



Request For Tender (RFT-OHS-2017)

Contractor OH&S Auditing Services

17 November 2017

This Request For Tender (RFT) consists of the following parts:

Part A General - specifies general tender information and some of the terms and conditions that apply to the proposed audit agreement (**the Contract**);

Part B Detail - describes the detail of the services 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 application (**Tender**).

Tenderers are advised to rely only on the information provided in and attached to this document dated 17th November 2017. All information either in writing (provided by email or on the internet) or verbal provided by VicForests or its consultants prior to the issue of RFT-OHS-2017 are to be disregarded and not in any way to be relied upon in the preparation of Tenders.

The Closing Time for the lodgement of Tenders is 4 pm Tuesday, 12th December 2017.

All communications relating to the RFT must be directed to the Manager People and Safety via email: vf.hr@vicforests.com.au.

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Part A - General

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.

The harvesting and delivery of approximately 1.3 million cubic metres of hardwood logs to customers is undertaken by independent contractors... Road construction, improvement and maintenance in State forests to access coupes and the collection of eucalypt seed for regeneration purposes is also undertaken through contracted businesses.

Occupational health and safety (OH&S) compliance and improvements by contractors have, in part, be driven by staff monitoring and by auditing carried out by an external party to an agreed set of criteria.

VicForests is seeking a competent auditor to complete system audits for harvest, haulage, road works, seed collection and other contactors engaged by VicForests. A competitive tender, at this time, is deemed the most appropriate mechanism to establish ongoing commercial arrangements to continue these auditing activities.

Objectives

As a State Business Corporation, VicForests has autonomy in the commercial decisions it makes for the sale and supply of timber resources and the development of an open and competitive tender system.

VicForests aligns and operates in a manner consistent with the Victorian Government procurement policy and priorities. Accordingly, this RFT reflects the Victorian Government Purchasing Board's (**VGPB**) procurement policies including the following directives:

- value for money;
- accountability;
- scalability; and
- probity

Timetable

Activity	Date(s)
Release of Request for Tender and Commencement of the Tender Process	17 th November, 2017
End of period for questions or requests for information	8th December, 2017
Close of Tender	12 th December, 2017
Award of Contracts	20 th December, 2017
Commencement of Contracts	15 th January, 2018

Eligibility Criteria

To be eligible for consideration, Tenderers must:

- have demonstrated experience in occupational health and safety auditing;
- operate under a legal entity with an ACN and ABN and, if requested by VicForests, be able to demonstrate their financial capacity to undertake the work;
- present no conflict of interest where those parties submitting a Tender for System Auditing also create or maintain OH&S management systems for contractors working for VicForests.

Demonstration of Financial Capacity

Tenderers may be required to demonstrate their financial capacity to undertake the work by providing information and documents for the latest financial year including the business' profit and loss, balance sheet and notes to accounts, to be assessed by an independent assessor.

If VicForests requests this information the independent assessor will enter into a confidentiality agreement to restrict the distribution and use of the information and documentation received.

Insurance Details

Documentary evidence in the form of insurance certificates for workers compensation, public liability and vehicles, including insurance certificates of sub-contractors, are not required to be submitted with Tenders, but if successful, are required to be presented before the Contract commences. Documentary evidence will need to include:

1. The name of the Tenderer
2. The policy number of each policy
3. The start and end date of the policy
4. In relation to workers compensation – a statement that the policy applies to the State of Victoria

5. 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
6. In relation to vehicles (if required):
 - Confirmation that insurance covers vehicles to be used for business purposes
 - Vehicle registration numbers
 - The policy covers third party property damage with a limit of indemnity of at least \$10,000,000

Communication during the Tender Process

1.1 Manager People and Safety

All communications relating to the RFT must be directed to the Manager People and Safety via email: vf.hr@vicforests.com.au.

1.2 Registration of Tenderer Details Before the Closing Time

All Tenderers are requested to provide their postal address and email address details to the Manager People and Safety via the email address: vf.hr@vicforests.com.au as soon as possible after the RFT opens and before the Closing Time.

Confirmation of email and postal address details will ensure that all Tenderers receive any communications from the Manager People and Safety during the Tender process and before the Closing Time.

