

Expression of Interest (EOI)

ACT Bulk Billing Clinics [PAC130]

Contents

Introduction

Part A - Reference Schedule

Part B - Statement of Requirements

Part C - Conditions of the EOI Process

Introduction

Capital Health Network (CHN) is the Primary Health Network (PHN) for the ACT. PHNs have been established by the Australian Government with the key objectives of:

- Increasing the efficiency and effectiveness of health services for patients, particularly those at risk of poor health outcomes, and
- Improving coordination of care to ensure patients receive the right care in the right place at the right time.

CHN has received funding from the Department of Health, Disability and Ageing (the Department) to establish three new fully bulk billing general practices in the ACT until 30 June 2028

This procurement activity is a multi-stage process commencing with an EOI . This EOI is open to private providers of General Practice services in Australia. Eligibility requirements include:

- Owns and/or operates an existing general practice in Australia.
*Existing practices do not need to be based in the ACT but the selected provider will be expected to have an understanding of the local sector and needs.
- Be willing to recruit and retain appropriate workforce
- Be willing to commit to bulk-billing for 3 years with an intention to maintain bulk-billing after the funding period
- Be willing to work with the PHN to collect and monitor service data including patient reported outcomes and experience measures
- Commit to establishing the clinics in the region(s) identified through CHN's needs assessment

Selected preferred providers will then agree and sign a Service Order (contract) to commence referrals.

Following the Expression of Interest, eligible applicants from the EOI process will be given the opportunity to submit a proposal through a Request for Proposal (RFP) process. The RFP will be released for providers to provide a detailed response focusing on:

- Model of care
- Clinical governance , policies and procedures
- Workforce model, recruitment, retention
- Funding model and sustainability
- Budget
- Reporting

A tender briefing will be held during the RFP period.

Anticipated Funding

Up to \$3.34M is available for each clinic over 3 years.

Anticipated timeframes

This procurement activity will be undertaken in accordance with the below timeframes:

Stage 1 - EOI	Activity	Date
	EOI open	22/09/2025
	End of period for Questions	02/10/2025
	EOI close	08/10/2025

Part A: Reference Schedule

The information contained in this Reference Schedule must be read in conjunction with **Part C** of this EOI.

Item 1	EOI Reference	EOI – PAC130
Item 2	Key contact during EOI process	Anais le Gall Email: tenders@chnact.org.au
Item 3	Timetable <i>Please note this timetable may be changed by CHN in accordance with the Conditions of the EOI process set out in Part C of this EOI.</i>	
	EOI issued	Monday 22/09/2025
	Briefing Session	N/A
	Deadline for Questions	5.00pm Thursday 02/10/2025 Questions or requests for information must be submitted via email to tenders@chnact.org.au and include the following reference in the subject heading: EOI PAC130
	Closing time and date	5.00 pm Wednesday, 08/10/2025
Item 4	Lodgement	
	Lodgement instructions	EOI Responses are to be submitted via this link All applications must respond to the Statement of Requirements (Part B) in accordance with the Conditions of the EOI Process (Part C).
Item 5	Additional materials and information	
Item 6	Additional Rules	Where relevant, applicants must adhere to relevant national service safety and quality health standards and guidelines, and the following: <ul style="list-style-type: none"> • National Aboriginal and Torres Strait Islander Health Plan 2021–2031 Australian Government Department of Health and Aged Care for Aboriginal and Torres Strait Islander Health. • The National Redress Scheme Grant Connected Policy • Commonwealth Child Safe Framework • National Child Safe Principles • Multicultural Access and Equity Policy

Part B: Statement of Requirements

Overview of Program

The Commonwealth Government, through the Primary Health Care Quality and Coordination program has committed funding to establish 3 new fully funded bulk billing general practices in the ACT.

This grant opportunity is intended to attract more General Practitioners and increase the number of bulk billing clinics in the ACT, giving residents more access to affordable healthcare.

The intended outcomes of the program include improved quality of care for patients, improved access to primary health care, improved coordination of care for patients and integration of health services, and the needs of patients at risk of poor health outcomes are met through efficient and effective primary health care services.

Requirements

CHN is seeking 1 or more providers to establish three new fully bulk billing general practices in the ACT.

