Project File No: **[## insert]**

Project ID: **[## insert]**

Engagement ID: **[## insert]**

Document ID: **[## insert]**

**[## Insert Project Name]**

**Request for Tender for use with [VPS Model AS4300-1995/AS2124-1992]**

[***Guidance Note: Note that a Tenderer will only be bound by the Conditions of Tendering upon submission of the Tender. If there is a previous stage in the procurement process (for example, an Expression Of Interest stage), Tenderers will often be asked to sign up to obligations of confidentiality, probity and non-reliance, and release the Principal from claims arising from the procurement process, as part of submitting an Expression Of Interest. Where there is no preceding procurement stage, agencies should consider whether Tenderers should be asked to sign up to similar undertakings prior to receiving the RFT - for instance in a Deed of Confidentiality and Disclaimer****.*]

[***Guidance Note: If the requirements of an International Agreement apply to an Agency when undertaking Public Construction Procurement, the Agency must ensure that it complies with such requirements. Each agency is responsible for ensuring that it confirms whether the requirements of any International Agreements apply to the engagement of a supplier to perform Works. Refer to Complying with International Agreements (Instruction 2.1) for further details.***]

[***Guidance Notes (located throughout this document) and items that need to be completed are shown in yellow shading. Ensure that guidance notes are removed before releasing a tender.]***

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| **Revision:** | **Date:** | **Clause reference:** | **Details:** | **Endorsed by:** |
| --- | --- | --- | --- | --- |
| June 2018 | 28 June 2018 | Not applicable | New document issued. | DTF |
| December 2018 | 24 December 2018 | 18 | Domestic dispute resolution arbitration clause added | DTF |
| February 2019 | 5 February 2019 | 18 | Minor technical amendment to Domestic dispute resolution arbitration clause. | DTF |
| August 2020 | 4 August 2020 | 3.3  14, Annexure D Tender Schedule 11  15, Annexure C  15A, Annexure CA Tender Schedule 17  15B  17A  Annexure B  Annexure F  Annexure G  Tender Deed Poll clause 5  Tender Schedule 7A  Tender Schedule 7B  Tender Schedule 8 | Insert new clause Tender briefing session  Major Projects Skills Guarantee - Delete and mark Not used (included with Local Jobs First)  Local Jobs First - Revise clause and Annexure  Social Procurement Framework - Insert new clause, Annexure and Tender Schedule  Working for Victoria - Insert new clause  Renumber clause as 17A Domestic dispute resolution. Use Annexure for variable item.  List mandatory evaluation criteria and evaluation criteria related to policies  Insert mandatory evaluation criteria for occupational health and safety management  Insert mandatory evaluation criteria for industrial relations management  Update table to reflect changes in this revision  Insert new Schedule Occupational health and safety management  Insert new Schedule Industrial relations management  Delete requirement for contract particulars | DTF |
| February 2021 | 8 February 2021 | 18.1, Tender Schedule 4  Annexure A Item 22B | Clauses updated based on *Prohibition of High-Risk Cladding Products Declaration*  Insert drafting note | DTF |
| June 2022 | 16 June 2022 | Annexure A Items 22C – 22E  Annexure B  Annexure CA  Tender Response Schedule 17 | Revise Items - Social Procurement Framework including Building Equality Policy  Revise Drafting note related to Social Procurement Framework  Delete Annexure CA and replace with revised Annexure CA – Social Procurement Framework including Building Equality Policy  Delete Tender Response Schedule and replace with revised Response Schedule – Social Procurement Framework including Building Equality Policy | DTF |
| December 2022 | 1 December 2022 | Clause 2.1(a)  Tender Schedule 7  Clause 16 Annexure A Items 23-25 Annexure E Tender Form Tender Schedule 9  Definition of Building Code  Annexure C Annexure A Item 22AB Tender Schedule 10  Clause 15B Annexure A Item 22F  12(a)(ii), Definition of Associate  Schedule 15A Tender Form  Annexure A Item 14  15C, Annexure CB Annexure G  Annexure B  Tender Schedule 6  Tender Schedule 7A Option 1  Tender Schedule 7A Option 2  Tender Schedule 7B  Tender Schedule 7B Option 1 Supplier of Works  Tender Schedule 7B Option 1 Supplier of Construction Services  Tender Schedule 7B Option 2 Supplier of Works  Tender Schedule 7B Option 2 Supplier of Construction Services  Tender Schedules 7C and 7D | Tender documents - Amend to note Annexure B to Annexure G thereto.  Industrial relations, work health and safety and quality - Clarify requirements for industrial relations and work health and safety  Building Code - Delete and mark Not in use.  Delete.  Local Jobs First – Revise clause, Annexures and Tender Schedule.  Working for Victoria - Delete and mark Not in use.  Conflict of interest – clarify Associates of the Tenderer  Declaration of probity issues - Insert new Tender Schedule.  Drafting note on use of TendersVic.  Fair Jobs Code – insert new clause and Annexure CB.  Insert new sub-paragraphs 2(d)(ix)-(x), 2(h)-(i).  Re-number criterion 3 to 3a.  Re-number criterion 4 to 3b.  Following criterion 3b, insert the alternative criterion ‘3. Its current Fair Jobs Code Pre-Assessment Certificate (this alternative is available from 1 December 2022)’.  Following the alternative criterion 3b, insert criteria 4-6 to support the Fair Jobs Code, effective from 1 December 2022.  Insert criteria for suppliers of Construction Services – to apply Fair Jobs Code effective from 1 December 2022  Insert drafting note for Fair Jobs Code.  Insert requirements to support Fair Jobs Code.  Clarify operation of mandatory evaluation criteria.  Clarify operation of mandatory evaluation criteria.  Clarify operation of Schedule.  Update to reflect revised industrial relations management criteria that incorporate Fair Jobs Code.  Insert new Option to this Tender Schedule 7B to incorporate Fair Jobs Code  Update to reflect revised industrial relations management criteria that incorporate Fair Jobs Code.  Insert new Option to this Tender Schedule 7B to incorporate Fair Jobs Code  Insert new Schedules for Fair Jobs Code. | DTF |
| February 2023 | 03 March 2023 | Tender Response Schedule 17 | Update Organisation Wider Gender Equality Action Plan (including Progress Report)  Update to Project Specific Gender Equality Action Plan (Including Progress Report) | DTF |

Contents

[PART A - Overview 1](#_Toc124855246)

[1. The Opportunity 1](#_Toc124855247)

[2. Purpose of this Request for Tender 1](#_Toc124855248)

[3. Timetable 1](#_Toc124855249)

[PART B - Conditions of Tendering 2](#_Toc124855250)

[1. Invitation to Tender 2](#_Toc124855251)

[1.1 Invitation 2](#_Toc124855252)

[1.2 Tenderer to notify Principal of intention not to tender 2](#_Toc124855253)

[2. Tender Documents and Information Documents 2](#_Toc124855254)

[2.1 Tender Documents comprise 2](#_Toc124855255)

[2.2 Ownership 2](#_Toc124855256)

[2.3 Privacy 2](#_Toc124855257)

[2.4 Use and disclosure 2](#_Toc124855258)

[2.5 No liability for Information Documents 3](#_Toc124855259)

[2.6 Return of Information Documents 4](#_Toc124855260)

[2.7 Data Room 4](#_Toc124855261)

[3. Tenderer to fully inform itself 4](#_Toc124855262)

[3.1 Tenderer to do 4](#_Toc124855263)

[3.2 Site visit 5](#_Toc124855264)

[3.3 Tender briefing session 6](#_Toc124855265)

[4. Lodgement of Tender 6](#_Toc124855266)

[4.1 Requirement to lodge 6](#_Toc124855267)

[4.2 Method of Tender submission 6](#_Toc124855268)

[4.3 Tenderer not present at opening 7](#_Toc124855269)

[4.4 Acknowledgement of receipt of Tender 7](#_Toc124855270)

[4.5 Acceptance of Conditions of Tendering 7](#_Toc124855271)

[5. Tender submission requirements 7](#_Toc124855272)

[5.1 Format 7](#_Toc124855273)

[5.2 Section 1 – Completed Tender Form 7](#_Toc124855274)

[5.3 Section 2 – Tender Schedule 1 (Contract Sum breakdown) 8](#_Toc124855275)

[5.4 Section 3 – Tender Schedule 8 (Contract) 8](#_Toc124855276)

[5.5 Section 4 – Remaining Completed Tender Schedules 8](#_Toc124855277)

[5.6 Evidence of agent’s authority 8](#_Toc124855278)

[6. Tender validity period 8](#_Toc124855279)

[7. Variations, late, non-conforming and alternative tenders 9](#_Toc124855280)

[7.1 Variations to tenders 9](#_Toc124855281)

[7.2 Rejection of late and non-conforming tenders 9](#_Toc124855282)

[7.3 Alternative tenders 9](#_Toc124855283)

[7.4 Specified proprietary products 9](#_Toc124855284)

[8. Tender evaluation 10](#_Toc124855285)

[8.1 Information requests 10](#_Toc124855286)

[8.2 Interview and meetings 10](#_Toc124855287)