Failure to provide address details will not disqualify a Tenderer.

1.3 Requests for Clarification or Further Information before Close of Tenders

Any questions or requests for further information or clarification of the RFT (or any other document issued in connection with the Tender) must be submitted to the Manager People and Safety, in writing, by email [_ vf.hr@vicforests.com.au](mailto:vf.hr@vicforests.com.au).

Any communication by a Tenderer to VicForests will be effective upon receipt by the Manager People and Safety in his email inbox. Tenderers should activate delivery and read receipt functionality on their emails prior to sending if confirmation of receipt by VicForests is required.

VicForests reserves the right not to respond to any question or request, irrespective of when such question or request is received.

Except where VicForests is of the opinion that issues raised apply only to an individual Tenderer, questions submitted and VicForests answers will be made available to all Tenderers via an email response from the Manager People and Safety (vf.hr@vicforests.com.au) and by posting it on VicForests' website at www.vicforests.com.au/tenders. VicForests will not identify the source of the question submitted.

In all other cases, VicForests will deliver any written notification or response to an individual Tenderer by delivering it to the email address of the Tenderer (as notified to the Manager People and Safety).

Tenderers may only rely on responses provided from the Manager People and Safety by email and those posted on VicForests' website at www.vicforests.com.au.

All other forms of communication are not to be relied on for or in connection with the preparation of individual Tenders.

1.4 **Unauthorised Communications**

Communications relating to the Tender with VicForests staff or consultants are not permitted except with the prior written consent of the Manager People and Safety.

Nothing in this section is intended to prevent communications with staff of, or external consultants to, VicForests to the extent that such communications do not relate to this RFT or the Tender.

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

VicForests may, in its sole and absolute discretion, disqualify a Tenderer for unauthorised communications.

1.5 **Improper Assistance**

Tenderers must not seek or obtain the assistance of VicForests employees or VicForests agents or external consultants working on the Tender, in the preparation of their Tender Forms without the prior written consent of the Manager People and Safety.

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 believes has sought or obtained such assistance.

1.6 **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 believes has engaged in collusive or anti-competitive conduct.

1.7 Grievances about the Tender Process

Tenderers should refer to the Grievance Procedure set out in Attachment B7.

Responding to the RFT - Evaluation of Tenders

This Tender process, including the preparation of this RFT, the evaluation of Tenders and review of the recommended Tender outcomes, will be conducted in accordance with the policies of the Victorian Government Purchasing Board.

This RFT document will be made available to all interested parties following release of this RFT. It may also be obtained directly from VicForests website at <http://www.vicforests.com.au/sales-supply/tenders>.

VicForests will establish a Tender Evaluation Team and a Tender Review Panel for the purpose of evaluating and determining the outcome of the Tender. A Tender Evaluation Team will evaluate each Tender and make recommendations to a Tender Review Panel. Both the Tender Evaluation Team and the Tender Review Panel will consist of VicForests staff and may include external experts.

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. Clarification provided by Tenderers will not be an opportunity to provide additional information which will substantially change the nature of the Tender submitted.

Failure to supply clarification to the satisfaction of VicForests by the Tenderer may render their Tender liable for disqualification.

VicForests is under no obligation to seek clarification of anything in a Tender and VicForests reserves the right to disregard any clarification that VicForests reasonably considers to be unsolicited or irrelevant.

Award of Contracts to Tenderer(s) selected by the Tender Evaluation Team will be subject to endorsement by the Tender Review Panel.

1.8 Evaluation Process

Step One: Open Tenders and Confirm Lodgement

All Tenders lodged into the Tender Box (whether by post or hand) will have the time and date of lodgement recorded. Confirmation of lodgement of a Tender will be emailed by the Manager People and Safety to each Tenderer, provided the Tenderer clearly specifies their email address and other contact details on the back of the envelope lodged into the Tender Box. Tenders may also be lodged by email to vf.tender@vicforests.com.au.

It is the responsibility of the Tenderer to be satisfied that their Tender has been received by VicForests prior to the Closing Time.

