

**OFFICIAL**

**FOOD STANDARDS AUSTRALIA NEW ZEALAND**

**REQUEST FOR TENDER**

**FOR THE PROVISION OF FOOD ANALYSIS SERVICES THROUGH  
A FOOD STANDARDS AUSTRALIA NEW ZEALAND LABORATORY  
PANEL**

**RFT NO 2025-26-181**

**RFT Details**

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This document is available until the Closing Time, 13 July 2026.

**Lodgement of Tenders**

Tenders must be lodged at the **Email Tender Box:**  
<mailto:tenders@foodstandards.gov.au> on or before the 'Closing Time' of  
2:00pm Canberra local time (AEST) on 13 July 2026.

Faxed, posted or hand delivered Tenders will not be accepted. Refer to Part A,  
paragraph 7.

**Late Tenders**

Late Tenders will not be accepted. Refer to Part A, paragraph 8.

**Contact Officer**

For all inquiries relating to this Request for Tender please contact:

Name: Keith Henderson

Food Standards Australia New Zealand

Email: [tenders@foodstandards.gov.au](mailto:tenders@foodstandards.gov.au)

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**PART A – Conditions of Tender**

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**1. Invitation to Tender**

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- 1.1. Food Standards Australia New Zealand (**FSANZ**) invites interested parties (**Tenderers**) to submit a tender (**Tender**) for the provision of Food Analysis Services (**Services**) through a Food Standards Australia New Zealand Laboratory Panel (the **Panel**) in accordance with this Request for Tender (**RFT**).
- 1.2. Tenderers should read all parts of this RFT carefully. Any Tenders that are not submitted according to this RFT may be excluded from evaluation.
- 1.3. Once established, successful Tenderers will be listed as Service Providers on the Panel, which may also be accessed by other agencies.
- 1.4. This RFT is an invitation to treat, and must not be construed, interpreted, or relied upon, whether by expression or implication as:
- a. an offer capable of acceptance by any person; or
  - b. creating any form of contractual (including a process contract), quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds (except in relation to Attachment 2: Tenderer's Deed).
- 1.5. No contract will be created in relation to a Tender until FSANZ and the preferred Tenderer(s) sign a formal contract based on the Draft Deed of Standing Offer (except in relation to Attachment 2: Tenderer's Deed). Notice by FSANZ to any Tenderer that it is, or is not, a preferred or successful Tenderer will not constitute an acceptance or rejection of any Tender.

**2. Key terms**

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- 2.1. The following table sets out the details of some key terms used in this RFT:

<b>Closing Time</b>	means the time specified as such in the RFT Details or any substitute time notified to the Tenderer.
<b>Contact Officer</b>	means the person specified by name or position in the RFT details or any substitute notified in writing to the Tenderer.
<b>Deed of Standing Offer</b>	an agreement substantially in the form of PART D – Draft Deed of Standing Offer to this RFT to be executed by FSANZ and the successful Tenderer (if any), as amended from time to time, and includes its schedules, annexures and attachments.

<b>Draft Deed of Standing Offer</b>	means the document set out in PART D – Draft Deed of Standing Offer
<b>FSANZ</b>	means Food Standards Australia New Zealand, a Commonwealth corporate entity established under section 12 of the <i>Food Standards Australia New Zealand Act 1991</i> (Cth) but does not include any Minister or Parliamentary Secretary responsible for the health or agriculture portfolio.
<b>Other Commonwealth Entities</b>	Commonwealth Entities (as defined in the PGPA Act) other than FSANZ.
<b>PGPA Act</b>	<i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
<b>Related Body Corporate</b>	has the meaning given in the <i>Corporations Act 2001</i> (Cth).
<b>Services</b>	means the services described in Item 2 of PART B – Statement of Requirement and includes any incidental services or functions required for the proper performance of the Services.
<b>Tender</b>	any Tender submitted in response to this RFT.
<b>Tenderer</b>	any entity which submits a Tender or, where the context requires, is proposing to submit a Tender.

2.2. Other capitalised terms not defined in this RFT have the meaning given in the Draft Deed of Standing Offer.

### **3. Industry Briefing**

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3.1. There will not be an industry briefing for this RFT.

### **4. Deed of Standing Offer**

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4.1. FSANZ proposes to enter into an arrangement with the successful Tenderer substantially in the form of the Draft Deed of Standing Offer set out in PART D – Draft Deed of Standing Offer.

4.2. FSANZ will actively administer the Deed of Standing Offer with the successful Tenderer(s) in a structured, consistent and accountable manner, making sure

value for money is continually achieved. The Deed of Standing Offer will be managed throughout the Deed Period to monitor performance, to make sure stakeholders are well informed and to ensure that the requirements of the Deed of Standing Offer are met.

- 4.3. In accordance with Resource Management Guide No. 417 *Supplier Pay On-Time or Pay Interest Policy*, the Deed of Standing Offer with the successful Tenderer(s) will, where applicable, include clauses to give effect to the policy set out in that Resource Management Guide.
- 4.4. The Tenderer acknowledges that the Draft Deed of Standing Offer will be available for access and use by Other Commonwealth Entities.
- 4.5. FSANZ expects that, on and from the Commencement Date, FSANZ and Other Commonwealth Entities should be able to enter into Work Orders with the successful Tenderer(s) under the Deed of Standing Offer.
- 4.6. FSANZ intends to manage any resulting Deed of Standing Offer in an open, honest and collaborative manner and expects Tenderers to reflect this philosophy in their proposed contract management approaches.

## **5. Enquiries by Tenderers**

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- 5.1. All enquiries by potential Tenderers for information or clarification should be in writing and addressed only to the nominated Contact Officer named in the RFT Details.
- 5.2. FSANZ will determine what, if any, response should be given to a Tenderer's question. FSANZ may circulate Tenderer questions and FSANZ's response to those questions to all other potential Tenderers without disclosing the source of the questions or revealing any confidential information of a Tenderer. Tenderers should identify in their question what, if any, information in the question the Tenderer considers is confidential. Inappropriate identification of information as confidential will be considered by FSANZ when determining what, if any, response will be given.
- 5.3. If, in the opinion of FSANZ, further information provided to one potential Tenderer should be provided to all potential Tenderers, such information will be distributed in the same manner as the original RFT.

## **6. Tender content**

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- 6.1. Should a potential Tenderer find any discrepancy, ambiguity, inconsistency, error or omission in this RFT document or any other information provided by FSANZ, they should notify FSANZ in writing as soon as possible, and in any case before the Closing Time so that FSANZ may take any corrective action it considers necessary.

## **7. Lodgement of Tenders**

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- 7.1. Tenders must be lodged electronically via email to the Email Tender Box, in accordance with the lodgement procedures set out in this RFT.
- 7.2. The Closing Time may be extended by written notice by FSANZ. Any notice of extension will be distributed in the same manner as the original RFT.

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- 7.3. Tenders must be lodged before the Closing Time.
- 7.4. FSANZ will be under no obligation to provide Tenderers with confirmation of delivery of Tenders.
- 7.5. Tenders are only taken to be lodged when a Tender has entered FSANZ's ICT system and is capable of being accessed and retrieved in full by FSANZ at the Email Tender Box email address.
- 7.6. Tenderers should take all steps to ensure that the Tender is free from anything that might reasonably affect useability, or the security or operations, of FSANZ's computing environment.
- 7.7. Tenderers should ensure that the Tender does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by FSANZ.
- 7.8. Tenders should be lodged in portable document format (pdf) or a format compatible with Microsoft Office.
- 7.9. Tenders lodged by email that would otherwise be larger than 20 megabytes should be compressed so they are less than 20 megabytes. If a single attachment is greater than 20 megabytes, respondents should contact the Contact Officer for assistance no less than 5 days prior to the Closing Time.
- 7.10. Scanned images of signed and/or initialled pages within the Tender are permitted. In the event that clarification is required, FSANZ may require a respondent to courier or security post the originals of the signature and/or initialled pages to FSANZ.
- 7.11. In lodging a Tender by email, the Tenderer warrants that it has taken reasonable steps to ensure that Tender files are free of viruses, worms or other disabling features which may affect FSANZ's computing environment.
- 7.12. The Tender file name/s:
  - a. should incorporate the RFT number to which the file relates;
  - b. should incorporate the Tenderer's entity name; and
  - c. should reflect the various parts of the Tender they represent, where the Tender comprises multiple files.
- 7.13. Tenders should be completely self-contained. No hyperlinked or other material should be incorporated by reference. All supporting material that is not directly related to this RFT should be provided in/on hard copy or unencrypted USB drive which should be received by the Contact Officer at the address specified, no less than 5 days prior to the Closing Time.
- 7.14. In the event that FSANZ requires clarification of a lodged Tender, the Tenderer may be required to courier or security post the originals of signed and/or initialled pages to FSANZ addressed to the Contact Officer and within the timeframe specified by FSANZ.

