



Army | Army
Innovation
Day

ARMY INNOVATION DAY 2025

CFS TERMS

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1. Call for Submissions

- 1.1. This is a Call for Submissions (CFS), which represents stage 1 of 2 of the Army Innovation Day 2025 (AID25) procurement process.
- 1.2. Tenderers (also referred to as 'you' in these Terms) must lodge a Submission before the Closing Time using the "AID25 Submission Form" available on the AusTender website for this specific solicitation. Defence will evaluate Submissions received in response to this CFS in accordance with these Terms and in accordance with the Evaluation Criteria and Process.
- 1.3. Submissions are to be lodged electronically via AusTender (<https://www.tenders.gov.au>) before the specified Closing Time in accordance with Submission lodgement procedures outlined in clause 1.4.
- 1.4. Submissions are to be lodged in the format as specified below:
 - a. all file names should sufficiently identify You by including your name
 - b. all file names should reflect the parts of the Submission they represent, where the response comprises multiple files. Submissions must include a single AID25 Submission Response Form no greater than 5MB and may include a single image of the technology no greater than 5MB, as separate files.
- 1.5. Defence will evaluate Submissions received in response to this CFS in accordance with these Terms and in accordance with the Evaluation Criteria and Evaluation Process.
- 1.6. If Defence selects your Submission to progress to Stage 2 Request for Proposal (RFP), you will be invited to submit a Proposal that Defence will then consider in accordance with the terms of that process.
- 1.7. You will be notified of the outcomes of each stage and may request a debriefing at the end of each stage in which you participated.
- 1.8. To the extent permitted by law, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between Defence and a Tenderer unless and until an Innovation Contract is signed by Defence and that Tenderer.
- 1.9. Defence may seek to acquire capability that suitably addresses the AID25 Challenge Statement. Defence may select Submissions, or products and advanced prototypes developed as a result of a successful AID25 innovation contract, for future development opportunities or for acquisition/purchasing contracts.
- 1.10. The additional rules detailed in Division 2 of the CPRs do apply to this procurement.
- 1.11. Army intends to provide an Industry Briefing (optional) on the AID25 Challenge Statement. This Industry Briefing will be conducted at Badcoe Hall – Bruche Rd, Royal Military College - Duntroon commencing at 1:00pm AEDT on Thursday, 12 December 2024.

- 1.12. Limited seating will be available to the representatives of prospective tenderers at the briefing. The briefing will also be video streamed via GovTEAMS. Registration is required for both in-person and online attendance. Registrations can be accessed at the following link: <https://australianarmy.eventsair.com/aid-industry-briefing/aid2025>. Registrations to attend the briefing in-person should be made by 1:00pm AEDT on Tuesday, 12 December 2024. The Industry Briefing will be recorded and be made available as an addendum.
- 1.13. Industry Briefings are conducted for the purpose of providing background information only. Tenderers should note the effect of clauses 3.1 and 10.1. Tenderers should not rely on a statement made at an industry briefing as amending or adding to this CFS, unless that amendment or addition is confirmed by the Commonwealth in writing. Attendance at the AID 25 Industry Briefing is not required to submit a response to this CFS.

2. Preparing a Submission

- 2.1. Submissions lodged after the Closing Time (whether in whole or part) may be excluded from consideration.
- 2.2. Your Submission, including attachments, must be in English, and measurements must be in Australian legal units of measurement.
- 2.3. Your Submission must include a valid Australian Business Number (ABN) that relates to the entity lodging the Submission.
- 2.4. Your Submission must not contain viruses, malicious code, or other disabling features which may affect Defence's or any other Commonwealth of Australia ICT environment.
- 2.5. You must 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 Defence in accordance with clause 3.1 of these Terms.
- 2.6. You must comply with the security provisions at clause 16 and not include security classified material (Australian or foreign) in your Submission.
- 2.7. You must not engage in any collusive bidding, anti-competitive conduct or other similar conduct in connection with your Submission or any engagement with Defence in relation to your Submission.
- 2.8. You must make sure that your officers, employees, agents and advisors involved in the Submission or the process also observe this restriction.
- 2.9. Your Submission must comply with maximum word limit imposed for each question in the AID25 Submission Form. Defence may choose to assess only the permitted amount of words for each question.

