



Australian Government

Department of Health and Ageing

RFT 125/0304

REQUEST FOR TENDER

EVALUATION OF THE MENTAL HEALTH: MORE OPTIONS, BETTER SERVICES INITIATIVE

DEPARTMENT OF HEALTH AND AGEING

LODGEMENT OF TENDERS

Tenders must be lodged by "Closing Time" (2pm local Canberra time on Friday 16 April 2004). Tenders should be in a sealed envelope, marked and delivered as follows:

For hand delivery:

RFT 125/0304 -
Closing Date Friday 16 April 2004
Tender Box
Department of Health and Ageing
Ground Floor, B Block, Penrhyn House,
Bowes Street
WODEN ACT 2606

For postal delivery:

RFT 125/0304 -
Closing Date Friday 16 April 2004
Tender Box (Mail Drop Point 53)
Department of Health and Ageing
GPO Box 9848
CANBERRA ACT 2601

COPIES REQUIRED

Tenderers shall lodge one (1), unbound, A4, original of their tender, marked "ORIGINAL" and accompanied by supporting documentation such as brochures, handbooks and the like. Additionally, four (4) copies of a tender and four (4) copies of any supporting documents are also to be provided.

FAX TENDERS (Refer Part A, clause 3)

Faxed tenders generally will not be accepted.

LATE TENDERS

Late tenders generally will not be accepted. Refer Part A, clause 3

CONTACT OFFICER

Contact for all enquiries relating to this RFT: Ms Colleen Krestensen (02) 6289 3698.

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PART A – CONDITIONS OF TENDER

1. INVITATION

- 1.1. Tenderers are invited to make an offer ("Tender") that meets the requirements of this Request for Tender (RFT).
- 1.2. Please read all parts of this RFT carefully. Any tenders that are not submitted according to this RFT may be excluded from consideration.
- 1.3. This RFT is expressly not a contract between the Commonwealth and the tenderer. Nothing in this RFT nor in any tender is to be construed as to give rise to any contractual obligations, expressed or implied.
- 1.4. The Commonwealth reserves the right to stop or vary the tender process, or re-tender, at any time. Any variation to the original RFT will be given the same distribution as the original RFT.

2. ENQUIRIES BY TENDERERS

- 2.1. All enquiries by potential tenderers for information should be addressed only to the nominated contact officer named on the cover page of this RFT.
- 2.2. Tenderers may seek clarification of the meaning of this RFT from the contact officer named on the cover page. The Commonwealth may respond to requests for clarification either orally or in writing (including by faxed notice or by e-mail by special arrangement). However, if the tenderer wants to rely on the Commonwealth's response the tenderer must request that the Commonwealth provide the response in writing.
- 2.3. Where, in the opinion of the Commonwealth, further information provided to one potential tenderer should be provided to all potential tenderers, such information will be given the same distribution as the original RFT.

3. LODGEMENT OF TENDERS

- 3.1. Tenders must be lodged in the tender box at the address and by the Tender Closing Time shown on the cover page of this RFT.
- 3.2. Tenders lodged after the Tender Closing Time shall be deemed to be late and shall only be admitted for consideration at the discretion of the Commonwealth and only in exceptional circumstances (for example, where the late lodgement was for reasons beyond the tenderer's control). The Commonwealth's decision to consider a late tender or to exclude it from consideration is final. No correspondence will be entered into in relation to the Commonwealth's decision to accept or reject a late tender.
- 3.3. Due to problems encountered with verification of origin and guarantee of receipt, tenders transmitted by e-mail will not be accepted.
- 3.4. Tenders may be deposited by hand in the tender box or sent as a postal article for placement in the tender box. Tenders may only be lodged by facsimile where this option is clearly stated on the cover page of this RFT.
- 3.5. Where it is indicated that facsimile tenders are acceptable, the tenderer must phone the Tender Box Custodian of the Department of Health and Ageing on (02) 6289 5839 to make arrangements for the transmission.
- 3.6. A tender lodged by facsimile transmission must comprise the complete tender submission and have been completely transmitted, in accordance with the advice of the Tender Box Custodian, by the Tender Closing Time.

- 3.7. A tender will be deemed to have been received upon receipt by the tenderer of an acknowledgment, generated by the transmitting facsimile machine, that the tender has been properly transmitted to the correct facsimile machine. The Department of Health and Ageing accepts no responsibility for advising the tenderer of any incomplete or illegible pages.
- 3.8. If, for whatever reason, the facsimile transmission of a tender is completed after the Tender Closing Time, the tender shall be regarded as a late tender. (Tenderers are responsible for allowing sufficient time for the successful transmission of the complete tender.)
- 3.9. Where a tender has been lodged by facsimile transmission, the tenderer must lodge the number of copies of the original tender and supporting documents (as detailed on the front page of this RFT) in the tender box at the address shown on the front page of this RFT within 48 hours of the Tender Closing Time. Failure to do so may result in the exclusion of the tender from consideration.
- 3.10. Where there is a discrepancy between the contents of tender transmitted by facsimile and the tender lodged in the tender box, the contents of the tender transmitted by facsimile will constitute the tender and will prevail (and it shall be taken to be the complete tender).

4. ALTERATIONS, ERASURES, ADDITIONAL INFORMATION OR ILLEGIBILITY

- 4.1. Before lodgement of tenders, the tenderer must initial any alterations or erasures made to a tender.
- 4.2. If the tenderer becomes aware of any discrepancy, error or omission in the tender response after lodgement and wishes to lodge a correction or additional information, that material must be in writing and lodged in accordance with the above provisions and prior to the Tender Closing Time.
- 4.3. Any tenders in which prices are not clearly and legibly stated may be excluded from consideration.

5. OWNERSHIP OF TENDER DOCUMENTS

- 5.1. All tender documents will become the property of the Commonwealth on lodgement.
- 5.2. Intellectual property rights in the tender do not pass to the Commonwealth with the property in the tender itself. However the Commonwealth is licensed to use and copy any tender document to the extent necessary to conduct an efficient selection process.

6. TENDER VALIDITY PERIOD

- 6.1. Offers shall remain open for acceptance for 90 days from the Tender Closing Time specified on the cover page of this RFT.

7. COMPLIANCE

- 7.1. The tenderer will be taken to agree and comply with all conditions of all parts of the RFT unless the tenderer specifies otherwise and gives reasons for such.
- 7.2. A tender for part of the requirement may be considered non-compliant and therefore may be excluded from consideration.
- 7.3. Tenderers may choose not to comply with a condition or part of the Statement of Requirement (non-compliance). Tenderers shall detail the extent of and reasons for such non-compliance. However, as non-compliance will be considered during the evaluation of tenders, significant non-compliance may render a tender ineligible for further consideration.
- 7.4. Responses will be considered to be non-compliant, where tenderers in any way limit, qualify, confuse or make compliance conditional in their tenders.

8. LANGUAGE, MEASUREMENT AND CURRENCY

- 8.1. The tender, including all attachments and supporting material, must be written in English. Unless otherwise specified in the Statement of Requirement, measurement must be expressed in Australian legal units of measure. Prices must be in Australian dollars.

9. TENDERERS TO MEET COSTS

- 9.1. Tenderers are to meet all costs of responding to this RFT, including preparation, submission, postage, courier, lodgement and negotiation costs.

