**Request for Tender: Process Improvement Project
(insert Applicant Name)**

Subtitle: Part C – RFT Applicant Information and Response Form

May 2025

***Note:*** *Document to be completed and returned as part of your response to the RFT*

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# Introduction

## Overview

Please use this **Part C – RFT Applicant Information** to provide the information requested throughout this document.

## Form of Responses

Please complete all sections of this document. Please include your vendor name in all file names i.e. <filename> <COMPANY NAME> e.g. Selection\_Criteria\_Response\_COMPANY.pdf

## Declaration of compliance

Our response fully complies with the Australian Medical Council Request for Tender (RFT).

Yes [ ]  No [ ]

If no please provide details of the non-compliances with the RFT, including reasons:

|  |
| --- |
|  |

## Compliance with the Draft Contract

### You must provide details of any non-compliances with the draft Contract at Attachment A to this Part C.

## Conflict of Interest

### You must declare any actual or perceived conflict of interest that is likely to arise if your submission is successful and how this conflict is proposed to be managed.

### A Conflict of Interest means any matter which could:

#### prejudice the impartial conduct of the RFT process; or

#### prevent the Applicant from performing any resulting Contract diligently and independently.

### Actual conflicts are those where a person or entity’s personal/private interests directly impact on the performance of their duties, while a perceived conflict of interest is when it appears that they are influenced by that person or entity’s personal/private interests.

### Please record any actual or perceived conflict of interests in the table below.

|  |
| --- |
| **Do you have an actual conflict of interest? If yes, please provide details.***(Enter your response here)* |
| **Do you have a perceived conflict of interest? If yes, please provide details.***(Enter your response here)* |
| **If your answer was yes to one or both of the above questions, please outline how you intend to manage the conflict of interest declared.***(Enter your response here)* |

## Applicant Information

Please complete the table below.

|  |  |
| --- | --- |
| **Requirement** | **Supplier Response** |
| **Full name of Applicant:**  |  |
| **Trading or business name:**  |  |
| **Registered address:** |  |
| **Applicant’s Contact**: Name: Email: Mobile:  |  |
| **Registered office**  |  |
| **The principal place of business:** |  |
| **Australian Company Number and Australian Business Number:** **Place and date of incorporation:**  |  |
| **Brief outline of the company structure** **(if part of a corporate group)** |  |
| **Number of years in operation** |  |
| **2023 annual revenue ($AUD)** |  |
| **2023 annual revenue ($AUD)** |  |

**Contact Details for Response**

|  |  |
| --- | --- |
| **Requirement** | **Supplier Response** |
| Name |   |
| Position |   |
| Address |   |
| Telephone |   |
| Email |   |

## References and Relevant Experience

Potential Applicants should supply two references who can speak to their past work and experience. This experience should be relevant to the Services in this RFT. AMC may contact these references for shortlisted providers. Please complete the table below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  **Name(s)** |  **Name(s)** | **Name(s)** | **Name(s)** |
| **Reference name** |  |  |  |  |
| **Reference Service Description** |  |  |  |  |
| **Service Duration / Start End** |  |  |  |  |
| **Current Status** |  |  |  |  |
| **Reference Contact Name** |  |  |  |  |
| **Reference Contact Email and Phone** |  |  |  |  |

## Insurance Details

Applicants should supply details and evidence of current insurance policies for workers compensation, public, product and professional liabilities including policy details and coverage.

|  |  |
| --- | --- |
| **Requirement** | **Supplier Response** |
| **Professional Indemnity Insurance (min. $20 million)** |
| Insurance Company  |   |
| Policy Number |   |
| Sum Insured ($AUD) |   |
| Expiry Date |   |
| Excess ($AUD) |   |
| **Public Liability Insurance (min. $20 million)** |
| Insurance Company  |   |
| Policy Number |   |
| Sum Insured ($AUD) |   |
| Expiry Date |   |
| Excess ($AUD) |   |
| **Product Liability Insurance (min. $10 million)** |
| Insurance Company  |   |
| Policy Number |   |
| Sum Insured ($AUD) |   |
| Expiry Date |   |
| Excess ($AUD) |   |

