



Request for Tender (RFT)

Regeneration Mechanical Disturbance and Floating Services 2018-2019

20th November 2018

This RFT consists of the following parts:

Part A: General – specifies general information and terms and conditions that apply to the Tender Process;

Part B Detail – describes the detail of the Lots for which VicForests invites Tenders from interested parties (Tenderer); and

Part C Response – specifies the information to be provided and templates to be used in submitting a Tender.

The Closing Time for the lodgement of Tenders is 9.00am Monday 17th December 2018.

All communication relating to the RFT or the Tender Process must be directed to the Tender Manager via email: karen.doherty@vicforests.com.au

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Part A - General

1. Background

VicForests was established by the Victorian Government in August 2004 as an independent, commercial entity responsible for the sustainable harvest and sale of timber from state forests in eastern Victoria, which includes the regeneration of harvested coupes.

A competitive tender is generally considered to be the most appropriate, fair and transparent mechanism to establish ongoing commercial arrangements with external service providers.

This RFT relates to mechanical disturbance Contracts for approximately 110ha within the North East Region.

In addition to the Lots being tendered, Tenderers may be offered (but are not guaranteed) additional work. Any such additional work will be paid at hourly rates agreed between the successful Tenderer and VicForests.

2. Objectives

As a State Business Corporation, VicForests has autonomy in the commercial decisions it makes for the procurement of contracted services and the development of an open and competitive tender system.

VicForests intends to conduct this process in a manner consistent with the Victorian Government procurement policy and priorities. Accordingly, this RFT reflects the Victorian Government Purchasing Boards' ("VGPB") purchasing principles of:

- value for money;
- open and fair competition;
- accountability;
- risk management and
- probity and transparency.

3. Timetable

Activity	Date(s)
Release of RFT and Commencement of the Tender Process	20 th November 2018
Group Briefing Session & Field Inspection	10th December 2018
End of period for Tenderer's questions or requests for information	12 th December 2018
Closing Time for Tenders	9.00am 17th December 2018
Notification of successful Contractors	21 st December 2018
Commencement of Contracts	1 st February 2019

4. Eligibility Criteria

To be eligible for consideration, Tenderers must:

- have demonstrated experience in regeneration site preparation contracting or similar works; and
- operate under a legal entity with an ABN and ACN; and
- have an effective Safety Management System; and
- machine operators hold a current Forest Operator Licence (FOLS); and
- have equipment that is suitable for the work being tendered as determined by the Tender Evaluation Team.

5. Briefing Session

The purpose of the Briefing Session will be for VicForests to explain the Tender Process and VicForests' expectations, as well as to register any issues requiring further clarification or explanation. A summary of questions asked and responses is expected to be e-mailed to potential Tenderers. Nonetheless potential Tenderers may find attendance at the Briefing Session useful for obtaining further information.

Attendance at the briefing session is compulsory for Tenderers who have not worked for VicForests in the past. Attending the Briefing Session is not compulsory if the Tenderer has conducted similar work for VicForests in the past.

The Briefing Session will be in Alexandra on Monday 10th December 2018.

Should you wish to attend a briefing session you must RSVP no later than the day before to the Tender Manager Karen Doherty (karen.doherty@vicforests.com.au) in order to confirm the Briefing start time.

6. Group Field Inspection

The purpose of the group field inspection is for VicForests to show examples of the environmental conditions contractors will be working their machines in. For contractors who have not previously conducted mechanical disturbance operations for VicForests in the past this field inspection is compulsory. VicForests will not accept tender submissions from contractors who are required but unable to attend the field inspection. VicForests is not in a position to offer additional field inspections beyond the dates provided.

The Group Field Inspection will be in the Toolangi State Forest on Monday 10th December 2018 and will commence following the briefing session.

Should you wish to attend the Group Field Inspection you must RSVP no later than the day before to the Tender Manager Karen Doherty (karen.doherty@vicforests.com.au) in order to confirm the Field Inspection start time and location.

6. Communication during the Tender Process

6.1 Tender Manager

All communications relating to the Tender Process and this RFT must be directed to the Tender Manager Karen Doherty via email: karen.doherty@vicforests.com.au

6.2 Registration of Tender Details

All potential Tenderers are requested to provide their email address details to the Tender Manager via the email address: **karen.doherty@vicforests.com.au** as soon as possible after release of the RFT in order to receive any communications from the Tender Manager before the Closing Time for Tenders. Failure to provide e-mail address details will not disqualify a Tenderer, but may result in Tenderers not receiving additional information.

6.3 Requests for Clarification or Further Information before Closing Time

Any questions or requests for further information or clarification of the Tender Process, this RFT or any other document issued in connection with the RFT must be submitted to the Tender Manager by email by 12 December 2018.

VicForests will use reasonable endeavours to respond to any submitted questions by email to the email address of the Tenderer (as notified to the Tender Manager). However, VicForests reserves the right at its discretion to not respond to any query.

Except where VicForests is of the opinion that issues raised apply only to an individual Tenderer, questions submitted and answers provided will be made available to all Tenderers who have submitted an e-mail address at the time via an email response from the Tender Manager **karen.doherty@vicforests.com.au**. VicForests will not identify the source of the question submitted.

In relation to operational and procedural aspects relating to the RFT and the Tender Process, Tenderers may only rely on responses provided from the Tender Manager (by email). Under no circumstances should Tenderers rely on such responses as constituting legal or financial advice.

Any other forms of communication are not to be relied on for the preparation of individual Tenders.

6.4 Communications between Tenderers and VicForests

(a) Unauthorised Communication

Other than as expressly set out in this RFT, Tenderers are not to communicate with VicForests staff or agents of VicForests in relation to their Tender or the Tender Process. Tenderers may communicate with VicForests staff or its agents to the extent that such communications do not relate to this RFT or the Tender Process. Where a Tenderer seeks the advice or assistance of a VicForests staff member or agent (who is not involved on behalf of VicForests in relation to the Tender Process) to assist the Tenderer with its submission, the Tenderer should first ensure that the VicForests staff member or agent has made a conflict of interest declaration and provided it to the Tender Manager. The Tenderer must also seek the prior consent of the Tender Manager to seek such assistance. A Tenderer can only make use of the assistance of a VicForests staff member or agent if the Tender Manager, at its discretion, gives consent to such communications and assistance, which may be subject to any specific conditions that seek to ensure that the Tender Process is equitable and fair for all Tenderers.