\$10.5M over 3 years has been committed to establish 3 new bulk billing clinics in the ACT with the objectives of:

- Establishing new clinics
- Increasing access to bulk billed general practice services
- Recruiting and retaining new workforce to the ACT
- Improve health equity and access to comprehensive care

Funding will be available to:

- Attract, relocate and retain GPs
- Continuing professional development with focus on at-risk populations
- Support establishment of new clinics including capital and fit-out costs
- Consumables and medical equipment
- IT infrastructure
- Non-clinical staff
- Data collection

It will be the responsibility of the general practice and eligible providers to ensure Medicare billing is compliant under the Health Insurance Act 1979 (Cth; HIA), including subsection 19(2) (s19(2)).

Part C: Conditions of the EOI Process

1. Application of these rules

Participation in the EOI Process is subject to compliance with the rules contained in this **Part C**.

All persons (whether or not they submit an EOI) having obtained or received this EOI may only use it, and the information contained in it, in compliance with the rules set out in this **Part C**.

All Respondents are deemed to accept the rules contained in this **Part C**.

The rules contained in this **Part C** of the EOI apply to:

- a. the EOI and any other information given, received or made available in connection with the EOI including any additional materials specified in the **Reference Schedule (Part A)** and any revisions or addenda,
- b. the EOI Process, and
- c. any communications (including any briefings, presentations, meetings or negotiations) relating to the EOI or the EOI Process.

2. Structure expression of Interest

This EOI consists of the following parts:

Introduction – contains an overview of the opportunity presented in, and the objectives of, this EOI.

Part A – Reference Schedule

Part B - Statement of Requirements describes the Goods and/or Services in respect of which CHN invites EOIs from invited suppliers.

Part C - Conditions of the EOI Process sets out the rules applying to the EOI documents and to the EOI Process. These rules are deemed to be accepted by all Respondents and by all persons having received or obtained the EOI.

3. Expression of Interest

3.1 Status of EOI

This EOI is not an offer. It is an invitation for potential Suppliers to submit an Expression of Interest for the provision of the Goods and/or Services set out in the Statement of Requirements contained in **Part B** of this EOI.

Nothing in this EOI is to be construed as creating any binding contract for the supply of the Goods and/or Services (express or implied) between CHN and any Respondent until CHN and a Respondent enter into a final, binding contract.

3.2 Accuracy of EOI

While all due care has been taken in connection with the preparation of this EOI, CHN does not warrant the accuracy of the content of the EOI and CHN will not be liable for any omission from the EOI.

3.3 Additions and amendments

CHN reserves the right to change any information in, or to issue addenda to, this EOI.

3.4 Representations

No representation made by or on behalf of CHN in relation to the EOI (or its subject matter) will be binding on CHN unless that representation is expressly incorporated into any contract(s) ultimately entered into between CHN and a respondent.

3.5 Licence to use and Intellectual Property Rights

Suppliers obtaining or receiving this EOI and any other documents issued in relation to this EOI may use the EOI and such documents only for the purpose of preparing a response.

Such Intellectual Property Rights as may exist in the EOI and any other documents provided to Respondents by or on behalf of CHN in connection with the EOI Process are owned by (and will remain the property of) CHN except to the extent expressly provided otherwise.

3.6 Availability of additional materials

Additional materials (if any) may be accessed in the manner set out in the **Reference Schedule (Part A)**.

4. Communications during the EOI Process

4.1 Key Contact

All communications relating to the EOI and the EOI Process must be directed to the Key Contact by email to tenders@chnact.org.au.

4.2 Requests for clarification or further information

Any communication by a Respondent to CHN will be effective upon receipt by the Key Contact (provided such communication is in the required format).

CHN may restrict the period during which it will accept questions or requests for further information or for clarification and reserves the right not to respond to any question or request, irrespective of when such question or request is received.

Except where CHN is of the opinion that issues raised apply only to an individual Respondent, questions submitted and answers provided will be made available to all potential Suppliers as described in Part A at the same time without identifying the person or organisation having submitted the question.

A potential Supplier may, by notifying the Key Contact in writing, withdraw a question submitted in accordance with this **section 4.1 and 4.2**, and only if the question remains unanswered at the time of the request.

4.3 Improper assistance

Respondents must not seek or obtain the assistance of directors, employees, agents, contractors or service providers (with respect to this EOI) of CHN in the preparation of their response to this EOI. In addition to any other remedies available to it under law or contract, CHN may, in its absolute discretion, immediately disqualify a Respondent that it believes has sought or obtained such assistance.

4.4 Anti-competitive conduct

Respondents and their respective directors, officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Respondent or any other person in relation to the preparation, content or lodgement of their response. In addition to any other remedies available to it under law or contract, CHN may, in its absolute discretion, immediately disqualify a Respondent that it believes has engaged in such collusive or anti-competitive conduct.

