

Request for Tender: Process and Systems Improvement Project

PART B – RFT Conditions for Participation

May 2025



Australian
Medical Council Limited

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PART B – RFT Conditions for Participation

1. Overview (including Key Dates and Lodgement Instructions)

- 1.1 To support its mission, the Australian Medical Council (AMC) invites offers from Applicants to provide process improvement consulting services (the Requirement). In particular, the AMC is seeking to engage a consultant to guide and assist the AMC with a comprehensive project focused on redesigning and optimising core business processes alongside the selection and implementation of information technology systems.
- 1.2 This initiative aims to deliver transformative improvements to efficiency, effectiveness, adaptability, and stakeholder satisfaction while aligning technology investments with strategic goals in accordance with the requirements included in Part A – Detailed Requirements of this RFT.
- 1.3 The AMC invites Applicants to submit an offer to provide the Requirement. The successful Applicant will enter into a contract in the form of Part D – Draft Contract of this RFT. The final contract will incorporate details and documents referenced in this RFT and the successful Applicant’s Tender offer.
- 1.4 Key dates and lodgement instructions are included in the table below.

RFT Issue Date	Thursday, 15 May 2025
Industry Briefing (Zoom)	<p>An industry briefing will be held.</p> <p>Details of the industry briefing are as follows:</p> <p>Date: 04 June 2025</p> <p>The briefing will be held virtually by Zoom. Attendance and joining details will be provided following registration via Zoom.</p> <p>Details of the industry briefing are set out at clause 2.</p> <p>Zoom registration: Link (follow this link to register for the)</p>
Registration and Access to Additional Information via SharePoint folder	<p>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 available via the tender web page</p> <ul style="list-style-type: none"> Registrations must be submitted no later than 5:00 PM AEST, Friday 20 June 2025. <p>Upon receipt of a completed registration form and confirmation of acceptance of the deed poll terms, the Applicant will be granted access to a secure SharePoint folder containing additional supporting documentation relevant to this tender.</p> <p>Please note that late registrations may not be accepted. It is the sole responsibility of each Applicant to ensure timely registration in order to allow adequate time to review supporting materials and prepare a complete and compliant tender submission.</p>
Closing Date for Applicant Questions	5:00pm AEST, Friday 20 June 2025

Request for Tender (RFT) Closing Time and Date	11.59pm AEST, Friday 27 June 2025
Lodgement Information	Email responses including all required documentation to PSI@amc.org.au by RFT Closing Time and Date. Applications must be submitted in line with these lodgement instructions. The AMC will not accept applications that are hand-delivered, delivered via post, or faxed. AMC will not accept Tenders received after the RFT Closing Time and Date, unless the Tender was received late due solely to mishandling by AMC.
Use Email Subject:	Process and Systems Improvement Project Tender Submission - <i>(insert respondent organisation's name)</i>
Contact Officer (for all enquiries pertaining to this RFT):	Tatenda Chitsungo Email: PSI@amc.org.au
Tenders evaluated by the Tender Evaluation Panel (TEP) and shortlisting of Applicants	July 2025
Shortlisted Applicants provide demonstration / deliver showcase to TEP	August 2025
Selection of preferred Applicant	by mid – end August 2025
Expected Contract Execution Date	September 2025
Expected Contract End Date	To be decided

- 1.5 Any time or date in this RFT is for the convenience of the AMC. The inclusion of a time or date in this RFT does not create an obligation on the part of the AMC to take any action or exercise any right established in this RFT or otherwise.
- 1.6 Where this timetable varies significantly, the AMC will attempt to notify prospective Applicants as soon as is practicable.

2. Invitation

- 2.1 Applicants are invited to make a Tender offer that meets the requirements of this RFT.
- 2.2 By the Applicant responding to this RFT, the Applicant is agreeing to submit an offer in accordance with this RFT.

2.3 Australian Operational Presence Requirement

2.3.1 Tenderers must demonstrate a strong operational presence in Australia, including but not limited to a registered Australian business entity and the capacity to deliver services locally. Organisations without a demonstrable Australian base may be deemed ineligible to participate in this procurement process.