10. TENDERERS TO INFORM THEMSELVES

- 10.1. Tenderers are considered to have:
- (a) examined the RFT and any documents referred to in the RFT and any other information made available in writing by the Commonwealth to tenderers for the purpose of tendering;
 - (b) examined all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on their tenders;
 - (c) made all investigations, interpretations and conclusions in relation to the Commonwealth requirement as necessary or desirable in preparing their tender; and
 - (d) satisfied themselves as to the correctness and sufficiency of their tenders including tendered prices.
- 10.2. Tenderers acknowledge that except where expressly provided for in this RFT the tenderer does not rely on:
- (a) any statement, letter, document or arrangement whether oral or in writing or other conduct, or
 - (b) any warranty or representation made by or on behalf of the Commonwealth, as adding to or amending this RFT, but has relied entirely on its own inquiries and inspections.

11. IMPROPER ASSISTANCE AND COLLUSIVE TENDERING

- 11.1. It should be noted that the Department shall exclude from further consideration, tenders which have been compiled:
- (a) with improper assistance of employees or ex-employees of the Commonwealth, or any consultants or advisers to the Commonwealth;
 - (b) using information unlawfully obtained from the Commonwealth; or
 - (c) in collusion with other tenderers.

12. AUSTRALIAN AND NEW ZEALAND GOODS AND SERVICES

- 12.1. The Australian Government has directed Commonwealth agencies:
- (a) to give the fullest consideration in purchasing to Australian and New Zealand goods and services representing value for money;
 - (b) not to draw up purchasing requirements that exclude Australian or New Zealand goods and services that are suitable, or reasonably adaptable, to Commonwealth needs; and
 - (c) not to evaluate offers in a manner that is biased against Australian or New Zealand suppliers.
- 12.2. Suppliers who consider these directions are not being followed in relation to this RFT are asked to contact, in the first instance, the contact officer for this RFT.

13. AFFIRMATIVE ACTION

- 13.1. It is an Australian Government policy requirement that the Commonwealth and Commonwealth authorities do not acquire goods or services from a supplier who does not comply with the Equal Opportunity for Women in the Workplace Act 1999.
- 13.2. A tender from a tenderer who, at the Tender Closing Time, is named under the Act as having failed to comply with the Act, will not be considered, or further considered, unless within 14 days after the Tender Closing Time, the tenderer produces to the Commonwealth written confirmation from the Equal Opportunity for Women in the Workplace Agency that it currently complies with the Act.

14. DISCLOSURE OF INFORMATION

- 14.1. The Freedom of Information Act 1982 gives to members of the public rights of access to official documents of the Commonwealth Government and its agencies. The FOI Act extends as far as practicable the right of the Australian community to access information (generally documents) in the possession of the Commonwealth Government, limited only by exceptions and exemptions necessary for the protection of essential public interests and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.
- 14.2. The Commonwealth is required by law to publish summary details of most of its contracts and standing offer arrangements in the Commonwealth of Australia Gazette - Purchasing and Disposals and may publish other details in the public interest.
- 14.3. The Senate Order on Departmental and Agency Contracts, requires Commonwealth agencies to publish on their Internet sites; a report listing of all contracts with a value \$100,000 or more, whether each such contract contains any provisions requiring the parties to maintain confidentiality of any of the contract's provisions, or whether any provisions of the contract are regarded by the parties as confidential and a statement for the reasons for confidentiality.
- 14.4. Notwithstanding anything in this RFT, the Commonwealth reserves the right, in its absolute discretion and without any liability to any tenderer, to disclose, and/or to allow the disclosure of, at any time, any information contained in or relating to any tender to any Commonwealth department, agency, authority or Minister.

15. AUSTRALIAN NATIONAL AUDIT OFFICE

- 15.1 The attention of Tenderers is drawn to the *Auditor-General Act 1997 (Cth)*, which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.
- 15.2 In addition to the Auditor-General's powers under the *Auditor-General Act 1997 (Cth)*, if the Tenderer is chosen to enter into a contract, the Tenderer will be required to provide the Auditor-General or an authorised person, access to information, documents, records and [Agency] 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.
- 15.3 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997 (Cth)* on their participation in the Tender.

16. ACCEPTANCE OF TENDERS

- 16.1. The Commonwealth is not bound to accept the lowest priced tender or any tender. Tenderers whose tenders are not accepted will be notified.
- 16.2. The Commonwealth reserves the right to negotiate with any tenderer or tenderers, or to seek clarification of the contents of a tender from any tenderer.
- 16.3. No contract will be created in relation to a tender until the Commonwealth and the tenderer sign a formal contract based on the Draft Conditions of Contract.

PART B – STATEMENT OF REQUIREMENT

1. INTRODUCTION

The Health Priorities and Suicide Prevention Branch of the Australian Government Department of Health and Ageing is seeking tenders from organisations to evaluate the *Mental Health: More Options, Better Services* Initiative. The aim of the Initiative is to improve the quality of care provided through general practice to Australians with a mental health problem or disorder. In addition, the Initiative aims to increase the number of options and the quality of services available for people with a mental health problem or disorder. The Initiative has five components:

- education and training for General Practitioners (GPs);
- the 3 Step Mental Health Process;
- Medicare Benefits Schedule (MBS) item for GP Focussed Psychological Strategies;
- access to allied health services; and
- access to psychiatrist support.

2. BACKGROUND

The findings from a number of national and international research projects conducted throughout the 1990s positioned mental health as a major focus of health policy development and implementation. Data from the National Survey of Mental Health and Well-being (Australian Bureau of Statistics, 1997) showed that of the people who sought help for a mental health problem or disorder most contacted their GP in the first instance.

However, there are many obstacles that make it difficult for GPs to provide effective mental health care. Some of these obstacles include the necessity for longer consultations for people with mental health problems and the associated financial implications, insufficient training in mental health care and the difficulties GPs experience when trying to access services from other mental health care providers.

Mental Health: More Options, Better Services Initiative

The Australian Government has provided \$120.4 million over four years from 1 July 2001 to 30 June 2005 for the *Mental Health: More Options, Better Services* Initiative. The Initiative, which is now known as the *Better Outcomes in Mental Health Care* Initiative, was introduced as part of the Medicare Quality Package *Better Outcomes for Patients through General Practice*. The Initiative is improving the community's access to primary mental health services by providing better education and training for GPs and more support for them from allied health professionals and psychiatrists. The current status of the five major components of the Initiative is as follows:

1. **Education and training for GPs** is provided to familiarise GPs with the Initiative and to increase their mental health care skills and knowledge. The General Practice Mental Health Standards Collaboration at the Royal Australian College of General Practitioners has been established under the Initiative to be the adjudicating body responsible for establishing Standards and the accreditation of mental health education activities and/or training. Familiarisation training is available through the Divisions of General Practice.

Approximately 5,000 GPs have attended familiarisation training. A further 3,250 GPs are now registered to participate in the Initiative.

2. **The 3 Step Mental Health Process** rewards effective management of mental health problems by GPs through assessment, care planning and review. This component commenced on 1 July 2002. GPs who have completed the required training receive a sign on payment with the Health Insurance Commission (HIC) for the Initiative and then a Service Incentive Payment of \$150 upon completion of each 3 Step Mental Health Process. As at 30 September 2003, GPs have delivered 11,377 3 Step Mental Health services.
3. The Medicare Benefits Schedule provides new items for GPs to deliver **Focussed Psychological Strategies (FPS)**. This component commenced on 1 November 2002. GPs are required to have appropriate training for the provision of FPS and be registered with the HIC. Approximately 500 GPs have now registered with the HIC and are eligible to be remunerated for the provision of FPS. As at 30 September 2003, 2,700 patients had been provided with this care by their GP.
4. **Access to allied health services** enable GPs registered with the Initiative to access FPS from allied health professionals to support their patients with mental health problems. This component is rolling out through Divisions of General Practice as fundholders. Sixty-nine projects covering 76 Divisions of General Practice are currently being funded in 2003-04. The funding available for the access to allied health services reaches its ongoing level of approximately \$12 million in 2004-05.
5. **Access to psychiatrist support.** Changes to the case conferencing component of the Enhanced Primary Care MBS items for consultant physicians from 1 May 2002 and November 2002 support psychiatrists to participate in case conferencing. A service has recently commenced that provides GPs with access to advice from psychiatrists in an urgent situation.