[8.3 Evaluation criteria 10](#_Toc124855288)

[9. Process matters 10](#_Toc124855289)

[9.1 Questions and requests for clarification 10](#_Toc124855290)

[9.2 Addenda 11](#_Toc124855291)

[9.3 Contact with the Principal 11](#_Toc124855292)

[9.4 Material Changes 12](#_Toc124855293)

[9.5 Complaints 12](#_Toc124855294)

[9.6 No requirements to return 13](#_Toc124855295)

[9.7 Debrief 13](#_Toc124855296)

[10. Tenderer’s warranty and acknowledgement 13](#_Toc124855297)

[10.1 Tenderer’s warranty 13](#_Toc124855298)

[10.2 Tenderer’s acknowledgement 14](#_Toc124855299)

[10.3 Proprietary Information 14](#_Toc124855300)

[11. No contract and no obligation to consider or accept any tender 14](#_Toc124855301)

[11.1 No Contract 14](#_Toc124855302)

[11.2 No obligation 15](#_Toc124855303)

[11.3 Principal not liable 15](#_Toc124855304)

[11.4 Discretion of Principal 16](#_Toc124855305)

[12. Probity and competitiveness 18](#_Toc124855306)

[13. Disclosure by the Principal 19](#_Toc124855307)

[13.1 Disclosure by the Principal 19](#_Toc124855308)

[13.2 Public Disclosure and Freedom of Information 19](#_Toc124855309)

[14. Not in use 20](#_Toc124855310)

[15. Local Jobs First 20](#_Toc124855311)

[15A Social Procurement Framework 20](#_Toc124855312)

[15B Not in use 20](#_Toc124855313)

[15C Fair Jobs Code 20](#_Toc124855314)

[16. Not in use 20](#_Toc124855315)

[17. Miscellaneous 20](#_Toc124855316)

[17.1 Tenderer bears costs 20](#_Toc124855317)

[17.2 Publicity 20](#_Toc124855318)

[17.3 Notices 21](#_Toc124855319)

[17.4 Goods and services tax 22](#_Toc124855320)

[17.5 Governing law and jurisdiction 22](#_Toc124855321)

[17A Domestic dispute resolution arbitration 22](#_Toc124855322)

[17A.1 Application of this clause 22](#_Toc124855323)

[17A.2 Definitions 22](#_Toc124855324)

[17A.3 Resolution procedure 23](#_Toc124855325)

[17A.4 Notice of complaint 23](#_Toc124855326)

[17A.5 Negotiation 23](#_Toc124855327)

[17A.6 Mediation 23](#_Toc124855328)

[17A.7 Arbitration 23](#_Toc124855329)

[18. Definitions and interpretation 24](#_Toc124855330)

[18.1 Definitions 24](#_Toc124855331)

[18.2 Interpretation 27](#_Toc124855332)

[Annexure A - Tender Particulars 29](#_Toc124855333)

[Annexure B - Evaluation Criteria 34](#_Toc124855334)

[Annexure C - Local Jobs First Policy 36](#_Toc124855335)

[Annexure CA- Social Procurement Framework 40](#_Toc124855336)

[Annexure CB- Fair Jobs Code 44](#_Toc124855337)

[Annexure D - Not in use 47](#_Toc124855338)

[Annexure E – Not in use 48](#_Toc124855339)

[Annexure F – Occupational health and safety management evaluation criteria 49](#_Toc124855340)

[Annexure G – Industrial relations management evaluation criteria 53](#_Toc124855341)

[PART C - Tender Returnables 55](#_Toc124855342)

[Tender Schedule 1 Contract Sum breakdown 65](#_Toc124855343)

[Tender Schedule 2 Proposed Key People 68](#_Toc124855344)

[Tender Schedule 3 Program 69](#_Toc124855345)

[Tender Schedule 4 Tender Design 70](#_Toc124855346)

[Tender Schedule 5 Tenderer's Insurance Details 71](#_Toc124855347)

[Tender Schedule 6 Proposed Subcontractors 72](#_Toc124855348)

[Tender Schedule 7 Industrial Relations, Work Health and Safety and Quality Assurance 73](#_Toc124855349)

[Tender Schedule 7A Occupational health and safety management 74](#_Toc124855350)

[Tender Schedule 7B Industrial relations management 76](#_Toc124855351)

[Tender Schedule 8 Contract 83](#_Toc124855352)

[Tender Schedule 10 Local Jobs First 85](#_Toc124855353)

[Tender Schedule 11 Not used 86](#_Toc124855354)

[Tender Schedule 12 Tenderer's Current Workload 87](#_Toc124855355)

[Tender Schedule 13 Tenderer's Past Performance 88](#_Toc124855356)

[Tender Schedule 14 Financial Information 89](#_Toc124855357)

[Tender Schedule 15 Commitment to the Victorian State Government Supplier Code of Conduct 91](#_Toc124855358)

[Tender Schedule 15A Declaration of probity issues 92](#_Toc124855359)

[Tender Schedule 16 Collusive Tendering - Statutory Declaration 93](#_Toc124855360)

[Tender Schedule 17 Social Procurement Commitment Proposal 95](#_Toc124855361)

# PART A - Overview

# The Opportunity

The Principal invites the Tenderer to submit a Tender for the [***insert description of Project***].

***[Guidance Note: This section to be further developed by the Agency prior to RFT release. This section is an opportunity to describe any key priorities for the Principal, relevant policy background, unique aspects of the project and any other considerations aimed at focusing the response from the market. Note that this Part A (Overview) does not form part of the Conditions of Tendering and should not include tender conditions.]***

***[Guidance Note: The Conditions of Tendering does not deal with pre-qualification of Tenderers. Agencies to specify if pre-qualification is required for eligibility to submit a Tender.]***

# Purpose of this Request for Tender

The purpose of this RFT is to:

* + provide information to Tenderers about the [***insert Project name***];
  + set out the Conditions of Tendering that will govern the Tender Process;
  + invite each Tenderer to submit a fully costed and binding Tender for participation in the [***insert Project name***], which complies with the Conditions of Tendering; and
  + inform Tenderers of the evaluation criteria that the Principal will use to evaluate Tenders.

# Timetable

The table below sets out a timetable of the key milestones for the Tender Process. The timetable is indicative only and may be subject to change as advised by the Principal.

| **Milestone** | **Indicative Date** |
| --- | --- |
| Release of RFT | [***insert***] |
| Receipt of completed RFT acknowledgement forms | [***insert***] |
| Closing Time for Tenders | [***insert***] |
| Decision on Tenders | [***insert***] |
| Execution/Award of Contract | [***insert***] |

# PART B - Conditions of Tendering

# Invitation to Tender

## Invitation

The Principal invites each Tenderer to submit a conforming tender in accordance with the RFT for the performance of the Works. This document is not an offer by the Principal to any Tenderer.

## Tenderer to notify Principal of intention not to tender

If a Tenderer does not intend to submit a Tender, it must within 14 days of receiving the Tender Documents, notify the Principal accordingly and, if required by the Principal, the Tenderer must return or destroy all Tender Documents and Information Documents in accordance with clause 2.6.

# Tender Documents and Information Documents

## Tender Documents comprise

The Tender Documents comprise the following:

### these Conditions of Tendering (including the Tender Particulars and Annexure B to Annexure G thereto);

### the Tender Form;

### the Tender Schedules;

### the Formal Instrument of Agreement; and

### the form of Contract (including any Annexures and exhibits).

## Ownership

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

## Privacy

### The Tenderer agrees in respect of Personal Information held in connection with this Tender that it will be bound by the Information Privacy Principles and any applicable Code of Practice with respect to doing any act or engaging in any practice for the purposes of 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 where it becomes aware of a breach of this Clause 2.3 by it or any of its agents or employees.

### This Clause 2.3 will continue to have effect after the Closing Time.

## Use and disclosure

### Subject to clause 2.4(b) and 2.4(c), the Tenderer must:

#### not use the Information Documents for any purpose whatsoever except for the Permitted Purpose; and

#### keep confidential and not copy or duplicate (or allow the copying or duplication of) any Information Documents.

### The Tenderer may disclose the Information Documents to its Associates if the disclosure is required solely for the Permitted Purpose and the Tenderer obtains a binding confidentiality undertaking from each such Associate in the same terms as this clause.

### The provisions of clauses 2.4(a)(ii) and 2.4(d) do not apply to:

#### the disclosure of Information Documents for which the Principal has given its prior written consent;

#### any Information Document after (but only to the extent that) it becomes generally available to the public other than because of a breach of any provision of these Conditions of Tendering; or

#### the disclosure of any Information Document to the extent necessary to comply with any applicable law or legally binding order of any governmental agency.

### The Tenderer must:

#### notify the Principal immediately if it becomes aware of any unauthorised disclosure, copying or use of any Information Document (suspected or actual);

#### immediately take all reasonable steps to prevent or stop any such suspected or actual unauthorised disclosure, copying or use of any Information Document (including complying with directions of the Principal in this regard); and

#### take all reasonable steps to recover any Information Document that has been disclosed, used or copied without the Principal’s consent under these Conditions of Tendering.

