



# SHIRE OF NAREMBEEN

## REQUEST FOR TENDER

<b>Request for Tender (RFT)</b>	Provision of Medical Services to the Narembeen Community
<b>Deadline</b>	12.00 Noon WST <b>Monday 19 September 2022</b>  <b>RFT must be received no later than the deadline</b>
<b>Address for Delivery:</b>	Delivered to:- Chief Executive Officer Shire of Narembeen 1 Longhurst Street NAREMBEEN WA 6369  Or via Email:- <a href="mailto:ceo@narembeen.wa.gov.au">ceo@narembeen.wa.gov.au</a>
<b>Enquiries:</b>	All enquiries to: Requesting Officer David Blurton – CEO Telephone 08 9064 7308 Email: <a href="mailto:ceo@narembeen.wa.gov.au">ceo@narembeen.wa.gov.au</a>
<b>RFT Number:</b>	01/2022
<b>Date of Issue:</b>	18 August 2022

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## CONDITIONS OF TENDER

### INTERPRETATION

Italicized text used in this *Request for Tender* are defined for this *Document* only. Defined words not italicized in the *Request for Tender* are to be taken as defined text. Immediate notification is to be made to the *Superintendent* for definition and clarification.

#### 1.1 DEFINITIONS

**Attachments:** The *Documents* you attach as part of your tender.

**Basic Order:** Purchase Order

**Shire:** The *Shire of Narembeen* (SoN).

**Customer / Principal:** In this case *Shire of Narembeen* (SoN).

**Contract:** Legal binding agreement between the *Respondent* and the *Customer* for this *RFT*. The project *Contract* will consist of the successful *Respondent's RFT* submission including: appendices, referenced *Documents* herein, the *Conditions of Tender* and the terms and *Conditions of Contract*.

**Contract Date:** The date by which the Formal Instrument of Agreement is signed by both parties.

**Conditions of Contract:** Means these terms and *Conditions of Contract*.

**Deadline:** The *Deadline* for lodgement of the *Tender* stipulated on the front of this *RFT*.

**Document(s)/Documented/Documentation:** Technical product or products under use to illustrate and denote the *Requirements* in the *RFT*. The set of technical *Documents* provided as appendices of this *Document* and the associated referenced material.

**Offer:** The final submission to supply the *Requirements* in response to the *RFT*.

**Request for Tender (RFT):** This *Document*, including appendices.

**Requirement/s:** The goods and/or services requested by the *Customer* in this *RFT*.

**Respondent:** A person or corporation who submits an *Offer* to the *Customer*.

**Standard(s):** All current Australian / NZ *Standards* and referenced *Documents* in those Codes or Acts;

**Superintendent:** Is the person appointed by the *Customer* to administer the *Contract* terms and conditions. This person will be the contact for the *Principal* for *Works* required by this *Document*.

**Supplier:** Means the person or persons, corporation or corporations whose *Tender* is accepted by the *Customer*, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations.

**Work(s):** The whole of the *Work* to be executed in accordance with the *Contract*, including variations provided for by the *Contract*, which by the *Contract* is to be handed over to the *Customer*.

## 1.2 INVITATION PROCESS

### **Respondent acceptance**

By submitting a *Tender*, the *Respondent*:

- (a) accepts these *Request for Tender* Conditions.
- (b) *Offers* to enter into a *Contract* with the *Customer* to provide the Goods, Services and Deliverables,

and the *Customer* may accept the *Tender* during the *Offer* Validity Period.

