

**All correspondence to:**

Meat & Livestock Australia Limited

ABN 39 081 678 364

PO Box 1961

North Sydney NSW 2059

**Request for tender**

***Strictly confidential***

Tenderer: Michael Lee

Group manager – Science and Innovation

Date completed: 12 October 2021

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 co-invest 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 5:00pm AEDT on Friday 12 November 2021 (Closing Date), to the Objective Measurement Adoption Call.

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 innovators and commercialisers to accelerate and launch MLAs initiative to drive adoption of Objective Measurement technologies for Australia red meat producers and processors.

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: Jack Cook – email: jcook@mla.com.au

Meat & Livestock Australia

PO Box 1961

North Sydney NSW 2059

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.**
        6. A completed MDC application form linked in the MLA current tenders page.

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 Jack Cook. 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
     1. Theme

Driving the adoption of Objective Measurement technologies for Australian red meat producers & processors.

MLA is seeking [co-investment proposals](https://www.mla.com.au/about-mla/what-we-do/mla-donor-company/) from businesses seeking to trial and adopt emerging objective carcase and/or live animal assessment technologies. Applications from MSA registered supply chains will be viewed favourably. Acknowledging that some technologies may not yet have achieved AUS-MEAT accreditation, the opportunity is open to all technologies for businesses to test and trial integration of developing equipment, integration of software to enable MSA grading outputs from these technologies to plant systems, including but not limited to those listed in table 1.

Each participant needs to consider:

* Integration of the selected technology into business workflows and business data management systems, including feedback to producers.
* How the technology will improve carcase grading and benefits that may be applied to procurement, production and marketing decision making.
* The project will require a comprehensive Final Report that captures the lessons learnt, including challenges encountered and solutions identified to improve opportunities for future adopters.

Table 1.

|  |  |  |  |
| --- | --- | --- | --- |
| Company | Description | Website | Key Contact |
| MIJ | Beef ribeye grading camera | https://www.wagyu.org.au/mij-digital-camera | Matt McDonagh  [office@wagyu.org.au](mailto:office@wagyu.org.au)  02 8880 7700 |
| E+V | Beef ribeye grading camera | https://www.eplusv.com/en/products/beef/vbg-2000 | Horst Eger  [Horst.Eger@eplusv.de](mailto:Horst.Eger@eplusv.de)  +49 3301 809822 |
| Beef yield camera |
| Frontmatec | Beef ribeye grading camera | https://www.frontmatec.com/en/front-page | Thomas Lauridsen  tla@frontmatec.com  +45 (404) 331 94 |
| BCC-3 Beef yield camera |
| Cedar Creek | VIAscan carcase grading system | https://cedarcc.com | Craig Daff  [craig.daff@cedarcc.com](mailto:craig.daff@cedarcc.com)  0417 732 248 |
| Master Beef | Beef ribeye grading camera | https://www.masterbeef.com.au | Darren Hamblin  [info@masterbeef.com.au](mailto:info@masterbeef.com.au)  0419 638 710 |
| MEQ | Lamb hot carcase IMF | https://www.meqprobe.com | Remo Carbone  [remo@availer.com](mailto:remo@availer.com)  +19 178 818 971 |
| Beef hot marble score |
| SOMA NIR | Lamb ribeye IMF measurement | N/A | Graham Gardner  [G.Gardner@murdoch.edu.au](mailto:G.Gardner@murdoch.edu.au)  0408 160 452 |
| Microwave | Lamb GR tissue depth | N/A | Graham Gardner  [G.Gardner@murdoch.edu.au](mailto:G.Gardner@murdoch.edu.au)  0408 160 452 |

Proposals

Each proposal submitted should include the following:

**Background**

Define the problem or opportunity that this project is aiming to address. You should cover the following:

