**Request for Proposal (Conditions of Participation)**

1. **General Conditions**
	1. This is a Request for Proposals (RFP). Proposals received in response to this Request for Proposals will be assessed in accordance with these conditions.
	2. The Commonwealth may change the innovation priorities or capability streams at any time.
	3. The Commonwealth may amend, suspend, defer or terminate this RFP, and any aspect or the whole of the process (including the response to Response to For Proposals form), at any time by issuing a notice in writing via the Centre for Defence Industry Capability Innovate in Defence webpage, and the DST portal (www.dst.defence.gov.au/icera/faq-noticeboard).
	4. To the extent permitted by law, no binding contract or other understanding (including any form of contractual, quasi-contractual or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Commonwealth and a respondent unless and until a Contract is signed by the Commonwealth and a successful respondent.
	5. To the extent of any inconsistency, these Terms take precedence over:

a. information set out in the RFP, or on relevant Defence websites including, AusTender or on Defence social media pages;

1. **Exclusion**
	1. The Commonwealth may, at any time, exclude a submission from further consideration if:
	2. clause 6 or clause 11 of these Terms is breached;
	3. the assessment of the submission against any one or more assessment criteria suggests that there is no reasonable prospect of the proposed innovation being progressed by the Commonwealth;
	4. the Commonwealth considers that there is a more appropriate program or source of funding for the proposed innovation;
	5. the proposed innovation is covered by existing procurement activities the Commonwealth is undertaking;
	6. the proposed innovation has been developed by or with the assistance of an individual during the course of their employment with the Commonwealth;
	7. the proposed innovation has been developed under a contract with the Commonwealth (unless the contract specifically allows this);
	8. the submission is made by, or with the assistance of, an entity or individual that is working or has worked with the Commonwealth on the RFP or the process; or
	9. the submission includes information that cannot be read or decrypted, or the Commonwealth believes the submission may contain a virus, malicious code or anything else which may compromise the integrity or security of its ICT environment;
	10. the submission exceeds an 18 month work program and AUD $250,000 (GST exclusive) request for NGTF ICERA funding.
2. **Australian Government Requirements**
	1. The Commonwealth will not enter into a Contract with a proposer which has a judicial decision against it (including overseas jurisdictions but excluding judgments under appeal or instances where the period for appeal or payment/settlement has not expired) relating to unpaid employee entitlements where the entitlements remain unpaid.
	2. In accordance with the Workplace Gender Equality Procurement Principles, the Commonwealth will not enter into any resultant Contract with a proposer who is non-compliant under the *Workplace Gender Equality Act* *(Cth)* 2012.
3. **Complaints**
	1. In the event proposers wish to lodge a formal complaint regarding this procurement, the complaint is to be directed in writing to: procurement.complaints@defence.gov.au. On the request of the Commonwealth, proposers are to cooperate with the Commonwealth in the resolution of any complaint regarding this procurement.
4. **Proposal Preparation**
	1. Proposers are to complete and provide the information requested in the Request For Proposal portal and as per the call for applications information (www.dst.defence.gov.au/icera).
	2. Your submission, including attachments, must be in English, and measurements must be in Australian legal units of measurement.
	3. Your submission must include a valid Australian Business Number (ABN) or New Zealand Business Number (NZBN) that relates to the entity lodging the submission.
	4. Your submission must not contain viruses, malicious code, or other disabling features which may affect the Commonwealth’s ICT environment.
	5. Do not rely on any representation, letter, document or statement, either oral or in writing, or other conduct as adding to or amending these Terms other than amendments issued by the Commonwealth in accordance with clause 1.3 of these Terms.
	6. Do not include security classified material (Australian or foreign) in your submission.
	7. Do not engage in any collusive bidding, anti-competitive conduct or other similar conduct in connection with your submission or any engagement with the Commonwealth in relation to your submission.
	8. You must make sure that your officers, employees, agents and advisors involved in the submission or the process also observe this restriction.
	9. Proposals must also be consistent and compliant with the terms as laid out at www.dst.defence.gov.au/icera.
5. **Contact Officer and RFP Inquiries**
	1. Proposers are to direct any questions or concerns regarding this RFP in writing to the Contact Officer.

