

Request for tender

***Strictly confidential***

Tenderer: Verity Suttor – The Role of the National Vendor Declaration (NVD) in Future Assurance and Traceability Systems

Date completed: 23 January 2025

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

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**SECTION 1**

1. **INTRODUCTION AND INSTRUCTIONS**
	1. **MLA**
		1. Meat & Livestock Australia Limited (ABN 39 081 678 364) and its related body corporate Integrity Systems Company Limited (ABN 34 134 745 038) (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 5pm on 18 February 2025 **("Closing Date"),** to review the current and future roles of NVD to ensure they continue to be fit for the purpose and support our industries in a global trading environment.

* 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 vsuttor@integritysystems.com.au

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

Section 3 describes MLA's requirements for the review of the role of the National Vendor Declaration (NVD) in future assurance and traceability systems **("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. the Department of Agriculture, Fisheries and Forestry, AMIC, AMPC and SAFEMEAT Advisory Group Chair for the purposes of assessing the tender and selecting the provider to undertake the work.

Please refer to our privacy policy ( https://[www.mla.com.au/general/privacy/)](http://www.mla.com.au/general/privacy/%29) 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**

**Title:** The Role of the National Vendor Declaration (NVD) in Future Assurance and Traceability Systems

**The National Agricultural Traceability Grants Program**

The Livestock and Animal Traceability Development, Implementation, and Improvement Grant Round (the grant round) is a part of the Australian Trade System Support – Cultivating Australia’s Traceability – Promoting and Protecting Australian Premium Agriculture measure.

The program will support the ongoing development, implementation and improvement of agricultural supply chain traceability systems and arrangements for Australian agricultural exports, particularly in the livestock, animals and animal products sector. This program will help to enable market access and premium pricing for such exports, assisting in implementation activities under the [National Agricultural Traceability Strategy 2023 to 2033](https://www.agriculture.gov.au/biosecurity-trade/market-access-trade/national-traceability#toc_0) (the strategy).

The grant round has the following objectives:

* Support the adoption and extension of technologies that enable enhancements to national traceability capacity and capability.
* Reduce barriers to adoption of traceability.
* Increase regulatory compliance capability where there are existing or emerging traceability requirements.

This project is funded by the Commonwealth under the Livestock and Animal Traceability Development, Implementation, and Improvement Grant Round.

**Project Background**

The NVD fulfills a critical assurance and traceability role for the Australian meat and livestock industry as it supports and communicates the food safety and treatment status of animals as they move through the supply chain. The NVD has been in existence, in various forms, for over 30 years. During this period NVDs have undergone significant alterations, including the implementation of Livestock Production Assurance (LPA), addition of electronic NVDs (eNVDs), question changes and merging of travel documentation to satisfy some state-based movement legislation.

NVDs are supported by LPA and can only be accessed by LPA accredited producers. LPA accredited producers are required to complete online learning modules and an accreditation assessment. The LPA NVD is a legal document that attests the food safety and treatment status of animals as they move through the supply chain. In particular, the NVD is used to attest that livestock covered by the NVD are compliant with the Australian Maximum Residue Limits (MRLs), Export Slaughter Intervals (ESI’s - international MRLs) and, if the consignment is declared as Hormonal Growth Promotant (HGP)-free, then HGP-freedom. This information is critical for continued export market access and is used by processors, exporters, and regulators. The NVD also enables feedback to producers and regulatory action to be taken, if appropriate, for example, where residue testing detects a violative residue.

**Project purpose**

Given that NVDs, in various forms, have now been in place for over 30 years, and the meat and livestock industry has changed considerably over this period, it is opportune to review the information captured on NVDs to ensure that the role of NVDs continues to be fit for purpose now and into the future. The review is particularly timely given:

1. an ever-increasing emphasis on Australia’s assurance programs;
2. broader claims and interpretation around concepts of product assurance (with assurances being increasingly provided and demanded on the conditions under which livestock were raised and the sustainability of production methods);
3. increasingly sophisticated technology with the potential to ease reporting burden, increase compliance monitoring and address operability across integrity systems (e.g. NLIS and NVDs);
4. Increasing requests for the NVD to provide additional assurances (associated with point b above) beyond food safety and treatment status.

