



AWARDS

TERMS AND CONDITIONS

(ATC)

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PART 1 – APPLICATION CONDITIONS

1 ABOUT THIS DOCUMENT

1.1 This ATC is made up of:

- (a) The Cover Page;
- (b) Parts 1 – 3 to this ATC which set out the terms and conditions applying to the ATC process; and
- (c) The Draft Contract.

2 DEFINITIONS AND INTERPRETATION

2.1 In this ATC, unless the contrary intention appears:

Term	Definition
ATC	means this document, including all schedules, attachments, or any other documents incorporated by reference, and any addenda issued by GRDC in respect of it.
Applicant	means an entity or person which submits an Application and includes a person who submits an Application jointly on behalf of an entity.
Applications	means an application or response submitted by an Applicant pursuant to this ATC and via the method specified on the Cover Page.
Closing Time	means the time and date that Applications for this ATC must be lodged as specified on the Cover Page.
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 identified in clause 31 of this ATC and any additional conditions for participation identified on the Cover Page with which an Applicant must comply in order to participate in this ATC process. Conditions for Participation includes reference to “eligibility criteria”.
Cover Page	means the details of this ATC found on the GRDC website or attached to this ATC in relation to the Requirement.
Deadline for Submission of Applicant Enquiries	means the date specified on the Cover Page.
Draft Contract	means the draft contract or deed for the Requirement identified on the Cover Page and attached to this ATC.
Evaluation Criteria	means the evaluation criteria noted in clause 33 of this ATC.
Grains Investment Portal	means the portal at https://access.grdc.com.au .
GRDC Contact	means the Document Contact and Enquiries on the Cover Page.
Minimum Content and Format Requirements	means the mandatory content and format requirements identified in clause 32 of this ATC and any additional forms, attachments or templates identified on the Cover Page that the Applicant must complete and provide as part of its Tender in order to participate in this ATC process.
Offer Period	means the period specified in clause 20 of this ATC or the Cover Page, whichever is the longest.
Requirement	means the description of GRDC’s requirements detailed on the Cover Page and includes the objectives, expected outcomes and expected outputs required to meet the requirements.

- 2.2 In this ATC, 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 ATC;
 - (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.
- 2.3 To the extent of any inconsistency between any of the information in this ATC, 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) The Cover Page to this ATC;
 - (b) This ATC;
 - (c) The Draft Contract; and
 - (d) Any other attachments forming part of this ATC.

3 INVITATION TO TREAT

- 3.1 This ATC is an invitation to treat, and to the extent permitted by law, no binding contract (including process contract) or other understanding on any basis whatsoever will exist between GRDC and an Applicant unless and until a contract is signed by GRDC and any successful Applicant.
- 3.2 To the extent permitted by law, GRDC has no liability to an Applicant for any compensation on any basis whatsoever in connection with that Applicant's participation in this ATC.
- 3.3 Clause 3.1 does not apply to any confidentiality deed or undertaking executed by an Applicant in respect of its participation in this ATC.
- 3.4 GRDC will not be responsible for any costs or expenses incurred by any Applicant in preparation or lodgement of an Application or taking part in the ATC (including the Applicant complying with any subsequent requests for information from GRDC or negotiations with GRDC).

4 ENQUIRIES ABOUT THIS ATC

- 4.1 All enquiries in relation to this ATC must be:
- (a) in writing to the GRDC Contact; and
 - (b) submitted no later than the Deadline for Submission of Applicant Enquiries.

- 4.2 GRDC may in its sole and absolute discretion answer, or decline to answer, any communication received from an Applicant.

5 ERRORS, ADDENDA AND NOTICES BY GRDC

- 5.1 In the event that GRDC varies or supplements this ATC, it will notify potential Applicants via the GRDC website by posting an addendum notice on the “Current Applications” section on the GRDC website.
- 5.2 GRDC will accept no responsibility if an Applicant is unaware of any addendum notice which would have been apparent from a visit to the relevant section on the GRDC website.
- 5.3 Each addendum forms part of this ATC upon issue.
- 5.4 If an Applicant finds or reasonably believes it has found any discrepancy, error, ambiguity, inconsistency, omission or misleading statement (**error**) in this ATC, or in any other information given or made available by GRDC, the Applicant must promptly notify the GRDC Contact in writing setting out the error in sufficient detail. Any consequential amendment of this ATC or information provided by GRDC will be made available to all Applicants in accordance with this clause 5.4.

