

**All correspondence to:**

Meat & Livestock Australia Limited

ABN 39 081 678 364

PO Box 1961

North Sydney NSW 2059

**Request for tender**

***Strictly confidential***

**Stocktake and investigation of sustainability data and metrics for the Australian cattle 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 body corporate 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. Invitation

MLA invites interested parties to submit tenders by 5.00pm on 23 July 2021 (Closing Date), to Assess and review current and potential indicators and associated data for sustainability priorities in the Australian beef 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 assessing and reviewing current and potential indicators and associated data for sustainability priorities in the Australian beef industry. Each tenderer must provide a statement detailing how it would meet MLA’s requirements in Section 3.

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: Jacob Betros

Meat & Livestock Australia

PO Box 2363

Fortitude Valley, QLD 4006

Or via email: [jbetros@mla.com.au](mailto:jbetros@mla.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 Jacob Betros – E: jbetros@mla.com.au P: 0417 450 962. 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. 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. 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**

The Australian Beef Sustainability Framework (ABSF) was developed by the Australian beef industry to meet the changing expectations of customers, consumers, investors, and other external stakeholders. This is achieved by identifying opportunities for the beef industry to improve and to showcase its sustainability credentials, through tracking performance against industry priorities.

Since its launch in 2017, considerable work has been undertaken to optimise indicators and collect the data to map industry’s performance. This is achieved through extensive consultation and industry programs outlined in this update. The result is a customer-facing document which aims to:

* Promote industry transparency and progress to customers and the community,
* Advise industry investment for continuous improvement in areas most important to our customers and stakeholders,
* Help protect and grow access to investment and finance by providing evidence of performance and continuous improvement,
* Foster constructive relationships with stakeholders to work collaboratively on continuous improvement.

The Framework does not:

* Establish or endorse measurement systems at an individual business level,
* Provide an accreditation or certification system,
* Endorse prescriptive management practices,
* Create additional paperwork for individual businesses.

The ABSF is driven by industry, and led by an independent Sustainability Steering Group (SSG). Peak Industry Councils (Australian Livestock Exporters Council, Australian Lot Feeders’ Association, Australian Meat Industry Council, and the Cattle Council of Australia) provide valuable oversight of the ABSF. Guiding principles, governance, and further history of the ABSF are available on [www.sustainableaustralianbeef.com.au](http://www.sustainableaustralianbeef.com.au) .

After five years of operation, and on the completion of the [Materiality Review](https://www.sustainableaustralianbeef.com.au/globalassets/beef-sustainability/documents/26850-absf-materiality-report_web.pdf), the SSG is seeking to review and refine the indicators and data available in the beef industry, relevant to the 24 priorities.

**Project description and objectives**

The beef industry is continuously evolving to adopting proactive, transparent, and co-ordinated approaches to meet customer and community expectations. As part of this process, the industry needs a clearer understanding of what data are currently available across the key areas of sustainability and to determine what indicators are most relevant.

Over the last decade industry has seen different issues gain prominence at different times, including industry profitability, carbon, water, animal welfare, nutrition, rural community health and natural resource management. Therefore, indicators must be developed that can reliably provide an indication of the sustainability of the livestock industry - this will include issues that are material to the industry now and that are likely to be in the next 5-20 years.

A review of the existing issues that are material to the industry has been completed, and 49 indicators currently exist in the ABSF as a starting point for the consultant. The themes reviewed are ‘Economic Resilience’, ‘Environmental Stewardship’, ‘Animal Welfare and ‘People & the Community’.

The existing indicators and their sources are available in the 2021 Annual Update, and more information can be provided upon request. It is intended that this work will form the starting point for the consultant. There are multiple data sources relevant to this project residing with industry and government at differing scales, while data quantity and quality varies across the supply chain. The processing, feedlot and live export sectors have developed data collection systems, while the on-farm sector has difficulties in collecting meaningful national data.

