



**Australian Government**

**Department of the Environment, Water, Heritage and the Arts**

**COMMONWEALTH OF AUSTRALIA**

as represented by the

**DEPARTMENT OF THE ENVIRONMENT, WATER, HERITAGE AND THE ARTS**

---

**NATIONAL POLLUTANT INVENTORY MULTI-USE LIST**

---

**REFERENCE NUMBER 001/0607MUL**

---

**PART A – APPLICATION INFORMATION**

**Date: January 2007**

<b>FROM:</b>	<b>Environment Research and Information Branch</b>
<b>PROJECT OFFICER:</b>	<b>Alex Taylor</b>
<b>PHONE:</b>	<b>(02) 6274 2610</b>
<b>FAX:</b>	<b>(02) 6274 1650</b>
<b>EMAIL:</b>	<b><a href="mailto:alex.taylor@environment.gov.au">alex.taylor@environment.gov.au</a></b>

## CONTENTS

**Summary of Requirement**

---

**Attachment A Statement Of Requirement**

---

**Attachment B Multi-use list rules**

---

**Attachment C Draft Contract**

---

## SUMMARY OF REQUIREMENT

### 1. Overview of Requirement

---

1.1.1. The Department of the Environment, Water, Heritage and the Arts(DEWHA) delivers the Australian Government's environment and heritage legislation, policies and programmes. The department undertakes this work by looking for solutions that are efficient, equitable and feasible, based on:

- Understanding environmental problems using science
- Adopting economic, regulatory or administrative instruments that can be targeted at environmental problems
- Carrying out the Australian Government's environment and heritage policies and programmes in a way that supports the nation's social and economic interests; and
- Cooperating across all levels of government, with industry, with international partners, and with the community.

1.1.2. More information on DEWHA can be found on the department's website: [www.environment.gov.au](http://www.environment.gov.au).

1.1.3. This Multi-use List (MUL) is a part of the National Pollutant Inventory programme. The MUL is expected to operate from January 2007 to 30 June 2009.

1.1.4. A full description of the Services required can be found at Attachment A - Statement of Requirement.

### 2. Information for Applicants

---

2.1.1. The MUL process aims to identify suppliers who can provide the Services.

2.1.2. Once the MUL is established DEWHA will request quotes for specific scopes of work to one or more of the Applicants on the MUL.

2.1.3. This process will establish a successful supplier with whom DEWHA will then enter a contract with for the provision of the Services.

2.1.4. DEWHA may seek quotes for a number of scopes of work at the same time.

2.1.5. DEWHA may approach a select number of Applicants on the MUL where such an approach is commensurate with the value of the contract to be entered into. DEWHA may also approach one member of the MUL for a specific requirement.

2.1.6. DEWHA may conduct financial checks on any Applicant organisation.

- 2.1.7. Applicants are required to read the Multi-Use List Rules (Attachment B) and Draft Contract (Attachment C) **before** completing and submitting their Application (Part B).

### **3. Applications**

---

- 3.1.1. Applicants should respond to this MUL by completing Part B and providing a response to each of the matters identified.

- 3.1.2. Applications should be marked **Application for National Pollutant Inventory Multi-Use List 001/0607MUL** and forwarded to DEWHA for receipt.

Applications may be lodged anytime from 1 December 2006 until 30 June 2009. Updates to submissions may be made at any time during this period.

**Applications are to be prepared electronically and delivered to:**

Email address for delivery of application: [npi@environment.gov.au](mailto:npi@environment.gov.au) .

### **4. DEWHA Contacts**

---

- 4.1.1. All enquiries about this MUL should be directed to the Project Officer who is identified on the cover page of this document.

## ATTACHMENT A STATEMENT OF REQUIREMENT

### 1. Background

---

- 1.1. The National Pollutant Inventory (NPI) is a collaborative programme involving the Federal government and all state or territory governments. The programme collects emissions data from industry and estimates emissions from a wide range of other sources. These estimates are publicly disclosed on the web site [www.npi.gov.au](http://www.npi.gov.au) .
- 1.1.1. The NPI is currently reviewing and updating materials provided to industry for the purpose of emission estimation, as well as those used to estimate emissions from other sources. There are over 100 materials currently under review.

### 2. Requirements

---

- 2.1.1. Suitably experienced and skilled organisations or individuals are required to provide professional Services to assist in the NPI programme. These Services include:
- a. provision of advice and recommendations into the redevelopment of industry emission estimation technique manuals
  - b. emissions modelling for the purpose of developing industry and process specific emission factors
  - c. direct measurement of emissions in different industry applications
  - d. research and literature reviews in the areas of emissions; and
  - e. other professional or consultancy services required for the programme.
- 2.1.2. The Services will be required to be undertaken in the following subject areas:
- a. Agriculture (Intensive)
  - b. Bushfires
  - c. Combustion (Boilers and Engines)
  - d. Electricity and Gas Supply
  - e. Fuel Storage
  - f. Manufacturing (Beverages)

- g. Manufacturing (Chemical)
- h. Manufacturing (Food)
- i. Manufacturing (Forest Products)
- j. Manufacturing (Metals and Non-Metallic minerals)
- k. Manufacturing (Polymers)
- l. Mining (Metal Ore)
- m. Mining (Non-Metallic)
- n. Mining (Oil and Gas)
- o. Transport
- p. Waste (Landfills)
- q. Water (Potable and Non-Potable)

2.1.3. Applicants (and their personnel if applicable) need to include evidence of relevant recent experience and knowledge of pollutants and emissions.

2.1.4. The Services may be required to be undertaken in any state/territory of Australia.

**CONTENTS**

<b>1.</b>	<b>Rules</b>	<b>1</b>
1.1.	Interpretation	1
1.2.	Definitions	1
1.3.	AusTender - Australian Government Tendering System	<b>Error! Bookmark not defined.</b>
1.4.	Application Documents	1
1.5.	Application Lodgement	1
1.6.	Errors & Alterations	2
1.7.	Privacy Legislation	2
1.8.	Disclosure of Information	2
1.9.	Freedom of Information	2
1.10.	Compliance with Commonwealth Policies and Legislation	2
1.11.	GST	3
1.12.	Australian Business Number	3
1.13.	Applicable Law	3
1.14.	Ownership of Application	3
1.15.	Financial Viability	3
1.16.	Applicants to Meet Own Costs	4
1.17.	Right to Terminate	4
1.18.	Right to Request Further Information	4
1.19.	DEWHA Right to Negotiate	4
1.20.	Addenda	4
1.21.	No Contract	5
1.22.	Removal from the Multi-Use List	5
<b>2.</b>	<b>Evaluation</b>	<b>5</b>
2.1.	Evaluation Process	5
2.2.	Clarification and Additional Information	5
2.3.	Successful Applicants	5
2.4.	Advice to Unsuccessful Applicants	5
2.5.	Debrief	5
<b>3.</b>	<b>Applications</b>	<b>6</b>
3.1.	Preparing Applications	6
3.2.	Subcontracts	6
3.3.	General Conditions of the Draft Contract	6
3.4.	Insurance	6

## 1. Rules

---

### 1.1. Interpretation

1.1.1. Throughout this MUL, unless the contrary intention appears:

- a. words in the singular include the plural and the plural include the singular; and
- b. words importing a person include a partnership and a body, whether corporate or otherwise.

### 1.2. Definitions

1.2.1. The following words have these meanings in this MUL unless the contrary intention appears:

- a. **Applicant** means any person or organisation considering or applying for this MUL.
- b. **Application** means any application submitted in response to this MUL.
- c. **Attachment** means an attachment to the MUL.
- d. **Contract** means the Draft Contract for the provision of the Services annexed to this MUL (Attachment C).
- e. **DEWHA** means the Department of the Environment, Water, Heritage and the Arts;
- f. **MUL** means this Application for the National Pollutant Inventory Multi-Use List including any schedules and Attachments.
- g. **Project Officer** means the DEWHA Contact Officer detailed on the cover page of the MUL.

1.2.2. Unless the context indicates otherwise, where words used in this MUL are defined terms under clause 1.1 of the Draft Contract, they have the same meaning in this MUL.

### 1.3. Application Documents

1.3.1. The Application documents upon which the Applicant is invited to respond are:

- a. this MUL;
- b. the Draft Contract issued with this MUL; and
- c. any addenda issued by the Commonwealth.

### 1.4. Application Lodgement

1.4.1. Applications must be lodged in accordance with the Summary of Requirement.

## **1.5. Errors & Alterations**

- 1.5.1. Applicants should immediately notify the Project Officer in writing at the address detailed in this MUL if an Applicant reasonably believes there is discrepancy, error, ambiguity, inconsistency or omission in this MUL.

## **1.6. Privacy Legislation**

- 1.6.1. The Draft Contract will require the successful Applicant to comply with the Information Privacy Principles contained in the *Privacy Act 1988* (Cth) and its amendments, in relation to personal information handled by the Applicant.

## **1.7. Disclosure of Information**

- 1.7.1. Subject to 1.7.2, DEWHA will keep all Applications submitted confidential.
- 1.7.2. Applicants should note that DEWHA may disclose any information contained in or regarding an Application without written authority of the Applicant to:
- a. Parliamentary Committees;
  - b. Employees and advisers engaged by the Commonwealth; and
  - c. other Commonwealth departments, agencies, bodies, enterprises, authorities and Ministers,

for the purposes of this Application process, and any legal, policy or other Commonwealth accountability requirements.

## **1.8. Freedom of Information**

- 1.8.1. Applicants should be aware that the *Freedom of Information Act 1982* gives members of the public certain rights of access to documents in the possession of the Commonwealth and its agencies. The Act extends as far as possible the right of the Australian community to access information (generally documents) in the possession of the Commonwealth, which may include the Application, any subsequent contract and related documents.

## **1.9. Compliance with Commonwealth Policies and Legislation**

- 1.9.1. The successful Applicants must, when using the Commonwealth's premises or facilities, comply with all reasonable directions and procedures relating to occupational health (including the Commonwealth's smoke free work place policy), safety and security in effect at those premises or in regard to those facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.
- 1.9.2. DEWHA is required to publish the award of all contracts valued at \$10,000 or more. This includes details of whom the contract was awarded to and the contract price.

- 1.9.3. DEWHA is required to publish on the Internet with access through its website, details of any contracts with a value of \$100,000 or more, including details as to confidentiality.
- 1.9.4. Applicants should be in compliance with their obligations under the *Equal Opportunity for Women in the Workplace Act 1999* and not be proposing to enter into any subcontracting arrangements with a subcontractor named by the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the Act. It is also Australian Government policy not to contract with parties engaging illegal workers.
- 1.9.5. The attention of Applicants is drawn to Division 2 of the *Archives Act 1983* (the Archives Act), particularly section 24 dealing with the disposal, destruction or transfer of Commonwealth records (as that term is defined in the Archives Act), which must be effected with the permission of the National Archives of Australia or in accordance with a practice or procedure approved by the National Archives of Australia. Applicants should obtain, and will be deemed to have obtained, their own advice on the impact of this legislation on their participation in this process.
- 1.10. GST**
- 1.10.1. All Applicants should be aware that under the GST Law, the Commonwealth is treated as a taxable enterprise. GST will be applied to goods and services supplied by a successful Applicant in respect of the performance of a contract.
- 1.11. Australian Business Number**
- 1.11.1. Your ABN should be stated in Part B.
- 1.12. Applicable Law**
- 1.12.1. The Law applying in the Australian Capital Territory applies to the MUL, and the Application process. Each Application must comply with all relevant laws in preparing and lodging its Application and taking part in the MUL process.
- 1.13. Ownership of Application**
- 1.13.1. All documents submitted in response to this MUL shall become the property of the Commonwealth. The Commonwealth may use, reproduce or modify any Application for the purposes of assessing the Application, but will keep Applications confidential (subject to clause 1.7).
- 1.14. Financial Viability**
- 1.14.1. Applicants should provide the financial data concerning the Applicant as specified in the MUL. DEWHA may conduct detailed evaluations of an

Applicant's financial position. For this purpose, Applicants should be prepared to provide details of relevant financial data concerning the Applicant.

- 1.14.2. In agreeing to supply relevant financial statements, the Applicant also agrees that the information supplied represents a true and fair statement of the affairs of the Applicant.

**1.15. Applicants to Meet Own Costs**

- 1.15.1. Applicant's participation in any stage of the MUL process is at the Applicant's sole risk, cost and expense. The onus is on the Applicant to inform itself appropriately.

**1.16. Right to Terminate**

- 1.16.1. DEWHA may terminate this MUL process at any time if it is in the public interest to do so.

**1.17. Right to Request Further Information**

- 1.17.1. Notwithstanding any other requirement of the MUL, DEWHA may require the Applicant to submit additional information to allow further consideration of its Application.

- 1.17.2. Should the Applicant fail to submit any of the information so required by the date and time stipulated by DEWHA, its Application may be excluded from further consideration.

- 1.17.3. Any request by DEWHA for further information shall not be, nor be deemed to be, a representation by DEWHA that the Application will be, or is likely to be, accepted.

**1.18. DEWHA Right to Negotiate**

- 1.18.1. DEWHA may negotiate the contents of an Application with any Applicant.

- 1.18.2. Any request by DEWHA to negotiate all or any part of a Application shall not be, nor be deemed to be, a representation by DEWHA that the Application will be, or is likely to be, accepted.

**1.19. Addenda**

- 1.19.1. DEWHA may amend this MUL by giving written notice. Any extension notice or other variation or amendment will be given the same distribution as the original MUL.

- 1.19.2. Applicants should acknowledge in their Applications the receipt of each and every addendum to the MUL issued by the Commonwealth.

**1.20. No Contract**

1.20.1. Nothing in this MUL shall be construed so as to give rise to any contract between DEWHA and any Applicant until a Contract is entered into with one of the successful Applicants.

**1.21. Removal from the Multi-Use List**

1.21.1. DEWHA may at any time after the establishment of the multi-use list exercise its discretion to remove an applicant from the multi-use list.

**2. Evaluation**

---

**2.1. Evaluation Process**

2.1.1. Applications will be assessed on a pass / fail basis consistent with Commonwealth purchasing policies. The Commonwealth Procurement Guidelines may be found at the Department of Finance & Administration Website: [www.finance.gov.au](http://www.finance.gov.au).

2.1.2. Applicants should complete Part B and submit the completed document as their Application. Applicants must provide the evidence required at a particular item or indicate compliance with the rules outlined in Part B in order to be successful in applying for membership of the MUL.

**2.2. Clarification and Additional Information**

2.2.1. DEWHA may seek clarification of Applications or require further information from all or any Applicants.

**2.3. Successful Applicants**

2.3.1. DEWHA will advise successful applicants that they have been included on the multi-use list in writing at the end of the evaluation process.

**2.4. Advice to Unsuccessful Applicants**

2.4.1. DEWHA will promptly notify each unsuccessful Applicant in writing that its Application has not been accepted/shortlisted and, where requested, provide unsuccessful Applicants with an explanation of the reasons for its decision.

**2.5. Debrief**

2.5.1. All unsuccessful Applicants are entitled to a debrief. This debrief will provide feedback on the relative merits of their Application bid against the requirements outlined in Part B, but will not refer to any other Application and will not disclose the confidential information of any other Applicant.

### **3. Applications**

---

#### **3.1. Preparing Applications**

- 3.1.1. Applicants should respond to the MUL by completing Part B and addressing the matters identified.

#### **3.2. Subcontracts**

- 3.2.1. The Draft Contract requires that the Applicant not subcontract the whole of its obligations under a Contract but the Applicant may, with the prior consent of DEWHA, subcontract part of its obligations.

#### **3.3. General Conditions of the Draft Contract**

- 3.3.1. DEWHA expects the successful Applicant to provide the Services in accordance with the Contract. Applicants should complete the statement in Part B indicating their acceptance of the terms and conditions of the Draft Contract.
- 3.3.2. DEWHA reserves the right to negotiate the terms and conditions of the Draft Contract with any or all of the Applicants. If DEWHA and an Applicant cannot agree on the terms and conditions to be applied to the Contracts created under this MUL, DEWHA reserves the right to exclude the Applicant from the final MUL.

#### **3.4. Insurance**

- 3.4.1. The successful Applicant must, at its own expense, take out, provide and maintain during the term of any Contract entered into with DEWHA, the insurances specified in the Draft Contract.
- 3.4.2. If requested, the Applicant must provide DEWHA with a copy of a certificate of currency or any other proof of insurance which is acceptable to DEWHA. The Applicant's insurance policy details or compliance with this requirement must be provided in Part B.

**ATTACHMENT C DRAFT CONTRACT**

(refer to the attached Draft Contract)