6 GRDC’S RIGHTS

- 6.1 Without limiting its other rights under this ATC, at law or otherwise GRDC may, in its absolute discretion:
- (a) vary the terms of this ATC, or the structure, requirements or process referred to in this ATC;
 - (b) vary the timing referred to in this ATC;
 - (c) determine, at any stage after the Closing Time, a shortlist of Applications on any basis that GRDC considers appropriate;
 - (d) suspend, defer or terminate this ATC process for any reason including where GRDC determines that:
 - (i) it is in the public interest to do so;
 - (ii) GRDC is required by law to do so;
 - (iii) no Applicant meets the Conditions of Participation; or
 - (iv) no Applicant is fully capable of undertaking the Requirement, and GRDC will notify Applicants to this effect,
 - (e) provide additional information to all Applicants at any time (and if the information is provided after the Closing Time, allow the submission of revised Applications);
 - (f) cancel or amend the information or requirements set out in this ATC;
 - (g) seek additional information or clarification from any Applicant (including its subcontractors or agents);
 - (h) seek and/or contact any contacts or referees other than those proposed by Applicants;
 - (i) select and negotiate with more than one Applicant;
 - (j) enter into a contract on terms different to those in the Draft Contract; and
 - (k) exclude an Applicant from further participation in this ATC process:
 - (i) if the Application is incomplete; or

- (ii) a representation or warranty given by the Applicant in its Application is false or misleading.

7 DISCLAIMER

- 7.1 GRDC will not be liable to an Applicant 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 Applicant's participation in this ATC process including instances where:
- (a) GRDC varies or terminates this ATC process;
 - (b) GRDC decides not to contract for all or any of the requirements; or
 - (c) GRDC exercises or fails to exercise any of its rights under or in relation to this ATC.

8 APPLICATION OF LAWS AND COMMONWEALTH POLICIES

- 8.1 Each Applicant 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) the *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.
- 8.2 Applicants must comply with any obligations applicable to them contained in the legislation outlined above or any other relevant legislation applicable to an Applicant by virtue of the Requirement.
- 8.3 Applicants should be aware that GRDC will not enter into a contract with a Applicant that has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements and who have not paid the claim.

8.4 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) The Draft Contract requires the compliance with the Privacy Act.
- (c) Applicants should obtain, and will be deemed to have obtained, their own advice on the impact of the Privacy Act on their participation in this ATC process and any subsequent contract.

8.5 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 Applicant 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 ATC process and any subsequent contract. All sensitive and business information or other confidential data which a Applicant provides in its Application and considers should be exempt from disclosure under the FOI Act, should be clearly indicated in the Applicant's Application.
- (c) GRDC is obliged to report, through various mechanisms, information about the contract.

9 APPLICABLE LAW

- 9.1 The laws of the Australian Capital Territory apply to this ATC process.

PART 2 – PREPARATION AND LODGEMENT OF APPLICATIONS

10 APPLICANT TO INFORM ITSELF

- 10.1 The Applicant acknowledges that it is deemed to have:

- (a) examined this ATC, any documents referred to in it, and any other information made available in writing by GRDC to Applicants for the purpose of lodging an Application;
- (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 Application;
- (c) satisfied itself as to the correctness and sufficiency of its Application, including its fees, rates or prices (if relevant);
- (d) obtained independent advice on the effect of all relevant legislation in relation to the Applicant's participation in this ATC; and
- (e) satisfied itself as to the terms and conditions of the Draft Contract and its ability to comply with those terms and conditions.

10.2 The Applicant 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 ATC other than addenda in accordance with clause 5;
- (b) not rely upon any warranty or representation made by or on behalf of GRDC, except as expressly provided for in this ATC; and
- (c) rely entirely upon its own inquiries and inspection in respect of the subject of its Tender.

11 ELECTRONIC LODGEMENT

11.1 Applications must be lodged and completed electronically in accordance with the method stipulated on the Cover Page before the Closing Time and in accordance with the Application lodgement procedures set out in this ATC.

11.2 Applications lodged through the Grains Investment Portal will be deemed to be authorised by the Applicant named on that Application.