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**8. Late Tenders**

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- 8.1. Lodgement of Tenders before the Closing Time is entirely the Tenderer's responsibility.
- 8.2. Tenders lodged after the Closing Time will be deemed late and will be opened and registered separately.
- 8.3. Subject to paragraph 8.4, FSANZ will not admit a late Tender to evaluation.
- 8.4. FSANZ will only admit to evaluation late Tenders that have been received late solely due to mishandling by FSANZ.

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**9. Alterations, erasures, or illegibility**

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- 9.1. If the Tenderer become aware of any discrepancy, error or omission in the Tender after lodgement and wishes to lodge a correction or additional information, that material must be in writing and lodged in accordance with the above provisions and before Closing Time.
- 9.2. Any Tender in which prices are not clearly and legibly stated may be excluded from evaluation.

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**10. Notice of Addenda**

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- 10.1. FSANZ has the right to add, vary, supplement or clarify any aspect of this RFT, or to provide additional information in relation to this RFT, at any time by issuing an Addendum. A notice of any Addendum will be distributed in the same manner as the original RFT.
- 10.2. FSANZ will not accept any responsibility if a Tenderer fails to become aware of any Addendum, unless the failure to become aware is solely due to FSANZ's mishandling.
- 10.3. Tenderers acknowledge that they have no claim against FSANZ if they fail to become aware of any alteration, correction or notice in these circumstances.

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**11. Unintentional errors of form and illegible Tenders**

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- 11.1. If FSANZ considers that there are unintentional errors of form in a Tender, FSANZ may request the Tenderer correct or clarify the error but will not permit any material alteration or addition to the Tender.
- 11.2. FSANZ is not obliged to consider any Tender that it considers to be illegible. If FSANZ considers that all or part of a Tender is illegible for any reason, it may, at its sole discretion, seek clarification from the Tenderer, but is not obliged to do so.
- 11.3. To avoid doubt, an unintentional error of form is an error that FSANZ considers represents incorrect or incomplete information that is not consistent with the Tenderer's intentions and, if relevant, capabilities at the time the Tender was submitted.

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**12. Ownership of Tender documents**

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- 12.1. All Tender documents will become the property of FSANZ on lodgement.

- 12.2. Intellectual property rights in the Tender do not pass to FSANZ with the property in the Tender itself. However, FSANZ (and its officers, employees, agents, advisers, Ministers and their staff, and other Government representatives) is licensed to use and make copies of any Tender document to the extent necessary to conduct an efficient evaluation process and the preparation and management of any resultant arrangement.

### **13. Tender validity period**

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- 13.1. Subject to paragraph 16.1, lodging a Tender will constitute an offer by the Tenderer to provide the Services on the terms and conditions set out in the Draft Deed of Standing Offer. No changes, other than those necessary to complete the Draft Deed of Standing Offer, will be considered.
- 13.2. Offers in response to this RFT must remain open for 90 days from the Closing Time specified in the RFT Details.

### **14. Compliance**

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- 14.1. The Tenderer will be taken to agree and comply with all conditions of the RFT unless the Tenderer specifies otherwise and gives reasons for such.
- 14.2. Tenderers may choose not to comply with a condition or part of:
- a. the Draft Deed of Standing Offer set out in PART D – Draft Deed of Standing Offer; or
  - b. Statement of Requirement set out in PART B – Statement of Requirement.
- 14.3. Tenderers should detail the extent of and reasons for such non-compliance in Attachment 7: Statement of Compliance with Draft in PART C - Response Format and Evaluation Format and Evaluation. However, as non-compliance will be considered during the evaluation of Tenders, significant non-compliance may render a Tender ineligible for further evaluation.
- 14.4. Responses will be considered non-compliant where Tenderers in any way limit, qualify or make compliance conditional in their Tenders.

### **15. Consortium Tenders**

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- 15.1. FSANZ will only consider Tenders submitted by legal entities which are in existence, or unincorporated joint ventures (**consortia**) which have been established, at the Closing Time.
- 15.2. FSANZ will reject a Tender if it is submitted on the basis that two or more organisations will be jointly and severally liable.
- 15.3. A consortium may submit a Tender on the basis that one legal entity will take full responsibility. The Tender should provide full details of that legal entity, the consortium members and any proposed subcontractors.

### **16. Alternative Tenders**

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- 16.1. Tenders should comply with the requirements of this RFT. FSANZ may consider a Tender that does not fully conform with the Services (**Alternative Tender**) if:

- a. the Tenderer also lodges a Tender that conforms with the Services (as the case may be); and
  - b. the Alternative Tender:
    - i. proposes a solution that satisfies the functionality of the Services, including any identified essential requirements;
    - ii. separately identifies in detail the proposed alternative approach, contract terms, or solution;
    - iii. clearly specifies each instance of change (including the effect of the change on the Tenderer price); and
    - iv. clearly states the reasons for each instance of change and how the change is more beneficial to FSANZ than the approach required by the Services.
- 16.2. Failure to provide the information requested in paragraph 16.1 may result in FSANZ not considering the Alternative Tender.
- 16.3. Alternative Tenders may be considered at FSANZ's absolute discretion.

**17. Governing law**

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- 17.1. This RFT is to be interpreted in accordance with, and any matter related to it is to be governed by the law of the Australian Capital Territory. The courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter related to this RFT.

**18. Currency**

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- 18.1. Tendered prices should be inclusive of:
- a. GST (as defined in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth));
  - b. all costs of complying with this RFT; and
  - c. all costs associated with doing all things necessary for the due and proper completion of the proposed contract.
- 18.2. Any prices not stated in Australian dollars will be converted to Australian dollars using the exchange rate as it exists at the Closing Time for the purposes of evaluation.
- 18.3. Tenderers from the public sector should note that Competitive Neutrality requires that Government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership.
- 18.4. Tenderers from the public sector should demonstrate in their pricing that Competitive Neutrality requirements have been met, including:
- a. payment of relevant taxes and charges;
  - b. rates of return; and

c. cost of funds.

**19. Matters concerning Tender response**

19.1. Tenderers should address each of the evaluation criteria specified in the table below by completing the Tender Response Forms contained in PART C - Response Format and Evaluation (Attachments 1 to 7). Tenderers may include additional information in their Tenders, however the Tenderer's response to each of the Tender Response Forms will form the basis of the evaluation. Each Tender Response Form should commence on a new page.

Item	Evaluation Criterion	Required Information	Tenderer Checklist
1	Service delivery (see clause 2 of PART B – Statement of Requirement)	Tenderers should provide details of how they would provide the Services by completing Attachment 3: Service Delivery.in PART C - Response Format and Evaluation.	
2	Pricing information (see also paragraphs 16 and 18 of this RFT)	Tenderers should provide indicative pricing as per the table in Attachment 3: Service Delivery in PART C - Response Format and Evaluation.	
3	Tenderer's experience	Tenderers should provide details of their experience by completing Attachment 4: Tenderer's Experience in PART C - Response Format and Evaluation.	
4	Tenderer's management capability and key personnel	Tenderers should provide details about their management capability and key personnel by completing Attachment 5: Tenderer's Management Capability and Key Personnel in PART C - Response Format and Evaluation.	
5	Financial viability	Tenderers should complete Attachment 6: Financial Viability Questionnaire in PART C - Response Format and Evaluation.	
6	Tenderer's compliance with the Draft Deed of Standing Offer	Tenderers should indicate their compliance with the Draft Deed of Standing Offer by completing Attachment 7: Statement of Compliance with Draft in PART C - Response Format and Evaluation.	

- 19.2. Tenderers should provide their details by completing the form at in Attachment 1: Tenderer's Details PART C - Response Format and Evaluation.
- 19.3. Tenderers **must** complete and execute the Attachment 2: Tenderer's Deed in PART C - Response Format and Evaluation. This is a minimum content and format requirement.

