



**Australian Government**

**Grains Research and Development Corporation**

# **REQUEST FOR TENDER (RFT)**

## **For the provision of**

### **MANAGEMENT OF WHEAT VARIETY CLASSIFICATION OPERATIONS**

**RFT NO: 290808**



Issued by:

Grains Research and Development Corporation  
Level 1, 40 Blackall Street, BARTON ACT 2600

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## Table of contents

|  |           |
|--|-----------|
| <b>SECTION A: INTRODUCTION.....</b>                          | <b>3</b>  |
| 1 Overview .....   | 3         |
| <b>SECTION B: STATEMENT OF REQUIREMENTS.....</b>             | <b>5</b>  |
| 2 Overview of the GRDC’s Requirements .....                  | 5         |
| 3 Conditions of Participation.....                           | 5         |
| 4 Tender Execution .....                                     | 5         |
| 5 The Services .....   | 5         |
| 6 Term of Engagement.....                                    | 5         |
| 7 Executive Summary .....                                    | 6         |
| 8 Implementation Plan.....                                   | 6         |
| 9 Intellectual Property, Data and Information.....           | 7         |
| 10 Fees .....  | 7         |
| 11 Tenderer Information.....                                 | 7         |
| 12 Conflict of Interest .....                                | 8         |
| 13 Organisational and Management Capability and Capacity ... | 8         |
| 14 Past Performance and Approach.....                        | 9         |
| <b>SECTION C: TERMS AND CONDITIONS OF TENDERING.....</b>     | <b>10</b> |
| 15 Preparation and Lodgement of Tenders .....                | 10        |
| 16 Additional Conditions of Tendering .....                  | 11        |
| <b>SECTION D EVALUATION METHODOLOGY .....</b>                | <b>21</b> |
| 17 Evaluation of Tenders .....                               | 21        |
| <b>ANNEXURE A – SERVICES.....</b>                            | <b>24</b> |
| 18 Description .....   | 24        |
| <b>ANNEXURE B - TENDER DETAILS .....</b>                     | <b>28</b> |
| 19 Closing date and time:.....                               | 28        |
| 20 Contact Officer: .....                                    | 28        |
| Nicole Haueis .....  | 28        |
| 21 Proposed Timetable .....                                  | 28        |
| <b>ANNEXURE C – DRAFT SERVICES AGREEMENT .....</b>           | <b>29</b> |

## **SECTION A: INTRODUCTION**

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### **1 Overview**

#### **1.1 Introduction**

- 1.1.1 Grains Research and Development Corporation (GRDC) is a statutory corporation, established in 1990 under the Primary Industries and Energy Research and Development Act 1989 (PIERD Act). It is subject to accountability and reporting obligations set out in the Commonwealth Authorities and Companies Act 1997 (CAC Act). It is responsible for planning, investing and overseeing research and development, delivering improvements in production, sustainability and profitability across the Australian grains industry.
- 1.1.2 The GRDC's research portfolio covers 25 leviable crops spanning temperate and tropical cereals, oilseeds and pulses, worth over \$7 billion a year in farm production alone. Funding is provided by a levy on grain growers. The levy rate is determined each year in consultation with the grains industry peak body, the Grains Council of Australia (GCA). The Australian Government matches this funding, up to an agreed ceiling.
- 1.1.3 The GRDC wishes to engage a suitably qualified and experienced person or persons, firm or firms, to provide the service requirements as set out in Annexure A (Services).
- 1.1.4 A detailed description of the GRDC's requirements for lodgement of a tender is set out in the Statement of Requirements at Section B of this Response For Tender (RFT).
- 1.1.5 Full details of the terms and conditions of tendering are set out at Section C and the evaluation methodology is set out at Section D of this RFT.
- 1.1.6 Selected persons and companies are invited to submit tenders for the services (Tenders) in accordance with this RFT.

#### **1.2 The RFT Process**

- 1.2.1 The RFT is intended by the GRDC to be undertaken by means of a two stage process. Tenders submitted in response to the RFT, will be evaluated in accordance with the RFT to determine which Tenderer, if any, will be approached to undertake the Services. Selected Tenderer/s may then be asked to make a presentation to GRDC.
- 1.2.2 Assuming that appropriate applications are received, the GRDC intends to enter into a written contract (Service Contract) with a single entity Tenderer for the performance of the Services.
- 1.2.3 The draft Service Contract is included at Annexure C to this RFT.

#### **1.3 Point of Contact**

- 1.3.1 The point of contact for all matters concerning this RFT is listed in Annexure B (Contact Officer).

- 1.3.2 All enquiries for information beyond that contained in the RFT must be formally lodged in writing by email and addressed to the Contact Officer at the address in Annexure B.
  - 1.3.3 Any queries, comments or questions must be lodged with the Contact Officer no later than one (1) week before the Closing Time for Receipt of Tenders in Annexure B.
  - 1.3.4 The GRDC will log any queries, comments or questions from potential tenderers, with responses to be published on the GRDC's website ([www.grdc.com.au](http://www.grdc.com.au)).
- 1.4 Proposed Timetable
- 1.4.1 The GRDC anticipates using the timetable in Annexure B for this RFT, but reserves the right to change it.

## **SECTION B: STATEMENT OF REQUIREMENTS**

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### **2 Overview of the GRDC's Requirements**

- 2.1 The GRDC wishes to engage a suitably qualified and experienced person or company to conduct Management of Wheat Variety Operational Activities and associated services as set out in Annexure A.

### **3 Conditions of Participation**

- 3.1 Failure to address any or one of the GRDC's requirements as set out Sections B, C and D and Annexure A may result in the Tender response not being further considered.

### **4 Tender Execution**

- 4.1 Each Tenderer is to:
- 4.1.1 Provide full address and contact details with its Tender response.
  - 4.1.2 Execute its Tender in a manner that is consistent with the relevant law and practice for the Tenderer's type of entity.

### **5 The Services**

- 5.1 This RFT is for an offer to perform the Services described in Annexure A.
- 5.2 Each Tenderer must formally address in its Tender response each service requirement set out in Annexure A and provide sufficient information for the GRDC to be able to evaluate the level of compliance of the Tender response with the RFT.
- 5.3 The successful Tenderer will be required to undertake the Services described in Annexure A.