3. CONTEXT

As the Initiative received funding in the 2001-02 Budget, an evaluation is required under Department of Finance and Administration rules by September 2004.

A national evaluation framework for the Initiative has been developed, entitled *A national evaluation framework for the Better Outcomes in Mental Health Care initiative*. A diagram of this framework and hierarchy of desired outcomes for the Initiative, indicating outputs, impacts and outcomes is contained in the framework (Attachment A). The national evaluation framework will be a guide to the evaluation and a copy will be provided to the successful tenderer.

The Initiative commenced in response to growing evidence of the burden of high prevalence disorders (Murray and Lopez, 1996) and in the context of primary health care developments under the Second National Mental Health Plan (1998-2003). Whilst the purpose of the evaluation is to explain the appropriateness, effectiveness and efficiency of the Initiative, consideration of the context in which the Budget Initiative commenced will be essential.

4. OBJECTIVES

The Department is seeking a Contractor to establish the extent to which the Initiative has achieved its objective and identify whether or not previously identified needs have been met.

The Initiative provides more appropriate remuneration for focused diagnosis and care of patients presenting to GPs with mental health problems. The aims of the initiative are to:

- encourage better identification and informed clinical care for mental health patients through financial support to GPs;
- provide GPs with quality education and training, and access to additional allied mental health support;
- provide new MBS items to allow appropriately trained GPs to provide mental health counselling to patients; and
- provide a new MBS item for psychiatrists to provide consultancy assistance to GPs in emergency situations.

In order to improve the quality of mental health services, and community access to these services, the Initiative aims to ensure GPs have access to:

- better remuneration for the provision of mental health care services;
- education and training in mental health care; and
- support from other mental health care providers.

The Contractor will be required to analyse data and consult with stakeholders to establish the *appropriateness, effectiveness and efficiency* of the Initiative.

Is the Initiative appropriate?

The evaluation should describe the community need and/or objectives identified and agreed by the Government at the time of the program's initiation and establish:

- the extent to which the program is currently consistent with Government priorities (provide evidence of the Government's initial and any recent announcements);
- the nature and extent of any continuing community need or problem that needs to be addressed;
- alternative strategies available to address the need or problem, and any implications for future delivery of the program; and
- the likely consequences of not addressing the need or problem.

Identify any related or similar State/Territory government programs and establish:

- the extent to which the identified community need is addressed by the State/Territory government programs;
- the degree of any overlap between the Commonwealth and State/Territory programs; and
- the potential for integrating or aligning the Commonwealth and State/Territory programs.

Also, the evaluation should comment on, amongst other issues, the appropriateness of:

- the design of the Initiative;

- the remuneration, education and training, and support for GPs provided under the Initiative;
- the extent to which the program has been able to meet special needs within the community, such as the needs of Aboriginal and Torres Strait Islander people; and
- the administrative impact of the Initiative on GPs, in the context of the work of the Red Tape Taskforce.

Is the Initiative effective?

The evaluation should address:

- the program's achievements;
- the extent to which the program achieved desired impacts (outcomes) for the community (whether the program addresses the need or problem);
- any unintended consequences (positive or negative); and
- linkages between the lapsing program and other programs both within and outside the portfolio and, in particular, the related initiatives available for the management of asthma, diabetes and cervical cancer. These are also being evaluated in 2004.

Also, the evaluation should comment on, amongst other issues, the effectiveness of the approach taken to implementation of the Initiative.

Is the Initiative efficient?

The evaluation must provide evidence of the program's efficiency, namely:

- the extent to which departmental and program inputs have been minimised, or outputs maximised, in achieving the program's intended products and services;
- whether there has been optimal take-up of various components of the Initiative;
- the impact of the program on costs borne by the community, clients and other governments;
- trends over time in the ratio of administrative to program costs; and
- instances where there have been delays in implementation of the program.

The evaluation should also consider the efficiency of the Allied Health Services Projects by commenting on:

- whether or not the Projects have been an efficient way for GPs to obtain support from allied health professionals;
- whether or not some Project models are more efficient in terms of unit costs of service delivery, taking into account what can be implemented in different locations; and
- the Project models that have been able to optimise service delivery as proportion of total budget.

5. REQUIREMENT

The Contractor will employ an appropriate methodology, using a research design that is practicable yet of the greatest possible rigour allowable within time, contextual and resource constraints. Limited information will be available on some components of the Initiative because of slow implementation. However, the Contractor will need to focus on early results and issues and incorporate an appropriate design methodology to capture the outcomes.

The evaluation of the Initiative should be undertaken in two stages. The first stage will include analysis of the data available under the Initiative and consideration of the views on the Initiative from a small number of key groups and organisations. The first stage will conclude with the presentation of an Interim Report.

The second stage of the evaluation will involve the collection and analysis of broader qualitative data and assess the success of the Initiative, measure the impact on participants and determine the *appropriateness*, *effectiveness* and *efficiency* of the Initiative. The second stage of the evaluation will be presented in the Final Report. It is intended that the evaluation Final Report summary will be available for public release.

First Stage

The first stage of the evaluation will include:

- the development of a project plan including a stakeholder management plan;
- the development of key indicators based on the framework against which to collect data on the *appropriateness*, *effectiveness* and *efficiency* of the Initiative, to be submitted in a Preliminary Report two weeks after signing the contract; and
- the collection and analysis of data available against these indicators.

The first stage will also involve limited consultation around the *appropriateness*, *effectiveness* and *efficiency* of the Initiative with members of the groups and organisations listed below.

When selecting data sources for the first stage of the evaluation the Contractor should refer to the *National evaluation framework for the Better Outcomes in Mental Health Care initiative* and also consider analysis of additional qualitative data.

Groups and Organisations to be Consulted

The Contractor will seek initial input to the evaluation from the following groups and organisations:

- member organisations of the Better Outcomes Implementation Advisory Group; and
- member organisations of the Better Outcomes Evaluation Working Group.

The first stage will conclude with the provision of:

- an Interim Report containing the analysis of the data and the views canvassed from the initial consultations with the above groups and organisations; and
- a summary report no longer than five pages providing interim findings around the *appropriateness*, *effectiveness* and *efficiency* of the Initiative.

Second Stage

The second stage of the evaluation will commence after completion of the first stage and will include the collection and analysis of broader qualitative data and assess the success of the Initiative, measure the impact on participants and determine the *appropriateness*, *effectiveness* and *efficiency* of the Initiative. The second stage will draw conclusions on the Initiative, with consideration of the context in which the Initiative was introduced.

The Contractor is required to consult with:

- a cross-section of GPs from different geographical regions who have participated in the Initiative;
- approximately 20 percent of Access to Allied Health Services projects, with representation from each of the three funding rounds and a geographical spread across Australia being essential;
- a number of patients, and where appropriate carers, who have participated in the Initiative;
- health workers providing services to Aboriginal and Torres Strait Islanders and/or Aboriginal Medical Services involved with the Initiative;
- a number of allied health professionals who have participated in the Initiative; and
- a number of psychiatrists who have participated in the Initiative.

