

Request for tender

***Strictly confidential***

Tenderer: [Insert Name]

Date completed: [Insert Date]

Click or tap here to enter text.

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

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**SECTION 1**

1. **INTRODUCTION AND INSTRUCTIONS**
	1. **MLA**
		1. Meat & Livestock Australia Limited (ABN 39 081 678 364) and its related body corporate Integrity Systems Company Limited (ABN 34 134 745 038) and MLA Donor Company Limited (ABN 49 083 304 867) ("MDC")(together, **"MLA")** undertake a range of research and development and marketing programs designed to benefit beef, sheepmeat and goatmeat industry participants, from livestock producers to retail service providers. It also provides a number of research and development and marketing services to related industry sectors including meat processors and live animal exporters.

 (b)

MDC invests in research and development to accelerate innovation across the value chain so the Australian red meat and livestock industry can remain globally competitive. It attracts commercial investment from individual enterprises and other companies that share a mutual interest to coinvest in innovation that will benefit the Australian red meat industry. The Australian Government matches voluntary partner contributions (up to 60% of project value) through MDC, where eligible projects deliver outcomes that address broader industry and/or government priorities and benefit the entire industry. Please refer to the MLA Donor Company (MDC) background and application guidelines (or any replacement document) which you can find on MDC's website https://[www.mla.com.au/about](http://www.mla.com.au/about)­ mla/what-we-do/mla-donor-company/.]

* 1. **Invitation**

MLA invites interested parties to submit tenders by 5pm AEDT on 12 March 2025 **("Closing Date"),** to eNVD Integration Opportunity.

* 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 gsherring@integritysystems.com.au

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

Section 3 describes MLA's requirements for the eNVD Integration Opportunity **("Specification").** Each tenderer must provide a statement detailing how it would meet MLA's requirements in Section 3. Tenderers should consider the MLA Donor Company (MDC) proposal guidelines and application form which are available on the MDC page MLA Donor Company I Meat & Livestock Australia (or any replacement document) in preparing this statement.

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

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

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

All tenders should contain:

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

MLA will treat all tenders in confidence.

* 1. **Ownership of tenders**

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

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

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

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

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

* 1. **Disclosure**

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

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

* 1. **Questions**

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

* 1. **Extension of Closing Date**

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

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

* 1. **Confidentiality**

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

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

* 1. **Discussion and public statements**

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

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

* 1. **Conflict of interest**

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

actual, potential or perceived conflict of interest arises, the tenderer must immediately notify MLA in writing and MLA will:

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

Budget information specified in tenders must:

* + 1. be expressed in Australian dollars;
		2. be inclusive of all charges, and expenses;
		3. identify separately the duties and taxes, including goods and services tax **(GST)**

component of the price; and

* + 1. apply for the duration of the provision of the goods and services contemplated by this request for tender.
	1. **Project Access Fee**

The tenderer acknowledges a project access fee is payable in relation to the project if the tenderer is successful as set out in the MLA Donor Company (MDC) proposal guidelines

and application form which are available on the MDC page MLA Donor Company I Meat &

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

* 1. **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]

[insert the following if MLA may disclose personal information overseas for the purposes of the tender: MLA may disclose your personal information outside Australia [include details, e.g. relevant countries, if practicable].]

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]

Click or tap here to enter text.

* 1. **Funding eligibility**

Tenderers are to provide details regarding the source of monetary amounts which are proposed to be contributed and confirm the source is an eligible funding source as set out in the MLA Donor Company (MDC) proposal guidelines and application form which are

available on the MDC page MLA Donor Company I Meat & Livestock Australia (or any

replacement document).

