



Australian Government

**Department of Agriculture,
Fisheries and Forestry**

Approach to Market

Reference Number: **2023 - C12077**

Approach to market in relation to **Provision of
Chemical Analytical Testing Services for the
National Residue Survey (NRS)**

27 July 2023

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APPROACH TO MARKET IN RELATION TO 2023 - C12077

Conditions of Approach to Market

1. ATM DETAILS

| Item | ATM Information | ATM Details | |
|------|---|---|--|
| 1. | ATM Reference Number | 2023 - C12077 | |
| 2. | ATM Description | Provision of Chemical Analytical Testing Services for the National Residue Survey (NRS) | |
| 3. | Contact Officer | Attention | Contact Officer – ATM 2023-C12077 |
| 4. | | Email | Tenders@aff.gov.au |
| 5. | Deadline for Submission of Potential Suppliers' Questions | 2:00pm, (ACT local time) on 27 October 2023 , 6 Business Days before the Closing Time | |
| 6. | Closing Time | 2:00 pm, (ACT local time) on 6 November 2023 | |
| 7. | Industry Briefing | An industry briefing will not be held. | |
| 8. | Tender Offer Period | Tenders will remain open for acceptance by the Customer for a period of 7 months after the Closing Time, as may be extended under clause 3.10. | |

2. GENERAL CONDITIONS

2.1 Approach to market

- (a) The Commonwealth of Australia as represented by the Department of Agriculture, Fisheries and Forestry ABN 34 190 894 983 (**Customer**) invites the submission of tenders from suitably qualified and experienced laboratories for the provision of Chemical Analytical Testing Services for the range of National Residue Survey (**NRS**) testing programs, as listed in Schedule 1, Table 1 in accordance with this Approach to Market (**ATM**). The testing services will operate during 2024-2027, with the possibility of extension up to 30 June 2029.
- (b) The Customer proposes to:
- (i) identify a panel of successful Potential Suppliers (**Panel Members**) to provide the Services;
 - (ii) enter into a Deed of Standing Offer with each Panel Member for the provision of the Services in connection with 1 or more NRS testing programs. The Deed of Standing Offer will be in the form of the draft Deed of Standing Offer as set out in Schedule 3 - Draft Deed of Standing Offer;
 - (iii) purchase the Services under Official Orders, issued under a Deed of Standing Offer, with one or more Panel Members for each NRS testing program, on an as-needs basis in accordance with the arrangements set out in the Deed of Standing Offer. The Customer

does not warrant that any particular volume of Services will be purchased from any Panel Member during the term of the Deed of Standing Offer;

- (c) The Customer may also issue Official Orders under the Deed of Standing Offer for additional services as and if required at any time during the term of the Deed of Standing Offer (including any extension period). Additional services may be required to meet the requirements of changes to government priorities in relation to managing the risk of chemical residues and environmental contaminants in Australian food products and/or in the event that new NRS testing programs are announced or existing testing programs are modified. Changes in testing program arrangements and pricing as a result of a request for additional services, will be negotiated between the relevant Supplier and the Customer and reflected in the applicable Official Order. Any additional services included in an existing Official Order will be negotiated between the Supplier and the Customer and reflected in the applicable Official Order.
- (d) A Potential Supplier may tender for one or more program tests. Potential Suppliers are to identify which program test(s) they are tendering for by completing a row for each program test being tendered for in Table 2 - Rates Card in Schedule 2, Attachment 7. The Potential Supplier may also tender for a combination of program tests where a common sample matrix applies (e.g. Programs 1+10+23 combination). A tenderer will be considered to have tendered for each program test (or combination of program tests) identified in the Table 2 - Rates Card submitted by the Tenderer as part of its tender.
- (e) In some cases, the Customer will appoint a single successful Potential Supplier to perform all Services for a testing program. However, for some testing programs, the Customer may decide to allocate the analysis services between two successful Potential Suppliers. Potential Suppliers are therefore requested to provide separate prices per program test on the basis of 100% allocation of estimated testing program sample numbers and are also invited to provide prices per program test on a 50% allocation of the estimated testing program sample numbers.
- (f) This ATM comprises:
 - (i) these Conditions of Approach to Market;
 - (ii) Schedule 1 – Statement of Requirements (which references the Guidelines for Contract Laboratories and the Proficiency Tests Handbook);
 - (iii) Schedule 2 – Tender Response Form, including attachments for Potential Supplier’s details, Potential Supplier’s Deed, services delivery, Potential Supplier’s experience, key personnel, environmental sustainability, pricing, financial capacity, statement of non-compliance with the draft Deed of Standing Offer, Shadow Economy Policy – Statement of Tax Records;
 - (iv) Schedule 3 – draft Deed of Standing Offer;
 - (v) Schedule 4 – Glossary; and
 - (vi) Schedule 5 – Guidance on Statement of Tax Records.
 - (vii) The Guidelines for Contract Laboratories, the Proficiency Tests (PT) Handbook, its Addendum and the PT Schedule 2023-24 have been published on AusTender as separate documents accompanying this ATM.

- (g) In this ATM, unless the contrary intention appears, defined terms and acronyms have the same meaning given to them in Schedule 4 – Glossary or the draft Deed of Standing Offer.
- (h) The rules of interpretation as contained in the draft Deed of Standing Offer apply to this ATM. If there is inconsistency between any part of this ATM, a document higher in the following list prevails over a document lower in the list to the extent of the inconsistency:
 - (i) these Conditions of Approach to Market including documents incorporated by reference and Schedule 4 – Glossary;
 - (ii) Schedule 5 – Guidance on Statement of Tax Records;
 - (iii) Schedule 2 – Tender Response Form;
 - (iv) Schedule 1 – Statement of Requirements; and
 - (v) Schedule 3 – Draft Deed of Standing Offer.

2.2 Indicative ATM timetable

- (a) This ATM is intended to be conducted in accordance with the following indicative timetable:

| Activity | Indicative Date |
|---|---|
| Release of ATM | 3 August 2023 |
| Closing of Registrations for Pre-tender Proficiency Testing | 21 August 2023 |
| Pre-tender Proficiency Testing | 28 August – 3 October 2023 |
| Deadline for submission of Potential Suppliers' questions | 2:00 pm (ACT Local Time) on 27 October 2023 |
| Closing Time | 2:00 pm (ACT Local Time) on 6 November 2023 |
| Evaluation | 31 January 2024 |
| Contract Negotiations | 28 February 2024 |
| Entry into Deed of Standing Offer | 29 March 2024 |

- (b) Any time or date in this ATM is for the convenience of the Customer. The inclusion of a time or date in this ATM does not create an obligation on the part of the Customer to take any action or exercise any right established in this ATM or otherwise.

2.3 **NRS Proficiency Testing (NRS PT)**

NRS PT will be conducted in accordance with the process specified in the Proficiency Tests Handbook. If a Potential Supplier is tendering for a testing program for which an NRS Proficiency Test (**NRS PT**) is offered (as specified in the Proficiency Testing Handbook), the Potential Supplier must participate in NRS PT for that testing program. This is a Condition for Participation. Failure to participate in NRS PT where it is offered for a testing program being tendered for by a Potential Supplier will result in the Potential Supplier's tender being excluded in accordance with clause 6.4(a).

2.4 **Industry briefing**

- (a) There will be no industry briefing held for this ATM process.

2.5 **ATM questions**

- (a) Potential Suppliers are to direct any questions regarding this ATM to the Contact Officer in writing.
- (b) Potential Suppliers may submit questions to the Contact Officer up until the Deadline for Submission of Potential Suppliers' Questions specified in the ATM Details.
- (c) Any questions submitted by Potential Suppliers are provided on the basis that the Customer may circulate these, and the Customer's response, to all other Potential Suppliers, without disclosing:
 - (i) the source of the question;
 - (ii) any confidential information; or
 - (iii) the substance of a proposed tender.
- (d) Potential Suppliers should identify in their question what, if any, information in the question is confidential.
- (e) Approaches from Potential Suppliers, direct or indirect, to other officers, employees or agents of the Customer for the purpose of obtaining information in respect of this ATM are prohibited.
- (f) If a Potential Supplier believes they have found a discrepancy, error, ambiguity, inconsistency or omission in this ATM or any other information given or made available by the Customer in connection with this ATM, the Potential Supplier should promptly notify the Contact Officer setting out the error in sufficient detail so that the Customer may take the corrective action, if any, it considers appropriate.

2.6 **Addenda**

- (a) If the Customer elects to vary or supplement this ATM, it will inform Potential Suppliers by issuing an addendum on AusTender. All addenda will be made available via AusTender.
- (b) Potential Suppliers who have registered and downloaded this ATM documentation from AusTender will be notified by AusTender via email of any addendum issued. It is the responsibility of Potential Suppliers to ensure they have correctly recorded their contact details prior to downloading the ATM documentation. If a Potential Supplier has not recorded its details correctly, the Potential Supplier should amend its contact details in AusTender and download this ATM documentation again.

- (c) Potential Suppliers are required to log in to AusTender and collect addenda as notified.
- (d) The Customer (and the Commonwealth in any other capacity) will not accept any responsibility if a Potential Supplier fails to become aware of any addenda which would have been apparent from viewing the AusTender page for this ATM.
- (e) Potential Suppliers acknowledge that they will have no claim against the Customer (or the Commonwealth in any other capacity) if they fail to become aware of any alteration, correction or notice that was available to view on AusTender.

2.7 **Complaints**

- (a) Subject to clause 2.7(b), any complaints relating to the ATM are to be directed to the Director of Procurement at: procurement.feedback@aff.gov.au.
- (b) Any complaint relating to the ATM which is made under the *Government Procurement (Judicial Review) Act 2018* (Cth) is to be lodged using the process described on the Customer's website.
- (c) If the Customer is required to suspend this procurement under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Customer will announce this:
 - (i) if the suspension occurs before the Closing Time, by notice on AusTender; or
 - (ii) if the suspension occurs after the Closing Time, by email to all Potential Suppliers that submitted a tender.

2.8 **No contract or undertaking**

- (a) This ATM is an invitation to treat. Nothing in this ATM should be construed as giving rise to any contractual or equitable obligations of the Customer to any Potential Supplier. No contractual obligations or liabilities are intended to arise as a consequence of this ATM unless and until the Customer executes a Deed of Standing Offer with a preferred Potential Supplier.
- (b) Clause 2.8(a) does not apply to:
 - (i) the Potential Supplier's Deed executed by a Potential Supplier;
 - (ii) a confidentiality deed executed by a Potential Supplier; or
 - (iii) any other deed or contractual arrangement entered into by the Potential Supplier, as required by the Customer from time to time.
- (c) Potential Suppliers participate in this ATM at their own risk. Subject to any liability arising under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Customer will not be responsible for any costs or expenses incurred by Potential Suppliers as a result of participating in this ATM.

2.9 **Formation of Contract**

The Potential Supplier agrees that the Department of Agriculture, Fisheries and Forestry is the sole Customer nominated to be the contracting party engaging the Potential Supplier to perform services under the Deed of Standing Offer.

3. TENDER PREPARATION AND LODGEMENT

3.1 Selling to the Australian Government

- (a) Commonwealth entities, such as the Customer, must follow some specific rules to ensure the process is open, honest and fair and provides value for money.
- (b) An understanding of the buying behaviour of the Australian Government, the rules it must follow, and the responsibilities it has during each stage of the buying process may assist you in targeting your tender.
- (c) For additional guidance, please refer to the Department of Finance website, Selling to Government available here: <https://sellingtogov.finance.gov.au/> (as updated from time to time).

3.2 Potential Suppliers to inform themselves

- (a) The Customer makes no representations or warranties that the information in this ATM or any information provided to Potential Suppliers during this ATM is, or will be, accurate, current or complete.
- (b) Potential Suppliers are responsible for:
 - (i) examining this ATM and any other information made available or referenced by the Customer in connection to this ATM;
 - (ii) examining all further information which is obtainable through reasonable enquiries which are relevant to identifying and considering the risks which may impact their tender;
 - (iii) satisfying themselves that their tender (including their tender price) is accurate, complete and not misleading; and
 - (iv) obtaining all necessary advice on their participation in this ATM process and the requirements of any resulting Deed of Standing Offer and Contract.
- (c) In preparing their tenders, Potential Suppliers must not rely on any representation as adding to or amending this ATM, other than amendments made via addendum uploaded to AusTender in accordance with clause 2.6.

3.3 Tender preparation

- (a) Potential Suppliers should complete and provide the information in the manner requested in the Tender Response Form at Schedule 2.
- (b) Tenders should be lodged in Microsoft Word (.doc or .docx), or PDF (.pdf) formats and in accordance with the AusTender requirements referred to in clause 3.6(b) below.
- (c) The file name of each document forming part of the tender should:
 - (i) include the Potential Supplier's name; and
 - (ii) where the tender comprises multiple files, include a description reflecting the various parts of the tender the file represents.
- (d) The total combined size of all tender files should not exceed 50 megabytes.

- (e) Tenders should be completely self-contained. No hyperlinked or other material should be included by reference.

3.4 **Joint or part tenders**

- (a) The Customer will not consider joint tenders, as it intends to enter into the Deed of Standing Offer with a single legal entity who will be responsible for the performance of the Deed of Standing Offer or any resultant Contract. Accordingly, tenders are to be submitted on behalf of one entity, but may include subcontractors.
- (b) The Department will consider Tenders for only part of the Services, and may appoint one or more Potential Suppliers to provide the Services.

3.5 **Alternative proposals**

Alternative proposals will not be considered.

3.6 **Lodgement of tenders**

- (a) AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this ATM, Potential Suppliers are to comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au/?event=public.termsOfUse>.
- (b) Tenders are to be lodged electronically via AusTender (<https://www.tenders.gov.au/>) before the Closing Time in accordance with the tender lodgement procedures set out in this ATM and on AusTender.
- (c) All queries and requests for technical or operational support should be directed to:

AusTender Help Desk

Telephone: 1300 651 698

International: +61 2 6215 1558

Email: tenders@finance.gov.au

- (d) The AusTender Help Desk is available between 9am and 5pm Australian Capital Territory local time, Monday to Friday (excluding Australian Capital Territory and national public holidays).
- (e) Lodgement of tenders by email, post or delivery to any Customer location will not be accepted.

3.7 **Late lodgement policy**

- (a) The time displayed on AusTender is deemed correct and will be how the Customer will determine whether a tender has been lodged before the Closing Time.
- (b) Any attempt to lodge a tender after the Closing Time will not be permitted by AusTender.
- (c) If a tender consists of multiple uploads, due to the number of files or file size, all files must be lodged before the Closing Time.

- (d) The Customer will not accept any late tenders, unless the tender was received late due solely to mishandling by the Customer.
- (e) Where lodgement of a tender has commenced prior to the Closing Time (and in the case of a tender consisting of multiple uploads, all uploads have commenced prior to the Closing Time) but concluded after the Closing Time, and upload of the tender file/s has completed successfully, as confirmed by AusTender system logs, the tender will not be deemed to be a late tender.

