



REQUEST FOR TENDER

TERMS and CONDITIONS

PLEASE NOTE:

Tenders must be lodged online through the Grains Investment Portal
<https://access.grdc.com.au>

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PART 1–ABOUT THIS RFT

1 About this document

This RFT is made up of:

- (a) Parts 1 – 3 which set out the conditions applying to the RFT process;
- (b) Schedule 1, which sets out the Statements of Requirement; and
- (c) Schedule 2, which sets out the Draft Contract.

2 Invitation to Tender

The Grains Research and Development Corporation (**GRDC**) invites tenders for the provision of the services described in the Statement of Requirements (Schedule 1) in accordance with this RFT.

3 Approach to market

GRDC uses AusTender, the online tendering system for Australian Government agencies, to publish notifications of any approach to market that it may issue in relation to an open tender process, including details about accessing RFT documents.

4 RFT Download on GRDC website

All RFT documents are made available, and can be accessed for download, in the “Current Tenders” section on GRDC website. The “Current Tenders” section can be accessed at the following address:

<https://grdc.com.au/Apply/Current-Tenders>

5 Enquiries about this RFT

5.1 All enquiries in relation to this RFT must be:

- (a) in writing to the Project Manager; and
- (b) submitted no later than the Deadline for Submission of Tenderer Enquiries specified on the cover page of this RFT.

5.2 GRDC may in its sole and absolute discretion answer, or decline to answer, any communication received from a Tenderer.

6 Evaluation of Tenders

Tenders will be evaluated in accordance with Part 3 - The Evaluation Process and Criteria.

7 Required Format for Tenders

Tenderers must comply with the Minimum Content and Format Requirements and the Conditions for Participation. Subject to clause 17 of this RFT, failure to comply will result in the Tender being excluded from further consideration.

PART 2 – TENDER CONDITIONS

8 Definitions

8.1 In this RFT, unless the contrary intention appears:

Term	Definition
Closing Time	means the time and date that Tenders for the RFT must be lodged as specified by GRDC on the cover page to this RFT.
Commonwealth	means the Commonwealth of Australia.
Commonwealth Agency	means a body subject to the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth)

Conditions for Participation	means the mandatory conditions (if any) identified in Schedule 1 with which a Tenderer must comply in order to participate in this RFT process.
CPRs	means the Commonwealth Procurement Rules from time to time issued under 105B(1) of the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
Draft Contract	means the draft agreement or deed set out or referred to in Schedule 2 of this RFT.
Evaluation Criteria	means the detailed criteria as set out in Part 3 of this RFT that will be used to evaluate the compliance and/or relative ranking of Tenders.
Grains Investment Portal	means the portal at https://access.grdc.com.au .
GST	has the same meaning as in the GST Act.
GST Act	means <i>A New Tax System (Goods and Services) Tax Act 1999</i> (Cth).
Late Tender	means a Tender that is lodged after the Closing Time.
Minimum Content and Format Requirements	means the mandatory content and format requirements (if any) identified in Schedule 1 with which a Tenderer must comply in order to participate in this RFT process.
Project Manager	means the person specified by GRDC for this RFT.
Requirement	means the requirements listed or described in Schedule 1 (Statement of Requirements).
RFT	means this document, including all schedules and any addenda issued by GRDC in respect of it.
Statement of Requirement	means the description of GRDC's requirements for the RFT set out in Schedule 1.
Tender	means a response to this RFT submitted by a Tenderer via the Grains Investment Portal.
Tenderer	means an entity or person which submits a Tender.

8.2 Additional definitions may appear throughout this RFT.

8.3 In this RFT, except where the contrary intention is expressed:

- (a) a reference to time is to the 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 RFT;
- (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.

8.4 To the extent of any inconsistency between any of the information in this RFT, the information

will be interpreted in the following order of priority (with the first listed having the highest priority and the last listed having the least priority):

- (a) Part 2 of this RFT;
- (b) Part 3 of this RFT;
- (c) Part 1 of this RFT;
- (d) the Schedules to this RFT.

