

**Request for tender**

***Strictly confidential***

Tenderer: Jack Cook & Dean Gutzke

MLA Objective Measurement Program

Date completed: 30 November 2023

The contents of this request for tender and all other information and materials provided by or on behalf of MLA are the property of MLA and are confidential to MLA. All materials provided by or on behalf of a tenderer to MLA will become the property of MLA. There is no payment for tender applications.

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SECTION 1

* 1. INTRODUCTION AND INSTRUCTIONS
     1. MLA
        + 1. Meat & Livestock Australia Limited (ABN 39 081 678 364) and its related body corporate Integrity Systems Company Limited (ABN 34 134 745 038) and MLA Donor Company Limited (ABN 49 083 304 867) (“**MDC**”)] (together, “**MLA**”) undertake a range of research and development and marketing programs designed to benefit beef, sheepmeat and goatmeat industry participants, from livestock producers to retail service providers. It also provides a number of research and development and marketing services to related industry sectors including meat processors and live animal exporters.
          2. MDC invests in research and development to accelerate innovation across the value chain so the Australian red meat and livestock industry can remain globally competitive. It attracts commercial investment from individual enterprises and other companies that share a mutual interest to coinvest in innovation that will benefit the Australian red meat industry. The Australian Government matches voluntary partner contributions (up to 60% of project value) through MDC, where eligible projects deliver outcomes that address broader industry and/or government priorities and benefit the entire industry. Please refer to the [MLA Donor Company (MDC) background and application guidelines](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.mla.com.au%2Fglobalassets%2Fmla-corporate%2Fabout-mla%2Fdocuments%2Fwho-we-are--corporate-goverance%2Fmdc-proposal-guidelines.docx&wdOrigin=BROWSELINK) (or any replacement document) which you can find on MDC’s website <https://www.mla.com.au/about-mla/what-we-do/mla-donor-company/>.]
     2. Invitation

MLA invites interested parties to submit tenders by 5:00pm on Wednesday 31 January (“**Closing Date”**), to evaluate live animal objective measures using microwave technology for predicting quality and yield traits.

* + 1. Tenders

Tenders must comply with all requirements specified in this request for tender.

Please submit an electronic/soft copy of the tender. All submissions must be emailed to jcook@mla.com.au

All questions in Section 2 must be completed by the tenderer.

Section 3 describes MLA’s requirements for evaluation of live animal measures using microwave technology (“**Specification”**). Each tenderer must provide a statement detailing how it would meet MLA’s requirements in Section 3. Tenderers should consider the MLA Donor Company (MDC) proposal guidelines and application form which are available on the MDC page [MLA Donor Company | Meat & Livestock Australia](https://www.mla.com.au/about-mla/what-we-do/mla-donor-company/) (or any replacement document) in preparing this statement.]

Section 4 contains the terms upon which MLA will enter into an agreement with the successful tenderer. These terms contain minimum legal requirements that must be satisfied before MLA is prepared to enter into an agreement with a supplier and will apply unless the successful tenderer has an existing umbrella agreement with MLA. For the majority of tenders and to the extent permitted by law, MLA’s terms are not open to negotiation. The tenderer acknowledges and agrees that submitting a tender to MLA will constitute acceptance of all terms of the agreement in Section 4 by the tenderer. If a tenderer has previously agreed relevant umbrella terms with MLA then those umbrella terms will instead apply.

Section 5 contains a declaration to be completed by the tenderer.

Section 6 and Section 7 should be completed by the tenderer if there are additional corporate governance disclosures required as part of the response to Section 2.

All tenders should contain:

* + - * 1. the answers to the questions and information required in **Section 2**;
        2. any additional information, reports or documents required in relation to the Specification in **Section 3**;
        3. a statement detailing how the tenderer will meet MLA’s requirements in **Section 3**;
        4. confirmation that, if successful, the tenderer will enter into an agreement with MLA on the terms set out in **Section 4** or on any previously agreed umbrella terms; and
        5. the completed declaration in the form set out in **Section 5.**

MLA will treat all tenders in confidence.

