

Request for tender

***Strictly confidential***

Tenderer: Dr Daniel Forwood

Date completed: 19 December 2024

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.

Version 3 082024

## TABLE OF CONTENTS

|  |  |  |
| --- | --- | --- |
| **SECTION 1** | | **3** |
| **1. INTRODUCTION AND INSTRUCTIONS** | | **3** |
| 1.1 | MLA | 3 |
| 1.2 | Invitation | 3 |
| 1.3 | Tenders | 3 |
| 1.4 | Ownership of tenders | 4 |
| 1.5 | Disclosure | 5 |
| 1.6 | Questions | 5 |
| 1.7 | Extension of Closing Date | 5 |
| 1.8 | Confidentiality | 5 |
| 1.9 | Discussion and public statements | 5 |
| 1.10 | Conflict of interest | 5 |
| 1.11 | Budget information | 6 |
| 1.12 | Project Access Fee | 6 |
| 1.13 | Tender validity period | 6 |
| 1.14 | Applicable law | 6 |
| 1.15 | Privacy | 6 |
| 1.16 | MLA's rights | 7 |
| 1.17 | Tender evaluation | 8 |
| 1.18 | Costs | 9 |
| 1.19 | Binding agreement | 9 |
| 1.20 | Selection process | 9 |
| **SECTION 2** |  | **10** |
| 1.1 | Details of tenderer | 10 |
| 1.2 | Funding eligibility | 10 |
| 1.3 | Pricing | 10 |
| 1.4 | Proposed subcontractors and suppliers | 10 |
| 1.5 | Insurance | 10 |
| 1.6 | Corporate Governance | 11 |
| 1.7 | References | 12 |

SECTION 3 - SPECIFICATION 13

[SECTION 4 - MLA TERMS 14](#_TOC_250007)

SECTION 5 - DECLARATION 15

* 1. [For corporate tenderers 15](#_TOC_250006)
  2. [For individual tenderers 16](#_TOC_250005)

[SECTION 6- CORPORATE GOVERNANCE DISCLOSURES ANNEXURE 17](#_TOC_250004)

* 1. [Conflicts of interest 17](#_TOC_250003)
  2. [Gifts or hospitality 17](#_TOC_250002)
  3. [Anti-bribery and corruption 17](#_TOC_250001)

[SECTION 7 - MLA MODERN SLAVERY QUESTIONAIRE 19](#_TOC_250000)

**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) [insert the following if MDC is involved: 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 [time] on [insert date] **("Closing Date"),** to [insert proposed services/reason for tender].

* 1. **Tenders**

Tenders must comply with all requirements specified in this request for tender.

Please submit an electronic/soft copy of the tender. All submissions must be emailed to [projectcall@mla.com.au](mailto:projectcall@mla.com.au).

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

Section 3 describes MLA's requirements for FlockMate: Off-animal ag-tech solutions to enhance sheep productivity **("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/)) 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**

**Terms of Reference**

**Call for Sheep Productivity Project (Sheep Levy and MDC Funding Call)**

**FlockMate: Off-animal ag-tech solutions to enhance sheep productivity**

**Red Meat Panel**

**Summary**

During 2024, fluctuating seasonal conditions and a large breeding ewe flock across Australia has led to high slaughter in some regions of the country. While high production volumes present opportunities to capitalise on productivity improvements, labour shortages and climatic challenges pose significant constraints. In-paddock ag-tech innovations offer potential solutions by reducing the need for on-farm labour and enhancing productivity data accuracy.

Meat & Livestock Australia (MLA) is seeking Full Applications from commercial ag-tech providers and ag-tech developers with the capability to enhance the value of sheep productivity data generated by commercially available, in-paddock technologies or innovations which reduce on-farm labour during key activities in the production cycle. It is anticipated that prospective ag-tech service providers are well-connected and willing to collaborate with organisations actively involved in research, development and adoption (RD&A). This proposal will encompass RD&A activities in the sheep productivity sector that achieve outcomes in line with the priorities of the Red Meat Panel.

**Background**

The MLA Sheep Productivity sub-program aims to increase on-farm productivity and profitability to underpin the sustainability of lamb and sheepmeat businesses.

The Australian sheep flock recently reached 79.1 million head, the largest figure since 2007. Fluctuating seasonal conditions and a large ewe breeding flock had led to high slaughter in some regions of the country, respectively across 2024, which has corresponded to high production volumes. As carcase weight is a key driver in the lamb market, this presents an opportunity for producers to capitalise on improvements to on-farm productivity. However, labour gaps and time resourcing are key constraints to productivity gains in owner-operator enterprises across the red meat industries. Additionally, climatic variation and ongoing industry challenges in Western Australia have highlighted ongoing efforts being made by producers and demonstrated the need for optimised, cost-effective on-farm management in an increasingly difficult economic landscape. The advent of in-paddock ag-tech innovations has created an opportunity to reduce the need for on-farm labour through automation and improve the accuracy and reliability of productivity data captured from sheep.