9 Electronic Lodgement

- 9.1 Tenders must be lodged and completed electronically through the Grains Investment Portal at <https://access.grdc.com.au> before the Closing Time and in accordance with the Tender lodgement procedures set out in this RFT.
- 9.2 Tenders lodged through the Grains Investment Portal will be deemed to be authorised by the Tenderer named on that Tender.
- 9.3 A Tender submitted by any other means including by email, hand or fax, will not be accepted by GRDC.

10 Preparing to Lodge a Tender

- 10.1 The Tenderer warrants that, when it lodges its Tender through the Grains Investment Portal it has taken reasonable steps to ensure that any electronic files that form part of the Tender are free of viruses, malicious code or other disabling features which may affect GRDC ICT environment. Any Tender found to contain viruses, malicious code or other disabling features will not be considered by GRDC.
- 10.2 Tenders must not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by GRDC IT Services.
- 10.3 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

11 Proof of Lodgement

- 11.1 Tenderers will receive an on-screen message that their Tender lodgement has been successful, as well as, an Application ID number.
- 11.2 Failure to receive the on-screen message referred to in clause 11.1 means that the lodgement has not been successful.

12 Late Lodgement Policy

- 12.1 Tenders lodged after the Closing Time will not be considered.
- 12.2 Tenderers are responsible for ensuring their infrastructure including operating system and browser revision levels are sufficient to enable it to lodge a Tender before the Closing Time. GRDC does not take any responsibility for any problems arising from Tenderer's infrastructure and/or Internet connectivity.
- 12.3 Late Tenders, incomplete Tenders, including those with electronic files that cannot be read or decrypted, will not be considered.
- 12.4 The judgement of GRDC as to the time a Tender has been lodged will be final.

13 Tenderer's Acknowledgement

Tenderers acknowledge that:

- (a) lodgement of their Tender on time and in accordance with this RFT is entirely their responsibility;
- (b) by lodging a Tender they accept the conditions set out in this RFT; and
- (c) GRDC will not be liable for any loss, damage, costs or expenses incurred by Tenderers or any other person if, for any reason, a Tender or any other material or communication relevant to this RFT, 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.

14 Clarifications, Addenda and Notices by GRDC

- 14.1 In the event that GRDC varies or supplements this RFT, it will notify potential Tenderers via its website by posting an addendum notice on the "Current Tenders" section on GRDC website.
- 14.2 GRDC will accept no responsibility if a Tenderer is unaware of any addendum notice which would have been apparent from a visit to the "Current Tenders" section on GRDC website.
- 14.3 Each addendum forms part of this RFT upon issue.
- 14.4 If a Tenderer finds or reasonably believes it has found any discrepancy, error, ambiguity, inconsistency, omission or misleading statement (error) in this RFT, or in any other information given or made available by GRDC, the Tenderer must promptly notify the Project Manager in writing setting out the error in sufficient detail. Any consequential amendment of this RFT or information provided by GRDC will be made available to all Tenderers in accordance with this clause.

15 Corrections by a Tenderer after Lodgement

- 15.1 If, after lodgement of a Tender but before the Closing Time, a Tenderer becomes aware of any discrepancy, error or omission in its Tender and wishes to lodge a correction or additional information, it must resubmit its whole Tender in accordance with this RFT, clearly stating that the Tender is a replacement Tender. If more than one Tender has been submitted by a Tenderer, GRDC will evaluate the Tender lodged at the latest date and time.
- 15.2 No correcting of Tenders or additional information will be accepted after the Closing Time, unless specifically requested by GRDC in accordance with clauses 16 and 17.

