

Request for tender

***Strictly confidential***

**Proposal to pilot a National Veterinary Antimicrobial Usage measurement system**

Tenderer: [Insert Name]

Date completed: [Insert Date]

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 1700 AEDT on 23 April 2025 **("Closing Date"),** to undertake a project on Using computer vision to improve Feedlot Cattle heat load forecasting

* 1. **Tenders**

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

Please submit an electronic/soft copy of the tender. All submissions must be emailed to: tenders@mla.com.au

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

Section 3 describes MLA's requirements for [insert description of subject matter] **("Specification").** Each tenderer must provide a statement detailing how it would meet MLA's requirements in Section 3.

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

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

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

All tenders should contain:

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

MLA will treat all tenders in confidence.

* 1. **Ownership of tenders**

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

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

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

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

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

* 1. **Disclosure**

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

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

* 1. **Questions**

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

* 1. **Extension of Closing Date**

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

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

* 1. **Confidentiality**

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

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

* 1. **Discussion and public statements**

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

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

* 1. **Conflict of interest**

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

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

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

Budget information specified in tenders must:

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

component of the price; and

* + 1. apply for the duration of the provision of the goods and services contemplated by this request for tender.
  1. **Tender validity period**

Each tender must remain open for acceptance by MLA for a period of at least six months from the Closing Date. The tenderer should specify any longer periods for which the offer remains valid.

* 1. **Applicable law**

The laws of New South Wales apply to this request for tender.

* 1. **Privacy**

Each tenderer must ensure that it complies with the *Privacy Act 1988* (Cth) in submitting its tender and, if successful, in entering into an agreement for the provision of goods and services contemplated by this request for tender.

MLA will collect your personal information for the purposes of administering this request for tender, including corresponding with you about this tender and evaluating your tender. If you choose not to provide some or all the required personal information, we may not be able to consider your tender.

MLA may disclose your personal information to:

* + 1. our related entities, international offices, and representatives for the purpose of our business only;
    2. [insert details of any third parties to whom MLA may disclose personal information to, for the purposes of this tender]

[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]

* 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**

**Proposal to pilot a National Veterinary Antimicrobial Usage measurement system**

**Summary:**

Meat & Livestock Australia (MLA) is seeking applications from suitable organizations to develop and pilot a National Veterinary Antimicrobial Usage measurement system for two years.

**Background:**

* In 2020, the Australian Government launched Australia’s National Antimicrobial Resistance Strategy. In response DAFF worked with the Australian livestock industries to develop [Australia’s Animal Sector Antimicrobial Resistance Action Plan 2023 to 2028](https://www.agriculture.gov.au/agriculture-land/animal/health/amr/animal-sector-plan)
* Activity 5.2.1 of the plan seeks to “Develop a robust national animal health AMU Monitoring program”.
* In 2022, the Australian Red meat industry, via MLA sought to take the first steps at co-designing a system suitable for usage by Australian animal industries. The results from this desktop work can be found: [V.MFS.0002 - Antimicrobial usage – development of data collection and metrics for beef](https://www.mla.com.au/research-and-development/reports/2025/v.mfs.0002---antimicrobial-usage--development-of-data-collection-and-metrics-for-beef/)
* Since the time that this project concluded in 2024, MLA has consulted with the representative bodies for each of the protein producing sectors in Australia and received support from the majority of these sectors to participate in a two year pilot of the proposed system.
* Accordingly, this project will establish and pilot a system for a period of two years.
* The industry led, National Veterinary Antimicrobial Usage measurement system:

1. will provide the each industry sector (if they elect to receive) a robust number for their industry in the face of global interest.
2. represents a way in which Australia’s livestock industries’ can be on the front foot and address Activity 5.2.1 of the Australian Animal Sector Antimicrobial Resistance Action Plan 2023 to 2028.
3. will provide accurate aggregated food animal industry use vs. non-food animal use as part of Australia’s reporting requirements to the World Organisation for Animal Health (WOAH).

**Project objectives:**

1. Pilot a ‘top down’ national veterinary Antimicrobial Usage Measurement System for the Australian livestock industries that fulfils the requirements of Activity 5.2.1 of Australia’s Animal Sector Antimicrobial Resistance Action Plan 2023 to 2028 and aligns with the Australian Government’s National Antimicrobial Resistance Strategy using the framework proposed as part of a previous MLA project [V.MFS.0002](https://www.mla.com.au/research-and-development/reports/2025/v.mfs.0002---antimicrobial-usage--development-of-data-collection-and-metrics-for-beef/).
2. The system must;

* present metrics suitable for customers, governments, domestic and international trading partners;
  + Be scientifically defensible (with limitations described in V.MFS.0002 final report);
  + Control for bias as best achievable; and
  + Preserve the confidentiality of individual (data) contributors.
  + Have oversight from a steering committee consisting of livestock industry peak body representation.