4.5 Complaints about the EOI Process

Any complaint about the EOI Process must be submitted to the Key Contact via email to tenders@chnact.org.au immediately upon the cause of the complaint arising or becoming known to the Respondent. The written complaint statement must set out:

- a. the basis for the complaint (specifying the issues involved)
- b. how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint
- c. any relevant background information, and
- d. the outcome desired by the person or organisation making the complaint.

5. Submission of Responses

5.1 Lodgement

Respondent responses must be lodged only by the means set out in the **Reference Schedule (Part A)**.

5.2 Late responses

Responses must be lodged by the Closing Time set out in the **Reference Schedule (Part A)**. The Closing Time may be extended by CHN in its absolute discretion.

Responses lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this EOI will be disqualified from the EOI Process and will be ineligible for consideration, except where the Respondent can clearly demonstrate (to the reasonable satisfaction of CHN) that late lodgement of the response:

- a. resulted from the mishandling of the Respondent response by CHN, or
- b. was hindered by a major incident and the integrity of the EOI Process will not be compromised by accepting a response after the Closing Time.

The determination of CHN as to the actual time that a response is lodged is final. Subject to (a) and (b) above, all responses lodged after the Closing Time will be recorded by CHN, and will only be processed for the purposes of identifying a business name and address of the Respondent. CHN will inform a Respondent whose response was lodged after the Closing Time of its ineligibility for consideration.

6. EOI documents

6.1 Format and contents

Respondents must ensure that:

- a. their response is presented on the required template
- b. all the information fields in the EOI template are completed and contain the information requested, and
- c. links to websites or online documents must not be included in the EOI template as they will not be reviewed by CHN.

CHN may in its absolute discretion reject a response that does not include the information requested or is not in the format required.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective EOI are not desired or required.

Word limits where specified should be observed and CHN reserves the right to disregard any parts of the response exceeding the specified word limit.

Respondents should fully inform themselves in relation to all matters arising from the Invitation, including all matters regarding CHN's requirements for the provision of the Goods and/or Services.

6.2 Illegible content, alteration and erasures

Incomplete responses may be disqualified or evaluated solely on the information contained in the response to this EOI.

CHN may disregard any content in a response that is illegible and will be under no obligation whatsoever to seek clarification from the Respondent.

CHN may permit a Respondent to correct an unintentional error in its response where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if CHN reasonably considers that the correction would materially alter the substance of the response.

6.3 Obligation to notify errors

If, after a response has been submitted, the Respondent becomes aware of an error in the response (excluding clerical errors which would have no bearing on the assessment of the response) the Respondent must promptly notify CHN of such error.

6.4 Preparation of Responses

CHN will not be responsible for, nor pay for, any expense or loss that may be incurred by Respondents in the preparation of their response to this EOI.

6.5 Disclosure of Respondent contents and information

All responses will be treated as confidential by CHN. CHN will not disclose response contents and information, except:

- a. as required by Law
- b. for the purpose of investigations by the Australian Competition and Consumer Commission (ACCC) or other government authorities having relevant jurisdiction
- c. to external consultants and advisers CHN engaged to assist with the Assessment Process
- d. to other government departments or agencies in connection with the subject matter of the related Commonwealth programme or EOI Process, or
- e. general information from responses required to be disclosed by government policy.

CHN does, however, reserve the right to benchmark costings against relevant industry standards and across other primary health network organisations.

6.6 Use of responses to EOI

Each Respondent, by submission of their response, is deemed to have licensed CHN to reproduce the whole, or any portion, of their response for the purposes of enabling CHN to evaluate the response to this EOI.

6.7 Withdrawal of response to EOI

A Respondent who wishes to withdraw a response previously submitted by it must immediately notify CHN of that fact. Upon receipt of such notification, CHN will cease to consider that response to this EOI.

7. Capacity to comply with Statement of Requirements

Part B of this EOI gives a statement of CHN requirements with regard to the Goods and/or Services the subject of this EOI. It will be assumed that each Respondent will be capable of providing all of the Goods and/or Services in full. Where Respondents believe they will not be capable of providing all the Goods and/or Services in full or will only comply with the Statement of Requirements subject to conditions, they should either not apply or set out any potential limitations in their response.

8. Assessment of responses to EOI

8.1 Assessment process

Following the Closing Time, CHN intends to evaluate all responses received.

Responses to this EOI will be evaluated against the Assessment Criteria specified in **Part B** of the EOI.