(b) Improper Assistance

Tenderers must not engage in any activities that may have the effect of, or may be perceived as having the effect of, influencing the outcomes of the Tender Process in any improper way.

(c) Remedies

In addition to any other remedies available to it under the common law or in contract, VicForests may, in its sole and absolute discretion, disqualify a Tenderer that it reasonably believes has engaged in unauthorised communications, obtained improper assistance or influenced the outcomes of the Tender Process in any way.

6.6 Anti-competitive Conduct

Tenderers and their respective employees, agents and advisers must not engage in any collusion or anti-competitive conduct with any other Tenderer in relation to the preparation, content or lodgement of their Tender.

In addition to any other remedies available to it under the common law or in contract, VicForests may, in its sole and absolute discretion, immediately disqualify a Tenderer that it reasonably believes has engaged in such collusive or anti-competitive conduct.

This section is not intended to prevent Tenderers from arranging to work as sub-contactors to other Tenderers, or creating a separate or joint contracting entity.

6.7 Confidentiality

For the purposes of ensuring the integrity of the Tender Process, the Tenderer acknowledges and agrees that all information contained in the submitted Tender is confidential. The Tenderer must ensure that all officers, employees and agents of the Tenderer keep all Tender information confidential.

6.8 Grievances regarding the Tender Process

Tenderers should refer to the Grievance Procedure set out in **Appendix (ii)**.

7. Responding to the RFT

7.1 Tender Types

Tenderers are permitted to submit Tenders for any Lots as:

- one Lot (**an Individual Tender**); or,
- multiple Lots that will be awarded together (**Combined Tender**)

Each Individual or Combined Tender submitted by a Tenderer will be individually assessed

7.2 Individual Tender

Tenderers may wish to bid on one Lot individually or on several Lots individually.

For example: Tenderer "X" could submit the following separate Tenders:

- Tender 1 – Lot 1 *Black Range dozer (Individual Tender)*
- Tender 2 – Lot 3 *Toolangi dozer north (Individual Tender)*

- Tender 3 – Lot 4 Toolangi dozer mid (Individual Tender)
- Tender 4 – Lot 5 Toolangi dozer south (Individual Tender)

In this example Tenderer “X” is bidding for and could be awarded (if successful) either: Lot 1, Lot 3, Lot 4, or Lot 5 awarded separately or any combination of these.

7.3 Combined Tender

To allow Tenderers to express interest for multiple Lots in a single Tender, a combined Tender for multiple Lots is permitted.

Where Combined Tender are submitted and awarded VicForests will only award all the Lots within the Combined Tender together. The individual Lots within a Combined Tender will not be awarded separately.

For example: A Tenderer “X” could submit the following separate Tender in response to the RFT;

- Tender 1 – Lot 1 Black Range dozer (Individual Tender)
- Tender 2 – Lot 3 Toolangi dozer north (Individual Tender)
- Tender 3 – Lot 4 Toolangi dozer mid (Individual Tender)
- Tender 4 – Lot 5 Toolangi dozer south (Individual Tender)
- Tender 5 – Lots 1, 3 Black Range dozer and Toolangi dozer north (Combined Tender)
- Tender 6 – Lot 1, 3, 4, 5 Black Range dozer, Toolangi dozer north, Toolangi dozer mid, Toolangi dozer south (Combined Tender)

In this example, Tenderer “X” is bidding for and could be awarded (if successful) either; Lot 1 or Lot 3 or Lot 4 or Lot 5 individually; Lots 1 & 3 together; or Lots 1, 3, 4 & 5 together.

7.4 Preferences

The Tenderer may use Tender Form 2 to allocate an order of preference to the submitted Tender.

For example: Tenderer “X” could list the following Tender in order of preference as:

- Preference 4 Lot 1
- Preference 5 Lot 3
- Preference 6 Lot 4
- Preference 3 Lot 5
- Preference 2 Lots 1, 3
- Preference 1 Lots 1, 3, 4, 5

Subject to VicForests’ aim of achieving best value for money, VicForests will endeavour to accommodate Tender preferences where possible should a Tender be successful in more than one Lot.

7.5 Additional Services

The Tenderer may use the lower section of Tender Form 2 to submit an hourly rate and float costs for additional work that may be required. This would be in addition to any successful bid for tender lots and charged at an hourly rate as opposed to the \$/ha rate for the tender lots.

One example of additional services is the treatment of complicated retreatment areas where the treatment required will vary across the site. These areas do not lend themselves to a fixed per hectare price, so have not been included in the tender process.

A further example of additional services is assisting with regeneration burning or the treatment of coupes where the regeneration burn has been only partially successful.

Where a machine is working alone VicForests requires than an offsider be present and a price is requested for this.

Payment of additional services for excavator or dozer hire will be based on the machine hour meter. Contractors are required to record the hour meter reading at the start and finish of any additional works requested by VicForests each day. This must be recorded on the VicForests Hourly Work Timesheet which must be submitted with the invoice. VicForests will check that this form is being completed, and that the hour meter is functioning correctly, during site inspections.

Where a machine is working alone it is required to have an offsider. For additional works, VicForests will pay for the offsider where one is required. VicForests will only pay for offsiders while the machine is working (based on the hour meter).

For example: Tenderer "X" could list each available machine with hourly rate:

Machine Make	Machine type	Model	\$/hr (exGST)
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7.6 Tenderers Individual Limit

To allow Tenderers to submit multiple proposals in excess of the final quantity they wish to be awarded, each Tenderer must submit an individual limit for the awarded harvest quantity and/or the awarded haulage quantity.

VicForests will not award Annual quantities to a Tenderers that, when combined, are in excess of their individual limit. Tenderers must enter individual limits in **Response Form 1**.

For example: If a Tenderer did not want to be awarded any more than 60 ha of Mechanical Disturbance work, they would need to nominate 60 ha as their individual limit. In order to maximise their opportunity to be awarded an Agreement, a Tenderer may submit several combined lots totalling more than their individual limit. However, the Tenderer will not be awarded areas totalling in excess of their individual limit.