* How has the project ‘come about’?
* What currently happens and what are the opportunities to improve?
* What alternatives have been investigated or are available? What happens in other industries?
* Experimentation/investigation work to date and assumptions defined from key stakeholder perspectives (not only you as research provider/partner) for “what jobs are to be done” to address the key research question(s)
* Value proposition and benefit to the red meat industry - describe the value proposition and benefit of this project to the red meat industry. This description should clearly convey the importance, relevance and feasibility of the proposed work to red meat producers and brand owners. Assumptions should describe the “known unknowns” in terms of product/service – market fit (desirability), technical/key activities (feasibility), and commercial resources (viability). Indicate how these were or will be calculated against a baseline current situation for “size of the prize” pitch.
* Demonstrate decisions informed through data and insights through more accurate data - Developing technologies that allow data capture, sharing and analysis across the value chain supports industry in building a data culture. It provides the foundation for alternative pricing options, which would enable producers to have greater access to data and feedback on the performance of their animals to inform production decisions.
* Targeted investment to address the industry’s big, complex challenges – Provide specific trait measurement feedback data to producer’s whilst helping them to improve market specification compliance and confidently supply product that aligns with consumer attributes.

**Project description and objectives**

The objective(s) should focus on outputs or outcomes related to a central research question or hypothesis and should not be confused with completion of work phases or milestones. Each objective should be specific, measurable, achievable, realistic, and time bound (SMART). You should consider the following:

* Project Outputs (products) - what this project will deliver or will contribute to, such as commercial products, traceability programs or web-based extension tools and calculators to name a few.
* Adoption related outcomes – relates to implications of project learnings/product uptake and impact to industry

**Task and methodology and any Background IP**

List Intellectual Property (IP) anticipated to arise from the project and expected ownership of this project IP as a percentage. List any relevant Background IP and its ownership that will be required for the project. Where applicable, an IP register should be reviewed by MLA and the partner at prescribed go no go decision points.

If the objective for the project is for outputs to be licensed (R&D, extension, teaching purposes), sold or otherwise commercially exploited, please provide details on any initial commercial discussions (if any), the sector/type of commercial partner required and any current obligations over the IP by any commercial interests. MLA has existing Terms sheets and intent to commercialise documents that can be shared during project application development.

**Overall Budget – Fees, expenses**

The project budget is recorded as GST exclusive in AUD unless stated otherwise. MLA will pay GST, in addition to the budget, on presentation of a tax invoice from the contracted party. The budget planning spreadsheets used to calculate costs must be presented. MLA does not have a preferred template for budget planning but welcomes use of GANNT charts outlining resource allocations against key milestone activities. Within your budget planning spreadsheet:

* Provide an explanation of each line item, how this was calculated and how this expenditure relates to achieving the project outcomes.
* Note the value of and describe how non-MLA contributions (cash and in-kind) support the proposed project.
* Include a breakdown of any institutional overhead charges and their contribution to the project.

**Milestone Table with key descriptions of activities, timelines and cash flow**

Project deliverables and budget are split into a series of milestones within the contract schedule. Each milestone should define:

* The work that will be completed, in terms of measurable achievement criteria relating to the successful delivery of the milestone (e.g. installation of equipment, completion of a 30-day trial, desktop study completed, training course satisfactorily completed).
* Identify go/no go decisions at project review points throughout the project. These decision points are designed to allow the parties to review a milestone outcome and agree on whether to progress the project to the next stage (e.g. at the completion of initial feasibility studies) as per the prescribed resources and scope.
* Start and finish dates for that milestone. This defines the work to be completed during that time and expected costs.
* Service provider who will undertake these activities. If multiple service providers are involved, each should have an appropriate set of milestones.
* Breakdown of costs for that milestone between salaries, wages, subcontractor fees and expenses or capital items.
* All milestone reports must be submitted to MLA two - four weeks prior to the listed contracted milestone date to ensure adequate time for MLA to review and approve the milestone, where relevant the partner address any amendments and close out invoicing.
* Payments are linked to the successful completion of milestones and upon receipt of a tax invoice for payment.
* An MLA milestone template should be used, contact your MLA project manager for a copy.
* Avoid milestone submission dates between 15 May and 30 June if possible due to EOFY impost.
* The amount of the final milestone payment on acceptance of a final report should be adequately weighted at 20% or more of the total budget.
  + 1. Expenditure

Successful partners must commence their MDC project no later than the 1st February 2022 and conclude by 1st December 2022. The project total budget should not exceed $250,000.00 (including MDC access fee) and at least 70% of this expenditure should occur before 30-June-2022.

SECTION 4

* 1. MDC FUNDING AND WORK AGREEMENT TERMS

A copy of the MDC funding & work agreement is available on MLA’s website at <https://www.mla.com.au/general/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