

Mar 2014

Tender Cover Page

Department of Health

Request For Tender:	A long term study into potential health effects from the Hazelwood coal mine fire	
Tender No.:	Health C3478	
Internet Lodgement Process:	Website address	www.tenders.vic.gov.au
	Other requirements	Potential Tenderers should familiarise themselves with the <i>Tenders VIC</i> (Victorian Government Tenders System) <i>Supplier Quick Reference Guide</i> , in particular the section 'Submitting a tender response', available at the above address
Closing time:	2:00pm, Thursday, 5 May 2014	

Tenderers should note the following details from Part C, 'Conditions of Tender':

Section No	Heading	Requirements
Contact Persons:		
12.1	Clarification of Tender Processes	Shane Russell shane.russell@health.vic.gov.au
12.2	Clarification of Specification, etc.	Shane Russell shane.russell@health.vic.gov.au

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Part A: Information for Tenderer

1. Purpose of this Document

- 1.1 This Request for Tender (RFT) provides information to assist prospective tenderers in the preparation and submission of tenders.
- 1.2 In issuing this RFT, the Department of Health (the Department) seeks to identify tenderers:
- Able to provide the goods and/or services detailed in the Specification (Part B) and comply with the Conditions of Tender (Part C);
 - Able to demonstrate a commitment and ability to work in collaboration with the Department over the term of any agreed contractual period to seek improvements in value, efficiency and productivity in connection with the provision of the Services; and
 - Prepared to work with the Department to identify opportunities for improvement in the quality and level of service provided,
- for the mutual benefit of both the Department and the tenderer.

2. Overview

- 2.1 The Department is seeking a suitably qualified and experienced contractor to undertake a long term study into potential health effects from the Hazelwood coal mine fire.
- 2.2 Key dates for this RFT are indicated below. These dates are advised as a **guide only** to projected timelines. The Department will attempt to maintain this schedule, but reserves the right to vary all dates.
- 2.3 If the Department decides to change any of the Key Dates prior to the 'Closing date for submission of Tenders', it will give notice of the changes on the *Tenders VIC* website at www.tenders.vic.gov.au. It is the tenderer's responsibility to monitor the website for updates and/or any emails sent from the website to the tenderer's nominated registrant.

TABLE – Key Dates

Tenders advertised	
Closing date for requests for further information	
Closing date for submission of Tenders	
Shortlisting completed by	
Interviews conducted by	
All Tenderers advised of tender outcome by	
Contract Commencement Date	
Contract Completion Date	16 June 2017 with 3 x 2-year options and 1 x 1-year option to extend

- 2.4 The contract will commence on the Commencement Date (refer Key Dates Table).
- 2.5 The extension option(s), if specified as per the Key Dates Table, are in addition to the Contract Completion Date. NOTE: Dates are indicative only.
- 2.6 Take up of Extension Options will be subject to satisfactory performance of the successful tenderer. The Department reserves the right, within its discretion, to extend the contract period as specified in the contract.

3. Background

3.1 Department of Health

3.1.1 The Department's core objective is to achieve the best health and wellbeing for all Victorians. This is accomplished through planning, policy development, funding and regulation of health service providers and activities which promote and protect Victorians' health, including:

- health care services provided through the public hospital system, community health services, ambulance services, dental services and public mental health, drug and alcohol services
- residential and community care for older people, support and assistance to enable people to function independently in their own homes, positive ageing programs, healthy and active living and seniors card
- health promotion and protection through emergency management, public health and related preventative services, education and regulation.

3.1.2 The Department operates through 8 regions and a central funding and policy office. Services are delivered directly through regions and community sector partners.

3.1.3 The Department in conjunction with other Victorian Government Departments is committed to improving environmental outcomes through the consideration of environmental factors when determining overall value for money in the procurement of goods and/or services. Consideration of environmental factors is reflected in the requirements of this RFT.

3.2 The Health Protection Branch

3.2.1 The Health Protection Branch is a branch of the Regulation, Health Protection and Regions Division of the Department. The role of the Health Protection Branch is to reduce the incidence of preventable disease by protecting the community against hazards resulting from or associated with communicable disease, food, water or the environment.

3.3 The Office of the Chief Health Officer

3.3.1 The Office of the Chief Health Officer incorporates Emergency Management, Partner Notification and Support, Public Health Communications, Senior Medical Advisors and Public Health Medical Officers. The Chief Health Officer is the Government's media spokesperson on disease prevention and control and has various statutory roles outlined in the *Public Health and Wellbeing Act 2008*, the *Food Act 1984* and other legislation.

4. Evaluation of Tenders

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

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

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

4.4 Criteria Relating to Tenderer

4.4.1 Criterion 1 The tenderer has relevant and adequate experience, demonstrating ability to deliver similar projects within prescribed timeframes and designated budgets.

This criterion is weighted **Mandatory**.

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- 4.4.2 Criterion 2 The tenderer demonstrates that it has appropriate competency and experience in epidemiology, environmental health risk assessment, air quality and toxicology.
This criterion is weighted **Mandatory**.
- 4.4.3 Criterion 3 The tender includes sufficient supporting documentation to demonstrate satisfactory financial, technical, planning and other resource capability.
This criterion is weighted **important**.
- 4.5 Criteria Relating to Specification Deliverables
- 4.5.1 Criterion 4 The tenderer is available to undertake the requirements of the Specification at the times specified.
Note to Tenderers: Tenderers must (if relevant), provide in part D, details of:
- any commitment(s) which may impede the tenderer's ability to undertake the requirements at the times specified, such as projects with which it may be involved, or other proposed/actual tenders which may involve commitments at the times specified;
 - how it will manage its workload in these circumstances. Names of companies or projects are not required if this information is confidential.
- This criterion is weighted **highly important**.
- 4.5.2 Criterion 5 The tenderer demonstrates ability to deliver the requirements of the Specification.
This criterion is weighted **important**.
- 4.5.3 Criterion 6 The proposed methodology demonstrates an understanding of the Specification requirements and represents a valid and effective approach to the delivery of Specification requirements.
This criterion is weighted **highly important**.
- 4.6 Criteria Relating to Government Policy
- 4.6.1 Criterion 7 Environmental Sustainability
The tenderer demonstrates a commitment to Environmental Sustainability (eg. environmental policy; environmental management systems; and environmental approach).
This criterion is weighted **desirable**.
- 4.6.2 Criterion 8 Occupational Health and Safety
The tenderer must confirm that any goods and services it provides are safe and without risk to the health and wellbeing of department staff, clients, contractors, or volunteers, so far as is reasonably practicable.
This criterion is weighted **desirable**.