If a Tenderer submitted two combined lot proposals, across multiple lots with a total area of 85 ha, then, because of their limit of 60 ha they would be limited to potential award of a single Agreement for work comprising of only one of the combined lots.

8. Evaluation of Tenders

A Tender Evaluation Team will evaluate each Tender and make recommendations to the General Manager Operations. The Tender Evaluation Team will consist of VicForests staff.

Tenders are due by the Closing Time and will then be evaluated by the Tender Evaluation Team in accordance with the evaluation criteria set out in this RFT.

If, in the opinion of VicForests, a Tender is unclear in any respect, VicForests may seek clarification from the Tenderer in accordance with Section 18 of this RFT.

Award of Contracts selected by the Tender Evaluation Team will be subject to endorsement by the General Manager Operations.

8.1 Evaluation Process

Step One: Open Tender and Confirm Lodgement

All Tenders lodged into the Tender Box will have the time and date of lodgement recorded. The Tender Manger will confirm receipt of each Tender as they are received. If no email address is provided to the Tender Manager, a confirmation will be faxed to the Tenderer (provided a fax number is given to the Tender Manager).

Following the Closing Time, Tenders will be opened and registered.

Step Two: Assessment of Eligibility Criteria and Complete Information

All Tenders will be assessed to ensure they are complete and meet the Eligibility Criteria. Tenders that are incomplete or do not meet the Eligibility Criteria may be disqualified.

Step Three: Determining the Tender Non-Price Cost Score

All compliant Tenders will be evaluated against the non-price criteria set out in Table One below.

A non-price cost score will be determined by the Tender Evaluation Team for each non-price criterion based on the extent to which the Tender meets or does not meet VicForests' preferences for that criterion. Each criterion element will have further sub criteria which the Tender Evaluation Team will use to objectively guide their assessment.

Lower non-price cost scores will be attributed to Tenders that better meet the non-price criteria.

For example: An incumbent VicForests Contractor who has some but not all experienced staff and/or subcontractors, has a moderate performance record, proposes all new equipment that is highly suitable but no back up equipment, may have an indicative non price cost score of:

<i>Criteria</i>	<i>Non Price Cost Score</i>
<i>Experience Business</i>	<i>\$0</i>
<i>Experience Personnel and Sub-Contractors</i>	<i>\$15</i>
<i>Performance Safety</i>	<i>\$25</i>
<i>Performance Production</i>	<i>\$10</i>
<i>Performance Quality</i>	<i>\$15</i>
<i>Performance History</i>	<i>\$20</i>
<i>Equipment Suitability</i>	<i>\$0</i>
<i>Equipment Reliability</i>	<i>\$30</i>
<i>Total</i>	<i>\$115</i>

Table 1 – Non-Price Criteria and Non-Price Cost Score Ranges

Criteria	Element	Cost Score Range	Non Price Cost Score Considerations
Experience	Business	\$0 to \$300	Tenderers who have operated under similar conditions, on a similar scale and in similar forest types to those being tendered will receive lower non price costs (based on Tender Form 4 and referees).
	Personnel and Sub-Contractors	\$0 to \$250	Tenderers whose Personnel and Sub-Contractors have operated under similar conditions in similar forest types to those being tendered will receive lower non price costs (based on Tender Form 6 and 7 and referees)
Performance	Safety	\$0 to \$200	Tenderers who can demonstrate that they have performed at or above the minimum required standards and demonstrate adoption of best practice will receive lower non price costs (based on Tender Forms 5.1, 5.2, 5.3, 5.4, and referees)
	Quality	\$0 to \$75	
	Performance History	\$0 to \$75	Tenderers who can demonstrate professionalism, cooperation, and a collaborative approach with their employer will receive lower non price costs (based on Tender Form 4 and 5, VicForests Files and referees).
Equipment	Suitability	\$0 to \$150	Tenderers whose size, number and design of equipment and operating system matches forest slope, ground conditions, debris size and quantity of Lot in the most efficient and safe manner will receive lower non price costs (based on Tender Forms 6, 7, and 8)..
	Reliability	\$0 to \$50	Tenderers who can demonstrate machine availability at Contract commencement and that can maintain production during periods of machine breakdown will receive a lower non price score. (based on Tender Form 8).
Total		\$0 to \$1100	

Step Four: Determining Total Costs for each Tender

The non-price cost score and Tender Rate for each Lot in a Tender will be added together to establish a unit total cost for each Lot in a Tender. Hourly rates for additional work are not used in the evaluation at this step.

<i>For example: If the Non-Price Cost Score from Step Three and the Tender Rate are added then the Unit Total Cost for that Lot would be:</i>	
<i>Non Price Cost Score</i>	<i>\$115</i>
<i>Tender Rate</i>	<i>\$800</i>
<i>Unit Total Cost</i>	<i>\$915</i>

A total cost for each Lot in a Tender will be determined by multiplying the unit total cost for a Lot by the total hectares for that Lot and adding the float cost. For combined lots the total cost for that combination is the sum of the total costs of each of the lots in the Combined Tender.

Step Five: Determining acceptable best value for each Lot or Combination of Lots

The total cost of each Tender will be compared to the total cost of other Tenders for each Lot or combination of Lots.

The Individual Tender or Combined Tender offering the best overall value for money outcome to VicForests will be determined.

The lowest total cost Tender for each Lot or combination of Lots will be compared to a reserve total cost for that Lot or combination of Lots. The reserve total cost for each Lot will not be disclosed to Tenderers.

If the lowest total cost is less than the reserve total cost, then the Tender Evaluation Team will recommend that the General Manager Operations award a Contract. If it is not less than the reserve total cost, then the Tender Evaluation Team may recommend to the General Manager Operations, for that Lot or combination of Lots, to either:

- not award, or
- amend the reserve cost, or
- enter into negotiations with the lowest cost Tenderer/s in good faith.

For example: If Tenderer A is assessed as the lowest total cost Tender for Contract Lot 1 with a total unit cost of \$920/ha, and VicForests reserve total cost is \$950/ha, then the Tender Evaluation Team will recommend to the General Manager Operations that Lot 1 be awarded to Tenderer A.

For example: If no Tender is assessed as having a total cost below the total cost reserve for Lot 1 of \$950 then the Tenderer with the lowest total cost will be invited to negotiate with VicForests on that Lot.

