of this process, those Tenderers participating in the negotiation phase may be asked to improve any or all aspects of their Tender. The Department's intention is that it will select a preferred Tenderer after all material issues have been resolved.

The Department may seek best and final offers from Tenderers participating in the negotiation phase of this RFT process.

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.

28. DEBRIEFING

After the Department has finalised a contract with the successful Tenderer, the Department will notify all unsuccessful Tenderers of the outcome of the RFT process.

All Tenderers will be offered the opportunity for a debriefing on their Tender.

Tenderers will be debriefed against the Evaluation Criteria contained in this RFT.

Tenderers will not be provided with information concerning other Tenders.

29. COMPLAINTS PROCEDURE

Complaints in relation to this RFT process should be made in writing and directed to the Complaints Officer at procurement.advice@health.gov.au. The Complaints Officer is able to receive complaints under the Government Procurement (Judicial Review) Act 2018 (Cth).

Complaints will be handled by the Department in accordance with the Department's Procurement Complaints Procedures that are available at About Us on the health Website.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

PART 4 - CONDITIONS OF TENDERING

30. OWNERSHIP AND USE OF TENDER DOCUMENTS

All Tender documents (including paper and electronic copies) become the property of the Department on submission.

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.

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 Contract 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.

The Department may make copies of the Tender as necessary for its purposes.

31. INTELLECTUAL PROPERTY RIGHTS IN RFT

All intellectual property that exists in the information contained in this RFT, or any related or attached material, remains the property of the Department.

Each Tenderer is permitted to use this RFT for the purpose only of compiling its Tender and, in the case of the Tenderer(s) selected through this RFT process, for negotiating the Contract with the Department. Such intellectual property rights as may exist in a Tender will remain the property of the Tenderer.

32. SMALL TO MEDIUM ENTERPRISES (SMES)

The Australian Government is committed to Public Governance, Performance and Accountability Act 2013 (Cth) non-corporate Commonwealth entities sourcing at least 10 per cent of their purchases by value from SMEs. For the purpose of this clause an SME is an Australian or New Zealand firm with fewer than 200 full-time equivalent employees.

Tenderers are encouraged to include the participation of SMEs in their Tenders.

33. AUDIT AND ACCESS

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.

In addition to the Auditor-General's powers under the Auditor-General Act 1997 (Cth), if a Tenderer is chosen to enter into a Contract, the Tenderer will be required to provide the Auditor-General or an authorised person with access to information, documents, records and Department assets, including those on the Tenderer's premises. This will be required at reasonable times on giving reasonable notice for the

purpose of carrying out the Auditor-General's functions and will be restricted to information and assets which are in the custody or control of the Tenderer, its employees, agents or Subcontractors, and which are related to the Contract. Such access will apply for the term of the Contract and for a period of 7 years from the date of expiration or termination of the Contract.

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.

34. FREEDOM OF INFORMATION AND OTHER RIGHTS TO ACCESS INFORMATION

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.

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.

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.

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.

35. PRIVACY

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.

Without limiting any obligations under the Privacy Act 1988 (Cth), Tenderers who are selected as a result of this RFT process are required under the Contract to agree not to 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.

36. CONFIDENTIALITY

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; and
 - (ii) the Department has determined that specific information is to be kept confidential in accordance with the [Confidentiality Throughout the Procurement Cycle](#) from the Department of Finance and has agreed, pursuant

to the Contract with the successful Tenderer, to keep that information confidential.

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, officers, employees or subcontractors solely in order to conduct this RFT process or to prepare and manage any resultant contract;
- (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 2013 (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;
 - (iv) to the Commonwealth Ombudsman; or
 - (v) is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

Tenderers should be aware that the Department, as a non-corporate Commonwealth entity, is subject to specific accountability requirements, which support internal and external scrutiny of its tendering and contracting processes. These include:

- (a) the policy of the Commonwealth to publish details of relevant entity agreements, contracts and standing offers with an estimated value of \$10,000 or more on the AusTender website;
- (b) the requirement to report details of Commonwealth contracts valued at \$100,000 or more in accordance with the *Senate Order on Departmental and Agency Contracts*, including:
 - (i) name of the service provider and the subject matter of the Contract;
 - (ii) total value of the Contract; and
 - (iii) whether the Contract contains clauses that are confidential, and if so, the reasons for confidentiality;

- (c) the requirement to publish information about certain procurements in Annual Reports; and
- (d) The requirement to make available, on request, the names of any subcontractors engaged to perform services in relation to a Commonwealth contract (as such, Tenderers should inform all potential Subcontractors that their participation in fulfilling a Commonwealth contract may be publicly disclosed).

37. ENVIRONMENTAL POLICY AND PROCUREMENT

The Commonwealth aims to improve the implementation of ecologically sustainable development (ESD) within its agencies.

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.

The Department's procurement activities are a key means of implementing its environmental policy.

38. MATERIAL CHANGE TO TENDERER

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 deliver the Services, or have access to the necessary and appropriate skills, resources, nominated key personnel, nominated Subcontractors or corporate or financial backing to provide the Services, on the terms of the Draft Contract.

If the Department receives notice, or becomes aware of an event under clause 38.1 (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.

If the Department receives notice, or becomes aware of an event under clause 38.1 (b) or 38.1(c), or the Commonwealth does not allow substitution, or substitution is not requested, under clause 38.1 (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.

39. CONFLICT OF INTEREST

If at any time prior to entering into a contract for the Services, an actual or potential conflict of interest arises or may arise for any Tenderer, other than that already disclosed, that Tenderer should immediately notify the Department in writing.

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.

38.3 If any actual or potential conflict is notified, or the Department becomes aware of any actual or potential conflict, the Department may:

- (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.

40. TENDERER BEHAVIOUR

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 violate any applicable laws regarding the offering of inducements; or
- (f) approach any officer or employee of the Department other than in the manner set out in this RFT.

The Department may exclude a Tender from consideration if the Tenderer fails to comply with the requirements set out in this clause 40.

41. COST OF PREPARING AND SUBMITTING TENDER

To the extent permitted by law, 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.

42. TENDERERS TO INFORM THEMSELVES

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 due and proper performance and delivery of the Services described in the Statement of Requirement.
- (d) satisfied themselves as to the terms and conditions of the Draft Contract and its ability to comply with the Draft Contract (including by obtaining independent legal advice on the effect of its terms where appropriate), subject to its response at Schedule 4;
- (e) obtained independent advice on the effect of all relevant legislation in relation to the Tenderer's participation in the RFT process;
- (f) made their own independent assessments of actual workload requirements under any resultant Contract and all prices will be presumed by the Department to have been based upon the Tenderer's own independent assessments; and
- (g) examined AusTender, including the AusTender Terms of Use.

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

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 the Contact Officer for this RFT makes that statement or representation in writing.

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

43. NO CONTRACT OR UNDERTAKING

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.

44. ACCEPTANCE

Acceptance of the preferred Tender will be subject to the execution of a Contract between the Commonwealth and the successful Tenderer substantially in the form of the Draft Contract at Schedule 6. The Department will, necessarily accept neither the lowest priced Tender, nor any Tender.

45. THE DEPARTMENT'S RIGHTS

The Department reserves the right to:

- (a) vary the timing and processes, if any, referred to in this RFT;
- (b) change, amend, vary 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 Contract;
 - (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 Contract; 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 Contract; 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.

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. Tenderers should regularly check the AusTender website for any updates or addenda to this RFT.

To the extent permitted by law, the Department will not be liable or in any way responsible for any failure to inform a potential Tenderer of a change relating to this RFT or any other matter arising by the Department exercising any of its rights.

46. COORDINATED PROCUREMENT

The Commonwealth has agreed to establish a coordinated procurement contracting framework to deliver efficiencies and savings from goods and services in common use by non-corporate Commonwealth entities who are subject to the Public Governance, Performance and Accountability Act 2013 (Cth) or other legislation.

It is therefore possible that the Commonwealth may approve the procurement by the Department of some or all of the same goods or services as the Services under a coordinated process:

- (a) before the Closing Time; or
- (b) after the Closing Time but before an agreement is signed with the successful Tenderer(s); or
- (c) during the period of any Contract entered into as a result of this RFT.

If clause 1.1(a) applies, the Department reserves the right to discontinue this RFT process.

If clause 1.1(b) applies, the Department reserves the right to discontinue the Tender process and not proceed to enter any contract because of this RFT.

If clause 1.1(c) applies, the Department may terminate the Contract for convenience, without compensation for loss of potential profits.

47. COOPERATIVE PROCUREMENT (PIGGYBACKING)

NOT USED

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

PART 5 - GLOSSARY

Term	Definition
ACAT	Aged Care Assessment Team
ACT	Australian Capital Territory
Providers/Agents	An organisation that carries on the business of supply or receipt of goods and services on behalf of a CHSP client.
AusTender	Australian Government online tendering system, located on the AusTender website
Black Economy Procurement Connected Policy	<i>Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019</i> available at https://treasury.gov.au/publication/p2019-t369466 .
CHSP	Commonwealth Home Support Programme
Commonwealth	Commonwealth of Australia
Closing Time	closing time and date of this RFT as specified at clause 0 of this RFT
Conditions for Participation	mandatory conditions (if any) identified in clause 12 of this RFT
Confidential Information	information (whether or not owned by the Commonwealth) that: <ul style="list-style-type: none"> • is by its nature confidential; or • the receiving party knows or ought to know is confidential, but does not include information which: <ul style="list-style-type: none"> • is or becomes public knowledge other than by breach of the Contract; • is in the possession of a party without restriction in relation to disclosure before the date of receipt; or • has been independently developed or acquired by the receiving party
Contact Officer	contact person for all matters pertaining to this RFT process, as identified at clause 5 of this RFT
Department	Department of Health
Draft Contract	document attached as Schedule 6 to this RFT being the proposed <i>Deed of Standing Offer</i> to be entered into between the Department and the successful Tenderer(s)

Term	Definition
Essential Requirements	mandatory conditions (if any) identified at clause 15, and which a Tenderer must comply
Evaluation Criteria	criteria set out in clause 22 of this RFT that will be used to evaluate the Tenders received.
GEAT	Goods, Equipment and Assistive Technology
Illegal Worker	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 their visa has expired; or (c) is working in breach of his or her visa conditions.
Late Tender	Tender not received by Closing Time
Minimum Content and Format Requirements	mandatory content and format requirements identified in clause 13 of this RFT
RAS	Regional Assessment Service
Referral	referring an eligible CHSP client through My Aged Care following a screening or an assessment
RFT	Request for Tender
Satisfactory	meets the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy.
Schedules	all or any of the schedules to this RFT
Services	Services described in the Statement of Requirement and clause 3 of this RFT
Statement of Requirement	description of the Services as set out in Schedule 1 of this RFT
Statement of Tax Record	statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR .

Term	Definition
Subcontractors	an entity that contracts to provide goods and services to the successful Tenderer(s) in order for the Tenderer to meet obligations under the resultant Contract
Support Plan	A client support plan is developed with an assessor during the face-to-face assessment to record and identify the client's areas of concern, goals to address these concerns, and any recommendations for services or actions to achieve the identified goals
Tender	a response submitted by a Tenderer to this RFT
Tenderer	an entity that submits a Tender, and includes a potential Tenderer.
Valid	valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

SCHEDULES

SCHEDULE 1 – STATEMENT OF REQUIREMENT

1. Services required

1.1 Overview of Services

The Department is seeking to engage one or more suitable providers or agents with national capability and capacity to source, supply, install, and maintain Goods, Equipment and Assistive Technology (GEAT) to older Australians under the Commonwealth Home Support Programme (CHSP). The GEAT is to support CHSP client independence, wellness and reablement goals.

GEAT is categorised as being:

- *Low-risk*: Relatively low-cost and simple daily living aids such as a long-handled duster or jar opener. When using for activities in daily living environments, these usually need no clinical input to use, are readily available ‘off the shelf’ and low potential for causing harm.
- *Under-advice*: written or professional advice is encouraged for these commonly available products to ensure they are installed or used correctly. Examples may include personal alarms, body systems monitors and wheeled walking frames.
- *Prescribed*: often more costly and more complex products that adjusted or designed to meet the support needs of an individual. Examples may include adjustable beds, scooters, patient hoists and powered wheelchairs.

The providers/agents will coordinate the supply and delivery of GEAT to CHSP clients throughout Australia, including rural and remote areas. GEAT must be delivered in a timely manner to ensure CHSP clients’ assessed needs are met.

1.2 Current CHSP Providers

Applicants that are successful in this Tender process and currently receive CHSP grant funding can retain their existing CHSP grant. The funding for this procurement is separate to the grant agreement. The payment and reporting requirements under this Tender are separate to the grant agreement. Tenderers do not need to apply for a CHSP grant.

2. Background

2.1 Context

The Government is committed to creating a better experience for senior Australians entering aged care. GEAT, including self-care aids, support and mobility aids, medical care aids, communication aids, reading aids and car modifications is a sub-program of the Commonwealth Home Support Programme (CHSP). The CHSP funds service providers to deliver entry-level services to help older people stay at home. Service providers work with them to maintain their independence and keep them as well as possible.

A [review of Assistive Technology](#) (AT) programs for older Australians identified that AT is beneficial to support older Australians to remain independent in their homes and can delay or reduce reliance on aged care services. AT covers an extensive and diverse range of products - from low-risk, simple relatively

inexpensive daily living aids, to emerging smart technologies for use around the home, and customised, highly complex and costly products.

The review identified that AT programs across Australia are difficult to navigate, complex, and have inconsistent eligibility, inequitable access to funding and lack transparency about what types of AT are available.

2.2 Role of GEAT providers/agents

For the purpose of this procurement, the Department defines a provider/agent as an organisation that supplies goods and services directly to a CHSP client on behalf of the Government.

The role of the GEAT providers/agents is to:

- Provide goods and services nationally to CHSP clients via an efficient online delivery platform and/or a local physical presence, including to rural and remote areas of Australia.
- Source high quality GEAT items at competitive prices that meets the assessed needs of CHSP clients.
- Work with industry including RAS, ACAT, CHSP and other GEAT providers to achieve the best outcome for CHSP clients.

3. Aim and Objectives

This Tender aims to provide GEAT nationally to older Australians. The objective is to trial funding GEAT provider/agent which:

- Provides high quality, value for money and equitable access to GEAT for older Australians.
- Collects data and information to support an evaluation of this alternative funding arrangement.

4. Service Descriptions (but not limited to)

GEAT Category Type	GEAT examples
Aids for vision and hearing	<ul style="list-style-type: none"> • Big button speakerphone • Spelling based software • Electronic magnifier • Spectacles • Clock/watches • Voice amplifier
Bathing, showering and toileting	<ul style="list-style-type: none"> • Bathroom mats • Bath Seats • Bath Hoist • Shower Chairs • Wheeled commode chairs • Bottom wiper • Toe washer

	<ul style="list-style-type: none"> • Long-handled sponge • Handheld shower hose • Switchcock or adjustable hand shower on rail
Communication: speak, read and listen	<ul style="list-style-type: none"> • Automatic page turners • E-reader • Reader pen • Voice recognition software • Large-button and GPS-enabled mobile phone (monitoring and safety) • Magnification for newsprint • Smart AT from mainstream stores (e.g. Google Play) • Video Conferencing Equipment • Lights • Accessible doorbell
Computer access	<ul style="list-style-type: none"> • Ergonomic Keyboard or Mouse • Laptop • Touch Screen Monitor • Smartphone mount
Design and building for access and safety	<ul style="list-style-type: none"> • Slip resistant tiles (Not Home Modification) • Luminous adhesive sheets • Ergonomic tools
Vehicle modifications	<ul style="list-style-type: none"> • Car Hand controls • Wheelchair trailer • Car Swivel mat • Car Transfer handle • Boot winch for manual wheelchair storage • Wheelchair trailer
Eating and drinking	<ul style="list-style-type: none"> • Built-up handle cutlery • Powered can opener • Large-grip peeler • Buttering board • Jar opener • Kettle tipper • Tap turner • Kitchen trolley

	<ul style="list-style-type: none"> • Two-handled and/or insulated shatterproof cups
Kitchen and household tasks	<ul style="list-style-type: none"> • Lightweight Vacuum • Ergonomic Mop • Long-handled dustpan • Long-handled duster • Lightweight mower • Rug Fasteners
Lifting and transferring people	<ul style="list-style-type: none"> • Leg lifter • Hoists • Electric mattress lifter • Bed Hand Rail
Personal care and dressing	<ul style="list-style-type: none"> • Sock donner • Button hook • Dressing stick • Long-handled shoehorn • Long-handled reacher • Adapted Shoes (velcro) • Orthotic for fallen arches, over-pronation and flat feet
Driving	<ul style="list-style-type: none"> • Wheel spinning knobs • Electronic clutch • Indicator extension • Adapted Key
Walking aids	<ul style="list-style-type: none"> • Walking frames • Walking Sticks • Walker soft touch grips
Telephones, intercoms and call systems	<ul style="list-style-type: none"> • Blood pressure monitor • Home Monitoring system
Safety and health management	<ul style="list-style-type: none"> • Medical management device • Electronic Scales • Automated reminder watch
Scooters, Wheelchairs and wheeled mobility	<ul style="list-style-type: none"> • Wheeled Walker • Mobility Scooter • Manual Wheelchair

Seating, sleeping and body support	<ul style="list-style-type: none"> • Bed ladder • Bed support • Pressure mattress • Bed pole • Propping stool and upright chair with arms • Waffle Cushion
Standing aids	<ul style="list-style-type: none"> • Standing Frame
Switches and remote controls	<ul style="list-style-type: none"> • Smart plug • Big button remote controls • Automatic light switch • Motion sensors

5. Out of Scope Goods, Equipment and Assistive Technology

Chapter 3 of the **CHSP Program Manual 2020-2022** lists out of scope activities (but not limited to) for GEAT, including:

- Items that are not related to the functional impairment (e.g. general household or furniture or appliances)
- Items that are likely to cause harm to the participant or pose a risk to others.

6. Services to be provided by the successful Tenderer/s

The successful Tenderer/s will be responsible for all aspects of sourcing goods and providing consumer services. The successful Tenderer will be required to:

- Provide robust governance and infrastructure to deliver GEAT goods and services.
- Establish and manage arrangements with all organisations that will be involved in delivering the goods and services including arrangements with any Subcontractors to be engaged by the successful Tenderer;
- Encourage a shared understanding of roles, responsibilities, aims and objectives.
- Establish and manage communication and engagement activities to support implementation, delivery and ongoing support of GEAT, for the duration of the contract.
- Manage and mitigate known or emerging risks that may affect the aim and objectives of the CHSP Program.
- Greater choice for older Australians to access GEAT.
- Ensure Occupational Therapy assessments are completed with CHSP clients, prior to provision of complex goods (where required).
- Provide GEAT goods and services that meet Australian Standards and are provided in accordance with the:
 - [CHSP Manual Program Manual 2020-2022 \(where applicable\)](#)
 - [Aged Care Quality and Safety Standards; and](#)
 - [Charter of Aged Care Rights](#)
 - [Australian Consumer Law](#)

7. Evaluation and monitoring requirements

The successful Tenderer will be required to report on the funded activity monthly and biannually in the format prescribed by the Department, which will include reporting on delivery of outputs and financial information.

8. Proposed timetable for performance of the Services

The services outlined in the RFT are required from execution of Deed of Standing Offer to 30 June 2022.

Tenderers acknowledge that the requirements and obligations detailed in this Schedule 1 are based on projected future requirements that may vary significantly from current and historical requirements. The Department may at its discretion extend the Panel for a further 24 months.

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THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

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

In this declaration terms have the same meaning as in Request for Tender for the provision of additional Goods, Equipment and Assistive Technology under the Commonwealth Home Support Programme Health/20-21/E20-276998 (RFT).

2. Offer and Change of Circumstance

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

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

3. Tenderer's Conduct

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 40 of this RFT; or
 - (vi) otherwise acting in an unethical or improper manner or contrary to any law.

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

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

4. Conflict of Interest

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

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

OR

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

[Insert details]

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

[insert details]

5. Further representations

The Tenderer makes the following further representations to the Department:

- (a) it is authorised to sell and/or support all products required in the performance of the Services 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

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

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

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)

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

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

- ☐ (a) Yes, the Tenderer is a relevant employer. The Tenderer has attached a current letter of compliance as part of this Tender which indicates my compliance with the *Workplace Gender Equality Act 2012* (Cth).
- ☐ (b) Yes, the Tenderer is a relevant employer. The Tenderer will be providing a current letter of compliance prior to contract.
- ☐ (c) No, the Tenderer is not a relevant employer.

10. Terrorism

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

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

11. Trade sanctions

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

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

12. Employee entitlements

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

13. Illegal Workers

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:

Department of Health

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Signature of Witness:

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

Date

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THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

SCHEDULE 3 – Tenderer Response Information

1. Tenderer Information and Corporate Profile

The Tenderer should complete all details in the following table:

Tenderer details			
Business or Trading Name			
Full Legal Name of Tenderer			
Entity type (e.g. company, sole trader, incorporated association, statutory authority, partnership, trustee on behalf of a trust or other (as specified))			
ABN (if applicable)			
Is the Tenderer registered for GST?	Yes	<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	
Policy number	
Expiry date	
Amount of current cover	
Workers' compensation insurance Name of insurer	
Policy number	
Expiry date	

2. Subcontractors

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

Tenderers should note that under paragraph 7.121 of the *Commonwealth Procurement Rules* the names of Subcontractors may be publicly disclosed and that it is the responsibility of Tenderers to secure Subcontractors' agreement to this.