The Contractor must also consult with:

- consumer organisations;
- State and Territory Divisions of General Practice Development and Liaison Officers;
- National Primary Mental Health Care Coordinator;
- Australian Divisions of General Practice;
- Australian Psychological Society;
- beyondblue;
- Royal Australian and New Zealand College of Psychiatrists;
- General Practice Mental Health Standards Collaboration;
- Rural Doctors Association of Australia;
- Australian Medical Association;
- Royal Australian College of General Practitioners; and
- other relevant professional organisations.

The analysis of the information should address the impact the Initiative has had on:

- GPs registered with the Initiative;
- patients accessing services through GPs and allied health professionals;
- allied health professionals engaged with the Initiative; and
- psychiatrists working with GPs under the Initiative.

Also, the analysis should include:

- the incentives/disincentives of the Initiative for each of the groups mentioned above;
- the reasons for participation/non-participation in the Initiative for each of the groups mentioned above;

The deliverable from the second stage of the evaluation will be the Final Report, including an *executive summary, key findings and conclusions* of the evaluation.

6. TIMEFRAMES

The Contractor is required to submit a Project Plan for the evaluation based on the following requirements:

- the provision of a Preliminary Report two weeks after signing the contract, containing the following:
 - key indicators
 - stakeholder management plan;
- the provision of an Interim Report and summary by 9 July 2004;
- the Final Report including recommendations and summary 10 September 2004; and

The Project Plan should include milestones, provision for monthly progress briefings and deliverables for the three reports. The timeframes may need to be reviewed during contract negotiations.

7. REPORTING REQUIREMENTS

The Contractor will be required to provide high quality reports suitable to be provided to other government agencies as evidence of the value of the Initiative. The reports and summaries must be provided by the dates specified in Section 6 - Timeframes above. The Department requires four bound copies and an unbound copy of the reports and summaries. Plus, at the completion of each report, an electronic copy in *Word* format must be submitted to the Department.

8. COMMUNICATION ISSUES

The Contractor will be required to have good oral communication skills as he/she will be required to liaise with professional groups, GPs and allied health professionals to obtain their input on the value of the Initiative.

9. CULTURAL, COMMUNITY OR ORGANISATIONAL ISSUES

In gathering information on the value of the Initiative, the Contractor will also be required to seek the input from health workers providing services to Aboriginal and Torres Strait Islanders and/or Aboriginal Medical Services involved with the Initiative, having consideration for cultural issues and requirements.

10. CONFIDENTIALITY ISSUES

The successful tenderer will be required to ensure that the confidentiality and privacy of individuals who provide input (either verbally or in writing) on the value of the Initiative and their participation in the Initiative are protected.

Any confidential Commonwealth material the Contractor regards as part of undertaking the consultancy must remain confidential. The Contractor will be required to sign an agreement regarding confidentiality under the secrecy provisions of the Health Insurance Act 1973 (Section 130).

Tenderers should indicate any element of their tender which may become part of any subsequent contract, which they regard as confidential and provide reasons for them.

12. RECORDS AND RECORD KEEPING

Tenderers are advised that the Commonwealth is reviewing its current policy and practices regarding Commonwealth records and record keeping practices, particularly where the Commonwealth would be obliged to pass Commonwealth records ('Commonwealth Material' as defined in the attached Contract) to Service Providers to enable them to perform their services or where the Service Provider may create records (eg 'Contract Material' as defined in the attached contract) in the performance of its services.

Tenderers should be familiar with the requirements of record keeping in an outsourced environment, particularly the National Archives publication 'Records Issues for Outsourcing'. Copies can be downloaded from <http://www.naa.gov.au/recordkeeping/disposal/authorities/gda/pdf/gda25.pdf>

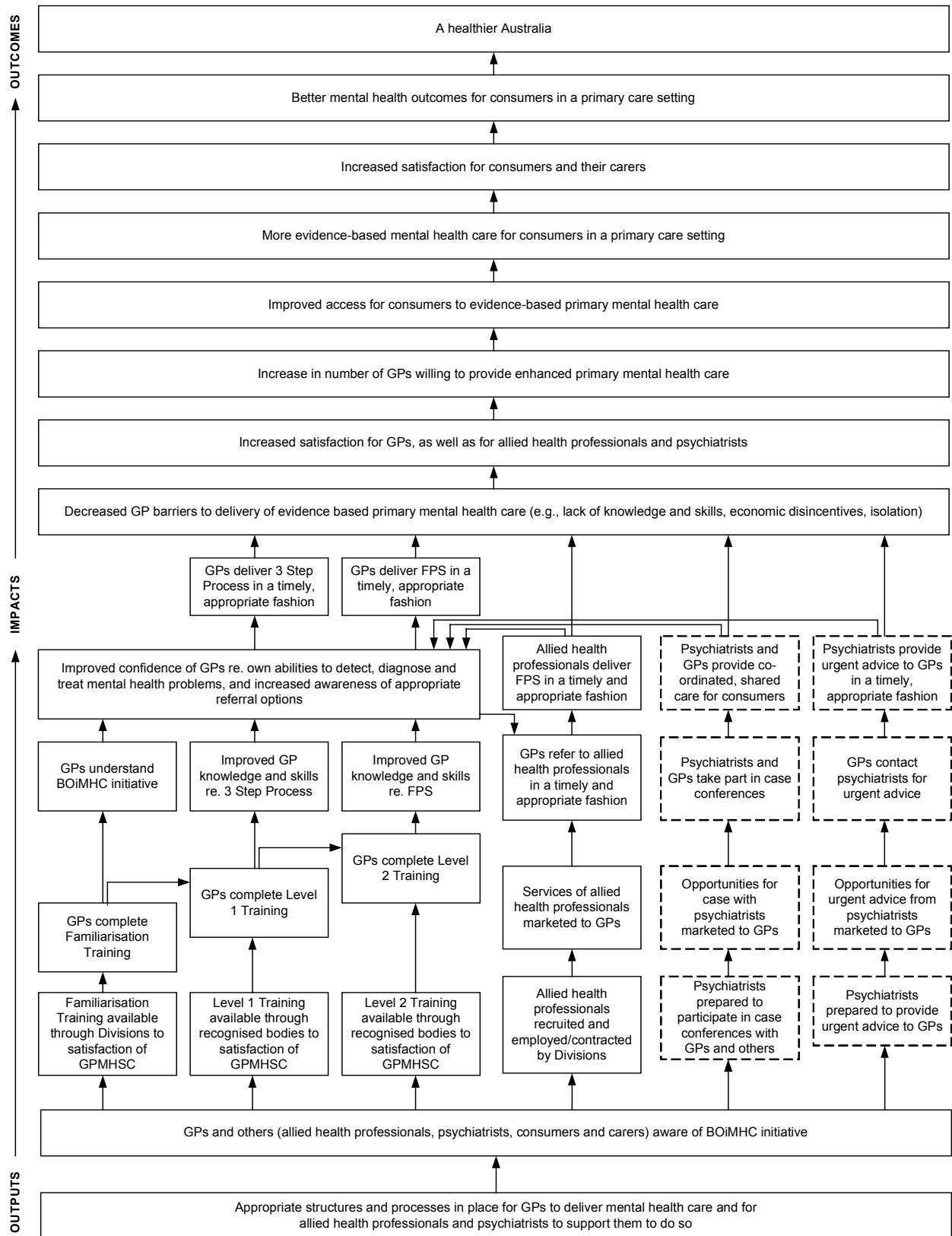
13. ELECTRONIC COMMERCE INITIATIVE

As part of this Department's adoption of electronic commerce principles, the Department has a preference to make all payments by electronic funds transfer (EFT). Tenderers are required to advise their acceptance of the use of EFT.