If a satisfactory outcome cannot be negotiated then VicForests may repeat this process, each time negotiating with the next lowest total cost Tender until such time as a satisfactory negotiation is achieved or VicForests decides not to award that Contract or Contracts. As part of the negotiation, Tenderers may be requested to submit a breakdown of their initial Tender in terms of the following cost components: capital equipment; repairs and maintenance; fuel, oils and lubricants; labour: administration: insurance & other. After receiving this cost breakdown VicForests will, where possible, indicate to the Tenderer the cost components it believes have potential for further examination by the Tenderer in negotiating a satisfactory outcome.

Step Six: Award and Notification

VicForests will notify Successful Tenderers by email. The relevant Contract and completed Schedules will then be mailed to the Successful Tenderer. The Contract must be executed by the Successful Tenderer and returned to VicForests within three business days failing which the Contract offer will be deemed to have been rejected. In such circumstances the relevant Lot(s) may be offered to another Tenderer or not awarded.

9. Referee Interviews

Tenderers who have not been contracted to deliver regeneration site preparation services for VicForests in the last five years are requested to provide referees who may be interviewed by the Tender Evaluation Team.

The objective of referee interviews is to validate details of the Tenderers relevant to the Tender evaluation of non-price criteria. Referee interviews will be facilitated by the Tender Evaluation Team. Each interview will be minuted.

10. Governing law

This RFT and the Tender Process is governed by the laws applying in the State of Victoria.

Each Tenderer must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tender Process.

11. Glossary of terms

11.1 Definitions

In this RFT, unless the context otherwise requires:

Briefing Session means a meeting (the details of which are specified in Section 5 of this RFT) held by or on behalf of VicForests to provide information about the RFT and the Tender Process.

Closing Time means the time specified as such in the Timetable in Part A of this RFT by which Tender forms must be received.

Combined Tender means a Tender as described in Section 7.3 of this RFT.

Contract means the Contractor Agreement for Field Services Agreement Mechanical Disturbance in Attachment B-4

Eligibility Criteria means the criteria set out in Section 4, Part A of this RFT.

Individual Tender means a Tender as described in Section 7.2 of this RFT

Intellectual Property Rights includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Lot means a parcel of mechanical disturbance Services described in Attachments B-2 and located on map in Attachments B-1a to B-1w for which a Tender Rate is tendered.

Request for Tender or **RFT** means this document (comprising each of the parts identified on the cover page of the RFT) and any other documents so designated by VicForests.

Services means the services required by VicForests, as specified in Part B, and in, **Attachment B4 (Field services agreement)** of this RFT.

Successful Tenderer means a Tenderer who receives a notification from VicForests pursuant to step 6 of the evaluation process of Part A of this RFT.

Tenderer means an interested person or business that submits a Tender.

Tender means a document lodged by a Tenderer in response to this RFT containing detail of an offer to provide Services in accordance with the Tender Specification.

Tender Manager means the person designated by VicForests to be in charge of the Tender Process, namely Karen Doherty, Operations Forester.

Tender Process means the process commenced by the issuing of this RFT and concluding upon:

- (a) notification and awarding of the Contract by VicForests pursuant to Section 8.1, Step 6 of this RFT; or
- (b) VicForests ceasing to proceed with, or suspending such process;

whichever occurs first.

Tender Rate means the price per hectare proposed to be paid by VicForests for Services relating to a Lot as submitted in the Tenderer's Tender.

Tender Specification means any specification or description of VicForests requirement for Services contained in Part B of this RFT.

11.2 Interpretation

In this RFT, unless expressly provided otherwise:

- (a) a reference to:
 - (i) "includes" or "including" means includes or including without limitation; and
 - (ii) "\$" or "dollars" is a reference to the lawful currency of the Commonwealth of Australia; and
- (b) if a word or phrase is defined in its other grammatical forms they have corresponding meanings.

Part B – Detail

12. Scope of work

VicForests harvests and regenerates approximately 5,000 hectares of native forest in Victoria per annum. A range of forest types are harvested from High Elevation Alpine Ash and Mixed Species through to Foothill Mixed Species.

The Lots being offered in this RFT are to provide regeneration site preparation and float Services on harvested coupes.

13. Contract Commencement

The commencement date of all successful Contracts are expected to be 1st February 2019, or such other date that is agreed in writing by VicForests and the Successful Tenderer, provided the Successful Tenderer provides all the relevant information to VicForests prior to the commencement date.

Prior to commencement the Successful Tenderer must provide VicForests:

- Any Contract between the Successful Tenderer and its sub-contractor in relation to performance of the Tendered Services,
- Evidence of dry hired machines agreement/contract in writing with the hire company with each items accompanying insurance,
- Copies of Forest Operator Licences (FOLS) and qualifications for all machine operators, and
- Evidence of insurances required under the Contract.

14. Safety Requirements

Successful Tenderers must also demonstrate prior to commencing work that they have a fully functioning safety management system including appropriate site inspection and risk assessment processes that ensure compliance with relevant occupational health and safety legislation, regulations, codes of practice, published guidelines and the Utilisation Procedures.

Before commencement machinery must be assessed by VicForests as meeting the requirements of the Contractor Machinery Audit Form.

15. Operational Requirements

VicForests operates under the Australian Forestry Standard certified forest management system. VicForests is also required to comply with various legally enforceable laws and codes.

To achieve these requirements, VicForests contractors play a key role in the protection of environmental and cultural values found on and adjacent to coupes and on routes from coupes into and out of forest. This is primarily achieved through the careful implementation of VicForests' Utilisation Procedures, the Code of Practice for Timber Production (the Code) and individual coupe plans.

Successful Tenderers must ensure that the provision of Services by it and any officer, employee or agent of the Tenderer and any VicForests approved Sub-Contractor of the Tenderer and its officers, employees or agents comply with the Utilisation Procedures, the Code, the Site Preparation Plan and all laws in the performance of the Services.

15.1 Lots

Sites/Coupes requiring treatment are listed in Attachment B-2. Locations of representative Work Sites and Districts are shown on maps in Attachment B-1a and B-1b. Please note that VicForests staff are not permitted to accompany Tenderers on any self-guided inspections of the Work sites and Tenderers must not make any request of VicForests staff to do so.