* + 1. Ownership of tenders

The documents which comprise this request for tender and any other material provided by MLA to tenderers, including any intellectual property rights in the same, remain the property of MLA (“**MLA Material**”).

MLA grants each tenderer a non-transferable, non-exclusive, royalty-free licence to use the MLA Material for the purposes of this tender process.

Any intellectual property rights that exist in a tenderer’s response to this request for tender, other than the intellectual property rights in the MLA Material, will remain with the tenderer or its third party licensors (“**Tenderer IP**”).

The tenderer acknowledges and agrees that all material submitted by a tenderer in response to this request for tender will become the property of MLA on receipt by MLA.

The tenderer grants MLA and its employees, agents, contractors and advisers a non-exclusive, irrevocable, royalty-free licence to copy, adapt, modify and create derivate works from the Tenderer IP for the purposes of evaluating the tender.

* + 1. Disclosure

In providing a tender the tenderer agrees to the disclosure of information in the tender to MLA’s employees, agents, contractors and advisers, for the purposes of this tender process, as required by law or otherwise with the tenderer’s consent.

Tenderers must clearly identify any information that they consider should be protected as confidential or commercially sensitive information.

* + 1. Questions

Any questions must be submitted in writing to the email address specified in section 1.3 above. MLA may provide the answers to such questions at its discretion and may share the answers with all tenderers. A tenderer may request that a question be treated as proprietary (where the information disclosed is considered commercially sensitive to the tenderer).

* + 1. Extension of Closing Date

MLA may extend the Closing Date. Tenderers may request an extension in writing via email to the email address specified in section 1.3 above at least 3 business days prior to the Closing Date and must provide reasons in support of the request.

Any extension of time will be granted to all tenderers, not only the tenderer requesting the extension.

* + 1. Confidentiality

The contents of this request for tender and all other information and materials provided to a tenderer by or on behalf of MLA relating to this tender, including information provided prior to the release of this document, are confidential to MLA, to the extent such information and materials are not publicly available or in the public domain at the time disclosed.

A tenderer must not use copy, reproduce, distribute or disclose such information or materials (except to the tenderer’s employees, agents, contractors and advisers for the sole purpose of enabling the tenderer to submit a tender).

* + 1. Discussion and public statements

Unless expressly provided in this request for tender, tenderers and their employees, agents, contractors and advisers must not at any time during the tender process approach or discuss with any MLA employees, agents, contractors or advisers (except the MLA Contact) any matter relating to the request for tender or the tender.

Tenderers must not make any public statement about this request for tender without the prior written consent of MLA.

* + 1. Conflict of interest

A tenderer must not have any actual, potential or perceived conflict of interest between its interests and the interests of MLA in connection with this request for tender. If an actual, potential or perceived conflict of interest arises, the tenderer must immediately notify MLA in writing and MLA will:

* + - * 1. enter into discussions to seek to resolve such conflict of interest and require the tenderer to take such steps as MLA may reasonably require to resolve or otherwise deal with the conflict;
        2. exclude the tenderer from further participation in this request for tender and disregard the tender provided by such a tenderer; or
        3. take any other action it considers appropriate.
    1. Budget information

Budget information specified in tenders must:

* + - * 1. be expressed in Australian dollars;
        2. be inclusive of all charges, and expenses;
        3. identify separately the duties and taxes, including goods and services tax (**GST**) component of the price; and
        4. apply for the duration of the provision of the goods and services contemplated by this request for tender.
    1. Project Access Fee

The tenderer acknowledges a project access fee is payable in relation to the project if the tenderer is successful as set out in the MLA Donor Company (MDC) proposal guidelines and application form which are available on the MDC page [MLA Donor Company | Meat & Livestock Australia](https://www.mla.com.au/about-mla/what-we-do/mla-donor-company/) (or any replacement document). The MDC project access fee is required to support the management, administration and delivery of the project.

* + 1. Tender validity period

Each tender must remain open for acceptance by MLA for a period of at least six months from the Closing Date. The tenderer should specify any longer periods for which the offer remains valid.

