



**Call for
Expression of Interest**

***Development of novel solutions for the
Biological Control of Crop Pests***

Issued by:

Grains Research and Development Corporation
Level 1, 40 Blackall Street, BARTON ACT 2600
Date 10th August 2010

This Expression of Interest document comprises:

- Section A (Introduction and Scope);
- Section B (Terms and Condition of Responding & Evaluation Methodology); and
- Annexure A to Section B (EOI Information Sheet).

SECTION A

INTRODUCTION

The GRDC is calling for expressions of interest for the development of one or more biocontrol technologies aimed at cost effectively protecting Australian broad acre crops from key pests including pathogenic fungi, insect pests and nematodes.

The use of artificial plant supplements (fertilizers and trace elements) and manufactured chemical pest control products remains high in broadacre Australian agriculture. Use of genetic resistance in some crops is also extensive, but genetic resistance availability is limited to certain crops. Although such pest management regimes use is generally rewarding, it comes with significant costs and potential problems. In terms of disease and pest management, the continued use of chemical pesticides is increasingly questioned on health, trade (residues), environmental and cost reasons. As well, the continued development of pest resistance is a key issue in terms of effectiveness and pest management complexity.

Limited chemical options and a lack of genetic resistance in some current crop species have reduced the control options available to many grain growers resulting in increased interest in the development of alternative methods of control, including the use of biological agents.

Use of selected microbial biological agents such as bacteria, protozoa, nematodes, fungi and other organisms has been shown to at least supplement and at times replace the use of pesticides in some cropping regimes. The use of biopesticide products has also shown to have some promise. The GRDC is seeking to improve this contribution of biological technologies to broadacre production inputs.

The GRDC recognises a number of key high priority pests and pathogens where the effective use of biological technologies would benefit Australian broadacre growers. These include, but are not limited to:

- Nematodes
- Diamond Back Moth
- Crown Rot
- Red Legged Earth Mite

GRDC recognizes some biocontrol technologies have already been commercialised (eg Metarhizium fungus for Locusts, virus based products for specific Lepidoptera control) and are currently available. However, existing data would suggest the potential pool of helpful organisms and their by-products has hardly been tapped. The GRDC is therefore seeking novel biopesticide options to assist Australian farmers manage key pests. Potential biopesticides might include:-

- Macrobiotics – beneficial insects, nematodes, etc
- Microbiotics – virus, fungi, bacteria, etc
- Semio-chemicals – behaviour modifying agents for control of pest populations (pheromones etc)

- Natural products – plant extracts with insecticidal, fungicidal or a Systemic Activated Resistance effect

The Expression of Interest encourages potential proponents to identify a specific target pest or pathogen and submit a clear conceptual utilizing an innovative biocontrol approach to its management. Groups with products that have already reached proof-of-concept stages are also encouraged to apply. The approach should include a summary of potential resources being applied such as available skills, facilities and proposed collaborations. The GRDC welcomes collaborations between groups, in particular those that include partners aiming to commercialize the outcome of any research. Attention is drawn to section 1.38.4 where the selection criteria are listed in Table 1.

During the course of the project, the successful proponent/proponents will develop an approach to an important crop protection problem, they will be able to demonstrate a technical proof of concept and a practical proof of concept in the field with the collaboration of a commercial partner. The project will result in the delivery of a new product for the biocontrol of an important pest or pathogen in grain crops.

The GRDC anticipates investing up to \$2 million over a period of 4 years in the selected project with a successful proponent to progress the project to the practical proof of concept stage. It is anticipated that subsequent funding to facilitate product development and commercialisation of a new product will attract co-investment from the commercializing entity.

SCOPE

Through this call for expressions of interest the GRDC seeks a suitable contractor or contractors to:

Develop and deliver one or more new technologies utilizing new or novel biocontrol agents or biopesticide concepts. Together with a commercial partner, the product or products will be commercialized to assist Australian grain farmers manage one or more key cropping pests. The commercialisation phase need not be part of the project but an understanding of the required pathway is essential.