Attachment A – Statement of Non-Compliance against the Draft Contract

1. **Overview**
	1. Applicants should state its compliance or otherwise to the draft Contract(including all Schedules, Attachments and Appendices) in Part D**.**
	2. The Applicant’s response should be provided against each section, paragraph or clause of the Contract, Schedule, or Attachment, as relevant.
	3. The AMC intends that any Contract with the successful Applicant will, subject to any negotiated amendments between the Applicant and the AMC, be in substantially the form, and on the terms and conditions, set out in the draft Contract.
	4. Where the Applicant does not agree with any section, paragraph or clause, the Applicant should respond to the statement of compliance using the following terminology:
		* 1. mark "DNA" or "Do Not Agree" if the Applicant disagrees with the wording and intent (in whole or in part) of the section, paragraph, or clause. In this case, the Applicant should explain the issue and suggest an alternative position and proposed alternative wording; or
			2. mark "AWAW" or "Agree With Alternate Wording" if the Applicant agrees with the general concept, but not the wording, of the section, paragraph or clause. In this case, the Applicant should provide the reasons for the issue and the proposed alternative wording.
	5. The Applicant will be taken to be, and assessed as, compliant with any section, paragraph, or clause of draft Contract (including all Schedules and Attachments) which it does not list in its Statement of Compliance (and represents that it will not raise requests for amendment in any subsequent negotiations).
	6. If the Applicant’s response states, "Do Not Agree" (DNA) or "Agree With Alternate Wording" (AWAW) to any of the sections, paragraphs or clauses it should also state the rationale and the extent of non-compliance, the effect on price (but not the price), and the risks to the Applicant if it were to comply with the wording as set out in draft Contract unamended.
	7. Note:
		* 1. a response such as “to be discussed” is not acceptable given the AMC needs to make an assessment as to whether the Applicant is able to comply with the Contract; and
			2. stylistic or minor language changes are not considered material and will not be accepted.
2. **Response**
	1. The Applicant should clearly identify the Contract, or relevant Schedule or Attachment number, as well as the specific section, paragraph or clause (but not page number) within the Contract, Schedule, or Attachment. Vague references will be considered as applying to the broadest interpretation of the reference and evaluated accordingly.

| **Reference** | **Compliance Comment (AWAW or DNA)** | **Proposed Alternative Wording** | **Rationale / Extent of Non-Compliance** | **Effect on Price** | **Risk** |
| --- | --- | --- | --- | --- | --- |
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**Attachment B – Tender Response Form**

**RESPONSE FORM**

1. **Form of Tender**
	1. Applicants should ensure that their Tenders are substantially in the form of this Attachment B – Tender Response Form (Response Form).
	2. Applicants should fully address all requirements set out in this RFT in preparing their Tender. Applicants may delete the ‘instructions’ from this document upon completion.
	3. Applicants may attach additional details, tables etc. As an appendix, as appropriate or necessary.
2. **Completing the Response Forms**
	1. Applicants should complete all information requested in the Response Form.
	2. Applicants should ensure that enough detail is provided for the purposes of the evaluation. Information should be presented clearly and succinctly.
	3. Tenders will be evaluated in accordance with the selection criteria set out in clause 9.4 of Part A to this RFT.
3. **Page Limits**
	1. The AMC does not specify word limits for individual responses to the selection criteria. However, the Applicant's Tender response in this Response Forms should not exceed 40 pages. The page limit does not include:
		1. the text contained (including descriptions of the requirements and instructions) within the Response Forms; or
		2. other supporting documentation (such as general marketing material, evidence of insurance, credentials or CVs), excluding any material which AMC considers should be included as part of the Tender response in Attachment B, or which is specific to this RFT.
	2. The AMC may not consider any additional material or information in a Tender response if it exceeds the 40 page limit.
4. **Mandatory Requirements**
	1. Applicants must satisfy all the conditions for participation specified in clause 9.3 of Part A to this RFT and Tenders must meet all minimum content and format requirements as specified in clause 9.2 of Part A to this RFT.
5. **Conditions for Participation**
	1. The Applicant confirms that it meets the following Conditions for Participation:

| **Conditions for Participation** | **Response** |
| --- | --- |
| The Applicant must be a legal entity recognised under Australian law at the Tender Closing Time. For the purposes of this RFT, a partner of a partnership who submits a Tender on behalf of a partnership, where that partnership is in existence at the Tender Closing Time, will meet this Condition for Participation. | [Yes/No]1 |