4.7 Scoring

Tenders will be scored against the following scale:

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

Fails all aspects of the evaluation criterion.

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4.8 Weighting

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

	Importance of criterion	Weighting
Highly important		3
Important		2
Desirable		1

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Part B: Specification

5. Introduction

- 5.1 On 9 February 2014 a grassfire, believed to have been deliberately lit, spread to disused areas of the coal mine open-cut pit at the Hazelwood power station complex near Morwell, Victoria. The fire was unusual in two important respects:
- Although not the first fire to occur in Victoria in brown coal in either underground or above-ground circumstances, it was large in scale compared to Australian and overseas experiences to date.
 - The fire burned, and hence emitted smoke, at the same location, adjacent to the town of Morwell, for a longer duration (i.e. over four weeks) than previous fires (e.g. a 2006 fire burned for approximately one week).
- 5.2 The unique features of this fire where there are few Australian or international comparisons, meant the Department had few precedents to base and scale its advice on the potential for adverse health effects and the associated public health protection messages. Health protection messages were logically based on evidence from air pollution and bushfire smoke health effects. However, it is very important to learn from this fire, particularly for:
- The benefit of the local community who have been exposed to this smoke by monitoring any potential long term adverse health effects; and
 - To assist health authorities, environment protection agencies and emergency services to inform and improve future policy and planning in the event of future similar events.
- 5.3 As noted above, the scale and duration of this brown coal fire, and therefore the cumulative nature of local community exposure to the smoke was unusual. Nevertheless, it is reasonable to assume that the potential range of adverse health effects from this event are be similar to the long term health effects that have been attributed to smoke and smoke particulate exposures from long term population studies. Potential adverse effects might include cardiovascular effects, respiratory effects, low birth weight, psychological impacts and development of cancer.
- 5.4 Based on the same extrapolation, those likely to be most at risk due to extended exposure to smoke particles from this event are infants and young children, pregnant women, older persons and those with pre-existing cardiovascular and/or respiratory disease or respiratory conditions such as asthma.

6. Objective

- 6.1 The objective of this project, the required outcome, is to undertake a long term study into the potential health effects from the Hazelwood coal mine fire.

7. Scope

- 7.1 The questions which the study should address are:
- Is there evidence that people in general, and susceptible sub-populations in particular, who were exposed to emissions from the Hazelwood fire, compared with otherwise similar people who were not exposed to emissions from the fire, currently have clinical or sub-clinical cardiovascular or, respiratory conditions that could be associated with clinically important adverse health consequences in the future?
 - Is there evidence that people in general, and susceptible sub-populations in particular, who were exposed to emissions from the Hazelwood fire, compared with otherwise similar people who were not exposed to emissions from the fire, over time develop clinical or sub-clinical cardiovascular or respiratory conditions that could be associated with clinically important adverse health consequences in the future?
 - Is there evidence of any difference in birth weight of babies born to mothers exposed to emissions from the Hazelwood fire, compared to babies born to otherwise similar mothers who were not exposed to emissions from the fire?

- Is there evidence that people who were exposed to emissions from the Hazelwood fire, compared with otherwise similar people who were not exposed to emissions from the fire, have a higher prevalence and persistence of psychological distress?
- What sociodemographic factors and exposure levels are associated with higher levels and persistence of psychological distress?
- Is there evidence that people who were exposed to emissions from the Hazelwood fire, compared with otherwise similar people who were not exposed to emissions from the fire, have a higher incidence of malignant disease over a prolonged period of follow-up?

7.2 In considering the above, tenderers should provide information on:

- how you propose to describe the composition of brown coal in this location; its likely products of combustion from open air burning of this scale and range of air pollutants of potential health concern
- from the extensive air monitoring dataset available from environment protection and emergency service sources for air samples collected at the mine boundary and into the local community, identify the key pollutants relevant to the scope of this long term health study
- how you propose to address the study questions above, including how exposure will be assessed
- what comparator populations might be suitable
- whether any other questions are important to consider
- which health states are proposed to be measured and how these measurements are to be conducted
- the challenges and limitations to the validity of the study's conclusions
- how the proposed study will provide information which is relevant to members of the affected community
- how the proposed study will provide evidence on which to base health advice when dealing with future, similar exposure events
- how you will engage with the affected community to ensure accurate risk communication
- what benefits might be delivered to the affected community during the course of the study.

7.3 The Department will provide to the successful tenderer the extensive air monitoring dataset from the Environment Protection Authority Victoria and emergency services for air samples collected at the mine boundary and in the local community.

7.4 The proposed time frame for the study is potentially ten years. An initial contract for this study will be awarded for a period of three years with an the Department having three two-year options and one one-year option to renew the contract provided there is compliance with the contract.

7.5 The proposed time frame for the study is ten years. It is intended that a contract for the study will be awarded for an initial period of three years, and the contract will include provision for the Department to exercise an option to extend the contract, for three two year option periods and one option period of one year.

7.6 The successful tenderer for this study will have appropriate competency and experience in epidemiology, environmental health risk assessment, air quality and toxicology.

7.7 The successful tenderer will retain and make available to the Department all documents relating to the work towards determining any potential long term health effects from the Hazelwood coal mine fire.

7.8 The study must be approved by an appropriately constituted Human Research Ethics Committee.

8. Deliverables

8.1 The deliverables for this project are:

- 8.1.1 A report into the progress of the study, including findings to date, due four months before the third year of the contract term.
 - 8.1.2 Additional deliverables including annual progress reports.
- 8.2 The contract for the study will provide that all intellectual property created in the course of the contractor's performance of the contract will be owned by the State of Victoria.