* + 1. Applicable law

The laws of New South Wales apply to this request for tender.

* + 1. Privacy

Each tenderer must ensure that it complies with the *Privacy Act 1988* (Cth) in submitting its tender and, if successful, in entering into an agreement for the provision of goods and services contemplated by this request for tender.

MLA will collect your personal information for the purposes of administering this request for tender, including corresponding with you about this tender and evaluating your tender. If you choose not to provide some or all the required personal information, we may not be able to consider your tender.

MLA may disclose your personal information to:

* + - * 1. our related entities, international offices, and representatives for the purpose of our business only;

Please refer to our privacy policy (<https://www.mla.com.au/general/privacy/>) for further details about how we handle your personal information, how you may access or request correction of your personal information or make an enquiry or complaint about our handling of your personal information.

* + 1. MLA’s rights

MLA reserves the right to:

* + - * 1. reject any tender;
        2. close the right to submit tenders at any time before the Closing Date, without giving any reason or communicating such closure to any person;
        3. accept late tenders;
        4. accept any tenders which do not otherwise comply with the terms of this request for tender;
        5. accept part tenders;
        6. withdraw this request for tender or issue a new request for tender;
        7. vary the terms of this request for tender;
        8. negotiate directly with any person before or after the Closing Date;
        9. discuss with each tenderer details of its tender;
        10. proceed with the project on the basis of a different scope and performance requirements that differ to those set out in this request for tender; and
        11. vary the tender selection process set out in this request for tender.

In addition to its rights above, MLA may decline to consider or accept any tender from a tenderer who does not satisfy MLA of the tenderer’s ability to complete the tender in accordance with its terms. MLA expects all tenderers to behave in a courteous and professional manner and will not tolerate harassment or bullying from tenderers. MLA may exclude tenderers who exhibit unacceptable behaviour from this tender process.

MLA is not obliged to disclose the nature of any negotiations, amendments, alterations, additions or other changes provided to a tenderer, nor to offer or accept the same or equivalent amendments, alterations or other changes to other tenderers.

* + 1. Tender evaluation

The successful tenderer will be selected on the basis of the tender that best meets MLA’s Specifications, including where relevant:

* + - * 1. the quality of the goods or services;
        2. fitness for purpose of the proposal
        3. whether the tenderer has the qualifications, experience and resources needed;
        4. value for money, considering the whole of life costs (such as initial purchase price, operating costs, licensing costs, costs of additional features and transition out costs);
        5. technical, commercial, financial, legal and other risks particular to a tender;
        6. the use of proposed subcontractors;
        7. preparedness to agree to MLA’s standard agreement or previously agreed umbrella terms; and
        8. any other criteria appropriate to the purpose of the request for tender.

MLA may allocate any weighting to the evaluation criteria at its discretion and is not bound to accept the lowest priced tender or any tender submitted.

In the evaluation of tenders, MLA may:

* + - * 1. have regard to knowledge and previous experience and dealings with a tenderer;
        2. have regard to information about past and current performance of a tenderer, including under any contract, arrangement or dealing with the tenderer; and
        3. obtain and rely upon advice from any third party in respect of any legal, technical or financial matter.

MLA may waive compliance with any of the terms of this request for tender and consider and accept any tender which does not conform with these terms.

MLA may require a tenderer to provide such further information as MLA requires in order to consider the tenderer’s tender and, if so required, the tenderer must promptly provide such information.

* + 1. Costs

MLA will not be responsible for any costs or expenses incurred by the tenderer arising in any way from the preparation of tenders, including if the procurement process is terminated or amended by MLA.

* + 1. Binding agreement

A tender will not be deemed to have been accepted by MLA, nor any agreement arise between a tenderer and MLA, until the successful tenderer and MLA enter into a formal written agreement for the provision of the goods and services contemplated by this request for tender. This request for tender does not form a contract between MLA and the tenderer.