1. **Minimum Content and Format Requirements**
	1. The Applicant confirms that its Tender meets the following Minimum Content and Format Requirements:

| **Minimum Content and Format Requirements** | **Response** |
| --- | --- |
| All language in the Tender, including in all attachments and supporting technical data, must be written in English and all measurements must be expressed in Australian legal units of measurement (except for evidence of global insurances, financial guarantees or other similar documents issued by third parties which may be expressed in the currency of the country in which the document was issued). | [Yes/No] |
| The Applicant has prepared a Tender addressing at least Stage 1 and Stage 2 of the Requirement. | [Yes/No] |

**EVALUATION CRITERIA**

1. Applicant's Capabilities and Expertise
	1. Applicants should provide details of the extent to which your organisation has demonstrated sufficient and appropriate organisational resourcing capability and capacity, including: Demonstrated expertise, know-how, and a proven ability to deliver process improvement and IT system integration projects.
	2. Applicants should provide specific examples of past projects where your organisation successfully redesigned workflows, implemented IT systems, and achieved measurable outcomes. Highlight the mapping and analysis tools, and frameworks you typically use and explain how these will be applied to address the AMC’s objectives. Provide examples of how you have built capacity within organisations to support ongoing process enhancements.

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| **Applicant’s Capabilities and Expertise** |
| [Applicant to insert details] |

1. Applicant's Experience
	1. Applicants should provide details of the extent to which your organisation has demonstrated experience in providing services which are the same or similar to the Services in this RFT, including: skilled and qualified proposed key personnel, relevant past experience and performance in delivering services which are the same or similar to the Services in this RFT..
	2. Applicants should provide names and experience of key personnel proposed, CVs and descriptions of previous work aligned with the deliverables of this project, including their competencies, credentials and proven or demonstrated.

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| **Applicant’s Experience**  |
| [Applicant to insert details] |

1. Applicant’s Proposed Delivery Methodology
	1. Applicants should provide details of the extent to which your organisation has a demonstrated delivery methodology that will deliver the outcomes for this RFT, including: the ability to meet the performance, service and project requirements, change management approach and approach to understanding the AMC's business and operating model and its priorities and business direction.
	2. Applicants should provide details of your organisation’s proposed approach to delivering Stage 1 (Process Mapping), Stage 2 (Process Redesign) and Stage 3 (System Implementation). Applicants should:
		1. propose a feasible and practical timeline and requirements to complete this project;
		2. detail the project management methodology you would apply to successfully deliver this project requirements;
		3. provide details of the expected number of workshops required, their type and required attendees (eg based on information the Applicant will require) to enable your organisation to effectively undertake the process mapping in Stage 1;
		4. describe how your organisation will ensure stakeholder engagement and buy-in throughout the project;
		5. describe the ability of the proposal to support needs of users and other relevant stakeholders; and
		6. (based on your organisations industry expertise) describe the key considerations for aligning redesigned processes with IT systems? Outline your change management approach to prepare AMC for future process adoption.

|  |
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| **Applicant's Proposed Delivery Methodology** |
| **[Applicant to insert details]** |

1. Risk Identification and Mitigation Strategies
	1. Applicants should provide details of the risks associated with delivery of Stages 1, 2 and 3.
	2. Applicants should highlight any challenges commonly encountered in similar projects and how they can be addressed.

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| --- |
| **Risk Identification and Mitigation Strategies** |
| **[Applicant to insert details]** |

1. AMC Values
	1. Applicants should provide details of the extent to which your organisation and its Tender is consistent with the values of the AMC as outlined in the AMC values section of this document, including the AMC’s Aboriginal and/or Torres Strait Islander and Māori Strategy and relevant procurement policy.
	2. Applicants should also provide details about how it proposes to achieve the AMC’s indigenous procurement targets and will provide for indigenous inclusion within the project.