**20. Evaluation of Tenders**

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- 20.1. FSANZ has established a team of staff to oversee and manage the Tender evaluation and selection process. Strict confidentiality will be maintained by the team in relation to information received and the proceedings of the team in managing the evaluation and selection process. FSANZ reserves the right to make available to advisers and third parties a copy of any Tender for evaluation purposes only. FSANZ will ensure that any adviser or third party involved in the evaluation process does not have any affiliation with any Tenderer.
- 20.2. Subject to paragraphs 23 and 24 of PART A – Conditions of Tender, FSANZ may at any time during the evaluation process reject any:
- a. Tenders which are incomplete or clearly non-competitive; and
  - b. Tenders or Tenderers which breach or fail to comply with any provision of this RFT,
- but FSANZ may still consider such Tenders and seek clarification under paragraph 22 of PART A – Conditions of Tender.
- 20.3. Tenders which have not been excluded from evaluation by FSANZ will be evaluated by FSANZ to identify the option that represents best value for money in accordance with the process and evaluation criteria described in paragraph 19.1. Value for money is a comprehensive assessment that takes into account:
- a. cost, represented by the assessment of price;
  - b. value, represented by technical assessment in the context of the risk profile presented by each Tender, including any request by a Tenderer to limit its liability under the Draft Agreement; and
  - c. financial and non-financial costs and benefits, including:
    - i. quality of the goods and services;
    - ii. fitness for purpose of the proposal;
    - iii. potential supplier's relevant experience, performance history and ethical conduct;
    - iv. flexibility of the proposal;
    - v. environmental sustainability of the proposed goods and services; and
    - vi. whole-of-life costs.
- 20.4. Tenders will be assessed on the basis of value for money consistent with FSANZ's purchasing policies. Best value for money is the core principle

governing the FSANZ's procurement and is enhanced by five supporting principles:

- a. encouraging competition;
  - b. efficient, effective and ethical use of resources;
  - c. accountability and transparency;
  - d. appropriate engagement with risk; and
  - e. alignment with the scale and scope of the business requirement.
- 20.5. FSANZ is not bound to accept the lowest priced Tender or any Tender. Tenderers whose Tenders are not accepted will be notified. FSANZ reserves the right to negotiate with any Tenderer or Tenderers, or to seek clarification of the contents of a Tender from a Tenderer.
- 20.6. Subject to paragraphs 22 to 25, Tenders will be evaluated against the evaluation criteria specified in the table contained at paragraph 19.1. FSANZ may take into account information provided by a Tenderer in response to one criterion in its evaluation of another criterion.
- 20.7. The evaluation criteria are not necessarily listed in any order of importance and may or may not be weighted. In addition, FSANZ may use material Tendered in response to one evaluation criteria in the evaluation of other evaluation criteria.
- 20.8. If additional evaluation criteria are intended to be applied for the purposes of evaluation, FSANZ will notify Tenderers who will be given an opportunity to respond.

**21. Security, probity and other checks**

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- 21.1. FSANZ may perform such security, probity and financial investigations and procedures as FSANZ may determine are necessary in relation to Tenderers, their employees, officers, partners, associates, subcontractors or related entities and their officers, employees and subcontractors.
- 21.2. Tenderers should promptly provide FSANZ with such information or documentation that FSANZ requires in order to undertake such investigations. FSANZ may exclude a Tender from further evaluation if the Tenderer does not promptly provide all reasonable assistance to FSANZ in this regard, or based on the outcomes of the investigations or procedures.
- 21.3. The Tender evaluation process may involve:
- a. visits to some or all Tenderers' sites;
  - b. demonstrations and/or testing of equipment or systems that are proposed as, or proposed to be used in connection with, the Services; or
  - c. discussions with, and/or visits to, customers or subcontractors of some or all Tenderers, whether or not the customers are provided as referees by a Tenderer.

- 21.4. FSANZ may seek presentations from, or interview Tenderers, as part of its evaluation process.
- 21.5. FSANZ may also make independent enquiries about any matters that may be relevant to the evaluation of a Tender.
- 21.6. Tenderers will be responsible for their own costs and expenses associated with site visits and demonstrations.

**22. Clarification, short-listing and negotiations**

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- 22.1. FSANZ may, at any time during the RFT process, including the evaluation process:
  - a. use any relevant information obtained in relation to a Tender (provided in the Tender itself, otherwise through this RFT or by independent inquiry) in the evaluation of Tenders;
  - b. seek clarification or additional information from any Tenderer for the purposes of Tender evaluation;
  - c. shortlist one or more Tenderers and seek further information from them;
  - d. forego any or both of the short-listing processes and negotiate directly with the Tenderer;
  - e. enter into negotiations or discussions with one or more Tenderers;
  - f. call for a further pricing offer on any aspect of a Tender either from Tenderers or Preferred Tenderers (this discretion should not detract from Tenderers submitting their best offers in response to this RFT);
  - g. enter into negotiations or discussions with one or more Tenderers;
  - h. subject to paragraph 22.2, discontinue negotiations or discussions with a Tenderer, whether or not the Tenderer has been notified that it is the preferred Tenderer;
  - i. make independent inquiries about any matters that may be relevant to the evaluation of a Tender;
  - j. select any number of Tenderers as final short-listed Tenderers and exclude all other Tenderers from evaluation;
  - k. negotiate with one or more persons who have not submitted Tenders or enter into a contract or other binding relationship for similar services to the Services outside the RFT process; and
  - l. request that the Tenderer, make a presentation, attend an interview for clarification or provide additional information regarding the Tender, or to demonstrate/support existing components of the Tender.
- 22.2. If FSANZ eliminates a Tenderer that is participating in negotiations, it will do so in accordance with any essential requirements and criteria for evaluation specified in this RFT.

- 22.3. If a presentation, interview or a site visit is required, or a referee is contacted, the presentation and interview or site visit or referee contact will form part of the evaluation process.
- 22.4. Tenderers should nominate in their Tender a person for the purpose of responding to any clarification requests which may arise during Tender evaluation or receiving other notices during the RFT process. Tenderers should include the name, address and contact details of that person in the form at Attachment 1: Tenderer's Details in PART C - Response Format and Evaluation. The person nominated by the Tenderer must be authorised to represent and bind the Tenderer in relation to this RFT.

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**23. Minimum content and format requirements**

- 23.1. Subject to paragraph 11, FSANZ will exclude a Tender from further evaluation if FSANZ considers that the Tender does not comply with any one or more of the following requirements which are minimum content and format requirements:
- a. the Tender is written in English;
  - b. measurements are expressed in Australian legal units of measurement; and
  - c. the Tender includes a substantially completed and signed Tenderer's Deed in the form provided (see Attachment 2: Tenderer's Deed in PART C - Response Format and Evaluation).

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**24. Conditions for participation**

- 24.1. FSANZ will exclude a Tender from further evaluation if FSANZ considers that the Tenderer does not comply with the condition set out in paragraph 15.1.

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**25. Additional information**

- 25.1. Tenderers may include additional information to any features of the Tender not covered by the requirements. This information, if considered of value, may be considered as part of the evaluation.

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**26. Tenderers to meet costs**

- 26.1. Tenderers are to meet all costs of responding to this RFT, including preparation, submission, postage, courier, lodgement and negotiation costs.

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**27. Tenderers to inform themselves**

- 27.1. Information in this RFT concerning current or past requirements, volumes, location, environment or other relevant matters has been prepared from information available to FSANZ and may not have been independently verified. Such information may be based on projections from information on available historical information which may not be accurate and may assume trends or events or other matters that may not be valid or eventuate as and when expected or at all. In addition, FSANZ does not guarantee that this information will remain true at any future point in time.
- 27.2. FSANZ has no liability to any Tenderer should any information or material provided with respect to this RFT or the Services be inaccurate or incomplete or

if actual volumes, locations, environments or other relevant matters vary from FSANZ's current expectations.