* + 1. Selection process

MLA will review each tender and may select a short list of tenderers. Any such short listed tenderers may be required to present to MLA or workshop or negotiate their proposal with MLA. A successful tenderer may be selected from such a list.

SECTION 2

* + 1. Details of tenderer

Name: [insert name of the company or individual responding to the tender]

Australian Business Number (ABN): [insert]

Address [insert address of the company or individual responding to the tender]

Contact name [insert name of the person who may be contacted for further information]

Telephone number: [insert]

Email address: [insert]

* + 1. Funding eligibility

Tenderers are to provide details regarding the source of monetary amounts which are proposed to be contributed and confirm the source is an eligible funding source as set out in the MLA Donor Company (MDC) proposal guidelines and application form which are available on the MDC page [MLA Donor Company | Meat & Livestock Australia](https://www.mla.com.au/about-mla/what-we-do/mla-donor-company/) (or any replacement document).]

* + 1. Pricing

Tenderers are to provide quotes for all fees, charges and expenses. Prices are to include all work related to the provision of goods and services contemplated by this request for tender and are to be inclusive of GST and other applicable duties and taxes.

* + 1. Proposed subcontractors and suppliers

The tenderer must list all proposed subcontractors and suppliers that the tenderer intends to engage in providing goods or services to MLA:

|  |  |
| --- | --- |
| **Description of goods or services** | **Subcontractor or supplier name** |
| [insert] | [insert] |
| [insert] | [insert] |
| [insert] | [insert] |
| [insert] | [insert] |

* + 1. Insurance

The tenderer must provide details of current insurance policies held by it and each proposed subcontractor and supplier:

**Tenderer’s Insurance**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Insurance type** | **Policy number** | **Extent of cover: per incident** | **Extent of cover: in aggregate** | **Expiry date** |
| Professional indemnity | [insert] | [insert] | [insert] | [insert] |
| Public liability | [insert] | [insert] | [insert] | [insert] |
| Workers’ compensation | [insert] | [insert] | [insert] | [insert] |

[If subcontractors or suppliers are involved, duplicate the above table and complete for each subcontractor or supplier]

* + 1. Corporate Governance

**Modern slavery:**

Please see MLA’s Modern Slavery questionnaire at **Section 7** which must be completed by all MLA vendors.

**Conflicts of interest:**

☐ tenderer confirms that there are no actual, potential or perceived conflict of interest between its interests and the interests of MLA in connection with this request for tender

OR

☐ tenderer has declared any actual, potential or perceived conflict of interest(s) in Section 6

**Gifts or hospitality:**

☐ tenderer confirms that it has not provided any gifts or hospitality to MLA during the request for tender

OR

☐ tenderer has provided the gifts and hospitality to MLA declared in Section 6

**Anti-bribery or corruption:**

☐ tenderer confirms that has not been convicted of or subject to formal investigations into any anti-bribery and corruption offences;

OR

☐ tenderer has declared its anti-bribery and corruption offences, convictions or investigations in Schedule 6

* + 1. References

The tenderer must provide details (including the relevant contact) of the last 3 agreements entered into for the provision of goods or services comparable to those set out in this Request for Tender:

* + - * 1. Organisation name: [insert]

Telephone number: [insert]

Contact name: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

* + - * 1. Organisation name: [insert]

Telephone number: [insert]

Contact name: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

* + - * 1. Organisation name: [insert]

Telephone number: [insert]

Contact name: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

SECTION 3 - SPECIFICATION

**Purpose and description**

MLA is seeking [co-investment proposals](https://www.mla.com.au/about-mla/what-we-do/mla-donor-company/) from businessesto trial through early adoption an emerging live animal objective measurement technology, the Microwave scanning device. This device is a portable ultrawide band microwave developed by Murdoch University that in the prototype phase has demonstrated the ability to determine single site subcutaneous P8 and rib fat depth in live cattle, and GR tissue depth in sheep (refer to Figure 1).