2.4 The Applicant acknowledges and agrees that:

2.4.1 this procurement is subject to relevant approvals by a person within AMC with requisite authority (including the delegated approval powers); and

2.4.2 any resultant contract from this procurement will not prevent the AMC from buying goods and services that are the same as, or similar to, the Requirement from any other consultant (whether or not that consultant is a successful Applicant in this procurement).

2.5 AMC Rights

2.5.1 The AMC reserves the right to:

- (a) terminate, stop or vary the tender process;
- (b) obtain and consider additional information (whether that information is obtained through the RFT process or by other means) relevant to a Tender;
- (c) determine a shortlist of Applicants at any time;
- (d) negotiate or decline to negotiate with any Applicant;
- (e) seek best and final offers from one or more Applicants;
- (f) negotiate with one or more Applicants, or
- (g) re- tender, at any time.

2.5.2 The AMC is not bound to accept the lowest priced Tender or any Tender.

2.6 Industry Briefing

2.6.1 AMC will be conducting an industry briefing at the time, date and location set out in the Key Dates and Lodgement Instructions table above.

2.6.2 Attendance at the industry briefing is optional and by registration via Zoom. Applicants wishing to attend the industry briefing are to provide the required details set out in Key Dates and Lodgement Instructions table. AMC will issue joining details to registered Applicants.

2.6.3 Industry briefings are conducted for the purpose of providing background information only. Applicants must not rely on a statement made at an industry briefing as amending this RFT, unless that amendment is confirmed by the AMC via an addendum or otherwise in writing.

2.7 SharePoint Folder

2.7.1 AMC has established a virtual SharePoint folder for this RFT. AMC will make a range of documents available in the SharePoint folder to assist Applicants in preparing their Tenders.

2.7.2 The SharePoint folder will be available from the date specified in the Key Dates and Lodgement Instructions table.

- 2.7.3 The documents available in the SharePoint folder are identified in the list of SharePoint folder documents set out at Attachment D – SharePoint folder Material of Part C and are the AMC's confidential information for the purposes of this RFT.
- 2.7.4 AMC requires Applicants to complete Tender Registration and SharePoint Access form provided on the AMC tender web page, before authorised personnel will be provided access to the SharePoint folder.
- 2.7.5 If the AMC is satisfied with information provided in the Tender Registration and SharePoint Access form it will email the Applicant link to access the online SharePoint folder.

2.8 RFT questions

- 2.8.1 Applicants are to direct any questions regarding this RFT to the Contact Officer in writing.
- 2.8.2 Applicants may submit questions to the Contact Officer up until the Deadline for Submission of Applicant's Questions specified in the Key Dates and Lodgement Instructions table.
- 2.8.3 Any questions submitted by Applicants are provided on the basis that the AMC may circulate these, and the AMC's response, to all other Applicants, without disclosing:
 - (a) the source of the question;
 - (b) any confidential information; or
 - (c) the substance of a proposed Tender.
- 2.8.4 Applicants should identify in their question what, if any, information in the question is confidential.
- 2.8.5 Approaches, direct or indirect, to other officers, employees or agents of the AMC for the purpose of obtaining information in respect of this RFT are prohibited.
- 2.8.6 If an Applicant believes they have found a discrepancy, error, ambiguity, inconsistency or omission in this RFT or any other information given or made available by the AMC in connection with this RFT, the Applicant should promptly notify the Contact Officer setting out the error in sufficient detail so that AMC may take corrective action, if any, it considers appropriate.

2.9 Addenda

- 2.9.1 If AMC elects to vary or supplement this RFT, it will inform Applicants by email shared as part of registration to participate in this tender. All addenda will be made available via AMC Website.
- 2.9.2 Applicants who register for this RFT and access to the SharePoint folder will be notified via email of any addenda issued. It is the responsibility of Applicants to ensure their contact details are accurately recorded at the time of registration.
- 2.9.3 AMC will not accept any responsibility if an Applicant fails to become aware of any addenda.
- 2.9.4 Applicants acknowledge that they will have no Claim against AMC if they fail to become aware of any alteration, correction or notice that was available to view on AMC tender website.

- 2.9.5 If the AMC makes a variation to the original RFT, we will take all reasonable efforts to ensure that the Addenda or supplement is given to the same distribution as the original RFT.

