



**Request for Proposal: International Trade Review  
(APL RFP: 2017/I02)**

**Closing 5pm 29 September 2017**



# TABLE OF CONTENTS

<b>I. OVERVIEW.....</b>	<b>4</b>
1.1 INVITATION TO RESPOND TO THIS REQUEST FOR PROPOSAL (RFP).....	4
1.2 RFP TIMETABLE.....	4
1.3 CONTACT OFFICER.....	4
1.4 ENQUIRIES BY RESPONDENTS.....	4
<b>2. TERMS OF REFERENCE .....</b>	<b>6</b>
2.1 BACKGROUND.....	6
2.2 ABOUT THE REQUEST FOR PROPOSAL.....	6
2.3 PROJECT SCOPE.....	6
<b>3. CONDITIONS OF RFP.....</b>	<b>9</b>
3.1 INVITATION .....	9
3.2 INTERPRETATION.....	9
3.3 LANGUAGE, MEASUREMENT AND CURRENCY .....	9
3.4 APPLICABLE LAW.....	9
3.5 APL POLICY.....	9
3.5.1 PRIVACY.....	9
3.5.2 WORKPLACE RELATIONS.....	10
3.5.3 EQUAL EMPLOYMENT OPPORTUNITY FOR WOMEN .....	10
3.6 INSURANCE.....	10
3.7 RESPONSIBILITY FOR RFP COSTS .....	10
3.8 RESPONDENTS TO INFORM THEMSELVES.....	10
3.9 ADDENDA.....	11
3.10 RFP LODGEMENT .....	11
3.10.1 RFP ELECTRONIC FILE TYPES .....	11
3.10.2 VIRUS CHECKING.....	11
3.10.3 PROOF OF LODGEMENT .....	11
3.11 PRICING AND PAYMENT.....	11
3.11.1 COMPLETE PRICING AND PAYMENT .....	11
3.11.2 NO ALTERATION OF PROPOSAL PRICES .....	12
3.11.3 COMPLIANCE COSTS.....	12
3.11.4 TAXES AND CHARGES.....	12
3.11.5 MODE OF PAYMENT .....	12
3.12 ACCEPTANCE.....	12
3.12.1 ACCEPTANCE OF PROPOSAL.....	12
3.12.2 WHOLE OR PART PROPOSAL.....	12
3.12.3 NO LEGAL RIGHTS OR OBLIGATIONS .....	12
3.12.4 ACCEPTANCE OF CONDITIONS OF RFP .....	12
3.13 PROPOSAL VALIDITY PERIOD.....	12
3.14 UNINTENTIONAL ERRORS OF FORM .....	12
3.15 OWNERSHIP OF PROPOSAL DOCUMENTS .....	13
3.16 CONFIDENTIAL INFORMATION.....	13
3.17 SECURITY, PROBITY AND FINANCIAL CHECKS.....	13
3.18 CONFLICT OF INTEREST.....	14
3.19 UNLAWFUL INDUCEMENTS AND COLLUSIVE PROPOSALS.....	14
3.20 IMPROPER ASSISTANCE AND FALSE OR MISLEADING CLAIMS .....	14
3.21 TERMINATION OF RFP PROCESS.....	14
3.22 OTHER APL RIGHTS.....	14
<b>4. PROPOSAL EVALUATION.....</b>	<b>16</b>
4.1 EVALUATION OBJECTIVE.....	16
4.2 EVALUATION STAGES.....	16
4.2.1 STAGE ONE – REGISTRATION AND INITIAL SCREENING.....	16

4.2.2	STAGE TWO – EVALUATION OF RESPONDENTS .....	16
4.2.3	STAGE THREE – SELECTION OF CONSULTANCY FIRM .....	16
4.3	EVALUATION METHODOLOGY .....	16
4.4	EVALUATION CRITERIA .....	16
4.4.1	MANDATORY CRITERIA .....	17
4.4.2	COMPARATIVE ASSESSMENT CRITERIA .....	17
4.5	DEBRIEFING.....	17
<b>5.</b>	<b>REQUIRED INFORMATION.....</b>	<b>18</b>
5.1	PROVISION OF ALL INFORMATION .....	18
5.2	SCHEDULE 1: STATEMENT OF REQUIREMENTS .....	18
5.3	SCHEDULE 2: RESPONDENTS’ PROFILE .....	18
5.4	SCHEDULE 3: PRICING.....	18
5.5	SCHEDULE 4: STATEMENT OF COMPLIANCE.....	18
5.6	SCHEDULE 5: CONFIDENTIALITY DEED .....	18
	<b>SCHEDULE 1 – STATEMENT OF REQUIREMENTS.....</b>	<b>19</b>
S1.1	INTRODUCTION.....	19
S1.2	SUB-CONTRACTING.....	19
S1.3	PROPOSED SCHEDULE.....	19
	<b>SCHEDULE 2 – RESPONDENTS’ PROFILE .....</b>	<b>20</b>
I	.....	20
S4.1	RESPONDENTS’ DETAILS .....	20
S2.1	CONDITIONS OF PARTICIPATION.....	21
S2.2	RELATED BODY CORPORATE.....	22
S2.3	SUBCONTRACTORS .....	22
S2.4	EVIDENCE OF FINANCIAL VIABILITY AND CAPABILITY .....	22
S2.5	INSURANCE.....	23
S2.6	CONFLICT OF INTEREST.....	23
S2.7	CAPABILITY AND EXPERIENCE .....	23
S2.8	REFEREES.....	24
	<b>SCHEDULE 3 – PRICING.....</b>	<b>25</b>
	<b>SCHEDULE 4 – STATEMENT OF COMPLIANCE.....</b>	<b>26</b>
S4.1	REQUEST FOR PROPOSAL.....	26
S4.2	SCHEDULE 1 .....	26
S4.3	SCHEDULE 2.....	26
S4.4	SCHEDULE 3.....	27
S4.5	SCHEDULE 4.....	28
S4.6	SCHEDULE 5.....	28
	<b>SCHEDULE 5 – CONFIDENTIALITY DEED.....</b>	<b>29</b>
	RECITALS.....	29
	OPERATIVE PROVISIONS.....	29
1.	INTERPRETATION.....	29
2.	NON DISCLOSURE.....	29
3.	RESTRICTION ON USE.....	30
4.	SECURITY .....	30
5.	DELIVERY OF DOCUMENTS.....	30
6.	CONFLICT OF INTEREST.....	30
7.	SURVIVAL OF OBLIGATIONS.....	30
8.	INDEMNITY.....	30
	<i>EXECUTED as a Deed.....</i>	<i>31</i>
	<i>— End — .....</i>	<i>31</i>