**Figure 1.** Microwave device to measure lean meat characteristics including GR measurement, p8 fat depth and distribution (i.e. marble score) prediction

The opportunity is open to trial this device at a point in the supply chain, either lamb or beef to measure and predict fat depth and potentially other quality grading traits that can be compared with whole of life data including carcase performance data captured post-slaughter. The ability of the Microwave live device to deliver a point-in-time measurement for fat depth and/or marbling will allow for an in-depth investigation into the rate of subcutaneous fat development over the production cycle of the animal. An investigation into this will provide information that will enable production optimisation across the supply chain. The outcome will be guidelines, including case study, of an animal live measurement technology to facilitate livestock and performance decisions.

Each participant needs to consider:

* Integration of the microwave technology into business workflows and business data management systems.
* How the technology will improve live animal assessment and benefits that may be applied to procurement, production and marketing decision making.
* The project will require a comprehensive Final Report that captures the lessons learnt, including challenges encountered and solutions identified to improve opportunities for future adopters.
* Demonstration of live animal measurement and prediction of fat depth and potentially other quality grading traits that can be compared with whole of life data including carcase performance data captured post-slaughter.

**Background**

Microwave uses low power, non-ionising, electromagnetic waves to determine tissue depth via the differing dielectric properties of biological tissue. The frequencies used in the Microwave cause no pain or destruction to biological tissues thus are completely safe to operators and animals. Operating Microwave is simple, measurements are captured instantaneously via the click of a button. No specialised training is required apart from identifying the correct anatomical location of the trait to be measured. Microwave has been designed to be a low cost, portable technology, with devices estimated to commercially cost approximately AUD$65,000.00, plus technical support and service costs.

The ability to make informed and accurate decisions around cattle selection for feedlot finishing and branded programs is currently constrained by imprecise live animal fat depth measurements. To comply with carcase grid fat specifications, feedlotters are currently using subjective visual and palpated fat scoring to consign cattle to slaughter. Subjective measurements are prone to error as variation can occur within-assessors, between assessors and across days. Fatness in live cattle can be predicted objectively via manual ultrasound scanning, however due to its slow speed and requirement of an accredited operator, it is an impractical way to regularly measure large numbers of cattle.

Modelling has demonstrated that non-compliance to the P8 specification in short-fed feedlot cattle (<100 days) is $17.50 per head, with approximately 16% falling outside grid specifications. Using MLA industry projections, the Australian slaughter cattle population is approximately 6.15 million head (MLA, 2022), of which 50% was grainfed (MLA, 2021). Short-feeding makes up approximately 19% of feedlot cattle (MLA, 2021), roughly equating to 584,250 head annually. Using a 16% non-compliance to P8 fat grid specifications, this equates to approximately AUD$1.6 million annually in lost revenue for short-fed cattle. It is unknown how many fall outside P8 specification in long-fed feedlot cattle. This lost revenue estimate is conservative as it does not take into account the wasted nutrition or increased carbon emissions on farm from feeding non-performing cattle or feeding cattle that are over fat specifications. Improving consignments to slaughter will result in more beef being produced per unit of methane emitted. Therefore, there is a clear need in the Australian beef industry for portable live animal objective measurements that can operate with precision and accuracy, at race speeds, with no risk of safety to humans or livestock.

Currently, selecting suitable cattle for feedlot finishing and branded programs is constrained by imprecise live animal measurement. This limits the ability to make informed and accurate decisions around selection of cattle for feedlot entry as well as turnoff to optimise carcass compliance and days on feed. A research prototype portable ultra-wide band microwave system has demonstrated the capacity to objectively predict P8 and rib fat depth in beef carcasses non-invasively. The Microwave prototype device has also shown good potential for objectively measuring fat depth in live cattle to predict corresponding carcase measurements.

The value of technology and capturing data, lies in its ability to not only be accurate, but in its ability to flow along supply chains to make informed decisions. New technologies will only improve productivity and profitability if their benefits exceed the costs of their implementation. The precision measurements to be assessed in this project can be linked with beef carcass value calculators and Meat Standards Australia predictors of eating quality to “forward inform” abattoir boning rooms of the likely output of cuts that are “fit for purpose” to meet existing market opportunities. This will inform the processor of where short-falls to meet market volumes are likely to exist, and therefore what additional animal types may need to be sourced to meet this shortfall. Optimising animal turn-off to maximise carcass compliance will become increasingly important with the diversification of markets (export vs local).

