



Australian Government

Approach to Market

Reference ID: RD006856

This Approach to Market (ATM) is for the provision of: economic modelling services

The Commonwealth as represented by Department of the Prime Minister and Cabinet (the Customer) is seeking submissions for the provision of the services (the Requirement) as described in this *Commonwealth Approach to Market*.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in the *Commonwealth Approach to Market Terms* (a copy of which is included in this document), and if successful, agree to enter into a contract which incorporates the *Commonwealth Contract Terms* available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms> (**Note:** you do not need a CCS user account to view the terms).

Mandatory Conditions for Participation

No Mandatory Conditions for Participation are specified.

Statement of Requirement

A.A.1 Key Dates and Times

Event	Details
Industry Briefing#:	Unless otherwise notified by an addendum, there are no industry briefing sessions for this ATM.
Site Inspection*:	Unless otherwise notified by an addendum, there are no site inspections for this ATM.
ATM Closing Date:	Monday, 28 February 2022
ATM Closing Time:	15:00 ACT local time
Question Closing Date and Time:	Questions will be permitted up until 5pm Friday, 25 February 2022.
Expected Contract Execution Date:	Thursday, 10 March 2022
Expected Contract End Date:	The Contract will terminate on Friday, 10 June 2022.
Contract Extension Option:	The Contract will include the following extension option(s): two weeks.

A.A.2 The Requirement

The [Deregulation Taskforce](#) in the Department of the Prime Minister and Cabinet is seeking to engage a supplier to undertake economic costings and impact analysis work, to help inform the Commonwealth Government's response to the *Independent Review of the Pesticides and Veterinary Medicines Regulatory System in Australia* (the Review).

The analysis will focus specifically on modelling the net productivity benefits of implementing a licensing scheme to allow for safe and effective pesticides and veterinary medicines (PVMs) registered by internationally equivalent regulatory systems, but not available in Australia, to be supplied and used in Australia.

The analysis must deliver quantified costings, modelling and impact analysis on the net productivity cost or benefit of implementing the licensing scheme to the agricultural sector as well as specific grower or producer groups. In identifying impacts on specific grower or producer groups, the supplier must also identify the regions in Australia in which they operate.

For example, the analysis could consider the identification of PVMs which are not currently available in Australia (or which do not have some uses approved in Australia) but which are registered by equivalent overseas regulators and would be candidates for the licensing scheme, if adopted.

The supplier is expected to gather the relevant data to form the basis of their output. The Deregulation Taskforce will provide a list of stakeholders for the supplier to contact.

Background

On 5 September 2019, Senator the Hon. Bridget McKenzie, Minister for Agriculture, appointed an independent panel of experts in regulation, agricultural production, veterinary medicines and human health to comprehensively review the regulatory framework for PVMs. The panel released the Review in July 2021.

The Review found that Australian agricultural producers and other users of PVMs do not have timely access (and sometimes any access) to new PVMs, compared to their overseas counterparts.

The Review recommended establishing a licensing scheme to allow for safe and effective PVMs registered by internationally equivalent regulatory systems, but not available in Australia, to be supplied and used in Australia. The Review estimated a new licensing scheme would provide a regulatory cost savings for industry of \$55 million over 10 years. This figure included consideration of application fees and timeframes, industry resources per application, and delay costs.^{[1](#)}

The cost savings were considered by the Review panel to be a conservative estimate and did not consider the potential flow on benefits for users of licensed products.

This work would provide an extra layer of economic analysis to the Commonwealth Government's response to the Review, being prepared by the Department of Agriculture, Water and the Environment.

[1] A breakdown of figures used to calculate the regulatory costs savings was included in the [Final Report of the Independent Review of the Pesticides and Veterinary Medicines Regulatory System in Australia](#), Annexure 4, p. 253.

A.A.2(a) Standards

The Supplier must ensure that any goods and services proposed comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Requirement. Potential Suppliers should note that they may be required to enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards.

Web Content Accessibility

The Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at:
<https://www.w3.org/WAI/intro/wcag>.

A.A.2(b) Security Requirements

None Specified

A.A.2(c) Work Health and Safety

Prior to commencement of the Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of the contract and assign management of each issue identified to the party best able to manage it. The Supplier will provide the Customer with a plan for approval.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

A.A.2(d) Delivery and Acceptance

The Customer must accept or reject any deliverables under the Contract in accordance with the Commonwealth Contract Terms [Clause C.C.11].

Milestone Description	Delivery Location	Due Date
Inception meeting (by teleconference), to finalise project plan	teleconference	24/03/2022
Draft economic analysis report	electronic	20/05/2022
Discussion of draft economic analysis report	teleconference	27/05/2022
Final economic analysis report	electronic	10/06/2022

A.A.2(e) Meetings

The Supplier is not required to attend meetings.

A.A.2(f) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

A.A.2(g) Customer Material

The Customer will not provide any material.

A.A.2(h) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act* 2013 (PID Act). Prior to making a disclosure, refer to information available at:

<https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure/information-for-disclosers>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	Paul Hubbard
Email Address:	Paul.Hubbard@pmc.gov.au
Telephone:	02 6271 5682

A.A.2(i) Complaints Handling

In the first instance, complaints relating to this ATM should be directed to the Customer's Contact Officer or:

Name/Position:	Paul Hubbard
Email Address:	Paul.Hubbard@pmc.gov.au
Telephone:	02 6271 5682

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to the handling of complaints.

A.A.3 ATM Distribution

Email Distribution

Any questions relating to this ATM must be directed to the *Customer Contact Officer* at A.A.5. Updates to this ATM will be distributed via email.

A.A.4 Lodgement Method

Email

Responses should be lodged via email to s 22(1)(a)(ii) @pmc.gov.au quoting reference number RD006856 by the closing time specified above.

Response File Format, Naming Convention and Size

The Customer will accept Responses lodged in the following formats:

- Word Doc (.docx)
- PDF (.pdf)

The Response file name/s should:

- a) incorporate the Potential Supplier's full legal organisation name; and
- b) reflect the various parts of the bid they represent (where the Response comprises multiple files).

Response files must not exceed a combined file size of megabytes per email.

Responses must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

A.A.5 Customer's Contact Officer

For all matters relating to this ATM, the Contact Officer is:

Name/Position: s 22(1)(a)(ii) Senior Adviser (A/g)

Email Address: s 22(1)(a)(ii) @pmc.gov.au

Telephone: s 22(1)(a)(ii)

Note: Question Closing Date and Time is set out at item A.A.1 [Key Dates and Times].

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

A.C.1 Intellectual Property

For the purposes of this clause, "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

The Customer owns the Intellectual Property Rights in the Material created under the Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under the Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for the Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under the Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of the Contract.

A.C.2 Payment

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.

Commonwealth Approach to Market (ATM) Terms

A.B.1 Background

Some terms in this document have been given a special meaning. The meanings are set out either in the Commonwealth Contracting Suite Glossary, the ATM or the Contract.

Any queries regarding this ATM should be directed as set out in Clause A.A.5 [Customer's Contact Officer].

At any time prior to the Closing Time, the Customer may amend or clarify any aspect of this ATM, by issuing a formal amendment to the ATM in the same manner as the original ATM was distributed.

At any time prior to contract execution, the Customer may suspend the ATM process or issue a Public Interest Certificate by issuing an addendum to the ATM in the same manner as the original ATM was distributed.

Where the ATM has been issued via AusTender, any amendments, clarifications, addenda or suspension notifications related to this ATM will be notified via AusTender.

Where the ATM was not issued via AusTender, any amendments, clarifications, addenda or suspension notifications will be issued simultaneously to all Potential Suppliers as far as practicable.

No Contract will be formed until executed by the Customer. The Customer, acting in good faith, may discontinue this ATM, decline to accept any response; decline to issue any contract; or satisfy its requirement separately from this ATM process.

Participation in any stage of the process is at the Potential Supplier's sole risk and cost.

A.B.2 Inconsistencies

If there is inconsistency between any of the parts of this ATM, the following order of precedence shall apply:

- (a) *ATM – Statement of Requirement*;
- (b) *Commonwealth ATM Terms*;
- (c) *Additional Contract Terms* (if any);
- (d) *Commonwealth Contract Terms*;
- (e) *Commonwealth Contract*; and
- (f) *Commonwealth Contracting Suite Glossary*,

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

A.B.3 Customer and Reference Material

The Customer will make available the Customer's material (if any) specified in clause A.A.2(g) [Customer Material].

If this ATM references any other materials, including but not limited to, reports, plans, drawings, samples or other reference material, the Potential Supplier is responsible for obtaining the referenced material and considering it in framing their Response.

A.B.4 Lodging a Response

By lodging a Response, Potential Suppliers agree:

- (a) that the Response will remain open for acceptance for sixty (60) working days from the date set out at ATM Closing Time in clause A.A.1 [Key Dates and Times], and
- (b) to sign a Contract which incorporates the *Commonwealth Contract Terms*.

Responses are subject to these *Commonwealth ATM Terms*.

Potential Suppliers must submit Responses using the *Response to the ATM* form provided (with all details in English and prices quoted in Australian currency).

Prices quoted must show the GST exclusive price, the GST component, if any, and the GST inclusive price.

The Contract Price must be inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas.

The Contract Price, which will include any and all other charges and costs, will be the maximum price payable by the Customer under the Contract.

Potential Suppliers may submit Responses for alternative methods of addressing the Customer's *Statement of Requirement* described in this ATM, where the option to do so was stated in the ATM or agreed in writing with the Customer prior to the Closing Time. Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

The Response must be lodged as set out in clause A.A.4 [Lodgement Method].

Potential Suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this ATM process.

The Customer will only agree to extensions to the Closing Time in exceptional circumstances and, if approved, the extension will apply equally to all Potential Suppliers. The Customer will not consider any Responses received after the Closing Time specified in this ATM unless the Response is late as a consequence of the Customer's mishandling.

The Customer may decline to consider a Response in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

The Customer may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Responses. In doing so, the Customer will not allow any Potential Supplier to substantially tailor or amend their Response.

Commonwealth Approach to Market (ATM) Terms

Potential Suppliers must notify the Customer immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions may be compromised) and comply with any reasonable directions given by the Customer. As soon as practicable, any verbal advice should be followed by written confirmation.

A.B.5 Evaluation

The Customer will evaluate Responses in accordance with the ATM and consistent with the *Commonwealth Procurement Rules* to determine the best value for money outcome for the Customer.

The Customer will exclude from consideration any Response that does not meet the Mandatory Conditions for Participation, if any.