Reference

Murray, CJL, & Lopez, AD (1996). *The global burden of disease: a comprehensive assessment of mortality and disability from diseases, injuries and risk factors in 1990 and projected to 2020*. Boston: Harvard School of Public Health.

Hierarchy of outcomes for the Better Outcomes in Mental Health Care initiative



PART C – EVALUATION PROCESS AND RESPONSE FORMAT

1. EVALUATION METHOD

- 1.1. A Tender Evaluation Committee consisting of representatives from the Commonwealth Department of Health and Ageing and members of the Evaluation Working Group established under the Better Outcomes Implementation Advisory Group will conduct the evaluation of tenders.
- 1.2. The Commonwealth proposes to use the following evaluation process:

*Evaluation steps should be tailored to suit the individual tender. Care should be taken in selecting evaluation steps as **the tender process must be followed in accordance with those steps.** The following are examples of some that can be used*

- (a) An initial assessment will be conducted of the extent to which tenders comply with the requirements of the RFT;
- (b) A detailed assessment of compliant tenders against the evaluation criteria to assess value for money;
- (c) Recommendation of a shortlist;
- (f) The preferred tenderer(s) may be required to meet with the Tender Evaluation Committee to review the project methodology, deliverables and timeframes.
- 1.3. The recommendation of the Tender Evaluation Committee will need to be approved by a departmental delegate prior to entering into a formal contract.

2. TENDER EVALUATION CRITERIA AND INFORMATION REQUIRED FROM TENDERERS

- 2.1. In evaluating tenders, the Commonwealth will take into account the following tender evaluation criteria in its consideration of value for money. They are not listed in any particular order of priority.
- 2.2. In preparing their response, tenderers must ensure their tenders clearly address the tender evaluation criteria. Tenderers should include, but should not be limited to, providing the information aligned with each of the criteria in the table below.
- 2.3. Please note that any tender that does not provide all required information or which contains false or misleading information may be excluded from consideration.

The following are examples only, however the Major Criteria will suit most situations .

COMPLIANCE CRITERIA	INFORMATION TO BE SUPPLIED
(a) RFT compliance	A statement declaring any partial compliance or non-compliance with any clauses of the RFT (including draft conditions of contract) stating reasons and alternatives where appropriate.
(b) Conflict of interest	A statement declaring any conflict of interest or potential conflict of interest that would exist if the tenderer was contracted.
(c) Confidentiality Provisions	Indicate any provisions in the draft contract, and any elements of your proposal which would become part of any subsequent contract, which you would regard as confidential and provide reasons for them (<i>as specified in Part B, item 11 CONFIDENTIALITY ISSUES</i>).
(d) Tenderer's information	<ul style="list-style-type: none"> • Your name and corporate status, including registration number if applicable • Australian Business Number for GST purposes.

	<ul style="list-style-type: none"> • If registered with the Australian Securities and Investments Commission, any Australian Company Number or Australian Registered Body Number • If registered under State or Territory legislation, any registered business name or association name • Any date and place of incorporation • If a partnership, the name of the partnership and the names/addresses of the partners • Registered office (if applicable) • Principal place of business • Any Internet address for your business • Details for your representative during the tender process, including <ul style="list-style-type: none"> - Name and title - Postal and physical address - Telephone and facsimile numbers, and - E-mail address • The officer who approves the tender (by signature) must have the authority to be able to bind the company/organisation.
(e) Tender lodgement requirements	<ul style="list-style-type: none"> • Meet the deadline for lodgement and provide the correct number of copies in the format requested.

EVALUATION CRITERIA	INFORMATION TO BE SUPPLIED
Achieving the Requirement:	
(a) The extent to which the tender meets the Statement of Requirement.	<ul style="list-style-type: none"> • An executive summary of the offer/proposal in less than two pages • Detailed description of the methodology proposed • Project Plan (including proposed milestones and completion dates) • Quality or performance criteria which are appropriate to indicate success and/or progress of the project tasks
(b) Understanding of cultural, community and organisational sensitivities relevant to the assignment.	A statement indicating that your organisation has an understanding of cultural, community and organisational issues relevant to the assignment.
Tenderer's Capacity and Infrastructure:	
(a) Appropriate experience and skills of key personnel and support personnel, including experience in relation to mental health and general practice	Brief curriculum vitae of all specified personnel proposed for this project and details of their allocation to project tasks. Information should be included on previous experience in mental health, primary care, work with mental health consumers and carers, and qualitative and quantitative evaluations.
(b) Availability of key personnel at the time required.	A description of any current commitments the nominated personnel are likely to have that may conflict with their availability at the time required.

(c) Backup available to key personnel, including guidance available from senior Consultants.	Identification of backup personnel and senior consultants available for guidance.
(d) Previous performance on comparable projects, indicating the tenderer's dependability and quality of work.	References relating to recently undertaken, comparable projects, including; <ul style="list-style-type: none"> - Project summaries, - Organisations, - Contact details, and - Examples of previous work produced.
Whole of Project Costs:	
(a) The estimated total cost to the Department of completing the project.	<ul style="list-style-type: none"> • Itemised budget information and proposed payment schedules detailing all fees, prices and charges related to each milestone or deliverable of the project • Travel Costs (itinerary, duration etc). • Any additional costs to be incurred by the Department in support of the proposed contract.

CONTRACT

This Contract is made between the

COMMONWEALTH OF AUSTRALIA ('the Commonwealth') for the purposes of this Contract represented by and acting through the Department of Health and Ageing ('the Department')

and

[Insert full details of Contractor appropriate to the type of legal entity involved see the document titled "Clause Commentary" (under the heading 'Parties to the Contract' at the beginning of the document) for help with deciding what details need to be inserted]

('the Contractor')

PURPOSE

- A The Commonwealth requires the provision of certain services to the Department as specified in the Schedule.
- 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 and dated
- C The Commonwealth has agreed to engage the Contractor to provide the Services upon the terms and conditions contained in this Contract.

OPERATIVE PART

1. INTERPRETATION AND OPERATION OF CONTRACT

1.1 In this Contract, unless the contrary intention appears:

'Commonwealth Material' means any Material provided by the Commonwealth to the Contractor for the purposes of this Contract, or derived at any time from the Material so provided;

'Confidential Information' means information that:

- (a) is by its nature confidential and the Contractor knows or ought to know is confidential; or
- (b) is designated by the Commonwealth as confidential;

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this 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 the Commonwealth; or
- (f) has been independently developed or acquired by the Contractor;

'Contract Material' means all Material:

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

'Contractor' includes the officers, employees, agents and subcontractors of the Contractor;

'Department' includes any department or agency of the Commonwealth of Australia which is from time to time responsible for the administration of this Contract;

'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;

'Material' includes documents, equipment, software (including source code and object code), goods, information and data stored by any means;

'Personal Information' means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

'Project Officer' means the person specified by name or position in Item J [*Project Officer*] or any substitute notified in writing to the Contractor;

'Services' means the services described in Item A [*Services*] and includes the provision to the Commonwealth of the Material specified in Item B [*Required Contract Material*]; and

'Specified Personnel' means the personnel specified in Item I [*Specified Personnel*] (whether employees or subcontractors or otherwise) as personnel required to perform all or part of the work constituting the Services.