It is expected that the project include:

* A full stocktake and analysis of what data could underpin meaningful performance measures,
* A gap analysis against what data is available and/or what could give rise to meaningful measures; and,
* Identification of data gaps (for performance measures), and suggestions of how data may be collected in the future.

The boundary for the data is all on-farm practices through to the point where beef products leave the processor, or in the case of live export, where cattle leave the port in destination countries.

**Task and methodology**

The consultant – in collaboration with industry bodies – should undertake, but not be constrained by, the following tasks:

* Determine what data currently exists within the industry and externally and indicate the provider of data and frequency of reporting,
* Where data is available at no-cost, capture the data,
* Where data is available at a cost, report on the likely cost,
* Where data is available, but may be protected, gain understanding if this could be somehow utilised
* Where no data exists, suggest how it can be developed/what potential data could be,
* Identify indicators where data can be collected without excessive cost or imposition,
* Identify indicators that are meaningful, measurable, quantifiable and demonstrate industry’s commitment and performance against identified priorities,
* Where an indicator is deemed not relevant from the draft indicators provided by MLA, explain why,
* Where an indicator is missing, explain why and explore potential data sources,
* Propose whole-of-industry, sector-specific or geographic indicators depending on what is deemed most appropriate and provide explanation why,
* Indicate how the indicators and data sets may be improved in the future. This may include greater use of on farm measures.
* Liaise with Peak Industry Councils to understand specific data nuances and requirements relevant to each sector of the beef industry.
* Increase engagement with producers/industry for more submissions of annual survey.

The project report will detail outputs, which must include:

* A final report for the project using MLA’s templates (MS Word in the MLA template) and relevant MS excel spread sheets,
* A summary of the findings of the project,
* Annexures containing detailed analysis,
* A PowerPoint presentation summarising the results.

It is anticipated that a full project plan will be discussed in detail at the commencement of the project, including agencies and organisations to seek guidance from on potential data sources.

**Budget**

The proposal should indicate the total cost of completing the project. It is also possible to incorporate a separate fee for travel, which will be reimbursed based on actual expenditure. An estimate of this cost should be included. Payment of fees will be fully dependent upon MLA’s acceptance of milestone completion. The proposal should include reference to milestones and a schedule of payments as required.

**Timelines**

The timing of the project should be based on the project being completed in the shortest timeframe possible. Suitable milestones will be negotiated in the contract schedule.

Ideally a completion date prior to December 2021.

**Requirements for the tender**

Proposals must be well presented and address these Terms of Reference in full. The successful applicants will be selected on their ability to:

* Demonstrate excellent knowledge and experience in conducting assessments of data across the beef supply chain or similar,
* Experience in sustainability reporting,
* Understand the project issues as they relate to the beef and wider red meat industry,
* Demonstrate excellent communication skills,
* Offer a team with the requisite skill and experience base to provide a high degree of certainty to the project outcomes,
* Demonstrate a willingness to work closely with industry and MLA personnel during the project,
* Provide a methodology that will fulfil the objectives of the project within a clear timeframe,
* Display innovative approaches to the project,
* Prepare the results in a format suitable for submission to MLA,
* Value for money,
* The proposal must indicate details of those persons who will be involved in the project.

**Resources Required**

The proposal should include all resources required to undertake the work.

The Consultant must not make contact directly with industry prior to being appointed, at which time agreement will be made on who is able to assist in background prior to exploring available data.

**Confidentiality & IP**

Access to personnel and information will be provided subject to the work remaining confidential between the consultant and industry service providers: MLA, AMPC and LiveCorp.

Intellectual property developed as a result of the consultancy will remain the property of MLA.

The successful applicant will be required to enter into a standard MLA consultancy agreement and will be required to submit regular milestone reports and a final report against an agreed work plan.

**Further Information**

Jacob Betros

Manager – Beef Sustainability

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

0417 450 962

SECTION 4

* 1. MLA’s CONSULTANCY TERMS

A copy of MLA’s consultancy agreement is available on MLA’s website at [www.mla.com.au/mla-agreements](http://www.mla.com.au/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