

**All correspondence to:**

Meat & Livestock Australia Limited

ABN 39 081 678 364

PO Box 1961

North Sydney NSW 2059

**Request for tender**

***Strictly confidential***

**Supporting the development and adoption of data and insights in the red meat and livestock industry**

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

Meat & Livestock Australia Limited (ABN 39 081 678 364) and its related bodies corporate MLA Donor Company Limited (ABN 49 083 304 867) (“**MDC**”) and Industry 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.

* + 1. MDC’s role

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 50% 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) in preparing this statement which you can find on MDC’s website <https://www.mla.com.au/about-mla/what-we-do/mla-donor-company/>

* + 1. Invitation

MLA invites interested parties to submit tenders by 11.59pm on 12 December 2021 (Closing Date), for the terms of reference titled *Supporting the development and adoption of data and insights in the red meat and livestock industry*.

* + 1. Tenders

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

Please submit an electronic/soft copy of the tender.

All questions in Section 2 must be completed.

Section 3 describes MLA’s requirements for investment consideration. 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) background and application guidelines” (or any replacement document) in preparing this statement.

Section 4 contains the terms on 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. MLA’s terms are non-negotiable. 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.

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

All tenders should be sent to:

Attention: Naomi Leahy

Email: [nleahy@integritysystems.com.au](mailto:nleahy@integritysystems.com.au)

Cc: [aburtontaylor@integristysystems.com.au](mailto:aburtontaylor@integristysystems.com.au)

and 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. any proposed Special Conditions to the terms set out in **Section 4**; and
        5. the completed declaration in the form set out in **Section 5.**

MLA will treat all tenders in confidence.

* + 1. Ownership of tenders

All material submitted in response to this request for tender will become the property of MLA.

Any intellectual property rights that exist in a tender will remain with the tenderer.

The tenderer licenses MLA, its employees, agents, contractors and advisers to copy, adapt, modify or do anything else to, all material submitted in response to this request for tender, including material in which the tenderer’s or any other person’s intellectual property rights subsist, 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 advisors, for the purposes of this tender process, as required by law or otherwise with the tenderer’s consent.

Tenderers must identify any information that they consider should be protected as confidential information and provide reasons for this.

* + 1. Questions

Any questions must be submitted in writing and marked to the attention of Naomi Leahy, nleahy@integritysystems.com.au. MLA may provide the answers to such questions to all tenderers.

* + 1. Extension of Closing Date

MLA may extend the Closing Date. Tenderers may request an extension by written request marked to the attention of the MLA Contact 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. 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

Where tenderers identify that a conflict of interest might arise in the provision of goods or services contemplated by this request for tender, tenderers are to identify that potential conflict of interest in their tender. If an actual or potential conflict of interest arises, the tenderer must immediately notify MLA in writing. If any conflict of interest might arise for a tenderer before entering into an agreement for the provision of goods or services contemplated by this request for tender, MLA may:

* + - * 1. enter into discussions to seek to resolve such conflict of interest;
        2. disregard the tender provided by such a tenderer; or
        3. take any other action it considers appropriate.
    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) background and application guidelines” (or any replacement document). The project access fee is required to support the management, administration and delivery of the project.

* + 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.

* + 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; and
        10. 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 is not bound to accept the lowest or any tender.

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.

* + 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.

* + 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 and a successful tenderer may be selected from such a list.

SECTION 2

* 1. TENDERER INFORMATION
     1. Details of tenderer

Name and address of the company or individual providing the tender;

Name of the person who may be contacted for further information;

Telephone number;

Facsimile number; and

Australian Business Number (ABN).

* + 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) background and application guidelines” 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** |
| [insert] | [insert] |
| [insert] | [insert] |

* + 1. Insurance

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **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] |

* + 1. References

The tenderer must provide details 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. Name: [insert]

Telephone number: [insert]

Contact: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

* + - * 1. Name: [insert]

Telephone number: [insert]

Contact: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

* + - * 1. Name: [insert]

Telephone number: [insert]

Contact: [insert]

Goods or services provided: [insert]

Completion date of agreement: [insert]

SECTION 3

* 1. SPECIFICATION

Background

As a wholly owned subsidiary of [Meat & Livestock Australia](https://www.mla.com.au/) (MLA) the [Integrity Systems Company’s](https://www.integritysystems.com.au/) (ISC) mission is to grow red meat value chain opportunities through integrity and information systems innovation.

The [Integrity Systems Company 2025](https://www.integritysystems.com.au/about/ISC-strategy/) strategy outlines the pathway to connect the Australian red meat and livestock industry through greater use of data and digital systems. The MLA Group Data Platform is managed via ISC and enables the capturing, storage, and transformation of data for use by digital systems. The data platform aims to provide greater value to red meat producers through supporting enhanced data systems and providing greater industry data for benchmarking.

The Data Platform is an enabler through which whole of industry data sharing and decision support and enhanced industry performance can be achieved. Adding to industry and research data, the Data Platform aims to allow the storage and interoperability of other structured and unstructured datasets such as climate, market, sustainability, social media, imagery, documents etc. These are used to enrich production data, further enabling linking of datasets and providing additional analytic and decision support opportunities. As the Data Platform enters the next phase of development, opportunities are available to work closely with commercial providers in industry to explore and further define the platforms potential.

