**Project Title:** [## insert]

**Request for Tender for use with   
VPS Medium Works Contract (with option for Design)**

*This form of Request for Tender (****RFT****) is designed to accompany, and should be used by Agencies for procurements that utilise, the Department of Treasury and Finance (****DTF****) Standard Form Medium Works Contract (with option for Design).*

*In preparing this RFT for issue, Agencies should consider the following:*

* *whether tenderers should be asked to sign a deed of confidentiality before being issued with the RFT; and*
* *whether the requirements of an "International Agreement" apply. If an Agency is a prescribed agency and the procurement exceeds a listed threshold, the Agency will need to ensure that its RFT complies with additional requirements for International Agreements. Agencies should refer to Ministerial Direction 2.1 and Instructions 2.1 and 2.2 for this purpose.*

*Agencies will otherwise note that items in this RFT that are highlighted:*

* ***GREEN*** *are to be completed by the Agency before the release of the RFT and the highlighted text removed; and*
* ***YELLOW*** *are to be completed by the tenderer in response to the RFT.*

*Only items highlighted yellow should be retained in versions of this RFT that are released for tender.*

The Secretary

Department of Treasury and Finance

1 Treasury Place

Melbourne Victoria 3002

Australia

Telephone: +61 3 9651 5111

dtf.vic.gov.au

Authorised by the Victorian Government

1 Treasury Place, Melbourne, 3002

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|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Revision: | Date: | Clause reference: | Details: | Endorsed by: |
| 1 | 1/09/2024 | Annexure A | Amendments to Fair Jobs Code | DTF |
| 2 | 30/01/2025 | Schedule 18 | Amendments to Supplier Code of Conduct | DTF |
|  |  |  |  |  |

# Contents

[Contents i](#_Toc175901562)

[PART A - Invitation to Tender and Key Details 1](#_Toc175901563)

[1. About the Principal 1](#_Toc175901564)

[2. The Project and its objectives 1](#_Toc175901565)

[3. This Request for Tender (RFT) 1](#_Toc175901566)

[3.1 Structure 1](#_Toc175901567)

[3.2 Purpose 1](#_Toc175901568)

[3.3 Confidentiality Deed Poll 1](#_Toc175901569)

[Invitation to Tender 2](#_Toc175901570)

[3.4 Invitation 2](#_Toc175901571)

[3.5 Tenderer to notify Principal of intention not to tender 2](#_Toc175901572)

[Key Details 2](#_Toc175901573)

[PART B - Conditions of Tendering 5](#_Toc175901574)

[6. Tender Documents 5](#_Toc175901575)

[6.1 Tender Documents comprise 5](#_Toc175901576)

[6.2 Ownership of Tender Documents and confidentiality 5](#_Toc175901577)

[6.3 Publicity 5](#_Toc175901578)

[6.4 Privacy 6](#_Toc175901579)

[6.5 No liability for Information Documents 6](#_Toc175901580)

[6.6 Return or destruction of Information Documents 6](#_Toc175901581)

[6.7 Data Room 7](#_Toc175901582)

[Tenderer to fully inform itself 7](#_Toc175901583)

[6.8 Tenderer to do 7](#_Toc175901584)

[6.9 Site visit 8](#_Toc175901585)

[6.10 Tender briefing session 9](#_Toc175901586)

[Lodgement of Tender 9](#_Toc175901587)

[6.11 Requirement to lodge 9](#_Toc175901588)

[6.12 Method of Tender submission 9](#_Toc175901589)

[6.13 Acknowledgement of receipt of Tender 10](#_Toc175901590)

[6.14 Acceptance of Conditions of Tendering 10](#_Toc175901591)

[Tender submission requirements 10](#_Toc175901592)

[6.15 Format 10](#_Toc175901593)

[6.16 Section 1 – Completed Tender Form 10](#_Toc175901594)

[6.17 Section 2 – Tender Schedule 1 (Pricing) 11](#_Toc175901595)

[6.18 Section 3 – Tender Schedule 3 (Conditions of Contract) 11](#_Toc175901596)

[6.19 Section 4 – Remaining Completed Tender Schedules 11](#_Toc175901597)

[6.20 Evidence of agent’s authority 11](#_Toc175901598)

[Tender Validity Period 11](#_Toc175901599)

[Variations, Non-Conforming and Alternative Tenders 12](#_Toc175901600)

[6.21 Variations to Tenders 12](#_Toc175901601)

[6.22 Rejection of Non-Conforming Tenders 12](#_Toc175901602)

[6.23 Alternative Tenders 12](#_Toc175901603)

[Tender evaluation 13](#_Toc175901604)

[6.24 Information requests 13](#_Toc175901605)

[6.25 Interview and meetings 13](#_Toc175901606)

[6.26 Evaluation criteria 13](#_Toc175901607)

[Process matters 13](#_Toc175901608)

[6.27 Questions and requests for clarification 13](#_Toc175901609)

[6.28 Addenda 14](#_Toc175901610)

[6.29 Contact with the Principal 14](#_Toc175901611)

[6.30 Material changes 15](#_Toc175901612)

[6.31 Complaints 15](#_Toc175901613)

[6.32 Ownership of Tenders 15](#_Toc175901614)

[6.33 Debrief 16](#_Toc175901615)

[Tenderer’s warranty and acknowledgement 16](#_Toc175901616)

[6.34 Tenderer’s warranty 16](#_Toc175901617)

[6.35 Tenderer’s acknowledgement 17](#_Toc175901618)

[6.36 Proprietary information 17](#_Toc175901619)

[No contract and no obligation to consider or accept any Tender 17](#_Toc175901620)

[6.37 No Contract 17](#_Toc175901621)

[6.38 Formal Contract 17](#_Toc175901622)

[6.39 No obligation 18](#_Toc175901623)

[6.40 Principal not liable 18](#_Toc175901624)

[6.41 Discretion of Principal 19](#_Toc175901625)

[Probity and competitiveness 20](#_Toc175901626)

[Disclosure by the Principal 21](#_Toc175901627)

[Government Policy Requirements 22](#_Toc175901628)

[Tenderer bears costs 22](#_Toc175901629)

[General 22](#_Toc175901630)

[6.42 Notices 22](#_Toc175901631)

[6.43 Governing law and jurisdiction 22](#_Toc175901632)

[Definitions and interpretation 23](#_Toc175901633)

[6.44 Definitions 23](#_Toc175901634)

[6.45 Interpretation 25](#_Toc175901635)

[Annexure A - Project Specific Government Policy Requirements 27](#_Toc175901636)

[Annexure B - Evaluation Criteria 30](#_Toc175901637)

[Annexure C - Local Jobs First Policy 33](#_Toc175901638)

[Annexure D - Social Procurement Framework 37](#_Toc175901639)

[Annexure E - Fair Jobs Code 40](#_Toc175901640)

[Annexure F - Confidentiality Deed Poll 43](#_Toc175901641)

[Annexure G – Occupational health and safety management evaluation criteria 49](#_Toc175901642)

[Annexure H – Industrial relations management evaluation criteria 54](#_Toc175901643)

[Annexure I – Dispute Resolution 57](#_Toc175901644)

[Annexure J - Tender Form 61](#_Toc175901645)

[PART C - Tender Schedules 69](#_Toc175901646)

[Tender Schedule 1 - Pricing 70](#_Toc175901647)

[Tender Schedule 2 - Financial Standing 73](#_Toc175901648)

[Tender Schedule 3 - Conditions of Contract 75](#_Toc175901649)

[Tender Schedule 4 - Delivery Requirements 76](#_Toc175901650)

[Tender Schedule 5 - Time and Tender Program 77](#_Toc175901651)

[Tender Schedule 6 - Proposed Key Personnel 79](#_Toc175901652)

[Tender Schedule 7 - Proposed Subcontractors 80](#_Toc175901653)

[Tender Schedule 8 - Tenderer's Insurance Details 81](#_Toc175901654)

[Tender Schedule 9 - Occupational health and safety management 82](#_Toc175901655)

[Tender Schedule 10 - Industrial relations management 84](#_Toc175901656)

[Tender Schedule 11 - Tenderer's Current Workload 89](#_Toc175901657)

[Tender Schedule 12 - Tenderer's Past Performance 90](#_Toc175901658)

[Tender Schedule 13 - Declaration of probity issues 91](#_Toc175901659)

[Tender Schedule 14 - Collusive Tendering - Statutory Declaration 92](#_Toc175901660)

[Tender Schedule 15 - Fair Jobs Code Pre-Assessment Certificate 94](#_Toc175901661)

[Tender Schedule 16 - Fair Jobs Code Plan or Fair Jobs Code Addendum 95](#_Toc175901662)

[Tender Schedule 17 - Local Jobs First 96](#_Toc175901663)

[Tender Schedule 18 - Victorian State Government Supplier Code of Conduct 97](#_Toc175901664)

[Tender Schedule 19 - Social Procurement Commitment Proposal 99](#_Toc175901665)

[PART D - Conditions of Contract 193](#_Toc175901666)

[PART E - Delivery Requirements 194](#_Toc175901667)

# PART A - Invitation to Tender and Key Details

* + 1. About the Principal

[Identify the procuring Agency that will be the "Principal" under the Medium Works Contract and provide a brief description of the Agency's role and functions.]

* + 1. The Project and its objectives

[Insert a brief description of the project and its objectives.] (**Project**).

***[Guidance Note: Describe in this Section the key priorities for the Principal, relevant policy background, unique aspects of the Project and any other noteworthy considerations, including any key timelines.***

***This section should not contain the Project Brief or the Delivery Requirements. The Project Brief and Delivery Requirements are provided in Part E – the Delivery Requirements.]***

* + 1. This Request for Tender (RFT)
       1. Structure

This RFT is comprised of the following Parts:

* + - Part A - Invitation to Tender and the Key Details;
    - Part B - Conditions of Tendering (including the Tender Form and remaining Annexures);
    - Part C - Tender Schedules;
    - Part D - the Conditions of Contract; and
    - Part E - the Delivery Requirements.
      1. Purpose

The purpose of this RFT is to:

* + - provide Tenderers with information about the Project;
    - set out the Conditions of Tendering that will govern the Tender Process; and
    - invite each Tenderer to submit a fully costed and binding Tender for the performance of the Project which complies with the Conditions of Tendering.
      1. Confidentiality Deed Poll

This clause 3.3 applies if Item 11 of the Key Details specifies that a Confidentiality Deed Poll is required.

The Principal will only make the following Tender Documents available to Tenderers who have delivered an executed Confidentiality Deed Poll to the Principal:

* + - the Annexures;
    - Part C;
    - Part D; and
    - Part E.

Tenderers who have not provided to the Principal an executed Confidentiality Deed Poll will only obtain access to the above Tender Documents once the Principal receives the executed Confidentiality Deed Poll, and Tenderers will not have any entitlement to an extension to the Closing Time.

Invitation to Tender

* + - 1. Invitation

The Principal invites each Tenderer to submit a conforming Tender in accordance with the RFT for the performance of the Contractor's Activities and the Works. This document is not an offer by the Principal to enter into any agreement, whether on the terms and conditions set out in the Conditions of Contract or otherwise. It is a mere invitation to treat.

* + - 1. Tenderer to notify Principal of intention not to tender

If a Tenderer does not intend to submit a Tender it must, within 10 Business Days of receiving the Tender Documents, give the Principal written notice to that effect and promptly return or destroy all Tender Documents and Information Documents in accordance with clause 6.6.

Key Details

The table below sets out:

* + - key information relating to the Project and the Tender Process; and
    - an indicative timetable for the achievement of key milestones in the Tender Process. That timetable may be changed by the Principal from time to time, by notice to the Tenderers.

***[Guidance Note: Agencies should consider whether other evaluation steps and indicative dates are to be included in the Tender Process. For example, if the process includes submission of best and final offer(s), notification of preferred status, conduct of formal interviews etc. It is recommended that these additional evaluation steps are included as sub-rows, for example 10a - preferred status, 10b – BAFO 10c – formal interview etc. This will minimise the risk of number misalignment / errors in cross referencing.]***

| Tender Process | | |
| --- | --- | --- |
|  | **Closing Time for Tenders** | **Closing Date**: [*insert*]  **Closing Time**: [*insert*] (Australian Eastern Standard Time or Australian Eastern Daylight Savings Time)  ***[Guidance Note: delete time zone that is not applicable.]*** |
|  | **Tender briefing session** | Will a Tender briefing session be conducted:  Yes  No  (*if nothing stated, No*)  If "Yes", Tender briefing session details are:  Location: [*insert*]  Date and time: [*insert*]  Maximum number of Tenderer representatives who may attend: [*insert*]  Is attendance mandatory?  Yes  No |
|  | **Site visit** | Will a Site visit be conducted:  Yes  No  (*if nothing stated, Yes*)  If "Yes", Site visit details are:  Site: [*insert*]  Date and time: [*insert*]  Maximum number of Tenderer representatives who may attend: [*insert*]  Is attendance mandatory?  Yes  No |
|  | **Data Room** | Will Tender Documents and/or Information Documents be made available via a Data Room:  Yes  No  If "Yes", details are: [*insert*] |
|  | **Method of Tender submission** | Electronic Lodgement  *via* [*https://www.tenders.vic.gov.au/tender/search?preset=electronic*](https://www.tenders.vic.gov.au/tender/search?preset=electronic)  Data Room  details of which are at Item 4 above  Email  [*insert address*]  *(if nothing stated, by Electronic Lodgement via* [*https://www.tenders.vic.gov.au/tender/search?preset=electronic*](https://www.tenders.vic.gov.au/tender/search?preset=electronic)*)* |
|  | **Electronic formats  and requirements** | Required computer hardware and software: [*insert*]  Required file name/subject: [*insert*]  File attachments must not exceed: [*insert*] |
|  | **Tenderer Enquiries** | Period for making an Enquiry:  [*insert*] Business Days before the Closing Time  *(if nothing stated, 5 Business Days before Closing Time)*  Method for submitting Enquiry:  [*insert*] |
|  | **Tender Validity Period** | [*insert period in calendar days]*  (*If nothing stated, 90 calendar days from the Closing Time*) |
|  | **Intended notification of  decision on Tenders** | [*insert date*] |
|  | **Intended execution of Contract** | [*insert date*]  ***[Guidance Note: include either exact date or indicative – e.g. early March 2024.]*** |
|  | **Confidentiality Deed Poll** | Is the Confidentiality Deed Poll required to be executed by the Tenderer:  Yes  No  (*if nothing stated, No*) |
|  | **International Agreements** | Do the requirements of International Agreements apply to this RFT:  Yes  No  If "Yes", for the purposes of Annexure I, compensation awarded to the Principal must not exceed:  the costs reasonably incurred by the supplier in the preparation of the Tender giving rise to the complaint; or  the costs reasonably incurred by the supplier in bringing the complaint. |
| **Contract Details** | | |
|  | **Principal** | [*insert*] |
|  | **Principal's Contact** | Name: [*insert*] Telephone: [*insert* Email: [*insert*] |
|  | **Project** | [*insert title*] |
|  | **Works** | [*insert brief description*] |
|  | **Contract Sum** | Is the Contract Sum required to be:  a fixed lump sum amount  calculated based on rates and prices |
|  | **Intended date on which Contractor's Activities and the Works are to commence** | [*insert*] ***[Guidance Note: this is intended to be the date by which Contractor's Activities will commence and will form the basis of the Tender Program. Refer to clause 5.1 of the Conditions of Contract.]*** |
|  | **Deed of Guarantee  and Indemnity** | Is a Deed of Guarantee and Indemnity required:  Yes  No |
|  | **Tender Program** | Required format: [*insert*] |

# PART B - Conditions of Tendering

* + 1. Tender Documents
       1. Tender Documents comprise

The Tender Documents comprise the following:

these Conditions of Tendering together with the Key Details and the Annexures (Annexure A to Annexure I both inclusive) (**Conditions of Tendering**);

the Tender Form;

the Tender Schedules;

the Conditions of Contract (including any Schedules and Attachments); and

the Delivery Requirements.

***[Guidance Note: Where the Contractor is not to be responsible for undertaking any design of the Works, the Delivery Requirements should set out timing and cost objectives, attach or identify all of the specifications and drawings for the Works, including revisions and dates. Where the Contractor is to be responsible for undertaking any design, the Delivery Requirements should attach or identify such documents as describe the Principal's requirements for the Works, including its design, timing and cost objectives. These documents may comprise, for example, a brief, drawings, specifications and a preliminary design (if any).]***

* + - 1. Ownership of Tender Documents and confidentiality

The Tender Documents, and any Intellectual Property Rights in them, are and remain the property of the Principal.

The Tender Documents and the Information Documents are strictly confidential and are provided to each Tenderer on a confidential basis.

Subject to clause 6.2(d), the Tenderer must keep confidential and not copy, use or disclose the Tender Documents and Information Documents other than for the Permitted Purpose.

The Tenderer may disclose the Tender Documents and Information Documents to its Associates for the Permitted Purpose provided the Tenderer obtains a binding confidentiality undertaking from each such Associate in the same terms as this clause 6.2.

Nothing in this clause 6.2 limits the operation of any Confidentiality Deed Poll.

* + - 1. Publicity

Without limiting clause 6.2, the Tenderer must not make (and must procure that none of its Associates make), any statement to or advertise in any media or make any other public announcement or statement about any matters relating to the Project, this RFT or any Information Documents without the prior written consent of the Principal.

* + - 1. Privacy

The Tenderer agrees, in respect of Personal Information held in connection with this RFT or a Tender prepared by the Tenderer in connection with this RFT, that it will be bound by the Information Privacy Principles and any applicable Code of Practice with respect to any act done or practice engaged in by the Tenderer for the purposes of preparing and lodging a Tender, in the same way and to the same extent as the Principal would have been bound by the Information Privacy Principles and any applicable Code of Practice in respect of that act or practice had it been directly done or engaged in by the Principal. The Tenderer agrees to immediately notify the Principal if it becomes aware of any breach of this clause 6.4 by it or any of its agents, employees or subcontractors.

This clause 6.4 will continue to have effect after the Closing Time.

* + - 1. No liability for Information Documents

Each Tenderer acknowledges that:

the Information Documents have been provided to a Tenderer by the Principal for the information only of the Tenderer;

an Information Document may be incorrect;

the Principal requires each Tenderer to make its own enquiries to determine the accuracy and adequacy of any Information Document;

if the Principal has not prepared and is not the author of an Information Document, the Principal does not adopt the Information Document and merely passes the Information Document on to a Tenderer;

neither the Principal, the Principal's Contact nor any of their respective Associates makes any representation that all information in the Principal's or the Principal's Contact's control or possession in relation to the Contractor's Activities and the Works has been provided to each Tenderer; and

neither the Principal, the Principal's Contact nor any of their respective Associates, warrants, guarantees or makes any representation, or assumes any duty of care, or (to the extent permitted by Law) accepts any liability, with respect to the completeness, accuracy, adequacy or correctness of the Tender Documents or any Information Document.

* + - 1. Return or destruction of Information Documents

Each Tenderer must, no later than 10 Business Days after:

receipt of a request from the Principal to do so; or

being advised that its Tender has been unsuccessful,

(as the case may be), at the Principal's election, destroy (and demonstrate to the satisfaction of the Principal that it has destroyed) or return to the Principal all Tender Documents and Information Documents, unless otherwise required by Law.

* + - 1. Data Room

This clause 6.7 applies if Item 4 or Item 5 in the Key Details specify that a Data Room will be used for the purposes of this RFT.

The Tenderer acknowledges and agrees that:

any Data Room may (either wholly or in part) take the form of a web-based portal or other online facility for gaining access to information;

it is responsible for ensuring that it has all computer hardware and computer software required to gain access to any Data Room;

its computer hardware and computer software must comply with the requirements specified in Item 6 of the Key Details as updated from time to time and notified by the Principal;

it will comply with all directions issued by the Principal in writing from time to time regarding access to or the use of any Data Room;

the Principal and its Associates do not warrant, guarantee or make any representation (express or implied), or assume any duty of care, or accept any liability, with respect to the functionality, performance or availability of any Data Room, or whether any Data Room will be free of Disabling Code or will cause any Disabling Code to be introduced into any computer systems of the Tenderer or its Associates, and the Tenderer:

is not entitled to make any Claim against the Principal for any loss or liability suffered or incurred by the Tenderer; and

indemnifies the Principal and its Associates in respect of any Claim brought by any of the Tenderer's Associates for any loss or liability suffered or incurred by them,

arising out of or in connection with the use, functionality, performance or availability of any Data Room or the introduction of any Disabling Code into any computer systems of the Tenderer or its Associates; and

the information in the Data Room is an Information Document.

Tenderer to fully inform itself

* + - 1. Tenderer to do

Without in any way limiting what a Tenderer does, a Tenderer must do all of the following prior to submitting its Tender:

inform itself completely as to:

conditions at the Site;

the risks, contingencies and other circumstances which might have an effect on the performance of (including the cost of performing) the Contractor's Activities and the Works;

the Contractor's Activities and the Works and the nature of the work and of the plant, equipment, materials and other items necessary for the performance of the Contractor's Activities and the Works, the means of access to and facilities and services at the Site and the means of transport, transport routes and facilities for making deliveries to and from the Site;

the availability and cost of labour, plant, equipment, materials and other items required (including all relevant industrial conditions) for the Contractor's Activities and the Works;

all applicable Laws, taxes, duties, levies, charges, fees and insurance premiums (including compulsory insurance premiums);

all Authority requirements relating to the Contract, the Contractor's Activities and the Works; and

all measures necessary to protect the environment from any adverse effect or damage arising from the performance of the Contractor's Activities and the Works or the existence or operation of the Works;

prepare its Tender based on its own investigations, interpretations, deductions, information and determinations;

make its own enquiries to determine the adequacy, accuracy, suitability and completeness of any Tender Document or Information Document;

satisfy itself as to the correctness and sufficiency of its Tender and that the price offered in its Tender covers the cost of complying with all of its obligations under the Contract and of all matters and inputs necessary for the due and proper performance and completion of its obligations under the Contract; and

obtain all appropriate professional, commercial and technical advice with respect to the matters referred to in clauses 7.1(a) to 7.1(d) (both inclusive),

and any failure by a Tenderer to do any of those things will not relieve the Tenderer of its obligation to perform and complete the Contractor's Activities and the Works in accordance with the Contract should the Contract be awarded to it.

* + - 1. Site visit

This clause 7.2 applies if indicated in Item 3 of the Key Details.

A Site visit will be carried out at the time and on the date stated in the Key Details. The Tenderer must comply with any protocols, procedures or requirements notified by the Principal prior to any such Site visit.

If Item 3 of the Key Details indicates that the Site visit is mandatory, the Tenderer must visit and inspect the Site and its surroundings.

Tenderers are required to provide the names and contact details of their representatives who will attend the Site visit, at least 24 hours prior to time and date of the Site visit, by contacting the Principal's Contact.

Tenderers will only be permitted to have the maximum number of representatives set out in Item 3 of the Key Details attend any Site visit.

* + - 1. Tender briefing session

This clause 7.3 applies if indicated in Item 2 of the Key Details.

A Tender briefing session will be carried out at the location and at the time and on the date stated in Item 2 of the Key Details. The Tenderer must comply with any protocols, procedures or requirements notified by the Principal prior to any such Tender briefing session.

If Item 2 of the Key Details indicates that the Tender briefing session is mandatory, the Tenderer must attend the tender briefing session.

Tenderers are required to provide the names and contact details of their representatives who will attend the Tender briefing session, at least 24 hours prior to time and date of the Tender briefing session, by contacting the Principal's Contact.

Tenderers will only be permitted to have the maximum number of representatives set out in Item 2 of the Key Details attend any Tender briefing session.

Lodgement of Tender

* + - 1. Requirement to lodge

The complete Tender must be submitted by no later than the Closing Time and in accordance with clause 8.2.

* + - 1. Method of Tender submission

Tenders must be submitted using Electronic Lodgement unless another method is specified in Item 5 of the Key Details. Any Tender that is not submitted in accordance with Item 5 of the Key Details and this clause 8.2 may, in the Principal's absolute discretion, be disregarded and not be considered by the Principal.

Tenders submitted electronically using Electronic Lodgement, a Data Room or email must:

not contain any macros, applets or executable code or executable files (including files compressed by WinZip or other means), unless expressly required by this RFT, and Tenderers must ensure that all electronically transmitted files are free from viruses by checking the files with an up-to-date virus checking program before lodgement;

be in the file format specified in Item 6 of the Key Details;

without limiting clause 8.2(b)(ii), be in a file format that can be read, formatted, displayed and printed by currently supported editions of the format specified by the Principal in Item 6 of the Key Details;

contain the "file name(s)" or "subject" indicated in Item 6 of the Key Details; and

not include file attachments exceeding the size limit set out in Item 6 of the Key Details.

To the extent permitted by Law, the Principal accepts no responsibility or liability to Tenderers in connection with, or arising out of, the electronic transmission of Tender information, including in relation to security, confidentiality, privacy or data corruption. Tenderers are responsible for ensuring that they have adequate electronic security systems in place.

A Tenderer, by electronically lodging a Tender, is taken to have accepted the conditions detailed in this RFT and any conditions of the relevant electronic platform.

* + - 1. Acknowledgement of receipt of Tender

An acknowledgement by or on behalf of the Principal or the Principal's Contact of receipt of a Tender does not mean or imply that the Tender is a conforming Tender.

* + - 1. Acceptance of Conditions of Tendering

By lodging a Tender, a Tenderer confirms that it is bound by these Conditions of Tendering.

Tender submission requirements

* + - 1. Format

The Tender must be compiled in sections and in the following order:

Section 1 - Completed Tender Form;

Section 2 - Completed Tender Schedule 1 (Pricing);

Section 3 - Completed Tender Schedule 3 (Conditions of Contract); and

Section 4 - Remaining Completed Tender Schedules.

Clauses 9.2 and 9.3 set out in more detail the information to be provided with the Tender.

The Tender and all documents forming part of the Tender must be in the English language and all measurements and quantities must be in units consistent with the provisions of the *National Measurement Act 1960* (Cth) and the International System of Units.

* + - 1. Section 1 – Completed Tender Form

A Tenderer must duly complete and submit the Tender Form included in the Tender Documents.

The completed Tender Form must be signed by a duly authorised agent of the Tenderer.

Where a Tenderer comprises 2 or more persons (whether a joint venture, consortium, partnership or any other unincorporated grouping of 2 or more persons):

the Tenderer must include in its Tender submission:

1. for each of the persons who comprise the Tenderer, all of those details about the Tenderer that are required by the Tender Documents; and
2. a copy of the agreement governing the arrangements between those persons (whether a joint venture agreement, consortium agreement, partnership agreement or otherwise); and

each of those persons is jointly and severally bound by the Tender and these Conditions of Tendering.

* + - 1. Section 2 – Tender Schedule 1 (Pricing)

Tenderers must duly complete and submit Tender Schedule 1 (Pricing). Prices should only be disclosed in Tender Schedule 1 (Pricing).

The completed Tender Schedule 1 (Pricing) must:

provide the information required in Tender Schedule 1 (Pricing);

be clearly marked-up using the track changes function in Microsoft Word to reflect any alterations to Tender Schedule 1 (Pricing) (other than the inclusion of the information required by Tender Schedule 1 (Pricing);

be contained in a separate file attachment from the other Tender documents; and

be signed by a duly authorised agent of the Tenderer.

* + - 1. Section 3 – Tender Schedule 3 (Conditions of Contract)

Tenderers must duly complete and submit Tender Schedule 3 (Conditions of Contract).

The completed Tender Schedule 3 (Conditions of Contract) must:

provide the information required in Tender Schedule 3 (Conditions of Contract); and

be signed by a duly authorised agent of the Tenderer.

* + - 1. Section 4 – Remaining Completed Tender Schedules

Tenderers must duly complete and submit all of the remaining Tender Schedules that form part of the Tender Documents and provide all other information required by the Tender Schedules.

Each completed Tender Schedule must be signed by a duly authorised agent of the Tenderer. Any alterations to the remaining Tender Schedules (other than the inclusion of the information required by the Tender Schedules) must be clearly marked-up using the track changes function in Microsoft Word.

* + - 1. Evidence of agent’s authority

If requested to do so by the Principal's Contact, a Tenderer must produce evidence of the authority of any agent who has signed any part of the Tender on behalf of the Tenderer.

Tender Validity Period

By submitting a Tender, and in accordance with the Tender Form executed by the Tenderer, each Tenderer agrees (without in any way limiting the operation of clause 14) that:

its Tender will remain valid and irrevocable until the date the Tenderer gives written notice to the Principal's Contact that the Tender has been withdrawn;

it will not give a notice withdrawing its Tender any earlier than the period of time set out in Item 8 of the Key Details after the Closing Time; and

any notice withdrawing or purporting to withdraw its Tender that is given prior to the expiry of the period of time mentioned in clause 10(a)(ii) will be ineffective.

Nothing in clause 10(a) limits the operation of clause 15.5 in any way.

Variations, Non-Conforming and Alternative Tenders

* + - 1. Variations to Tenders

A Tenderer may replace, amend or supplement its Tender only if invited to do so by the Principal. The Principal reserves the right to ask for replacement, amended or supplemental Tenders from one or more Tenderers but is under no obligation to do so. The Principal is entitled, in its absolute discretion, to consider and accept a replacement, amended or supplemental Tender from any Tenderer (whether requested by the Principal or not) and without reference to any other Tenderers. The Principal is not required to extend the same opportunity to each Tenderer.

* + - 1. Rejection of Non-Conforming Tenders

A Tender that:

is not submitted by the Closing Time or in accordance with clause 8.1;

does not comply in every respect with the requirements of the Tender Documents (including these Conditions of Tendering); or

seeks to include a Tenderer's own conditions of tendering or conditions of contract,

(**Non-Conforming Tender**) may be rejected and/or not considered, regardless of the reason for the late submission or the non-conformance.

Notwithstanding clause 11.2(a), the Principal is entitled, in its absolute discretion, to consider and accept a Non-Conforming Tender.

* + - 1. Alternative Tenders

A Tenderer may submit one or more alternative Tenders that propose solutions, materials, quantities, specifications or methodologies which are different from those specified in this RFT (**Alternative Tender**), provided it has also submitted a Tender that complies with the requirements of the Tender Documents.

An Alternative Tender (if any) must be marked "Alternative Tender No [insert]" and must be submitted as a separate Tender, on a separate Tender Form and with separate completed Tender Schedules. All departures from the Tender Documents and any claimed benefits to the Principal, must be clearly identified.

Notwithstanding clause 11.3(a) , the Principal may consider and accept an Alternative Tender even if the Tender that it accompanies as per clause 11.3(a) does not comply with the requirements of the Tender Documents.

Tender evaluation

* + - 1. Information requests

After a Tender has been lodged, the Principal's Contact may require a Tenderer to submit further information. Tenderers must respond promptly to all such requests. All responses must be sent to the Principal's Contact in the manner stated in clause 13.1.

Additional information may be requested via a tender information request form. The form will have separate sections for the Principal's/ Principal's Contact's request, the Tenderer's response, a record of any subsequent discussion at a tender interview (if applicable), any final resolution and the signature of the Tenderer's authorised agent.

Completed and resolved tender information request forms will be taken to form part of the Tender. However, any provision in a tender information request form which is not in full conformance with the Tender Documents will have no force or effect unless the particular provision is specifically noted in the tender information request form as a departure from the Tender Documents.

* + - 1. Interview and meetings

The Principal may, in its absolute discretion, interview or meet with any one or more of the Tenderers.

If a Tenderer is called to such an interview or meeting, the Tenderer must be represented at the interview by an authorised person (or persons) who is conversant with all technical, financial and contractual details of the Tender.