Email: NGTF@dst.defence.gov.au

* 1. Proposers may submit questions or concerns to the Contact Officer up until five Working Days prior to the Closing Time specified in the Tender Details Schedule.
	2. Any question or concern submitted by proposers is submitted on the basis that the Commonwealth may circulate it and the Commonwealth’s response to all other proposers without disclosing the source of the question or concern, Confidential Information or revealing the substance of a proposed tender.
1. **Security Requirements**
	1. Security considerations will depend on the work to be performed, however it is likely that the work will be conducted at a minimum Official security classification level. Official level work is intended to be publishable in the open literature where appropriate. Identity of staff and students and their citizenship will need to be provided to DST. Detailed requirements will be provided to successful applicants. DST may request additional security information if this is required to adequately assess a proposal. If attractive Proposals are received with outputs that DST considers to be at a higher security classification, appropriate Defence Security Procedures will be mandated to the proposal(s) if selected.
	2. During the life of this Industry Competitive Evaluation Research Agreement (ICERA) initiative, DST will be implementing changes to the administration of Collaborative Research Security arrangements under the new Defence Research Collaboration Security Framework (DRCSF). Proposers should be aware that full compliance of those changes can be expected to be negotiated in the future when full ratification of the arrangement occurs. Further advice is available from DST Security.
	3. Under the present security arrangements the proposer may be required to achieve Defence Industry Security Program (DISP) Entry Level Membership within 12 months and must have submitted the DISP membership application request within 3 months of signing the NGTF research contract.
2. **Proposal Lodgement**
	1. All queries and requests for DST portal technical or operational support are to be directed to:

Telephone: +61 491 218 499

Email: NGTF@dst.defence.gov.au

* 1. Proposals are to be lodged electronically via the DST portal (https://www.dst.defence.gov.au/icera) **before 17:00 local time in Victoria on the 18th September 2020,** in accordance with the tender lodgement procedures set out in this RFP and on the DST portal.
1. **Confidentiality**
	1. In accordance with paragraph 7.23 of the Commonwealth Procurement Rules (CPRs), the Commonwealth will treat Proposals as confidential before and after the award of any resultant Contract.
	2. Despite clause 10.1 the Commonwealth may disclose information:
		* 1. if required by law or statutory or portfolio duties, or required for public accountability reasons, including following a request by parliament or a parliamentary committee;
			2. for the purpose of defending any claim or proceeding in relation to this RFP process or any resultant Contract;
			3. in the public domain otherwise than due to a breach of confidence; or
			4. as contemplated under clause 12.
	3. You agree that the Commonwealth can use the information in your submission and any further information you give the Commonwealth about your submission (where requested by the Commonwealth):
		* 1. to determine whether to invite you to make a formal proposal (through a Request for Proposal) to enter into an Contract for funding and development of the proposed innovation in your submission;
			2. to inform the assessment of your response to a Request for Proposal; and
			3. for internal management purposes, including to evaluate and review its processes, in order to make improvements in relation to future calls for Proposals.
	4. You agree that the Commonwealth may disclose or provide access to information included in your submission to:
		* 1. authorised personnel within the Department of Industry, Innovation and Science, to allow the Centre for Defence Industry Capability (including its contractors and advisers) to perform its functions, including to provide you with updates on the progress of your submission, for internal management and reporting purposes and to provide advice to the Commonwealth;
			2. other government agencies, including state and territory government agencies, to consult with them about the claims you have made in your submission; and
			3. take appropriate action if any statement made in your submission is incorrect, incomplete, false or misleading, including using the information contained in the proposal for a fraud investigation that would be consistent with the Australian Government’s Investigations Standard and Fraud Control Guidelines.
	5. The Commonwealth will not use or disclose information in your submission other than as set out in clauses 10.3 or 10.4 unless:
		* 1. you agree;
			2. the information is in the public domain otherwise than due to a breach of confidence;
			3. to comply with legal obligations or statutory or portfolio duties, or for public accountability reasons; or
			4. to defend any claim made in relation to the process or a procurement by the Commonwealth (whether or not of the innovation proposed in your submission).
2. **Probity Assurance**
	1. The Commonwealth may exclude a proposal from further consideration if the proposer, any of its Related Bodies Corporate or any officer of any of them has been convicted of bribery of Commonwealth, State, Territory or foreign government officials at any time during the last seven years.
3. **Use of Proposal Documents**
	1. All proposal documents submitted in response to this RFP become the property of the Commonwealth. Proposers submit documents in response to this RFP on the basis that the Commonwealth may use, retain and copy the information contained in those documents for the purposes of:
		* 1. evaluation and selection of any proposal;
			2. preparation and negotiation of any resultant Contract with respect to the RFP; and
			3. verifying the currency, consistency and adequacy of information provided under any other RFP process conducted by the Commonwealth.
	2. The Commonwealth may disclose all or part of the proposal documents to a third party (including to a foreign government technical advisor) for the purposes of assisting the Commonwealth in the conduct of the RFP process, and for the purposes contained in clause 12.1. The Commonwealth may obtain appropriate confidentiality undertakings from the third party prior to disclosure.
	3. Nothing in this clause 12 changes or affects the ownership of IP in the information contained in the tender documents.
4. **Evaluation Criteria and Process**
	1. Proposals will be evaluated on the basis of:
		* 1. Demonstrating an understanding and commitment to meet Next Generation Technologies Fund objectives and priorities;
			2. Alignment with the advertised problem statements;
	2. The criteria to be applied for the purposes of evaluation are those set out in column (a) in the following table. The criteria are not in any order of importance.

