

Request for tender

***Strictly confidential***

Tenderer: Hilary Connors

Date completed: 28 October 2024

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.

Version 3 082024

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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) (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. **Invitation**

MLA invites interested parties to submit tenders by COB on Friday 6 December 2024 **("Closing Date"),** to complete the updates to Carbon EDGE as detailed in this tender.

* 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 [tenders@mla.com.au](mailto:tenders@mla.com.au) and [hconnors@mla.com.au](mailto:hconnors@mla.com.au).

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

Section 3 describes MLA's requirements for completing updates to Carbon EDGE **("Specification").** Each tenderer must provide a statement detailing how it would meet MLA's requirements in Section 3.

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

* + 1. apply for the duration of the provision of the goods and services contemplated by this request for tender.
  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;
    2. [insert details of any third parties to whom MLA may disclose personal information to, for the purposes of this tender]

Please refer to our privacy policy ( https://[www.mla.com.au/general/privacy/)](http://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.

## 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.

# 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.

# 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.

# 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 – TENDERER INFORMATION**

***[Tenderer to complete]***

* 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. **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]

## 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**

MLA is seeking Expressions of Interest from service providers with the expertise to review and update MLA’s Carbon EDGE training program, incorporating the latest research and development, global trends, policies, tools and information in the course material.

**Purpose and description**

**EDGEnetwork background**

[MLA’s EDGEnetwork™ (EDGE)](https://www.mla.com.au/extension-training-and-tools/edgenetwork/) provides short term training programs for Australian red meat producers particularly those involved in business decision making, advisors and stakeholders to expand their knowledge and develop skills across a range of key areas, including Business, Grazing Land Management, Breeding, Nutrition and Carbon. Whilst delivered independently, the EDGE packages are designed as a whole-of-business training program.

EDGE is designed to help participants better understand and strengthen the performance of the red meat businesses in which they are involved and set themselves up to make future decisions with confidence. Over the course of each workshop, participants are supported by expert deliverers to work through key concepts, consider how these apply in their business and develop a customised action plan.

Incorporating the latest R&D, EDGE packages aim to drive industry development by giving producers the best available information. This information is delivered in workshops via presentations, case studies, interactive activities, group discussion and reflective learning exercises. Participants also take home a hardcopy manual and supporting digital resources and decision-support tools.

**Carbon EDGE background**

Carbon EDGE was launched as a new course in the EDGEnetwork in late 2023, following the program development phase during 2022-2024. The program development involved input from an industry Working Group, design and development of the content/workshop materials, expert review, deliverer training and six pilot workshops.

The following information describes the Carbon EDGE package.