### **6 Term of Engagement**

- 6.1 The GRDC expects that the successful Tenderer will be engaged to undertake the Services over a two year period in accordance with the provisions of the draft Service Contract attached at Annexure C. The possibility of an extension to the contract should also be considered by the Tenderer.
- 6.2 Each Tenderer is to confirm in its Tender response its compliance with the terms and conditions of the draft Service Contract (Annexure C). Any requests for amendment to the draft Service Contract must be set out in a table showing:
- 6.2.1 Text of requested change and relevant clause.
  - 6.2.2 Any projected budgetary amendments.
  - 6.2.3 Reason for requested change.

## **7 Executive Summary**

- 7.1 Each Tenderer must provide a brief summary (of no more than four pages) of its Tender response including an overview of its approach, and the key skills and core competencies it would apply to the task if selected as the successful Tenderer.
- 7.2 Tenderers should note that the Executive Summary may be used for high-level briefing of key staff (for example, the GRDC Executive) and should not contain any information that the Tenderer would not wish to have made available in the public domain. This is not to imply that the officials or bodies mentioned above are in the public domain or are separate from the GRDC and/or that the GRDC hereby expresses or implies any duty of confidentiality to any Tenderer.

## **8 Implementation Plan**

- 8.1 Each Tenderer must provide in its Tender response a draft Implementation Plan that outlines the resources that will be applied to Management of Wheat Variety Classification Operations.
- 8.2 The Implementation Plan must include, but not necessarily be limited to, an overview of:
  - 8.2.1 Details of the team proposed by the Tenderer, staff and sub contractors, including the name of each person who will be involved in undertaking the Services, their relevant experience and their expected roles and responsibilities.
  - 8.2.2 How the Tenderer proposes to ensure continuity of the team delivering the Services over the course of the project.
  - 8.2.3 How the Tenderer will ensure continuity and consistency with previous wheat classification operational activities.
  - 8.2.4 Details of capacity and approach to continuation of the project beyond this service period if required.
  - 8.2.5 Details of how the Tenderer will ensure appropriate levels of communication and interaction with key industry stakeholders.
  - 8.2.6 Details of how the Tenderer will access, secure and manage market information in its function as a data clearing house should GRDC request the Tenderer to take on this role.
  - 8.2.7 The expected extent of GRDC involvement in the management of the Services.
  - 8.2.8 The proposed processes and procedures for day to day provision of the Services. These are to be consistent with the current Wheat Classification Guidelines (Appendix 2 to the draft Services Agreement at Annexure C) although consideration should be given to any proposed changes of those Guidelines required to ensure smooth but consistent operation of the activities.

8.3 A final version of the Implementation Plan will be included in the Service Contract.

## **9 Intellectual Property, Data and Information**

9.1 GRDC will retain ownership of all Intellectual Property Rights in any material that GRDC provides to the Tenderer to enable the Tenderer to perform the Services.

9.2 GRDC will own all Intellectual Property Rights and data and information created by the Tenderer in carrying out the Services.

9.3 The Tenderer will have no right to use any Intellectual Property Rights, data or information that it creates in carrying out the Services, after the Service Contract ends.

9.4 Each Tenderer in its response must provide details of processes in place to manage Intellectual Property Rights, confidential data and information of third parties to ensure that their rights and the rights of GRDC in respect of the Services are protected.

## **10 Fees**

10.1 Each Tenderer must include in its Tender separate fees for each of the items shown in paragraph 18 of Annexure A - Services together with a total estimated price for the Tenderer to perform the Services (Fees).

10.2 Each Tenderer must provide sufficient information for the GRDC to determine whether the proposed pricing structure is reasonable in the context of the GRDC's assessment of value for money. The price differential for any alternative solutions must be provided.

10.3 Each Tenderer must also include in its Tender a detailed itemised costing for each financial year setting out how the total Fees have been derived. Fees must be inclusive of:

10.3.1 GST, and must specify the total amount of GST included in the Fees.

10.3.2 All costs, expenses and disbursements incurred by the Tenderer in carrying out the Services referred to in the RFT.

## **11 Tenderer Information**

11.1 Each Tenderer must provide the following information in its Tender response:

11.1.1 Details of the organisation which will be entering into the Service Contract in sufficient detail to enable an assessment to be made of the capacity of the Tenderer to undertake the expected services, including:

- (a) Structure of organisation (management and board)
- (b) Membership or ownership of organisation
- (c) Decision making processes and constraints
- (d) Corporate governance measures and internal process management
- (e) Current organisational objectives and any proposed review of these
- (f) Linkages of the Tenderer with commercial entities in the grains industry
- (g) statement of assets, liabilities and capacity to borrow
- (h) Capital reserves

- (i) Infrastructure (offices etc) and business support systems (IT, accounting etc) available
  - (j) Difficulties, if any, in contracting third parties
- 11.1.2 The ABN (and ACN as applicable), of the Tenderer (see also clause 13.3.1).
- 11.1.3 Details of the risk identification, management and mitigation procedures the Tenderer has in place.
- 11.1.4 Risk analysis associated with providing the Services
- 11.1.5 Confirmation that the Tenderer has adequate insurance in an amount per claim sufficient for its service delivery obligations. Tenderers must attach copies of relevant insurance certificates to their Tender response. As a guide to Tenderers, the level of insurance cover required, at a minimum should include:
- (a) public liability insurance in the amount of \$10 million for any one (1) claim.
  - (b) workers' compensation insurance as required by law in any relevant place where the Services are to be performed.
  - (c) professional indemnity insurance in the amount of \$5 million for any one (1) claim.

*Note: The insurance amounts outlined above are not and must not be considered by Tenderers as being a cap on their liability.*

## **12 Conflict of Interest**

- 12.1 Each Tenderer must
- 12.1.1 Describe in its Tender response its procedures for dealing with any known or potential conflicts of interest that may arise in the performance of the Service Contract.
  - 12.1.2 Include details of any known circumstances that may give rise to either an actual conflict or perception of conflict of interest with its obligations to the GRDC and its stakeholders if the Tenderer is selected to undertake the Service Contract.
  - 12.1.3 Detail the proposed method for managing each issue (if applicable).