3. Defence's Rights

- 3.1. Without limiting its other rights under this CFS or at law or otherwise, Defence may

amend, suspend, defer or terminate this CFS, and any aspect or the whole of the process (including the Submission Form), at any time by issuing a notice in writing via AusTender.

- 3.2. In addition to its other rights, Defence will not invite you to respond to the Stage 2 RFP if you:
- a. are non-compliant under the Workplace Gender Equality Act 2012 (Cth);
 - b. have a judicial decision against you (including overseas jurisdictions but excluding judgements 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; or
 - c. are an individual or entity on the Consolidated List to which the Charter of the United Nations Act 1945 and Autonomous Sanctions Act 2011 currently applies.
- 3.3. Defence may at any time do any number of the following:
- a. clarify Submissions with Tenderers;
 - b. enter into discussions with Tenderers in relation to their Submission;
 - c. consider additional information related to a Submission (including information obtained from sources other than a Tenderer);
 - d. shortlist one or more Tenderers;
 - e. exclude a Submission from further consideration under clause 11.1;
 - f. decide not to undertake, or discontinue, this CFS if Defence considers it does not have sufficient Submissions to make the continuation viable;
 - g. terminate further participation in the CFS process by the Tenderer for any reason, regardless of whether the Submission conforms with the requirements of the CFS;
 - h. permit any person to participate in the CFS process prior to Closing Time;
 - i. negotiate with the Tenderer and/or its project partners; and
 - j. deal with any other organisations (whether or not they have submitted a Submission) in relation to proposed innovations that may have Defence applications.
- 3.4. Defence reserves the right to determine the order in which it evaluates the Submissions it receives in response to this CFS.

4. Inappropriate Behaviour

- 4.1. Defence reserves the right to exclude a Submission that, in the opinion of Defence, has been compiled:
- a. with the improper assistance of current or former Defence personnel or Defence service providers;

- b. with the utilisation of information unlawfully obtained from the Commonwealth;
- c. in breach of an obligation of confidentiality to the Commonwealth; or
- d. contrary to these CFS Terms.

5. Use of former Defence personnel or Defence service providers in Submission preparation and CFS process

- 5.1. Without limiting the operation of Section 4 of these CFS Terms, a Tenderer or its project partners must not, without prior written approval from Defence (the Army Innovation Day Delegate), permit any Defence personnel or Defence service provider to contribute to, or participate in, any process or activity relating to the preparation of the Tenderer's Submission or the CFS process, if:
- a. the person was involved at any time in the planning of the procurement to which this CFS relates, the preparation of this CFS, or the management of the CFS process; or
 - b. the person was at any time during the 12 months immediately preceding the date of issue of this CFS involved in a Defence procurement process or activity relevant or related to this CFS.
- 5.2. If the tenderer fails to comply with this clause 5.1, the Submission may be excluded from further consideration.

6. Evaluation of Submissions

- 6.1. Your Submission will be evaluated in accordance with these Terms, including against the Evaluation Criteria set out in the Evaluation Criteria and Evaluation Process Document, located on AusTender under this CFS.
- 6.2. Defence reserves the right to determine the order in which it evaluates the Submissions it receives in response to this CFS.