Subcontractor 1	
Business or Trading Name	
Full Legal Name of legal entity	
Entity type (eg company, sole trader, other (as specified))	
ABN	

Subcontractor 1	
ACN (if applicable)	
Details of principal place of business / head office	[Note to Tenderers: Please include street address, telephone, email.]
Details of the part(s) of the Services which are proposed to be delivered by the Subcontractor	

3. Tenderer Financial Viability

The Tenderer should provide a summary of their financial viability.

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

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

4. Actions or Investigations

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

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

5. Service Delivery and Management

Tenderers should provide the following information:

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

6. Indigenous Procurement Policy

Tenderers should set out their proposed approach to:

- (a) Purchasing from Indigenous enterprises (being an organisation that is 50 per cent or more indigenous owned that is operating a business); and
- (b) the employment of Indigenous Australians,

in the delivery of any resultant Deed of Standing Offer.

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

7. Australian Standards

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

Paragraph 10.11 of the CPRs specifies that “where an Australian standard is applicable for goods or services being procured, tender responses must demonstrate the capability to meet the Australian standard and contracts must contain evidence of the applicable standards”.

8. Economic Benefit to the Australian Economy

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

A. TENDERER PROFILE

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

9. Capacity

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

10. Past Performance

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

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

11. Risk management

Tenderers should set out in their Tender response:

- (a) the key issues and risks they consider are relevant to the provision of the Services;
- (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.

12. Personnel

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

Name of Personnel	Role in the provision of the Services	Qualification / Experience	Availability

13. Referees

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

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

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

14. Other information

Tenderers should provide any other information that addresses the Evaluation Criteria set out in clause 22 of this RFT.

SCHEDULE 4 Statement of Non-Compliance

1. Statement of Non-Compliance

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

- (a) the provision that it wishes to negotiate;
- (b) the alternative words that it proposes; and
- (c) any increase in its Tender price if the Department does not agree to the amendment.

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

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

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

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

2. Confidential Information

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

Tenderers should review the information available from the Department of Finance's website for further detail about what information may be protected as Confidential Information (see the Department of Finance's [Confidentiality Throughout the Procurement Cycle](#)).

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

SCHEDULE 5 – PRICING SCHEDULE

Pricing Schedule

Tenderers are required to provide a fixed price for provision of Goods and Services (**Table A**). This must include all fees, charges and other costs associated with meeting the statement of requirement.

A breakdown of assumptions, variations or other qualifications relied upon for generating the price should be provided. Providers are encouraged to provide their best price, with consideration of pricing for the quantities being sought through this procurement.

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

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

All amounts are to be expressed as GST inclusive.

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

Competitive neutrality requires that government business activities should not enjoy net competitive advantages over their private sector competitors simply by virtue of public sector ownership. Accordingly, any Tenderers from the public sector must demonstrate in the pricing of their Tender that the requirements of competitive neutrality have been met, including payment of relevant taxes and charges, rates of return and cost of funds. The Department may verify compliance with the requirements of competitive neutrality.

In general, it is expected that CHSP clients' who are unable to purchase independently will be able to access up to \$750 in total support per financial year. Where a provider/agent assesses it to be necessary, however, the provider/agent has the discretion to increase the cap to \$1,000 per client per financial year.

The cap applies in total per CHSP client, regardless of how many items are loaned or purchased. It is not a cap applied per item. For example, a CHSP client may purchase or lease a walking frame and shower chair in the same financial year for a total combined cost of \$450.

Note that these funding caps also apply where funds are used to contribute to the purchase of higher cost items such as mobility scooters and vehicle modifications scooters and vehicle modifications.

CHSP consumer numbers

In 2019-20 there were a total of 839,373 CHSP clients across Australia receiving services including GEAT. The [Aged care data snapshot – 2020](#) reports the distribution of CHSP clients numbers in each state as follows:

- 228,397 in NSW
- 232,880 in VIC
- 193,669 in Qld
- 60,066 in WA
- 83,842 in SA
- 25,004 in Tas
- 10,811 in ACT
- 4,692 in NT.

The Department anticipates an additional 15,000 clients nationally may receive GEAT as a result of this tender per financial year.

Modified Monash Model (MMM)

The Department will use the Modified Monash Model (MMM) to identify areas. The MMM defines whether a location is a city, rural, remote or very remote based on population size and locality (see Table below).

RFT Description	MMM	Inclusion
Metro	1	Major cities accounting for 70% of Australia's population All areas categorised ASGS-RA1.
Regional	2	Regional centres: Inner (ASGS-RA 2) and Outer Regional (ASGS-RA 3) areas that are in, or within a 20km drive of a town with over 50,000 residents. For example: Ballarat, Mackay, Toowoomba, Kiama, Albury, Bunbury
Rural	3 4 5	Large, Medium and Small rural towns: All Inner (ASGS-RA 2) and Outer Regional (ASGS-RA 3).
Remote	6	Areas categorised ASGC-RA 2 and ASGC-RA 3 that are not in MM 2 or MM 3, and are in, or within 10km road distance, of a town with population between 5,000 and 15,000.
Very Remote	7	All other areas in ASGC-RA 2 and 3

Tenderers can determine the MMM rating of a location using the Health Workforce Locator tool on the Department of Health's [website](#). Currently, geographic locations are based on the 2015 version of the Modified Monash Model.

Table A. Estimated costs associated with Provision of GEAT for 2020-21 financial year

Instructions: the table below is not an exhaustive list of GEAT but a list of common GEAT items that the Department expects the tenderer to estimate costs against to support the evaluation process.

An itemised breakdown includes:

- Brand
- Item cost – including delivery costs, on-costs and overheads.
- Additional information – please note if pricing is expected to be significantly impacted by variations in GEAT volume

If applicable, Tenders must provide assumptions and/or caveats in the provided table i.e. to explain what version number or size the Item is priced against

Item	Brand	Metro		Regional		Rural		Remote		Very Remote	
		Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information
Aids for vision and hearing											
Voice amplifier											
Spectacles											
Bathing, showering and toileting											
Mobile Shower Commode											
Handheld shower hose											
Mobile Phone iPad or Tablet											
Communication: speak, read and listen											
E-reader											
Reader Pen											
Large-button and GPS-enabled mobile phone											
Computer access											
Laptop											
Touch Screen Monitor											
Design and building for access and safety											
Slip resistant tiles (Not Home Modification)											
Vehicle modifications											
Car Transfer handle											
Wheelchair trailer											

Item	Brand	Metro		Regional		Rural		Remote		Very Remote	
		Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information
Eating and drinking											
Powered can opener											
Kitchen trolley											
Kitchen and household tasks											
Lightweight Vacuum											
Ergonomic Mop											
Lifting and transferring people											
Electric mattress lifter											
Leg lifter											
Personal care and dressing											
Adapted Shoes (velcro)											
Orthotic for fallen arches, over-pronation and flat feet											
Driving											
Indicator extension											
Adapted Key											
Walking aids											
Walking frames											
Walking Sticks											
Telephones, intercoms and call systems											
Blood pressure monitor											
Personal Alarm Call System -Video											
Personal Alarm Call System –Non Video											

Item	Brand	Metro		Regional		Rural		Remote		Very Remote	
		Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information
Safety and health management											
Medical management device											
Electronic Scales											
Automated Reminder Watch											
Scooters, Wheelchairs and wheeled mobility											
Mobility Scooter											
Manual Wheelchair											
Seating, sleeping and body support											
Waffle Cushion											
Propping stool and upright chair with arms											
Pressure Mattress											
Standing aids											
Standing Frame											
Switches and remote controls											
Big button remote controls											
Automatic light switch											
Total											

Table A. Assumptions and/or caveats (if applicable) i. ii.

SCHEDULE 6 – DRAFT CONTRACT

See separate document titled ‘Schedule 6 – Draft Contract’.

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THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE



Australian Government

Department of Health

**DEED OF STANDING OFFER
(HEAD AGREEMENT FOR SERVICES)**

(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 Contractor]

ABN [Insert number]

in relation to Services for

**GOODS, EQUIPMENT AND ASSISTIVE TECHNOLOGY
UNDER THE COMMONWEALTH HOME SUPPORT PROGRAMME**

TABLE OF CLAUSES

1. Interpretation
2. Term of Deed
3. Standing Offer
4. Customer not bound to order from Contractor
5. New Customers
6. Fees
7. Disclosure of Information
8. Insurance
9. Workplace Gender Equality
10. Dispute Resolution
11. Termination for Convenience
12. Termination for Default
13. Contractor Warranties
14. Notices

Deed Execution Page**SCHEDULES**

- | | |
|-------------|--|
| Schedule 1 | Deed details |
| Schedule 2 | Terms and conditions applicable when a Contract is created |
| Schedule 3 | Services |
| Schedule 4 | Fees, allowances and costs |
| Schedule 5A | Form of Request for Quotation |
| Schedule 5B | Form of Quotation |
| Schedule 6 | Form of Official Order |

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 Contractor] ABN **[insert]** ('the Contractor')

RECITALS

- A. The Department and any New Customer may require the provision of the Services from time to time.
- B. The Contractor has fully informed itself on all aspects of the work required to be performed and has submitted a proposal and quotation entitled **[insert name of proposal]** and dated **[insert date of proposal]**.
- C. The Parties have agreed upon the terms and conditions under which the Contractor may enter into contracts with Customers for the supply of Services.
- D. The Contractor is one of a number of panel members.

OPERATIVE PART

1. INTERPRETATION

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

'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 Customer as confidential; or
- (c) the Contractor 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 Contractor without restriction in relation to disclosure before the date of receipt from a Customer; or
- (f) has been independently developed or acquired by the Contractor;

'Contract' means a contract created pursuant to clause 3.6 between the Contractor and a Customer in relation to the provision of the Services;

'Contractor Personnel' means:

- (a) officers, employees, agents or subcontractors of the Contractor;
- (b) officers, employees, agents or subcontractors of the Contractor's subcontractors; and

- (c) includes those individuals (if any) engaged by the Contractor or its subcontractors on a voluntary basis;

engaged in the performance of the Services;

'Customer' means the Department and any New Customer;

'Customer Material' means any Material:

- (a) provided by a Customer to the Contractor for the purposes of this Deed or a Contract; or

- (b) derived at any time from the Material referred to in paragraph (a);

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

'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, the Extension Date and the Further Extension Date (if any);

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

'Further Extension Date' means the further date to which this Deed may be extended by the Department as specified in Item 5 of Schedule 1;

'Included Agency' means a Commonwealth Entity that is in the Department's portfolio from time to time;

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

'Law' means any applicable statute, regulation, by-law, ordinance or subordinate legislation 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;

'New Customer' means any Included Agency that becomes a Party to this Deed in accordance with clause 5;

'Official Order' means the official written document substantially in the form set out in Schedule 6 which a Customer sends to the Contractor in accordance with clause 3 when a Customer requires the Services;

'Party' means a party to this Deed or any Contract;

'Quotation' means the pricing offer requested by the Customer and supplied by the Contractor under clause 3.4, substantively in the form set out in Schedule 5B;

'Request for Quotation' means a request for Services issued by the Customer under clause 3.2, substantively in the form set out in Schedule 5A;

'Services' means such of the services specified in Schedule 3 that are particularised in the Official Order;

'Specified Personnel' means the Contractor Personnel specified in the Official Order; and

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

- 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 Schedule 1, 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 the Official Order, 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 its subject matter.
- 1.5 No variation of this Deed is binding unless it is agreed in writing between the Customer and the Contractor.
- 1.6 Any reading down or severance of a particular provision does not affect the other provisions of this Deed.
- 1.7 A waiver of any provision of this Deed must be in writing.
- 1.8 No waiver of a term or condition of this Deed 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 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 or at Law does not prevent the further exercise of any right.
- 1.11 The Contractor must not assign or transfer its rights or obligations under this Deed without prior approval in writing from the Customer.
- 1.12 The Contractor 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 Customer.

1.13 The laws of the Australian Capital Territory apply to this Deed. 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.

1.14 This Deed may be executed in counterparts.

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 Customer may extend the Term for a further period or periods ending no later than:

- (a) the Extension Date, by notice in writing delivered to the Contractor not less than 30 days before the Initial End Date; or
- (b) the Further Extension Date, by notice in writing delivered to the Contractor not less than 30 days before the end of the Extension Date.

Any extension will be on the same terms and conditions, and cover the same Services, as set out in this Deed.

2.3 Despite termination or expiration of this Deed:

- (a) the terms and conditions of this Deed will continue in force in respect of all Contracts which have not been terminated or have not expired and which were entered into prior to the date of termination or expiration of this Deed; and
- (b) any Contract formed prior to expiration or termination of this Deed will continue in force until it terminates or expires notwithstanding that this Deed is no longer in force.

3. STANDING OFFER

3.1 By executing this Deed, the Contractor makes an irrevocable standing offer to supply the Services to the Customer on the terms and conditions set out in this Deed.

3.2 The Customer may, during the Term, issue a Request for Quotation for work.

3.3 A Request for Quotation will include details of the Services required by the Customer, including:

- (a) the required Services;
- (b) whether the Customer requires the services (or any part) to be performed by particular Contractor;
- (c) the time frame for delivery of the Services; and
- (d) any other specific requirements of the Customer in relation to the Contract.

3.4 Upon receipt of a Request for Quotation, the Contractor must, within the time frame specified in the Request for Quotation, prepare a written Quotation specifying the:

- (a) Services to be provided;
- (b) fees to provide the Services; and
- (c) names of Specified Personnel proposed to deliver the Services.

3.5 Upon acceptance of a successful Quotation from the Contractor, the Customer will place an Official Order with the Contractor.

3.6 A Contract to provide Services is formed between the Customer and the Contractor when the Contractor and the Customer execute the Official Order to which the Services relate. For the

avoidance of doubt, the Customer does not have to issue a Request for Quotation and receive a Quotation from the Customer before executing an Official Order with the Contractor.

- 3.7 The terms and conditions of the Contract formed upon execution of the Official Order by the Contractor and the Customer are the terms and conditions specified in the Official Order and Schedule 2 of this Deed.
- 3.9 To the extent of any inconsistency between two or more documents which form part of a Contract, those documents will be interpreted in the following order of priority:
- (a) this Deed;
 - (b) the terms and conditions in Schedule 2;
 - (c) the Official Order;
 - (d) the attachments to the Official Order; and
 - (e) any other document referred to in the Official Order.
- 3.10 The Contractor must perform the Services specified in an Official Order in accordance with the Official Order, the Contract and this Deed.

4. CUSTOMER NOT BOUND TO ORDER FROM CONTRACTOR

4.1 The Customer:

- (a) is not obliged to place any Official Order with the Contractor or to request any volume of Services from the Contractor;
- (b) may at any time purchase or acquire services the same as, or similar to, the Services from another service provider on the panel or from any other person on such terms and conditions as the Customer wishes; or
- (c) may at any time itself undertake performance of services the same as or similar to the Services.

[4.2 The Contractor acknowledges that it is a member of a panel of providers of Services to the Customer. When selecting a person from the panel to provide the Services, the Customer may seek further quotations from any or all service providers who are current members of the panel in accordance with the process at clauses 3.2 to 3.5.

4.3 Following receipt of quotations from panel members, the Customer may then select the person who will perform the Services for the best overall value for money, taking into consideration:

- (a) the availability of the panel member and/or Contractor Personnel at the time preferred by the Customer;
- (b) the proposed approach or methodology for performing the applicable Services;
- (c) the fees payable by the Customer to the panel members based on the rates quoted; and
- (d) the expected timeframe for performing the Services.]

5. NEW CUSTOMER

NOT APPLICABLE

6. FEES

6.1 The fees due to the Contractor for performing the Services will be set out in the Official Order and calculated in accordance with Schedule 4.

7. DISCLOSURE OF INFORMATION

- 7.1 The Contractor agrees not to disclose to any person other than the Customer any Confidential Information relating to this Deed without prior approval in writing from the Customer.
- 7.2 The Customer may impose any conditions it considers appropriate when giving its approval under clause 7.1 and the Contractor agrees to comply with these conditions.
- 7.3 The Customer may at any time require the Contractor to give, and to arrange for Contractor Personnel to give, undertakings in writing in a form required by the Customer, relating to the non-disclosure of Confidential Information.
- 7.4 If the Contractor receives a request under clause 7.3, it agrees to promptly arrange for all such undertakings to be given.
- 7.5 The obligations on the Contractor under this clause will not be taken to have been breached where the information referred to is required by Law to be disclosed.
- 7.6 Property in any copy of Confidential Information (in the form of a document, article or removable medium) vests or will vest in the Customer. The Contractor agrees:
- (a) to secure all copies within its control against loss and unauthorised use or disclosure; and
 - (b) on the expiration or earlier termination of this Deed, to deliver to the Customer, or, in accordance with the Customer's directions, erase or otherwise deal with all such copies,
- unless any provision to the contrary is set out in the Official Order.
- 7.7 The Customer gives no undertaking to treat Contractor information, or this Deed, as confidential information. The Contractor acknowledges that the Customer may disclose information relevant to this Deed, or this Deed itself, to any person:
- (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) 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 Commonwealth Minister;
 - (d) to the Customer's third party service providers for the purposes of providing goods and services to, or on behalf of, the Customer; or
 - (e) for any other requirements of the Customer.
- 7.8 This clause 7 survives the expiration or earlier termination of this Deed.

8. INSURANCE

- 8.1 The Contractor warrants that it has taken out or will take out, and will maintain for the period specified in clause 8.2 or 8.3 as applicable the types and corresponding amounts of insurance as specified in the Item 6 of Schedule 1.
- 8.2 If the Contractor takes out a 'claims made policy', which requires all claims and any fact situation or circumstance that might result in a claim to be notified within the period of insurance, the Contractor must maintain the policy during the Term and a policy in like terms for seven years after the expiry or earlier termination of this Deed.

- 8.3 If the Contractor takes out an 'occurrence' policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of the event can occur at any time subsequently, the Contractor must maintain the policy during the Term.
- 8.4 The Contractor must, on request, promptly provide to the Customer any relevant insurance policies or certificates of currency for inspection.
- 8.5 This clause 8 survives the expiration or earlier termination of this Deed.

9. WORKPLACE GENDER EQUALITY

- 9.1 This clause 9 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 Rule* but not where that procurement is listed in Appendix A to that Rule; and
 - (b) the Contractor is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* ('the WGE Act').
- 9.2 The Contractor must comply with its obligations, if any, under the WGE Act.
- 9.3 If the Contractor becomes non-compliant with the WGE Act during the Term, the Contractor must notify the Customer.
- 9.4 If the Term exceeds 18 months, the Contractor must provide a current letter of compliance within 18 months from the Commencement Date and following this, annually, to the Customer.
- 9.5 Compliance with the WGE Act does not relieve the Contractor from its responsibility to comply with its other obligations under this Deed or any Contract.

10 DISPUTE RESOLUTION

- 10.1 The Customer and the Contractor agree that any dispute arising during the term of this Deed will be dealt with as follows:
 - (a) first, the Party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
 - (b) secondly, the Parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who have authority to intervene and direct some form of resolution;
 - (c) thirdly, the Parties have 10 Business Days from the receipt of the notice in clause 10.1(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.
- 10.2 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 10.1(c).

10.3 Despite the existence of a dispute, the Contractor will (unless requested in writing not to do so) continue to perform its obligations under this Deed, including the performance of Services under a Contract.

10.4 This clause 10:

- (a) does not apply to action by the Customer under or purportedly under clause 11 or by either Party under or purportedly under clause 12; and
- (b) does not preclude either Party from commencing legal proceedings for urgent interlocutory relief.

11. TERMINATION FOR CONVENIENCE

11.1 The Customer may, at any time by notice, terminate this Deed immediately. If the Customer exercises this right, no compensation will be payable to the Contractor.

11.2 Upon receipt of a notice of termination the Contractor agrees to take all available steps to minimise loss resulting from that termination and to protect Customer Material.

11.3 To avoid doubt, the Customer has an unfettered discretion to terminate this Deed in accordance with this clause 11.

12. TERMINATION FOR DEFAULT

12.1 Where a Party fails to satisfy any of its obligations under this Deed, the other Party may:

- (a) if it considers that the failure is not capable of remedy, by notice, terminate this Deed immediately;
- (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 12.1(b), by further notice, terminate this Deed immediately.

12.2 The Customer may also, by notice, terminate this Deed immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the Contractor:

- (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;
- (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors; or
- (d) breaches a warranty listed in clause 13.

