

**All correspondence to:**

Meat & Livestock Australia Limited

ABN 39 081 678 364

PO Box 1961

North Sydney NSW 2059

**Request for tender**

***Strictly confidential***

j21000

Replacement of vacuum pack inserts

Tenderer: Ian Jenson

Date completed: 12 December 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.

Version 1.3 112020

TABLE OF CONTENTS

SECTION 1 3

1. INTRODUCTION AND INSTRUCTIONS 3

1.1 MLA 3

1.2 MDC’s role 3

1.3 Invitation 3

1.4 Tenders 3

1.5 Ownership of tenders 4

1.6 Disclosure 4

1.7 Questions 4

1.8 Extension of Closing Date 5

1.9 Discussion and public statements 5

1.10 Conflict of interest 5

1.11 Project access fee 5

1.12 Budget information 5

1.13 Tender validity period 6

1.14 Applicable law 6

1.15 Privacy 6

1.16 MLA’s rights 6

1.17 Costs 7

1.18 Binding agreement 7

1.19 Selection process 7

SECTION 2 8

2. TENDERER INFORMATION 8

2.1 Details of tenderer 8

2.2 Funding eligibility 8

2.3 Pricing 8

2.4 Proposed subcontractors and suppliers 8

2.5 Insurance 8

2.6 References 9

SECTION 3 10

3. SPECIFICATION 10

SECTION 4 11

4. MLA's UMBRELLA RESEARCH TERMS 11

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 17:00 Eastern Australian Summer Time (Sydney) on 12 January 2022 (Closing Date), to propose replacements for vacuum pack inserts.

* + 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 replacement of vacuum pack inserts. 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:

Dr Ian Jenson

ijenson@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 Dr Ian Jenson. 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

**Description of vacuum-packed product**

Beef or lamb primals (piece of meat initially separated from the carcass of an animal during boning/fabrication) that are to be stored, transported, and sold in a chilled or frozen form, are most often vacuum packed (which enables a long shelf life) prior to packing several primals into a cardboard carton. Generally, the identity of the product may subsequently be confirmed by reference to a company identifier (e.g. logo) incorporated into the vacuum-packaging film, and to the label on the carton (outer label). Some countries require data about the product to be included on, or within, the inner vacuum packaging.

**Process details**

The primals may have a combination of fat surface,a lean surface and bone. The product will be chilled prior to packing. The meat must remain suitable for human consumption and various regulations control the level of bacterial and chemical contaminants (including inks, colours and dyes) and residues of agricultural and veterinary chemicals.

The packaging film is multi-layer polymer providing low oxygen and moisture transmission rates and mechanical strength. The materials used are regulated in some jurisdictions because they come into contact with food. The film can be formed into a bag, or formed in plant from film, ready to have product inserted.

Vacuum-packing equipment is highly automated, and able to pull a vacuum and seal many items per minute. The quality of air removal, minimisation of creases than may harbour air, and effective sealing are critical to the long shelf life of the product.

Carton labels must accurately describe the product in the carton, and contain prescribed data (https://www.mintrac.com.au/online/barcodes/menu9\_3.asp). GS1 compliant barcodes are used by almost all Australian processors.

The 'inner label' is on or in the vacuum bag and may be required by importing country regulation to have details of the establishment where the product is packed, date of slaughter and/packing, batch numbers, logos, and translations into the importing country language as well as English. These are frequently paper or plasticised labels printed for each lot of product in suitable ink which need to be manually inserted. They are often printed in bulk prior to the start of production rather than at the time of use.

**The problem**

The current process relies heavily on human input and is subject to failure from time to time. The generation of inner labels prior to a packing run and the manual nature of the process of inserting labels and then packing the primals into outer cartons can lead to mislabelling and mispacking of primals into cartons. Either way this leads to increased complexity and costs. It also means that the product becomes ineligible for diversion to other markets unless that label is removed as some markets object to languages different to their own on the inner label.

**Challenge**

Devise the most efficient means of identifying lots of primals permanently from packing through to final sale of the primal that provides acceptable food safety (for example, chemical contamination from inks etc). In the first instance the specific label requirements of importing countries do not need to be considered in detail, but the devised approach should be able to accommodate the amount of information typically required (2-3 dates, 1-2 company names and identification, bilingual).A solution to the problem of making available the required data should the intended destination of the product change should also be considered.

**Requirements for the tender**

It is MLA's intention that this project will be funded through the MLA Donor Company, which requires 50% of the required funds to be provided by the industry partner.

MLA is not able to match funds sourced from other Australian Federal Government programs and may only be able to match funds from Australian State Governments under limited circumstances. A statutory declaration must be provided clarifying the source of funds. Funding sources may include the following:

* Australian or International partners (funding directly provided by partner).
* Levy funds collected by other Research and Development Corporations (e.g. AMPC)
* Commonwealth (funding provided by the Commonwealth can be used in the project though not matched).
* State (funding provided by State governments which may be able to be matched under some conditions).

Applicants must be aware of how the MLA Donor Company funding arrangement operates by reading the materials available at the following page of MLA's website and completing an MDC application form available on MLA's website at[MLA Donor Company | Meat & Livestock Australia](https://www.mla.com.au/about-mla/what-we-do/mla-donor-company/)

**Task and methodology**

Proposals should be staged, depending on the level of confidence that the proposer has with the technology. Design-led thinking approaches to experiments to answer critical technological questions are encouraged.

Meat export/import authorities should not be approached regarding this challenge; at this stage only the technological possibilities are being considered

**SECTION 4**

* 1. MLA's UMBRELLA RESEARCH TERMS

A copy of MLA's umbrella research agreement is available on MLA’s website at <https://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