

# Attachment B-4 Grievance Process

## RFT 2018.4 GRIEVANCE PROCESS

### 1 Objectives

- 1.1 VicForests aims to provide a framework for raising and dealing with Grievances which may arise from the RFT Process.
- 1.2 The broad objectives of the Grievance Process for all stakeholders are to:
  - (a) provide an efficient, clear, fair and accessible mechanism for dealing with issues which may arise from the RFT Process; and
  - (b) ensure that the determination of any Grievances, and the RFT Process itself, has been conducted properly.
- 1.3 VicForests will engage an appropriately qualified person as the Probity Officer to oversee this Grievance Process.

### 2 Interpretation

#### 2.1 Definitions

In this document unless the context otherwise requires:

**Aggrieved Candidate** means a Candidate who submits a Grievance.

**Business Day** means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993* (Vic) in Melbourne).

**Contract** has the same meaning as given to it in the RFT.

**Grievance** means the complaint by a Candidate in connection with the RFT Process.

**Grievance Panel** means the panel established by VicForests set out in **paragraph 4**.

**Grievance Procedure** means the procedure set out in **paragraph 5**.

**Probity Officer** means the person or organisation engaged by VicForests pursuant to **paragraph 1.3**

**Request for Tender or RFT** means the VicForests' Expression of Interest (RFT 2018.4) and any other documents so designated by VicForests including all schedules, exhibits and annexures, and as amended or replaced from time to time.

**RFT Manager** means the person designated by VicForests to be in charge of the VicForests RFT Process.

**RFT Process** means all aspects of a process which consists of the following phases:

- a. the issue of the RFT to potential Candidates;
- b. an evaluation process undertaken following the submission by the Candidate of the Proposal;

c. the notification of the outcome to the Candidate following the evaluation referred to in paragraph (b);

and

d. awarding of the Contract; or

e. the termination of the RFT Process described in the RFT

whichever occurs first, but excluding:

f. any discussions, correspondence and exchange of documentation prior to the issue of the RFT to the Candidate by VicForests.

**Candidate** means an interested person or company that makes a Submission through the RFT.

**Submission** means the document(s), electronic files and/or forms lodged by a Candidate in response to the RFT, containing details regarding the Candidate and their proposed provision of Services in accordance with the RFT

## 2.2 Interpretation

Unless expressed to the contrary, in this document:

(a) words in the singular include the plural and vice versa;

(b) a gender includes the other gender;

(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;

(d) "includes" means "includes without limitation";

(e) a reference to a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority and includes the person's legal personal representatives, successors, assigns and persons substituted by novation; and

(f) if the date on or by which any act must be done is not a Business Day, the act must be done on or by the next Business Day.

## 2.3 Headings

Headings do not affect the interpretation of this document.

## 3 Submission of Grievance

3.1 Grievances about the RFT Process must be submitted to the RFT Manager in writing, by email to the address specified in the RFT.

3.2 The Grievance must be received by the RFT Manager immediately upon the cause of the Grievance arising or becoming known to the Aggrieved Candidate or at the latest by 5.00 pm on the Business Day which is 2 Business Days after the Candidate has been advised of the outcome of their Submission.

3.3 The Grievance must set out:

(a) the basis for the Grievance (specifying the issues involved);

- (b) how the subject of the Grievance (and the specific issues) affects the Aggrieved Candidate;
- (c) any relevant background information; and
- (d) the outcome desired by the Aggrieved Candidate.

3.4 All Grievances will be acknowledged by the RFT Manager via return email.

#### 4 **Grievance Panel**

4.1 Grievances will be determined by a Grievance Panel that consists of the following:

- (a) Chief Executive Officer of VicForests;
- (b) the General Manager Commercial Resources of VicForests and/or the General Manager Operations of VicForests;
- (c) Suitably qualified person external and independent of VicForests who has knowledge of procurement processes; and
- (d) if considered appropriate, any other person nominated by the Chief Executive Officer of VicForests.

4.2 Grievances will be determined by the Grievance Panel in accordance with the Grievance Procedure in **clause 5**.

4.3 Each Aggrieved Candidate acknowledges that the Grievance Panel is empowered and authorised to determine Grievances.

#### 5 **Grievance Procedure**

5.1 Upon submission of the Grievance by the Aggrieved Candidate, the RFT Manager will contact the Aggrieved Candidate to arrange for a time convenient to the Aggrieved Candidate to make an oral submission to the Grievance Panel.

5.2 The Grievance Panel will hear oral submissions

- (a) at the office of VicForests on the date(s) notified to the Aggrieved Candidate;
- (b) by
  - (i) the Aggrieved Candidate; and
  - (ii) any other person the Grievance Panel considers appropriate;
- (c) which must be made:
  - (i) in person; or
  - (ii) represented by a representative in person; or
  - (iii) by telephone if the Aggrieved Candidate is unable to attend in person; and
- (d) that are to be no longer than 45 minutes in duration.

5.3 The Probity Officer shall be entitled to be present when oral submissions are made by an Aggrieved Candidate to the Grievance Panel and may only participate to the extent contemplated by this Grievance Process or otherwise as permitted by the Grievance Panel.

- 5.4 The Grievance Panel may allow any other person it considers appropriate to attend the hearing of oral submissions and/or any other part of the Grievance Process.
- 5.5 The Grievance shall be determined having regard to the following factors only:
- (a) the operation and content of the RFT;
  - (b) any documents executed by the Aggrieved Candidate relevant to the RFT Process;
  - (c) the Aggrieved Candidate's participation in the RFT Process;
  - (d) the operation of the RFT Process or any part thereof;
  - (e) any information provided by external consultants engaged by VicForests to provide assistance and advice to VicForests on the operation of the RFT Process or any part thereof;
  - (f) any recommendations made by the Probity Officer; and
  - (g) any other matters the Grievance Panel considers relevant.

## 6 **Final, binding and conclusive**

- 6.1 Determination of a Grievance by the Grievance Panel shall be final, binding and conclusive on the Aggrieved Candidate upon notice to the Aggrieved Candidate.

## 7 **Confidentiality**

- 7.1 Each Aggrieved Candidate authorises and consents to the use of any personal information provided in connection with the rules of the RFT Process for the purposes set out herein, subject only to *Information Privacy Act 2001 (Vic)* and any other applicable legislation. Without limiting the foregoing, such information may be used by the Grievance Panel as reasonably necessary to determine any Grievance.
- 7.2 The Grievance Panel and each Aggrieved Candidate have the right to maintain as confidential the Grievance, application of the Grievance Procedure and the determination of the Grievance.