

Call for tenders

MLA invites interested parties to submit tenders by **1700 on 7 March 2025** (“**Closing Date**”), to develop a minimum 80% effective (protective immunity in challenge studies) single or double shot vaccine construct to protect cattle against Infectious Bovine Keratoconjunctivitis in Australia.

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.

TABLE OF CONTENTS

SECTION 1		3
1. INTRODUCTION AND INSTRUCTIONS		3
1.1	MLA	3
1.2	Invitation	3
1.3	Tenders	3
1.4	Ownership of tenders	3
1.5	Disclosure	4
1.6	Questions	4
1.7	Extension of Closing Date	4
1.8	Confidentiality	4
1.9	Discussion and public statements	5
1.10	Conflict of interest	5
1.11	Budget information	5
1.12	Project Access Fee	5
1.13	Tender validity period	6
1.14	Applicable law	6
1.15	Privacy	6
1.16	MLA's rights	6
1.17	Tender evaluation	7
1.18	Costs	8
1.19	Binding agreement	8
1.20	Selection process	8

SECTION 1

1. INTRODUCTION AND INSTRUCTIONS

1.1 MLA

- (a) 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 several research and development and marketing services to related industry sectors including meat processors and live animal exporters.
- (b) 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](#) (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/>.

1.2 Invitation

MLA invites interested parties to submit tenders by **1700 on 7 March 2025 (“Closing Date”)**, to develop a minimum 80% effective (protective immunity in challenge studies) single or double shot vaccine construct to protect cattle against Infectious Bovine Keratoconjunctivitis in Australia.

1.3 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

Dr Michael Laurence: mlaurence@mla.com.au.

1.4 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 derivative works from the Tenderer IP for the purposes of evaluating the tender.

1.5 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.

1.6 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).

1.7 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.

1.8 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).

1.9 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.

1.10 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:

- (a) enter into discussions to seek to resolve such conflict of interest and require the tenderer to take such steps as MLA may reasonably require resolving or otherwise deal with the conflict;
- (b) exclude the tenderer from further participation in this request for tender and disregard the tender provided by such a tenderer; or
- (c) take any other action it considers appropriate.

1.11 Budget information

Budget information specified in tenders must:

- (a) be expressed in Australian dollars;
- (b) be inclusive of all charges, and expenses;
- (c) identify separately the duties and taxes, including goods and services tax (GST) component of the price; and
- (d) apply for the duration of the provision of the goods and services contemplated by this request for tender.

1.12 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](#) (or any replacement document). The MDC project access fee is required to support the management, administration and delivery of the project.

1.13 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.

1.14 Applicable law

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

1.15 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:

- (a) 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.

1.16 MLA's rights

MLA reserves the right to:

- (a) reject any tender;
- (b) close the right to submit tenders at any time before the Closing Date, without giving any reason or communicating such closure to any person;
- (c) accept late tenders;
- (d) accept any tenders which do not otherwise comply with the terms of this request for tender;
- (e) accept part tenders;
- (f) withdraw this request for tender or issue a new request for tender;
- (g) vary the terms of this request for tender;
- (h) negotiate directly with any person before or after the Closing Date;

- (i) discuss with each tenderer details of its tender;
- (j) proceed with the project based on a different scope and performance requirements that differ to those set out in this request for tender; and
- (k) 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.

1.17 **Tender evaluation**

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

- (a) the quality of the goods or services;
- (b) fitness for purpose of the proposal
- (c) whether the tenderer has the qualifications, experience and resources needed;
- (d) 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);
- (e) technical, commercial, financial, legal and other risks particular to a tender;
- (f) the use of proposed subcontractors;
- (g) preparedness to agree to MLA's standard agreement or previously agreed umbrella terms; and
- (h) 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:

- (a) have regard to knowledge and previous experience and dealings with a tenderer;
- (b) have regard to information about past and current performance of a tenderer, including under any contract, arrangement or dealing with the tenderer; and
- (c) 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.

1.18 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.

1.19 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.

1.20 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.

SPECIFICATION

An effective vaccine to protect cattle against Infectious Bovine Keratoconjunctivitis (IBK)

Summary:

Meat & Livestock Australia (MLA) is seeking applications from organizations (or partnerships of organizations) to develop a minimum 80% effective (protective immunity in challenge studies) single or double-shot vaccine construct that protects cattle against IBK. This opportunity is to secure either levy funding (to provide full project funding) for the program of work, or a collaborative funding opportunity whereby MLA, via the MLA donor company, can contribute up to 40% of the total project cost (not including project administration fees). Partnered investments via the MDC will be considered favourably.

Background:

Infectious Bovine Keratoconjunctivitis is a serious disease that affects the eyes of cattle and costs Australian cattle producers approximately \$10M per annum (Shephard et al 2022; Kneip et al, 2021). The disease is also associated with significant impacts on the welfare of affected animals given the pain it causes, and the difficulty associated with treatment.