11.3 Unless specified otherwise in the Cover Page, an Application submitted by any other means including by email, hand or fax, will not be accepted by GRDC.

12 PREPARING TO LODGE AN APPLICATION

12.1 The Applicant warrants that, when it lodges its Application through the method stipulated in the Cover Page, it has taken reasonable steps to ensure that any electronic files that form part of the Application are free of viruses, malicious code or other disabling features which may affect GRDC's ICT environment. Any Application found to contain viruses, malicious code or other disabling features will not be considered by GRDC.

12.2 Applications must not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by GRDC.

12.3 Applications must be completely self-contained. No hyperlinked or other material may be incorporated by reference.

13 PROOF OF LODGEMENT

13.1 Where Applications are submitted via the Grains Investment Portal, Applicants will receive an on-screen message that their Application lodgement has been successful, as well as an Application ID number.

13.2 Failure to receive the on-screen message referred to in clause 13.1 means that Application lodgement has not been successful.

14 APPLICANT'S ACKNOWLEDGEMENT

14.1 Applicants acknowledge that:

- (a) lodgement of their Application on time and in accordance with this ATC is entirely their responsibility;
- (b) by lodging an Application, the terms and conditions in this ATC apply to their Application; and

- (c) GRDC will not be liable for any loss, damage, costs or expenses incurred by Applicants or any other person if, for any reason, an Application or any other material or communication relevant to this ATC, 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.

15 LATE APPLICATION POLICY

- 15.1 Any Application lodged after the Closing Time or received after the Closing Time will be deemed to be a late Application. GRDC is not required to accept (and may decide not to accept in its sole discretion) a late Application, unless the Application is late solely because of GRDC's own mishandling.
- 15.2 Notwithstanding clause 15.1, Applicants are responsible for ensuring their infrastructure, including operating system and browser revision levels, is sufficient to enable it to lodge an Application before the Closing Time. GRDC does not take any responsibility for any problems arising from the Applicant's infrastructure and/or internet connectivity.
- 15.3 Late Applications and incomplete Applications, including those with electronic files that cannot be read or decrypted, will not be considered.

16 CORRECTIONS BY AN APPLICANT AFTER LODGEMENT

- 16.1 If, after lodgement of an Application but before the Closing Time, an Applicant becomes aware of any discrepancy, error or omission in its Application and wishes to lodge a correction or additional information, it must resubmit its whole Application in accordance with this ATC, clearly stating that the Application is a replacement Application. If more than one Application has been submitted by an Applicant, GRDC will evaluate the Application lodged at the latest date and time.
- 16.2 No correcting of Applications or additional information will be accepted after the Closing Time, unless specifically requested by GRDC in accordance with this ATC.

17 OFFER PERIOD AND ACCEPTANCE OF OFFERS

- 17.1 Lodging an Application will constitute an offer in accordance with this ATC by the Applicant for a period of not less than 3 months after the Closing Time (**Offer Period**).
- 17.2 Any such offer is not taken to have been accepted unless a formal contract has been executed by the Applicant and GRDC on the basis of the Draft Contract (or on different terms as determined by GRDC).
- 17.3 Any notice by GRDC to the Applicant that it is, or is not, a preferred or successful Applicant does not constitute an acceptance or rejection of the Applicant's offer.

18 REQUEST BY GRDC FOR CLARIFICATION

18.1 If GRDC requires clarification of information contained in a Tender, it will request clarification from the Applicant in writing. GRDC may elect not to accept information provided in response to a request for clarification if that information alters the original Application in any material respect. If the Applicant fails to supply clarification to the satisfaction of GRDC, GRDC may exclude the Application from further consideration.

18.2 Applicants should:

- (a) respond to any request for clarification within the time period and in the format specified by GRDC;
- (b) ensure that clarifying information provides answers to GRDC's enquiry and is fully consistent with the Application submitted by the Applicant; and
- (c) not seek to materially alter any aspect of their Application by providing additional information to GRDC.

19 UNINTENTIONAL ERRORS OF FORM

19.1 If GRDC considers that there are unintentional errors of form in an Application, including an Applicant'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 Applicant to correct or clarify the error or provide additional information.