- 27.3. Tenderers are considered to have:
- a. examined the RFT and any documents referred to in the RFT and any other information made available in writing by FSANZ to Tenderers for the purpose of preparing a Tender;
  - b. examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies and other circumstances;
  - c. satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices;
  - d. made their own independent assessments of actual workload requirements under any resultant contract and all prices will be presumed by FSANZ to have been based upon Tenderers' own independent assessments; and
  - e. satisfied themselves as to the terms and conditions of the Draft Deed of Standing Offer and their ability to comply with the Draft Deed of Standing Offer.
- 27.4. Tenderers acknowledge that except where expressly provided for in this RFT, the Tenderer does not rely on:
- a. any statement, letter, document or arrangement whether oral or in writing or other conduct as adding to or amending this RFT other than amendments in accordance with paragraph 7; or
  - b. any warranty or representation made by or on behalf of FSANZ, except as are expressly provided for in this RFT.
- 27.5. Neither FSANZ nor its officers, employees or advisers will be liable to any Tenderer or any other person on the basis of any contract, of any promissory estoppel, quantum meruit or on any quasi contractual or restitutionary grounds or any rights with a similar legal or equitable basis whatsoever or in negligence as a consequence of any matter or thing relating or incidental to a Tenderer's participation in this RFT process, including instances where:
- a. a Tenderer is not invited to participate in any subsequent process as part of or following completion of this RFT process;
  - b. FSANZ varies the RFT process;
  - c. FSANZ elects to enter into a contract for all or any of the Services with any party, whether or not that party was a Tenderer in this RFT process;
  - d. FSANZ decides to terminate the RFT process or not to contract for all or any of the Services; or
  - e. FSANZ exercises or fails to exercise any of its other rights under or in relation to this RFT.

**28. Tenderer's confidential information**

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- 28.1. Subject to paragraph 28.4, FSANZ will treat as confidential all Tenders submitted by Tenderers in connection with this RFT.
- 28.2. FSANZ will not be taken to have breached any obligation to keep information provided by Tenderers confidential to the extent that the information is:
- a. disclosed by FSANZ to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or to prepare and manage any resultant contract;
  - b. disclosed to FSANZ's internal management personnel, solely to enable effective management or auditing of the RFT process;
  - c. disclosed by FSANZ to the responsible Minister;
  - d. disclosed by FSANZ in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
  - e. shared by FSANZ within FSANZ's organisation, or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests;
  - f. authorised or required by law to be disclosed;
  - g. in the public domain otherwise than due to a breach of the relevant obligations of confidentiality; or
  - h. disclosed with the written consent of the Tenderer.
- 28.3. Tenderers should also refer to paragraphs 32.1.b to 32.1.e.
- 28.4. FSANZ will only keep information contained in, or obtained or generated in performing, any arrangement entered into with the successful Tenderer, including any information sourced from the successful Tenderer's Tender, confidential in accordance with the terms of the Deed of Standing Offer (or any resultant Work Order). Tenderers should include in Attachment 7: Statement of Compliance with Draft in PART C - Response Format and Evaluation any request for such information to be treated as confidential following entry into the Deed of Standing Offer.
- 28.5. In considering whether to agree to keep information confidential under any resultant Deed of Standing Offer, FSANZ will have regard to principles on confidentiality in a procurement. Further information on the Commonwealth's confidentiality policy is available at <http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html>.

**29. FSANZ confidential information**

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- 29.1. Tenderers must not, and must ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs

of FSANZ, the Commonwealth or a third party acquired or obtained in the course of preparing a tender, or any documents, data or information provided by FSANZ and which FSANZ indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

- 29.2. FSANZ may require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to Tenderers) provided to Tenderers (and all copies of such information made by Tenderers) be:
- a. returned to FSANZ - in which case Tenderers will be required to promptly return all such information to the address identified by FSANZ; or
  - b. destroyed by Tenderers - in which case Tenderers will be required to promptly destroy all such information and provide FSANZ with written certification that the information has been destroyed.
- 29.3. Tenderers may only copy, record or disclose information referred to in paragraph 29.1 to Tenderer's personnel (including employees, agents, advisors or subcontractors), a Related Body Corporate of the Tenderer, or an officer, employee, or subcontractor of a Related Body Corporate of the Tenderer, or a person assisting the Tenderer, to the extent that the person to whom that information is disclosed needs to know the information for the purposes of the Tenderer:
- a. determining whether to respond to this RFT;
  - b. responding to this RFT; or
  - c. participating in the RFT process, including negotiating any Deed of Standing Offer arising out of this RFT,
- and provided that the Tenderer obtains from such other person an undertaking for, or the person is otherwise subject to, the same obligations of confidentiality as are applicable to the Tenderer in accordance with this paragraph 29.
- 29.4. Tenderers must if requested by FSANZ, provide confidentiality undertakings in a form specified by FSANZ before obtaining some or all of the information relating to this RFT, and may also require the Tenderer's officers, agents, employees, advisors or subcontractors to also provide confidentiality undertakings in a form specified by FSANZ.
- 29.5. FSANZ may, at its sole and absolute discretion, exclude from further evaluation any Tender lodged by a Tenderer who has engaged in any behaviour contrary to this paragraph 29.

### **30. Conflicts of interest**

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- 30.1. Tenderers should represent and declare in Attachment 2: Tenderer's Deed in PART C - Response Format and Evaluation whether, at the time of lodging their Tender, a conflict of interest concerning itself or a related entity exists, or might arise during the Deed Period or otherwise in relation to this RFT.
- 30.2. A conflict of interest means any matter, circumstance, interest, or activity affecting the Tenderer (including the officers, employees, agents and

subcontractors of the Tenderer) which may or may appear to impair the ability of the Tenderer to perform the contract diligently and independently. This includes relationships within the corporate or group structure to which the Tenderer belongs (including agencies with the same ownership, either wholly or in part, and Related Bodies Corporate) relevant to the provision of the Services more broadly.

- 30.3. A conflict of interest may exist if:
- a. Tenderers or any of their personnel have a relationship (whether professional, commercial or personal) with FSANZ's personnel involved in the evaluation of Tenders; or
  - b. Tenderers have a relationship with, and obligations to, an organisation which would affect the performance of the contract or would bring disrepute to or embarrass FSANZ.
- 30.4. If at any time prior to entering into the Deed of Standing Offer, an actual or potential conflict of interest concerning itself or a related entity arises or may arise for any Tenderer, that Tenderer should immediately notify the Contact Officer.
- 30.5. If a conflict of interest arises, FSANZ may:
- a. exclude the Tender from further evaluation;
  - b. enter into discussions to seek to resolve the conflict of interest;
  - c. impose conditions on the Tenderer for the management of the actual, potential, or perceived conflict of interest; or
  - d. take any other action it considers appropriate.
- 30.6. If the Tenderer is unable or unwilling to comply with the conditions imposed under paragraph 30.5.c, or otherwise resolve the actual or potential conflict of interest in a manner satisfactory to FSANZ, FSANZ may, at its sole discretion, exclude the Tender from further consideration.

## **31. Ethical Conduct**

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- 31.1. Employees of FSANZ are subject to the Australian Public Service (APS) Values and are bound by the APS Code of Conduct. The APS Values and Code of Conduct, as contained in Part 3 of the *Public Service Act 1999* (Cth).
- 31.2. It is expected that the values upheld, and the behaviour demonstrated by the successful Tenderer, its officers, employees, agents and subcontractors would be consistent with the APS Values and Code of Conduct.
- 31.3. It is also expected that both FSANZ employees and suppliers will achieve the highest level of ethical standards in their business relationships. FSANZ's Service Charter, can be viewed at [www.foodstandards.gov.au](http://www.foodstandards.gov.au).
- 31.4. Accordingly, it should be noted that FSANZ will exclude from evaluation, Tenders which have been compiled:

- a. with improper assistance of employees or, ex-employees of FSANZ or any consultants or advisors to FSANZ. It does not preclude Tenderers from using ex-employees or ex-Contractors or ex-Project Team members of FSANZ, provided that they have not been involved in the development of the tender and documentation; or
  - b. using information unlawfully obtained from FSANZ.
- 31.5. Tenderers must not:
- a. engage in misleading or deceptive conduct in relation to their Tenders or the RFT process;
  - b. engage in any collusive tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFT process;
  - c. attempt to solicit information from or influence improperly any current or former officer, employee, contractor or agent of FSANZ, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process;
  - d. engage in, or procure or encourage others to engage in, activity that would result in a breach of the Lobbying Code of Conduct or otherwise act in an unethical or improper manner or contrary to any law.
- 31.6. FSANZ may exclude from evaluation any Tender lodged by a Tenderer that has engaged in any behaviour contrary to this paragraph 31. In addition, FSANZ may refer the matter to the relevant Commonwealth, State or Territory authorities. This right is in addition to any other rights and remedies FSANZ may have under law or in any contract with a successful Tenderer.
- 31.7. Tenderers must not make false or misleading statements in their Tender.

