

**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: [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 5pm on 15 April 2022 (Closing Date), to assist the MLA Board Selection Committee in its Director recruitment process.

* + 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 MLA’s Board recruitment. 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: Joanne Taylor-Craig

Meat & Livestock Australia

Via email to: companysecretary@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 Joanne Taylor-Craig – Company Secretary at companysecretary@mla.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. 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**

* + 1. MLA is governed by a board of 10 directors with a broad range of skills, experience and expertise to work with industry to set strategic priorities for the company and to approve and monitor progress against MLA’s Strategic Plan 2016–2020. It evaluates performance and budgets, overseas risk management and compliance and ensures the company abides by its obligations under the Red Meat Industry Memorandum of Understanding, MLA’s Funding Agreement with the Commonwealth of Australia, and under corporations law. Many Directors are also producers and members of the company.
    2. The Managing Director is the only executive director and appointed by the Board. Otherwise Directors are nominated through the MLA Selection Committee and appointed by members at MLA AGMs for a three year term. After such term a director may reapply for a position on the Board in the same way as other candidates. The Chair of the Board was elected by the Board in 2011 and is an independent director.

*Role of the MLA selection Committee*

* + 1. The role and composition of MLA’s Selection Committee is set out in section 5 of MLA’s Constitution (extract annexed). Broadly, the role of the Selection Committee is to report to MLA members on the suitability of candidates for election or re-election to the office of director of MLA.
    2. The Selection Committee is tasked to assess candidates against a range of criteria, including experience and skills, personal qualities and their available time commitment. In accordance with good governance practice, appropriate checks of each candidate are undertaken before each nominee is put forward to members as a candidate for election, as a director.
    3. The Selection Committee has nine members. The cattle, lot feeder and sheepmeat peak councils each appoint one member; two non-voting members are MLA directors and the remaining four members are elected at the MLA AGM for a three year term.
    4. The MLA Directors are non-voting members of the Selection Committee and their role is to assist the Selection Committee with insights into the dynamics of the MLA Board as well as to provide commentary on the skills and experience required of director candidates for selection in 2022.

*MLA Constitution – Fields of Expertise*

* + 1. Article 5.4(d) of MLA’s Constitution requires that in determining whether to endorse a candidate, the Selection Committee must have regard to certain factors, including any “field or fields nominated by the directors”. Article 5.4(d) states that:

*In determining whether to endorse a candidate for re-election or election to the office of director the Selection Committee must have regard to the qualifications of the candidate relevant to, or the experience of the candidate in, one or more of the following fields:*

1. *livestock production;*
2. *business management;*
3. *finance;*
4. *the promotion of products;*
5. *the international marketing of products;*
6. *administration of research and development;*
7. *commercialisation of the results of research and development;*
8. *conservation and management of natural resources, and environmental and ecological matters; and*
9. *any other field or fields nominated by the directors,*

*and to the extent to which all the directors collectively would possess an appropriate mix of the qualifications and expe*rience in the fields referred to in this article 5.4 (d).

*Board skills guidelines*

* + 1. Since 2012, the MLA Board and Selection Committee have used a skills matrix to identify the key skills and industry knowledge areas required for balance in a skills based board. This skills matrix has defined, in great detail, expertise required across the MLA Board and MLA subsidiary companies.
    2. As part of the Board’s annual process each director undertakes a self-assessment against the criteria and a report of the consolidated information from each director is provided to the Selection Committee to inform their assessment and selection of candidates each year. The required skills in a given year depend on the directors who have completed the three year term.
    3. In accordance with article 5.4(c) each year the MLA Board provides a report to the Selection Committee on the views of the Board about the qualifications and experience of candidates to be considered and endorsed by the Selection Committee for re-election or election to the office of director.

**Project description**

* + 1. To assist the MLA Selection Committee with sourcing candidates who not only have the right skills, knowledge and experience for a board vacancy but who are also a good cultural fit for the board, for MLA and for industry.

Budget

* + 1. A budget is not specified for this contract. An itemised costing needs to be provided by the tenderer to enable flexibility in discussions to determine the suitable consultant. Competitive quotes are sought, and cost will be one factor that will be taken into account in selecting the successful proposal.

**Project Management**

3.13Demonstrate the capacity of the consultant to commence and manage the project within the required timeline.

3.14 An agreement based on a standard MLA contract is required to be signed by both parties before commencement of work by the successful tenderer.

**Timelines**

* + 1. Submissions are requested by 15 April 2022.
    2. The successful tenderer will be selected by 22 April 2022.
    3. The following timeline is proposed for the MLA Director Selection process with dates to be confirmed:

| **DATE & TIME** | **LOCATION** | **MATTER** |
| --- | --- | --- |
| Friday 1 April 2022 | DEADLINE ONLY | * Final date for determination of retiring directors. |
| Tuesday 3 May 2022  9:00 am – 12:00pm | MLA offices,  North Sydney | * Election of Selection Committee Chair * Overview of Committee’s role and responsibilities * Committee to discuss and agree on process for 2022. * Directors retiring from office at the 2022 AGM to be discussed. The MLA Directors will advise the Selection Committee which members are retiring and provide the Board’s input into the skills required. * The Committee will discuss the qualities they will be seeking in candidates as part of the recruitment process. * Committee will meet with recruitment consultant and agree on the position description and recruitment and selection processes. |
| Monday 16 May 2022 | DEADLINE ONLY | * Applications to be called for. |
| Friday 20 May 2022 | DEADLINE ONLY | * Selection Committee members to provide a list of potential candidates to recruitment advisor |
| Friday 17 June 2022 | DEADLINE ONLY | * Final date for applications from advertisement. * Retiring Directors must have advised intention to re-stand. |
| Wednesday 22 June 2022 | DEADLINE ONLY | * Full list of candidates circulated. |
| Wednesday 29 June 2022  10am (max 1 hour) | VIDEOCONFERENCE | * Discussion to see if further candidates should be sought |
| Friday 8 July 2022 | DEADLINE ONLY | * Final date for acceptance of any new candidates through search process |
| Friday 15 July 2022 | DEADLINE ONLY | * Full list of candidates circulated |
| Thursday 28 July 2022  8:30am – 5:00pm | MLA offices,  North Sydney | * Committee to meet with recruitment consultant to agree on shortlist. Any retiring Directors re-standing will be added. |
| Wednesday 17 & Thursday 18 August 2022  8.00am – 5.30pm each day | MLA offices,  North Sydney | * Committee to meet to interview short-listed candidates and choose candidates. |
| By 23 December 2022 | DEADLINE ONLY | * Committee to respond to Circular resolution in order to fulfil the requirements of section 5.4 of MLA’s Constitution. This is a procedural matter to fix the 2023 dates by which:   + directors retiring from office must be determined; and   + notices from candidates for election and re-election must be received |

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] 2022 ...............................................

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] 2022 ...............................................

Before me,

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

Justice of the Peace/Solicitor