|  |  |
| --- | --- |
| **Workshop duration** | Two days |
| **Target audience** | **Primary audience:** red meat producers  **Secondary audience:** industry service providers e.g. livestock agents, consultants, extension staff and natural resource management officers.  The package is designed to suit a range of literacy and numeracy skills and include a mix of classroom style and practical activities. |
| **Learning outcomes** | Module 1 – Greenhouse gases 101   * what a GHG is and the correct GHG terminology for the agricultural sector * the carbon, nitrogen, and methane cycles * current policy and regulations context in Australia with respect to GHG emissions * market and industry drivers for carbon neutral products and claims.   Module 2 – Greenhouse gas accounting   * how to define the boundary and scope of emissions included in a farm-level GHG inventory or footprint * how GHG emissions and sequestration are estimated for different red meat production systems * what tools are available and most widely used for estimating and monitoring change over time in GHG emissions and sequestration * the challenges there are to achieving carbon neutrality for different red meat farming scenarios.   Module 3 – Carbon credits and carbon neutrality   * manage an on-farm carbon account * describe what a carbon credit represents and its value * appreciate the process involved in generating carbon credits * assess the key opportunities and risks for your business * know where to go for more information   Module 4 – On-farm emissions   * improved your understanding of the productivity and profitability benefits of the available practices and technology to reduce on-farm GHG emissions * evaluated the key areas of opportunity:   + genetics and husbandry practices   + grazing land management and forage types (including legumes)   + feed additives and feed management   + energy efficiency and renewable energy technology * used this knowledge to determine the practices and technologies that are relevant and applicable to your business.   Module 5 – On-farm sequestration   * the potential co-benefits of improving vegetation and soil organic matter (SOM) including productivity or cost reduction * the sequestration opportunities with the most potential, least cost and lowest risk for your livestock enterprises. |
| **Workshop modules** | Module 1 – Greenhouse gases 101   * What is a greenhouse gas * Where do greenhouse gases come from in a livestock production system * Australian national and agricultural emissions profiles * ACCU scheme and other policy drivers   Module 2 – Greenhouse gas accounting   * What is greenhouse gas accounting? * Quantifying emissions * Interpreting your results   Module 3 – Carbon credits and carbon neutrality   * Managing your greenhouse gas account * Carbon farming projects   Module 4 – On-farm emissions   * Genetics and husbandry practices * Grazing land management, forage types and diet * Feed additives * Fertiliser application * Efficiency of fuel and energy usage * Renewable energy   Module 5 – On-farm sequestration   * Trees * Healthy soils |
| **Workshop materials** | * Deliverer manual * Participant manual * Participant workbook * Runsheet * PowerPoint deck * Case study database * Evaluation sheet and KASA * Activities |
| **Last update (year)** | 2023 |

**Carbon EDGE updates**

Carbon EDGE requires frequent review and update to ensure the latest research and development, global trends, policies, tools and information are included in the course material.

This project is structure in two parts:

Part 1:

* Conduct a review of the current Carbon EDGE technical manual, producer manual and slide deck, and overall workshop.
* Collate new research and information related to greenhouse gases in agriculture and the red meat sector.
* Present recommendations on what should be included and/or updated in the Carbon EDGE material
* Make updates to the materials as per the agreed changes, ensuring the content is fit for purpose.

Part 2:

MLA is also seeking applications for the addition of an add on option module to cover Biodiversity.

Applicants may apply to complete Part 1 or Part 2, or apply to complete both components of work.

**Proposed activities**

**PART 1**

* Undertake a thorough review of the current Carbon EDGE technical manual, producer manual, PowerPoint slide deck, producer workbook and additional resources.
* Conduct interviews with key MLA staff to identify priority information to be considered in the review process.
* Conduct interviews with existing Carbon EDGE deliverers to identify priority information to be considered in the review process. Seek feedback on the design of the workshop to determine any further areas of improvement.
* Engage with additional technical experts to identify emerging research outcomes and other technologies, resources and/or areas of interest for inclusion in the workshop materials.
* Undertake a scan of recent research and development to identify what emerging information should be considered for inclusion in the Carbon EDGE resources. This will include but is not limited to:
  + Sustainable Pathways to CN30
  + Soil Carbon under time controlled grazing
  + Data Platform for increasing soil carbon
  + Integrated Management Systems for CN30
  + Exploring methane inhibitors supplemented through water
  + Evaluation of Bovaer in Australian long fed Wagyu cattle
  + Optimising Australian feedlot cattle performance and reducing emissions with a low dose of 3-NOP
  + Assessment of methane reduction efficacy of 3-NOP delivered to cattle through water
  + Scan of projects in the Methane Emissions Reduction in Livestock Program (MERIL)
  + Scan of projects in the Climate Smart
* Summarise all recommendations for changes and present to MLA.
* Once agreed upon by MLA Project Manager for Sustainability Adoption and MLA Project Manager for Sustainability, undertake the updates ensuring the content is suitable for different audiences. Ensure content and/or activities are integrated into the existing workshop, including practical activities are where appropriate.
* Once the updates have been finalised, provide online training on the updates to existing Carbon EDGE deliverers.
* Consider feedback from deliverers and attendees from two workshops following the revision.
* Prepare a short report summarising the changes that were made and any recommendations for future updates.