Attachment B-2 sets out the area in hectares for each Lot. Payment for Services will be based on actual area treated. See further Section 17.5 below.

15.2 Contractor Information Handbook

VicForests will provide Successful Tenderers with a Contractor Information Handbook (the Handbook) to facilitate acquiring a broad understanding of the work context in which they will be working.

The Contractor Information Handbook, which is accessible on the VicForests website, aims to ensure that contractors and their employees engaged by VicForests have an understanding of the VicForests operating environment when working for VicForests. The Successful Tenderer must sign an acknowledgement sheet that they have read and understood the contents of the Contractor Information Handbook prior to commencement of Services, unless such an acknowledgement has already been signed by the Successful Tenderer in respect of previous work conducted for VicForests.

16. RFT Attachments

The following attachments form part of this RFT:

Attachments B-1a: Overview Maps

Attachments B-1b: Individual Coupe Maps

Attachment B-2: Summary of Lots

Attachment B-3: Lot Timeframes

Attachment B-4: Field Services Agreement Template

Attachment C-1: Tender Forms 1 to 5

Attachment C-2: Tender Forms 6 to 8

Contractor Machinery Audit Form

Hourly Work Timesheet

All of these documents are available under the Field Services Tenders section of VicForests website at www.vicforests.com.au/tenders

17. Mechanical Disturbance Contract Specifications

17.1 Services

Services are to be performed in accordance with Attachment B-4: Field Services Agreement Mechanical Disturbance. The Services are described in Schedule 2 of that Contract. The Services must be performed according to the timeframes shown in Attachment B-3 for each Lot.

17.2 Equipment and Systems

The following types of equipment are mandatory for all Lots:

- bulldozer of minimum 120kw power output, with a root rake, stick rake, or blade attachment and with the capacity of moving debris from steep slopes and rehabilitating roads, snig tracks, and log landings; and or
- excavator of minimum 120kw power output, with a root rake or stick rake attachment and with the capacity of lifting and stacking debris, and scarification;
- ripping must be with a single winged ripper, which can be operated at a depth of at least 50cm.

Tenderers proposed equipment mix and operating system for mechanical disturbance must include the following capabilities:

- the ability to remove debris from slopes up to 30 degrees;
- the ability to meet the specifications set out in Appendix (i) (Section 4 of Native Forest Silviculture Guidelines No. 6);
- the ability to rehabilitate roads, landings, and install drainage structures within the coupe boundary to the requirements of the relevant Codes of Practice for Timber Production and the Utilisation Procedures; and
- the ability to operate Contracts concurrently with separate crew and equipment, where contracted for more than one Lot in overlapping periods.

Tenderers proposed equipment must comply with the requirements outlined in the attached document 'Contractor Machinery Audit Form.doc'.

Floating of tenderers' machinery will be carried out using appropriate prime mover and float combinations. Prime mover and float combinations must:

- adhere to all transport acts and regulations;
- adhere to all shire acts and regulations; and
- be fit for purpose i.e. capable of operating on forest roads.

Copies of insurance certificates for Vehicles proposed to be used should be submitted with the Tender. Successful Tenderers will be required to present or confirm details of insurances before Contract commencement if any insurance is subsequently found by VicForests to be inadequate.

17.3 Further Operational Requirements

VicForests will complete the Contractor Machinery Audit Form on all machinery before commencement. Machinery must meet the standards set out in this form.

An offsider must be present when machinery is working alone. Where two or more machines are working together in the same area an offsider is not required.

Slopes greater than 30 degrees are not to be cleared.

All tracks are to be barred and breached as per the Utilisation Procedures. Trafficable track must be kept in a condition suitable for a four wheel drive vehicle.

Mechanical Disturbance works may be conducted during daylight hours on any day during the Contract period, subject to suitable weather and site conditions.

Transporting machinery on weekends and/or public holidays on forest roads can only occur with prior approval from a VicForests representative.

Mechanical Disturbance works must be in accordance with Appendix (i) (Section 4 of Native Forest Silviculture Guidelines No. 6) unless otherwise specified by VicForests.

17.5 Pricing

Tenderers will be required to submit a single Tender Rate for each Lot that applies to all coupes within the Lot. All rates to be submitted using Form 2 in Part C: Response.

All Rates quoted are assumed to be GST exclusive. Rates are not subject to indexation.

Lots cannot be separated and each Lot will be awarded as a whole.

Tendered hectare rates include mechanical disturbance and offsider (where required), but not floating costs. The total cost of float services for each lot should be listed in a separate line to the hectare rate for site prep.

Hourly rates for additional services as outlined in section 7.5, but not limited to, should be submitted in Tender Form 2.

Payment for additional machine work and offsidiers (where only one machine working) will be based upon machine hours which must be recorded daily on the Hourly Work Timesheet and submitted to VicForests with invoice.

17.6 Charges

The information in Attachments B1 and B-2 represents VicForests' best estimate at the time of preparing this RFT. It is indicative only.

Charges payable by VicForests will be calculated according to the actual area (per ha) treated using the rates tendered. The actual area will be confirmed by VicForests using the Global Positioning System and notified to the contractor. Actual area statements will be produced by VicForests rounded to 1 decimal points ie 6.3ha). VicForests will only calculate area in the horizontal plane and is not obliged to take into account the slope of the site. VicForests will only be liable for charges as calculated above.

Claims for payment by the contractor and the value of payments to be made by VicForests to the contractor will be invoiced in accordance with clauses 4 and 17, and Item 3 of Schedule 1 of the Contract. VicForests will not issue Recipient Created Tax Invoices (RCTIs) in respect of taxable supplies made by the Contractor.

Additional services may be required to be performed by the contractor that are not related to mechanical disturbance of the Lots described in Attachments B-2, as set out in Part B of Schedule 2 of the Field Services Agreement. Rates are to be paid in accordance with the use of machinery type in Form 2.

Payment of additional services for excavator or dozer hire will be based on the machine hour meter. Contractors are required to record the hour meter reading at the start and finish of any additional works requested by VicForests each day. This must be recorded on the VicForests Hourly Work Timesheet and submitted with invoice.

Part C – Tender Response

18. Tender Form Documents

18.1 Format and Contents

Tenderers are requested to ensure that their Tender Forms are submitted in the required format as set out in Part C of this RFT.