## I. OVERVIEW

### I.1 Invitation to Respond to this Request for Proposal (RFP)

Australian Pork Limited (APL) invites suitably qualified consultancy firms (Respondents) to respond to this Request for Proposal (RFP) for the provision of an International Trade Review.

#### Project Overview

This project will update and build on APL's previous report: *International Trade Review, June 2006*. It will describe and analyse the dynamics of the global pork trade. More detail can be found in the Terms of Reference section of this document.

Commencement date: 23 October 2017.

Completion and final report delivered by 30 June 2018.

### I.2 RFP Timetable

Key activities and proposed target completion dates for the RFP process are set out in the table below.

Milestone	Proposed Date
Issue of RFP	1 September 2017
Closing Time of RFP	5pm 29 September 2017
Evaluation of RFP's completed	13 October 2017
Notification to Preferred Consultancy Firm	17 October 2017
<b>Contract Signed</b>	<b>20 October 2017</b>
Commencement date	23 October 2017
<b>Progress report and review</b>	<b>20 March 2018</b>
<b>Final report delivered for APL review</b>	<b>30 June 2018</b>

APL may change the dates in the table above at its absolute discretion and will use its best endeavours to provide notification to Respondents.

### I.3 Contact Officer

The Project Officer for this procurement is:

Andrew Robertson  
 Senior Policy Officer  
 Australian Pork Limited  
 Email: [andrew.robertson@australianpork.com.au](mailto:andrew.robertson@australianpork.com.au)

Completed proposals should be addressed to Project Officer.

### I.4 Enquiries by Respondents

Respondents may seek clarification of the meaning of this RFP only from the Contact Officer defined in Clause 1.5 of this document.

All enquiries in relation to this RFP must be in writing, by email and addressed to Andrew Robertson at [andrew.robertson@australianpork.com.au](mailto:andrew.robertson@australianpork.com.au).

Official responses to enquiries by Respondents will only be issued by the Contact Officer or nominated alternative.

APL will circulate questions and their answers to all Respondents without disclosing the source of the questions, or revealing any confidential Respondent information.

APL will cease answering enquiries related to this RFP at 5pm, 29 September 2017.

## 2. TERMS OF REFERENCE

### 2.1 Background

Australian Pork Limited (APL) is the peak national representative body for Australian pig producers. It is a producer-owned not-for-profit company combining marketing, export development, research and innovation and strategic policy development to assist in securing a profitable and sustainable future for the Australian pork industry.

The Australian pork industry employs more than 20,000 people in Australia and contributes \$2.8 billion in gross domestic product to the Australian economy. The pork industry contributes approximately 2.13% of total Australian farm production with roughly 2700 pig producers producing around 4.7 million pigs annually.

### 2.2 About the Request for Proposal

This project will update and build on APL's previous report: *International Trade Review, June 2006*. It will describe and analyse the dynamics of the global pork trade.

Based on this analysis, it will identify key trade-related trends, opportunities, and challenges for the Australian pork industry. It will set out priority trade actions for the Australian pork industry, and inform APL's advocacy on trade and investment issues. It will describe the general trading conditions and outlook for target markets, which will include Singapore, Hong Kong, Philippines, New Zealand, Papua New Guinea, Japan, South Korea, Peoples Republic of China, Indonesia, and India.

### 2.3 Project Scope

The update should adhere to the basic structure and format of the *International Trade Review, June 2006*, a complete version of which will be provided to the successful candidate. The new report should update each section of the previous review, with emphasis as below:

#### *Part A. Section I. Summary of Negotiating Priorities*

This section should:

- summarise the priority actions and policies to be pursued by the Australian pork industry in trade and investment negotiations, and;
- take account of multilateral, plurilateral, and bilateral negotiations, covering tariffs, non-tariff measures (as defined by UNCTAD), investment, and market access negotiations.

#### *Part A. Section II. Multilateral Context*

This section should:

- provide a synopsis of multilateral negotiations since the time of the last report, including the fate of the Doha round, approaches to limiting domestic support, and implications for global pork trade stemming from other developments and negotiations in the WTO;
- consider the extent to which global pork trade has been affected by dispute resolution processes in the WTO;
- include an update on the feasibility of pursuing WTO-consistent measures, including counter-vailing duties, anti-dumping measures, or safeguards, to minimise harm caused to Australian industry by unfair or unforeseen import competition, and;
- provide a set of multilateral negotiation priorities for the Australian pork industry.