## 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;

### none of the Principal, the Tender Officer or any of their respective Associates makes any representation that all information in the Principal's or the Tender Officer's control or possession in relation to the Works has been provided to each Tenderer; and

### none of the Principal, the Tender Officer or 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 any Information Document.

## Return of Information Documents

Each Tenderer must, if required by the Principal and at the Principal's election, destroy or return to the Principal all Information Documents other than Information Documents which:

### are required to be retained to in accordance with law or a binding requirement of a recognised stock exchange;

### form part of the minutes of, or papers to, a board of the Tenderer; and

### are retained as part of automatic information technology archiving or back-up procedures,

### provided that, in each case, the Information Documents are kept confidential and otherwise in accordance with the Conditions of Tendering.

## Data Room

### This clause 2.7 applies if indicated in Item 10.

### 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 (**Electronic Data Room**);

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

#### its computer hardware and computer software must comply with the requirements specified in Item 10 as updated from time to time as 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 Electronic 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 Electronic Data Room, or whether any Electronic 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 liability incurred by them and indemnify the Principal and its Associates in respect of any claim brought by any of the Tenderer's Associates for liability incurred by them arising out of or in connection with the use, functionality, performance or availability of any Electronic Data Room or the introduction of any Disabling Code into any computer systems of the Tenderer or its Associates; and

#### agrees that the information in the Electronic Data Room is an Information Document.

# Tenderer to fully inform itself

## 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 execution of the Works or the cost of executing the Works;

#### the Works and the nature of the work and of the plant, equipment, materials and other items necessary for the execution of 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 Works;

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

#### all authority requirements relating to the Contract and the Works; and

#### all measures necessary to protect the environment from any adverse effect or damage arising from the execution of 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 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 3.1(a) to 3.1(d),

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 Works in accordance with the Contract should the Contract be awarded to it.

## Site visit

This clause 3.2 applies if indicated in Item 11.

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

If Item 11 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 its representatives that will attend the Site visit, at least 24 hours prior to time and date of the Site visit by contacting the Tender Officer.

Tenderers will only be permitted to have the maximum number of representatives set out in Item 11 attend any Site visit.

## Tender briefing session

This clause 3.3 applies if indicated in Item 11A.

A tender briefing session will be carried out at the location and at time and on the date stated in the Tender Particulars. The Tenderer must comply with any protocols, procedures or requirement notified by the Principal prior to any such tender briefing session.

If Item 11A 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 its representatives that will attend the tender briefing session, at least 24 hours prior to time and date of the tender briefing session by contacting the Tender Officer.

Tenderers will only be permitted to have the maximum number of representatives set out in Item 11A attend any tender briefing session.

# Lodgement of Tender

## Requirement to lodge

The complete Tender must be lodged at the Place for Lodgement by no later than the Closing Time.

## Method of Tender submission

### Tenders must be lodged using the method indicated in Item 12.

### Where Item 12 indicates that the Tender is to be lodged by hand or by post:

#### the Tender must be lodged in a sealed package or packages and marked in accordance with the labelling requirements set out in Item 13;

#### the number of hard copies of the Tender set out in Item 13 must be lodged;

#### an electronic version of the Tender must be lodged in the electronic format(s) specified in Item 14; and

#### at all times and for all purposes, the hard copy (if any) of the Tender will take precedence over the electronic version of the Tender and any hard or other electronic copies generated from that electronic version.

### Where Item 12 indicates that Tender submissions are to be lodged electronically by uploading them to the Data Room, via an EPS or via email:

#### the Tender submission must contain the "file name(s)" or "subject" indicated in Item 13; and

#### the complete Tender submission must be lodged in the electronic format(s) specified in Item 14.

### Tender submissions lodged in an unspecified electronic format, or that become corrupt, illegible, inadequate or incomplete as a result of transmission or storage, may not be considered.

## Tenderer not present at opening

Tenderers will not be present at the opening of tenders.

## Acknowledgement of receipt of Tender

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

## Acceptance of Conditions of Tendering

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

# Tender submission requirements

## Format

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

#### Section 1 - Completed Tender Form;

#### Section 2 - Completed Tender Schedule 1 (Contract Sum breakdown);

#### Section 3 - Completed Tender Schedule 8 (Contract); and

#### Section 4 - Remaining Completed Tender Schedules.

### Clauses 5.2 and 5.3 set out in more detail, the information to be provided with the Tender.

### The Tender and all documents forming part of the Tender submission 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.

## 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 each 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:

##### for each of the persons who comprise the Tenderer, all of those details about the Tenderer that are required by the Tender Documents; and

##### 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.

## Section 2 – Tender Schedule 1 (Contract Sum breakdown)

### Tenderers must duly complete and submit Tender Schedule 1 (Contract Sum breakdown).

### The completed Tender Schedule 1 (Contract Sum breakdown) must:

#### provide the information required in Tender Schedule 1 (Contract Sum breakdown);

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

#### where Item 12 indicates that the Tender is to be lodged by hand or by post, be lodged in a separate, sealed envelope or sealed package and marked in accordance with the labelling requirements set out in Item 13;

#### where Item 12 indicates that the Tender is to be lodged by Data Room, EPS or email, be a separate file in a locked and password protected format. The Tenderer must provide the password to the Tender Officer at the date of submission; and

#### be signed by a duly authorised agent of the Tenderer.

## Section 3 – Tender Schedule 8 (Contract)

### Tenderers must duly complete and submit Tender Schedule 8 (Contract).

### The completed Tender Schedule 8 (Contract) must:

#### provide the information required in Tender Schedule 8 (Contract); and

#### be signed by a duly authorised agent of each Tenderer.

## 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 each 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.

## Evidence of agent’s authority

If requested to do so by the Tender Officer, 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, a Tenderer agrees (without in any way limiting the operation of clause 10) pursuant to the Tender Form executed by the Tenderer:

#### that its Tender (including any Associated Tenders), will remain valid and irrevocable until the date the Tenderer gives written notice that the Tender has been withdrawn;

#### that it will not give a notice withdrawing its Tender (including any Associated Tenders) any earlier than the period of time set out in Item 17 after the Closing Time; and

#### that any notice withdrawing or purporting to withdraw its Tender (including any Associated Tenders) that is given prior to the expiry of the period of time mentioned in clause 6(a)(ii) will be ineffective.

### Nothing in clause 6(a) limits the operation of clause 11.4 in any way.

# Variations, late, non-conforming and alternative tenders

## 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.

## Rejection of late and non-conforming tenders

### A Tender:

#### that is not received at the Place for Lodgement by the Closing Time as required by clause 4.1;

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

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

may be treated as non-conforming and rejected and/or not considered, regardless of the reason for the late lodgement or the non-conformance.

### Notwithstanding clause 7.2(a), the Principal may consider and accept any Tender (even one that is lodged late or one that might, pursuant to that clause, be liable to be treated as non‑conforming and rejected and/or not considered).

## Alternative tenders

### A Tenderer may submit one or more alternative tenders, provided it has also submitted a tender that complies with the requirements of the Tender Documents.

### Notwithstanding clause 7.3(a), the Principal may consider and accept an alternative tender even if the tender that it accompanies as per clause 7.3(a) does not comply with the requirements of the Tender Documents.

### Each alternative Tender (if any) must be marked as such (e.g. "Alternative No 1") 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.

## Specified proprietary products

### This clause 7.4 applies if indicated in Item 18.

### Where trade names or brands or proprietary products or equipment are referred to in the Tender Documents and a Tenderer wishes to offer different products or equipment, it must clearly and fully describe any proposed departures from the Tender Documents, the reason for the departure and the effect on the price offered in its Tender, performance requirements and completion dates.

### Tenderers must not offer any items on the basis that they will supply a "similar" or "equivalent" item (or words to like effect).

# Tender evaluation

## Information requests

### After a Tender has been lodged, the Tender Officer may require a Tenderer to submit further information. Tenderers must respond promptly to all such requests. All responses must be sent to the Tender Officer in the manner stated in clause 9.1.

### Additional information may be requested via a tender information request form. The form will have separate sections for the Principal's/ Tender Officer'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.

## Interview and meetings

### The Principal may, in its 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.

## Evaluation criteria

### Without in any way limiting the operation of clause 11 or 12(f)(ii), the Principal will evaluate tenders by taking into account the evaluation criteria identified in Annexure B (not necessarily in order of priority or weighting).

# Process matters

## Questions and requests for clarification

### If the Tenderer has a question or request for clarification (**Enquiry**), the Enquiry must be directed to the Tender Officer:

#### by email at the address set out in Item 3;

#### if clause 2.7 applies as indicated in Item 10, through the Q&A function of the Data Room; or

#### if an EPS is used as indicated in Item 12, through any Q&A function of the EPS.

### Where an Enquiry has been made by the Tenderer under clause 9.1(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 9.1(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;

#### 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; and

#### the Tenderer must ensure that Enquiries are submitted within the enquiry period set out in Item 19.

## Addenda

### At any time prior to the formation of a Contract for the performance of the Works, the Principal or the Tender Officer 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, save that:

#### where, after the Closing Time, some but not all Tenderers are short listed, further Addenda might only be sent to the short listed Tenderers; and

#### where, after the Closing Time, a preferred Tenderer is identified, further Addenda might 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.