SECTION B

TERMS AND CONDITIONS OF RESPONDING

Preparation and Lodgement of Responses

1.1 Required Copies

- 1.1.1 Each Applicant must lodge:
- (a) One (1) complete signed hardcopy of its Response; and
 - (b) One (1) electronic copy of its Response, to the email address tenders@grdc.com.au

- (c) In the event of any discrepancy between the copies of the Response submitted, the hard copy version will prevail.

1.2 Closing Time

- 1.2.1 Responses must be lodged no later than the Closing Time in Annexure A. Responses received after the Closing Time will be registered as late. (See paragraph 14.4 in relation to late Responses).
- 1.2.2 The GRDC in its sole discretion may extend the Closing Time at any time by public statement on its web site at www.grdc.com.au.

1.3 Place of Lodgement

- 1.3.1 Each Response must be securely wrapped and double enveloped with the inner envelope clearly marked “Expression of Interest” addressed to the Contracts Coordinator at the address in Annexure A.
- 1.3.2 Responses may be hand delivered or sent by prepaid post, provided that Responses are received by the Closing Time.
- 1.3.3 The GRDC will not accept faxed copies of Responses.
- 1.3.4 Each Applicant is responsible for ensuring that its Response is delivered to the GRDC before the Closing Time.

1.4 Late Responses

- 1.4.1 Responses lodged after the Closing Time will be deemed to be late. Responses will also be deemed late if any part of the Response is lodged after the Closing Time. Late Responses will be opened and registered separately and may be admitted to, or excluded from, the evaluation process at the absolute discretion of the GRDC. The GRDC is not required to give reasons for its decision whether or not to consider a late Response.

1.5 Supporting Material

- 1.5.1 Any supporting material for a Response must be identified as such and be received by the GRDC on or before the Closing Time.
- 1.5.2 Any material presented as supporting material but which effectively alters the Response will not be taken into account in the evaluation of Responses.

1.6 Alterations, Erasures and Illegibility

- 1.6.1 Responses containing alterations or erasures, or which are not clearly and legibly stated, may be excluded from consideration. The Applicant must initial any alteration made to a Response.
- 1.6.2 If the Applicant becomes aware of any discrepancy, error or omission in its Response after it is submitted and the Applicant wishes to lodge a correction

or additional information that material is to be in writing and lodged in accordance with the EOI.

1.7 Language, Measurement and Currency

- 1.7.1 Responses, including all attachments and supporting material, must be written in English.
- 1.7.2 Measurements must be expressed in Australian legal units of measurement and currency in Australian dollars.

Additional Conditions of Responding

1.8 Interpretation and Inconsistency

1.9 Applicant To Be Fully Informed

- 1.9.1 Each Applicant must ensure that it has examined all material contained or referred to in the EOI before submitting a Response.
- 1.9.2 If an Applicant has any doubt as to the meaning of any portion of the EOI, the Applicant must either:
 - (a) Seek written clarification from the GRDC by submitting inquiries in writing to the Contact Officer specified in Annexure A; or
 - (b) When submitting a Response, include a statement of the interpretation upon which the Response is based.
- 1.9.3 Oral explanations or instructions given by the GRDC, or any explanations or instructions given by a person other than the Contact Officer, to an Applicant in relation to the EOI will not bind the GRDC.

1.10 Applicant Acknowledgment

- 1.10.1 Each Applicant submits its Response on the basis that it acknowledges and agrees that:
 - (a) The GRDC may exercise its rights set out in the EOI in respect of the EOI process;
 - (b) It has examined the EOI and all documents referred to in the EOI and any other information made available in writing by the GRDC in writing for the purposes of submitting a Response;
 - (c) It has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and circumstances having effect on its Response;
 - (d) In lodging its Response, the Applicant has not relied on any express or implied statement, warranty or representation, other than any statement, warranty or representation contained in the EOI, which it

has not received in writing from the Contact Officer specified in Annexure A;

- (e) It did not use the improper assistance of any GRDC employee or ex-employee or information unlawfully obtained from the GRDC in compiling its Response;
- (f) It satisfied itself as to the correctness and sufficiency of its Response including its price; and
- (g) It does and will comply with all conditions set out in the EOI.