13. CONTRACTOR WARRANTIES

13.1 The Contractor represents, warrants and undertakes to the Customer that:

- (a) it will promptly notify and fully disclose to the Customer in writing any event or occurrence actual or threatened which could have an adverse effect on the Contractor's ability to perform any of its obligations under this Deed;
- (b) it has full power and authority to enter into, perform and observe its obligations under this Deed;
- (c) the execution, delivery and performance of this Deed has been duly and validly authorised by the Contractor;

- (d) it will promptly notify and fully disclose to the Customer in writing if:
- (i) it becomes insolvent or is wound up;
 - (ii) it makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver, manager or administrator appointed;
 - (iii) it goes into liquidation or passes a resolution to go into liquidation, or becomes subject to any petition or proceedings in a court for its compulsory winding up or becomes subject to the supervision of a court or regulatory authority, either voluntarily or otherwise;
 - (iv) it suffers any execution against its assets;
 - (v) anything analogous to, or of a similar effect to anything described above under the Law occurs in respect of the Contractor;
- (e) the unconditional execution and delivery of, and compliance with its obligations by it under this Deed do 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 Contractor which could have an adverse effect upon either the Contractor's capacity to perform its obligations under this Deed or the Contractor'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 Customer or any Commonwealth Entity, including in any tender or application process or in any contract; and
 - (j) it has had no significant deficiency in the performance of any substantive requirement or obligation under any prior contract with the Customer or any Commonwealth Entity.
- 13.2 The Contractor acknowledges that the Customer in entering into this Deed is relying on the warranties and representations contained in this Deed.
- 13.3 Each representation and warranty survives the execution of this Deed.
- 14. NOTICES**
- 14.1 A Party giving notice under this Deed 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.

14.2 The Parties agree that a notice given in accordance with clause 14.1 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 DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

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 Contractor]**, ABN **[insert Contractor's ABN]**, in accordance with subsection 127(1) of the Corporations Act 2001 on: **[You will need to insert the appropriate signature block according to the type of legal entity – see the Guide to the Standard Contract for Services. This signature block is only appropriate when the Contractor is a company incorporated under the Corporations Act with several directors or a director and secretary who are separate persons.]**

.....
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 14.1)	Customer's Deed Liaison Officer The Customer's Deed Liaison Officer is the person occupying the position of: <i>[insert position]</i> , currently <i>[insert name]</i> Address: <i>[insert address]</i> Telephone: <i>[insert phone]</i> Email: <i>[insert email]</i>
	Contractor's Deed Liaison Officer The Contractor's Deed Liaison Officer is the person occupying the position of: <i>[insert position]</i> , currently <i>[insert name]</i> Address: <i>[insert address]</i> Telephone: <i>[insert phone]</i> Email: <i>[insert email]</i>
ITEM 2 COMMENCEMENT DATE (clauses 1.1 and 2.1)	The date this Deed is executed by the last Party to do so.
ITEM 3 INITIAL END DATE (clauses 1.1 and 2.1)	30 June 2022
ITEM 4 EXTENSION DATE (clauses 1.1 and 2.2)	30 June 2024
ITEM 5 FURTHER EXTENSION DATE	30 June 2024

Items	Information required
(clauses 1.1 and 2.2)	
ITEM 6 INSURANCE (clause 8.1)	<ul style="list-style-type: none"> • Public liability insurance for an amount of not less than \$10 million on a per claim basis • Professional indemnity insurance for an amount of not less than \$2 million on a per claim basis. • Workers' compensation insurance for an amount required by relevant State or Territory legislation. • [insert here any other applicable insurance as determined by the risk assessment undertaken by the contract manager. To assist with this task, you should consult the Department's Insurance Guidelines - particularly the Public Liability and Professional Indemnity in Contracts Guideline - available on the Intranet.].

THIS DOCUMENT HAS BEEN RELEASED UNDER
 THE FREEDOM OF INFORMATION ACT (FOIA)
 BY THE DEPARTMENT OF HEALTH AND AGED CARE

SCHEDULE 2

TERMS AND CONDITIONS APPLICABLE

WHEN A CONTRACT IS CREATED

Table of Clauses

1. Interpretation and Operation of Contract
2. Provision of Services
3. Fees, Allowances, Costs and Assistance
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6. Subcontractors
7. Specified Personnel and Other Personnel
8. Responsibility of Contractor
9. Customer Material
10. Intellectual Property in Contract Material
11. Moral Rights
12. Disclosure of Information
13. Access to Documents
14. Protection of Personal Information
- 14A. Notifiable Data Breaches
15. Compliance with Laws and Policies
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17. Accountability
18. Indemnity
19. Dispute Resolution
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21. Termination for Default
22. Deemed Termination for Convenience
23. Contractor Warranties
24. Negation of Employment, Partnership and Agency
25. Notices

1. INTERPRETATION AND OPERATION OF CONTRACT

1.1 In this Contract, unless the contrary intention appears, words will have the same meaning as in the Deed.

1.2 In this Contract, unless the contrary intention appears:

'Auditor-General' means the office established under the *Auditor-General Act 1997* and includes any other person that may, from time to time, perform the functions of that office;

'Conflict' includes any conflict of interest, any risk of a conflict of interest and any apparent conflict of interest arising through the Contractor (or the Contractor Personnel) engaging in any activity or obtaining any interest that is likely to conflict with or restrict the Contractor in performing the Services fairly and independently;

'Contract' means this Contract created as a result of the signing by both Parties of an Official Order in accordance with clause 3 of the Deed;

'Contract Liaison Officer' means a person specified as such by name or position in the Official Order or any substitute notified in writing by either Party to the other from time to time;

'Contract Material' means all Material:

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

including the Contract Material described in the Official Order;

'Customer' means the body identified as such in the Official Order;

'Eligible Data Breach' means an 'Eligible Data Breach' as defined in the *Privacy Act 1988*;

'Existing Material' means all Material in existence prior to the commencement of a Contract that is:

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of,

the Contract Material and includes Material identified as Existing Material in the Official Order but excludes Customer Material;

'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;

'Interest' means interest calculated at the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points;

'Moral Rights' includes the following rights of an author of copyright Material:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship; and
- (c) the right not to have authorship falsely attributed;

'Ombudsman' means the office established under the *Ombudsman Act 1976* and includes any other person that may, from time to time, perform the functions of that office;

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

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

- 1.3 No variation of this Contract is binding unless it is agreed in writing between the Parties.
- 1.4 Any reading down or severance of a particular provision does not affect the other provisions of this Contract.
- 1.5 The laws of the Australian Capital Territory apply to this Contract. 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 Contract.
- 1.6 A waiver of any provision of this Contract must be in writing.
- 1.7 No waiver of a term or condition of this Contract will operate as a waiver of another breach of the same or of any other term or condition contained in this Contract.
- 1.8 The Contractor agrees not to consult with any other person for the purposes of entering into an arrangement that will require novation of this Contract without first consulting the Customer.
- 1.9 If a Party does not exercise, or delays in exercising, any of its rights under this 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 Contract or at Law does not prevent the further exercise of any right.
- 1.11 The Contractor must not assign or transfer its rights or obligations under this Contract without prior approval in writing from the Customer.
- 1.12 This Contract may be executed in counterparts.

2. PROVISION OF SERVICES

2.1 The Contractor agrees to:

- (a) perform the Services in accordance with this Contract, with due care and skill and in accordance with relevant best practice, including any applicable Australian Standards and any Commonwealth and industry standards and guidelines specified in the Official Order;
- (b) provide to the Customer any Contract Material specified in the Official Order;
- (c) comply with the requirements of the Deed to the extent they apply to the provision of the Services;
- (d) comply with the time frame for the performance of the Services specified in the Official Order;
- (e) liaise with the Customer, provide any information the Customer may reasonably require and comply with any reasonable directions of the Customer; and
- (f) obtain all approvals and licences necessary to perform the Services in accordance with the Contract.

2.2 The Contractor acknowledges that:

- (a) the Customer collects or may come into possession of information concerning the Contractor that is either publicly available information or information obtained through the course of the Customer conducting its affairs; and
- (b) subject to clause 2.3, the Customer may use that information when considering the Contractor's ability to perform this Contract.

2.3 The Customer may consult with the Contractor if any information referred to under clause 2.2 is a cause of concern to the Customer.

2.4 Subject to clauses 12 and 13, no right or obligation in this Contract is to be read or understood as limiting the Contractor's rights to enter into public debate or criticism of the Commonwealth, its entities, officers, employees or agents.

3. FEES, ALLOWANCES, COSTS AND ASSISTANCE

3.1 The Customer agrees to:

- (a) pay the fees specified in the Official Order;
- (b) pay the allowances and meet the costs, if any, specified in the Official Order; and
- (c) provide the facilities and assistance, if any, specified in the Official Order.

3.2 The Customer will be entitled, in addition to any other right it may have, to withhold any payment of fees, allowances or costs until the Contractor has completed to the satisfaction of the Customer that part of the Services to which the payment relates.

3.3 If an overpayment occurs at any time and for any reason (including where an invoice is found to have been incorrectly rendered after payment), the Customer may issue the Contractor with a written notice requiring repayment of the full amount of the overpayment.

3.4 The Contractor must pay to the Customer the full amount of the overpayment specified in the notice referred to in clause 3.3 in the manner specified in the notice, and within twenty (20) Business Days of the date of the notice.

3.5 The Customer may, at its sole and absolute discretion, recover the overpayment specified in the notice referred to in clause 3.3, from the Contractor by offsetting that overpayment against any amount subsequently due to the Contractor under this Contract.

3.6 If the Contractor fails to repay the full amount of an overpayment in accordance with a notice given pursuant to clause 3.3, the Customer may (at its sole discretion) require that Interest be paid on the amount after the expiry of the twenty (20) Business Days' notice referred to in clause 3.4, until the amount is paid to the Customer in full.

3.7 The Contractor must provide the Customer with an adjustment note if required by the *A New Tax System (Goods and Services Tax) Act 1999*, including where the Contractor repays to the Customer some or all of the fees or expenses.

3.8 The Contractor agrees to submit invoices for payment in the manner specified in the Official Order and clause 5.

4. SMALL BUSINESS PAYMENTS

4.1 The Customer will pay the Contractor within 30 days after receipt of a correctly rendered invoice. If this period ends on a day that is not a Business Day, payment is due on the next Business Day.

4.2 This clause only applies where:

- (a) the Contractor is a Small Business;

- (b) the value of this Contract is not more than A\$1 million (GST inclusive);
 - (c) the amount of the interest payable exceeds A\$10; and
 - (d) the fee will be paid by the Customer from Departmental items.
- 4.3 The Customer will pay interest on late payments to the Contractor as follows:
- (a) for payments made by the Customer 30 days and up to 60 days after the amount became due and payable, only where the Contractor issues a correctly rendered invoice for the interest; or
 - (b) for payments made by the Customer more than 60 days after the amount became due and payable, the Customer will pay the interest accrued together with the payment.
- 4.4 Interest payable under this clause will be simple interest on the unpaid amount at the General Interest Charge Rate, calculated in respect of each day from the day after the amount was due and payable, up to and including the day that the Customer effects payment as represented by the following formula:
- $$SI = UA \times GIC \times D$$
- Where:
- SI = simple interest amount;
 - UA = the unpaid amount;
 - GIC = General Interest Charge Rate daily rate; and
 - D = the number of days from the day after payment was due up to and including the day that payment is made.
- 4.5 In this clause 4:
- (a) 'General Interest Charge Rate' means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day; and
 - (b) 'Small Business' means an enterprise that employs less than the full time equivalent of 20 persons on the day that this Contract is entered into. If the enterprise is an 'associated entity' as defined in section 50AAA of the *Corporations Act 2001*, this test is applied to the group of associated entities as a whole.
- 4.6. For the purposes of this clause 4 an invoice is correctly rendered if it:
- (a) is correctly addressed and calculated in accordance with this Contract;
 - (b) relates only to supplies that have been delivered to the Customer in accordance with this Contract; and
 - (c) is a valid tax invoice in accordance with *A New Tax System (Goods and Services Tax) Act 1999*.

5. TAXES, DUTIES AND GOVERNMENT CHARGES

- 5.1 Except as provided by this clause 5, the Contractor agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with this Contract.
- 5.2 The provisions of this clause in respect of GST apply where the Contractor is registered, or is required to be registered for GST.
- 5.3 The goods, services and other supplies made by the Contractor under this Contract are

'taxable supplies' within the meaning of the GST Law.

- 5.4 The Contractor will issue the Customer 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 3.8.
- 5.5 The amounts payable by the Customer to the Contractor, as determined under clause 3, are stated inclusive of GST but must not include any amount which represents GST paid by the Contractor for which the Contractor may claim an input tax credit.
- 5.6 If a payment to satisfy a claim or a right to claim under or in connection with this Contract gives rise to a liability to pay GST, the payer must also pay, and indemnify the payee against the amount of that GST.
- 5.7 If a Party has a claim under or in connection with this 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).
- 5.8 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.

6. SUBCONTRACTORS

- 6.1 The Contractor agrees that:
- (a) it will not subcontract the performance of any part of the Services without the prior approval in writing of the Customer; and
 - (b) the subcontractors, if any, specified in the Official Order will perform work in relation to the Services in accordance with this Contract and are approved by the Customer to do so.
- 6.2 The Customer may impose any terms and conditions it considers appropriate when giving its approval under clause 6.1(a).
- 6.3 Where a subcontractor specified in the Official Order or approved by the Customer under clause 6.1(a) is unable to perform the work, the Contractor agrees to notify the Customer immediately.
- 6.4 Where clause 6.3 applies, the Customer may request the Contractor to secure a replacement subcontractor acceptable to the Customer at no additional cost and at the earliest opportunity.
- 6.5 If the Contractor does not comply with any request made under clause 6.4, the Customer may terminate this Contract in accordance with the provisions of clause 21.
- 6.6 In respect of subcontractors specified in the Official Order or approved by the Customer under this clause, the Contractor must ensure that:
- (a) the subcontract facilitates compliance by the Contractor with its obligations under this Contract;
 - (b) the subcontract will not conflict with or detract from the rights and entitlements of the Customer under this Contract;
 - (c) 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 Services;

- (d) the other party to the subcontract has consented to the public disclosure of its name in connection with the performance of the Services;
- (e) the subcontract contains all the relevant terms of this Contract including those relating to compliance with the Law, subcontracting, intellectual property, audit and access, privacy, confidentiality, warranties and indemnities, disclosure and termination and in particular that the Contractor has or will secure for itself a right to terminate the subcontract on terms no less favourable than those accorded the Customer by clause 20, in the event of this Contract being terminated;
- (f) the other party to the subcontract acknowledges that it may be considered a 'Commonwealth service provider' for the purposes of the *Ombudsman Act 1976* and subject to investigation by the Ombudsman under that Act and that the Customer will not be liable for the cost of any such investigation by the Ombudsman in connection with the subject matter of the subcontract or the subject matter of this Contract;
- (g) the other party to the subcontract is prohibited from further subcontracting the Services without the prior written approval of the Customer; and
- (h) if requested, the Contractor will promptly provide a copy of the relevant subcontract to the Customer.

7. SPECIFIED PERSONNEL AND OTHER PERSONNEL

- 7.1 The Contractor agrees that the Specified Personnel will perform work in relation to the Services as specified in the Official Order.
- 7.2 Where Specified Personnel are unable to perform the work, the Contractor agrees to notify the Customer immediately.
- 7.3 The Customer may, at its absolute discretion, request the Contractor to remove Contractor Personnel (including Specified Personnel) from work in relation to the Services.
- 7.4 Where clauses 7.2 or 7.3 apply, the Customer may request the Contractor to provide replacement personnel acceptable to the Customer at no additional cost and at the earliest opportunity.
- 7.5 If the Contractor does not comply with any request made under clause 7.3 or clause 7.4 the Customer may terminate this Contract in accordance with the provisions of clause 21.

8. RESPONSIBILITY OF CONTRACTOR

- 8.1 The Contractor agrees to be fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Contract, and will not be relieved of that responsibility because of any:
 - (a) involvement by the Customer in the performance of the Services;
 - (b) payment made to the Contractor on account of the Services;
 - (c) subcontracting of the Services; or
 - (d) acceptance by the Customer of replacement Contractor Personnel (including Specified Personnel).

9. CUSTOMER MATERIAL

- 9.1 The Customer agrees to provide Material to the Contractor as specified in the Official Order.
- 9.2 The Customer grants to the Contractor a royalty-free, licence fee-free, non-exclusive licence (including a limited right of sub-licence to sub-license to a subcontractor specified in the

Official Order or approved by the Customer under clause 6) to use, reproduce, modify, adapt, publish, perform, broadcast and communicate the Intellectual Property in the Customer Material for the purposes of this Contract.

9.3 The Contractor agrees to ensure that all Customer Material is used strictly in accordance with any conditions or restrictions set out in the Official Order, and any direction by the Customer.

9.4 Property in any copy of Customer Material (in the form of a document, article or removable medium) vests or remains vested in the Customer. The Contractor agrees:

- (a) to secure all copies within its control against loss and unauthorised use or disclosure; and
- (b) on the expiration or termination of this Contract, to deliver to the Customer, or, in accordance with the Customer's directions erase or otherwise deal with all such copies,

unless any provision to the contrary is set out in the Official Order.

9.5 This clause survives the expiration or earlier termination of this Contract.

10. INTELLECTUAL PROPERTY IN CONTRACT MATERIAL

10.1 Subject to clause 10.2 Intellectual Property in all Contract Material vests or will vest in the Customer.

10.2 Clause 10.1 does not affect the ownership of Intellectual Property in any Existing Material, but the Contractor grants or undertakes to arrange for a third party to grant, to the Customer a permanent, irrevocable, royalty-free, licence fee-free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit any such Existing Material in conjunction with the other Contract Material.

10.3 If requested by the Customer, the Contractor agrees to bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 10.

10.4 The Contractor warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in this Contract Material in the manner provided for in this clause 10.

10.5 Property in any copy of Contract Material (in the form of a document, article or removable medium) vests or remains vested in the Customer. The Contractor agrees:

- (a) to secure all copies within its control against loss and unauthorised use or disclosure; and
- (b) on the expiration or termination of this Contract, to deliver to the Customer, or, in accordance with the Customer's directions erase or otherwise deal with all such copies,

unless any provision to the contrary is set out in the Official Order.

10.6 This clause 10 survives the expiration or earlier termination of this Contract.

11. MORAL RIGHTS

11.1 For the purposes of this clause, 'Specified Acts' relating to Moral Rights means any of the following classes or types of acts or omissions by or on behalf of the Customer:

- (a) using, reproducing, modifying, adapting, publishing, performing, broadcasting, communicating, commercialising or exploiting all or any part of the Contract Material, with or without attribution of authorship;
- (b) supplementing the Contract Material with any other Material; and

- (c) using the Contract Material in a different context to that originally envisaged; but does not include false attribution of authorship.

11.2 The Contractor must use its best endeavours to ensure that:

- (a) where there is no consent already in place, a written consent will be given by the author of any Contract Material, other than Existing Material, to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly to the performance of the Specified Acts by the Customer or any person claiming under or through the Customer; and
- (b) where there is no consent already in place, the author of any Existing Material will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which extends directly or indirectly for the benefit of the Customer in relation to the Customer's licensed use of such Material.

11.3 This clause 11 survives the expiration or earlier termination of this Contract.

12. DISCLOSURE OF INFORMATION

12.1 The Contractor agrees not to disclose to any person other than the Customer, any Confidential Information relating to this Contract or the Services without prior approval in writing from the Customer.

12.2 The Customer may impose any conditions it considers appropriate when giving its approval under clause 12.1, and the Contractor agrees to comply with these conditions.

12.3 The Customer may at any time require the Contractor to give, and to arrange for its Contractor Personnel engaged in the performance of the Services to give, undertakings in writing in a form required by the Customer, relating to the non-disclosure of Confidential Information.

12.4 If the Contractor receives a request under clause 12.3 it agrees to promptly arrange for all such undertakings to be given.

12.5 The obligations on the Contractor under this clause will not be taken to have been breached where the information referred to is required by Law to be disclosed.

12.6 Property in any copy of Confidential Information (in the form of a document, article or removable medium) vests or will vest in the Customer. The Contractor agrees:

- (a) to secure all copies within its control against loss and unauthorised use or disclosure; and
- (b) on the expiration or termination of this Contract, to deliver to the Customer, or, in accordance with the Customer's directions erase or otherwise deal with all such copies,

unless any provision to the contrary is set out in the Official Order.

12.7 The Customer gives no undertaking to treat Contractor information, or this Contract, as confidential information. The Contractor acknowledges that the Customer may disclose information relevant to this Contract, or this Contract itself to any person:

- (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) 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 Commonwealth Minister;

- (d) to the Customer's third party service providers for the purposes of providing goods and services to, or on behalf of, the Customer; or
- (e) for any other requirements of the Customer.

12.8 This clause 12 survives the expiration or earlier termination of this Contract.

13. ACCESS TO DOCUMENTS

13.1 In this clause 13, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982*.

13.2 This clause 13 only applies if a Contract is a contract which complies with the description of 'Commonwealth contract'.

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

13.4 The Contractor must include in any subcontract relating to the performance of a Contract provisions that will enable the Contractor to comply with its obligations under this clause.

14. PROTECTION OF PERSONAL INFORMATION

14.1 This clause 14 applies only where the Contractor deals with Personal Information when, and for the purpose of, providing the Services under this Contract.

14.2 In this clause 14, the terms:

- (a) agency;
- (b) contracted service provider;
- (c) registered APP code ('RAC'); and
- (d) Australian Privacy Principle ('APP'),

have the same meaning as they have in the *Privacy Act 1988* ('the Privacy Act') and 'subcontract' and other grammatical forms of that word have the meaning given in section 95B(4) of the Privacy Act.