### **Customer discretion**

The *Customer* may make any changes to the Invitation Process in its absolute discretion, by notifying the *Respondents*. Without limitation, the *Customer* may:

- (a) add or change *Requirements*;
- (b) amend dates including extend the Closing date and time;
- (c) consider or reject a *Tender* received after the Closing date and time;
- (d) accept non-Conforming *Offers*, alternative or innovative *Offers*, *Tenders* in part, or multiple *Tenders*;
- (e) reject any or all *Tenders*;
- (f) amend the evaluation criteria stipulated in the *Request for Tender*;
- (g) exercise discretion in evaluating any subjective evaluation criteria;
- (h) negotiate with one or more *Respondents* and allow any *Respondent* to vary its *Tender*;
- (i) interview, negotiate or hold discussions with any *Respondent* or prospective *Respondent* on any matter contained (or proposed to be contained) in a *Tender* to the exclusion of others;
- (j) request some or all *Respondents* to conduct site visits, provide references and additional information, and/or make themselves available for panel interviews;
- (k) change the terms and conditions applicable to the Invitation Process, including terms of the proposed *Contract*; or
- (l) cancel the Invitation Process.

The *Respondent* will not make any claim in connection with a decision by the *Customer* to exercise or not to exercise any of its rights in relation to the Invitation Process.

## 1.3 NO RELIANCE ON INFORMATION

The *Respondent* is responsible for making its own investigation and assessment about all matters relevant to the *Request for Tender*, the *Requirements*, the accuracy of all information and *Documents* provided by or on behalf of the *Customer*, and all other matters relevant to the *Respondent's Tender*.

#### 1.4 RESPONDENT COST

Participation in the Invitation Process is at the *Respondent's* cost. The *Customer* is not required to pay compensation to the *Respondent* in relation to the Invitation Process in any circumstances, for any reason.

#### 1.5 SUBJECT TO CONTRACT

No *Contract* will be formed between the *Customer* and the *Respondent* unless and until the *Customer* accepts the *Respondent's Tender* in writing or both parties sign a *Contract Document*.

#### 1.6 COMPLIANCE

The *Respondent* must:

- (a) direct all enquiries relating to the Request for Tender to the Customer's nominated contact person, and not discuss the Request for Tender with any other person except as required to prepare its Tender.
- (b) ensure that all information provided as part of its Tender is complete, accurate, current, and not misleading.
- (c) comply with all Laws.
- (d) keep confidential all confidential Information which it obtains as part of the Invitation Process, not use it except for the purpose of responding to the Request for Tender, and not disclose it except to its Personnel on a need to know basis for the purpose of responding to the Request for Tender, or with the Customer's consent, or to the extent required by Law, or to its professional advisors.
- (e) if it collects or has access to any Personal Information in connection with the Invitation Process, comply as if it was the Customer with the privacy principles in the Privacy Act or the Australian Privacy Principles in the Privacy Act, as applicable, in relation to that Personal Information and comply with all reasonable directions of the Customer relating to the Personal Information;
- (f) not make any public announcements or advertisement relating to the Invitation Process.
- (g) ensure that its Personnel also comply with these requirements.
- (h) ensure that all representations, warranties, declarations, statements, information and Documents ("information") made or provided by the Respondent in connection with the Invitation Process are complete, accurate, up-to-date and not misleading in any way. The Respondent must immediately tell the Customer if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way.

#### 1.7 ANTI-COMPETITIVE CONDUCT AND CONFLICT OF INTEREST

##### **Anti-competitive conduct**

The *Respondent* warrants that neither it, nor its Personnel have engaged in any collusive, anti-competitive or similar conduct in connection with the Invitation Process or any actual or potential *Contract* with any entity for goods and *Services* similar to the Goods and *Services*.

**Conflict of Interest**

The *Respondent* warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a Conflict of Interest is created, or may appear to be created, in conflict with its obligations under these *Request for Tender* Conditions or the proposed *Contract*, except as disclosed in the *Respondent's Tender*.

The *Respondent* warrants that it will not, and it will ensure that its Personnel do not, place themselves in a position that may give rise to a Conflict of Interest between the interest of the *Customer* and the *Respondent's* interests during the Invitation Process.

The *Respondent* warrants that it will immediately notify the *Customer* if any Conflict of Interest arises after lodgement of the *Respondent's Tender*.

**Warranties are ongoing**

The warranties in this section are provided as at the date of the *Respondent's* response to the *Request for Tender* and on an ongoing basis until the later of the *Customer* notifying the *Respondent* that its *Tender* has been rejected and expiry or termination of any *Contract* entered pursuant to the Invitation Process ("relevant period").

The *Respondent* warrants that it will immediately notify the *Customer* if it becomes aware that any warranty made in this section was inaccurate, incomplete, out-of-date or misleading in any way when made, or becomes inaccurate, incomplete, out-of-date or misleading in any way, during the relevant period.

**Breach of warranty**

In addition to any other remedies available to it under Law or *Contract*, the *Customer* may, in its absolute discretion (but is not required to), immediately disqualify a *Respondent* that it believes has breached any warranty in this clause.

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## 1.8 RESPONDENT CONFIDENTIAL INFORMATION

The *Customer* will keep confidential all Confidential Information of the *Respondent* which it obtains as part of the Invitation Process.

The Customer may use Respondent Confidential Information for the purposes of the Invitation Process. The Customer may disclose Respondent Confidential Information:

- (a) to its Personnel for the purposes of the Invitation Process;
- (b) as required under the Freedom of Information Act;
- (c) as required by Law;
- (d) to a Minister, their advisors or Parliament;
- (e) to its professional advisors.

The *Customer* may publish information about the Invitation Process and any resulting *Contract* where required or recommended.

## 1.9 RESPONDENT RECORDS

### (a) Custody

Custody arrangements between the Shire of Narembeen and the *Contractor(s)/agent(s)* for State records stored on and off site by the *Contractor* are specified in the *Contract/as follows*:

- In accordance with the provisions of the State Records Act 2000, some records as reasonably created or collected by the *Contractor* in the course of undertaking this *Contract* that are not commercial in confidence, will be deemed a government-owned asset i.e. ownership and propriety interest of said documentation shall remain vested in the *Principal's* name in perpetuity. Refer to the Records Keeping Policy for definition of a record.

### (b) Contract Completion

All arrangements regarding record custody, ownership, disposal and transfer upon the completion of the *Contract(s)/agreement(s)* are specified in the *Contract(s)/agreement(s)* as follows:

- The Contractor shall; at the Principal's request or on completion, expiry or termination of this Contract; provide and/or return to the Principal the following records; including but not limited to Contract variation documents, as constructed drawings, operating manuals and/or instructions, warranties, maintenance records and a detailed sub-Contractor listing that were created, received, stored and maintained during the course of this Contract.

## 1.10 EVALUATION PROCESS AND ACCEPTANCE OF TENDER

This is a Request for Tender (RFT). Your tender will be evaluated using information provided in your submission. The Principal is not bound to accept the lowest priced tender and may reject any or all tenders submitted.

The following evaluation methodology will be used in respect of this Request:

- a) Submissions are checked for completeness and compliance. Submissions that do not contain all information requested (e.g. Completed Offer Form and Attachments) may be excluded from evaluation.
- b) Submissions are assessed against the Selection Criteria and tendered prices are evaluated.
- c) The most suitable Submissions may be short listed and those respondents may also be required to clarify their submission, make a presentation, and/or demonstrate the product/solution/services being offered. Referees may also be contacted prior to the selection of the successful bidder.

A Contract may then be awarded to the Respondent whose submission is considered the most advantageous to the Principal.

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## SPECIFICATION

### 3.1 BACKGROUND

An excellent opportunity has arisen for a General Practitioner or organisation to establish and grow their business at the Narembeen Medical Centre.

The Shire owned Narembeen Medical centre is a modern facility comprising five consultation rooms, pathology room and kitchen. The opportunity includes up to date equipment and IT systems to enable transition to a new operator.

The current General Practitioner who has served the community well for a period of 21 years has elected to transition to retirement but may remain available locally to support the successful candidate.