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 set out in the table in section 1 below. Tenders that are incomplete and do not meet the Eligibility Criteria may be disqualified.

Step Three: Scoring the Tender

All compliant Tenders will be evaluated and scored in terms of the Eligibility Criteria set out in the table in section 1 below. The Eligibility Criteria comprise price and non-price considerations.

A score will be determined by the Tender Evaluation Team for each criteria based on the extent to which the Tender meets or does not meet VicForests considerations for that criterion. The criterion elements may have a set of sub categories which the Tender Evaluation Team will use to objectively guide their assessment.

Each criterion will be scored out of 12 and the highest scores will be attributed to Tenders that best meet the criteria.

Table 1 – Evaluation Criteria - Criteria and Cost Score Ranges

Criteria	Element	Non Price Cost Score Considerations	
		System audits	
Experience	Auditing	1	Tenderer’s experience auditing small business OH&S management systems on a similar scale to those being tendered (based on Tender Form 4, 5.3 and referees).
	Personnel	1	The Tenderer’s experience and competence to undertake auditing activities of a similar nature.
Performance	Safety	1	Tenderers must be able to demonstrate that they have a suitable OH&S management system of their own to ensure the safety of their personnel while undertaking audits.
	Capability	1	The Tenderer’s ability to be able to undertake the audits in the locations in which VicForests contractors operate. They must be able to demonstrate that they will be able to undertake the number of audits required in the time frames set.
	Quality	1	Tenderer’s ability to provide the systems necessary to record and report against the OH&S audit criteria in the time frames set.
	Innovation	1	Tenderer’s who can demonstrate that they have developed or implemented best practice processes receive a higher score.
Conflict of Interest	Declaration and Management	N/A	The Tenderer should declare any possible real or perceived conflict of interest, and to the extent there are any such declarations, consideration is given to how the Tenderer demonstrates how any real or perceived conflict of interest is to be managed.
Price	Value for money	6	It is expected that Tenderers will undertake audits in the most efficient manner possible particularly given the geographic location of VicForests’ contractors.

Step Four: Determining acceptable best value.

The **total score** of each Tender will be compared to the **total score** of other Tenders for each part or combination of parts tendered for. The Tenders deemed successful will be those considered to provide VicForests with the best value.

Step Five: Endorsement by the Tender Review Panel

The individual Tenders offering the best overall value for money outcome to VicForests will be recommended and submitted by the Tender Evaluation Team to the Tender Review Panel who will endorse respective Tenders for award of the Contract(s). The Tender Evaluation Team may, in its absolute discretion, decline to make any recommendations to the Tender Evaluation Team and to instead require any or all of the Scope of Work to be re-tendered and/or not be awarded.

Step Six: Notification and Award

VicForests will notify Successful Tenderers by email. VicForests will then commence negotiation of the Contract to provide the services.

Any negotiation or any other form of correspondence from VicForests should not be regarded as a guarantee, promise or indication that the Successful Tenderer will be offered the Contract until such time as a final form of the Contract is made in writing by VicForests to the Successful Tenderer. The Contract must be executed by the Successful Tenderer and returned to VicForests within five business days failing which the Contract offer will be considered as rejected, and may be offered to another Tenderer or not awarded.

If the Contract cannot be negotiated and agreed with the Successful Tenderer, then VicForests may consider negotiating with the next ranked suitable Tenderer but is not obliged to do so.

VicForests reserves its rights to not award a Contract following this Tender process for any reason.

A draft copy of the proposed contract is available for download from the VicForests website.

VicForests will notify all Tenderers the outcome of this RFT process after a Contract has been executed with the Successful Tenderer or at the earliest opportunity in the event VicForests decides not to award a Contract following this Tender Process.

Referees

Tenderers are requested to provide referees who may be interviewed by the Tender Evaluation Team. Referees should not be a member of staff or an officer of VicForests.

The objective of referee interviews is to validate details of the Tenderer relevant to their Tender. Referee interviews will be conducted by the Manager People and Safety or delegate and will be minuted.

The details of referee interviews will be provided to the Tender Evaluation Team to validate issues and be considered in the non-price criteria. The referee interview minutes will be attached to the Evaluation Report.

