

**Request for tender**

***Strictly confidential***

***Feed Truck - Autonomous Feed Discharge Systems***

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.

Version 2 092023

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SECTION 1

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

MLA invites interested parties to submit tenders by **5PM (AEST) on Friday 2nd August, 2024** (“**Closing Date”**), for **Feed Truck - Autonomous Feed Discharge Systems.**

* + 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 MLA’s central tender mailbox [tenders@mla.com.au](mailto:tenders@mla.com.au)

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

Section 3 describes MLA’s requirements for Feed Truck - Autonomous Feed Discharge Systems (“**Specification”**). Each tenderer must provide a statement detailing how it would meet MLA’s requirements in Section 3. Tenders should consider the MLA Live export, grainfed beef and goat levy funded programs **Preliminary Application form** which are available on this webpage [Industry & researchers | Meat & Livestock Australia (mla.com.au)](https://www.mla.com.au/research-and-development/funding-opportunities/industry-researchers/) 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
        4. 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;

Please refer to our privacy policy (<https://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.

* + 1. 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.

* + 1. 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.

* + 1. 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.

* + 1. 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 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]

* + 1. 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 and its each of its proposed subcontractors 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]

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

SECTION 3 – SPECIFICATION



**Tender Specification**

**Feed Truck - Autonomous Feed Discharge Systems**

**Summary:**

Meat & Livestock Australia (MLA) is seeking Stage 1 applications from organizations (or partnerships of organizations) to develop and evaluate autonomous feed discharge systems for the Australian feedlot industry.

**Background:**

Accurate, efficient, and consistent feed delivery is a core priority for Australian feedlots to maximize cattle performance and lower operating costs per head day. The next frontier to improving feeding efficiency in Australian feedlots, is automate discharge from feed trucks, with human supervision present in the truck cab, to enable even, accurate single pass feeding with no reversing. Variation in skill base and training within feedlots, often lead to variation in feed delivery evenness, rate of delivery and accuracy within Australian feedlots. Reversing, given most feed truck drivers don’t discharge feed allocated on the first pass of the feedbunk, is highly common with most feed truck operators. Typically, operators need to reverse in the order of 25 to 100% of bunk length to deliver the correct feed allocation. To understand the implications of this, consider that a 20,000 hd feedlot with 25 cm/hd bunk space has a total of 5 km of bunk space. If cattle are fed twice per day, the perfect single pass feeding would cover 10 km or 3650 km per year. Reversing results in three times the travel distance (forward, back, forward). When reversing is considered, with 25, 50 and 100% average reversing distance, the daily distance travelled would equate to 15, 20 and 30 km, respectively (or 5475, 7300, 10,950 pre year). Just 25% reversing results in an extra 1,825 km, nearly equivalent to the distance from Brisbane to Cairns.

The objective of automating feed discharge is thus to:

* Decrease mileage, truck hours, fuel and associated repairs and maintenance by single pass feeding (no reversing)
* Improve within pen feeding discharge rate (seconds per tonne) and labour cost efficiency for the feeding/loading day on a per head day and tonne basis.
* Ensure consistency of operation, enabling humans with variation in skill base to achieve similar performance with automation assistance, reducing training lag.
* Increase average pen feed intake and feedlot cattle performance. Anecdotally, many feedlot operators believe even and accurate feeding translates to increased cattle performance.

Adoption of autonomous feed discharge systems is still limited in the Australian industry, and investment is required before the industry progresses to fully autonomous trucks. Further information such as animal performance data, and payback period would benefit lot feeders making a decision to invest in the technology. MLA is committed to enabling automation in Australian feedlots by investment support to a range of manufacturers and further R&D if required to stimulate adoption.

**Project objectives:**

For a chosen technology/concept:

1. Develop ex-ante cost-benefit analysis for the target solution considering:
   1. Forecasted benefits
   2. Capital usable life
   3. Costs including repairs and maintenance and software licensing
2. Develop and commission an autonomous feed discharge system
3. Benchmark system performance versus manual operation across a minimum of 2 feedlots of varying skill level (in feed truck operator experience) over a 1-year period.
   1. Evenness of distribution
   2. Accuracy
   3. Within pen driving rate (km/hr)
   4. Within pen discharge rate (seconds per tonne)
   5. Total within pen distance travelled
   6. Training skill lag period
4. On a subset of cattle determine the effect of evenness/accuracy of distribution on feedlot cattle performance via a randomized block design trial.
5. Conduct ex-post cost benefit analysis to determine the value proposition of the technology to Australian Lot Feeders
6. Extend the results of the research to the feedlot industry through presentations at conferences, a field day, and articles, including case studies.
7. Monitor annual adoption through MLA commercialization reports.