## **32. Compliance with law and policy**

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- 32.1. Tenderers must familiarise themselves with all relevant Commonwealth legislation and policies relating to the RFT process and the provision of the Services including:
- a. Division 137.1 of the *Criminal Code* which makes it an offence to knowingly provide false or misleading information to a Commonwealth entity;
  - b. the *Freedom of Information Act 1982* (Cth) which requires Australian Government departments and agencies to provide access to certain documents in their possession;
  - c. the *Auditor-General Act 1997* (Cth) which allows the Auditor-General to conduct a review or examination, at any time, of any aspect of the operations of Australian Government agencies;
  - d. the *Ombudsman Act 1976* (Cth) which authorises the Ombudsman to investigate the administrative actions of Australian Government

departments and agencies and to investigate the actions of certain Australian Government contractors;

- e. the *Privacy Act 1988* (Cth) which aims to ensure that contractors and their subcontractors do not engage in an act or practice that would breach the Australian Privacy Principles if done by the Commonwealth. The Privacy Act also imposes obligations directly on contractors and subcontractors to comply with the Australian Privacy Principles;
- f. the *Work Health and Safety Act 2011* (Cth) which requires a person conducting a business or undertaking to ensure the health and safety of all workers; and
- g. the *Public Interest Disclosure Act 2013* (Cth) which aims to promote the integrity and accountability of the Commonwealth public sector.

32.2. FSANZ will not enter into a contract with Tenderers:

- a. that have been named in Parliament as not complying with the *Workplace Gender Equality Act 2012* (Cth);
- b. who have had a judicial decision against them (not including decisions under appeal) relating to employee entitlements and have not paid the claim;
- c. who are listed as a designated entity by the Minister for Foreign Affairs by notice in the Gazette under s 15 of the *Charter of the United Nations Act 1945* (Cth) or who intend to engage subcontractors who are listed as a designated entity by the Minister for Foreign Affairs by notice in the Gazette under s 15 of the *Charter of the United Nations Act 1945* (Cth). A consolidated list of such persons, entities and associated assets is maintained by the Department of Foreign Affairs and Trade under the *Charter of the United Nations (Dealing with Assets) Regulations 2008* and can be obtained from there; or
- d. who are listed on the list of organisations that are specified as a “terrorist organisation” by regulations made under the *Criminal Code Act 1995* (Cth).

Note: For a fact sheet on Commonwealth legislation that may apply to Australian Government contractors see [Fact sheet No 1.pdf](#).

### **33. Workplace Gender Equality**

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33.1. In performing any Services, the successful Tenderer will be required to:

- a. comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act); and
- b. if the term of the Deed of Standing Offer exceeds 18 months, provide a current letter of compliance within 18 months from the commencement date of the contract and following this, annually to FSANZ.

33.2. Tenderers should note that, if they are the successful Tenderer and during the term of the Deed of Standing Offer they become non-compliant with the WGE

Act, they must notify FSANZ. For further information about coverage of the WGE Act, contact WGEA on (02) 9432 7000.

- 33.3. Tenderers must indicate in the Tenderer's Deed (see Attachment 2: Tenderer's Deed in PART C - Response Format and Evaluation), whether or not they are a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of their Tender submission, or if selected as the preferred or successful Tenderer, upon request from FSANZ and prior to entering into any contract.

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**34. Compliance with the Commonwealth Supplier Code of Conduct**

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- 34.1. Tenderers should note that the Deed of Standing Offer will require the successful Tenderer (if any) to comply with the Commonwealth Supplier Code of Conduct.
- 34.2. A copy of the Commonwealth Supplier Code of Conduct is available at <https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct/commonwealth-supplier-code-conduct>.

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**35. Termination of the RFT**

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- 35.1. Without limiting any of its rights under this RFT, at law or otherwise, FSANZ may in its absolute discretion, suspend, defer or terminate the Tender process at any time if FSANZ determines that:
- a. none of the Tenders submitted represents value for money; or
  - b. FSANZ is required by law to do so;
  - c. no conforming or compliant Tenders are received (including no receipt of Tenders that meet the conditions for participation or the minimum content and format requirements);
  - d. the Commonwealth's needs or requirements have changed so as to make this RFT or part of this RFT redundant, unachievable within the scope of the Services or if to continue, would be inconsistent with FSANZ or Commonwealth requirements or policy;
  - e. no Tenderer is sufficiently capable of providing the Services or complying with the Draft Deed of Standing Offer;
  - f. termination of this RFT would be in line with any direction of the Australian Government; or
  - g. it is otherwise in the public interest to do so.

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**36. Public Statements**

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- 36.1. Tenderers must not:
- a. furnish any information;
  - b. make any statement; or
  - c. issue any document or other written or printed material,

concerning the acceptance of any Tender in response to this RFT, for publication in any media without the prior written approval of FSANZ.

- 36.2. FSANZ may exclude a Tender from further evaluation if the Tenderers does not comply with this requirement.

**37. Additional Rights of FSANZ**

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- 37.1. Without limiting other rights contained in this RFT, FSANZ may do any or all of the following at any time:
- a. seek amended Tenders or call for new Tenders;
  - b. accept a Tender without prior notice to any other Tenderer;
  - c. forward any clarification about this RFT to all known Tenderers on a non-attributable basis and without disclosing any confidential information of a Tenderer;
  - d. allow or not allow another legal entity to take over a Tender in substitution for the original Tenderer, including where an event occurs that has the effect of substantially altering the composition or control of the Tenderer or the business of the Tenderer;
  - e. allow, or refuse to allow, a Tenderer to enter into a Deed of Standing Offer in the name of a different legal entity to that which submitted the Tender;
  - f. enter into a contractual arrangement on terms different to those in the Draft Deed of Standing Offer;
  - g. conduct a subsequent procurement process in relation to all or any part of the Services described in this RFT and utilise information provided or obtained under or in connection with this RFT process for that purpose; and
  - h. publish or disclose the names of any Successful Tenderer(s) as a result of the evaluation of the Tenders.
- 37.2. Disclosure to Tenderers of any information concerning this RFT process is at the complete discretion of FSANZ unless expressly provided otherwise in this RFT.

**38. Debriefing of Tenderers**

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- 38.1. Tenderers may request an oral RFT debriefing following award of a contract. Tenderers seeking a debriefing should contact the Contact Officer.
- 38.2. Tenderers will be debriefed against the evaluation criteria set out in this RFT. A Tenderer will not be provided with information concerning other tenders, except for publicly available information such as the name of the successful Tenderer and the total price of the winning Tender. No comparisons with other Tenders will be made.

**39. Complaints**

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- 39.1. If a Tenderer has a complaint concerning this RFT or FSANZ's management of any aspect of this RFT process, the Tenderer should notify the Contact Officer

in writing of the existence of that complaint. The written notice should also provide details of the complaint.

- 39.2. To allow for prompt and effective investigation, Tenderers should provide the following information including:
- a. the title of this RFT and reference number;
  - b. the basis upon which the complaint is being lodged, including a clear statement regarding what the complainant considers was defective in the tendering process;
  - c. how the Tenderer or potential provider was affected by the alleged or proposed conduct of FSANZ in relation to this RFT;
  - d. supporting material; and
  - e. the outcome the Tenderer wishes to achieve from the complaint process.
- 39.3. On receipt of a notification of a complaint under this paragraph, the Contact Officer will, within 10 days, notify the Tenderer of the identity of the relevant FSANZ complaints officer for this RFT and of the next steps for the Tenderer to take in order to pursue the complaint. FSANZ complaints officer will be an officer of FSANZ who is and has been independent of the RFT process.

**40. Piggybacking permitted**

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- 40.1. FSANZ wishes to facilitate the policy of cooperative procurement as between FSANZ and Other Commonwealth Entities. Cooperative procurements allow other Commonwealth Entities to combine their requirements wherever practicable at the commencement of any new procurement, with a view to maximising combined purchasing power and overall value for money.
- 40.2. At the time of issuing this RFT, FSANZ is not aware of any requirement for any Other Commonwealth Entities procuring the Services. However, FSANZ wishes to facilitate Other Commonwealth Entities being able to procure the Services from a successful Tenderer in the future, on the same terms and conditions as FSANZ.
- 40.3. Accordingly, the Draft Deed of Standing Offer provides that a Tenderer must offer to provide the Services to Other Commonwealth Entities on the same terms and conditions as it provides to FSANZ (including price).
- 40.4. FSANZ makes no warranty, representation or assurance that any (or any number of) Other Commonwealth Entities, or any particular Other Commonwealth Entity, will accept the offer of a successful Tenderer to provide the Services to the Other Commonwealth Entities.
- 40.5. FSANZ will not undertake any evaluation on behalf of any Other Commonwealth Entities during its evaluation of this RFT. Other Commonwealth Entities will undertake their own evaluation if and when they wish to consider a successful Tenderer's offer to provide the Services to it.
- 40.6. Any decision by Other Commonwealth Entities to avail themselves of the offer by a successful Tenderer (if any) will result in a separate agreement with the Tenderer in respect of that agency.

