

# PROC-9176982 EXPRESSION OF INTEREST

in relation to

## **Accelerating Genetic Gain Strategic Initiative – EOI #1**

# COVER PAGE

EOI Reference	PROC-9176982
Release Date	24 April 2024
Closing Time	31/07/2024 2:00PM AEST
Deadline for Submission of Respondent Enquiries (see clause 8)	24/07/2024 2:00PM AEST
Industry Briefing (see clause 17)	10 May 2024 4:00PM AEST
Additional Conditions for Participation (see clause 25)	In accordance with the Black Economy Procurement Connected Policy, a Tenderer must also include as part of its application a satisfactory and valid Statement of Tax Records (STR) and, if the total value of all work under any proposed subcontract is expected to be equal to or above \$4 million (inclusive of GST), a satisfactory and valid STR of that proposed subcontractor.
Document Contact and Enquiries	<p>Sarah Marchioro, Contract Administrator            Grains Research and Development Corporation            Email: <a href="mailto:tenders@grdc.com.au">tenders@grdc.com.au</a></p> <p>Subject line heading to note the priority area for tender, either;</p> <ul style="list-style-type: none"> <li>• B.3 – Utilising the B genome diversity in canola</li> <li>• D.2 – Development and integration of breeder facing AI tools to maximise use</li> </ul>
Lodgement of Response	<p>Enquiries in relation to this EOI must be submitted to the email address of the Document Contact and Enquiries by the Deadline for Submission of Respondent Enquiries to be accepted.</p> <p>Responses must be submitted to the email address of the Document Contact and Enquiries by the Closing Time to be accepted.</p> <p>Subject to this EOI, Responses lodged after the Closing Time or that do not provide all the information requested may be excluded from further consideration.</p>

# PART 1 – GENERAL INFORMATION

## 1 INTRODUCTION

- 1.1 The Grains Research and Development Corporation (GRDC) invites suitably qualified individuals and entities to submit Responses in accordance with this Expression of Interest (EOI).

## 2 BACKGROUND

- 2.1 Grains crop breeding in Australia has reached a major potential inflection point where new breeding technologies presents an opportunity to significantly improve the performance of new varieties. Development and adoption of these new breeding technologies will be crucial in delivering future step-change improvements in yield and other traits against a backdrop of climate change and increasing international competition.

The Australian Grains Research and Development Corporation (GRDC) invests in RD&E to create enduring profitability for Australian grain growers. To help drive this new generation of breeding, the GRDC Board has approved a \$20M investment in the development of an Accelerating Genetic Gain Strategic Initiative (AccGG SI). The AccGG SI seeks to capitalise on advancements made in crops such as maize and soybean through a strategic program of sustained investment in the accelerated development of advanced breeding technologies for wheat, barley and canola. The example of value created through the technical innovation of maize and soybean breeding programs and the challenge of increasing flow through of pre-breeding traits to breeding programs are primary drivers behind investment in the AccGG SI. A further driver for GRDC investment in facilitating Australian adoption of advanced breeding methodologies is to ensure the Australian grains industry remains internationally competitive in global grain markets.

The AccGG Strategic Initiative strongly aligns to GRDC's 2023-2028 5-year RD&E investment plan, with the aim to Reach New Frontiers by Unlocking Plant Potential. Technologies delivered under this Strategic Initiative will create step change in the magnitude of yield improvements, reduce breeding cycle time and allow more traits to be incorporated into each variety (e.g. disease, yield stability). It will enable and accelerate the deployment of pre-breeding research outputs.

In 2023, a process of Global Engagement was undertaken to seek ideas as to priority areas of investment against the following themes:

**Theme A. Improved predictive breeding to manage genetic complexity.** For example, applying crop models, improved imputation methods, optimum contribution selection and evolutionary computing.

**Theme B. Creating and using genetic diversity.** For example, unlocking the potential of genome editing, improved transformation systems, improved trait introgression, and more effective use of wild relatives for Australian crop improvement.