Any queries in relation to technical aspects of entering information into the Tender Form MS Excel files can be directed to **Karen Doherty** email **karen.doherty@vicforests.com.au**.

Unnecessarily elaborate Tender Forms or other presentations beyond what is sufficient to present a complete and effective proposal are not desired or required. Tenderers should submit their Tender for each Lot(s) with due consideration as to the conditions and procedures outlined in this RFT and associated documents alone.

VicForests will not be responsible for, nor pay for, any expense or loss that may be incurred by Tenderers in the preparation of their Tender.

18.2 Insurance Details

Successful Tenderers will be required to provide documentary evidence in the form of insurance certificates for workers compensation, public liability and vehicles, including subcontractors. Documentary evidence will include:

- The name of the Company
- The policy number of each policy
- The start and end date of the policy
- In relation to workers compensation – a statement that the policy applies to the State of Victoria
- Where General Liability or Business Liability policies are presented an express statement that this includes coverage for Public Liability with a limit of indemnity of at least \$10,000,000
- In relation to vehicles:
 - Confirmation that insurance covers vehicles to be used for business or commercial purposes
 - Vehicle registration numbers
 - The policy covers third party property damage with a limit of indemnity of at least \$10,000,000

Successful Tenderers will be required to present details of insurances before the contract will be prepared.

18.3 Clarification of Tender Forms

If, in the opinion of VicForests, a Tender is unclear or illegible in any respect, VicForests may seek clarification from the Tenderer. Failure to supply clarification to the satisfaction of VicForests by the Tenderer may result in disqualification of their Tender.

VicForests is under no obligation to seek clarification of anything in a Tender and VicForests reserves the right to disregard any clarification that VicForests considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this RFT.

18.4 Unclear Content, Alteration and Erasures

Incomplete Tenders may be disqualified or assessed solely on the information contained in the Tender. VicForests may disregard any content in a Tender that is illegible or unclear and will be under no obligation whatsoever to seek clarification.

VicForests will permit a Tenderer to correct an unintentional error in their Tender where that error becomes known or apparent after the Closing Time. However a correction may not be requested or accepted if VicForests reasonably considers that the correction would unfairly and materially alter the substance of the Tenderer's Tender.

18.5 Disclosure of Tender Contents and Tender information

Tenders will generally be treated as confidential by VicForests. If the Tenderer is particularly concerned about the commercial sensitivity of any information and documentation provided to VicForests as part of the Tender, and believes their business would unreasonably be disadvantaged by the disclosure of that information and documentation, they may wish to include a preamble page located near the front of their Tender response. An example of a preamble could be in the following terms:

“STRICTLY CONFIDENTIAL”

This document contains commercial information and is submitted in strict confidence to VicForests for its exclusive use in connection with evaluating our Tender for Mechanical Disturbance Services. This document and the information contained in it must not be placed on any file, register, microfiche or database that is available to the public and must not be disclosed to any third party whatsoever – whether under the Freedom of Information Act 1982 or otherwise – without our prior consent.

The following information submitted with this Tender is of particular concern to our business”: [insert detail]

Immediately after the preamble referred to above, it may be appropriate to nominate which particular types of information are specifically of concern to the Tenderer or where they believe that disclosure would unreasonably disadvantage their business. For example, they may choose to nominate one or more of the following different classes of information:

- Price
- Work methods or systems
- Business experience
- Safety performance
- Equipment used
- Information from referees
- Business details (eg personnel, contact details, etc.)
- Sub-contractor use or experience, etc.

Taking the steps identified above will not guarantee that the document in question will not be released under the Freedom of Information Act (FOI Act). A request for access to a Tender submission must be considered on a case by case basis. The Tenderer will be consulted and their views sought in relation to possible disclosure of their

Tender or any part of it under the FOI Act if a request for access is received under that Act.

Notwithstanding the inclusion of any confidentiality preamble included in Tender documentation, Tenderers should note that VicForests may disclose Tender contents in the following circumstances:

- as required by law;
- for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
- to any external consultants and advisors of VicForests engaged to assist with the Tender Process and evaluation; or,
- as required to be disclosed by government policy.

18.6 Intellectual Property Rights and Use of Tenders

All Tenders submitted in accordance with the requirements set out in this RFT become the property of VicForests. Tenderers will retain all ownership of any Intellectual Property Rights contained in their Tender. The submission of a Tender does not transfer to VicForests any ownership interest in the Tenderer's Intellectual Property Rights, or give VicForests any rights in relation to the Tender, except as expressly set out below.

Each Tenderer, by submission of their Tender, is deemed to have licensed VicForests to reproduce the whole, or any portion of their Tender for the purposes of enabling VicForests to evaluate their Tender.

The Tenderer accepts that VicForests may publish (on the internet or otherwise):

- The type of Contract – Field Services Mechanical Disturbance Contract;
- the name of the Tenderer as being a Successful Tenderer;
- the Contract term; and,
- the Contract area.

18.7 Period of validity

All Tenders remain valid for a minimum of 60 days from the Closing Time. The period of validity of a Tender may be extended by mutual agreement between VicForests and the Tenderer.

18.8 Status of Tender

Each Tender constitutes an irrevocable offer by the Tenderer to VicForests to provide the Services required under Part B of this RFT on the terms and conditions of the Contract which can be accepted by VicForests at any time during the period of 60 days from the Closing Time.

19. *Tenderer Warranties*

By submitting a Tender, a Tenderer warrants to VicForests that:

- (a) in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of VicForests, its officers, employees, agents or external consultants other than any statement, warranty or representation expressly contained in this RFT (including any written

document formally amending this RFT) or a written statement of VicForests which forms part of the formal clarification process described in Section 6.3 of this RFT;

- (b) it did not use improperly or seek to use improperly the assistance of VicForests employees, ex-employees or agents, and/or information unlawfully obtained from VicForests, in compiling its Tender;
- (c) it has not engaged in any collusion or anti-competitive conduct with any other Tenderer in relation to the preparation, content or lodgement of the Tender;
- (d) it has examined and fully understands this RFT, and any other documents referenced or referred to herein, and any other information made available in writing by VicForests to Tenderers for the purposes of submitting a Tender;
- (e) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its Tender;
- (f) it has otherwise obtained all information and advice (whether legal, financial or otherwise) necessary for the preparation of its Tender and it has not relied on any representation or statement of VicForests as constituting advice (whether legal, financial or otherwise);
- (g) it is responsible for all costs and expenses related to the preparation and lodgement of its Tender and any future process connected with or relating to the Tender;
- (h) it otherwise accepts, complies with and will continue to comply with the rules set out in this RFT;
- (i) it will provide additional information in a timely manner as requested by VicForests to clarify any matters contained in the Tender; and
- (j) it is satisfied as to the accurateness, correctness and sufficiency of its Tender;

By submitting a Tender, a Tenderer understands that VicForests will (if it accepts the Tender) do so acting in reliance upon these warranties.