3. Lodgement of Responses to RFT

- 3.1 The Applicant should complete and provide its Tender response to this RFT to the email address specified in the Key Dates and Lodgement Instructions table in the manner requested in Part C – Applicant Information and Response Form of this RFT.
- 3.2 Responses must be lodged by the RFT Closing Time and Date shown in this RFT. Late Tenders will not be accepted, unless the Tender was received late due solely to mishandling by AMC.
- 3.3 Tenders must be lodged in PDF (.pdf) formats.
- 3.4 The file name of each document forming part of the Tender should:
- (a) include the Applicant's name; and
 - (b) where the Tender comprises multiple files, include a description reflecting the various parts of the Tender the file represents.
- 3.5 The total combined size of all Tender files should not exceed 40 megabytes.
- 3.6 Tenders should be completely self-contained. No hyperlinked or other material should be included by reference.
- 3.7 Applicants must take reasonable steps to ensure the Tender files lodged are virus and corruption free.

4. Ownership of Proposal documents

- 4.1 All Tenders become the property of the AMC upon submission and the AMC may use, retain and copy the information contained in the documents for the purposes of:
- (a) the RFT process and any future RFT process for another Tender, including the evaluation and selection of any Tender;
 - (b) preparation, and negotiation of any resultant contract or any other related purpose; and
 - (c) verifying the currency, consistency and adequacy of information provided under any other RFT process conducted by the AMC.
- 4.2 The AMC may disclose Tender documents to a third party for the purposes of assisting the AMC in the conduct of the RFT process and for the purposes described above.
- 4.3 Notwithstanding this clause and without prejudice to anything agreed in a formal contract between the AMC and preferred Applicant, ownership of intellectual property in the information in a Tender remains unchanged.

5. Confidentiality of Applicant's Information

Confidentiality

- 5.1 AMC will treat all Tenders submitted in response to this RFT as confidential, both before and after the award of any resultant contract.
- 5.2 However, AMC may disclose information provided by an Applicant:
- (a) to officers, employees, advisors or contractors of the AMC in relation to the RFT process;
 - (b) if authorised or required by law;
 - (c) for the purpose of defending any claim or proceeding in relation to the RFT process or any resultant contract;
 - (d) if this information is already in the public domain, other than due to a breach of confidence by AMC; or
 - (e) with the written consent of the Applicant.

6. Applicants to meet costs

- 6.1 Applicants are to meet all costs of responding to this RFT, including preparation, submission, lodgement, showcases/demonstrations and negotiation costs.

7. Applicants to inform themselves

- 7.1 Applicants are considered to have:
- (a) examined the RFT and any documents referred to in the RFT; and
 - (b) satisfied themselves as to the correctness and sufficiency of their Tenders including prices.

8. Conflict of Interest

- 8.1 You must declare any actual or perceived conflict of interest that is likely to arise if your Tender response is the successful Tender and how this conflict is proposed to be managed.
- 8.2 A conflict of interest means any matter which could:
- (a) prejudice the impartial conduct of the RFT process; or
 - (b) prevent the Applicant from performing any resulting contract diligently and independently.
- 8.3 This may include for example, where your organisation is also a product vendor or provider of technology solutions that are proposed for Stage 3.
- 8.4 Where, in the opinion of the AMC, the conflict of interest is one that compromises the integrity of the Tender process, or an Applicant's ability to perform the services diligently and independently and is unlikely to be satisfactorily managed, the AMC reserves the right to treat your submission as unsuccessful.
- 8.5 If you fail to disclose a conflict of interest in relation to this RFT, AMC also reserves the right to not consider your Tender any further, or to treat your submission as unsuccessful.

- 8.6 Your conflict of interest declaration should be provided in the relevant section of Part C - Applicant Information and Response Form.
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9. Improper assistance and collusive Proposals

- 9.1 AMC will exclude from further consideration any Tenders which have been compiled:
- (a) with improper assistance of employees, ex-employees, any consultant or adviser to the AMC; or
 - (b) in collusion with other Applicants.
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10. Security, Probity and Financial Checks

- 10.1 We may, as part of the evaluation process, conduct such security, financial, due diligence or probity checks as we consider necessary in relation to any Applicant, its officers, employees, partners, related entities and nominated subcontractors.
- 10.2 Applicants will be expected to provide reasonable assistance to the AMC regarding such checks, including supplying further information as we may request.
- 10.3 Any failure by an Applicant to assist AMC with conducting these checks may have an adverse impact upon the evaluation of the affected Tender.
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11. RFT Composition