## PART B – Statement of Requirement

### 1. Background

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1.1. FSANZ is an independent statutory agency established by the *Food Standards Australia New Zealand Act 1991* (Cth) (**FSANZ Act**). Working within a bi-national Food Regulation System involving the state, territory and federal governments of Australia and New Zealand, FSANZ sets food standards across the two countries. Section 13 of the FSANZ Act stipulates surveillance and monitoring of the food supply among the statutory functions of FSANZ.

FSANZ manages national and bi-national analytical food surveys to develop and maintain a scientifically robust evidence base around the safety of the food supply. These include comprehensive ongoing monitoring through the Australian Total Diet Study (**ATDS**) and targeted surveillance in response to emerging food safety issues. FSANZ surveillance and monitoring activities underpin effective identification, assessment, response and management of food safety concerns, through tailored regulatory and non-regulatory measures to protect public health and safety. They provide independent assurance of the effectiveness of the Food Regulation System and confidence amongst stakeholders that Australia (and New Zealand) have world leading and safe food supplies.

In addition, FSANZ is also responsible for maintaining the Australian Food Composition Database which requires regular analytical food surveys to generate high quality data on the nutrient content of Australian foods to support FSANZ monitoring and standards development work and a range of broader public health initiatives.

The purpose of this procurement is to establish a new FSANZ Laboratory Panel to support FSANZ surveillance and monitoring activities, including analysing food samples for chemicals, toxins, microorganisms, nutrients, antimicrobial susceptibility, and whole genome sequencing, and other Services outlined in paragraph 2.1 of Part B below.

### 2. Services

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2.1. Successful Tenderers will join FSANZ's Laboratory Panel. Membership on the Laboratory Panel does not guarantee that FSANZ will require any services from the Tenderer. If services are required, FSANZ may approach Laboratory Panel members based on information submitted in response to this RFT NO 2025-26-181 or alternatively request quotations from Laboratory Panel members. In this instance, quotations will be evaluated based on specific project requirements.

The Services are outlined below. Note that Tenderers are not required to provide all Services, and may be considered for membership on the Laboratory Panel based on offering one or more of the following Service categories:

- Purchase and/or collect food samples.
- Supply and coordinate the provision of food sample storage and transport kits to sampling officers nationally.

- Food sample storage, rapid transport (nationally), chain of custody and logistics management.
- Log and photograph food samples.
- Prepare food samples including subsampling, homogenization, pooling/compositing, and cooking as directed by FSANZ.
- Prepare, store, and transport pure culture isolates in a stable state and environment as directed by FSANZ.
- Analyse food samples for contaminants, agricultural and veterinary chemicals, toxins, allergens, nutrients, and other characteristics.
- Analyse food or other relevant samples for microorganisms, characterise the microorganisms (e.g. whole genome sequencing and phenotypic) and support the secure analysis and sharing of data as required within FSANZ and with Other Commonwealth Entities.
- Develop and validate methods in response to emerging issues and new analytical requirements.
- Advise FSANZ on metrology-related matters.
- Provide crisis response support, including rapid consultation and testing when required urgently.
- Long term storage of retention samples and/or microorganisms in a stable state and environment for an agreed period, usually 12 – 24 months.
- Coordinate secondary transport of food samples or microorganisms to other laboratories or locations as required.
- Securely store, manage, and share data relevant to the Services.
- Provide reports including but not limited to sample details, preparation details, analytical results, and quality assurance/quality control measures in a format specified by FSANZ.

**3. Outputs expected from the preferred Tenderer**

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- 3.1. Provision of reports including but not limited to sample details, analytical results, and quality assurance/quality control measures as requested by FSANZ.

**4. Time-frame**

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- 4.1. The resultant contract is expected to commence on 14 September 2026 and conclude on 14 September 2031.
- 4.2. The table below sets out FSANZ’s anticipated timeframe for the primary stages of this RFT process. With the exception of the Closing Time, the dates are indicative only and do not create an obligation on the part of FSANZ to take any action on the date specified. FSANZ may change any aspect of the timeframes at any time and is under no obligation to advise Tenderers of any change to the timeframes (with the exception of the Closing Time). Any amendment to the Closing Time will be made in accordance with paragraph 7.2 of this RFT.

**OFFICIAL**

Submission of Tenders by 2pm Canberra time (Closing Time)	13 July 2026
Preferred Tenderer(s) selected	24 August 2026
Standing Offer negotiations completed	7 September 2026
Standing Offer(s) signed and FSANZ Laboratory Panel commences	14 September 2026

**5. Communication issues**

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The successful Tenderer(s) and the FSANZ Project Manager will be in regular communication throughout the project.

## **PART C – Response Format and Evaluation**

### **1. Response Format and Evaluation**

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- 1.1. Before submitting a Tender, the Tenderer should read all RFT documents to understand FSANZ's requirements. A Tenderer's response to this RFT will be the sole source of information for the evaluation of the Tender.
- 1.2. A Tender should demonstrate the Tenderer's ability to efficiently and effectively perform the Services. Failure to meet this requirement will result in FSANZ, in its absolute discretion, excluding the Tender from further evaluation
- 1.3. In preparing their responses, Tenderers should ensure their Tenders clearly address the tender evaluation criteria. Tenders should include but not be limited to, the information aligned with each of the evaluation criteria in paragraph 19.1 of PART A – Conditions of Tender. Failure to satisfy any particular criterion specified in paragraph 19.1 of PART A – Conditions of Tender may result in FSANZ, in its absolute discretion, excluding the Tender from further evaluation.
- 1.4. Tenderers should ensure that their Tenders include, as a minimum, each of the Tender Response Forms attached to this PART C - Response Format and Evaluation (Attachments 1 to 7). Tenderers should note that submission of a completed and signed Tenderer's Deed (see Attachment 2: Tenderer's Deed) is a minimum content and format requirement (see paragraph 23.1.c of PART A – Conditions of Tender). Subject to paragraph 11 of PART A – Conditions of Tender, FSANZ will exclude from further evaluation a Tender that does not include a substantially completed and signed Tenderer's Deed.
- 1.5. The Tender should be submitted in a format that facilitates evaluation. The recommended format is as follows:
  - a. Executive summary;
  - b. Overview of the proposal;
  - c. Completed tender response forms (Attachments 1 to 7) including responses to the evaluation criteria specified in Paragraph 19 of PART A – Conditions of Tender); and
  - d. Supporting information.

**Attachment 1: Tenderer's Details**

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Tenderers should provide full responses in completing the following information to enable FSANZ to clearly identify the entity responding to the RFT.

Full name of Tenderer:
Trading or business name (and ABN / ACN / ARBN):
Tenderer's contact who is authorised to represent and legally bind the Tenderer (including name, address and other contact details):
<b>If a company</b>
The registered office:
The principal place of business:
The date and place of incorporation and the Australian Company Number:
Individual shareholders holding 20 per cent or more of any issued share capital:
Any related companies within the meaning of section 50 of the <i>Corporations Act 2001</i> (Cth):
<b>If a trustee</b>
Provide details of the relevant trust including a copy of the relevant trust deed (including any variations to that deed):

<b>If a partnership</b>
Provide details of the relevant partnership including a copy of the relevant partnership agreement:
<b>Subcontractors</b>
Please include a full explanation of any part of the Services which the Tenderer intends to subcontract to another entity, including the entity to which it intends to subcontract, the services the subcontractor would perform, any existing or past relationship between the subcontractor and any particular expertise or experience of the subcontractor.

## Attachment 2: Tenderer's Deed

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Tenderers must complete the Tenderer's Deed and include it in their Tender response (refer to paragraphs 19.1 and 23.1 of this RFT). Amendments may only be made where necessary to complete the Deed.

### DEED POLL

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This deed poll is made on <sup>^Insert date^</sup> in favour of Food Standards Australia New Zealand ABN 20 537 066 246 (**FSANZ**),

by: <sup>^Insert full legal name and ABN of Tenderer^</sup> (Tenderer)

#### 1. Context

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- 1.1. This deed poll is provided in connection with the FSANZ's Request for Tender in relation to the provision of food analysis services through a FSANZ Laboratory Panel (RFT).

#### 2. Interpretation

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- 2.1. In this deed poll, terms not otherwise defined have the meaning ascribed to them in the RFT.