**Theme C. Exploiting heterosis.** For example, defining and optimizing heterotic groups for wheat and canola.

**Theme D. Developing accelerated breeding systems.** For example, platform technologies such as cost-effective doubled haploids, apomixis, improved crossing efficiency and others.

From this process a number of priority areas were identified, two of which will be addressed through this multi-stage procurement. A multi-stage process has been chosen with longer timeframes for response

development as to encourage applications including non-traditional partners, especially international and/or commercial partners.

## EOI #1 Investment priority areas

GRDC is interested in hearing from potential partners to relation to the **below priority areas**. GRDC encourages responses from traditional and non-traditional partners; Australian and International organisations; public and private entities. A separate application is required for each priority area if entities wish to apply for both priority areas.

Theme	Priority Area	Summary of the opportunity or constraint
B Creating and using genetic diversity	B.3 Utilising the B genome diversity in canola	<p>Canola, <i>Brassica napus</i> (AACC) is a crop derived from interspecific crosses between <i>Brassica rapa</i> (AA) and <i>Brassica oleracea</i> (CC). By contrast, <i>Brassica juncea</i> (AABB) and <i>Brassica carinata</i> (BBCC) originated from crosses between <i>Brassica nigra</i> (BB) and <i>Brassica rapa</i> (AA), and <i>Brassica nigra</i> (BB) and <i>Brassica oleracea</i> (CC), respectively.</p> <p>The B genome of Brassicas possess a number of desirable traits that would be of benefit to canola (AACC). However, integration of B genome genes into canola is difficult due to the genetic controls which prevent non-homologous pairing of chromosomes and the recombination which can occur.</p> <p><b>There is a need to develop innovative methods to integrate valuable segments of the B genome, without the instability and agronomic penalties that occur with the addition of the whole B genome.</b></p> <p>Target crops: Canola</p> <p>Indicative project size: medium four-year project</p>
D Developing accelerated breeding systems	D.2 Development and integration of breeder facing AI tools to maximise use of pre-breeding research outputs and improve breeding processes.	<p>As the number of sources and types of breeding and pre-breeding information increase, there is an increased need for tools that allow quick access to accurate and useful information for breeder decisions.</p> <p><b>A new generation of AI tools have recently been developed that could be applied to this challenge to increase and accelerate the use of GRDC pre-breeding project outputs in Australian breeding programs.</b></p> <p>Target crops: Wheat, barley, canola</p> <p>Indicative project size: small three-year project</p>

Note: Potential future multi-stage processes may cover other Priority Areas identified during the Global Engagement Phase of the Accelerating Genetic Gain Initiative.

### 2.2 The AccGG Strategic Initiative Investment Outcome is:

*By 2029, new transformational genetic technologies are developed, evaluated in collaboration with Australian breeding programs, with the potential to increase the genetic gain for yield to at least 1% pa for wheat, barley and canola.*

*Grower Outcome: By 2039, transformational genetic technologies are implemented in Australian wheat, barley and canola breeding programs, with growers receiving improved varieties with an annual genetic gain in yield of at least 1%.*

This outcome will be achieved across multiple projects under the Accelerating Genetic Gain Strategic Initiative.

### 3 REQUIREMENT

- 3.1 GRDC seeks Responses from parties interested in participating in a multi-stage process in relation to the Accelerating Genetic Gain Strategic Initiative – EOI #1. Specifically, GRDC seeks Responses that will address one of the following Priority Areas:

#### **B.3 - Utilising the B genome diversity in canola**

By 2029, innovative methods developed to integrate valuable segments of the B genome, without the instability and agronomic penalties that occur with the addition of the whole B genome.

#### **D.2 – Breeder facing AI tools**

Development and integration of breeder facing AI tools to maximise use of pre-breeding research outputs and improve breeding processes.

#### 3.2 Expressing interest in more than one Priority Area

Applicants can submit a Response for either of the two Priority Areas. Applicants interested in more than one priority area must submit a separate Response for each Priority Area. The same evaluation criteria will be applied to each Priority Area.