## **13 Organisational and Management Capability and Capacity**

- 13.1 Each Tenderer must describe in its Tender response the procedures it will adopt to ensure satisfactory management of the Service Contract.
- 13.2 Each Tender response must include a description of its organisational structure/account management arrangements including:
- 13.2.1 Name, position, address, telephone, facsimile number and email of the person who will have authority to negotiate with the GRDC on behalf of the Tenderer to finalise the Service Contract.

- 13.2.2 Name, position, address, telephone, facsimile number and email of the person who will be the Tenderer's contract manager under the Service Contract.
- 13.2.3 The Tenderer's policies and procedures for ensuring quality and timely provision of the Services.
- 13.3 Each Tenderer must also provide details of the subcontractors it proposes to use under the Service Contract, including (for each proposed subcontractor) the:
  - 13.3.1 Name and ABN (and ACN as applicable) of the company.
  - 13.3.2 Nature of the services to be performed and/or products to be supplied.
  - 13.3.3 Estimated monetary value of the subcontract.

## **14 Past Performance and Approach**

- 14.1 Each Tenderer must provide details of no greater than three (3) activities that it has successfully conducted with key stakeholders in this project. This should include -
  - 14.1.1 Nature of activity or business dealing
  - 14.1.2 Organisation/s or parties involved
  - 14.1.3 Referee's name and contact details
  - 14.1.4 Brief description of the nature of the Service contract, including services provided, number of personnel involved, skills that were required, lessons learnt and how these experiences will be applied to the services to be provided to GRDC.
- 14.2 Each Tenderer must provide details of past performance and track record in dealing with GRDC.

## **SECTION C: TERMS AND CONDITIONS OF TENDERING**

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### **15 Preparation and Lodgement of Tenders**

#### **15.1 Required Copies and Closing Time**

15.1.1 Each Tenderer must lodge both hard and soft copies of their Tender by no later than the Closing Time stated in Annexure B:

- (i) one (1) complete signed unbound hardcopy of its Tender response marked 'Original' initialled on every page; and
- (ii) one (1) complete signed electronic copy of its Tender either on a CD Rom in PDF or Word format attached to the completed signed 'Original' hardcopy; or by email in PDF or Word format, to tenders@grdc.com.au.

15.1.2 Due to problems encountered with verification of origin and guarantee of receipt, GRDC can not guarantee receipt of any Tender responses lodged by email.

15.1.3 Each Tenderer is responsible for ensuring that its Tender response is delivered to the GRDC tender box and/or tenders@grdc.com.au before the Closing Time as stated in Annexure B.

#### **15.2 Delivery of hard copy Tenders**

15.2.1 Tender responses must be lodged in the tender box at the offices of:

Grains Research and Development Corporation

Tourism House

Level 1, 40 Blackall Street

Barton ACT 2600

15.2.2 Tender responses must be delivered double enveloped or wrapped addressed according to clause 15.2.1 above with the inner most envelope marked: as follows:

"Confidential"

Tender Response

Tender No. 290808

Request for Tender - GRDC Management of Wheat Variety Classification Operations

15.2.3 Tender responses may be deposited by hand in the GRDC's tender box or sent as a postal article for placement in the tender box. If sent as a postal article for placement in the tender box the Tender response must be double enveloped with the innermost envelope clearly marked as outlined in 15.2.2.

- 15.2.4 Subject to clause 15.5, Tender responses lodged after the Closing Time will be deemed to be late and will not be admitted for consideration.
- 15.2.5 The GRDC will only admit a late Tender response to evaluation where it was received late solely due to mishandling by the GRDC.
- 15.2.6 The representative of the tenderer who approves the Tender (by signature) must have the authority to bind the company/organisation.
- 15.3 Alterations, erasures, additional information or illegibility
  - 15.3.1 Before lodgement of the Tender response, the Tenderer must initial any alterations or erasures made to the Tender response.
  - 15.3.2 If the tenderer becomes aware of any discrepancy, error or omission in the Tender response after lodgement and wishes to lodge a correction or additional information, that material must be in writing and lodged in accordance with the above provisions and prior to the Tender Closing Time.
  - 15.3.3 Any Tenders in which prices are not clearly and legibly stated may be excluded from consideration.
- 15.4 Unintentional Errors of Form
  - 15.4.1 If the GRDC considers that there are unintentional errors of form in a Tender response, the GRDC may request the Tenderer to correct or clarify the error, but will not permit any material alteration or addition to the Tender response.
- 15.5 Late Tenders
  - 15.5.1 Tender responses lodged after the Closing Time will be deemed to be late.
  - 15.5.2 Tender responses will also be deemed late if any part of the Tender response is lodged after the Closing Time as stated in Annexure B.
  - 15.5.3 Late Tender responses will be opened and registered separately and will not be admitted to the evaluation process.
- 15.6 Language, Measurement and Currency
  - 15.6.1 Tender responses, including all attachments and supporting material, must be written in English.
  - 15.6.2 Measurements must be expressed in Australian legal units of measurement and currency in Australian dollars.

## **16 Additional Conditions of Tendering**

- 16.1 Interpretation and Inconsistency
  - 16.1.1 Words and phrases used in the RFT will have the meanings provided in the draft Service Contract, unless the context provides otherwise.
  - 16.1.2 If there is any inconsistency between any part of the RFT, then the higher listed part will prevail to the extent of the inconsistency:
    - (a) Section C
    - (b) Section B

- (c) Section D
  - (d) Section A
  - (e) Annexure C
  - (f) Annexure A
  - (g) Annexure B.
- 16.2 Tenderer To Be Fully Informed
- 16.2.1 Each Tenderer must ensure that it has examined all material contained or referred to in the RFT before submitting a Tender response.
  - 16.2.2 If a Tenderer has any doubt as to the meaning of any portion of the RFT, the Tenderer must either:
    - (a) Seek written clarification from the GRDC by submitting inquiries in writing to the Contact Officer (as specified in Annexure B) no later than one (1) week before the Closing Time for Receipt of Tenders in Annexure B; or
    - (b) When submitting a Tender response, include a statement of the interpretation upon which the Tender response is based.
  - 16.2.3 Oral explanations or instructions given by the GRDC, or any explanations or instructions given by a person other than the Contact Officer, to a Tenderer in relation to the RFT will not bind the GRDC.
- 16.3 Tenderer Acknowledgment
- 16.3.1 Each Tenderer submits its Tender response on the basis that it acknowledges and agrees that:
    - (a) The GRDC may exercise its rights set out in the RFT in respect of the RFT process.
    - (b) It has examined the RFT and all documents referred to in the RFT and any other information made available in writing by the GRDC in writing for the purposes of submitting a Tender response.
    - (c) It has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and circumstances having effect on its Tender response.
    - (d) In lodging its Tender response, the Tenderer has not relied on any express or implied statement, warranty or representation, other than any statement, warranty or representation contained in the RFT, which it has not received in writing from the Contact Officer specified in Annexure B.
    - (e) It did not use the improper assistance of any GRDC Board Member, GRDC Panel member, GRDC Consultant, GRDC employee or ex-employee, or information unlawfully obtained from the GRDC in compiling its Tender response.
    - (f) It satisfied itself as to the correctness and sufficiency of its Tender response including its tendered price.
    - (g) It does and will comply with all conditions set out in the RFT.