3.8 **Illegibility**

The Customer may exclude from further considerations any tenders containing information that is not clear and legible.

3.9 **Unintentional errors of form**

If the Customer considers that there are unintentional errors of form in a tender, the Customer may, at its discretion, request the Potential Supplier to correct or clarify the error, but will not permit any material change to the tender.

3.10 **Tender Offer Period**

- (a) Lodging a tender will constitute an offer by the Potential Supplier to provide the Services on the terms and conditions set out in the draft Deed of Standing Offer, subject to any exceptions noted in its statement of non-compliance in relation to the draft Deed of Standing Offer, at Attachment 9 Statement of non-compliance with the draft Deed of Standing Offer Schedule 2.
- (b) The Customer requires that tenders submitted in response to this ATM remain open for acceptance during the Tender Offer Period. Any such offer is not taken to have been accepted until a formal Deed of Standing Offer is executed by the Customer and the Potential Supplier.
- (c) The Customer may request an extension of the Tender Offer Period from the Potential Supplier.
- (d) If this procurement is suspended under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Tender Offer Period is extended by the period of suspension.

3.11 **The Customer's rights**

- (a) Despite any other provision of this ATM, the Customer retains the right to:
 - (i) amend any part of this ATM;
 - (ii) obtain and consider additional information (whether that information is obtained through the ATM process or by other means) relevant to a tender;
 - (iii) suspend or restart this ATM (including as required under, or in accordance with, the *Government Procurement (Judicial Review) Act 2018* (Cth));
 - (iv) discontinue this ATM when it is otherwise required to procure some or all of the Services under a coordinated procurement contracting arrangement;
 - (v) terminate the ATM process at any time if the Customer determines that:
 - (A) it is in the public interest to do so;

- (B) no Potential Supplier represents value for money;
 - (C) no Potential Supplier meets the conditions for participation; or
 - (D) no Potential Supplier is fully capable of undertaking the Deed of Standing Offer or a resultant Contract;
- (vi) use material a Potential Supplier provides in tender to one evaluation criterion to assess the Potential Supplier against any other evaluation criterion;
 - (vii) use any additional information available when assessing a Potential Supplier against an evaluation criterion;
 - (viii) seek clarification from any Potential Supplier for the purposes of the tender evaluation;
 - (ix) seek amended tenders or call for new tenders;
 - (x) require any or all Potential Suppliers to perform a presentation or demonstration related to their respective tenders at a location determined by the Customer, having provided the Potential Suppliers with reasonable notice;
 - (xi) ask some or all Potential Suppliers to host a site visit;
 - (xii) shortlist one or more Potential Suppliers for the purpose of negotiations;
 - (xiii) enter into negotiations or discussions with one or more Potential Suppliers;
 - (xiv) seek best and final offers from one or more Potential Suppliers;
 - (xv) discontinue negotiations or discussions with a Potential Supplier, whether or not the Potential Supplier has been notified that it is the preferred Potential Supplier; or
 - (xvi) allow another legal entity to take over a tender in substitution for the original Potential Supplier.
- (b) The Customer may at any time exclude a tender submitted by a Potential Supplier from further consideration if:
 - (i) the tender is incomplete or clearly non-competitive; or
 - (ii) an Insolvency Event occurs in relation to the Potential Supplier or any of its Related Bodies Corporate.

4. **CONFIDENTIAL INFORMATION**

4.1 **The Customer's confidential information**

- (a) Potential Suppliers must not, and must ensure that their officers, employees, advisors and contractors do not, divulge or communicate to any person any confidential information concerning the affairs of the Customer, the Commonwealth or information provided by the Customer and which the Customer indicates to Potential Suppliers is confidential or which Potential Suppliers know or ought reasonably to know is confidential.

- (b) In addition to clause 4.1(a), the Customer may require a Potential Supplier to execute a deed of confidentiality before obtaining some or all of the information relating to this ATM, and may also require the Potential Supplier's officers, employees, advisors or contractors to also execute deeds of confidentiality.

4.2 **Potential Supplier's confidential information**

- (a) Subject to clause 4.2(b), the Customer will treat as confidential:
 - (i) all tenders received prior to the award of a Deed of Standing Offer;
 - (ii) all unsuccessful tenders, following the award of a Deed of Standing Offer;
 - (iii) all successful tenders, following the award of a Deed of Standing Offer but only to the extent that:
 - (A) the successful Potential Supplier requests in Attachment 9 - Statement of Non-Compliance with the draft Deed of Standing Offer - Tender Response Form that specific information in that tender be kept confidential; and
 - (B) the Customer has determined that specific information identified in Attachment 9- Statement of Non-Compliance with the - draft Deed of Standing Offer - Tender Response Form is to be kept confidential in accordance with the requirements in the Department of Finance's Confidentiality Throughout the Procurement Cycle and has agreed, pursuant to the Deed of Standing Offer with the successful Potential Supplier, to keep that information confidential.
- (b) The Customer may disclose information provided by a Potential Supplier:
 - (i) to officers, employees, advisors or contractors of the Customer in relation to the ATM process;
 - (ii) with another Commonwealth department or agency, where this serves the Commonwealth's legitimate interests;
 - (iii) if authorised or required by law or Commonwealth policy;
 - (iv) if disclosure is required for the performance of the portfolio duties of the responsible minister for the Customer or for public accountability reasons, including following a request by Parliament or a parliamentary committee;
 - (v) for the purpose of defending any claim or proceeding in relation to the ATM process or any resultant Contract;
 - (vi) if this information is already in the public domain other than due to a breach of confidence;
 - (vii) as contemplated under clause 4.3(b); or
 - (viii) with the written consent of the Potential Supplier.

4.3 **Use of tender documents**

- (a) All tenders become the property of the Customer upon submission and the Customer may use, retain and copy the information contained in the documents for the purposes of:
 - (i) the ATM process, including the evaluation and selection of any tender;
 - (ii) preparation and negotiation of any Deed of Standing Offer or resultant Contract; and
 - (iii) verifying the currency, consistency and adequacy of information provided under any other ATM process conducted by the Customer.
- (b) The Customer may disclose tender documents to a third party for the purposes of assisting the Customer in the conduct of the ATM process and for the purpose contained in clause 4.3(a).
- (c) Notwithstanding clause 4.3(a) and without prejudice to anything agreed in any subsequent Contract, ownership of intellectual property in the information in a tender remains unchanged.

4.4 **Public statements**

- (a) Except with the prior written approval of the Customer, Potential Suppliers must not make a statement or provide any other information for publication in any media concerning this ATM process including the acceptance of any tender, commencement of negotiations, creation of a shortlist, or notification that a Potential Supplier is the preferred Potential Supplier.
- (b) The Customer may exclude a tender from further consideration if the Potential Supplier does not comply with the requirement in clause 4.4.
- (c) Participation in this ATM process does not limit a Potential Supplier's obligation to comply with any law or rule of a stock exchange.

5. **POLICY AND LAW**

5.1 **Ethical dealing**

- (a) The Customer will not enter into a Deed of Standing Offer or Contract with a Potential Supplier who is:
 - (i) subject to a judicial decision against it relating to unpaid employee entitlements (not including decisions under appeal), where the employee entitlements remain unpaid; or
 - (ii) named in the consolidated list referred to in regulation 40 of the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth) (accessible at <https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>).
- (b) Tenders must be prepared without:
 - (i) improper assistance of current or former officers, employees, advisors or contractors of the Customer; or

- (ii) using information improperly obtained through a breach of confidentiality, section 122.4 of the *Criminal Code Act 1995* (Cth) or the *Public Service Act 1999* (Cth).
- (c) Potential Suppliers must not:
 - (i) engage in misleading or deceptive conduct;
 - (ii) engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Potential Supplier or any other person;
 - (iii) attempt to solicit information from or influence improperly any current or former officers, employees, advisors or contractors of the Customer, or violate any applicable laws (including anti-corruption or bribery legislation) or Commonwealth policies regarding the offering of inducements in connection with the ATM process;
 - (iv) engage in, or procure or encourage others to engage in, activity that would result in a breach of the *Lobbying Code of Conduct* (<https://www.ag.gov.au/Integrity/lobbyists/Pages/Lobbying-Code-of-Conduct.aspx>);
 - (v) without the Customer's prior written consent, permit any current or former officers, employees, advisors or contractors of the Customer to contribute to their tender or participate in any activity relating to the ATM process, if that person was involved at any time in planning or managing this ATM process; or
 - (vi) otherwise act in an unethical or improper manner or contrary to any law in relation to their tender or the ATM process.
- (d) The Customer may exclude from consideration any tender lodged by a Potential Supplier:
 - (i) that has failed to comply with the obligations in this clause 5.1; or
 - (ii) if that Potential Supplier, or any person associated with the Potential Supplier's tender, including directors and senior management, has ever contravened the anti-competitive provisions of the *Competition and Consumer Act 2010* (Cth) or equivalent laws in Australia or overseas.
- (e) The Customer reserves the right to report suspected collusive or anti-competitive conduct by Potential Suppliers to the appropriate regulatory authority and to provide that authority with any relevant Potential Supplier information.

5.2 **Conflicts of interest**

- (a) Potential Suppliers are to immediately notify the Contact Officer of any actual or potential conflict of interest that exists, or might arise during the ATM process or any Deed of Standing Offer or Contract.
- (b) A conflict of interest means any matter which could:
 - (i) prejudice the impartial conduct of the ATM process; or
 - (ii) prevent the Potential Suppliers from performing any resulting Contract diligently and independently.

- (c) If a conflict of interest arises, the Customer may:
 - (i) exclude the tender from further consideration;
 - (ii) enter into discussions to resolve the conflict; or
 - (iii) take any other action it considers appropriate.
- (d) Potential Suppliers are to take such steps as the Customer requires to resolve or manage a conflict of interest.

5.3 **Sustainable Procurement**

- (a) The Australian Government has a commitment to sustainable procurement practices. Sustainable procurement aims to reduce adverse social, environmental and economic impacts of purchased good and services throughout their life. This includes considerations such as waste disposal and the cost of operations and maintenance of the life of the good and services.
- (b) Under the [National Waste Policy Action Plan](#) the Commonwealth Government has committed to significantly increase the amount of recycled content it uses. Buying goods made from recycled materials reduces the amount of waste resources sent to landfill, conserves Australia's precious natural resources and creates jobs.
- (c) Recognising this commitment, the Commonwealth Procurement Rules require the Customer to consider the Sustainable Procurement Guide, which is managed by the Customer, where there is opportunity for sustainability or use of recycled content.
- (d) The Customer's environmental sustainability requirements for this ATM, if any, are specified at section 2.4 of Schedule 1 – Statement of Requirements.
- (e) Potential Suppliers are required to provide information about their environmental and sustainability practices and outcomes as specified at Schedule 2 - Attachment 6 Environmental Sustainability.

5.4 **Indigenous Procurement Policy**

Not applicable

5.5 **Australian Industry Participation (AIP)**

Potential Suppliers should note that, subject to advice from the Department of Industry, Science and Resources, the Australian Industry Participation National Framework principles, including an AIP plan requirement, may apply to the Deed of Standing Offer resulting from this ATM or to any Official Order issued under that Deed of Standing Offer. More information on AIP plan requirements can be found at: <https://www.industry.gov.au/major-projects-and-procurement/australian-industry-participation> (as updated from time to time).

5.6 Workplace Gender Equality

- (a) In accordance with the *Workplace Gender Equality Procurement Principles*, the Customer will not enter into a Contract with a Potential Supplier that is non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (the **WGE Act**). More information on this policy can be found at: <https://www.wgea.gov.au/what-we-do/compliance-reporting/wgea-procurement-principles>.
- (b) Potential Suppliers must:
 - (i) identify in their tender whether or not they are a 'relevant employer' under the WGE Act; and
 - (ii) if they are a 'relevant employer', submit with their tender a copy of a current letter of compliance issued by the Workplace Gender Equality Agency (**WGEA**).

5.7 Illegal workers

- (a) It is Commonwealth policy not to contract with Potential Suppliers engaging Illegal Workers.
- (b) Potential Suppliers should not engage Illegal Workers to provide the Services under any resultant Contract. The Customer may decide not to further consider a Tender submitted by a Potential Supplier who engages Illegal Workers

5.8 Shadow Economy Policy

Note to Potential Suppliers: The requirements of clauses 5.8(b) and 5.8(c) is a Condition for Participation. Failure by a Potential Supplier to comply with clauses 5.8(b) and 5.8(c) will result in the Potential Supplier's tender being excluded in accordance with clause 6.4(a)(i).

- (a) The *Shadow Economy Procurement Connected Policy* applies to this ATM. More information on this policy and the process for applying for a Statement of Tax Record (**STR**) is provided by the Treasury and the Australian Taxation Office at <https://treasury.gov.au/publication/p2019-t369466> and <https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?=redirected> STR.
- (b) A tender must include at the Closing Time, either:
 - (i) all of the satisfactory and valid STRs required for your entity type as set out under Schedule 2 - Attachment 10 Shadow Economy Policy – Statement of Tax Records; or
 - (ii) STR receipts issued by the Australian Taxation Office confirming that the required STRs were requested prior to the Closing Time.
- (c) If in accordance with clause 5.8(b)(ii), the tender includes STR receipt(s), the Potential Supplier must subsequently provide all of the required STRs to the Contact Officer (by the email address specified in the ATM Details) within 4 Business Days after the Closing Time. Potential Suppliers should request a 'read receipt' when providing required STRs by email and follow up with the Contact Officer within 2 Business Day if no 'read receipt' is provided.
- (d) Potential Suppliers must obtain and hold all of the STRs required for your entity type as set out under Schedule 2 - Attachment 10 Shadow Economy Policy – Statement of Tax Records in respect of an entity that the Potential Supplier

proposes to engage as a first-tier subcontractor if the total value of all work under the subcontract is expected to exceed \$4 million (inc GST).

- (e) The Potential Supplier must provide the Customer with copies of the STRs obtained under clause 5.8(d) within 5 Business Days after receiving a written request from the Customer.
- (f) If a Potential Supplier does not provide a requested STR in accordance with this clause 5.7, the Customer must exclude the Potential Supplier from further consideration.
- (g) For the purposes of this ATM, an STR is taken to be:
 - (i) **satisfactory** if the STR states that the entity has met the criteria of having a satisfactory engagement with the Australian tax system; and
 - (ii) **valid** if the STR has not expired as at the date on which the STR is required to be provided or held.
- (h) Further guidance on how to obtain a Valid and Satisfactory STR and meet the Tender requirements for STRs is set out in Schedule 5 - Guidance on Statement of Tax Records.