7. Costs

- 7.1. You are responsible for all of your costs associated with this CFS.
- 7.2. In accordance with clause 8.1, Defence is not responsible for any costs you incur in relation to any of the following:
- a. preparing or making a Submission; and
 - b. any engagements with Defence in relation to your Submission.
- 7.3. In accordance with clause 8.1, Defence is not liable to you for any costs or expenses incurred by you in taking part in this CFS, including without limitation, instances where:
- a. your Submission is excluded or you are not invited to respond to a RFP;

- b. your Submission is put on hold in accordance with clause 12 of these Terms;
- c. Defence varies or terminates this CFS or the process;
- d. Defence exercises any of its other rights in these Terms;
- e. you rely on advice from Defence or any other Commonwealth of Australia entities, including the Office of Defence Industry Support (ODIS), in relation to your Submission; or
- f. there are failures or problems involving your infrastructure, browser or internet connectivity.

7.4. Specific guidance on allowable and unallowable project costs is located in the Budget Calculator should you progress to Stage 2 RFP.

8. Who owns your Submission?

8.1. Defence will own any Submission you make - see clause 9 below. This does not affect the ownership of any intellectual property.

9. Confidentiality

9.1. In accordance with the Commonwealth Procurement Rules (CPRs), Defence will treat your Submission as confidential.

9.2. Notwithstanding clause 9.1, Defence may use and disclose the information in a Submission in accordance with clauses 9.3 to 9.6.

9.3. You agree that Defence can use the information in your Submission and any further information you give Defence about your Submission:

- a. for the purposes of evaluating, shortlisting and selecting any Submission and the preparation and conduct of any procurement process prior to the award of an Innovation Contract. For clarity, this includes determining whether to invite you to make a formal Proposal (through a RFP) to enter into an Innovation Contract for funding and development of the proposed innovation in your Submission;
- b. to inform the evaluation of your response to a RFP;
- c. to verify the currency, consistency and adequacy of information provided by you under any other procurement process conducted by Defence;
- d. for internal management purposes, including to evaluate and review its processes, in order to make improvements in relation to future CFS;
- e. in the planning for, and development of, any other procurement process conducted by Defence, including the Army Innovation Day industry engagement activities.

9.4. You agree that Defence may disclose or provide access to information included in your Submission to:

- a. authorised personnel within Defence, including contractors and advisers, or third parties for the purposes of assisting Defence in the conduct of the procurement process for the purposes contained in clause 9.3. The Commonwealth may obtain appropriate confidentiality undertakings from any third party prior to disclosure;
 - b. upon obtaining any appropriate confidentiality undertakings, other government agencies or regulatory bodies, including state and territory government agencies, to:
 - i. consult with them about any information you have provided in your Submission; and/or
 - ii. achieve broader inter-governmental objectives in order to ensure alignment and coordination, including for other government agencies to conduct analysis of the market;
 - c. take appropriate action if any statement made in your Submission is incorrect, incomplete, false or misleading, including using the information contained in the Submission for a fraud investigation that would be consistent with the Australian Government's Investigations Standard and Fraud Control Guidelines.
- 9.5. You acknowledge that as a Commonwealth agency, Defence is subject to legislative and administrative accountability and transparency requirements of the Commonwealth, including disclosures to Ministers and other Government representatives, Parliament and its Committees and the publication of information in respect of the CFS process. Any Innovation Contract resulting from this CFS will also be subject to these requirements, including that contractual provisions (and related matters) may be disclosed to Ministers, other Government representatives, Parliament and its Committees.
- 9.6. You acknowledge that you are aware of the impact of the *Auditor-General Act 1997* on your participation in this CFS and any subsequent Innovation Contract.
- 9.7. Defence will not use or disclose information in your Submission other than as set out in clauses 9.3 to 9.6 unless:
- a. you agree;
 - b. the information is in the public domain otherwise than due to a breach of confidence;
 - c. to comply with legal obligations or statutory or portfolio duties, or for public accountability reasons;
 - d. the information is used or disclosed for the purposes of Defence ensuring and promoting compliance with Defence security policy, export controls and relevant protective security requirements; or
 - e. to defend any claim made in relation to the process or a procurement by Defence (whether or not of the innovation proposed in your Submission).
- 9.8. Privacy

- a. You agree that Defence may collect, store, use and disclose the personal information provided in your Submission for the purposes of evaluating your Submission and for other purposes relating to the administration of this process, the RFP stage and or in relation to 9.3.
- b. You may choose not to provide personal information but in this case Defence may not be able to evaluate your Submission.
- c. The Defence Privacy Policy, which contains information regarding how Defence collects, stores and uses personal information, is available at <http://www.defence.gov.au/privacy.asp>.