- 16.4 No Contract or Undertaking
- 16.4.1 Nothing in this RFT is to be construed to create any binding contract (express or implied) between the GRDC and any Tenderer.
- 16.4.2 The GRDC is not liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi-contractual or restitutionary grounds whatsoever or in negligence, as a consequence of any matter or thing relating or incidental to a Tenderer's participation in the RFT process, including without limitation, instances where:
- (a) A Tenderer is not engaged under a contract or is engaged under a contract different to the draft Service Contract.
  - (b) The GRDC varies or terminates all or any part of the RFT process or any negotiations with a Tenderer.
  - (c) The GRDC seeks or accepts further information from, or conducts negotiations with, a Tenderer or any other party.
  - (d) The GRDC decides not to acquire any or all of the Services.
  - (e) The GRDC exercises or fails to exercise any of its other rights under or in relation to this RFT.
- 16.4.3 Any acceptance of a preferred Tender response by the GRDC is subject to the execution of a written Service Contract in a form acceptable to the GRDC.
- 16.4.4 Until execution of the written Service Contract, the GRDC may negotiate with all or any Tenderers (or any other party) and the Tenderers or other parties must keep those communications confidential.
- 16.5 Requests from Tenderers on the Status of the Evaluation Process
- 16.5.1 The GRDC may, at its option, decline to accept or respond to any Tenderer's requests for information on the status and progress of the evaluation process.
- 16.5.2 All Tenderers will be informed in writing of the outcome of the evaluation process at its conclusion.
- 16.6 Requests from GRDC for Clarifying Information
- 16.6.1 A Tenderer may be asked by the GRDC for clarification of any information provided in its Tender response.
- 16.6.2 Any meetings with the GRDC or Tenderer briefings will be by appointment only. The number and duration of such contacts will be at the discretion of the GRDC.
- 16.6.3 Where it is necessary for the GRDC to direct specific queries to a Tenderer during the evaluation process, the Tenderer must respond in writing within three (3) business days, unless mutually agreed otherwise.
- 16.6.4 The evaluation process will not be delayed by late responses. Where answers to specific queries are not provided within the time limit specified in clause 16.6.3, evaluation will be based on the information originally provided in the Tender response.

- 16.7 Unconditional Tenders
  - 16.7.1 Each Tenderer is required to make an unconditional offer and to obtain any necessary Government or other approvals, consents or authorisations to enable it to enter into the Service Contract on an unconditional basis. Before any Tender response is accepted, the Tenderer may be required to confirm that its Tender response is unconditional, and that it is able to enter into the Service Contract on an unconditional basis.
- 16.8 Non-compliant Tender responses
  - 16.8.1 The GRDC may in its absolute discretion accept or reject any Tender response which does not comply with the requirements of the RFT.
- 16.9 Part Tender responses
  - 16.9.1 Tender responses for only part of the services required under the RFT may be considered, at the GRDC's discretion.
- 16.10 Tender Response Validity Period
  - 16.10.1 Each Tender response remains valid for acceptance by the GRDC for a period of at least nine (9) months after the Closing Time.
- 16.11 Collusive Tendering
  - 16.11.1 Tenderers and their respective officers, employees, agents and advisers must not engage in any collusive tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgement of Tender responses.
  - 16.11.2 In addition to any other remedies available under any law or any contract, the GRDC reserves the right, in its absolute discretion, to reject any Tender response lodged by a Tenderer that engaged in any collusive tendering, anti-competitive conduct, or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgement of Tender responses.
- 16.12 Tenderer Conduct
  - 16.12.1 If the GRDC has reasonable grounds to believe that a Tenderer has made false or misleading claims or statements, or has obtained confidential information or received improper assistance contrary to this RFT, the GRDC may reject at any time, any Tender response lodged by or on behalf of the Tenderer.
  - 16.12.2 Tenderers must not solicit information in relation to this RFT, or the preparation of a Tender response to this RFT, from employees of the GRDC (other than the Contact Officer nominated in Annexure B) or AWB International or from recent ex-employees of the GRDC and/or contractors or recent ex-contractors of the GRDC.
  - 16.12.3 Tenderers and their respective officers, employees, agents and advisers must not have violated and must not violate any applicable laws or Australian government policies regarding the offering of inducements in connection with the preparation of their Tender response.
  - 16.12.4 Tenders that, in the opinion of the GRDC, have been prepared with the improper assistance of employees of the GRDC, recent ex-employees of the

GRDC and/or contractors or recent ex-contractors of the GRDC, or with the utilisation of information unlawfully obtained from the GRDC, may be excluded from further consideration.

16.13 Probity

16.13.1 The GRDC reserves the right to perform such probity or other checking as determined necessary by the GRDC in its absolute discretion in relation to the Tenderer, its related entities and any consortium members and the Tenderer agrees to assist the GRDC as reasonably necessary in making such enquiries.

16.14 Tenderers To Meet Own Costs

16.14.1 Tenderers are responsible at their own risk, cost and expense for their participation in any stage of the RFT process, including (without limitation):

- (a) Making all arrangements and obtaining and considering all information relating to the preparation, delivery and lodgement of their Tender response.
- (b) Answering any queries and providing any further information sought by the GRDC.
- (c) Dealing with any issues, including disputes, that may arise out of the RFT process.
- (d) Engaging in any further process or discussions with the GRDC that may result from the RFT.
- (e) Taking any action in connection with the RFT (including attending meetings), including where that action is requested by the GRDC or its agents.