1.11 No Contract or Undertaking

1.11.1 Nothing in this EOI is to be construed to create any binding contract (express or implied) between the GRDC and any Applicant.

1.11.2 The GRDC is not liable to any Applicant on the basis of any promissory estoppel, quantum meruit or on any other contractual, quasi-contractual or restitutionary grounds whatsoever or in negligence, as a consequence of any matter or thing relating or incidental to a Applicant's participation in the EOI process, including without limitation, instances where:

- (a) An Applicant is not engaged under a contract;
- (b) The GRDC varies or terminates all or any part of the EOI process or any negotiations with a Applicant;
- (c) The GRDC seeks or accepts further information from, or conducts negotiations with, an Applicant or any other party;
- (d) The GRDC decides not to proceed in this EOI or any subsequent contract for any reason; or
- (e) The GRDC exercises or fails to exercise any of its other rights under or in relation to this EOI.

1.11.3 Any acceptance of a preferred Response by the GRDC is subject to the execution of a written contract in a form acceptable to the GRDC.

1.11.4 Until execution of the written contract, the GRDC may negotiate with all or any Applicants (or any other party) and the Applicants or other parties must keep those communications confidential.

1.12 Requests from Applicants on the Status of the Evaluation Process

1.12.1 The GRDC may, at its option, decline to accept or respond to any Applicant's requests for information on the status and progress of the evaluation process.

1.12.2 All Applicants will be informed in writing of the outcome of the evaluation process at its conclusion.

1.13 Requests for Clarifying Information

- 1.13.1 An Applicant may be asked by the GRDC for clarification of any information provided in its Response.
- 1.13.2 Any meetings with the GRDC or Applicant briefings will be by appointment only. The number and duration of such contacts will be at the discretion of the GRDC.
- 1.13.3 Where it is necessary for the GRDC to direct specific queries to an Applicant during the evaluation process, the Applicant must respond in writing within 3 business days, unless mutually agreed otherwise.
- 1.13.4 The evaluation process will not be delayed by late responses. Where answers to specific queries are not provided within the time limit specified in paragraph 2.6.3, evaluation will be based on the information originally provided in the Response.

1.14 Unconditional Responses

- 1.14.1 Each Applicant is required to make an unconditional offer and to obtain any necessary Government or other approvals, consents or authorisations to enable it to enter into a contract on an unconditional basis. Before any Response is accepted, the Applicant may be required to confirm that its Response is unconditional, and that it is able to enter into a contract on an unconditional basis.

1.15 Non-compliant Responses

- 1.15.1 The GRDC may in its absolute discretion accept or reject any Response which does not comply with the requirements of the EOI.

1.16 Part Responses

- 1.16.1 Responses for only part of the services required under the EOI may be considered, at the GRDC's discretion.

1.17 Response Validity Period

- 1.17.1 Each Response remains valid for acceptance by the GRDC for a period of at least nine (9) months after the Closing Time.

1.18 Collusion

- 1.18.1 Applicants and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Applicant or any other person in relation to the preparation or lodgement of Responses.
- 1.18.2 In addition to any other remedies available under any law or any contract, the GRDC reserves the right, in its absolute discretion, to reject any Response lodged by an Applicant that engaged in any collusion, anti-competitive

conduct, or any other similar conduct with any other Applicant or any other person in relation to the preparation or lodgement of Responses.

1.19 Applicant Conduct

- 1.19.1 If the GRDC has reasonable grounds to believe that an Applicant has made false or misleading claims or statements, or has obtained confidential information or received improper assistance contrary to this EOI, the GRDC may reject at any time, any Response lodged by or on behalf of the Applicant.
- 1.19.2 Applicants must not solicit information in relation to this EOI, or the preparation of a Response in response to this EOI, from employees of the GRDC (other than the Contact Officer nominated in Annexure A) or from recent ex-employees of the GRDC and/or contractors or recent ex-contractors of the GRDC.
- 1.19.3 Applicants and their respective officers, employees, agents and advisers must not have violated and must not violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the preparation of their Response.
- 1.19.4 Responses that, in the opinion of the GRDC, have been prepared with the improper assistance of employees of the GRDC, recent ex-employees of the GRDC and/or contractors or recent ex-contractors of the GRDC, or with the utilisation of information unlawfully obtained from the GRDC, may be excluded from further consideration.