16 Request by GRDC for Clarification

- 16.1 If GRDC requires clarification of information contained in a Tender, it will request clarification from the Tenderer in writing. GRDC may elect not to accept information provided in response to a request for clarification if that information alters the original Tender in any material respect. If the Tenderer fails to supply clarification to the satisfaction of GRDC, GRDC may exclude the Tender from further consideration.
- 16.2 Tenderers should:
- (a) respond to any request for clarification within the time period and in the format specified by GRDC;
 - (b) ensure that clarifying information provided answers GRDC's enquiry and is fully consistent with the Tender submitted by the Tenderer; and
 - (c) not seek to materially alter any aspect of their Tender by providing additional information to GRDC.

17 Unintentional Errors of Form

- 17.1 If GRDC considers that there are unintentional errors of form in a Tender, including a Tenderer's failure to comply with the Minimum Content and Format Requirements or to explicitly address the Conditions for Participation, GRDC may, in its absolute discretion and without having any obligation to do so, allow the Tenderer to correct or clarify the error or provide additional information.
- 17.2 GRDC may also, in its absolute discretion, decline to accept any correction or additional information if it considers that to accept it would create unfairness in the RFT process. If GRDC gives a Tenderer an opportunity to correct an unintentional error of form it will provide the same opportunity to all Tenderers.
- 17.3 An unintentional error of form is an error that GRDC is satisfied:
- (a) represents incomplete information not consistent with the Tenderer's intentions and, if relevant, capabilities at the time the Tender was lodged; and
 - (b) does not materially affect the competitiveness of the Tenderer's bid.

18 Tenderer to inform itself

- 18.1 The Tenderer acknowledges that it is deemed to have:
- (a) examined this RFT, any documents referred to in it, and any other information made available in writing by GRDC to Tenderers for the purpose of lodging a Tender;

- (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 its Tender;
 - (c) satisfied itself as to the correctness and sufficiency of its Tender, including its fees, rates or prices;
 - (d) obtained independent advice on the effect of all relevant legislation in relation to the Tenderer's participation in this RFT; and
 - (e) satisfied itself as to the terms and conditions of the Draft Contract (Schedule 2) and its ability to comply with those terms and conditions.
- 18.2 The Tenderer must:
- (a) not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending this RFT other than addenda in accordance with clause 14;
 - (b) not rely upon any warranty or representation made by or on behalf of GRDC, except as expressly provided for in this RFT; and
 - (c) rely entirely upon its own inquiries and inspection in respect of the subject of its Tender.
- 18.3 GRDC will not be responsible for any costs or expenses incurred by the Tenderer in complying with the requirements of this RFT or any subsequent requests for information from GRDC or negotiations with GRDC.
- 18.4 Neither this RFT nor the lodged Tender gives rise to contractual obligations between GRDC and the Tenderer.
- 19 Confidentiality**
- 19.1 Each Tenderer will:
- (a) ensure that all of its employees, agents or sub-contractors involved in meeting GRDC's requirements do not either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of GRDC, the Commonwealth or a third party acquired or obtained in the course of preparing a tender, or any documents, data or information provided by GRDC and which GRDC indicates to the Tenderer is confidential or which the Tenderer knows or ought reasonably to know is confidential;
 - (b) keep confidential, and not disclose, any information (other than information that is in the public domain), that GRDC provides during this RFT process; and
 - (c) if requested by GRDC, provide confidentiality undertakings in a form specified by GRDC and arrange for its applicable employees, agents or sub-contractors to also provide such undertakings.
- 19.2 GRDC will keep confidential any Confidential Information provided to GRDC by Tenderers prior to the award of the Contract and, in respect of unsuccessful Tenderers, after the contract is awarded.
- 19.3 The obligation of confidentiality in clause 19.2 does not apply if the Confidential Information:
- (a) is disclosed by GRDC to its advisers, officers, employees or subcontractors solely in order to conduct the RFT process or manage any resulting contract;
 - (b) is disclosed to GRDC's internal management personnel, solely to enable effective management or auditing of the RFT process or any resulting contract;
 - (c) is disclosed by GRDC to the responsible Minister;
 - (d) is disclosed by GRDC in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) is shared by GRDC within the Commonwealth, or with a Commonwealth agency, where this serves the Commonwealth's legitimate interests including for audit purposes;
 - (f) is authorised or required by law to be disclosed;
 - (g) is in the public domain otherwise than due to a breach of the relevant obligations of

confidentiality; or

(h) is disclosed with the written consent of the Tenderer.