The criteria for evaluation will encompass the:

- (a) extent to which the potential Supplier's Response meets the Customer's Requirement set out in this ATM;
- (b) potential Supplier's demonstrated capability and capacity to provide the Requirement; and
- (c) whole of life costs to be incurred by the Customer. Considerations will include both the quoted price and any costs that the Customer will incur as a result of accepting the potential Supplier's Response.

The Customer may at any time exclude a Response from consideration if the Customer considers that the Response is clearly not competitive.

Unless stated otherwise in the Approach to Market documentation, the above three (3) criteria for evaluation will be of equal importance.

Potential Suppliers should note that the Commonwealth's Indigenous Procurement Policy (IPP) will apply to the Customer in respect of this procurement. During evaluation, the Customer may favourably consider the Potential Supplier's ability to assist the Customer to meet its IPP obligations. More information is available at <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>.

If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable over the Contract Term and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.

The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.

The Customer will notify all Potential Suppliers of the final decision and, if requested, will provide a debrief following award of the contract.

A.B.6 Reporting Requirements

Potential Suppliers acknowledge that the Customer is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.

Without limiting the Customer's right to disclose other information, for any contracts awarded, the Customer may publicly disclose the Supplier's name, postal address and other details about the Contract, including contract value.

The Customer may disclose the names of any subcontractors engaged in respect of the Contract. Potential Suppliers should also note the requirements of the *Freedom of Information Act 1982* (Cth).

A.B.7 Confidentiality of Potential Supplier's Information

Potential Suppliers should note that if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify any aspects of their Response or the proposed Contract that they consider should be kept confidential, including reasons.

Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers consistent with Australian Government legislation and policies. In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information.

A.B.8 Criminal Code

Potential Suppliers should be aware that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).

The Potential Supplier must ensure that any intended subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.



The Commonwealth Approach to Market Terms
are licensed under the Creative Commons
[Attribution-NonCommercial-NoDerivatives 4.0 International](https://creativecommons.org/licenses/by-nc-nd/4.0/)
License (CC BY NC ND 4.0 INT).

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A.[x] – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B.[x] – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C.[x] – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

“Additional Contract Terms” means the terms and conditions set out in the section of the Contract with the heading ‘Additional Contract Terms’.

“Approach to Market or ATM” means the notice inviting potential suppliers to participate in the procurement.

“Closing Time” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“Contract” means the documentation specified in clause C.C.4 [*Precedence of Documents*].

“Contract Extension Option” means an option of a Customer to extend the term of a Contract for one or more additional time periods.

“Contract Manager” means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

“Contract Price” means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“Correctly Rendered Invoice” means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

“Customer” means a party specified in a Contract as a Customer.

“Delivery and Acceptance” means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

“General Interest Charge Rate” means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

“Goods and/or Services” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“GST” means a Commonwealth goods and services tax imposed by the GST Act.

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

Commonwealth Contracting Suite (CCS) Glossary

“Material” means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“Moral Rights” means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

“Requirement” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’;
- c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

“Specified Personnel” means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified Personnel*].

“Statement of Requirement” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“Statement of Work” means the section of the Contract, as the case may be, with the heading ‘Statement of Work’.

“Supplier” means a party specified in a Contract as a Supplier.

RESPONSE

Remember to **remove** all drafting note guidance **before** you finalise and submit your Response.

Specific questions about this ATM should be directed to the *Customer's Contact Officer* [Item A.A.5].

If successful your organisation will be offered a contract which includes the *Commonwealth Contract Terms*, available at: <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms>. These terms are not negotiable. **Do not submit a response if you cannot agree to these terms as you cannot be awarded the Contract.**

Submit the form as required in *Lodgement Method* [Item A.A.4].

You **MUST** use this form to submit your Response, which **MUST** comply with the *Commonwealth ATM Terms*, available at: <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms>. The form is set out to facilitate evaluation of responses.

Participation in this ATM is at your sole risk and cost. This is a competitive process, and you should note that your organisation may incur costs in responding, if you are unsuccessful you will be unable to recoup these costs.

Be as **concise** as possible while including all information that your organisation wants the evaluation team to consider. Do not assume that the evaluation team has any knowledge of your organisation's abilities or personnel.

Before completing your Response read the Customer's Approach to Market (ATM) distributed with this Response form and decide whether your organisation has the **necessary skills and experience** to meet the Customer's requirement.

You must clearly demonstrate that your organisation meets the **Mandatory Conditions for Participation** (if any), as failure to do so **will** mean your response cannot be considered and you cannot be awarded the Contract.

If you are an **Individual** without an ABN and you do not meet the Australian Taxation Office's (ATO) definition of an independent contractor, you may be offered a different form of contract OR we may not be able to contract with you. Before completing this Response Form notify the Customer's Contact Officer to enable them to seek advice. For further information, refer to the ATO website at: <https://www.ato.gov.au/business/employee-or-contractor/how-to-work-it-out-employee-or-contractor/>.

If you are a **Trust** where the Trustee is **not** empowered to sign contracts on behalf of the Trust, we may **not** be able to contract with you. Before completing this Response Form notify the Customer's Contact Officer to enable them to seek advice.

The Customer will evaluate all valid Responses received by the Closing Time [Item A.A.1] which meet the Mandatory Conditions for Participation (if any), to determine which Potential Supplier has proposed the best value for money outcome for the Customer.

In making this decision, the Customer will consider the criteria set out at Clause A.B.5 [*Evaluation*].

In preparation of this Response you should note the Commonwealth Indigenous Procurement Policy (IPP) available at: <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> may apply to the Customer in respect of this procurement. During evaluation of responses, the Customer may consider the Supplier's ability to assist the Customer to meet its IPP obligations.

The successful Supplier will have demonstrated its ability to provide the best value for the Customer. This will not necessarily be the lowest price.

If your organisation is **unsuccessful** with this submission, request a debrief to assist with future submissions. The Customer's Contact Officer [Item A.A.5] can arrange this for you.

Part 1 – Potential Supplier's Details

DRAFTING NOTE:

The following details will appear in the Contract should your Response be successful. The details you provide should be for the legal organisation that would be the Supplier under the Contract.

Full Legal Organisation Name:		
Legal Status:	<input type="checkbox"/> Individual/Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Sole Director Company <input type="checkbox"/> Trust (see note below) <input type="checkbox"/> Educational Institution (see note below) <input type="checkbox"/> Other (please state):	
NOTE FOR TRUSTS: If the Potential Supplier is trading as a trust , please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response.		
NOTE FOR EDUCATIONAL INSTITUTIONS: If your Response is successful, prior to Contract you will be required to provide details of any enabling legislation as well as details of any delegations or other authorisations that are relevant to the execution of a contract.		
Australian Business Number (ABN):		
Australian Company Number (ACN):		
Australian Registered Body Number (ARBN):		
Registered Address:		
Web address:		
Is your organisation classified as a 'relevant employer' under the Workplace Gender Equality Act 2012 (the WGE Act)?	<input type="checkbox"/> Yes, I am a relevant employer <input type="checkbox"/> No, I am not a relevant employer	
If yes , you are required to provide a current letter of compliance with the WGE Act prior to contract. Have you provided a letter of compliance with this Response?	<input type="checkbox"/> Yes <input type="checkbox"/> No, I will provide a current letter of compliance prior to contract	
NOTE: Where the Supplier is a relevant employer, the Supplier must provide evidence that it complies with its obligations under the WGE Act before commencement of any Contract and annually thereafter for the duration of the Contract. If the Supplier becomes non-compliant with the WGE Act during the course of the contract, the Supplier must notify the Customer's Contact Officer. Compliance with the WGE Act does not relieve the Supplier from its responsibilities to comply with its obligations under the Contract.		
Is your organisation 50% or more Indigenous owned?	<input type="checkbox"/> Yes, see below . <input type="checkbox"/> No	
If your organisation is 50% or more Indigenous owned , is your organisation registered on Supply Nation?	<input type="checkbox"/> Yes <input type="checkbox"/> No – see note below <input type="checkbox"/> Not Applicable	

Please provide a certificate or letter from a recognised Indigenous organisation such as Land Council, Indigenous Chamber of Commerce or Office of the Registrar of Indigenous Corporations verifying Indigenous ownership.

Has your organisation ever had a judicial decision about employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe?

☐ Yes, **see below.**
☐ No

If yes, what was the date of discharge?

(dd-mm-yyyy)

The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).

Note: The Customer cannot enter a contract with a supplier who has an undischarged judicial decision relating to employee entitlements.

Contact Officer

For matters relating to this Response contact:

Name:	
Position Title:	
Telephone:	
Mobile:	
Email Address:	
Postal Address:	

Address for Notices (if different from the Contact Officer)

DRAFTING NOTE:

Complete with "AS ABOVE" if same as Contact Officer.

Name:	
Position Title:	
Email Address:	
Postal Address:	

Contract Manager (if different from the Contact Officer)

DRAFTING NOTE:

Provide the requested details of the person you propose will be the Contact Manager if your Response is successful and a contract is awarded.

Complete with "AS ABOVE" if same as Contact Officer.

For matters of a general nature, including acceptance and issuance of written notices contact:

Name:	
Position Title:	
Telephone:	
Mobile:	
Email Address:	
Postal Address:	

Part 2 – Executive Summary

DRAFTING NOTE:

You may find it useful to complete this section after you have completed your response.

Provide a brief (less than one page) summary of your Response highlighting its key features. The Executive Summary should not merely replicate information provided elsewhere in your Response. This section brings together all aspects of your proposal and is your opportunity to “sell” its unique features.

In support of the Indigenous Procurement Policy (<https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>), highlight any Indigenous subcontractors you are proposing to use, or any Indigenous staff who will work on the project.

Part 3 – Ability to Meet the Requirement

Mandatory Conditions for Participation

IMPORTANT INFORMATION:

Respond to the *Mandatory Conditions for Participation* here.

Do not proceed further if you cannot meet the Mandatory Conditions for Participation. If you do not meet the Mandatory Conditions for Participation your Response cannot be considered.

If there was a mandatory industry briefing or mandatory site visit include name of the person(s) who attended.

If no *Mandatory Conditions for Participation* specified, include the words: No Mandatory Conditions for Participation specified.

Detailed Proposal to Meet the Customer's Requirement

DRAFTING NOTE:

Your response should address each aspect of the Statement of Requirement and explain/demonstrate how your response/solution meets the Requirement.

Provide a detailed description of your proposal to supply the Customer's requirement, including any delivery methodology. This is your opportunity to convince the evaluation team that your organisation understands the requirement and can deliver it to a high standard. Do not provide general marketing material.