5.9 **Modern Slavery Act**

- (a) The *Modern Slavery Act 2018* (Cth) (**Modern Slavery Act**) requires that the Commonwealth prepare a modern slavery statement, for a reporting period, covering all non-corporate Commonwealth entities within the meaning of the *Public Governance, Performance and Accountability Act 2013* (Cth).
- (b) The Customer may, by written request, require Potential Suppliers to provide any information in relation to the Potential Supplier or its proposed Subcontractors, that is necessary to enable the Commonwealth to satisfy its obligations under the Modern Slavery Act.
- (c) If a request is made by the Customer in accordance with clause 5.9(b), Potential Suppliers must provide the required information within **10** Business Days of the request.
- (d) Potential Suppliers must provide details of how they will identify, assess and address risks of Modern Slavery practices in the operations and supply chains that will be used in the provision of Services by completing Schedule 2 – Attachment 3 Services Delivery.

5.10 **Payment Times Procurement Connected Policy**

- (a) The *Payment Times Procurement Connected Policy* (**PT PCP**) requires large businesses who enter into a Contract with the Commonwealth to match the Government's payment times and pay their subcontractors within 20 calendar days.
- (b) Potential Suppliers must identify in their tender whether or not they are a 'Reporting Entity' for the purposes of the PT PCP. A Reporting Entity means a 'Reporting Entity' within the meaning of the *Payment Times Reporting Act 2020* (Cth).
- (c) More information about the PT PCP can be found at the following link:
<https://treasury.gov.au/publication/p2021-183909>.

5.11 **Small to medium enterprises**

- (a) Potential Suppliers should note that the Commonwealth is committed to Commonwealth agencies sourcing at least 10 per cent of their purchases by value from small to medium enterprises (**SMEs**). An SME is an Australian or New Zealand registered firm with fewer than 200 full time equivalent employees.
- (b) Potential Suppliers are encouraged to include the participation of SMEs in their tender, and to identify in their tender if they are an SME.

5.12 **National Anti-Corruption Commission**

- (a) Potential Suppliers should note that:
 - (i) a Deed of Standing Offer or any resulting Contract may be a 'Commonwealth contract' within the meaning of the *National Anti-Corruption Commission Act 2022* (Cth) (**NACC Act**); and
 - (ii) accordingly the Potential Supplier may be a 'contracted service provider' within the meaning of the NACC Act.
- (b) If the Deed of Standing Offer or any resulting Contract is a 'Commonwealth Contract' within the meaning of the NACC Act, Suppliers must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

6. **EVALUATION OF TENDERS**

6.1 **Evaluation process**

Tenders will be evaluated on the basis of best value for money consistent with the CPRs, in accordance with the evaluation criteria set out at clause 6.6 and the terms of this ATM.

6.2 **Minimum content and format requirements**

- (a) The Customer will exclude a tender from further consideration if the Customer considers that the tender does not comply with any one or more of the following minimum content and format requirements:
 - (i) the tender must be written in English.
- (b) Notwithstanding the use of 'must', 'shall', 'will' or other mandatory language, no other requirement in this ATM is to be treated as a 'minimum content and format requirement'.

6.3 **Other content specifications**

- (a) Tenders should:
 - (i) unless impracticable, express all measurements in Australian legal units of measurement, including prices in Australian dollars; and
 - (ii) include a signed Potential Supplier's Deed in the form provided at Schedule 2 - Attachment 2 Potential Supplier's Deed; and

6.4 **Conditions for participation**

- (a) The Customer will exclude a tender from further consideration if the Customer considers that the Potential Supplier does not comply with any one or more of the following conditions for participation:
 - (i) the requirements of clause 5.8 (Shadow Economy Policy); and
 - (ii) if a Potential Supplier is tendering for a testing program for which an NRS Proficiency Test is offered (as specified in the Proficiency Test Handbook), the Potential Supplier must have:
 - (A) participated in the relevant pre-tender NRS Proficiency Testing to be conducted from August – October 2023; and
 - (B) achieved a minimum performance level as described in the Proficiency Tests Handbook.
- (b) Notwithstanding the use of 'must', 'shall', 'will' or other mandatory language, no other requirement in this ATM is to be treated as a 'Condition for Participation'.

Note to Potential Suppliers: The results of the Potential Supplier's pre-tender NRS Proficiency Testing will be evaluated as an evaluation criteria for this ATM.

6.5 **Mandatory requirements**

There are no mandatory requirements.

6.6 **Entry into contract**

The Customer will not enter into a Deed of Standing Offer with a Potential Supplier who does not exist as a legal entity.

6.7 **Tender evaluation criteria**

- (a) The criteria to be applied for the purposes of evaluation are those set out in column (b) of Table A – Evaluation Criteria. Potential Suppliers are to address each of the evaluation criteria by completing the Tender Response Form at Schedule 2.
- (b) The non-weighted evaluation criteria are not specified in any order of importance.
- (c) For weighted evaluation criteria (if any), the contribution of the score for each of the criterion is indicated by the weighting percentage set out in column (d) of Table A – Evaluation Criteria.

Table A – Evaluation Criteria

| Item No. | Evaluation Criterion | Relevant Tender Response Form | Weightings |
|-----------------|--|---|--------------------------------|
| (a) | (b) | (c) | (d) |
| 1. | <p>Proven analytical proficiency</p> <p>The performance level achieved in relevant pre-tender NRS Proficiency Testing (PT) *</p> <p>Note to Potential Suppliers: Evaluation Criterion 1 applies only to testing programs for which pre-tender NRS Proficiency Testing is offered. When the Department is evaluating tenders (or parts of tenders) for a testing program for which pre-tender NRS Proficiency Testing is not offered, each of those tenders will receive a score of zero for this Evaluation Criterion 1 in connection with that testing program.</p> | NRS Proficiency Testing (PT) to be conducted from August – October 2023 | 40% |
| 2. | <p>Services delivery methodology</p> <p>The extent to which the Potential Supplier demonstrates that it can provide the Services in accordance with the Statement of Requirement.</p> | Schedule 2 - Attachment 3 Services Delivery | 30% |
| 3. | <p>Potential Supplier's experience</p> <p>The extent to which the Potential Supplier has relevant prior experience in providing similar Services and the performance of the Potential Supplier in the delivery of those Services.</p> | Schedule 2 - Attachment 4 Potential Supplier's Experience | 15% |
| 4. | <p>Potential Supplier's management capability and key personnel</p> <p>The extent to which the Potential Supplier is assessed as having the management capability and appropriately skilled and qualified key personnel to deliver the Services and manage the performance of the Deed of Standing Offer and any resultant Contracts.</p> | Schedule 2 - Attachment 5 Key Personnel | 15% |
| 5. | <p>Environmental Sustainability</p> <p>The extent to which Potential Supplier is assessed as being able to deliver the Services in an environmentally sustainable manner.</p> | Schedule 2 - Attachment 6 Environmental Sustainability | Non- weighted criterion |

| Item No. | Evaluation Criterion | Relevant Tender Response Form | Weightings |
|-----------------|--|---|--------------------------------|
| (a) | (b) | (c) | (d) |
| 6. | Pricing and payment arrangements The extent to which the Potential Supplier's proposed pricing and payment arrangements will deliver value for money. | Schedule 2 - Attachment 7 Price Schedule | Non- weighted criterion |
| 7. | Financial and corporate capacity The extent to which the Potential Supplier has the financial and corporate capacity to fulfil the Contract obligations and the assessed level of financial risk relating to entering into a Contract with the Potential Supplier. | Schedule 2 - Attachment 8 Financial Capacity | Non-weighted criterion |
| 8. | Non-compliance with the draft Deed of Standing Offer The extent to which the Potential Supplier is compliant with the draft Deed of Standing Offer and the assessed level of risk relating to the negotiation of an acceptable Contract. | Schedule 2 - Attachment 9 Statement of non-compliance with the draft Deed of Standing Offer | Non-weighted criterion |
| 9. | Consideration of economic benefit to the Australian economy The extent to which the Potential Supplier's proposal will achieve economic benefit for the Australian economy. | Schedule 2 - Attachment 3 Services Delivery | Non-weighted criterion |

** Potential Suppliers should note: The assessment of Evaluation Criterion 1 - Proven Analytical Proficiency is based on laboratory performance in pre-tender NRS PT described in the Proficiency Tests Handbook. A better laboratory performance grading is attributed a higher score for this Evaluation Criteria.*

6.8 **Security, probity, referee and other checks**

- (a) The Customer may perform any security, probity, referee and other checks, or financial investigations it considers necessary in relation to:
 - (i) Potential Suppliers;
 - (ii) related entities of a Potential Supplier; and
 - (iii) officers, employees, partners, associated entities, advisors or contractors of a Potential Supplier.
- (b) Potential Suppliers are to promptly provide the Customer with any information needed to undertake such investigations.

6.9 **Debriefing**

- (a) Following the completion of the ATM process, Potential Suppliers will be notified whether they have been successful in the ATM process and may request an oral or written debriefing.
- (b) Potential Suppliers may request an oral or written debriefing by contacting the Contact Officer. Potential Suppliers will be debriefed against the evaluation criteria set out at clause 6.6.

SCHEDULE 1

Statement of Requirements

1. BACKGROUND

The Customer through this ATM is seeking responses from suitably qualified and experienced laboratories for chemical analytical testing services for a range of **NRS** random monitoring and targeted testing programs that will be operating in 2024-2027, with the possibility of extension up to 30 June 2029. The Customer intends to enter into Deeds of Standing Offer with a number of laboratories, each to provide testing services for specified analytical testing programs.

2. SERVICES REQUIRED

2.1 Description of Services

Table 1: Estimated NRS testing program sample numbers and detection rates relevant to this ATM

| Program Number | Program Name | Estimated annual sample numbers 1 July 2024 – 30 June 2027 | Number of samples collected 1 July 2021 – 30 June 2022 | *Number of residues > LOR 1 July 2021 – 30 June 2022 | **Number of samples with residues > ½MRL (for Animals Programs) Number of samples with residues > MRL (for Plants Programs) |
|-----------------------------|--|---|---|---|--|
| <u>Meat Programs</u> | | | | | |
| Liver Matrix | | | | | |
| Program 5B | Olaquinox, carbadox in liver | 252 | 252 | 0 | 0 |
| Program 6A | Stilbenes, zeranol and trenbolone in liver | 1246 | 1246 | 172 | 1 |
| Program 6C | Stilbenes, zeranol and trenbolone in faeces | 300 | 272 | 328 | 0 |
| HGPNONEU | Synthetic HGP in liver of cattle declared HGP-Free | 496 | 496 | 10 | 0 |
| Program 7 | Beta-agonists in liver | 1236 | 1236 | 29 | 0 |
| Program 11 | Anthelmintics in liver | 957 | 957 | 120 | 0 |
| Program 15 | Triclabendazole in liver | 1121 | 1121 | 1 | 0 |
| Program 16 | Metals in liver and eggs | 1371 1345 liver 7 muscle (horse only) 19 eggs | 1371 1345 liver 7 muscle (horse only) 19 eggs | 1659 | 35 |

| Program Number | Program Name | Estimated <u>annual</u> sample numbers 1 July 2024 – 30 June 2027 | Number of samples collected 1 July 2021 – 30 June 2022 | *Number of residues > LOR 1 July 2021 – 30 June 2022 | **Number of samples with residues > ½MRL (for Animals Programs) Number of samples with residues > MRL (for Plants Programs) |
|---------------------------|---|--|---|--|--|
| Program 27 | Anticoccidials in liver and eggs | 1317 1287 liver 30 eggs | 1317 1287 liver 30 eggs | 38 | 6 |
| Program 35 | Corticosteroids in liver | 156 | 0 | 0 | 0 |
| Program 36 | Sedatives in liver | 5 | 0 | 0 | 0 |
| Muscle Matrix | | | | | |
| Program 3 | Phenicol in muscle and seafood and casings | 1025 1001 muscle 24 seafood 5 casings | 1025 1001 muscle 24 seafood 5 casings | 0 0 0 | 0 0 0 |
| Program 5A | Nitroimidazoles in muscle, eggs and seafood and casings | 302 259 muscle 26 eggs 12 seafood 5 casings | 302 259 muscle 26 eggs 12 seafood 5 casings | 0 0 0 0 | 0 0 0 0 |
| Program 19 | Per- and polyfluoroalkyl substances in liver | 200 | 0 | N/A | N/A |
| Kidney Matrix | | | | | |
| Program 1 | Antimicrobials in kidney, poultry livers, eggs and seafood | 1958 1573 kidney 324 liver 30 eggs 31 seafood | 1958 1573 kidney 324 liver 30 eggs 31 seafood | 92 | 6 |
| NARM confirmatory testing | Antimicrobial confirmatory testing for the National Antibacterial Residue Minimisation (NARM) Program | 15 | 15 | 25 | 8 |
| TART*** | Targeted Antimicrobial Residue Program | 56 | 56 | 4 | 1 |
| Program 10 | Cyromazine, melamine and dicyclanil in kidney | 1042 | 1042 | 3 | 0 |
| Program 23 | Nonsteroidal anti-inflammatory drugs (NSAIDs) in kidney | 1078 | 1078 | 0 | 0 |

| Program Number | Program Name | Estimated <u>annual</u> sample numbers 1 July 2024 – 30 June 2027 | Number of samples collected 1 July 2021 – 30 June 2022 | *Number of residues > LOR 1 July 2021 – 30 June 2022 | **Number of samples with residues > ½MRL (for Animals Programs) Number of samples with residues > MRL (for Plants Programs) |
|------------------------------|--|--|---|--|---|
| Program 33 | Quinolones and fluoroquinolones in kidney | 116 | 116 | 0 | 0 |
| Program 37 | Herbicides in kidney | 533 | 533 | 40 | 2 |
| Program 39 | Imidocarb in kidney | 434 | 434 | 0 | 0 |
| Program 40 | Flupropanate in kidney | 100 | 0 | N/A | N/A |
| Fat Matrix | | | | | |
| Program 8 | Pesticides in fat and eggs | 2128 2068 fat 60 eggs | 2128 2068 fat 60 eggs | 54 | 10 |
| Program 12 | Macrocyclic lactones, spinosyns and other anthelmintics in fat and seafood | 1244 1225 fat 19 seafood | 1244 1225 fat 19 seafood | 373 | 8 |
| Program 18 | Dioxins in fat | 40 | 40 | 40 | 0 |
| Program 28 | Benzoyl ureas in fat | 1221 | 1221 | 13 | 0 |
| Program 38 | Anaesthetics in fat | 200 | 600 (2022-23 sample numbers) | 2 (+4 at <LOR) | 0 |
| Other Matrices | | | | | |
| Program 3E | Phenicol in eggs | 29 | 29 | 0 | 0 |
| Program 4 | Nitrofurantol metabolites in eggs and seafood | 46 24 eggs 22 seafood | 46 24 eggs 22 seafood | 0 | 0 |
| Program 4I | Nitrofurantol metabolites in retina and casings | 110 retina 5 casings | 110 retina 5 casings | 0 | 0 |
| Program 20 | Androgenic substances in urine | 741 | 741 | 27 | 0 |
| Program 31 | Acrylonitrile and vinyl chloride in eggs | 17 | 17 | 0 | 0 |
| Program 32 | Indicator PCBs in eggs | 3 | 3 | 2 | 0 |
| <u>Grain Programs</u> | | | | | |