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| **AMC Values** |
| [Applicant to insert details] |

1. Pricing
	1. Applicants should provide details of the Applicant’s total charges for Stage 1 and 2, and Stage 3 of the Services, including the cost for establishment and the for ongoing Services.
	2. Applicants should:
		1. explain how the pricing represents best value for money;
		2. provide a detailed cost structure that reflects the resourcing required to establish the services outlined for Stage 1 and Stage 2; and
		3. include details about:
			1. the impact of any scope, approach and solution variances;
			2. the impact of any assumptions, pricing constraints or caveats identified in relation to the Applicant’s proposal;
			3. indicative pricing for Stage 3 requirements, including a rate card for the proposed personnel to be utilised on the project; and
			4. any other financial impacts that may arise.
	3. The Applicant’s response should demonstrate the Applicant’s ability to support ongoing operation, maintenance and support at a reasonable cost post-implementation (this may include but is not necessarily limited to future enhancements, help desk support, maintenance and other relevant costs).

|  |
| --- |
| **Pricing**  |
| [Applicant to insert details] |

* 1. Applicants must ensure that their charges are itemised, cost-effective, and aligned with your budget estimate.
	2. All amounts must include GST.

**STAGE 3**

1. Stage 3
	1. The AMC invites Applicants to provide details of the proposed IT solution it proposes for the workflow system in Stage 3. In your Tender response, you should provide:
		1. details of the software product you recommend;
		2. details of the expected extent or level of effort required to integrate, code, or configure the product (if known);
		3. details about the team, including CVs, who will perform the implementation services and whether this is the same team as for Stages 1 and 2, or if it will be another team, provide details of that team;
		4. indicative costs to purchase and implement the software, including details about ongoing support and maintenance costs and licencing fees for the proposed solution; and
		5. information about similar projects, including the solution used and how it achieved the clients objectives.

|  |
| --- |
| **Stage 3 - Response** |
| [Applicant to insert details] |

Attachment C - SharePoint Folder Deed Poll

SharePoint Folder DEED POLL

***[Note to Applicants****: Please carefully read the terms and conditions outlined in this Deed Poll before completing the online form. As part of the registration process to participate in this tender, each Applicant must complete and execute the Deed Poll by submitting the online form linked in item 24.1.1 of this SharePoint folder Deed Poll. Access to the additional information contained in the SharePoint folder will only be granted once the Tender Registration and SharePoint Access form has been submitted.*

*AMC will communicate any changes to the Request for Tender (RFT) using the email address provided in the submitted online Tender Registration and SharePoint Access form.****]***

|  |
| --- |
| **Recitals** |
|  | The AMC has issued a Request for Tender (**RFT**) for the provision of Process and Systems Improvement Project, and the Applicant is considering responding to the RFT. |
|  | To assist the Applicant to prepare its response to the RFT, the AMC has made information available in a SharePoint Folder, on the terms and conditions of this Deed Poll. |
|  | The Applicant has agreed to only access, receive and use the information in the SharePoint Folder on the terms and conditions of this Deed Poll.  |
|  | The AMC will potentially suffer damage if the information in the SharePoint Folder is disclosed or used other than in accordance with the terms and conditions of this Deed Poll. |

**It is agreed** as follows.

1. **DEFINITIONS**
	1. In this Deed Poll, unless the contrary intention appears:

**Approved Purpose** means:

(a) preparation of the Applicant's Tender in response to the RFT;

(b) participation by the Applicant and its Representatives in this RFT process; and

(c) any other purpose permitted by the AMC in writing from time to time.

For clarity, the Approved Purpose does not include preparation of a response for any other procurement process, or participation in any other procurement process.

**Confidential Information** means all information in any form that is made available by the AMC as part of the SharePoint Folder in connection with this RFT process, other than:

(a) information that is in the public domain (other than because of a breach of this Deed Poll or of any obligation of confidence owed by the Applicant, or any of its Representatives);

(b) information that is already in the possession of the Applicant, or any of its Representatives, prior to the date of execution of this Deed Poll without an obligation of confidentiality applying to it; and

(c) information that subsequently comes into the possession of the Applicant, or any of its Representatives, after the date of execution of this Deed Poll without an obligation of confidentiality applying to it.