14.3 The Contractor acknowledges that it may be treated as a 'contracted service provider' and agrees in respect of the provision of the Services under this Contract:

- (a) to use or disclose Personal Information obtained during the course of providing the Services under this Contract, only for the purposes of this Contract;
- (b) not to do any act or engage in any practice which if done or engaged in by an agency, would be a breach of an APP;
- (c) to notify individuals whose Personal Information the Contractor holds, that complaints about acts or practices of the Contractor may be investigated by the Privacy Commissioner who has power to award compensation against the Contractor in appropriate circumstances;
- (d) comply with the obligations contained in the APPs that apply to the Contractor;
- (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 Contractor, unless the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Contract, and the activity or practice which is authorised by this

Contract is inconsistent with the APP or RAC, whichever is applicable to the Contractor;

- (f) to comply with any request under section 95C of the Privacy Act;
 - (g) to immediately notify the Customer if the Contractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this clause, whether by the Contractor or any subcontractor;
 - (h) 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
 - (i) to ensure that any officers, employees or agents of the Contractor who are required to deal with Personal Information for the purposes of this Contract are made aware of the obligations of the Contractor set out in this clause.
- 14.4 The Contractor agrees to ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract imposes on the subcontractor the same obligations as the Contractor has under this clause, including the requirement in relation to subcontracts.
- 14.5 The Customer may at any time require the Contractor to give, and to arrange for Contractor Personnel to give, undertakings in writing in a form required by the Customer, relating to the non-disclosure of Personal Information.
- 14.6 If the Contractor receives a request under clause 14.5, it agrees to promptly arrange for all such undertakings to be given.
- 14.7 The Contractor agrees to indemnify the Customer in respect of any loss, liability or expense suffered or incurred by the Customer which arises directly or indirectly from a breach of any of the obligations of the Contractor under this clause, or a subcontractor under the subcontract provisions referred to in clause 14.4.
- 14.8 The Contractor'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 Contractor but for the application of this clause.
- 14.9 This clause 14 survives the expiration or earlier termination of this Contract.

14A. NOTIFIABLE DATA BREACHES

- 14A.1 If the Contractor becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Contractor as a result of this Contract or its provision of the Services, the Contractor agrees to:
- (a) notify the Customer in writing as soon as possible, which must be no later than within three (3) days of becoming aware; and
 - (b) unless otherwise directed by the Customer, carry out an assessment in accordance with the requirements of the *Privacy Act 1988*.
- 14A.2 Where the Contractor is aware that there are reasonable grounds to believe there has been, or where the Customer notifies the Contractor that there has been, an Eligible Data Breach in relation to any Personal Information held by the Contractor as a result of this Contract or its provision of the Services, the Contractor must:
- (a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;

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- (b) unless otherwise directed by the Customer, take all other action necessary to comply with the requirements of the *Privacy Act 1988*; and
- (c) take any other action as reasonably directed by the Customer.

14A.3 This clause survives the expiration or earlier termination of this Contract.

15. COMPLIANCE WITH LAWS AND POLICIES

15.1 The Contractor agrees, in carrying out this Contract, to comply with all Laws and any relevant policies, including:

- (a) the *Crimes Act 1914*;
- (b) the *Racial Discrimination Act 1975*;
- (c) the *Sex Discrimination Act 1984*;
- (d) the *Disability Discrimination Act 1992*;
- (e) the *Charter of United Nations Act 1945* and the *Charter of United Nations (Dealing with Assets) Regulations 2008*;
- (f) the *Archives Act 1983*;
- (g) the *Privacy Act 1988*;
- (h) the *Freedom of Information Act 1982*;
- (i) the *Criminal Code Act 1995*;
- (j) any occupational health and safety legislation applicable to the Contractor;
- (k) the Australian Government's *Lobbying Code of Conduct 2013*;
- (l) the *Protective Security Policy Framework* which is available at: [Protective Security Policy Framework website](#);
- (m) any fraud control guidelines issued by the Department of Finance from time to time; and
- (n) any other policies notified to the Contractor in writing or listed in the Official Order.

15.2 The Contractor acknowledges that under section 137.1 of the Schedule to the *Criminal Code Act 1995*, giving false or misleading information to the Commonwealth is a serious offence.

15.3 The Contractor agrees, when using the Customer's premises or facilities, to comply with all reasonable directions and procedures relating to occupational health, safety and security in operation at those premises or in regard to those facilities whether specifically drawn to the attention of the Contractor or as might reasonably be inferred from the circumstances.

15.4 Without limiting the effect of clause 24, the Contractor must comply with, and require Contractor Personnel to comply with, the behaviours specified in:

- (a) the Code of Conduct in section 13 of the *Public Service Act 1999* as if the Contractor and those Contractor Personnel were APS employees as defined in that Act; and
- (b) on and from 1 July 2014, the general duties of officials at sections 25-29 of the *Public Governance, Performance and Accountability Act 2013* as if the Consultant and those Consultant Personnel were officials as defined in that Act.

16. CONFLICT OF INTEREST

- 16.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Contract no Conflict exists or is likely to arise in the performance of obligations under this Contract by the Contractor or the Contractor Personnel.
- 16.2 If, during the term of this Contract, a Conflict arises, or appears likely to arise, in respect of the Contractor or the Contractor Personnel, the Contractor agrees to:
- (a) notify the Customer immediately in writing of the Conflict making a full disclosure of all relevant information relating to the Conflict and setting out the steps the Contractor proposes to take to resolve or otherwise deal with the Conflict; and
 - (b) take such steps as have been proposed by the Contractor, or at the discretion of the Customer, take such steps as the Customer may reasonably require to resolve or otherwise deal with the Conflict.
- 16.3 If the Contractor fails to notify the Customer under this clause or is unable or unwilling to resolve or deal with the Conflict as required, the Customer may terminate this Contract in accordance with the provisions of clause 21.
- 16.4 The Contractor agrees that it will not, and will use its best endeavours to ensure that any Contractor Personnel do not, engage in any activity or obtain any interest during the course of this Contract that is likely to conflict with or restrict the Contractor in providing the Services to the Customer fairly and independently.

17. ACCOUNTABILITY

- 17.1 The Contractor must give to:
- (a) the Auditor-General or his/her delegate;
 - (b) the Privacy Commissioner or his/her delegate;
 - (c) the Ombudsman or his/her delegate;
 - (d) the persons appointed under the *Australian Information Commissioner Act 2010* as the Information Commissioner and the FOI Commissioner or his/her delegate; and
 - (e) any persons authorised in writing by the Customer,
- (referred to in this clause collectively as 'those permitted') access to premises :
- (f) at which Materials associated with this Contract are stored; or
 - (g) work associated with this Contract is undertaken, and
 - (h) to the Contractor Personnel,
- in order for those permitted to be able to inspect and copy Material for purposes associated with this Contract or any review of performance under this Contract.
- 17.2 The rights referred to in clause 17.1 are, wherever practicable, subject to:
- (a) the provision of reasonable prior notice from the Customer (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 Contractor.
- 17.3 The Contractor agrees to provide all reasonable assistance requested by the Customer in respect of any inquiry into or concerning the Services or this Contract.

17.4 Without limitation to the generality of clause 17.3:

- (a) the assistance to be provided by the Contractor under clause 17.3 will include, as appropriate, the provision of Material, and making available relevant personnel of the Contractor to provide information or answer questions on any matters relevant to or arising from this Contract or the performance of the Services which might reasonably be expected to be within the knowledge of the Contractor; and
- (b) an inquiry referred to in clause 17.3 will include any administrative or statutory review, audit or inquiry (whether within or external to the Commonwealth), any request for information directed to the Customer, and any inquiry conducted by Parliament or any Parliamentary committee.

17.5 The Customer will endeavour to notify the Contractor as early as possible of any assistance required under clause 17.3, provided always that the Contractor acknowledges that such notice may be oral and is not subject to any minimum notice period requirement.

17.6 The requirement for access under this clause does not in any way reduce the responsibility of the Contractor to perform its obligations in accordance with this Contract.

17.7 The Contractor agrees to ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause permitting those permitted to have access as specified in this clause.

17.8 Nothing in this Contract limits or restricts in any way any duly authorised function, power, right or entitlement of the Auditor-General, the Ombudsman, the Privacy Commissioner, the Information Commissioner, the FOI Commissioner or their respective delegates. The rights of the Customer under this Contract are in addition to any other duly authorised power, right or entitlement of the Auditor-General, the Ombudsman, the Privacy Commissioner, the Information Commissioner, the FOI Commissioner or their respective delegates.

17.9 This clause 17 survives the expiration or earlier termination of this Contract for a period of seven years.

18. INDEMNITY

18.1 To the extent permitted by Law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Contractor under or in connection with this Contract.

18.2 The Contractor agrees to indemnify the Customer, its officers, employees and agents from and against any:

- (a) loss or liability incurred by the Customer;
- (b) loss of or damage to property of the Customer; or
- (c) loss or expense incurred by the Customer 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 Customer, arising from:
 - (d) any act or omission by the Contractor or the Contractor Personnel in connection with this 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 Contractor of its obligations or warranties under this Contract.

- 18.3 The Contractor's liability to indemnify the Customer under clause 18.1 will be reduced proportionately to the extent that any negligent or other tortious act or omission of the Customer contributed to the relevant liability, loss, damage, or expense.
- 18.4 The right of the Customer 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 Customer to be compensated in excess of the amount of the relevant liability, loss, damage, or expense.
- 18.5 The Contractor agrees that the Customer will be taken to be acting as agent or trustee for and on behalf of its officers, employees and agents from time to time.
- 18.6 This clause survives the expiration or earlier termination of this Contract.

19. DISPUTE RESOLUTION

- 19.1 The Parties agree that any dispute arising during the course of this Contract will be dealt with as follows:
- (a) first, the Party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
 - (b) secondly, the Parties will try to resolve the dispute by direct negotiation, including by referring the matter to persons who have authority to intervene and direct some form of resolution;
 - (c) thirdly, the Parties have 10 Business Days from the receipt of the notice in clause 19.1(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.
- 19.2 Despite the existence of a dispute, the Contractor will (unless requested in writing not to do so) continue to perform the Services.
- 19.3 This clause:
- (a) does not apply to action by the Customer under or purportedly under clauses 3.2 or 20 or by either Party under or purportedly under clause 21; and
 - (b) does not preclude either Party from commencing legal proceedings for urgent interlocutory relief.

20. TERMINATION AND REDUCTION FOR CONVENIENCE

- 20.1 The Customer may, at any time by notice and at its sole discretion, terminate this Contract in whole or reduce the scope of the Services immediately.
- 20.2 Upon receipt of a notice of termination or reduction the Contractor must:
- (a) stop or reduce work as specified in the notice; and

- (b) take all available steps to minimise loss resulting from that termination or reduction and to protect Customer Material and Contract Material.

20.3 Where there has been a termination under clause 20.1, the Customer will be liable only for:

- (a) payments and assistance under clause 3 for Services properly rendered before the effective date of termination; and
- (b) reasonable costs unavoidably incurred by the Contractor and directly attributable to the termination and which the Contractor fully substantiates.

20.4 The Customer will not be liable to pay compensation under clause 20.3(b) in an amount which would, in addition to any amounts paid or due, or becoming due, to the Contractor under this Contract, together exceed the fees set out in the Official Order.

20.5 The Contractor will not be entitled to compensation for loss of prospective profits.

20.6 If there is a reduction in the Services, the Customer's obligation to pay any fee will abate proportionately to the reduction in the Services.

20.7 To avoid doubt, the Customer has an unfettered discretion to terminate this Contract or reduce the scope of the Services in accordance with this clause.

21. TERMINATION FOR DEFAULT

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

- (a) if it considers that the failure is not capable of remedy, by notice, terminate this Contract immediately;
- (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 seven days); and
- (c) if the failure is not remedied in accordance with a notice given under clause 21.1(b), by further notice, terminate this Contract immediately.

21.2 The Customer may also, by notice, terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the Contractor:

- (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;
- (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors; or
- (d) breaches a warranty listed in clause 23.

22. DEEMED TERMINATION FOR CONVENIENCE

22.1 If a purported termination for cause by the Customer under clause 21 is determined by a competent authority not to be properly a termination for cause, then that termination by the Customer will be deemed to be a termination for convenience under clause 20 which termination has effect from the date of the notice of termination referred to in clause 21.

23. CONTRACTOR WARRANTIES

23.1 The Contractor represents, warrants and undertakes to the Customer that:

- (a) it will promptly notify and fully disclose to the Customer in writing any event or occurrence actual or threatened which could have an adverse effect on the Contractor's ability to perform any of its obligations under this Contract;

- (b) it has full power and authority to enter into, perform and observe its obligations under this Contract;
- (c) the execution, delivery and performance of this Contract has been duly and validly authorised by the Contractor;
- (d) it will promptly notify and fully disclose to the Customer in writing if:
 - (i) it becomes insolvent or is wound up;
 - (ii) it makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver, manager or administrator appointed;
 - (iii) it goes into liquidation or passes a resolution to go into liquidation, or becomes subject to any petition or proceedings in a court for its compulsory winding up or becomes subject to the supervision of a court or regulatory authority, either voluntarily or otherwise;
 - (iv) it suffers any execution against its assets;
 - (v) anything analogous to, or of a similar effect to anything described above under the Law occurs in respect of the Contractor;
- (e) the unconditional execution and delivery of, and compliance with its obligations by it under this Contract do 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 Contractor which could have an adverse effect upon either the Contractor's capacity to perform its obligations under this Contract or the Contractor'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 Contract, it is not entering into this Contract 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 Customer or any Commonwealth Entity, including in any tender or application process or in any contract;
- (j) it has had no significant deficiency in the performance of any substantive requirement or obligation under any prior contract with the Customer or any Commonwealth Entity;
- (k) it has, and will continue to have and to use, the skills, qualifications and experience to perform the Services in an efficient and controlled manner with a high degree of quality and responsiveness and to a standard that complies with this Contract; and

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- (l) it has and will continue to have the necessary resources, including financial resources, to perform the Services and will use those resources to perform the Services.
- 23.2 The Contractor acknowledges that the Customer in entering into this Contract is relying on the warranties and representations contained in this Contract.

23.3 Each representation and warranty survives the execution of this Contract.

24. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

24.1 The Contractor is not, by virtue of this Contract, an officer, employee, partner or agent of the Customer, nor does the Contractor have any power or authority to bind or represent the Customer.

24.2 The Contractor agrees not to represent itself, and to use its best endeavours to ensure that its Contractor Personnel do not represent themselves, as being an officer, employee, partner or agent of the Customer, or as otherwise able to bind or represent the Customer.

25. NOTICES

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

- (a) directed to the recipient's Contract Liaison Officer as specified in the Official Order or as varied by any notice; and
- (b) hand delivered or sent by pre-paid post, email or facsimile to the Contract 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.

SCHEDULE 3

SERVICES

Subject to the Request for Quote (if any) and the Contractor's acceptance, and the scope, of an Official Order in accordance with clause 3 of this Deed, the Contractor may be required to provide any or all of the Services specified in this Schedule 3.

- Source and deliver the range of CHSP GEAT items (see item examples at Schedule 1 – Statement of Requirement, Item 4 of this RFT) in related to:
 - Aids for vision and hearing
 - Bathing, showering and toileting
 - Communication: speak, read and listen
 - Computer access
 - Design and building for access and safety
 - Vehicle modifications
 - Eating and drinking
 - Kitchen and household tasks
 - Lifting and transferring people
 - Personal care and dressing
 - Driving
 - Walking aids
 - Telephones, intercoms and call systems
 - Safety and health management
 - Scooters, Wheelchairs and wheeled mobility
 - Seating, sleeping and body support
 - Standing aids
 - Switches and remote controls
- The Department's strong preference is to engage one or more provider/agents with national capability and capacity to:
 - source, supply, install and maintain GEAT to older Australians through the CHSP; and
 - provide the full range of items in the GEAT categories (see item examples at Schedule 1 – Statement of Requirement, Item 4 of this RFT).

Providers/agents that tender for a subset of the GEAT categories, are not excluded from tendering and will be considered for inclusion on the panel.

- Provide GEAT direct to clients via either sale, lease or loan.
- Coordinate the supply and delivery of GEAT to CHSP clients throughout Australia, including rural and remote areas. GEAT must be delivered in a timely manner to ensure CHSP clients assessed needs are met.
- Coordinate the ongoing maintenance and repair of GEAT provided to the CHSP client, as required, for the duration of the contract.
- Ensure under-advice or prescribed GEAT (complex or specialised equipment) has been referred or configured by an OTC Occupational Therapist who has assessed the CHSP client as needing this level of GEAT.
- Provision of GEAT goods and services must meet that meet Australian Standards and be provided in accordance with:

- [CHSP Manual Program Manual 2020-2022 \(where applicable\)](#)
- [Aged Care Quality and Safety Standards; and](#)
- [Charter of Aged Care Rights](#)
- [Australian Consumer Law](#)

- As required, provide ongoing user support, which may be via online written resources, videos, instruction guides, phone support, by appointment with an OT, etc., as is appropriate for the type and complexity of the equipment.
- Must be able to source and provide appropriate GEAT that aligns with the clients support plan, based on their aged care assessment. The tenderer must have the ability to determine if the GEAT is appropriate for the clients' needs as assessed, and may need to engage with the assessor or and OTC Occupational Therapist if required
- Must meet eligibility requirements to obtain access to My Aged Care as described in the RFT - Essential Requirements Clause 1. This includes;
 - be eligible to set up access to the My Aged Care Portal in order to receive referrals for GEAT
 - be an eligible entity type, such as a company, trustee or charity
 - have an Australian Business Number (ABN)
 - be registered for GST
 - have an Australian bank account
 - carry on business in Australia.
- The Department prefers that any Contract that is awarded will be between the Department and a single separate legal entity who will be responsible for the performance of all obligations contained in the Contract.

Service Descriptions (but not limited to)

GEAT Category Type	GEAT examples
Aids for vision and hearing	<ul style="list-style-type: none"> • Big button speakerphone • Spelling based software • Electronic magnifier • Spectacles • Clock/watches • Voice amplifier
Bathing, showering and toileting	<ul style="list-style-type: none"> • Bathroom mats • Bath Seats • Bath Hoist • Shower Chairs • Wheeled commode chairs • Bottom wiper • Toe washer

	<ul style="list-style-type: none"> • Long-handled sponge • Handheld shower hose • Switchcock or adjustable hand shower on rail
Communication: speak, read and listen	<ul style="list-style-type: none"> • Automatic page turners • E-reader • Reader pen • Voice recognition software • Large-button and GPS-enabled mobile phone (monitoring and safety) • Magnification for newsprint • Smart AT from mainstream stores (e.g. Google Play) • Video Conferencing Equipment • Lights • Accessible doorbell
Computer access	<ul style="list-style-type: none"> • Ergonomic Keyboard or Mouse • Laptop • Touch Screen Monitor • Smartphone mount
Design and building for access and safety	<ul style="list-style-type: none"> • Slip resistant tiles (Not Home Modification) • Luminous adhesive sheets • Ergonomic tools
Vehicle modifications	<ul style="list-style-type: none"> • Car Hand controls • Wheelchair trailer • Car Swivel mat • Car Transfer handle • Boot winch for manual wheelchair storage • Wheelchair trailer
Eating and drinking	<ul style="list-style-type: none"> • Built-up handle cutlery • Powered can opener • Large-grip peeler • Buttering board

Deed of Standing Offer

hook essing stick Long-handled shoehorn Long-handled reacher Adapted Shoes (velcro) Orthotic for fallen arches, over-pronation and flat feet Wheel spinning knobs Electronic clutch Indicator extension Adapted key Walking frames Walking Sticks Walker soft touch grips Blood pressure monitor Home Monitoring system Medical management device Electronic Scales	
Telephones, intercoms and call systems	
Safety and health management	

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Deed of Standing Offer

	<ul style="list-style-type: none"> Automated reminder watch
Scooters, Wheelchairs and wheeled mobility	<ul style="list-style-type: none"> Wheeled Walker Mobility Scooter Manual Wheelchair
Seating, sleeping and body support	<ul style="list-style-type: none"> Bed ladder Bed support Pressure mattress Bed pole Propping stool and upright chair with arms Waffle Cushion
Standing aids	<ul style="list-style-type: none"> Standing Frame
Switches and remote controls	<ul style="list-style-type: none"> Smart plug Big button remote controls Automatic light switch Motion sensors

SCHEDULE 4

FEES, ALLOWANCES AND COSTS

Table A. Estimated costs associated with Provision of GEAT for 2020-21 financial year											
Instructions: the table below is not an exhaustive list of GEAT but a list of common GEAT items that the Department expects the tenderer to estimates costs against to support the evaluation process. An itemised breakdown includes: <ul style="list-style-type: none">• Brand• Item cost – including delivery costs, on-costs and overheads.• Additional information – please note if pricing is expected to be significantly impacted by variations in GEAT volume If applicable, Tenders must provide assumptions and/or caveats in the provided table i.e. to explain what version number or size the Item is price against											

Item	Brand	Metro		Regional		Rural		Remote		Very Remote	
		Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information
Aids for vision and hearing											
Voice amplifier											
Spectacles											
Bathing, showering and toileting											
Mobile Shower Commode											
Handheld shower hose											
Mobile Phone iPad or Tablet											
Communication: speak, read and listen											
E-reader											
Reader Pen											
Large-button and GPS-enabled mobile phone											
Computer access											
Laptop											
Touch Screen Monitor											
Design and building for access and safety											
Slip resistant tiles (Not											

Item	Brand	Metro		Regional		Rural		Remote		Very Remote	
		Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information
Home Modification)											
Vehicle modifications											
Car Transfer handle											
Wheelchair trailer											
Eating and drinking											
Powered can opener											
Kitchen trolley											
Kitchen and household tasks											
Lightweight Vacuum											
Ergonomic Mop											
Lifting and transferring people											
Electric mattress lifter											
Leg lifter											
Personal care and dressing											
Adapted Shoes (velcro)											
Orthotic for fallen arches, over-pronation and flat feet											
Driving											
Indicator extension											
Adapted Key											
Walking aids											
Walking frames											
Walking Sticks											
Telephones, intercoms and call systems											

Item	Brand	Metro		Regional		Rural		Remote		Very Remote	
		Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information
Blood pressure monitor											
Personal Alarm Call System -Video											
Personal Alarm Call System –Non Video											
Safety and health management											
Medical management device											
Electronic Scales											
Automated Reminder Watch											
Scooters, Wheelchairs and wheeled mobility											
Mobility Scooter											
Manual Wheelchair											
Seating, sleeping and body support											
Waffle Cushion											
Propping stool and upright chair with arms											
Pressure Mattress											
Standing aids											
Standing Frame											
Switches and remote controls											

Item	Brand	Metro		Regional		Rural		Remote		Very Remote	
		Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information	Item Cost – Australia wide (GST Incl)	Additional information
Big button remote controls											
Automatic light switch											
Total											

In general, it is expected that CHSP clients’ who are unable to purchase independently will be able to access up to \$750 in total support per financial year. Where an Agent assess it to be necessary, however, the Agent has the discretion to increase the cap to \$1,000 per client per financial year.