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Part C: Conditions of Tender

9. General Conditions

- 9.1 Organisations or individuals wishing to tender should submit their proposal (i.e. tender) in accordance with the Department's requirements as set out in this RFT. The conditions under which a response must be made are indicated in this section. Tenderers should familiarise themselves with this RFT and ensure proposals conform. Tenderers are deemed to have:
- 9.1.1 Examined the RFT documents and other information made available by the Department to the tenderers for the purpose of tendering.
 - 9.1.2 Examined all information relevant to risks, contingencies, and other circumstances having an effect on their tender and which is obtainable by making reasonable enquiries.
 - 9.1.3 Examined statutory requirements and satisfied themselves they are not participating in any anti-competitive, collusive, deceptive or misleading practices in structuring and submitting their tender.
 - 9.1.4 Satisfied themselves as to the correctness and sufficiency of their tenders and that their tendered prices are GST inclusive and cover the cost of complying with all conditions of tender and matters and things necessary for due and proper performance and completion of work described in the RFT documents (or if the goods or services are GST exempt, provided reasons for this).
 - 9.1.5 Complied with the *Competition and Consumer Act 2010* and Australian Competition & Consumer Commission (ACCC) guidelines on price exploitation relating to the introduction of the new tax system from July 1 2000.
- 9.2 Evaluation Process
- 9.2.1 *Clarification of Tender:* Where, in the opinion of the Department, a tender is unclear, the Department may seek clarification from the tenderer. Failure to supply clarification to the satisfaction of the Department may render the tender liable to disqualification.
 - 9.2.2 *Shortlisting:* Tenders will be evaluated against the indicated criteria. An initial evaluation will be used to shortlist proposals. Tenderers not shortlisted may be notified in writing at this stage that their tender has been unsuccessful.
 - 9.2.3 *Interviews:* Following shortlisting, one or more tenderers may be approached to make a presentation, and/or be interviewed by the evaluation panel to provide clarification or further information.
 - 9.2.4 *Best and Final Offers:* Tenderers may be invited, as part of the tendering process, to submit a best and final offer in relation to all or certain aspects of their respective tenders as described in this RFT (in particular, refer 'Negotiations and Best and Final Offers' of this Part).
 - 9.2.5 *Notification of Final Outcome:* All tenderers may be advised in writing of the final outcome of the tender evaluation, including the identity of the successful tenderer.
 - 9.2.6 *Acceptance:* Non complying tenders may be rejected. The Department is not obliged to accept the lowest cost tender and reserves the right not to accept any tender.
- 9.3 Request for Tender
- 9.3.1 *Status:* This RFT is not an offer. This RFT is an invitation for persons to submit a proposal for the provision of the Goods and/or Services set out in this RFT.
 - 9.3.2 *Accuracy:* While all due care has been taken in connection with the preparation of this RFT, the Department does not warrant the accuracy of the content of the RFT and the Department will not be liable for any omission from the RFT.
 - 9.3.3 *Additions and amendments:* The Department reserves the right to change any information in this RFT, including the conditions of tendering and the tender evaluation

process, or to issue addenda to this RFT, or to make changes to the Department Agreement attached to this RFT.

9.3.4 *Representations*: Verbal explanations, representations or instructions given to tenderers shall not bind the Department. No explanation, representation or instruction made by or on behalf of the Department in relation to the RFT (or its subject matter) will be binding on the Department unless that explanation, representation or instruction is expressly set out in this RFT or confirmed in writing by the Department.

9.3.5 *Explanations*:

- Reference in this RFT to a contract means the Agreement included with this RFT ("Department Agreement"), unless otherwise indicated.
- Reference to the Department means the Department of Health, unless otherwise stated.

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

9.4 Financial Assessments

9.4.1 The Department reserves the right to engage a third party to carry out assessments of tenderers' financial, technical, planning and other resource capability.

9.5 Format of Response

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

9.6 Legal Entity

9.6.1 Tenderers must provide proof of their legal status. A legal agreement/contract can only be entered into by the Department with an agency or individual with legal status established under:

- *Associations Incorporation Reform Act 2012 (Vic)*
- *Co-operatives Act 1996 (Vic)*
- *Corporations Act 2001 (Commonwealth)*
- *Health Services Act 1988 (Vic)*
- An Individual Act of Parliament
- Natural Person (person at least 18 years of age, with mental capacity to understand the agreement, not under any order or bankrupt)
- *Trustee Act 1958 (Vic)*.

9.6.2 The Department prefers to deal with suppliers who have an Australian Business Number (ABN), unless there is clear evidence that the relevant supply is not assessable for income tax purposes (hobby or recreational interest).

9.7 Consortia and trustees

9.7.1 There are three legal and management options available to consortia wishing to tender. Each of these types of arrangements is acceptable to the Department:

- Incorporate as a single body
- Each Member signs as part of a Non Incorporated Consortium
- Subcontracting by the Lead Agency to members of the Consortium.

- 9.7.2 Where the tenderer is a Consortium, the tender must indicate which parts of the service it is proposed that each entity comprising the Consortium would provide and how the contractor and sub-contractor(s) would relate to each other to ensure full provision of the required service.
- 9.7.3 Where a trustee structure is being used by a tenderer, the tenderer may be required to provide a copy of the relevant trust deed or a letter from the tenderer's solicitors confirming that the trustee is fully authorised to enter into the proposed contract, is acting within its powers under the trust deed and can be indemnified from the assets of the trust.
- 9.8 Form and application of Agreement
- 9.8.1 The successful tenderer will be required to enter into the Department's applicable form of Agreement, a sample copy of which is included with this RFT.
- 9.8.2 A contract for delivery or provision of Goods or Services described in this RFT does not exist until both parties have executed the applicable Department Agreement.
- 9.9 Probity of Personnel:
- 9.9.1 Depending on the nature of the Services being provided, the successful tenderer may be required to ensure that its personnel engaged in providing Services to the Department have a current police check.
- 9.9.2 The successful tenderer and its personnel will be required to comply with the [Code of Conduct for Victorian Public Sector Employees](#) where the contractor:
- supervises public sector employees;
 - undertakes work that is of a similar nature to the work undertaken by public sector employees at a premise or location generally regarded as a public sector workplace; and
 - uses or has access to public sector resources or information that are not normally accessible or available to the public.
- 9.9.3 Contractors will be required to comply with appropriate document retention practices, which may include long-term storage of documents for up to 25 years.
- 9.10 Statement of Departures
- 9.10.1 Tenderers must state in their tender at Part D5 Tender Response 'Proposal - Acceptance of Terms & Conditions' that there are no departures from the specification (Part B) of this RFT and the terms and conditions of the Department Agreement attached to this RFT or, where there are departures to these sections, submit with their tender a tabulated statement detailing the departures in order of the relevant clauses. The Department is not obliged to consider departures that are provided or set out otherwise than in the manner described in Tender Response 'Proposal - Acceptance of Terms & Conditions' (Part D5).
- 9.10.2 By submission of a tender in response to this RFT, tenderers are deemed to have accepted these Conditions of Tender.
- 9.10.3 The Department reserves the right, in its sole discretion, to accept or reject proposed departures and to make any changes to the attached Department Agreement or to the tender Specification.