* 1. **Pricing**

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

* 1. **Proposed subcontractors and suppliers**

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

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

* 1. **Insurance**

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

**Tenderer's Insurance**

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

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

## Corporate Governance Modern slavery:

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

## Conflicts of interest:

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

OR

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

## Gifts or hospitality:

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

OR

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

## Anti-bribery or corruption:

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

OR

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

* 1. **References**

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

* + 1. Organisation name: [insert] Telephone number: [insert] Contact name: [insert]

Goods or services provided: [insert] Completion date of agreement: [insert]

* + 1. Organisation name: [insert] Telephone number: [insert] Contact name: [insert]

Goods or services provided: [insert] Completion date of agreement: [insert]

* + 1. Organisation name: [insert] Telephone number: [insert] Contact name: [insert]

Goods or services provided: [insert] Completion date of agreement: [insert]

**SECTION 3** - **SPECIFICATION**

**Purpose and description**

Integrity Systems Company (ISC) is a subsidiary of Meat and Livestock Australia (MLA) and is responsible for managing and delivering the core components which make up Australia’s red meat integrity system. The Australian red meat integrity system combines livestock traceability with on-farm assurance to maintain the integrity and reputation of Australian red meat. This system underpins Australia’s livestock selling system and delivers customer confidence in the red meat products produced.

A key component of the red meat integrity system is the use of National Vendor Declarations (NVDs). The Livestock Production Assurance (LPA) NVD is a legal document used to declare necessary and valuable information about the food safety and treatment status of livestock when being moved between properties. This document is central to Australian red meat traceability and market access. Paper based NVDs have been in use since the 1990s and an alternative, electronic National Vendor Declaration (eNVD) platform was deployed in 2017.

Since 2017, the eNVD platform has evolved and includes both a website and mobile application. The eNVD platform supports end-to-end digital transfer of livestock consignments including LPA NVDs, Meat Standards Australia (MSA) Vendor declarations, National Health Declarations and National Feedlot Accreditation Scheme (NFAS) forms.

ISC is supporting industry to fast track a transition from paper to paperless (digital) consignments. Via the MLA Donor Company (MDC) ISC is making available a co-funding opportunity over the next two years to support commercial parties such as processors, livestock agencies, saleyards, transporters and their software providers to shift towards digital NVDs.

The use of eNVDs addresses the inefficiencies of paper based NVDs taken from the NVD book. These inefficiencies include NVDs becoming lost, outdated, incomplete and illegible, resulting in challenges capturing the robust data required to underpin the red meat integrity system. eNVDs provide receivers with consignment information ahead of livestock arrival allowing easy information exchange and real-time corrections, removing manual and duplicative data entry requirements, and reducing processing time by the receivers.

ISC is seeking expressions of interest from third party software integrators who are interested in taking advantage of the benefits of end-to-end supply chain digitisation of NVD’s to implement an MDC co-funded program of work to improve the systems, culture and capabilities which will result in eNVDs becoming embedded within business processes.

Projects will involve the integration of eNVD features within the third-party integrator software. The eNVD API is available to allow commercial parties to facilitate the creation and exchange of eNVD information, supported by technical resources via the eNVD developer portal. Further technical and operational support is available from ISC to assist with the eNVD API implementation. Throughout eNVD integration, collaboration with supply chain members to design, test and demonstrate successful eNVD transfer will be implemented to deliver increased eNVD transfers aligned with the supply chain members’ expectations.

**Objectives**

This project will involve the integration of eNVD capabilities into third-party integrator software for saleyards, feedlots, processors and agents processes to facilitate the transition to paperless livestock consignment transfers.

 This will include:

* Integrate eNVD software into the applicant’s third-party integrator software or business processes and undergo the eNVD License Agreement assessment in line with the eNVD Standard (copy available upon request). eNVD Licence Agreement assessment includes:
	+ Submission of an Application,
	+ Submission of evidence of compliance against the assessment criteria set out in the Application, undergo testing as reasonably determined by ISC Ltd, including a live demonstration, and pass that testing.
	+ Enter into a Licence Agreement for the eNVD System, including any Programs accreditation has been granted for.
	+ Be compliant with the Standard and Licence Agreement terms at all times.
	+ Continue to comply with updates to the eNVD System, including further testing, as the eNVD System is modified.
* Demonstrate eNVD capabilities following integration with a minimum of 3 supply chain partners (saleyards, feedlots, processors, agents or producers).
* Implement efforts to improve the uptake of eNVDs within business supply chain partnerships. This may include (depending on the applicant’s role in the supply chain):
	+ Development of communication plan that will be used in the applicant’s supply chain to communicate eNVD readiness, benefits of using eNVDs and encouraging the supply chain to use eNVDs
	+ Implementation of trials or pilots of the eNVD integration with supply chain partners
	+ Participation in case studies or promotional materials for use to communicate the benefits of eNVDs use and the applicant’s readiness to utilise a digital supply chain.