16.15 Return Of Documents

16.15.1 The GRDC reserves the right, at any time and in its sole discretion, to require Tenderers to return to the GRDC all documents (including copies) provided to a Tenderer by the GRDC.

16.16 Conflict Of Interest

16.16.1 Tenderers must immediately notify the GRDC if any actual or potential conflict of interest arises during the RFT process, between the interests of the GRDC on the one hand and any other interests. Upon such notification, the GRDC may, in its absolute discretion:

- (a) Enter into discussions to seek to resolve such conflict of interest.
- (b) Disregard the Tender response submitted by that Tenderer.
- (c) Take any other action which it considers to be appropriate.

16.17 Addenda

16.17.1 The GRDC may at its absolute discretion issue addenda to the RFT that, without limitation, add to, vary or amend the RFT. All conditions of the RFT will apply to addenda unless amended in the addenda.

16.18 The GRDC's Rights

16.18.1 Without limiting its rights at law or otherwise and notwithstanding anything else contained in this RFT, the GRDC reserves the right in its absolute discretion at any time to:

- (a) Cease to proceed with the process outlined in this RFT.
- (b) Require additional information from one or more Tenderers or anyone else or provide additional information or clarification.
- (c) Change the structure, timing, approach, contents or requirements of the RFT process (including the evaluation process).
- (d) Vary or extend any time or date in this RFT for all or any Tenderer or other persons, at any time and for such period, as the GRDC in its absolute discretion considers appropriate.
- (e) Suspend or vary the RFT process or any part of it.
- (f) Conduct a further procurement process.
- (g) Consider and accept or reject any Tender that does not comply with the RFT.
- (h) Add to, alter, delete or exclude any part of the Service Contract including the inclusion of any additional services within this RFT exercise.
- (i) Terminate any negotiations being conducted at any time with a Tenderer for any reason.
- (j) Negotiate with any one or more Tenderer/s.
- (k) Call for new Tender responses.
- (l) Accept a Tender response on such terms as the GRDC in its absolute discretion accepts, without prior notice to any other Tenderer.
- (m) Accept a Tender response, and/or enter into a Service Contract, for part only of the services which are the subject of this RFT.
- (n) Publish the names of Tenderer(s) (whether successful or unsuccessful).
- (o) Allow or not allow a related entity to take over a Tender response in substitution for the original Tenderer.

16.18.2 The GRDC reserves the right to forward any clarification of the meaning of the content of this RFT to all known Tenderers without identifying the Tenderer who requested the clarification.

16.18.3 Any time or date in this RFT is for the sole convenience of the GRDC. The establishment of a time or date in this RFT does not create an obligation on the part of the GRDC to take any action or create any right in any Tenderer that any action be taken on the date established. The GRDC may notify affected Tenderers if it does any of the above but is not obliged to provide any reasons for its actions.

16.18.4 Without limiting its rights under this paragraph 16.18, the GRDC reserves the right to conduct negotiations with any or all of the Tenderers after the Closing

Time. In these negotiations, the GRDC may seek variations to an offer or may seek supplementary offers in respect of any changes to the originally stated requirements. The GRDC reserves the right to enter into any such discussions and negotiations at its absolute discretion (which includes dealing with any Tenderer as it deems fit without the need to correspond with other Tenderers during this post Tender period).

**16.19 Alternative Offers**

- 16.19.1 The GRDC reserves the right to seek offers from any entities other than Tenderers for the Services set out in the RFT and to enter into a contract with any such entity on such terms as the GRDC agrees. This includes GRDC opting to conduct the Services.
- 16.19.2 The GRDC may at any stage release itself from further consideration of Tender responses made pursuant to the RFT and either reject all offers or negotiate a contract with any person or entity whether or not they submitted a Tender response.

**16.20 Disclaimer**

- 16.20.1 The GRDC and its officers, GRDC Board Members, GRDC Panel members, GRDC Consultants, employees, agents and advisers:
  - (a) Are not, and will not be, responsible or liable for the accuracy or completeness of any information in or provided in connection with this RFT.
  - (b) Make no express or implied representation or warranty that any statement as to future matters will prove correct.
  - (c) Expressly disclaim any and all liability arising from any information provided to Tenderers, including, without limitation, errors in, or omissions contained in, that information.
  - (d) Except so far as liability under any statute cannot be excluded, accept no responsibility arising in any way from errors or omissions contained in any information in the RFT.
  - (e) Accept no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing reliance on the contents of the RFT, or any other information provided by the GRDC.
  - (f) Assume no duty of disclosure or fiduciary duty to any interested party.

**16.21 Ownership Of Tender Response Documents and Disclosure**

- 16.21.1 All Tender responses will upon lodgement become the property of the GRDC. This does not affect the ownership of any intellectual property rights in the Tender response (GRDC will not own the intellectual property rights in the Tender response).
- 16.21.2 The Tenderer grants to the GRDC, its officers, employees and agents a permanent, irrevocable, royalty-free licence to copy, adapt, modify, disclose and otherwise to do all things which are necessary, in the GRDC's sole discretion, to any material contained in its Tender response for the purposes

of evaluating the Tender or any subsequent offers, negotiating with the Tenderer and for any other purposes in connection with the RFT (including any auditing, reporting or other public accountability requirements).

- 16.21.3 Notwithstanding anything in this RFT (including these conditions), the GRDC reserves the right, in its absolute discretion and without any liability to any Tenderer, to disclose and/or allow the disclosure of, at any time, any information contained in or relating to any Tender response to any Australian Government department, agency, authority or Minister or to any adviser engaged under contract or as otherwise required by law.
- 16.21.4 The intellectual property rights in the RFT are owned by the GRDC. Tenderers are permitted to use the RFT document and attached material only for the purposes of compiling their Tender response.