19.4 GRDC operates within a governance and public accountability framework established under legislation which requires GRDC to minimise the amount of information that is subject to confidentiality requirements. GRDC may agree to keep confidential any specific information provided under, or in connection with, the contract where GRDC considers it appropriate to do so.

19.5 To enable GRDC to consider whether it agrees to keep specific information confidential, Tenderers should include in their tender any request that information is to be treated as confidential following the awarding of a contract to it, specifying the information and giving reasons why it is necessary to keep the information confidential.

19.6 GRDC will consider any request made under clause 19.5 and will inform the Tenderer whether or not GRDC, in its absolute discretion, agrees to the request and the terms under which it agrees.

19.7 The terms of any agreement will form part of any Contract to be awarded at the completion of the RFT process.

20 Conflict of Interest

20.1 Tenderers agree to immediately notify GRDC in writing if the Tenderer becomes aware of an actual, potential or perceived conflict of interest at any time before the completion of the RFT process, which is not fully disclosed in its Tender.

20.2 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 to seek to resolve and/or manage the conflict of interest;
- (b) exclude the tender from further consideration (including terminating any contract negotiations); or
- (c) take any other action which it considers appropriate.

21 Use of Tenders

21.1 All Tenders lodged in response to this RFT will become the property of GRDC.

21.2 Intellectual property owned by the Tenderer or third parties in material contained in the Tender 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 Tender, or provided by the Tenderer in response to this RFT, to the extent necessary to conduct the RFT process and in the preparation of any contract if the Tenderer is successful.

22 Ethical Dealing

22.1 GRDC's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the RFT process. GRDC requires the same standards from those with whom it deals.

22.2 Tenders must be compiled without improper assistance of employees or former employees of GRDC and without the use of information improperly obtained or in breach of an obligation of confidentiality.

22.3 The Tenderer must not:

- (a) lodge a Tender that contains false or misleading claims or statements or engage in misleading or deceptive conduct in relation to the RFT process;
- (b) engage in collusive tendering, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in connection with the RFT process;
- (c) attempt to influence improperly any officer, employee or agent of GRDC, or violate any applicable laws or GRDC or Commonwealth policies regarding the offering of inducements in connection with the RFT process.

22.4 GRDC may exclude from consideration any Tender lodged by a Tenderer that, in GRDC's reasonable opinion, has engaged in any behaviour contrary to this clause 22 in relation to the RFT process.

23 Offers and Acceptance of Offers

- 23.1 Lodging a Tender will constitute an offer in accordance with this RFT by the Tenderer for a period of not less than 6 months after the Closing Time.
- 23.2 Any such offer is not taken to have been accepted unless a formal contract has been executed by the Tenderer and GRDC on the basis of the Draft Contract.
- 23.3 Any notice by GRDC to the Tenderer that it is, or is not, a preferred or successful Tenderer does not constitute an acceptance or rejection of the Tenderer's offer.

24 Complaints

- 24.1 If a Tenderer has a complaint concerning this RFT or GRDC's management of any aspect of this procurement process, the Tenderer may notify the Project Manager in writing of the existence of such a complaint. The written notice must also provide details of the complaint.
- 24.2 On receipt of a notification of a complaint under this section the Project Manager will, within 14 days, notify the Tenderer of the identity of the Complaints and Review Officer for this RFT and of the next steps for the Tenderer to take in order to pursue the complaint.