The cap applies in total per CHSP client, regardless of how many items are loaned or purchased. It is not a cap applied per item. For example, a CHSP client may purchase or lease a walking frame and shower chair in the same financial year for a total combined cost of \$450.

Note that these funding caps also apply where funds are used to contribute to the purchase of higher cost items such as mobility scooters and vehicle modifications scooters and vehicle modifications.

Metro/Regional/Rural or Remote/Very Remote
Different pricing arrangements can apply depending on whether GEAT is supplied, installed, and maintained in remote/very remote areas.

CHSP consumer numbers

In 2019-20 there were a total of 839,373 CHSP clients across Australia receiving services including GEAT. The [Aged care data snapshot – 2020](#) reports the distribution of CHSP clients numbers in each state as follows:

- 228,397 in NSW
- 232,880 in VIC
- 193,669 in Qld
- 60,066 in WA
- 83,842 in SA
- 25,004 in Tas
- 10,811 in ACT
- 4,692 in NT

The Department anticipates an additional 15,000 clients nationally may receive GEAT as a result of this tender per financial year.

Modified Monash Model (MMM)

Different pricing arrangements can apply depending on whether GEAT is supplied, installed, and maintained in either Metro, Regional, Rural, Remote or Very Remote areas.

The Department will use the Modified Monash Model (MMM) to identify areas. The MMM defines whether a location is a city, rural, remote or very remote based on population size and locality (see Table below).

RFT Description	MMM	Inclusion
Metro	1	Major cities accounting for 70% of Australia's population All areas categorised ASGS-RA1.
Regional	2	Regional centres: Inner (ASGS-RA 2) and Outer Regional (ASGS-RA 3) areas that are in, or within a 20km drive of a town with over 50,000 residents. For example: Ballarat, Mackay, Toowoomba, Kiama, Albury, Bunbury
Rural	3 4 5	Large, Medium and Small rural towns: All Inner (ASGS-RA 2) and Outer Regional (ASGS-RA 3).
Remote	6	Areas categorised ASGC-RA 2 and ASGC-RA 3 that are not in MM 2 or MM 3, and are in, or within 10km road distance, of a town with population between 5,000 and 15,000.
Very Remote	7	All other areas in ASGC-RA 2 and 3

Tenderers can determine the MMM rating of a location using the Health Workforce Locator tool on the Department of Health's [website](#). Currently, geographic locations are based on the 2015 version of the Modified Monash Model.

SCHEDULE 5A

FORM OF REQUEST FOR QUOTATION

This Request for Quotation is issued in accordance with clause 3.3 of the Deed of Standing Offer for Services entered into between the Commonwealth of Australia as represented by *[insert Customer's name]* ('Customer') and *[insert Contractor's full legal name]* ('Contractor') dated *[insert date of Deed]* ('Deed').

ID	Item	Detail
1	Date of Request for Quotation	<i>[Insert date RFQ is issued]</i>
2	Quotation due date	Quotations should be submitted to the Customer's Deed Liaison Officer by <i>[insert due date]</i> .
2	Defined terms	As defined in the Deed. <i>[Insert additional terms if required]</i>
3	Services to be provided	<i>[Insert details by reference to Schedule 3 of the Deed and attach additional pages if required]</i> <i>[Include details of any deliverables]</i> <i>[Insert details of any milestones]</i>
4	Timeframes	<i>[Insert proposed start / finish dates and peak workload cycles]</i>
5	Other requirements	<i>[Other requirements may be negotiated having regard to the particular Services to be provided. Examples could be:</i> <ol style="list-style-type: none"> 1. Reporting 2. Confidential Information 3. Specified Personnel 4. Customer Material to be provided 5. Required Contract Material 6. Fees, allowances and costs 7. Conditions/Restrictions re Personal Information 8. Department policies <i>If there are no other requirements, insert 'None specified.']</i>

SCHEDULE 5B

FORM OF QUOTATION

[This form must be used when responding to a Request for Quotation. Use attachments to incorporate bulky details if required.]

1. **[Insert Contractor's full legal name]** ('Contractor') submits this Quotation in accordance with clause 3.4 of the Deed of Standing Offer for Services entered into between the Commonwealth of Australia as represented by **[insert Customer's name]** ('Customer') and the Contractor dated **[insert date of Deed]** ('Deed') to provide the Services specified in the Request for Quotation dated **[insert date of RFQ]** (RFQ).
2. This Quotation will remain valid for a period of **[insert number]** months from the date of submission.
3. Without limiting clause 3.6 of the Deed, the Contractor acknowledges that no binding contract (express or otherwise) is created between the Customer and the Contractor until the Parties execute an Official Order.

ID	Item	Details
1	Contractor	<i>[Insert Contractor's full legal name]</i>
2	Date of Quotation	<i>[Insert date Quotation is submitted]</i>
3	Defined terms	As defined in the Deed. <i>[Insert additional terms if required]</i>
4	Services to be provided	<i>[Insert Contractor's proposal for meeting the Customer's need as set out in item 3 of the RFQ and by reference to Schedule 3 of the Deed.]</i>
5	Fees, allowances and costs	<i>[Insert the Contractor's fees, allowances and costs to provide the Services by reference to Schedule 4 of the Deed.]</i>
6	Ability to meet timeframes	<i>[Insert Contractor's ability to meet the required timeframes as set out in item 4 of the RFQ.]</i>
7	Other requirements	<i>[Contractor to respond to the other requirement's specified by the Customer at item 5 of the RFQ (if any). Contractor should also list:</i> <ol style="list-style-type: none"> 1. Specified Personnel 2. Contractor confidential information 3. Existing Material that will be provided 4. any other requirements for the Customer to consider. <i>If there are no other requirements, insert 'None specified.']</i>

SCHEDULE 6

OFFICIAL ORDER



Australian Government

Department of Health

Official Order/Contract details [insert SAP contract number] for [insert the Services]

Under Deed of Standing Offer (Head Agreement for Services) – [insert the Deed of Standing Offer number]

Customer details	Contractor details
<p>[Customer Branch Name]</p> <p>[Address]</p>	<p>[Contractor Name] [ABN:]</p> <p>[Address]</p>
<p>Customer Contract Liaison Officer: [.....position], currently [.....name] Telephone: Email:</p>	<p>Contractor Contract Liaison Officer: [.....position], currently [.....name] Telephone: Email:</p>

This Official Order is placed pursuant to and subject to the terms and conditions of the Deed of Standing Offer (Head Agreement for Services) between the *[insert Customer eg Commonwealth of Australia as represented by the Department of Health]* and *[insert name of Contractor]* dated *[insert date]*.

Note to Contractor: If you wish to provide the Services to the Customer, please sign this Official Order and send it to the Customer. If the Customer wishes to accept your offer to provide the Services, it will execute the Official Order and return a copy of the executed Official Order to you. You must not supply the Services until after you have received the copy of the executed Official Order from the Customer.

Service	Detail
Service Description	[Summary description of Services required]
Cost	[\$XXX (Cost) plus \$XXX (GST) totalling \$XXX TOTAL COST (GST Inc.)]
Date services to commence on	.../.../...
Date services to be completed by	.../.../...

Invoices are to be issued to the Customer Contract Liaison Officer named above.

Internal codes for Customer Purposes Only

Internal Code	Insert code number
Cost Centre	
Charge Code	
SAP Contract #	
SAP PO#	

For fees and rates, see Item 3.

[Where a Request for Quotation process preceded this Official Order, the following items should be populated with information from the Quotation. The form of Official Order may need to be amended for other Commonwealth Entities.]

1. The Services and subcontractors

[Specify here the description of the Services, clearly detailing exactly what you require the Contractor to do and the outcomes. Include also details of any subcontractors that the Department has agreed can undertake any part of the Services.]

Specify any relevant Australian Standards, Commonwealth and industry standards and guidelines that you require the Contractor to comply with or meet, in delivering the Services.]

2. Time frame

[Specify here the times for performance of the Services and the period over which the Services are to be performed. This should align with the dates on the cover of this Official Order. If progressive delivery is required, a timetable should be included here. You may also describe timeframes by reference to outcomes or milestones.]

3. Fees, allowances and costs

[Insert here the fees payable for the performance of the Services calculated in accordance with Schedule 4 of the Deed (including any hourly or daily rates payable) and, if applicable, any allowances or costs associated with the performance of the Services calculated in accordance with Schedule 4 of the Deed.]

You need to stipulate here whether the Customer will pay fees by instalments and if so, the deliverables to which payments will relate or the instalment intervals.

Detail any special requirements for the submission of invoices by the Contractor.

For example:

The total fee for the Services is \$[insert] payable by the following instalments:

- \$[insert] following delivery of an interim report (as described in Item 8 [Contract Material]); and
- \$[insert] following delivery of a final report (as described in Item 8 [Contract Material]).

The due date for payment is 30 days after delivery of a correctly rendered invoice to the Customer.]

Deed of Standing Offer

4. Specified Personnel

[You need to specify here the names of Specified Personnel who you have agreed are to undertake the work.]

OR

If there are no Specified Personnel you need to insert the following words:

None specified.]

5. Customer Material to be provided by Customer

[Insert here the details of any Customer Material to be provided to the Contractor by the Customer and any special requirements relating to the use, storage and retention by the Contractor of that Customer Material.]

OR

If there is no Customer Material you need to insert the following words:

No Customer Material required to be provided.

(Seek assistance from LSB if you are unsure how to complete this item.)

6. Existing Material

[You need to stipulate here any Existing Material that the Contractor will utilise in development of the Contract Material and to which the Customer will get a licence to use in conjunction with the Contract Material. You will need to discuss this with the Contractor as it is the Contractor's (or a third party's) Existing Material that needs to be listed here.]

OR

If there is no Existing Material you need to insert the following words:

There is no Existing Material to be used in the development of the Contract Material.

(Seek assistance from LSB if you are unsure how to complete this item.)

7. Contract Material

[Specify here the Contract Material that you expect the Contractor to produce including the reporting requirements. As well as listing the Contract Material in detail, you need to also specify the format required by the Customer.]

The following words must be included if any Contract Material will be put on the intranet or internet.

The Contractor must ensure that any Contract Material which is to be placed on a Departmental website or the intranet complies with the:

Level AA accessibility requirements in the Web Content Accessibility Guidelines 2.0 (available at [Web Content Accessibility Guidelines](#)); and

World Wide Web Access: Disability Discrimination Act Advisory Notes, version 4.0 (2010), released by the Australian Human Rights Commission (available at [Human Rights Commission website](#)).

You also need to insert here any additional requirements or directions relating to the handling and retention of Contract Material.

(Seek assistance from LSB if you are unsure how to complete this item.)

Deed of Standing Offer

8. Confidential Information

[Insert here any additional requirements or directions relating to the handling and retention of the Customer's Confidential Information. If the Contractor has requested any information be treated as confidential, this should be included in item 12 below.]

9. Customer facilities and assistance

[Insert here any facilities and/or assistance that the Customer has agreed to provide to the Contractor.]

OR

If there is none required you need to insert the following words:

No Customer facilities or assistance is required.]

10. Invoice procedures

[Unless alternative invoice procedures have been agreed, include the following words:

The Contractor must forward correctly addressed invoices that are in the form of a tax invoice and include the following:

- the title of the Services or other identification of this Contract;
- the name of the Customer Contract Liaison Officer;
- the fees, allowances and costs due; and
- a written statement signed by the Contractor, or where the Contractor is a body corporate, by a representative of the Contractor authorised to sign on behalf of the body corporate, verifying that no wages are due and owing by the Contractor in respect of the performance of the Services at the time the claim for payment is made.

11. Other Terms and Conditions (optional – delete paragraph if not applicable)

[You need to specify here any other terms and conditions. An example of when this paragraph could be used is, if the Contractor has identified a conflict of interest prior to undertaking the Services and the Customer wants the Contractor to undertake certain steps during the course of the Contract to resolve or otherwise deal with that conflict. This provision could be used by the Customer to stipulate those steps or to set out how the Customer wants the conflict to be dealt with under the Conflict of Interest clause (clause 15 of Schedule 1). (You must seek assistance from LSB before including any additional terms and conditions.)]

Deed of Standing Offer

This Contract/Official Order is **SIGNED** as a Contract.

SIGNED for and on behalf of the [insert either "**COMMONWEALTH OF AUSTRALIA**" as represented by the [insert name of Non-Corporate Commonwealth Entity]" OR "[**NAME OF CORPORATE COMMONWEALTH ENTITY**]" ABN [insert] 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 Contractor**], ABN [**insert Contractor's ABN**], in accordance with subsection 127(1) of the Corporations Act 2001 on: [You will need to insert the appropriate signature block according to the type of legal entity – see the Guide to the Standard Contract for Services. This signature block is only appropriate when the Contractor is a company incorporated under the Corporations Act with several directors or a director and secretary who are separate persons.]

.....
Date

by:

.....
Printed name of Director

.....
Signature of Director

and:

.....
Printed name of Director/Secretary

.....
Signature of Director/Secretary



Indigenous Procurement Policy (IPP) Checklist

The IPP includes a **mandatory set-aside** that gives Indigenous SMEs the chance to demonstrate value for money first, **before** the procuring officer makes a general approach to the market. This mandatory set-aside applies to all Remote Procurements and all other domestic procurements where the estimated value of the procurement is **up to \$200,000** (GST inclusive), excluding procurements to which paragraph 2.6 and 10.3 of the CPRs apply, procurements through a Whole-of-Government arrangement or departmental panel arrangement that is specified as an exclusive purchasing agreement, and procurements where the purchase is made using an exemption to [Appendix A](#) of the CPRs.

Non-corporate Commonwealth entities that are required to comply with the Commonwealth Procurement Rules **must** comply with the Indigenous Procurement Policy.

Section 1 - Application of the IPP Mandatory Set-aside

Is the procurement valued over \$7.5m and the majority of the value falls within one of the highlighted industry categories [here](#)? Yes ☐ No ☒

If Yes [Contact Procurement Advisory Services](#)

Is the procurement valued \$200,000 (GST incl.) or less? Yes ☐ No ☒

Will the majority (by value) of the goods/services be delivered in a [Remote Area](#)? Yes ☐ No ☒

If you answered "NO" to all of the questions above the IPP mandatory set-aside does not apply. Do not complete the remainder of this checklist.

If you answered "YES" to any of the questions above the IPP mandatory set-aside **may** apply – complete [Section 2](#).

Section 2- Exemptions to the IPP Mandatory Set-aside

The procurement meets Commonwealth Procurement Rules (CPRs) condition/exemption:

[2.6](#): "necessary for the maintenance or restoration of international peace and security, to protect human health, for the protection of essential security interests, or to protect national treasures of artistic, historic or archaeological value". Yes ☐ No ☐

[10.3 \(Conditions for limited tender\)](#) Yes ☐ No ☐

If yes, enter the condition number (e.g.: 10.3.d.iii): 10.3.x

[Appendix A – Exemptions from Division 2](#) Yes ☐ No ☐

If yes, enter Appendix A Exemption number that applies:

The procurement will be undertaken using a [mandatory WoAG arrangement](#)? Yes ☐ No ☐

If you answered "YES" to any of the questions in section 2 the IPP mandatory set-aside does not apply to the procurement.

If you answered "NO" to all of the questions in section 2 the IPP mandatory set-aside applies and you **must** search [Indigenous Business Direct](#) for a potential supplier and determine if they have the capacity to meet your requirement from a value for money perspective before approaching non-indigenous suppliers. The results of your search must be recorded in the Procurement Plan.



Procurement Risk Profile

This template must be used to determine the risk profile of your procurement in the **planning, and sourcing stage**.

Why assess procurement risk?

Procurement effort should be proportionate to the risk profile of the procurement. As the risk increases, the procurement process and documentation demands greater rigor and level of detail.

More information including examples of procurement risk can be accessed via [Risk in Procurement](#).

Risk Factor Ratings

The overall risk profile is the rating with the highest number. In case of a tie, select the highest rating.

This risk profile is completed by: **s22** - Home Support and Assessment Branch

➤ PLANNING

Step 1: Identify risks in the planning stage (preparing to approach the market for a quotation)

Source of Risk	Risk Rating (Low/Medium / High)	Is the risk acceptable? (for medium and high risk only)
Requirements <ul style="list-style-type: none">• Potential for the goods/services requirements not being identified accurately or sufficiently• Potential for inadequate information provided to potential suppliers• Potentially difficult to find replacement goods/services	s47E(d)	
Policy and Probity <ul style="list-style-type: none">• Potential for change in Government policies• Potential for probity issues• Failure to meet Procurement Connected Policies (including Child Safety, Modern Slavery, Workplace Gender Equality, Indigenous Procurement Policy etc.)• Misuse of resources		
Market research <ul style="list-style-type: none">• Failure to identify appropriate potential suppliers		
Timeframes <ul style="list-style-type: none">• Potential for impractical timeframes		
Cost <ul style="list-style-type: none">• Potential for increase in procurement costs		
Unintended consequences <ul style="list-style-type: none">• Potential to inflate prices charged by Agent/s for CHSP Goods Equipment and Assistive Technology (GEAT)• Potential to increase competition for supply of Assistive Technology Markets for other national/state programs e.g NDIS, state-based health schemes		
OVERALL RISK RATING:		

➤ SOURCING

Step 1: Identify risks in the sourcing stage (release of RFQ, evaluation/negotiation, contract and commitment approval)

Source of Risk	Risk Rating (Low/Medium/ High)	Is the risk acceptable? <i>(for medium and high risk only)</i>
Evaluation <ul style="list-style-type: none"> Potential for insufficient number of quotations/proposals Failure to follow effective evaluation processes Failure to identify risks in the quotation / proposal Potential for selecting inappropriate supplier 	s47E(d)	
Delivery <ul style="list-style-type: none"> Potential for delivery of goods/services that do not meet the requirements in the contract Potential for poor supplier performance Unauthorised increase in scope of work 		
Contract and Commitment <ul style="list-style-type: none"> Potential for insufficient funding available Failure to secure mandatory conditions of contract / supplier not willing to accept the contract terms Inadvertently creating a contract without the Delegate's prior approval Failure to have sufficiently skilled and experienced resources to effectively manage the contract. Contract does not contain the required reference to Procurement Connected Policies (including Child Safety, Modern Slavery, Workplace Gender Equality, Indigenous Procurement Policy etc.) 		
OVERALL RISK RATING:		LOW

Step 2: This step must be completed for individual medium or high risks assessed as unacceptable in Step 1 for the Planning and Sourcing stages.

The Risk <i>(What can happen?) A risk description may be written as either: Failure to..... OR..... An ineffective (XXX) leads to (XXX) resulting in (XXX).</i>	Consequence (Impact) <i>(What would be the consequence/impact on the department, division or project if it does happen?)</i>	Risk Treatment <i>(What remedies currently exist? What is being developed to reduce the chance of the risk happening or the impact if it does?)</i>
--	---	--

Planning
s47E(d)

s47E(d)

If the **overall risk profile at Planning or Sourcing stage** is **Medium or High**, the Delegate must be informed and a [Risk Register – Assessment and Treatment](#) must be completed.