**Project Call Priorities**

The Red Meat Panel (RMP) guides MLA by providing strategic oversight into the Call process. The Panel has several functions including: a) Approving new Terms of Reference (ToR); b) Endorsing successful proposals from the review process; c) Reporting on projects that have been funded through the Producer Investment Call and d) Evaluation of the call process and recommendations for improvements. Final project approval will be subject to MLA governance processes and contractual agreement between the applicant/s and MLA.

MLA is seeking full RD&A proposals from commercial ag-tech providers and ag-tech developers to identify, evaluate and demonstrate autonomous and/or robotic in-paddock innovations which covers one of the following:

1. Reduce on-farm labour during key activities in the production cycle which may include (but is not limited to) marking, drenching, drafting, veterinary product application etc.
2. Enhance sheep productivity data captured which may include (but is not limited to) liveweight, body condition score, pregnancy status, animal wellbeing etc.

Innovations should focus on off-animal ag-tech solutions which negate the need for additional labour units or animal handling (as required for securing devices to livestock). Proposals will be reviewed by the Red Meat Panel to assess alignment with the Red Meat Panel’s RD&A priorities.

**Scope**

It is anticipated that the project will consider the following objectives:

1. Undertake a comprehensive review of prototype, demo and commercially available off-animal technologies and identify opportunities to enhance data captured from these technologies to improve sheep and/or on-farm productivity
2. Employ algorithmic solutions to capture additional productivity measures (e.g. body condition score) in conjunction with liveweight data from off-animal technologies on an individual and mob basis
3. Identify opportunities for aftermarket installation of compatible technologies to enhance data captured during key husbandry activities in the production cycle
4. Evaluate the value proposition for use of real-time liveweight data for producers and the supply chain.

1. Demonstrate the cost benefit of these technologies on sheep productivity or labour reduction through an extension and adoption program of work or through Producer Demonstration Site activities designed in consultation with producer groups from project inception to address producer needs, barriers and limitations.

The acceptable duration of the project will be two (2) years. Submissions should identify the Technology Readiness Level (TRL) of the solution (e.g. prototype, working model), provide an explanation of the likely TRL that will be achieved at the completion of the project and/or pathways to commercialisation. Technology Readiness Levels are used to assess the maturity of an innovation. For more information on the TRLs and to assess the TRL of your solution please visit the link [here](https://www.nasa.gov/directorates/somd/space-communications-navigation-program/technology-readiness-levels/).

**Outputs and Outcomes**

Proposed RD&A projects will meet agreed milestones identifying progress in producing outcomes appropriate to the activities identified in the Scope of this Terms of Reference. These outcomes must align with priorities identified by the Red Meat Panel.

**Funding Mechanism**

The successful project(s) will be funded through either the sheep levy or MDC-funding streams. Partnered investments through the MLA Donor Company will be favourably considered.

For projects to achieve funding, they must be recommended for funding by the Red Meat Panel prior to progressing through the MLA governance process. For more information on the sheep levy funding system please see [here](https://www.mla.com.au/about-mla/how-we-are-funded/about-your-levy/sheep/).

**Confidentiality and intellectual property**

Applicants must identify any background intellectual property (BIP) brought to the project and bring any background IP required that is not owned by MLA. All data and cited references must be acknowledged in the final report and it is the sole responsibility of the applicant to ensure copyright laws are not breached.

Where further information is available which may assist the successful applicant in meeting the requirements of the project, MLA will provide such information to the successful applicant.

The successful applicant will be required to enter into a standard umbrella agreement with MLA if there is not already such an agreement in place. MLA will share and discuss this proposal with members the Red Meat Panel. Please acknowledge this freedom to operate.

**Deadline for submissions and further information**

Proposals must be received by MLA before **5:00pm AEDT on Wednesday 12 February 2025**. Late proposals will not be accepted. Use the full proposal template available [here](https://www.mla.com.au/globalassets/mla-corporate/research-and-development/documents/funding-oportunities/mla-project-funding-application-form---detailed.docx), and submit proposals electronically to MLA at [projectcall@mla.com.au](https://www.mla.com.au/) with title **“Sheep Productivity EOI – FlockMate**”.

Applicants should carefully review this page and the [MLA Project Funding Application Guidelines](https://www.mla.com.au/globalassets/mla-corporate/research-and-development/documents/funding-oportunities/mla-project-funding-application-form---detailed.docx) before completing their preliminary or detailed project application. Applicants are also encouraged to contact MLA regarding planned proposals before submission to assist in mitigating potential duplication and assisting in collaboration. Proposals will be acknowledged on receival, and applicants will be advised in writing of the success or failure of their proposal within ten (10) business days of the next Red Meat Panel meeting**.**

If you have any questions regarding the Red Meat Panel project call, or would like to discuss possible project applications, please email [projectcall@mla.com.au](mailto:projectcall@mla.com.au)or contact:

Dr Daniel Forwood

Project Manager – Sheep and Goat Productivity

Meat & Livestock Australia

[dforwood@mla.com.au](mailto:dforwood@mla.com.au)

## SECTION 4 - MLA TERMS

A copy of MLA's umbrella [select applicable agreement: research agreement/consultancy 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*](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 |