This project aims to undertake a review of the current role of NVDs, make recommendations about the future, and to engage with supply chain participants and regulators throughout.

**Project Objectives**

1. Document the current roles performed by NVDs, including support for these roles by LPA accreditation. Review how key trading partners and competitors provide assurances comparable to the role of the NVD in Australia.
2. Assess whether the current roles fulfilled by NVDs are appropriate and whether these roles are suitably supported by the LPA program.
3. Collate and consider the degree to which incorrect information is provided on NVDs (all formats: paper-based, electronic and app), the degree of risk associated with this incorrect information and the underlying reasons for incorrect information being provided.
	1. Analyse and assess the barriers or constraints that may prevent these documents from being completed properly and leading to incorrect or incomplete information on the NVD.
	2. Make recommendations on how to reduce the level of incorrect information (examples of recommended actions that may be considered include increased penalties, existing penalties being applied more frequently, commercial or industry sanctions, increased compliance checks, education, new or better application of technology, etc).
	3. Undertake two supply chain case studies to profile issues with current NVDs.
4. Investigate and document future and emerging supply chain assurance needs that will apply to the meat industry, currently not fulfilled by the NVD, LPA accreditation and / or other existing assurance mechanisms, including consideration of extension to other livestock products (e.g. wool, fibres generally, dairy).
5. Assess potential future roles of the NVD (considering the findings of point 4) within the Australian red meat industry assurance programs for the beef, sheepmeat and goatmeat supply chains, including linkages to regulatory functions and external assurance systems.
	1. This assessment should include quantification of risks and opportunities associated with potential future roles of the NVD, including verification, compliance, and enforcement mechanisms to maintain trust in the NVD.
	2. Assess whether the NVD is fit for purpose in supporting current, emerging and future assurance needs.
	3. Make recommendations as to how the NVD can be improved / adapted to meet future and emerging supply chain assurance needs.
6. Deliver a final report to SAFEMEAT Advisory Group that addresses items 1-5 and any other recommendations with regards to enhancing current and future roles of NVDs that sit within the scope of work.

**Project Deliverables**

Project key deliverables are:

1. Stocktake of the current form and use of the NVD.
2. Strengths and weaknesses of the current NVD and highlight how electronic NVDs overcome these challenges.
3. Two supply chain case studies to profile issues with current NVDs.
4. A desktop review on how key trading partners and competitors provide assurances comparable to the role of the NVD in Australia.
5. Recommendations around how the NVD can be improved and adapted to meet current and future needs.
6. Provide regular progress reports that summarise the key findings and learnings in the required template for MLA and DAFF. This will include verbal and written.

Note: Two DAFF progress reports are required to be delivered. One on the 19 August 2025 and the second one on the 17 March 2026.

1. Deliver a final report that summarises all the project activities and the recommendations around the improvements and changes to the NVD. The final report will be required to be delivered in the MLA and DAFF templates.
2. Deliver a presentation of the summary findings and recommendations to the project steering committee, the NVD Working Group and SAFEMEAT Advisory Group.