Governing law

This RFT and the Tender is governed by the laws applying in the State of Victoria. Similarly the proposed Contract will be 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.

Glossary of terms

1.9 Definitions

In this RFT, unless the context otherwise requires:

Closing Time means the time and date specified as such in **Part C, Section 1.18** of the RFT by which Tender Forms must be received.

Eligibility Criteria means the criteria set out in section 1 of this **Part A** of this RFT.

Intellectual Property Rights includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trade marks (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.

Manager People and Safety means the person designated by VicForests to be in charge of the Tender Process.

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

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

- (a) notification by VicForests to the Successful; or
- (b) VicForests ceasing to proceed with, or suspending such process, whichever occurs first.

Services means the services required by VicForests, as specified in **Part B** of this RFT.

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

Successful Tenderer means a Tenderer who receives a notification from VicForests pursuant to **Part A, Section 1.9 (Step six)** of this RFT.

1.10 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

Scope of work

VicForests supplies approximately 1.3 million cubic metres per annum of native hardwood timber in Victoria and carries out road and regeneration works to support this activity.

Administratively the work is conducted across three regions; North East, West Gippsland and East Gippsland. The number of contractors changes based on works to be undertaken and product markets.

VicForests currently has 10 office locations in eastern Victoria. They include:

- Melbourne – Corporate Support Office (CSO)
- Woori Yallock – North East and Regional Head Office
- Erica
- Noojee – West Gippsland Regional Head Office
- Alexandra
- Ovens
- Orbost – East Gippsland Regional Head Office
- Bendoc
- Swifts Creek
- Bairnsdale

VicForests operations are conducted in State forests in eastern Victoria (broken up as East Gippsland, the North East and West Gippsland) and are managed from these locations. Contractors are directly managed from these locations and the contractors themselves in most instances are local to the regions in which they operate.

An indicative number of contractors operating in each service type over the next three years is outlined in the tables below:

Expected level of audit work – System Audits

Service Type	Contractor numbers			
	East Gippsland	North East	West Gippsland	Total
Harvesting	1	6	0	7
Harvest and Haulage	4	17	19	40
Haulage	1	9	4	14
Road Works	3	9	12	24
Seed collection	3	3	2	8
Rough Heaping	2	5	2	9
Planting	1	5	1	7
Air services	1	2	1	4
Seed extraction	1	3	1	5

Service Type	Contractor numbers			
	East Gippsland	North East	West Gippsland	Total
Regeneration survey	2	1	1	4
Biodiversity survey	7	1	2	10
Storage Sites (POS and Transit)	0	3	4	7

Contract Commencement Date

Provided the Successful Tenderer provides to VicForests all required information prior to the commencement date, the commencement date of Contracts with Successful Tenderers is 15 January, 2018, or such other date that is agreed in writing by VicForests and the Successful Tenderer.

Safety Requirements

Successful Tenderers must 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, codes of practice and published guidelines.

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.

Successful Tenderers must ensure that the provision of Services by it and any officer's employee or agent of the Tenderer complies with all VicForests requirements and all laws in the provision of the services.

1.11 Contractor Handbook

VicForests will provide Successful Tenderers with a Contractor Handbook (the Handbook), which although focused on harvest and haulage operations, should facilitate the acquisition of a broad understanding of the work context in which they will be working.

The 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. If required, the Successful Tenderer must sign an acknowledgement that they have read and understood the contents of the Contractor Information handbook prior to commencement of the Contract and provision of the services,

RFT Attachments

Attachment 1: Draft Audit Standards

All of these documents are available under the Wood Supply section of VicForests website at www.vicforests.com.au/tenders.

Contract Specifications - Services

1.12 Auditing

Audit standards

VicForests has developed new draft audit standards for both the system and field audits which are in **Attachment 1**. These standards are relevant for the following contractor activities.

- Harvesting
- Haulage
- Road work
- Seed collection

VicForests intends to finalise these draft standards after discussion with the auditor.

Other contractor activities including those listed below are to be audited generally to the Australian Standard AS/NZS 4801:2001. This standard would be modified by agreement between VicForests and the auditor to suit the type of business being audited.

