

Request for tender

***Strictly confidential***

**Review of Australian feedlot cattle water usage**

Tenderer: Click or tap here to enter text.

Date completed:

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 5.00pm AEDT on Friday 31 January 2025 **("Closing Date"),** to the Feedlot program call.

**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 [feedlot@mla.com.au](mailto:feedlot@mla.com.au).

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

Section 3 describes MLA's requirements for Review of Australian feedlot cattle water usage **("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**

**Review of Australian feedlot cattle water usage**

**Purpose and description:**

Meat & Livestock Australia (MLA) is seeking expressions of interest from organizations with the capability to deliver comprehensive R&D on water use measurement and modelling for Australian cattle feedlots.

Water is an essential input for feedlot operations. It is used for purposes including livestock consumption (78-91% of total use), feed processing (1-6% of total), dust suppression, cleaning, washing (0-12% of total), effluent management and a variety of other purposes (0-7% of total). Water use is affected by a range of factors, including feedlot scale, set-up/infrastructure and location; livestock breeds, intake and diet composition; water quality; climate; and feed processing.

The water requirements for Australian feedlot cattle and feedlot operations are outlined in the Australian Animal Standards and Guidelines for Cattle (DAFF, 2013), the National Guidelines for Beef Cattle Feedlots in Australia 3rd edition (MLA, 2012), the National Beef Cattle Feedlot Environmental Code of Practice 2nd edition (MLA, 2012b) and the ANZECC & ARMCANZ (2000) water quality guidelines.

These guidelines are used by feedlot operators to support water budgeting to ensure appropriate animal welfare, social and environmental outcomes. They are also used to inform the planning and assessment of feedlot developments. The total annual water requirement for feedlots has been based on the QDPI Reference Manual for Beef Cattle Feedlots (2000) value of 24 ML/1000 head on feed. However, this figure has not been reviewed for over a decade, during which time there have been improvements to water efficiency and management in feedlot operations. The figure is also higher than water usage reported in recent studies undertaken by Meat & Livestock Australia, including B.FLT.5003 (20ML/1000 head); F.LOT.0350 (13-20.5 ML/1000 head). A more comprehensive study is required to validate these figures.

The purpose of this project is to complete a literature review and industry water usage survey to understand the appropriateness of the current figure for water requirements in Australian feedlots (24ML/1000 head). The project will review feedlot water requirements for different regions, breeds, market specifications and operations, amongst other variables. Based on these variables, it will consider the current figure, as well as the suitability of a matrix of figures (rather than a single figure) to be used for Australian feedlot water requirements now and into the future.

**Objectives:**

1. Undertake a literature review of existing Australian and international research to determine feedlot cattle production water usage requirements. This includes;
   * usage relating to cattle drinking requirements and feed processing,
   * usage relating to dust suppression and cattle washing,
   * effects of infrastructure (e.g. in particular the impact of shade, water storage systems) and feed ration on water use/losses.
   * assemble and evaluate existing equations for water intake for different livestock breeds, classes etc.
2. Survey a cross-section of Australian feedlots with water meters installed to ascertain:
   * key sources of water use within feedlot operations
   * indicative water usage figures for different feedlot operations and regions
   * variability in water use observed between years
   * areas for further investigation.
3. Determine whether the current water usage guide of 24 ML/1000 head on feed guidance is suitable or whether a refined guidance, on the basis of R&D, is required.

**Specifications:**

The service provider will review published literature, from Australia and international sources, on methods for determining the water requirements for cattle feedlots. The review will also examine any findings on water requirements for feedlot cattle in Australia, or similar environments. This should consider water use including for livestock consumption and feedlot operations:

* usage relating to i) cattle drinking requirements, ii) feed processing, iii) dust suppression, and iv) cattle washing. .
* effects of infrastructure (e.g. dust, shade, water storage) and feed ration on water use/losses.

The literature review should identify and examine any published equations for water intake of feedlot cattle based on different market categories, breeds, regions and dry matter intake.

In parallel to the literature review, the service provider will survey a cross-section of Australian feedlots that are currently metering their water use. The survey will include 5-10 feedlots that vary in: a) scale; b) geographic location; c) agro-ecological zone; d) infrastructure (shade, roads, water storage, water delivery) and e) cattle on feed (breed, market specifications). The service provider will visit each of the feedlots to conduct site observations and a survey to ascertain:

* key sources of water use within feedlot operations
* indicative water usage in each of the feedlots
* variability in water use observed between years.

Results should be reported alongside the literature review and used to inform any recommendations for further R&D.

The deliverables will include:

* A report summarising:
  + literature review
  + results from the feedlot survey
  + recommendations regarding the appropriateness and need for revision of the current figure for water requirements, and any research gaps identified.
* A proposed research approach/trial design for further R&D (specifically trials on commercial feedlots). The research approach should address the gaps identified in this project and provide clear guidance for calculating, assessing and modelling for water use in feedlots.

A workshop will be held to share preliminary findings and engage key stakeholders in potential further research.

**Project deliverables:**

The project deliverables will include:

* Literature review (report)
* Trial Protocol (In MLA supplied template)
* Project report (per MLA template)
* Meetings with key stakeholders (presentation deck summarizing findings and recommendations).