**Brief project design and methods:**

Applicants need to develop a robust methodology to achieve project objectives, and this should be outlined in the Stage 1 application. Quality of brief project design and methods to achieve project objectives including adequate partners, resourcing and expertise to facilitate proposed R&D is a selection criteria.

If experimental phases involve animals, Animal Ethics approval must be obtained, and maintained for the duration of the project. Methodologies should be appropriately statistical powered to detect treatment differences for the experimental units being utilized, and power calculations should be included in the application.

All applications must include a suitably qualified on-site project manager with a demonstrated ability to deliver to ensure that project methodology is achieved. If research is to be done at commercial feedlots, then a project manager must be based on-site during the duration of the randomized block design trial.

**Reporting Requirements:**

The successful applicant will provide milestone reports (if required) 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:**

Delivery timeline is a selection criterion at both stages of application assessment and speed to delivery outcomes for commercial industry will be viewed positively.

**Intellectual Property**

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

Project IP ownership will be negotiated during Stage 2 statement of work development.

**Capital Requirements, Budget & Justification:**

There is no set budget project, and value for money will be determined through the tender process. Quality of budget justification and value for money are both selection criteria. MLA encourages applicants to justify their budget as thoroughly as possible, and an excel spreadsheet should be attached to the application. Applicants should be detailed e.g. number of trips, mileage, meals, units used, rates, etc. in their justification.

Collaborator declarations (from approved delegation levels) that all partners agree to methodology and budget justification, and payments are to be included in the application (See Section 3.0 – Appendix 1).

If commercially available capital assets are required to be purchased for the research project, MLA will support a maximum capital depreciation of 20% for Autonomous discharge equipment, along with 15% for Feed trucks. Assets must be bought back at the agreed depreciation price in the project statement of work by the participating feedlot at the project’s conclusion. If the assets do not provide value or the feedlot does not wish to purchase, the assets will be removed and sold by MLA. If experimental proto-types are being developed, they can be expensed for research purposes.

In addition to Capital, Fees and Expenses for the research program, the applicant should also budget for the following.

1. Completion of MLA Feedlot Study Protocol for each live animal trial to be signed by MLA, Research Organisation and Collaborating Feedlot/Abattoir (Please email MLA for Copy of Protocol)
2. Animal ethics preparation, submission, review and reporting requirements
3. Face to Face initiation meeting at service provider site – 1 day
4. Face to Face completion meeting at service provider site – 1 day
5. Monthly Microsoft Teams catch-ups (2 hours)
6. Preparation time for 2 x internal feedlot industry meetings
7. Presentation time for 2 x internal feedlot industry meetings (via Microsoft Teams)
8. Preparation time for feedlot video interview at 2 feedlot (note filming and journalist to be covered by MLA separately)
9. Presentation time for 2 feedlot video interviews
10. Travel expenses to 2 feedlot video interviews
11. Ex-post cost-benefit analysis

**Confidentiality:**

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

**Conflict of interest:**

Applicants, research teams or subcontractors with any potential conflicts of interest with Meat & Livestock Australia, or the Australian Lot Feeders’ Association, should thoroughly outline these in SECTION 6 – CORPORATE GOVERNANCE DISCLOSURES ANNEXURE of the tender application including how they propose to manage them, if applicable.