* + - 1. Evaluation criteria

The evaluation of Tenders will be based on (but not limited to) the criteria set out in Annexure B (which are not listed in order of priority or importance).

Without in any way limiting the operation of clause 15 or 16(f)(ii), in any evaluation of Tenders the Principal may take into account the evaluation criteria identified in Annexure B (not necessarily in order of priority or weighting).

Process matters

* + - 1. Questions and requests for clarification

If the Tenderer has a question or request for clarification (**Enquiry**), the Enquiry must be submitted to the Principal's Contact in the manner, and within the period, specified in Item 7 of the Key Details.

Where an Enquiry has been made by the Tenderer under clause 13.1(a):

the Tenderer must ensure that each Enquiry is marked either 'Confidential' (if the Tenderer is of the view that the Enquiry relates to proprietary aspects of the Tender or is commercial-in-confidence) or 'Non-confidential';

Enquiries and the Principal's responses will be provided to all Tenderers except where:

the Enquiry relates to proprietary information relevant to the Tender of the Tenderer making the Enquiry, or is commercial-in-confidence, and the Tenderer has also identified its Enquiry as such in accordance with clause 13.1(b)(i); or

the Principal, in its absolute discretion, is of the opinion that the Enquiry and the Principal's response will materially impact the integrity or the competitiveness of the Tender Process; and

if the Principal, in its absolute discretion, is of the opinion that the Enquiry is not proprietary in nature or commercial-in-confidence, the Principal will advise the Tenderer that the Enquiry and the Principal's response will be provided to all Tenderers and that the Tenderer has the opportunity to withdraw the Enquiry. If the Tenderer then reaffirms its request for a response to the Enquiry, the Enquiry and the Principal's response may be provided to all Tenderers.

* + - 1. Addenda

At any time prior to the formation of a Contract for the performance of the Contractor's Activities and the Works, the Principal or the Principal's Contact may (but without being obliged to do so), for any reason, clarify, add to, modify or otherwise amend the Tender Documents by issuing an Addendum.

Each Addendum will be issued to all Tenderers, except that where, after the Closing Time:

some but not all Tenderers are short listed, further Addenda may only be sent to the short listed Tenderers; and

a preferred Tenderer is identified, further Addenda may only be sent to the preferred Tenderer.

An Addendum may include the text of the request for clarification or other question or matter which led to the Addendum being issued, but will not identify the Tenderer who sought the clarification or raised the question.

* + - 1. Contact with the Principal

Subject to clause 13.3(b), the Tenderer acknowledges and agrees that it will not, and it will ensure that its Associates do not, make contact with:

any Authority;

the Principal or any of its Associates;

members of Parliament or their staff;

any Project Stakeholders; or

the Principal's Contact,

to discuss any aspect of the Project or any matter relating to or arising out of this RFT or its Tender, except as expressly permitted by these Conditions of Tendering.

The Tenderer may only contact Project Stakeholders in relation to the Project and matters relating to or arising out of its Tender if it has obtained the Principal's prior written consent to such contact, and provided that the Tenderer gives the Principal's Contact at least 3 Business Days prior written notice identifying and providing details of the matters which it intends discussing with the Project Stakeholder.

If so requested by the Principal, the Tenderer must:

procure and provide the Principal with an audio recording of the meeting; and

facilitate attendance at the meeting by a representative of the Principal.

The Tenderer acknowledges and agrees that it will not offer any inducement, fee or reward to the Principal or any of its Associates or any Project Stakeholder.

* + - 1. Material changes

The Tenderer must notify the Principal promptly in writing of any:

material change to any:

information contained in its Tender;

additional information submitted to the Principal pursuant to this RFT; or

information submitted to the Principal in any interview, meeting or workshop conducted pursuant to the RFT;

event which may affect or have an impact on the financial position or capacity of the Tenderer or the ability of the Tenderer to continue to participate in the Tender Process or comply with these Conditions of Tendering or to perform the Contractor's Activities or the Works; or

circumstances which may affect the truth, completeness or accuracy of any of the information provided in, or in connection with, its Tender.

Upon receipt of any written notice under clause 13.4(a), the Principal may, in its absolute discretion and without limiting clause 15.5:

terminate the Tenderer's further participation in the Tender Process; or

invite the Tenderer to amend its Tender accordingly.

* + - 1. Complaints

Tenderers may submit complaints in relation to this RFT to the Principal's Contact.

The Principal's Contact will provide the Tenderer with a written response to the complaint within 14 days of receipt.

If it is stated in Item 12 of the Key Details that the requirements of International Agreements apply to this RFT, then the Tenderer must comply with Annexure I for the purpose of resolving any complaints.

* + - 1. Ownership of Tenders

Unless otherwise agreed in writing, all Tenders (including any samples) become the property of the Principal upon submission.

The Tenderer agrees that the Principal will not be required to return to the Tenderer the Tender or any documents, materials, articles and information lodged by the Tenderer as part of, or in support of, its Tender.

Tenderers submit documents in response to this RFT on the basis that the Principal may use, retain and copy the information contained in those documents for the purposes of:

evaluating, selecting and preparing any contract with respect to this RFT; and

the development of any other procurement conducted by the Principal.

In addition, the Principal may disclose Tender documents or any part of such Tender documents to third parties for the purposes of assisting the Principal in the conduct of the Tender Process, including in connection with the Tender evaluation, negotiation and the preparation of any Contract.

Nothing in this clause 13.6 changes or affects the ownership of Intellectual Property Rights in the information contained in the Tender documents.

* + - 1. Debrief

The Principal will offer unsuccessful Tenderers the opportunity to participate in a debrief session following the conclusion of the Tender Process. These sessions will take place no later than two months after the conclusion of the Tender Process. Tenderers wishing to participate in a debrief session must submit a written request to that effect to the Principal's Contact not later than 5 Business Days after the Tenderer receives notice that its Tender is unsuccessful.

Tenderer’s warranty and acknowledgement

* + - 1. Tenderer’s warranty

By submitting a Tender, a Tenderer will be taken to:

represent and warrant to the Principal that:

it has done all of the things referred to in clause 7.1;

it prepared its Tender based on its own investigations, interpretations, deductions, information and determinations;

it did not place any reliance upon the completeness, accuracy, adequacy or correctness of any of the Information Documents; and

its Tender is accurate and complies in all respects with the Tender Documents and the requirements of all applicable Laws; and

acknowledge and agree (to the extent permitted by Law) that neither the Principal nor the Principal's Contact, nor any of their respective Associates, has any liability to the Tenderer (whether in contract, in tort, under statute (to the extent permitted by Law) or on any other basis) arising out of or in connection with:

any incompleteness or inadequacy of, or any inaccuracy or error in, or omission from; or

any use of or reliance by the Tenderer upon,

any of the Tender Documents, any Information Documents or any oral information provided by any of them.

* + - 1. Tenderer’s acknowledgement

By submitting a Tender, a Tenderer will be taken to acknowledge and agree that the Principal will, in considering the Tender and in entering into any contract with the Tenderer (should that occur), be relying upon the representations and warranties given by the Tenderer in the Tender Form and in accordance with these Conditions of Tendering.

* + - 1. Proprietary information

The Tenderer warrants that the use, reproduction, communication or modification of its Tender (or any part of its Tender) by the Principal or any person authorised by the Principal in accordance with, or as contemplated by, these Conditions of Tendering or otherwise for the purposes of the Tender Process, will not infringe the Intellectual Property Rights or Moral Rights of any person.

No contract and no obligation to consider or accept any Tender

* + - 1. No Contract

No contract exists or will come into existence between the Principal and a Tenderer in respect of the Contractor's Activities and the Works or any part thereof or the Tender Process unless and until the Principal and the successful Tenderer enter into a Contract.

The rights, powers and discretions given to the Principal and the Principal's Contact in these Conditions of Tendering are not pursuant to any contract between the Principal or Principal's Contact and the Tenderer but rather are rights, powers and discretions that the Principal and the Principal's Contact have as part of the Tender Process.

Despite clauses 15.1(a) and 15.1(b), by submitting a Tender a Tenderer is bound by the terms of the Tender Form.

* + - 1. Formal Contract

Before any Contract is entered into, the Principal may require that a conformed contract document be prepared that takes into account any changes to the Tender Documents and the outcomes of any negotiations during the Tender Process.

Each Tenderer acknowledges and agrees that no other document issued and no other representation made or conduct engaged in, by or on behalf of the Principal (other than as set out in clause 15.1(a)) will be deemed to be acceptance of a Tenderer's Tender or to create any contractual or other legal relationship between the Principal and a Tenderer or otherwise oblige the Principal to enter into a Contract with the Tenderer.

* + - 1. No obligation

Without limiting a Tenderer's obligations under clauses 11 and 12, the Principal and the Principal's Contact have no contractual or other legal obligation to a Tenderer arising out of the invitation in this RFT to submit a Tender with respect to:

the consideration, evaluation, acceptance or rejection of any Tender; or

the failure to consider, evaluate or accept any Tender.

In particular, the Principal and the Principal's Contact are under no obligation to:

receive, consider or evaluate any Tender;

receive, consider or evaluate any Tender in any particular way or within any particular time;

accept the lowest Tender or any Tender; or

give any reasons for any decision they make in respect of the Tender Process.

* + - 1. Principal not liable

Without limiting clauses 15.3 or 19, in no circumstances will the Principal or the Principal's Contact or any of their respective Associates be liable to a Tenderer (whether a Tenderer is successful or unsuccessful) whether in contract, tort (including negligence or misrepresentation), under statute (to the extent permitted by Law) or otherwise, for any costs, losses, expenses, liabilities or damages incurred or suffered by any Tenderer:

in responding to the RFT, and in submitting a Tender or in otherwise acting in reliance upon these Conditions of Tendering;

arising out of or in connection with:

any Tenderer's participation in or response to any discussions, negotiations, interviews, Enquiries or requests for details or information whether before or after the Closing Time; or

any Tenderer's participation in the Tender Process generally; or

arising out of or in connection with the exercise, or failure to exercise, by the Principal or the Principal's Contact of any of their rights, powers and discretions under these Conditions of Tendering, including rights under clause 15.5.

Without limiting clause 15.4(a), any Tenderer that is not selected as the successful Tenderer will have no recourse against the Principal or the Principal's Contact or their respective Associates, in relation to any decisions of the Principal or the Principal's Contact:

to select another Tenderer as the successful Tenderer;

to not select any of the Tenderers as the successful Tenderer; or

to not proceed with the Project.

* + - 1. Discretion of Principal

The Principal (either itself or through the Principal's Contact) reserves the right in its absolute discretion, and without limiting any other rights which the Principal may have whether under these Conditions of Tendering or otherwise, to do any one or more of the following without giving reasons:

withdraw any RFT;

amend these Conditions of Tendering, any other Tender Documents, the scope of the Contractor's Activities or the Works;

vary, suspend or terminate the Tender Process;

extend the Closing Time;

change the details for lodgement of Tenders;

reject or refuse to consider or evaluate any Tender or all Tenders;

discontinue consideration of any Tender;

terminate at any time the further participation in the Tender Process by any Tenderer;

decline to accept the lowest Tender or any Tender;

accept any Tender (whether a conforming Tender, Non-Conforming Tender or Alternative Tender);

accept or reject the whole of any part of any Tender to the extent, in the case of part-acceptance, that part of the Tender is capable of such partial acceptance;

at any time, vary or alter any process or procedure regarding the consideration or the evaluation of any Tender or Tenders (including the evaluation criteria);

adopt different approaches with different Tenderers;

require additional information, clarification or further offers from any one or more Tenderer (but is not obliged to take into account additional information provided);

negotiate on any aspect of a Tender before accepting or rejecting any Tender;

invite best and final offers from any one or more Tenderers;

invite further or other persons to tender for the performance of the Contractor's Activities and the Works;

select a Tenderer as a preferred Tenderer, or elect not to select any Tenderer as a preferred Tenderer, or having selected a Tenderer as a preferred Tenderer, terminate that selection and select one or more other Tenderers as preferred Tenderer or preferred Tenderers or negotiate with any Tenderer notwithstanding it has not been selected as a preferred Tenderer (and selection as a preferred Tenderer does not affect or limit the Principal’s rights or the Tenderer’s obligations under this RFT and is not a representation that a contract will be entered into between the Principal and that Tenderer);

negotiate with one or more Tenderers and enter into the Contract without prior notice to any other Tenderer;

not proceed with the Contractor's Activities and the Works;

proceed with the Contractor's Activities and the Works on the basis of a different scope of work or on terms different from those stated in the Tender Documents and/or using a different procurement method;

negotiate and enter into a contract with any person (including someone other than a Tenderer) for the performance of the Contractor's Activities and the Works and/or any other work without prior notice to the Tenderer;

allow any Tenderer to clarify, alter, amend, add to or change its Tender or Associates after the Closing Time, without notifying or offering the same opportunity to other Tenderers;

in evaluating any Tender or selecting a preferred Tenderer, have regard to:

the Principal’s and its Associates’ knowledge of and previous experience and dealings with any Tenderer or any of its Associates; or

information concerning a Tenderer or any of its Associates which is in the public domain or which is obtained by the Principal or its Associates through its or their own investigations;

hold discussions, interviews, meetings or workshops with any one or more Tenderer at any time during the Tender Process;

issue Addenda or Information Documents;

suspend or terminate the Tenderer’s participation in the Tender Process if the Principal forms the view that the Tenderer or any of their respective Associates has breached these Conditions of Tendering;

waive any requirement or obligation under these Conditions of Tendering; and

take such other action as it considers, in its absolute discretion, appropriate in relation to the Tender Process.

No Tenderer is entitled to enquire into the basis of the Principal's decisions under clause 15.5(a).

To the extent permitted by law, Tenderers will have no claim against the Principal or the Principal's Contact arising out of the Principal's or the Principal's Contact's exercise, or failure to exercise, any rights or discretions under these Conditions of Tendering.

Probity and competitiveness

By submitting a Tender, the Tenderer warrants that:

the Tenderer and each of its Associates are not a member of, or otherwise involved with, a competing Tenderer in respect of the Project;

as at the Closing Time, no actual, potential or perceived probity issues (including any actual, potential or perceived conflicts of interest) exist or are likely to arise in respect of the Tenderer or any of its Associates, or in respect of its involvement in the Project, including any relationships between the Tenderer and a competing Tenderer (including the existence of related parties, common directors, advisers or employees), other than those probity issues disclosed and described in its Tender; and

it will not place itself, and will procure that its Associates do not place themselves, in a position that may or does give rise to an actual, potential or perceived probity issue at any time during the Tender Process.

If any actual, potential or perceived probity issue arises, or appears likely to arise, including after lodgement of its Tender, the Tenderer must:

immediately notify the Principal in writing as soon as such actual, potential or perceived probity issue becomes apparent to the Tenderer and provide details of such probity issue; and

if the actual, potential or perceived probity issue arises prior to the lodgement of its Tender, fully disclose and describe such probity issue in its Tender.

If a notice is given under clause 16(b)(i), the Principal will, in its absolute discretion, decide on the appropriate course of action. The Tenderer must take all steps required by the Principal to prevent, end, avoid, mitigate, resolve or otherwise manage the actual, potential or perceived probity issue.

The Principal may conduct checks and investigations to satisfy itself that there are no actual, potential or perceived probity issues which may preclude a person from becoming or continuing to be a Tenderer, or a preferred Tenderer (**Probity Check**).

The Tenderer consents (and must procure that its Associates consent) to such Probity Checks and investigations.

The Tenderer acknowledges and agrees that the Principal:

is not obliged to provide the Tenderer with the results of any Probity Checks or investigations;

may take the result of any Probity Checks and investigations into account in evaluating any Tender; and

without limiting clause 15.5 and in its absolute discretion, may reject any Tender, suspend or terminate the Tenderer's participation in the Tender or take such other action as it considers appropriate, having regard to the results of any Probity Checks and investigations.

Disclosure by the Principal

The Tenderer acknowledges and agrees that any information provided as part of its Tender may be subject to disclosure by the Principal or the Principal's Associates pursuant to the Public Disclosure Requirements of the Principal, and the Tenderer consents to such disclosure.

Without limiting clause 17(a), the Principal and its Associates are at liberty to disclose or publish (on the internet or otherwise) any Tender (including an Alternative Tender or Non-Conforming Tender) and any other tendered information, to such persons as it considers necessary for the purpose of evaluating Tenders or obtaining advice, finance or approvals, for government purposes or as required by Law and the Tenderer consents to such publication or disclosure.

Where any information or document is provided by a Tenderer on a confidential basis or relates to a Tenderer’s trade secrets or confidential financial affairs, the Tenderer should endorse the information or document accordingly and the Principal will take that into account when deciding if and to what extent or on what conditions the information might be disclosed to others.

Government Policy Requirements

A successful Tenderer will, under the terms of the Contract, be required to comply with:

the Mandatory Government Policy Requirements; and

the Project Specific Government Policy Requirements that apply to the Project and are identified in Annexure A.

Tenderer bears costs

All costs and expenses incurred by a Tenderer in any way associated with the development, preparation and lodgement of its Tender, including the costs of attending any interview or providing any additional information required by the Principal, will be entirely borne by the Tenderer.

To the extent permitted by Law, the Principal is not liable to any Tenderer for:

any costs, losses, liabilities, damages or expenses incurred by the Tenderer in preparing or lodging its Tender, or in respect of any interview, discussion, enquiries or negotiations undertaken with the Tenderer following the lodgement of its Tender, even if the procurement process is terminated by the Principal; and

any costs on the basis of any promissory estoppel, quantum meruit or any other contractual, quasi contractual or restitutionary grounds whatsoever as a consequence of any matter or thing relating to, or incidental to the Tenderer’s participation in the Tender Process.

General

* + - 1. Notices

Notices given to a Tenderer whether before or after the Closing Time may be posted or transmitted via the same electronic platform specified in Item 5 of the Key Details for the lodgement of Tenders, or by email to a Tenderer's address for notices given in the Tender Form, and such posting or transmission will be taken to be good service of such notices.

* + - 1. Governing law and jurisdiction

These Conditions of Tendering and a Tenderer’s agreement to be bound by them, are governed by and are to be construed according to the law applying in Victoria.

Each Tenderer irrevocably:

submits to the non‑exclusive jurisdiction of the courts of Victoria (and the courts competent to determine appeals from those courts) with respect to any proceedings that may be brought at any time relating to these Conditions of Tendering and a Tenderer’s agreement to be bound by them; and

waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 20.2(b)(i).

Definitions and interpretation

* + - 1. Definitions

In this RFT, unless defined below, capitalised terms used in this RFT have the same meaning given to those terms in the Conditions of Contract:

**Addendum** means an addendum issued by the Principal or the Principal's Contact under clause 13.2.

**Alternative Tender** has the meaning given in clause 11.3(a) .

**Annexure** means an annexure to these Conditions of Tendering.

**Associate** means any officer, employee, agent, consultant, contractor, subcontractor, nominee, licensee or advisor of a party but:

in the case of a Tenderer, excludes the Principal, the Principal's Contact, and the Principal's Associates; and

in the case of the Principal, excludes the Tenderer and the Tenderer's Associates.

**Business Day** means a day in Melbourne that is not a Saturday, Sunday or a public holiday gazetted in the *Public Holidays Act 1994* (Vic).

**Closing Time** means the closing time and date identified in Item 1 of the Key Details, or such later closing time or date as the Principal may notify in writing.

**Code of Practice** means a code of practice as defined in, and approved under, the *Privacy and Data Protection Act 2014* (Vic) and, where applicable, any analogous codes under the *Privacy Act 1988* (Cth) or other relevant Legislation of the Commonwealth of Australia.

**Conditions of Contract** means the conditions of contract, including any Schedules and Attachments thereto, set out in Part D of this RFT.

**Conditions of Tendering** has the meaning given in clause 6.1(a).

**Confidentiality Deed Poll** means the deed poll attached at Annexure F.

**Contract** means a contract for the performance of the Contractor's Activities and the Works.

**Data Room** means any data room operated by or on behalf of the Principal containing information relevant to the Project.

**Disabling Code** means any computer software known as a back door, time bomb, logic bomb, trojan horse, worm, drop dead device, virus, or any other computer software or configuration intended or designed to:

permit access to or use of the computer systems or associated data of a Tenderer other than as expressly authorised by the Tenderer; or

disable, damage, corrupt or erase, or disrupt or impair the normal operation of, computer systems or associated data of a Tenderer.

**DTF** means the Department of Treasury and Finance

**Electronic Lodgement** means the electronic tender lodgement system maintained by Buying for Victoria and available at <https://www.tenders.vic.gov.au/tender/search?preset=electronic>.

**Enquiry** has the meaning given in clause 13.1(a).

**Information Document** means any document, data or information (whatever its form including electronic or oral, and material contained in any Data Room (if applicable)) given to or made available to a Tenderer during the Tender Process (including at any on-Site meeting or Site visit) in connection with:

this RFT;

the Tender Documents; or

the Project, the Contractor's Activities or the Works,

including any document, data or information marked "for Tenderer's information only", "for information only" or similar, but excluding the Tender Documents.

**Information Privacy Principles** means the principles so identified and set out in the *Privacy and Data Protection Act 2014* (Vic) and, where applicable, any analogous principles under the *Privacy Act 1988* (Cth) or other relevant Legislation of the Commonwealth of Australia.

**Item** means an item in the Key Details.

**Key Details** means clause 5 of Part A to this RFT.

**Margin** means the percentage nominated in Tender Schedule 1 for preliminaries, overhead costs and profit.

**Ministerial Direction** or **Direction** means the directions titled "Ministerial Directions for Public Construction Procurement in Victoria" issued pursuant to Part 4 of the *Project Development and Construction Management Act 1994* (Vic) on 1 July 2018, as amended or replaced from time to time.

**Non-Conforming Tender** has the meaning given in clause11.2(a).

**Permitted Purpose** means to:

prepare and lodge a Tender (or consider and determine whether or not to lodge a Tender) in accordance with this RFT; or

comply with an obligation under this RFT.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database) that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**Principal** means the person identified as the Principal in Item 13 of the Key Details.

**Principal's Contact** means the person identified as the Principal's Contact Person in Item 14 of the Key Details, or any other person from time to time appointed in writing by the Principal to be the Principal's Contact for the purposes of this RFT.

**Probity Checks** has the meaning given in clause 16(d).

**Project** means the project described in Item 15 of the Key Details.

**Project Specific Government Policy Requirements** means the requirements identified in Annexure A to these Conditions of Tendering.

**Project Stakeholders** means:

any government or any governmental, semi-governmental or local government authority, local council, administrative or judicial body or tribunal, department, commission, public authority, agency, minister statutory corporation or instrumentality having jurisdiction over or involvement in any part of the Project; and

any person notified by the Principal to a Tenderer to be a Project Stakeholder to the extent they have jurisdiction over or involvement in any part of the Project.

**Public Disclosure Requirements** has the meaning given in the Conditions of Contract.

**Request for Tender** or **RFT** means the documentation issued to a Tenderer in relation to which it may submit a Tender for delivery of the Project.

**Tender** means any tender lodged in response to this RFT, whether a conforming Tender, a Non-Conforming Tender or an Alternative Tender.

**Tender Documents** means the documents listed in clause 6 and any other document issued to a Tenderer by the Principal or the Principal's Contact after the issue of the Tender Documents by way of an Addendum and expressly stated to be a Tender Document.

**Tender Form** means the tender form which forms part of the Tender Documents.

**Tender Process** means the procurement process for the Project, including the RFT phase.

**Tender Schedules** means the tender schedules referred to in clause 6.1(c) which form part of the Tender Documents.

**Tender Validity Period** has the meaning given in Item 8 of the Key Details.

**Tenderer** means a person invited to lodge a tender for the performance of the Works described in the Tender Documents.

**VPS** means Victorian Public Service.

**Works** means the physical works which are to be the subject of the Contract and as described in general terms in Item 16 of the Key Details (and more particularly described in the Tender Documents).

* + - 1. Interpretation

In these Conditions of Tendering:

headings are for convenience only and do not affect interpretation,

and unless the context indicates a contrary intention:

an obligation or liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;

if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

"**person**" includes an individual, the estate of an individual, a corporation, a government, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and in the case of a trustee, includes a substituted or an additional trustee;

a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure in these Conditions of Tendering;

a reference to a document (including the Tender Documents or any one of them) is to that document as varied, novated, ratified or replaced from time to time;

a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

"**includes**" in any form is not a word of limitation;

the meaning of "**or**" will be that of the inclusive, being one, some or all of a number of possibilities;

a reference to "**$**" or "**dollar**" is to Australian currency; and

the term "**may**" when used in the context of a power, right or remedy exercisable by the Principal means that the Principal can each exercise that power, right or remedy in their absolute and unfettered discretion and the Principal has no obligation to do so.

1. - Project Specific Government Policy Requirements

| Policy requirements | | |
| --- | --- | --- |
| **Item No** | **Policy Requirement** | **Details** |
|  | **Does the Local Jobs First policy apply to the Project?** (Clause 18(b)) | ……Yes ……No  *(if nothing stated, ‘Yes’ applies)* |
|  | **Requirements for Project** (Annexure C, clause 1.4)  ***[Guidance Note: Set out specific local and other content requirements for the Project, which may include achieving minimum Local Content percentage requirements to demonstrate other industry outcomes such as skills development, etc.***  ***Items (a) and (c) apply when the project is a Strategic Project.***  ***Item (b) applies when the project meets the threshold for Major Projects Skills Guarantee.***  ***Item (c) is used to list other requirements, such as maximising the use of locally produced steel]***  ***[When the project is a Standard Project without Major Projects Skills Guarantee, insert ‘No specific Local Jobs First requirements apply to this RFT’]*** | (a) Minimum local content requirement [percentage]  (b) [10 per cent of the total number of estimated hours of work on the Project be undertaken by apprentices, trainees or cadets]  (c) [other requirements]  *If nothing stated:*  *(a) Minimum local content requirement: 90% for a construction works project 80% for a services project or a maintenance project 80% for the maintenance or operations phase*  *(b) 10%of the total number of estimated hours of work on the Project be undertaken by apprentices, trainees or cadets* |
|  | **Tender reference number to use in the Victorian Management Centre** (Annexure C, clause 1.5(g)) | [Insert tender reference number] |
|  | **Does Social Procurement Framework apply to this tender?** (Clause 18(b) and Annexure D)  ***[Guidance Note: The Social Procurement Framework requires buyers to undertake social procurement planning. Refer to Social procurement - Planning requirements for Government buyers]*** | …...Yes ……No  (*if nothing stated, ‘No’ applies*) |
|  | **Social Procurement Framework requirements**  (Clause 18(b) and Annexure D, clause 1.3)  ***[Guidance Note: If item 4 above indicates that the Social Procurement Framework applies, one of these alternatives must be selected]*** | Alternative 1 - Social Procurement Framework without Building Equality Policy  Alternative 2 – Social Procurement Framework plus Building Equality Policy |
|  | **Is a Social Procurement Commitment Proposal required?**  (Annexure D, clause 3(a)) | All Tenders must include a Social Procurement Commitment Proposal  A Social Procurement Commitment Proposal is required upon request  *(if nothing stated, Tenderers must include a Social Procurement Commitment Proposal)* |
|  | **Is the Tenderer permitted to identify and respond to Social Procurement Framework Outcomes in addition to the Social Procurement Framework Outcomes nominated by the Principal at Tender Schedule 19?**  (Annexure D, clause 3(f)) | …...Yes ……No  *(If nothing stated, 'No' applies)* |
|  | **Do the Fair Jobs Code provisions apply?** | ……Yes ……No  *(If nothing stated, 'Yes' applies)* |
|  | **If the Fair Jobs Code provisions apply - alternative applying:** | 1. **Alternative 1** – Fair Jobs Code Pre-Assessment Certificate with related requirements 2. **Alternative 2** – Fair Jobs Code Pre-Assessment Certificate with related requirements and FJC Plan with related requirements 3. *(If nothing stated, Alternative 1 applies)*   ***[Guidance Note: Alternative 1 applies when the value of the Contract is $1M but under $20M (excl. GST). Alternative 2 applies when the value of the Contract is $20M or more (excl. GST)].*** |
| 10 | Do the Tip Truck Policy provisions apply? | …...Yes ……No |

1. - Evaluation Criteria

***[Guidance Note: Insert evaluation criteria on a project specific basis which are linked to the Project’s objectives so as to enable the Agency to evaluate which tender represents the best value for money. Align the information requested in the Tender Schedules with the evaluation criteria and identify any mandatory criteria.]***

**Mandatory evaluation criteria**

***[Guidance Note: Tenderers must satisfy mandatory evaluation criteria as required by*** [***Ministerial Direction 3.7 and Instruction 3.7***](https://www.dtf.vic.gov.au/ministerial-directions-and-instructions-public-construction-procurement/evaluation-criteria-direction-and-instruction-37)***. Mandatory evaluation criteria should include the following:]***

1. A Tender must demonstrate:

value for money, after taking into account all of the individual evaluation criteria including price;

compliance, to the satisfaction of the Principal, with the occupational health and safety management evaluation criteria as set out in Annexure G;

compliance, to the satisfaction of the Principal, with the industrial relations management evaluation criteria as set out in Annexure H); and

[*insert appropriate criteria to enable consideration of each Tenderer's past performance in delivering Works whether for Agencies within the Victorian Government, other governments or non-government organisations.]*

1. Local Jobs First Policy – the following evaluation criteria apply if it is stated in Annexure A that the Local Jobs First Policy applies:

Tenderers must be registered on the Victorian Management Centre (VMC) managed by Industry Capability Network (Victoria).

Tenderers must have completed and submitted an LIDP by completing the form on the VMC, available at [icnvic.my.site.com](https://icnvic.my.site.com/s/login/?ec=302&startURL=%2Fs%2F), using the Tender reference number.

To demonstrate that the LIDP submitted is completed correctly and includes all required information, Tenderers must submit, as part of their Tender, an acknowledgement letter from Industry Capability Network (Victoria), confirming LIDP submission.

A Tender will not be evaluated if an acknowledgement letter is not supplied. The Principal will not accept a Tender that does not include a compliant LIDP.

1. Social Procurement Framework – the following evaluation criterion apply if it is stated in Annexure A that the Social Procurement Framework applies:

The Tenderer must have submitted a Social Procurement Commitment Proposal.

The Tenderer's Social Procurement Commitment Proposal must:

1. provide information about its current performance, as at the time of RFT, in relation to delivering Social Procurement Framework Outcomes;
2. propose Social Procurement Commitments;
3. detail how the Tenderer plans to comply with, report on and demonstrate its compliance with proposed Social Procurement Commitments; and
4. contain sufficient information to demonstrate to the reasonable satisfaction of the Principal how the Tenderer will comply with its Social Procurement Commitments if its Tender is successful.

**Other evaluation criteria**

***[Guidance Note: Insert evaluation criteria on a project specific basis]***

1. The Principal will take the commercial and risk allocation implications of any amendments to the Conditions of Contract proposed in Tender Schedule 3 into account when evaluating the Tenderer's Tender.

If it is stated in Annexure A that the Tenderer permitted to identify and respond to Social Procurement Framework Outcomes in addition to the Social Procurement Framework Outcomes nominated by the Principal at Tender Schedule 19, the Social Procurement Framework Outcomes that the Tenderer identifies and responds to in it’s the Social Procurement Commitment Proposal.