ISC would like to engage with providers working within red meat and livestock industry who deliver data solutions for enhanced traceability, improving livestock lifetime performance or data insights for producers and/or supply chains. This tender is open to all interested parties. Supply chains, commercial providers and start-ups who are interested are encouraged to discuss opportunities for MDC funding with MLA prior to submitting a proposal.

Additional links:

* Link to ISC developer portal: <https://developer.integritysystems.com.au/>
* Link to NLIS terms of use: [NLIS Terms of Use (Ed 1.24).pdf](https://www.nlis.com.au/NLISDocuments/NLIS%20Terms%20of%20Use%20(Ed%201.24).pdf)

**Purpose**

ISC is looking to invest with providers who have a focus on data to help increase the use and flow of data throughout individual supply chains and the broader red meat industry. MDC funding opportunities are available for research, development, demonstration or adoption projects in the following areas:

Demonstrate how data capture and insights enable improved livestock and business performance

This may include, but is not limited to, support for the adoption of animal disease feedback collection and utilisation

Support the development and validation of solutions to support feedback within supply chains

Increase the flow of data up and down red meat supply chains through multiple systems to enhance insights, business decisions and performance

**Objectives**

The objectives of the proposed project should include at least some of the points outlined below. These are considered a starting point for any project and should be expanded on in line with the proponents’ own business goals and objectives.

* Support the development of producer feedback systems to enable livestock performance decision making and/or compliance analytics and/or enhanced traceability
* Connect to the MLA Group Data Platform to share supply chain data such as carcase feedback, animal disease and defect, supply chain traceability events, on-farm data
  + Data collection which is shared with the MLA Group Data Platform must conform to the industry standard as required
* Enable data to flow from participants’ platform to MLA Group Data Platform including data for deidentified and aggregated industry use, such as benchmarking
* Develop analytics to support supply chain goals and enhancements of feedback to producers
* Assess the usefulness of existing ISC data, connect to current ISC APIs if applicable, and provide insights to ISC of future API requirements and inform/develop data sharing solutions.

**Requirements for the tender**

Contracting: consultants will be contracted under the standard MLA research agreement terms; see section 4 below. Changes to this contract template will not be accommodated.

IP: MLAs IP policy is to limit the arrangement of split or joint ownership of IP. IP ownership expectations should be included in the proposal. At a minimum, MLA policy requires 100% of IP of milestone and final reports to be owned by MLA.

Data sharing: Platforms seeking funding should consider what data they are willing to share with the MLA Group Data Platform and build for this to occur during the project and on an ongoing basis

Evaluation: Platforms will need to identify the metrics which can be shared throughout the project to enable evaluation and impact to be assessed, for example business cases, user feedback and number of users.

**Selection criteria**

Applications will be reviewed by relevant MLA Program and Project Managers as well as external and independent reviewers as required.

Proposals will be scored against the selection criteria set out below. Final project approval will be subject to contractual agreement between the applicant/s and MLA.

Selection criteria:

1. Validity of methodology, outputs, and clarity of supporting background information
2. Value for money
3. Demonstrated experience in undertaking research and development work effectively, including a proven willingness to lead stakeholder engagement with industry stakeholders.
4. Proposed methodology/ies, including:

* Timetable of activities and achievements, including major stages and milestones
* Reporting procedures
* Involvement of users and/or customers
* Required involvement of ISC staff. Proposals should outline where assistance from ISC is required to ensure successful delivery.

**Budget**

Funding for this work will be through the MLA Donor Company. A 50:50 partnership will be taken, with the proponent’s contribution being matched by MLA. Please note, due to the nature of MDC funding, the matched contribution cannot be federal funding.

**Project management**

The project will be managed by ISC. The successful project proposals will be supported with input by a project team consisting of ISC Project Managers along with technical oversight from the ISC Technology team on an as-needs-basis.

Presentation of methodology, results and project updates will be required throughout the project at relevant ISC meetings.

**Timelines**

The proposed timeline will be taken into consideration upon review of proposals. Project funding timelines can range from 6 months to 2 years. Shorter proposals with discrete objectives will be looked upon favourably, however the ongoing support of project outcomes beyond the investment period must be demonstrated.

Proposals where continuous delivery and an iterative design and development approach is taken are preferred. Project milestones should consider how objectives can be delivered throughout the project to enable value and benefit to be realised throughout the project's lifecycle, rather than at the end.

**Project proposal submissions**

MLA requests that applications are concise and include clear methodology to support the scope being proposed.

MLA full applications must be lodged electronically as Word document to[**nleahy@integritysystems.com.au**](mailto:nleahy@integritysystems.com.au) (cc: **aburtontaylor@integritysystems.com.au)** along with other requirements of this tender document.

**MLA Full Applications must be received by 5pm (AESDT), Sunday 12th December 2021.**

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

**Further information:**

Naomi Leahy

Project Manager – Data & Insights

Integrity Systems Company

Phone: 0428 399 579

Email: [nleahy@integritysystems.com.au](mailto:nleahy@mla.com.au)

SECTION 4

* 1. MDC FUNDING AND WORK AGREEMENT TERMS

A copy of the MDC funding & work agreement is available on MLA’s website at [www.mla.com.au/about-mla/mla-agreements/](http://www.mla.com.au/about-mla/mla-agreements/).

SECTION 5

* 1. 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] 2021 ...............................................

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] 2021 ...............................................

Before me,

...............................................

Justice of the Peace/Solicitor

SECTION 6

* 1. ANNEXURE