## Contact with the Principal

### Subject to clause 9.3(b), the Tenderer acknowledges and agrees that it will not, and it will ensure that its Associates do not, make contact with:

#### any governmental agency or officer;

#### the Principal or any of its Associates;

#### members of Parliament or their staff;

#### any Project Stakeholders; or

#### the Tender Officer (other than pursuant to the process in clause 9.1),

to discuss any aspect of the Project or any matter relating to or arising out of its Tender, except as provided for in these Conditions of Tendering.

### The Tenderer may contact Project Stakeholders in relation to the Project and matters relating to or arising out of its Tender if it obtains the Principal's prior written consent and provided that: ***[Guidance Note: Circumstances may arise where consent should not be granted for Tenderers to communicate with the Associates (Councils etc)]***

#### the Tenderer gives the Tender Officer at least 3 Business Days written notice of matters which it wishes to discuss at the meeting, including a detailed agenda clearly identifying the purpose of such a meeting;

#### the Principal may, by written request, require the audio of the meeting to be recorded; and

#### the Principal may have a representative attend the meeting if it chooses.

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

## 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

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

### Upon receipt of any written notification pursuant to clause 9.4(a), the Principal reserves the right to:

#### assess the change and terminate the Tenderer's further participation in the Tender Process; or

#### invite the Tenderer to amend its Tender accordingly.

## Complaints

### Should a Tenderer have a complaint of any nature in connection with the Tender Process, the Tenderer must in the first instance notify the Tender Officer providing adequate details of the complaint.

### The Tender Officer, within 14 days of receipt of the complaint, must respond to the Tenderer in writing addressing the complaint.

### Should the Tenderer be dissatisfied with the Tender Officer's response to its complaint, the Tenderer must, within 14 days of receipt of that response, request in writing to the Tender Officer, a conferral with the Principal to be held within 28 days of receipt of the complaint.

### A Tenderer failing to adhere to the notice requirements in clause 9.5(a) and 9.5(c) will relinquish its rights to claim against the Principal arising out of, or in any way in connection with, the Tender Process, except in circumstances of fraud or illegality by the Principal.

## No requirements to return

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

## 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 request in writing to the Tender Officer.

# Tenderer’s warranty and acknowledgement

## Tenderer’s warranty

By submitting a Tender:

### a Tenderer will be taken to represent and warrant that:

#### it has done all of the things mentioned in clause 3.1;

#### 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 documents, information or other things mentioned in clause 2.5; and

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

### a Tenderer will be taken to have acknowledged and agreed (to the extent permitted by law) that neither the Principal or the Tender Officer, 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) with respect to or as a result of or arising from:

#### 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 other Information Documents, information or any oral information provided.

## Tenderer’s acknowledgement

By submitting a Tender, a Tenderer will also be taken to have acknowledged and agreed that:

### in considering its Tender and in entering into any contract with the Tenderer (should that happen), the Principal will be relying upon the representations and warranties given by the Tenderer in the Tender Form and in these Conditions of Tendering; and

### the successful Tenderer will be subject to the Shared Reporting Process set out in the Contract, under which details of the successful Tenderer's performance under the Contract may be made available by the Principal to other government departments or agencies or municipal, public or statutory authorities.

## Proprietary Information

### The Tenderer warrants that it has the authority to grant the rights granted to the Principal under clause 10.3(c) and that exercise of those rights by the Principal or any person authorised by the Principal in accordance with, or as contemplated by, these Conditions of Tendering will not infringe the Intellectual Property Rights or other rights of any person.

### The Tenderer must indemnify the Principal against any liability or claim arising from any breach of the warranties set out in clause 10.3(a).

### The Tenderer grants, and will procure that each of its Associates with a relevant interest grants, to the Principal and its Associates an irrevocable, perpetual, non-exclusive, transferable, free of charge licence to use, reproduce, develop, communicate or modify or sub-licence the whole or any part of any Tender for the purposes of the Tender Process provided that, subject to these Conditions of Tendering and the Tender Documents, the Principal may not (other than pursuant to clause 13.2(a)) provide the whole or any part of any Tender to a competing Tenderer.

### Without limiting the application of clause 10.3(c), if the Tenderer has been nominated as the preferred Tenderer, the Tenderer also licenses the Principal and its Associates to make publicly available:

#### the broad concept plan, design documents and any other fly through sketches or drawings of any element of the Project;

#### the key functional and operational characteristics;

#### the aggregate capital and/or operating cost;

#### the proposed risk allocation; and

#### other high level commercial or technical information,

in relation to that Tenderer's Tender.

# No contract and no obligation to consider or accept any tender

## No Contract

### Subject to clause 11.1(b), by submitting a Tender, a Tenderer acknowledges that:

#### no contract exists or will arise between the Principal and a Tenderer in respect of the Works, performance of the work under the Contract or any part thereof or the Tender Process unless and until the Principal and the successful Tenderer enter into a Contract for the performance of the Works;

#### the rights, powers and discretions given to the Principal and the Tender Officer in these Conditions of Tendering are not pursuant to any contract between the Principal or Tender Officer and the Tenderer but rather are rights, powers and discretions that the Principal and the Tender Officer have as part of the Tender Process;

#### before any Contract for the performance of work under the 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; and

#### 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 11.1(a)(i) 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.

### Despite clause 11.1(a), by submitting a Tender a Tenderer is bound by the terms of the Tender Form.

## No obligation

### Without limiting a Tenderer's obligations under clauses 6 and 8, the Principal and the Tender Officer have no contractual or other legal obligation to a Tenderer arising out of RFT 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 Tender Officer 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.

## Principal not liable

### Without limiting clauses 11.2 or 17.1, in no circumstances will the Principal or the Tender Officer 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 any 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 Tender Officer of any of their rights, powers and discretions under these Conditions of Tendering, including rights under clause 11.4.

### Without limiting clause 11.3(a), any Tenderer that is not selected as the successful Tenderer will have no recourse against the Principal or the Tender Officer or their respective Associates, in relation to any decisions of the Principal or the Tender Officer:

#### 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 Works.

## Discretion of Principal

### The Principal (either itself or through the Tender Officer) 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 Works and/or the scope of work under the Contract;

#### vary, suspend or terminate the Tender Process;

#### extend the Closing Time;

#### change the Place for Lodgement;

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

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

#### reject or accept any Tender notwithstanding whether such Tender is the lower priced. higher ranked, or otherwise;

#### award the Project to any Tenderer, including a Tenderer which did not have the highest ranked Tender as against the RFT evaluation criteria or other relevant evaluation criteria;

#### 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 (whether a conforming Tender or an Associated Tender);

#### consider and accept a Tender regardless of whether:

##### any Tenderer or any of its Associates has breached these Conditions of Tendering; or

##### any member of a competing Tenderer has breached these Conditions of Tendering;

#### 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 or further offers from any one or more Tenderer;

#### 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 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;

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

#### not proceed with the Works;

#### proceed with the Works on the basis of a different scope of work or on terms different from those stated in the Tender Documents or change the procurement method of the Project (including public sector delivery or any part of the Project in any way it sees fit;

#### negotiate with and enter into a contract with any person (including someone other than a Tenderer) for the performance of work under the Contract 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 others;

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

##### the Principal’s and its Associates’ knowledge and previous experience and dealings with any Tenderer or any 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 Tenderers 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 11.4(a).

### To the extent permitted by law, Tenderers will have no claim against the Principal or the Tender Officer arising out of the Principal's or the Tender Officer'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 each of its Associates or 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 12(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 a Tenderer or a preferred Tenderer (**Probity Check**).

### The Tenderer consents to such Probity Checks and investigations, agrees to procure the consents of its directors and to procure the consents of such Associates as are requested by the Principal, and as are required by law to be obtained in connection with such Probity Checks and investigations. Such Probity Checks and investigations may include:

#### investigations into commercial structure, business and credit history;

#### prior contract compliance and performance;

#### any criminal records or pending charges;

#### interviews with any referees nominated; and

#### research into any relevant activity that is or might reasonably be expected to be the subject of regulatory investigation.

### The Tenderer acknowledges and agrees that the Principal:

#### is not under any obligation to provide to the Tenderer the results of any Probity Checks or investigations;

#### may take into account any matters revealed by any Probity Checks and investigations in evaluating any Tender; and

#### may reject any Tender, suspend or terminate the Tenderer's participation in the Tender or take such other action as it considers appropriate, in its absolute discretion, in light of matters revealed by any Probity Checks and investigations.

### Nothing in this clause 12 detracts from or limits the Tenderer's obligations or responsibilities for complying with all probity requirements which relate to the Tender Process.

### The Tenderer must ensure that each of its Associates complies with the requirements of this clause 12 as though it were a Tenderer.