| Program Number | Program Name | Estimated <u>annual</u> sample numbers 1 July 2024 – 30 June 2027 | Number of samples collected 1 July 2021 – 30 June 2022 | *Number of residues > LOR 1 July 2021 – 30 June 2022 | **Number of samples with residues > ½MRL (for Animals Programs) Number of samples with residues > MRL (for Plants Programs) |
|--------------------------------------|--|--|---|--|---|
| Program 42 | Phosphine in cereal grains, flour, bran, pulses and oilseeds | 30 | 32 | 0 | 0 |
| Program 43 | Fluoride in cereal grains, flour, bran, pulses and oilseeds | 100 | 0 | N/A | N/A |
| Program 46 | Metals in cereal grains, flour, bran, pulses and oilseeds | 20 | 17 | 5 | 0 |
| Program 49 | Multi-residue pesticide screen in cereal grains, flour, bran, pulses and oilseeds | 6500 | 6568 | 5154 | 36 |
| Program 49H | Herbicides in cereal grains, flour, bran, pulses, oilseeds, macadamia nuts and almonds | 1400 | 1370 | 1362 | 5 |
| Program 49I | Imidazolinone herbicides in cereal grains, pulses and oilseeds | 2000 | 2000 | 865 | 160 |
| Program 49M | Mycotoxins in cereal grains, pulses and oilseeds | 30 | 14 (2022-23 sample numbers) | 0 | 0 |
| <u>Horticulture Programs#</u> | | | | | |
| Program 142 | Phosphine in almonds | 15 | 12 | 0 | 0 |
| Program 156 | Metals in macadamia nuts, almonds, apples and pears | 310 | 307 | 357 | 0 |
| Program 157 | Microbiology in apples and pears | 175 | 139 | N/A | N/A |
| Program 169 | Multi-residue pesticide screen including dithiocarbamates in macadamia nuts, almonds, apples and pears | 500 | 496 | 1062 | 5 |
| Program 179 | Patulin in apple and pear juice | 30 | 31 | 22 | 5 |
| <u>Honey Programs</u> | | | | | |

| Program Number | Program Name | Estimated annual sample numbers 1 July 2024 – 30 June 2027 | Number of samples collected 1 July 2021 – 30 June 2022 | *Number of residues > LOR 1 July 2021 – 30 June 2022 | **Number of samples with residues > ½MRL (for Animals Programs) Number of samples with residues > MRL (for Plants Programs) |
|-------------------------|--|---|---|---|--|
| Program 201 | Antimicrobials in honey | 43 | 43 | 0 | 0 |
| Program 203 | Phenolics in honey | 7 | 7 | 0 | 0 |
| Program 204 | Nitrofurantol metabolites in honey | 7 | 7 | 0 | 0 |
| Program 206 | Metals in honey | 53 | 53 | 113 | 0 |
| Program 208 | Pesticides in honey | 28 | 28 | 0 | 0 |
| Program 209 | Paradichlorobenzene in honey | 47 | 47 | 0 | 0 |
| Seafood Programs | | | | | |
| Program 306 | Steroids in seafood | 12 | 12 | 0 | 0 |
| Program 308 | Pesticides in seafood | 17 | 17 | 0 | 0 |
| Program 316 | Metals in seafood | 42 | 42 | 93 | 0 |
| Program 316I | Inorganic arsenic in seafood | 42 | 9 | 0 | 0 |
| Program 317 | Dyes in seafood | 15 | 15 | 0 | 0 |
| Program 333 | Quinolones and fluoroquinolones in seafood | 31 | 31 | 0 | 0 |

*indicates the number of instances where residue detections occurred, requiring processes involved in residue result reporting (i.e. comparison of residue concentration to MRL tables, judgement on proximity of the residue concentration to critical decision levels and further possible treatment of sample for result confirmation, selection of analyte code).

**indicates the number of instances where further, separate portion sample processing is required for confirmation of residue concentrations above relevant critical decision levels, in addition to the processes involved in residue result reporting.

***TART program is a targeted animal product residue testing program focussing on cattle, sheep, horse, goat or pigs, suspected by a veterinary inspector of having received antibacterial treatment inside the required withholding period. The analytical screen is identical to that of Program 1 however the turnaround time for TART samples is 5 days.

#samples for various horticultural commodities will predominately follow the growing seasons (below), however samples may be expected for analysis at any time throughout the year where sampling occurs from cold stores.

almonds: March to May
macadamia nuts: March to June, September to November
apples and pears: February to June

1. Estimated annual sample numbers per testing program and previous detections rates are provided in Table 1. Individual testing program specifications are defined in terms of matrices, analytes, reporting parameters in the Proficiency Tests Handbook. The Customer does not guarantee or represent that any Services or any particular volume of Services will be sought from the Supplier(s).

2. The Customer favours using samples for multiple testing programs, where possible. The Customer seeks to send each sample matrix to one (or more) laboratory to be analysed for a number of the current testing programs for that matrix. The Customer is seeking the services of laboratories that can provide coverage of a wide range of testing programs for a particular matrix.
3. Suppliers will be required to comply with the Guidelines for Contract Laboratories. The Guidelines for Contract Laboratories set out the Customers' requirements for the delivery of chemical analytical testing services for the NRS including: sample handling, analysis, data interpretation and reporting, laboratory timing and price paid for service, payment, provision of method summary information and quality assurance.
4. As stated in detail in the Guidelines for Contract Laboratories, Suppliers will be required to
 - (a) prepare samples prior to analysis in particular ways;
 - (b) analyse NRS samples for the required tests in accordance with strict turnaround times (**TAT**);
 - (c) ensure the sample results are reported to the NRS Information Management System (**IMS**) within the appropriate TAT otherwise, where results are received late, outside the required TAT, and an extension has not been approved, the standard sample handling fee only (\$30 ex GST) will be paid for each sample result;
 - (d) provide a conclusive test method summary prior to the commencement of the relevant Deed of Standing Offer, describing the applicable analytical method, including summary validation data. The analytical method used during the Deed of Standing Offer period for routine samples should be the same one used in all relevant pre-tender PT and all PT performed throughout the Deed of Standing Offer period;
 - (e) ensure that where appropriate and detailed in the Proficiency Tests Handbook – principally in relation to meat testing programs – the analytical method covers both free and conjugated analytes and the method summary provided with the tender clearly indicates what type of hydrolysis step(s) is included to release the conjugated analytes. Contractors will be required to report results in relation to residue definitions in accordance with the criteria in the Guidelines for Contract Laboratories;
 - (f) ensure that the analytical method is validated for the test in the appropriate sample matrix (e.g. kidney). Generally, where the NRS testing program involves multiple animal species, the analytical method should be validated in the major species involved (e.g. cattle kidney). Where the NRS testing program involves multiple matrices (e.g. cereal grains, flour, bran, pulses and oilseeds, or macadamia nuts, almonds, apples and pears), the analytical method should be validated in the major sample matrices involved;

The Customer acknowledges the significant effort involved in method validation and will not require complete coverage of all animal species and multiple matrices in method validation at the commencement of the Deed of Standing Offer period. Subsequent validation of the test method in all testing program animal species and matrices where possible and also where the sample numbers for various animal species and matrices warrant the specific validation effort, such subsequent validation in the initial stages of the Deed of Standing Offer period would be acceptable.

- (g) gain, or maintain, NATA (or international equivalent) accreditation to the requirements of ISO 17025, for the specific method unless otherwise advised. Status of accreditation will be verified by the Customer prior to commencement of the Deed of Standing Offer period and periodically throughout that period;

Note: The Customer recognises that laboratories developing a capability for the first time may not have specific NATA (or international equivalent) accreditation in place at the time the tender is being lodged. Under those circumstances, laboratories will need to have completed the necessary method validation and have submitted an appropriate data package to NATA (or international equivalent) by end of January 2024 with the aim of gaining specific accreditation within a short time frame, should they be successful in gaining a Deed of Standing Offer.

- (h) confirm and reanalyse samples containing residue results above critical decision levels appropriately in accordance with the criteria in the Guidelines for Contract Laboratories;
- (i) confirm the identity of all detected analytes according to Sections 1.2.3 and 1.2.4 of EU Regulation 2021/808/EC Performance of analytical methods for residues of pharmacologically active substances used in food-producing animals and on the interpretation of results as well as on the methods to be used for sampling;
- (j) In some cases, samples are to be forwarded from one laboratory to another for additional tests to be conducted. The forwarded samples are to be repackaged and forwarded, using NRS freight arrangements, no later than 24 hours after receipt. The cost of repackaging samples is to be borne by the on-forwarding laboratory and tenders addressing such testing programs should identify any additional packaging or handling cost per sample for the on-forwarding process, separate to the price tendered for the program test.
- (k) report and attempt to identify unidentified analytical or biological responses;
- (l) retain a copy of all analytical and internal quality-control results and records documenting the acquisition, management and use of relevant chemical standards, and make these records available for NATA and the Customer's inspection or auditing on request throughout the Deed of Standing Offer period and for a period of three years following the expiry of that period;
- (m) have a fully operational intra-laboratory program in place for the duration of the Deed of Standing Offer period, in accordance with the criteria in the Guidelines for Contract Laboratories;
- (n) host audits when requested to allow the Customer to verify the integrity of the residue monitoring system. The Customer will audit each Supplier's laboratory or laboratories at least once during the Deed of Standing Offer period. Additionally, the Department may audit a Supplier's laboratory in conjunction with other Department Personnel and government officials of trading partners to demonstrate the laboratory's compliance with the Customer's requirements in supporting Australia's residue testing system. These audits also serve to permit the Customer to satisfy its requirements as representative of the competent authority, providing oversight of the Supplier's laboratories;

At all audits, the Supplier is required to co-operate in the auditing of laboratory

processes, staffing and infrastructure arrangements, relevant records and methods, and support the exchange of information between the laboratory, the Department and NATA (or international accreditation equivalent). Audits are typically completed within one day and may require participation of up to a maximum of three laboratory staff at any one time. For audits involving international delegations, the Customer will make a payment per audit to the Supplier of \$1500 excluding GST for each laboratory to cover the additional costs associated in facilitating the audit including staff time, catering etc. if required.

- (o) notify the Customer of any changes that may adversely affect the function or performance of, or decrease the efficiency of, the laboratory Services provided to the Customer, for example moving of the laboratory facility. In this instance, the Customer may suspend the flow of samples to the laboratory, pending satisfactory performance in PT samples;
- (p) ensure that results of the Customer's analyses and/or other work are not released or published without the permission of the Director of the NRS section of the Department. Any copyright or other intellectual property rights associated with any analytical results generated is the exclusive property of the Department; and the Supplier must notify the Director of the NRS Residue Chemistry & Laboratory Performance Evaluation Section of any legislative requirement imposed on the Supplier to report chemical residue results above MRL to a state standards officer or any other party.

2.2 **Timeframes**

NRS testing programs are continuous, commencing 1 July 2024 and ending 30 June 2027 with the possibility of extension to 30 June 2029. Contractors will be required to provide testing services on that basis.

2.3 **Deliverables**

Deliverables will be identified and agreed in Official Orders.

2.4 **Environmental Sustainability**

The Customer's environmental sustainability requirements for this ATM are those specified at Attachment 6 of Schedule 2.

SCHEDULE 2

Tender Response Form

Potential Suppliers are to ensure their tender includes, as a minimum, each of the completed Attachments to this Tender Response Form, as follows:

| Attachment Number | Tender Response Form |
|--------------------------|--|
| 1. | Potential Supplier's Details |
| 2. | Potential Supplier's Deed |
| 3. | Services Delivery |
| 4. | Potential Supplier's Experience |
| 5. | Key Personnel |
| 6. | Environmental Sustainability |
| 7. | Pricing |
| 8. | Financial Capacity |
| 9. | Statement of non-compliance with the draft Deed of Standing Offer |
| 10. | Shadow Economy Policy – Statement of Tax Records |

Attachment 1: Potential Supplier's Details

1. Potential Supplier Profile

| Item No. | Required Information | Potential Supplier's Information | |
|----------------------------|---|--|--|
| General Information | | | |
| 1. | Potential Supplier's legal name | | |
| 2. | Trading or Business Name (if different to legal name) | | |
| 3. | Type of legal entity (eg natural person, company, partnership, trustee) | | |
| 4. | ACN / ARBN / Other incorporation number | | |
| 5. | ABN | | |
| 6. | Potential Supplier's address and details | Registered Office (If applicable) | |
| | | Principal Place of Business (If different to the registered office) | |
| | | Phone (General) | |
| | | Email (General) | |
| 7. | Potential Supplier's contact person | Name | |
| | | Position | |
| | | Address | |
| | | Phone | |
| | | Email | |
| 8. | Potential Supplier's country of tax residency | [Note to Potential Suppliers: Insert your organisation's country of tax residency. Information to assist you to identify this information is available at https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures .] | |

| | | |
|-----------|---|--|
| 9. | Potential Supplier's ultimate parent entity's country of tax residency | <p>[Note to Potential Suppliers: Insert your organisation's ultimate parent entity's country of tax residency (if different from above)]</p> <p>Complete with "AS ABOVE" if same as your organisations country of tax residency. Residency.]</p> |
|-----------|---|--|

2. Additional Potential Supplier details

| Item No. | Required Information | Potential Supplier's Information |
|--|---|---|
| Company details (If applicable) | | |
| 1. | Provide a summary of details in relation to the company's size, location of its sites and the principal locations for the provision of the Services | |
| 2. | If the Potential Supplier is a foreign company, please provide details regarding the status of registration, place of incorporation and principal place of business in Australia | |
| 3. | Any individual shareholders holding 20% or more of any issued share capital | |
| 4. | Any related body corporate within the meaning of section 50 of the <i>Corporations Act 2001</i> (Cth) | |
| Partnership details (If applicable) | | |
| 5. | Provide details of the nature and structure of the partnership | |
| 6. | Provide details of the specific partners who would be involved in delivering the Services | |
| 7. | Provide details of the partner that is proposed to enter into the Contract with the Customer | |
| 8. | Include as part of tender | |

| Item No. | Required Information | Potential Supplier's Information |
|---|---|---|
| | documentation of the relevant partnership agreement | |
| Trust details (If applicable) | | |
| 9. | <p>If the Potential Supplier proposes to enter into the Deed of Standing Offer as trustee of a trust, provide the name and details of the nature of the trust.</p> <p>Include as part of the tender the relevant trust documentation</p> | |
| Small to Medium Enterprise (SME) details (If applicable) | | |
| 10. | <p>Potential Suppliers are to indicate if they are an SME</p> <p>(The Potential Supplier will be an SME if they are an Australian or New Zealand firm with fewer than 200 full time employees)</p> | |
| Indigenous Enterprise details (If applicable) | | |
| 11. | <p>Potential Suppliers are to indicate if they are an Indigenous Enterprise</p> <p>(The Potential Supplier will be an 'Indigenous Enterprise' if they are an organisation that is 50 percent or more Indigenous owned that is operating a business)</p> | |

3. Subcontractors

Potential Suppliers are to include the details of any proposed Subcontractors (being any person or entity that is not an employee) who will be used in performing the Contract, by completing Table B - Subcontractors.