#### 3. Compliance with RFT

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- 3.1. The Tenderer represents that it has read and understood, and that its Tender is submitted in accordance with, the RFT.
- 3.2. The Tenderer undertakes that it will continue to participate in the RFT process in accordance with the RFT and on the basis of its Tender.

#### 4. Offer

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- 4.1. The Tender constitutes an offer (Offer) to provide the Services on the terms and conditions set out in the Draft Deed of Standing Offer and accordingly is capable of immediate acceptance by the FSANZ so as to form a binding contract.
- 4.2. The Offer remains open for acceptance by FSANZ for the Offer Period. The Tenderer undertakes not to withdraw, vary or otherwise compromise the Offer during the Offer Period.
- 4.3. If directed by FSANZ, the Tenderer will execute a contract substantially in the form set out in PART D – Draft Deed of Standing Offer subject to any amendments noted in the Tenderer's completed Attachment 7: Statement of Compliance with Draft , without entering into further negotiation.
- 4.4. To the extent that the Tender does not include complete information relating to matters required for the completion of the Draft Deed of Standing Offer, FSANZ may complete the Deed of Standing Offer at its reasonable discretion, and the Tenderer must execute the resultant deed.

## **5. FSANZ's rights**

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- 5.1. The Tenderer acknowledges and agrees that:
- a. FSANZ's rights are as set out in the RFT and this deed poll, including FSANZ's right to exclude the Tenderer from the RFT process and that it agrees with FSANZ's rights made under the RFT;
  - b. it has relied entirely upon its own enquiries and inspection in preparing its Tender;
  - c. it has not relied on any representation, letter, document or arrangement, whether oral or in writing, or other conduct of FSANZ's, including as adding to or amending the RFT, except for any addendum issued by FSANZ that expressly adds to or amends the RFT;
  - d. FSANZ may provide any information collected or provided during the course of the RFT process to other Agencies and regulatory bodies;
  - e. FSANZ as a Commonwealth entity, is subject to legislative and administrative accountability and transparency requirements of the Commonwealth, including disclosures to Ministers and other government representatives, Parliament and its committees;
  - f. FSANZ can rely on the Tender in accurately assessing compliance with the RFT, risks and risk management options, and value for money in accordance with the RFT; and
  - g. no express or implied contract has arisen between the Tenderer and the Commonwealth in relation to the RFT or the Tender.

## **6. Confidentiality**

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- 6.1. The Tenderer will not, and will ensure that its employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of FSANZ, the Commonwealth or a third party acquired or obtained in the course of preparing a Tender, or any documents, data or information provided by FSANZ and which FSANZ indicates to Tenderers is confidential or which Tenderers know or ought reasonably to know is confidential.

## **7. Ethical Dealing**

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- 7.1. The Tenderer represents that its Tender has been compiled without the improper assistance of any current or former FSANZ officer, employee, contractor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to FSANZ.
- 7.1.1. The Tenderer represents that:
- a. it has no significant deficiency in the performance of any substantive requirement or obligation under any prior contract with FSANZ or any Other Commonwealth Entity which would materially and adversely affect the Tenderer's ability to provide the Services as required; and

- b. it has the skills and resources (including corporate and financial resources), or will be able to obtain such skills and resources, likely to be required to properly provide the Services in accordance with the requirements set out in this RFT (in particular, PART D – Draft Deed of Standing Offer and the Statement of Requirement).

7.2. The Tenderer represents that it has not:

- a. engaged in misleading or deceptive conduct in relation to its Tender or the RFT process;
- b. engaged in any collusive Tendering, anti-competitive conduct, or any other unlawful or unethical conduct with any other Tenderer, or any other person in connection with the preparation of their Tender or the RFT process;
- c. attempted to solicit information from or influence improperly any current or former officer, employee, contractor or agent of FSANZ, or violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the RFT process;
- d. communicated with any other potential Tenderer about this RFT process;
- e. used any information used in the preparation of the Tender that was sourced from FSANZ and is not publicly available; and
- f. otherwise acted in an unethical or improper manner or contrary to any law.

## 8. **Contact with FSANZ**

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8.1. The Tenderer represents that, to the best of its knowledge:

- a. neither the Tenderer, nor any personnel (including proposed subcontractors) of the Tenderer, is or has been:

OR **[delete as applicable]**

- b. the Tenderer and/or its personnel (including proposed subcontractors) have, as specified below, been:
  - i. a member of a Committee of FSANZ; or
  - ii. a member of staff of FSANZ; or
  - iii. a contractor for FSANZ.

*Insert details of contact with FSANZ*

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**9. Conflict of Interest**

- 9.1. The Tenderer represents that, having made all reasonable enquiries the following represents its only known actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Services: **^Insert list or, where no conflict exists, write 'none'^.**
- 9.2. The Tenderer undertakes to advise FSANZ in writing immediately upon becoming aware of any actual or potential conflicts of interest in respect of the RFT, its Tender or the provision of the Services.

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**10. Security, probity and other checks**

- 10.1. Without limiting this clause 10.1 of this deed poll, The Tenderer consents and has obtained, or will obtain, all necessary consents (including from subcontractors, Related Bodies Corporate, related entities and its respective officers or employees), to FSANZ and FSANZ personnel:
- a. performing such security checks as required, including supply chain, probity, due diligence and financial investigations and procedures as FSANZ, at its sole and absolute discretion, may determine are necessary (including in relation to the Tenderer, current or proposed Tenderer personnel, subcontractors, partners, associates, Related Bodies Corporate or related entities); and
  - b. seeking any financial information required for the purpose of establishing the financial viability of the Tenderer.
- 10.2. The Tenderer agrees to provide at its cost, all reasonable assistance to FSANZ and its nominees to assist it in performing the investigations and procedures referred to in clause 10.1 of this deed poll.

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**11. Employee entitlements**

- 11.1. The Tenderer represents that, having made all reasonable enquiries, as at the date of this declaration, it is not subject to any judicial decisions or any resulting order relating to employee entitlements (not including decisions under appeal) which claims have not been paid.

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**12. Lobbying Code of Conduct**

- 12.1. The Tenderer represents and warrants that it has not engaged in, or procured or encouraged others to engage in, activity that would result in a breach of the Lobbying Code of Conduct where its activities fall within the scope of the Lobbying Code of Conduct:  
<https://www.ag.gov.au/integrity/publications/lobbying-code-conduct>.

**13. Workplace Gender Equality Requirements**

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- 13.1. The Tenderer understands that it is obliged to indicate whether or not it is covered by the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act). The Tenderer is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

Note: Tenderers must choose one of the following:

- 13.2. The Tenderer confirms that it is a relevant employer. The Tenderer has attached a current letter of compliance as part of its Tender which indicates its compliance with the *Workplace Gender Equality Act 2012* (Cth).
- OR
- 13.3. The Tenderer confirms that it is a relevant employer. If selected as the preferred or successful Tenderer, the Tenderer will upon request from FSANZ provide a current letter of compliance prior to entering into any contract. The Tenderer acknowledges that failure to provide a current letter of compliance when requested will result in it losing its status as the preferred or successful Tenderer.

**14. Survival**

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- 14.1. This deed poll survives the termination or expiry of the RFT.

**15. Applicable Law**

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- 15.1. The Tenderer agrees that the laws of the Australian Capital Territory apply to this deed poll. The Tenderer submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

**16. Termination and amendment**

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- 16.1. This deed poll must not be unilaterally terminated or amended unless such termination or amendment is reduced to writing and agreed in writing by the Department.