**Project activities and deliverables**

The following key activity deliverables, actions/tasks, measures of success and time periods are required for the project as per the activity work plan for the traceability grant. Additional information is available under appendix 1.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of activity deliverables** | **Actions/tasks** | **Measures of success** | **Time period** |
| Document and assess the current roles performed by NVDs:* Analysis of where and how the NVD has a legal underpinning across the jurisdictions.
* Document the current roles performed by NVDs, including support for these roles by LPA accreditation.
* Assess whether the current roles fulfilled by NVDs are appropriate.
* Assess whether the roles are suitably supported by the LPA program.
 | * Draft stocktake of the current formats and use of the NVD.
* Draft strengths and weaknesses of the current NVD.
* A progress report that includes the documented current roles performed by NVD and assurance programs.
 | * Preliminary stocktake of the current form and use of the NVD received and noted.
* Preliminary strengths and weaknesses of the current NVD received and noted.
* A progress report that has been accepted by project steering committee.
 | 1 Apr 2025 – 31 May 2025 |
| Collate and analyse the degree of incorrect or incomplete information provided on NVDs:* Undertake stakeholder consultation with a round of face-to-face workshops around Australia.
* Collate and consider the degree of incorrect information provided on NVDs, the risk associated with this and the underlying reasons.
* Analyse and assess the barriers or constraints that lead to incorrect or incomplete information on the NVD.
* Recommend actions to reduce the level of incorrect or incomplete information.
* Undertake 2 supply chain case studies to verify issues and the cost of incorrect or incomplete information.
 | * Arrange and deliver five (5) workshops.
* Revise the Stocktake of the current formats and use of the NVD as provided by stakeholders at face-to-face workshops.
* Revise the strengths and weaknesses of the current NVD as provided by stakeholders at face-to-face workshops.
* Two (2) supply chain case studies undertaken.
* A progress report that includes the documented current roles performed by NVD and assurance programs.
 | * A minimum of 5 workshops completed.
* Stocktake of the current form and use of the NVD understood and provided to SAFEMEAT Advisory Group
* Strengths and weaknesses of the current NVD understood and provided to SAFEMEAT Advisory Group
* Two (2) supply chain case studies provided and accepted by project steering committee.
* A progress report that has been accepted by project steering committee.
 | 1 Apr 2025 – 1 Aug 2025  |
| Investigate future and emerging supply chain assurance needs for the red meat industry:* Document future and emerging supply chain assurance needs that apply for the meat industry, currently not fulfilled by the NVD, LPA accreditation and/or other existing assurance mechanisms.
* Consideration of extension to other livestock products (wool, fibre, dairy).
* Undertake a desktop study to review similar systems of key trading partners and competitor’s mechanisms to validate and communicate information through the supply chain, and their needs for our red meat imports. This will build on previous MLA research.
 | * Recommendations around NVD improvements and changes needed to adapt to the current and future needs developed.
* Report of supply chain information systems of key trading partners developed.
* Provide a progress report including the preliminary recommendations around NVD improvements and changes needed to adapt to current and future needs.
 | * Key trading partners supply chain report accepted by project steering committee.
* A progress report that has been accepted by the project steering committee.

  | 1 Aug 2025 – 30 Sept 2025 |
| Identify potential future roles of the NVD within the Australian red meat industry assurance programs: * Assess and document the potential future roles of the NVD within Australian red meat industry assurances programs for beef, sheepmeat and goatmeat supply chains.
* Document the linkages to regulatory functions and external assurances systems.
* Ensure future needs align with, or preferably surpass, trading partner systems.
* Document the risks and opportunities associated with potential future roles of the NVDs.
* Assess whether the NVD is fit for purpose in supporting current, emerging and future assurance needs.
 | * Recommendations around NVD improvements and changes needed to adapt to the current and future needs are provided.
* Develop a draft final report that summarises all the project activities and the recommendations around the improvements and changes to the NVD.
 | * A draft final report is submitted for project steering committee and SAFEMEAT NVD Working Group to review.
 | 1 Oct 2025 - 12 Dec 2025 |
| Validation workshops and final report:* Conduct a second round of face-to-face workshops to validate the recommendations and the final report.
* Deliver a presentation to project steering committee and SAFEMEAT Advisory Group on the key findings and recommendations.
* Consider and incorporate feedback received from project steering group and SAFEMEAT Advisory Group into the recommendations and final report.
* Finalise and submit final report.
 | * Arrange and deliver five (5) validation workshops.
* Deliver a presentation on the key findings and recommendations to project steering group and SAFEMEAT Advisory Group.
* Update and submit revised final report based on feedback received from the validation workshops, project steering committee and SAFEMEAT Advisory Group.
 | * A minimum of 5 workshops completed.
* Recommendations are accepted by project steering committee and SAFEMEAT Advisory Group.
* Revised final report is accepted by the project steering committee and SAFEMEAT Advisory Group.
 | 13 Dec 2025 – 30 Jun 2026 |

**Requirements for the tender**

Please provide a written response outlining the following:

* Understanding of and experience working with the Australian red meat integrity systems, meat export certification and strategic thinking.
* Proposed methodology including the approach to be undertaken and timetable of activities and milestones. This will need to align to the overall project schedule provide above to ensure milestones meet the traceability grant timelines.
* Team capability, skills and experience including:
	+ Proven ability of all team members to complete contracts on time and budget and meet client needs.
	+ Provide details of personnel who will be undertaking the work and their qualifications to complete the project.
	+ Provide evidence of the team’s skills and capability around report writing, facilitating workshops and meetings, and presentations.
	+ Provide details of similar completed projects and clients.
* A project proposal which includes a detailed proposed approach to implementation, objectives, timeframes, measures of success, resourcing requirements and detailed costings. This will need to align to the Activity Work Plan that is outlined in detail under project key activities and deliverables.
* A detailed budget, including the costings of the services for each stage of the project, including the professional fees, travel, and administrative costs.
* Provide the sections 2 – tenderer information, Section 5 – Declaration, Section 6 – Corporate Governance Disclosures, Section 7 – MLA Modern Slavery Questionnaire as outlined in this request for tender.

**Project management**

The consultant will be required to provide regular progress updates to MLA, the project steering committee, the SAFEMEAT Advisory Group Chair and SAFEMEAT NVD Working Group.

A project steering committee will be formed with MLA, AMIC, AMPC and SAFEMEAT Advisory Group Chair to guide the project, assist with the two rounds of face-to-face workshops proposed, keep track of the project progress to ensure it is on track and meeting the objectives and scope; and to work through any barriers or challenges.

**Timelines**

*Proposals received by:* **5pm (AEDT) Tuesday 18 February 2025.**

*Estimated project commencement date:* 1 April 2025

*Project completion date:* 30 June 2026

Proposals should be submitted to vsuttor@integritysystems.com.au and should not exceed 5 A4 pages excluding appendices.

*MLA will acknowledge receipt of each application. Applicants will be advised in writing of the outcome of their tender application.*

**Contact**

For more information contact Verity Suttor at vsuttor@integritysystems.com.au or 0411 680 507.

**Appendix 1 - Additional background**

Without restricting the matters that the vendor may wish to consider in meeting the Project Objectives, the project could address the following:

1. Stocktake of the current form and use of the NVD
* How did the NVD evolve and what were the original objectives?
* Are the original objectives and needs still valid?
* Which states and territories currently require a movement document, what are the specific requirements (i.e. need hard copy, need duplicates etc) of the travel document in these states, and which states recognise the NVD as fulfilling these requirements?
* What are the legal requirements for both state and territory governments and police that are needed on a Waybill/movement record / LPA NVD?
* What are the general legal underpinnings for the NVD?
	+ If the NVD was replaced or altered from current its state, would legislation need to be changed?
* What are the export-based legal requirements that are met by an LPA NVD?
* ASEL (live export)
* Approved Arrangement (meat export)
* Specific importing country requirements
* What are the core on-farm management systems for which NVDs provide declarations of compliance (such as compliance with withholding periods (WHPs)/ ESIs; Extended Residue Program (ERP); Ruminant Feed Ban (RFB), HGP Status)?
* What other claims are NVDs being used to convey (e.g. Animal Raising Claims, such as breed and feeding claims)?
* Are the uses sufficiently supported and/or substantially verified by the LPA program (such as WHP/ESI and Module 2) or external programs/systems to it (such as breed claims)?
* Could the Ag and Veterinary chemical use claims and other claims be verified in an alternative way or from alternative data sources?
1. What are the strengths and weaknesses of the current NVD?
* What are the strengths of the current NVD?
* What are the weaknesses and risks associated with the current NVD?
1. How can the NVD be improved and adapted to meet current and future needs?
* How can the accuracy of information supplied on the NVD be improved?
* Increased sanctions (potential for more frequent / increased penalties)
* Role of commercially based sanctions Vs regulatory sanctions
* Lowering barriers preventing supply chain participants providing accurate information
* Role of technology / system integration
* Is there a clear pathway to overcome weaknesses and address emerging needs within the current system?
* Will a full transition to eNVDs address identified weaknesses?
* What other technological enhancements can be made?
* What other structural or format improvements can be made?
* What are the emerging assurance needs that are not covered within the existing NVD system? (e.g. deforestation, animal welfare (fit to load – fit for the journey), sustainability/ESG, antibiotic use, antimicrobials, non-mulesing).

## SECTION 4 - MLA TERMS

A copy of MLA's umbrella consultancy agreement is available on MLA's website at [MLA agreements | Meat & Livestock Australia](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. |
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## 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* *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 |