1.20 Probity

- 1.20.1 The GRDC reserves the right to perform such probity or other checking as determined necessary by the GRDC in its absolute discretion in relation to the Applicant, its related entities and any consortium members and the Applicant agrees to assist the GRDC as reasonably necessary in making such enquiries.

1.21 Applicants To Meet Own Costs

- 1.21.1 Applicants are responsible at their own risk, cost and expense for their participation in any stage of the EOI process, including (without limitation):
 - (a) Making all arrangements and obtaining and considering all information relating to the preparation, delivery and lodgement of their Response;
 - (b) Answering any queries and providing any further information sought by the GRDC;
 - (c) Dealing with any issues, including disputes, that may arise out of the EOI process;
 - (d) Engaging in any further process or discussions with the GRDC that may result from the EOI;

- (e) Taking any action in connection with the EOI (including attending meetings), including where that action is requested by the GRDC or its agents; and
- (f) All travel, accommodation, and associated expenses.

1.22 Return Of Documents

- 1.22.1 The GRDC reserves the right, at any time and in its sole discretion, to require Applicants to return to the GRDC all documents (including copies) provided to an Applicant by the GRDC.

1.23 Conflict Of Interest

- 1.23.1 Applicants must immediately notify the GRDC if any actual or potential conflict of interest arises during the EOI process, between the interests of the GRDC on the one hand and any other interests. Upon such notification, the GRDC may, in its absolute discretion:
 - (a) Enter into discussions to seek to resolve such conflict of interest;
 - (b) Disregard the Response submitted by that Applicant; or
 - (c) Take any other action that it considers appropriate.

1.24 Addenda

- 1.24.1 The GRDC may at its absolute discretion issue addenda to the EOI that, without limitation, add to, vary or amend the EOI. All conditions of the EOI will apply to addenda unless amended in the addenda.

1.25 The GRDC's Rights

- 1.25.1 Without limiting its rights at law or otherwise and notwithstanding anything else contained in this EOI, the GRDC reserves the right in its absolute discretion at any time to:
 - (a) Cease to proceed with the process outlined in this EOI;
 - (b) Require additional information from one or more Applicants or anyone else or provide additional information or clarification;
 - (c) Change the structure, timing, approach, contents or requirements of the EOI process (including the evaluation process);
 - (d) Vary or extend any time or date in this EOI for all or any Applicant or other persons, at any time and for such period, as the GRDC in its absolute discretion considers appropriate;
 - (e) Suspend or vary the EOI process or any part of it;
 - (f) Conduct a further procurement process;

- (g) Consider and accept or reject any Response that does not comply with the EOI;
- (h) Terminate further participation in the EOI process by any Applicant for any reason, regardless of whether the Response submitted conforms with the requirements of this EOI;
- (i) Add to, alter, delete or exclude any part of this EOI including the inclusion of any additional services within this EOI exercise;
- (j) Terminate any negotiations being conducted at any time with a Applicant for any reason;
- (k) Negotiate with any person who is not a Applicant and enter a contract on such terms as the GRDC in its absolute discretion accepts without prior notice to any Applicant;
- (l) Negotiate with any one or more Applicant(s) and allow any Applicant to change its Response;
- (m) Call for new Responses;
- (n) Accept or reject any Response received after the Closing Time;
- (o) Accept a Response on such terms as the GRDC in its absolute discretion accepts, without prior notice to any other Applicant;
- (p) Accept a Response, and/or enter into a contract, for only part of the services which are the subject of this EOI;
- (q) Publish the names of Applicant(s) (whether successful or unsuccessful); and
- (r) Allow or not allow a related entity to take over a Response in substitution for the original Applicant.

1.25.2 The GRDC reserves the right to forward any clarification of the meaning of the content of this EOI to all known Applicants without identifying the Applicant who requested the clarification.