- Rough heaping (mechanical disturbance of logging sites)
- Aircraft services
- Seed extraction
- Regeneration surveys
- Biodiversity surveys
- Planting
- Storage

The auditor will maintain a database of all audits with all necessary detail to ensure necessary reporting. The information in this database will remain the property of VicForests and at the end of the Contract all copies of information (in soft and hard copy) must be returned to VicForests.

System Audits

- VicForests requires OH&S management system audits for each contractor supplying services to VicForests according to the table in Part B Scope of Works.
- A single, combined audit is required where a contractor is supplying more than one service to VicForests (eg timber harvesting and haulage).

- All contractors working for VicForests require a system audit every two years.
- New contractors will require an audit at or before commencement of operations for VicForests.
- There may be additional work load during September, October and November each year following tendering of various forest services.
- It is expected that system audits will be undertaken at contractor's business administrative location which the auditor should note may include an office or household.

General

- The auditor will develop an audit schedule in consultation with VicForests.
- The auditor will provide one weeks' notice to the relevant VicForests officer before commencing audits in a particular District.
- The auditor will include a VicForests member in their audit team by arrangement with the relevant VicForests manager for each region.

1.13 Reporting

Audit reports

The auditor will provide a written report to VicForests Manager People and Safety, Operations Managers and Product Delivery Managers in the respective regions and the relevant contractor, within 2 weeks of the completion of each audit. This report must detail:

- Level of compliance of management systems with OH&S legal requirements;
- Identify areas of non-conformance and areas for improvement;
- Recommend timeframes for corrective action; and
- Any other information that VicForests manager People and Safety may reasonably require from time to time.

Exit Interview

The auditor is required to provide the contractor a verbal report of the key outcomes of the audit before leaving the site.

Annual Report

Where the auditor identifies a non-conformance with the contractor's field operations that the auditor believes may lead to an injury then the auditor must provide:

- immediate feedback to the contractor; and
- feedback to the relevant regional VicForests manager within 24 hours.

The auditor will provide a consolidated report of the annual audit program by 20 July of each year or such other date VicForests may specify with reasonable notice.

Quarterly update

The auditor will provide a quarterly report about the progress of all auditing and any issues arising, including areas of non-conformance.

The auditor will provide a quarterly update to the harvest and haulage OH&S committee that meets in Traralgon.

1.14 Pricing

Tenderers will be required to submit **a first year rate** which will be incorporated into the Contract. The first year rate will be automatically indexed by annual CPI as set out in the Contract.

The first year rate and any adjustment as a result of indexation will apply notwithstanding the fact that the number of contractors to be audited varies by up to 20% of the number indicated by VicForests. VicForests will enter into good faith negotiations with the successful Tenderer in the event the number of contractors varies by more than 20%.

1.15 Communication

The following communications equipment is mandatory, unless VicForests directs otherwise:

- home/office Base: telephone and e-mail (that is checked daily);
- UHF two way crew radio for each auditor at each worksite; and
- mobile telephone for each auditor.

All costs associated with establishing, operating and maintaining Tenderers' communication equipment will be the responsibility of the Successful Tenderers.

1.16 Location

Locations of contractors will be supplied by the Regional Manager and the Manager Distribution for each region.

A broad schedule will be developed at the beginning the Contract term for the remainder of the first financial year and then at the beginning of each subsequent financial year.

Detailed schedules to take account of contractor movements will be developed between the Tenderer the local Managers at a time suitable to both parties.

At the beginning of each round of field audits VicForests will provide to the auditor a description of the location of each contractor and include the following details

- Contractor name address and contact details
- Name and contact of relevant VicForests Regional Manager

VicForests local Managers will inform the Tenderer of any unexpected contractor moves as early as reasonably practical.

1.17 **Contract Administration**

The contracts for auditing works will be managed by the Manager People and Safety based in the Melbourne CSO.

The conduct of auditing will be managed through each region according to the following:

Regional Managers

- Harvesting
- Seed collection
- Road Works
- Air services
- Rough Heaping
- Planting

Manager Distribution

- Haulage
- Storage and Transit Sites

These Managers or their delegates will liaise with auditors to create auditing schedules and to provide information about contractor locations.