# Disclosure by the Principal

## Disclosure by the Principal

The Tenderer acknowledges and agrees that the Principal or any of its Associates may publish or disclose (on the internet or otherwise), and consents to such publication or disclosure, details of:

### the Tenderers (including any of their Associates);

### the identity of any preferred Tenderer(s) (including any of their Associates);

### the status of the Tender Process at any time; and

### the value of the Contract.

## Public Disclosure and Freedom of Information

### The Tenderer acknowledges and agrees that disclosure by either of the Principal or any of its Associates of any information provided by the Tenderer or any of its Associates may be required and consents to such disclosure:

#### under any current legislation including;

##### the *Freedom of Information Act 1982* (Vic);

##### the *Ombudsman Act 1973* (Vic); and

##### the *Audit Act 1994* (Vic);

#### under any future legislation;

#### in the course of the official duties of a relevant Minister or Department, the Principal or the Victorian government;

#### to satisfy requirements of parliamentary accountability;

#### in annual reports of the Principal;

#### pursuant to policies of the Victorian government; or

#### to satisfy any other recognised public requirement,

(each a **Public Disclosure Obligation**).

### The Tenderer must use all reasonable endeavours to assist the Principal and its Associates in meeting their Public Disclosure Obligations.

# Not in use

# Local Jobs First

### This clause 15 applies if indicated in Item 21.

### If this clause 15 applies, the alternative indicated in Item 22 and Annexure C applies.

# 15A Social Procurement Framework

### This clause 15A applies if indicated in Item 22B.

### If this clause 15A applies, the provisions set out in Annexure CA apply.

# 15B Not in use

# 15C Fair Jobs Code

The provisions set out in Annexure CB apply.

# Not in use

# Miscellaneous

## Tenderer bears costs

All costs of tendering are to be borne by the Tenderer.

## Publicity

Except to the extent it is not possible to comply with this clause 17.2 while complying with the law or the binding requirement of a recognised stock exchange, the Tenderer must not make, and must procure that none of its respective Associates make, a media release or other public announcement or statement in relation to the Project without the prior written consent of the Principal.

## Notices

### Subject to clause 17.3(b), all communications (including notices, demands, consents, approvals or requests) under or in connection with these Conditions of Tender (**Notice**):

#### must be, in writing and signed by the party making the communication or by the solicitor for, or any attorney, director, secretary or authorised agent of, and on behalf of, that party; and

#### must be:

##### delivered or posted by prepaid express post to the address, of the addressee, specified in the Tender Documents (in the case of the Principal), and the Tender (in the case of the Tenderer); or

##### sent by email to the email address specified in the Tender Documents (in the case of the Principal), and the Tender (in the case of the Tenderer),

##### or to the address, or email address (as the case may be) last notified by the intended recipient to the sender.

***[Drafting Note: If an Agency wishes to serve Notices via another means (e.g. via publication for an open tender process or via an EPS), this should be added to this paragraph and in paragraph (b) below in relation to when the Notice will be treated as given and received.]***

### A Notice given to a person in accordance with clause 17.3(a) is treated as having been given and received by the addressee:

#### in the case of prepaid express post, on the third Business Day after the date of posting to an address within Australia and on the fifth Business Day after the date of posting by airmail to an address outside Australia;

#### in the case of delivery by hand, on delivery at the address of the addressee as provided in the Tender Documents (in the case of the Principal), and the Tender (in the case of the Tenderer), or to such other address last notified by the intended recipient to the sender, unless that delivery is outside Business Hours, in which case that communication is taken to be received at 9.00 am on the next Business Day; and

#### in the case of delivery by email, the first to occur of:

##### receipt by the sender of any email acknowledgement from the intended recipient’s information system showing that the Notice has been delivered to the email address of that recipient;

##### the time that the Notice enters an information system which is under the control of the intended recipient; and

##### the time that the Notice is first opened or read by an employee or officer of the intended recipient,

but if the result is that a Notice would be taken to be given or made on a day that is not a Business Day or after Business Hours, the Notice will be taken to have been duly given or made at the start of business on the next Business Day.

## Goods and services tax

A Tenderer must quote all prices exclusive of GST as well as providing a breakdown of the prices and rates to show the GST applicable to all prices and rates.

## 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 laws of Victoria.

### Each Tenderer will irrevocably and unconditionally submits to the non‑exclusive jurisdiction of the courts of Victoria (and the courts to which appeals from those courts may be made) and waives any right to object to any proceedings being brought in those courts.

# 17A Domestic dispute resolution arbitration

## 17A.1 Application of this clause

This clause applies only:

### if this RFT is a covered procurement; and

### to suppliers with their principal place of business in relevant jurisdictions (both suppliers and relevant jurisdictions as defined in clause 17A.2).

## 17A.2 Definitions

For the purpose of this clause 17A:

the following terms have the meaning attributed to them in Chapter 15 of the Comprehensive and Progressive Agreement for the Trans-Pacific Partnership (TPP-11) (Chapter 15):

#### **covered procurement**;

#### **supplier**;

**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-agreeme](%20https://www.buyingfor.vic.gov.au/measures-implementing-procurement-requirements-international-agreeme)nts

**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

**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, as at the date this RFT is issued.

## 17A.3 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 clause.

## 17A.4 Notice of complaint

A supplier who has a complaint may deliver to the Principal a notice of complaint which must include:

### a demand that the complaint be reviewed and resolved in accordance with this clause; and

### 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).**

## 17A.5 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.

## 17A.6 Mediation

### 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)**.

### The mediation will take place in Melbourne, Australia.

### The mediator will be selected from the list of mediators established by the Victorian Government for the purposes of this clause and published at https://www.buyingfor.vic.gov.au/arbitrators-available-dispute-resolution-under-international-agreements(if such list is established) and otherwise in accordance with the ACICA Mediation Rules*.*

## 17A.7 Arbitration

### If the complaint is not finally resolved by mediation in accordance with clause A17.6 within 28 days of delivery of the mediation notice, the supplier may request that the complaint be determined by arbitration in accordance with the ACICA Arbitration Rules in force at the time subject to the provisions of this clause.

### The tribunal shall comprise one arbitrator.

### The arbitrator must be selected from the list of arbitrators established by the Victorian Government to hear complaints under this clause and published at https://www.buyingfor.vic.gov.au/arbitrators-available-dispute-resolution-under-international-agreements (if such list is established) and otherwise in accordance with the ACICA Arbitration Rules.

### The language of the arbitration shall be English.

### The place of arbitration shall be Melbourne, Australia.

### There shall be no hearing in any arbitration commenced pursuant to this clause unless there are exceptional circumstances (as determined by the arbitrator) or either the arbitrator or the parties require a hearing to take place.

### The powers of the tribunal constituted in accordance with this clause include the power:

#### to take into account, when resolving a complaint and determining whether relief ought to be awarded to the supplier, any overriding adverse consequences for the interests concerned, including the public interest;

#### subject to clause 17A.7(h), on application of the supplier to award compensation or make any other award which is within the lawful power of the tribunal **(corrective action)**, however any compensation awarded to the supplier must not exceed the costs listed in Item 26; and

#### on application of the Principal, to award compensation for the costs reasonably incurred by the Principal in defending the complaint;

### If:

#### a public interest certificate has been issued in respect of this RFT; and

#### this RFT has not reached the stage where a contract has been entered into with a supplier,

then:

#### 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

#### 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.

### 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.

### The Principal is not obliged to disclose the award if the award is subject to judicial challenge or otherwise the subject of court proceedings.

### 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.

# Definitions and interpretation

## Definitions

In these Conditions of Tendering unless separately defined below, or the context indicates otherwise, capitalised terms used in these Conditions of Tendering have the same meaning given to those terms in the Contract (notwithstanding that in the Contract they may appear italicised and not capitalised) and the following terms have the meaning assigned to them below:

1. **Addendum** means an addendum issued by the Principal or the Tender Officer under clause 9.2.
2. **Associated Tender** means any alternative, non-conforming, consolidated, replaced, amended or supplemental tender.
3. **Associate** means any officer, employee, agent, consultant, contractor, nominee, licensee, or advisor and:
   1. in the case of a Tenderer, includes
      1. [#] [Drafting Note: Insert project-specific associates.];
      2. employees of the Tenderer who are seconded to or contracted by the Principal;

but excludes the Principal and its Associates; and

* 1. in the case of the Principal includes:
     1. [#] [***Drafting Note: Insert project-specific associates.***];
     2. any government or any governmental, semi-governmental or local government authority, local council, department, commission, public authority, agency, minister statutory corporation or instrumentality,

but excludes the Tenderer and its Associates.

1. **BCA Volume One** means Volume One of the National Construction Code Series including any variations or additions in the Appendix Victoria set out in the Appendices to that Volume.
2. **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).
3. **Business Hours** means between 9:00am and 5:00pm on a Business Day.
4. **Closing Time** means the closing time and date identified in Item 1, or such later closing time or date as the Principal or the Tender Officer may notify in writing.
5. **Code of Practice** means a code of practice as defined in, and approved under, the *Privacy and Data Protection Act 2014* (Vic).
6. **Conditions of Contract** means the conditions of contract, including any general and special conditions of contract, identified in Item 2.
7. **Contract** means a contract for the performance of the Works.
8. **Data Room** means any data room operated by or on behalf of the Principal containing information relevant to the Project and includes any Electronic Data Room. This definition applies if clause 2.7 applies as indicated in Item 10.
9. **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:
   1. permit access to or use of the computer systems or associated data of a Tenderer other than as expressly authorised by the Tenderer; or
   2. disable, damage, corrupt or erase, or disrupt or impair the normal operation of, computer systems or associated data of a Tenderer.