25 Disclaimer

GRDC will not be liable to the Tenderer on the basis of any promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to the Tenderer's participation in this RFT process including instances where:

- (a) the Tenderer is not invited to participate in any subsequent process following completion of this RFT process;
- (b) GRDC varies or terminates the RFT process;
- (c) GRDC decides not to contract for all or any of the requirements; or
- (d) GRDC exercises or fails to exercise any of its rights under or in relation to this RFT.

26 GRDC's Rights

GRDC may, in its absolute discretion:

- (a) vary the terms of this RFT, or the structure, requirements or process referred to in this RFT;
- (b) vary the timing referred to in this RFT;
- (c) determine, at any stage after the Closing Time, a short list of Tenders on any basis that GRDC considers appropriate;
- (d) cease, suspend or vary this RFT process, if this is in the public interest;
- (e) provide additional information to all Tenderers at any time (and if the information is provided after the Closing Time, allow the submission of revised tenders);
- (f) no Tenderer meets the Minimum Content and Format Requirements or Conditions for Participation;
- (g) cancel or amend the information or requirements set out in this RFT;
- (h) seek additional information or clarification from any Tenderer (including its subcontractors or agents);
- (i) seek and/or contact any contacts or referees other than those proposed by Tenderers;
- (j) conduct other stages such as offer definition activities or requests for best and final offers;
- (k) select and negotiate with more than one Tenderer; and
- (l) enter into a contract on terms different to those in the Draft Contract.

27 Joint Tenders

GRDC will not consider joint Tenders or Tenders with multiple Tenderers and will only contract with a single legal entity or recognised firm of partners.

28 Application of Laws and Commonwealth Policies

- 28.1 The Tenderer should familiarise itself with all relevant Commonwealth legislation relating to the provision of the Services specified in the Statement of Requirements 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) work health and safety laws
 - (h) any applicable Commonwealth policies and guidelines; and
 - (i) the Protective Security Policy Framework published by the Attorney-General's GRDC.
- 28.2 Tenderers 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).
- 28.3 Tenderers' 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: [http://dfat.gov.au/international relations/security/sanctions/pages/consolidated-list.aspx](http://dfat.gov.au/international%20relations/security/sanctions/pages/consolidated-list.aspx)
- 28.4 Tenderers should be aware that, in accordance with the CPRs, GRDC will not enter into a contract with a Tenderer that has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements and who have not paid the claim.
- 28.5 The Australian National Audit Office
- (a) The attention of Tenderers is drawn to the *Auditor-General Act 1997* (Cth), 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 1997* (Cth), the Draft Contract contains a right of access by the Auditor-General, or an authorised person, to information, documents, records and GRDC's assets, including those on the Tenderer's 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 Tenderer or its employees, agents or subcontractors, and which are related to the contract. Such access applies for the term of the contract and for seven (7) years after its expiry or termination.
 - (c) Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Auditor-General Act 1997* (Cth) on its participation in this RFT process and any subsequent contract.
- 28.6 Privacy Legislation
- (a) The *Privacy Act 1988* (Cth) 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) The Draft Contract requires the Contractor to comply with the *Privacy Act 1988*

(Cth).

- (c) Tenderers should obtain, and will be deemed to have obtained, their own advice on the impact of the *Privacy Act 1988* (Cth) on their participation in this RFT process and any subsequent contract.

28.7 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 Tenderer 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 RFT process and any subsequent contract. All sensitive and business information or other confidential data, which a Tenderer provides in its Tender and considers should be exempt from disclosure under the FOI Act, should be clearly indicated in the Tenderer's Tender.
- (c) Tenderers should be aware that, in order to enhance transparency, GRDC will make available on request, the names of any subcontractor engaged by a successful Tenderer to provide any part of the Services specified in the Statement of Requirements. Consequently, Tenderers agree to:
 - (i) the public disclosure of the names of any subcontractors engaged under the contract; and
 - (ii) inform relevant subcontractors that the names of subcontractors engaged under the Contract may be publicly disclosed.
- (d) GRDC is obliged to report, through various mechanisms, information about the contract. This includes for instance, GRDC's obligations with respect to:
 - (i) contracts above the reporting threshold for corporate Commonwealth entities in line with the requirements set out in the CPRs; and
 - (ii) its other reporting and disclosure obligations (including annual reporting requirements, disclosure to Parliament and its Committees and so on).