1.25.3 Any time or date in this EOI is for the sole convenience of the GRDC. The establishment of a time or date in this EOI does not create an obligation on the part of the GRDC to take any action or create any right in any Applicant that any action be taken on the date established. The GRDC may notify affected Applicants if it does any of the above but is not obliged to provide any reasons for its actions.

1.25.4 Without limiting its rights under this paragraph 2.18, the GRDC reserves the right to conduct negotiations with any or all of the Applicants after the Closing Time. In these negotiations, the GRDC may seek variations to an offer or may seek supplementary offers in respect of any changes to the originally stated

requirements. The GRDC reserves the right to enter into any such discussions and negotiations at its absolute discretion (which includes dealing with any Applicant as it deems fit without the need to correspond with other Applicants during this post Response period).

1.26 Alternative Offers

- 1.26.1 The GRDC reserves the right to seek offers from any entities other than Applicants under this EOI and to enter into a contract with any such entity on such terms as the GRDC agrees.
- 1.26.2 The GRDC may at any stage release itself from further consideration of Responses made pursuant to the EOI and either reject all offers or negotiate a contract with any person or entity whether or not they submitted a Response.

1.27 Disclaimer

- 1.27.1 The GRDC and its officers, employees, agents and advisors:
- (a) Are not, and will not be, responsible or liable for the accuracy or completeness of any information in or provided in connection with the EOI;
 - (b) Make no express or implied representation or warranty that any statement as to future matters will prove correct;
 - (c) Expressly disclaim any and all liability arising from any information provided to Applicants, including, without limitation, errors in, or omissions contained in, that information;
 - (d) Except so far as liability under any statute cannot be excluded, accept no responsibility arising in any way from errors or omissions contained in any information in the EOI;
 - (e) Accept no liability for any loss or damage suffered by any person as a result of that person, or any other person, placing reliance on the contents of the EOI, or any other information provided by the GRDC; and
 - (f) Assume no duty of disclosure or fiduciary duty to any interested party.

1.28 Ownership Of Response Documents and Disclosure

- 1.28.1 All Responses will upon lodgement become the property of the GRDC. This does not affect the ownership of any intellectual property rights in the Response (GRDC will not own the intellectual property rights in the Response).
- 1.28.2 The Applicant grants to the GRDC, its officers, employees and agents a permanent, irrevocable, royalty-free licence to copy, adapt, modify, disclose and otherwise to do all things which are necessary, in the GRDC's sole

discretion, to any material contained in its Response for the purposes of evaluating the Response or any subsequent offers, negotiating with the Applicant and for any other purposes in connection with the EOI (including any auditing, reporting or other public accountability requirements).

- 1.28.3 Notwithstanding anything in the EOI (including these conditions), the GRDC reserves the right, in its absolute discretion and without any liability to any Applicant, to disclose and/or allow the disclosure of, at any time, any information contained in or relating to any Response to any Commonwealth department, agency, authority or Minister or to any adviser engaged under contract or as otherwise required by law.
- 1.28.4 The intellectual property rights in this EOI are owned by the GRDC. Applicants are permitted to use the EOI document and attached material only for the purposes of compiling their Response.

1.29 Disclosure of Certain Information

- 1.29.1 The GRDC operates within a governance and accountability framework established under legislation which requires it:
- (a) To ensure openness and transparency through a public reporting process;
 - (b) To allow for external scrutiny, for example by the Auditor-General and the Ombudsman; and
 - (c) On behalf of Ministers, to provide information to the Parliament of Australia, acting through its committees.
- 1.29.2 Because of the accountability imperatives outlined above, the GRDC is required to promote disclosure of information relating to Responses & responding, or contractual arrangements it enters into to the maximum extent possible, and to minimise use of confidentiality clauses to protect this information from scrutiny and assessment for the purposes of government accountability.
- 1.29.3 Accordingly, each Applicant is asked to clearly identify any information contained in, or regarding, its Response that it regards as confidential. An Applicant's mark of confidentiality must be reasonable and the Applicant must provide legally sustainable reasons for claiming confidentiality. In any event, an Applicant must not mark its entire Response as confidential. The GRDC may, in its absolute discretion, refuse to consider Responses, which contain unreasonable marks of confidentiality.
- 1.29.4 Applicants are notified that rights to access information in, and related to, contracts exist under a range of legislation including:
- (a) Freedom of Information Act 1982;
 - (b) Auditor-General Act 1997; and

(c) Ombudsman Act 1976.