- 11.1 This RFT for provision of process improvement consulting services comprises the following parts:
- (a) Part A – Detailed Requirements;
 - (b) Part B – Conditions for Participation;
 - (c) Part C - Applicant Information and Response Form
 - Attachment A – Statement of Non-Compliance against the Draft Contract
 - Attachment B – Tender Response Form (30-page limit)
 - Attachment C - SharePoint Folder Deed Poll
 - Attachment D - SharePoint Folder Materials List; and
 - (d) Part D – draft Contract.
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12. Formation of Contract

- 12.1 AMC proposes to enter into a contract with the successful Applicant in the form of Part D to this RFT.
- 12.2 Any non-compliances with the draft Contract should be clearly identified in the Applicant's non-compliances report in Attachment A – Statement of Non-Compliance against the Draft Contract to Part C - Applicant Information and Response Form.
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- 12.3 The draft Contract is an ICT Managed Services contract. The draft Contract contains clauses which include obligations on the successful Applicant to (amongst other things):
- (a) be fully responsible for the services and the solution;
 - (b) perform the Services to relevant performance and quality standards;
 - (c) comply with relevant confidentiality, privacy and security requirements;
 - (d) comply with acceptance requirements;
 - (e) provide AMC with sufficient intellectual property rights to use the Services and any deliverables, including to provide these deliverables to third parties (if required); and
 - (f) cooperate with other third parties in providing the Services.

13. Notification

- 13.1 All Applicants will be informed in writing of the outcome of their submission at the earliest opportunity.
- 13.2 Following the completion of the RFT process, only Applicants who were shortlisted and interviewed may request an oral debriefing by contacting the contact officer. Applicants will not be provided with information concerning other Tenders

14. Disclaimer

- 14.1 This RFT is an invitation to treat. Nothing in this RFT should be construed as giving rise to any contractual or equitable obligations of the AMC to any Applicant. No contractual obligations or liabilities are intended to arise as a consequence of this RFT unless and until AMC executes a contract with a preferred Applicant.
- 14.2 Applicants participate in this RFT at their own risk. AMC will not be responsible for any costs or expenses incurred by Applicants as a result of participating in this RFT.

15. Evaluation of Proposals

15.1 Criteria

- 15.1.1 The AMC will appoint a Tender Evaluation Panel (TEP) to review and select the successful Tender against the selection criteria in clause 9 of Part A of this RFT. Shortlisted applicants may be invited for an interview or to provide a presentation to the AMC panel.
- 15.1.2 A final recommendation of the Applicant to be engaged will be made by the TEP in consideration of submitted response, and in consideration of interview response / presentation by shortlisted Applicants.
- 15.1.3 The AMC may also seek additional information and referee reports from other sources.

15.2 Non-Compliance

- 15.2.1 Any Tenders that do not meet the minimum content and format requirements or conditions for participation, or are otherwise incomplete or unacceptable, illegible or

clearly not competitive may be excluded from consideration at any time during evaluation of Tenders.

- 15.2.2 Further, each part of this RFT must be satisfactorily completed by Applicants. Where a part of this Tender is not satisfactorily completed, the AMC reserves the right, in its sole discretion, to exclude the Tender from further consideration.
- 15.2.3 The AMC may also exclude a Tender if the Applicant does not promptly provide all reasonable assistance to the AMC, including in relation to the AMC's risk assessment, security, probity or financial investigations, or an insolvency event occurs in relation to an Applicant or any of its related bodies corporate.

16. Unintentional Errors of Form

- 16.1 If the AMC considers that there are unintentional errors of form in a Tender, the AMC may request the Applicant to correct or clarify the error, but will not permit any material change to the Tender where to do so would be unfair to other Applicants.

17. Public statements

- 17.1 Except with the prior written approval of the AMC, Applicants must not make a statement or provide any other information for publication in any media concerning this RFT process including the acceptance of any Tender, commencement of negotiations, creation of a shortlist, or notification that an Applicant is the preferred Applicant.
- 17.2 The AMC may exclude a Tender from further consideration if the Applicant does not comply with the requirement in this clause.
- 17.3 Participation in this RFT process does not limit an Applicant's obligation to comply with any law or rule of a stock exchange.



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