#### 3.3 Co-investment targets

GRDC is seeking high levels of co-investment in this procurement, with partner cash and in-kind at least matching requested GRDC investment.

#### 3.4 Leverage opportunities through Analytics for the Australian Grains Industry

Analytics for the Australian Grains Industry (AAGI) is a GRDC strategic partnership with University of Queensland, Curtin University and University of Adelaide. AAGI has strengths in bioinformatics, machine learning and artificial intelligence. AAGI is available as an in-kind GRDC contribution to these investments. Applicants are encouraged to discuss potential support and collaborations with AAGI. To access AAGI support in the first instance, applicants must make enquiries to the AAGI Director, Dr Nathan O’Callaghan [nathan.ocallaghan@curtin.edu.au](mailto:nathan.ocallaghan@curtin.edu.au).

#### 3.5 Potential Applicants

GRDC encourages responses from traditional and non-traditional partners; Australian and International organisations; public and private entities; SMEs and multi-national companies. Collaborative partnerships are encouraged. International applicants are encouraged to apply but must demonstrate a clear benefit of research for Australian grain growers and have demonstrated the use of the developed technology in Australia by the end of the project.

#### 3.6 Response format

For full details on Response requirements see Clause 21 below. In brief, Responses should be emailed to GRDC by the Closing Time. Responses should be not more than 10 pages in PDF format, inclusive of any supporting data, charts, images, tables, references and other supporting documentation. The Response file name/s must include the EOI Reference number. The response should address the Selection Criteria (Clause 26) and a statement against the Conditions for Participation (Clause 25).

# PART 2 – EOI CONDITIONS

## 4 DEFINITIONS AND INTERPRETATION

### 4.1 This EOI comprises:

- (a) The Cover Page;
- (b) These terms and conditions (attached to this EOI); and
- (c) Any attachments or annexures expressly incorporated by reference.

If there is an inconsistency between any part of this EOI, a descending order of precedence is to be accorded so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

### 4.2 In this EOI, unless the contrary intention appears, or intention is expressed:

Term	Definition
Closing Time	means the time and date that Responses to the EOI must be lodged as specified on the Cover Page.
Deadline for Submission of Respondent Enquiries	means the time and date that any enquiries in relation to the EOI must be provided to GRDC in accordance with clause 8 to this EOI and as specified on the Cover Page.
Document Contact and Enquiries	means the relevant GRDC contact person as specified on the Cover Page.
EOI	means this Expression of Interest.
Industry Briefing	means, if specified on the Cover Page, an industry briefing to be held in respect of the Requirement conducted in accordance with clause 17.
Requirement	means the objectives that GRDC is aiming to achieve through the conduct of this EOI more fully described in clause 3.
Response	means a response to this EOI submitted by a Respondent in accordance with this EOI.
Respondent	means a person or entity who submits a Response.

- (a) a reference to time is to time in the Australian Capital Territory;
- (b) words importing a gender include each other gender;
- (c) words in the singular include the plural and vice versa;
- (d) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (e) a reference to a clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure to this EOI;

- (f) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority, agency or other entity;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
- (h) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

4.3 To the extent permitted by law, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between GRDC and a Respondent unless and until a contract is signed by GRDC and the successful respondent following any subsequent procurement process.

4.4 GRDC will not be responsible for any costs or expenses incurred by any Respondent in connection with this EOI including the preparation or lodgement of a Response, providing GRDC with further information, giving presentations, attending industry briefings / interviews or participating in any subsequent negotiations, or otherwise participating in this EOI process.

## **5 MULTI-STAGE PROCESS**

5.1 GRDC is initiating what may become a multi-stage procurement process seeking innovative solutions from industry in relation to the Requirement. GRDC may, at its sole discretion, undertake future activity/s for any part or all of the Requirement. As a result, GRDC may also conduct an additional procurement process or processes. Respondents who are evaluated to be suitably qualified in this EOI may be invited to participate in a subsequent procurement process, if any.

## **6 INVITATION**

6.1 This EOI is an invitation to treat. It is a formal request for Respondents to submit a Response to address the Requirement. Nothing in this EOI is to be construed as creating any binding contract (express or implied) between GRDC and any Respondent.