Highlight your competitive advantage as well as special or unique features of your proposal. Depending on the requirement, your response may propose a detailed project plan including project milestones and completion dates, timeframes, quality standards or performance indicators. It may also detail critical issues or key delivery risks of which the Customer should be aware.

If meeting the Customer's requirement involves reporting, travel or attendance at meetings, you should clearly identify how you will meet these requirements, including details of personnel involved. Do not include any pricing or pricing information in Part 3. You should ensure that you clearly address any costs in your response to Part 5.

Do not rely on your organisation's reputation. The evaluation team can only consider information you provide in this submission.

Standards

DRAFTING NOTE:

Potential Suppliers must provide full details and evidence of compliance with all applicable Australian standards (or in its absence an international standard), and any standards and requirements specified in the Statement of Requirement. Where you do not propose to comply with a standard which has been included in the Statement of Requirement, propose an alternative standard and justify your reasons.

Where no standard has been specified, list any applicable standards with which you propose to comply.

Part 4 – Potential Supplier’s Demonstrated Capability and Capacity

Statement of Skills and Experience

DRAFTING NOTE:

The information you enter here will be used to evaluate your organisation’s proven capacity to meet the customer’s requirement.

Provide clear, concise details of your relevant abilities to deliver what you have proposed.

This is your opportunity to highlight any unique capabilities and prove to the evaluation team that you can meet the requirement to a high standard.

Depending on the requirement, this could include a detailed description of recent relevant experience in successfully supplying a similar requirement. It could also include your organisation’s expertise in this field, brief information on relevant personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique products used.

You may also attach brief supporting information specific to the requirement including tailored CVs for Specified Personnel.

Do not include any pricing or pricing information in this Part. All pricing information should be included in Part 5.

Specified Personnel

DRAFTING NOTE:

Only propose Specified Personnel where your proposal has referenced the skills of specific personnel and you reasonably expect them to perform the roles nominated. Include their role, the percentage of the project they will complete, and if relevant, their current Commonwealth Government security clearance. Add extra lines to the table as required.

Where there is a number of staff who could perform a particular role, include details of the position/role and the percentage of project time which this role will perform. In these circumstances it would not be necessary to name the person.

Include details for subcontractor personnel if applicable. You will need to give additional details for subcontractors in the next section.

If no Specified Personnel are proposed, insert “Not Applicable”.

Name	Position/Role	Current Security Clearance Level [#]	Percentage of Total Project Time
Total personnel time			100%

[#] if requested at A.A.2(b)

Subcontractors

DRAFTING NOTE:

The Customer is required to publicly disclose information about subcontractors. Provide details for each subcontractor organisation you will use below.

If no subcontractors are proposed insert "Not Applicable"

Full Legal Name:	
Postal Address:	
ABN / ACN / ARBN:	
Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned?	

Scope of Works to be Subcontracted

DRAFTING NOTE:

If no subcontractors are proposed insert "Not Applicable".

Provide details of the roles (or specific parts of the contract) each subcontractor will perform.

The Supplier is solely responsible for all obligations under the contract, including subcontractor performance and management. The Supplier must ensure that any subcontract arrangement that is entered into imposes necessary obligations on the subcontractor.

If you are intending to include subcontractors, read and understand your obligations under the *Commonwealth Contract Terms, Subcontracting* [Clause C.C.10], *Relationship of the Parties* [Clause C.C.2], *Compliance with the Laws* [Clause C.C.21] and *Compliance with Commonwealth Laws and Policies* [C.C.22] specifically relate to subcontractors.

Conflicts of Interest

DRAFTING NOTE:

Public officials have an obligation to disclose conflicts of interest under section 29 of the [Public Governance, Performance and Accountability Act 2013](#) (PGPA Act). Suppliers to Commonwealth entities need to assist the Customer to meet its obligations by complying with the same standard of conduct.

Conflicts can be actual, perceived or potential. The perception of a conflict can be just as damaging to public confidence in public administration as an actual conflict based on objective facts.

It is important that if, after the response has been submitted or during the Contract period, any actual, perceived or potential conflicts arise they are reported to the Customer without delay.

If you are aware of a conflict (real or perceived) that could arise as a result of entering into a contract with the Customer (and Subcontractor where applicable) include full details and strategies to manage below, or for complex issues, attach a Conflict of Interest Management Plan detailing your proposed approach.

If no conflicts of interest were identified, type "Nil".

Referees

DRAFTING NOTE:

Provide daytime contact details for three (3) referees who can attest to your capacity to meet the Requirement. A reference is stronger if your organisation and/or Specified Personnel has recently provided the referee with similar goods/services. It is good practice to ensure that nominated referees are aware they may be contacted.

Please note, Clause A.B.5 [Evaluation]: The Customer reserves the right to contact any referees, or any other person, directly and without notifying the Potential Supplier.

Referee Name	Position	Organisation	Phone Number	Email Address

Pre-existing Intellectual Property of Potential Supplier

DRAFTING NOTE:

List your pre-existing Intellectual Property (if any) noting that:

The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third- Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.

If no pre-existing Intellectual Property is proposed insert "Not Applicable".

Confidentiality of Potential Supplier's Information

DRAFTING NOTE:

Identify any aspect of the Response, or any aspect of the proposed Contract, that you consider should be kept confidential, with reason.

The Customer will only agree to treat information as confidential in cases that meet the Commonwealth's guidelines and which the Customer considers appropriate. In the absence of the Customer's agreement, the Customer has the right to disclose any information contained in the Contract.

Add extra lines to the table as required.

Information to assist you to assess whether the Customer is able to treat particular information as confidential is available at: <https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-reporting-obligations-rmq-423>.

If none, type "Not Applicable".

Information to be kept Confidential	Reasons for Confidentiality Request

Regulatory and Sustainability Considerations

DRAFTING NOTE:

The Australian Government has a commitment to sustainable procurement practices. Sustainable procurement aims to reduce adverse social, environmental and economic impacts of purchased goods and services throughout their life. This includes considerations such as waste disposal and the cost of operations and maintenance over the life of the goods and services.

Provide a brief statement of how your organisation intends to comply with relevant regulations or provide sustainable procurement benefits.

You may wish to include information, where relevant to the Customer's Requirement, of your commitment to or targets for the following:

- **human rights and ethical employment practices** such as fair pay and avoiding slavery in the supply chain, preventing discrimination, support for worker's rights, supporting socially inclusive practices, work health and safety and fair work conditions
- **protection of the environment** such as recycling, sustainable resource use, prevention of pollution, climate change mitigation and environmental conservation
- **fair operating practices** such as including prevention/detection of fraud, payment of fair share of tax (including in supply chain), fair competition, fair contractual practices for subcontractors/consumers
- **consumers** such as fair marketing and consumer data protection and privacy
- **community involvement and development** such as involvement in community activities, education and culture, employment creation and skills development – including with vulnerable sectors of the community.

Additional Information

DRAFTING NOTE:

Any information included here should be relevant to this proposal and should be as concise as possible.

To facilitate the Customer's reporting responsibilities under the Indigenous Procurement Policy, if you are an Indigenous business, have Indigenous employees, or are proposing Indigenous subcontractors you should highlight that information here and explain how you will report the ongoing participation of Indigenous people in fulfilling the proposed Contract.

To facilitate the Customer's reporting responsibilities, if you are a business that primarily exists to provide the services of persons with a disability highlight that information here and explain how you will report ongoing participation of disabled people in fulfilling the proposed Contract.

The Commonwealth's Fraud Control Framework requires the Customer to manage risk of fraud and corruption as part of contracting and procurement activities. You should include details of controls (if any) you will have in place to prevent fraud and corruption against the Commonwealth.

This section should **NOT** be used to include generic marketing information that is not specific to the Requirement.

Part 5 – Total Costs to be incurred by the Customer

DRAFTING NOTE:

The information you provide in this section will be used to assess the total costs the Customer will incur under your proposal.

Pricing

Fixed Price (including all expenses)

DRAFTING NOTE:

Complete the following table including fixed prices for each item. Fixed prices must include taxes, duties and other government charges which may be imposed or levied in Australia and overseas, and all other costs associated with providing the services, including delivery fees where applicable.

Make sure you include, costs of any reporting and attending necessary meeting as well as any travel, accommodation and associated costs.

Add additional lines to the table as required.

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
Total Fixed Price for Services				

Adjustment to Fixed Pricing for Contract Variation/Extension

DRAFTING NOTE:

Explain how the above pricing would be adjusted, if a contract variation (for either an increase or decrease in the Requirement) was requested.

For example, if the contract is for a one-year period, what would the rates be in the second year? If the quantity of goods increased or decreased what would be the effect on price?

Proposed Payment Schedule

DRAFTING NOTE:

Complete the table below if you propose that progress payments be made.

Do not propose a payment schedule that reflects more than the value of the milestones or deliverables you have delivered at any stage.

This payment schedule is for the Fixed Fees and Charges portion of the arrangement only. Variable costs will only be reimbursed after they have been incurred and invoiced.

Note: The Customer may propose alternative payment arrangements.

If you are not proposing any progress payments type "Not Applicable".

Due Date	Milestone Description	Total Price (GST Exclusive)	GST Component	Total Price (GST Inclusive)
Total Milestone Payments				

Additional Facilities and Assistance

DRAFTING NOTE:

Should you require the Customer to provide facilities and assistance, in addition to that stated at *Facilities and Assistance Offered by the Customer* [Clause A.A.2(f)], provide details here. If no additional facilities or assistance required insert "Not Applicable".

If the pricing provided above is based on the provision of Additional Facilities and Assistance this should be stated below.

Non-Compliance

DRAFTING NOTE:

If your response is successful, you will be offered a Contract which incorporates the *Commonwealth Contract Terms* available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms>. The Terms have been designed to enable Commonwealth officials to comply with their legislated responsibilities and are therefore **NOT** negotiable.

If you have reasons why any of the *Additional Contract Terms* should be changed, complete the following table, as these additional terms may be negotiable.

Any costs the Customer would incur in obtaining legal advice (including in-house legal advice) or negotiating the Customer's Additional Contract Terms will be included in the Customer's total costs assessment.

Clause	Reason for Non-Compliance	Proposed New Wording

Evaluation Report

Contact the Procurement and Contracting Section by logging a job through the [Procurement portal](#) of ServiceNow if you require advice or support in relation to your procurement.

Please use your Tab key to navigate through this form and complete all required fields. Text fields will expand as you type.