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 or a written statement of VicForests which forms part of the formal clarification process described in Section 1.3 of this RFT;
- (b) it did not use or seek to use improperly the assistance of VicForests employees or ex-employees, 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 and will comply with the rules set out in this **Part A** of the 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 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.

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;
- (b) alter the structure and/or the timing of the RFT or the Tender;
- (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;
- (e) require additional information or clarification from any Tenderer or any other person or provide additional information or clarification;
- (f) commence a Request for Information process;
- (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.

Part C – Response

Lodgement of Tenders

1.18 Lodgement

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

All tender documents must be received in the tender box or email inbox by the Closing Time of 4pm 12th December 2017.

Each Tenderer must email all documents to vf.tender@vicforests.com.au

Or

send a single sealed envelope clearly marked;

- **“Confidential – VicForests OH&S Auditing Tender 2017”;**
and
- with the Business Name, business address and contact email address of the Tenderer marked on the back of the envelope;

and lodged by post to:

**VicForests Tender Box
GPO Box 191
MELBOURNE VIC 3001**

or lodged by courier/hand to:

**VicForests Tender Box
Level 12 / 461 Bourke St
MELBOURNE VIC 3000**

1.19 Late Tender applications

Late Tenders will be returned unopened, except where the integrity and competitiveness of the tender process will not be compromised.

Tender Form Documents

1.20 Format and Contents

All Tender Forms will be made available at VicForests website to enable download and electronic completion of the Tender Forms.

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

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 Tenders with due consideration as to the conditions and procedures outlined in this RFT and associated documents alone.

Tenderers should fully inform themselves in relation to all matters arising from this RFT.

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

1.21 Clarification of Tender Forms

If, in the opinion of VicForests, a Tender is unclear 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.

1.22 Illegible 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 hand written and/or illegible 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, but in no event will any correction be permitted if VicForests reasonably considers that the correction would materially alter the substance of the Tenderer's Tender.

1.23 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 OH&S audit 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
- Information from referees
- Business details (eg personnel, contact details, etc.)

Taking the steps identified above will not guarantee that the document in question will not be released under the *Freedom of Information Act 1982* (FOI Act). A request for access to a tender submission must be considered on a case by case basis. The Tenderer will, of course, 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; and
- to external consultants and advisors of VicForests engaged to assist with the Tender process and evaluation.

1.24 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 Tenders. 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 name of the Tenderer as being a Successful Tenderer;
- the Contract term.

1.25 **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.

1.26 **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.

Tender Form 1 Details – All Contracts

Item	Tender Details	Example
Tenderer business type: (Please specify: Company or Trust)		<i>Company</i>
Name of Tenderer: (If Company is a Trustee include Trust name)		<i>Forest Logging Pty Ltd as Trustee of Forest Family Trust</i>
Address of Tenderer: (Add registered office address if different to address of Tenderer)		<i>26 Forest Road Forestville 9045</i>
Australian Company Number (ACN) of the Tenderer if a company:		<i>76 846 538 543</i>
Australian Business Number (ABN) of the Tenderer: (one only)		<i>846 538 543</i>
Director(s) Name(s) of the Tenderer if a Company:		<i>Fred Forest Hilda Forest</i>
Trading Name of Tenderer: (if a business name, then include registered business name number)		<i>Forest Harvest 1234567V</i>
Contact Name & Title:		<i>Mr Fred Forest</i>
Postal Address: (if different from Tenderer address or registered office address)		<i>26 Forest Road Forestville 9045</i>
Office Phone No :		<i>03 96880511</i>
Mobile Phone No:		<i>0439844680</i>
Email Address:		<i>trees@bigpond.com.au</i>

I (for and on behalf of the Business detailed below) hereby certify that the information provided in this Tender submission is to the best of my knowledge true complete and correct.

Signature(s)	Date
Name (print) Title/Role (print) Business name (print)	

Tender Form 2 – Tenders & Price

Audit	Activity	Rate
System Audits	All	
Additional work (hourly rate)		