Table B - Subcontractors

| Item No. | Proposed Subcontractor and ACN/ABN/ARBN (as applicable) | Description of work to be performed | Subcontract Value (\$AUD) | STR Required (Y/N) | Contact Details |
|----------|---|-------------------------------------|---------------------------|--------------------|-----------------|
| 1. | | | | | |
| 2. | | | | | |

4. AUSTRALIAN INDUSTRY PARTICIPATION (AIP) Plan

Potential Suppliers may be asked to provide prior to the execution of any resultant Deed of Standing Offer or Contract, and no later than **20** Business Days after being notified they are the preferred Potential Supplier:

- (a) an AIP plan that covers the Services to be procured under this ATM; and
- (c) a letter from the Department of Industry Science, Energy and Resources confirming that the Potential Supplier's AIP plan has been approved.

5. WGE Act Compliance

Potential Suppliers are to:

- (a) identify in their tender whether they are a 'relevant employer' under the WGE Act; and
- (d) if they are a 'relevant employer', provide a current letter of compliance issued by the WGEA as part of their tender.

6. Disclosure of anti-competitive conduct

Potential Suppliers are to indicate if they or any person associated with their tender, including directors and senior management, are or have ever been subject to proceedings related to anticompetitive conduct in Australia or overseas. The information must include:

- (a) the names of the parties to the proceedings;
- (b) the case number;
- (c) the general nature of the proceedings; and
- (d) the outcome or current status of the proceedings.

Attachment 2: Potential Supplier's Deed

Note to Potential Suppliers: Potential Suppliers are to provide a deed in the following format. Amendments may only be made where necessary to complete the deed.

DEED POLL

This deed poll is made on **[Insert date]**

By:

[Insert full legal name of Potential Supplier and their ACN/ABN/ARBN if applicable] (Potential Supplier)

1. Declarations

1.1 The Potential Supplier declares that:

- (a) this deed poll is for the benefit of the Commonwealth of Australia as represented by the Department of Agriculture, Fisheries and Forestry ABN 34 190 894 983 (**Customer**); and
- (b) it has the capacity to respond to the ATM by way of the tender and there are no restrictions under any relevant law to prevent it from so responding.

1.2 This deed poll is provided in connection with the Approach to Market (**ATM**) **2023 - C12077** issued by the Customer and the tender (**Tender**) submitted by the Potential Supplier under that ATM. Terms not defined in this deed poll have the meaning given in the ATM.

2. Acknowledgements

2.1 The Potential Supplier acknowledges and agrees:

- (a) to the Customer's rights as set out in the ATM and this deed poll, including the Customer's rights to exclude the Potential Supplier;
- (b) that no binding contract (including a process contract), understanding or other legal or equitable rights or obligations will exist between the Customer and the Potential Supplier as a result of the ATM (other than as contemplated in clause 2.8(b) of the Conditions of Approach to Market) unless and until a Contract is executed by both parties;
- (c) that subject to any liability arising under the *Government Procurement (Judicial Review) Act 2018* (Cth), the Customer will not be responsible for any costs or expenses incurred by the Potential Supplier in complying with the requirements of this ATM; and
- (d) that it has relied entirely upon its own inquiries and advice in preparing the tender.

3. Potential Supplier's Representations and Warranties

3.1 The Potential Supplier represents and warrants that it:

- (a) is not subject to a judicial decision against them relating to unpaid employee entitlements (not including decisions under appeal), where the employee entitlements remain unpaid;

- (b) is not named in the consolidated list referred to in regulation 40 of the *Charter of United Nations (Dealing with Assets) Regulations 2008* (Cth);
- (c) has compiled its tender without:
 - (i) the improper assistance of any current or former Customer officer, employee, contractor or agent; and
 - (ii) the use of information obtained through a breach of confidentiality, section 122.4 of the *Criminal Code Act 1995* (Cth) or the *Public Service Act 1999* (Cth);
- (d) has not engaged in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Potential Supplier, or any other person in connection with the preparation of their tender or conduct of the ATM;
- (e) has not prepared its tender with any consultation, communication, contract, arrangement or understanding with any competitor, other than where:
 - (i) the Potential Supplier and the competitor have an agreement that has been authorised by the Australian Competition and Consumer Commission; or
 - (ii) the Potential Supplier has communicated with a competitor for the purpose of subcontracting a portion of the Services, and where the communication with that competitor is limited to the information required to facilitate that particular subcontract;
- (f) has not attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of the Customer, or violate any applicable laws (including anti-corruption or bribery legislation) or Commonwealth policies regarding the offering of inducements in connection with the ATM process;
- (g) has not engaged in, or procured or encouraged others to engage in, activity that would result in a breach of the *Lobbying Code of Conduct*;
- (h) has not, without the Customer's prior written consent, permitted any current or former officer, employee, contractor or agent of the Customer to contribute to their tender or participate in any activity relating to the ATM, if that person was involved at any time in planning of the procurement to which this ATM relates, the preparation of this ATM or the management of this ATM;
- (i) has not otherwise acted in an unethical or improper manner or contrary to any law in relation to this ATM process; and
- (j) is able to meet the required standards for the provision of the Services.

4. Misleading and Deceptive Conduct

4.1 The Potential Supplier:

- (a) acknowledges that under the *Criminal Code Act 1995* (Cth), giving false or misleading information is a serious offence; and
- (e) represents that it has not engaged in misleading or deceptive conduct in relation to its tender or the ATM process.

5. Confidentiality and announcements

- (a) The Potential Supplier agrees that it will not, and will ensure that its employees, agents and subcontractors do not, divulge or communicate to any person any confidential information concerning the affairs of the Customer, the Commonwealth or information provided by the Customer which the Customer indicates to Potential Suppliers is confidential or which Potential Suppliers know or ought reasonably to know is confidential.
- (f) The Potential Supplier agrees that it will not make any public announcements concerning the Services or any other matter arising out of the ATM process for publication in any media without the prior written approval of the Customer.

6. Offer

6.1 The Potential Supplier acknowledges and agrees:

- (a) that the tender constitutes an unconditional offer and accordingly is capable of immediate acceptance by the Customer so as to form a binding contract;
- (b) that the tender must remain open for acceptance by the Customer for the Tender Offer Period; and
- (c) not to withdraw, vary or otherwise compromise the tender during the Tender Offer Period.

7. Conflict of Interest

7.1 The Potential Supplier represents that, having made all reasonable enquiries, the following are its only known actual, potential or perceived conflicts of interest in respect of the ATM process, its tender or the provision of the Services:

[Insert any actual or potential conflict of interest disclosures, or if none write "None"]

7.2 The Potential Supplier undertakes to advise the Customer in writing immediately upon becoming aware of any actual, potential or perceived conflicts of interest in respect of the ATM process, its tender or the provision of the Services.

7.3 The Potential Supplier agrees to take such steps as the Customer requires to resolve or manage a conflict of interest.

8. Workplace Gender Equality Requirements

8.1 The Potential Supplier represents that it **[is / is not]** a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**).

Note to Potential Supplier: If you are not a 'relevant employer' for the purposes of the WGE Act, delete sub-clause 8.2.

8.2 The Potential Supplier represents that it is compliant under the WGE Act and has attached a current letter of compliance as part of its tender.

9. Shadow Economy Policy

9.1 The Potential Supplier represents that, in accordance with clause 5.8(d) of the Conditions of Approach to Market, it has obtained and holds as at the Closing Time all of the satisfactory and valid STRs required for any entity that the Potential Supplier proposes to

engage as a first-tier Subcontractor, where the total value of the work under the subcontract is expected to exceed \$4 million (inc GST).

9.2 The Potential Supplier acknowledges and agrees that:

- (a) it will provide the Customer with copies of the STRs obtained in accordance with clause 5.8(d) of the Conditions of Approach to Market within 5 Business Days after receiving a written request from the Customer; and
- (b) its tender will be excluded from further consideration if it does not provide the requested STRs in accordance with clause 5.8(e) of the Conditions of Approach to Market.

10. Financial Capacity

10.1 The Potential Supplier represents that, at the time it submits its Tender, it has the financial capacity to provide the Services.

11. Modern Slavery Act

11.1 The Potential Supplier acknowledges and agrees that it will, and will ensure that each of its proposed Subcontractors will, provide any information or records reasonably required by the Customer in relation to the:

- (a) the Supplier; or
- (b) a proposed Subcontractor,

for the purposes of the Customer satisfying its obligations as a reporting entity under the *Modern Slavery Act 2018* (Cth).

11.2 Within [10] Business Days of a written request from the Customer, the Potential Supplier must provide the information and records required under clause 11.1.

12. Employee work health and safety

12.1 The Potential Supplier represents the following:

- (a) the Potential Supplier has had, in the three years preceding the release date of this ATM, [NIL or specify number] adverse Court or Tribunal decision(s) for a breach of any work health and safety legislation including the *Work Health and Safety Act 2011* (Cth) and equivalent State or Territory Laws, that are relevant to the Supplies and the safe manner in which they would be provided, workplace relations law, or workers' compensation law;

Note to Potential Suppliers: in the following paragraphs (b) and (c) strike through whichever option does not apply. If the response to paragraph (a) above is NIL, strike out both options.

- (b) the Potential Supplier has fully complied, or is fully complying, with all penalties or orders arising from any Court or Tribunal decisions;

OR

- (c) the Potential Supplier has not fully complied with, or is currently not fully complying with [insert number] of the penalties or orders arising from the Court or Tribunal decisions and has provided as part of its tender information about each of these penalties or orders;

Note to Potential Suppliers: Potential Suppliers must provide additional information about each decision declared above. Potential Suppliers should note that they will not be eligible for further consideration for this procurement if they have not fully complied with, or are not fully complying with, any Court or Tribunal decision, or have not appealed the decision prior to the end of the appeal period.

13. Payment Times Procurement Connected Policy

- 13.1 The Potential Supplier represents that it **[is / is not]** a 'Reporting Entity' for the purposes of the *Payment Times Procurement Connected Policy (PT PCP)*. A Reporting Entity means a 'Reporting Entity' within the meaning of the *Payment Times Reporting Act 2020* (Cth) (**PTR Act**).

14. Deed poll changes

- 14.1 If at any time prior to entry into a Deed of Standing Offer or resultant Contract with the preferred Potential Supplier arising from this ATM, any information provided in this deed poll changes, the Potential Supplier agrees to advise the Customer of that change within 7 days.

15. Survival

- 15.1 This deed poll survives termination or expiry of this ATM.

16. Applicable Law

- 16.1 The Potential Supplier agrees that the laws of the Australian Capital Territory apply to this deed poll and the Potential Supplier submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory for any proceedings in relation to this ATM.

17. Contact details

- 17.1 The Potential Supplier's contact details for the purpose of this deed poll are set out below:

| Item No. | Information | Details |
|----------|------------------|---------|
| 1. | Name | |
| 2. | Position | |
| 3. | Address | |
| 4. | Telephone Number | |
| 5. | Email Address | |

EXECUTED AS A DEED POLL for the benefit of the Commonwealth of Australia as represented by the Department of Agriculture, Fisheries and Forestry ABN 34 190 894 983

Dated this **[Insert date]** day of **[Insert month and year]**

Note to Potential Supplier: Please include the appropriate execution block depending on what type of legal entity you are. Five options have been included for consideration, depending on whether you are a:

- **natural person;**
- **company incorporated under the Corporations Act;**
- **partnership;**
- **natural person executing the deed in your capacity as trustee of a trust;**
or
- **company executing the deed in your capacity as trustee of a trust.**

Option 1: Execution block for natural person

SIGNED, SEALED AND DELIVERED
by **[Insert Potential Supplier's full name]** in the presence of:

Signature of party

Signature of witness

Name of witness

Option 2: Execution block for company incorporated under the Corporations Act.

EXECUTED by [**Insert Potential Supplier's full name, and ACN/ ABN if it has one**] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Name

Signature of director/secretary

Name

Option 3: Execution block for a partnership. A partner can execute a deed on behalf of the partnership if it is authorised under a power of attorney.

SIGNED, SEALED AND DELIVERED for
[**Insert Potential Supplier's full name
and ABN**] under power of attorney in the
presence of:

Signature of attorney

Signature of witness

Name

Name

Date

Option 4: Execution block for a natural person executing the deed in their capacity as the trustee of a trust.

SIGNED, SEALED AND DELIVERED
by [**Insert Potential Supplier's full
name**] acting as trustee of the [**Insert
name of the trust**] in the presence of:

Signature of party

Signature of witness

Name of witness

Date

Option 5: Execution block for a corporation executing the deed in their capacity as the trustee of a trust.

EXECUTED by **[Insert Potential Supplier's full name, and ACN/ ABN if it has one]** acting as trustee of the **[Insert name of the trust]**:

Signature of director

Signature of director/secretary

Name

Name

Date

Attachment 3: Services Delivery

Evaluation Criterion 2: Services delivery methodology: The extent to which the Potential Supplier demonstrates (including to provide relevant supporting evidence) how it will provide the Services, in accordance with the Statement of Requirement.

1. Proposed Services delivery

Potential Suppliers are to explain in detail how they would provide the Services, including:

- (a) details of the Services proposed to be provided as part of their proposed solution for satisfying the requirements of Schedule 1 – Statement of Requirements;
- (b) details of any key activities, Milestones and Deliverables;
- (c) how they would remove or mitigate significant risks;
- (d) how they would manage or meet any time constraints;
- (e) any significant assumptions or limitations; and
- (f) the procedures and processes that they would implement to perform and manage delivery of the Services.

Insert response:

2. Organisational capability

Potential Suppliers are to:

- (a) provide an overview of your organisation's structure, organisational capability and capacity to support provision of the Services outlined in the Statement of Requirements;
- (b) provide details of how you propose to organise work and deliver the required Services; and
- (c) include an outline of how NRS samples will be processed and analysed, particularly where multiple analytical tests are to be conducted on common samples.