10. Lodgement of Proposals and Closing Time

- 10.1 **CLOSING TIME:** Proposals must be lodged by 2:00pm on the date specified in the Tender Cover Page ('Closing Time').
- 10.2 The Closing Time of 2:00pm is defined as 2:00pm Australian Eastern Standard Time, or 2:00pm Australian Eastern Daylight Saving Time, as per the time clock of the internet Tender Box.
- 10.3 Where the Tender Cover Page permits tenders to be lodged via the internet through a specified website (Internet Lodgement), tenderers are deemed to accept the online user agreement applying to that website and must comply with the requirements set out on that website.

- 10.4 Tenderers must lodge their entire proposal electronically via the internet at the nominated website address and by the Closing Time as per the Tender Cover Page.
- 10.5 If the Ethical Purchasing Policy (EPP) applies to this RFT, the Department will request shortlisted tenderers to submit an Ethical Employment Statement (EES) (see Part C, Conditions of Tender clause "Ethical Purchasing Policy" for further detail). The Department will provide shortlisted tenderers with instructions and further conditions of submission for EESs at that time.
- 10.6 The Department may request tenderers to submit a Victorian Industry Participation Policy (VIPPP) Plan. If not already provided with this RFT, the Department will provide tenderers with instructions and further conditions of submission for VIPPP Plans at that time.
- 10.7 Other than as set out in this RFT, **late, facsimiled, incomplete** or **e-mailed** proposals will **not** be accepted.
- 10.8 Department officers cannot accept responsibility for lodging tenders on behalf of tenderers.
- 10.9 Proposals must be signed and dated by an authorised officer of the tenderer.
- 10.10 All proposals must be in the English language.
- 10.11 Proposals will be opened after 2:00pm on the closing date of tenders and notification of receipt will be forwarded to each tenderer.

11. Late Tenders

- 11.1 Tenders must be lodged by the Closing Time. The Closing Time may be extended by the Department in its absolute discretion by providing written notice to registered tenderers and by notice on the Victorian Government Tenders System website, <https://www.tenders.vic.gov.au>.
- 11.2 Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the tendering process and will be ineligible for consideration.
- 11.3 However, a late tender may be accepted where the tenderer can clearly demonstrate (to the satisfaction of the Department's Accredited Purchasing Unit) that late lodgement of the tender was caused by a system interruption of the Internet Lodgement website (www.tenders.vic.gov.au) or a major/critical incident that hindered the delivery of their tender documents and, in such case, the Department's Accredited Purchasing Unit determines that the integrity of the tendering process will not be compromised by accepting a tender after the Closing Time.
- 11.4 The determination of the Department as to the actual time that a tender is lodged is final. All tenders lodged after the Closing Time will be recorded by the Department and will only be opened for the purposes of identifying a business name and address of the tenderer.
- 11.5 The Department will store late tenders in a secure location and promptly inform a tenderer that their tender was late and could not be considered. Late tenders will be returned at the conclusion of the tender process, or at a time determined by the Department.

12. Requests for Further Information

- 12.1 Clarification of Tender Processes
 - 12.1.1 Prospective tenderers may telephone the Department's designated officer on the contact telephone number as specified in the Tender Cover Page to clarify matters relating to the tender process. Oral explanations or instructions given to prospective tenderers shall not bind the Department.
- 12.2 Clarification of Specification or Additional Information
 - 12.2.1 Requests for clarification of tender specifications or additional information must be made in writing via email, marked 'confidential', to the contact person at the email address as specified in the Tender Cover Page.
 - 12.2.2 All requests for clarification or for additional information must be lodged by the nominated date (refer Key Dates Table) to allow sufficient time for response and information to be provided to all parties requesting tender documentation. The

response of the Department to requests for clarification or additional information is entirely at the discretion of the Department and the Department reserves the right not to respond to any question or request, irrespective of when such question or request is received. In any event, the Department will not provide information later than three days before close of tender.

12.2.3 Except where the Department is of the opinion that issues raised apply only to an individual tenderer, answers provided by the Department to tenderer requests for clarification or additional information will be made available (without identifying the source of the enquiry) to all parties who have requested tender documentation.

12.3 Additional Information Required by the Department

12.3.1 If additional information to that contained in a proposal is required by the Department when proposals are being considered, written information and/or interviews may be requested to obtain such additional information at no cost to the Department.

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

12.3.3 Shortlisted tenderers will be required to complete and submit an EES if the EPP applies. A tenderer who does not submit an EES when required to do so by the Department will be disqualified from the tendering process. The Department will assess whether a tenderer satisfies the ethical employment standard in accordance with government policy. Information about the EPP can be found on the Victorian Government Purchasing Board website at www.vgpb.vic.gov.au.

12.3.4 Tenderers may be required to complete and submit a VIPP Plan. Where a tender has been let and the VIPP Plan has been accepted, the scope of the VIPP benefits and requirements will be included in the contract and recorded centrally for evaluation of compliance. Performance of VIPP obligations will be monitored and centrally recorded by the Department of Business and Innovation.

12.3.5 The Department may invite some or all tenderers to give a presentation to the Department in relation to their tender, including (where the RFT relates in whole or in part to goods) demonstration of the goods. The Department is under no obligation to invite any presentations from tenderers.

12.3.6 In addition to presentations, the Department may request some or all tenderers to:

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

12.4 References

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

12.5 Negotiations and Best and Final Offers

12.5.1 The Department is under no obligation to conduct any negotiations with tenderers.

12.5.2 The Department may elect to engage in detailed discussions and negotiations with any one or more tenderers, with a view to maximising the benefits of the tenders submitted.

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

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

- 12.5.5 The Department is under no obligation to give a tenderer the opportunity to submit a best and final offer. If the Department chooses to give a tenderer the opportunity to submit a best and final offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.
- 12.5.6 Notwithstanding the possibility that the Department may give a tenderer the opportunity to submit a best and final offer, a tenderer should be aware that the Department will, in conducting its evaluation of tenders, rely on all information (including all representations) contained in such tenders. Tenderers are therefore encouraged to submit their best and final offers in the first instance.
- 12.5.7 Any one or more tenderers may be required to submit an executed contract based on the tender as part of their best and final offer. Unless and until the Department executes such contract, submission of a contract capable of acceptance by the Department does not and will not be taken to give rise to a binding contract (expressed or implied) between a tenderer and the Department.

13. Reservations

13.1 Withdrawal from Process

- 13.1.1 The Department reserves the right to withdraw the tender described in this RFT for any reason, prior to the signing of any Agreement with any party for the delivery of Goods and/or Services described in this RFT. In the event of a withdrawal of the tender, the Department shall not be liable for costs or expenses incurred by a tenderer or prospective tenderer in preparing a tender or participating in the tender process.