8.2 Clarification of response to EOI

If, in the opinion of CHN, a response to this EOI is unclear in any respect, CHN may, in its absolute discretion, seek clarification from the Respondent. Failure to supply clarification to the satisfaction of CHN may render the response liable to disqualification.

CHN is under no obligation to seek clarification to a response to this EOI and CHN reserves the right to disregard any clarification that CHN considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this **Part C**.

9. Next stage

9.1 Options available to CHN

After assessment of all EOI proposals, CHN may, without limiting other options available to it, do any of the following:

- a. prepare a shortlist of Respondents and invite further response to the EOI from those Respondents
- b. prepare a shortlist of Respondents and call for tenders for Goods and/or Services or any similar Goods or Services
- c. call for tenders from the market generally for the Goods or Services or any similar or related Goods or Services
- d. enter into pre-contractual negotiations with one or more Respondents without any further need to go to tender
- e. decide not to proceed further with the EOI Process or any other procurement process for the Goods or Services,
- f. commence a new process by calling for EOIs or proposals on a similar or different basis to that outlined in this Invitation, or
- g. terminate the process at anytime.

9.2 No legally binding contract

No legal relationship will exist between CHN and a shortlisted Respondent relating to the supply of the Goods or Services unless and until such time as a binding contract is executed by them.

10. Additional rules

Any rules governing this EOI Process in addition to those set out in this **Part C**, are set out in the **Reference Schedule (Part A)**.

11. Respondent warranties

By submitting a response to this EOI, a Respondent warrants that:

- a. in lodging its response it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of CHN, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the EOI documents

- b. it did not use the improper assistance of CHN employees or information unlawfully obtained from CHN in compiling its response
- c. it has examined this EOI, and any other documents referenced or referred to herein, and any other information made available in writing by CHN to Respondents for the purposes of submitting a response to this EOI
- d. it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its response
- e. it has otherwise obtained all information and advice necessary for the preparation of its response
- f. it is responsible for all costs and expenses related to the preparation and lodgement of its response, any subsequent negotiation, and any future process connected with or relating to the EOI Process
- g. it otherwise accepts and will comply with the rules set out in this **Part C** of the EOI
- h. it will provide additional information in a timely manner as requested by CHN to clarify any matters contained in the response to this EOI, and
- i. it is satisfied as to the correctness and sufficiency of its response to this EOI.

12. CHN rights

Notwithstanding anything else in this EOI, and without limiting its rights at law or otherwise, CHN reserves the right, in its absolute discretion at any time, to:

- a. vary or extend any time or date specified in this EOI for all or any Respondents or other persons, or
- b. terminate the participation of any Respondent or any other person in this EOI Process.

13. Governing law

This EOI and the EOI Process is governed by the laws applying in the Australian Capital Territory.

Each Respondent must comply with all relevant laws in preparing and lodging its response to this EOI and in taking part in the EOI Process.

14. Interpretation

14.1 Definitions

Respondent means an organisation that submits a response to this EOI

Briefing means a meeting (the details of which are specified in the **Reference Schedule**) that may be held by or on behalf of CHN to provide information about the EOI and the EOI Process.

Capital Health Network (CHN) means the organisation responsible for the EOI and the EOI Process.

Closing Time means the time specified as such in the **Reference Schedule** by which responses must be received.

Proposal(s) and/or Response(s) means a document lodged by a Respondent in response to this EOI containing a response to provide Goods or Services sought through this Process.

EOI Process means the process commenced by the issuing of this EOI and concluding upon formal announcement by CHN of the selection of shortlisted Respondent(s) or upon the earlier termination of the EOI Process.

Assessment Criteria means the criteria set out in **Part B** of the EOI.

Goods means the goods or other products required by CHN, as specified in **Part B** of this EOI.

Intellectual Property Rights includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Expression of Interest (EOI) means this document (comprising each of the **Parts A, B, and C**) and any other documents so designated by CHN.

Statement of Requirements means the statement of CHN requirements contained in **Part B** of this EOI.

Reference Schedule means the schedule so designated forming part of **Part A** of the EOI.

Services means the services required by CHN, as specified in **Part B** of this EOI.

14.2 Instruction

In this EOI, unless expressly provided otherwise a reference to:

- “includes” or “including” means includes or including without limitation, and
- “\$” or “dollars” is a reference to the lawful currency of the Commonwealth of Australia, and
- if a word and/or phrase is defined its other grammatical forms have corresponding meaning.