**Consortium Member** means a member of a consortium with which the Applicant is intending to prepare a Tender.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**SharePoint Folder** means any physical or virtual SharePoint Folder containing a collection of documents, material and information established by the AMC to be accessed by the Applicant following execution of this Deed Poll.

**SharePoint Folder Protocol** means any protocol or instructions governing access to the SharePoint Folder which may be provided or made available by the AMC to the Applicant from time to time, including any amendments or variations to it.

**Document** includes:

(a) any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and

(b) any article or material from which sound, images or writings are capable of being reproduced with or without the aid of any other article or device (including electronic documents).

**Foreign Country** means a country other than Australia.

**Law** means any applicable law, including common or customary law, equity, judgments, legislation, orders, regulations, statutes, by-laws, ordinances or any other legislative or regulatory measures (including any amendment, modification or re-enactment of them).

**Public Computer** means any computing device which is accessible by members of the public.

**Related Entity** has the meaning given in section 9 of the Corporations Act.

**Representative** means:

(a) a Consortium Member of the Applicant;

(b) a Related Entity of the Applicant or of a Consortium Member of the Applicant; and

(c) a director, officer, agent, employee, independent contractor or adviser of the Applicant, a Consortium Member or their Related Entities (whether or not still employed or engaged in that capacity),

who receives or has access to any of the Confidential Information.