**Deliverables**

* Project report/s detailing:
	+ The project activities including (broadly) the uplift from the software pre-integration and the steps to implement eNVD software,
	+ The success in meeting the project objectives,
	+ Challenges or limitations that were identified within the project and how they were overcome,
	+ Any suggestions for enhancements to the eNVD software and system, and
	+ The change in volume of paperless livestock consignment transfers made as a result of eNVD integration.
* Demonstration of successful eNVD integration into business processes.
* Implementation efforts that will improve the uptake of eNVDs within the applicant’s supply chain.

**Budget**

Integration projects will have a baseline budget of $60,000 that is negotiable based on the involvement of supply chain partnerships that will drive the uptake of eNVDs.

MDC co-contributor projects involve the provision of funds by both parties (MDC and the applicant). The current cost model includes a 60% contribution of funds by the applicants and 40% contribution by MDC, and an access fee of 12% (or 8% for MLA Levy payers) of the total contribution paid by each party to cover project administration costs (apportioned as annual quarterly payments). The payment process involves the applicant’s 60% contribution payment made 30 days prior to milestone sign-off, then MDC pays 40% contribution to the milestone. Upon milestone sign-off the applicant invoices MLA for 100% of the milestone costs and 100% of the milestone cost is paid to the applicant on MLA 30-day payment terms. For example:

* Milestone 1 is due on 1/05/2025 and the total milestone cost is $10,000. On 1/04/2025 the applicant pays $6,000 and MDC contributes $4,000 to total $10,000.
* Once the milestone has been completed and is signed off, the applicant invoices MLA for $10,000 and this total is paid to the applicant on MLA 30-day payment terms.
* The total project value is $60,000 of which the applicant’s total contribution is $36,000. As the applicant is not an MLA levy payer, their access fee is 12% of their contribution totalling $4,320. The project runs from April 2025 to December 2025 which includes 3 financial quarters. Each quarter the applicant pays the access fee of $1,440.

MDC funding and milestone payments are further detailed in the [MLA Project Funding Application Guidelines.](https://www.mla.com.au/globalassets/mla-corporate/research-and-development/documents/funding-oportunities/mla-project-funding-application-guidelines_2024.pdf)

**Requirements for the tender**

Applications will be assessed primarily on a value for money basis. Value for money will be determined in consideration of the expected increase in eNVD uptake as a result of eNVD software integration.

Tender applications must provide the following within a written response:

* A project proposal which includes a detailed approach to implementation, objectives, timeframes, measures of success, resourcing requirements and detailed costings.  Partnerships with supply chain to drive digital consignment uptake and practice change will be favourably viewed.
* Proposed methodology including the approach to be undertaken and timetable of activities and milestones.
* Proposed Key Performance Indicators to identify the goal of increased digital consignment use throughout the project and thereafter.
* A detailed budget, including the costings of the services for each stage of the project, including the professional fees, travel, and administrative costs.
* Please note: budget cannot include funding for hardware purchases, but implementation and resourcing costs including software enhancements to facilitate eNVD adoption, can be included.
* Details of reporting and invoicing.

Applications must be submitted on a Project Funding Application form [available here](https://www.mla.com.au/globalassets/mla-corporate/research-and-development/documents/funding-oportunities/mla-project-funding-application-form---detailed.docx) in a MS Word document. Applications must also include a copy of this tender document with sections 5-7 completed by the applicant. The MLA Project Funding Application Guidelines are [available here](https://www.mla.com.au/globalassets/mla-corporate/research-and-development/documents/funding-oportunities/mla-project-funding-application-guidelines_2024.pdf).

## SECTION 4 - MLA TERMS

A copy of MLA's umbrella research agreement is available on MLA's website at [https://www.mla.com.au/about-mla/mla­](http://www.mla.com.au/about-mla/mla) [agreements/http://www.mla.com.au/mla-agreements](http://www.mla.com.au/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* *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 |