KEY DETAILS

Title of the Procurement: Costings and impact analysis - pesticides and veterinary medicines licensing scheme

Reference Number: RD006856

Procurement Method (Select the procurement method by clicking in the relevant check boxes)

☐ Open Tender

☐ Request for tender via AusTender

☐ Standing offer (panel) - SON (enter SON of the panel used)

☐ Prequalified Tender

☒ Limited Tender

Approach to Market Date: 14 February 2022

Quote/Tender Closing Date: 28/02/2022

Suppliers that were approached for quotes: Booka Consulting Pty Ltd, i2i Development Global Pty Ltd, Yaran Business Services Pty Ltd, PricewaterhouseCoopers Indigenous Consulting Pty Ltd, Katagic Pty Ltd.

Suppliers that submitted a response: Yaran Business Services Pty Ltd

Were any submissions received after the closing time?: No

Were there any actual or potential probity issues during the procurement process?

No

EVALUATION TEAM

The Evaluation Team consisted of:

Name	Position Title	Branch and Division / Organisation	Role
s 22(1)(a)(ii)	Senior Adviser (A/g)	Deregulation Taskforce	Chair
	Adviser	Deregulation Taskforce	Member
	Adviser	Deregulation Taskforce	Member

EVALUATION PROCESS

The **procurement** was conducted in accordance with the Commonwealth Procurement Rules (CPRs) using the CCS ATM template to approach the market. The CCS Contract will be used to enter into an arrangement with the preferred supplier.

The **evaluation** was conducted in accordance with the selection criteria and any evaluation plan approved prior to the closing time.

Evaluation Criteria

Responses were evaluated against the following criteria;

1. Extent to which the potential supplier's response meets the customer's requirement set out in the approach to market documentation;
2. Potential suppliers proven capacity to provide the requirement; and
3. Whole of life costs to be incurred by the Customer.

Evaluation Methodology

Score	Rating	Description
5	Very Good	Full achievement of the requirements specified in the Request Documentation for that criterion. Demonstrated strengths, no errors, weaknesses or omissions.
4	Good	Sound achievement of the requirements specified in the Request Documentation for that criterion. Very few minor errors, risks, weaknesses or omissions, which may be acceptable as offered.
3	Satisfactory	Satisfactory achievement of the requirements specified in the Request Documentation for that criterion. Some errors, risks, weaknesses or omissions, which are possible to correct/overcome and make acceptable.
2	Poor	Minimal achievement of the requirements specified in the Request Documentation for that criterion. Several errors, risks, weaknesses or omissions, which are possible, but difficult to correct/overcome and make acceptable.
1	Unsatisfactory	Totally deficient and non-compliant for that criterion

FINDINGS OF THE EVALUATION TEAM

All assessed responses received were compliant with the mandatory terms for participation.

To achieve consistency, each Evaluation Team member individually evaluated the responses. The evaluation results were then discussed by the Evaluation Team and consensus obtained in relation to the merits of each Response. The outcome of the consensus discussion is documented in the Evaluation Worksheet Summary at [Appendix 1](#).

The Evaluation Team found that the Response from Yaran Business Services represents the best value for money due to the following:

- Yaran Business Services have substantial experience in project management.
- Marsden Jacob Associates have significant experience in agronomics and demonstrated a strong understanding of the needs and requirements under the approach to market.
- Both firms have been highly recommended by their referees.
- Part A of the revised meets the requirements as specified in the approach to market and is considered value for money; meeting our estimated project costs.

RECOMMENDATIONS

The Evaluation Team unanimously recommends that a Contract be entered into with Yaran Business Services.

The proposed Contract will commence on 10/03/2022 and end on 10/06/2022. The total cost for the contract term is \$100,000 (inclusive of GST).

The estimated maximum expenditure will be as follows:

Financial Year	Current	Next FY 1*	Next FY 2*	Other
Proposed Expenditure	\$100,000	\$Enter Amount	\$Enter Amount	\$Enter Amount

DELEGATE APPROVAL

Signature: _____

Paul Hubbard

Deregulation Taskforce, Regulatory Reform Division

8 March 2022

Appendix 1

Summary of Responses

Supplier Name	Was the response lodged on time?	Did the Suppliers Response meet any mandatory conditions?	Action taken if not compliant
Yaran Business Services	Yes	Yes	Not considered for evaluation

Group Evaluation Worksheet

SUPPLIER NAME	EVALUATION CRITERIA					OVERALL EVALUATION (Value for Money statement)
	1 Extent the response meets the requirements	2 Capacity to provide the requirement	3 Whole of life costs	4	Total Score	
Yaran Business Services, subcontracting: <ul style="list-style-type: none">Marsden Jacob AssociatesCarine ResearchSapere Research Group	4	5	4	N/A	13/15	s 47C

Commonwealth Contract – Services



Australian Government

Commonwealth Contract – Services

Reference ID: CD011056

Customer

Customer Name:	Department of the Prime Minister and Cabinet
Customer ABN:	18 108 001 191
Address:	PO Box 6500 CANBERRA ACT 2600

Supplier

Full Name of the Legal Entity:	Yaran Business Services Pty Ltd
Supplier ABN:	23 110 750 715
Supplier ACN:	110 750 715
Address:	6 St Georges Avenue Glandore SA 5037

Commonwealth Contract – Services

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

- a) it is terminated earlier; or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Thursday, 10 March 2022
Contract Term:	This Contract will terminate on Friday, 10 June 2022.
Contract Extension Option:	This Contract includes the following extension option(s): up to two (2) weeks extension of time only at the Customer's sole discretion.

Commonwealth Contract – Services

C.A.2 The Requirement

Requirement

The Supplier to undertake economic costings and impact analysis work, to help inform the Commonwealth Government's response to the *Independent Review of the Pesticides and Veterinary Medicines Regulatory System in Australia* (the Review).

The analysis will focus specifically on modelling the net productivity cost or benefit of implementing a licensing scheme to allow for safe and effective pesticides and veterinary medicines (PVMs) registered by internationally equivalent regulatory systems, but not available in Australia, to be supplied and used in Australia.

The analysis must deliver quantified costings, modelling and impact analysis on the net productivity cost or benefit of implementing the licensing scheme to the agricultural sector as well as specific grower or producer groups. In identifying impacts on specific grower or producer groups, the Supplier must also identify the regions in Australia in which they operate.

The contracted services will be conducted in milestones. Milestone 1 is project initiation, including an inception meeting with the Department and other key stakeholders to confirm how the project will be undertaken and managed. Milestone 2 will include modelling and will examine the net productivity impact (with consideration to benefits and costs) of introducing the licensing scheme. It will also provide insights from consultations to inform understanding of regulatory costs and the likely response and behaviours of the PVM industry to reforms and will deliver the draft report, including the quantified estimation of the costs and benefits and results. Milestone 3 includes feedback on the draft report in a meeting between the Department and the Supplier. Milestone 4 will deliver the final report.

The Supplier is expected to gather the relevant data to form the basis of their output. The Customer will provide a list of stakeholders for the supplier to contact. The final list of stakeholders will be agreed between the customer and the supplier.

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

C.A.2(b) Security Requirements

None Specified

C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. The Supplier will provide the Customer with a plan for approval.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

Commonwealth Contract – Services

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Milestone No.	Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
1	Inception meeting and provision of project plan	s 22(1)(a)(ii)	Meeting via teleconference, project plan via email to s 22(1)(a)(ii) s 22(1)(a)(ii) @pmc .gov.au	24/03/2022
2	Completion of Economic Modelling, and Delivery of draft report to the Customer's satisfaction	s 22(1)(a)(ii)	email, s 22(1)(a)(ii) s 22(1)(a)(ii) @pmc .gov.au	20/05/2022
3	Discussion of draft report	s 22(1)(a)(ii)	teleconference	27/05/2022
4	Delivery of final report	s 22(1)(a)(ii)	email, s 22(1)(a)(ii) s 22(1)(a)(ii) @pmc .gov.au	10/06/2022

C.A.2(e) Meetings

The Supplier is required to attend the inception meeting and meeting to discuss the draft report. The Customer may also request ad hoc meetings during the Contract period. The Supplier must also attend the ad hoc meetings, as requested by the Customer. Dates for ad hoc meetings will be agreed in writing via email by both parties.

C.A.2(f) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

The Customer will provide a list of stakeholders for the supplier to contact.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013* (PID Act). Prior to making a disclosure, refer to information available at: <http://www.ombudsman.gov.au/about/making-a-disclosure/information-for-disclosers>.

Commonwealth Contract – Services

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	Public Interest Disclosure Officer
Email Address:	publicinterestdisclosure@pmc.gov.au

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Complaints Officer
Email Address:	Complaints@pmc.gov.au

Commonwealth Contract – Services

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$100,000.00** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
24/03/2022	Milestone 1 - Inception meeting and provision of Project Plan	\$11,364.00	\$1,136.00	\$12,500.00
20/05/2022	Milestone 2: Delivery of a draft report to the Customer's satisfaction	\$50,000.00	\$5,000.00	\$55,000.00
27/05/2022	Milestone 3: Discussion of draft economic analysis report	\$18,181.00	\$1,819.00	\$20,000.00
10/06/2022	Milestone 4: Delivery of final report	\$11,364.00	\$1,136.00	\$12,500.00

Total Fixed Price for Services \$100,000.00 GST Inclusive

Adjustment to Fixed Pricing for Contract Variation/Extension

Not applicable, fixed priced contract.

Should the Customer elect to exercise the extension option, it will be a nil cost extension.

Commonwealth Contract – Services

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:


Estimated Date	Milestone Description	Payment Amount
24/03/2022 12:00:00 AM or upon Completion of the Milestone, whichever is the latter	Milestone 1: Inception meeting and provision of project plan	\$25,000.00
20/05/2022 12:00:00 AM or upon Completion of the Milestone, whichever is the latter	Milestone 2: Delivery of a draft report to the Customer's satisfaction	\$25,000.00
27/05/2022 12:00:00 AM or upon Completion of the Milestone, whichever is the latter	Milestone 3: Discussion of draft economic analysis report	\$25,000.00
10/06/2022 12:00:00 AM or upon Completion of the Milestone, whichever is the latter	Milestone 4: Delivery of final report	\$25,000.00

Commonwealth Contract – Services


C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Acting Senior Adviser
Currently: s 22(1)(a)(ii)
Telephone: 
Email Address: @pmc.gov.au
Postal Address: 10 National Circuit
Barton ACT 2600

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: s 22(1)(a)(ii)
Telephone: 
Email Address: @pmc.gov.au and s 22(1)(a)(ii) @pmc.gov.au
Postal Address: 10 National Circuit
Barton ACT 2600

The Customer's preferred method of invoicing is by email referencing CD011056.