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| Key Criteria - Column (a) | Subordinate Criteria – Column (b) |
| 1. **The potential to create impact for Defence by assisting in the development of world-leading knowledge or technologies in one of the NGTF theme areas and alignment with NGTF objectives**.
 | The extent to which the proposed outputs align with NGTF themes and have the potential to contribute to the development of world-leading, leap-ahead technologies. The research should be able to help Defence retain a technology 'edge' against adversaries. |
| 1. **The feasibility of the proposed project.**
 | The extent to which the proposed project is achievable within the timeframe and budget. Defence will consider the relevance and credibility of any claims made by the respondent relating to the feasibility of the proposed innovation (including about the skill, knowledge and track record of the team to conduct the proposed research). |
| 1. **The extent to which the proposer is compliant with the conditions of contract, the Request for Proposal conditions and the eligibility** **requirements of the ICERA opportunity**
 | Nil |
| 1. **Contribution to Australia’s Defence industry capability or to an Australian centre of expertise**
 | The extent to which the proposed innovation has the potential to improve or contribute to Australia’s defence Industry capability and capacity or contribute to an Australian centre of expertise. This includes benefits to Defence industry, the commercial potential of the expected outputs, and any spill-over benefits. |

* 1. The Commonwealth may, at any time, seek clarification of your submission and enter into discussions with you in relation to your submission or with other respondents in relation to their Proposals.
	2. Your submission will be assessed in accordance with these Terms, against the assessment criteria, and in accordance with the RFP - Evaluation Criteria and Assessment Process. Priority will be given to Tier 1 proposals over Tiers 2 and 3 (as outlined at www.dst.defence.gov.au/icera).
	3. The Commonwealth reserves the right to determine the order in which it assesses the Proposals it receives in response to this RFP.
1. **Minimum Content and Format Requirements**
	1. Proposals are to be written in English.
	2. All measurements in Proposals are to be expressed in Australian legal units of measurement unless otherwise specified.
2. **Conditions for Participation**
	1. Potential Suppliers wishing to respond to this procurement will be required to fully comply with the conditions outlined in the call for applications ([www.dst.defence.gov.au/icera](http://www.dst.defence.gov.au/icera)) and meet the following conditions for participation:
3. Clause 8 - Defence Security requirements;
4. Applicants must hold an Australian Business Number (ABN) or a New Zealand Business Number (NZBN) to participate in this procurement.; and
5. Applicants must be a Small to Medium Enterprise with 200 or fewer employees.
6. **Debriefing of Proposals**
	1. You will be notified whether your submission has been successful, or unsuccessful. You may request a debriefing from the Commonwealth in relation to a successful or unsuccessful submission.
	2. Proposers will be debriefed against the Evaluation Criteria clause 13.
7. **Disclaimer**
	1. The Commonwealth of Australia is not committed contractually or in any way to those organisations that respond to this RFP. The issue of this call does not commit or otherwise oblige the Commonwealth of Australia to proceed with the proposed work.
8. **Contract Mechanism**
	1. Industry Responses

a. All agreements between the Commonwealth and an Industry shall be entered into under the Next Generation Technologies Fund Research Contract (see NGTF Contract Agreement Terms and Conditions for details). The terms and conditions of this contract will not be amended or negotiated.

1. **Interpretation of these Terms**
	1. In these Terms, unless the contrary appears:
2. the singular includes the plural and vice-versa;
3. a reference to one gender includes the others;
4. “The Commonwealth” refers to the Commonwealth of Australia as represented by the Department of Defence, including its advisers or contractors;
5. “Contract” means a contract between the Commonwealth and a respondent, formed after the respondent has provided a successful response to a Call for Proposal;
6. “Terms” means these terms for the RFP, and includes the RFP – Evaluation Criteria and Process; and
7. “the process” refers to the procurement process commenced by this RFP.
8. **Intellectual Property (IP) Management**
	1. Intellectual Property (IP) management arrangements have been established to ensure the management of IP is addressed throughout all stages of the procurement.
	2. The IP arrangements for industry are outlined in detail in the Next Generation Technologies Fund Research Contract and within each supporting agreement.

a. Foreground IP ownership is to be consistent with the options available and agreed to within the Next Generation Technologies Fund Research Contract (see NGTF Research Contract Terms and Conditions for details).