**Task and methodology:**

The service provider will be responsible for the following tasks as part of this project:

* Meeting project objectives and completing project deliverables to a standard acceptable to MLA.
* Identification of potential survey sites and liaison with partners.
* Presenting project findings.

**Budget:**

There is no set project budget, and value for money will be determined through the tender process. Quality of budget justification and value for money are both selection criteria. 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 in their justification e.g. number of trips, mileage, meals, units used, rates, etc.

Collaborator declarations (from approved delegation levels) that all partners agree to methodology (including the 6 participating feedlots), budget justification and payments are to be included in the application (See Section 3, Appendix 1).

In addition to Capital, Fees and Expenses for the research program, the applicant should also budget for the following, and applicants should outline which elements will be provided ‘in-kind’ versus charged for in the budget.

1. Completion of MLA Feedlot Study Protocol to be signed by MLA, Research Organization and Collaborating Feedlot/Abattoir (Please email MLA for Copy of Protocol).
2. Face to Face initiation meeting at service provider site – 1 day
3. Face to Face completion meeting at service provider site – 1 day
4. Monthly Microsoft Teams catch-ups (2 hours)
5. Preparation time for up to 2 x internal feedlot industry meetings
6. Presentation time for up to 2 x internal feedlot industry meetings
7. Travel expenses for feedlot visits
8. Journal article publication costs

**Timelines:**

Submissions for the tender are due: 5.00pm AEDT on Friday 31st January 2025

Review of the submissions will take place in February 2025. All tenderers will be notified of the outcome of the tender assessment in writing.

Allow up to five months for project negotiations and contracting.

Stage 1 of the project should be completed within 12 months of contract execution,

Specific project timings will be agreed between MLA and the partner following selection of the successful tender.

**Requirements for the tender:**

For your application to be eligible for assessment please complete and submit:

Section 2 of Request for Tender, including:

* 1.1 Details of tenderer
* 1.3 Proposed subcontractors and suppliers
* 1.4 Insurance forth both tenderer and subcontractors
* 1.5 Corporate Governance
* 1.6 References for both tenderer and subcontractors

Response to Section 3 of Request for Tender, using the relevant MLA application form obtained from MLA website (note applications in non-standard format will not be accepted).

This should also include:

* Completed application form
* Section 3, Appendix 1: Subcontractor/collaborator organisation declaration. This should be completed for each of the 6 participating feedlots for the water use survey. Please contact MLA for leads on feedlots who may be able to participate in the survey.
* Attachment – Summary of research team qualifications (tenderer and subcontractors), including in R&D, extension development and stakeholder engagement; delivery track record; and publications/commercialisation outcomes in last 5 years.
* Attachment – Microsoft Excel file of your budget justification.

Section 4 of the Request for Tender:

* Confirmation, if successful, that the tenderer will enter into an Umbrella Research Agreement with MLA.

Section 5 of Request for Tender:

* Signed Declaration completed by representative with the approved delegation to submit tenders to MLA, witnessed by JP or solicitor.

Section 6 of Request for Tender

* Corporate Governance Disclosures Annexure

Section 7 of Request for Tender

* MLA Modern Slavery Questionnaire.

Applicants submit a Stage 1 application, using the MLA Application form (see below), addressing the tender specification. Proposals will be scored against the selection criterion set out in this tender specification. MLA will acknowledge receipt of each application. Applicants will be advised in writing of the success or failure of their application with feedback relative to the selection criteria.

If an applicant is successful in Stage 1, they will progress through MLA committee reviews. Work commencement is contingent on MLA approval of the proposal and subsequent contract execution. Contract execution will involve executing an Umbrella Research Agreement (if not one already in place with the service provider) and Statement of Work. A copy of MLA’s Umbrella Agreement is available on MLA’s website at [https://www.mla.com.au/about-mla/mla-agreements.](https://www.mla.com.au/about-mla/mla-agreements/)

The total approval and contracting process may take 2 to 5 months dependent on project value.

This project will use grain-fed levy funding. Please use the MLA Preliminary Application Form - Live export, grainfed beef and goat levy funded programs.

Go to <https://www.mla.com.au/research-and-development/funding-opportunities/project-application-guidelines-and-forms/> for the application form .

**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.

**Intellectual Property:**

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

**Section 3, Appendix 1: Subcontractor/collaborator organisation declaration:**

A signed declaration must be provided to MLA for each subcontractor or collaborator organisation nominated in the MLA application.

**Contribution/Payment Table**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Cash Contribution to Lead Organisation (if not providing cash directly to lead organisation put N/A)** | **In-Kind**  **(nominate any in-kind contributions)** | **Cash payments**  **(list any cash-payments required from MLA or lead organisation)** |
| **Details of Work to be conducted by Subcontractor/collaborator** |  |  |  |
| **Total Dollars and justification** |  |  |  |

**Declaration**

* I declare our organisation agrees to the methodology and budget outlined in the MLA tender application and Contribution/Payment

By signing below, I am authorised to sign and submit this declaration on behalf of our organisation, and agree to the above declaration and confirm all the above statements to be true.

|  |  |
| --- | --- |
| Name of MLA Tender Application: | |
| Lead organisation submitting MLA tender: | |
| Industry Partner (organisation name): | |
| Industry Partner ACN or ABN: | |
| Authorised representative (name and signature): | |
| Position/Role: | |
| Address: | |
| Phone: | Email: |

## 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 |