C.A.4(c) Supplier's Contract Manager:

Name: David Muller
Position Title: General Manager
Telephone: 0417 811 529
Mobile: 0417 811 529
Email Address: David@yaranbiz.com.au
Postal Address: 6 St Georges Avenue
Glandore SA 5037

C.A.4(d) Supplier's Address for Notices

Name: David Muller
Position Title: General Manager
Email Address: David@yaranbiz.com.au
Postal Address: 6 St Georges Avenue
Glandore SA 5037

Commonwealth Contract – Services

C.A.5 Specified Personnel

Position/Role	Name	Current Security Clearance Level	Percentage of Total Project Time
Project Director and Quality review	Rick Callaghan	N/A	9.35%
Project Manager with primary responsibility for workshop design, development and delivery, report preparation and delivery	David Muller	N/A	9.90%
Project expert agricultural economist - economic analysis and modelling	s 47F	N/A	26.40%
Project expert agricultural economist - economic analysis and modelling		N/A	26.40%
Project expert - economic analysis		N/A	1.10%
Assisting with modelling and analytical components		N/A	4.40%
Assisting with modelling and analytical components		N/A	4.85%
Assisting with administrative tasks		N/A	4.40%
Desktop research and analysis of findings		N/A	11.00%
Assisting with analysis and review of key outputs and findings		N/A	2.20%

C.A.6 Subcontractors*

Full Legal Name	Postal Address	ACN / ABN / ACNR	Services to be Performed
The Marsden Jacob Unit Trust	Level 4, 683 Burke Rd, Camberwell VIC 3124	ABN 66 663 324 657 / ACN 072 233 204	As specified per the split of works by Specified Personnel, as shown above.

Commonwealth Contract – Services

Carine Research	150 Drayton Street, Bowden, SA 5007	26 780 424 871	As specified per the split of works by Specified Personnel, as shown above.
Sapere Research Group Limited	Level 5/171 Collins St, Melbourne VIC 3000	50 096 242 581	As specified per the split of works by Specified Personnel, as shown above.

Commonwealth Contract – Services

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

C.B.1 Intellectual Property

For the purposes of this clause, "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment

Where the Customer and the Supplier both have the capability to deliver and receive e-Invoices through the Pan-European Public Procurement On-Line (PEPPOL) framework and have agreed to use electronic invoicing (e-Invoicing), the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a business day, on the next business day.

In all other circumstances, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.

If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate available on the Australian Taxation Office website as it applies on the day the amount was due and payable expressed as a daily rate.

Commonwealth Contract – Services

C.B.4 Notifiable Data Breaches

Eligible Data Breach means an 'Eligible Data Breach' as defined in the *Privacy Act 1988* (Cth).

Personal Information means 'Personal Information' as defined in the *Privacy Act 1988* (Cth).

- a) If the Supplier becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Contract or its provision of the Goods and/or Services, the Supplier agrees to:
 - (i) notify the Customer in writing as soon as possible, which must be no later than within three (3) days of becoming aware; and
 - (ii) unless otherwise directed by the Customer, carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- b) Where the Supplier is aware that there are reasonable grounds to believe there has been, or where the Customer notifies the Supplier that there has been, an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Contract or its provision of the Goods and/or Services, the Supplier must:
 - (i) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
 - (ii) unless otherwise directed by the Customer, take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth); and
 - (iii) take any other action as reasonably directed by the Customer.

Commonwealth Contract – Services

Commonwealth Contract Terms

C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these *Commonwealth Contract Terms* have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct, and
- (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C.14 [*Liability of the Supplier*], C.C.17 [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Commonwealth Laws and Policies*], C.C.22(A) [*Access to Supplier's Premises and Records*], C.C.22(F) [*Fraud*] survive termination or expiry of the Contract.

C.C.8 Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by registered post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

Commonwealth Contract – Services

Commonwealth Contract Terms

The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to do so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) (*Delivery and Acceptance*), if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 (*Specified Personnel*) (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

- (a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer,
 - (b) is not a fit and proper person; or
 - (c) is not suitably qualified to perform the Services.
- Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002 (ACT)*, or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

- (a) the Customer acting in good faith, may at any time; or
- (b) the Supplier, acting in good faith, may notify that it wishes to terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

Commonwealth Contract – Services

Commonwealth Contract Terms

In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier, or
- (e) subject to the Customer complying with any requirements in the Corporations Act 2001 (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the Corporations Act 2001 (Cth), or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the Bankruptcy Act 1966 (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

Commonwealth Contract – Services

Commonwealth Contract Terms

C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services and must provide such reports and other information regarding compliance as reasonably requested by the Customer or as otherwise required by a relevant law or policy.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

A. Access to Supplier's Premises and Records: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

B. *Privacy Act 1988* (Cth) Requirements: In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

C. Confidential Information: Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

D. Security and Safety: When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

E. Criminal Code: The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

F. Fraud: For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

G. Taxation: The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.



The Commonwealth Contract Terms
are licensed under the Creative Commons
Attribution-NonCommercial-NoDerivatives 4.0 International
License (CC BY NC ND 4.0 INT).

Commonwealth Contract – Services

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A.[x] – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B.[x] – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C.[x] – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

"Additional Contract Terms" means the terms and conditions set out in the section of the Contract with the heading 'Additional Contract Terms'.

"Approach to Market or ATM" means the notice inviting potential suppliers to participate in the procurement.

"Closing Time" means the closing time specified in clause A.A.1 [*Key Events and Dates*].

"Contract" means the documentation specified in clause C.C.4 [*Precedence of Documents*].

"Contract Extension Option" means an option of a Customer to extend the term of a Contract for one or more additional time periods.

"Contract Manager" means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

"Contract Price" means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

"Correctly Rendered Invoice" means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

"Customer" means a party specified in a Contract as a Customer.

"Delivery and Acceptance" means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

"General Interest Charge Rate" means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

"Goods and/or Services" means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"GST" means a Commonwealth goods and services tax imposed by the GST Act.

"Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

Commonwealth Contract – Services

Commonwealth Contracting Suite (CCS) Glossary

"Material" means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"Moral Rights" means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

"Notice" means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"Requirement" means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading 'Requirement';
- b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading 'Requirement';
- c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

"Specified Personnel" means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified Personnel*].

"Statement of Requirement" means the section of the Approach to Market with the heading 'Statement of Requirement'.

"Statement of Work" means the section of the Contract, as the case may be, with the heading 'Statement of Work'.

"Supplier" means a party specified in a Contract as a Supplier.

Commonwealth Contract – Services

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any);
- b) Statement of Work;
- c) Commonwealth Contract Terms;
- d) Commonwealth Contracting Suite Glossary; and
- e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of the Prime Minister and Cabinet

ABN 18 108 001 191 by its duly authorised delegate in the presence of

Signature of witness

s 22(1)(a)(ii)

Signature of delegate

s 22(1)(a)(ii)

Name of witness (*print*)

s 22(1)(a)(ii)

Name of delegate (*print*)

Paul Hubbard

Position of delegate (*print*)

Assistant Secretary, PMC

Date:

10 March 2022

Executed by Yaran Business Services Pty Ltd ACN 110 750 715 ABN 23 110 750 715 in accordance with Section 127 of the *Corporations Act 2001*

Signature of sole director / company secretary

s 22(1)(a)(ii)

Signature of witness

s 22(1)(a)(ii)

Name of sole director / company secretary (*print*)

Richard Oliver Canaghan

Name of witness (*print*)

s 22(1)(a)(ii)

Date:

10 March 2022

Commonwealth Contract – Services

Procurement Plan

For assistance with this template or any other procurement matter, please log a job through the [Procurement](#) portal of ServiceNow.

Please use your Tab key to navigate through this form and complete all required fields. Text fields will expand as you type.

PROCUREMENT BACKGROUND AND JUSTIFICATION

The Deregulation Taskforce in the Department of the Prime Minister and Cabinet is seeking to engage a supplier to undertake economic costings and impact analysis work, to help inform the Commonwealth Government's response to the Independent Review of the Pesticides and Veterinary Medicines Regulatory System in Australia (the Review).

The analysis will focus specifically on modelling the net productivity benefits of implementing a licensing scheme to allow for safe and effective pesticides and veterinary medicines (PVMs) registered by internationally equivalent regulatory systems, but not available in Australia, to be supplied and used in Australia.

For example, the analysis could consider the identification of PVMs which are not currently available in Australia (or which do not have some uses approved in Australia) but which are registered by equivalent overseas regulators and would be candidates for the licensing scheme, if adopted.

The analysis must deliver quantified costings, modelling and impact analysis on the net productivity cost or benefit of implementing the licensing scheme to the agricultural sector as well as specific grower or producer groups. In identifying impacts on specific producer groups, the supplier must also identify the regions in Australia in which they operate.

The supplier is expected to gather the relevant data to form the basis of their output. The Deregulation Taskforce will provide a list of stakeholders for the supplier to contact.

Background

On 5 September 2019, Senator the Hon. Bridget McKenzie, Minister for Agriculture, appointed an independent panel of experts in regulation, agricultural production, veterinary medicines and human health to comprehensively review the regulatory framework for PVMs. The panel released the Review in July 2021.

The Review found that Australian agricultural producers and other users of PVMs do not have timely access (and sometimes any access) to new PVMs, compared to their overseas counterparts.

The Review recommended establishing a licensing scheme to allow for safe and effective PVMs registered by internationally equivalent regulatory systems, but not available in Australia, to be supplied and used in Australia. The Review estimated a new licensing scheme would provide a regulatory cost savings for industry of \$55 million over 10 years. This figure included consideration of application fees and timeframes, industry resources per application, and delay costs.

The cost savings were considered by the Review panel to be a conservative estimate and did not consider the potential flow on benefits for users of licensed products.

This work would provide an extra layer of economic analysis to the Commonwealth Government's response to the Review, being prepared by the Department of Agriculture, Water and the Environment.

ESTIMATED PROCUREMENT TIMETABLE

Distribution of Approach to Market to Suppliers: 14/02/2022

Closing Date for Responses: 28/02/2022

Response Evaluation Completed: 7/03/2022

Contract Start Date: 10/03/2022

Contract End Date: 10/06/2022

Maximum Extension Option: 24/06/2022

ESTIMATE OF COSTS

The estimated expenditure for the initial contract term is \$100,000 inclusive of GST. The potential maximum contract value including options, extensions or renewals is \$100,000 .