1.2 In this Contract, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words importing persons include a partnership and a body whether corporate or otherwise;
- (c) words in the singular include the plural and words in the plural include the singular;
- (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) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth of Australia as amended or replaced from time to time;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (h) reference to an Item is to an Item in the Schedule;
- (i) the Schedule and any attachments form part of this Contract;
- (j) where any conflict arises between the terms and conditions contained in the clauses of this Contract and any part of the Schedule (and attachments if any), the terms and conditions of the clauses prevail;
- (k) where any conflict arises between any part of the Schedule and any part of an attachment, the Schedule prevails; and
- (l) reference to the Schedule (or an attachment) is a reference to the Schedule (or an attachment) to this Contract.

1.3 This Contract records the entire agreement between the parties in relation to its subject matter.

- 1.4 No variation of this Contract is binding unless it is agreed in writing between the parties.
- 1.5 Any reading down or severance of a particular provision does not affect the other provisions of this Contract.
- 1.6 The laws of the Australian Capital Territory apply to this Contract.
- 1.7 The Contractor cannot assign its obligations, and agrees not to assign its rights, under this Contract without, in either case, prior approval in writing from the Commonwealth.
- 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 Commonwealth.

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 Commonwealth and industry standards and guidelines specified in Item C [*Standards and Best Practice*];
 - (b) ensure that the Services and Contract Material are fit for the purpose for which they are provided;
 - (c) comply with the time frame for the performance of the Services specified in Item D [*Time-frame*]; and
 - (d) liaise with the Project Officer, provide any information the Project Officer may reasonably require, and comply with any reasonable directions of the Project Officer.

3. FEES, ALLOWANCES AND ASSISTANCE

- 3.1 The Commonwealth agrees to:
 - (a) pay the fees specified in Item E [*Fees*];
 - (b) pay the allowances and meet the costs specified in Item F [*Allowances and Costs*]; and
 - (c) provide the facilities and assistance specified in Item G [*Facilities and Assistance*].
- 3.2 The Commonwealth will be entitled, in addition to any other right it may have, to withhold any payment of fees or allowances until the Contractor has completed to the satisfaction of the Commonwealth that part of the Services to which the payment relates.
- 3.3.1 The Contractor agrees to submit invoices for payment in the manner specified in Item H [*Invoice Procedures*] and clause 4 [*Taxes, Duties and Government Charges*].

4. TAXES, DUTIES AND GOVERNMENT CHARGES

- 4.1 Subject to this clause, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with this Contract will be borne by the Contractor.
- 4.2 The provisions of this clause in respect of GST apply where the Contractor is registered, or is required to be registered for GST.
- 4.3 The goods, services and other supplies made by the Contractor under this Contract are Taxable Supplies within the meaning of the GST Law.

- 4.4 The Contractor will issue the Commonwealth 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 3.3.
- 4.5 The amounts payable by the Commonwealth to the Contractor, as determined under clause 3 [Fees, Allowances and Assistance], 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.
- 4.6 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.
- 4.7 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).
- 4.8 For the purposes of this clause 4, '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 and any applicable rulings of the Australian Taxation Office.

5. SUBCONTRACTORS

- 5.1 The Contractor agrees that any subcontractor specified in Item A will perform work in relation to the Services in accordance with this Contract.
- 5.2 Except as provided for in this Contract, the Contractor agrees not to enter into any arrangement (including without limitation any subcontract) with another party in relation to the performance of the Services, unless the Contractor is satisfied:
- (a) that the arrangement facilitates compliance by the Contractor with its obligations under this Contract;
 - (b) that the arrangement in no way conflicts with or detracts from the rights and entitlements of the Commonwealth under this Contract; and
 - (c) that such party is financially viable and has the relevant expertise necessary for the proper performance of the activity in question.
- 5.3 In any arrangement referred to in clause 5.2 the Contractor agrees to secure for itself a right to terminate any arrangement on terms no less favourable than those accorded the Commonwealth by clauses 19 and 20, in the event of this Contract being terminated.
- 5.4 Where a subcontractor specified in Item A is unable to perform the work, the Contractor agrees to notify the Commonwealth immediately.
- 5.5 Where clause 5.4 applies, the Commonwealth may request the Contractor to arrange for a replacement subcontractor acceptable to the Commonwealth at no additional cost and at the earliest opportunity.
- 5.6 If the Contractor does not comply with any request made under clause 5.5 the Commonwealth may terminate this Contract in accordance with the provisions of clause 20 [*Termination for Default*].
- 5.7 Except as specified in Item A, the Contractor agrees not to subcontract the performance of any part of the Services without the prior approval in writing of the Commonwealth.
- 5.8 The Commonwealth may impose any terms and conditions it considers appropriate when giving its approval under clause 5.7.

6. SPECIFIED PERSONNEL AND OTHER PERSONNEL

- 6.1 The Contractor agrees that the Specified Personnel will perform work in relation to the Services in accordance with this Contract.
- 6.2 Where Specified Personnel are unable to perform the work, the Contractor agrees to notify the Commonwealth immediately.
- 6.3 The Commonwealth may, at its absolute discretion, request the Contractor to remove personnel (including Specified Personnel) from work in relation to the Services.
- 6.4 Where clauses 6.2 or 6.3 apply, the Commonwealth may request the Contractor to provide replacement personnel acceptable to the Commonwealth 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 Commonwealth may terminate this Contract in accordance with the provisions of clause 20 [*Termination for Default*].

7. RESPONSIBILITY OF CONTRACTOR

- 7.1 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 Commonwealth 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 Commonwealth of replacement personnel.

8. COMMONWEALTH MATERIAL

- 8.1 The Commonwealth agrees to provide Material to the Contractor as specified in Item K [*Material to be Provided by Commonwealth*].
- 8.2 The Commonwealth grants to the Contractor a royalty-free, licence fee-free, non-exclusive licence to use, reproduce and adapt the Commonwealth Material for the purposes of this Contract.
- 8.3 The Contractor agrees to ensure that all Commonwealth Material is used strictly in accordance with any conditions or restrictions set out in Item L [*Use of Commonwealth Material*], and any direction by the Commonwealth.
- 8.4 Property in any copy of Commonwealth Material (in the form of a document, article or removable medium) vests or remains vested in the Commonwealth. 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 Commonwealth, or, in accordance with Commonwealth directions erase or otherwise deal with all such copies,

unless any provision to the contrary is set out in Item N [*Dealings with Copies*].

9. INTELLECTUAL PROPERTY IN CONTRACT MATERIAL

- 9.1 Intellectual Property in all Contract Material vests or will vest in the Commonwealth.
- 9.2 Clause 9.1 does not affect the ownership of Intellectual Property in any existing Material which is specified in Item M [*Existing Material*], but the Contractor grants to the Commonwealth 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.

- 9.3 If requested by the Commonwealth, 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 9.
- 9.4 The Contractor warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 9.
- 9.5 Property in any copy of Contract Material (in the form of a document, article or removable medium) vests or will vest in the Commonwealth. 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 Commonwealth, or, in accordance with Commonwealth directions erase or otherwise deal with all such copies,
- unless any provision to the contrary is set out in Item N [*Dealings with Copies*].