This definition applies if clause 2.7 applies as indicated in the Tender Particulars.

1. **Electronic Data Room** has the meaning given in clause 2.7(b)(i). This definition applies if clause 2.7 applies as indicated in the Tender Particulars.
2. **Electronic Procurement System** or **EPS** means any electronic procurement system being used by the Principal for the Tender Process identified in Item 9.
3. **Enquiry** has the meaning given in clause 9.1(a).
4. **Formal Instrument of Agreement** means the formal instrument of agreement which forms part of the Tender Documents.
5. **Information Document** means any document, data or information (whatever its form including electronic, oral or all 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:
   1. the invitation to submit a tender and the Tender Documents;
   2. the Works or the work under the Contract;
   3. any oral or written advice, representations or information given by or on behalf of the Principal during the Tender Process; and
   4. all material contained in any Data Room (if applicable),

including any document, data or information marked "for tenderer's information only", "for information only" or similar.

1. **Information Privacy Principles** means the principles so identified and set out in the *Privacy and Data Protection Act 2014* (Vic).
2. **Item** means an item in the Tender Particulars.
3. **Ministerial 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.
4. **Notices** has the meaning given in clause 17.3(a).
5. **Permitted Purpose** means to:
   1. submit a Tender (or consider and determine whether or not to submit a Tender) in accordance with these Conditions of Tendering; or
   2. comply with an obligation under the RFT.
6. **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.
7. **Principal** means the person identified as the Principal in Item 4.
8. **Probity Checks** has the meaning given in clause 12(d).
9. **Project** means the project described in Item 6.
10. **Place for Lodgement** means the place for lodgement stated in Item 5.
11. **Prohibited Cladding Products** means:
    1. aluminium composite panels with a core of less than 93% inert mineral filler (inert content) by mass in external cladding as part of a wall system; and
    2. expanded polystyrene products used in an external insulation and finish (rendered) wall system.
12. **Project Stakeholders** means:
    1. the stakeholders listed in Item 8;
    2. 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
    3. 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.
13. **Public Disclosure Obligation** has the meaning given in clause 13.2(a).
14. **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.
15. **Tender** means any tender lodged in response to the invitation to submit a tender, whether a conforming Tender or an Associated Tender.
16. **Tender Documents** means the documents listed in clause 2.1 and any other document issued to a Tenderer by the Principal or the Tender Officer after the issue of the Tender Documents by way of an Addendum and expressly stated to be a Tender Document.
17. **Tender Form** means the tender form which forms part of the Tender Documents.
18. **Tender Officer** means the person so identified in Item 3, or any other person from time to time appointed as notified by the Principal to be the Tender Officer for the purposes of these Conditions of Tendering.
19. **Tender Particulars** means the particulars set out in Annexure A to these Conditions of Tendering.
20. **Tender Process** means the procurement process for the Project, including the RFT phase.
21. **Tender Schedules** means the tender schedules referred to in clause 2.1(c) which form part of the Tender Documents.
22. **Tenderer** means a person invited to lodge a tender for the performance of the Works described in the Tender Documents.
23. **work under the Contract** means the work which the Tenderer is or may be required to execute under the Contract.
24. **Works** means the physical works which are to be the subject of the Contract and as described in general terms in Item 7 (and more particularly described in the Tender Documents).

## 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. - Tender Particulars

| **TENDER PARTICULARS** | | |
| --- | --- | --- |
| **Item No** | **Tender Particulars** |  |
|  | **Closing Time** (Clause 18.1) | **Closing Time: *[Insert time]* (Australian Eastern Standard Time unless otherwise stated)**  **Closing Date: *[Insert date]*** |
|  | **Conditions of Contract** (Clause 18.1) | ***[Insert Details of the Conditions of Contract]*** |
|  | **Tender Officer (and contact details)** (Clauses 9.1 and 18.1) | **Name: *[Insert name]***  **Telephone: *[Insert number]***  **Facsimile: *[Insert number]***  **Email: *[Insert email address]*** |
|  | **Principal** (Clause 18.1) | ***[Insert name and ABN]*** |
|  | **Place for Lodgement** (Clause 18.1) | ***[Insert precise address which may be the location of any tender box, the postal address, any particular portal within the Data Room or EPS]*** |
|  | **Project** (Clause 18.1) | **[*Insert Details of the project*]** |
|  | **Works** (Clause 18.1) | ***[Insert a brief description of the Works]*** |
|  | **Project Stakeholders** (Clause 18.1) | ***[Insert name and ABN]*** |
|  | **Electronic Procurement System - Does an EPS apply?** (Clause 18.1) | Yes  No  (*if nothing stated, No*)  **EPS Details:**  ***[Insert name of electronic procurement system and any relevant details]*** |
|  | **Data Room- Does clause 2.7 apply?** (Clause 2.7)\* | Yes  No  (*if nothing stated, Yes*)  **Required computer hardware and software:**  ***[Insert required computer hardware and software]*** |
|  | **Site visit - Does clause 3.2 apply?** (Clause 3.2)\* | Yes  No  (*if nothing stated, Yes*)  **Details of Site visit**  **Site: *[Insert]***  **Date and time: *[Insert]***  **Maximum number of representatives: *[Insert]***  **Mandatory?**  Yes  No |
| **11A** | **Tender briefing session - Does clause 3.3 apply?** (Clause 3.3) | Yes  No  (*if nothing stated, No*)  **Details of tender briefing session**  **Location: *[Insert]***  **Date and time: *[Insert]***  **Maximum number of representatives: *[Insert]***  **Mandatory?**  Yes  No |
|  | **Method of Tender submission**  (Clauses 4.2(a))  ***[Guidance Note: If email is selected, the Agency must ensure that that the email account has sufficient capacity to handle the submissions. If this cannot be guaranteed, an alternative method of submission should be selected]*** | By hand  By post  Data Room  EPS  Email  *(if nothing stated, by hand)* |
|  | **Labelling and copy requirements for Tender Submissions** (Clause 4.2) | **For Tenders lodged by hand or post:**  The Tender package or packages must be marked:  Private and Confidential  Tender for: *[Insert Project name]*  Tenderer: *[Insert Tenderer's name]*  Closing Time: *[Insert Closing Time]*  Number of hard copies: *[insert]*  **For Tenders lodged electronically via the Data Room, EPS or email:**  ***[Insert file name/subject requirements]*** |
|  | **Electronic formats**  (Clauses 4.2(b)(iii) and 4.2(c)(ii))  ***[Guidance Note: Where tenders are submitted on TendersVic, advise Tenderers that they must first register on TendersVic to be able to submit a tender]*** | ***[Insert Software details]*** |
|  | **Are departures from the Contract applicable?** (Clause 5.4 and Tender Schedule 8) | Yes  No  (*if nothing stated, No*) |
|  | **Parent Company Guarantee** (Tender Schedule 14) | **Is / Is not required**  **(A parent company guarantee is required if no selection is made.)** |
|  | **Validity Period of Tender** (Clause 6(a)) | ***[Insert period in calendar days]***  *(if nothing stated, 90 business days)* |
|  | **Specified proprietary products- Does clause 7.4 apply?** (Clause 7.4)\* | Yes  No  (*if nothing stated, Yes*) |
|  | **Enquiry period**  (Clause 9.1(b)(iv)) | At least [5] Business Days prior to the Closing Time |
|  | **Not in use** | Not in use |
|  | **Does Local Jobs First apply to this Tender?** (Clause 15) | Yes  No  (*if nothing stated, ‘Yes’ applies*) |
|  | **Local Jobs First requirements:** (Clause 15 and Annexure C Clause 1.1) | Alternative 1: Standard Projects without Major Projects Skills Guarantee  Alternative 2: Standard Projects with Major Projects Skills Guarantee  Alternative 3: Strategic Projects without Major Projects Skills Guarantee  Alternative 4: Strategic Projects with Major Projects Skills Guarantee  *(if no alternative is ticked the alternative is ‘Alternative 4’)* |
| 22A | **Requirements for Projects when Local Jobs First Policy applies** (Annexure C Clause 1.4)  ***[Guidance note: Set out specific local and other content requirements for this 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’]*** | * + - 1. Minimum local content requirement [percent]       2. [10 per cent of the total number of estimated hours of work on the Project be undertaken by apprentices, trainees or cadets]       3. [other requirements]   *If nothing stated:*   * + 1. *Minimum local content requirement: 90% for a construction works project 80% for a services project or a maintenance project 80 per cent for the maintenance or operations phase*     2. *10 per cent of the total number of estimated hours of work on the Project be undertaken by apprentices, trainees or cadets* |
| 22AB | **Tender reference number to use in the Victorian Management Centre** (Annexure C Clause 1.5(g)) | ***[Insert tender reference number]*** |
| 22B | **Does Social Procurement Framework apply to this tender?** (Clause 15A and Annexure CA)  ***[Drafting 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*) |
| 22C | **Social Procurement Framework requirements**  (Clause 15A and Annexure CA Clause 1.3)  ***[Drafting note: If Item 22B 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  Alternative 3 - Building Equality Policy only |
| 22D | **Is a Social Procurement Commitment Proposal required?**  (Annexure CA Clause 1.3(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)* |
| 22E | **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 17?**  (Annexure CA Clause 4(g)) | Yes  No  (*If nothing stated, No applies)* |
| 22F | Not used | Not used |
|  | **Not used**) | Not used |
|  | Not used | Not used |
|  | **Not used** | Not used |
|  | **Domestic dispute resolution arbitration, compensation awarded to the supplier must not exceed** Clause 17A.7(g)(ii)  ***[Drafting note: Select only one of the options]*** | The costs reasonably incurred by the supplier in the preparation of the tender giving rise to the complaint.  The costs reasonably incurred by the supplier in bringing the complaint. |