Financial Year	Current	Next FY 1*	Next FY 2*	Other
Proposed Expenditure	\$100,000	\$nil	\$nil	\$nil

Any expenditure will be funded from Cost Centre: K71

INDIGENOUS PROCUREMENT POLICY

The [Indigenous Procurement Policy \(IPP\)](#) provides Indigenous Australians with more opportunities to participate in the economy. The policy is intended to significantly increase the Commonwealth's rate of purchasing from Indigenous enterprises by giving Indigenous SMEs greater access to the most relevant Commonwealth contract opportunities. The IPP includes a mandatory set-aside that gives Indigenous SMEs the chance to demonstrate value for money first, before the procuring officer makes a general approach to the market.

This mandatory set-aside applies to all Remote Procurements and all other domestic procurements where the estimated value of the procurement is from \$80,000 to \$200,000 (GST inclusive), excluding procurements to which paragraph 2.6 and 10.3 of the CPRs apply, procurements through a Whole-of-Government arrangement or departmental panel arrangement that is specified as an exclusive purchasing agreement, and procurements where the purchase is made using an exemption to Appendix A of the CPRs.

- ☐ This proposed procurement is not between \$80,000 and \$200,000 and is not being delivered in a remote area.
- ☐ In accordance with the Indigenous Procurement Policy, Indigenous Business Direct was searched and no Indigenous Supplier(s) potentially available to provide the requirement were identified. See attached printout of database search conducted on [Click here to enter a date](#)
- ☒ In accordance with the Indigenous Procurement Policy, Indigenous Business Direct was searched and identified Indigenous Supplier(s) potentially available to provide the requirement. See attached printout of database search conducted on 20/01/2022. Businesses with relevant expertise were contacted for initial market research to clarify

PROCUREMENT METHOD

The Services will be procured through a limited tender.

The following supplier(s) will be approached:

Supplier Name
Booka Consulting Pty Ltd
i2i Development Global Pty Ltd
Yaran Business Services Pty Ltd
PricewaterhouseCoopers Indigenous Consulting Pty Ltd
Kategic Pty Ltd

If no suitable responses are received, this Procurement Plan will be reassessed and an alternative process will be considered.

STAKEHOLDER CONSULTATION

The proposed procurement will require the supplier to engage with stakeholders operating within the agricultural and veterinary medicines sector. As part of the assessment of the proposal, the Evaluation

Committee will assess the potential suppliers on their experience of engagement with the sector's industry stakeholders, their proposed consultation plan and their experience collecting quantitative information from stakeholders.

The Deregulation Taskforce will provide a list of stakeholders for the supplier to contact.

RISK ENGAGEMENT

No outstanding or potential issues or risks requiring mitigation have been identified at this time. Risks will continue to be monitored and reported as appropriate.

The procurement risk has been assessed and the assessment is provided at [Appendix 1](#). Risks will continue to be monitored and reported as appropriate.

DOCUMENT DISTRIBUTION AND RECEIPT

Panel documentation will be distributed by email, and responses will be received via email.

DOCUMENT DISTRIBUTION AND RECEIPT

The Evaluation Team will review responses to determine the best value for money outcome for the Commonwealth. The CCS Commonwealth ATM Terms clause A.B.12 (Evaluation) states the criteria for evaluation will encompass the:

- i. extent to which the Potential Supplier's Response meets the Customer's requirement set out in the ATM;
- ii. Potential Supplier's proven capacity to provide the requirement; and
- iii. total costs to be incurred by the Customer.

The Evaluation Team possess the necessary mix of technical/subject matter skills to effectively assess the submission. An evaluation report or value for money assessment will be provided to the appropriate delegate.

The proposed Evaluation Team is as follows:

Name	Position Title	Division/Company	Role
s 22(1)(a)(ii)	Senior Adviser (A/g)	Regulatory Reform Division	Chair
	Adviser	Regulatory Reform Division	Member
	Adviser	Regulatory Reform Division	Member

CONTACT OFFICER

Contact Name	Position Title	Division/Branch	Contact Phone
s 22(1)(a)(ii)	Senior Adviser (A/g)	Regulatory Reform Division	s 22(1)(a)(ii)

DELEGATE APPROVAL

Signature: _____

Paul Hubbard - Assistant Secretary

Deregulation Taskforce / Regulatory Reform Division / Domestic Policy Division

Date: [Click to enter date](#)

Appendix 1

Value for Money Assessment for RD006856: Costings and impact analysis – pesticides and veterinary medicines licensing scheme

This proposal is used to support the approval of commitments of relevant money for goods or services under the PGPA Act and is to be attached to the Procure to Pay contract record prior to submitting it to the Delegate in P2P for approval.

BACKGROUND

We are seeking to procure economic modelling services to help inform the Commonwealth Government's response to the Independent Review of the Pesticides and Veterinary Medicines (PVM) Regulatory System in Australia. The analysis will focus specifically on modelling the net productivity benefit of implementing a licensing scheme to allow for safe and effective PVMs registered by internationally equivalent regulatory systems, but not available in Australia, to be supplied and used in Australia. The Department of the Prime Minister and Cabinet is assisting the Department of Agriculture, Water and the Environment with informing the Government Response per the Overlapping Regulations Workpla

s 47C

CONTRACT TERM

Initial Contract Term	Start date: 10 March 2022	End date: 10 June 2022
Extension Options	Two weeks extension of time at the discretion of PM&C	

CONTRACT VALUE

The Delegate will be approving the **initial contract value** in accordance with Section 23.3 of the PGPA Act.

A separate approval is required for each extension option/variation that is undertaken and when value for money is reassessed.

The initial value of this procurement is \$100,000 (GST inclusive).

Financial Year	Current	Next FY 1*	Next FY 2*	Other
Proposed Expenditure	\$100,000	\$Enter Amount	\$Enter Amount	\$Enter Amount

* FYC values for each financial year are to be entered into separate line items in the 'Contract Schedule' section when entering the contract into Procure to Pay.

Account code – Cost centre: K71

Forward year commitments over \$80,000 will workflow through to Help-ManagementAccounting@pmc.gov.au to assess the forward year budget implications and assign a forward year commitment certificate number. For further information, please contact the Management Reporting and Governance Team (Help-ManagementAccounting@pmc.gov.au).

ESTIMATED WHOLE-OF-LIFE VALUE

Taking into consideration whole-of-life costs (extension options, additional features (within the original scope), maintenance etc.) the **total whole-of-life** value of the procurement is estimated at:

\$100,000 (GST Inclusive)

Note: the Delegate is not approving this amount. This gives the Delegate an indication of the whole-of-life cost. A separate approval is required for each extension option/variation that is undertaken and when value for money is reassessed.

INDIGENOUS PROCUREMENT POLICY (IPP)

It is a requirement under the Indigenous Procurement Policy Mandatory Set-Aside (IPP MSA) that Departments look first to Indigenous business for all procurements:

- Delivered in Remote Areas regardless of value (check the [RIPP Map](#)); and/or
- With an estimated whole-of-life cost between \$80,000 and \$200,000 (GST inclusive)

Note: whole-of-life cost = the initial value and any extension option/s

If the Indigenous business can deliver the goods or services on a value for money basis you **must** give the work to the Indigenous business.

Application of the Indigenous Procurement Policy

- ☒ This procurement **is** within the IPP MSA; therefore, the IPP **does** apply to this procurement. The following action was taken to comply:

The tender was undertaken per the IPP. Indigenous businesses were approached through supply nation and the chosen supplier is an Indigenous business.

- ☐ This procurement **is not** within the IPP MSA; therefore, the IPP **does not** apply to this procurement.

PROCUREMENT METHOD

Select the procurement method by clicking in the relevant check boxes.

☐ **Open Tender**

- ☐ Request for tender via AusTender
- ☐ Standing offer (panel)

☒ **Limited Tender**

Involves approaching one or more potential suppliers to make submissions when the process is not subject to the requirements for an Open tender

- ☐ Valued under \$80,000 (Inclusive GST)
- ☒ Valued at or above \$80,000 (Including GST) and meets a Condition for Limited Tender under paragraph 10.3 of the CPRs, or an exemption from Division 2 under Appendix A of the CPRs.

The preferred supplier is an Indigenous business approached through a limited tender in line with the IPP.

CONSULTANCY SERVICES

Non-corporate Commonwealth entities are required to identify on AusTender whether contracts are for the procurement of consultancy services. Guidance to assist in distinguishing between a consultancy and a non-consultancy contract is provided under the Commonwealth's Procurement Framework at:

<https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-consultancies>

Based on the published guidance, the proposed arrangement is:

- ☒ not a consultancy for reporting purposes.



Or

- ☐ is a consultancy for reporting purposes. Under the contract:
- a. the services involve the development of an intellectual output that assists with agency decision making;
 - b. the intellectual output will reflect the independent views of the service provider; and
 - c. the intellectual output is the sole or majority element of the contract in terms of relative value and importance.

If the consultancy is over \$80K there is a different approval process. Contact the procurement team.

HOW WAS VALUE FOR MONEY ACHIEVED?

Answer the following questions in the text boxes below. The information provided in this section of the assessment must be sufficient to demonstrate to the delegate that the proposed arrangement represents the proper use of the relevant money (i.e. the efficient, effective, economical and ethical) and must be commensurate with the scale and scope of the proposal:

1. *How did you approach the market i.e. Open Tender/Limited Tender.*
Limited tender
2. *How many suppliers, who did you approach, and why were these providers chosen?*
s 47C

3. *Who is the Preferred Supplier?*
Yaran Business Services
4. *Outline the key strengths in the preferred supplier's submission that demonstrated their capacity to deliver the services*
Yaran Business Services have substantial experience in project management. Marsden Jacob Associates have significant experience in agronomics and demonstrated a strong understanding of the needs and requirements under the approach to market and both firms have been highly recommended.
5. *How have you determined that the proposed cost is commensurate with the services e.g. fees are consistent with established market rates OR bids were received through a competitive market process?*
Fees are commensurate with estimated fees as calculated in the 2021-22 MYEFO Deregulation Agenda Submission.
6. *What will be the overall benefit to the business area and the department when the goods or services are delivered?*
s 47C


RISK RATING

A Risk Assessment must be completed for all procurements in a template commensurate with the scale and scope of the procurement.

As per the attached Risk Assessment, the highest level of risk rating arising from any risk associated with this procurement has been assessed as **Low**

OTHER REQUIREMENTS

	Yes / No / Not Applicable	Please provide further detail
Does the procurement involve a Contingent Liability ?	No	If 'Yes', provide details Click here to enter text.
Has the procurement been assessed as a Consultancy ?	Not a consultancy	If 'Yes', provide details Click here to enter text.
Does the Contract contain Confidentiality Provisions ?	No	If 'Yes', provide details of reasons for agreeing to keep the information confidential Click here to enter text.