10. MORAL RIGHTS

- 10.1 For the purposes of this clause, 'Specified Acts', in relation to particular Material, means the following classes or types of acts or omissions performed by or on behalf of the Commonwealth:
- (a) those which would, but for this clause, infringe the author's right of attribution of authorship or the author's right of integrity of authorship,
- but does not include:
- (b) those which would infringe the author's right not to have authorship falsely attributed.
- 10.2 The Contractor agrees to ensure that:
- (a) the author of any Contract Material, other than existing Material specified in Item M [*Existing Material*], has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which is given expressly for the benefit of the Commonwealth; and
 - (b) the author of any existing Material specified in Item M [*Existing Material*] has given or will give a written consent to the Specified Acts (whether occurring before or after the consent is given) which is given expressly for the benefit of the Commonwealth in relation to such Material being used, reproduced, adapted or exploited in conjunction with the other Contract Material.
- 10.3 The operation of this clause 10 survives the expiration or termination of this Contract.

11. DISCLOSURE OF INFORMATION

- 11.1 The Contractor agrees not to disclose to any person other than the Commonwealth, any Confidential Information relating to this Contract or the Services without prior approval in writing from the Commonwealth.
- 11.2 The Commonwealth may impose any conditions it considers appropriate when giving its approval under clause 11.1, and the Contractor agrees to comply with these conditions.
- 11.3 The Commonwealth may at any time require the Contractor to give, and to arrange for its officers, employees, agents and subcontractors engaged in the performance of

- the Services to give, undertakings in writing in a form required by the Commonwealth, relating to the non-disclosure of Confidential Information.
- 11.4 If the Contractor receives a request under clause 11.3 it agrees to promptly arrange for all such undertakings to be given.
- 11.5 The obligations on the Contractor under this clause 11 will not be taken to have been breached where the information referred to is legally required to be disclosed.
- 11.6 Property in any copy of Confidential Information (in the form of a document, article or removable medium) vests or will vest in the Commonwealth. 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 Commonwealth, or, in accordance with Commonwealth directions erase or otherwise deal with all such copies,
- unless any provision to the contrary is set out in Item N [*Dealings with Copies*].
- 11.7 The Commonwealth gives no undertaking to treat Contractor information, or this Contract, as confidential information. The Contractor acknowledges that the Commonwealth 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 a request for information by parliament or a parliamentary committee or a Commonwealth Minister;
 - (d) to Commonwealth third party service providers for the purposes of providing goods and services to, or on behalf of, the Commonwealth; or
 - (e) for any other requirements of the Commonwealth.
- 11.8 The operation of this clause 11 survives the expiration or termination of this Contract.

12. PROTECTION OF PERSONAL INFORMATION

- 12.1 This clause applies only if the Contractor deals with Personal Information when, and for the purpose of, providing the Services under this Contract.
- 12.2 In this clause 12, the terms 'approved privacy code' (APC), 'Information Privacy Principles' (IPPs) and 'National Privacy Principles' (NPPs) have the same meaning as they have in section 6 of the *Privacy Act 1988* (the Privacy Act).

(The Contractor notes that the IPPs and the NPPs are accessible on the website of the Federal Privacy Commissioner at www.privacy.gov.au)

- 12.3 The Contractor acknowledges that it is a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and agrees in respect of the provision of the Services under this Contract:
- (a) to use 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 that would breach an IPP contained in section 14 of the Privacy Act, which if done or engaged in by the Commonwealth, would be a breach of that IPP;
 - (c) to carry out and discharge the obligations contained in the IPPs as if it were the Commonwealth under the Privacy Act;

- (d) 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;
 - (e) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F (direct marketing) of the Privacy Act, any NPP (particularly NPPS 7 to 10) or an APC where that section, NPP or APC is applicable to the Contractor, unless:
 - (i) in the case of section 16F, the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Contract; or
 - (ii) in the case of an NPP or an APC, where 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 NPP or APC;
 - (f) to disclose in writing to any person who asks, the content of the provisions of this Contract (if any) that are inconsistent with an NPP or an APC binding a party to this Contract;
 - (g) to immediately notify the Commonwealth if the Contractor becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 12, whether by the Contractor or any subcontractor; and
 - (h) to ensure that any employee of the Contractor who is required to deal with Personal Information for the purposes of this Contract is made aware of the obligations of the Contractor set out in this clause 12.
- 12.4 The Contractor agrees to ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Contractor has under this clause, including the requirement in relation to subcontracts.
- 12.5 The Contractor agrees to indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the obligations of the Contractor under this clause 12, or a subcontractor under the subcontract provisions referred to in clause 12.4.
- 12.6 The operation of this clause 12 survives the expiration or termination of this Contract.

13. COMPLIANCE WITH LAWS AND POLICIES

- 13.1 The Contractor agrees, in carrying out this Contract, to comply with:
- (a) all relevant legislation of the Commonwealth (particularly the *Crimes Act 1914*, *Criminal Code Act 1995*, *Racial Discrimination Act 1975*, *Sex Discrimination Act 1984*, *Disability Discrimination Act 1992* and *Auditor-General Act 1997*), or of any State, Territory or local authority; and
 - (b) any obligations it has under the *Equal Opportunity for Women in the Workplace Act 1999*.
- 13.2 The Contractor acknowledges that under subsection 137.1 of the *Criminal Code Act 1995*, giving false or misleading information to the Commonwealth is a serious offence.
- 13.3 The Contractor agrees, when using the Commonwealth'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 (including the Commonwealth's smoke-free work-place policy) whether specifically

drawn to the attention of the Contractor or as might reasonably be inferred from the circumstances.

14. CONFLICT OF INTEREST

- 14.1 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no conflict with the interests of the Commonwealth exists or is likely to arise in the performance of the Services by the Contractor or its employees, agents or subcontractors.
- 14.2 If, during the performance of the Services a conflict of interest arises, or appears likely to arise in respect of the Contractor or any of its employees, agents or subcontractors, the Contractor agrees to:
- (a) notify the Commonwealth immediately in writing of that conflict or apparent conflict and the steps the Contractor proposes to take to resolve or otherwise deal with the conflict or apparent conflict;
 - (b) make full disclosure of all relevant information relating to the conflict or apparent conflict; and
 - (c) take such steps as have been proposed by the Contractor, or at the discretion of the Commonwealth, take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the conflict.
- 14.3 If the Contractor does not notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the Commonwealth may terminate this Contract in accordance with the provisions of clause 20 [*Termination for Default*].
- 14.4 The Contractor agrees that it will not, and will use its best endeavours to ensure that any officer, employee, agent or subcontractor of the Contractor does 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 Commonwealth fairly and independently.

15. ACCOUNTABILITY

- 15.1 The Contractor agrees to give to the Project Officer and any persons authorised in writing by the Project Officer (including but not limited to, the Auditor-General and the Privacy Commissioner) the right of access to premises:
- (a) at which Material associated with this Contract is stored; and
 - (b) where work associated with this Contract is undertaken,
- at all reasonable times. The right of access will include (but not be limited to) the right to inspect and copy documents, records and other Material for purposes associated with this Contract or any review of performance under this Contract.
- 15.2 The rights referred to in clause 15.1 are subject to:
- (a) the provision of reasonable prior notice from the Commonwealth (except where there is an actual or apprehended breach of the law); and
 - (b) the reasonable security procedures of the Contractor.
- 15.3 The Contractor agrees to provide all reasonable assistance requested by the Commonwealth in respect of any inquiry into or concerning the Services or this Contract.
- 15.4 Without limitation to the generality of clause 15.3:
- (a) the assistance to be provided by the Contractor under clause 15.3 will include, as appropriate, the provision of documents, records or other 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 15.3 will include any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Commonwealth, and any inquiry conducted by Parliament or any Parliamentary committee.
- 15.5 The Project Officer will endeavour to notify the Contractor as early as possible of any assistance required under clause 15.3, provided always that the Contractor acknowledges that such notice may be oral and is not subject to any minimum notice period requirement.
- 15.6 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.
- 15.7 The Contractor agrees to ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause permitting the Project Officer, and other persons authorised by the Project Officer, to have access as specified in these clauses.
- 15.8 The operation of this clause 15 survives the expiration or termination of this Contract for a period of five years.