#### *Part A. Section III. Bilateral Context*

This section should:

- include consideration regional trade agreements;
- provide an update and review of Australia's regional and bilateral trade agreements in force, under negotiation, and proposed;
- include a summary of tariff reductions on relevant lines, and any other gains, including access to quotas, for agreements that have been concluded or entered into force (full breakdown to be provided in an annex, or as appropriate);
- cover tariff (or other) concessions granted to trading partners as part of negotiations for concluded or in-force agreements;
- include consideration of emerging issues within trade agreements, assessing how they may advantage or disadvantage Australian industry, including animal welfare, environment, and geographical indications, and provide relevant policy recommendations;
- consider the relative advantages and disadvantages of concluding bilateral agreements *vis-a-vis* plurilateral agreements;
- identify target markets where Australian pork has favourable access, relative to competitors, as a result of trade agreements, and;
- identify target markets where the competitiveness of Australian pork has, or could be, decreased as a result of a competitor's trade agreement and, in cases where Australia also has a bilateral or other agreement in place or under negotiation, assess the scope for restoring equivalent or better access conditions through a review mechanism or most-favoured nation clause.

#### *Part B. Section I. Summary Findings*

This section should:

- summarise the findings of sections I-V, covering global pork trade patterns, tariffs, non-tariff measures, and domestic support, and;
- update figures B.I.1 and B.I.2., which cover tariff ranges by destination market, and Producer Support Estimates for major producers, respectively.

#### *Part B. Section II. Summary Findings. Global Trade Flows*

This section should:

- describe and analyse the dynamics of the global pork trade;
- look at trends driving global supply of pork, including production capacity in Russia, China, Brazil, USA, and EU, and the effect on global prices and trade flows;
- look at trends driving global demand for pork, including the role of the Chinese market in powering demand growth, and the outlook for more mature pork-importing countries, including Japan, Mexico, and South Korea, and;
- describe Australia's role in the global pork trade, including its desirability as an export market for competitors, such as the EU, USA and Canada, its export profile and potential, its trade characteristics, its competitive advantages and disadvantages.

#### *Part B. Section III. Tariff and Tariff-related Barriers*

This section should:

- Describe tariff barriers, including tariff rate quotas, safeguards and special safeguards, in the target markets, and;
- Provide a full breakdown of tariff rates, quotas, and safeguard trigger points for target markets in table format, as per Figure B.III.3 provided for Thailand in the previous report.

#### *Part B. Section IV. Quarantine and Technical Barriers*

This section should:



- Provide an update on quarantine, labelling, and standard requirements affecting pork trade in each of the target markets, and;
- Examine policy positions on the feed additive ractopamine, including maximum residue limits, prohibitions, and/or whether it is used in domestic industry, for target markets, as well as for major global suppliers and importers. Where a global supplier – e.g. USA – uses ractopamine in its domestic herd, the report should look at how this is managed in terms exports to non-ractopamine markets – e.g. China.

*Part B. Section V. Support*

This section should:

- Provide an update on domestic support affecting the pork industry in Brazil, Canada, Denmark, Spain, USA, and China, and;
- Include background on key measures of support (e.g. Producer Support Estimate vs Aggregate Measure of Support), discussion on whether grains subsidies benefit pig meat producers, updated country summaries and new case studies.

## 3. CONDITIONS OF RFP

### 3.1 Invitation

Australian Pork Limited (APL) invites suitable consultancy firms (Respondents) to respond to this Request for Proposal (RFP) for the provision of an *International Trade Review*.

The responses to this RFP must meet the Statement of Requirements at Schedule I.

Any responses that are not submitted according to the requirements in this RFP may be excluded from consideration.

This RFP is expressly not a contract between APL and the Respondent. Nothing in this RFP or in any response is to be construed as to give rise to any contractual obligations, expressed or implied.

APL may stop the RFP process, or re-start the RFP, at any time if it considers that it is in its interest to do so.

APL may amend this RFP, including extending the RFP Closing Time, by giving written notice. Any extension notice or other variation or amendment will be given the same distribution as the original RFP.

### 3.2 Interpretation

Throughout this RFP, unless the contrary intention appears:

- a. words in the singular will include the plural and the plural include the singular;
- b. words importing persons will include any company, trust, partnership, joint venture, association, corporation, body corporate or governmental agency; and
- c. a reference to any law or legislative provision includes any statutory modification, amendment or re-enactment, or any subordinate legislation or regulations issued under that legislation or legislative provision.

### 3.3 Language, Measurement and Currency

Respondent proposals, including all attachments and supporting material, must be written in English, and unless otherwise specified, measurement must be expressed in Australian legal units of measure.

Any prices quoted in Respondent proposals must be in Australian dollars excluding GST.

### 3.4 Applicable Law

The laws of the Australian Capital Territory apply to this RFP process.

### 3.5 APL Policy

#### 3.5.1 Privacy

APL is obliged to protect personal information in accordance with the Information Privacy Principles in the Privacy Act 1988 (Privacy Act).

APL reserves the right at any time not to disclose any information that is subject to, or that APL reasonably believes could be subject to, protection under the Privacy Act.

Respondents must comply with applicable obligations under the National Privacy Principles in the Privacy Act.