This tender seeks applications to develop and evaluate the pre-commercial installation of Microwave device to measure carcase quality traits on live animals. The proposition will use live animal microwave measured fat depth and distribution to predict turnoff potential and assist with pen sortation and allocation of animals crush side during feedlot induction, turn-off, and at other mid-feeding points. The ability of the Microwave live device to deliver a point-in-time measurement for fat depth will allow for an in-depth investigation into the rate of growth over the production cycle of the animal. This will provide information to optimise production across the supply chain. Outcomes will include a set of guidelines, including a case study, of an animal live measurement technology to facilitate livestock and performance decisions.

While the background provided above is specific to the feedlot industry, the Microwave device has also shown promise in measuring GR in live lambs and sheep. There are other potential value propositions that may exist in the sheep and grassfed beef industries and MLA is interested in supporting applications across all of these supply chains.

**Proposals**

Each proposal submitted should include the following:

**Background**

Define the problem or opportunity that this project is aiming to address. You should cover the following:

* How has the project ‘come about’?
* What currently happens and what are the opportunities to improve?
* Experimentation/investigation work to date and assumptions defined from key stakeholder perspectives (not only you as research provider/partner) for “what jobs are to be done” to address the key research question(s)
* Value proposition and benefit to the red meat industry - describe the value proposition and benefit of this project to the red meat industry. This description should clearly convey the importance, relevance and feasibility of the proposed work to red meat producers and brand owners. Assumptions should describe the “known unknowns” in terms of product/service – market fit (desirability), technical/key activities (feasibility), and commercial resources (viability). Indicate how these were or will be calculated against a baseline current situation for “size of the prize” pitch.
* Demonstrate decisions informed through data and insights through more accurate data - Developing technologies that allow data capture, sharing and analysis across the value chain supports industry in building a data culture. It provides the foundation for alternative pricing options, which would enable producers to have greater access to data and feedback on the performance of their animals to inform production decisions.
* Targeted investment to address the industry’s big, complex challenges – Provide specific trait measurement feedback data to producer’s whilst helping them to improve market specification compliance and confidently supply product that aligns with consumer attributes.

**Project description and objectives**

The objective(s) should focus on outputs or outcomes related to a central research question or hypothesis and should not be confused with completion of work phases or milestones. Each objective should be specific, measurable, achievable, realistic, and time bound (SMART). You should consider the following:

* Project Outputs (products) - what this project will deliver or will contribute to, such as commercial products, traceability programs or web-based extension tools and calculators to name a few.
* Adoption related outcomes – relates to implications of project learnings/product uptake and impact to industry

**Task and methodology and any Background IP**

List Intellectual Property (IP) anticipated to arise from the project and expected ownership of this project IP as a percentage. List any relevant Background IP and its ownership that will be required for the project. Where applicable, an IP register should be reviewed by MLA and the partner at prescribed go no go decision points.

If the objective for the project is for outputs to be licensed (R&D, extension, teaching purposes), sold or otherwise commercially exploited, please provide details on any initial commercial discussions (if any), the sector/type of commercial partner required and any current obligations over the IP by any commercial interests. MLA has existing Terms sheets and intent to commercialise documents that can be shared during project application development.

**Overall Budget – Fees, expenses**

The project budget is recorded as GST exclusive in AUD unless stated otherwise. MLA will pay GST, in addition to the budget, on presentation of a tax invoice from the contracted party. The budget planning spreadsheets used to calculate costs must be presented. MLA does not have a preferred template for budget planning but welcomes use of GANNT charts outlining resource allocations against key milestone activities. Within your budget planning spreadsheet:

* Provide an explanation of each line item, how this was calculated and how this expenditure relates to achieving the project outcomes.
* Note the value of and describe how non-MLA contributions (cash and in-kind) support the proposed project.
* Include a breakdown of any institutional overhead charges and their contribution to the project.