**Tender** means a response to the RFT submitted by the Applicant or a consortium of which the Applicant is a member.

1. **INTERPRETATION**
	1. Unless the contrary intention appears, terms used in this Deed Poll that are not defined in this Deed Poll have the meaning given in the RFT.
	2. The following rules apply unless the context requires otherwise:
		1. headings are for the purpose of convenient reference only and do not form part of this Deed Poll;
		2. the singular includes the plural, and the converse also applies;
		3. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
		4. a reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
		5. a reference to a clause or schedule is a reference to a clause of, or schedule to, this Deed Poll;
		6. a reference to an agreement or Document (including a reference to this Deed Poll) is to the agreement or Document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed Poll or that other agreement or Document;
		7. the word “includes” in any form is not a word of limitation;
		8. a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
		9. a reference to a party includes that party’s administrators, successors, and permitted assigns, including any person to whom that person novates any rights;
		10. a reference to a *right* or *obligation* of any two or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each two or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately); and
		11. the rule of interpretation does not apply to this Deed Poll to the detriment of a party because that party was responsible for the drafting of this Deed Poll or any part of it.
2. **BENEFIT OF THIS DEED POLL**
	1. The Applicant acknowledges and agrees that the undertakings in this Deed Poll are given for the benefit of, and may be relied upon and enforced by:
		1. the AMC; and
		2. any other person whose Confidential Information is disclosed to the Applicant through the SharePoint Folder.
3. **SharePoint Folder**
	1. The Applicant acknowledges that the terms of access to the SharePoint Folder will be governed by any SharePoint Folder Protocol provided or made available by the AMC to the Applicant from time to time.
	2. Some of the non-policy information and documents made available to Applicants via the SharePoint folder such as process maps, procedural documentation, and related supporting materials, are provided solely for the purpose of assisting Applicants in developing a comprehensive understanding of the anticipated scope of work under this Request for Tender (RFT).
	3. Applicants are advised that these materials may include draft, de-identified, outdated, or illustrative content and should not be relied upon as an accurate or current reflection of the AMC’s existing operational procedures or systems.
	4. The AMC does not warrant the completeness or accuracy of any materials made available for reference in the SharePoint folder, and accepts no liability for any interpretation or assumption drawn therefrom. It is the responsibility of each Applicant to exercise professional judgement in using such information to inform their proposal.
	5. If the Applicant is given access to the SharePoint Folder, the Applicant must comply with the terms of this Deed Poll, any SharePoint Folder Protocol and any directions from the AMC, at all times, including in respect of the control, storage, management, printing and general handling of the information gained from access to the SharePoint Folder.
	6. The Applicant must, and the Applicant must ensure that each of its Representatives:
		1. comply with any security or other requirements specified by the AMC in respect of the SharePoint Folder and its contents;
		2. not disclose, or permit the use of, any account or pass access details (including passwords if any) which are necessary to access the SharePoint Folder without the AMC’s prior written consent (other than provision to the Applicant’s Representatives of any access details which have been provided to the Applicant by the AMC for use by the Applicant’s Representatives);
		3. not access the SharePoint Folder from any Public Computer or using any open networks; and
		4. close all sessions to the SharePoint Folder when access to the SharePoint Folder is no longer required.
	7. The Applicant acknowledges that as part of its rights under this Deed Poll, The AMC may at any time and for any reason immediately or by providing some warning, remove or revoke the Applicant’s ability to access, or the ability of any or all of its Representatives to access, the SharePoint Folder.
4. **RESTRICTIONS ON DISCLOSURE AND USE OF INFORMATION**
	1. Except as permitted by clause 7 of this Deed Poll, or otherwise with the AMC’s express prior written consent, the Applicant must, and must ensure that each of its Representatives must:
		1. not disclose, or permit the disclosure of, any Confidential Information to any other person;
		2. only use the Confidential Information to the extent necessary for the Approved Purpose and not use, or cause or permit to be used, any Confidential Information except to the extent necessary for the Approved Purpose;