10. Your acknowledgments and agreements

10.1. By making a Submission you:

- a. acknowledge that you do so, and participate in the process (including any potential attendance at AID25), at your own risk and cost;
- b. acknowledge that Defence is not obliged to proceed further with any Submission you make, or enter into arrangements with you about the innovation proposed in your Submission;
- c. acknowledge that if your Submission is progressed, you will need to comply with RFP Terms issued by Defence;
- d. acknowledge that, subject to these Terms, Defence may deal with other organisations (whether or not they have made a Submission) in relation to proposed innovations that may have Defence applications;
- e. acknowledge that in evaluating Submissions, Defence may consider additional information related to any Evaluation Criteria (including information obtained from sources other than you);
- f. acknowledge that Defence may or may not allow another legal entity to take over your Submission in substitution for you, including where an event occurs that has the effect of substantially altering the composition or control of your business. If Defence allows such substitution, it may allow the substitution on such terms as considered appropriate, and may consider the impact of the substitution in its evaluation of your Submission.
- g. declare that the information provided in the Submission is accurate, complete and current and acknowledge that giving false or misleading information is a serious offence under the Criminal Code Act 1995;
- h. declare that you have not – and your related bodies corporate (as defined in the Corporations Act 2001), as well as officers, employees, agents and advisors of you or your related bodies corporate, have not – broken any applicable law (including foreign

laws) about offering of inducements in connection with the preparation of your Submission; and

- i. declare that all actual, potential or perceived conflict between Defence's interests and your interests in relation to the process (if any), have been identified in your Submission, and that you will immediately notify Defence if you become aware of any actual, potential or perceived conflict between Defence's interests and your interests in relation to the process. "Your interests" includes the interests of your related bodies corporate, and the interests of the officers or employees of you or your related bodies corporate.

10.2. By making a Submission which names you as the lead Tenderer and other entities as project partners, in addition to your acknowledgements and declarations in clause 10.1, you acknowledge and declare that:

- a. each of the project partners make the acknowledgements and declarations referred to in clause 1.1; and
- b. you have the authority to provide the acknowledgements and declarations on behalf of each of the project partners.

11. Exclusion

11.1. Defence may, at any time, exclude a Submission from further consideration if:

- a. clause 2, clause 4, clause 5 or clause 11 of these Terms is breached;
- b. the evaluation of the Submission against any one or more Evaluation Criteria or value for money considerations suggests that there is no reasonable prospect of the proposed innovation being progressed by Defence;
- c. Defence considers that the technology may present high risk to the environment, safety, security, persons or property or may breach the law or infringe the rights of others;
- d. Defence considers the Submission includes a false, misleading or deceptive claim or statement;
- e. if any of the circumstances specified in clauses 3.2a or 3.2b or 3.2c applies to the Tenderer;
- f. Defence considers that there is a more appropriate program or source of funding for the proposed innovation;
- g. the proposed innovation has been developed by or with the assistance of an individual during the course of their employment with Defence;
- h. the Submission has been compiled using information unlawfully obtained from the Commonwealth (including in breach of an obligation of confidentiality owed to the

Commonwealth);