**PART 2**

* Undertake a thorough review of the current Carbon EDGE technical manual, producer manual, PowerPoint slide deck, producer workbook and additional resources.
* Conduct interviews with key MLA staff to identify priority information to be included in the Biodiversity module.
* Conduct interviews with existing Carbon EDGE deliverers to identify priority information to be included in the Biodiversity module.
* Engage with additional technical experts to identify emerging research outcomes, market/environmental trends, tools and other technologies, resources and/or areas of interest for inclusion in the workshop materials.
* Undertake a scan of recent research, development and extension, and market/environmental trends to identify what emerging information should be considered for inclusion in the Biodiversity module. This will include but is not limited to:
  + Establishing a clear definition of biodiversity for red meat producers
  + Managing, monitoring and understanding biodiversity on-farm
  + Biodiversity indicators
  + Biodiversity credentials
  + Biodiversity markets
  + Nature Repair market
  + LOOC-B / PLANR / Nature IQ
  + Satellite tools
  + Eco-acoustics
  + Silvopastoral/agro-forestry systems
* The Biodiversity module should also consider relevant industry practices and tools (such as in the Grazing Land Management EDGE package and the MLA Biodiversity Condition Toolkit) that align to on-farm management of biodiversity.
* Submit a recommended module outline to MLA including the module learning objectives.
* Once agreed upon by MLA Project Manager for Sustainability Adoption and MLA Project Manager for Sustainability, complete the writing of the module. Ensure the content is written in the same style and language as the remainder of the workshop materials. Content should be written to be nationally relevant, with recognition of regional variation. Content should signpost to relevant information for different states and territories, and/or NRM regions so deliverers are able to adapt their delivery.
* Design activities as part of the module. Include guidance documents for the deliverers to run activities, as well as any tools required for the activities (e.g. templates, images, reference documents, datasets).
* Submit first draft to MLA for review.
* Submit final version of Module with any feedback incorporated into the module.
* Once the module has been finalised, provide online training to existing Carbon EDGE deliverers.
* Consider feedback from deliverers and attendees after two workshops have been held where the Biodiversity module was included as part of delivery.
* Prepare a short report summarising the process undertaken to write the Module and any recommendations for future updates.

**Specifications**

MLA is looking to engage the successful party/ies to undertake this work between February and May 2025. This must be considered in your proposed timeline of activities.

**Deliverables**

**Part 1**

* Updated Carbon EDGE technical manual (first draft submitted with track changes where possible), proof read and designed
* Updated Carbon EDGE producer manual, proof read and designed
* List of recommendations to be made to PowerPoint slides and/or Updated set of PowerPoint slides.
* Provide or describe relevant images/diagrams to demonstrate new concepts
* Updated case study database
* Full list of references.
* Deliverer information session/Train the Trainer.
* Final report, on MLA template.

Part 2

* Final Module 6 – Biodiversity, included in the Deliverers technical manual (including proof reading and design)
* Final Module 6 – Biodiversity, included in the Producer (including proof reading and design)
* Full list of references
* Set of PowerPoint slides to support delivery of Module 6.
* Updated evaluation and KASA forms to reflect Biodiversity questions.
* Runsheet for Biodiversity module.
* Outline of activities to be delivered as part of the module.
* Deliverer information session/Train the Trainer.
* Debrief session and/or review with deliverers.
* Attendance at the workshops where the Biodiversity module is delivered.
* Final report, on MLA template.

**Requirements for the tender**

An expression of interest and proposal should be submitted to MLA. The application should be submitted as a Word document.

The expression of interest should outline the team’s relevant qualifications and/or experience related to the project, and provide at least two examples of previous work of relevance.

The proposal must include:

* The methodology to develop the package, including the process of identifying relevant stakeholders, information and tools/resources.
* A detailed and fully-costed budget that covers all resources required to undertake the work, including details of basis for charging fees, number of days and expenses.
* Proposed project timeline.
* An outline of any subcontracting likely to be undertaken to deliver the project and its deliverables.