NOTE: The completed Risk Profile must be attached with the Procurement Plan / Approval in Principle in SAP.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE



Australian Government

Department of Health

Tender Evaluation Plan **for** **PROVISION OF ADDITIONAL GOODS, EQUIPMENT AND ASSISTIVE TECHNOLOGY UNDER THE COMMONWEALTH HOME SUPPORT PROGRAMME**

RFT ID: Health/20-21/E20-276998

ISSUED 11 February 2021

<p>Delegate's approval of this Tender Evaluation Plan:</p> <p>Name: Nick Morgan</p> <p>Position: Assistant Secretary</p>	<p><input type="checkbox"/> Approved <input type="checkbox"/> Not approved</p> <p>(please notate any comments/conditions)</p> <p>Signature: _____</p> <p>Date / /</p>
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hook essing stick Long-handled shoehorn Long-handled reacher Adapted Shoes (velcro) Orthotic for fallen arches, over- pronation and flat feet	Wheel spinning knobs Electronic clutch Indicator extension Adapted key Walking frames Walking Sticks Walker soft touch grips Blood pressure monitor Home Monitoring system Medical management device Electronic Scales
Telephones, intercoms and call systems	
Safety and health management	

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

SCHEDULE FOR THIS TENDER

Activity	Timing
Release of RFT	Thursday 11 February 2021 (ACT Local Time)
Enquiry Cut-Off Date	Thursday 4 March 2021 (ACT Local Time)
Closing Time	2pm, Tuesday 9 March 2021 (ACT Local Time)
Negotiation with preferred Tenderer/s	March 2021
Execution of Contract with successful Tenderer	April 2021
Notification of unsuccessful Tenderers	April 2021
Commencement of Services	Upon execution of Official Order

PART 1 – INTRODUCTION**1. PURPOSE**

- 1.1 The purpose of this Tender Evaluation Plan is to minimise risks to the Commonwealth arising from the Tender Evaluation Process and to ensure that the RFT process is conducted fairly, transparently and in accordance with the RFT and the *Commonwealth Procurement Rules*.
- 1.2 This Tender Evaluation Plan provides direction to:
- (a) members of the Tender Evaluation Team in their evaluation and recommendation of preferred Tenderer(s);
 - (b) Advisers (if used); and
 - (c) the Delegate.
- 1.3 This Tender Evaluation Plan is an internal Departmental document and when populated, should be classified as commercial in-confidence. It should not be shown to any person other than the personnel listed under clause 3 below without the permission of the Delegate.
- 1.4 If there is an inconsistency between this Tender Evaluation Plan and the RFT, the RFT prevails.
- 1.5 Any material changes to the Tender Evaluation Process set out in this Tender Evaluation Plan, other than changes to the Tender Evaluation Team personnel, must be approved in writing by the Delegate, including:
- (a) Tender Evaluation Process governance arrangements;
 - (b) the process for selecting any preferred Tenderers;
 - (c) the process for excluding any unsuccessful Tenderers; and

- (d) any material changes to the Tender Evaluation Process, as determined by the Chair in consultation with the Probity Adviser.

1.6 The Chair must seek the advice of the Probity Adviser prior to any changes to this Tender Evaluation Plan.

2. BASIC PRINCIPLES

- 2.1 In conducting the evaluation of Tenders received, the Tender Evaluation Team **must** assess Tenders received strictly against the approved Evaluation Criteria set out in the published RFT and strictly in accordance with the methodology set out in this approved Tender Evaluation Plan.
- 2.2 The Evaluation Criteria approved in this Tender Evaluation Plan must be consistent with the published RFT documentation and in any evaluation assessment forms or tools.
- 2.3 The success of the Tender Evaluation Process will depend on the protection of the process from improper influence by internal or external sources, and on fair dealing during the Tender Evaluation Process. These matters and all related matters are dealt with in this Tender Evaluation Plan and in the Probity Plan (Attachment B) (if used).
- 2.4 A Probity Plan should generally be used where the procurement is high value (more than \$1 million) or high risk. In addition, a suitably qualified Probity Adviser may be appointed. If in doubt, the advice of the Procurement Advice Services (PAS) should be sought.
- 2.5 The PAS acts as default Probity Adviser if no separate Probity Adviser is appointed.
- 2.6 The Legal and General Council Division (LGCD) acts as default Legal Adviser if no separate Legal Adviser is appointed.
- 2.7 The Tender Evaluation Report must clearly substantiate recommendations and demonstrate how the preferred Tenderer(s) (if any) best meets the Department's requirements as specified in the RFT and are value for money.

PART 2 – THE TENDER EVALUATION TEAM**3. THE TENDER EVALUATION PERSONNEL AND THEIR ROLES**

3.1 The following persons and entities are responsible for the conduct of this Tender Evaluation Process:

Name	Position
Nick Morgan	Delegate
s22	Tender Evaluation Team Chair
s22	Contact Officer
s22	Subject Matter Expert
TBC	Tender Evaluation Team Member

The Delegate

3.2 The Delegate is responsible for the final decision as to which Tenderer or Tenderers should be awarded a Contract or Contracts. The Delegate is also responsible for the following decisions:

- a) appointing the Chair;
- b) appointing and approving changes to Members of the Tender Evaluation Team;
- c) the exclusion of a Tenderer from the Tender Evaluation Process, including by deciding:
 - (i) whether a Tender is late;
 - (ii) whether a Tender does not conform to the Minimum Content and Format Requirements or has not satisfied a Condition for Participation;
 - (iii) whether a Tender has not satisfied an Essential Requirement; and
 - (iv) the shortlisting of Tenderers;
- d) whether to terminate the RFT process;
- e) adopting or not adopting the recommendations of the Tender Evaluation Team, including taking into consideration any minority report or recommendation of the Tender Evaluation Team; and
- f) considering and deciding any other significant issues when the Chair seeks the Delegate's input.

3.3 The Delegate will also resolve issues in relation to conflict of interest as required, which may be raised by any Member of the Tender Evaluation Team or the Probity Adviser. Should a conflict of interest issue arise in relation to the Delegate, this will be resolved by the Delegate's supervisor with advice from the Probity Adviser and/or Legal Adviser.

3.4 The Delegate may appoint a negotiator or negotiators to negotiate the Contract with the preferred Tenderer.

The Chair

- 3.5 The Chair is responsible for managing the Tender Evaluation Process and for ensuring that the process undertaken complies with Commonwealth policies, this Tender Evaluation Plan and the RFT.
- 3.6 The Chair must ensure all persons involved in the evaluation of Tenders have signed Conflict of Interest and Confidentiality Statements in the form of Attachment C and that those persons maintain, on an ongoing basis, the currency of the statements made in those documents.
- 3.7 The Chair must ensure that procedures for the opening, registration, distribution to the Tender Evaluation Team and safekeeping of Tenders are carried out in accordance with clause 5.
- 3.8 The Chair must organise the recording of all aspects of the Tender Evaluation Process on a commercial-in-confidence registry file and according to Departmental record-keeping policies and procedures.
- 3.9 The Chair is responsible for:
- a) coordinating and conducting Team meetings and for liaising with the Delegate;
 - b) obtaining from the Delegate decisions in relation to the exclusion of Tenderers and the shortlisting of Tenderers;
 - c) coordinating the use of Advisers as and when needed;
 - d) nominating Members to contact referees (if Tenderer's referees are required);
 - e) approving clarification questions to Tenderers;
 - f) ensuring that the scope of the Evaluation Criteria in this approved Tender/Quotation Evaluation Plan has been provided to the market in the published Tender/Quotation documentation and is replicated in any evaluation assessment forms or tools; and
 - g) ensuring that submissions received are evaluated strictly in accordance with this approved Tender/Quotation Evaluation Plan, using the approved Evaluation Criteria.
- 3.10 The Chair and Tender Evaluation Team are responsible for preparing the Tender Evaluation Report, including the making of recommendations, and submitting it to the Delegate.

Contact Officer

- 3.11 The RFT nominates a Contact Officer for RFT enquiries. This officer should not be the Chair to ensure that there is clear separation between day-to-day contact with Tenderers and potential Tenderers and the management of the Tender Evaluation Process.
- 3.12 All enquiries, whether from the Department to a Tenderer or from a Tenderer to the Department, must be communicated by or to the Contact Officer.
- 3.13 The Contact Officer must consult with the Chair in connection with any proposed or actual communications with or from Tenderers.

The Tender Evaluation Team

- 3.14 The Tender Evaluation Team is responsible for assessing the Tenders received against the Evaluation Criteria in this approved Tender Evaluation Plan (which **must** be consistent with the published Request for Tender/Quotation criteria) and for making a recommendation or recommendations to the Delegate.

- 3.15 Team meetings will be conducted in a secure office environment or, if necessary, by teleconferencing.
- 3.16 All Members of the Tender Evaluation Team must read this approved Tender Evaluation Plan and the entire RFT, including the Draft Contract. The RFT has been attached at Attachment A. Members cannot be in a position to evaluate Tenders without full knowledge of what is being sought by the Commonwealth and terms and conditions on which the procurement is to occur.
- 3.17 Each Member is also responsible for:
- a) seeking advice from Advisers, through the Chair, as required;
 - b) identifying where clarification is required from Tenderers and, through the Chair, seeking advice from the Legal Adviser and Probity Adviser on submitting clarifying questions to Tenderers; and
 - c) immediately notifying the Chair of any conflict of interest issues as and when they arise.
- 3.18 The Tender Evaluation Team and the Chair are responsible for preparing the Tender Evaluation Report, including the making of recommendations, and submitting it to the Delegate.

Advisers

- 3.19 Advisers have no role in recommending or deciding the outcome of the Tender Evaluation Process. They are available for consultation and assistance in their areas of expertise.
- 3.20 Decisions about when an Adviser is to be used must be made by the Chair.

Probity Adviser

- 3.21 The role of the Probity Adviser in the Tender Evaluation Process is to advise the Chair and if necessary, the Delegate on the probity aspects of the Tender Evaluation Process and compliance with the processes set out in the Probity Plan (if any).
- 3.22 Where an external Probity Adviser is appointed, the appointment should be made prior to the release of the RFT and the scope of work should include the following:
- a) providing comment on the RFT and this Tender Evaluation Plan;
 - b) attending meetings as requested by the Chair;
 - c) providing ongoing advice on procedural and probity issues arising during the RFT process;
 - d) providing comments on the Tender Evaluation Report or other reports;
 - e) providing independent "sign off" that the Tender Evaluation Process has been performed in accordance with probity requirements, this Tender Evaluation Plan and the RFT; and
 - f) liaison as necessary with the Legal Adviser.
- 3.23 If a Tender Evaluation Team Member has any concerns in relation to the conduct of the Tender Evaluation Process he or she should contact the Probity Adviser. These concerns may include possible conflicts of interest, incorrect disclosure of confidential information or Tender Evaluation Process irregularities.
- 3.24 If a Probity Plan is not used, "sign off" from the external Probity Adviser (if any) should be specifically sought prior to approaching the market and before a recommendation is put to the Delegate following the Tender Evaluation Process.

PART 3 - PROBITY PROTOCOLS

4. PROBITY PROTOCOLS

Confidentiality

- 4.1 All personnel involved in the RFT process are under a duty of confidentiality in respect of the information provided by Tenderers and information about the Tender Evaluation Process. This duty means that it is not permissible to communicate information outside the Tender Evaluation Team, in particular to other Commonwealth officers who are not involved in this procurement, except with the permission of the Chair.
- 4.2 A person may not have access to any Confidential Information (inclusive of Tenders, proposals and evaluation material) unless authorised by the Chair.
- 4.3 The Chair must ensure that the Tender Evaluation Team only have access to information to the extent necessary to enable the efficient conduct of the Tender (i.e. on a "need to know" basis). The Chair will also consider what information is required by Advisers in order for them to provide advice when requested.
- 4.4 Documents (both hardcopy and electronic format) comprising the Tenders may only be copied or reproduced with the prior approval of the Chair.

Conflicts of Interest

- 4.5 It is essential that Members of the Tender Evaluation Team be free from any real, potential or perceived conflict of interest. Members of the Tender Evaluation Team will be required to:
- prior to the commencement of the Tender Evaluation Process - sign the Conflict of Interest Disclosure and Confidentiality Statements (Attachment C); and
 - on an ongoing basis and as requested by the Chair - notify the Chair of any circumstance, including any prior or proposed association with prospective Tenderers, which could possibly be construed as representing a conflict of interest.
- 4.6 A conflict of interest will exist if:
- through any dealings or relationship with a Tenderer or any related body, a member of the Tender Evaluation Team or his or her family might gain a benefit or advantage from the outcome of the Tender Evaluation Process; or
 - there is any other reason why a Member of the Tender Evaluation Team might not deal with a Tender or a Tenderer in an objective manner.
- 4.7 A perceived conflict of interest may exist where the person is in a position to appear conflicted as set out above.
- 4.8 A potential conflict of interest may exist where the person may or is likely to become subject to a conflict of interest in the future.
- 4.9 The Delegate may deal with a conflict of interest as the Delegate sees fit, and may remove a Member from the Tender Evaluation Team. An affected Member must immediately comply with any such direction of the Delegate and take any associated action, such as for the return of working papers, as requested.

Communication with Tenderers

- 4.10 The attention of personnel involved in a Tender Evaluation Process is drawn to a warning in the RFT:

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 the RFT process

Note : All communications to and from the contact officer must be in writing and a record must be kept of that communication and the answer/information provided.

- 4.11 Any person other than the Contact Officer who is contacted by a Tenderer must report such contact immediately to the Chair. The Chair will consult with the Probity Adviser and/or Legal Adviser and make a recommendation to the Delegate as to what action is to be taken.
- 4.12 The Contact Officer is responsible for the coordination of all communications with Tenderers from RFT release through to completion of the RFT process.
- 4.13 The Department may, through the Contact Officer, 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 the RFT, 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.

Business as Usual

- 4.14 The Department recognises that an incumbent service provider may have a potential advantage over other potential Tenderers in terms of their understanding of the environment in which the Department operates. There is also a higher risk of an incumbent service provider obtaining Confidential Information relating to the Tender Evaluation Process, because of their day to day interaction with the Department.
- 4.15 Accordingly, it is essential in order to maintain the probity of the Tender Evaluation Process that as far as practical the Department treats an incumbent service provider in the same way that it treats other potential Tenderers and ensures an equitable access to information that may be relevant to the outcome of the Tender Evaluation Process.
- 4.16 The Department also recognises that business as usual functions will need to continue, and Tender Evaluation Team will need to continue to work with an incumbent service provider for the purpose of ongoing contract management.
- 4.17 However, as part of “business as usual”, Tender Evaluation Team Members and other stakeholders should not enter into discussions with an incumbent service provider in respect of the Tender. If questioned directly about the Tender, the Tender Evaluation Team Member should advise the person that the matter cannot be discussed and report the contact to the Chair.
- 4.18 Tender Evaluation Team Members and Advisers should ensure that:
- a) that material relating to the procurement is stored securely and separately from their business as usual material; and
 - b) they do not conduct work in relation to the procurement in a location that the incumbent service provider's personnel are able to view related material (e.g. a shared working environment).

4.19 The Chair must ensure that any material that will be released to potential Tenderers does not contain information that constitutes the incumbent service providers proprietary or Confidential Information.

4.20 Except where approved by the Probity Advisor after consultation with the Chair or as part of attendance at negotiations, any members of the Department who are on the Tender Evaluation Team will not interact with the incumbent service provider during the period from the Closing Time until the execution of the Contract.

Documentation

4.21 There must be a clear audit trail of the Tender Evaluation Process to ensure:

- a) the Tender Evaluation Team have acted consistently and logically and in accordance with the RFT and this Tender Evaluation Plan; and
- b) the basis for the recommendations in the Tender Evaluation Report can be substantiated.

4.22 All conclusions and decisions are to be recorded, including the process and deliberations on which they are based. All judgments on technical and other matters are to be supported, so far as possible, by documentary evidence.

4.23 All records are to be retained by the Department in accordance with the *Archives Act 1983* and the Department's record management policies.

Security

4.24 All electronic and hard copies of Tenders, and any documents related to the Tender Evaluation Process must be managed and protected.

4.25 Where the Department's systems permit, Tender information must only be made available to the Tender Evaluation Team via secure electronic directories with permissions appropriate to the Tender Evaluation Team Members' role.

4.26 Any meetings or discussions by the Tender Evaluation Team should take place either in person or over private conference calls (or video calls) where each Member or Adviser takes part from a private room at their location.

4.27 The Tender Evaluation Team must ensure that documents and portable data store facilities (such as CD/DVD or memory sticks) in their possession or control containing Tender information are:

- a) kept in locked offices and/or locked filing cabinets when not in use;
- b) not left unattended for any period of time;
- c) not displayed at times or in places where they could be read by unauthorised persons; and
- d) not made available to a person who is unauthorised.

4.28 Tender information which is no longer required is to be considered classified waste and are to be disposed of according to the Department's disposal policies.

PART 4 – EVALUATION OF TENDERS

5. TENDER OPENING, REGISTRATION AND SAFEKEEPING

- 5.1 All Tenders are to be lodged electronically through AusTender in accordance with the RFT and no later than the Closing Time specified in the RFT.
- 5.2 Details of the operation of AusTender are included in the RFT.
- 5.3 After the Closing Time specified in the RFT:
 - a) Tenders will be downloaded from AusTender by PAS to a separate folder or directory and the Chair notified of their availability;
 - b) following completion of the download, the Contact Officer should ensure that all Tenders have downloaded successfully and that they are readable and are not corrupted; and
 - c) all downloaded Tenders must be kept in a secure place consistent with their status as commercial-in-confidence material.

6. STAGE 1 – SCREENING

- 6.1 The Project team will initially review all Tenders to determine:
 - a) whether each Tender satisfies the Conditions for Participation (if any) and Minimum Content and Format Requirements of the RFT;
 - b) whether the Tenderer has executed the Tenderer Declaration (Schedule 2 of the RFT); and
 - c) whether the Tender discloses a conflict of interest.
- 6.2 Subject to clarifying any unintentional errors of form, Tenders that are not compliant with a Condition for Participation or Minimum Content and Format Requirement must be excluded from the evaluation and a recommendation to the Delegate to this effect must be made by the Chair.
- 6.3 Any decision to exclude a Tender based on non-compliance with the Conditions for Participation or Minimum Content and Format Requirements must be documented in the Tender Evaluation Report.
- 6.4 Tenderers that appear to have significant conflicts of interest that may impact on the evaluation of that Tender will be referred to the Probity Adviser (and Legal Adviser if necessary) for advice in relation to issues and risks relevant to the Tender Evaluation Process. Any findings and a recommendation will be forwarded by the Chair to the Delegate for final decision.
- 6.5 Tenderers excluded at this Stage 1 must be notified at the earliest opportunity of their exclusion and the reasons for their exclusion.
- 6.6 At this stage, the pricing schedule of the Tenders that continue to evaluation must be removed from the Tender and not provided to the Tender Evaluation Team until Stage 3.

7. GENERAL PRINCIPLES APPLICABLE TO STAGES 2 TO 6 OF THE EVALUATION PROCESS

Assessment against Evaluation Criteria

- 7.1 The Tender Evaluation Team will consider all relevant information for each Evaluation Criterion provided in each Tender. The Tender Evaluation Team may use material tendered in response to one Evaluation Criterion in the evaluation of other Evaluation Criteria in accordance with the RFT. Tenders must be evaluated strictly in accordance with this approved Tender Evaluation Plan, using the approved Evaluation Criteria.

Exclusion of Tenders

- 7.2 The Tender Evaluation Team may, but is not required to, at any time, request that the Chair recommend to the Delegate the exclusion of a Tenderer if the Tender Evaluation Team considers that their Tender is incomplete, clearly not competitive or is not fully capable of undertaking the Contract. Prior to recommending the exclusion of a Tenderer from consideration, the Tender Evaluation Team must seek advice from the Probity Adviser (and Legal Adviser, if necessary).
- 7.3 Tenderers which have been excluded should be notified at the earliest opportunity of their exclusion and the reasons for the exclusion.

Clarification questions

- 7.4 The procedure for clarifying questions raised by the Tender Evaluation Team is as follows:
- the clarifying question is raised by a Tender Evaluation Team Member and should, if necessary, be referred to the Probity Adviser (and Legal Adviser if necessary) for advice before the Chair considers it for sending, through the Contact Officer, to the Tenderer;
 - when clarification is sought from a Tenderer, it must be made clear to the Tenderer that the request for clarification is not an opportunity to revisit or revise their Tender or to enter into negotiations;
 - the Tenderer's response to the question is reviewed by the Probity Adviser (and Legal Adviser, if necessary) then discussed with the Chair;
 - the Tenderer's response is recorded against the clarifying question and assessed by the Tender Evaluation Team.

Site visits and presentations

- 7.5 The conditions under which any Tenderer presentations or site visits will be conducted are:
- Tenderers may be required to limit their presentations to a time limit and format prescribed by the Tender Evaluation Team;
 - Tenderers must provide copies of all presentation aids before the presentation;
 - Tenderers may be required to answer questions of clarification immediately following the presentation or site visit;
 - Tenderers are not permitted to use the presentation or site visit to provide new substantive information and/or documentation that would materially advantage their Tender; and
 - if a Tenderer cannot provide an answer to the Tender Evaluation Team at the time of giving their presentation or conducting a site visit, the Tenderer will be required to provide written answers within the time notified in the request.

Referees

- 7.6 The Chair will nominate Members of the Tender Evaluation Team to make contact with referees and undertake referee checks (if necessary). The Tender Evaluation Team must determine the content and format of the referee checks.

- 7.7 The Tender Evaluation Team Members responsible for undertaking the referee checks must keep complete records of the discussions held with the referee.
- 7.8 The Tender Evaluation Team may consider it requires clarification of issues following the referee checks and if so, this should be done in consultation with the Probity Adviser.