[***Insert any other additional evaluation criteria.]***

**Weightings to apply to components of the evaluation process**

***[Guidance Note: In accordance with*** [***Instruction 3.7.2***](https://www.dtf.vic.gov.au/ministerial-directions-and-instructions-public-construction-procurement/evaluation-criteria-direction-and-instruction-37)***, Agencies may, but are not required to, provide tender participants with an indication of the relative importance or weighting of the evaluation criteria. The exceptions to that position are:***

* ***the Local Jobs First Policy and Social Procurement Framework, and any other policies which require the use of certain weightings; and***
* ***when complying with International Agreements,*** [***Instruction 2.1***](https://www.dtf.vic.gov.au/ministerial-directions-and-instructions-public-construction-procurement/complying-international-agreements-direction-21-and-instructions-21-and-22#:~:text=Complying%20with%20International%20Agreements%20(Instruction%202.1)&text=(iv)%20where%20it%20is%20not,set%20out%20in%20this%20Instruction.) ***applies to the procurement.]***

The following weightings apply to components of the evaluation process:

1. **Local Jobs First Policy**

If it is stated in Annexure A that the Local Jobs First Policy applies, the content of the Tenderer’s LIDP will be allocated a weighting of:

[insert] per cent for industry development, including commitments made in relation to the Victorian Industry Participation Policy; and

[insert] per cent for job outcomes, including, if applicable, job outcomes provided by the Major Projects Skills Guarantee.

***[Guidance Note: The Local Jobs First Policy requires a minimum 10% weighting for each of the components in the Local Jobs First Policy.]***

1. **Social Procurement Framework**

If it is stated in Annexure A that the Social Procurement Framework applies, the content of the Tenderer’s Social Procurement Commitment Proposal will be allocated a weighting of [insert] per cent for the social commitment made.

1. ***[Insert any other additional evaluation criteria.]***

***[Guidance Note: Agencies should refer to:***

* + - [***http://www.dtf.vic.gov.au/Infrastructure-Delivery/Public-construction-policy-and-resources/Practitioners-Toolkit***](http://www.dtf.vic.gov.au/Infrastructure-Delivery/Public-construction-policy-and-resources/Practitioners-Toolkit) ***for other requirements or selection criteria that may apply.***
    - ***the Local Jobs First Policy Agency Guidelines available at*** [***www.localjobsfirst.vic.gov.au***](http://www.localjobsfirst.vic.gov.au)***.***
    - [***www.buyingfor.vic.gov.au/social-procurement-evaluating-social-and-sustainable-procurement-objectives-and-outcomes***](http://www.buyingfor.vic.gov.au/social-procurement-evaluating-social-and-sustainable-procurement-objectives-and-outcomes)***.***
    - ***Public Construction – Instruction 3.7 (Evaluation criteria) issued by the Secretary of the Department supporting the Minister responsible for Part 4 of the Project Development and Construction Management Act 1994 (Vic) in preparing the evaluation criteria.***
    - ***If the requirements of an International Agreement apply to an Agency when undertaking Public Construction Procurement, requirements applicable to the evaluation criteria.***
    - ***The mandatory industrial relations management criteria which include evaluation criteria to implement the Fair Jobs Code. See Attachment 2 to Instruction 3.7 for more detail.]***

1. - Local Jobs First Policy
   * 1. Overview
        1. The Local Jobs First Policy (**LJF Policy**) issued under the *Local Jobs First Act 2003* supports businesses and workers by ensuring that small and medium size enterprises are given a full and fair opportunity to compete for both large and small government contracts, helping to create job opportunities, including for Apprentices, Trainees and Cadets. The LJF Policy is implemented by Victorian Government departments and agencies to help drive local industry development.
        2. The LJF Policy comprises the Victorian Industry Participation Policy (**VIPP**) and the Major Projects Skills Guarantee (**MPSG**).
           1. VIPP seeks to ensure that small and medium-sized businesses are given full and fair opportunity to compete for government contracts.
           2. MPSG is a policy that provides job opportunities for Apprentices, Trainees and Cadets on high value construction projects.
        3. Local Jobs First applicable projects include but are not limited to:
           1. the purchase of goods and/or services, regardless of the method of procurement (including individual project tenders, State Purchase Contracts, supplier panels);
           2. construction projects (incorporating design and construction phases and all related elements), including individual projects, Public Private Partnerships, Alliance Contracts, Market Led Proposals, supplier panels and auctions; and
           3. grant and loan projects, including grant agreements or loan arrangements to private, non-government and local government organisations for a single or group of projects.
        4. The LJF Policy applies to standard projects above the threshold values of:
           1. $3 million or more for state-wide projects or for projects in metropolitan Melbourne, and
           2. $1 million or more in regional Victoria, or
           3. any project valued at less than $3 million that the Minister has declared to be a standard project.
        5. This RFT is for a Local Jobs First Standard project. For further information, Tenderers should refer to the LJF Policy and Guidelines which can be found at www.localjobsfirst.vic.gov.au.
     2. Definitions
2. **Apprentice** means a person (excluding Cadets and Trainees) whom a person has employed and undertaken to train under a Training Contract:
   1. that is registered with the VRQA;
   2. combining structured training with paid employment in an entry-level role related to a Local Jobs First applicable project; and
   3. under which, where the Major Projects Skills Guarantee applies, the structured training:
      1. relates directly to the person's role on the Local Jobs First applicable project; and
      2. is otherwise consistent with the Training Contract.
3. **Cadet** means a person (excluding Apprentices and Trainees) who is concurrently:
   1. enrolled in and undertaking tertiary education provided by:
      1. a vocational education and training provider registered with the Australian Skills Quality Agency; or
      2. a higher education provider registered with the Tertiary Education Quality and Standards Agency; and
   2. employed by the person in an entry-level role and undertaking paid practical work experience:
      1. in respect of a Local Jobs First applicable project; and
      2. that is connected to the person's tertiary education; and
   3. where the Major Projects Skills Guarantee applies:
      1. receiving learning opportunities in the course of their employment; and
      2. undertaking work that is directly related to their tertiary education.
4. **Contestable Items** means goods or services in a procurement process where there are competitive international and local suppliers. 'Competitive' means the suppliers are able to offer comparable goods or services that meet the specifications provided in this RFT. Contestable items can be goods or services at any stage of a project, including maintenance.
5. **Department** has the meaning given in s 3(1) the *Local Jobs First Act 2003*.

**Guidelines** means the Local Jobs First Supplier Guidelines, available at [www.localjobsfirst.vic.gov.au](http://www.localjobsfirst.vic.gov.au).

**Industry Capability Network (Victoria)** or **ICN** means Industry Capability Network (Victoria) Limited ACN 007 058 120 of Level 23, 370 Little Lonsdale Street, Melbourne VIC 3000.

**LJF Policy** means the policy made under s 4 of the *Local Jobs First Act 2003*.

**Local Content** has the meaning given in s 3(1) of the *Local Jobs First Act 2003*.

**Minister** means the Minister with responsibility for administering the *Local Jobs First Act 2003.*

**Project** means the work as described in this RFT.

**Tender Program** means the form of Tender program required to be submitted in accordance with Tender Schedule 5.

**Trainee** means a person (excluding Apprentices and Cadets) whom the person has employed and undertaken to train under a Training Contract:

* 1. that is registered with the VRQA;
  2. combining training with paid employment in an entry level role related to a Local Jobs First applicable project; and
  3. under which, where the Major Projects Skills Guarantee applies, the training:
     1. relates directly to the person's role on the Local Jobs First applicable project; and
     2. is otherwise consistent with the Training Contract.

**Training Contract** has the meaning given in the *Education and Training Reform Act 2006* (Vic).

**Victorian Management Centre** or **VMC** means the automated information management system administered by Industry Capability Network (Victoria).

**VRQA** means the Victorian Registration and Qualification Authority.

* + 1. Contestable Items
       1. The LJF Policy requires that government agencies consider local content and job commitments, particularly in respect of Contestable Items, as a key criterion in tender evaluation and other relevant procurement processes.
       2. Consideration should be given to contestable and non-contestable items in establishing local content commitments.
       3. The Contestable Items within the scope of this invitation are included in the LIDP.
    2. Requirements for Standard Projects

The requirements for this RFT are indicated in Annexure A.

* + 1. Local Industry Development Plan
       1. All Tenderers must prepare a Local Industry Development Plan (LIDP) in accordance with the LJF Policy and Guidelines.
       2. The assessment of the Tender will consider whether and how Tenderers comply with the LJF Policy. This is done through assessment of Tenderers’ LIDPs.
       3. A LIDP must be submitted to the Industry Capability Network (Victoria) and will be made available to the Principal and the Department.
       4. A LIDP must:
          1. specify how the requirements of the LJF Policy will be met;
          2. identify total content and Local Content for the Project;
          3. identify total and local jobs for the Project; and
          4. include any other matter required to be included in the LIDP by the LJF Policy.
       5. In developing the LIDP, Tenderers must consult in good faith with Industry Capability Network (Victoria).
       6. All Tenderers must be registered in the Victorian Management Centre managed by the Industry Capability Network (Victoria).
       7. All Tenderers must complete and submit an LIDP by completing the form on the Victorian Management Centre, available at <https://icnvic.force.com>, using the tender reference number indicated in Annexure A.
       8. The Principal cannot accept a Tender that does not include a compliant LIDP.
       9. To demonstrate that the LIDP submitted is completed correctly and includes all required information, Tenderers must submit, as part of a Tender, an acknowledgement letter from Industry Capability Network (Victoria) confirming LIDP submission.
       10. A Tender cannot be evaluated if an acknowledgement letter is not supplied.
    2. Use of the Local Industry Development Plan
       1. Any post-Tender changes in a Tenderer’s LIDP commitments will require further Industry Capability Network (Victoria) assessment and an acknowledgement letter. Tenderers should refer to the Guidelines for further details.
       2. The contents of a successful Tenderer’s final LIDP will be incorporated into and form part of the agreement to be entered into between that Tenderer and the Principal. Further, the Tenderer’s LIDP information will be recorded centrally for Industry Capability Network (Victoria) certification of the LIDP outcomes reported.
    3. Weighting of commitments to Local Jobs First Policy
       1. In evaluating a Tender for an agreement for a project, the Principal will give weighting to the following parts in the specified amounts:
          1. [insert] per cent for industry development, including commitments made in relation to the VIPP; and
          2. [insert] per cent for job outcomes, including, if applicable, job outcomes provided by the MPSG.
       2. The commitments of a Tenderer's LIDP will be allocated a minimum [insert] per cent weighting for industry development (including commitments made in relation to the VIPP), and [insert] per cent weighting for job outcomes (including, if applicable, job outcomes provided by the MSPG), as part of the tender evaluation process.
    4. Further information and assistance
       1. The Department has prepared the Guidelines for Suppliers on the application of the LJF Policy to projects.
       2. Industry Capability Network (Victoria) provides free services to assist Tenderers in identifying and developing the above information. Tenderers are advised that Industry Capability Network (Victoria) will be available to assist them in implementing the LJF Policy. For further information or assistance, Tenderers can contact Industry Capability Network (Victoria), Level 23, 370 Little Lonsdale Street, Melbourne VIC 3000
       3. Tenderers must attend any briefing provided by the Principal on the LJF Policy.

1. - Social Procurement Framework
   1. Overview
      1. Social Procurement Framework Overview
         1. The Victorian Government is committed to social procurement. Victoria’s Social Procurement Framework aims to increase the value of procured goods, services and construction by delivering social and sustainable outcomes that benefit all Victorians. These outcomes broadly relate to:
            1. fair and inclusive employment;
            2. supplier diversity; and
            3. environmental sustainability.
         2. Value for money underpins government procurement. It is achieving a procurement outcome at the best possible price — not necessarily the lowest price — based on a balanced judgement of financial and non-financial factors relevant to the procurement. The Victorian Government recognises environmental, social and economic factors as a core component of value for money.
         3. For the Tenderer, the Social Procurement Framework is an opportunity to work with government to deliver social and sustainable outcomes, while continuing to grow its business by participating in government procurement. The Victorian Government considers that all Tenderers can deliver one or more of these outcomes when doing business with government.
      2. Building Equality Policy Overview
         1. The Building Equality Policy (**BEP**) is a mandatory policy applicable to all publicly funded construction projects with a total budget allocated over the life of the project of $20 million (exclusive of GST) or more and when the tender is released to market after 1 January 2022.
         2. BEP is comprised of three actions that seek to address the structural and cultural barriers to attracting and retaining women in meaningful employment in the building and construction industry. Under the Building Equality Policy, Contractors are required to undertake the following actions:

Action 1 – meet project specific gender equality targets

Action 2 – engage women as apprentices, trainees and cadets to perform building and construction work

Action 3 – implement Gender Equality Action Plans

* + - 1. The BEP is implemented through the Social Procurement Framework aligning with the Women’s Equality and Safety objective.
    1. Social Procurement Framework – Alternative applying

The Social Procurement Framework may take one of three forms:

Alternative 1 – Social Procurement Framework without Building Equality Policy

Alternative 2 - Social Procurement Framework plus Building Equality Policy

Alternative 3 - Building Equality Policy only

The form of the Social Procurement Framework that applies to this Request for Tender is the alternative indicated in Annexure A.

* 1. Definitions

**Building Equality Policy** or **BEP** means the Victorian government’s Building Equality Policy, as amended from time to time and accessible at https://www.buyingfor.vic.gov.au/building-equality-policy.

**Building Equality Policy Actions** means the three actions that seek to address the structural and cultural barriers to attracting and retaining women in meaningful employment in the building and construction industry. Under the Building Equality Policy, Contractors are required to:

Action 1 – meet project specific gender equality targets

Action 2 – engage women as apprentices, trainees and cadets to perform building and construction work

Action 3 – implement Gender Equality Action Plans.

**Building Equality Policy Commitment** means a commitment made by the Tenderer, as set out in the Social Procurement Commitment Proposal, to deliver the Building Equality Policy Actions.

**Gender Equality Action Plan** or **GEAP** means a plan containing strategies and measures for meeting mandatory actions to promote gender equality. There are two GEAPs – an Organisation Wide Gender Equality Action Plan and a Project Specific Gender Equality Action Plan.

**Organisation Wide Gender Equality Action Plan** means the organisation wide plan prepared by the entity undertaking the onsite building and construction work to be submitted with the Social Procurement Commitment Proposal.

**Project Specific Gender Equality Action Plan** means a project specific plan to be submitted with the Social Procurement Commitment Proposal.

**Social Procurement Commitment** means a commitment made by a Tenderer, as set out in the Social Procurement Commitment Proposal, to deliver a Social Procurement Framework Outcome.

**Social Procurement Commitment Proposal** means the plan submitted by a Tenderer as described in clause 3, in response to this Request for Tender, by completing Tender Schedule 19.

**Social Procurement Framework** means Victoria’s Social Procurement Framework, as amended from time to time and accessible at www.buyingfor.vic.gov.au/social-procurement-framework.

**Social Procurement Objective** means an objective listed in Tables 1 and 2 of the Social Procurement Framework.

**Social Procurement Framework Outcome** means an outcome listed in Tables 1 and 2 of the Social Procurement Framework.

* 1. Social Procurement Commitment Proposal
     + 1. This clause 3 applies if Annexure A indicates that a Social Procurement Commitment Proposal is required. If required, the Social Procurement Commitment Proposal in the form set out at Tender Schedule 19 must be submitted as part of the Tender.
       2. The Social Procurement Commitment Proposal is where the Tenderer:
          1. provides information about its current performance, at the time of this Request for Tender, in relation to delivering Social Procurement Framework Outcomes;
          2. proposes Social Procurement Commitments; and
          3. details how it plans to comply with, report on and demonstrate its compliance with proposed Social Procurement Commitments.
       3. Where the Building Equality Policy applies, the Social Procurement Commitment Proposal is also where the Tenderer:
          1. details how it plans to comply with the targets specified in Actions 1 and 2 of the Building Equality Policy Actions;
          2. confirms it has completed and submitted its Organisation Wide Gender Equality Action Plan and workplace gender audit results, and Project Specific Gender Equality Action Plan (Action 3); and
          3. details how it plans to comply with, report on and demonstrate its compliance with the Building Equality Policy Commitments.
       4. The Social Procurement Commitment Proposal must contain sufficient information to demonstrate to the reasonable satisfaction of the Principal how the Tenderer will comply with its Social Procurement Commitments if successful.
       5. The Social Procurement Framework Outcomes identified in Table 1 of Tender Schedule 19 are prioritised by the Principal for this Request for Tender.
       6. If indicated in Annexure A, in addition to the Social Procurement Framework Outcomes prioritised in Table 1 of Tender Schedule 19, Tenderers may also identify and respond to other Social Procurement Framework Outcomes in the Social Procurement Commitment Proposal.
  2. Principal’s use of the Social Procurement Commitment Proposal
     + 1. The Tenderer’s Social Procurement Commitment Proposal will be evaluated and weighted as set out in Annexure B – Evaluation Criteria.
       2. The Principal may, at its discretion, request further information from, or hold discussions with, the Tenderer regarding its Social Procurement Commitment Proposal.
       3. The Tenderer’s Social Procurement Commitment Proposal (including any Social Procurement Commitments and Building Equality Policy Commitments) will be included and form part of the Tenderer’s obligations under the Contract to be entered into between the successful Tenderer and the Principal.
  3. Further information and assistance
     + 1. Tenderers can access further information and resources about the Social Procurement Framework available at https://www.buyingfor.vic.gov.au/social-procurement-framework-supplier-guidance.
       2. Tenderers can access further information and resources about the Building Equality Policy available at https://www.buyingfor.vic.gov.au/building-equality-policy-suppliers.
       3. Tenderers are strongly encouraged to attend any briefing provided by the Principal on the Social Procurement Framework and the Building Equality Policy. Where it is not practicable for a Tenderer to attend such a briefing, the Tenderer is responsible for:
          1. reading any briefing materials provided by the Principal to the Tenderer; and
          2. providing confirmation to the Principal that it has read and understood the briefing materials (if requested).

1. - Fair Jobs Code
   1. Overview
      * 1. The Fair Jobs Code aims to improve employment outcomes for persons employed by suppliers and service providers to the Victorian Government. The Fair Jobs Code is implemented by Victorian Government departments, agencies and public bodies to help promote fair labour standards and ensure compliance with employment law.
        2. The Fair Jobs Code applies to:
           1. threshold procurement contracts (refer Definitions within this Annexure E); and
           2. high value procurement contracts (refer Definitions within this Annexure E).
        3. For further information, Tenderers should refer to the Fair Jobs Code and FJC Guidelines which can be found at https://www.buyingfor.vic.gov.au/fair-jobs-code-suppliers-and-businesses.
   2. Definitions

**FJC Department** means the Department of Jobs, Skills, Industries and Regions (and its successor Government department) as the Department responsible for the Fair Jobs Code.

**FJC Guidelines** means the Fair Jobs Code guidelines, available at https://www.buyingfor.vic.gov.au/fair-jobs-code-suppliers-and-businesses.

**FJC Plan** or **FJC Plan Addendum** means the Tenderer’s Fair Jobs Code Industrial Relations and Occupational Health and Safety Plan, addressing industrial relations, occupational health and safety requirements and commitments and standards, as required by the Fair Jobs Code.

**FJC Plan Template** or **FJC Plan Addendum Template** means the template Tenderers must follow when submitting a FJC Plan or FJC Plan Addendum (as applicable) as part of a Tender. The FJC Plan Template and FJC Plan Addendum Template is available at https://www.buyingfor.vic.gov.au/fair-jobs-code-tools-and-templates-suppliers-and-businesses.

**Fair Jobs Code** means the Fair Jobs Code, available at https://www.buyingfor.vic.gov.au/fair-jobs-code.

**Fair Jobs Code Unit** means the Fair Jobs Code Unit, an administrative group within the FJC Department with responsibilities in relation to the Fair Jobs Code.

**High value procurement contract** means a contract between a Tenderer and a Victorian Government agency with a value of $20 million or more (exclusive of GST).

**Significant Subcontractor** means an entity engaged, or to be engaged, under a subcontract directly with a successful Tenderer, where the value of that subcontract is $1 million or more (exclusive of GST).

**Threshold** **procurement contract** means a contract between a Tenderer and a Victorian Government agency with a value of $1 million but less than 20 million (exclusive of GST).

* 1. Fair Jobs Code Pre-Assessment Certificate
     + 1. All Tenderers submitting Tenders for threshold procurement contracts or high value procurement contracts must hold a valid Pre-Assessment Certificate issued by the Fair Jobs Code Unit in accordance with the Fair Jobs Code and FJC Guidelines.
       2. A copy of each Tenderer’s Pre-Assessment Number must be included in that Tenderer’s Tender.
       3. Tenderers that do not hold a valid Pre-Assessment Certificate may not be considered for this RFT.
       4. If a Tenderer is unable to secure a valid Pre-Assessment Certificate, it must notify the Principal's Contact as soon as possible prior to submitting its Tender.
       5. The Principal may use its discretion to enter into a Contract with a Tenderer that does not have a valid Pre-Assessment Certificate subject to sections 4.3 or 4.4 of the Fair Jobs Code.
  2. Fair Jobs Code Plan or Fair Jobs Code Plan Addendum
     + 1. In addition to the Pre-Assessment Certificate, all Tenderers submitting Tenders for high value procurement contracts must submit:
          1. for suppliers of construction related services – a FJC Plan (for clarity, a supplier of construction related services provides professional services related to the delivery of construction works); or
          2. for suppliers of construction works - a FJC Plan Addendum (for clarity, a supplier of construction works is a provider of works for construction, maintenance, rehabilitation, alteration, extension or demolition of any improvements on land).

using the FJC Plan Template or FJC Plan Addendum Template (as applicable) at the time of submitting its Tender.

* + - 1. Tenderers that do not submit a FJC Plan or FJC Plan Addendum (as applicable) will not be considered for this RFT.
      2. Commitments made under the FJC Plan or FJC Plan Addendum (as applicable) are binding and will form part of the Contract entered into between a successful Tenderer and the Principal. The Principal and the State will monitor the delivery of the FJC Plan or FJC Plan Addendum (as applicable) to ensure that the commitments are fulfilled.
  1. Agreement and continuing Fair Jobs Code obligations
     + 1. All successful Tenderers will be required to maintain a valid Pre-Assessment Certificate throughout the Contract entered into between that Tenderer and the Principal.
       2. Any Contract between a successful Tenderer and the Principal will include contractual requirements to support the implementation of the Fair Jobs Code.
  2. Changes to Pre-Assessment Certificate Status
     + 1. If a Tenderer’s Pre-Assessment Certificate is revoked or lapses after Tenders are submitted, but before Contracts are awarded, the Tenderer must notify the Principal as soon as practicable but not less than 10 business days after the revocation or expiry date.
       2. A Tenderer will not be awarded a Contract if they do not have a valid Pre-Assessment Certificate unless an exception applies.
  3. Significant Subcontractors

If a Tenderer intends to engage Significant Subcontractor/s to perform any part of any Contract entered into with the Principal for this RFT, then that Tenderer must provide in its Tender:

* + - 1. details of each proposed Significant Subcontractor/s and what roles/responsibilities they will have under the agreement; and
      2. Pre-Assessment Certificate numbers for each proposed Significant Subcontractor.
  1. Further information and assistance

The FJC Guidelines provide guidance on the application of the Fair Jobs Code and are available at https://www.buyingfor.vic.gov.au/fair-jobs-code-suppliers-and-businesses.

The Fair Jobs Code Unit provides information to assist Tenderers regarding Pre‑Assessment Certificates and FJC Plans or FJC Plan Addendums (as applicable). For further information or assistance, Tenderers can contact the Fair Jobs Code Unit:

Buyingfor.vic.gov.au/fairjobscode

fairjobscode@ecodev.vic.gov.au

1. - Confidentiality Deed Poll

***[Guidance Note: Insert if required, otherwise delete Confidentiality Deed Poll and indicate "NOT USED" for this Annexure F to retain numbering.]***

**[insert name]**

(**Principal**)

**[Insert legal name] ([ABN/ACN]) [insert ABN or ACN]**

(Recipient)

[*Guidance Note: Please ensure that the legal name of the Recipient is inserted, together with the ABN or ACN attaching to that legal entity. If the Recipient is a trustee, the name of the entity should clearly state "[Trustee] as trustee for [trust]".*]

**Confidentiality Deed Poll**

**Date**

**Parties** **[insert name]** (**the Principal**)

**[insert legal name]** (**Recipient**)

**Background**

1. The Recipient wishes to obtain access to certain Confidential Information for the Approved Purpose.
2. The Recipient has agreed that any Confidential Information made available to it or its Associates is subject to the terms of this Deed.
3. The parties have agreed on the other matters set out in this Deed.

**Operative provisions**

* 1. Definitions

In this Deed:

1. **Approved Purpose** means in order for the Recipient to participate in the tender process in response to RFT.
2. **Associate** meansofficers, employees, agents, advisers, directors or subcontractors of the Recipient.
3. **Confidential Information** means all information, documents and material of whatever nature and in whatever form made available in the Data Room or otherwise obtained by or on behalf of or made available to or accessed by the Recipient or any of its Associates in connection with the RFT but does not include information which:
   1. is or becomes public knowledge other than by breach of this Deed or other confidentiality obligation;
   2. was already lawfully known to the Recipient on a non-confidential basis at the time of disclosure; or
   3. has been independently developed or acquired by the Recipient.
4. **Data Room** means the electronic data room (if any) established to facilitate access to documents, data and other information for the purposes of the RFT.
5. **Deed** means this Confidentiality Deed Poll.
6. **RFT** means the Request for Tender for [insert Project title] dated [insert date].
   1. Confidentiality
      1. Recipient's obligations
7. Except as expressly permitted by this Deed, the Recipient must, and must ensure that its officers, employees and agents:
   * + 1. hold the Confidential Information in strict confidence and not disclose it or otherwise make it available to any person;
       2. not use any Confidential Information for any purpose other than the Approved Purpose;
       3. not copy, extract, record or reproduce any Confidential Information except to the extent necessary to carry out the Approved Purpose;
       4. ensure any Confidential Information introduced into any computer system or other device is protected from unauthorised access, use, copying, reproduction or disclosure; and
       5. promptly notify the Principal if it becomes aware or suspects that any Confidential Information has been, or is likely to be, held, disclosed, used, copied, reproduced or stored in a way that is inconsistent with the terms of this Deed.
     1. Permitted disclosure
        1. The Recipient may disclose the Confidential Information:
           1. with the prior written consent of the Principal;
           2. subject to paragraph (b), to its Associates to the extent that each has a need to know the information for the Approved Purpose; and
           3. to the extent required by law.
        2. Prior to disclosing any Confidential Information to any advisers or subcontractors of the Recipient, the Recipient must obtain and provide to the Principal an executed deed of confidentiality for the benefit of the Principal in the form of this Deed.
     2. Disclosure required by law
8. If the Recipient is required by law to disclose any Confidential Information the Recipient must, before doing so:
   * + 1. immediately notify the Principal;
       2. if possible, give the Principal a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the Confidential Information; and
       3. notify the third party that the information is the confidential information of the Principal.
     1. Return or destruction of Confidential Information
        1. If requested by the Principal, the Recipient must:
           1. promptly return to the Principal all documents and other physical records of Confidential Information in its possession, custody, power or control;
           2. delete the Confidential Information from any computer system or other device operated, controlled or which may be accessed by the Recipient and its Associates; and
           3. provide a statutory declaration to the Principal confirming that all those records and any copies have been returned or erased, as appropriate.
        2. Notwithstanding clause 2.4(a), the Recipient may retain one (1) copy of the Confidential Information solely for the purpose of compliance with any applicable law or in the event of litigation, or if contained in board papers or other internal senior management reports of the Recipient.
     2. Indemnity
9. The Recipient indemnifies the Principal from and against any claim or loss suffered or incurred by the Principal, arising out of or in connection with any breach of this Deed by the Recipient.
   1. No exclusion of law or equity
10. This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information.
    1. General
       1. Governing Law
11. Each party irrevocably:
    * + 1. submits to the non-exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Deed; and
        2. waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 4.1(a).
      1. Waiver
12. Without limiting any other provision of this Deed, the parties agree that failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this Deed by the Principal does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Deed.
    * 1. Remedies Cumulative
13. The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.
    * 1. Further assurance
14. Each party must do everything necessary, or reasonably required, by another party, to give effect to this Deed and the transactions contemplated by this Deed.
    * 1. Amendments
15. This Deed may only be varied by a document signed by or on behalf of each party.
    * 1. Survival
16. This Deed survives for as long as the Confidential Information remains confidential.

|  |
| --- |
| **EXECUTED AS A DEED POLL**  **[*Guidance Note: Please select from the following execution options and delete the unused option. If you intend to execute using a different method of execution, please request an appropriate execution block from the Principal*]**  **[*Guidance Note: Please use the following execution block for companies signing by two directors or one director and one company secretary. Note that the names and roles of the persons executing this deed must align with the names and roles ascertainable from an ASIC search for the company.*]** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Executed** by **[insert legal name and ABN/ACN]** in accordance with section 127 of the *Corporations Act 2001* (Cth) by: |  |  |  |
|  |  |  |  |
| Signature of director |  |  | Signature of company secretary/director |
|  |  |  |  |
| Full name of director |  |  | Full name of company secretary/director |

**[*Guidance Note: Please use the following execution block for proprietary companies signing by a sole director who is also a sole company secretary. Note that the name and roles of the person executing this deed must align with the name and roles ascertainable from an ASIC search for the company.*]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Executed** by **[insert legal name and ABN/ACN]** in accordance with section 127 of the Corporations Act 2001 (Cth): |  |  |  |
|  |  |  |  |
| Full name of sole director and company secretary who states that he or she is the sole director and sole company secretary of [insert legal name and ABN/ACN] |  |  | Signature of sole director and sole company secretary |

1. – Occupational health and safety management evaluation criteria

**Occupational health and safety (OHS) management criteria for suppliers of Works**

The supplier of Works must **demonstrate**:

1. the supplier of Works or Construction Services’ organisational-specific OHS policy, at the least, states:
   * + a clear commitment to providing for the health and safety of all employees and other workers and others who may be affected by their activities, and achieving legal compliance, through effective risk management;
     + the means by which that commitment will be met (e.g. risk assessment, safe systems of work, training);
     + the respective responsibilities and roles of stakeholders at all levels within and external to the organisation in ensuring safety; and
     + a commitment to continuous improvement and policy review, including a date or time within which the policy will be reviewed.
2. details of the governance (management) structure and process that provide for:
   * + the gathering and analysis of relevant information;
     + reports on relevant matters to be provided to the officers, in a timely fashion (e.g. regular reporting on some matters and timely reporting of incidents);
     + advice to be provided to the officers (from sources within and external to the business);
     + monitoring, auditing and review of performance; and
     + confirmation that information provided to officers allows them to have the required knowledge and understanding of each of the elements of the due diligence definition (e.g. as to hazards and risks, required resources and policies).
3. expertise and knowledge of OHS advisors:
   * + the supplier of Works has expertise and knowledge available to it covering all key aspects of OHS relevant to the business and activities of the supplier of Works; and
     + advisor(s) are suitably qualified taking into consideration the nature of the activities of the supplier of Works.
4. consultation and issue resolution procedures:

4a management representation for consultation, issue identification and response;

4b elected Health and Safety Representative;

4c consultation and issue resolution procedures;

4d Health and Safety Committee, either:

* + - details of any Health and Safety Committee and the charter or constitution or rules that show how the Committee operates; or
    - certification that there has been no request for the establishment of a Health & Safety Committee; and

4e consulting and working with other parties.

1. currency of awareness of OHS.
2. induction and training:

6a that they have in place appropriate processes for induction and training; and

6b that they have in place appropriate records for induction and training.

1. hazard identification and risk control:

7a that they have in place appropriate means by which hazards and risks associated with the activities are identified, assessed and controlled; and

7b that they have in place appropriate the means for compliance with specific requirements, such as by completed Job Safety Analysis, safe work method statements and the means of coordinating safety activities on site.