NEXT STEPS

- Create a Detailed Contract in Procure to Pay to obtain Approval for Commitment of Relevant Money from an appropriate delegate.
- Execute a contract with preferred supplier – the Commonwealth Contracting Suite is mandated for all contracts less than \$200,000 (GST inclusive) (except purchases via credit card or panel arrangements).
- Your contract will be published on AusTender by the Procurement Helpdesk (if over \$10,000 GST inclusive).

Simple Risk Assessment for the Procurement of Costings and Impact Analysis – Pesticides and Veterinary Medicines Licensing Scheme

This risk assessment is used to determine the risk level of a proposed procurement process, the outcome of the procurement, and the contract management risk. This risk assessment is recommended for procurements under \$200,000 (GST inclusive) and for procurements from a panel arrangement. Procure To Pay users should attach this Risk Assessment to their Contract Requisition prior to submitting it to Procurement & Contracting for review.

Risk assessments must be undertaken in accordance with [Secretary's Instruction 1.1 - Managing Risk](#).

For assistance with this template or any other procurement matter, please log a job through the [Procurement](#) portal of Service Portal.

RISK MATRIX

Use the Risk Matrix below to determine the Likelihood and Consequence of a risk and then proceed to the Risk Appetite and Tolerance section to determine what action is required.

Risk	Likelihood of the risk occurring	Consequence of the risk occurring	Overall risk rating (Untreated) <i>(refer to the Risk Matrix)</i>
Strategic risk factors			
The procurement will impact negatively on the reputation of PM&C of the Commonwealth government.	<input checked="" type="checkbox"/> Rare <input type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input checked="" type="checkbox"/> Insignificant <input type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	LOW
The procurement will impact on the capability of PM&C to achieve its objectives.	<input type="checkbox"/> Rare <input checked="" type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input type="checkbox"/> Insignificant <input checked="" type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	MINOR
Proper procurement process will not be followed (e.g choosing the wrong procurement method, using the wrong templates, not complying with the CPR's)	<input checked="" type="checkbox"/> Rare <input type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input type="checkbox"/> Insignificant <input checked="" type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	LOW
Procurement planning risks			
There will be actual or perceived probity issues during the procurement process (e.g inappropriate contact with potential suppliers before or during the procurement or perceived conflict of interest).	<input checked="" type="checkbox"/> Rare <input type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input type="checkbox"/> Insignificant <input checked="" type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	LOW
The timeframes to conduct the procurement are impractical.	<input checked="" type="checkbox"/> Rare <input type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input checked="" type="checkbox"/> Insignificant <input type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	LOW

Risk	Likelihood of the risk occurring	Consequence of the risk occurring	Overall risk rating (Untreated) <i>(refer to the Risk Matrix)</i>
There are WHS concerns in conducting or not conducting the procurement (e.g construction work in a PM&C building or a procurement for the replacement of furniture that is not WHS compliant).	<input checked="" type="checkbox"/> Rare <input type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input checked="" type="checkbox"/> Insignificant <input type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	LOW
Approaching the market and evaluation			
The evaluation will not be transparent and defensible.	<input checked="" type="checkbox"/> Rare <input type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input checked="" type="checkbox"/> Insignificant <input type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	LOW
The proposed goods/services do not meet the specified requirements	<input type="checkbox"/> Rare <input checked="" type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input type="checkbox"/> Insignificant <input checked="" type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	MINOR
Potential risk of extensive contract negotiations exceeding proposed timeframes.	<input type="checkbox"/> Rare <input checked="" type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input type="checkbox"/> Insignificant <input checked="" type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	MINOR
Contract management			
Potential for goods/services to introduce health and safety risks to the workplace.	<input checked="" type="checkbox"/> Rare <input type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input checked="" type="checkbox"/> Insignificant <input type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	LOW
Potential for variations in scope and price.	<input type="checkbox"/> Rare <input checked="" type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input type="checkbox"/> Insignificant <input checked="" type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	MINOR
There is potential for poor supplier performance.	<input type="checkbox"/> Rare <input checked="" type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input type="checkbox"/> Insignificant <input checked="" type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	MINOR
The execution of the contract fails to deliver value for money for the department	<input type="checkbox"/> Rare <input checked="" type="checkbox"/> Unlikely <input type="checkbox"/> Possible <input type="checkbox"/> Likely <input type="checkbox"/> Almost Certain	<input type="checkbox"/> Insignificant <input checked="" type="checkbox"/> Minimal <input type="checkbox"/> Medium <input type="checkbox"/> Major <input type="checkbox"/> Severe	MINOR

RISK APPETITE AND TOLERANCE

If any risk associated with this procurement is assessed as High or Very High you should complete a [Detailed Risk Assessment](#) to identify appropriate treatment strategies for those risks.

The department's risk appetite is moderate, which reflects the importance of being able to engage with risk to pursue opportunities. Moderate risks should be treated further if possible. The acceptance of moderate risks can only be authorised at the AS level.

RISK RATIONALE

Please provide a rationale for acceptance of the risks identified in the risk assessment. For any risks identified as moderate please also demonstrate how the possible benefits of the procurement outweigh the consequences of the associated risks.

The overall risk rating for risks identified in the risk assessment are low or minor and therefore acceptable. It is not necessary to undertake further risk mitigation measures – although the risks will be monitored as the project progresses.

The Deregulation Taskforce will benefit from the provision of trusted economic modelling work to provide an extra layer of economic analysis to the Government's response to the *Independent Review of the Pesticides and Veterinary Medicines Regulatory System in Australia* (the Review). This work will complement other work being done by the Taskforce to support the Government's response to the Review.

RISK TOLERANCE

Based on the table below please determine if additional risk actions are required.

Risk Rating	Level of Action Required
Very High	Treatment strategies must be identified and implemented using the Detailed Risk Assessment.
High	
Moderate	Moderate risks may be acceptable if the possible benefits of the procurement activity outweigh the consequences of the associated risks.
Minor	Minor or low risks are acceptable to the Department but must be monitored to ensure that the risk does not change.

RISK MATRIX

The risk matrix table shows the relationship between the likelihood and the consequence/impact of risk to produce the overall level of risk.

Likelihood Ratings	Consequence Rating				
	Insignificant	Minimal	Medium	Major	Severe
Almost Certain	MINOR	MODERATE	HIGH	VERY HIGH	VERY HIGH
Likely	LOW	MINOR	MODERATE	HIGH	VERY HIGH
Possible	LOW	MINOR	MODERATE	HIGH	VERY HIGH
Unlikely	LOW	MINOR	MODERATE	MODERATE	HIGH
Rare	LOW	LOW	MINOR	MODERATE	HIGH

Consequence Ratings

Rating	Consequence Examples
Severe	<ul style="list-style-type: none"> PM&C loses the confidence of the Government Australia loses the confidence of the international community Risk event impacts on ability to meet a number of PM&C Strategic objectives Significant ongoing adverse publicity Significant financial loss impacting PM&C budget Success (real or perceived) of the PM&C summit unable to be achieved
Major	<ul style="list-style-type: none"> PM&C loses the confidence of the Government PM&C loses the confidence of other key stakeholders Risk event impacts on ability to meet a PM&C Strategic objective or a number of divisional objectives Negative media coverage Significant financial loss impacting PM&C budget
Medium	<ul style="list-style-type: none"> PM&C loses the confidence of Executive and senior management Risk event impacts on ability to meet a divisional objective or a number of branch objectives Financial loss with some impact on PM&C budget
Minimal	<ul style="list-style-type: none"> Risk event impacts on PM&C and/or program objectives in terms of quality and timing Some financial loss with little impact on budgets
Insignificant	<ul style="list-style-type: none"> Low impact

Likelihood Ratings

Rating	Likelihood of risk occurring
Almost certain	Expected in most circumstances – 90% or greater probability
Likely	Will probably occur in most circumstances – 60% to less than 90% probability
Possible	Might occur at some time and may be difficult to control due to external influences – 40% to less than 60% probability
Unlikely	Could occur at some time – 5% to less than 40% probability
Rare	May occur only in exceptional circumstances – Less than 5% probability

CONTRACT VARIATION FORM

CONTRACT AMENDMENT #1

TO CONTRACT: Economic modelling - pesticides and veterinary medicines
(PVM) reform

CONTRACT REFERENCE ID: CD011056

AUSTENDER CONTRACT ID: CN3858784

For the provision of:

services in undertaking economic costings and analysis work to help inform the Commonwealth Government's response to the Independent review of the PVM regulatory system in Australia.

Customer

Customer Name: Department of the Prime Minister and Cabinet
Customer ABN: 18 108 001 191
Address: 10 National Circuit
Barton ACT 2600
Contact Officer: s 22(1)(a)(ii)
Position: Acting Senior Adviser
Branch/Division: Regulatory Reform Division
s 22(1)(a)(ii)
Telephone: s 22(1)(a)(ii)
Email Address: s 22(1)(a)(ii)@pmc.gov.au

Supplier

Supplier Name: Yaran Business Services Pty Ltd
Supplier ABN: 23110750715
Supplier ACN: 110750715
Address: 6 St Georges Avenue
Glandore SA 5037
Telephone: 0417811529
Email Address: David@yaranbiz.com.au
Supplier Reference ID:

Contract Details

There will be no change to the Contract value as a result of other Contract changes.