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**EXECUTED AS A DEED POLL** for the benefit of Food Standards Australia New Zealand  
[Option 1: Execution block for company incorporated under the *Corporations Act 2001* (Cth)]

Executed by **^Insert name and ABN^** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of company secretary/director *^delete position as appropriate^*

\_\_\_\_\_  
Full name of director who states that they are a director of **^Insert company name and ABN^**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full name of company secretary/director *^delete position as appropriate^* who states that they are a company secretary/director *^delete position as appropriate^* of **^Insert company name and ABN^**

\_\_\_\_\_  
Date

[Option 2: Execution block for execution by power of attorney for the Tenderer]

Signed, sealed and delivered by **^Insert name and ABN^** as attorney under power of attorney dated **^Insert date^** in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of attorney

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Full name of attorney

\_\_\_\_\_  
Date

**[Option 3: Execution block for partnership]**

Signed, sealed and delivered for and on behalf of **^Insert partnership name^** by a partner of that partnership under the authority of **^Insert name of authorising document^** dated **^Insert date^** in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of partner

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Full name of partner

\_\_\_\_\_  
Date

**[Option 4: Execution block for companies not incorporated in Australia]**

Signed, sealed and delivered for and on behalf of **^Insert name of foreign corporation^** in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of authorised signatory

\_\_\_\_\_  
Full name of witness

\_\_\_\_\_  
Full name of authorised signatory

\_\_\_\_\_  
Date

**Note to Tenderers:**

*Above are four different execution blocks for signing the deed poll on behalf of FSANZ. Depending on your entity type, a different execution block may be required.*

*Please ensure you obtain appropriate advice and execute the deed poll correctly, having regard to your entity type. If a different execution block is required, please insert above.*

**A summary of each sample execution block is below:**

**Option 1:** *Execution block for company incorporated under the Corporations Act 2001 (Cth).*

*Please ensure either two directors or a director and company secretary sign this Deed Poll, unless you are a sole director, in which case this fact should be made clear in this Deed Poll.*

**Option 2:** *Execution block for execution by power of attorney for the Tenderer. If a power of attorney is used, please provide a copy of the power of attorney.*

**Option 3:** *Execution block for partnership. If signing as a partnership, please provide evidence of authority to sign on behalf of the partnership.*

**Option 4:** *Execution block for companies not incorporated in Australia. If signing as a foreign entity, the company should:*

- (a) if registered in Australia, include the company's ABN or ARBN (or if not registered in Australia, include any equivalent registration number in its jurisdiction of incorporation, in the place of the ABN or ARBN);
- (b) use an appropriate execution block (such as the example block provided above for Option 4);
- (c) state the company's jurisdiction of incorporation;
- (d) execute the Deed Poll in accordance with the relevant requirements of the jurisdiction of its incorporation; and
- (e) on request from FSANZ and at the expense of the Confidant, provide a legal opinion from:
  - (i) a legal practitioner registered to practise in the relevant jurisdiction confirming that the Deed Poll has been executed in accordance with the relevant requirements of the jurisdiction in which it has been executed, and is valid and legally binding on the relevant company; and
  - (ii) a legal practitioner registered to practise in Australia, confirming that the Deed Poll is enforceable in the Australian Capital Territory.
- (f) The legal opinions should also confirm that the relevant company has validly and irrevocably appointed an Australian based law firm as its agent for acceptance of service of proceedings by FSANZ for breach of the Deed Poll.

**Attachment 3: Service Delivery**

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Tenderers should explain in detail how they would provide the Services to meet the high standards required by FSANZ, including the procedures and processes they would implement to perform and manage the Services. See PART B – Statement of Requirement, Item 2.1.

Depending on the Services offered, supporting explanatory information should include:

- a. laboratory/facility locations;
- b. details of accreditation (NATA, IANZ etc.), including current scope of accreditation and pending accreditation;
- c. details of laboratory facilities and equipment;
- d. currently available analytical tests including the information in the table below;
- e. contingency plans for equipment failure, consumables/supply chain disruptions etc;
- f. any Australian, New Zealand, International or other Industry standards that the Tenderer will comply with in delivery of the Services.
- g. any other supporting information to demonstrate ability to perform the Services; and

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<b>Test category</b>	<b>Analyte(s) and/or measured characteristic</b>  Lists of specific analytes (e.g. multi-analyte screens) can be provided in separate attachments	<b>Food matrices</b>  Validated food matrices  (if applicable)	<b>Description of analytical method</b>  e.g. Method of quantification, detection or enumeration (ICP-MS, LC-MS/MS, HPLC, PCR etc.)  Method reference (if applicable)	<b>Method accreditation details</b>  NATA, IANZ etc.	<b>Indicative price (\$ ex GST per sample)</b>  Typical range of sample numbers is 100 to 1000 samples per survey
<b>See examples below</b>					
Contaminants	Metals (As, Cd, Hg, Pb etc.)  Non-metals  Natural toxicants				
Agricultural and veterinary chemicals					
Nutrients	Macronutrients, Vitamins etc.				
Microbiological	Detection / enumeration of microorganisms, Listeria, <i>Campylobacter</i> , <i>Salmonella spp.</i> etc.				

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	Isolate purification Whole genome sequencing Antimicrobial resistance				
Other					

**Attachment 4: Tenderer's Experience**

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Tenderers should provide details of their past performance and experience in providing services similar to the Services. Tenderers should provide contact details for at least two recent clients of the Tenderer who are prepared to act as referees and a description of the services supplied by the Tenderer to each referee.

**Attachment 5: Tenderer's Management Capability and Key Personnel**

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Tenderers should provide details about their management capability. Tenderers should also provide information regarding any key personnel who would perform the Services, including the skills, experience and qualifications of those personnel. Details regarding management capability and key personnel should cover key areas of laboratory operations including:

- a. different locations;
- b. key management functions; and
- c. key technical discipline areas.

**Attachment 6: Financial Viability Questionnaire**

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Tenderers should complete the following questionnaire and provide sufficient information to enable FSANZ to determine the financial viability of the Tenderer. Tenderers should provide explanations of areas not addressed or items not provided.

Financial Information

Attached

Audited financial statements including a copy of the auditor's statement	Yes/No
Annual report	Yes/No
Copy of certificate of currency for public liability insurance	Yes/No
Copy of certificate of currency for workers compensation insurance	Yes/No
Copy of certificate of currency for professional indemnity insurance	Yes/No
Details of any petitions, claims, actions, judgements, or decisions, etc. Which is likely to adversely affect your performance of the contract.	Yes/No

The operating entity is:

Sole Trader  
Partnership

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(Please ~~strike through~~ non-applicable types.)

Association  
Company  
Trust  
Government.

The operating entity has been in business for:

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

(Please ~~strike through~~ non-applicable periods.)

### Financial statement summary – A\$

Item	Year to date	Previous financial year	Next to previous financial year
Operating income			
Interest paid			
Net operating income			
Dividends / distributions / drawings paid			
Cash at bank			
Total current / financial assets			
Total assets			
Level of debt			
Total current liabilities			
Total liabilities			
Total equity			

### **Attachment 7: Statement of Compliance with Draft Deed of Standing Offer**

Tenderers submit their Tenders on the basis that they comply with all requirements of the RFT. In the case of the Draft Deed of Standing Offer, Tenderers' compliance is subject to any exceptions noted in their response to this Schedule.

Tenderers should indicate compliance with each provision of the Draft Deed of Standing Offer including all schedules and attachments, taking into account any amendments to those provisions that may have been issued by FSANZ during the RFT process. Tenderers should note that the extent of non-compliance will be a factor in the evaluation process. The compliance statement will form the basis for any contract negotiations that may occur with a Tenderer.

*Tenderers are strongly encouraged to be fully compliant with the terms of the Draft Deed of Standing Offer. Tenderers should note that a failure to be fully*

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*compliant with the terms of the Draft Deed of Standing Offer will be taken into account in the evaluation process.*

In respect of the compliance statement, Tenderers should indicate their level of compliance with each provision using one of the terms “complies”, “does not comply”, “partially complies” and “not applicable”. These terms have the following meanings:

<b>Complies</b>	means that the Tenderer will comply without amendment.
<b>Does not comply</b>	means that the Tenderer will not comply without amendment.
<b>Partially</b>	complies means that the Tenderer will comply partially and that some amendment is required.
<b>Not applicable</b>	means that the provision does not apply to the Tenderer or is to be completed (e.g. the schedule item dealing with fees).

The Tenderer will be taken to be and assessed as compliant with any provision, schedule or attachment which it does not list in the compliance statement. Tenderers may group provisions where the response is the same for each of those provisions. For example ‘Paragraphs 3.1 to 3.15 – Does Not Comply’, or ‘Schedule 1 - Complies’.

Where a Tenderer does not comply or only partially complies with a provision, the extent of non-compliance should be stated in full in the compliance statement. In this case, the Tenderer should then provide:

- a. specific reasons for the partial or non-compliance; and
- b. specific language of any proposed amendments, including any deletions or additional provisions.

In accordance with paragraph 28.4, Tenders should include details of any request that information be treated as confidential following the award of a contract to it.

The following format should be used in completing the request that information be treated as confidential:

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Request to keep Information Confidential

(a) Information contained in contract:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

(b) Information obtained or generated in performing contract:

Item	Period of Confidentiality	Reason why it is necessary to keep information confidential

**PART D – Draft Deed of Standing Offer**

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