Insert response:

3. Methodology

Potential Suppliers are to provide details of the analytical methods you propose to use, using the analytical method summary template provided below for each method.

Analytical Method Summary

Potential Suppliers are to provide information pertaining to your analytical method under the following headings, noting that this template is an update of the template in the Guidelines. For multi-residue methods (e.g. GC-MS/MS and LC-MS/MS) provide descriptions for each instrumental method separately. Separate analytical method summaries should be prepared for each NRS testing program.

Note to Potential Suppliers: Insert responses to each of the headings below

a) NRS Program:

(NRS Program number and name)

b) Laboratory:

(Laboratory name and site location if more than one laboratory site)

c) Laboratory Method Name:

(Laboratory method name)

d) Laboratory Method Number:

(Laboratory method number)

e) NRS IMS Reporting Method Code:

(Method code the laboratory proposes to report to the NRS database; may have to be modified to be accommodated in NRS database)

f) Date Current Version:

(Date of current version of method; method code should be revised on significant revision such as changes to extraction process, equipment, analytes tested, ions monitored)

g) NATA (or international equivalent) accreditation of method:

(Is this method accredited by NATA or international equivalent? If some components of the method are accredited, please state details)

h) Matrix:

(Sample organ(s) or commodities covered by this method)

i) Method Scope and General Description:

(Meaningful description of method, to include appropriate applications, limitations, matrices etc.)

j) Analytes Covered, Method LOD and LOR, Method Linearity Range and estimate of Measurement Uncertainty for each analyte

(Should include details for screening and confirming methods where applicable; concentration at which MU has been estimated; LOD and LOR should be consistent with information provided under Section n) on how LOD and LOR have been determined)

| Analyte | LOD (mg/kg) | LOR (mg/kg) | Relative retention time or Indicative retention time (min) | Linearity Range (mg/kg) | Measurement Uncertainty at the 95% confidence level and concentration at which MU was established |
|---------------------------|-------------|-------------|--|-------------------------|---|
| | | | | | |
| <i>Extend as required</i> | | | | | |

k) Sample Preparation / Extraction / Digestion / Clean-up / Derivatisation:

(Comprehensive description of steps involved in sample preparation process. Include minimum sample amount required for a single analysis; techniques to liberate bound analytes (if relevant) that identify the essential elements of the process (e.g. 5M HCl hydrolysis at 80°C for 4 hours; overnight enzyme hydrolysis using glucuronidase); reagents/solvents for extraction; method of extraction; type of clean-up (e.g. GPC, SPE–C18); derivatising reagent and conditions, etc.)

l) Analyte Detection and Quantification:

(Detailed description of analytical technique. Include instrument, columns and detectors used; relevant wavelengths; MS mode and ions, highlighting quantifying ion(s); use of reagent and matrix blanks, surrogates external, internal, fortified or labelled certified reference standards, matrix-extracted or matrix-matched standards; replicate analyses; if two analytical techniques are used, clearly identify analytes detected, ions monitored and quantifying ion under each technique)

m) Analyte Confirmation:

(Detailed description of confirmatory technique, including:

- ions and transitions monitored*
- indicative ion ratios and acceptance limits*

(Note: The information included here should be sufficient to verify that the method meets the confirmation criteria outlined in the European Commission Decision 2021/808/EC i.e. where MS is used, laboratories need to include information on ion ratios.)

n) Performance Criteria / Method Validation

(Note: Raw validation data, particularly at the laboratories stated method LOD and LOR may be requested by NRS if the laboratory is awarded the contract; preferable to include data on matrix specified in NRS testing program and all analytes/metabolites required by NRS)

o) Within assay variation

(i.e. replicate analysis of spiked samples within a run by the same operator on the same instrument; preferably at concentration near LOD and above, within linear range)

| Analyte | Matrix | Spike conc. (mg/kg) | No. of replicates | Mean % Recovery | Acceptance criteria | % CV |
|--------------------|--------|------------------------|-------------------|-----------------|---------------------|------|
| | | | | | | |
| Extend as required | | | | | | |

p) Between assay variation

(i.e. analysis of spiked samples by different operators on different days; preferably near LOD and at a higher concentration within linear range)

| Analyte | Matrix | Spike conc. (mg/kg) | No. of analyses | Mean % Recovery | % CV |
|--------------------|--------|------------------------|-----------------|-----------------|------|
| | | | | | |
| Extend as required | | | | | |

q) Method to determine LOD & LOR

(Describe basis of LOD/LOR determination; should be consistent with LOD/LOR listed under Section j)

r) Other Comments:

(e.g. Other analytes routinely covered by the method, analytical difficulties, technical issues etc.)

4. General operations, laboratory space and instrumentation

Potential Suppliers are to outline general operations of the Potential Supplier's laboratory in relation to the Statement of Requirements. Include details of laboratory space and key instrumentation (including back-ups) intended for use in provision of the Services.

| Details required: | Response: |
|---|-----------|
| Describe your system of sample receipt and log-in and how it ensures sample security, integrity, identification and traceability. | |
| Describe how your sample sorting, preparation and processing areas are arranged to minimise cross contamination. | |
| Describe your freezer/refrigerator capacity to store all NRS samples for a minimum of 30 days from the date of reporting so that, if requested, a complete retest may be done. | |
| Describe your laboratory area/space and benefits for NRS testing | |
| Provide details of major instrumentation and back-ups to be used for NRS testing. Include: <ul style="list-style-type: none">• Brand• Models• Year of manufacture• Main features• Current use and % capacity for use in NRS testing programs• Availability of critical spare parts | |

5. Quality Management System

Potential Suppliers should provide specific detail on:

- (a) Is your organisation's Quality Management System certified?

Insert response:

- (b) How does your organisation propose to provide Quality Assurance (QA) and Quality Control (QC) as applied to the Services to be provided? Include detail on:
- (i) frequency and method of monitoring analytical method performance including monitoring and control of batch recoveries (i.e. recovery control charts)
 - (ii) acquisition, storage and use of analytical reference material use of intra- and inter-laboratory check samples
 - (iii) standard operation procedures to rectify problems identified.

Insert response:

6. Modern Slavery Act

Potential Suppliers should provide details of how you (as Potential Supplier) identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services.

Insert response:

7. Work health & safety risk management

Potential Suppliers are to provide details of any key health and safety risks arising from the provisioning of the Services and the Potential Supplier's proposed methods to mitigate them.

Insert response:

8. Benefit to the Australian Economy

Evaluation Criterion 9: Consideration of economic benefit to the Australian economy: The extent to which the Potential Supplier's proposal will achieve economic benefit for the Australian economy.

Note to Potential Suppliers: the Department of Finance has issued guidance on

the matters that may be taken into account when considering the benefit to the Australian economy as part of the value for money assessment.

This guidance can be located here:

<https://www.finance.gov.au/sites/default/files/2020-08/consideration-of-broader-economic-benefits-in-procurement.pdf>

- (a) Potential Suppliers are to provide a summary of how their proposal will provide an economic benefit to the Australian economy and give details of how any strategy related to this will be implemented.
- (b) Examples of benefits to the Australian economy include:
 - (i) employing workers in Australia;
 - (ii) providing skills and training that benefits Australian communities;
 - (iii) paying additional taxes in Australia;
 - (iv) transferring technology to Australian businesses; or
 - (v) any positive effects on the international competitiveness of Australian businesses.

Insert response:

Attachment 4: Potential Supplier's Experience

Evaluation Criterion 3: Potential Supplier's Experience: The extent to which the Potential Supplier demonstrates its experience relevant to delivery of the Services.

1. Relevant knowledge and experience

Potential Suppliers are to provide details of their organisation's knowledge and experience in the industry in the past 5 years, as it applies to the Statement of Requirements.

Insert response:

Potential Suppliers wishing to provide information on their experience in the industry for non-NRS clients can complete the case study table below with details of this experience. Potential Suppliers should replicate the table for each case study and submit a maximum of 3 case studies.

If the Potential Supplier is currently providing NRS services, the Customer will consider the information available to it in relation to the Potential Supplier's knowledge and experience in delivery of those NRS services. Accordingly, the Potential Supplier is not required to submit the case studies in relation to those relevant NRS services.

Case study of relevant experience

| Details required: | Response: | | | |
|--|-----------|--|------------|--|
| Client Name of the organisation. | | | | |
| Services performed Description of the services performed provided (e.g. testing services delivered, methodologies used, laboratory equipment used etc.). | | | | |
| Relevance Description of how the example compares to the Services (as specified in the Statement of Requirements). | | | | |
| Time period Duration and dates the services were provided. | | | | |
| Referee Contact details for a referee. | Name | | | |
| | Title | | | |
| | Tel No | | Mobile No: | |

| Details required: | Response: | |
|-------------------|-----------|--|
| | E-mail | |

2. Relevant performance supported by Proficiency Testing

Potential Suppliers are to provide information to demonstrate their performance in proficiency testing (that is not the pre-tender NRS Proficiency Testing) relevant to the Services described in the Statement of Requirements. These proficiency testing records may relate to NRS PT Programs offered prior to pre-tender NRS Proficiency Testing rounds and/or those offered by other PT Scheme Providers.

Insert response:

Attachment 5: Key Personnel

Evaluation Criterion 4: Potential Supplier's management capability and key personnel: The extent to which the Potential Supplier demonstrates its management capability and capability of the key personnel that will be involved in delivery of the Services.

Potential Suppliers are to provide details about their management capability. Potential Suppliers should also provide information regarding any key personnel who would perform the Services described in the Statement of Requirements, including the skills, experience and qualifications of those personnel and detail the proposed team structure including any sub-contractors. by completing Table D – Specified Personnel

Table D – Specified Personnel

| | | |
|---|---|---|
| Details required: | Response: | |
| Name and title of Contract Manager: | | |
| Telephone Number of Contract Manager: | | |
| E-mail Address of Contract Manager: | | |
| Laboratory Management [Please give the details of as many people as are relevant by adding to this table as necessary] | | |
| Name | Relevant qualifications and experience | Main responsibilities relevant to NRS program(s) |
| Manager of Laboratory | | |
| Section Manager <i>(Manager of area responsible for delivery of the Services)</i> | | |
| Quality Manager of Section <i>(member of staff responsible for QA)</i> | | |

| Laboratory Staffing (relevant to provision of the Services) [Please give the details of as many people as are relevant by increasing this table as necessary, including subcontractors] | | |
|--|---|---|
| Name | Relevant qualifications and experience | Main responsibilities relevant to NRS program(s) |
| | | |

Attachment 6: Environmental Sustainability

Evaluation Criterion 5: Environmental Sustainability: The extent to which Potential Supplier is demonstrates its ability to deliver the Services in an environmentally sustainable manner.

1. Reduce environmental impacts and/or use Recycled Content

- (a) The National Waste Policy (2018) outlines Australia's strategy for transitioning to a circular economy. The National Waste Policy Action Plan (2019) details the actions required across government and industry to implement the National Waste Policy (2018). More information is available at:
<https://www.dcceew.gov.au/environment/protection/waste/how-we-manage-waste/national-waste-policy>
- (b) Sustainability and use of recycled content is a priority within the National Waste Policy Action Plan (2019) and is of particular importance for this procurement.
- (c) Potential Suppliers are to detail how the Potential Supplier will deliver cost effective, practical and fit-for-purpose sustainability outcomes in connection with the Services.
- (d) The Potential Supplier should demonstrate in their Tender how the Services will be delivered in a way which:
 - (i) reduces environmental impacts; and/or
 - (ii) uses recycled content in Services to the maximum extent possible without compromising the safety, quality or capability of the Services.

2. Environmental Management Practices

- (a) Potential Suppliers should detail their environmental management practices including any Environmental Management Systems, policies and/or processes as applicable. Where the Potential Supplier refers to any third party certifications, such as International Organization for Standardization (ISO) ISO14001:2015 Environmental Management Systems and ISO20400:2017 Sustainable Procurement, it should supply a copy of the third party certificates with its Tender. Where environmental claims (such as "eco-label", "green" or other environmental claims) are made in the Tender, the Tender should include the methodology used to evaluate the claim and any third-party certificates as applicable.
- (b) If the Potential Supplier is a member of the Australian Packaging Covenant Organisation (**APCO**), it should advise in its Response which category or categories its membership is under.

3. Environmental sustainability plan

- (a) Potential Suppliers should include a draft environmental sustainability plan in their Tenders to demonstrate how the Potential Supplier will satisfy the environmental sustainability requirements specified at section 2.4 of Schedule 1 – Statement of Requirements, including:
 - (i) how the Potential Supplier will work with other suppliers and the Customer to minimise or avoid waste to landfill throughout the life cycle of goods delivered or consumed in delivery of Services under the Contract, including what happens to goods at end of life; and

- (ii) how the Potential Supplier proposes to use recycled content in Services delivered under the Contract to the maximum extent possible without compromising quality, safety or capability.

Insert response:

Attachment 7: Pricing

Evaluation Criterion 6: Pricing and payment arrangements: The Potential Supplier's proposed pricing for delivery of the Services.

1. Proposed price

- (a) Potential Suppliers should provide their proposed price for the delivery of the Services by completing Table 2- Rates Card below. Prices should:
 - (i) be stated in Australian dollars;
 - (ii) be inclusive of all costs and expenses of complying with the requirements of the draft Deed of Standing Offer (including any amounts payable from time to time as superannuation contributions made on behalf of the Potential Supplier's personnel);
 - (iii) specify the discounts offered (if any);
 - (iv) identify all assumptions and caveats;
 - (v) be inclusive of all Australian (Federal, State and local government) and overseas taxes and charges; and
 - (vi) state whether GST will be payable for each item of the Services and where GST applies, the amount GST payable is to be clearly and separately identified.
- (c) All prices should be fixed for at least the first year of the initial Deed of Standing Offer period. Suppliers may propose a mechanism for adjusting prices, annually after the first year of the initial Deed of Standing period, including for the extension period (i.e. 1 July 2027 to 30 June 2029). Potential Suppliers should include a clear statement in their tenders of the proposed adjustment mechanism.
- (d) Prices should include all costs associated with provision of the Services including all costs related to sample receipt, preparation, analysis, confirmation where required, result reporting, storage of samples etc.).
- (e) The Customer favours using samples for multiple testing programs where possible. The Customer seeks to send each sample matrix to one (or more) laboratory to be analysed for a number of the current testing programs for that matrix. The Customer is seeking the Services of laboratories that can provide coverage of a wide range of testing programs for a particular matrix.

Potential Suppliers are requested to provide one price per individual program test (e.g. \$ per Program 1 test) as well as a tendered price per combination of program tests where a common sample matrix may be tested for multiple program tests (e.g. \$ per Programs 1+10+23 combination).

- (f) For some testing programs the Customer may decide to allocate the analysis services between two Potential Suppliers.