16. INDEMNITY

- 16.1 The Contractor agrees to indemnify the Commonwealth from and against any:
- (a) loss or liability incurred by the Commonwealth;
 - (b) loss of or damage to property of the Commonwealth; or
 - (c) loss or expense incurred by the Commonwealth in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth,
- arising from:
- (d) any act or omission by the Contractor, its officers, employees, agents or subcontractors 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.
- 16.2 The Contractor's liability to indemnify the Commonwealth under clause 16.1 will be reduced proportionately to the extent that any negligent or other tortious act or omission of the Commonwealth contributed to the relevant liability, loss or damage, or loss or expense.
- 16.3 The right of the Commonwealth to be indemnified under this clause 16:
- (a) is in addition to, and not exclusive of, any other right, power or remedy provided by law; and
 - (b) does not entitle the Commonwealth to be compensated in excess of the amount of the relevant loss, damage, expense or liability.
- 16.4 In this clause 16, "Commonwealth" includes officers, employees and agents of the Commonwealth.

16.5 The operation of this clause 16 survives the expiration or termination of this Contract.

17. INSURANCE

17.1 The Contractor agrees, for so long as any obligations remain in connection with this Contract:

- (a) to effect and maintain the insurance specified in Item O [*Insurance*], for all the Contractor's obligations under this Contract, including those which survive the expiration or termination of this Contract; and
- (b) on obtaining or renewing such insurance, or upon request by the Commonwealth, provide proof of such insurance acceptable to the Commonwealth.

18. DISPUTE RESOLUTION

18.1 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 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.

18.2 Despite the existence of a dispute, the Contractor will (unless requested in writing not to do so) continue to perform the Services.

18.3 This clause 18:

- (a) does not apply to action by either party under or purportedly under clause 3.2 [*Fees, Allowances and Assistance*], clause 19 [*Termination for Convenience*] or clause 20 [*Termination For Default*]; and
- (b) does not preclude either party from commencing legal proceedings for urgent interlocutory relief.

19. TERMINATION FOR CONVENIENCE

19.1 The Commonwealth may, at any time by notice, terminate this Contract immediately.

19.2 Upon receipt of a notice of termination the Contractor agrees to:

- (a) stop work on this Contract; and
- (b) take all available steps to minimise loss resulting from that termination and to protect Commonwealth Material and Contract Material.

- 19.3 Where there has been a termination under clause 19.1, the Commonwealth will be liable only for:
- (a) payments and assistance under clause 3 [*Fees, Allowances and Assistance*] 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.
- 19.4 The Commonwealth will not be liable to pay compensation under clause 19.3(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 Item E [*Fees*].
- 19.5 The Contractor will not be entitled to compensation for loss of prospective profits.

20. TERMINATION FOR DEFAULT

- 20.1 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 paragraph (b) - by further notice, terminate this Contract immediately.
- 20.2 The Commonwealth 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; or
 - (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.

21. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

- 21.1 The Contractor agrees not to represent itself, and to use its best endeavours to ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 21.2 The Contractor is not, by virtue of this Contract, an officer, employee, partner or agent of the Commonwealth, nor does the Contractor have any power or authority to bind or represent the Commonwealth.

22. WAIVER

- 22.1 A waiver of any provision in this Contract must be in writing.
- 22.2 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.
- 22.3 If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.
- 22.4 A single or partial exercise by a party of any of its rights does not prevent the further exercise of any right.

23. NOTICES

23.1 A party giving notice under this Contract must do so in writing or by electronic communication that is:

- (a) directed to the recipient's address, as varied by any notice; and
- (b) hand delivered or sent by pre-paid post or electronic communication to that address.

The parties' address details are as specified in Item P [*Address for Notices*].

23.2 The parties agree that a notice given in accordance with clause 23.1 is received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, two business days after the date of posting;
- (c) if sent by electronic communication, at the time the sender receives notification that the notice has been transmitted satisfactorily, or is otherwise able to verify that the notice has been transmitted satisfactorily.

THE SCHEDULE

NOTE TO TENDERERS:

The following is a list of the Items contained in a standard contract schedule, with a brief description of what each Item is expected to cover. Speedy preparation of the final contractual documents is dependent upon this level of detail being available in the tender documents.

A. Services (see clauses 1.1 and 2.1)

This Item must contain the title of the Services and a complete and detailed statement of work to be undertaken, including a full description of the Contractor's obligations:

- work to be performed;
- expected outcomes; and
- clear performance measures.

Where the Contractor is required to use subcontractors, they and the work they are to perform must be specified here.

B. Required Contract Material (see clauses 1.1 and 2.1)

The nature and extent of the Contract Material that is to be produced and delivered as part of the Services must be specified here and in detail (eg. a report, interim reports, plans, models, specifications etc.).

The format of Contract Material must be specified here (eg. documents, floppy disk, CD ROM, Office or Word 97, PDF etc.) as must the timing of the delivery.

C. Standards and Best Practice (see clause 2.1)

This Item will list some objective standards, with which the Contractor must comply. It will be appropriately cross-referenced to the statement of the Services in Item A.

D. Time-frame (see clause 2.1)

The time-frame for provision of the Services, including the delivery of Contract Material, must be set out specifying all relevant dates: eg, commencement, progress or interim stages and completion.

In some cases it may be appropriate to specify dates in a relative way ie. by reference to antecedent events. Again, this Item should be appropriately cross-referenced to the statement of the Services in Item A.

E. Fees (see clauses 3.1 and 19.5)

This Item will contain details of fees to be paid to the Contractor, the intervals at which they will be paid and the requirements (including milestones/deliveries), with which the Contractor must comply to enable payment to be made. Advance payments will generally not be considered.

F. Allowances and Costs (see clause 3.1)

This Item must contain details of any financial obligations the Commonwealth will cover in addition to the fees outlined in Item E.

G. Facilities and Assistance (see clause 3.1)

Details of Commonwealth facilities and other assistance provided by the Commonwealth will be listed here.

H. Invoice Procedures (see clause 3.3)

The Department's invoicing requirements will be specified here.

I. Specified Personnel (see clauses 1.1 and 6)

The details of any particular individuals required to undertake and perform the Services, or specified portions of those Services, must be listed here.

J. Project Officer (see clauses 1.1 and 2.1)

The name of the Department's Project Officer(s) must be listed here.

K. Material to be Provided by Commonwealth (see clause 8.1)

This Item will list the material the Commonwealth will provide to the Contractor and any details as to the timing and format of delivery of that material

L. Use of Commonwealth Material (see clause 8.3)

This Item must list any conditions or restrictions attaching to the Contractor's use of Commonwealth Material.

M. Existing Material (see clause 9.2)

This Item must list any pre-existing Material for which Intellectual Property is **not** to vest in the Commonwealth.

N. Dealings with Copies (see clause 8.4, 9.5 and 11.6)

The Commonwealth may grant to the Contractor a right to retain and/or use Commonwealth Material, Contract Material or Confidential Information. Any such right must be listed here.

O. Insurance (see clause 17.1)

This Item must contain details of any insurance required to be held by the Contractor.

P. Address for Notices (see clause 23.1)

All relevant addresses (physical, postal and email) and facsimile number(s) for the Project Officer(s) of the Commonwealth and the Contractor must be listed here.