- i. the proposed innovation is covered by existing procurement activities Defence is undertaking;
 - j. the proposed innovation has been developed under a contract with Defence (unless the contract specifically allows the submission to be made);
 - k. the Submission includes information that cannot be read or decrypted, or Defence believes the Submission may contain a virus, malicious code or anything else which may compromise the integrity or security of its ICT environment;
 - l. minimum content and format requirements in clauses 2.2 and 2.3 have not been met;
 - m. the Submission or a part of the Submission is lodged after the Closing Time, as specified in clause 2.1;
 - n. the Submission is incomplete or clearly non-competitive against any one or more Evaluation Criteria or value for money considerations;
 - o. the Submission does not include all the information requested as part of this CFS; or
 - p. the proposed innovation submitted is evaluated to be at Technical Readiness Level 9 or a Commercial-Off-The-Shelf solution without consideration of a development pathway to meet ADF contexts, as specified in the Challenge Statement;
 - q. the proposed innovation submitted is evaluated to be below the minimum Technical Readiness Level as specified in the Challenge Statement;
 - r. Defence considers that the proposed innovation does not comply with a requirement identified as essential in the Challenge Statement.
- 11.2. Should any of 11.1 apply to a Tenderer, Defence may consider the Submission as unsuccessful.

12. Putting a Submission on hold

- 12.1. Where, due to value for money considerations, Defence has evaluated that a Submission cannot currently be invited to progress to RFP, Defence may put that Submission on hold.
- 12.2. If a Submission is put on hold in accordance with this clause, Defence will advise the Tenderer accordingly, and will contact the Tenderer to discuss how the Submission may be progressed.

13. Withdrawing a Submission

- 13.1. You agree that your Submission is valid unless or until it is withdrawn.
- 13.2. You may withdraw a Submission at any time by submitting an enquiry to the Army Innovation Day mailbox: army.innovation.day@defence.gov.au.

- 13.3. If you withdraw a Submission before Defence has evaluated it, or during its evaluation, Defence will cease any further evaluation.
- 13.4. If you withdraw a Submission that has been put on hold, Defence will not progress that Submission further.

14. Debriefing

- 14.1. You will be notified whether your Submission has been successful or unsuccessful. You may request an oral debrief from Defence in relation to a successful or unsuccessful Submission.

15. Complaints

- 15.1. In the event you wish to lodge a formal complaint regarding this process, the complaint may be directed in writing to: procurement.complaints@defence.gov.au. Tenderers must cooperate with Defence in the resolution of any complaint regarding the process.

16. Security requirements

- 16.1. You must not include security classified material (Australian, foreign or proprietary) in your Submission.
- 16.2. If there is a concern that your Submission would not be able to adequately convey the innovation and its benefits to Defence without including more sensitive or potentially classified information, the Tenderer is to contact the AID mailbox: army.innovation.day@defence.gov.au and make arrangements to provide the additional information using appropriate security protocols prior to the Submission of your CFS. There will be no scope to allow the submission of classified material after the CFS Closing Time.
- 16.3. Classified material in Submissions is to be avoided where possible. If this cannot be achieved, Submissions containing classified information are to be prepared and transmitted as follows:
- a. for Australian Submissions, in accordance with Principle 71 of the Defence Security Principles Framework (DSPF) as amended from time to time; or
 - b. for overseas Submissions, in accordance with the applicable industry security information system regulations issued by the appropriate government security authority in their country. If transmission involves transmission by diplomatic bag, the overseas Tenderer is to use the diplomatic bag of its own government.
- 16.4. If only part of a Submission contains classified information, that part must be segregated from the remainder of the Submission for separate transmission prior to the Submission of your CFS. However, both parts of the proposal are subject to the Proposal Closing Time. Care should therefore be taken to ensure that sufficient time is allowed for the proposal to

be received by the Proposal Closing Time when secure means of transmission are used.

- 16.5. If required and on request by Defence, the Tenderer is to comply with the Commonwealth security clearance and accreditation process as detailed in Principles 40, 72 and 73 of the DSPF as amended from time to time, including obtaining the level of security clearance and accreditation required by the Commonwealth.