1. that they have in place appropriate safety management procedures for the safety of independent suppliers of Works and of the employees of independent contractors and others.
2. emergency response:

9a that they have in place appropriate emergency response procedures including review and testing requirements, the availability of suitable first aid facilities, and employee first aid training; and

9b that they have in place appropriate effective dissemination of emergency response information and of testing of emergency response procedures in the past 12 months.

1. incident notification, investigation and response procedures:

10a that they have in place appropriate system for the notification of all incidents internally and (where relevant) to the employer with management and control of the workplace;

10b that they have in place appropriate system for the notification of incidents to WorkSafe Victoria; and

10c that they have in place appropriate system for investigating incidents to determine causes, identify and implement appropriate action to prevent a recurrence.

1. evidence of enforcement activity, or where there has been no enforcement activity a signed statement to that effect.
2. Workers Compensation insurance, providing evidence of currency of insurance, premium rate and industry classification (e.g. premium notice).

**Occupational health and safety (OHS) management criteria for suppliers of Construction Services as designers of buildings and structures**

The supplier of Construction Services as designers of buildings and structures must **demonstrate**:

1. OHS duties of designers of buildings and structures:

1a the corporate position on OHS in design and how it is disseminated;

1b commitment to addressing health and safety in design at project level;

1c systematic approach to address health and safety risks in design;

1d the means by which the supplier builds, maintains and continuously enhances OHS knowledge and capabilities from a design perspective; and

1e management review of overall OHS performance in design project.

Suppliers of Construction Services as designers of buildings and structures must also demonstrate compliance with Criteria 2 – 12 listed for Occupational health and safety (OHS) management criteria for suppliers of Construction Services.

**Occupational health and safety (OHS) management criteria for suppliers of Construction Services**

Note: if the supplier of Construction Services is not being engaged to perform design work, then they do not need to be assessed against Criterion 1.

The supplier of Construction Services must **demonstrate**:

1. the supplier of Construction Services’ organisational-specific OHS policy, at the least, states:
   * + a clear commitment to providing for the health and safety of all employees and other workers and others who may be affected by their activities, and achieving legal compliance, through effective risk management;
     + the means by which that commitment will be met (e.g. risk assessment, safe systems of work, training);
     + the respective responsibilities and roles of stakeholders at all levels within and external to the organisation in ensuring safety; and
     + a commitment to continuous improvement and policy review, including a date or time within which the policy will be reviewed.
2. details of the governance (management) structure and process that provide for:
   * + the gathering and analysis of relevant information;
     + reports on relevant matters to be provided to the officers, in a timely fashion (e.g. regular reporting on some matters and timely reporting of incidents);
     + advice to be provided to the officers (from sources within and external to the business);
     + monitoring, auditing and review of performance; and
     + confirmation that information provided to officers allows them to have the required knowledge and understanding of each of the elements of the due diligence definition (e.g. as to hazards and risks, required resources and policies).
3. expertise and knowledge of OHS advisors, covering:
   * + the supplier of Construction Services has expertise and knowledge available to it covering all key aspects of OHS relevant to the business and activities of the supplier of Works; and
     + advisor(s) are suitably qualified taking into consideration the nature of the activities of the supplier of Works.
4. consultation and issue resolution:

5a management representation for consultation, issue identification and response;

5b elected Health and Safety Representative;

5c consultation and issue resolution procedures,

5d Health and Safety Committee, either;

* + - details of any Health and Safety Committee and the charter or constitution or rules that show how the Committee operates; or
    - certification that there has been no request for the establishment of a Health & Safety Committee; and

5e consulting and working with other parties.

1. currency of awareness of OHS.
2. that they have in place appropriate induction and training processes and records.
3. hazard identification and risk control:

8a that they have in place appropriate means by which hazards and risks associated with the activities are identified, assessed and controlled; and

8b that they have in place appropriate means for compliance with specific requirements, such as by completed Job Safety Analysis, safe work method statements and the means of coordinating safety activities on site.

1. emergency management:

9a that they have in place appropriate procedures for the safety of independent contractors and of the employees of independent contractors and others; and

9b that they have in place appropriate effective dissemination of emergency response information and of testing of emergency response procedures in the past 12 months.

1. incident notification, investigation and response:

10a that they have in place appropriate system for the notification of incidents internally and (where relevant) to the employer with management control of the workplace;

10b that they have in place appropriate system for the notification of incidents to WorkSafe Victoria; and

10c that they have in place appropriate system for investigating incidents to determine causes, identify and implement appropriate action to prevent a recurrence.

1. evidence of enforcement activity, or where there has been no enforcement activity a signed statement to that effect.
2. Workers compensation insurance, providing evidence of currency of insurance, premium rate and industry classification (e.g. premium notice).

Criteria 2 – 10 may be demonstrated by:

* + - certification under an approved assurance system listed in Approved assurance systems (Instruction 3.7.5) available at https://www.dtf.vic.gov.au/ministerial-directions-and-instructions-public-construction-procurement/evaluation-criteria-direction-and-instruction-37; or
    - submission of evidence as described in the Detailed Guide on the mandatory OHS criteria, available at https://www.dtf.vic.gov.au/ministerial-directions-and-instructions-public-construction-procurement/mandatory-evaluation-criteria-occupational-health-and-safety-management-attachment-1-instruction-37.

Criteria 11 – 12 can only be demonstrated by:

* + - submission of current information as described in the Detailed Guide on the mandatory OHS criteria, available at <https://www.dtf.vic.gov.au/ministerial-directions-and-instructions-public-construction-procurement/mandatory-evaluation-criteria-occupational-health-and-safety-management-attachment-1-instruction-37>.

1. – Industrial relations management evaluation criteria

**Industrial relations management criteria for suppliers of Works**

The supplier of Works must demonstrate that it **has in place**:

1. An Industrial Relations Policy Statement that details:

the organisational structure for each project identifying the senior personnel, their responsibilities and the reporting lines;

the contact details of the people responsible for managing workplace relations matters;

the process for consulting and communicating with the workforce, including strategies to communicate with and manage the relationship with employees, subcontractors, construction unions and representatives of building associations;

the disputes resolution and grievance procedure; and

the process for managing subcontractor compliance with legal obligations.

1. A project specific Industrial Relations Plan that:

assesses the workplace relations risks specific to that project;

outlines approaches tailored to manage those specific risks;

outlines a contingency plan to respond to unforeseen risks;

outlines the proposed approach to compliance with legal obligations under relevant Commonwealth and State legislation, and industrial instruments including:

Commonwealth workplace relations legislation;

applicable enterprise agreements and modern awards;

applicable project agreements;

Victorian long service leave legislation;

Victorian occupational health and safety legislation;

Victorian workers compensation legislation;

Victorian and Commonwealth equal opportunity, anti-discrimination and charter of human rights and responsibilities legislation;

legislation relating to the operation of superannuation;

Victorian legislation relating to the use of labour hire; and

Victorian legislation relating to wage theft;

proposed approach to managing employee’s entitlements;

outlines policies and procedures that detail the approach that will be taken to the selection, engagement and management of subcontractors;

outlines strategies that will be put in place to ensure subcontractors comply with their legal obligations;

outlines the proposed approach to ensure that an employment relationship or a proposed employment arrangement is not knowingly or recklessly misrepresented as an independent contracting arrangement  
(*applies when contract to which this industrial relations management plan applies is valued at $1 million or more*); and

outlines the proposed approach to ensure that immigration laws are complied with, and to ensure legal obligations are met when engaging employees who have a working visa  
(*applies when contract to which this industrial relations management plan applies is values at $1 million or more*).

Demonstration that the supplier of Works has **submitted**:

3a. the Industrial Relations Self-Assessment Checklist in the form of Schedule 1 of the Detailed Guide on the Mandatory Industrial Relations Management Criteria; and

3b. a Declaration of Compliance with the Industrial Relations Management Criteria in the form of Schedule 2 of the Detailed Guide on the Mandatory Industrial Relations Management Criteria,

OR

1. its current Fair Jobs Code Pre-Assessment Certificate.

When the Fair Jobs Code applies, demonstration that:

1. the Supplier of Works **holds** a current Fair Jobs Code Pre-Assessment Certificate when the value of Works is $1 million or more (exclusive of GST); and
2. a subcontractor proposed for a subcontract valued at $1 million or more (exclusive of GST) **holds** a Fair Jobs Code Pre-Assessment Certificate,

unless sections 4.3 or 4.4 of the Fair Jobs Code apply; and

1. the supplier of Works has **submitted to the satisfaction of the Principal** a Fair Jobs Code Plan Addendum when the value of the Works is $20 million or more (exclusive of GST). The Fair Jobs Code Plan Addendum is required in addition to any other industrial relations management plan or occupational health and safety management plan as may be required by this Tender. The supplier of Works must submit a Fair Jobs Code Plan Addendum using the template issued by the Fair Jobs Code Unit available at <https://www.buyingfor.vic.gov.au/fair-jobs-code-tools-and-templates-suppliers-and-businesses>.

**Industrial relations management criteria for suppliers of Construction Services**

**The following industrial relations management criteria apply from 1 September 2024.**

When the Fair Jobs Code applies, demonstration that:

1. the Supplier of Construction Services holds a current Fair Jobs Code Pre-Assessment Certificate when the value of Services is $1 million but less than $20 million(exclusive of GST); and
2. a subcontractor proposed for a subcontract valued at $1 million or more (exclusive of GST) holds a Fair Jobs Code Pre-Assessment Certificate,

unless sections 4.3 or 4.4 of the Fair Jobs Code apply.

The Supplier of Construction Services has submitted to the satisfaction of the Agency a Fair Jobs Code Plan when the value of the Services is $20 million or more (exclusive of GST). The Supplier of Construction Services must submit a Fair Jobs Code Plan using the template issued by the Fair Jobs Code Unit available at <https://www.buyingfor.vic.gov.au/fair-jobs-code-tools-and-templates-suppliers-and-businesses>.

1. – Dispute Resolution
   1. Application of this Annexure I

This Annexure I applies only:

* + - 1. if this RFT is a covered procurement; and
      2. to suppliers with their principal place of business in relevant jurisdictions (both suppliers and relevant jurisdictions as defined in clause 2).
  1. Definitions

For the purpose of this Annexure I:

* + - 1. **covered procurement** means a procurement to which the requirements of international agreements apply, as set out in:
         1. the Instructions for Public Construction Procurement in Victoria, published by the Department of Treasury and Finance; and
         2. the *Government procurement under International Agreements – procurement guide*, published by the Victorian Government Purchasing Board and which is published at <https://www.buyingfor.vic.gov.au/government-procurement-under-international-agreements-goods-and-services-procurement-guide>;
      2. **measures** means the Victorian Government’s measures to implement the procurement requirements of international agreements, a list of which is published at <https://www.buyingfor.vic.gov.au/measures-implementing-procurement-requirements-international-agreements>;
      3. **public interest certificate** means a certificate issued on behalf of the Principal stating that it is not in the public interest for this RFT to be suspended while a complaint by a supplier is being managed in accordance with this clause; and
      4. **relevant jurisdictions** means those jurisdictions to which the measures apply, a list of which is published at <https://www.buyingfor.vic.gov.au/relevant-jurisdictions-domestic-dispute-resolution-international-agreements>; and
      5. **supplier** means a person or group of persons that provides or could provide goods or services.
  1. Resolution procedure

Any complaint or challenge by a supplier that there has been a failure of the procuring entity to comply with one or more measures (**complaint**) shall be resolved in accordance with this Annexure I.

* 1. Notice of complaint

A supplier who has a complaint:

* + - 1. may deliver to the Principal a notice of complaint which must include:
         1. a demand that the complaint be reviewed and resolved in accordance with this Annexure I; and
         2. a description of the nature and circumstances of the complaint and a statement of the relief sought and, if compensation is claimed, the amount claimed from the Principal,

(**notice of complaint**); and

* + - 1. must deliver any notice of complaint within 21 days of the date on which the basis for the complaint became known or reasonably should have become known for the supplier.
  1. Negotiation

A representative of each of the supplier and the Principal, each having authority to resolve the complaint, must, within 21 days of delivery of the notice of complaint, meet and negotiate in good faith to resolve the complaint.

* 1. Mediation
     + 1. If the complaint is not resolved within 42 days of delivery of the complaint, either the supplier or the Principal may by written notice to the other party refer the complaint for mediation under the ACICA Mediation Rules (**mediation notice**).
       2. The mediation will take place in Melbourne, Australia.
       3. The mediator will be selected from the list of mediators established by the Victorian Government for the purposes of this clause and published at and published on <https://www.buyingfor.vic.gov.au/arbitrators-available-dispute-resolution-under-international-agreement>s (if such list is established) and otherwise in accordance with the ACICA Mediation Rules.
  2. Arbitration
     + 1. If the complaint is not finally resolved by mediation in accordance with clause 6 within 28 days of delivery of the mediation notice, the complaint shall be resolved by arbitration in accordance with the Australian Centre for International Commercial Arbitration (ACICA) Arbitration Rules in force at the time subject to the provisions of this clause.
       2. The tribunal shall comprise one arbitrator.
       3. The arbitrator must be selected from the list of arbitrators established by the Victorian Government to determine complaints under this clause and published at <https://www.buyingfor.vic.gov.au/arbitrators-available-dispute-resolution-under-international-agreement>s (if such list is established) and otherwise in accordance with the ACICA Arbitration Rules.
       4. The language of the arbitration shall be English.
       5. The place of arbitration shall be Melbourne, Australia.
       6. In making procedural orders, the tribunal must:
          1. order the delivery by the Principal to the tribunal of a written response to the complaint;
          2. order the disclosure to the tribunal of all relevant documents;
          3. convene a hearing at which all participants shall have the right to be heard and the right to be represented;
          4. if requested by a participant, order that any hearing take place in public; and
          5. if requested by a participant, order that witnesses may be presented at any hearing.
       7. The tribunal must deliver its award in a timely fashion, in writing and setting out an explanation of the basis for each decision or recommendation contained in the award.
       8. The powers of the tribunal constituted in accordance with this clause include the power:
          1. to make orders for the rapid interim measures to preserve the supplier’s opportunity to participate in the procurement;
          2. to take into account, when making orders or the interim measures, any overriding adverse consequences for the interests concerned, including the public interest; and
          3. where the tribunal determines that there has been a failure of the procuring entity to comply with one or more measures, to award compensation or corrective action, however any compensation awarded to the supplier must not exceed:

the costs reasonably incurred by the supplier in the preparation of the Tender giving rise to the complaint; or

the costs reasonably incurred by the supplier in bringing the complaint,

whichever is specified in Item 12 of the Key Details.

* + - 1. If:
         1. a public interest certificate has been issued in respect of this RFT; and
         2. this RFT has not reached the stage where a contract has been entered into with a supplier,

then:

* + - * 1. the tribunal must consider whether the award of corrective action would result in significant delay to this RFT, and if so, whether awarding compensation would be a more appropriate remedy than an award of corrective action; and
        2. if the tribunal is satisfied that an award of corrective action would result in a significant delay to this RFT and that awarding compensation is a more appropriate remedy, then the tribunal may refuse to award corrective action.
      1. Any award rendered in arbitration proceedings conducted in accordance with this clause may, no earlier than 90 days after the date of the award, be provided by the Principal to a supplier (other than the supplier to whom the award relates) in a sanitised form if requested in writing by the supplier.
      2. The Principal is not obliged to disclose the award if the award is subject to judicial challenge or otherwise the subject of court proceedings.
      3. Where an arbitration conducted pursuant to this clause is subject to the Commercial *Arbitration Act 2011* (Vic), the parties agree that an appeal may be made under section 34A of that Act.

1. - Tender Form

**This Tender is made by** [***insert Tenderer name***] **ABN** [***insert***] of [***insert***] (**Tenderer**)

in favour of [***insert Principal name***] of [***insert*** (**Principal**)

The Tenderer hereby offers to perform the Contractor's Activities and deliver the Works, all in accordance with the Tender Documents, for the prices and rates stated below. This Tender complies with all requirements of the Tender Documents.

* 1. Contract Sum

The Tenderer's offered:

* + - 1. lump sum price is $[***insert***] (excl. GST); OR
      2. rates and prices for the purpose of calculating the Contract Sum are set out in Tender Schedule 1.
  1. Corporate details

The Tenderer is a company, details of which are as follows:

|  |  |  |
| --- | --- | --- |
| **Tenderer Details** | | |
|  | Full name: |  |
|  | Place of incorporation: (if applicable) |  |
|  | ABN: (if applicable) |  |
|  | ACN: (if applicable) |  |
|  | Address of registered office: |  |
|  | Address for correspondence and notices (must not be a post box number): |  |
|  | Email address for correspondence and notices: |  |
|  | Telephone number: |  |
|  | Tenderer's contractor's licence number  (if applicable): |  |
|  | Name of the individual nominated as Tenderer's  contact person (must be contactable at the  addresses and numbers stated above): |  |

***[Guidance Note: If a Tenderer comprises 2 or more individuals or companies (whether a joint venture, consortium, partnership or any other unincorporated grouping of 2 or more companies):***

***(a) the above details must be given for each company comprising the Tenderer;***

***(b) the Tenderer must nominate a single address, facsimile number, email address and telephone number for communication purposes and must nominate a single individual as the contact person for the purposes of the Tender; and***

***(c) a copy of the agreement governing the arrangements between those companies (whether a joint venture agreement, consortium agreement, partnership agreement or otherwise) must be submitted with the Tender.***

***This note must be deleted prior to executing this Tender Form.]***

* 1. Addenda

The Tenderer acknowledges receipt of the following addenda and clarification responses issued by the Principal and confirms that the requirements of the addenda and clarification responses form part of the Request for Tender and have been taken into account in preparing the Tender:

* + - 1. ***[insert numbers and dates of each Addendum]***.
  1. Tender submission

The Tenderer confirms that the Tender includes all information required by the Request for Tender and that the documents comprising the Tender are:

* + - 1. this completed and signed Tender Form;
      2. all Tender Schedules identified in section 5 of this Tender Form; and
      3. the following information lodged with the Tender Schedules:
         1. [insert]; and
         2. [insert].
  1. Tender Schedules

The Tenderer confirms that the Tender includes all Tender Schedules required by the Request for Tender and that the Tender Schedules comprising the Tender are:

| **TENDER SCHEDULES** | | **Addressed in Tender?** |
| --- | --- | --- |
| **Financial Tender Schedules** | | |
|  | Tender Schedule 1 - Pricing | Yes/No |
|  | Tender Schedule 2 - Financial Standing | Yes/No |
| **Non-Financial Tender Schedules: Legal and Technical** | | |
|  | Tender Schedule 3 - Conditions of Contract | Yes/No |
|  | Tender Schedule 4 - Delivery Requirements | Yes/No |
| **Non-Financial Tender Schedules: Other** | | |
|  | Tender Schedule 5 - Time and Tender Program | Yes/No |
|  | Tender Schedule 6 - Proposed Key Personnel | Yes/No |
|  | Tender Schedule 7 - Proposed Subcontractors | Yes/No |
|  | Tender Schedule 8 - Tender's Insurance Details | Yes/No |
|  | Tender Schedule 9 - Occupational health and safety management | Yes/No |
|  | Tender Schedule 10 - Industrial relations management | Yes/No |
|  | Tender Schedule 11 - Tenderer's Current Workload | Yes/No |
|  | Tender Schedule 12 - Tenderer's Past Performance | Yes/No |
|  | Tender Schedule 13 - Declaration of probity issues | Yes/No |
|  | Tender Schedule 14 - Collusive Tendering - Statutory Declaration | Yes/No |
| **Non-Financial Tender Schedules: Government Policy Requirements** | | |
|  | Tender Schedule 15 - Fair Jobs Code Pre-Assessment Certificate  ***[Guidance Note: Optional to be included if Fair Jobs Code applies. If not required, include "Not Used" to retain numbering.]*** | Yes/No |
|  | Tender Schedule 16 - Fair Jobs Code Plan or Fair Jobs Code Addendum  ***[Guidance Note: Optional to be included if Fair Jobs Code applies. If not required, include "Not Used" to retain numbering.]*** | Yes/No |
|  | Tender Schedule 17 - Local Jobs First  ***[Guidance Note: Optional to be included if Local Jobs First applies. If not required, include "Not Used" to retain numbering.]*** | Yes/No |
|  | Tender Schedule 18 - Victorian State Government Supplier Code of Conduct | Yes/No |
|  | Tender Schedule 19 - Social Procurement Commitment Proposal  ***[Guidance Note: Optional to be included if the Social Procurement Framework applies. If not required, include "Not Used" to retain numbering.]*** | Yes/No |

* 1. Proposed Guarantor

Where Item 19 of the Key Details specifies that a Deed of Guarantee and Indemnity is required, the Tenderer proposes that the following company will be the guarantor for the purposes of the Contract:

|  |  |
| --- | --- |
| **GUARANTOR DETAILS** | |
| Full name: |  |
| Place of incorporation (if applicable): |  |
| ABN: |  |
| Company number: |  |
| Address of registered office: |  |
| Relationship to Tenderer: |  |

* 1. Representation and warranties

The Tenderer represents and warrants to the Principal:

* + - 1. that at the time it submitted this Tender, it had no knowledge of the tender price of any other Tenderer;
      2. that it did not collude with any other Tenderer regarding the preparation of this Tender or any other tender for the Contractor's Activities and the Works;
      3. that it has made proper allowance in its Tender, including in the Contract Sum, for all matters which might impact upon its ability to carry out the Contractor's Activities and the Works within any particular time, cost or quality constraints;
      4. where it has been invited to submit a Tender on the basis of a pre-qualification process, that it continues to meet the requirements or standards for that pre-qualification process;
      5. that it has made all investigations, searches, inquiries and inspections and examined information relevant to the risks, contingencies and other circumstances having an effect on the Tender that a competent and experienced Tenderer should make in preparing its Tender;
      6. that the information contained in the Tender is accurate and complete;
      7. that it is not insolvent within the meaning of s.95A of the *Corporations Act 2001* (Cth) or otherwise and there is no unfulfilled or unsatisfied judgment or Court order outstanding against the Tenderer; and
      8. to the effect set out in relevant clauses of the Conditions of Tendering.
  1. Probity and conflicts of interest
     + 1. The Tenderer warrants that:
          1. no actual, potential or perceived probity issues (including any actual, potential or perceived conflicts of interest) exist or are likely to arise in respect of the Tenderer or its involvement in the Project, other than those probity issues disclosed and described in its Tender; and
          2. if an actual, potential or perceived probity issue arises, or appears likely to arise, after the lodgement of its Tender, the Tenderer will:

immediately notify the Principal in writing as soon as such actual, potential or perceived probity issue becomes apparent to the Tenderer and provide details of such probity issue; and

take all steps required by the Principal to prevent, end, avoid, mitigate, resolve or otherwise manage the actual, potential or perceived probity issue.

* + - 1. The Tenderer must not engage in any practice that would defeat the purpose of a fair and transparent selection process, including engaging in collusive tendering or any other anti-competitive practices such as, but not limited to:
         1. an agreement between Tenderers about who should be the successful Tenderer;
         2. any meeting of Tenderers to discuss the Tender before Closing Time if the Principal or the Principal's Contact is not present;
         3. an exchange of information between Tenderers about their Tenders before awarding of the Contract or a commission;
         4. an agreement or exchange of information between Tenderers for the payment of money or securing of reward or benefit for unsuccessful Tenderers by the successful Tenderer;
         5. agreements between Tenderers to fix the prices or conditions of the Contract (this means any collaboration between Tenderers of prices or conditions to be included in contracts or commissions without the consent of the Principal);
         6. a submission of a Tender or to provide any assistance to any Tenderers to submit a Tender (that is, a Tender submitted as genuine but which has been deliberately priced in order not to win the Contract or a commission);
         7. any agreement between Tenderers prior to submission of a Tender to fix the rate of payment of employer or industry association fees where the payment of such fees is conditional upon the Tenderer being awarded the Contract or commission; and
         8. payment to any third party of money, fees, incentives or other concessions contingent on the success of the Tender that do not relate to the provision of proper services relevant to the Tender.
      2. The Tenderer must not:
         1. accept or provide any secret commissions;
         2. enter into any improper commercial arrangements with other contractors, subcontractors, suppliers, agents or parties;
         3. seek to influence contract decisions by improper means during the Tender Process; or
         4. accept incentives to provide contracts or services to other contractors, subcontractors or suppliers that financially disadvantage the Principal.
  1. Tenderer bound by Conditions of Tendering

The Tenderer confirms and agrees that it is bound by the Conditions of Tendering including, but not limited to, clause 10(a) thereof regarding the validity period for the Tender.

* 1. Amendments

This Tender cannot be revoked and may only be varied by a deed executed by or on behalf of the Tenderer and the Principal.

* 1. Deed Poll

This document operates as a deed poll and is enforceable against the Tenderer in accordance with its terms by the Principal.

* 1. Governing law

This Tender is governed by and must be construed according to the law applying in Victoria.

* 1. Date of Tender

This Tender is dated the [*insert*] day of [*insert*].

**Executed** as a deed poll.

**[*Guidance Note: delete the execution block which does not apply. This note must be deleted prior to executing this Tender Form.*]**

**[*Guidance Note: Please select from the following execution options and delete the unused option. If you intend to execute using a different method of execution, please request an appropriate execution block from the Principal*]**

**[*Guidance Note: Please use the following execution block for companies signing by two directors or one director and one company secretary. Note that the names and roles of the persons executing this deed must align with the names and roles ascertainable from an ASIC search for the company.*]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Executed** by [**insert Company name and ACN/ARBN/ABN]** in accordance with section 127 of the Corporations Act by or in the presence of: |  |  |  |
|  |  |  |  |
| Signature of Secretary/other Director |  |  | Signature of Director or sole Director and sole Secretary |
| Name of Secretary/other Director in full |  |  | Name of Director or sole Director and sole Secretary in full |

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** for and on behalf of the **Tenderer** by its duly authorised agent in the presence of: |  |  |  |
| Signature of Authorised Agent |
|  |  |  |  |
| Signature of Witness |  |  | Name of Authorised Agent in full |
| Name of Witness in full |  |  |  |

# PART C - Tender Schedules

1. - Pricing

***[Guidance Note: Agencies need to nominate in the Key Details whether the Contract Sum is to be a fixed, lump sum amount, or calculated in accordance with the Pricing Schedule in the Contract on the basis of tendered rates.]***

The Tenderer confirms that the rates and prices included in this Tender Schedule are:

1. exclusive of GST;

2. exclusive of Margin;

3. not subject to adjustment for rise and fall; and

4. not subject to exchange rate variations unless specifically provided.

This Tender Schedule must be completed and returned in the same format in which it is provided. The Tenderer must not add or delete any text, rows or columns.

**Contract Sum**

* 1. Lump Sum

Where Item 17 of the Key Details specifies that the Contract Sum is to be a fixed, lump sum amount, the tendered Contract Sum is:

|  |  |
| --- | --- |
| **Item** | **Amount (excl. GST)** |
| Contract Sum (inclusive of Provisional Sums (if any)) | $[insert] |

* 1. Rates

Under the Contract, rates will be used for the purposes of:

* + - 1. if it is so specified in Item 17 of the Key Details, calculating the Contract Sum; and
      2. valuing adjustments to the Contract Sum,

The tendered rates are as follows:

* + 1. Unit Rates

| **No.** | **Description** | **Unit** | **Quantity *[Guidance Note: Quantities must be included where the Contract Sum is not a fixed lump sum.]*** | **Per unit rate (excl. GST)** |
| --- | --- | --- | --- | --- |
| 1 | [***insert***] ***[Guidance Note: To be completed by Agencies by inserting a description of the relevant item]*** | [***insert*** ***e.g. 'Item', 'm2', 'm3'***] | [***insert quantity***] | $[***insert***] |
| 2 | ***[Add rows as required]*** |  |  |  |

* + 1. Labour rates

All rates in the table below are inclusive of all employment related on costs, including costs and expenses in respect of shift penalties, allowances, payroll taxes, leave (including annual, sick, personal and long service leave), workers compensation, superannuation and all other consequential and incidental costs to the Tenderer from the employment of the labour.

| **No.** | **Description** | **Unit** | **Quantity *[Guidance Note: Quantities must be included where the Contract Sum is not a fixed lump sum.]*** | **Per unit rate (excl. GST)** |
| --- | --- | --- | --- | --- |
| 1 | ***[Insert description of labour, e.g.: Project Manager, Concrete worker, Quality Manager etc]*** | ***[e.g. hours/day]*** | ***[insert quantity]*** | $***[insert]*** |
| 2 | ***[Add rows as required]*** |  |  |  |

* + 1. Plant and Equipment rates

| **No.** | **Description** | **Unit** | **Quantity *[Guidance Note: Quantities must be included where the Contract Sum is not a fixed lump sum.]*** | **Per unit rate (excl. GST)** |
| --- | --- | --- | --- | --- |
| 1 | ***[Insert description of plant and equipment costs, e.g.: excavator, crane 150t, light vehicle 4x4, bobcat]*** | ***[e.g. hours/day']*** | ***[insert quantity]*** | $***[insert]*** |
| 2 | ***[Add rows as required]*** |  |  |  |

* 1. Margin

The Tenderer is required to tender a percentage for preliminaries, overhead costs and profit:

|  |  |
| --- | --- |
| **Margin** | **%** |
| Margin for preliminaries, overhead costs and profit | [insert] % |

**Provisional Sums**

**[*Guidance Note: Insert details of Provisional Sum Items. Clearly state what is covered by the Provisional Sum Item.*]**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.** | **Provisional Sum Item** | **Description of Provisional Sum Item** | **Direct Cost** | **Contractor’s Margin** | **Provisional Sum (excl. GST)** |
| ***[insert]*** | ***[insert]*** | ***[insert]*** | $***[insert]*** | $***[insert]*** | $***[insert]*** |
| ***[insert]*** | ***[insert]*** | ***[insert]*** | $***[insert]*** | $***[insert]*** | $***[insert]*** |
| **Total** |  |  |  |  | $[insert]  [***Guidance Note: Ensure this amount is included in the Contract Sum as specified in section 1]*** |

1. - Financial Standing

***[Guidance note: This Tender Schedule can be deleted if the Tenderer has already provided this information in any EOI or Pre-Qualification phase. Please insert "Not Used" for this Tender Schedule 2 to retain numbering.]***

* 1. Audited Financial Statements

Tenderers must provide:

***[Guidance Note: Agencies should consider what financial information they require and tailor this Tender Schedule accordingly.]***

* + - 1. certified copies of the audited financial statements for the last three financial years (and where a Tenderer is more than one person, audited financial statements for each person comprising the Tenderer must be provided);
      2. certified copies of cashflow and profit and loss statements for the Tenderer (and where a Tenderer is more than one person, copies of cashflow and profit and loss statements for each person comprising the Tenderer must be provided); and
      3. any reasonable evidence of financial standing when requested by the Principal prior to the Closing Time.
  1. Security

Tenderers must:

* + - 1. confirm that it will be in a position to provide the Approved Security required by clause 4 of the Conditions of Contract within 10 Business Days after the Contract Date; and
      2. where the Approved Security is in the form of an Unconditional Undertaking, provide evidence from the relevant financial institution giving the Approved Security that:
         1. it has a credit rating of at least A- by Standard and Poor's (Australia) Pty Limited or A3 by Moody's Investors Service, Inc; and
         2. the Unconditional Undertaking will be in the form and on the terms required by clause 4 of the Conditions of Contract and set out in the Schedule of Collateral Documents.
  1. Proposed Guarantor

Where Item 19 of the Key Details specifies that a Deed of Guarantee and Indemnity is required, the Tenderer must provide, in respect of the proposed Guarantor specified by the Tenderer in its Tender Form:

* + - 1. details of the proposed Guarantor who will give the Deed of Guarantee and Indemnity. Where a Tenderer:
         1. is a single entity, the proposed Guarantor must be the ultimate holding company of the Tenderer (as defined in the *Corporations Act 2001* (Cth));
         2. comprises two or more persons the proposed Guarantor for each such person must be its ultimate holding company (as defined in the *Corporations Act 2001* (Cth);
      2. confirmation that each proposed Guarantor is willing to give the Deed of Guarantee and Indemnity in favour of the Principal and as otherwise required by the Conditions of Contract;
      3. detailed audited financial statements of the proposed Guarantor for the last three financial years; and
      4. certified copies of cashflow and profit and loss statements for the proposed Guarantor.
  1. Financial arrangements

Tenderers must provide evidence that financial arrangements have been made and are being maintained which, if successful, would enable the Tenderer to meet all of its obligations in accordance with the Contract.