#### 16.22 Disclosure of Certain Information

- 16.22.1 The GRDC operates within a governance and accountability framework established under legislation which requires it:
- (a) To ensure openness and transparency through a public reporting process.
  - (b) To allow for external scrutiny, for example by the Auditor-General and the Ombudsman.
  - (c) On behalf of Ministers, to provide information to the Parliament of Australia, acting through its committees.
- 16.22.2 Because of the accountability imperatives outlined above, the GRDC is required to promote disclosure of information relating to tendering or contractual arrangements it enters into to the maximum extent possible, and to minimise use of confidentiality clauses to protect this information from scrutiny and assessment for the purposes of government accountability.
- 16.22.3 Accordingly, each Tenderer is asked to clearly identify any information contained in, or regarding, its Tender response that it regards as confidential. A Tenderer's mark of confidentiality must be reasonable and the Tenderer must provide legally sustainable reasons for claiming confidentiality. In any event, a Tenderer must not mark its entire Tender response as confidential. The GRDC may, in its absolute discretion, refuse to consider Tender responses, which contain unreasonable marks of confidentiality.
- 16.22.4 Tenderers are notified that rights to access information in, and related to, contracts exist under a range of legislation including:
- (a) Freedom of Information Act 1982;
  - (b) Auditor-General Act 1997; and
  - (c) Ombudsman Act 1976.
- 16.22.5 Parliament and the courts also have legal rights to access a wide range of information.
- 16.22.6 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of such rights of access, the legislation listed above and all other relevant legislation on their participation in this RFT process.

16.23 Privacy

- 16.23.1 If the Services are of a nature that is likely to generate or affect personal information (as defined in the Privacy Act 1988), the Tenderer will be required to agree in the Service Contract to comply with the Privacy Act 1988, including the Information Privacy Principles, and any other privacy obligations applicable to a Tenderer.

16.24 Freedom of Information

- 16.24.1 The attention of Tenderers is drawn to the Freedom of Information Act 1982 (FOI Act) which gives members of the public rights of access to documents in the possession of the Australian Government and its agencies (which includes the GRDC).
- 16.24.2 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the FOI Act and all other relevant legislation on their participation in this RFT process.

16.25 Australian National Audit Office

- 16.25.1 The attention of Tenderers is drawn to the Auditor-General Act 1997, which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.
- 16.25.2 Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of this legislation on their participation in this RFT.

16.26 Equal Employment Opportunity

- 16.26.1 Tenderers must state whether or not it, or any other party the Tenderer proposes to deliver any goods/services to the GRDC in respect of the Service Contract, is currently named as not complying with the Equal Opportunity for Women in the Workplace Act 1999 (Act). Where subcontractors are specified in a Tender response, the Tenderer must specify whether or not the subcontractor is currently named as not complying with the Act.
- 16.26.2 The GRDC may decide not to further consider a Tender response from a Tenderer currently named as not complying with the Act. If at the Closing Time, the Tenderer, or any other party the Tenderer proposes to deliver any goods/services, has been named under the Act, its Tender will not be considered unless within seven (7) days of the Closing Time the Tenderer produces to the Contact Officer specified in Annexure B written confirmation from the Equal Opportunity for Women in the Workplace Agency that the Tenderer, or any other party the Tenderer proposes to deliver any goods/services, currently complies with that Act.

16.27 Taxation

- 16.27.1 All Tenderers should be aware that under the *A New Tax System (Goods and Services Tax) Act 1999* (GST Act), the GRDC is subject to the GST Act. Goods and Services Tax (GST) applies to goods and services acquired by the Tenderer and third party suppliers for and on behalf of the GRDC from 1 July 2000.
- 16.27.2 The implications of the GST for the Tenderer include:
- (a) Prices submitted must include but separately identify GST.

- (b) All estimates of reimbursable expenses and Fees for the Service Contract will need to include GST and Tenderers must indicate (in brackets) the total amount of GST included in the estimates.
- (c) In order to obtain reimbursement of expenditure (Reimbursable Expenses), the Tenderer must present the GRDC with a tax invoice (in the form approved by the Australian Tax Office) for the total amount being claimed.
- (d) If, in relation to any Reimbursable Expenses, the Tenderer is appointed to act as an agent for the GRDC, rather than a principal in its own right, then the Tenderer must:
  - ensure that all third party suppliers issue complying tax invoices in the name of the GRDC; and
  - collate these invoices and, when claiming reimbursement, provide the GRDC with a summary of the total amount of GST included so that the GRDC can claim an input tax credit for that amount.

16.27.3 Each Tenderer must obtain its own tax advice.

#### 16.28 Applicable Law

16.28.1 The laws of the Australian Capital Territory will apply to the RFT and the RFT process.

## **SECTION D EVALUATION METHODOLOGY**

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### **17 Evaluation of Tenders**

#### 17.1 Overview

- 17.1.1 After the Closing Time, the GRDC will conduct an evaluation of submitted Tenders in the manner set out in paragraph 17.
- 17.1.2 Tender responses will be assessed in accordance with the evaluation criteria set out in paragraph 17.3 to identify the Tender response that best meets the GRDC's requirements and represents best value for money.

#### 17.2 Tender Evaluation

- 17.2.1 Tender responses will be evaluated to determine that the requirements set out in this RFT are satisfied.
- 17.2.2 Tender responses that do not meet all RFT requirements may be excluded from further consideration.
- 17.2.3 The GRDC may invite Tenderers to give short presentations to the evaluation team to clarify their Tenders.

#### 17.3 Evaluation Criteria

- 17.3.1 All Tender responses are to address each of the Evaluation Criteria as listed which are weighted as described in Table (i) below.
- 17.3.2 In assessing Tender responses, the GRDC will have regard to all the Evaluation Criteria. The Evaluation Criteria given an 'essential' weighting are mandatory and if they are not addressed within the body of the Tender response, the GRDC will reject that Tender response on the grounds that it is a non compliant Tender response.
- 17.3.3 For ease of reference, each Evaluation Criteria has been cross-referenced to the relevant paragraphs of this RFT in Table (i) below.