Potential Suppliers are therefore requested to provide separate prices per program test for 100% and 50% allocation of the estimated program sample numbers.

(e.g. Provide a price for 100% allocation of Program 1 sample analyses and a price for 50% allocation of Program 1 sample analyses.).

Where these testing programs lend themselves to analysis in a combination with other testing programs, Potential Suppliers are requested to also provide a price for 100% and 50% allocation of those combination testing program sample numbers.

(e.g. provide a price for 100% allocation of Programs 1+10+23 combination analyses and a price for 50% allocation of Programs 1+10+23 combination analyses).

The final decision regarding the actual split ratios that will apply will be at the discretion of the Department in the Official Order.

- (g) The cost for freight of samples to the Supplier is met by the Customer.

Where an on-forwarding sample process applies, Potential Suppliers are requested to provide the cost of repackaging or handling samples as a separate price per program test. On-forwarding of samples is required where follow on sample testing is performed by a second, different Contractor (for some Plant testing program samples only).

- (h) A handling fee (\$30 excluding GST) will be paid by the Customer to the Supplier in certain circumstances. Where samples are received by the Supplier and deemed to be 'Not Suitable for Analysis' (refer to the Guidelines for Contract Laboratories) and recorded as such in the NRS IMS, an invoice will be generated for payment of the standard handling fee.

The full analytical testing fee is payable if the sample results are reported to the NRS IMS within the appropriate TAT. Where results are received late, outside the required TAT, and an extension has not been approved, the standard sample handling fee (\$30 ex GST) will be paid for each sample result.

- (i) For Program 1: Potential Suppliers are requested to provide one price per program test for analysis, regardless if screening (MIT or instrumental) methodology is conducted preliminarily to confirmatory methodology.
- (j) For grain samples, milling should be performed in a way that avoids extensive heating of the samples, i.e. cryogenic milling or freezing samples prior to milling.
- (k) For Program 169: Potential Suppliers are requested to provide one price per program test applicable to all potential horticultural matrices (see below), as well as a price per program test for individual horticultural matrices if there is a price differential.

Note: Program 169 samples require cryogenic milling of the sample and specific sample preparation for each different matrix according to Codex Guidelines CAC/GL 41-1993 Analysis of Pesticide Residues: Portion of Commodities to which Codex MRLs Apply and which is Analyzed.

Potential horticultural matrices may include but are not limited to: macadamia nuts, almonds, apples, pears.

- (l) For meat fat samples: Potential Suppliers should note that

For Program 12: The Supplier should test and report the analyte concentration of any residue results on an 'as received' basis.

For Programs 8 and 28: The Supplier should test and report the analyte concentration of any residue results on a 'rendered fat' basis.

- (m) Sample numbers may change according to changes in NRS requirements and there is no guarantee or representation that any Services or any particular volume of Services will be sought from the Supplier(s), under the Deed of Standing Offer

Potential Suppliers should present prices based on estimated annual sample numbers and should also include prices per program test for a range of sample numbers where the tendered prices.

- (n) Potential Suppliers from the public sector should:
- (i) note that competitive neutrality requires that government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership.
 - (ii) demonstrate in their tender that competitive neutrality requirements have been met, including:
 - (A) payment of relevant taxes and charges;
 - (B) rates of return; and
 - (C) cost of funds.

2. Table 2: Rates Card

Note to Potential Supplier: Potential Suppliers are to identify which testing program(s) they are tendering for by completing a row in Table 2 for each testing program (or combination of program tests) being tendered for. Please complete all fields in each row. Additional rows should be added where required.

| | Price per program test (AUD ex. GST) | GST applicable (AUD) | Price per program test (AUD incl. GST) | Time period for which the tendered price applies | Mechanism for price increase | Any testing program analyte or residue definition component not included |
|--|--------------------------------------|----------------------|--|--|------------------------------|--|
| Analytical testing of samples for NRS program number (list only those testing programs sought by Potential Supplier): | | | | | | |
| <insert program number and allocation - e.g. Program 1 (100% allocation)> | <insert> | <insert> | <insert> | <insert> | <insert> | <insert> |

| | | | | | | |
|--|----------|----------|----------|----------|----------|----------|
| <insert program number and allocation - e.g. Program 1 (50% allocation)> | <insert> | <insert> | <insert> | <insert> | <insert> | <insert> |
| Add rows for other testing programs as required | | | | | | |
| Analytical testing of a common sample for the combination of testing for NRS program numbers | | | | | | |
| <insert program numbers and allocation - e.g. Programs 1+10+23 combination (100% allocation)"> | <insert> | <insert> | <insert> | <insert> | <insert> | <insert> |
| <insert program number and allocation - e.g. Programs 1+10+23 combination (50% allocation)> | <insert> | <insert> | <insert> | <insert> | <insert> | <insert> |
| Add rows for other testing programs as required | | | | | | |
| Additional Service (e.g. repackaging or handling samples for on-forwarding for further testing) | | | | | | |
| <insert> | <insert> | <insert> | <insert> | <insert> | <insert> | <insert> |
| Add rows as required | | | | | | |

Attachment 8: Financial Capacity

Evaluation Criterion 7: Financial and corporate capacity: The extent to which the Potential Supplier has the financial and corporate capacity to fulfil the Contract obligations and the assessed level of financial risk relating to entering into a Contract with the Potential Supplier.

1. Financial information

Potential Suppliers should complete the following questionnaire and provide sufficient information to enable the Customer to determine the financial viability of the Potential Supplier. Potential Suppliers should provide explanations of areas not addressed or items not provided.

| Item | Attached |
|--|----------|
| Copy of certificate of currency for public liability insurance | Yes/No |
| Copy of certificate of currency for workers compensation insurance | Yes/No |
| Copy of certificate of currency for professional indemnity insurance | Yes/No |
| Copy of certificate of currency for cyber security insurance | Yes/No |
| Details of any petitions, claims, actions, judgements or decisions, undischarged bankruptcy, liquidation or administration which may adversely affect performance of any resulting Contract. | Yes/No |
| Do you have any reasonable grounds to believe that you will not be able to pay your debts when they become due and payable in the foreseeable future? | Yes/No |

The operating entity is:

(Please ~~strikethrough~~ non-applicable types.)

Sole Trader
Partnership
Association
Company
Trust
Government.

The operating entity has been in business for:

(Please ~~strikethrough~~ non-applicable periods.)

Less than 12 months
1–2 years
2–4 years
4–6 years
6–8 years
longer than 8 years.

2. **Insurances**

Potential Suppliers should indicate any non-compliances with the insurance provisions of the draft Deed of Standing Offer at Schedule 2 - Attachment 9 Statement of non-compliance with the draft Deed of Standing Offer.

Insert response:

3. **Investigations**

Potential Suppliers should provide details of whether they are aware that they are under investigation, or the subject of court proceedings, in relation to a possible or actual breach of any relevant legislation, and if applicable, provide details of the same.

Insert response:

Attachment 9: Statement of non-compliance with the draft Deed of Standing Offer

Evaluation Criterion 8: Non-compliance with the draft Deed of Standing Offer: The extent to which the Potential Supplier is compliant with the draft Deed of Standing Offer and the assessed level of risk relating to the negotiation of an acceptable Contract.

1. Statement of non-compliance

(a) Potential Suppliers are to identify in Table E – Statement of Non-Compliance below:

- (i) any non-compliance with the draft Deed of Standing Offer;
- (ii) an explanation of the extent, reason and impact of any non-compliance; and
- (iii) any proposed drafting amendments to draft Deed of Standing Offer, including any deletions or new clauses.

Any non-compliances with the draft Deed of Standing Offer are to be listed in the order in which the clauses appear in the draft Deed of Standing Offer.

(b) A Potential Supplier will be deemed to be fully compliant with any clause not listed in Table E – Statement of Non-Compliance.

Table E – Statement of Non-Compliance

| Item No. | Clause Heading | Clause No. | Non-compliance | Reason | Proposed Amendment |
|----------|----------------|------------|----------------|--------|--------------------|
| 1. | | | | | |
| 2. | | | | | |

2. Confidential Information

(a) Potential Suppliers are to include in Table F – Confidential Information below:

- (i) a list of all Contract clauses they consider to be Confidential Information;
- (ii) the specified period of confidentiality (i.e. the duration of the Contract); and
- (iii) the reason for confidentiality.

(c) All four criteria of the 'Confidentiality Test' must be met in order for the Potential Supplier's commercial information to be treated as confidential information. The Commonwealth's policy on the identification of confidential information, including the 'Confidentiality Test' can be found at:

<https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>.

Table F – Confidential Information

| Item No. | Clause Heading | Clause No. | Period of confidentiality | Reason for confidentiality |
|-----------------|-----------------------|-------------------|----------------------------------|-----------------------------------|
| (a) | (b) | (c) | (d) | (e) |
| 1. | | | | |
| 2. | | | | |

Attachment 10: Shadow Economy Policy – Statement of Tax Records

1. Shadow Economy Policy

Potential Suppliers must:

- (a) provide as part of their tender all of the STRs required under column (c) of Table G – Statement of Tax Records, depending on which type of legal entity the Potential Supplier is; and
- (b) obtain and hold all of the STRs required under column (c) of Table G – Statement of Tax Records for a Subcontractor depending on which type of legal entity the Subcontractor is.

Table G – Statement of Tax Records

| Item No. | Legal Entity Type | STRs required |
|-----------|---|---|
| (a) | (b) | (c) |
| 1. | A body corporate or natural person | A satisfactory and valid STR in respect of that body corporate or person. |
| 2. | A partner acting for and on behalf of a partnership | A satisfactory and valid STR: <ol style="list-style-type: none"> (i) on behalf of the partnership; and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of any resultant Contract. |
| 3. | A trustee acting in its capacity as trustee of a trust | A satisfactory and valid STR in respect of the: <ol style="list-style-type: none"> (i) trustee; and (iii) the trust. |
| 4. | A member of a Consolidated Group | A satisfactory and valid STR in respect of: <ol style="list-style-type: none"> (i) the relevant member of the Consolidated Group; and (iv) the head company in the Consolidated Group. |
| 5. | A member of a GST Group | A satisfactory and valid STR in respect of the: <ol style="list-style-type: none"> (i) GST Group member; and (ii) GST Group representative. |

- (c) If a Potential Supplier has requested any of the STRs required under clause 5.7 of the Conditions of Approach to Market but the STR has not been issued by the Australian Taxation Office prior to the Closing Time, the Potential Supplier is to

provide as part of their tender the STR receipt issued by the Australian Taxation Office confirming that the STR was requested prior to the Closing Time.

- (d) If the tender includes an STR receipt, the Potential Supplier must subsequently provide all of the required STRs to the Contact Officer (by the email address specified in the ATM Details) within 4 Business Days after the Closing Time. Potential Suppliers should request a 'read receipt' when providing required STRs by email and follow up with the Contact Officer within 2 Business Days if no 'read receipt' is provided.

SCHEDULE 3

Draft Deed of Standing Offer

The draft Deed of Standing Offer is provided as an attachment to this ATM.

SCHEDULE 4

Glossary

1. Acronyms

In this ATM, unless the contrary intention appears, the following acronyms are used:

| Acronym | Description |
|----------------|--|
| AIP | Australian Industry Participation |
| ATM | Approach to Market |
| ATO | Australian Taxation Office |
| IPP | Indigenous Procurement Policy |
| NATA | National Association of Testing Authorities |
| NRS | National Residue Survey |
| PT | Proficiency Testing |
| PT PCP | Payment Times Procurement Connected Policy |
| PTR Act | means the <i>Payment Times Reporting Act 2020</i> (Cth), as amended from time to time, and includes a reference to any subordinate legislation made under the PTR Act. |
| STR | Statement of Tax Record |
| WGE Act | <i>Workplace Gender Equality Act 2012</i> (Cth) |

2. Definitions

In this ATM, unless the contrary intention appears, the following definitions are used:

| Defined Term | Definition |
|----------------------------------|---|
| ATM Details | means the table in clause 1. |
| AusTender | means the Australian Government procurement information system located at: https://www.tenders.gov.au/ |
| Business Day | means any day that is not a Saturday, Sunday, public holiday in the Australian Capital Territory or a national public holiday, where a 'national public holiday' is a public service holiday throughout Australia promulgated in the Australian Government Gazette. |
| Closing Time | means the closing time set out in Item 6 of the ATM Details. |
| Conditions of Approach to | means clauses 1 to 6 of this ATM. |

| Defined Term | Definition |
|--|--|
| Market | |
| Contact Officer | means the person occupying this role set out in Item 3 of the ATM Details. |
| Contract | means an enforceable contract that is created when an Official Order is issued under the Deed of Standing Offer, and includes any Attachments. |
| Customer | means the Commonwealth of Australia as represented by the Department of Agriculture, Fisheries and Forestry ABN 34 190 894 983. |
| Deadline for Submission of Potential Suppliers' Questions | means the time set out in Item 5 of the ATM Details. |
| Deed of Standing Offer | means the document attached at Schedule 3 - Draft Deed of Standing Offer to this ATM being the proposed Deed of Standing Offer to be entered into between the Customer and the successful Potential Supplier. |
| Guidelines for Contract Laboratories | the Guidelines for Contract Laboratories, Issue No: 12T.4, 24 April 2023, as amended from time to time. |
| Illegal Workers | An illegal worker is a person who: <ul style="list-style-type: none"> (a) has unlawfully entered and remains in Australia; (b) has lawfully entered Australia, but remains in Australia after their visa has expired; or (c) is working in breach of their visa conditions. |
| Indigenous Enterprise | means an organisation that is 50 percent or more Indigenous owned that is operating a business. Supply Nation maintains a list of enterprises that meet the definition of 'Indigenous Enterprises' www.supplynation.org.au |
| Indigenous Procurement Policy | means the Indigenous Procurement Policy of the Commonwealth, as amended from time to time (https://www.niaa.gov.au/sites/default/files/publications/indigenous-procurement-policy.pdf) |
| Insolvency Event | has the meaning set out in the draft Deed of Standing Offer. |
| Potential Supplier | means a person or entity that submits or intends to submit a tender in response to this ATM. |
| Potential Supplier's Deed | means a deed which is substantially in the form set out in Attachment 2 to the Tender Response Form. |
| Proficiency Tests | the Proficiency Tests Handbook 20th Edition, issue 2, April 2023, as |

| Defined Term | Definition |
|----------------------------------|---|
| Handbook | amended from time to time. |
| Services | means the Services required by the Customer which are more fully described in the Statement of Requirements and the draft Deed of Standing Offer. |
| Statement of Requirements | means the document set out at Schedule 1- Statement of Requirements. |
| Supplier | means the supplier of the services for the Contract. |
| Tender Offer Period | means the period of time set out in Item 8 of the ATM Details. |
| Tender Response Form | means the tender response form set out in Schedule 2 - Tender Response Form. |

SCHEDULE 5

Guidance on Statement of Tax Records (STR)

1. Obtaining a Valid and Satisfactory STR, and other key requirements of the Shadow Economy Procurement Connected Policy

- 1.1 Failure to fully satisfy the Shadow Economy Policy STR tender submission requirements including instructions received with an issued STR **must** result in the exclusion of your tender from the ATM process.
- 1.2 Read this guide thoroughly - it is prepared to provide support by summarising key policy and instruction requirements associated with the Shadow Economy Procurement Connected Policy as well as facilitate a time efficient process for obtaining and submitting all STR Statements required for your organisation, ensuring your tender can progress to evaluation.
- 1.3 This guide does not replace official instruction or guidance from the Australian Taxation Office or from The Treasury.
- 1.4 In the event of conflicting guidance or inconsistency with this ATM and any guidance or communication from the Australian Taxation Office (**ATO**) or Treasury, please contact Tenders@aff.gov.au

2. What is a Statement of Tax Record (STR)? How long is it valid?

- 2.1 A STR is an official document issued by the ATO that advises whether an applicant has a Satisfactory tax record and therefore if they have complied with their Australian Tax obligations.
- 2.2 An STR submitted with a tender must be valid at the ATM Closing Time.
- 2.3 An STR is valid for:
 - (a) 12 months from the time of issue – if you have an Australian tax record of four or more years.
 - (b) 6 months from the time of issue – if you have an Australian tax record of less than four years.