28.8 Workplace Gender Equality

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

29 Applicable Law

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

PART 3 THE EVALUATION PROCESS AND CRITERIA

30 Evaluation Process Methodology

- 30.1 The objective of the evaluation is to identify the Tenderer which best meets the Statement of Requirements and represents the best value for money.
- 30.2 GRDC will not evaluate a Tender unless it complies with the Minimum Content and Format Requirements including all required information, statements, certifications and declarations.
- 30.3 The Tenderer must also meet the Conditions for Participation. Subject to clause 17, failure to satisfactorily meet any of the Conditions for Participation will result in the Tender being excluded from consideration.
- 30.4 GRDC's decision on the parameters and methodology for evaluation will be final.
- 30.5 Subject to negotiations, a Contract will be awarded to the Tenderer(s) that:
 - (a) meet(s) the Minimum Content and Format Requirements;

- (b) satisfies all Conditions for Participation;
- (c) meets all the Statement of Requirements;
- (d) is fully capable of undertaking the Contract; and
- (e) is evaluated as providing best value for money,

unless, for whatever reason, in the opinion of GRDC it is not in the public interest to do so.

30.6 No legal rights or obligations in relation to a Tender will arise between GRDC and any Tenderer prior to the execution of a Contract.

30.7 GRDC is not bound to accept the lowest Tender.

31 Evaluation Criteria

31.1 The criteria to be applied for the purposes of evaluation are as follows:

No.	Evaluation Criteria
1	Technical - The extent to which the Tender meets the Technical Requirements
2	Price - The tendered price
3	Risk - risks inherent in the Tender including the degree of compliance with the Draft Contract and any actual or perceived conflict of interest

31.2 The sub-criteria under Evaluation Criterion 1 (Technical) will be given the relative weightings (if any) as specified in Schedule 1 of this RFT.

31.3 Evaluation Criterion 2 (Price) and Evaluation Criterion 3 (Risk) are unweighted.

31.4 GRDC will evaluate tenders in the following manner:

- (a) Tenders will be screened to assess compliance with the Conditions for Participation and the Minimum Content and Format Requirements. Subject to clause 17, Tenders that do not comply will, be excluded from any further evaluation;
- (b) Tenders which satisfy the Conditions for Participation and Minimum Content and Format Requirements will be assessed against the Evaluation Criteria;
- (c) for the purposes of Evaluation Criterion 1 (Technical), Tenderers will be assessed against each of the Technical sub-criteria as specified in Schedule 1 of this RFT, using objective scoring. The weighting (if any) for each scored sub-criterion will then be applied to the Tenderers' averaged score against each of the Technical Requirements to produce a weighted score for that criterion;
- (d) the weighted scores for the Technical Requirements will then be added to provide a total weighted score (the Technical Performance Score). Tenderers will be ranked according to their Technical Performance Score;
- (e) overall best value for money represented by the Tenders will be determined having regard to:
 - (i) each Tender's Technical Performance Score;
 - (ii) each Tender's offered pricing proposal, relative to other Tenders in accordance with Evaluation Criterion 2 (Price); and
 - (iii) the evaluation of the risks inherent in the Tender in accordance with Evaluation Criterion 3 (Risk); and
- (f) a final ranking of Tenders according to their value for money will be produced.

31.5 Tenderers are to note that depending on the timeframes during which the Tender process progresses, GRDC may conduct some or all of the activities described in clauses 31.4(a) and (b) above in parallel. Tenderers acknowledge and agree that the screening of Tenders as described in section 31.4(a) is an ongoing process and GRDC may decide during the detailed evaluation process that Tenders or Tenderers do not meet the Conditions for Participation and/or the Minimum Content and Format Requirements.

32 Clarification, Shortlisting and Negotiations

32.1 GRDC, in its absolute discretion, may:

- (a) use any relevant information obtained in relation to a Tender (through this RFT or by independent inquiry) in the evaluation of Tenders;
- (b) enter into negotiations or discussions with any one or more Tenderers; and
- (c) seek clarification or additional information from any Tenderer.

32.2 GRDC may shortlist Tenderers, based on the assessment of value for money. If it does so, Tenderers will be advised accordingly, and shortlisted Tenderers may be invited to provide further information, including through an interview or presentation, on their Tender to GRDC.

32.3 Without limiting its other rights under the RFT, if in GRDC's view during final negotiations the successful Tenderer has retracted, or attempts to retract, agreements under which material business, financial, technical and legal issues were resolved during negotiations or parallel negotiations, GRDC may reject the successful Tenderer's Tender, discontinue negotiations with that Tenderer, re-enter negotiations or parallel negotiations with other Tenderers (including or excluding the successful Tenderer), and exercise any other right GRDC has under this RFT, at law or otherwise.

33 Alternative Solutions

33.1 Alternative solutions will only be considered where the Tenderer also provides in its Tender a response that conforms to the requirements of this RFT.

33.2 Where an alternative solution is proposed, the Tenderer should:

- (a) separately identify, in detail, the proposed alternative approach or solution;
- (b) justify the proposed alternative approach or solution with explicit reasons;
- (c) demonstrate that the alternative approach is more beneficial than the approach specified in this RFT; and
- (d) explain the financial impact (specifically including the impact on cost) and any other consequences of the proposed alternative approach or solution relative to the conforming approach.

34 Debriefing of Unsuccessful Tenderers

GRDC will, on request, arrange for a debriefing of unsuccessful Tenderers.

35 Security, Probity and Financial Check

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

35.2 A tender may be rejected by GRDC if the Tenderer does not provide, at its cost, all reasonable assistance to GRDC in this regard.

SCHEDULE 1 - STATEMENT OF REQUIREMENTS

1. Requirements for Tenderers

The details of the project including any expected outcomes and outputs are specified in the Grains Investment Portal for this Tender.

The GRDC requires Tenderers to comply with the Conditions for Participation and the Minimum Content and Format Requirements. Subject to clause 17, failure to comply will result in the Tender being excluded from further consideration.

The Tenderer must fully address all Technical, Price and Risk Criteria in preparing its Tender.

2. Conditions for Participation

For Conditions of Participation refer to the Eligibility Criteria as specified in the Grains Investment Portal for this Tender. The Tenderer must comply with all the Eligibility Criteria.

3. Minimum Content and Format Requirements

The Tenderer must comply with the following Minimum Content and Format Requirements:

- a) The Tenderer's response must be provided using the Grains Investment Portal <https://access.grdc.com.au>
- b) The Tenderer's response must be written in English and any measurements must be expressed in Australian legal units of measurement.

4. Evaluation Criteria

The Tenderer must address all Evaluation Criteria as specified in the Grains Investment Portal for this Tender. This includes all Technical Criteria, Price Criteria and Risk Criteria. Prices should be in Australian dollars and all amounts are to be expressed as both GST exclusive and inclusive. Tendered prices should refer to all costs associated with due and proper completion of the proposed Contract.

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SCHEDULE 2 - DRAFT CONTRACT

The terms and conditions on which GRDC intends to do any business with the successful Tenderer is set out in the attached Draft Contract.

If the Tenderer seeks to propose any change to the Draft Contract, this must be specified in the Contract Compliance Statement in response to the Risk Criteria as part of the Tender.