**Milestone Table with key descriptions of activities, timelines and cash flow**

Project deliverables and budget are split into a series of milestones within the contract schedule. Each milestone should define:

* The work that will be completed, in terms of measurable achievement criteria relating to the successful delivery of the milestone (e.g. installation of equipment, completion of a 30-day trial, desktop study completed, training course satisfactorily completed).
* Identify go/no go decisions at project review points throughout the project. These decision points are designed to allow the parties to review a milestone outcome and agree on whether to progress the project to the next stage (e.g. at the completion of initial feasibility studies) as per the prescribed resources and scope.
* Start and finish dates for that milestone. This defines the work to be completed during that time and expected costs.
* Service provider who will undertake these activities. If multiple service providers are involved, each should have an appropriate set of milestones.
* Breakdown of costs for that milestone between salaries, wages, subcontractor fees and expenses or capital items.
* All milestone reports must be submitted to MLA two - four weeks prior to the listed contracted milestone date to ensure adequate time for MLA to review and approve the milestone, where relevant the partner address any amendments and close out invoicing.
* Payments are linked to the successful completion of milestones and upon receipt of a tax invoice for payment.
* An MLA milestone template should be used, contact your MLA project manager for a copy.
* The amount of the final milestone payment on acceptance of a final report should be adequately weighted at 20% or more of the total budget.
* If required, the MLA objective measurement team can assist potential tenderers put together a project methodology for the trialing of the Microwave device.

**Further information**

If further information is required on the Microwave device, please contact Graham Gardner, [G.Gardner@murdoch.edu.au](mailto:G.Gardner@murdoch.edu.au), 0408 160 452. For successful tenders, the subsequent project would require collaboration with Murdoch University as the technology (Microwave device) provider.

SECTION 4 – MLA TERMS

A copy of MLA’s umbrella research agreement is available on MLA’s website at <https://www.mla.com.au/about-mla/mla-agreements/><http://www.mla.com.au/mla-agreements>

SECTION 5 - DECLARATION

* + 1. For corporate tenderers

I, [insert name] of [insert address] do solemnly and sincerely declare that:

I hold the position of [position] and am duly authorised by [insert tenderer organisation] (**Tenderer**) to make this declaration on its behalf.

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:

[list documents comprising tender]

Neither the Tenderer nor any of its employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did the Tenderer disclose to any other tenderer the Tenderer’s tendered price prior to closing of tenders.

Neither the Tenderer nor any of its employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, it would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

The Tenderer is not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900* (NSW).

DECLARED at [insert city]

This [insert date] day of [insert month] 2023 ...............................................

Before me,

...............................................

Justice of the Peace/Solicitor

* + 1. For individual tenderers

I, [insert name] of [insert address] do solemnly and sincerely declare that:

I make this declaration to the best of my knowledge, information and belief as to the accuracy of the material contained in it and after due inquiry in relation to such material.

This tender comprises:

[list documents comprising tender]

Neither me nor any of my employees or agents had any knowledge of the price submitted by any other tenderer prior to providing its tender, nor did I disclose to any other tenderer my tendered price prior to closing of tenders.

Neither me nor any of my employees or agents has entered into an agreement, arrangement or understanding which would have the result that, on being the successful tenderer, I would pay to any unsuccessful tenderer any moneys in respect of or in relation to the tender or any agreement resulting from it.

I am not aware of any fact, matter or thing which would materially affect the decision of MLA in accepting the tender, except as disclosed in the tender.

The contents of the tender are true and correct.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900* (NSW).

DECLARED at [insert city]

This [insert date] day of [insert month] 2023 ...............................................

Before me,

...............................................