PO BOX 920 ALBURY NSW 2640

Mr John Smith
45 FRANCIS STREET
NORTHBRIDGE WA 6003

 Australian Government
Australian Taxation Office

Our Reference: 1234567890123
ABN: 00 111 222 333
Date of issue: 20 June 2019
Date of expiry: 20 June 2020

Statement of Tax Record

Statement confirming the applicant has met the criteria of having a satisfactory criteria.

This Statement of Tax Record is issued to JOHN SMITH to confirm that this entity has met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Commonwealth Procurement Connected Policy - Black Economy - Increasing the Integrity of Government Procurement.

3. This ATM: Statement of Tax Record tender submission requirements

- 3.1 Please ensure you read detail of this requirement within this guide and review additional related conditions for participation requirements that may apply to you regarding the use of subcontractors
- 3.2 Potential Suppliers must submit with their Tender either:
- (a) All of the Valid and Satisfactory Statement of Tax Record (**STR**)s for the Potential Supplier; or
 - (b) receipt(s) demonstrating that all required STRs have been requested from the ATO for the Potential Supplier and the Potential Supplier must provide all of the required Valid and Satisfactory STRs **within 4 business days** from the Closing Time of the ATM.
- 3.3 STRs that are forwarded within 4 business days after the Closing Time, following inclusion of an application receipt with the tender by Closing Time, must be **emailed** as directed in the ATM.
- 3.4 Where difficulties arise with the transmission of the document, Potential Suppliers should email tenders@aff.gov.au.
- 3.5 The ABN on one of the STRs submitted (if more than one is required, refer steps below) **must** match the entity submitting the tender.

4. Where/How do I obtain a Statement of Tax Record?

- 4.1 An STR is available on request from the ATO and will be provided within four business days from application.
- 4.2 The main avenues for application, are:
- (a) For business – ATO Business Portal
 - (b) For sole traders – myGov account linked to the ATO

Further details, including information on alternative methods of submission, can be found at

4.3 Step 1: Determine if more than one STR is required

- (a) Depending on your organisation structure you may need more than one STR to meet the minimum submission requirements of the tender.
- (b) Table H below provides information about the STRs typically required for each organisational structure.
- (c) To ensure you have supplied all required STRs in your tender, you should:
 - (i) Review the table below for guidance; and
 - (ii) Comply with any additional requirements stated by the ATO on an STR issued to you, which will be apply specifically to your organisation.
- (d) You can lodge your initial application for your organisation and the STR issued within 4 days will advise if further STRs are required, or;

- (e) You can save time within the tender deadline by applying for all likely required STRs simultaneously based on Table H.

Table H – Required STR by organisational structure

| IF THE POTENTIAL SUPPLIER: | PARTIES THAT MUST SUBMIT A VALID AND SATISFACTORY STR |
|---|--|
| a. is a body corporate or natural person | that body corporate or person. |
| b. is a partner acting for and on behalf of a partnership | <ul style="list-style-type: none"> i. on behalf of the partnership; and ii. by each partner who will be directly involved in the delivery of the contract. |
| c. is a trustee acting in its capacity as trustee of a trust | <ul style="list-style-type: none"> i. trustee/s; and ii. the trust. |
| d. is a joint venture participant (if applicable to this ATM) | <ul style="list-style-type: none"> i. each party to the joint venture; and ii. if the operator of the joint venture is not a participant in the joint venture, the joint venture operator. |
| e. is a member of a Consolidated Group, or a multiple entry consolidated (MEC) group; | <ul style="list-style-type: none"> i. the tendering member of the Group; and ii. the head company in the Group. |
| f. is a member of a GST Group | <ul style="list-style-type: none"> i. the GST Group member; and ii. the GST Group representative. |

4.4 Step 2 Review the requirements to obtain a Valid and Satisfactory STR

- (a) Criteria

A Valid and Satisfactory Statement of Tax Record will be issued if the 3 criteria below are met unless Section 6c of the Shadow Economy Procurement Connected Policy (New business or Foreign entity) applies –(see 4.4(b) below).

If you are confident the criteria listed below are met, or not sure, then begin the application as soon as possible.

An STR issued within 4 business days will then confirm whether your organisation does or does not meet the criteria.

If, however, you know you do not meet any of these criteria, then you have the opportunity and may have enough time to address the tasks necessary to meet the criteria.

(i) Up-to-date registration requirements

The applicant is up-to-date with registration requirements which may include being registered for an Australian Business Number (ABN) and GST, and having a Tax File Number;

(ii) Lodgement of 90% of income tax, FBT returns and BAS statements due in the last 4 years.

The applicant has lodged at least 90 per cent of all income tax returns, Fringe Benefit Tax returns and Business Activity Statements that were due in the last four years or the period of operation if less than four years. Reasonable delays in lodgements due to extensions agreed to by the Australian Taxation Office (ATO) will not affect the receipt of a satisfactory STR; and

(iii) Less than \$10,00 in overdue debt due to the ATO

On the date the STR is issued, the applicant does not have \$10,000 or greater in overdue debt due to the ATO (excluding debt subject to a taxation objection, review, or appeal under the provisions of Part IV C of the *Taxation Administration Act 1953*). If the applicant has entered into a payment plan with the ATO, they will meet this criterion.

(b) Requirements for new businesses and foreign Potential Suppliers

(Shadow Economy Procurement Connected Policy Section 6(c)/ Part 8 –

<https://treasury.gov.au/publication/p2019-t369466>

Directors, partners, trustees or appropriate officers with the relevant authority of applicants that do not have an Australian tax record of at least four years (such as new businesses and foreign Potential Suppliers) will need to provide a statement to the ATO that states on behalf of the relevant Potential Supplier that it:

- (i) is a non-resident with no tax record or a tax record of less than four years in Australia (applicable to foreign entities);
- (ii) will comply and pay all their Australian tax obligations (applicable to Australian and foreign entities);
- (iii) has no tax related convictions in the last four years (applicable to Australian and foreign entities); and
- (iv) is complying with its tax obligations outside of Australia (applicable to foreign Potential Suppliers and new Australian businesses).

Once the ATO receives the statements, the STR will be issued, stating either:

- they do not have a tax record with the ATO but will be accepted as having a satisfactory tax record, or,
- if they have a tax record with the ATO of less than four years, they meet the criteria of having a satisfactory engagement with the Australian tax system but have a record of less than four years.

| Statement of Tax Record | |
|--|--|
| <p>This Statement of Tax Record is issued to _____ to confirm that this entity has an Australian tax record of less than four years and has met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Commonwealth Procurement Connected Policy - Black Economy - Increasing the Integrity of Government Procurement.</p> <p>The entity has made the following statements that it:</p> <ul style="list-style-type: none"> • is a resident, with less than four years tax record in Australia, • will comply with and pay all of its Australian tax obligations, • has no tax-related criminal convictions in the last four years, and • is complying with or does not have tax obligations outside of Australia. | |

The STR will also be based on the tax records that are available to the ATO and be valid for six months only.

4.5 **Step 3 Rectify any known non-compliant criteria**

You should contact the ATO for any queries in addressing non-compliant criteria.

5. **Additional requirements of the Shadow Economy Procurement Connected Policy – Potential Supplier obligations regarding subcontractor compliance.**

5.1 Potential Suppliers must also:

- (a) hold copies of satisfactory and valid STRs for any first tier subcontractors that the Potential Supplier will engage to deliver goods or services with an estimated value of over \$4 million including GST as part of the tender if known at the time of submission; and
- (b) ensure, if first tier subcontractors are subsequently engaged in respect of the contract, that the successful supplier or prime contractor holds satisfactory and valid STRs of their first-tier subcontractors where the subcontractors estimated contract value will be over \$4 million including GST.

5.2 First tier subcontractors are subcontractors engaged by the business tendering or in direct contract with the Commonwealth entity.

6. **IMPORTANT TIPS**

6.1 **Criteria** - Consider the criteria early that is required to obtain a satisfactory STR and be prepared and allow time to correct/update any criteria your organisation may not initially satisfy.

6.2 **Apply early** - Apply for an STR as early as possible from the [Australian Taxation Office](#) to allow enough time to address any issues that arise in the process (examples below).

6.3 **An STR issued as Valid and Satisfactory may also require additional STRs to be submitted to meet the minimum tender conditions** - while an STR issued may indicate that your organisation has met the criteria for a Satisfactory Statement of Tax Record, the STR may also state that Potential Suppliers need to obtain further STRs, depending on their organisational structure (e.g. trust, partnership, tax consolidated group) etc. This is clarified within this guidance and ultimately on STRs issued. Below is an example:

Statement of Tax Record

This Statement of Tax Record is issued to , to confirm that this entity has met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Commonwealth Procurement Connected Policy - Black Economy - Increasing the Integrity of Government Procurement.

For further information on how the criteria is applied to determine the outcome of a Statement of Tax Record see ato.gov.au/STR

Consolidated group

As this entity is part of a consolidated group for Income Tax and/or Goods and Services Tax for Taxation purposes, the Income Tax Group Head and/or GST Group Representative will also need to provide their own Statement of Tax Record to satisfy the Procurement Connected Policy.

- 6.4 **Ensure a received STR is 'Satisfactory'** - Potential Suppliers should ensure that an STR issued is actually a Satisfactory Statement of Tax Record and that the STR does not state that your organisation has not met the criteria for a Satisfactory Statement of Tax Record.

Statement of Tax Record

This Statement of Tax Record is issued to , to confirm that this entity has not met the criteria of having a satisfactory engagement with the Australian tax system, as detailed in the Commonwealth Procurement Connected Policy - Black Economy - Increasing the Integrity of Government Procurement.

- 6.5 **Ensure you submit the official STR and not supporting statements issued with the STR** - You will receive a report with your STR titled: "For your information: Statement of Tax Record – Taxpayer Report".

This report is for your information only and cannot be accepted as an STR submitted for the ATM.

The following is an extract of this Taxpayer report:

For your information Statement of Tax Record – Taxpayer Report

Entity name:

This Taxpayer Report is provided for your own reference, and there is no requirement to submit this as part of Commonwealth procurement processes. This report details how has met or not met the criteria in relation to the Statement of Tax Record, as detailed in Commonwealth Procurement Connected Policy – Black Economy - Increasing the Integrity of Government Procurement.

The results of this report are based on information currently held on ATO systems and may include information supplied by you under Australia's self-assessment regime. If you believe the information on this report is incorrect or you require assistance in taking corrective action, refer to the next page for further information.

Registrations

| Registration type | Registration status |
|----------------------------|---------------------|
| Australian Business Number | Active |
| Goods & Services Tax | Active |
| Tax File Number | Active |

This report should detail the elements of the Procurement Connected Policy criteria you met or did not meet, or both, however the STR should be referred to for official confirmation of having a Valid and Satisfactory Statement of Tax Record.

- 6.6 Any other Financial Statements/Reports do not satisfy the STR requirement.

- 6.7 A satisfactory STR is based on limited criteria designed to measure compliance with the Shadow Economy Procurement Connected Policy. It is not evidence of financial viability.
7. **Be aware in the case of circumstances only allowing for a receipt for STR application to be provided by the ATM closing time that:**
- 7.1 You may not have enough time to address any issues or additional requirements on the STR issued (i.e. if it is not yet Satisfactory) in the following days to fully comply with the policy.
- 7.2 You should provide the official receipt sent by email; an on-screen receipt may not always provide adequate information to meet the policy requirements in this regard.



8. **The following Definitions apply to the Shadow Economy Procurement Connected Policy:**

| | |
|--------------------------------------|--|
| Satisfactory | Means meets the conditions set out in Part 6.b of the Shadow Economy Procurement Connected Policy or, if the circumstances in Part 6.c of Policy apply, the conditions set out in Part 8.b of the Policy. |
| Statement of Tax Record (STR) | Means a statement of tax record issued by the Australian Taxation Office (ATO) following an application made in accordance with the process set out at: https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR |
| Valid | Means valid in accordance with Part 7.e of the Shadow Economy Procurement Connected Policy. |

9. **Why is my tender excluded from consideration if I do not fully comply with this requirement?**

- 9.1 The Shadow Economy Procurement Connected Policy applies to this ATM.
- 9.2 This policy requires that, for applicable ATM processes, Commonwealth entities **MUST** ensure that only Potential Suppliers who submit a Valid and Satisfactory Statement of Tax Record from the Australian Taxation Office within the policy stated timeframes are progressed to be evaluated to provide goods or services under the ATM process.

- 9.3 The aim of this policy is to reduce black economy behaviour by businesses involved in Government procurement contracts and so increase the integrity of Commonwealth Government procurement.
- 9.4 This is done through ensuring businesses that provide goods and services to the Government participate with the Australian tax system by providing a satisfactory Statement of Tax Record (STR).
- 9.5 The supply chain is becoming more complex and competitive, and its integrity can easily be undermined by illegal supplier practices that are often unknown to the purchaser and creates an unfair advantage.
- 9.6 The Shadow Economy Procurement Connected Policy is available at <https://treasury.gov.au/publication/p2019-t369466>.

10. Related Links

ATO STR information and application instructions:

https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR (reference above)

Shadow Economy Procurement Connected Policy: www.treasury.gov.au/publication/p2019-t369466 (referenced above)

Additional Links: Shadow Economy Procurement Connected Policy FAQ for Potential Suppliers: <https://treasury.gov.au/review/black-economy-procurement-connected-policy/faq-applicants>