Table (i)

| <b>Evaluation Criteria</b>  | <b>Weighting<br/>(5 highest 1 lowest)</b> | <b>Paragraph Reference</b>   |
|---|---|--|
| The extent to which the tenderer demonstrates an understanding of the history and importance of this particular project to the Australian grains industry.            | 1   | Paragraph 18 Annexure A  |
| Extent to which the Tender Application complies with the specific services being sought in the request for tender (RFT) including content of the implementation plan. | Essential<br>5                            | Paragraph 5 and 8<br>Section B<br><br>Paragraph 18 Annexure A                                    |
| The cost effectiveness and value for money of the tender response.  | Essential<br>5                            | Paragraph 10 Section B<br><br>Paragraph 18 Annexure A  |
| Terms of engagement and performance of the Services - nature and number of non-compliances with the draft Services Agreement terms and conditions                     | Essential<br>5                            | Paragraph 6 Section B<br><br>Paragraph 18 Annexure A<br><br>Draft Service Contract<br>Annexure C |
| Extent to which the tenderer demonstrates ability to provide continuity with previous operation of wheat variety classification in the provision of this Service      | 4   | Paragraph 8 Section B  |
| Extent to which the team proposed by the tenderer has the skill and experience to meet the technical and managerial requirements of the service provision             | Essential<br>5                            | Paragraph 8 Section B<br><br>Annexure A  |
| Extent to which the tenderer is able to ensure continuity of the team delivering the services.  | 3   | Paragraph 8 Section B  |
| Ability to access, secure and manage market information if asked to act as a data clearing house to support the Strategic Grade Criteria Setting Tier                 | 4   | Paragraph 8 Section B  |
| Extent to which the tenderer demonstrates understanding of the operational and stakeholder issues associated with provision of the service                            | 3   | Annexure A   |
| Demonstrated ability of the tenderer to work constructively with key stakeholders   | 5   | Paragraph 14 Section B   |
| Capacity of the tenderer to identify and manage conflicts of interest associated with its existing operations and provision of this Service                           | 5   | Paragraph 11.1   |
| Nature and severity of conflicts of interest of the tenderer associated with provision of this Service.   | Essential<br>5                            | Paragraph 12 Section B   |
| Capacity of the tenderer to identify and manage risks and liabilities associated with provision of the Service  | Essential<br>5                            | Paragraph 8 Section B<br>Paragraph 11 Section B  |
| Extent to which the organisational structure, infrastructure and business systems of the tenderer supports smooth and reliable conduct of the Services.               | 4   | Paragraph 13   |
| Extent to which the tenderer has considered extension of the service provision beyond the term of this project  | 2   | Paragraph 6 Section B<br>Paragraph 8 Section B   |
| Tenderer track record in dealing with GRDC  | 4   | Paragraph 14 Section B   |
| Outline of changes, if any, to the Wheat Classification Guidelines  | Essential<br>5                            | Paragraph 8 Section B  |

| <b>Evaluation Criteria</b>  | <b>Weighting<br/>(5 highest 1 lowest)</b> | <b>Paragraph Reference</b> |
|---|---|----------------------------|
|   |   | Appendix 2 Annexure C      |
| Feedback from at least three referees who are familiar with the tenderer's previous work in providing similar services.   | 1   | Paragraph 14 Section B     |
| Presence and suitability of executive summary   | 3   | Paragraph 7 Section B      |
| Acceptance of the Intellectual Property, data and information provisions of the RFT and extent to which the IPR, data and information management processes described are appropriate. | 3   | Paragraph 9 Section B      |
| Extent to which the Tenderer information provided supports smooth and reliable operation of the services including any commercial relationships of the Tenderer                       | 5   | Paragraph 11 Section B     |
| Equal Employment Opportunity compliance of the Tenderer   | 5   | Paragraph 16.26 Section C  |

17.3.4 Tenderers should note that all criteria are considered important and are to be addressed fully in their Tender response.

**17.4 Lowest Priced Tender**

17.4.1 Neither the lowest priced Tender response, nor any Tender response, will necessarily be accepted by the GRDC. The GRDC unconditionally reserves the right to accept or reject any Tender response regardless of compliance or non-compliance with the RFT.

17.4.2 The GRDC will determine at its sole discretion:

- a) Whether to short list a number of Tenderers who may be invited to participate in a further stage of the RFT process; and/or
- b) Whether to exercise any other rights in the RFT.

**17.5 Negotiations**

17.5.1 The GRDC may commence negotiations with one or more preferred Tenderers. The negotiations may include adjustments to Tender responses. Without limiting its rights under the RFT or otherwise, if the GRDC, at its sole discretion, concludes during negotiations with a Tenderer that the Tenderer has retracted or retracts any part of its offer, the GRDC reserves the right at its sole discretion to:

- a) Disqualify the Tenderer.
- b) Exercise any other rights under the RFT.
- c) Terminate the RFT process.
- d) Reconsider other Tender responses.

17.5.2 The GRDC reserves the right to:

- a) Shortlist Tenderers; and/or
- b) Conduct parallel negotiations with more than one Tenderer; and/or
- c) Request selected Tenderers to present their Tender to GRDC.

## ANNEXURE A – SERVICES

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### 18 Description

#### 18.1 Scope

To manage and run the operational and analytical component of the wheat classification process referred to as *Tier 2 Operational Wheat Variety Classification Activities* and described in Appendix 1. It includes provision of a Variety Classification Panel and Classification Management resources. These functions are to be undertaken in a manner consistent with the previous operation of these activities by AWB International Ltd as described in the Wheat Classification Guidelines in Appendix 2 of Annexure C

Key activities required are:

- Classification of varieties according to the Wheat Variety Classification Guidelines in Appendix 2
- Contract and manage contracts of the independent technical experts on the Variety Classification Panel - the composition of which is set out in Appendix 1 of Annexure C
- Organise meetings of the Variety Classification Panel and the Wheat Classification Council (and attend the latter as required)
- Record detailed outcomes and assessments from these meetings for dissemination to breeding organisations and other key stakeholders
- Report classification grading decisions:
  - for pre-release lines, to the owners
  - for released lines, to wheat breeding organisations, marketers, NACMA, growers and other stakeholders
- Identify and capture issues for discussion at the Wheat Classification Council meetings
- Coordinate the udon noodle expert sensory evaluation program as described in the Wheat Classification Guidelines
- If required by GRDC, to act as a 'clearing house' for sensitive export market data - compiling, prioritising and analysing data prior to discussion at the Wheat Classification Council to ensure commercially sensitive information is protected
- Analyse current crop quality data (if available) to determine grade benchmark quality
- Chair the Late Maturing  $\alpha$ -amylase (LMA) Steering Committee
- Follow up on quality issues identified in Wheat Classification Council and report back on progress
- Liaise with breeding and marketing organisations to ensure flow of information and issues management
- Identify and recommend changes in approaches to variety classification
- Manage laboratory accreditation / proficiency program providing feedback to laboratories as well as the Variety Classification Panel on laboratory performance
- Organise annual forum for breeders and marketers to exchange information.