## **7 ACCURACY OF EOI**

7.1 GRDC makes no representations or warranties that the content or information in this EOI or any information communicated or provided to Respondents in relation to or during the EOI process is, or will be, accurate, correct, current or complete.

## **8 ENQUIRIES ABOUT THIS EOI**

8.1 **All enquiries in relation to this EOI must be:**

- (a) in writing and issued to the Document Contact and Enquiries; and
- (b) submitted no later than the Deadline for Submission of Respondent Enquiries.

- 8.2 GRDC may in its sole and absolute discretion answer, or decline to answer, any communication received from a Respondent. Any answers to Respondent enquiries will be communicated to all Respondents as applicable.

## **9 ADDITIONS AND AMENDMENTS**

- 9.1 GRDC reserves the right to change any information or to issue an addendum to this EOI.
- 9.2 If GRDC amends this EOI after Responses have been submitted, GRDC may seek amended Responses.
- 9.3 Respondents will have no claim against GRDC or its officers, employees or advisers in connection with either the exercise of, or failure to exercise, GRDC's rights under this clause 9.

## **10 TERMINATION, SUSPENSION, DEFERMENT**

- 10.1 Without limiting its other rights under this EOI or at law or otherwise, GRDC may suspend, defer or terminate this EOI process at any time. GRDC will notify Respondents to this effect.

## **11 OTHER RIGHTS**

- 11.1 Without limiting its other rights under this EOI or at law or otherwise, GRDC may at any time during this EOI process, select one or more Respondents to conduct any subsequent procurement process or otherwise.
- 11.2 Any time or date in this EOI is for the convenience of GRDC. The establishment of a time or date in this EOI does not create an obligation on the part of GRDC to take any action or exercise any right established in this EOI or otherwise.

## **12 REPRESENTATION**

- 12.1 No representation made by or on behalf of GRDC in relation to this EOI (or its subject matter) will be binding on GRDC.

## **13 INTELLECTUAL PROPERTY**

- 13.1 Persons obtaining or receiving this EOI and any other documents issued in relation to this EOI may use the documents for the sole purpose of preparing a Response. Such intellectual property rights as may exist in this EOI and any other documents provided to Respondents by or on behalf of GRDC in connection with the EOI process are owned by (and will remain the property of) GRDC except to the extent expressly provided otherwise.

## **14 SEEK OWN ADVICE**

- 14.1 This EOI is not business, investment, legal or tax advice. Respondents should seek their own independent professional advice in respect of all matters in connection with this EOI.

## **15 CONSORTIUM**

- 15.1 Without limiting GRDC's rights, GRDC's preference is to enter into an agreement with a single legal entity that will take full responsibility for the performance of the Requirement on behalf of any proposed consortium in any subsequent process.
- 15.2 **If a Respondent intends to submit a consortium response for the Requirement, the consortium Response is to:**
- (a) include the details for each member of the proposed consortium;
  - (b) describe in detail the relationship between each member of the consortium and the structure proposed for management of the consortium, including nominating a single point of contact for all communications in relation to this EOI;
  - (c) further to clause 16.1, provide details on the extent to which each member of the consortium will be jointly and severally liable for the performance of all members of the consortium under any resultant agreement or that one member of the consortium will be fully liable for the performance of all members of the consortium; and
  - (d) include such other information that GRDC requires to undertake a risk assessment of the proposed consortium response.
- 15.3 GRDC will not consider a joint response other than a response submitted in accordance with this clause 16. A reference to Respondent in this EOI is a reference to each member of any proposed consortium.