1. - Evaluation Criteria

### ***[Drafting note: Insert evaluation criteria on a project specific basis. Evaluation criteria should be linked to the project’s objectives to enable the Agency to evaluate which tender represents the best value for money. The information requested in the Tender Schedules should be relevant to and align with the evaluation criteria. Any mandatory criteria must be identified.]***

### **Mandatory evaluation criteria**

### ***[Drafting note: Insert mandatory evaluation criteria on a project specific basis]***

### ***[Drafting note: Instruction 3.7.3 established mandatory evaluation criteria as follows.]***

### Demonstrated compliance, to the satisfaction of the Principal, with the occupational health and safety management evaluation criteria as set out in Annexure F.

### Demonstrated compliance, to the satisfaction of the Principal, with the industrial relations management evaluation criteria as set out in Annexure G).

### **Other evaluation criteria**

### ***[Drafting note: Insert evaluation criteria on a project specific basis]***

### ***[Drafting note: Instruction 3.7.3 established the following mandatory evaluation criterion. Agencies may describe this criterion to suit project specific requirements, noting that such a criterion must be used.]***

### Value for money, after taking into account all of the individual evaluation criteria including price.

### ***[Drafting note: Instruction 3.7.3 requires that Tender Documentation contain appropriate evaluation criteria to enable consideration of each tender participant’s performance in delivering Works or Construction Services, whether for Agencies within the Victorian Government, other governments or non-government organisations. Agencies may describe this criterion to suit project specific requirements, noting that such a criterion must be used.]***

### ***[Drafting note: Insert evaluation criteria that allows consideration of each tender participant’s performance in delivering Works or Construction Services.]***

### Local Jobs First Policy – the following evaluation criteria apply if Item 21 indicates that Clause 15 applies:

* + - * 1. industry development, including commitments made in relation to the Victorian Industry Participation Policy; and
        2. where the Major Projects Skills Guarantee applies, job outcomes, including, if applicable, job outcomes provided by the Major Projects Skills Guarantee.

### Social Procurement Framework – the following evaluation criterion applies if Item 22B indicates that Clause 15A applies:

* + - * 1. the Social Procurement Commitments made in relation to the Social Procurement Commitment Proposal.

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

### ***[Drafting note: Instruction 3.7.2 notes that in addition to disclosing the tender evaluation criteria and indicating any mandatory evaluation criteria, 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 being:***

### ***where other policies require the use of certain weightings, particularly Local Jobs First Policy and Social Procurement Framework, and***

### ***when Complying with International Agreements (Instruction 2.1) applies to the procurement.]***

### The following weightings apply to components of the evaluation process:

### Local Jobs First Policy

### If Item 21 indicates that clause 15 applies, the content of the Tenderer’s LIDP will be allocated a weighting of:

* + - * 1. [10%] for industry development, including commitments made in relation to the Victorian Industry Participation Policy; and
        2. [10%] for job outcomes, including, if applicable, job outcomes provided by the Major Projects Skills Guarantee.

***[Drafting note: If a figure greater than 10% is to be allocated for either of the weightings of commitments to the Local Jobs First Policy component of the Tender evaluation process, this figure should be inserted here. Note: The Local Jobs First Policy requires a minimum 10% weighting for each of the components in the Local Jobs First Policy]***

### Social Procurement Framework

### If Item 22B indicates that clause 15A applies, the content of the Tenderer’s Social Procurement Commitment Proposal will be allocated a weighting of [ %] for the social commitment made.

***[Drafting note: Insert weighting allocated to Social Procurement Framework. Note: The Social Procurement Framework requires a weighting of 5-10% to support social and sustainable procurement outcomes.]***

[***Drafting Notes:***

* ***Agencies preparing RTF documents for construction contracts 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 manner in which the 10 % local content weighting can be applied and practical examples are set out in the Local Jobs First Policy Agency Guidelines available at www.localjobs first.vic.gov.au.***
* ***The manner in which the 5-10 % weighting for social and sustainable outcomes can be applied and practical examples are set out at*** [***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)***.***
* ***Agencies are to refer to 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.***
* ***Agencies to note that if the requirements of an International Agreement apply to an Agency when undertaking Public Construction Procurement, there may be requirements applicable in relation to the evaluation criteria.***
* ***The Fair Jobs Code does not require specific tender evaluation weighting. The mandatory industrial relations management criteria 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 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 Local Jobs First Policy is implemented by Victorian Government departments and agencies to help drive local industry development.
        2. The Local Jobs First Policy comprises the Victorian Industry Participation Policy and the Major Projects Skills Guarantee.
           1. Victorian Industry Participation Policy seeks to ensure that small and medium-sized business are given full and fair opportunity to compete for government contracts.
           2. Major Projects Skills Guarantee is a policy that provides job opportunities for apprentices, trainees and cadets on high value construction projects.
        3. The Local Jobs First Policy applies to the full range of Victorian Government projects that meet financial thresholds.
        4. The Local Jobs First Policy applies to standard projects above the threshold values of:
           1. $3 million or more in metropolitan Melbourne, and
           2. $1 million or more in regional Victoria, or
           3. any project valued at less than $3 million that the LJF Minister has declared to be a standard project.
        5. A Local Jobs First strategic project is a project with a budget of $50 million or more or any other project declared by the LJF Minister to be a strategic project under the *Local Jobs First Act 2003*. Individual project agreements for amounts less than $50 million may form part of a strategic project. Strategic projects are subject to minimum local content requirements determined by the LJF Minister.
        6. The Major Projects Skills Guarantee applies to construction works projects with a budget of $20m or more.
        7. The Local Jobs First Policy may take one of four forms:
           1. Alternative 1 – standard project without Major Projects Skills Guarantee;
           2. Alternative 2 – standard project with Major Projects Skills Guarantee;
           3. Alternative 3 – strategic project without Major Projects Skills Guarantee; and
           4. Alternative 4 – strategic project with Major Projects Skills Guarantee.

The form of the Local Jobs First Policy that applies to this RFT is the alternative indicated in Item 22.

* + - 1. For further information, Tenderers should refer to the Local Jobs First Policy and LJF Guidelines which can be found at www.localjobsfirst.vic.gov.au.
    1. Definitions

**Apprentice** means a person whom an employer has undertaken to train under a Training Contract.

**Cadets** means those persons enrolled in a recognised tertiary level organisation and who receive structured learning opportunities as part of their engagement to a Local Jobs First project (e.g. cadets in architecture, quantity surveying, or engineering) but which is not under a Training Contract.

**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.

**Deemed Hours** are to be calculated using the formula in clause 1.9 of this Annexure C.

**Industry Capability Network (Victoria)** means Industry Capability Network (Victoria) Limited ACN 007 058 120 of Level 11, 10 Queens Road, Melbourne VIC 3004.

**LIDP** means Local Industry Development Plan.

**LJF Department** has the meaning given in section 3(1) the *Local Jobs First Act 2003*.

**LJF Guidelines** means the Local Jobs First Supplier Guidelines, available at www.localjobsfirst.vic.gov.au.

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

**Local Content** has the meaning given in section 3(1) of the *Local Jobs First Act 2003*.**Local Jobs First Policy** means the policy made under section 4 of the *Local Jobs First Act 2003*.

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

**Project Total Estimated Labour Hours** means the total estimated labour hours for the Project under the total value of the contract as determined by the Deemed Hours Formula.

**Trainee** means a person (other than an Apprentice) employed under a Training Contract.

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

* + 1. Contestable Items
       1. The Local Jobs First 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 template.
    2. Requirements for Local Jobs First projects

The requirements for this RFT are indicated in Item 22A.

* + 1. Local Industry Development Plan
       1. All Tenderers must prepare a LIDP in accordance with the Local Jobs First Policy and LJF Guidelines.
       2. The assessment of the Tender will consider whether and how Tenderers comply with the Local Jobs First 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 LJF Department.
       4. A LIDP must:
          1. specify how the requirements of the Local Jobs First Policy will be met;
          2. identify total content and Local Content for the Project;
          3. identify total and local jobs for the Project;
          4. for strategic projects, identify how any other specific requirements determined by the LJF Minister as applying to the Project will be met; and
          5. include any other matter required to be included in the LIDP by the Local Jobs First 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 Item 22AB.
       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 of their LIDP from Industry Capability Network (Victoria).
       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 LJF Guidelines for further details.
       2. The contents of a successful Tenderer’s final LIDP will be included in 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

In evaluating a Tender for an agreement for a project, the Principal will give weighting to the following parts in the specified amounts indicated in Annexure B - Evaluation Criteria.