20. VicForests' Rights

Notwithstanding anything else in this RFT, and without limiting its rights at law or otherwise, VicForests reserves the right, in its absolute discretion at any time, to:

- (a) cease to proceed with, or suspend the Tender Process;
- (b) alter the details and/or the timing of the RFT or the Tender Process;
- (c) vary or extend any time or date specified in this RFT for all or any Tenderers or other persons;
- (d) terminate the participation of any Tenderer or any other person in the Tender Process;
- (e) require additional information or clarification from any Tenderer or any other person or provide additional information or clarification;
- (f) request further information;
- (g) call for new Tenders;
- (h) reject any Tenders received after the Closing Time; and,
- (i) reject any Tender that does not comply with the requirements of this RFT.
- (j) remove any Tender from the RFT process at any time during the RFT Process; and
- (k) not award any of the lots.

21. Lodgement of Tenders

21.1 Lodgement of Tender

Tenders must be lodged only by the means set out in **Part C** of this RFT.

All Tender documents must be received before the Closing Time of 9:00am AEDT, 17th December 2018, either:

- Sent by E-mail to **karen.doherty@vicforests.com.au**, with subject title “Confidential Mechanical Disturbance Tender”, or
- Sent by Australia Post/Courier to VicForests 5 Binns McCraes Road, Alexandra, Vic 3714

Hand, Post or courier delivered Tenders must be enclosed in a sealed envelope marked:

**“Attention VicForests
Mechanical Disturbance Tender”**

No other method of lodgement will be accepted.

The Tender submission must include the following Tender Form MS Excel files and supporting attachment files:

- Tender Forms 1 to 5, (**Attachment C-1**) with supporting information – which apply to all Lots being Tendered for; and
- Tender Forms 6 to 8, (**Attachment C-2**) with supporting information – which apply to each Tender Lot being submitted.
- Supporting attachments may include:
 - Photographs of machinery
 - Copies of requisite insurances as set out in Section 18.2
 - Copies of external Safety Management System audits for non VicForests contractors ; and/or
 - Business production performance (references) for non VicForests contractors

21.2 Late Tenders

Late Tenders will not be considered except at VicForests absolute discretion, where the integrity and competitiveness of the Tender Process will not be compromised.

Appendix (i) Native Forest Silvicultural Guideline No. 6

**Department of Natural Resources & Environment
8 Nicholson Street
East Melbourne 3002
Victoria, Australia**

NATIVE FOREST SILVICULTURE GUIDELINE No. 6

This Guideline documents NRE's policy, principles, and recommended practices for preparing native forest sites for regeneration and reforestation. It sets out guiding principles covering aspects such as seedbed quality, environmental care and timing, then describes the planning requirements. Operational procedures, including appropriate machinery, are given for the full range of site preparation practices, such as burning, clearing, cultivation and chemical weed control. In addition, the recommended procedure for seedbed assessment is given.

Title: SITE PREPARATION

Originators: Mark Lutze and Peter Geary
Forest R&D Branch
(for Silviculture Unit, Commercial Forestry Branch)

File No: 90/1436

Distribution: Managers, Commercial Forestry
Managers, Forest Management
Managers, Fire Management
Senior Foresters
Work Centres (Forestry)
Silviculture Officers

Date: 13 November 1998

Signed:
GERARD O'NEILL

Executive Director, Forests Service

Native Forest Silviculture Guidelines are official NRE documents which have State-wide application. The Forest Research and Development Branch and some Research and Development Action Groups may produce more specific guidelines based on particular forest types; they are complementary documents.

Extract section 4.3 Rough Heaping

4.3 ROUGH-HEAPING

4.3.1 Description of technique

Rough-heaping is the pushing by machinery of logging slash (predominantly) into heaps or windrows. The heaps may or may not be subsequently burnt. Rough-heaping may be carried out in intensively harvested areas (such as clear-felled coupes) where:

- slash and vegetation are difficult to burn, e.g. on damp aspects or on coupes harvested over more than one season, where fine fuels have disappeared and live vegetation such as dense wattle, dominates;
- harvesting finishes after the burning season;

- regeneration is likely to be more successful on disturbed soil than on burnt seedbeds;
- maintenance of air quality is critical;
- fire risk to valuable assets warrants treatment with alternative methods;
- site fertility is low and the loss of nutrients is to be minimised. Where *selection silvicultural systems* are used, the need to protect retained overwood and growing stock may preclude the use of fire for site preparation. Logging disturbance may provide sufficient receptive seedbed, but if not, additional soil disturbance by limited rough heaping may be required.

4.3.2 Identification of treatment areas

To ensure efficient use of machinery and to prevent damage to retained vegetation, the boundary of treatment areas and individual retained trees should be marked. Generally, markers used to regulate the harvesting operation will be adequate for identification of treatment areas unless the coupe is to be treated by more than one site preparation technique.

4.3.3 Suitable operating conditions

Care must be taken so that the adverse effects of harvesting on soil structure are not compounded during rough-heaping. One aim of rough-heaping should be to ameliorate any adverse changes in soil structure caused by harvesting. The use of rough-heaping may be limited by steep slopes, rock, extremely heavy slash, poor visibility or wet soil conditions. Operations should be restricted to periods when soil moisture is low enough to promote soil friability. A rough, crumbly, mineral earth surface should be produced. A smooth, glazed surface is unacceptable. *Use of a root-rake in preference to a blade will increase the quality of the seedbed and extend the upper range of soil moisture under which an acceptable result will be obtained.* Topsoil should not be heaped up with vegetation.