* 1. Other
     + 1. Each Tenderer must also provide all other information and documents that the Tender Documents require Tenderers to submit (whether technical, commercial or otherwise).
       2. A Tenderer may also provide such other information as it considers necessary to support its Tender.

1. - Conditions of Contract

The Tenderer must either:

* + - 1. **confirm that it accepts** the Conditions of Contract as set out in the Tender Documents;

OR

* + - 1. state which terms it does not accept and specify the alternative terms which it proposes by:
         1. completing the table below; and
         2. providing a "mark-up" of the Conditions of Contract showing the exact changes in wording proposed.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Clause** | **Subject** | **Proposed amendment** | **Reason for proposed amendment** | **Benefits to the Principal if it accepts the proposed amendment** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |

The Principal will take the commercial and risk allocation implications of such amendments into account when evaluating the Tenderer's Tender Schedule 3.

1. - Delivery Requirements

The Tenderer must either:

* + - 1. **confirm that it accepts** the Delivery Requirements as set out in the Tender Documents;

OR

* + - 1. where trade names or brands or proprietary products or equipment are referred to in the Delivery Requirements and a Tenderer wishes to offer different products or equipment, it must **clearly and fully describe any proposed departures** from the Delivery Requirements, the reason for the departure and the effect on the price offered in its Tender, performance requirements and completion dates, by completing the table below. Tenderers must not offer any items on the basis that they will supply a "similar" or "equivalent" item (or words to like effect).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Item** | **Proposed departure** | **Reason for proposed departure** | **Effects of proposed departure** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |

1. - Time and Tender Program
   1. Date for Practical Completion

***[Guidance Note: Agencies should consider whether a date or period of time is to be tendered, and whether dates for Separable Portions are required, and complete this section accordingly). Agencies may wish to include an indicative Date or Dates (or time periods) for Practical Completion where necessary.]***

The Tenderer is required to tender its proposed Date for Practical Completion:

[insert] ##<date><period of time>] calendar days after the Contract Date for Practical Completion

OR

If Separable Portions apply, the Tenderer must complete the following:

|  |  |
| --- | --- |
| **Separable Portion** | **Date for Practical Completion** |
| Separable Portion [insert number or description] | [insert] ##<date><period of time>] after the Contract Date for Practical Completion |
| Separable Portion [insert number or description] | [insert] ##<date><period of time>] after the Contract Date for Practical Completion |
| Separable Portion [insert number or description] | [insert] ##<date><period of time>] after the Contract Date for Practical Completion |
| [Add rows as required] | [Add rows as required] |

* 1. Delay Costs Cap

The Tenderer is required to tender its proposed Delay Costs Cap:

$[insert] per Working Day

OR

If Separable Portions apply, the Tenderer must complete the following:

|  |  |
| --- | --- |
| **Separable Portion** | **Delay Costs Cap** |
| Separable Portion [insert number or description] | $[insert] per Working Day |
| Separable Portion [insert number or description] | $[insert] per Working Day |
| Separable Portion [insert number or description] | $[insert] per Working Day |
| [Add rows as required] | [Add rows as required] |

* 1. Tender Program
     1. Content of Tender Program

The Tenderer is required to submit a Tender Program for the performance of the Contractor's Activities and the Works which shows, as a minimum, each of the following:

* + - 1. the sequence of work (by activity, including mobilisation and the Defects Liability Period), with critical path activities and interdependencies identified;
      2. the description and duration of main activities in weeks and Working Days, including design (if applicable, and if so, design review periods), documentation, construction activities and any critical off-Site activities;
      3. key dates, including the completion of Separable Portions (if any) and any other contract specific events;
      4. dates for the application for, and provision of, Approvals for key activities (including identifying relevant Authorities); and
      5. completion dates (or time periods from the date on which access to the Site is given), including for critical activities and Separable Portions.

The Tender Program should assume the commencement of the Contractor's Activities on the date or dates specified in the Conditions of Contract for the purposes of clause 5.1(a)(ii) of the Conditions of Contract (refer Item 18 of Key Details) and be based on Working Days (which expressions are as defined in the Conditions of Contract).

* + 1. Format of the Tender Program

The Tender Program must be in the format identified in Item 20 of the Key Details.

***[Guidance Note: Tenderers should note that the Contract Program required to be submitted under the Contract will be based on the Tender Program.]***

1. - Proposed Key Personnel

***[Guidance Note: Agencies should align roles nominated here with those contained in Item 5 of the Contract Particulars (Schedule 1) to the Medium Works Contract. Note that as defined in the Medium Works Contract, "Key Personnel" includes the Contractor's Representative.]***

The Tenderer is required to complete this Tender Schedule, nominating persons from its own organisation who will fill the following roles:

* + - 1. Contractor's Representative; and
      2. the other roles identified in the below table***.***

An organisational chart and curriculum vitae for each person nominated are also to be submitted. Curricula vitae should include details of all relevant projects worked on in the last 5 years and key client contact details (with current telephone numbers).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Role - Title | Role Description | Name |  | Nature and extent of experience |
| Contractor's Representative | ***[insert]*** | ***[insert]*** |  | ***[insert]*** |
| ***[insert]*** | ***[insert]*** | ***[insert]*** |  | ***[insert]*** |
| ***[insert]*** | ***[insert]*** | ***[insert]*** |  | ***[insert]*** |
| ***[insert]*** | ***[insert]*** | ***[insert]*** |  | ***[insert]*** |
| *[insert]* | *[insert]* | *[insert]* |  | *[insert]* |

1. - Proposed Subcontractors

**Proposed Subcontractors**

The Tenderer must set out in the table below those of the Contractor's Activities which it proposes to subcontract, together with a list of the Subcontractors to whom it proposes to subcontract those Contractor's Activities.

The Tenderer must submit curriculum vitae of each Subcontractor. They should include details of relevant projects completed in the last 5 years and client contact details (with current telephone numbers).

Complete Columns A and B for work the Tenderer proposes to subcontract.

**Fair Jobs Code**

The Fair Jobs Code is described at Annexure E.

If the Fair Jobs Code provisions relating to Significant Subcontractors (as defined in Annexure E) applies to this Tender:

* complete Columns A, B and C for work the Tenderer proposes to subcontract; and
* complete Column D for any proposed subcontracts if the answer in Column C is ‘Yes’.

|  |  |  |  |
| --- | --- | --- | --- |
| Column A | Column B | Column C | Column D |
| **Description of Contractor's Activities to be  Subcontracted** | **Name of Proposed Subcontractor** | **Value of proposed subcontract meets the Fair Jobs Code definition of Significant Subcontractor** | **Fair Jobs Code Pre-Assessment Certificate number and date awarded** |
|  |  | Yes / No | Number:  Date: |
|  |  | Yes / No | Number:  Date: |
|  |  | Yes / No | Number:  Date: |
|  |  | Yes / No | Number:  Date: |

1. - Tenderer's Insurance Details

[***Guidance*** ***Note: to be completed on a Project specific basis, taking into account any Principal effected and maintained insurance policies and any Project specific insurance policies. Tailor this table if any other policy information is required.***]

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Insurance Type | Insurance Company | Policy No | Covered parties | Excess | Extent of Cover Per Occurrence $AUD | In Aggregate $AUD | Expiry Date |
| **Public Liability Insurance** |  |  |  |  |  |  |  |
| **Works Insurance** |  |  |  |  |  |  |  |
| **Professional Indemnity Insurance** |  |  |  |  |  |  |  |
| Workers' Compensation Insurance |  |  |  |  |  |  |  |

1. - Occupational health and safety management

The Tenderer is required to complete this Tender Schedule 9.

The evaluation criteria for occupational health and safety management are set out at Annexure G. These evaluation criteria may be demonstrated by:

* being assessed as complying with the occupational health and safety management evaluation criteria listed in Annexure G of this RFT, through pre-qualification under the Construction Supplier Register or other approved register of pre-qualified suppliers (a list of approved registers of pre-qualified suppliers is available at https://www.dtf.vic.gov.au/public-construction-policy-and-resources/government-pre-qualification-registers); or
* submitting original information that demonstrates compliance with the occupational health and safety management evaluation criteria listed in Annexure G.

The Tenderer must provide details of the Tenderer's:

1. Work health and safety record and Work health and safety management systems by completing either Option 1 or Option 2 of this Tender Schedule 9:

* + - If the Tenderer holds pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers, it must complete Tender Schedule 9 **Option 1**; or
    - If the Tenderer does not hold pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers, it must complete Tender Schedule 9 **Option 2**; and

2. capacity to comply with quality assurance system obligations.

**OPTION 1: Occupational health and safety management – Tenderer holds pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers**

Occupational health and safety management evaluation Criteria 1 – 12 are demonstrated by completion of the details in the following table:

|  |  |
| --- | --- |
| Pre-qualification register |  |
| Pre-qualification number held by the Tenderer |  |
| Categories of pre-qualification held by the Tenderer |  |
| Maximum project limit |  |

By submitting this Tender, the Tenderer declares that:

* the Tenderer currently holds pre-qualification in a pre-qualification category that permits the Tenderer to perform the Contractor's Activities and the Works under the Contract; and
* there has been no material change to the information submitted to the register of pre-qualified suppliers to satisfy the occupational health and safety management evaluation criteria (whether at the time of prequalification or requalification) whether positive or negative, that would affect the Tenderer’s ability to satisfy these evaluation criteria.

**OPTION 2: Occupational health and safety management – Tenderer does not hold pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers**

The Tenderer is required to submit evidence that demonstrates that it complies with the occupational health and safety management evaluation criteria set out at Annexure G.

Occupational health and safety management evaluation Criteria 1 – 10 may be demonstrated by:

* submitting a copy of third-party certification (under an approved assurance system listed in Approved assurance systems (Instruction 3.7.5) <https://www.buyingfor.vic.gov.au/evaluation-criteria-direction-and-instruction-37>; or
* submitting evidence as described in the Detailed guide on the mandatory OHS criteria, Guides to acceptable evidence relevant to each criterion <https://www.buyingfor.vic.gov.au/mandatory-evaluation-criteria-ohs-management-attachment-1-construction-instruction-37>.

Occupational health and safety management evaluation Criteria 11 – 12 can only be demonstrated by:

* submitting current information as described in the Detailed guide on the mandatory OHS criteria, Guides to acceptable evidence relevant to each criterion.

The Tenderer must attach evidence that demonstrates it complies with the occupational health and safety management evaluation criteria to this Tender Schedule 9 – Option 2.

1. - Industrial relations management

The Tenderer is required to complete this Tender Schedule 10.

The evaluation criteria for industrial relations management are set out at Annexure H. These evaluation criteria may be demonstrated by:

* being assessed as complying with the industrial relations management evaluation criteria listed in Annexure H of this RFT, through pre-qualification under the Construction Supplier Register or other approved register of pre-qualified suppliers (a list of approved registers of pre-qualified suppliers is available at https://www.dtf.vic.gov.au/public-construction-policy-and-resources/government-pre-qualification-registers; or
* submitting original information that demonstrates compliance with the industrial relations management evaluation criteria listed in Annexure H.

The Tenderer is required to provide details of the Tenderer's industrial relations record and Industrial Relations Management Plan and must complete either **Option 1** or **Option 2** of this Tender Schedule 10:

* If the Tenderer holds pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers, it must complete Tender Schedule 10 Option 1; or
* If the Tenderer does not hold pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers, complete Tender Schedule 10 Option 2.

Option 1 and Option 2 of this Tender Schedule 10 are divided into:

* Supplier of Works; and
* Supplier of Construction Services.

Complete the Option relevant to this RFT.

**OPTION 1: Supplier of Works  
Industrial relations management – Tenderer holds pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers**

Industrial relations management evaluation Criteria 1, 3 and 4 are demonstrated by completing the details in the following table:

|  |  |
| --- | --- |
| Pre-qualification register |  |
| Pre-qualification number held by the Tenderer |  |
| Categories of pre-qualification held by the Tenderer |  |
| Maximum project limit |  |

Industrial relations management evaluation Criterion 2 is demonstrated by submitting an Industrial relations management plan for the project.

The Tenderer must attach the Industrial relations management plan, that meets the requirements of Annexure H evaluation criterion 2, to this Tender Schedule 10 Option 1 Supplier of Works.

Industrial relations management evaluation Criteria 5 and 6, when applying to this Tender, are demonstrated by:

* Criterion 5 – completing and submitting Tender Schedule 7, including details required for the Fair Jobs Code; and
* Criterion 6 - completing and submitting Tender Schedule 16.

Note – Tenderers holding pre-qualification are not required to complete Tender Schedule 15.

By submitting this Tender, the Tenderer declares that:

* the Tenderer currently holds pre-qualification in a pre-qualification category that permits the Tenderer to perform the Contractor's Activities and the Works under the Contract; and
* there has been no material change to the information submitted to the register of pre-qualified suppliers to satisfy the industrial relations management evaluation criteria (whether at the time of prequalification or requalification) whether positive or negative, that would affect the Tenderer’s ability to satisfy these evaluation criteria.

**OPTION 1: Supplier of Construction Services  
Industrial relations management – Tenderer holds pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers**

Industrial relations management evaluation Criterion 1 is demonstrated by completing the details in the following table:

|  |  |
| --- | --- |
| Pre-qualification register |  |
| Pre-qualification number held by the Tenderer |  |
| Categories of pre-qualification held by the Tenderer |  |
| Maximum project limit |  |

Industrial relations management evaluation Criteria 2 and 3, when applying to this Tender, are demonstrated by:

* Criterion 2 – completing and submitting Tender Schedule 7, including details required for the Fair Jobs Code; and
* Criterion 3 - completing and submitting Tender Schedule 16.

Note – Tenderers holding pre-qualification are not required to complete Tender Schedule 15.

By submitting this Tender, the Tenderer declares that:

* the Tenderer currently holds pre-qualification in a pre-qualification category that permits the Tenderer to perform the Contractor's Activities and the Works under the Contract, and
* there has been no material change to the information submitted to the register of pre-qualified suppliers to satisfy the industrial relations management evaluation criteria (whether at the time of prequalification or requalification) whether positive or negative, that would affect the Tenderer’s ability to satisfy these evaluation criteria.

**OPTION 2: Supplier of Works  
Industrial relations management – Tenderer does not hold pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers**

The Tenderer is required to submit evidence that demonstrates that it complies with the industrial relations management evaluation criteria. The mandatory evaluation criteria for industrial relations management are set out at Annexure H.

Industrial relations management evaluation Criteria 1 and 2 are demonstrated by submitting the Tenderer’s Industrial relations policy and the Industrial relations management plan for the project.

The Tenderer must attach the following to this Tender Schedule 10 Option 2 Supplier of Works:

* Tenderer’s Industrial relations policy; and
* the Industrial relations management plan for the project.

Industrial relations management evaluation criterion 3 may be demonstrated by:

* completing and submitting the Industrial Relations Self-Assessment Checklist in the form of Schedule 1 and Schedule 2 of Detailed guide on the mandatory IR Management Criteria available at <https://www.buyingfor.vic.gov.au/mandatory-evaluation-criteria-ir-management-attachment-2-construction-instruction-37>

OR

* completing and submitting Tender Schedule 15.

If the Tenderer uses the Industrial Relations Self-Assessment Checklist, attach the Industrial Relations Self-Assessment Checklist in the form of Schedule 1 and Schedule 2 of **Detailed guide on the mandatory IR Management Criteria**, to this Tender Schedule 10 Option 2 Supplier of Works.

Industrial relations management evaluation Criteria 4-6, when applying to this Tender, are demonstrated by:

* Criterion 4 - completing and submitting Tender Schedule 15;
* Criterion 5 – completing and submitting Tender Schedule 7, including details required for the Fair Jobs Code; and
* Criterion 6 - completing and submitting Tender Schedule 16.

**OPTION 2: Supplier of Construction Services  
Industrial relations management – Tenderer does not hold pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers**

The Tenderer is required to submit evidence that demonstrates that it complies with the industrial relations management evaluation criteria. The mandatory evaluation criteria for industrial relations management are set out at Annexure H.

Industrial relations management evaluation Criteria 1-3, when applying to this Tender, are demonstrated by:

* Criterion 1 - completing and submitting Tender Schedule 15;
* Criterion 2 – completing and submitting Tender Schedule 7, including details required for the Fair Jobs Code; and
* Criterion 3 - completing and submitting Tender Schedule 16.

1. - Tenderer's Current Workload

[***Guidance Note: Delete this Tender Schedule if the Tenderer has already provided this information in any EOI or Pre-Qualification phase. Insert "Not Used" to retain numbering.]***

The Tenderer must include in this Tender Schedule details of the Tenderer's current workload in Australia including the approximate value of each contract and the estimated completion date.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Project | Principal/ Owner | Total Value of Contract (excl. GST) | Date Due for Completion | Value Outstanding  at Date of Tender |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

1. - Tenderer's Past Performance

***[Guidance Note: Delete this Tender Schedule if the Tenderer has already provided this information in any EOI or Pre-Qualification phase. Insert "Not Used" to retain numbering.]***

The Tenderer must set out below a history of its past performance in projects similar to the Works and projects completed in the last 12 months including:

1. details of works undertaken;

the agreed contract price (excl. GST) and date for completion;

the end contract price (excl. GST) and date of completion (and reasons for any variance);

the number of variations and extensions of time;

details of any claims (other than for progress payments on account of the original contract price over $50,000.00) made by either party to the contract;

details of any innovations on these projects;

details of problems which arose and how they were overcome;

any added value for money achieved on these projects;

a referee from both the owner/principal and its lead consultant on the project; and

details of any best practice initiatives.

1. - Declaration of probity issues

The Tenderer is referred to clause 16(b)(ii) of the Conditions of Tendering.

**Tenderer**

The Tenderer must provide details of:

* any actual, potential or perceived probity issues of the Tenderer which may cause a probity issue with this RFT; and
* actions to prevent or manage the probity issues held by the Tenderer.

**Tenderer’s Associates**

The Tenderer must provide details of:

* any actual, potential or perceived probity issues of each of the Tenderer’s Associates which may cause a probity issue with this RFT; and
* actions to prevent or manage the probity issues held by Associates of the Tenderer. Identify each Associate, and list actions for each Associate separately.

1. - Collusive Tendering - Statutory Declaration

**I,** [##insert name] of [##insert address], [##insert occupation], make the following statutory declaration under the *Oaths and Affirmations Act 2018* (Vic):

1. I hold the position of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and am duly authorised by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

("the Tenderer") to make this declaration on its behalf.

2. Neither the Tenderer nor any of its Associates has entered into any contract, arrangement or understanding to pay moneys or provide any benefits to any trade association, arising out of or in relation to any Contract resulting from the Tender except as stated herein and apart from the normal amount (annual subscription, turnover or contract fee) imposed by that trade association

and/or

the Tenderer has agreed to pay a special fee(s) of                                              to the following trade association(s)

if it is successful in its tender, for purposes of

(\* strikethrough and initial as may be appropriate)

3. Neither the Tenderer nor any of its Associates had any knowledge of the price or approximate price range of any other tenderer prior to submitting its tender nor has the Tenderer or any of its Associates disclosed to any rival tenderer the Tenderer's tender price prior to the closing of tenders.

4. The Tenderer submitted its tender in good faith and has not deliberately set its tender price in order to enhance the tender price of other tenderers.

5. As at the date of this declaration, the Tenderer intends to do the work set out in the Tender.

6. Neither the Tenderer nor any of its Associates has entered into any contract, arrangement or understanding for the purpose or one of the purposes being that, in the event that it is successful in its tender, it will pay to or provide any unsuccessful tenderer or any person any moneys or any benefits or fulfil any undertaking which is a consequence of any collusive tendering circumstance in respect of or in relation to the tender or any contract resulting therefrom.

|  |  |
| --- | --- |
| **I declare that the contents of this statutory declaration are true and correct and I make it knowing that making a statutory declaration that I know to be untrue is an offence.** | |
| *Signature of person making the declaration:* |  |
| **Declared at** [*##Insert place (city, town or suburb)*] in the State of Victoria on this [*##Insert*] day of 20[*##Insert*] | |
| **I am an authorised statutory declaration witness and I sign this document in the presence of the person making the declaration:** | |
| *Signature of authorised witness:* |  |
| On this [*##Insert*] day of 20[*##Insert*] | |
| *Full name, capacity in which person has authority to witness statutory declaration and address (in legible writing, typing or stamp).* |  |
| A person authorised under section 30(2) of the ***Oaths and Affirmations Act 2018* (Vic)** to witness the signing of a statutory declaration. | |

1. - Fair Jobs Code Pre-Assessment Certificate

The Fair Jobs Code is described at Annexure E.

Note – Tenderers holding pre-qualification are not required to complete Tender Schedule 15.

Complete this Tender Schedule when the Fair Jobs Code applies to the Tenderer.

|  |  |
| --- | --- |
| Tenderer name |  |
| Tenderer ABN |  |
| Fair Jobs Code Pre-Assessment Certificate number |  |
| Date when Fair Jobs Code Pre-Assessment Certificate was awarded |  |

By submitting this Tender, the Tenderer declares that:

* the Tenderer holds a current Fair Jobs Code Pre-Assessment Certificate; and
* there has been no material change to the information submitted to the Fair Jobs Code Unit to satisfy the eligibility criteria (whether at the time of application or re-application) whether positive or negative, that would affect the Tenderer’s ability to satisfy the eligibility criteria for the Fair Jobs Code Pre-Assessment Certificate.

1. - Fair Jobs Code Plan or Fair Jobs Code Addendum

The Fair Jobs Code is described at Annexure E.

Complete this Tender Schedule when a Fair Jobs Code Plan or Fair Jobs Code Plan Addendum must be submitted to comply with the Fair Jobs Code.

Tenderers must submit a Fair Jobs Code Plan or Fair Jobs Code Plan Addendum using the templates issued by the Fair Jobs Code Unit available at https://www.buyingfor.vic.gov.au/fair-jobs-code-tools-and-templates-suppliers-and-businesses.

Attach the completed Fair Jobs Code Plan or Fair Jobs Code Plan Addendum to this Tender Schedule 16.

1. - Local Jobs First

**Acknowledgement letter for Tenderer’s LIDP**

Tenderers are required to attach a copy of the acknowledgement letter for their LIDP as provided by the Industry Capability Network (Victoria).

**Local Industry Development Plan**

Tenderers must complete and submit an LIDP by completing the form on the Victorian Management Centre, available at <https://icnvic.force.com>, using the tender reference number indicated in Annexure A.

Tenderers are required to consult in good faith with the Industry Capability Network (Victoria) Ltd in developing their LIDP.

1. - Victorian State Government Supplier Code of Conduct

1. On behalf of the Tenderer, I acknowledge that:

the Victorian State Government (**the State**) is committed to ethical, sustainable and socially responsible procurement;

the State has a Supplier Code of Conduct (**Code**), available at <http://www.procurement.vic.gov.au/Home> and the Code describes the State's minimum expectations of the conduct of its suppliers in relation to:

integrity;

ethics and conduct;

conflicts of interest;

gifts, benefits and hospitality;

corporate governance;

labour and human rights;

health and safety; and

environmental management;

the State may take into account the Tenderer’s compliance with the Supplier Code of Conduct in any future approach to market or procurement process.

the expectations set out in the Code are not intended to reduce, alter or supersede any other obligations which may be imposed by any applicable contract, law, regulation or otherwise;

to ensure that the Code remains current and relevant, it may be amended or updated by the State; and

the Code includes an ongoing expectation that suppliers (including my organisation) will raise concerns or otherwise seek clarification in relation to any aspects of the Code, including any updates or amendments to the Code.

2. On behalf of the Tenderer I:

confirm that the Tenderer has read and understands the State's expectations of suppliers as set out in the Code;

if selected to supply goods and / or services to any State department or public body the Tenderer will:

periodically check with reasonable frequency for updates and amendments to the Code;

meet the State's expectations of suppliers as set out in the Code, including as updated or amended by the State; and

(iii) on request, promptly provide information regarding the policies, frameworks, or systems it has established to monitor and assess compliance with the Code.

confirm that at the time of submitting this tender, the Tenderer acknowledges that it is unaware of any breach to the Code.

Name:

Signed:

1. - Social Procurement Commitment Proposal

[***Guidance Note: This Tender Schedule only applies for the Social Procurement Framework and Building Equality Policy when a Social Procurement Commitment Proposal is required. To maintain Tender Schedule numbering, to be [Not Used] if not required.***

***Complete Section 1 including Table 1 before releasing the Request for Tender.***

***For clarity, Sections 2 and 3 are completed by the Tenderer.]***

This Tender Schedule 19 contains 3 parts:

Section 1 – Social Procurement Framework Outcomes

Section 2 – Social Procurement Response Tables

Section 3 – Social Procurement Commitment Proposal

Tenderers must complete Sections 2 and 3.

Instructions on how to complete Sections 2 and 3 are included with each section.

**Section 1 Social Procurement Framework Outcomes**

***[Guidance Note: Agencies should determine which Social Procurement Framework Outcomes are being prioritised in this Request for Tender. For example:***

* ***Purchasing from Victorian Aboriginal businesses***
* ***Employment of Victorians with a disability***
* ***Adoption of sustainable business practices.***

***Key steps – social procurement planning:***

***1.*** ***Undertake social procurement planning – refer to*** [***https://www***](https://www)***.buyingfor.vic.gov.au/social-procurement-planning-requirement-government-buyers. Please contact*** [***spf.assurance@dtf.vic.gov.au***](mailto:spf.assurance@dtf.vic.gov.au) ***for support.***

***2.*** ***For procurement activities valued at or above $20 million (exclusive of GST), Agencies must prepare a Social Procurement Plan in relation to the activity. Specific requirements apply to these activities in relation to prioritising Social Procurement Framework Outcomes.***

***NOTE: For construction works, Agencies must include all references and requirements relating to the Building Equality Policy in their Social Procurement Plan.***

***Please contact*** [***spf.assurance@dtf.vic.gov.au***](mailto:spf.assurance@dtf.vic.gov.au) for further support.

***Key steps – completing Table 1 below:***

***3.*** ***For each Social Procurement Framework Outcome that is prioritised for this procurement activity, in Table 1 below, answer ‘YES’ or ‘NO’ in the column: ‘Outcomes prioritised by the Principal. Tenderers should then refer to the appropriate Response Tables 1 – 8 inclusive in Section 2 Social Procurement Response Tables that the Tenderers need to complete.***

***NOTE: For construction works valued at or above $20 million (exclusive of GST), the Women’s Equality and Safety objective must be identified in Table 1 below as it includes the Building Equality Policy requirements***.

***4.*** ***Contact*** [***spf.assurance@dtf.vic.gov.au***](mailto:spf.assurance@dtf.vic.gov.au) ***to discuss tailoring Tender Schedules for the environmental objective in relation to specific needs.***

***BUILDING EQUALITY POLICY***

***For publicly funded construction projects with a total budget allocated over the life of the project of $20 million (exclusive of GST) or more, Tenderers must comply with the requirements of the Building Equality Policy within the Women’s Equality and Safety objective. In these circumstances Tenderers must complete the alternative Response Table 4B and refer to the instructions to Tenderers to address questions in the corresponding Response Table in Section 2. Tenderers must also include their completed Gender Equality Action Plans and Progress Report with their Tender.***

***When the Building Equality Policy applies Response Table 4A must not be used.***

***NOTE: the Building Equality Policy does not apply to tenders or contracts for Construction Services.]***

Tenderers must respond to the Social Procurement Framework Outcomes and Building Equality Policy Actions listed as priorities in Table 1 when completing this Tender Schedule 19 and developing Social Procurement Commitments and Building Equality Policy Commitments.

**Table 1: Social Procurement Framework Outcomes prioritised by the Principal for this Request for Tender**

Where a Social Procurement Framework Outcome prioritised by the Principal is shown as YES then complete the respective Response Table indicated.

| Response Table | Social Procurement Objectives | Social Procurement Framework Outcomes | Outcomes prioritised by the Principal |
| --- | --- | --- | --- |
| Response Table 1 | Opportunities for Victorian Aboriginal people | Purchasing from Victorian Aboriginal businesses | Yes / No |
| Opportunities for Victorians with disability | Purchasing from Victorian social enterprises and Australian Disability Enterprises | Yes / No |
| Opportunities for Victorian Priority Jobseekers | Purchasing from Victorian social enterprises | Yes / No |
| Sustainable Victorian social enterprise and Aboriginal business sectors | Purchasing from Victorian social enterprises and Victorian Aboriginal businesses | Yes / No |
| Response Table 2 | Opportunities for Victorian Aboriginal people | Employment of Victorian Aboriginal people by suppliers to the Victorian Government | Yes / No |
| Response Table 3 | Opportunities for Victorians with disability | Employment of Victorians with disability by suppliers to the Victorian Government | Yes / No |
| Response Table 4A | Women’s equality and safety | Adoption of family violence leave by Victorian Government suppliers | Yes / No |
| Response Table 4B | Women’s equality and safety (where the Building Equality Policy applies) | Gender equality within Victorian Government suppliers  Guidance for Tenderers:  For publicly funded construction projects to which BEP applies, Tenderers must:   * address the questions relating to meeting targets under Actions 1 and 2 of the Building Equality Policy; * submit a completed Organisation Wide Gender Equality Action Plan including Organisation Wide gender workplace audit results (Action 3 of the Building Equality Policy); and * submit a completed Project Specific Gender Equality Action Plan and Progress Report (Action 3 of the Building Equality Policy) | Yes / No |
| Response Table 5 | Opportunities for Victorian priority jobseekers | Job readiness and employment for Victorian priority jobseekers by suppliers to the Victorian Government.  Victorian priority jobseeker means a person residing in Victoria who is eligible to work and either:   * long-term unemployed or at risk of long-term unemployment * a young person. | Yes / No |
| Response Table 6 | Supporting safe and fair workplaces | Purchasing from suppliers that comply with industrial relations laws and promote secure employment | Yes / No |
| Response Table 7 | Sustainable Victorian regions | Job readiness and employment for people in regions with entrenched disadvantage | Yes / No |
| Response Table 8 | Environmentally sustainable outputs\* | Project-specific requirements to use sustainable resources and to manage waste and pollution | Yes / No |
| Use of recycled content in construction | Yes / No |
| Environmentally sustainable business practices | Adoption of sustainable business practices by suppliers to the Victorian Government | Yes / No |
| Implementation of the Climate Change Policy Objectives | Project-specific requirements to minimise greenhouse gas emissions | Yes / No |
| Procurement of outputs that are resilient against the impacts of climate change | Yes / No |

**Section 2 Social Procurement Response Tables**

**In completing the Social Procurement Response Tables, the Tenderer should note:**

* each Social Procurement Response Table includes definitions of relevant key words and phrases.
* ManySocial Procurement Framework Outcomes have a specific focus on Victoria / Victorians. For example, several Social Procurement Framework Outcomes focus on:
  + purchasing from businesses that operate and have business premises in Victoria, including Victorian social enterprises and Victorian Aboriginal businesses; or
  + providing employment and/or training for Victorians, including Victorian Aboriginal people, Victorians with disability and Victorian Priority Jobseekers.