1.29.5 Parliament and the courts also have legal rights to access a wide range of information.

1.29.6 Applicants should obtain, and will be deemed to have obtained, their own advice on the impact of such rights of access, the legislation listed above and all other relevant legislation on their participation in this EOI process.

1.30 Privacy

1.30.1 If the Services are of a nature that is likely to generate or affect personal information (as defined in the Privacy Act 1988), the Applicant will be required to agree in the contract to comply with the Privacy Act 1988, including the Information Privacy Principles, and any other privacy obligations required by the GRDC.

1.31 Freedom of Information

1.31.1 The attention of Applicants is drawn to the Freedom of Information Act 1982 (FOI Act) which gives members of the public rights of access to documents in the possession of the Commonwealth and its agencies (which includes the GRDC).

1.31.2 Applicants should obtain, and will be deemed to have obtained, their own advice on the impact of the FOI Act and all other relevant legislation on their participation in this EOI process.

1.32 Australian National Audit Office

1.32.1 The attention of Applicants is drawn to the Auditor-General Act 1997, which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, and access to information, documents and records.

1.32.2 Applicants should obtain, and will be deemed to have obtained, their own advice on the impact of this legislation on their participation in this EOI.

1.33 Equal Employment Opportunity

1.33.1 Applicants are required to state whether or not it, or any other party the Applicant proposes to deliver any goods/services to the GRDC in respect of the Service Contract, is currently named as not complying with the Equal Opportunity for Women in the Workplace Act 1999 (Act). Where subcontractors are specified in a Response, the Applicant must specify whether or not the subcontractor is currently named as not complying with the Act.

1.33.2 The GRDC may decide not to further consider a Response from an Applicant currently named as not complying with the Act. If at the Closing Time, the Applicant, or any other party the Applicant proposes to deliver any goods/services, has been named under the Act, its Response will not be

considered unless within 7 days of the Closing Time the Applicant produces to the Contact Officer specified in Annexure A written confirmation from the Equal Opportunity for Women in the Workplace Agency that the Applicant, or any other party the Applicant proposes to deliver any goods/services, currently complies with that Act.

1.34 Taxation

1.34.1 All Applicants should be aware that under the A New Tax System (Goods and Services Tax) Act 1999 (GST Act), the GRDC is subject to the GST Act. Goods and Services Tax (GST) applies to goods and services acquired by the Applicant and third party suppliers for and on behalf of the GRDC from 1 July 2000.

1.34.2 The implications of the GST for the Applicant include:

- (a) all price estimates submitted must include but separately identify GST;
- (b) All Prices in the contract will include GST and Applicants must indicate (in brackets) the total amount of GST included in estimates they provide as part of a Response.

1.34.3 Each Applicant must obtain its own tax advice.

1.35 Applicable Law

1.35.1 The laws of the Australian Capital Territory will apply to the EOI and the EOI process.

EVALUATION METHODOLOGY

Evaluation of Responses

1.36 Overview

- 1.36.1 After the Closing Time, the GRDC will conduct an evaluation of submitted Responses in the manner set out in this paragraph 3. Responses will be assessed in accordance with the Selection Criteria set out in paragraph 3.3 to identify the Response that best meets the GRDC's requirements and represents best value for money.

1.37 Response Evaluation

- 1.37.1 Responses will be evaluated to determine that the requirements set out in this EOI are satisfied. Those Responses that do not meet all requirements may be excluded from further consideration.
- 1.37.2 The GRDC may at its sole discretion invite Applicants to give short presentations to the evaluation team to clarify their Responses.