Justice of the Peace/Solicitor

SECTION 6 – CORPORATE GOVERNANCE DISCLOSURES ANNEXURE

* + 1. Conflicts of interest

| **Name of individual with conflict** | **Date interest declared** | **Expected time frame of the conflict** | **Nature and extent of the actual, potential or perceived conflict** | **Plan to manage and mitigate the conflict of interest of the party** | **MLA approval** |
| --- | --- | --- | --- | --- | --- |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |

* + 1. Gifts or hospitality

| **Gift or hospitality** | **Estimated value** |
| --- | --- |
| [insert details of gift or hospitality provided to MLA] | [provide an estimate of the value of the gift or hospitality] |
|  |  |
|  |  |
|  |  |

* + 1. Anti-bribery and corruption

| **Incident** | **Action taken** | **Date** |
| --- | --- | --- |
| [insert details of bribery or corruption] | [insert details taken by the tenderer or any regulator to address the bribery or corruption] | [insert the date, or date range, of the bribery or corruption] |
|  |  |  |
|  |  |  |
|  |  |  |

SECTION 7 – MLA MODERN SLAVERY QUESTIONAIRE

**Background**:

MLA has a zero-tolerance approach towards any trafficking, slavery, wage exploitation, involuntary servitude, forced labour and child labour and is required to comply with the Australian Modern Slavery Act 2018 (Cth). Whilst MLA is confident that its business partners adhere to such principles and strive to eliminate any modern slavery practices from its operations and supply chains, it has implemented a due diligence process, including this questionnaire, which will assist in identifying any modern slavery risks in its supply chain and address such risks appropriately. Refer to MLA’s [Code of Business Conduct and Ethics](https://www.mla.com.au/globalassets/mla-corporate/about-mla/documents/who-we-are--corporate-goverance/code-of-business-conduct-and-ethics-082020.pdf).

**Contact Details**

|  |  |
| --- | --- |
| **Entity Name** |  |
| **Postal address** |  |
| **Country of Operations** |  |
| **Contact Name** |  |
| **Phone** |  |
| **Mobile** |  |
| **E-mail** |  |

**Note:**

* *If you respond ‘No’ to any of the questions, please provide information on how your organisation addresses these requirements.*
* *Please send copies of policies, procedures, or other relevant documents to* [*RiskandCompliance@mla.com.au*](mailto:RiskandCompliance@mla.com.au) *to support your questionnaire, where applicable.*

**Questions**:

|  |  |  |  |
| --- | --- | --- | --- |
| . | Is your company required to report under the Modern Slavery Act (Cth) 2018?   |  | | --- | | **If yes, please provide a link to or copy of the latest Modern Slavery Statement:** | | Yes  No |
| 2. | Does your company (including its subsidiaries, where applicable) implement a process that aims to identify any potential risks of modern slavery practices in its operations and supply chain?   |  | | --- | | **Please provide additional comments:** | | Yes  No |
| 3. | Does your company have a code of conduct or similar compliance and ethics related policy in place?  If yes, please attach a link to or copy of the policy, where applicable.   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |
| 4. | Does your company have a policy or process that prohibits forced labour and human trafficking in your business?  If yes, please attach a link to or copy of the policy, where applicable.   |  | | --- | | **If no, please provide additional comments:** | | £ Yes £ No |
| 5. | Does your company have a process to ensure that recruitment agencies, acting on your behalf, operate in compliance with applicable laws and act ethically by not charging workers fees or expenses to get their job?   * Please tick NA if your company does not engage recruitment agencies.  |  | | --- | | **If no, please provide additional comments:** | | Yes  No  NA |
| 6. | Does your company have a policy statement concerning your commitment to workplace health and safety standards and compliance with all relevant workplace health and safety laws?  Please attach a link to or copy of the policy, where applicable.   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |
| 7. | Do you provide all your workers with information on employment conditions and workplace entitlements?   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |
| 8. | Do you have a policy that respects your workers’ rights, in accordance with relevant national and state laws, to freedom of association and collective bargaining?  Please attach a link to or copy of the policy, where applicable.   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |
| 9. | Does your company have a policy or process providing a grievance and disciplinary mechanism for workers?  Please attach a link to or copy of the policy, where applicable.   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |