

Eastern Melbourne Primary Health Network Procurement terms and conditions

1. Definitions

Applicant is an authorised delegate who can submit an Application on behalf of a business.

Application is the written response submitted via email to RACFsupport@emphn.org.au

Close date and time is the final closing date and time to submit an Application.

Market release refers to any advertisements, notices or requests issued through

EMPHN is Eastern Melbourne Primary Healthcare Network.

Requirement means what the applicant must address in Market Release documents.

2. Information for applicants

Applicants are required to familiarise themselves with all components of this Market Release including, if issued, responses to questions and addendums to ensure the Application meets EMPHN's requirements.

EMPHN will not be liable for any costs and expenses incurred by applicants associated with the development and preparation of the applications including, if applicable, subsequent presentations, meetings, and additional information required by EMPHN

To the extent not prohibited by law, no applicant, whether successful or unsuccessful, shall be entitled to make any claim against EMPHN for any costs, expenses, losses or damages.

EMPHN reserve the right to withdraw from, or alter, the requirements described in this document at any given time.

EMPHN reserve the right to recuperate any unsubstantiated or unspent balance as outlined in the successful applicant's application if the applicant fails to submit appropriate evidence or receipts as required during the contractual period.

3. Application preparation

Applicants must follow the instructions within the Application Form and ensure attachments are in a Microsoft Word, Excel or PDF format. Incomplete or hard copy documents will not be accepted by EMPHN

4. Application upload

Please consider the time zone difference if applying from other states and/or territories.

EMPHN is not obligated to accept any applications that have not been completed on time or caused by complications such as technical failures.

5. Application validity

All applications must remain valid and open for acceptance for a minimum of 30 days from the closing time.

This period may be extended by mutual agreement between EMPHN and the applicant.

6. Application acknowledgement

Upon the receipt of an application, EMPHN will issue an email notification to the email address provided, confirming the application has been received.

If you do not receive the email confirmation, please contact RACFsupport@emphn.org.au

7. Late application

Any attempt to submit an application outside of the stated application process or after the closing date will not be accepted by EMPHN

8. Evaluation panel

EMPHN will form an evaluation panel comprising of members chosen for their relevant expertise in commissioning health services

9. EMPHN clarification

EMPHN may seek further information from the applicant after the close date. Any requests for information will be issued by the EMPHN procurement team to the contact person listed on the application form.

10. Right to negotiate

EMPHN reserves the right to negotiate with applicant(s) after the close date to allow alterations to an application.

11. Conflict of interest

The applicant must declare to EMPHN any matter or issue which is, may be perceived to be or may lead to a conflict of interest regarding their application or participation in the services described.

If a potential conflict of interest is identified, the applicant will be responsible to include in the application how the conflict of interest may be managed.

Evaluation panel members will be required to identify any potential or perceived conflict of interest which will be managed in accordance with EMPHN's Conflict of Interest Policy.

12. Confidentiality

The applicant shall not, without the written approval EMPHN, use any information provided other than in the development of the application and any documents must be destroyed in an appropriate secure manner.

Applications that are received will be regarded as confidential and will not be disclosed to a third party without the prior written consent of the applicant.

13. No legal binding contract

No legal relationship will exist between EMPHN and an applicant until a binding agreement is executed by both parties.

14. No publicity

The recipient of this Market Release must not make any public announcements or do any advertising relating to this Market Release.

15. Outcome notification

Applicants will be formally advised in writing and soon as practicable by the Procurement team from EMPHN.

16. Feedback requests

Feedback requests (debriefing) will not be offered on this occasion.