A measure of the suitability of the seedbed is its strength or resistance to insertion of a steel probe, under moist soil conditions (see Seedbed Surveys - **Appendix 2**). A friable surface will be easily penetrated by the probe, but a smooth, glazed (i.e. compacted) surface will resist penetration.

4.3.5 Rough-heaping procedure

*Rough-heaping should aim to produce at least 75 % of the area clear of logs, heavy slash and live vegetation. Within this area at least 50 % should be receptive seedbed (uncompacted topsoil). The operation must be monitored to ensure that the treated area meets the minimum seedbed receptivity standard (Section 5.3 and **Appendix 2**), or will meet the standard if the heaps are burnt and there is a reasonable prospect of doing so. **Windrows and heaps should be formed to the following specifications:***

- at 20° - 40° to the contour on slopes over 12° (*to restrict soil erosion, and reduce the risk of logs rolling downhill*)
- debris packed tightly (*to reduce their area and to enhance burning without stoking*)
- not wider than 6 m (*to maintain site productivity*)
- minimal soil accumulation (*to minimise topsoil removal*)
- no closer than 20 m to retained regrowth, reserves and boundaries, and 6 m to retained habitat trees (*to protect this vegetation from fire damage*)
- spaced at approx. 50m intervals (*to minimise the time spent in pushing fallen vegetation and logs whilst maximising the rate of heaping*)
- long windrows to have gaps at least every 100 m and at least wide enough for machine access (*to assist in possible later thinning operations or firefighting access*).

The following slope restrictions should apply:

- soils of moderate to high stability - up to 30°
- soils of low stability - up to 22°

All overwood not required for habitat, seed or other management purposes should be felled, pushed over, ring-barked or poisoned. (See NFS Guideline No. 12: *Treatment of Unmerchantable Trees* for further information.) If compacted areas, other than on landings, are extensive enough to reduce productivity they should be ripped or loosened to a suitable depth as indicated in Section 6.2.3. Riplines should be on the contour. All erosion controls constructed at the time of harvesting should be maintained to prevent the concentration of run-off. All buffers along streams, drainage lines, reserves and other areas marked for exclusion must not be disturbed during rough-heaping and must remain free of debris.

Disturbance should be restricted to the top ~10 cm of the soil and must result in a rough rather than a smooth surface to assist in the germination process. Incorporation of undecomposed plant material into the topsoil should be avoided.

Burning of windrows and heaps is not essential if they are kept to less than 6 m in width (tree roots can utilise the soil under such heaps). However, burning can reduce the fire hazard, provide some growth boost, and allow easier access to the future stand for later silvicultural operations such as thinning. For burning procedures, refer to **Appendix 1 - Burning Operations.**

Appendix (ii) Grievance Procedure

GRIEVANCE PROCEDURE APPLICABLE TO TENDERS CONDUCTED BY VICFORESTS

1 Objectives

- 1.1 VicForests aims to provide a framework for raising and dealing with Grievances which may arise from the RFP 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 RFP Process; and
 - (b) ensure that the determination of any Grievances, and the RFP 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 Tenderer means a Tenderer 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).

Closing Time means the time specified as such in the RFT by which Tender Forms must be received.

Contract means the contract the subject of the RFT awarded by VicForests.

Grievance means the complaint by a Tenderer in connection with the Tender 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 relevant VicForests' Request for Tender for Mechanical Disturbance Services of November 2018 and any other documents so designated by VicForests including all schedules, exhibits and annexures, and as amended or replaced from time to time.

Tender Manager means the person designated by VicForests set out in the RFT to be the point of contact for the Tender Process.

Tenderer means a person that submits a Tender Form.

Tender Form means a document lodged by a Tenderer in response to the RFT containing an offer to provide goods and/or services in accordance with the requirements contained in the RFT.

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

- a. the issue of the RFT to potential Tenderers;

- b. an evaluation process undertaken following the submission by the Tenderer of the Tender Form;
- c. the notification of the outcome to the Tenderer following the evaluation referred to in paragraph (b); and
- d. awarding of the Contract; or
- e. the termination of the tender 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 Tenderer by VicForests.

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

- 1.4 3.2 The Grievance must be received by the Tender Manager immediately upon the cause of the Grievance arising or becoming known to the Aggrieved Tenderer or at the latest by 5.00 pm on the Business Day which is 2 Business Days after the Tenderer has been advised of the outcome of the tender process.

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 Tenderer;
- (c) any relevant background information; and
- (d) the outcome desired by the Aggrieved Tenderer.

3.4 All Grievances will be acknowledged by the Tender 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) General Manager Operations

- (c) Suitably qualified person external and independent of VicForests who has knowledge of the forest industry
- (d) 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 By participating in the Grievance Process, each Aggrieved Tenderer acknowledges that the Grievance Panel is empowered and authorised to hear the Grievance and make a final determination in relation to the Grievance, provided such determination is done in accordance with this Grievance Procedure.

5 Grievance Procedure

5.1 Upon submission of the Grievance by the Aggrieved Tenderer, the Tender Manager will contact the Aggrieved Tenderer to arrange for a time convenient to the Aggrieved Tenderer 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 Aggrieved Tenderer;

(b) by

(i) the Aggrieved Tenderer; and

(ii) any other person the Grievance Panel considers appropriate;

(c) which must be made:

(i) in person;

(ii) represented by a representative in person; or

(iii) by telephone if the Aggrieved Tenderer 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 Tenderer 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 Panel shall be entitled to record the hearing of Grievances by the Grievance Panel by such means as it sees fit.

5.6 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 Tenderer relevant to the Tender Process ;

(c) the Aggrieved Tenderer's participation in the Tender Process;

(d) the operation of the Tender 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 Tender 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 Tenderer upon notice to the Aggrieved Tenderer.

7 Confidentiality

7.1 Each Aggrieved Tenderer authorises and consents to the use of any personal information provided in connection with the rules of the Tender Process for the purposes set out herein, subject only to the *Privacy and Data Protection Act 2014 (Vic)*, *Privacy Act 1988 (Cth)* and any other applicable legislation. Without limiting the forgoing, such information may be used by the Grievance Panel as reasonably necessary to determine any Grievance.

7.2 The Grievance Panel and each Aggrieved Tenderer have the right to maintain as confidential the Grievance, application of the Grievance Procedure and the determination of the Grievance.