8. STAGE 2 – EVALUATION AGAINST TECHNICAL EVALUATION CRITERIA

- 8.1 Each member of the Tender Evaluation Team will initially assess each Tender against the approved Technical Evaluation Criteria independently of the other members. Members should record their initial scores and their substantiation for each score given. An example Tender Evaluation Score Sheet is provided at Attachment E.
- Note:** The Evaluation Criteria in the Score Sheet(s) **must** be identical to the Evaluation Criteria in this approved Tender Evaluation Plan.
- 8.2 The Tender Evaluation Team will then, as a group, assess each Tender to arrive at an agreed score for each Evaluation Criterion.
- 8.3 During the Tender Evaluation Process, the Tender Evaluation Team will be guided by:
- a) the strengths and weaknesses of each Tender and how it conforms (including completeness) to the relevant Technical Evaluation Criterion; and
 - b) the degree with which the Tenderer's assertions and claims are demonstrated or supported, and the merit of any supporting information provided.
- 8.4 The information (oral and/or written) and documents provided during presentations, site visits or referee reports may be considered by the Tender Evaluation Team as supporting material for evaluation at this Stage.
- 8.5 In agreeing a score, the Tender Evaluation Team will have regard to all of the information submitted by each Tenderer and may have regard to information available from other sources, such as Departmental records or referee reports.
- 8.6 An appropriately detailed and evidence based narrative must be written in accordance with Attachment F to support each score allocated and summary narratives must be provided. The quality of these narratives and summaries is vital to the success of the evaluation and should form the basis of the Tender Evaluation Report.
- 8.7 The Tender Evaluation Team will meet to discuss scores with particular reference to any major differences in the assessment of individual Tender Evaluation Team Members and will confirm, by consensus, the scores for each Tender for each Technical Evaluation Criterion. If this is not possible, Members may record a dissenting report detailing a different score and substantiating narrative.

Essential Requirements

- 8.8 If the RFT contains an Essential Requirement and the Tender Evaluation Team assess a Tender as failing to meet the requirement, the Tenderer must be excluded and a recommendation to the Delegate to this effect must be made by the Chair.

Moderation Process

- 8.9 The Tender Evaluation Team will then compare each Tender against the other Tenders to reduce the likelihood of any relative imbalance between initial agreed Tender Evaluation Team scores. In

particular they will consider whether the scores awarded for each Evaluation Criterion should be higher, lower or the same as for other Tenders having regard to their relative merit.

- 8.10 If a Tenderer's score is adjusted during the moderation process, detailed reasons for that adjustment should be recorded in the Tender Evaluation Report.

9. STAGE 3 – EVALUATION OF PRICING

- 9.1 If used, the Financial Adviser should prepare a report on each Tenderer's pricing to assist the Tender Evaluation Team undertake the evaluation of pricing set out below.
- 9.2 In undertaking an evaluation of price, the Tender Evaluation Team should satisfy itself that the prices offered are reasonable. Tenderers have agreed to provide access to such information in order for the Department to determine whether the price is reasonable.
- 9.3 The assessment of price will be undertaken by the Tender Evaluation Team to:
- compare the prices submitted by each Tenderer on a consistent basis (this includes separating the different types of services or supplies and only comparing the prices within the group); and
 - determine the cost to the Department of each Tender over the term of the proposed Contract (including options).
- 9.4 In the Tender Evaluation Process, the Tender Evaluation Team may, at its absolute discretion, consider and, if necessary adjust prices in order to establish a common basis for the comparison of Tenders. Such adjustments may include, but are not limited to:
- consideration of normalised and discounted cash flow;
 - cost of administration of the proposed Contract;
 - any assumptions or other caveats attaching to the price;
 - implementation and transition-out costs; and
 - other costs, if any, or financial impacts on the Department that may arise from selecting a particular Tenderer.
- 9.5 Discounted cash flow may be used to estimate the net present value of amounts in future years of the proposed Contract, with all assumptions on costs, interest rates and related factors to be determined solely at the discretion of the Tender Evaluation Team.
- 9.6 Each Tenderer from the public sector (if any) must demonstrate in its price that the requirements of competitive neutrality have been met, including payment of relevant taxes and charges, rates of return and costs of funds.

[Clause 9.6 only applies if public sector organisations submit a Tender. See Schedule 5, clause 1.7 of the RFT and the [Department of Finance internet site](#) for further information].

10. STAGE 4 – EVALUATION OF ECONOMIC BENEFIT OF THE PROCUREMENT TO THE AUSTRALIAN ECONOMY (IF APPLICABLE)

- 10.1 Paragraph 4.7 of the CPRs requires the Tender Evaluation Team to consider the economic benefit of the procurement to the Australian economy as part of their value for money assessment, for procurements above **\$4 million** for non-construction goods and services and above **\$7.5 million** for construction services. This assessment will require gathering appropriate information as part of the decision making process (see Schedule 3 of the RFT).

10.2 Paragraph 4.7 also apply to the process to establish a panel arrangement when the total value of orders under the arrangement is collectively estimated to be above the relevant thresholds referred above.

10.3 Paragraph 4.7 of the CPRs operates within the context of Australia's trade agreements. These agreements require officials to treat all potential suppliers equitably and not to be discriminated against due to their size, degree of foreign affiliation or ownership, location, or the origin of their goods or services.

10.4 Evaluation of the economic benefit to the Australian economy should be balanced with the efficient use of Australian government funds. For example, advantages of the production of a good or services in Australia may be outweighed by the cost of a similar good or services produced overseas.

What is included in economic benefit?

10.5 In general terms, benefits to the Australian economy result when the procurement:

- a) makes better use of Australian resources that would otherwise be under-utilised (e.g. employing persons who would be otherwise under- or unemployed, utilising spare industrial capacity, or freeing government funds for other spending); or
- b) otherwise increases productivity (e.g. adopting new know-how or innovation, or more people acquiring in-demand skills, or allowing resources to be allocated to sectors in which Australia has a comparative advantage).

10.6 An increase in productivity-enhancing technology development and adoption is also relevant to economic benefit, in matters such as:

- a) research and development related activities and investments (including those undertaken with universities);
- b) transfer of technology to Australian businesses;
- c) Indigenous workforce participation;
- d) use of goods and services from a business that provides services of persons with a disability;
- e) traineeships or apprenticeships in areas of skills shortage; or
- f) a positive effect on a supplier's international competitiveness (e.g. through greater efficiency or product innovation).

10.7 For consistency and efficiency, only direct effects to the Australian economy should be assessed. For example, officials may consider the economic benefit of employing unemployed people, but not second round effects of those employees buying additional goods and services because they are employed.

How can a supplier provide an economic benefit?

10.8 There are many ways that a supplier can provide an economic benefit to the Australian economy. Some examples include, but are not limited to:

- a) competitive pricing;
- b) building, leasing or procuring infrastructure that supports Australian communities;
- c) providing skills and training that benefit Australian communities;
- d) employing workers in Australia;

- e) paying taxes in Australia;
- f) the environmental benefit of the proposed solution to Australia, for example, low environmental impact through energy efficient inputs;
- g) contributing to positive social outcomes in Australian communities;
- h) using indigenous businesses;
- i) using SMEs in delivering goods and services, such as a subcontractor or a supplier;
- j) sharing knowledge, skills and technology with SMEs; and
- k) using goods and services from a business that provides services of persons with a disability.

11. STAGE 5 – EVALUATION OF RISK

- 11.1 The Tender Evaluation Team's assessment of overall risk in respect of each Tender must take into account the risks posed by the Tenderer's Statement of Non-Compliance with the Draft Contract (at Schedule 4 of the RFT) and should, without limitation, take into account:
- a) the Tenderer's information provided in response to Schedule 3 of the RFT;
 - b) compliance with Statement of Requirement (as evidenced by its response to Schedule 1);
 - c) the financial viability of the Tenderer;
 - d) risks identified as a result of the assessment of the Tender against the other Evaluation Criteria;
 - e) risks identified from sources other than the Tenderer;
 - f) compliance with regulations and regulatory frameworks; and
 - g) other risks identified during the evaluation of each Tender that have not been considered as part of another Evaluation Criterion.
- 11.2 The Tender Evaluation Team should assign and document an overall risk level to each Tenderer following Stage 5.

12. STAGE 6 – ASSESSMENT OF BEST OVERALL VALUE FOR MONEY

- 12.1 The Tender Evaluation Team will determine which of the Tenders (if any) is likely to be able to provide the services to the Department at the best overall value for money. The Department will not necessarily accept the Tender with the lowest price, or any Tender.
- 12.2 The final agreed scores from the Technical Evaluation Criteria, together with a consideration of the price, economic benefit to the Australian economy and risk Evaluation Criteria, will be used to determine best overall value for money.
- 12.3 Upon agreement of the Tender Evaluation Team as a whole as to the overall evaluation, a final Tender Evaluation Report will be prepared and submitted with appropriate recommendations to the Delegate for decision.

13. TENDER EVALUATION REPORT

13.1 The Tender Evaluation Team must prepare the Tender Evaluation Report in the form of Attachment D to be provided to the Delegate. Prior to being provided to the Delegate, the draft Tender Evaluation Report may be provided to the Probity Adviser and Legal Adviser for consideration and comment.

13.2 Where a Member or Members of the Tender Evaluation Team do not agree with any aspect of the Tender Evaluation Report they may submit a 'minority' report or reports on any aspect of the Tender Evaluation Process or the recommendations for consideration by the Delegate.

13.3 The Delegate may:

- a) accept the Tender Evaluation Report and its recommendations and:
 - (i) arrange for the proposed Contract to be executed (subject to a letter of compliance with the *Workplace Gender Equality Act 2012* (Cth) being provided, if applicable); or
 - (ii) nominate a negotiator to negotiate particular issues and seek to achieve particular outcomes with the preferred Tenderer(s); or
- b) request that the Tender Evaluation Team consider amendments to the Tender Evaluation Report that are designed to address deficiencies in the clarity or substantiation of recommendations in the Tender Evaluation Report; or
- c) reject the recommendations in the Tender Evaluation Report; or
- d) decide to terminate part or all of the RFT process in accordance with the RFT and the *Commonwealth Procurement Rules*.

13.4 Any decision by the Delegate to terminate the RFT process (or any part of the RFT process) must be supported by legal advice from the Legal Adviser.

13.5 The Chair will ensure that any decision and associated reasons provided by the Delegate is recorded and appropriately filed.

PART 5 – POST-EVALUATION PROCEDURES

14. NEGOTIATION WITH PREFERRED TENDERER(S)

- 14.1 In the event that negotiations are necessary with any Tenderer, the Delegate or a negotiator appointed by the Delegate (if not already appointed) will engage in negotiations with the preferred Tenderer(s). The Delegate or appointed negotiator must list the preferred outcomes to be achieved in the negotiations. Negotiations should be limited to issues approved by the Delegate and which have been identified in the Tender Evaluation Report, which may include but are not limited to:
- a) negotiation of the scope of services;
 - b) the expertise of the providers of the services;
 - c) pricing;
 - d) any non-compliance with the Draft Contract;
 - e) other contractual and risk issues.
- 14.2 Where issues are likely to include contractual and risk issues advice should be sought from the Legal Adviser.
- 14.3 Negotiations can be conducted with more than one Tenderer (parallel negotiations).
- 14.4 The negotiations phase is a sensitive and critical stage. Negotiations must be conducted by the Delegate or the person nominated by the Delegate as a negotiator, assisted by the Legal Adviser and the Probity Adviser when required. Legal and probity advice may be sought by the negotiator as appropriate during this phase. Legal and probity advice must be obtained in relation to any parallel negotiations.
- 14.5 It is not permissible to conduct a “Dutch auction”, that is, telling one Tenderer another Tenderer’s price with a view to obtaining a lower price.
- 14.6 It is not permissible to disclose one Tenderer’s innovative idea to another Tenderer with a view to persuading the latter to include the idea.
- 14.7 It is permissible to invite best and final offers.
- 14.8 The Department may determine that a negotiation protocol or plan is required. A negotiation protocol or plan will be required where parallel negotiations are to occur.
- 14.9 The negotiator must ensure that all negotiation outcomes are summarised and, at the completion of negotiations, the negotiator must prepare a negotiation report for approval by the Delegate. A draft of this negotiation report may be provided to the Probity Adviser and Legal Adviser for consideration and comment prior to it being submitted to the Delegate for approval.
- 14.10 The negotiation report must include:
- a) summaries of the negotiation process;
 - b) the outcomes of the negotiations against the outcomes approved by the Delegate;
 - c) details of any issues arising from the negotiations that may adversely impact on the value for money assessment previously approved by the Delegate;
 - d) recommendations to the Delegate regarding the selection of successful Tenderer(s), with supporting reasons; and

- e) details of any issues that need to be dealt with during implementation or as future contract management issues.

14.11 The Delegate may:

- a) approve or reject the recommendations in the negotiation report; or
- b) require further negotiation, including further negotiation with any other shortlisted Tenderer(s); or
- c) terminate the RFT process.

14.12 The Chair will ensure that any decision (and reasons) are recorded and appropriately filed. Any decision by the Delegate to terminate the RFT process and not award a Contract must be supported by legal advice from the Legal Adviser.

15. NOTIFICATION TO AND DEBRIEFING OF TENDERERS

- 15.1 Once a Contract has been executed by the successful Tenderer and the Department, the Department must notify all remaining Tenderers of the outcome of the Tender Evaluation Process.
- 15.2 All Tenderers must be offered the opportunity for a debriefing on their Tender.
- 15.3 Debriefs may be undertaken in person or via teleconference.
- 15.4 The Chair or his/her authorised representative and at least one other Member of the Tender Evaluation Team should provide the requested debrief. The Chair may consult with the Probity Adviser and the Legal Adviser before briefing unsuccessful Tenderers.
- 15.5 Specific comparisons with other individual Tenders should not usually be made, however, general overall statements of comparison, without specific reference to any other Tender may be made. Tenderers cannot be given any Confidential Information of the successful Tenderer (or any other Tenderer).

16. COMPLAINTS HANDLING

- 16.1 The Department requires all complaints to be in writing detailing all relevant issues. All complaints (including complaints made under the *Government Procurement (Judicial Review) Act 2018* (Cth)) will be handled in accordance with the Procurement Complaints Handling Policy.
- 16.2 If a complaint is received under the GPJR Act, the RFT process (including the evaluation process) may need to be suspended while a complaint is being investigated and resolved. Refer to the Procurement Complaints Handling Policy for further information.

PART 6 – GLOSSARY

Term	Definition
Advisers	means the Business Adviser (if any), Financial Adviser (if any), external Probity Adviser (if any), external Legal Adviser (if any) and any other persons or organisations who are appointed to provide advice which is related to the RFT process.
Chair	means the Chair of the Tender Evaluation Team.
CHSP	means Commonwealth Home Support Programme
Conditions for Participation	means the mandatory conditions (if any) identified in clause 11 of the RFT, and which a Tenderer must comply with in order to participate in the RFT process.
Confidential Information	means information (whether or not owned by the Commonwealth) that: <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 Contract; (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 person for all matters pertaining to this RFT process, as identified in clause 5 of the RFT.
Delegate	means the Delegate identified in clause 3.1 who carries out responsibilities identified in clause 3.2
Department	means the Department of Health.
Draft Contract	means the document attached as Schedule 6 to the RFT being the proposed <i>Deed of Standing Offer</i> to be entered into between the Department and the successful Tenderer(s).
Essential Requirements	means the mandatory conditions (if any) identified at clause 13 of the RFT, and which a Tenderer must comply.
Evaluation Criteria	means the criteria set out in clause 19 of the published RFT that will be used to evaluate the Tenders.
Member(s)	means members of the Tender Evaluation Team and includes the Chair.

Term	Definition
Minimum Content and Format Requirements	means those mandatory content and format requirements identified in clause 12 of the RFT, and which a Tenderer must comply with in order to participate in the RFT process.
RFT	means the Request for Tender for the provision of <i>Additional Goods, Equipment and Assistive Technology under the Commonwealth Home Support Programme</i> Health/20-21/E20-276998, attached as Attachment A.
Technical Evaluation Criteria	means all Evaluation Criteria except Price, Economic Benefit to the Australian Economy and Risk.
Tender	means a response submitted by a Tenderer to the RFT.
Tenderer	means an entity that submits a Tender, and includes a potential Tenderer.
Tender Evaluation Plan	this plan as approved by the Delegate.
Tender Evaluation Process	the process of evaluating Tenders commencing at the Closing Time and completing on the execution of a Contract with a preferred Tenderer or the termination of the RFT process.
Tender Evaluation Team	the persons identified in clause 3.
Tender Evaluation Report	the report prepared by the Tender Evaluation Team as required by clause 13.

ATTACHMENT A - REQUEST FOR TENDER**D20-2470719**

ATM ID: Health/20-21/E20-276998- for the provision of: Additional Goods, Equipment and Assistive Technology under the Commonwealth Home Support Programme.

**ATTACHMENT C - CONFLICT OF INTEREST DISCLOSURE AND
CONFIDENTIALITY STATEMENT – APS Employees**

1. I have been asked to disclose any interests that I may have which might preclude me from undertaking my role as a Member of the Tender Evaluation Team, the Delegate or being otherwise involved in the evaluation or negotiation of Tenders to the Request for Tender being undertaken by the Department of Health for the procurement of Health/20-21/E20-276998 for the Additional Goods, Equipment and Assistive Technology under the Commonwealth Home Support Programme (**Tender Process**).
2. To the best of my knowledge and belief, I:

have not had, do not have and am unlikely to have in the future, any relationship (whether professional, commercial or personal) with any of the tenderers or known likely tenderers, or their employees for this project or related bodies, such that:
 - (i) myself or an associate or member of my family stands to gain a benefit or advantage from the outcome of the Tender Process; or
 - (ii) I might not deal with a tender or a tenderer in an objective manner; or
 - (b) make the disclosures described below.
3. I am aware of the Department's requirement for probity in the Tender Process and if I subsequently discover that there is a relationship of a kind mentioned in paragraph 2 with any of the tenderers or known likely tenderers or their employees or related bodies, I will immediately report it to the Chair of the tender evaluation team or probity adviser.
4. I will also immediately report to the Chair of the tender evaluation team or probity adviser any contact that I have with any tenderer or known likely tenderers, or their employees or related bodies, which is not officially authorised, including any approach made to me in the way of a direct or implied offer of future employment or other benefit.
5. I will treat as confidential all tender evaluation and negotiation information in accordance with the request for tender documentation and keep secure all associated documentation to which I have access in accordance with the applicable probity plan. I will not disclose this information without the prior written authority of the Chair of the tender evaluation team.
6. I will immediately disclose any conflict that arises or breach that occurs subsequent to signing this declaration to the Chair of the tender evaluation team. In the event that the person making the disclosure is the Chair of the tender evaluation team or the delegate, the disclosure will be made to the probity adviser.

Signed: _____

Dated: _____

Witnessed: _____

Set out below or attach any other disclosure by the signatory, as required:

**CONFLICT OF INTEREST DISCLOSURE AND CONFIDENTIALITY
STATEMENTS – NON-APS EMPLOYEES**

THIS DEED POLL is made on _____ 2018 _____

BY:

_____ of _____

PRINT FULL NAME

PRINT RESIDENTIAL ADDRESS

(Confidant)

IN FAVOUR OF:

Commonwealth of Australia represented by the Department of Health (Commonwealth).

RE: Additional Goods, Equipment and Assistive Technology under the Commonwealth Home Support Programme RFT**BACKGROUND**

A. The Commonwealth either:

- (1) will engage or has engaged:
 - (a) the Confidant; or
 - (b) the Confidant's employer, principal, or the Confidant's contractor (as relevant),
 to undertake work in relation to the approach to market; or
- (2) will invite, or has invited, the Confidant to attend meetings convened by the Commonwealth or to otherwise participate in the approach to market,

which may require the Confidant to obtain, access or develop certain documents, material, data or other information about the Commonwealth, other commercial providers, and/or about policies, processes or methodologies employed by the Commonwealth and/or about natural persons.

B. The information to be provided by the Commonwealth or to be made available to the Confidant will include commercially confidential or Personal Information belonging to, or in the possession of, the Commonwealth.

C. The Confidant agrees that it is necessary to take all reasonable steps (including the execution of this Deed) to ensure that the confidential information and any Personal Information is kept confidential.

IT IS AGREED AS FOLLOWS:**1. Background**

The Confidant acknowledges the truth and accuracy of the Background in every particular.

2. Interpretation

2.1 The following definitions apply in this Deed unless the context otherwise requires.

“Confidential Information” means the kind of information about the approach to market that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Commonwealth which are by their nature confidential;
- (2) is notified (whether in writing or not) by the Commonwealth to the Confidant as confidential;
- (3) the Confidant knows or ought to know is confidential; or
- (4) is Personal Information;
- (5) is information that forms part of a person's bid or proposal as part of an approach to market, or relates to the assessment or outcome of such process;

but does not include information which:

- (6) is or becomes public knowledge other than by breach of this Deed;
- (7) has been independently developed or acquired by the Confidant; or
- (8) has been notified in writing by the Commonwealth to the Confidant as being not confidential.

"Deed" means this deed poll.