17. Interpretation of these Terms

17.1. In these Terms, unless the contrary appears:

- a. the singular includes the plural and vice-versa;
- b. a reference to one gender includes the others;
- c. "AID25" means Army Innovation Day 2025;
- d. "Call for Submission or CFS" means the terms notified to the market that govern the first stage CFS process for this Activity;
- e. "Challenge Statement" means the cover document to these Terms that sets out the challenge statement for this Activity;
- f. "Closing Time" means the time and date specified as such in the Challenge Statement;
- g. "Contract Phase Statement" means the document included in the Innovation Contract entitled Contract Phase Statement
- h. "Defence" refers to the Commonwealth of Australia as represented by the Department of Defence, including its advisers or contractors;
- i. "Evaluation Criteria" means the evaluation criteria described in the Evaluation Criteria and Process Document.
- j. "Evaluation Criteria and Process Document" means the document which contains the evaluation criteria and process for this Activity published by Defence on AusTender;
- k. "Evaluation Process" means the process described in the Evaluation Criteria and Process Document.
- l. "Innovation Contract" means a contract between Defence and a Tenderer, formed after the Tenderer has provided a successful response to a RFP;
- m. "Request for Proposal" or "RFP" means the second stage request for Proposal process for this Activity;
- n. "This Activity" means a two-stage or single stage procurement process issued by Defence under to address a specific problem or technical challenge;
- o. "Standard Terms" means the document entitled "Innovation Contract – Standard Terms";

- p. “Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR;
 - q. “Terms” means these terms for the CFS, and includes the Evaluation Criteria and Process; and
 - r. “the process” refers to the procurement process commenced by this CFS.
- 17.2. To the extent of any inconsistency, these Terms take precedence over:
- a. information set out in the Challenge Statement, or on relevant Commonwealth websites including business.gov.au, AusTender or on the Defence Industry & Innovation social media platforms;
 - b. instructions or guidance within the “*AID25 Submission Form*” for this Activity; and
 - c. any other guidance documents on completing the “*AID25 Submission Form*” for this Activity.

18. Australian Government Requirements

- 18.1. The Tenderer should familiarise itself with all relevant Commonwealth policies, as amended from time to time, including:
- a. Defence and Industry policy as detailed in the Defence and Industry Policy Statement and Australian Industry Capability policy in the Defence Procurement Manual (DPM);
 - b. Financial Policy Gifts and Benefits;
 - c. Defence Instruction – Administrative Policy (DI ADMINPOL), in particular: Annex C, AG4 – Incident reporting and management and the Incident Reporting and Management Manual; Annex C, AG5 – Conflicts of interest and declarations of interest and the Integrity Policy Manual; Annex J, PPL 7 – Required behaviours in Defence, and Defence and the Private Sector – An Ethical Relationship;
 - d. Work Health and Safety, Hazardous Substances, Defence Environmental, Ozone Depleting Substances and Synthetic Greenhouse Gases, Public Interest Disclosure and Workplace Gender Equality policies as detailed in the DPM;
 - e. Commonwealth Government’s Indigenous Procurement Policy (IPP);
 - f. The Shadow Economy Procurement Connected Policy;
 - g. The Payment Times Procurement Connected Policy and other relevant guidance from the Department of Finance; and
 - h. Commonwealth Supplier Code of Conduct (available at: <https://www.finance.gov.au/government/procurement/commonwealth-supplier-code->

[conduct/commonwealth-supplier-code-conduct](#)).

19. Compliance with the Commonwealth Supplier Code of Conduct

- 19.1. If requested by the Customer, Potential Suppliers should provide information in their Response demonstrating that they have the appropriate policies, frameworks, or similar, in place to comply with the Supplier Code of Conduct.
- 19.2. The Customer may take into account a Potential Supplier's ability to comply with the Supplier Code of Conduct in evaluating the Potential Supplier's Response.