**Selection Criteria**

Selection of the successful tender will be based on the assessment against the following criteria:

* Experience of individual/team in the development of education and training materials
* Relevant knowledge of the individual/team in the content of Carbon EDGE and of recent research in the subject matter required to complete the updates
* Knowledge of the Australian red meat industry, its production systems and the challenges to adoption of best practice
* Ability to deliver on all components of the project scope
* Project management skills and willingness to engage/work with others
* Value for cost quoted to deliver project, ensuring costs are itemised for the different components of the tender
* Achievable and timely targets for delivery of the outlined project and all deliverables
* Preparedness to agree to MLA Standard Agreement terms.

## SECTION 4 - MLA TERMS

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

**SECTION 5 - DECLARATION**

## 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 Tenderer confirms that they are prepared to agree to MLA’s standard agreement or proceed with the Tender under previously agreed umbrella terms.

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] 2024 Before me,

Justice of the Peace/Solicitor

## 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.

I confirm that I am prepared to agree to MLA’s standard agreement or proceed with the Tender under previously agreed umbrella terms.

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] 2024 Before me,

Justice of the Peace/Solicitor

## SECTION 6- CORPORATE GOVERNANCE DISCLOSURES ANNEXURE

## *[Tenderer to complete. Where the below is not applicable, please insert N/A in the below tables]*

## 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** |
| **[insert name of individual on the tenderer’s side with a conflict]** | **[insert date the conflict of interest was declared. As per Section 1.10 of this request for tender, the tenderer must immediately notify MLA in writing of any conflict of interest.]** | **[insert time frame of the conflict e.g. ongoing, until a given date, or for a stated number of months/years]** | **[insert description of the conflict of interest, details of any MLA individuals involved and their relationship with the named individual on the tenderer’s side]** | **[insert plan to manage the conflict of interest as agreed between MLA and the tenderer]** | **[insert date of approval of conflict of interest and management plan by MLA and relevant approver from MLA]** |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

## Gifts or hospitality

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

## 

## Anti-bribery and corruption

|  |  |  |
| --- | --- | --- |
|  |  |  |
| [Please include details to any association to current or prior claims/events relating to 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) |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

## SECTION 7 - MLA MODERN SLAVERY QUESTIONAIRE

***[Tenderer to complete.]***

**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.

## Contact Details

|  |  |
| --- | --- |
| **Entity Name** | Click or tap here to enter text. |
| **Postal address** | Click or tap here to enter text. |
| **Country of Operations** | Click or tap here to enter text. |
| **Contact Name** | Click or tap here to enter text. |
| **Phone** | Click or tap here to enter text. |
| **Mobile** | Click or tap here to enter text. |
| **E-mail** | Click or tap here to enter text. |

**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 such as internal Modern Slavery Policy or Modern Slavery Checklist to* [*RiskandCompliance@mla.com.au*](mailto:RiskandCompliance@mla.com.au) *to support your questionnaire, where applicable.*

## Questions:

|  |  |  |
| --- | --- | --- |
| **1.** | 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:** Click or tap here to enter text. | 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:** Click or tap here to enter text. | 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:** Click or tap here to enter text. | 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:** Click or tap here to enter text. | Yes  No |
| **5.** | **D**oes 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: **Click or tap here to enter text.** | Yes  No |
| **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. **Click or tap here to enter text.** If no, please provide additional comments: Click or tap here to enter text. | Yes  No |
| **7.** | Do you provide all your workers with information on employment conditions and workplace entitlements?  If no, please provide additional comments: **Click or tap here to enter text.** | 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. **Click or tap here to enter text.**  If no, please provide additional comments: **Click or tap here to enter text.** | 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. **Click or tap here to enter text.** If no, please provide additional comments: Click or tap here to enter text. | Yes  No |