1.38 Selection Criteria

- 1.38.1 All Responses are to address each of the Selection Criteria as listed at Table (i), paragraph 3.3.4.
- 1.38.2 In assessing Responses, the GRDC will have regard to all the Selection Criteria. If a Selection Criteria is identified as mandatory but is not addressed within the body of the Response, the GRDC reserves the right to reject that Response on the grounds that it is a non-compliant Response.
- 1.38.3 Assessment of all Responses against the Selection Criteria identified as mandatory will result in a ranking of compliant Responses. Every compliant Response will then be assessed against those Selection Criteria identified as secondary.
- 1.38.4 Each Selection Criteria is detailed in Table (i) below.

Table (i)

Selection Criteria	Mandatory/Secondary
A – Specific Criteria	
A demonstrated understanding of the nature and importance of biological control of crop pests to the Australian grains industry including the potential value of the proposed technology to the Australian grains industry.	Mandatory
Soundness of the proposed R&D methods and project management arrangements	Mandatory
Demonstrated technical knowledge and experience to conduct or coordinate the research up to the technical proof of concept stage.	Mandatory
A plan that outlines the involvement of a commercial collaborator at the practical (field) proof of concept stage and/or the product development phase through to commercialisation of the product or products.	Mandatory
An outline of the risks involved at the research to technical proof of concept stage and from practical proof of concept to commercialisation.	Mandatory
Adequate description/information of the proposed concept to effectively manage one or more key pests of Australian broad acre grain farming	Mandatory
The potential of the work proposed to meet the proposal requirements and to deliver significant benefits to growers	Mandatory
The proposed methods and soundness of project evaluation arrangements	Mandatory
Demonstrated technical knowledge and experience of the key personnel	Mandatory
The cost effectiveness of the proposal response including cash and in-kind commitments from the applicant(s)	Secondary
Demonstrated ability to collaborate with other research organisations and to draw, from elsewhere, skills and expertise that may not be available in the host organisation.	Secondary
Demonstrated ability to collaborate with a commercial entity and to take a product from conception to commercialisation.	Secondary
B - Administrative Criteria	
Equal Employment Opportunity as per Paragraph 1.3.3	Mandatory

- 1.38.5 Applicants should note that all criteria are considered important and should be addressed fully in their Responses.

1.39 Negotiations

1.39.1 The GRDC may commence negotiations with one or more preferred Applicants. The negotiations may include adjustments to Responses. Without limiting its rights under the EOI or otherwise, if the GRDC, at its sole discretion, concludes during negotiations with an Applicant that the Applicant has retracted or retracts any part of its offer, the GRDC reserves the right at its sole discretion to:

- a) Disqualify the Applicant;
- b) Exercise any other rights under the EOI;
- c) Terminate the EOI process; and/or
- d) Reconsider other Responses.

1.39.2 The GRDC reserves the right to:

- a) Shortlist Applicants; and/or
- b) Conduct parallel negotiations with more than one Applicant.

1.40 General

1.40.1 Neither the lowest priced Response, nor any Response, will necessarily be accepted by the GRDC. The GRDC unconditionally reserves the right to accept or reject any Response, or all Responses, regardless of compliance or non-compliance with the EOI.

1.40.2 The GRDC will determine at its sole discretion:

- a) The weighting or significance to be applied to particular evaluation criteria;
- b) Whether to short list a number of Applicants who may be invited to participate in a further stage of the EOI process; and/or
- c) Whether to exercise any other rights in the EOI.

ANNEXURE A – EOI INFORMATION SHEET

1. Indicative Timetable

12 th August 2010	Expressions of Interest invited
21 th Sept 2010	17:00 (EST) Closing Time for receipt of Responses
15 th Oct 2010	Responses short-listed (GRDC internal)
15 th Nov 2010	All Applicants notified of decision
March 2010	Business cases presented to GRDC Panel at RPM week.
1 st July 2011	Contracts signed with successful Applicant/s.

2. Closing Time

2.1 Closing Time is 17:00 (EST) 21th Sept 2010

3. Contact Officer

Bettina Garrett

B.Garrett@grdc.com.au

4. Contact Information

Postal Address:

PO Box 5367
Kingston ACT 2604

Street Address

Level 1
40 Blackall Street
Barton ACT 2600

Email Address

tenders@grdc.com.au