		3. not display any Confidential Information in a public space when carrying that information;
		4. not use, or cause or permit to be used, any Confidential Information to the current or potential disadvantage of the AMC;
		5. not reproduce or record, or cause or permit any reproduction or recording of, any Confidential Information, except to the extent necessary for the Approved Purpose;
		6. not make, or cause or permit to be made, any Documents based on or relating to any Confidential Information except to the extent necessary for the Approved Purpose;
		7. not introduce any Confidential Information into any computer system or other device operated, controlled or which may be accessed to any extent by a person other than the Applicant, or a person to whom disclosure is permitted by clause 7, and then only to the extent necessary for the Approved Purpose; and
		8. comply with instructions given to it from time to time by the AMC regarding protection of the Confidential Information, including any new or revised SharePoint Folder Protocol.
	2. Without limiting this Deed Poll, if any information or documentation is marked ‘in confidence’ or with some other combination of words to indicate that it is confidential, the Applicant must not disclose such information, in any manner, to a Foreign Country, or a citizen or entity of a Foreign Country (including any Representatives), without the prior and explicit written approval of the AMC.
	3. If the Applicant is uncertain as to whether any information is Confidential Information, the Applicant must treat the information as if it were Confidential Information and as not being in the public domain unless and until the AMC agrees in writing that the information may be treated otherwise.
5. **ACCESS AND STORAGE OF CONFIDENTIAL INFORMATION**
	1. Without limiting clause 5, the Applicant must:
		1. keep all Confidential Information within its control and ensure that the Confidential Information is properly and securely stored within Australia and held in strict confidence at all times in accordance with any storage requirements specified by the AMC; and
		2. take all reasonable steps to protect any Confidential Information in the Applicant’s possession or control, and all material containing or referring to such Confidential Information, against any unauthorised collection, copying, use, disclosure, access to, damage or destruction.
6. **WHEN APPLICANT MAY DISCLOSE**
	1. The Applicant may only disclose the Confidential Information:
		1. to its Representatives who:
			1. have a need to know the Confidential Information in order for the Applicant to carry out the Approved Purpose; and
			2. if required by the AMC, have executed a similar undertaking to this Deed Poll in favour of the AMC;
		2. to the extent required by Law; or
		3. with the express prior written consent of the AMC (which may be granted or withheld in its absolute and unfettered discretion).
	2. If the Applicant is required to disclose any Confidential Information by Law, prior to disclosure of the Confidential Information, the Applicant must as soon as practicable notify the AMC and give full details of the circumstances in which disclosure is required.
7. **APPLICANT’S REPRESENTATIVES**
	1. The Applicant must ensure that its Representatives (whether or not still employed or engaged in that capacity) do not do, or omit to do, anything which, if done or omitted to be done by the Applicant, would be a breach of the Applicant’s obligations under this Deed Poll.
	2. The Applicant must give the AMC all assistance it reasonably requires to take any action or bring any proceedings for a breach of any of the undertakings contained in this Deed Poll.
8. **DURATION OF OBLIGATIONS**
	1. The obligations of the Applicant under this Deed Poll will continue for as long as the information in the SharePoint Folder remains Confidential Information, unless a SharePoint Folder Protocol specifies a different period.
9. **RETURN OF INFORMATION**
	1. The Applicant must:
		1. return to the AMC at the Applicant 's expense all Confidential Information in the possession, power or control of the Applicant or its Representatives on the earlier of:
			1. a demand by the AMC (without needing to reduce the demand to writing); and
			2. the time the Confidential Information is no longer required for the Approved Purposes (including if the Applicant decides not to submit a response to the RFT); and
		2. if directed by the AMC in writing, destroy, and permanently delete any Confidential Information in its possession, power or control or that of its Representatives (including on any servers or backups) (and must certify to the AMC that it has done so upon request).
	2. If the AMC makes a demand under clause 10.1.1 or a direction under clause 10.1.2, and the Applicant has:
		1. placed any Confidential Information with a third party; or
		2. is aware that any Confidential Information is beyond its possession or control,