#### 18.2 Background

Wheat varietal classification is the categorisation of wheat varieties into grades based on processing and end product quality. Wheat varietal classification together with wheat receival standards aims to deliver grain of consistent physical quality, processing performance and end-product quality to customers and end-users in a differentiated form (grades) allowing exporters (or traders) to optimise value capture from markets for the benefit of industry. To achieve consistent differentiated end product quality, wheat varietal classification focuses on the genetic potential of

wheat varieties. In contrast, wheat receival standards categorise grain deliveries on a combination of:

- the variety, as declared by the grower; and
- the impact specific seasonal conditions and farming practices (the environment) has on various aspects of the grain itself.

While very important, it should be noted that wheat receival standards are operated by the National Agricultural Commodities Marketing Association (NACMA).

The two key functions required for wheat varietal classification are:

1. Establishing the grades - this involves determining the specific make up of grades required by end-users and the formulation of criteria by which a variety would be considered to be eligible for a given grade. These criteria must, and should, evolve in response to changing market signals. And,
2. Grading of varieties - this is the technical and objective process for assessing a variety or proposed variety against given grade criteria.

Historically AWB(I) has managed both activities as well as a number of support functions including the Late Maturing  $\alpha$ -amylase (LMA) Steering Committee, laboratory accreditation and the 'noodle expert' sensory evaluation program.

With the changes in wheat marketing arrangements in Australia that were introduced on July 01, 2008, the GRDC has agreed to manage varietal classification. This is in line with the recommendation from the Wheat Industry Expert Group (IEG) ([http://www.daff.gov.au/agriculture-food/wheat-sugar-crops/wheatmarketing/wheat\\_industry\\_expert\\_group/final\\_report](http://www.daff.gov.au/agriculture-food/wheat-sugar-crops/wheatmarketing/wheat_industry_expert_group/final_report)).

This is the basis for GRDC calling for tenders for this project.

### 18.3 Target audiences

- Wheat Breeding Organisations
- Domestic users of wheat
- Wheat Exporting Organisations
- Wheat Growers

### 18.4 Nature of the Services – The Aim:

- 18.4.1 The Aim of this project is to provide continuation of wheat variety classification activities for the period of time 2009 to 2010. This is to be done with a view to
- Delivering variety classification against the existing classification grades by assessing quality data of new wheat lines relative to the performance of known control varieties and grade quality parameters in order to place those new lines into grades
  - Supporting the Wheat Classification Council through provision of information and by providing a secretariat function to it
  - Ensuring clear communication, information flow and explanation of classification decisions and quality targets to wheat breeders, growers and other stakeholders as appropriate, to provide transparency and meaningful feedback

- Managing the relationship between breeding organisations and the Variety Classification Panel including providing an avenue for additional data to be submitted
- Assisting in the exchange of information between marketers and wheat breeders.

#### 18.5 Nature of the Services – The Outputs

18.5.1 The Outputs of this project are associated with the conduct of key activities as outlined above. Key Outputs could be described as -

- Regular meetings of the Variety Classification Panel
- Clearly articulated and explained wheat variety classification decisions
- Operation of an Independent Wheat Variety Classification panel
- Well set out and successfully implemented risk management strategies
- Annual Breeders Forum presenting relevant market information
- Regular LMA Steering Committee meetings and progress against action items
- Variety Grade Masterlist regularly updated and made available to industry
- Data base of classification decisions and supporting data
- Regular meetings with wheat breeding organisations
- Udon noodle expert sensory evaluation program conducted as required

#### 18.6 Term of engagement

18.6.1 The GRDC will engage the successful Tenderer/s to provide these services for two years - 1 January 2009 to 31 December 2010.

18.6.2 Both parties may agree to extend the services for a period beyond this term.

#### 18.7 Subcontracting

18.7.1 The GRDC accepts that within each of the listed elements there may be additional specialist disciplines that may require the services of consultants or sub contractors.

18.7.2 The services of sub contractors are acceptable provided they are totally managed and remunerated by one managing tenderer. Details of each sub contractor are to be provided within the tender response as per paragraph 13.3 Section B – Statement of Requirements.

18.8 Fees

18.8.1 When costing services the Tenderer must include in its Tender a total estimated price including (but separately identified) GST to perform the Services together with separate fees including (but separately identified) GST for each of the following:

- Management staff and salaries
- Variety Classification Panel members – fees (daily fee charged)
- Office facilities
- Travel estimates
  - Classification Panel members
  - Management staff
- Breeders' forum costs
- Proficiency program costs
- Udon expert program
- Communications.

## ANNEXURE B - TENDER DETAILS

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### Tender Name: Management of Wheat Variety Classification Operations

#### 19 Closing date and time:

Date and Time. 5.00pm Eastern Standard Time 29<sup>th</sup> September 2008

#### 20 Contact Officer:

**Nicole Haueis**

Phone: 02 6166 4500

Fax: 02 6166 4599

Email: n.haueis@grdc.com.au

#### 21 Proposed Timetable

| PROCESS | ACTION                                       | DUE DATE   |
|---------|--|--|
| 1       | Issue of RFT                                 | 29 <sup>th</sup> August 2008                     |
| 2       | Closing time for receipt of tenders          | 5.00pm EST 29 <sup>th</sup> September 2008       |
| 3       | Evaluation of tenders                        | 30 <sup>th</sup> Sept & 1 <sup>st</sup> Oct 2008 |
| 4       | Shortlist of tenderers advised               | 3 <sup>rd</sup> October 2008                     |
| 5       | Shortlist of tenderers presentations to GRDC | 6 <sup>th</sup> & 7 <sup>th</sup> October 2008   |
| 6       | Successful tenderer announced/advised        | 13 <sup>th</sup> October 2008                    |
| 7       | Negotiation period for terms of contract     | 13 <sup>th</sup> October 2008                    |
| 8       | Execution of contract/s                      | 20 <sup>th</sup> November 2008                   |

## **ANNEXURE C – DRAFT SERVICES AGREEMENT**

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