1. Pilot the system for a 2 year period.
2. Identify and apply for ongoing funding mechanisms (if possible) for the system de-coupled from ongoing MLA funding.

**Brief project design and methods:**

Please see the final report for V.MFS.0002 on the MLA website. In addition a detailed methodology emanating from that project is available upon request.

The established for this project should be in line and adequate for a pilot study and not be designed for a fully operationalized on-going system.

**Reporting Requirements:**

The successful applicant will provide milestone reports and a final report containing the results. Milestone and final reports will be prepared in line with MLA report guidelines and delivered in Microsoft Word format.

In addition to MLA standard reports, the following will also be provided to MLA at the time of delivery of the Final report:

1. a copy of all project data, including meta-data

MLA Milestone reports & Final reports are to be written with the standard of 1 extra decimal place for least squared means, than the ‘breaks of the unit of measurement’. e.g. if weight is measured to ±1 kg report least squared means to XXX.X. Standard errors should be reported to one extra decimal place than the least squared mean e.g. XX.XX.

**Timing:**

The project must be completed within a 30-month period from initiation involving 24 months of Antimicrobial usage data and 6 months for write up and identification of future on-going funding sources.

**Intellectual Property**

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

**Budget & Justification:**

The maximum budget threshold for this work is AU $300,000 (excl. GST). Quality of budget justification and value for money are both selection criteria. MLA encourages applicants to justify their budget as thoroughly as possible, and an excel spreadsheet should be attached to the application. Applicants should be detailed e.g. number of trips, mileage, meals, units used, rates, etc. in their justification. The system proposed should be sufficient to undertake a pilot and need not reflect the actual end product that may be operationalized beyond this proposed.

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

1. Face to Face initiation meeting at service provider site – 1 day
2. Face to Face completion meeting at service provider site – 1 day
3. Monthly Microsoft Teams catch-ups (2 hours)
4. Preparation time for 2 x internal industry meetings
5. Presentation time for 2 x internal industry meetings (via Microsoft Teams)
6. Preparation time for 1 domestic conferences
7. Presentation time for 1 domestic conferences
8. Travel expenses for 1 domestic conferences
9. Journal article publication costs

**Confidentiality:**

By submitting a request for tender application, the applicant will disclose information in the application form to MLA’s employees, agents, contractors and advisors, for the purposes of this tender process and any legal or MLA policy requirement. Applicants must identify any information that they consider should be protected as confidential information and provide reasons for this.

**Conflict of interest:**

Applicants, research teams or subcontractors with any potential conflicts of interest with Meat & Livestock Australia, or the Australian Lot Feeders’ Association, should thoroughly outline these in the application.

**Process:**

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

* + Appendix 1. Subcontractor/collaborator organization declaration.
  + Attachment – Microsoft Excel File of your Budget justification.

Applicants submit a MLA Project Funding Application Form – Detailed

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

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

And navigate to: [Detailed funding application form](https://www.mla.com.au/globalassets/mla-corporate/research-and-development/documents/funding-oportunities/mla-project-funding-application-form---detailed.docx)

**Selection criteria:**

Stage 1 - MLA applications will be reviewed by Meat & Livestock Australia, and selection will be based on assessment against the following criteria:

|  |
| --- |
| Selection Criteria |
| Collaborator declarations (from approved delegation levels) that all partners agree to methodology and budget justification in the application. |
| Quality of project design and methods to achieve project objectives including adequate partners, resourcing, facilities and expertise to facilitate proposed R&D |
| On-time delivery track record, research publications/commercialization outcomes in last 5 years of project team. References for tender applicant and subcontractors of the last 3 agreements entered into for the provision of goods or services comparable to those set out in this Request for Tender. |
| Quality of budget justification excel spreadsheet |
| Value for money of budget |

**Project proposal submissions:**

MLA applications must be lodged electronically as Word document to: [tenders@mla.com.au](mailto:tenders@mla.com.au)

Applications must be received by 1700 AEST on 23 April 2025.

Strict adherence to the time deadline for applications will occur. Incomplete request for tender applications without the required documentation will not be assessed.

**Further information:**

feedlot@mla.com.au

Research & Development

Meat & Livestock Australia

**Section 3.0 Appendix 1. Subcontractor/collaborator organisation declaration**

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

**Contribution/Payment Table**

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

**Declaration**

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

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

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

## SECTION 4 - MLA TERMS

A copy of MLA's umbrella [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. |
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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*](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 | * Yes ☐ No |

|  |  |  |
| --- | --- | --- |
|  | 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. |  |
| **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 |