## **16 CONFIDENTIAL INFORMATION AND CONFLICT OF INTEREST**

- 16.1 GRDC may require a Respondent to execute a deed of confidentiality or similar undertaking before being provided with some or all of the information included in this EOI. Whether or not such a deed or undertaking is required, and without limiting a Respondent's obligations under the deed or any undertaking, Respondents are to:
- (i) treat this EOI and any information provided to Respondents by or on behalf of GRDC in connection with the EOI process as confidential;
  - (ii) not disclose or use that information except as strictly required for the purpose of developing a Response in accordance with this EOI; and
  - (iii) not disclose that information to another Respondent unless that Respondent is a member of a consortium which is preparing a Response in accordance with clause 15.
- 16.2 In accordance with the Commonwealth Procurement Rules, GRDC will keep Responses confidential.
- 16.3 Respondents agree to immediately notify GRDC in writing if the Respondent becomes aware of an actual, potential or perceived conflict of interest at any time before the completion of this EOI and any subsequent process, which is not fully disclosed in its Response.
- 16.4 In the event of an actual, potential or perceived conflict of interest, GRDC may in its absolute discretion, do any or all of the following:
- (a) enter into discussions with the Respondent to seek to resolve and / or manage the conflict of interest;
  - (b) exclude the Respondent from further consideration in this EOI; or
  - (c) take any other action which it considers appropriate.

## 17 INDUSTRY BRIEFING

- 17.1 If specified on the Cover Page, an Industry Briefing may be conducted in relation to the Requirement and in accordance with this clause 17.
- 17.2 **Representatives of prospective Respondents at any Industry Briefing will be limited to two personnel. In relation to a proposed consortium Response, the number of representatives will be limited to two personnel of the lead Respondent.**
- 17.3 **Nominations to attend the Industry Briefing are to be forwarded in writing to the Document Contact and Enquiries by 08/05/2024 2:00PM AEST. The following details are required:**
- (a) Respondent's name, organisation they represent and location;
  - (b) full name of each of the Respondent's representatives that will attend the EOI; and
  - (c) email address of each of the respondents representatives
- 17.4 Industry Briefings are conducted for the purpose of providing background information only. Respondents should note the effect of clauses 9, 14 and 16. Respondents should not rely on a statement made at any Industry Briefing as amending or adding to this EOI unless that amendment or addition is confirmed by GRDC in writing.

## 18 APPLICATION OF LAWS AND COMMONWEALTH POLICIES

- 18.1 The Respondent should familiarise itself with all relevant Commonwealth legislation relating to the provision of the Requirement including;
- (a) the *Public Governance, Performance and Accountability Act 2013* and associated delegated legislation;
  - (b) the *Primary Industries Research and Development Act 1989*;
  - (c) the *Crimes Act 1914*;
  - (d) the *Criminal Code*, in particular Chapter 7 which provides:
    - (i) for offences that attract substantial penalties (these offences include theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents); and
    - (ii) that giving false or misleading information is a serious offence;
  - (e) the *Archives Act 1983*;
  - (f) the *Ombudsman Act 1976*;
  - (g) *Modern Slavery Act 2018*;
  - (h) work health and safety laws;
  - (i) the Protective Security Policy Framework published by the Attorney-General's Department; and
  - (j) any other Commonwealth legislation, policies and guidelines applicable to the provision of the Requirement.

- 18.2 Respondents must comply with any obligations applicable to them contained in the legislation arising from the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).
- 18.3 Respondents' attention is drawn to the obligations under Part 4 of the *Charter of United Nations Act 1945* (Cth) and the *Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002*. These laws require any person who holds assets or funds belonging to a person or organisation on the list of persons and entities designated as terrorists to immediately freeze those assets. It is an offence to make any funds or assets available to a person or organisation on the list. The list and more information are available at: <https://www.dfat.gov.au/international-relations/security/sanctions/consolidated-list>
- 18.4 Respondents should be aware that GRDC will not enter into a contract with a Respondent that has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements and who have not paid the claim.