"Commonwealth" means the Commonwealth of Australia represented by the Department of Health.

"Personal Information" has the meaning given in the *Privacy Act 1988* (Cth).

2.2 In this Deed, unless the context otherwise requires:

- (1) words in the singular number include the plural and vice versa; and references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (2) clause headings are for convenient reference only and have no effect on the interpretation of the provisions to which they refer; and
- (3) a reference to a "person" includes a body corporate.

3. Non-disclosure of confidential information

3.1 The Confidant must not, at any time during or after undertaking activities associated with the approach to market, without the prior written consent of the Commonwealth, nor at any time after the expiration of this Deed, disclose the Confidential Information to any person nor remove the Confidential Information from the possession or premises of the Commonwealth.

3.2 The Commonwealth may grant or withhold its consent for purposes of **clause 3.1** in its absolute and unfettered discretion. If the Commonwealth grants its consent, it may impose conditions on that consent and the Confidant must comply with those conditions.

3.3 The Confidant will maintain strict confidentiality regarding the Confidential Information and will divert all attempted unauthorised communications to the Commonwealth representative named in **clause 15.2(1)**, where "unauthorised communications" mean communications entered into with the Confidant by a person who is not a Commonwealth employee and who is not directly engaged by the Commonwealth for the purpose of undertaking work in relation to the approach to market.

3.4 The obligations of the Confidant under this Deed will not be taken to have been breached where the Confidential Information is legally required to be disclosed.

3.5 The Confidant must immediately deliver to the Commonwealth all documents in their control containing the Confidential Information as soon as they are demanded by the Commonwealth

(whether in writing or not). If Confidential Information is stored on any electronic devices, the Commonwealth may direct that the Confidant permanently deletes the Confidential Information from those devices.

4. Restrictions on use

The Confidant will use the Confidential Information only for the purposes of undertaking the approach to market, and as otherwise directed by the Commonwealth.

5. Conflict of interest

The Confidant:

- (1) warrants that, except as notified in writing to the Commonwealth at the date of this Deed, no conflict of interest exists or is likely to arise in the performance of its role in relation to the approach to market and of its other obligations under this Deed; and
- (2) must not place itself in any position that may or does give rise to any risk of a conflict of interest between the Commonwealth and Confidant.

6. Management of conflicts of interest

- (1) The Confidant acknowledges that probity and the ongoing management of any potential conflicts of interest is a priority for the Commonwealth.
- (2) The Commonwealth may require the Confidant:
 - (a) at the time of executing this Deed, to honestly, fully and accurately complete a declaration as to its interests, in a form to the Commonwealth's satisfaction;
 - (b) update that declaration when there is any change in the Confidant's interests; and
 - (c) immediately notify the Commonwealth of any updated declaration.
- (3) If a conflict of interest or a risk of a conflict of interest arises, the Confidant must:
 - (a) immediately notify the Commonwealth in writing; and
 - (b) comply with any requirement that the Commonwealth imposes to eliminate or otherwise deal with that conflict or risk of conflict, which may include directing the Confidant not to participate in the approach to market, or not to undertake certain activities in relation to the approach to market.

7. Indemnity

- (4) The Confidant being a corporation will indemnify and keep indemnified the Commonwealth, its employees and agents in the event of all claims, costs and expenses made against any of them in respect of injury, loss or any damage suffered by any person as a consequence of the Confidant breaching this Deed, except to the extent to which a relevant claim arises out of the act or omission of the Commonwealth.
- (5) Individual Confidants are not required to provide an indemnity.

8. Injunctive relief and termination of engagement

- (1) The Confidant acknowledges that damages may not be an adequate remedy for the Commonwealth for any breach of this Deed, and that the Commonwealth is entitled to injunctive relief as a remedy for any breach, suspected breach or threatened breach of this Deed by the Confidant, in addition to any other remedies available at law or equity.

- (2) Notwithstanding **clause 8(1)**, if the Confidant breaches this Deed, the Commonwealth may, at its absolute discretion, suspend or terminate the engagement of the Confidant.

9. No exclusion of law or equity

This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.

10. Survival

This Deed will survive the expiration or termination of the provision of the approach to market.

11. No Waiver

- 11.1 No waiver by the Commonwealth of a breach of any obligation or provision in this Deed or implied will operate as a waiver of another breach of the same or of any other obligation or provision in or implied in this Deed.
- 11.2 None of the provisions in this Deed will be taken either at law or in equity to have been varied, waived, discharged or released by either party unless by its express consent in writing.

12. Remedies cumulative

- 12.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.
- 12.2 Subject to the other covenants of this Deed, the rights and obligations of the parties pursuant to this Deed are in addition to and not in derogation of any other right or obligation between the parties under any other deed or agreement to which they are parties.

13. Variations

No term or provision of this Deed may be amended or varied unless by deed and signed by both parties.

14. Governing law

This Deed is governed and construed in accordance with the law for the time being in force in the Commonwealth and the parties submit to the non-exclusive jurisdiction of the Courts of the Commonwealth.

15. Notices

- 15.1 Any notice, or other communication required or otherwise to be given or sent to the Commonwealth or to the Confidant under this Deed must be in writing and will be deemed to have been received:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of 2 days after the date on which it was so sent;
- (3) if sent by electronic mail, on the other party's acknowledgement of receipt by any means.

to the address or email address set out in **clause 15.2**, or such other address or email address as may be notified by a party to the other from time to time.

- 15.2 Addresses of the Commonwealth and the Confidant for the purpose of providing notice under this Deed are as follows:

- (1) for the **Commonwealth**:

Name: _____

Position: _____

Address: _____

Email: _____

(2) for the **Confidant**:

Name: _____

Position: _____

Address: _____

Email: _____

EXECUTED as a deed poll

SIGNED by

)

)

)

)

PRINT NAME OF CONFIDANT IN FULL

)

.....
Signature of Confidant

in the presence of:

)

)

.....

Signature of witness

.....
Date

.....

Name of witness

ATTACHMENT D – TENDER EVALUATION REPORT

1. Under clause 13.1 of the Tender Evaluation Plan, the Tender Evaluation Team must prepare a Tender Evaluation Report which includes the following:

- (a) an executive summary with recommendations for the:
 - (i) appointment of preferred Tenderer(s) and the approach to negotiations (if necessary);
 - (ii) RFT process to be terminated; or
 - (iii) taking of some other action by the Delegate;

a summary of the Tender Evaluation Process;

a description of the RFT process followed, including any industry briefing, the issuing of addenda or clarification questions;

advice whether the RFT process was conducted in accordance with Departmental purchasing/procurement procedures and, in particular, that all relevant approvals have been obtained in relation to the RFT process;

advice whether the Probity Adviser (if used) has reviewed the conduct of the RFT process and “signed off” on process issues;

advice whether the Legal Adviser (if used) has reviewed the Tender Evaluation Report and “signed off” as to compliance with the legal aspects of the RFT process;

advice whether other Advisers (if used) have “signed off” on areas within their responsibility;

disclosure of any actual or potential conflicts of interest of any Tender Evaluation Team member and how it was managed;

identification of actual or potential conflicts of interest by any of the Tenderers;

identification of risks associated with each Tender together with any risk management strategies proposed for risks identified for the preferred Tenderer(s);

a summary of the assessment of each Tender;

reasons for why any Tender was excluded from evaluation or further evaluation;

ranking of Tenderers;

reasons for the making of the recommendations to the Delegate; and

details of any issues that need to be resolved during subsequent negotiations (if any).

2. The Tender Evaluation Report must include copies of, or immediate access to, all of the relevant reports and records referred to in it.

ATTACHMENT E – PRO FORMA TENDER EVALUATION SCORE SHEET

Tenderer: _____

Evaluation Team Member: _____

Date: _____

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

No.	Evaluation Criteria	Weighting
1	Capability:	45%
1.1	Solution The extent to which the Tenderer's proposed service delivery methodology / solution meets the Requirements of the Statement of Requirement.	
1.2	Collaboration The extent to which the Tenderer can demonstrate collaborative, cooperative and proactive working relationships with a broad range of stakeholders to deliver high quality services that meet the Statement of Requirement. For example <ul style="list-style-type: none"> • The Department of Health • RAS/ACATs in relation to a client's referral • CHSP OTC Occupational Therapists in relation to prescribed GEAT Sub-contractors, consortia members, and relevant suppliers (e.g. Australia Post) in the supply of the products and services. 	
1.3	Performance The extent to which the Tenderer understands and is able to meet the requirements of the Statement of Requirement, including in relation to: <ul style="list-style-type: none"> • The extent to which the Tenderer can meet the specified performance standards or has proposed appropriate and achievable performance measures; • An ability to provide services in a flexible and adaptable way so as to accommodate changing Commonwealth policy/program requirements; • The Tenderer is able to demonstrate it can provide appropriate incident management and reporting and respond to requests from aged care service providers, the Department of Health and associated agencies/organisations; and • An ability to continuously improve its provision of services over time. 	

2	Capacity:	30%
2.1	Organisation The extent to which the Tenderer has demonstrated that it has the capacity to deliver the Services including: <ul style="list-style-type: none"> • An understanding of the needs of the Department and associated agencies, aged care providers, and aged care recipients of CHSP, including consumers with special needs such as over-65s with a disability; • the Tenderer's experience and quality of performance in providing services similar to those described in the Statement of Requirement; • the Tenderer's, and any proposed Subcontractors', existing and established relationships with, and proven ability to successfully engage with, and deliver appropriate supports to, the Target Population; • the Tenderer's existing and established relationships with, and experience working with, any proposed Subcontractors; and • the experience, skills, ability, qualifications and availability of the Specified Personnel to deliver the Services. 	
2.2	Personnel The extent to which the Tenderer has or can recruit sufficient Personnel with the experience, ability, skills and qualifications to perform the Requirements of the Statement of Requirement within required timeframes.	
3	Experience:	25%
3.1	The extent to which the Tenderer has demonstrated experience and quality of performance in providing goods/services the same as, or similar to, the Requirement to other organisations.	

Non-Technical Criteria

- 1.2 Tenderers will also be evaluated against the tendered prices and the following non-technical Evaluation Criteria (which are unweighted):

No.	Evaluation Criteria
4	The Tenderer's proposed approach to: <ul style="list-style-type: none"> • using Indigenous enterprises in its supply chain; and • the employment of Indigenous Australians.
5	The degree of financial viability of the Tenderer, including any associated risks to the Department.
6	Value for money

7	The degree of the Tenderer's overall compliance with the RFT and the likelihood of any non-compliance meaning the Department is unable to agree a contractual arrangement with that Tenderer.
8	The extent to which any risks associated with the number and type of any conflicts of interest which have been identified by the Tenderer or which may later arise can be, have been, and/or will be, appropriately managed.
9	The extent to which the Tenderer does or will meet all security requirements, including relevant requirements outlined in the Australian Government Protective Security Policy Framework and the Australian Government Information Security Manual.
10	Any other risks to the Department which are inherent in, or associated with, the Tenderer's offer
11	Appropriate governance and administrative arrangements to support the requirements under this RFT.
12	An implementation strategy that addresses implementation of the services under this RFT, and includes details on risks and risk mitigation strategies where required.




ATTACHMENT F – PROPOSED SCORING SCALE AND WORD DESCRIPTIONS

3. Scoring of the technical (non-price) Evaluation Criteria will be done on an eleven-point scale (10 highest, 0 lowest) and a word description (Exceptional down to Non-compliant) as set out below:

Score	Description	Definition
10	Exceptional	Requirements significantly exceeded in all areas. Claims are fully substantiated.
9	Outstanding	Requirements are exceeded in most key areas and addressed to a very high standard in others. Most Claims are fully substantiated with others very well substantiated.
8	Very Good	Requirements met to a very high standard in all areas. All claims are well substantiated.
7	Good	Requirements met to a high standard in all areas. Claims are well substantiated in key areas.
6	Fair	Requirements are addressed well in all areas. Claims are well substantiated in most areas. Some minor shortcomings.
5	Acceptable	Requirements addressed to a consistent acceptable standard with no major shortcomings. All Claims are adequately substantiated. Some proposals may be questionable.
4	Marginal	Requirements not fully met. Some claims unsubstantiated; others only adequate. Some proposals may be unworkable.
3	Poor	Requirements poorly addressed in some areas or not at all. Claims largely unsubstantiated. A number of proposals may be unworkable.
2	Very Poor	Requirements inadequately dealt with in most or all areas. Claims almost totally unsubstantiated. A number of proposals may be unworkable.
1	Unacceptable	Specification requirements not met. Claims unsubstantiated and unworkable.
0	Non-compliant	Tenderer completely failed to address, or refused to provide a response.

ATTACHMENT G – RISK ASSESSMENT MATRIX

The following table can be used to assist in determining the risks presented by Tenderers.

 Australian Government Department of Health			RISK ASSESSMENT MATRIX				
Date Approved:			Likelihood				
			Rare	Unlikely	Possible	Likely	Almost Certain
General description of Consequences			Exceptional circumstances only	Not expected to occur	Could occur at some time	Will probably occur in most circumstances	Expected in most circumstances
Consequence  	Would stop achievement of functional goals/objectives	Severe	High	High	Extreme	Extreme	Extreme
	Would threaten functional goals/objective(s)	Major	Medium	Medium	High	High	Extreme
	Requires significant adjustment to overall function to achieve objective(s)	Moderate	Medium	Medium	Medium	High	High
	Would threaten an element of the function and would require some adjustment to achieve objective(s)	Minor	Low	Medium	Medium	Medium	High
	Lower consequence to achievement of objectives.	Insignificant	Low	Low	Low	Medium	Medium

Request for AusTender Listing

* MANDATORY FIELDS

Approach to Market (ATM) ID	Health/20-21/E20-276998
Is this procurement listed on your Annual Procurement Plan? *	<input type="checkbox"/> Yes If your procurement is listed in the <u>Annual Procurement Plan (APP)</u> , insert the APP Reference below: APP Reference: <input checked="" type="checkbox"/> No
Title/Purpose* <i>Note: Field limit of 120 characters including spaces.</i>	Goods Equipment and Assistive Technology Services under the Commonwealth Home Support Programme
Short Description*	<p>The Department of Health is seeking to engage one or more providers or agents to deliver Goods Equipment and Assistive Technology (GEAT) Services to older Australians through the Commonwealth Home Support Programme (CHSP).</p> <p>Providers/agents will source, supply (deliver Australia wide), install, and maintain these goods and services and where appropriate will also work with Occupational Therapists for clients' with complex needs.</p>
Long Description*	<p>The Australian Government aims to provide choice through a range of options to promote older Australians independence and enable them to remain living safely in their own homes and communities.</p> <p>This RFT seeks to establish a Panel comprising one or more providers/agents with the demonstrated knowledge, capability and capacity to supply, install, and maintain CHSP service types Goods, Equipment and Assistive Technology, as well as provide ongoing user support. The Department will contract providers/agents from the Panel, with the aim of improving equity of access across Australia to Goods, Equipment and Assistive Technology, including to remote/very remote areas as set out in Schedule 1 – Statement of Requirement of this RFT.</p> <p>The providers/agents will be appointed to the Panel to 30 June 2022, with an option to extend for a further 24 months.</p> <p>The providers/agents must be able to provide the appropriate GEAT that aligns with the clients support plan, based on their aged care assessment. The tenderer must have the ability to determine if the GEAT is appropriate for the clients' needs as assessed and may need to engage with the aged care assessor or current CHSP providers if required.</p> <p>In line with current CHSP service delivery, tenderers must meet Australian standards and provided goods and services in accordance with:</p> <ol style="list-style-type: none"> CHSP Manual Program Manual (where applicable); Aged Care Quality and Safety Standards; Charter of Aged Care Rights; and Australian Consumer Law.
Other Instructions	<p>If a tenderer is not a current CHSP provider, you must check whether you are eligible, can publish information about your services, and understand your responsibilities. Existing CHSP providers are not required to set up another account on the My Aged Care portal.</p> <p>Please note: for this tender you do not need to apply for a CHSP grant.</p>
Address for Lodgement*	<p>Electronic:</p> <input checked="" type="checkbox"/> AusTender at www.tenders.gov.au in accordance with instructions in the Request documentation. <p>Hardcopy:</p> <input type="checkbox"/> In accordance with instructions in the Request documentation and the following Approach To Market Inbox Address: Insert Address
Multi Agency Access* <i>Note: this is Not Applicable if undertaking a process through an existing standing offer panel arrangement.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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Multi Agency Access Type* <i>Note: this is Not Applicable if undertaking a process through an existing panel.</i>		<input checked="" type="checkbox"/> All Agencies <input type="checkbox"/> Portfolio Agencies <input type="checkbox"/> Other					
Panel Arrangement*		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
United Nations Standard Products & Services Code (UNSPSC)*		42210000 - Independent living aids for the physically challenged					
ATM Type*		<i>Select one of the following:</i> <input checked="" type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal <input type="checkbox"/> Request for Quote <input type="checkbox"/> Request for Information				<input type="checkbox"/> Expression of Interest <input type="checkbox"/> Notice <input type="checkbox"/> Industry Briefing <input type="checkbox"/> Multi-Use List <input type="checkbox"/> Disposal of Assets	
ATM Access*		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Limited – No Public View					
Multi-stage*		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Multi-stage Criteria* <i>Note: cannot exceed 1000 characters including spaces.</i>		N/A					
Approach to Market Dates* <i>Note: The default process close time is 2:00pm ACT Local Time, Monday to Friday (excluding ACT and national public holidays). To request a variation of this time, please contact PAS (x5924).</i>		ATM Release Date: Thursday, 11 February 2021 ATM Closing Date: Tuesday, 9 March 2021					
Conditions for Participation*		<ul style="list-style-type: none"> The Tenderer must not have had any judicial decisions against it (excluding decisions under appeal) relating to employee entitlements and have not satisfied any resulting order. The Tenderer, its personnel, and any Subcontractors proposed in the Tender must not, at the Closing Time, be listed as terrorists under section 15 of the Charter of the United Nations Act 1945 (Cth). The Tenderer (and any Subcontractor proposed in its Tender) must not be named in the Consolidated list referred to in Regulation 40 the Charter of United Nations (Dealing with Assets) Regulations 2008 (Cth). The Tenderer either: <ol style="list-style-type: none"> holds a Valid and Satisfactory Statement of Tax Record by the Closing Time; or has a receipt demonstrating that a Statement of Tax Record has been requested from the Australian Taxation Office by the closing time, and holds a Valid and Satisfactory Statement of Tax Record no later than 4 business days from the Closing Time. 					
Timeframe for Project Delivery*		Service delivery is required from 1 April 2021 to 30 June 2022					
Locations(s): <i>Note: The location is where the work is to be undertaken. You may select multiple locations, if required.</i>		State(s)* <input checked="" type="checkbox"/> All <input type="checkbox"/> ACT <input type="checkbox"/> NSW <input type="checkbox"/> NT <input type="checkbox"/> QLD <input type="checkbox"/> TAS <input type="checkbox"/> VIC <input type="checkbox"/> WA <input type="checkbox"/> SA				Capital City (Optional) <input type="checkbox"/> All <input type="checkbox"/> Adelaide <input type="checkbox"/> Canberra <input type="checkbox"/> Darwin <input type="checkbox"/> Brisbane <input type="checkbox"/> Hobart <input type="checkbox"/> Perth <input type="checkbox"/> Melbourne <input type="checkbox"/> Sydney	
Contact Officer Details to be published on AusTender							
Name:		Director					
Email Address:		MyAgedCareProcurement@health.gov.au					

For clarification regarding any of the above requirements, please contact Procurement Advisory Services (PAS) via email at procurement.advice@health.gov.au or by phone on (02) 6289 5476(d).

Note 1: Please ensure that the nominated contact officer will be available for the entire duration of the process to respond to potential applicants' queries & issue addenda. If the nominated contact officer becomes unavailable during the process, please issue an addendum to notify the potential applicants of the change as quickly as possible. These details will be the same as the contact officer details in the RFT/RFQ document.

Note 2: All ATM documents to be published on AusTender are to be provided to PAS in Word 97-2003 format; PAS will publish ATM documents in PDF and Word format.

Note 3: It is Best Practice to seek clearance for all ATM documents from PAS prior to AusTender publishing. PAS does not provide clearance of the content of the ATM documents; PAS will ensure documents are compliant with Commonwealth legislation and Departmental policy.

Last updated: August 2019

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE

The Australian Government is committing funding of up to \$10 million in 2020-21 and \$10 million in 2021-22 to provide high quality, value for money and equitable access to Goods, Equipment and Assistive Technology for older Australians.

The Department is supporting this commitment through an open request for tender (RFT) that establishes a panel of one or more providers/agents. Panel members will have national capability and capacity to source, supply, install, and maintain Goods, Equipment and Assistive Technology to older Australians through the Commonwealth Home Support Programme (CHSP).

This tender will enable the Department to trial an alternative funding approach to current Goods, Equipment and Assistive Technology grant arrangements, by sourcing providers or agents to administer and provide Goods, Equipment and Assistive Technology across Australia, ensuring equitable access and meets the changing needs of CHSP clients.

Current GEAT providers who wish to tender should note, if successful, their existing GEAT grant funding will be retained. The funds for this tender are separate to the CHSP grant agreement.

Tenders must be lodged before 2pm (AEDT) Tuesday, 9 March 2021.

To find out more information about this RFT, please [click here](#).

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