Where questions focus on Victoria / Victorians, the Tenderer’s response should focus on Victoria / Victorians – information in the Tenderer’s response that relates to other states or territories, or people residing in other states or territories, may not be considered by the Principal.

* Social Procurement Commitments should take the form of specific, relevant, measurable, achievable and time-bound (SMART) goals. For example, a commitment could be made to ‘increase spend on Victorian Aboriginal businesses by X% or more (based on current spend of $Y) within 12 months of the commencement date of this Contract’. Conversely, a commitment ‘to work with the Victorian Government to identify opportunities to purchase from Victorian Aboriginal businesses’ does not take the form of a SMART goal and may not be considered by the Principal.
* Commitments made by the Tenderer to maintain pre-existing programs or initiatives may be considered as Social Procurement Commitments, but wherever possible, the Principal will be looking for improved performance in relation to delivering Social Procurement Framework Outcomes.

**If Tenderer may nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal**

If Annexure A indicates that the Tenderer may nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, the Tenderer may:

* complete the corresponding Response Table in Section 2 for each of the additional Social Procurement Framework Outcomes; and
* summarise all commitments made for any additional Social Procurement Framework Outcomes within the Section 2 into Section 3 Social Procurement Commitment Proposal and describe how it will measure and demonstrate compliance with those Commitments.

The Principal does not expect Tenderers to identify and commit to delivering additional Social Procurement Framework Outcomes; but understands that some Tenderers may be able to do so.

The commitments summarised in Section 3 represent the Tenderer’s proposed Social Procurement Commitments.

The successful Tenderer’s Social Procurement Commitments and Building Equality Policy Commitments (when this policy applies) will be included as part of the Contract entered into between the successful Tenderer and the Principal.

**Social Procurement Response Table 1 – Purchasing from Social Benefit Suppliers**

***[Guidance Note: If Annexure A indicates that the Tenderer is not permitted to nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table 1 is not identified in Table of Section 1, delete this Response Table 1.]***

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed ☐ Yes ☐ No  
***[Guidance Note: Select option applying. Ensure that this selection is the same as that shown in Table 1 of Section 1].***

For the purpose of this Social Procurement Response Table:

**Kinaway** means Kinaway Chamber of Commerce Victoria Limited (ACN 600 066 199).

**Map for Impact** means the online map produced by the Victorian Social Enterprise Mapping Project (accessible at <https://mapforimpact.com.au/>), as amended from time to time.

**Social Benefit Supplier** means a business that meets one or more of the following criteria:

* it is a Victorian social enterprise: this means that the organisation has been certified by Social Traders and operates and has business premises in Victoria or is listed on the Map for Impact.
* it is a Victorian Aboriginal business: this means that the business is verified by Supply Nation or Kinaway to be at least 50 per cent Aboriginal and/or Torres Strait Islander-owned. The business undertakes commercial activity and operates and has business premises in Victoria.
* it provides ‘supported employment services’ as defined in section 7 of the Disability Services Act 1986 (Cth) and operates and has a business premises in Victoria.

**Social Traders** means Social Traders Limited (ACN 132 665 804).

**Supply Nation** means Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation) (ACN 134 720 362).

| Question | YES | NO | Explanations / Further information / Evidence |
| --- | --- | --- | --- |
| 1. Is the Tenderer a Social Benefit Supplier? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, provide evidence that you meet the definition of Social Benefit Supplier (for example, certification by Social Traders).* |
| 1. Does the Tenderer have policies / procedures / initiatives that promote engagement with Social Benefit Suppliers (directly or indirectly through the supply chain)? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain the key features of the policies / procedures / initiatives (including whether the Tenderer’s governance body has endorsed).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement a policy / procedure / initiative that promotes engagement with Social Benefit Suppliers (including implementation process and timeline).* |
| 1. Does the Tenderer commit to implementing a policy / procedure / initiative during the term of this Contract that promotes engagement with Social Benefit Suppliers (directly or indirectly through the supply chain)? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain the specific commitment the Tenderer is making to implement a policy / procedure / initiative (for example, key features, implementation process and timeline).*  ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |
| 1. Does the Tenderer currently engage Social Benefit Suppliers (directly or indirectly through the supply chain)? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, provide further information about the extent of this engagement (for example, how many / what types / how much does the Tenderer spend annually).* |
| 1. Does the Tenderer commit to increasing engagement of Social Benefit Suppliers (directly or indirectly through the supply chain) during the term of this Contract? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain:*   * *the specific commitment the Tenderer is making to increase engagement of Social Benefit Suppliers during the term of this Contract; and* * *how the Tenderer will identify and engage with these suppliers to meet this commitment.*   ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |

**Social Procurement Response Table 2 – Employing Victorian Aboriginal People**

***[Guidance Note: If Annexure A indicates that the Tenderer is not permitted to nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table 2 is not identified in Table 1 of Section 1, delete this Response Table 2.]***

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed ☐ Yes **☐ No  
*[Guidance Note: Select option applying. Ensure that this selection is the same as that shown in Table 1 of Section 1].***

For the purpose of this Social Procurement Response Table:

**Victorian Aboriginal** **people** means people:

* of Aboriginal and Torres Strait Islander descent who identify as Aboriginal or Torres Strait Islander and are accepted as such by the community in which they live; and
* who reside in Victoria.

| Question | YES | NO | Explanations / Further information / Evidence |
| --- | --- | --- | --- |
| 1. Does the Tenderer currently have policies / procedures / initiatives that promote inclusive employment for Victorian Aboriginal people? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain the key features of the policies / procedures / initiatives (including whether the Tenderer’s governance body has endorsed).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement a policy / procedure / initiative that promotes inclusive employment for Victorian Aboriginal people (including implementation process and timeline).* |
| 1. Does the Tenderer commit to implementing a policy / procedure / initiative during the term of this Contract that promotes inclusive employment for Victorian Aboriginal people? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain the specific commitment the Tenderer is making to implement a policy / procedure / initiative (for example, key features, implementation process and timeline).*  ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |
| 1. Does the Tenderer currently employ Victorian Aboriginal people? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain:*   * *the extent of employment of Victorian Aboriginal people (for example, number of employees, proportion of overall workforce); and* * *how the Tenderer supports these employees by creating a culturally safe work environment.* |
| 1. Does the Tenderer commit to increasing employment of Victorian Aboriginal people during the term of this Contract? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain:*   * *the specific commitment the Tenderer is making to increase employment of Victorian Aboriginal people during the term of this Contract (for example, number, type, duration, location);* * *how the Tenderer will identify / recruit Victorian Aboriginal people to meet this commitment; and* * *where employment is on a fixed-term or casual basis, whether the Tenderer has employment transition planned for these employees. Provide further information about any employment transition.*   ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |

**Social Procurement Response Table 3 – Employing Victorians with disability**

***[Guidance Note: If Annexure A indicates that the Tenderer is not permitted to nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table 3 is not identified in Table 1 of Section 1, delete this Response Table 3.]***

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed ☐ Yes ☐ No  
***[Guidance Note: Select option applying. Ensure that this selection is the same as that shown in Table 1 of Section 1.]***

For the purpose of this Social Procurement Response Table:

**Victorians with disability** means people who:

* have long-term (lasting 6 months or more) physical, mental health, intellectual, neurological or sensory impairments which, when combined with other barriers (such as negative attitudes of employers or inaccessible environments), may limit their participation in society on an equal basis with other people; and
* reside in Victoria.

| Question | YES | NO | Explanations / Further information / Evidence |
| --- | --- | --- | --- |
| 1. Does the Tenderer have:    * a workforce diversity strategy that covers Victorians with disability; or    * a disability action plan; or    * an access and inclusion plan; or    * other policies / procedures / initiatives that promote inclusive employment for Victorians with disability? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain the key features of the strategy / plan / policies / procedures / initiatives (including whether the Tenderer’s governance body has endorsed); and* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement a strategy / plan / policy / procedure / initiative that promotes inclusive employment of Victorians with disability (including implementation process and timeline).* |
| 1. Does the Tenderer commit to implementing a strategy / plan / policy / procedure / initiative during the term of this Contract that promotes inclusive employment for Victorians with disability? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain the specific commitment the Tenderer is making to implement a strategy / plan / policy / procedure / initiative (for example, key features, implementation process and timeline).*  ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social procurement Commitment Proposal.*** |
| 1. Does the Tenderer currently employ Victorians with disability? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain:*   * *the extent of employment of Victorians with disability (for example, number of employees, proportion of overall workforce); and* * *how the Tenderer supports these employees by creating a culturally safe work environment.* |
| 1. Does the Tenderer commit to increasing employment of Victorians with disability during the term of this Contract? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain:*   * *the specific commitment the Tenderer is making to increase employment of Victorians with disability during the term of this Contract (for example, number, type, duration, location);* * *how the Tenderer will identify / recruit Victorians with disability to meet this commitment; and* * *where employment is on a fixed-term or casual basis, whether the Tenderer has employment transition planned for these employees. Provide further information about any employment transition.*   ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social procurement Commitment Proposal.*** |
| 1. Does the Tenderer have performance measures / targets in place for employing Victorians with disability? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, identify what performance measures / targets the Tenderer has in place (for example Key Performance Indicators, data collection / reporting on performance).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement performance measures / targets for employing Victorians with disability (including implementation process and timeline).* |
| 1. Does the Tenderer have monitoring and oversight arrangements in place in relation to employing Victorians with disability? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain what monitoring and oversight arrangements the Tenderer has in place (for example, management / governance review, periodic internal / external auditing).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement monitoring and oversight arrangements in relation to employing Victorians with disability (including implementation process and timeline).* |
| 1. Does the Tenderer have any external accreditation / certification of its approach to employing Victorians with disability (for example, the Australia Network on Disability’s Access and Inclusion Index)? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, provide evidence of the Tenderer’s external accreditation / certification.* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to obtain accreditation / certification of its approach (including timeline and details of accrediting / certifying authority).* |
| 1. In the last 24-month period, has the Tenderer been subject to any:    * penalties or notices from the Victorian Equal Opportunity and Human Rights Commission relating to employment of people with disability?    * investigations or proceedings in respect of a possible breach of the Victorian Equal Opportunity Act relating to employment of people with a disability? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, provide further information about the event/s.* |

**Social Procurement Response Table 4A – Women’s equality and safety**

***[Guidance Note: If Annexure A indicates that the Tenderer is not permitted to nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table 4A is not identified in Table 1 of Section 1, delete this Response Table 4A.***

***For publicly funded construction projects where the Building Equality Policy applies, Agencies must not use this Response Table 4A and must instead use Response Table 4B.]***

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed ☐ Yes ☐ No  
***[Guidance Note: Select option applying. Ensure that this selection is the same as that shown in Table 1 of Section 1.]***

Workforce composition table

| Tenderer’s current workforce composition | Female | Male | Explanations / Further information |
| --- | --- | --- | --- |
| Number of employees |  |  |  |
| Number of full-time employees |  |  |  |
| Number of employees in permanent positions |  |  |  |
| Number of staff in senior management roles (that is, management positions including Chief Executive Officer / equivalent and two levels below Chief Executive Officer / equivalent) |  |  |  |
| Number of governance body members |  |  |  |
| Proportion of overall workforce labour hours |  |  |  |

**Women’s Equality and Safety questions**

| Question | YES | NO | Explanations / Further information / Evidence |
| --- | --- | --- | --- |
| 1. Does the Tenderer have:    * a gender equality strategy; or    * other policies / procedures / initiatives that promote gender-inclusive employment? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain the key features of the strategy / policies / procedures / initiatives (including whether the Tenderer’s governance body has endorsed); and* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement a strategy / policy / procedure / initiative that promotes gender-inclusive employment (including the implementation process and timeline).* |
| 1. Does the Tenderer commit to implementing a strategy / policy / procedure / initiative during the term of this Contract that promotes gender-inclusive employment? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain the specific commitment the Tenderer is making to implement a strategy / policy / procedure / initiative (for example, key features, implementation process and timeline).*  ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |
| 1. Does the Tenderer commit to increasing employment of women during the term of this Contract? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain:*   * *the specific commitment the Tenderer is making to increase employment of women during the term of this Contract (for example, number, type, duration, location);* * *how the Tenderer will identify / recruit women to meet this commitment; and* * *where employment is on a fixed-term or casual basis, whether the Tenderer has employment transition planned for these employees. Provide further information about any employment transition.*   ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |
| 1. Does the Tenderer have performance measures / targets in place for gender-inclusive employment? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, identify what performance measures / targets the Tenderer has in place (for example, Key performance Indicators, data collection / reporting on performance).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement performance measures / targets for gender-inclusive employment (including implementation process and timeline).*   ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3.*** |
| 1. Does the Tenderer have monitoring and oversight arrangements in place in relation to gender-inclusive employment? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain what monitoring and oversight arrangements the Tenderer has in place (for example, management / governance review, periodic internal / external auditing).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement monitoring and oversight arrangements in relation to gender inclusive employment (including implementation process and timeline).* |
| 1. Does the Tenderer have any external accreditation / certification of its approach to gender-inclusive employment (for example, WGEA Employer of Choice for Gender Equality Citation)? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, provide evidence of the Tenderer’s external accreditation / certification.* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to obtain accreditation / certification of its approach (including timeline and details of accrediting / certifying authority).* |
| 1. In the last 24-month period, has the Tenderer been subject to any:    * penalties or notices from the Victorian Equal Opportunity and Human Rights Commission relating to unfair gender practices; or    * investigations / proceedings in respect of a possible breach of the Victorian Equal Opportunity Act relating to possible unfair gender practices; or    * notices of non-compliance or potential non-compliance with requirements under the Workplace Gender Equality Act 2012 (Cth) (if the Tenderer is subject to reporting under this Act)? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, provide further information about the event/s.* |
| 1. Does the Tenderer have a family violence leave policy (including access to paid leave)? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain the key features of the policy (including whether the Tenderer’s governance body has endorsed). Do not answer Question 9 of this Response Table.* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement a family violence leave policy (including the implementation process and timeline).* |
| 1. Does the Tenderer commit to implementing a family violence leave policy during the term of this Contract? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain the specific commitment the Tenderer is making to implement a family violence leave policy (for example, key features, implementation process and timeline).*  *If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3.* |

**Social Procurement Response Table 4B – Women’s equality and safety where the Building Equality Policy applies**

***[Guidance Note: For publicly funded construction projects where the Building Equality Policy applies, Agencies must use this Response Table 4B instead of Response Table 4A.]***

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed ☐ Yes ☐ No  
***[Guidance Note: Select option applying. Ensure that this selection is the same as that shown in Table 1 of Section 1.]***

For the purposes of this Social Procurement Response Table:

**Apprentice** means an employee (other than a Cadet or Trainee) who is employed to undertake training in a trade under a Training Contract. The Building Equality Policy requires employers to employ apprentices under a Training Contract registered with VRQA which combines structured training with paid employment related to a Building Equality Policy applicable project. For the purposes of the Building Equality Policy Commitments, only Apprentices primarily working onsite and undertaking an apprenticeship related to onsite building and construction work may be counted against the minimum Building Equality Policy Commitments.

**Baseline** means an estimate of expected hours reported by the Contractor to the Principal within 30 days of being awarded the contract.

**Cadet** an employee engaged by an employer (other than an Apprentice or Trainee) who is concurrently enrolled at an Australian University undertaking a tertiary qualification. To be considered a Cadet for the purposes of a Building Equality Policy applicable project, a Cadet's employment must be paid practical work experience connected to their tertiary qualification. Cadetships are different to professional traineeships (an employee who is not in an entry level role and is undertaking professional development training), which cannot count towards the Building Equality Policy. Hours spent offsite for training and education can be counted towards the 4 percent requirement. Cadets count towards Building Equality Policy Action 1 Management /Supervisory and Specialist Labour (staff) targets and Action 2 apprentices, trainees and cadets.

**Gender Equality Action Plan** or **GEAP** is a plan containing strategies for meeting mandatory actions to promote gender equality. There are two GEAPs – an Organisation Wide and Project Specific GEAP which are due at the tender stage.

**Gender Equality Action Plan** **Progress Report** or **GEAP Progress Report** provides a status update on the strategies put forward in both the Organisation Wide and Project Specific GEAP during contract award stage.

**Non-trade Construction Award covered labour** means Trainees and ancillary workers engaged by the Tenderer or a subcontractor to perform the work under the Contract onsite. For the purposes of the Building Equality Policy Commitments, occupations for non-trade covered labour include:

* + - Building and construction labourers and assistants
    - Concreters
    - Crane crews
    - Forklift, excavator and other machinery drivers / operators
    - Hoist and lift operators
    - Plant operators
    - Riggers
    - Scaffolders
    - Steel fixers
    - Traffic controllers
    - Trenching operator
    - Tunneller civil workers
    - Tunneller operators

**Management/supervisory and specialist labour (staff)** means people that spend 80 per cent of their time dedicated to a specific project engaged by the Contractor or a subcontractor to perform work under the Contract onsite. Hours spent offsite that directly relate towards project delivery are counted towards the 35% requirement means people that spend 80 per cent of their time dedicated to a specific project. They may be engaged by the Tenderer or a subcontractor to perform work under the Contract onsite. Occupations for onsite managerial, specialist and supervisory roles include::

* + - Administrators (other, unspecified)
    - Construction Forewomen
    - Construction Managers
    - Contract Administrators / Managers / Representative
    - Cost Estimators
    - Design Managers
    - Graduates (unspecified)
    - OHS / Safety personnel
    - Project Managers / Coordinators
    - Quality Assurance & Control personnel
    - Schedulers / Programmers
    - Backoffice office workers, managers and other professionals who are not on-site project-based workers are not to be counted towards the targets for projects.

**Project Total Estimated Labour Hours** means the total estimated labour hours as provided in the employment commitments section of the Local Jobs First Policy Agency Guidelines as amended from time to time and accessible at www.localjobsfirst.vic.gov.au/.

**Trade covered labour** meansbuilding /construction qualified trades and Apprentices engaged by the Tenderer or a subcontractor to perform work under the Contract onsite. For the purposes of the Building Equality Policy Commitments, occupations for trade covered labour include:

* + - Air-conditioning and refrigeration mechanics
    - Bricklayers / blocklayers
    - Carpenters
    - Electricians
    - Engineers - Fabrication
    - Gas fitters
    - Joinery and building trades (including cabinet makers, shopfitting, glass and glazing)
    - Painters
    - Plasterers
    - Plumbers
    - Locksmiths
    - Roof tilers
    - Sprinkler fitters
    - Wall and floor tilers

**Trainee** means an employee engaged by an employer (other than an Apprentice or Cadet) employed under a National Training Contract that combines training with paid employment in an entry level role related to a Building Equality Policy applicable project. For a Trainee to be counted towards the Building Equality Policy targets they must be undertaking a course that relates directly to their role on a Building Equality Policy applicable project and is consistent with the Training Contract. Professional Traineeships (an employee who is not in an entry level role and is undertaking professional development training) cannot count towards Building Equality Policy. Trainees must perform onsite building or construction work related to a Building Equality Policy applicable project. For examples, see **Non-trade Construction Award covered labour.**

**Training Contract** means a training contract lodged with the Victorian Registration and Qualification Authority (**VRQA**) or a person nominated by the VRQA in accordance with the *Education and Training Reform Act 2006*.

**Building Equality Policy Actions table**

All sections of the Building Equality Policy Action table must be completed.

**For Action 3:** Where:

a) the Tenderer is responsible for performing the building and construction work, including responsibility for any subcontracting outlined within the scope of the Tender, the Tenderer is required to complete the Organisation Wide GEAP and Organisation Wide Workplace Gender Audit with respect to their organisation. For the avoidance of doubt, an Organisation Wide GEAP is not required from subcontractors.

b) If a) above does not apply, the Tenderer is required to ensure that the entity/ies that is/will be responsible for performing the construction works, including responsibility for any subcontracting, complete the Organisation Wide GEAP and the Organisation Wide Workplace Gender Audit and GEAP(s) in their Tender response.

| Building Equality Policy Actions | Explanations / Further information / Evidence |
| --- | --- |
| Meet the following project gender equality targets for onsite roles in accordance with the Building Equality Policy:   * **Action 1:**   + 3% trade covered labour;   + 7% non-trade Construction Award covered labour; and   + 35% Management/supervisory and specialist labour (staff),   of the contract works’ total estimated labour hours for each position to be performed by women.  Please note, each of these requirements must be addressed individually. | *Please detail how the Tenderer will:* |
| * *meet or exceed the minimum targets during the term of this Contract including details on timeline for meeting or exceeding the minimum targets and details on what policies / procedures / initiatives the Tenderer has or will put in place to deliver this commitment: (where the Tenderer is committing to exceeding the minimum targets, the response should also be in the SMART format including, as a minimum, details on the new target, what type of roles, timeframe for delivery, etc.);* |
| * *identify / recruit women to meet these commitments including details on what partners the Tenderer currently has relationships with who can support meeting these commitments:* |
| * *work with subcontractors to contribute to the achievement of the set targets:* |
| * **Action 2**: Engage women who are registered apprentices or trainees to perform building and construction work onsite for at least 4% of the contract works’ total estimated labour hours.   Tenderers are to use the Tenderer’s employment commitments in the LIDP Deemed Hours Formula to calculate their 4% target for Action 2.  *For example: If the deemed hours total estimated labour hours calculated in the employment commitments in the LIDP for a project is for a project is calculated at 373,929 hours.*  *The 10% MPSG Commitment for trainees, apprentices and cadets is 37,393 hours*  *The BEP Commitment is a calculation of 4% of the deemed hours total estimated labour hours (4% of 373,929 hours) = 14,957 hours must be women apprentices or trainees*  **Please note, each of these requirements must be addressed individually** | *Detail the Tenderer’s 4% baseline hours for apprentices and trainees based on the minimum MPSG requirement calculated from a Tenderer’s employment commitments in the Local Industry Development Plan (LIDP) :*  *BEP Target hours for apprentices and trainees: (****insert hours here****)* |
| *Please detail how the Tenderer will:* |
| * *meet or exceed the minimum targets during the term of this Contract including details on timeline for meeting or exceeding the minimum targets and details on what policies / procedures / initiatives the Tenderer has or will put in place to deliver this commitment (where committing to exceeding the minimum targets, the response should also be in the SMART format including, as a minimum, details on the new target, what type of roles, timeframe for delivery, etc.):* |
| * *engage with tertiary education / TAFE sector to engage apprentices and trainees including details on any applicable relationships currently in place:* |
| * *work with subcontractors to contribute to the achievement of the set target:* |
| * **Action 3**: Providing:   + Organisation Wide Gender Equality Action Plan (GEAP) and the results of an Organisation Wide workplace gender audit as part of this response   + Project Specific Gender Equality Action Plan and Progress Report as part of this response   *Instruction to Tenderer: The entity that is undertaking the onsite building and construction work must complete an Organisation Wide GEAP*  *The Tenderer must complete the Project Specific GEAP.* | **Tenderers are required to submit a completed Organisation Wide GEAP and Project Specific GEAP with their Tender.** |
| Yes  The Tenderer confirms that the completed Organisation Wide GEAP and Organisation Wide gender workplace audit results are attached to this Tender at **Attachment A to Section 3 Social Procurement Commitment Proposal.** |
| Yes  The Tenderer confirms that the completed Project Specific GEAP is attached to this Tender at **Attachment B to Section 3 Social Procurement Commitment Proposal.** |

**Note:** Where the Building Equality Policy applies, commitments to targets, implementation of the Gender Equality Action Plans and Progress Report and reporting requirements under each Building Equality Policy Action is summarised in Section 3 Social Procurement Commitment Proposal.

**Social Procurement Response Table 5 – Employing Victorian priority jobseekers**

***[Guidance Note: If Annexure A indicates that the Tenderer is not permitted to nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table 5 is not identified in Table 1 of Section 1, delete this Response Table 5.]***

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed ☐ Yes ☐ No  
[***Guidance Note: Select option applying. Ensure that this selection is the same as that shown in Table 1 of Section 1.]***

For the purpose of this Social Procurement Response Table:

**Victorian priority jobseeker** means a person residing in Victoria who is eligible to work and either**:**

* long-term unemployed or at risk of long-term unemployment
* a young person.

**A person eligible to work** means:

* Australian citizens
* Permanent residents or temporary residents under Australia’s refugee and humanitarian program who hold visas with work entitlements

Other groups consistent with the current guidelines for Jobs Victoria Employment Services.

**Young person** means a person:

* Aged 15 to 24;
* Unemployed or working less than 12 hours in casual, temporary, or intermittent work; and
* Not in full time study.

**Job readiness** means training, mentoring, social and cultural support. It equips individuals with the technical and learning skills and attributes needed to successfully gain, maintain and participate in work. Job readiness activities need to provide a pathway to employment.

**At risk of Long term unemployment** means:

* Currently unemployed, or working less than 12 hours per week in casual, temporary, or intermittent work; and
* At risk of long-term unemployment due to employment barriers.

**Long term unemployed** means**:**

* Unemployed for six months or more

**‘Employment barriers’** refers to the following barriers to employment**:**

* not completing secondary education
* low English language proficiency
* low literacy (reading/writing)
* personal circumstances (e.g. experience of family violence, drug and alcohol dependence, carer’s responsibilities)
* health difficulties (including mental health or disability)
* criminal record
* unstable housing or homelessness.

The Department of Government Services has issued this list and it is subject to updates.

Any jobseeker that meets the above definitions can be considered a Victorian priority jobseeker.

Jobseekers may be eligible to be counted under multiple objectives. Examples include:

* Being an Aboriginal Victorian and a Victorian priority jobseeker
* Being a Victorian with disability and a Victorian priority jobseeker.

Jobseekers must not be double counted. However, suppliers may count these individuals toward any appropriate targets.

| Question | YES | NO | Explanations / Further information / Evidence |
| --- | --- | --- | --- |
| 1. Does the Tenderer currently have policies / procedures / initiatives that promote job readiness activities and inclusive employment for Victorian priority jobseekers? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain the key features of these policies / procedures / initiatives (including whether the Tenderer’s governance body has endorsed).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement a policy / procedure / initiative that promotes inclusive employment for Victorian priority jobseekers (including implementation process and timeline).* |
| 1. Does the Tenderer commit to implementing a policy / procedure / initiative during the term of this Contract that promotes job readiness activities and inclusive employment for Victorian priority jobseekers? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain the specific commitment the Tenderer is making to implement a policy / procedure / initiative (for example, key features, implementation process and timeline).*  ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |
| 1. Does the Tenderer currently provide job readiness activities to, or employ, Victorian priority jobseekers? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain:*   * *the extent of job readiness activities and employment of Victorian priority jobseekers (for example, number of employees, proportion of overall workforce); and* * *how the Tenderer supports these employees by creating a culturally safe work environment.* |
| 1. Does the Tenderer commit to increasing job readiness activities or employment of Victorian priority jobseekers during the term of this Contract? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’:*  *identify which cohort/s of Victorian priority jobseekers the Tenderer will prioritise during the term of this Contract (one or more of the cohorts may be prioritised):*  *☐ Long-term unemployed people or at risk of long-term unemployment*  *☐ Young persons*   * *explain the specific commitment the Tenderer is making to increase employment of Victorian priority jobseekers* *during the term of this Contract (for example, number, type, duration, location);* * *explain how the Tenderer will identify / recruit Victorian priority jobseekers to meet this commitment; and* * *where employment is on a fixed-term or casual basis, whether the Tenderer has employment transition planned for these employees. Provide further information about any employment transition.*   ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |

**Social Procurement Response Table 6 – Supporting safe and fair workplaces**

***[Guidance Note: If Annexure A indicates that the Tenderer is not permitted to nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table 6 is not identified in Table 1 of Section 1, delete this Response Table 6.]***

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed ☐ Yes ☐ No  
***[Guidance Note: Select option applying. Ensure that this selection is the same as that shown in Table 1 of Section 1.]***

| Question | YES | NO | Explanations / Further information / Evidence |
| --- | --- | --- | --- |
| 1. Does the Tenderer currently have policies / procedures to ensure compliance with the following categories of legislation?    * Commonwealth workplace relations legislation (including the Fair Work Act 2009 (Cth))    * Long service leave (including the Long Service Leave Act 2018 (Vic) and the Long Service Portability Act 2018 (Vic))    * Occupational health and safety (including the Occupational Health and Safety Act 2004 (Vic))    * Workers compensation (including the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic))    * Equal opportunity (including the Equal Opportunity Act 2010 (Vic))    * Workplace gender quality (including the Workplace Gender Equality Act 2012 (Cth))    * Anti-discrimination (including the Age Discrimination Act 2004 (Cth), Sex Discrimination Act 1984 (Cth), Racial Discrimination Act 1975 (Cth) and Disability Discrimination Act 1992 (Cth))    * Superannuation (including the Superannuation Guarantee Administration Act 1992 (Cth)) | ☐ | ☐ | *Instruction to Tenderer: If ‘NO’, explain which categories of legislation are not covered by the scope of the Tenderer’s policies / procedures and why.* |
| 1. Does the Tenderer only employ employees in accordance with an enterprise agreement approved by the Fair Work Commission, modern award or employment contract? | ☐ | ☐ | *Instruction to Tenderer: If ‘NO’, explain the reason/s for this response and any other employment arrangements the Tenderer has in place.* |
| 1. Does the Tenderer have policies / procedures that allow employees to access information about the relevant enterprise agreement or modern award or ensure that employees are provided with a copy of their employment contract? | ☐ | ☐ | *Instruction to Tenderer: If ‘NO’, explain:*   * the reason/s for this response; and * whether the Tenderer is currently taking any steps to implement a policy / procedure to allow employees to access this information or obtain a copy of their employment contract (including implementation process and timeline). |
| 1. Does the Tenderer have policies / procedures to ensure that relevant contractual documentation, arrangements or agreements requires subcontractors to comply with industrial relations laws? | ☐ | ☐ | *Instruction to Tenderer: If ‘NO’, explain:*  *the reason/s for this response; and*  *whether the Tenderer is currently taking any steps to implement a policy / procedure relating to the Tenderer subcontractors (including implementation process and timeline).* |
| 1. Does the Tenderer have policies / procedures that promote access to secure and permanent employment? | ☐ | ☐ | *Instruction to Tenderer: If ‘NO’, explain:*   * *the reason/s for this response; and* * *whether the Tenderer is currently taking any steps to implement a policy / procedure relating to secure and permanent employment (including implementation process and timeline).* |
| 1. Does the Tenderer commit to implementing a policy / procedure during the term of this Contract that promotes access to secure and permanent employment? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain the specific commitment the Tenderer is making to implement a policy / procedure / initiative (for example, key features, implementation process and timeline).*  ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |
| 1. In the past 24-month period, has the Tenderer complied with its obligations under Commonwealth workplace relations legislation? | ☐ | ☐ | *Instruction to Tenderer: If ‘NO’, explain the reason/s for this response.* |
| 1. In the past 24-month period, has the Tenderer made the following payments relating to minimum wages and employment conditions?    * wages including penalty rates, overtime and casual rates;    * allowances;    * annual leave;    * long service leave;    * superannuation;    * workers compensation insurance; and    * any other lawful payments where they are specified in a modern award or enterprise agreement (for example, payments made to redundancy funds). | ☐ | ☐ | *Instruction to Tenderer: If ‘NO’, explain which payments have not been made and why.* |
| 1. In the last 24-month period, has the Tenderer been subject to:    * any findings against it by a court or tribunal regarding breach of an industrial instrument, including a breach of a non-confidential consent order?    * any current proceedings in respect of a breach of an industrial instrument? | ☐ | ☐ | *Instruction to Tenderer: If ‘NO’, provide further information about the event/s.* |
| 1. Will the Tenderer be taking additional steps over the term of this Contract to provide a safe and fair workplace for all employees and sub-contractors? | ☐ | ☐ | *Instruction to Tenderer: If “YES”, explain the specific commitment the Tenderer is making to implement a policy / procedure / initiative (for example, key features, implementation process and timeline) that is over and above any information you have included elsewhere in this Social Procurement Response Table 6.*  ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |

**Social Procurement Response Table 7 – Supporting regions with entrenched disadvantage**

***[Guidance Note: If Annexure A indicates that the Tenderer is not permitted to nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table 7 is not identified in Table 1 of Section 1, delete this Response Table 7.]***

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed ☐ Yes ☐ No  
*[****Guidance Note: Select option applying. Ensure that this selection is the same as that shown in Table 1 of Section 1.]***

For the purpose of this Social Procurement Response Table:

**Job readiness activities** means providing training, mentoring, social and cultural support to equip individuals with the technical and learning skills and attributes needed to successfully gain, maintain and participate in work. Job readiness activities need to provide a pathway to employment.