then the Applicant must provide full particulars to the AMC of the location, identity and contact details of any person who has custody or control of the Confidential Information.

* 1. Subject to clause 10.1, the Applicant must, if directed by the AMC in writing, destroy, and permanently delete any Confidential Information in its possession, power or control or that of its Representatives (including on any servers or backups) (and must certify to the AMC that it has done so upon request).
	2. Return or destruction of any Confidential Information referred to in this clause does not release the Applicant from its obligations under this Deed Poll.
1. **BREACH OF CONFIDENTIALITY OBLIGATIONS**
	1. The Applicant must immediately notify the AMC of, and take all steps necessary to prevent:
		1. any actual, threatened or suspected breach of this Deed Poll by the Applicant; or
		2. any unauthorised use, disclosure of, or access to, the Confidential Information by the Applicant, its Representatives or any third party;

and must comply with any directions issued by the AMC regarding such breach or unauthorised use, disclosure or access.

* 1. The Applicant must provide such assistance as may be reasonably requested by the AMC in relation to any claim or proceedings that the AMC may take against the Applicant’s Representatives or any third party for unauthorised use or disclosure of any of the Confidential Information.
	2. Without limiting the AMC’s rights under this Deed Poll, or otherwise at Law, the Applicant agrees that if it fails to comply with its obligations under this Deed Poll, AMC may, in its discretion, do any one or more of the following:
		1. immediately remove or revoke the Applicant’s ability to access, or the ability of its Representatives to access, the SharePoint folder;
		2. exclude the Applicant from this RFT process; and
		3. require the Applicant to take such further steps (including the return of all Confidential Information or the provision of further undertaking) as the AMC reasonably considers necessary to avoid, or minimise, the impact on the AMC of the Applicant’s breach of this Deed Poll.
	3. The Applicant must give the AMC all assistance it reasonably requires to take any action or bring any proceedings for breach of the undertakings contained in this Deed Poll.
1. **INDEMNITY**
	1. The Applicant indemnifies the AMC (including each of its officers, employees and agents) against all liability or loss (including loss of profits) arising directly or indirectly from, and any costs, charges and expenses incurred in connection with:
		1. any breach by the Applicant of this Deed Poll; and
		2. any act or omission by any Representatives which, if done or omitted to be done by the Applicant, would breach the Applicant’s obligations under this Deed Poll.
2. **INJUNCTIVE RELIEF**
	1. The Applicant acknowledges that damages may not be a sufficient remedy for the AMC for any breach of this Deed Poll and that the AMC is entitled to injunctive relief (as appropriate) as a remedy for any breach or suspected or threatened breach by the Applicant, in addition to any other remedies available at Law or in equity.
3. **NO RIGHT TO INFORMATION**
	1. The Applicant acknowledges that it will obtain no right, title or interest in the Confidential Information.
4. **ACKNOWLEDGEMENTS**
	1. The Applicant acknowledges and agrees that improper use or disclosure of any Confidential Information provided to the Applicant would be detrimental to the AMC in the performance of its functions and would also cause harm to any third parties with an interest in the Confidential Information.
	2. The Applicant acknowledges and agrees that:
		1. the AMC does not warrant the accuracy, veracity or completeness of the Confidential Information;
		2. the AMC does not accept any responsibility to inform, or to provide any further information to, the Applicant if the AMC becomes aware of any inaccuracy, incompleteness or change in the Confidential Information;
		3. it must make its own assessment of the Confidential Information and satisfy itself as to the accuracy, content, legality and completeness of that information;
		4. nothing in the Confidential Information constitutes a recommendation or offer with respect to the Tender; and
		5. it will conduct its own independent enquiries and analyses and will form, and rely upon, its own opinions in relation to the Confidential Information.
5. **WAIVER**
	1. A failure or delay by any party to enforce a provision of this Deed Poll will not be construed as in any way affecting the enforceability of that provision or this Deed Poll as a whole.
6. **OBLIGATIONS ARE ADDITIONAL TO ANY OTHER ARRANGEMENT**
	1. The rights and obligations created by this Deed Poll are in addition to any other obligation or duty which may arise under any contract, agreement, statute or otherwise of which the Applicant is a party or by which it is bound.
7. **GOVERNING LAW AND JURISDICTION**
	1. This Deed Poll is governed by the Laws of the Australian Capital Territory. The Applicant submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.
8. **NO EXCLUSION OF LAW**
	1. This Deed Poll will not be construed to exclude the operation of any principle of Law or equity intended to protect and preserve the confidentiality of the Confidential Information.
9. **AMENDMENTS**
	1. This Deed Poll may not be revoked without the prior written consent of the AMC.
10. **SEVERABILITY**
	1. If any provision of this Deed Poll is held to be invalid or unenforceable, it will be severed and the remaining provisions will not in any way be affected or impaired.
11. **REMEDIES CUMULATIVE**
	1. The rights and remedies provided under this Deed Poll are cumulative and not exclusive of any rights or remedies provided by Law or any other such right or remedy.
12. **COSTS**
	1. Except as otherwise provided in this Deed Poll, each party must pay its own costs and expenses in connection with preparing, executing, and performing this Deed Poll.
13. **Executed** and delivered as a **Deed Poll**.
14. ***Registration and Access to Additional Information***

*After reviewing the RFT documents (Part A, Part B, and Part C), interested Applicants must formally register their intent to participate in the tender process by completing the online registration form following the link provided on the tender web page.*

*Registrations must be submitted no later than 5:00 PM AEST, Friday 20 June 2025.*

*Upon receipt of a completed registration form and confirmation of, the Applicant will be granted access to a secure SharePoint folder containing additional supporting documentation relevant to this tender.*

Attachment D – SharePoint Folder Content list

The following information will be included in the AMC SharePoint folder:

Supporting Documents (Main Folder)

1. Assessment (Folder)
	1. Process Maps (Sub folder)
	2. Assessment Operations Procedure (Pdf file)
2. Accreditation
	1. Procedures (Subfolder)
		1. Procedures for Assessment and Accreditation of Medical Schools (Pdf file)
		2. Procedures for Assessment and Accreditation Specialist Medical Programs (Pdf file)
		3. Procedures for Assessing and Accrediting Prevocational Training Accreditation-Authorities (Pdf file)
		4. Accreditation Handbook (Pdf file)
	2. Process Maps (Subfolder)
		1. Initial Accreditation Process (Pdf file)
		2. Accreditation Overall Process (Pdf file)
		3. WBA Stages for Initial Assessment (Pdf file)
		4. WBA High Level overview (Pdf file)
		5. WBA Overall process Flow (Pdf file)
3. AMC Policies (Folder)
	1. AMC Code of Conduct (Pdf file)
	2. Privacy Policy (Pdf file)
	3. Procurement Policy (Pdf file)
4. Other Document

4.1 IT Non-Functional Requirements (Pdf file)