### 18.5 The Australian National Audit Office

- (a) The attention of Respondents is drawn to the *Auditor-General Act 1997* (Cth) (the Auditor-General Act), which gives the Auditor-General or an authorised person a right to have, at all reasonable times, access to information, documents and records.
- (b) In addition to the Auditor-General's powers under the Auditor-General Act, any resultant contract may contain a right of access by the Auditor-General, or an authorised person, to information, documents, records and GRDC's assets, including those on the Respondent's (and any subcontractor) premises at reasonable times on reasonable notice for the purpose of carrying out the Auditor-General's functions. The right of access is restricted to information and assets which are in the custody or control of the Respondent or its employees, agents or subcontractors, and which are related to any contract. Such access applies for the term of any contract and for seven (7) years after its expiry or termination.
- (c) Respondents should obtain, and will be deemed to have obtained, their own advice on the impact of the Auditor-General Act on its participation in this EOI process and any subsequent contract.

### 18.6 Privacy Legislation

- (a) The *Privacy Act 1988* (Cth) (Privacy Act) establishes a national scheme providing for the appropriate collection, holding, use, correction, disclosure and transfer of personal information by public and private sector organisations.
- (b) Where applicable, any resultant contract may require compliance with the Privacy Act.
- (c) Respondents should obtain, and will be deemed to have obtained, their own advice on the impact of the Privacy Act on their participation in this EOI process and any subsequent contract.

### 18.7 Disclosure of Information

- (a) The *Freedom of Information Act 1982* (Cth) (FOI Act) gives members of the public rights of access to documents in the possession of the Australian Government and its agencies. The FOI Act extends as far as possible the right of the Australian community to access information (generally documents) in the possession of the Australian Government, limited only by exceptions and exemptions necessary for the protection of essential public interests and of the private and business affairs of persons in respect of whom information is collected and held by departments and public authorities.
- (b) Each Respondent should obtain, and will be deemed to have obtained, its own advice on the impact of the FOI Act and all other relevant legislation on its participation in this EOI process and any subsequent contract. All sensitive and business information or other confidential data, which a

Respondent provides in its Response and considers should be exempt from disclosure under the FOI Act, should be clearly indicated in its Response.

### 18.8 Workplace Gender Equality

- (a) Where the Respondent is currently named as not complying with the *Workplace Gender Equality Act 2012* (Cth), GRDC will exclude its Response from further consideration.

## PART 3 – LODGING A RESPONSE

### 19 RESPONDENT TO INFORM THEMSELVES

#### 19.1 Respondents are responsible for:

- (a) examining this EOI, any documents referenced in or attached to this EOI and any other information made available by GRDC to Respondents in connection with this EOI;
- (b) obtaining and examining all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Responses; and
- (c) satisfying themselves as to the accuracy and completeness of their Responses.

### 20 HOW TO LODGE A RESPONSE

20.1 Responses must be submitted in accordance with the process specified on the Cover Page before the Closing Time, which may be extended by GRDC at its absolute discretion. Responses submitted by any other means including by hand or fax, will not be accepted by GRDC.

20.2 Any Response lodged after the Closing Time or received after the Closing Time will be deemed to be a late response. GRDC will not accept a late response, unless the Response is late solely because of GRDC's own mishandling.

20.3 GRDC does not take any responsibility for any problems arising from Respondent's infrastructure and/or Internet connectivity.

#### 20.4 File format, name and size

- (a) **File format:** GRDC will accept Responses of up to 10 pages in PDF format inclusive of any supporting data, charts, images, tables, references and other supporting documentation.
- (b) **File names:** The Response file name/s must include the EOI Reference number.

### 21 RESPONDENT'S ACKNOWLEDGEMENT

#### 21.1 Respondents acknowledge that:

- (a) lodgement of their Response on time and in accordance with the EOI conditions is entirely their responsibility;
- (b) by providing their Response they accept the conditions set out in this EOI;

- (c) they do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these conditions other than as expressly stated by GRDC in writing;
- (d) they have relied entirely upon their own inquiries and inspection in respect of the subject of their Response;
- (e) are aware of the Australian Consumer Law (Schedule 2 to the *Competition and Consumer Act 2010*) and Division 137 of the Criminal Code under which giving false or misleading information is a serious offence;
- (f) are aware of the impact of the *Auditor-General Act 1997*(Cth) on its participation in this EOI and any subsequent procurement process; and
- (g) GRDC will not be liable for any loss, damage, costs or expenses incurred by Respondents or any other person if, for any reason, a Response or any other material or communication relevant to this EOI is not received on time, is corrupted or altered or otherwise is not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