A vaccine to protect animals against the disease is available in Australia but evidence suggests that the efficacy of the registered vaccine is low (Kneip et al 2022).

It is well recognized that IBK has a multifactorial aetiology. While control measures for the various causative factors are described, it is the availability of an effective vaccine that will likely make the most immediate difference to the incidence and severity of IBK in most herds.

Meat & Livestock Australia seeks to fund (via levies) or collaborate with organizations (via the MDC) to develop an effective vaccine and submit a data dossier for registration of the product to the APVMA during this project. Proposals that make use of co-funding opportunities via the MDC will be considered favourably.

Project objectives:

Phase 1. Antigen selection – Undertake R&D, via either desktop review or field sampling, to select the most appropriate candidate antigens for a vaccine

Phase 2. Vaccine construct development – use any viable technology to develop a single or double-shot vaccine construct to that will provide at least 80% protection in target animals challenged with Australian strains of IBK. Use of novel technology such as but not limited to mRNA-based vaccine development technology to deliver the most likely chance of success in the shortest time.

Phase 3. Submission of registration dossier to the APVMA – should a vaccine construct be successfully developed this phase will need to follow the process required by the APVMA to the point where a data dossier can be submitted to that organization for potential registration of a product.

Brief project design and methods:

Applicants need to develop a robust methodology to achieve product development objectives, and this should be outlined in the application. Please include a description of the development cycle required for the proposed product/materials in the application. Quality of brief project design and methods to achieve project objectives including adequate partners, resourcing and expertise to facilitate proposed R&D are selection criteria.

If experimental phases involve animals, Animal Ethics approval must be obtained, and maintained for the duration of the project. Methodologies should be appropriately powered from a statistics perspective to detect treatment differences for the experimental units being utilized, and power calculations should be included in the application.

Reporting Requirements:

The successful applicant will provide milestone reports and a final report containing the results. Milestone and final reports will be prepared in line with MLA report guidelines and delivered in Microsoft Word format.

In addition to MLA standard reports, the following will also be provided to MLA at the time of delivery of the Final report:

1. a copy of all project data, including meta-data

Timing:

Delivery timeline is a selection criterion at both stages of application assessment and speed to delivery outcomes for commercial industry will be viewed positively.

Intellectual Property

MLA will own all Reports (milestone and final) along with any new Project IP generated 100%.

Project IP ownership will be negotiated during Stage 2 Statement of Work development.

Capital Requirements, Budget & Justification:

There is no budget set for the project. Value for money and structure of the proposed project amongst partners is a selection criterion. MLA encourages applicants to justify their budget as thoroughly as possible, and an excel spreadsheet should be attached to the application. Applicants should be detailed e.g. number of trips, mileage, meals, units used, rates, etc. in their justification.

Collaborator declarations (from approved delegation levels) that all partners agree to methodology and budget justification, and payments are to be included in the application (See Section 3.0 – Appendix 1).

If capital is required for research, its expected value must be specified, along with reasonable straight-line depreciation for the asset over its expected life, for MLA review. Assets must be bought back at the agreed depreciation price in the project statement of work by the research organization at the project's conclusion. If the assets do not provide value or the research organization does not wish to purchase, the assets will be removed and sold under MLA instruction.

MLA can fund handling fees that are non-routine practice. If the research methodology involves non-routine handling fees, please nominate them in the budget justification (\$/hd/d).

Confidentiality:

By submitting an expression of interest, the applicant will disclose information in the preliminary application form to MLA's employees, agents, contractors and advisors, for the purposes of this tender process and any legal or MLA policy requirement. Applicants must identify any information that they consider should be protected as confidential information and provide reasons for this.

Conflict of interest:

Applicants, research teams or subcontractors with any potential conflicts of interest with Meat & Livestock Australia, or the Australian Lot Feeders' Association, should thoroughly outline these in SECTION 6 – CORPORATE GOVERNANCE DISCLOSURES ANNEXURE of the tender application including how they propose to manage them, if applicable.

Process:

For your application to be **eligible for assessment** please complete and submit your application on the linked [Preliminary application form](#).

Please describe your proposed methodology in the *Additional Details Section*

Project proposal submissions:

Request for tender applications must be lodged electronically to:

Dr Michael Laurence: mlaurence@mla.com.au

Stage 1 MLA Preliminary Applications must be received by COB Friday March 7, 2025

Strict adherence to the time deadline for applications will occur. Applications received after the deadline will not be assessed. Incomplete request for tender applications with all of the required documentation will not be assessed.

Further information please email or call:

Dr Michael Laurence – Program Manager for Animal Wellbeing

0429109997

mlaurence@mla.com.au

Meat & Livestock Australia