13.2 Lowest Cost Proposal

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

13.3 Negotiation

- 13.3.1 The Department may, at its absolute discretion, decide not to enter into pre-contractual or any negotiations with any tenderer.
- 13.3.2 A tenderer is bound by its tender (including the Statement of Departures to the Tender Specification and Department Agreement forming part of the tenderer's response) and, if selected as a successful tenderer, must, if requested by the Department, enter into an Agreement (contract) on the basis of the tender without negotiation.
- 13.3.3 The Department is under no obligation to appoint a successful tenderer or tenderers (as the case may be), or to enter into a contract with a successful tenderer or any other person. For the avoidance of any doubt, in these circumstances the Department will be free to proceed via any alternative process.
- 13.3.4 The Department may conduct a debriefing session for all tenderers (successful and unsuccessful). Attendance at such debriefing session is optional.

13.4 Part Offers

- 13.4.1 The Department reserves the right to negotiate with one or more tenderers in relation to some and not all of the scope of activity described and to accept tenders in relation to some and not all of the scope of activity described, or appoint one, more than one or no organisation on the basis of the tenders received.

13.5 Department's rights

- 13.5.1 Notwithstanding anything else in this RFT, and without limiting its rights at law or otherwise, the Department reserves the right, at its absolute discretion at any time, to:
- cease to proceed with, or suspend the tendering process;
 - alter the structure, including the conditions of tendering, the tender evaluation process, and/or the Department Agreement;
 - vary or extend any time or date specified in this RFT, including the timing of the tendering process;

- terminate the participation of any tenderer or any other person in the tendering process;
- require additional information or clarification from any tenderer or any other person or provide additional information or clarification;
- negotiate with any one or more tenderers and allow any tenderer to alter its tender;
- reject any tender that does not comply with the requirements of this RFT; or
- consider and accept or reject any alternative proposals.

13.6 Tenderer's rights

13.6.1 If the Department exercises its right to amend the Department Agreement, the tenderer may submit to the Department, an amended Part D5 Tender Response 'Proposal - Acceptance of Terms and Conditions'.

14. Conflicts of Interest

14.1 Declaration

14.1.1 Tenderers must declare in writing to the Department any matter or issue which is, may be perceived to be, or may lead to, a conflict of interest regarding their proposal or participation in supply of the Services described. Tenderers must provide a written strategy so that any conflict of interest will be avoided.

15. Confidentiality and Intellectual Property

15.1 Ownership of Proposals

15.1.1 All proposals and any accompanying documents become the property of the Department.

15.2 Ownership and Use of Information

15.2.1 Ownership of all intellectual property in all information, reports or data provided by the Department to tenderers resides in the State of Victoria. The tenderer shall not, without written approval of the Secretary to the Department, use the information or reports other than in the development of the proposal or the performance of the assignment. Such information, in whatever form provided by the Department or converted by the tenderer, must be destroyed in a secure fashion following advice of the outcome of the tender or at completion of the assignment.

16. Probity of Tender Procedures

16.1 Notification of Probity Breach Required

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

16.2 Timeliness of Notification

16.2.1 Unreasonable delay in notification of an alleged probity breach will preclude a tenderer from relying upon or taking action based upon such breach.

16.3 Resolution of Disputes

16.3.1 In the event a tenderer notifies the Department of any alleged breach of the tender process, the Department and the tenderer will try to resolve the dispute. If the dispute is unable to be resolved, the Department may engage a probity advisor (which may or may not be a Department employee) and the Department will consider the recommendations made by that advisor. The Department reserves the right to decide,

in its sole and absolute discretion, whether to engage a probity advisor and whether to implement the recommendations of that advisor.

17. Disclosure

17.1 Presumption to Full Disclosure

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

17.2 Disclosure of Tender and Contract Details

17.2.1 Subject to this clause and the Conditions of Tender, all documents provided by the tenderer during the tender process will be held in confidence so far as the law permits. Notwithstanding any copyright or other intellectual property right that may subsist in the tender documents, the tenderer, by submitting the tender, grants to the Department an irrevocable, royalty free licence to reproduce the whole or any portion of the tender documents for the purposes of tender evaluation.

17.2.2 In submitting its tender the tenderer accepts that the Department will publish (on the internet or otherwise) information including the name of the successful or recommended tenderer and the value of the successful tender together with the provisions of the contract generally.

17.3 Non-disclosure of Contract Provisions

17.3.1 Non-disclosure of contract provisions must be justified under the principles for exemption within Section 34(1) of the *Freedom of Information Act 1982* (Vic), providing that information acquired by an agency or a Minister from a business, commercial or financial undertaking is exempt under the Act if the information relates to:

- trade secrets; or
- other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage.

17.3.2 The Department will consider these arguments in the tender evaluation and negotiations with tenderers.

18. Lobbying

18.1 Any tenderer who attempts to exert influence on the outcome of the tender process by lobbying, directly or indirectly, Department staff or Members of Parliament, will be disqualified from the tender process.

18.2 A tenderer who offers Department staff anything that, in the opinion of the Department, could undermine the impartiality of the tender process, and/or could create an actual or a perceived conflict of interest (including but not limited to offers of gifts, hospitality, and favours), will be disqualified from the tender process.

19. Dumping of Goods

19.1 Tender bids from suppliers who are offering goods subject to an Australian Customs Dumping Notice will be disqualified from further consideration.

19.2 The Department reserves the right to suspend an agreement where the supplier is providing goods subject to an Australian Customs Dumping Notice.

20. Period of validity

20.1 All tenders must remain open for acceptance by the Department for a minimum of 120 days from the Closing Time. This period may be extended by mutual agreement between the Department and the tenderer.

21. Pricing

- 21.1 Tenders must contain a detailed cost summary as well as relevant stage and total project costing. If relevant, the tender must state the price for each unit of output.
- 21.2 All tenders must include all relevant prices for the entire proposed contract period, including any option periods. If the prices included in the tender vary over the contract period, the tender must also include, in Part D3 Tender Response 'Proposal', the factors and reasons for these price variations.
- 21.3 All prices quoted must be represented in Australian dollars.

22. Payments

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

23. Alternative Proposals

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

24. Anti-competitive conduct

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

25. Tenderer Warranties

- 25.1 By submitting a tender, a tenderer warrants that:
- 25.1.1 In lodging its tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the Department, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the RFT;
- 25.1.2 It did not seek or use the improper assistance of Department employees or information unlawfully obtained from the Department or any other person in compiling its tender;
- 25.1.3 It has examined this RFT, and any other documents referenced or referred to herein, and any other information made available in writing by the Department to tenderers for the purposes of submitting a tender;
- 25.1.4 It has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its tender;
- 25.1.5 It has otherwise obtained all information and advice necessary for the preparation of its tender;
- 25.1.6 It is responsible for all costs and expenses related to the preparation and lodgement of its tender, any subsequent negotiation, and any future process connected with or relating to the tendering process;
- 25.1.7 It otherwise accepts and will comply with the rules set out in this Part C of the RFT;
- 25.1.8 It will provide additional information in a timely manner as requested by the Department to clarify any matters contained in the tender; and
- 25.1.9 It is satisfied as to the correctness and sufficiency of its tender, including, where relevant, its EES and VIPP Plan.

26. General Conditions of Response

- 26.1 Tenders should be submitted using the format indicated in the Tender Response included at Part D of this document.
- 26.2 All parts of the Tender Response should be completed and submitted before the nominated Closing Time for tenders.
- 26.3 Word limits where specified should be observed and the Department reserves the right to disregard any parts of the Tender that significantly exceed the specified word limit.
- 26.4 Any additional supporting information should be attached to the completed Tender Response and clearly referenced.
- 26.5 The Tender Response must be signed by an authorised officer of the tenderer.

27. Sub-Contracting

- 27.1 Full details of any proposed sub-contractors should be inserted in Part D: Tender Response. The Department's prior written consent to any proposed sub-contracting arrangements is required. Under no circumstances may the successful tenderer sub-contract any part of its obligations on terms that are inconsistent with the terms of this RFT or the Department Agreement.

28. Ethical Purchasing Policy (EPP)

- 28.1 The Victorian Government's EPP applies to tendering processes and contracts for the purchase of goods and services valued at or above \$100,000 (including the establishment of whole-of-government contracts, state purchase contracts and standing offer arrangements) which commenced on or were entered into after 1 January 2004.
- 28.2 The EPP will also be applied to purchases under \$100,000 for products and services in industries which are considered by the Department to be high risk, such as textiles, clothing and footwear, cleaning and security services. Information about the EPP is detailed on the Victorian Government Purchasing Board web site at www.vgpb.vic.gov.au.
- 28.3 The EPP provides that the State will not enter into a contract to which the policy applies with any tenderer that cannot satisfy the ethical employment standard.
- 28.4 The ethical employment standard is the requirement for persons that supply or propose to supply goods and services to the Victorian Government to demonstrate to the reasonable satisfaction of the government buyer, and in accordance with the requirements of the EPP, that the relevant contracting or tendering entity meets its obligations to its employees under Applicable Industrial Instruments and Legislation at the time a contract is awarded and continues to meet such obligations during the term of that contract. Details of Applicable Industrial Instruments and Legislation are set out in the EPP.
- 28.5 It is a condition of all tendering processes to which the EPP applies that all shortlisted tenderers will be required to complete an EES (Attachment 1) in the timeframe specified by the Department.
- 28.6 A tenderer who does not submit an EES when required to do so will be disqualified from the tendering process.
- 28.7 Once a tenderer is offered a contract to which the EPP applies, it must continue to satisfy the ethical employment standard during the period of the contract. Contract conditions will allow the Department to request further EESs from the contractor. The contract will also permit the termination of a contract if a contractor does not satisfy its disclosure obligations or maintain the ethical employment standard during the term of the contract.

29. Victorian Industry Participation Policy (VIPP)

- 29.1 The VIPP seeks to maximise opportunities for Australian, New Zealand and Victorian suppliers to compete for government business on the basis of best value for money over the life of the goods or services. VIPP applies to Government procurement activities, construction activities, Major Projects, Major Events, Public Private Partnerships and investment support, business development and community infrastructure grants above the threshold values of \$3 million or

more in Metropolitan Melbourne and \$1 million or more in Regional Victoria. Information about the policy can be viewed at www.dsdbi.vic.gov.au. If this policy applies, shortlisted tenderers will be required to provide additional information.

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Part D: Tender Response

Tender Response

For

A long term study into the potential health effects from the Hazelwood coal mine fire

Tender Response—Part D1 Proposal - Tenderer Details

Tenderers are to complete Parts D1 to D5 of the Tender Response.

Tenders are to be submitted in accordance with Section 'Lodgement of Proposals and Closing Time' in Part C: Conditions of Tender and Tender Cover Page.

Advice to tenderer (where electronic lodgement specified):

- Tenderers must provide an electronic copy of the Tender Response in Microsoft Office 2003 format, in accordance with the Conditions of Tender.
- All responses must be provided within the specified areas in the tables and must respond to the Specification (Part B) and the proposed Department Agreement in accordance with the Conditions of Tendering (Part C).
- Do not include graphics or data in responses. Where necessary, any graphics or data should be placed at the end of the documents and referred to in the tender.
- Include the name of the tenderer in the footer of the tender.
- All documents must be virus checked by the tenderer before lodgement.

Tendering Organisation (Tenderer Criteria)

Full Legal Name	
Trading Name	
Entity Status (e.g.: Trustee, Partnership, Company)	
If the tendering party is a trustee, please provide name of the trust.	
If the tendering party is a partnership, please provide details of partnership, including names of partners.	
Australian Company Number (ACN) (if applicable)	
Australian Business Number (ABN)	
Registration for GST	(Yes or No)
Place of Incorporation	
Postal Address	
Principal office in Victoria	
Contact Person	
Position/Title	
Telephone Number	
Mobile Number	
Facsimile Number	
E-mail address	

Sub-Contractor #1

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Name	
Australian Company Number (ACN) (if applicable)	
Australian Business Number (ABN)	
Postal Address	
Tasks/aspects/scope of project to be undertaken	

Sub-Contractor #2

Name	
Australian Company Number (ACN) (if applicable)	
Australian Business Number (ABN)	
Postal Address	
Tasks/aspects/scope of project to be undertaken	

[Repeat as Required]

Profile of Tenderer / Experience

Range of services currently delivered	
Years of operation in this capacity	

Financial Capability

<p>Tenderers are required to demonstrate that they have the financial capacity to provide, over the term of the contract, all the requirements specified in this RFT. Accordingly, please provide the following information. If the answer to any of the following questions is "yes", provide an explanation.</p>	
(a) Are there any significant events, matters or circumstances which have arisen since the end of the last financial year which may significantly affect the operations of the tenderer?	
(b) Are there any mergers/acquisitions either recent (within the past 12 months) or which are imminent?	
(c) Are there any proceedings, either actual or threatened, against the tenderer, its parent or associated entities or any director of the tenderer, its parent or associated entities or have there been any such proceedings within the past five years? If so, what (if any) remedial action has been taken in respect of such proceedings?	
(d) Are there any bankruptcy actions against a director of the tenderer, its parent or associated entities, or has there been within the past five years?	
(e) Are there any de-registration actions against the tenderer, its parent or associated entities on foot, or have there been any within the past five years?	
(f) Are there any insolvency proceedings, actual or threatened (including voluntary administration, application to wind up, or other like action) against the tenderer, its parent or associated entities on foot, or have there been any within the past five years?	
(g) Is the tenderer, its parent or associated entities currently in default of any agreement, contract, order or award that would or would be likely to adversely affect the financial capacity of the tenderer to provide the Goods and/or Services contemplated by this RFT?	