## 22 AFTER LODGING THE EOI

22.1 All Response documents become the property of GRDC.

22.2 Intellectual property owned by the Respondent or third parties in material contained in the Response will not pass to GRDC. However, GRDC may use, reproduce and circulate on a royalty free, perpetual and irrevocable basis any material contained in the Response, or provided by the Respondent in response to this EOI, to the extent necessary to conduct the EOI and in the preparation of any contract if the Respondent is successful.

## 23 COMPLAINTS

23.1 If a Respondent has a complaint concerning this EOI or GRDC's management of any aspect of this process, the Respondent may notify GRDC in writing with details of the complaint via <https://grdc.com.au/about/contact-us>. Respondents should refer to the GRDC Complaints Handling Policy and Procedure at: <https://grdc.com.au/about/corporate-governance>. On the request of GRDC, Respondents are to cooperate with GRDC in the resolution of any complaint regarding this EOI.

# PART 4 – EVALUATION OF RESPONSES

## 24 CONDITIONS FOR PARTICIPATION

24.1 The Respondent must satisfy the following Conditions for Participation:

- (a) The Tenderer must be a single legal entity or recognised firm of partners except where the Tender is submitted by a consortium and the Tender specifies that each member of the proposed consortium will be party to the contract.
- (b) The Respondent and any subcontractor must be compliant with the *Workplace Gender Equality Act 2012* (Cth).
- (c) The Respondent and any subcontractor must not have a judicial decision against it (not including decisions under appeal) relating to employee entitlements and who have not paid the claim.

- (d) The Respondent and any subcontractor must not be named on the Consolidated List, being the list of persons and entities who are subject to targeted financial sanctions or travel bans under Australian sanction laws, as maintained by the Department of Foreign Affairs and Trade.
- (e) In accordance with the Black Economy Procurement Connected Policy, a Tenderer must also include as part of its application a satisfactory and valid Statement of Tax Records (STR) and, if the total value of all work under any proposed subcontract is expected to be equal to or above \$4 million (inclusive of GST), a satisfactory and valid STR of that proposed subcontractor.
- (f) If indicated on the Cover Page, any other Conditions for Participation relating to this EOI.

24.2 GRDC will exclude a Response from further consideration if GRDC considers that the Respondent does not comply with the Conditions of Participation. Applicants must include a statement addressing the Conditions of Participation in their Response (see Clause 3.6).

## 25 EVALUATION CRITERIA

25.1 A Respondent's Response will be evaluated against the Evaluation Criteria identified below and the overall proposition presented in the Response.

25.2 Respondents are to ensure their Response addresses the following Evaluation Criteria. Please limit responses to each Criteria to 500 words or less. Include any diagrams or images that will assist to illustrate your response.

No.	Evaluation Criteria	Weighting
1	Proposed high-level project plan to deliver profitable outcomes for Australian grain growers and the envisaged outcome for the priority area in question. Include information on: (a) Priority Area being applied for. (b) Proposed deliverables. (c) Proposed benefits to Australian growers. (d) Demonstrated freedom to operate and access to the IP required to deliver the proposed deliverables, including any proprietary knowledge or IP required. (e) Proposed commercial and non-commercial partners, including any proposed collaboration with AAGI.	40%
2	Demonstrated understanding of the priority area and considerations for its application in breeding for wheat, barley and/or canola in Australia.	20%
3	Strengths and track record of lead organisation and partners in enabling next user adoption of research outputs, including: a) Track record in delivery of RD&E outputs related to priority area. b) High level strategy to enable adoption of proposed project deliverables. c) Track record of adoption of RD&E outputs in breeding companies, with examples of impact.	20%
4	Putative expected co-investment (cash and/or in-kind) to be leveraged against the requested GRDC fund.	20%