19.2 An Applicant must not seek to materially alter, change or amend its Application response as a result of any clarification or additional information requested by GRDC under this clause 19.

19.3 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 this ATC process.

19.4 If GRDC gives an Applicant an opportunity to correct an unintentional error of form it will provide the same opportunity to all Applicants to the extent that it is applicable to all Applicants.

19.5 An unintentional error of form is an error that GRDC is satisfied:

- (a) represents incomplete information not consistent with the Applicant's intentions and, if relevant, capabilities at the time the Tender was lodged; and
- (b) does not materially affect the competitiveness of the Applicant's bid.

20 CONFIDENTIALITY

20.1 For the purposes of this clause 20, **Confidential Information** means:

- (a) information that is by its nature confidential; and
- (b) is designated by a party as confidential; or
- (c) a party knows or ought to know is confidential, but does not include:
- (d) information which is or becomes public knowledge other than by breach of this ATC or any other confidentiality obligation.

20.2 Each Applicant 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 an Application, or any documents, data or information provided by GRDC and which GRDC indicates to the Applicant is confidential or which the Applicant 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 ATC 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.

20.3 GRDC will keep confidential any Confidential Information provided to GRDC by Applicants prior to the award of any contract and, in respect of unsuccessful Applicants, after the contract is awarded.

20.4 The obligation of confidentiality in clause 20.3 does not apply if the Confidential Information:

- (a) is disclosed by GRDC to its advisers, officers, employees or subcontractors solely in order to conduct this ATC process or manage any resulting contract;
- (b) is disclosed to GRDC's internal management personnel, solely to enable effective management or auditing of this ATC 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 Applicant or GRDC.

20.5 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.

20.6 To enable GRDC to consider whether it agrees to keep specific information confidential, Applicants should include in their Applications 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. In making a request under this clause 20.6, Applicants should have regard to the Australian Government's 'Confidentiality Test' relevant to confidentiality throughout the procurement cycle that can be found on the Department of Finance website.

20.7 GRDC will consider any request made under clause 20.6 and will inform the Applicant whether or not GRDC, in its absolute discretion, agrees to the request and the terms under which it agrees.

20.8 The terms of any agreement under clause 20.7 will form part of any resultant contract to be awarded at the completion of this ATC process.

21 CONFLICT OF INTEREST

- 21.1 Each Applicant agrees to immediately notify GRDC in writing if the Applicant becomes aware of an actual, potential or perceived conflict of interest at any time before the completion of this ATC process, which is not fully disclosed in its Application.
- 21.2 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 with the Applicant to seek to resolve and / or manage the conflict of interest;
 - (b) exclude the Application from further consideration (including terminating any contract negotiations); or
 - (c) take any other action which it considers appropriate.

22 USE OF APPLICATIONS

- 22.1 Unless otherwise agreed with GRDC in writing, all Applications lodged in response to this ATC will become the property of GRDC.
- 22.2 Intellectual property owned by the Applicant or third parties in material contained in the Application 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 Application, or provided by the Applicant in response to this ATC, to the extent necessary to conduct this ATC process and in the preparation of any contract if the Applicant is successful.

23 ETHICAL DEALING

- 23.1 GRDC's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout this ATC process. GRDC requires the same standards from those with whom it deals.
- 23.2 Applications 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.
- 23.3 The Applicant must not:
- (a) lodge an Application that contains false or misleading claims or statements or engage in misleading or deceptive conduct in relation to this ATC process;
 - (b) engage in collusive tendering, anti-competitive conduct or any other similar conduct with any other Applicant or any other person in connection with this ATC process; or
 - (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 this ATC process.
- 23.4 GRDC may exclude from consideration any Applicant lodged by a Applicant that, in GRDC's reasonable opinion, has engaged in any behaviour contrary to this clause 23 in relation to this ATC process.

24 COMPLAINTS

- 24.1 In the event Applicants wish to lodge a complaint regarding this ATC, the complaint is to be submitted via <https://grdc.com.au/about/contact-us>. Applicants should refer to the GRDC Complaints Handling Procedure: <https://grdc.com.au/about/who-we-are/corporate-governance/accountability>. On the request of GRDC, Applicants are to cooperate with GRDC in the resolution of any complaint regarding this ATC.

PART 3 – THE EVALUATION PROCESS

25 EVALUATION AND PROCESS

- 25.1 Applications will be evaluated utilising the Evaluation Criteria.
- 25.2 GRDC may at any time during this ATC process:
- (a) request presentations to be provided by Applicants, or interviews to be held with Applicants, in respect of their Applications;
 - (b) obtain additional information (whether that information is obtained through this ATC process or by any other means) relevant to the Applicant's Application;
 - (c) seek clarification or additional information from, and enter into discussions with, any or all of the Applicants in relation to their Applications;
 - (d) shortlist one or more Applicants; or
 - (e) conduct offer definition and improvement activities or seek best and final offers.

26 CONDITIONS FOR PARTICIPATION

- 26.1 The Conditions for Participation for this ATC are as follows:
- (a) The Applicant must be a single legal entity or recognised firm of partners;
 - (b) The Applicant and any proposed subcontractor must be compliant with the *Workplace Gender Equality Act 2012* (Cth);
 - (c) The Applicant 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 Applicant 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; and
 - (e) If indicated on the Cover Page, any other Conditions for Participation relating to this ATC.
- 26.2 Subject to clause 23, GRDC will exclude an Application from further consideration if GRDC considers that the Applicant does not comply with the Conditions for Participation.

27 MINIMUM FORM AND CONTENT REQUIREMENTS

- 27.1 The Minimum Form and Content Requirements for this ATC are as follows:
- (a) Applications must be submitted using the method specified on the Cover Page;

- (b) Applications must be written in English and any measurements must be expressed in Australian legal units of measurement; and
- (c) If indicated on the Cover Page, Applicants must ensure that their Applications include any other forms and templates to be completed by the Applicant as part of its Application (e.g. pricing spreadsheets or confidentiality deeds etc.).

27.2 Subject to clause 23, GRDC will exclude an Application from further consideration if GRDC considers that the Application does not comply with any of the Minimum Content and Format Requirements.

28 EVALUATION CRITERIA

28.1 Evaluation Criteria for Applicants may differ. GRDC will notify Applicants of the Evaluation Criteria to be applied for the purposes of evaluation of Applications if requested in writing by an Applicant.

29 DRAFT CONTRACT

29.1 If an Applicant does not intend to fully comply with any clause of the Draft Contract, it is to state its non-compliances in the Statement of Compliance in the form provided in the Grains Investment Portal or as otherwise specified on the Cover Page. Applicants are to include details of:

- (a) the extent, justification and impact of compliance; and
- (b) details of any proposed drafting amendments.

29.2 An Applicant will be deemed to be fully compliant with any clause not listed in the Statement of Compliance.

30 SHORTLISTING

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

31 PREFERRED APPLICANT STATUS

31.1 GRDC may select an Applicant as preferred Applicant, but such selection:

- (a) does not affect or limit GRDC's rights or the Applicant's obligations under this ATC; and
- (b) is not a representation that any contract will be entered into between GRDC and that Applicant, and GRDC may recommence or commence negotiations under this ATC with any other Applicant whether or not an Applicant has been selected as preferred Applicant.

32 NEGOTIATIONS

32.1 GRDC may engage one or more Applicants in negotiations, which may involve:

- (a) Applicants being asked to review, clarify, improve or consolidate any of the technical, commercial, legal, financial and operational aspects of their Applications; or
- (b) enter into an agreement with GRDC relating to the terms of the detailed engagement with that Applicant.

32.2 Without limiting its other rights under this ATC, if in GRDC's view during final negotiations the preferred Applicant 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 preferred Applicant's Tender, discontinue negotiations with that Applicant, re-enter negotiations or parallel negotiations with other Applicants (including or excluding the successful Applicant), and exercise any other right GRDC has under this ATC, at law or otherwise.

33 SECURITY, PROBITY AND FINANCIAL CHECKS

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

33.2 An Application may be rejected by GRDC if the Applicant does not provide, at its cost, all reasonable assistance to GRDC in this regard.

34 DEBRIEFING OF UNSUCCESSFUL APPLICANTS

34.1 Applicants will be notified whether they have been successful or unsuccessful and may request an Application debriefing. Applicants requiring a debriefing should follow the instructions provided in any notice.

34.2 Applicants who request a debrief will receive feedback relating to their Applications against the Evaluation Criteria.