**Process:**

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

Section 2 of Request for Tender including;

* + 1.1. Details of tenderer
  + 1.3 Proposed subcontractors and Suppliers
  + 1.4 Insurance
  + 1.5 Corporate Governance
  + 1.6 References for both tenderer and subcontractors

Section 3 of Request for Tender including;

* + The relevant MLA Application form obtained from MLA website (note applications in non-standard format will not be accepted).
  + Appendix 1. Subcontractor/collaborator organization declaration
  + Attachment - Summary of research team qualifications (tenderer and subcontractors), on-time delivery track record, publications/commercialization outcomes in last 5 years.
  + Attachment - Microsoft Excel File of your Budget justification

Section 4 of the Request for Tender:

* Confirmation, 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

Section 5 of Request for Tender

* Signed Declaration witnessed by JP or Solicitor

Section 6 of Request for Tender

* Corporate Governance Disclosures Annexure

Section 7 of Request for Tender

* MLA modern slavery Questionaire

Applicants submit a Stage 1 application, utilizing the MLA Preliminary Application form (see below), addressing the tender specification. Proposals will be scored against the selection criterion set out in this tender specification. MLA will acknowledge receipt of each application. Applicants will be advised in writing of the success or failure of their application with feedback relative to the Selection criteria. No further correspondence will be entered into after this feedback is provided by MLA.

If an applicant is successful in Stage 1, they will progress to Stage 2 application process. MLA will then request a Statement of Work including MLA Feedlot Study Protocol, and revised budget justification based on any Stage 1 feedback.

Once a Stage 2 statement of work and MLA Feedlot Study Protocol, and budget justification is completed to MLA’s satisfaction, the application will then be submitted for MLA review. Work commencement is contingent on MLA approval of the proposal and contract execution. Contract execution will involve executing an Umbrella research agreement and Statement of Work. A copy of MLA’s umbrella agreement is available on MLA’s website at <https://www.mla.com.au/about-mla/mla-agreements/http://www.mla.com.au/mla-agreements>

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

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

Go to [Project application guidelines and forms | Meat & Livestock Australia (mla.com.au)](https://www.mla.com.au/research-and-development/funding-opportunities/project-application-guidelines-and-forms/) then navigate to the Preliminary Application Form.

**Tender Addendums**

Tender addendums will be uploaded to[**https://www.mla.com.au/research-and-development/funding-opportunities/industry-researchers/current-tenders/**](https://www.mla.com.au/research-and-development/funding-opportunities/industry-researchers/current-tenders/)

Applicants should check this website regularly for addendum updates.

**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)

Stage 1 MLA Applications must be received by **5PM AEST on Friday 2nd August, 2024.**

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-agreements/><http://www.mla.com.au/mla-agreements>

SECTION 5 - DECLARATION

* + 1. 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 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

* + 1. 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.

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

* + 1. 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** |
| --- | --- | --- | --- | --- | --- |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |
|  | Click or tap to enter a date. |  |  |  | Click or tap to enter a date. |

* + 1. Gifts or hospitality

| **Gift or hospitality** | **Estimated value** |
| --- | --- |
| [insert details of gift or hospitality provided to MLA] | [provide an estimate of the value of the gift or hospitality] |
|  |  |
|  |  |
|  |  |

* + 1. Anti-bribery and corruption

| **Incident** | **Action taken** | **Date** |
| --- | --- | --- |
| [insert details of 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] |
|  |  |  |
|  |  |  |
|  |  |  |

SECTION 7 – MLA MODERN SLAVERY QUESTIONAIRE

**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](https://www.mla.com.au/globalassets/mla-corporate/about-mla/documents/who-we-are--corporate-goverance/code-of-business-conduct-and-ethics-082020.pdf).

**Contact Details**

|  |  |
| --- | --- |
| **Entity Name** |  |
| **Postal address** |  |
| **Country of Operations** |  |
| **Contact Name** |  |
| **Phone** |  |
| **Mobile** |  |
| **E-mail** |  |

**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 to* [*RiskandCompliance@mla.com.au*](mailto:RiskandCompliance@mla.com.au) *to support your questionnaire, where applicable.*

**Questions**:

|  |  |  |  |
| --- | --- | --- | --- |
| . | 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:** | | 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:** | | 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:** | | 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:** | | £ Yes £ No |
| 5. | Does 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:** | | Yes  No  NA |
| 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.   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |
| 7. | Do you provide all your workers with information on employment conditions and workplace entitlements?   |  | | --- | | **If no, please provide additional comments:** | | 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.   |  | | --- | | **If no, please provide additional comments:** | | 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.   |  | | --- | | **If no, please provide additional comments:** | | Yes  No |