## 26 INDICATIVE EVALUATION CRITERIA AND TIMELINES FOR ANY SUBSEQUENT PROCESS

26.1 Respondents should be aware of the *indicative* Evaluation Criteria for any subsequent process relating to the Requirement is provided below:

No.	Indicative Evaluation Criteria for any subsequent process	Weighting
	Technical	
1	<p><b>Project Plan</b> - A detailed plan to deliver the investment outcome and outputs, specifying the:</p> <ul style="list-style-type: none"> <li>- specific information, products and/or services to be delivered</li> <li>- key tasks/milestones, responsible parties and indicative timeframes</li> <li>- project team structure and management arrangements, including collaborations with organisations, commercial companies and/or other projects with relevant data.</li> </ul>	25%
2	<p><b>Methodology</b> - Describe the method/s to achieve the investment outputs, including:</p> <ul style="list-style-type: none"> <li>- methods to be developed/deployed</li> <li>- number of years and seasons of field testing, lab work etc.</li> <li>- proposed locations of activities</li> <li>- management and design of experiments etc. statistical design and analysis capacity.</li> </ul>	20%
3	<p><b>Path to Market</b> - A detailed plan to deliver relevant project output to target audience/s, specifying:</p> <ul style="list-style-type: none"> <li>- description of each deliverable (information, product or service)</li> <li>- the target audience(s) for each deliverable - e.g. growers, advisors, plant breeders, pathologists, GRDC</li> <li>- the methods and structures for delivering of the output, which may include commercialisation, communication, and/or additional R&amp;D.</li> </ul>	25%
4	<p><b>Intellectual Property (IP) Management</b> - A summary of the IP including:</p> <ul style="list-style-type: none"> <li>- existing IP that you intend to use during the project and whether this would cause any restrictions on the use, publication or commercialisation of the intended project outputs</li> <li>- new IP that may be created in the course of the project</li> <li>- how IP will be managed throughout the project.</li> <li>- plan for IP management after the project completion</li> </ul>	15%

5	<p><b>Data Management</b> - An overview of your approach to data management in accordance with GRDC RD&amp;E Data Management Guidelines, including:</p> <ul style="list-style-type: none"> <li>- existing data that you intend to use during the project and any potential restrictions on its use, including in publication or commercialisation of the intended project outputs</li> <li>- how all data will be managed during the investment</li> <li>- new valuable data that will be created during the project and the Approved Repository where it will be stored.</li> </ul>	15%
6	<b>Price</b> – The tendered price (as provided on the GRDC Budget Template)	N/A
7	<b>Risk</b> – Any risks inherent in the tender including the degree of compliance with the draft contract and any actual or perceived conflict of interest	N/A
8	<b>Australian economy</b> - the economic benefit of the procurement to the Australian economy (unweighted)	N/A

26.2 The *indicative* Application Closing Time for any subsequent process relating to the Requirement is December 2024.

## 27 EVALUATION PROCESS

27.1 GRDC will screen all Responses against the Conditions for Participation.

27.2 GRDC will exclude a Response from consideration if:

- (a) the Response is not received by the Closing Time;
- (b) the Respondent does not meet a Condition for Participation;
- (c) the Response includes electronic files that cannot be read or decrypted or exceed the file size; or
- (d) the Respondent does not comply with this EOI.

- 27.3 The Evaluation Criteria in clause 26 will be used to assess all Responses to identify a shortlist of Respondents who may be invited to participate in a subsequent process. This assessment will be based on information provided by the Respondent in their Response.
- 27.4 GRDC may seek clarification or additional information at any stage from Respondents in order to assist with the evaluation process.

## **28 SECURITY, PROBITY AND FINANCIAL CHECK**

- 28.1 GRDC may perform such security, probity and financial investigations and procedures as GRDC may determine are necessary in relation to any Respondent, its employees, officers, partners, associates, subcontractors or related entities including consortium members and their officers, employees and subcontractors.

## **29 NO CONTRACT**

- 29.1 Nothing in this EOI, or the submission of any Response to this EOI constitutes a contract, express or implied, with GRDC.