Narembeen is a vibrant and welcoming town which is well known for its generosity and community spirit. It is in the heart of the Wheatbelt region, 286km east of Perth, WA. The town has evolved from its traditional rural history and today plays a key role within the Wheatbelt in cereal cropping, cattle and sheep production, agricultural innovation, and mining as well as support from industries such as engineering, auto works and tourism.

The Shire of Narembeen is home to 787 residents and is well serviced with a highly regarded District High School, Hospital, and Chemist. The town represents the perfect opportunity for an aspiring General Practitioner to establish a successful business.

### 3.2 SCOPE

The Shire of Narembeen is offering a contract up to five-years with an option for a further five years in return for the provision of a General Practitioner and associated medical services to the Narembeen community.

The Shire of Narembeen has agreed to provide a package of benefits including:

- Provision of Medical Centre with 5 consultation rooms, kitchen, and pathology room.
- Provision of equipment including IT systems.
- Provision of well-located 4 x 2 house including gardening services.
- Provision of Motor Vehicle.

The Shire of Narembeen will not have any involvement with the day-to-day operations of the service.

A Contract for the Provision of Services will be negotiated with the successful Tenderer and will include an acknowledgement that the Shire of Narembeen expects high quality medical services to be delivered to the residents of the Shire of Narembeen.

The contractor must be registered under the Health Practitioner Regulation National Law (WA) Act to practice as a medical practitioner, or hold a provisional registration under the Act that permits the Medical Service Practitioner to provide the medical services and shall in the performance of its obligations under the Contract, at all times, duly perform and fulfil the requirements under any statutes of the Commonwealth of Australia, or of the State of Western Australia, or any local laws, ordinances, or regulations of any authority constituted under such statutes.

The Medical Services Provider must, during the Term, provide the medical services to the

reasonable satisfaction of the principal and must:

- Provide all aspects of general practice services and management of the medical centres.
- Emergency call outs to the Narembeen Hospital.
- Employ all clinical and administrative staff required to conduct the medical services.
- Provide a General Practitioner service for at least four days per week for a minimum 47 weeks per annum.
- Engage a locum General Practitioner during any period of leave of 14 days or more taken by the General Practitioner.
- Keep the Narembeen Medical Centre free from dirt and rubbish, and all medical waste and other rubbish and refuse to be stored in appropriate receptacles.
- All reasonable precautions are to be taken to keep the Medical Centre free of rodents, vermin, insects, pests, birds and animals.
- All reasonable precautions are to be taken to prevent pollution or contamination at the Medical Centre.
- The Medical Service Provider shall have sufficient understanding of the English language and of relevant technical terminology to be able to read, converse and receive instructions in English.
- Police clearance may be required if requested by the Principal.

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**RESPONDENT'S SUBMISSION****4.1 RESPONSE FORM**

Chief Executive Officer  
 Shire of Narembeen  
 1 Longhurst Street  
**NAREMBEEN WA 6369**

I/We (Registered Entity Name) \_\_\_\_\_  
 (BLOCK LETTERS)

of \_\_\_\_\_  
 (REGISTERED STREET ADDRESS)

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail (if any): \_\_\_\_\_

**In response to Request for Tender RFT 01/2022 Provision of Medical Services**

I/We agree that I am/We are bound by and will comply with this Request and its associated schedules, *Attachments*, all in accordance with the Conditions contained in this Request.

I/We declare that we have not colluded with any other *Respondents* in preparing its *Tender*.

I/We agree that the tendered price is valid for thirty (30) calendar days from the date of the *Tender* unless extended on mutual agreement between the *Customer* and the *Respondent* in writing.

I/We agree that there will be no cost payable by the *Customer* towards the preparation or submission of this Response irrespective of its outcome.

The consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this *RFT*.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Signature of authorised signatory of *Respondent*: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): \_\_\_\_\_

Position: \_\_\_\_\_

Mobile No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorised signatory postal address: \_\_\_\_\_

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## 4.2 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, *Respondents* must note the following:

- (a) All information relevant to your answers to each criterion are to be contained within your Submission;
- (b) *Respondents* are to assume that the Evaluation Panel has no previous knowledge of their organisation, its activities or experience;
- (c) *Respondents* are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- (d) *Respondents* are to address each issue outlined within a qualitative criterion.

<p><b>(A) Relevant Experience in providing medical services</b></p> <p><i>Your response must detail the following:</i></p> <ul style="list-style-type: none"> <li>(a) Details of similar professional experience.</li> <li>(b) Demonstrate competency and proven track record of achieving outcomes.</li> <li>(c) Qualifications and professional memberships of key staff</li> <li>(d) Contact details of at least 2 referees</li> </ul>	<p><b>Weighting: 50%</b></p>
<p><b>(B) Price</b></p> <ul style="list-style-type: none"> <li>(a) <i>Respondents</i> must complete the Schedule of Prices at 4.4.</li> </ul>	<p><b>Weighting: 50%</b></p>

## 4.3 COMPLIANCE CRITERIA

Please select with a “Yes” or “No” whether you have complied with the following compliance criteria:

Description of Compliance Criteria	
a) Compliance with the conditions of responding to the Request for Tender outlined in <b>Part 1</b> of this document.	Yes / No
<p>b) Risk Assessment</p> <p>Tenderers must address the following information in an attachment and label it <b>Risk Assessment</b>:</p> <ul style="list-style-type: none"> <li>i) <i>An outline of your organisational structure inclusive of any branches and number of personnel.</i></li> <li>ii) <i>If companies are involved, attach the current ASC company extracts search including latest annual return or Annual Financial Report.</i></li> <li>iii) <i>Provide details of the organisation’s directors/company owners/ management committee or board members and any other positions held with other organisations.</i></li> <li>iv) <i>Provide a summary of the number of years your organisation has been in operation.</i></li> <li>v) <i>Are you acting as an agent for another party? If Yes, attach details (including name and address) of your principal.</i></li> <li>vi) <i>Are you acting as a trustee of a trust? If Yes, give the name of the trust and provide the names and addresses of beneficiaries.</i></li> </ul>	<p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p> <p>Yes / No</p>

**PART 3****COMPLETE AND RETURN THIS PART**

vii)	<i>Do you intend to subcontract any of the requirements? If Yes provide details of the subcontractor(s) including; the name, address and the number of people employed; and the requirements that will be subcontracted.</i>	Yes / No
		Yes / No
viii)	<i>Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If Yes, please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.</i>	Yes / No
ix)	<i>Are you presently able to pay all your debts in full as and when they fall due?</i>	Yes / No
x)	<i>Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? If Yes please provide details.</i>	Yes / No
Are you able to meet the following Insurance requirements?		Yes / No
The registration standard set out by the Medical Board of Australia's requirements for professional indemnity insurance arrangements for Medical Practitioners		
The successful tenderer will be required to supply Certificates of Currency the above policies within 30 days of acceptance.		

**4.4 PRICING SCHEDULE**

Component	Detail	\$ Annual cost excluding GST
Management / Business Support Fee	Amount payable by Shire of Narembeen. Includes fees for delivery of services such as practice management and operating costs of the Medical Centre.	
Hospital Call out availability fee	Amount Shire of Narembeen Pays to ensure GP attendance at after hours emergencies at Narembeen Hospital	
Contribution towards Housing <b>or</b> Provision of Shire owned house including gardening service to be negotiated.		
Contribution towards Vehicle <b>or</b> provision of shire owned vehicle to be negotiated. Current vehicle is Toyota Kluger		
Any other subsidy or payment (please detail)		
<b>Total</b>		

**\*All Prices Shall be Exclusive of GST**

**RESPONDENT’S SIGNATURE:** .....

**Date:** .....

**WITNESS SIGNATURE:** .....

**Date:** .....