Department of Health

Request for Tender No. C3478

(h) Are there any other factors which could adversely impact on the financial ability of the tenderer to successfully perform the obligations contemplated by this RFT?	
(i) Is the tenderer insolvent and unable to meet its debts as and when they fall due in the normal course of business?	
In addition to the information required above, tenderers are required to undertake to provide to the Department (or its nominated agent) upon request all such information as the Department reasonably requires to satisfy itself that tenderers are financially viable and have the financial capability to provide the Services for which they are tendering and to otherwise meet their obligations under the proposed Department Agreement.	
Provide your undertaking to comply with this request.	
Will you provide valid tax invoices?	(Yes or No)

Insurances

Proof of insurance cover:	Preferred Cover	Insurance Company	Australian Licenced Insurer (Yes / No)	Policy Expiry date	Sum insured any one claim*
• Public liability	\$5 million				
• Professional indemnity	\$2 million				

* Limit of Liability

Technical Capability

Summary of entity's achievements	
Technical capability	
Quality Accreditation Standard	

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

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

Environmental Sustainability Capability (Government Policy Criteria)

Minimising the environmental impacts of these processes and quantifying the results are key Government priorities. Tenderers are requested to demonstrate their commitment to improving the sustainability of their operations.

All goods and services have some impact on the environment through their production and provision or from their interface with the environment.

An environmental management assessment of a tenderer may be conducted by or on behalf of the Department.

The Table below is to be regarded as the minimum response required. Additional information may also be provided under the relevant Evaluation Criteria in Part D3.

1 Do you have an environmental policy?	<input type="checkbox"/> Yes - Attach copy <input type="checkbox"/> No - Go to 3 <input type="checkbox"/> Under development (expect completion by ___/___/___) - Go to 4
--	--

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2 Do you have an environmental management system?	<input type="checkbox"/> Yes - Certified or attach copy <input type="checkbox"/> No - Go to 3 <input type="checkbox"/> Under development (expect completion by ___/___/___) - Go to 4
3 If the response was NO to 1 and/or 2, what approach are you taking towards environmental issues?	Word limit – [100] words
4 Have you undertaken any other initiatives in reducing your environmental impact?	Word limit – [100] words
5 Has any form of enforcement action relating to the environment been taken against your organisation in the last 2 years and what remedial action was implemented?	Word limit – [100] words

Occupational Health and Safety (OHS) (Government Policy Criteria)

The Government must ensure that any goods or services it purchases are safe and without risk to the health and wellbeing of department staff, clients, contractors, or volunteers in accordance with the requirements of current OHS Legislation and Regulations.

Tenderers are requested to confirm that their goods and or services do not pose health or safety risks that could lead to (for instance) psychological or physical harm, so far as is reasonably practicable.

The Table below is to be regarded as the minimum response required. Additional information may also be provided under the relevant Evaluation Criteria in Part D3.

1 Do you foresee any OHS risks to health, safety and wellbeing in relation to the provision of goods and / or services as part of this tender?	<input type="checkbox"/> Yes - Go to 2 <input type="checkbox"/> No.
2 Summarise outcomes of any risk assessment undertaken to determine the level and nature of risk, and the risk controls to safeguard health, safety and / or wellbeing.	Word limit – [250] words

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**Tender Response—Part D2
Proposal - References****Referee #1**

Company Name	
Postal Address	
Street Address	
Contact Person	
Position/Title	
Telephone Number	
Email Address	
Nature of work performed	

Referee #2

Company Name	
Postal Address	
Street Address	
Contact Person	
Position/Title	
Telephone Number	
Email Address	
Nature of work performed	

Tender Response—Part D3 Proposal

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

Delete the following prior to submission of your tender response

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

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

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

Response to Evaluation Criteria

Your response against the Evaluation Criteria must be included below.

The information provided in Parts D1 and D2 of the Tender Response will be considered in the evaluation process in relation to the relevant evaluation criterion documented in Part B ‘Specification’.

In completing the following, Tenderers may rely on the information already provided in Parts D1 or D2 in relation to any criterion if the tenderer regards such information as satisfactorily addressing the relevant criterion. In such cases, Tenderers are to state ‘refer to information provided in Part D1 or D2’ against the relevant Criterion. Tenderers may however choose to provide additional information.

Criterion 1

Your response:

Word limit – [250] words

Criterion 2

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Your response:

Word limit – [250] words

Criterion 3

Your response:

Word limit – [250] words

Criterion 4

Your response:

Word limit – [250] words

Criterion 5

Your response:

Word limit – [250] words

Criterion 6

Your response:

Word limit – [250] words

Criterion 7

Your response:

Word limit – [250] words

Criterion?

Your response:

Word limit – [250] words

Price/Cost of proposal

To enable the viability of pricing to be evaluated, tenders must include an itemised budget with costing for each project stage and for the entire contract period, including any option periods.

If the prices included in the tender vary over the contract period, the tender must also include the factors and reasons for these price variations.

All prices must be GST inclusive (where applicable) and in Australian dollars.

All Tenders must remain open for acceptance for a minimum of 120 days from the Closing Time.

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

Drafting Note: (to be removed OR amended prior to publishing):

A table may be used to display costing for specific purposes. This should be structured to allow unit output prices to be calculated for comparison with benchmarks and establishment of a uniform basis for comparison against other tenders and / or to enable tenderers to include pricing for a range of options to reflect potential outcomes. The following are **EXAMPLES ONLY**: delete or replace with a table to suit your specific needs.