If APL discloses any personal information to Respondents, they must also comply with the obligations under the Privacy Act, to which APL is subject, in relation to that information.

### 3.5.2 Workplace Relations

All Respondents will be required to comply with the relevant provisions of applicable legislative requirements, awards and workplace arrangements, including without limitation:

- a. workplace/industrial relations legislation;
- b. occupational health and safety legislation;
- c. workers compensation legislation, and;
- d. affirmative action legislation.

### 3.5.3 Equal Employment Opportunity for Women

Respondents should comply with their obligations under the Equal Employment Opportunity for Women in the Workplace Act 1999 and should not enter into any subcontracting arrangements with a subcontractor named by the Director of Affirmative Action as an employer currently not complying with the Act.

## 3.6 Insurance

The preferred Respondent will be required to have in place insurance arrangements appropriate to provision of the requirement in this RFP, including (without limitation) professional indemnity insurance, public liability insurance, property damage insurance, product liability insurance and workers compensation insurance.

## 3.7 Responsibility for RFP Costs

Participation in any stage of the RFP process or in relation to any matter concerning the RFP is at the Respondent's sole risk, cost and expense.

APL will not be responsible in any circumstance for any costs or expenses whatsoever incurred by any Respondent (or proposed Sub-contractor) in preparing or lodging a proposal or in taking part in the RFP process or in taking any action related to the RFP process.

## 3.8 Respondents to Inform Themselves

Respondents are considered to have:

- a. examined the RFP and any documents referred to in the RFP and any other information made available in writing by APL to Respondents for the purpose of preparing their proposal;
- b. examined all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies and other circumstances having an effect on their proposal;
- c. made all investigations, interpretations and conclusions in relation to APL as necessary or desirable in preparing their proposal; and
- d. satisfied themselves as to the correctness and sufficiency of their proposal including prices.

Respondents acknowledge that, except where expressly provided for in this RFP, the Respondent does not rely on:

- e. any statement, letter, document or arrangement whether oral or in writing or other conduct; or
- f. any warranty or representation made by or on behalf of APL, as adding to or amending this RFP.

### 3.9 Addenda

APL may in its absolute discretion, issue addenda to the RFP. All conditions of the RFP will apply to addenda unless amended in the addenda.

Addenda to this RFP may be issued for the purpose of clarifying or amending the RFP. If any addendum is issued any necessary modifications to the Schedules of the RFP will also be made.

Respondents in doubt as to the true meaning of any part of the RFP must notify the Contact Officer and request clarification. Any binding interpretation will be issued as an addendum.

All addenda issued will become part of the RFP. Respondents must respond to the RFP as amended by any addenda.

### 3.10 RFP Lodgement

Proposals must be lodged by 5pm 29 September 2017 via email to the Contact Officer at Clause 1.5.

Lodgement of a proposal on time is entirely the responsibility of the Respondent.

Failure to comply with the RFP Closing Time may lead to the Respondent not being considered by APL.

The judgment of APL as to the actual time that a proposal is lodged is final.

APL reserves the right, at its sole discretion, to admit or exclude any late proposal, or parts thereof, submitted after the RFP Closing Time.

#### 3.10.1 RFP Electronic File Types

The Respondent must lodge their proposal in the following file types:

- a. Documents in Microsoft Word for Windows (Version 2003 or higher);
- b. Spread sheets in Microsoft Excel for Windows (Version 2003 or higher);
- c. Graphics in Microsoft PowerPoint for Windows (Version 2003 or higher); and
- d. Any other documentation in PDF.

Lodgement of proposals in any other file type will not be accepted.

#### 3.10.2 Virus Checking

In submitting a proposal electronically, the Respondent warrants that they have taken reasonable steps to ensure that proposal files are free of viruses, worms or other disabling features which may affect APL's computing environment.

Proposals found to contain viruses, worms or other disabling features will be excluded from the evaluation process.

#### 3.10.3 Proof of Lodgement

When a proposal has been successfully received, APL will provide a separate email confirming receipt of the proposal to the email address of the sender of the proposal.

### 3.11 Pricing and Payment

#### 3.11.1 Complete Pricing and Payment

Respondents must complete the Pricing Schedule 3 for the consultancy services specified in the Statement of Requirements Schedule 1.

Prices submitted by Respondents are to include all costs excluding GST associated with providing the consultancy services for the production of the *International Trade Review*.

Payment made by APL to Respondents will be made in three tranches upon completion of the following milestones:

1. Contract signature
2. Mid-report progress review
3. Final report delivered and approved by APL

Payments will be made on receipt of a valid tax invoice.

### **3.11.2 No Alteration of Proposal Prices**

The proposed prices must be fixed for the RFP Validity Period.

### **3.11.3 Compliance Costs**

Proposal prices are to include all costs of complying with the terms and conditions of this RFP, whether applying to the RFP process or to the performance of any agreement.

### **3.11.4 Taxes and Charges**

Respondents must pay all applicable overseas and Australian (Federal, State and Local Government) taxes and charges including any goods and services tax, consumption tax or any other form of indirect tax applicable to the performance of each contract.

Proposal prices must be submitted on a GST exclusive basis, with the applicable GST separately identified in Pricing Schedule 3.

### **3.11.5 Mode of Payment**

RFP prices must not vary according to the mode of payment proposed.

## **3.12 Acceptance**

### **3.12.1 Acceptance of Proposal**

Neither the lowest priced proposal, nor any proposal, will necessarily be accepted by APL.

### **3.12.2 Whole or Part Proposal**

APL will not accept a part response to this RFP.

### **3.12.3 No Legal Rights or Obligations**

No legal rights or obligations or contract in relation to the performance of the services detailed in the Statement of Requirements Schedule 1 will arise between APL and any Respondent prior to the execution of a contract. This clause does not apply to the Confidentiality Deed.

### **3.12.4 Acceptance of Conditions of RFP**

Lodgement of a proposal indicates the Respondents acceptance of the Conditions of the RFP.

## **3.13 Proposal Validity Period**

Proposals will remain valid and open for acceptance by APL for six (6) months from the RFP Closing Time.

## **3.14 Unintentional Errors of Form**

If APL considers that there are unintentional errors of form in a proposal, APL may request the Respondent to correct or clarify the error, but will not permit any material alteration or addition to the proposal.

Where APL considers that such corrections would introduce unfairness into the evaluation process, the corrections will not be admitted for evaluation.

### 3.15 Ownership of Proposal Documents

All proposal documents will become the property of APL. Ownership of the intellectual property in the proposals will however remain unchanged. APL will treat information provided in the proposal as Commercial-in-Confidence.

Intellectual property rights in the proposal do not pass to APL with the lodgement of the proposal. The Respondent grants APL a licence to retain, use, disclose and copy the information contained in any proposal document for the purposes of:

- a. evaluating or clarifying the proposal;
- b. evaluating any subsequent proposal;
- c. negotiating any resultant contract;
- d. managing a contract with the successful Respondent, if any;
- e. referring any material that suggests collusion by Respondents to the Australian Competition and Consumer Commission (“ACCC”) and the use by the ACCC of the material to conduct any review or investigation it deems necessary;
- f. responding to any challenge to the RFP process, audit or legal compliance activities and complying with APL reporting requirements, and;
- g. any other purpose related to the RFP process or above purposes.

### 3.16 Confidential Information

All Respondents must, before having access to any information provided by APL, or any of its advisors, in relation to this RFP process, have a senior representative of the Respondents organisation sign the Confidentiality Deed Schedule 6.

APL undertakes to keep confidential any Confidential Information provided to APL by Respondents prior to awarding the contract and, in respect of unsuccessful Respondents, after contract award.

To enable APL to consider whether it agrees to keep specific information confidential Respondents must include in their proposal any request that information is to be treated as confidential following the award of a contract to it, specifying the information and giving reasons why it is necessary to keep the information confidential.

APL will consider any request and will inform the Respondent whether or not APL, in its sole discretion, agrees to the request and the terms under which it agrees. The terms of any agreement will form part of any contract awarded.

### 3.17 Security, Probity and Financial Checks

APL reserves the right to perform security, probity or financial (including credit) checks in relation to the Respondent, its partners, subcontractors, associates, or related entities. These checks may require individuals to sign forms verifying information relating to that individual and/or authorising the provision of confidential or personal information.

Respondents must provide, at their own cost, all reasonable assistance required by APL in undertaking and conducting the security, probity and financial checks.

### 3.18 Conflict of Interest

Respondents must state any circumstances or relationships which constitute, or may be perceived to be a conflict with the interests of APL in connection with this RFP or the provision of the services detailed in Statement of Requirements at Schedule I.

A conflict of interest may exist if the Respondent:

- a. or any of its personnel have a relationship (whether professional, commercial or personal) with APL personnel involved in the evaluation of RFP's; or
- b. has a relationship with, and obligations to, an organisation which would affect the performance of the Contract or would bring disrepute to or embarrass APL.

Respondents must identify all actual or potential conflicts of interest that may arise at any time prior to entering into a Contract or in the provision of Services under any Contract arising from the RFP process and immediately notify APL in writing.

Upon notification of an actual or potential conflict of interest APL may:

- a. enter into discussions to seek to resolve the conflict of interest;
- b. exclude the Respondent from further consideration (including terminating contract negotiations); or
- c. take any other action which it considers appropriate.

### 3.19 Unlawful Inducements and Collusive Proposals

Respondents and their respective officers, employees, agents or advisers must not have violated any applicable laws regarding the offering of unlawful inducements in connection with the preparation of their proposal.

Respondents and their respective officers, employees, agents or advisers must not engage in any collusive activity, anti-competitive conduct or any other similar conduct with any other Respondent or person in relation to the preparation or lodgement of their proposal.

### 3.20 Improper Assistance and False or Misleading Claims

Respondent's proposals, which in the opinion of APL, have been compiled with the improper assistance of employees of APL, ex-employees of APL, and/or contractors or ex-contractors of APL, or with the utilisation of information unlawfully obtained from APL, will be excluded from further consideration.

If a Respondent is found to have made a false or misleading claim or statement, that Respondent's proposal may be excluded from further consideration.

### 3.21 Termination of RFP Process

APL reserves the right in its absolute discretion to suspend, terminate or abandon, in whole or in part, the RFP process at any time. APL will notify Respondents to this effect but is not obliged to provide any reasons.

Respondents will have no claim against APL or its respective officers, employees or advisers with respect to the exercise of, or failure to exercise, such right.

### 3.22 Other APL Rights

Notwithstanding any other provision of this RFP, APL reserves the right, at any time to:

- a. alter, amend or vary this RFP and the process outlined in this RFP;

- b. suspend or terminate this RFP process or any part of it;
- c. require additional information or clarification from any Respondent or anyone else, or provide additional information or clarification to any Respondent or anyone else;
- d. negotiate or not negotiate with any one or more Respondents, without corresponding with any other Respondent and discontinue negotiations at any time;
- e. allow, or not allow, the successful Respondent to enter into the proposed contract in the name of a different legal entity from that which provided a response to this RFP;
- f. add to, alter, delete or exclude any of the requirement to be provided by the preferred Respondent under this RFP; and
- g. alter, amend or vary the terms of a Draft Contract released by APL at any time, including without limitation during negotiations.

For the avoidance of doubt, APL may exercise its rights under this clause and elsewhere in this RFP at any time and in its absolute discretion, unless this RFP expressly provides otherwise.



## 4. PROPOSAL EVALUATION

### 4.1 Evaluation Objective

APL will assess proposals to identify the process which best meets the project objective, deliverables, technical expertise and value for money.

### 4.2 Evaluation Stages

The evaluation will be undertaken in 3 stages consisting of the following:

- a. Registration and Initial Screening.
- b. Evaluation of respondents.
- c. Selection of consultancy firm.

#### 4.2.1 Stage One – Registration and Initial Screening

Proposals received by the RFP Closing Time and Date will be registered and screened for compliance with the Conditions of RFP in Section 3.

#### 4.2.2 Stage Two – Evaluation of Respondents

All Respondents' proposals will be evaluated against the same evaluation criteria and will be rated by consultancy expertise, proposed price and ability to deliver the required report.

On completion of the initial evaluation APL may, at its discretion, request selected Respondents to make a presentation to APL in respect of their RFP and other relevant selection criteria.

Respondents not selected for further consideration shall be advised by APL as soon as practicable.

#### 4.2.3 Stage Three – Selection of Consultancy Firm

During this stage, APL shall, at its absolute discretion, make contact with Respondent referees, either by phone or in person, to assist in the evaluation.

APL shall, at its absolute discretion, make a recommendation concerning the preferred proposal which, in its opinion, meet the requirements to the greatest degree.

APL will contact the successful consultancy firm in writing.

### 4.3 Evaluation Methodology

The proposal evaluation process may, at the absolute discretion of APL, involve:

- a. Discussions with some or all Respondents to provide written clarification of various aspects of their proposals; or
- b. Discussions with clients of some or all Respondents listed as referees in the Respondents' proposal.

APL may make independent enquiries about any of the matters that may be relevant to the evaluation of any proposal.

### 4.4 Evaluation Criteria

The evaluation criteria are listed below and are divided into:

- a. Mandatory (Pass/Fail) Criteria; and
- b. Comparative Assessment Criteria.

#### 4.4.1 Mandatory Criteria

APL will exclude a proposal from further consideration if APL, at its absolute discretion, considers that the proposal does not pass the mandatory criteria. For the purposes of this RFP, APL has defined as mandatory criteria the:

- a. Conditions of RFP in Section 3 of this RFP, and
- b. Provision of Required Information in Section 5 of this RFP.

#### 4.4.2 Comparative Assessment Criteria

Respondents should note that the evaluation criteria are not listed in order of importance.

- a. Methodology Criteria: The degree to which a Respondent proposes to gather market intelligence and information for the *International Trade Review* to meet the Statement of Requirements Schedule I.
- b. Pricing Criteria: The whole of life cost to APL of the proposal, determined by APL, from the proposal. APL may normalise prices in proposals to form a basis for comparison between proposals.
- c. Corporate/Risk Criteria: The Respondents corporate and financial capability to deliver the *International Trade Review* and any risks identified in the proposal.

#### 4.5 Debriefing

Unsuccessful Respondents may, after they have been notified in writing that they have been unsuccessful, request a debriefing from APL representative(s). APL may, at its absolute discretion, provide a debriefing to the Respondent at such time and in such manner as APL considers appropriate.

## 5. REQUIRED INFORMATION

### 5.1 Provision of all Information

Respondents must submit their responses to this RFP as detailed in this Section (Section 5) and in Schedules 1 to 6 of this RFP to enable a comprehensive and accurate assessment of their proposal against the evaluation criteria.

### 5.2 Schedule 1: Statement of Requirements

Australian Pork Limited (APL) invites suitable consultancy firms (Respondents) to respond to this Request for Proposal (RFP) for the provision an *International Trade Review*.

### 5.3 Schedule 2: Respondents' Profile

Respondents must include in their proposal information about their organisation, experience, subcontractors, insurance and referees as required in the Respondent Profile Schedule 2.

### 5.4 Schedule 3: Pricing

Respondents must include in their proposal the pricing for the consultancy services as required in Pricing Schedule 3.

### 5.5 Schedule 4: Statement of Compliance

Respondents must include in their proposal a Statement of Compliance as required in Schedule 4.

### 5.6 Schedule 5: Confidentiality Deed

Respondents must sign a Confidentiality Deed prior to provision of any information by APL as required in Schedule 6.

## SCHEDULE I – STATEMENT OF REQUIREMENTS

### SI.1 Introduction

Australian Pork Limited (APL) requires an *International Trade Review* to guide industry trade policy activities.

### SI.2 Sub-Contracting

Where components of a Respondents' proposal are supplied by a third party the Respondent must contract with the third party itself. APL will only contract directly with the Respondent and the Respondent will provide all warranties.

### SI.3 Proposed Schedule

Milestone	Proposed Date
Issue of RFP	1 September 2017
Closing Time of RFP	5pm 29 September 2017
Evaluation of RFP's completed	13 October 2017
Notification to Preferred Consultancy Firm	17 October 2017
<b>Contract Signed</b>	<b>20 October 2017</b>
Commencement date	23 October 2017
<b>Progress report and review</b>	<b>20 March 2018</b>
<b>Final report delivered for APL review</b>	<b>30 June 2018</b>

## SCHEDULE 2 – RESPONDENTS’ PROFILE

Respondent must complete the following tables and attach the relevant documentation.

### S4.1 Respondents’ Details

Contact Person Name	
Contact Details	
Company Name	
Trading Name	
Registered Office	
Place of Incorporation	
Postal Address	
Principal Place of Business	
Australian Company Number	
Australian Business Number	
Website Address	
Current Directors & Appointment Date (if applicable)	
Number of Full Time Employees:	
Substantial Shareholders (>20% of issued capital)	
For a foreign firm or company, details of the place of business in Australia and the name of any Australian representative	
Details of any trust or fiduciary capacity in which you propose to provide the Services	
Details of any litigation, arbitration, mediation, conciliation or proceeding whatsoever including any investigations	

## S2.1 Conditions of Participation

<p>Is the Respondent, or any of its subcontractors, bankrupt or insolvent?</p>	
<p>Has the Respondent, or any of its subcontractors, had any significant deficiencies in performance of any substantive requirement or obligation under a prior contract?</p>	
<p>Is the Respondent, or any of its subcontractors, named as not complying with the <i>Equal Opportunity for Women in the Workplace Act 1999</i>?</p>	
<p>Does the Respondent agree to comply with the minimum stated RFP validity period?</p>	
<p>Does the Respondent wish to declare any circumstances or relationships which constitute or may constitute a conflict or potential conflict of interest in relation to this RFP or the Respondents obligations under any contract resulting from this RFP?</p>	

## S2.2 Related Body Corporate

Full name of Related Body Corporate	
Australian Company Number	
Australian Business Number	
Status of related company	
Country of residence of registered office of the ultimate parent entity	
Details of any related companies within the meaning of Section 50 of the Corporations Law	

Note: A separate table should be completed for each Related Body Corporate.

## S2.3 Subcontractors

Name of Subcontractor	
Australian Company Number	
Australian Business Number	
Services to be provided	
Estimated percentage of the total Contract	

Note: A separate table should be completed for each Subcontractor.

## S2.4 Evidence of Financial Viability and Capability

Submit evidence of financial viability and capability to perform the Contract.

Evidence of financial viability and capability to perform the Contract.	
---	--

## S2.5 Insurance

Public Liability	Submit copies of the Certificate of Currency as a numbered attachment to the proposal and reference the attachment here.
Professional Indemnity	Submit copies of the Certificate of Currency as a numbered attachment to the proposal and reference the attachment here.
Workers' Compensation	Submit copies of the Certificate of Currency as a numbered attachment to the proposal and reference the attachment here.
Other (Please Specify)	Submit copies of the Certificate of Currency as a numbered attachment to the proposal and reference the attachment here.

Note: Details of additional relevant insurance should be included in the above table.

## S2.6 Conflict of Interest

Conflict of Interest or potential Conflict of Interest	
Proposed method for managing Conflict of Interest	

## S2.7 Capability and Experience

Name of Organisation	
Description of the Services Provided	
Estimated Size/Budget	
Period	
Nature of Complexities	
Key Personnel and their roles- include their position within organisation and a brief description of relevant job qualifications, experience and skill level	

Note: A separate table should be completed for each organisation.



## S2.8 Referees

Name of Referee	
Name of Organisation	
Location:	
Name of contact person and their job title:	
Telephone Numbers:	
Email address:	
Brief description of work performed:	
Describe the outcomes for the client organisation. Include information in \$'s value:	

Note: A separate table should be completed for each referee. At least three references are required.

## SCHEDULE 3 – PRICING

The pricing schedule for this RFP must be provided as an Excel worksheet called *Schedule 3 Pricing.xls*.

Respondents must complete an Excel worksheet and submit with their proposal.

Respondents must specify any assumptions made by them which are applicable to their proposal as specified in this RFP and the Statement of Requirement.

## SCHEDULE 4 – STATEMENT OF COMPLIANCE

Respondents must state their partial compliance or non-compliance with each clause and clause number of this RFP including the Conditions of Proposal, and the Statement of Requirement.

Responses must be in the order in which the clauses appear and refer to the relevant number, Schedule or attachment.

Where a Proposal does not comply with a particular clause, the manner and extent of non-compliance, including and the details of any proposed amendment, must be stated.

Respondents should complete the Statement of Compliance on an exceptions basis. APL will assume that the Respondent complies with all clauses of the RFP, Conditions of Proposal or Statement of Requirement unless otherwise stated.

In completing the ‘Compliance Status’ column in the table below Respondents should use one of the following expressions only, against each clause:

- a. “partially complies” meaning the condition or characteristic or performance requirement can be met by the proposal, subject to certain qualifications, which are stated in full; or
- b. “does not comply” meaning that the complete condition or characteristic or performance requirement of the provision is not met by the proposal.

Respondents must write the words “Not Applicable” in the column headed ‘Clause’ if proposals are fully compliant.

### S4.1 Request for Proposal

Clause	Compliance Status	Reason(s) for non or partial compliance

### S4.2 Schedule 1

Clause	Compliance Status	Reason(s) for non or partial compliance

### S4.3 Schedule 2

Clause	Compliance Status	Reason(s) for non or partial compliance

**S4.4 Schedule 3**

Clause	Compliance Status	Reason(s) for non or partial compliance

**S4.5 Schedule 4**

Clause	Compliance Status	Reason(s) for non or partial compliance

**S4.6 Schedule 5**

Clause	Compliance Status	Reason(s) for non or partial compliance

## SCHEDULE 5 – CONFIDENTIALITY DEED

**THIS DEED** is made the <Insert Day of Month> day of <Insert Month> 20<Insert year>

between Australian Pork Limited (**APL**)

and

<Insert name and address of employee, agent, sub-contractor of the Respondent>  
(**Confidant**)

### RECITALS

- A. APL has released a request for proposal (APL RFP 2017/102) for the production of an *International Trade Review* (**Request for Proposal**).
- B. The Confidant may become aware of information pertaining to, or in connection with, the Request for Proposal, which is Confidential Information.
- C. APL requires, and the Confidant agrees, that it is necessary to take all reasonable steps (including the execution of this Confidentiality Deed) to ensure that, as part of the proposal process, Confidential Information is kept confidential.

### OPERATIVE PROVISIONS

#### 1. INTERPRETATION

**Confidential Information** means APL Confidential Information.

**Contract** has the same meaning as defined in the Request for Proposal.

**APL Confidential Information** means information disclosed by APL, or any representations of APL, to the Confidant that:

- a. is by its nature confidential; or
- b. is designated by APL as confidential; or
- c. the Confidant knows or ought to know is confidential; or
- d. is comprised in or relates to APL Material; or
- e. is personal information under the Privacy Act 1988.

and includes (without limitation) information of a commercial nature relating to APL or its activities, but does not include information which:

- f. is or becomes public knowledge other than by breach of this Confidentiality Deed or any other confidentiality obligations; or
- g. has been independently developed or acquired by the Confidant as established by written evidence.

**APL Material** means any material provided by APL to the Confidant for the purposes of the Request for Proposal process or which is copied or derived from material so provided, including, but not limited to, documents, equipment, information and data stored by any means.

#### 2. NON DISCLOSURE

- 2.1 The Confidant must not copy, reproduce or disclose any APL Confidential Information without the prior written consent of DA, which consent APL may grant or withhold in its absolute discretion, except to the extent that the Confidant copies or reproduces the APL Confidential Information

or Commonwealth Confidential Information for the purpose permitted under clause 3.1 of this Deed.

### **3. RESTRICTION ON USE**

- 3.1 The Confidant must use the APL Confidential Information only for the purpose of producing the Trade Report, under or in relation to the Request for Proposal.

### **4. SECURITY**

- 4.1 If requested by APL, the Confidant must cooperate in any security checks APL or the wishes to make of the Confidant (including by providing information usually requested in such circumstances).

### **5. DELIVERY OF DOCUMENTS**

- 5.1 APL may, at any time and without notice, demand, either orally or in writing, the delivery to APL of all documents in the possession or control of the Confidant which contain APL Confidential Information or Commonwealth Confidential Information.

### **6. CONFLICT OF INTEREST**

- 6.1 The Confidant warrants that no conflict of interest exists or is likely to arise while in receipt of APL Confidential Information.
- 6.2 The Confidant warrants that it will not permit any situation to arise or engage in any activity which may result in a conflict of interest with the Confidant's receipt of APL Confidential Information.

### **7. SURVIVAL OF OBLIGATIONS**

- 7.1 The obligations in this Deed are perpetual.

### **8. INDEMNITY**

- 8.1 The Confidant indemnifies APL against any claim, loss, liability or expense incurred by APL which is caused or contributed to by:
- a. the Confidant's failure to comply with this Deed; or
  - b. the act or omission of the Confidant's employees, agents or subcontractors in relation to APL Confidential Information.

**EXECUTED as a Deed**

**Dated:** <Insert Date>

**EXECUTED** by )  
 )  
 )  
 ..... )  
 as authorised representative for **Australian Pork** )  
**Limited (ABN 83 092 783 278)** in the presence )  
 of: )  
 )  
 )  
 ..... )  
 Signature of witness )  
 )  
 )  
 ..... )  
**Name of witness (block letters)** )  
 )

By executing this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of **Australian Pork Limited (ABN 83 092 783 278)**

**EXECUTED** by )  
 )  
 )  
 ..... )  
 as authorised representative for **<Insert Name of** )  
**Licensee> (ABN <Insert Licensee ABN** )  
**Number>)** in the presence of: )  
 )  
 )  
 ..... )  
 Signature of witness )  
 )  
 )  
 ..... )  
**Name of witness (block letters)** )  
 )

By executing this licence the signatory warrants that the signatory is duly authorised to execute this licence on behalf of <Insert Name of Licensee>, ABN <Insert Licensee ABN Number>

**--- End ---**





**AUSTRALIAN PORK LIMITED**

ABN 83 092 783 278

Level 2, 2 Brisbane Avenue, Barton ACT 2600  
PO Box 4746 Kingston ACT 2604 Australia

P: 02 6285 2200 F: 02 6285 2288  
E: [apl@australianpork.com.au](mailto:apl@australianpork.com.au)

[www.australianpork.com.au](http://www.australianpork.com.au)