**Regions with entrenched disadvantage** means Victorian postcodes that have a low score on the Socio-Economic Indexes for Areas (SEIFA) Index of Relative Socio-economic Disadvantage (IRSD) 2016.

**Note**: If the Tenderer requires support to identify regions with entrenched disadvantage, please contact the Principal's Contact for this Request for Tender.

| Question | YES | NO | Explanations / Further information / Evidence |
| --- | --- | --- | --- |
| 1. Does the Tenderer currently have policies / procedures / initiatives that promote job readiness activities and inclusive employment for people who reside in regions with entrenched disadvantage? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain the key features of these policies / procedures / initiatives (including whether the Tenderer’s governance body has endorsed).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement a policy / procedure / initiative that promotes job readiness activities and inclusive employment for people who reside in regions with entrenched disadvantage (including implementation process and timeline).* |
| 1. Does the Tenderer commit to implementing a policy / procedure / initiative during the term of this Contract that promotes job readiness activities and inclusive employment for people who reside in regions with entrenched disadvantage? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain the specific commitment the Tenderer is making to implement a policy / procedure / initiative (for example, key features, implementation process and timeline).*  ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |
| 1. Does the Tenderer currently provide job readiness activities to, or employ, people who reside in regions with entrenched disadvantage? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain:*   * *the extent of employment of people who reside in regions with entrenched disadvantage (for example, number of employees, proportion of overall workforce, relevant postcodes); and* * *how the Tenderer supports these employees by creating a culturally safe work environment.* |
| 1. Does the Tenderer commit to increasing job readiness activities and employment of people who reside in regions with entrenched disadvantage during the term of this Contract? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain:*   * *the specific commitment the Tenderer is making to increase employment of people who reside in regions with entrenched disadvantage during the term of this Contract (for example, number, type, duration, location);* * *how the Tenderer will identify / recruit people who reside in regions with entrenched disadvantage to meet this commitment; and* * *where employment is on a fixed-term or casual basis, whether the Tenderer has employment transition planned for these employees. Provide further information about any employment transition.*   ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |
| 1. Is the Tenderer based in a region with entrenched disadvantage? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, provide evidence that you are based in a region with entrenched disadvantage.* |
| 1. Does the Tenderer have policies / procedures / initiatives that promote engagement with suppliers that are based in regions with entrenched disadvantage (directly or indirectly through the supply chain)? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain the key features of these policies / procedures / initiatives (including whether the Tenderer’s governance body has endorsed).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement a policy / procedure / initiative that promotes engagement with suppliers that are based in regions with entrenched disadvantage (including implementation process and timeline).* |
| 1. Does the Tenderer commit to implementing a policy / procedure / initiative during the term of this Contract that promotes engagement with suppliers that are based in regions with entrenched disadvantage (directly or indirectly through the supply chain)? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain the specific commitment the Tenderer is making to implement a policy / procedure / initiative (for example, key features, implementation process and timeline).*  ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |
| 1. Does the Tenderer currently engage suppliers that are based in regions with entrenched disadvantage (directly or indirectly through the supply chain)? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, provide further information about the extent of this engagement (for example, how many / how much does the Tenderer spend annually).* |
| 1. Does the Tenderer commit to increasing engagement of suppliers that are based in regions with entrenched disadvantage (directly or indirectly through the supply chain) during the term of this Contract? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain:*   * *the specific commitment the Tenderer is making to increase engagement of suppliers that are based in regions with entrenched disadvantage during the term of this Contract; and* * *how the Tenderer will identify and engage with these suppliers to meet this commitment.*   ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |

**Social Procurement Response Table 8 – Environmentally sustainable business practices**

***[Guidance Note: If Annexure A indicates that the Tenderer is not permitted to nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table 8 is not identified in Table 1 of Section 1, delete this Response Table 8.***

***This Response Table is only applicable to Environmentally Sustainable Business Practices.*** For the objectives: Environmentally Sustainable Outputs and Implementation of the Climate Change Policy, contact [socialprocurement@ecodev.vic.gov.au](mailto:socialprocurement@ecodev.vic.gov.au) to discuss tailoring Tender Schedules to suit specific needs.

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed. ☐ Yes ☐ No  
***[Guidance Note: Select option applying. Ensure that this selection is the same as that shown in Table 1 of Section 1.]***

| Question | YES | NO | Explanations / Further information / Evidence |
| --- | --- | --- | --- |
| 1. Does the Tenderer currently have an environmental management system? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain the key features of the environmental management system (including whether the Tenderer’s governance body has endorsed). Do not answer Question 3 of this Social Procurement Response Table.* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement an environmental management system (including the implementation process and timeline). Do not answer Question 2 of this Social Procurement Response Table.* |
| 1. Is the Tenderer’s environmental management system accredited by ISO or a similar accrediting authority? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, provide evidence of certification and the last annual report in relation to targets / measures in the Tenderer’s environmental management system. Do not answer Question 3 of this Social Procurement Response Table.* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to obtain accreditation of the Tenderer’s environmental management system (including timeline and details of accrediting authority).* |
| 1. Does the Tenderer commit to implementing an environmental management system during the term of this Contract? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain the specific commitment the Tenderer is making to implement an environmental management system (for example, key features, implementation process and timeline).*  ***If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.*** |
| 1. Does the Tenderer have policies / procedures / initiatives that promote the following environmentally sustainable business practices?    * energy use efficiency    * use of renewable energy or green energy    * water use efficiency    * waste management    * recycling    * reducing greenhouse gas emissions / carbon footprint    * transitioning to a circular economy    * statement of commitment to environmental sustainability / reducing environmental impact    * memberships / pledges / signatory to conventions | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain the key features of these policies / procedures / initiatives (that is, including which of the business practices listed in Question 4 of this Social Procurement Response Table are covered and how they are promoted, and whether the Tenderer’s governance body has endorsed).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement a policy / procedure / initiative that promotes one or more of the business practices listed in Question 4 of this Social Procurement Response Table (including key features, implementation process and timeline)* |
| 1. Does the Tenderer commit to implementing a policy / procedure / initiative during the term of this Contract that promotes one or more of the environmentally sustainable business practices listed in Question 4 of this Social Procurement Response Table? | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, explain the specific commitment the Tenderer is making to implement a policy / procedure / initiative (for example, key features, implementation process and timeline).*  *If the Tenderer answers ‘Yes’ to this Question, the Tenderer is making a Social Procurement Commitment that must be summarised in Section 3 Social Procurement Commitment Proposal.* |
| 1. Does the Tenderer have performance measures / targets in place in relation to environmentally sustainable business practices? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, identify what performance measures / targets the Tenderer has (for example, Key Performance Indicators, data collection / reporting on performance).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement performance measures / targets for environmentally sustainable business practices (including implementation process and timeline).* |
| 1. Does the Tenderer have monitoring and oversight arrangements in place in relation to environmentally sustainable business practices? | ☐ | ☐ | *Instruction to Tenderer:*   * *If ‘YES’, explain what monitoring and oversight arrangements the Tenderer has (for example, management / governance review, periodic internal / external auditing).* * *If ‘NO’, explain whether the Tenderer is currently taking any steps to implement monitoring and oversight arrangements in relation to environmentally sustainable business practices (including implementation process and timeline).* |
| 1. In the last 24-month period, has the Tenderer been subject to any:    * penalties or notices from the Victorian Environmental Protection Authority or breaches of any other environmental legislation or regulation; or    * investigations / proceedings in respect of a possible breach of any environmental legislation or regulation?   Note: The Principal acknowledges that checks may be undertaken with the Environmental Protection Authority or other regulators or bodies about the Tenderer’s (including any related entities) environmental or other regulatory performance. | ☐ | ☐ | *Instruction to Tenderer: If ‘YES’, provide further information about the event/s.* |

**Section 3 Social Procurement Commitment Proposal**

To submit the Social Procurement Commitment Proposal, the Tenderer must:

* complete the corresponding Response Table in Section 2 Social Procurement Response Tables for each Social Procurement Framework Outcome identified in Table 1 of Section 1 as prioritised by the Principal. These Response Tables ask the Tenderer to provide information about its current performance, and to make commitments in relation to delivering each prioritised Social Procurement Framework Outcome;
* where the Building Equality Policy applies, complete the required information and confirm they have attached the Organisation Wide Gender Equality Action Plan and Progress Report and Project Specific Gender Equality Action Plan and Progress Report under the Women’s Equality and Safety in Section 2 Social Procurement Response Table 4B; and
* summarise all commitments made within the Section 2 Social Procurement Response Tables into this Section 3 Social Procurement Commitment Proposal and describe how it will measure and demonstrate compliance with those Social Procurement Commitments and Building Equality Policy Commitments.

In the table/s below, the Tenderer must:

* summarise the Social Procurement Commitments made in Section 2 Social Procurement Response Tables
* summarise the Building Equality Policy Commitments made in Section 2 Social Procurement Response Tables, when this policy applies
* detail how it will measure and demonstrate its compliance with each Social Procurement Commitment
* detail how it will measure and demonstrate its compliance with each Building Equality Policy Action, when this policy applies.

Reporting of the Tenderer’s performance on its Social Procurement Commitments and Building Equality Policy Commitments (if any apply) will be captured in the Industry Capability Network’s Victorian Management Centre (VMC) Social Procurement Framework reporting module.

The Social Procurement Commitment Proposal in this Section 3 will, if the Tenderer is successful, once agreed with the Principal become the Social Procurement Commitment Schedule which is attached to the Contract.

**Part 3.1 Social Procurement Commitments**

| *#* | *Social Procurement Outcome* | *Social Procurement Commitment* | *How will performance be measured against this Social Procurement Commitment?* | *How will compliance be demonstrated with this Social Procurement Commitment?* | *Explanations / Further information / Evidence* |
| --- | --- | --- | --- | --- | --- |
| ***#*** | ***Example only:***  ***Women’s equality and safety*** | ***Implement a Family Violence Leave policy*** | ***Draft the policy within the first 12 months of contract*** | ***Policy provided to Superintendent when finalised*** |  |
| ***#*** | ***Example only:***  ***Women’s equality and safety*** | ***Increased employment of women of 5% above current baseline*** | ***Track employment and recruitment over course of contract to measure increase*** | ***Annual reporting will include employment profile demonstrating increase*** |  |
| ***1*** |  |  |  |  |  |

**Part 3.2 Building Equality Policy Commitments**

| Building Equality Policy Action | Building Equality Policy Commitment | How will performance be measured against the Building Equality Policy Commitment? | | How will compliance be demonstrated with the Building Equality Policy Commitment? | Explanations / Further information / Evidence |
| --- | --- | --- | --- | --- | --- |
| Action 1: Project gender equality targets for onsite roles | Women must perform at least 3% of the contract works’ total estimated labour hours for each **trade covered labour** position | Submit total estimated labour hours for each **trade covered labour** position applicable to the Contract with the first progress report to establish a baseline.  Track and record actual labour hours for each position against the baseline. | | Provide a progress report against targets in accordance with the Contract. | *Instruction to Tenderer: Insert response if needed* |
| Women must perform at least 7% of the contract works’ total estimated labour hours for each **non-trade Construction award covered labour** position | Submit total estimated labour hours for each **non-trade Construction award covered labour** position applicable to the Contract with the first progress report to establish a baseline.  Track and record actual labour hours for each position against the baseline. | | Provide a progress report against targets in accordance with the Contract. | *Instruction to Tenderer: Insert response if needed* |
| Women must perform at least 35% of the contract works’ total estimated labour hours for each **management/supervisory and specialist labour** (staff) position | Submit total estimated labour hours for each m**anagement/supervisory and specialist labour** position applicable to the Contract with the first progress report to establish a baseline.  Track and record actual labour hours for each position against the baseline. | | Provide a progress report against targets in accordance with the Contract. | *Instruction to Tenderer: Insert response if needed* |
| Action 2: Engage women apprentices or trainees to perform onsite building and construction work | Women will be engaged who are registered **apprentices** or **trainees** to perform onsite building and construction work for at least 4% of the contract works’ total estimated labour hours for apprentices and trainees | Establish baseline Building Equality Policy hours for female **apprentices** and **trainees** using the Deemed Hours Formula to determine the total estimated labour hours and calculating 4% of the total estimated labour hours.  Track and record actual labour hours for apprentices and trainees against the baseline. | | Provide a progress report against targets in accordance with the Contract. | *Instruction to Tenderer: Insert response if needed* |
| Action 3: Require Gender Equality Action Plans | Implementation of all mandatory actions in the Organisation Wide Gender Equality Action Plan | | Track and record progress / completion against the mandatory actions contained in the Organisation Wide Gender Equality Action Plan | Provide progress reports on Organisation Wide Gender Equality Action Plan implementation in accordance with the Contract; and  Undertake a final Organisation Wide gender workplace audit within 2 months after the Date of Practical Completion in accordance with the Contract.  Where the Date of Practical Completion is less than 12 months after the previous gender workplace audit data is provided, submit gender workplace audit data following the 12‑month anniversary of the previous audit. | *Instruction to Tenderer: Insert response if needed* |
| Implementation of all mandatory actions in the Project Specific GEAP | | Track and record progress / completion against the mandatory actions contained in the Project Specific Gender Equality Action Plan and Progress Report | Provide progress reports on Project Specific Gender Equality Action Plan implementation in accordance with the Contract; and  Undertake a final Project Specific gender workplace audit within 2 months after the Date of Practical Completion in accordance with the Contract. | Instruction to Tenderer: Insert response if needed |

**Attachment A to Social Procurement Commitment Proposal  
Organisation wide - Gender Equality Actions Plan (including Progress Report)**

**Purpose of the Gender Equality Action Plan**

The Gender Equality Action Plan provides Organisations with a template to identify and develop actions for gender imbalances found within the Organisation Wide Workplace Gender Audit. The Gender Equality Action Plans assist organisations in progressing towards a more gender equal workplace.

**Prior to filling out the table**

Ensure the Workplace Gender Audit has been completed. The results from the Workplace Gender Audit indicators will inform the strategy taken by the Organisation. For example, the results generated from indicator 2 will determine the strategy taken to achieve equal representation of women on governing bodies or in leadership positions. i.e., if the Organisation has gender balance on their governing body then the strategy may be around maintaining this whereas if the Organisation has an imbalance on their governing body then the strategy may focus on recruitment or development of women into leadership positions.

**Completing a Gender Equality Action Plan?**

A Gender Equality Action Plan is required for every tender submitted. The last column of the below table labelled ‘progress report’ is only to be infilled by successful contractors who are up to the reporting phase of their project.

**Gender Equality Action Plan – Evaluation and Submission Process**

All Gender Equality Action Plans are to be submitted to the government procurement agency through the tender process. Where a Gender Equality Action Plan assessment or feedback form is provided by the Procurement Agency, this feedback must be incorporated into the document before the Gender Equality Action Plan can be approved. All Gender Equality Action Plans are submitted via the ICN VMC portal by the Organisation. Please contact ICN for any further questions.

Filling in the Gender Equality Action Plan table – Tenderers

Each table listed under the focus areas must be completed. The focus areas are outlined in the Building Equality Policy. The headings of the tables are explained below:

* **Mandatory Actions** – Are a breakdown of actionable items under each Focus Area which the organisation must complete.
* **Organisation Strategy** – Organisations must provide at least one strategy that will achieve the mandatory action. Within the table are example responses and additional strategies and resources to assist the organisation in writing strategies.
* **Accountability of Organisation Strategy** – The organisation must provide the name and job title of the person responsible and timeframe in which the strategy will be implemented.

**Filling in the Gender Equality Action Plan table – Contract Award**

The below column is only to be completed where a Gender Equality Action Plan Progress Report is required. This is where a live project is at the reporting phase of the project.

* **Progress Report** – the Organisation must provide a status of each strategy by ticking the complete/incomplete box. Evidence must be provided if the strategy has been completed. All mandatory actions should be implemented by the end of the project. Where attachments are provided, please upload these via the VMC platform.

***[Drafting Note: Ensure all sections highlighted drafting notes in yellow are removed or have the relevant information added when submitting the Gender Equality Action Plan as part of the tender.]***

**Focus Area 1 - Collect and report data about gender equality and gender pay gap – this focus area relates to indicator 1: Gender Pay Equity found within the Workplace Gender Audit.**

| Mandatory Actions | Organisation Strategy | Accountability Of Organisation Strategy | Progress Report |
| --- | --- | --- | --- |
| Collect, monitor, and analyse gender disaggregated payroll data to determine the gender pay gap | [DRAFTING NOTE: insert strategy]  Example response:  The Organisation will commit to collecting and monitoring gender disaggregated data by completing indicator 1 of Workplace Gender Audit every 12 months and analysing progress.  By following the Workplace Gender Equality Guide to Pay Equity the Organisation will implement the practical steps such as X,Y,Z to improving gender pay equity to close the current gender pay gap that exists [guide-to-gender-pay-equity.pdf (wgea.gov.au)](https://www.wgea.gov.au/sites/default/files/documents/guide-to-gender-pay-equity.pdf). ]  [Additional strategies/resources  [EXAMPLE: Sign pledge to initiate action plans to reduce the gap in your workplace at [Equal Workplaces Advsiory Council - Victorian Government](https://www.vic.gov.au/equal-workplaces-advisory-council) ([www.vic.gov.au](http://www.vic.gov.au)). | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document or  - Reference update in the Workplace Gender Audit |
| Set targets and allocate a specific budget to resolve pay discrepancies with the aim of eliminating the gender pay gap. | [DRAFTING NOTE: insert strategy]  Example response:  The Organisation will set a target of reducing the gender pay gap by X% by the next WGEA reporting period or end of X year.  The Organisation will allocate a specific budget of $X to increase women’s salaries to lessen the gender pay gap. Refer to indicator 1 table 1.3 for the specified amount.  Additional strategies/resources  Refer to the Workplace Gender Equality Agency guide of how to reduce the gender pay gap at all ages https://www.wgea.gov.au/sites/default/files/documents/Gender%20%26%20Age\_Employer%20Actions.pdf | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document or  - Reference update in the Workplace Gender Audit |
| Integrate gender equality data into reports to the leadership team. | [DRAFTING NOTE: insert strategy]  Example response:  The leadership team will implement the following agenda items into each meeting and receive reports from each of the business divisions on:  - Pay equity  - Number of sexual harassment complaints since last meeting  - Number of flexible leave options taken up by gender since last meeting  - Number of women taking periods of extended sick leave (indicator of health, carer or FV issues that may require early intervention/support)] |  | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |

**Focus Area 2 – Improve leadership, representation, and accountability – This focus area relates to Indicator 3: Gender Composition of governing bodies found within the Workplace Gender Audit.**

| Mandatory Actions | Organisation Strategy | Accountability Of Organisation Strategy | Progress Report |
| --- | --- | --- | --- |
| Set targets and create a strategy for equal representation of women on governing bodies and in leadership roles based on the results of the Workplace Gender Audit | [DRAFTING NOTE: insert strategy]  Example response:  The organisation will set a target to increase women in senior management and leadership positions by X% at the next WGEA reporting period or end of X year.  The strategy to achieving this will include:  - the Organisation will develop individual succession plans for women, this will include mapping their career development  - Women will have access to all growth opportunities (training and personal development)  - Professional coaching will be provided to women to assist them on their path to achieving their career goals.  Additional strategies/resources  Use the Workplace Gender Equality Agency’s Target Setting Toolkit to set realistic targets to improve the gender diversity of your workforce <https://www.wgea.gov.au/tools/gender-targets-toolkit>  Build in maximum tenure periods into the governing body/senior managements terms of reference to ensure accountability and input continues to incorporate diverse perspectives.] | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Review job requirements for all leadership roles to identify and remove any barriers to women | [DRAFTING NOTE: insert strategy]  Example response:  The organisation will review all management roles with the aim of removing barriers for women.  The Organisation will look into how each role is structured to allow for career opportunity, promotion, flexibility, parental leave caring responsibilities, equal pay, remuneration, casual and part time opportunities or job sharing.  In addition to this we will discuss with the women in the project team the barriers they are currently facing to reach leadership positions and work to reduce these barriers.  Additional strategies/resources  Use the Gender Equitable Recruitment and Promotion Guide <https://www.wgea.gov.au/sites/default/files/documents/Guide_for_organisations.pdf> | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Increase the visibility of women in leadership roles, management meetings, staff interactions and with external stakeholders | [DRAFTING NOTE: insert strategy]  Example response:  The organisation will create a BEP working group made up of varying occupations and levels within the organisation. A representative of this group will be included in management meetings, staff interactions and any external stakeholder meetings. Any meeting, staff interactions or external stakeholders must have at least one woman present for the meeting to proceed.  This group will also report directly to senior management for any concerns, issues or barriers that are arising. The group will meet monthly to discuss any relevant issues which may be arising.  Additional strategies/resources  - Develop transition and progression plans for women to ensure goals are established and targets are met.  - Identify and implement advancement strategies, such as: development and education pathways, training opportunities and secondment opportunities  - Committing to women leadership roles speaking with schools, universities, and public events. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  Provide evidence upon completion  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |

**Focus Area 3 – Strengthen workplace prevention and responses to sexual harassment, family violence and other forms of gendered violence – This focus area relates to Indicator 4: Workplace Sexual Harassment found within the Workplace Gender Audit.**

| Mandatory Actions | Organisation Strategy | Accountability Of Organisation Strategy | Progress Report |
| --- | --- | --- | --- |
| Promote the [Respect Code – Building and Construction Industry](https://www.vic.gov.au/sites/default/files/2022-04/Final%20Code%20of%20Respect.pdf) across the organisation to embed a strong stance against workplace sexual harassment, family violence and other forms of gendered violence. | [DRAFTING NOTE: insert strategy]  Example response  Every 6 months the Organisation will hold a training session to promote and teach the staff about the Respect Code.  We will invite representatives from government, industry and organisations who assisted in writing the code to speak and educate the whole organisation. The code will be printed and pinned on all organisations notice boards and be available on the Organisation’s intranet site including the steps to reporting sexual harassment.  Additional strategies/resources  Having sexual harassment training, family violence and gendered violence training included in the Organisation induction videos.  Train representatives on how to be first responders or points of contact to someone who may have sufferance from workplace sexual harassment, family violence or gendered violence. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Promote the organisation’s sexual harassment and family violence policies to ensure all employees are aware of their leave entitlements and legal rights, including reporting options both within and outside of the organisation. | [DRAFTING NOTE: insert strategy]  Example Response  The Organisation will develop targeted campaigns to promote the organisation’s sexual harassment and family violence policies to ensure all employees are aware of their leave entitlements and legal rights. This will be through training, information sessions and the induction process for all employees.  The aim of the campaign is to encourage complaints of inappropriate behaviour to be reported and create a safe reporting and response system to support the complainant.  Additional strategies/resources  Encourage complaints of inappropriate behaviour, including sexual harassment, and increase staff confidence in the complaints system. This should include allowing staff to report complaints anonymously and targeted campaigns for high-risk groups.  Encourage staff to seek support and know options for family violence leave, flexible work arrangements, internal and external support options.  Use employer resources (including posters) from ‘Know the Line’, a national awareness raising strategy <https://knowtheline.humanrights.gov.au/> | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Ensure family violence leave policies and processes are victim-centric and in line with best practice, noting enterprise bargaining agreements may contain processes relating to leave and flexible working arrangements. | [DRAFTING NOTE: insert strategy]  Example response  The Organisation will update their family violence leave policy to ensure there is a clear process to reallocate personal/sick leave to family violence leave if required. A quantitative data point the Organisation will use to measure this strategy is confirmation of leave being paid or unpaid, as well as evidence that employees are aware of paid leave options.  Additional strategies/resources  Develop / review and communicate family violence leave policies and processes to ensure they are victim-centric and in line with sector best practice, noting your organisation’s EBAs may contain relevant processes relating to leave and flexible working arrangements.  The Organisation have a family violence leave policy in place, create a family violence leave policy beyond the minimum legal requirement, including an entitlement to paid family violence leave (<http://www.fairwork.gov.au/leave/family-and-domestic-violence-leave>).  Commission a specialist organisation to run training for managers and site personnel on how to support and respond to an employee experiencing family violence. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Establish a zero-tolerance approach to sexual harassment with reference to the positive obligations in the Occupational Health and Safety Act 2004 and any health and safety obligations in enterprise agreements.  Refer to WorkSafe’s Workplace gendered violence guidance for employers for information on how to satisfy the positive duty https://www.worksafe.vic.gov.au/resources/work-related-gendered-violence-sexual-harassment | [DRAFTING NOTE: insert strategy]  Example response  The Organisations CEO and/or senior management team will make a statement and communicate a zero-tolerance approach to sexual harassment, defining sexual harassment and provide options for reporting inappropriate behaviour.  Additional strategies/resources  Example leadership statement and more action ideas available here: <https://championsofchangecoalition.org/wp-content/uploads/2020/09/Disrupting-the-System_Preventing-and-responding-to-sexual-harassment-in-the-workplace_CCI_web-FINAL.pdf>]  Elevate the prevention and intervention measures as a leadership priority. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Commit to reporting sexual harassment complaints to the governing body as a standing workplace health and safety agenda item. | [DRAFTING NOTE: insert strategy]  Example response  The organisation will create a standing agenda item to discuss sexual harassment complaints as a workplace health and safety agenda item. Understanding this information is extremely confidential it will only be discussed at a senior management level ensuring a victim-centric approach.  Additional strategies/resources  Track and monitor complaints, behaviour, outcomes and complainant satisfaction with the process and outcome.  Improve record keeping practices, including:  - providing guidance to staff who respond to complaints of sexual harassment on their record keeping obligations under the organisation’s policy (if there is not one in place, establish a record keeping policy).  - performing spot checks at least annually to ensure records for formal complaints are appropriately maintained.  - develop a manual to provide guidance to relevant staff on the new or revised record keeping system of complaint files and spot check process. This will ensure a consistent approach is taken by staff in records management.  - Securely store complaint documentation and record and categorise the number of sexual harassment complaints in a confidential and searchable format. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Implement a complaints process that provides a victim-centric approach to the management of sexual harassment complaints, including establishing workplace contact officer roles for workers to discuss experiences and concerns confidentially. Ensure workers are aware of the process and trust it as being impartial.  Refer to VEOHRC guidelines for employers on sexual harassment for how to adopt a victim-centric approach <https://www.humanrights.vic.gov.au/static/8070e6b04cd51969490ccdecddff0c00/Resource-Guidelines-Workplace_sexual_harassment-Aug20.pdf> (pg. 69 onwards). | [DRAFTING NOTE: insert strategy]  Example response  The Organisation will set up and promote an anonymous complaints process where victims of sexual harassment are able to anonymously report or where employees can discuss their concerns about what has been seen or heard on-site or in the project office. In addition to this we will ensure staff are aware of VEOHRC as an impartial process by sending out emails, putting details on-site notice boards and offering this service in the induction process.  Additional strategies/resources  Establish a clear complaints framework and process that ensures that staff know the different ways to report inappropriate behaviour and options for resolution.  Establish guidelines for managing and responding to sexual harassment and inappropriate behaviour on site and display these on site noticeboards within offices and site sheds.  Use the Victorian Equal Opportunity and Human Rights Commission guide to responding to complaints: <https://www.humanrights.vic.gov.au/static/7a7bb6b743714dafab3a0d93804f848c/Resource-Step_by_step_complaints_response-Aug20.pdf>  Train HR teams, workplace contact officers or identify officers or peer supporters that can recognise, respond, and refer enquiries to complaints process.  Implement a checkpoint during the complaints process to determine whether the organisation needs to report a sexual harassment complaint to Victoria Police. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Update internal policies and procedures to ensure workers receive referrals for where they can get further advice support and information outside the organisation. | [DRAFTING NOTE: insert strategy]  Example response  The organisation will review and update all internal policies and procedures to include information to assist workers in receive referrals and support outside of the organisation.  Additional strategies/resources  WorkSafe has a helpful referral: <https://www.worksafe.vic.gov.au/work-related-sexual-harassment-know-your-rights>] | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Complete WorkSafe’s culture scan checklist to identify any risk factors for sexual harassment  https://content.api.worksafe.vic.gov.au/sites/default/files/2020-03/ISBN-Work-related-gendered-violence-including-sexual-harassment-2020-03.pdf (pg. 10 for checklist) | [DRAFTING NOTE: insert strategy]  Example response The Organisation will undertake WorkSafe’s culture scan checklist and identify any risk factors for sexual harassment to be addressed.  This will be done annually, and each risk will be mitigated and added to the OHS safety checklist to ensure each risk presented is absolutely minimised. These will be presented at senior leadership meetings.  Additional strategies/resources  Conduct a risk assessment to identify, assess and control risks of sexual harassment.  Provide training to staff to better prevent and respond to workplace sexual harassment. A list of specialist training organisations can be found at 1800 RESPECT: <http://www.1800respect.org.au/services/about-service-directory>] | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |

**Focus Area 4 - Diverse, gender balanced and representative workforce. This focus area relates to Indicator 2: Gender Composition of all levels of the workforce found within the Workplace Gender Audit.**

| Mandatory Actions | Organisation Strategy | Accountability Of Organisation Strategy | Progress Report |
| --- | --- | --- | --- |
| Use the Building Equality - Recruitment Standards and Practices <https://womeninconstruction.com.au/employer/employer-overview> to address gender issues in the recruitment of women. | [DRAFTING NOTE: insert strategy]  Example response  The organisation will review recruitment processes to address gender biases and attract greater gender diversity. To do this we will consider the language used in job descriptions, the composition of interview panels, shortlisting and the appointment processes.  Additional strategies/resources  Review Recruitment policy to ensure gender balanced selection panel and transparent process.  Refer to [Best Practice Guide: Recruitment and Selection (education.vic.gov.au)](https://www.education.vic.gov.au/hrweb/Documents/Best-Practice-Guide-Recruitment-Selection.pdf).  Set a target for the proportion of applications or recruitment shortlists that are gender balanced.  Set targets for recruitment of diverse candidates at specific levels.  Communicate a transparent process for secondment and acting opportunities. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Ensure leadership and middle management complete unconscious bias training to equip them with the skills to recognise and understand their own biases and to take steps to overcome them. | [DRAFTING NOTE: insert strategy]  Example response  The organisation will ensure all leadership and middle management complete unconscious bias training. Sessions will be run annually for all staff.  Additional strategies/resources  Undertake specific follow up training for leadership and middle management who have completed unconscious bias training to consolidate their learning.  Suggest all staff undertake an implicit bias test and create discussion forums/ meetings to talk about outcomes of tests in a group setting. See free example of test: <https://implicit.harvard.edu/implicit/takeatest.html>] | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |

**Focus Area 5 - Flexible and empowering workplace. This focus area refers to indicator 7: Leave and flexibility found within the Workplace Gender Audit.**

| Mandatory Actions | Organisation Strategy | Accountability Of Organisation Strategy | Progress Report |
| --- | --- | --- | --- |
| Review employment policies, procedures, and practices to encourage a flexible and supportive workplace that provides all workers with access to different types of flexible work arrangements. | [DRAFTING NOTE: insert strategy]  Example response  The organisation will review and update employment policies and practices to encourage flexible workplace arrangements. The updated findings will be promoted within the organisation to encourage all to work flexibly.  Additional strategies/resources  Set a policy for all roles to be offered on a flexible basis by default.  Train Managers in how to manage flexible site teams and support individuals who work flexibly.  Review flexible work practices for best practice: <https://www.fairwork.gov.au/employment-conditions/flexibility-in-the-workplace/flexible-working-arrangements>  You could use the FlexiWork online savings calculator to understand the financial benefits and costs of flexible workplace policies: <https://nousgroup.shinyapps.io/Felix_the_Nous_Flexiwork_Savings_Calculator/>] | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Promote the uptake of flexible working by men with caring responsibilities as men and women should have equal opportunity to share caring responsibilities. | [DRAFTING NOTE: insert strategy]  Example response  The organisation will collect, track, and monitor all employees’ flexible working arrangements. The organisation will promote equal flexible working and caring responsibilities by implementing the following:  - Ensuring senior management teams model flexible working  - Promote stories of flexible working internally  - Promote and encourage all employees to work flexibly by making them aware of the flexible working arrangements which are available  - ensuring long hours are not praised or modelled behaviours and instead focusing on efficient behaviours  - Set KPIs for managers to promote flexible working within their teams. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Ensure women have equal access to secure employment and overtime hours. | [DRAFTING NOTE: insert strategy]  Example response  The organisation will review any casual and part-time roles to assess whether they can be changed to permanent, full-time or job-sharing roles to provide more job security.  The organisation will also record and review any logged overtime hours for individuals to ensure there is equal opportunities to access overtime for everyone. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Ensure flexible work arrangements are in place to allow women to equally participate and perform when opportunities are made available. | [DRAFTING NOTE: insert strategy]  Example response The organisation will ensure all training and development opportunities are available to employees that work flexibly. This includes ensuring all meetings have a virtual option, scheduling sessions that work to everyone’s schedule and not requiring employees to participate after hours or on weekends or on allocated days off.  Additional strategies/resources  Assessing whether roles and job requirements on site currently allow for flexible working arrangements.  When events and/or meetings are held, is there a formal process the site will follow to ensure all participation are included i.e., online meetings, times of events, location of events. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |

**Focus Area 6 - Inclusive and respectful workplace. This focus area relates to indicator 5: Recruitment and Promotion found within the Workplace Gender Audit.**

| Mandatory Actions | Organisation Strategy | Accountability Of Organisation Strategy | Progress Report |
| --- | --- | --- | --- |
| Include [Respect Code – Building and Construction Industry](https://www.vic.gov.au/sites/default/files/2022-04/Final%20Code%20of%20Respect.pdf) for new employees as part of the induction process. | [DRAFTING NOTE: insert strategy]  Example response  The organisation will include the Respect Code as part of the induction process and echo that respect is the fundamental right of every woman in the building industry and that any disrespectful, unacceptable, illegal, or inappropriate behaviours will not be tolerated in the Organisation. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |
| Implement an awareness campaign to promote diversity of thinking by challenging the status quo and educating workers about unconscious bias, gendered segregation, and the impact of gender stereotypes on decision making. | [DRAFTING NOTE: insert strategy]  Example response  The Building Equality Policy working group will build and implement an awareness campaign to promote diversity of thinking for the organisation. The organisation will explore the concepts of gender bias, segregation and the impacts these have on the organisation’s operations. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  - Provide written explanation or  - Attach a document |

**Declaration**

*[Drafting Note: Ensure all sections highlighted drafting notes in yellow are removed or have the relevant information added when submitting your Gender Equality Action Plan as part of the tender.]*

| Item | Details |
| --- | --- |
| Organisation name: | ***[Drafting Note: Insert organisation name]*** |
| ABN/ACN: | ***[Drafting Note: Insert ABN/ACN]*** |
| Authorised Representative name: | ***[Drafting Note: Insert authorised representative name]*** |
| Authorised Representative title: | ***[Drafting Note: Insert authorised representative title]*** |

I, the Authorised Representative of the Tenderer, for and on behalf of the Tenderer, declare as follows:

I am authorised by the Tenderer to sign this declaration for and on behalf of the Tenderer.

I confirm that the Workplace Gender Audit is based on current and accurate data, and that Gender Equitable Employment Practices and Gender Equality Action Plan provided as part of the [*insert name of Request for Tender*] are current and accurate and provided by the Tenderer to *[name of Principal*] in good faith.

I acknowledge that *[name of Principal]* may rely upon the information provided.

I undertake to ensure that the Tenderer promptly:

* + - notifies *[name of Principal*] upon becoming aware that any information provided in this declaration is incorrect or misleading; and
    - provides to *[name of Principal]* such information as may be required to further assess the Contractor’s adoption of business practices that support gender equality.

……………………………………………….

Signature of Authorised Representative

……………………………………………..

Name of Authorised Representative (print)

……………………………………………

Date

**Attachment B to Social Procurement Commitment Proposal  
Project Specific Gender Equality Actions Plan (including Progress Report)**

**Purpose of the Gender Equality Action Plan**

The Gender Equality Action Plan provides accountability for projects to develop strategies to create a more gender equal workplace. It outlines who will complete tasks and by when.

This provides people with a shared understanding of what actions need to occur to create a more gender equal workplace.

**How often must a Project complete a Gender Equality Action Plan & Progress Report?**

A new Project Specific Gender Equality action plan must be submitted for each tender. Only a live project will conduct a Project Specific Gender Equality Action Plan Progress Report at six months to provide detail on progress. It’s important to note that the six months begins from project commencement. The Project Specific Workplace Gender Audit is mandatory at Practical Completion, however it is strongly recommended to complete this every six months in line with the Gender Equality Action Plan to measure quantitative progress.

The Project must fill in the below table to track their Gender Equality Action Plan and Progress Reporting.

| Submission | Submission Timeframes | Submission Documents | Project to infill dates |
| --- | --- | --- | --- |
| Tender | Every tender | Project Specific Gender Equality Action Plan | *[Drafting Note: Projects to enter submission date] i.e. January 2023* |
| Live Project | 6 months from project commencement and every 6 months thereon into the project | Project Specific Workplace Gender Audit (Recommended Submission)  Gender Equality Action Plan Progress Report | *[Drafting Note: Projects to enter submission date] i.e. November 2023, May 2024, November 2024* |
| Practical Completion | At project practical completion | Project Specific Workplace Gender Audit  Gender Equality Action Plan Progress Report | *[Drafting Note: Projects to enter submission date] i.e. December 2024* |

**Gender Equality Action Plan – Evaluation and Submission Process**

All Gender Equality Action Plans are to be submitted to the government procurement agency. Where a Gender Equality Action Plan assessment or feedback form is provided by the Procurement Agency, this feedback must be incorporated into the document before the Gender Equality Action Plan can be approved. Project Specific Gender Equality Action Plans are uploaded via the ICN VMC portal by the procurement agency. Please contact ICN for any further questions at [vicspteam@icnvic.org.au](mailto:vicspteam@icnvic.org.au).

**Filling in the table – Gender Equality Action Plan**

Each table listed under the Focus Areas must be completed. The Focus Areas are outlined in the Building Equality Policy. The headings of the tables are explained below:

* **Mandatory Actions** – Are a breakdown of actionable items under each Focus Area which the Project must complete.
* **Project Strategy –** Projects must provide at least one strategy that will support the mandatory action. Within the table are example responses and additional strategies and resources to assist the project in writing their strategies. Over time the strategies should improve the data of the specified indicators found within the Project Specific Workplace Gender Audit.

**Accountability of Project Strategy** - The project must provide the name and job title of the person responsible and timeframe in which the strategy will be implemented.

**Filling in the table – Gender Equality Action Plan Progress Report**

* **Progress Report** – Projects must provide a status on each strategy by ticking the complete/incomplete box. Detail must be provided to provide evidence that the strategy has been completed.

[***Drafting Note: Ensure all sections highlighted drafting notes in yellow are removed or have the relevant information added when submitting the Gender Equality Action Plan as part of the tender.]***

**Focus Area 1 - Collect and report data about gender equality and gender pay gap – This focus area relates to Indicator 1 - Gender pay gap found within the Project Specific Workplace Gender Audit.**

| Mandatory actions | Project strategy | Accountability of project strategy | Progress Report |
| --- | --- | --- | --- |
| Collect and analyse onsite gender disaggregated data of the project team including from subcontractor Organisations to determine the gender pay gap. | [DRAFTING NOTE: insert example response]  Example response:  The project will commit to collecting and analysing on-site gender disaggregated data from the project team and direct subcontractors’ organisations by completing indicator 1 of the project specific Workplace Gender Audit every 6 months.  By following the Workplace Gender Equality Guide to Pay Equity the project team will implement the practical steps to improving gender pay equity to close the current gender pay gap that exists: [guide-to-gender-pay-equity.pdf (wgea.gov.au)](https://www.wgea.gov.au/sites/default/files/documents/guide-to-gender-pay-equity.pdf).  Additional strategies/resources  [EXAMPLE: Sign pledge to initiate action plans to reduce the gap in your workplace at [Equal Workplaces Advsiory Council – Victorian Government](https://www.vic.gov.au/equal-workplaces-advisory-council) ([www.vic.gov.au](http://www.vic.gov.au)). | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document or * Reference indicator within the Project Specific Workplace Gender Audit |
| Head contractor and subcontractors to set targets and allocate a specific budget to resolve pay discrepancies with the aim of eliminating the gender pay gap. | [DRAFTING NOTE: insert example response]  Example response  The project will set a target of keeping the gender pay gap below X% for the duration of the project.  The project team will work with the subcontractors to allocate a specific budget of $X over the project duration (3 years) to close the gender pay gap. I.e. the project will allocate $X towards women’s salaries to lessen the gap between male and female salaries. The project team will report each year on their progress of eliminating the gender pay gap by filling in indicator 1 of the Project Specific Workplace Gender Audit.  [DRAFTING NOTE: insert additional strategies/resources]  Refer to the Workplace Gender Equality Agency guide of how to reduce the gender pay gap at all ages: <https://www.wgea.gov.au/sites/default/files/documents/Gender%20%26%20Age_Employer%20Actions.pdf> | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document * Reference indicator within the Project Specific Workplace Gender Audit |
| Integrate gender equality data into project reports to the leadership team | [DRAFTING NOTE: insert example response]  Example response:  As part of the project team strategy to integrate gender equality data into team meetings, the project team will formulate a reporting template using the Workplace Gender Audit and try to improve on this data over the duration of the project. At each team meeting a status on the gender equality data will be provided.  The following data will be discussed:   * Number of sexual harassment complaints since last meeting * Number of flexible leave options taken up by gender since last meeting * Number of women taking periods of extended sick leave (indicator of health, carer or FV issues that may require early intervention/support)] | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (i.e. Project Report) |

**Focus Area 2 – Improve leadership, representation, and accountability - This focus area relates to Indicator 2 - Gender Composition of Head Contractor Project Team found within the Project Specific Workplace Gender Audit.**

| Mandatory actions | Project strategy | Accountability of project strategy | Progress Report |
| --- | --- | --- | --- |
| Set targets and create a strategy for equal representation of women in senior management and in leadership roles on site | [DRAFTING NOTE: insert example response]  Example response:  The project will set a target of achieving X% women in senior management and leadership positions over the duration of the project.  The strategy to achieving this will include:  - the project will develop individual succession plans for women including mapping their career development  - Women will have access to all growth opportunities (training and personal development)  - Professional coaching will be provided to women to assist them on their path to achieving their career goals.  [DRAFTING NOTE: insert additional strategies/resources]  Use the Workplace Gender Equality Agency’s Target Setting Toolkit to set realistic targets to improve the gender diversity of your workforce: <https://www.wgea.gov.au/tools/gender-targets-toolkit>  Build in maximum tenure periods into the governing body/senior management’s terms of reference to ensure accountability and input continues to incorporate diverse perspectives. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (i.e. succession plans) * Reference indicator in the Project Specific Workplace Gender Audit |
| Review job requirements for all leadership roles to identify and remove any current barriers to women. | [DRAFTING NOTE: insert example response]  Example response:  The Project will review all management roles with the aim of removing any barriers for women. The project team will look into how each role is structured to allow for career opportunity, promotion, flexibility, parental leave caring responsibilities, equal pay, remuneration, casual and part-time opportunities or job sharing.  In addition to this we will discuss with the women in the project team the barriers they are currently facing to reach leadership positions and work to reduce these barriers.  [DRAFTING NOTE: insert additional strategies/resources]  Use the Gender Equitable Recruitment and Promotion Guide: <https://www.wgea.gov.au/sites/default/files/documents/Guide_for_organisations.pdf> | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (i.e. updated role descriptions) |
| Increase the visibility of women in leadership roles, management meetings, toolboxes, staff interactions and with external stakeholders. | [DRAFTING NOTE: insert example response]  Example response:  We will create a subcontractor and head contractor women action group made up of subcontractors and head contractors. A representative of this group will be included in management meetings, staff interactions and site toolboxes.  This group will also feed directly to senior management for any concerns, issues or barriers that are arising on-site or in the office place. The group will meet monthly to discuss any relevant issues which may be arising.  This will help to increase the visibility of women in leadership roles. We aim to set a minimum target of X% representation of women attendance to all management meetings and meetings with external stakeholders.  [DRAFTING NOTE: insert additional strategies/resources]  [Support women’s career development by providing access to mentors and developing transition and progression plans to ensure goals are established and targets are met.  Identify and implement advancement strategies, such as: development and education pathways, training opportunities and secondment opportunities  Committing to women leadership roles speaking with schools, universities, and public events. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  Provide written explanation or   * Attach a document (Meeting agenda and minutes from the women action group or list of attendees at leadership meetings detailing gender) * Reference Indicator within the Project Specific Workplace Gender Audit |

**Focus Area 3 - Workplace prevention and responses to sexual harassment, family violence and other forms of gendered violence. This focus area relates to Indicator 3 - Workplace Sexual Harassment.**

| Mandatory actions | Project strategy | Accountability of project strategy | Progress Report |
| --- | --- | --- | --- |
| Promote the [Respect Code Building and Construction Industry | Victorian Government (www.vic.gov.au)](https://www.vic.gov.au/respect-code-building-and-construction-industry) across the organisation to embed a strong stance against workplace sexual harassment, family violence and other forms of gendered violence. | [DRAFTING NOTE: insert example response]  Example response:  Every X months of the project we will have a site-wide toolbox to discuss and educate site and office staff on the building and construction industry respect code.  We will invite representatives from government, industry or organisations who assisted in writing the code to speak and educate the whole project and site team. The code will be printed and pinned on all site sheds and notice boards.  [DRAFTING NOTE: insert additional strategies/resources]  [Having sexual harassment training, family violence and gendered violence training included in the site induction videos.  Having sexual harassment, family violence and gendered violence company responses laminated and put up on the site notice boards and around site i.e., what to do if you see or are the victim of sexual harassment.  Train representatives on-site how to be first responders or points of contact to someone who may have suffered from workplace sexual harassment, family violence or gendered violence. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (Toolbox, training etc) |
| Deliver safe and respectful workplace training to all workers throughout the subcontracting supply chain. This could be an agenda item at meetings chaired by the Contractor including the Safety Committee meetings. | [DRAFTING NOTE: insert example response]  Example response:  The project will conduct mandatory training for all managers both on site and in the site office. This will include foreman and HSEs. The training will cover the minimum mandatory training list   * practical guidance to help bystanders intervene * examples of less overt forms of sexual harassment and ‘grey area’ behaviours * reference to the relevant legislation, definition and that sexual harassment is unlawful * complaint channels (including external avenues) * consequences for the alleged harasser and the department, including legal liability * impact of sexual harassment on employees * the positive duty to eliminate sexual harassment and victimisation in the workplace * In addition to this, managers will also undertake training on responding to inappropriate behaviour including sexual harassment complaints and include: * include training on the organisation's positive duty to eliminate sexual harassment and victimisation * be delivered to all new managers and repeated at least once every two years   be delivered face-to-face if possible  [DRAFTING NOTE: insert additional strategies/resources]  [Provide training to all staff and implement the Workplace Equality and Respect Standards, which set out what workplaces need to do to promote gender equality and respect (<http://www.workplace.ourwatch.org.au/resource/workplace-equality-and-respect-standards/>)  Engage OurWatch for assistance with the rollout and implementation of the Workplace Equality and Respect Standards.] | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (training certification including subcontractor organisation attendance list) |
| Promote sexual harassment and family violence prevention and response policies to ensure all workers on site are aware of their leave entitlements and legal rights | [DRAFTING NOTE: insert example response]  Example response:  The project team will develop targeted campaigns to promote the organisation’s sexual harassment and family violence policies to ensure all employees are aware of their leave entitlements and legal rights. This will be through training, toolboxes, and the induction process for all subcontractors.  The aim of the campaign is to encourage complaints of inappropriate behaviour to be reported and create a safe reporting and response system to support the complainant. We hope to also create a safe working space for all.  [DRAFTING NOTE: insert additional strategies/resources]  Encourage complaints of inappropriate behaviour, including sexual harassment, and increase staff confidence in the complaints system. This should include allowing staff to report complaints anonymously and targeted campaigns for high-risk groups.]  Encourage staff to seek support and know options for leave family violence leave, flexible work arrangements, internal and external support options.  Use employer resources (including posters) from ‘Know the Line’, a national awareness raising strategy <https://knowtheline.humanrights.gov.au>  Develop OHS checklists which include displaying the sexual harassment policy and family violence response policies.] | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (copy of sexual harassment and family violence prevention and response policy) |
| Ensure family violence leave policies and processes are victim-centric and in line with best practice, noting enterprise bargaining agreements may contain processes relating to leave and flexible working arrangements. | [DRAFTING NOTE: insert example response]  Example response:  The project will ensure that they are following the family violence leave policies and processes by the Organisation at a site level. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (i.e. copy of the family violence leave policies and any changes made to make it victim-centric.) |
| Establish a zero-tolerance approach to sexual harassment with reference to the positive obligations in the Occupational Health and Safety Act 2004 and any health and safety obligations in enterprise agreements.  Refer to WorkSafe’s Workplace gendered violence guidance for employers for information on how to satisfy the positive duty: <https://www.worksafe.vic.gov.au/resources/work-related-gendered-violence-sexual-harassment> | [DRAFTING NOTE: insert example response]  Example response:  The senior project management team will make a statement and communicate a zero-tolerance approach to sexual harassment through toolboxes and team meetings. To help promote a zero-tolerance approach to sexual harassment, if sexual harassment occurs on site (internally or to a member of the public) the entire project will be shut down and the site re-inducted into the OH&S safety act.  [DRAFTING NOTE: insert additional strategies/resources]  Elevate the prevention and intervention measures as a leadership priority  Example leadership statement and more action ideas available here: <https://championsofchangecoalition.org/wp-content/uploads/2020/09/Disrupting-the-System_Preventing-and-responding-to-sexual-harassment-in-the-workplace_CCI_web-FINAL.pdf>] | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (leadership statement, toolbox or meeting |
| Commit to reporting sexual harassment complaints to on-site senior management as a standing workplace health and safety agenda item. | [DRAFTING NOTE: insert example response]  Example response:  The project team will include sexual harassment complaints in the monthly OHS reporting to senior management. It will be discussed as its own agenda item. Understanding this information is extremely confidential it will only be discussed at a senior management level ensuring a victim-centric approach.  [DRAFTING NOTE: insert additional strategies/resources]  Track and monitor complaints, behaviour, outcomes and complainant satisfaction with the process and outcome.  Improve record keeping practices, including:  providing guidance to staff who respond to complaints of sexual harassment on their record keeping obligations under the organisation’s policy (if there is not one in place, establish a record keeping policy).  performing spot checks at least annually to ensure records for formal complaints are appropriately maintained.  develop a manual to provide guidance to relevant staff on the new or revised record keeping system of complaint files and spot check process. This will ensure a consistent approach is taken by staff in records management.  Securely store complaint documentation and record and categorise the number of sexual harassment complaints in a confidential and searchable format | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (copy of the health and safety senior management meeting minutes and agenda items) |
| Implement an onsite complaints process that provides a victim-centric approach to the management of sexual harassment complaints, including establishing workplace contact officer roles for workers to discuss experiences and concerns confidentially. Ensure workers are aware of the process and trust it as being impartial.  Refer to VEOHRC guidelines for employers on sexual harassment for how to adopt a victim-centric approach - <https://www.humanrights.vic.gov.au/static/8070e6b04cd51969490ccdecddff0c00/Resource-Guidelines-Workplace_sexual_harassment-Aug20.pdf> (pg. 69 onwards) | [DRAFTING NOTE: insert example response]  Example response:  The project will set up an anonymous complaints process where victims of sexual harassment are able to anonymously report or where workers can discuss their concerns about what has been seen or heard on-site or in the project office. In addition to this we will ensure workers are aware of VEOHRC as an impartial process by sending out emails, putting details on site notice boards and offering this service in the induction process.  [DRAFTING NOTE: insert additional strategies/resources]  Establish a clear complaints framework and process that ensures that staff know the different ways to report inappropriate behaviour and options for resolution  Establish guidelines for managing and responding to sexual harassment and inappropriate behaviour on site and display these on site noticeboards within offices and site sheds.  Use the Victorian Equal Opportunity and Human Rights Commission guide to responding to complaints: <https://www.humanrights.vic.gov.au/static/7a7bb6b743714dafab3a0d93804f848c/Resource-Step_by_step_complaints_response-Aug20.pdf>  Train HR teams, workplace contact officers or identify officers or peer supporters that can recognise, respond, and refer enquiries to complaints process.  Implement a checkpoint during the complaints process to determine whether the organisation needs to report a sexual harassment complaint to Victoria Police. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (i.e. copy of a review of the complaints process to ensure its victim-centric or a copy of the communications regarding VEOHRC) |
| Update procedures to ensure workers receive referrals for where they can get further advice, support and information outside the organisation. | [DRAFTING NOTE: insert example response]  Example response:  The project will ensure to follow the Organisation’s procedures around further advice and support outside of the organisation relating to sexual harassment. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]  Provide written explanation or  Attach a document |
| Complete WorkSafe’s culture scan checklist to identify any risk factors for sexual harassment:  <https://content.api.worksafe.vic.gov.au/sites/default/files/2020-03/ISBN-Work-related-gendered-violence-including-sexual-harassment-2020-03.pdf> (pg. 10 for checklist) | [DRAFTING NOTE: insert example response]  Example response:  The project team will undertake WorkSafe’s culture scan checklist and identify any risk factors for sexual harassment to be addressed.  This will be done annually, and each risk will be mitigated and added to the OHS safety checklist to ensure each risk presented is absolutely minimised.  [DRAFTING NOTE: insert additional strategies/resources]  Conduct a risk assessment to identify, assess and control risks of sexual harassment.  Provide training to staff to better prevent and respond to workplace sexual harassment. A list of specialist training organisations can be found at 1800 RESPECT: <http://www.1800respect.org.au/services/about-service-directory>] | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (Provide copy of the closed out list of items from the WorkSafe’s culture scan checklist) |

**Focus Area 4 – Diverse, gender balanced and representative workforce – This focus area relates to Indicator 4 – Project Exits found within the Project Specific Workplace Gender Audit.**

| Mandatory actions | Project strategy | Accountability of project strategy | Progress Report |
| --- | --- | --- | --- |
| Use the Building Equality - Recruitment Standards and Practices: <https://womeninconstruction.com.au/employer/employer-overview> to address gender issues in the recruitment of women. | [DRAFTING NOTE: insert example response]  Example response:  The project will ensure to follow the Organisation’s recruitment standards and practices where applicable at a project level. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document ()] |
| Ensure leadership and middle management complete unconscious bias training to equip them with the skills to recognise and understand their own biases and to take steps to overcome them. | [DRAFTING NOTE: insert example response]  Example response:  All managers on the project must have completed unconscious bias training prior to starting on the project to equip them with the skills and knowledge to recognise their own biases and take steps to overcome them.  A training register will be logged to ensure that all management have completed this training before starting on the project.  [DRAFTING NOTE: insert additional strategies/resources]  Undertake specific follow-up training for leadership and middle management who have completed unconscious bias training to consolidate their learning.  Suggest all staff undertake an implicit bias test and create discussion forums / meetings to talk about outcomes of tests in a group setting - See free example of test: <https://implicit.harvard.edu/implicit/takeatest.html> | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (Provide evidence of bias training for leadership and middle management) |

**Focus Area 5 - Flexible and empowering workplace - This focus area relates to Indicator 5 (Flexibility).**

| Mandatory actions | Project strategy | Accountability of project strategy | Progress Report |
| --- | --- | --- | --- |
| Review employment policies, procedures, and practices to encourage a flexible and supportive workplace that provides all workers with access to different types of flexible work arrangements. | [DRAFTING NOTE: insert example response]  Example response:  The project team will follow the Organisation’s policies, procedures and practices to encourage flexible and supportive workplaces at a site level to ensure all workers have access to different flexible working arrangements. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document * Reference Indicator in the Project Specific Workplace Gender Audit |
| Promote the uptake of flexible working by men on site with caring responsibilities as men and women should have equal opportunity to share caring responsibilities. | [DRAFTING NOTE: insert example response]  Example response:  The site team will create a project specific flexible working roster for all project staff including management.  To incentivise and promote flexible working by men, management will have KPIs of flexible work hours that must be achieved monthly across the project and within teams.  Within indicator 5 of the Project Specific Workplace Gender Audit we will monitor that there is a gender balance of those taking flexible leave, to ensure that both men, women and other genders are taking equal amounts.  The senior management team will also model flexible working, working from home and caring responsibilities to ensure that presenteeism and long working do not become a modelled behaviour. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (i.e. written plan to encourage and promote flexible working and caring responsibilities for men). * Reference Indicator in the Project Specific Workplace Gender Audit |
| Ensure women on site have equal access to secure employment and overtime hours. | [DRAFTING NOTE: insert example response]  Example response:  To ensure women have access to overtime hours, the project will record and review any overtime hours of the project team by gender and occupation type to ensure there is balance for equal opportunities to access overtime for everyone.  To ensure women have access to secure employment, the project team will also investigate where there may be greater proportions of casual or part-time roles. These jobs will be reviewed and assessed to provide permanent, full-time, or split roles to allow for more security. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]   * Provide written explanation or * Attach a document (i.e. a strategy document ). * Reference Indicator in the Project Specific Workplace Gender Audit |
| Ensure flexible work arrangements are in place on site to allow women to equally participate and perform when opportunities are made available. | [DRAFTING NOTE: insert example response]  Example response:  The site team will create a project specific flexible working roster. If training or development programs are available, we will schedule them in line with those who work flexibly or run separate training sessions. No training will be conducted after hours or on weekends.  We will also review working rosters to allow flexibility so that there are equal opportunities for all genders to work within that occupation or site role.  [DRAFTING NOTE: insert additional strategies/resources]  [Assessing whether roles and job requirements on-site currently allow for flexible working arrangements.  When events and/or meetings are held, is there a formal process the site will follow to ensure all participation are included i.e., online meetings, times of events, location of events. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (i.e. all training and development sessions attendance lists will be made available to ensure women equally participated). * Reference Indicator in the Project Specific Workplace Gender Audit |

**Focus Area 6 - Inclusive and respectful workplace – There are no indicators which refer to the below mandatory actions.**

| Mandatory actions | Project strategy | Accountability of project strategy | Progress Report |
| --- | --- | --- | --- |
| Include [Respect Code – Building and Construction Industry](https://www.vic.gov.au/sites/default/files/2022-04/Final%20Code%20of%20Respect.pdf) for new employees as part of the site induction process. | [DRAFTING NOTE: insert example response]  Example response:  As part of the induction process, we will include the Respect Code and echo that respect is the fundamental right of every woman in the building industry and that any disrespectful, unacceptable, illegal, or inappropriate behaviours will not be tolerated in the industry. | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (i.e. induction slideshow/pack). |
| Implement the WorkSafe Compliance Code Facilities in Construction to ensure amenities and facilities on site are suitable for women and gender diverse people. | [DRAFTING NOTE: insert example response]  Example response:  To ensure that amenities and facilities on site are suitable for women and gender diverse people, the project team will build and sign these appropriately.  Whilst we understand that access and suitability is important, we will also keep these spaces free of all writings, drawings, posters etc. whilst providing and maintaining sanitary services to the women and gender diverse toilets.  To ensure all of this, the women and gender diverse toilets will be made an item on the site safety walk to ensure they are suitable on a weekly basis.  [DRAFTING NOTE: insert additional strategies/resources]  [EXAMPLE: Use the Women’s Empowerment Principles Gap Analysis Tool to identify strengths, gaps, and opportunities to improve workplace performance on gender equality: <https://weps-gapanalysis.org/about-the-tool/> | Name: [DRAFTING NOTE: insert name]  Job Title: [DRAFTING NOTE: insert job title]  Timeframe: [DRAFTING NOTE: insert timeframe] | **☐ COMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  **☐ INCOMPLETE**  [DRAFTING NOTE: tick only one of the two boxes]  [DRAFTING NOTE: provide evidence upon completion]   * Provide written explanation or * Attach a document (i.e. Photos of toilets in suitable conditions). |

**Declaration**

***[Drafting Note: Ensure all sections highlighted drafting notes in yellow are removed or have the relevant information added when submitting the Gender Equality Action Plan as part of the tender.]***

| Item | Details |
| --- | --- |
| Organisation name | ***[Drafting Note: Insert organisation name]*** |
| ABN/ACN | ***[Drafting Note: Insert ABN/ACN]*** |
| Authorised representative name | ***[Drafting Note: Insert authorised representative name]*** |
| Authorised representative title | ***[Drafting Note: Insert authorised representative title]*** |

I, the Authorised Representative of the Tenderer, for and on behalf of the Tenderer, declare as follows:

I am authorised by the Tenderer to sign this declaration for and on behalf of the Tenderer.

I acknowledge that [*Drafting note: insert name of Principal]* may rely upon the information provided.

I undertake to ensure that the Tenderer promptly:

* + - notifies *[Drafting note: insert name of Principal]* upon becoming aware that any information provided in this declaration is incorrect or misleading; and
    - provides to *[Drafting note: insert name of Principal]* such information as may be required to further assess the Contractor’s adoption of business practices that support gender equality.

……………………………………………….

Signature of Authorised representative

……………………………………………..

Name of Authorised representative (print)

……………………………………………

Date

# PART D - Conditions of Contract

See attached.

# PART E - Delivery Requirements

***[Guidance Note: Where the Tenderer is:***

* ***not responsible for undertaking any design of the Works, this Part should attach or identify all of the specifications and drawings for the Works, including revisions and dates; or***
* ***responsible for undertaking any design of the Works, this Part should attach or identify such documents as describe the Principal's requirements for the Works, including its design, timing and cost objectives. These documents may comprise, for example, a brief, drawings, specifications and preliminary design documents (if any).***

***Refer to Schedule 7 of the VPS Medium Works Contract.]***