EXAMPLE 1:

Summary of Price/Costs			
Component/Stage	Year 1 (delete if not applicable) (\$)	Year 2 (delete if not applicable) (\$)	Year 3 (delete if not applicable) (\$)
Enter Component/Stage 1			

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Enter Component/Stage 2			
Enter Component/Stage 3 (etc.)			
Other costs, eg venue, travel, catering, other expenses – please detail (if applicable)			
Total Price:			

EXAMPLE 2:

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

EXAMPLE 3:

Proposed Project Costs Overview				
	E	Details of Rates Per Team Member (including GST)	Ad	Total Cost (including GST)
	\$		d	
	t		i	
	r		t	
	e		o	
	c		n	
			a	
			l	
			E	
			x	
			p	

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R e p o r t					
TOT A L					

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Tender Response—Part D4 Proposal - Disclosure of Contract Information

Tenderers are to note all requirements of the section 'Disclosure' in Part C 'Conditions of Tender', including:

In submitting its tender the tenderer accepts that the Department will publish (on the internet or otherwise) information including the name of the successful tenderer and the value of the successful tender together with the provisions of the contract generally.

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

Non-disclosure of contract provisions must be justified under the principles for exemption within Section 34(1) of the Freedom of Information Act 1982 (Vic), providing that information acquired by an agency or a Minister from a business, commercial or financial undertaking is exempt under the Act if the information relates to: trade secrets; or other matters of a business, commercial or financial nature and the disclosure would be likely to expose the undertaking unreasonably to disadvantage.

Trade secrets

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

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

Trade secrets not to be disclosed:

Unreasonable disadvantage

In determining whether disclosure of specific information will expose your business unreasonably to disadvantage, you should consider section 34(2) of the FOI Act. Broadly, you should consider whether:

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

Unreasonable disadvantage disclosure would cause

Department of Health**Request for Tender No. C3478****Tender Response—Part D5
Proposal - Acceptance of Terms & Conditions**

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

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

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

The Department will only consider departures that are:

- (a) indicated by the tenderer by signing or initialling the ‘Non-Acceptance’ column of the table below; and
- (b) set out in a tabulated Statement of Departures (to be attached to the tender response) with an explanation of why the part of the RFT is not accepted.

The Department is not obliged to consider departures that are provided or set out otherwise than in the manner described above, including departure(s) related to the Department Agreement identified by the tenderer after the closing time of tenders.

Acceptance of Conditions / Statement of Departures		
Part	Acceptance (initial)	Non-Acceptance (initial, and attach tabulated Statement of Departures)
Part A: General Information for Tenderers		
Part B: Tender Specifications		
Part C: Conditions of Tender		
Part D: Tender Response Schedules (1 to 4)		
Attachment 1: Ethical Employment Statement		
Attachment 2: Department Agreement		

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

Attachment 1 Ethical Employment Statement (EES)

Note to tenderers:

While this EES need only be completed by shortlisted tenderers when requested to do so, tenderers may complete this EES and submit with your tender – to avoid any delays during the evaluation process.

Name of the tenderer:		
ABN of the tenderer:		
Name of the Department:	Department of Health	
Tender Number:		
Description of the tender:		
Date of submission of this Statement:		

Ethical Purchasing Policy (EPP)

For a tender process to which the EPP applies, shortlisted tenderers (or, where there is no shortlisting, such tenderers as determined by the Department) are required to complete an ESS. These EESs will be used to assess whether shortlisted tenderers satisfy the ethical employment standard.

The **ethical employment standard** is the requirement for businesses that supply or propose to supply goods and services to the Victorian Government to demonstrate to the reasonable satisfaction of the Department, and in accordance with the requirements of the EPP, that the relevant contracting or tendering entity meets its obligations to its employees under **Applicable Industrial Instruments and Legislation** at the time a contract is awarded and continues to meet such obligations during the term of that contract.

Details of Applicable Industrial Instruments and Legislation are set out in the EPP located at www.vgpb.vic.gov.au.

When notified by the Department, shortlisted tenderers are required to complete this EES within the timeframe specified by the Department.

The Department may request further details about the information provided by the tenderer in this EES.

The State will not enter into contracts with tenderers that do not satisfy the ethical employment standard. Such tenderers will be disqualified from the tender process and their names will be placed on a register maintained by the Department of Treasury and Finance (the **Ethical Employment Reference Register**) for a period of 24 months from the date the tenderer is disqualified from the tendering process.

The tenderer will be informed if, in the assessment by the Department, it has failed to satisfy the ethical employment standard before disqualification occurs. The tenderer will have an opportunity to provide additional information at that time.

Definitions

Full Details means details of:

- the nature of the breach or offence or alleged breach or offence;
- any conviction recorded or adverse finding made in respect of the breach or offence;
- any penalty or orders imposed by a court, tribunal, commission or board in respect of the breach or offence and the maximum penalty that could have been imposed under the Applicable Industrial Instruments and Legislation;
- the name of the court, tribunal, commission or board, the State or Territory in which the proceeding or prosecution was brought, the date on which the proceeding or prosecution was commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, commission or board;

- the name of the entity against which the finding or conviction was made or the proceeding or prosecution was initiated; and
- further information about any of the above, if required by the Department.

Tendering entity means:

- the legal entity (individual or company) that will enter into a contract with the State at the end of the tender process. Partnerships, unincorporated joint ventures or consortia planning to enter into a contract with the State will need to complete an EES for each entity forming part of the bidding team.

Ethical Employment Statement

1. Provide details of any industrial instrument (award or agreement) that specifically applies to the employees of the tendering entity and is binding on it (applicable industrial instruments).

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2. Provide full details of any findings against the tendering entity by a court, tribunal, commission or board of a breach of an applicable industrial instrument, including a finding of a breach in a non-confidential consent order, in the preceding 24 months.

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3. Provide full details of any convictions under the following legislation (applicable legislation) in the preceding 24 months:

- *Dangerous Goods Act 1985* (Vic)
- *Equipment (Public Safety) Act 1994* (Vic)
- *Long Service Leave Act 1992* (Vic)
- *Occupational Health and Safety Act 2004* (Vic)
- *Outworkers (Improved Protection) Act 2003* (Vic)
- *Fair Work Act 2009* (Commonwealth)
- Any other legislation designated by the Victorian Government as applicable legislation under the Ethical Purchasing Policy from time to time.

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4. Provide full details of any current proceedings or prosecutions in respect of a breach of an applicable industrial instrument or an offence under applicable legislation.

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5. Provide details of remedial measures implemented to ensure future compliance with applicable industrial instruments and applicable legislation.

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Endorsement

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

**Attachment 2
Department Agreement (attached as a separate document)**

The Department's Agreement is included for reference only.

DRAFT