The Contract changes as agreed by the Customer and the Supplier by email are as follows:

Contract Term

Current Contract End Date:	10/06/2022
New End Date:	24/06/2022

Contract Value

	Contract Value (GST exclusive)	GST	Total Contract Value (GST Inclusive)
Previous Contract Value (AUD)	\$90,909.00	\$9,091.00	\$100,000.00

Other Administrative Contract Changes

Clause Reference and Title	Old Text	Proposed New Text
C.A.2(d) Delivery and Acceptanc e	<p><i>text in table:</i></p> <p>Milestone No: 4</p> <p>Milestone Description: Delivery of final report</p> <p>Contact for Delivery: s 22(1)(a)(ii)</p> <p>Delivery Location/Email: email, s 22(1)(a)(ii)@pmc.gov.au</p> <p>Due Date: 10/06/2022</p>	<p><i>text in table:</i></p> <p>Milestone No: 4</p> <p>Milestone Description: Delivery of revised draft report addressing gaps.</p> <p>Contact for Delivery: s 22(1)(a)(ii)</p> <p>Delivery Location/Email: email, s 22(1)(a)(ii)@pmc.gov.au</p> <p>Due Date: 10/06/2022</p> <p>Milestone No: 5</p> <p>Milestone Description: Discussion of revised draft report</p> <p>Contact for Delivery: s 22(1)(a)(ii)</p> <p>Delivery Location/Email: teleconference</p>

		Due Date: 17/06/2022 Milestone No: 6 Milestone Description: Delivery final report Contact for Delivery: Caroline Pulis Delivery Location/Email: email, s 22(1)(a)(ii) @pmc.gov.au Due Date: 24/06/2022
C.A.3 Contract Price	<i>Text in table</i> Due Date 10/06/2022 Milestone Description Milestone 4: Delivery of final report Total Price GST Exclusive \$11,364.00 GST Component \$1,136.00 Total Price GST Inclusive \$12,500.00	<i>Text in table</i> Due Date 24/06/2022 Milestone Description Milestone 4: Delivery of final report Total Price GST Exclusive \$11,364.00 GST Component \$1,136.00 Total Price GST Inclusive \$12,500.00
C.A.3(a) Payment Schedule	<i>Text in table</i> Estimated Date 10/06/2022 12:00:00AM or upon Completion of the Milestone, whichever is the latter Milestone 4: Delivery of final report Payment Amount \$25,000.00	<i>Text in table</i> Estimated Date 24/06/2022 12:00:00AM or upon Completion of the Milestone, whichever is the latter Milestone 4: Delivery of final report Payment Amount \$25,000.00

Description of Contract Changes

The Customer will exercise the Contract Extension Option at C.A.1 to extend the contract end date from 10 June 2022 to 24 June 2022.

The milestones and associated payment schedule will also be amended.

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of the Prime Minister and Cabinet

Customer's Contract Manager

Name:

Paul Hubbard

Signature:

s 22(1)(a)(ii)

Date:



6 June 2022

Signed for and on behalf of Yaran Business Services Pty Ltd

Supplier's Contract Manager

Name:

Richard Oliver Canaghan

Position:

Managing Director

Signature:

s 22(1)(a)(ii)


Date:

6th June 2022


s 22(1)(a)(ii), s 47F , s 47G(1)(a)




s 22(1)(a)(ii), s 47F , s 47G(1)(a)



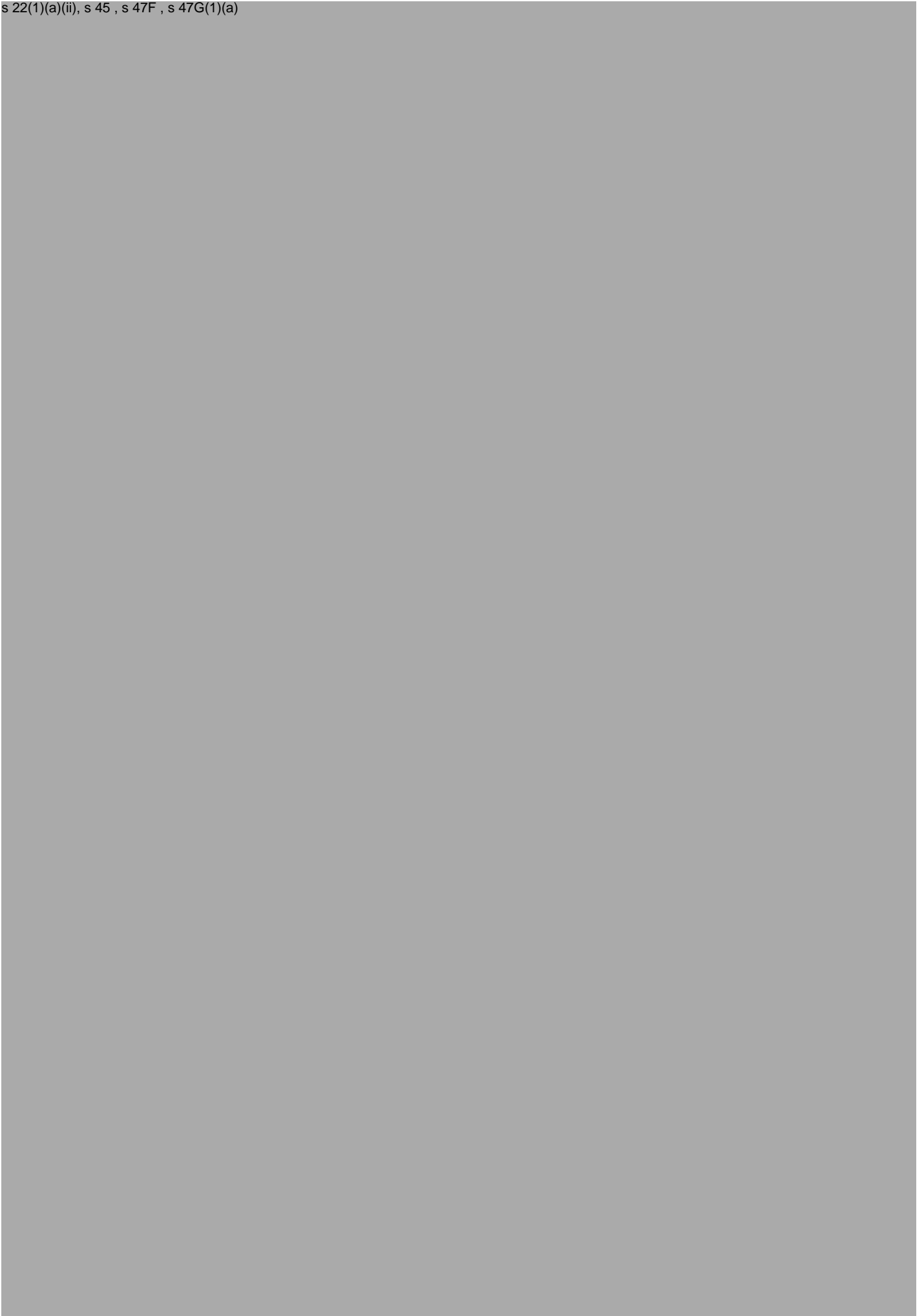
s 22(1)(a)(ii), s 47F , s 47G(1)(a)



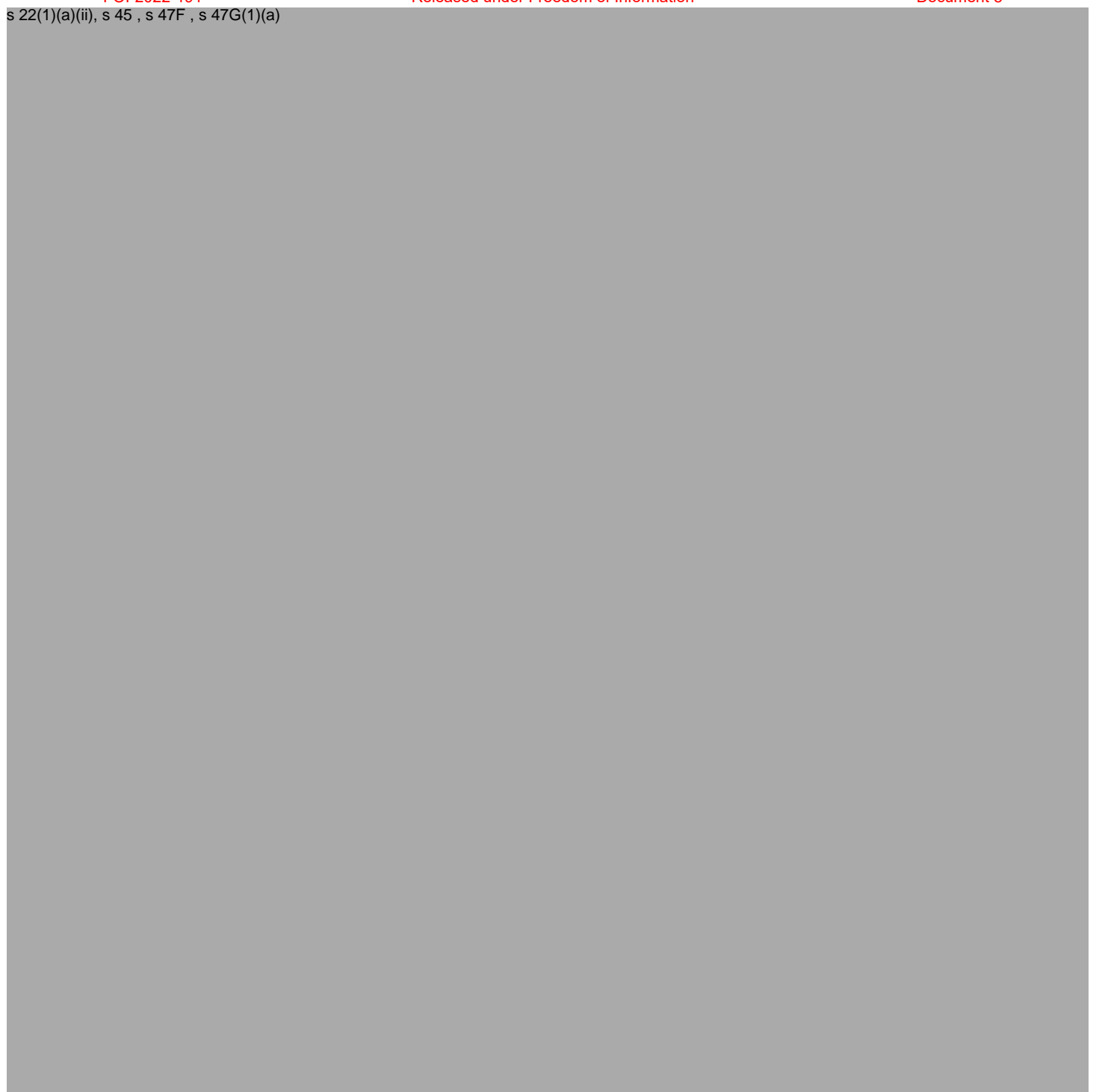
s 22(1)(a)(ii), s 47F , s 47G(1)(a)




s 22(1)(a)(ii), s 45 , s 47F , s 47G(1)(a)




s 22(1)(a)(ii), s 45 , s 47F , s 47G(1)(a)



s 22(1)(a)(ii), s 47F , s 47G(1)(a)




s 22(1)(a)(ii), s 47F , s 47G(1)(a)



Indigenous businesses offering economic analysis

§ 47C , § 47E(d)



s 47C , s 47E(d)