* + 1. Further information and assistance
       1. The LJF Department has prepared the LJF Guidelines for Suppliers on the application of the Local Jobs First 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 Local Jobs First Policy. For further information or assistance, Tenderers can contact Industry Capability Network (Victoria):

Level 11, 10 Queens Road Melbourne VIC 3004  
(03) 9864 6700  
<https://icn.org.au/vic_home>

* + - 1. Tenderers must attend any briefing provided by the Principal on the Local Jobs First Policy.
    1. Deemed Hours Formula
       1. The Tenderer must acknowledge that it has read and understood the Local Jobs First Policy and LJF Guidelines as part of its response to this invitation.
       2. The LIDP must contain sufficient information to demonstrate to the reasonable satisfaction of the Principal that a minimum of 10 per cent of the Project Total Estimated Labour Hours will be undertaken by Apprentices, Trainees, or Cadets (either separately or in any combination).
       3. For the purposes of clause 1.9(b) the requisite 10 per cent of the Project Total Estimated Labour Hours is determined by the Deemed Hours Formula, and this calculation must be included in the LIDP.
       4. The Deemed Hours Formula must be applied for calculating the Project Total Estimated Labour Hours. Tenderers should refer to the LJF Guidelines for further details.
       5. Where the agreement includes significant maintenance or ongoing service components as part of the work under the agreement, the value of the maintenance or ongoing service components will be included as part of the overall agreement value for the purposes of calculating the Project Total Estimated Labour Hours to determine whether the Tenderer’s LIDP satisfies the minimum 10 per cent.

Annexure CA- Social Procurement Framework

1. Overview

1.1 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.

1.2 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 and trainees 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.

**1.3 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 Item 22C.

1. Definitions

**Building Equality Policy** or **BEP** meanstheVictorian 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 and trainees 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 a Project Specific Gender Equality Action Plan and.

**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 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 4, in response to this Request for Tender, by completing Tender Schedule 17.

**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
2. This clause 3 applies if Item 22D indicates that a Social Procurement Commitment Proposal is required. If required, the Social Procurement Commitment Proposal in the form set out at Tender Schedule 17 must be submitted as part of the Tender.
3. 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.
4. 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; and
   2. details its Building Equality Policy Commitments and how it plans to measure its performance against the Building Equality Policy Commitments and demonstrate compliance with the Building Equality Policy Commitments.
5. 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.
6. The Social Procurement Framework Outcomes identified in Table 1 of Tender Schedule 17 are prioritised by the Principal for this Request for Tender.
7. If indicated in Item 22E, in addition to the Social Procurement Framework Outcomes prioritised in Table 1 of Tender Schedule 17, Tenderers may also identify and respond to other Social Procurement Framework Outcomes in the Social Procurement Commitment Proposal.
8. Principal’s use of the Social Procurement Commitment Proposal
9. The Tenderer’s Social Procurement Commitment Proposal will be evaluated and weighted as set out in Annexure B – Evaluation Criteria.
10. The Principal may, at its discretion, request further information from, or hold discussions with, the Tenderer regarding its Social Procurement Commitment Proposal.
11. 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.
12. Further information and assistance
13. 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.
14. Tenderers can access further information and resources about the Building Equality Policy available at https://www.buyingfor.vic.gov.au/building-equality-policy-suppliers.
15. 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).

Annexure CB- 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 CB); and
2. high value procurement contracts (refer Definitions within this Annexure CB).
   * 1. For further information, bidders 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.
   1. Definitions

**FJC Department** means the Department of Jobs, Precincts 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 $10 million or more (exclusive of GST) under a contract valued at $20 million or more (exclusive of GST).

**threshold procurement contract** means a contract between a Tenderer and a Victorian Government agency with a value of $3 million or more (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 Tender Officer 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 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
     1. 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.
  4. Further information and assistance
     1. 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:

Ph: 13 22 15

vic.gov.au/fairjobscode

fairjobscode@ecodev.vic.gov.au

1. - Not in use
2. – Not in use
3. – 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.

1. 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).

1. 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.

1. 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;

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 the 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.

1. 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).

1. 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.

1. 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;

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:
2. the organisational structure for each project identifying the senior personnel, their responsibilities and the reporting lines;
3. the contact details of the people responsible for managing workplace relations matters;
4. 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;
5. the disputes resolution and grievance procedure; and
6. the process for managing subcontractor compliance with legal obligations.
7. A project specific Industrial Relations Plan that:
8. assesses the workplace relations risks specific to that project;
9. outlines approaches tailored to manage those specific risks;
10. outlines a contingency plan to respond to unforeseen risks;
11. outlines the proposed approach to compliance with legal obligations under relevant Commonwealth and State legislation, and industrial instruments including:
12. Commonwealth workplace relations legislation;
13. applicable enterprise agreements and modern awards;
14. applicable project agreements;
15. Victorian long service leave legislation;
16. Victorian occupational health and safety legislation;
17. Victorian workers compensation legislation;
18. Victorian and Commonwealth equal opportunity, anti-discrimination and charter of human rights and responsibilities legislation;
19. legislation relating to the operation of superannuation;
20. Victorian legislation relating to the use of labour hire; and
21. Victorian legislation relating to wage theft;
22. proposed approach to managing employee’s entitlements;
23. outlines policies and procedures that detail the approach that will be taken to the selection, engagement and management of subcontractors; and
24. outlines strategies that will be put in place to ensure subcontractors comply with their legal obligations.
25. outlines strategies that will be put in place to ensure subcontractors comply with their legal obligations;
26. 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 values at $3 million or more)*; and
27. 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 $3 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

3. 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 $3 million or more (exclusive of GST),
2. a subcontractor proposed for a subcontract valued at $10 million or more (exclusive of GST) under a contract valued at $20 million or more (exclusive of GST) **holds** a Fair Jobs Code Pre-Assessment Certificate,

unless sections 4.3 or 4.4 of theFair Jobs Code apply.

1. the supplier of Works has **submitted to the satisfaction of the Agency** 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 December 2022.**

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 $3 million or more (exclusive of GST);
2. a subcontractor proposed for a subcontract valued at $10 million or more (exclusive of GST) under a contract valued at $20 million or more (exclusive of GST) holds a Fair Jobs Code Pre-Assessment Certificate;

unless sections 4.3 or 4.4 of theFair 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.

# 

# PART C - Tender Returnables

Tender Form

Tender Deed Poll

Date

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

**in favour of**

[***insert***] **ABN** [***insert***] of [***insert*** (**Principal**)

The Tenderer hereby offers to execute the Works, all in accordance with the Tender Documents for the fixed lump sum stated below. This Tender complies with all requirements of the Tender Documents.

* 1. Contract Sum

The Tenderer's offered price is $[***insert***] (excluding GST), a detailed breakdown of which is 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): |  |

[***Note to Tenderers:*** ***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.***]

* 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; and
      3. any other information lodged with the Tender Schedules.
  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?** |
| --- | --- | --- |
| * + - 1. ( | Tender Schedule 1 - Contract Sum breakdown | Yes/No |
| * + - 1. ( | Tender Schedule 2 - Proposed Key People | Yes/No |
|  | Tender Schedule 3 - Program | Yes/No |
| * + - 1. ( | Tender Schedule 4 - Tender Design  *(Drafting note:* *Optional: to be included if the Tenderers are required to perform any design during the Tender Process. If not required, include "not used" to retain numbering.)* | Yes/No |
| * + - 1. ( | Tender Schedule 5 - Tender's Insurance Details | Yes/No |
| * + - 1. ( | Tender Schedule 6 - Proposed Subcontractors | Yes/No |
|  | Tender Schedule 7 - Industrial Relations, Work Health and Safety and Quality Assurance | Yes/No |
| (ga) | Tender Schedule 7A – Occupational health and safety management | Yes/No |
| (gb) | Tender Schedule 7B – Industrial relations management | Yes/No |
| (gc) | Fair Jobs Code Pre-Assessment Certificate  *(Drafting note: Optional to be included if Fair Jobs Code applies. If not required, include "not used" to retain numbering.)* | Yes/No |
| (gd) | Fair Jobs Code Plan or Fair Jobs Code Addendum  *(Drafting note: Optional to be included if Fair Jobs Code applies. If not required, include "not used" to retain numbering.)* | Yes/No |
|  | Tender Schedule 8 - Contract | Yes/No |
|  | Not used  *(Drafting Note: Do not delete this line to retain numbering.)* |  |
|  | Tender Schedule 10 – Local Jobs First  *(Drafting note: Optional to be included if Local Jobs First applies. If not required, include "not used" to retain numbering.)* | Yes/No |
|  | Tender Schedule 11 - Not used  *(Drafting Note: Do not delete this line to retain numbering.)* |  |
|  | Tender Schedule 12 - Tenderer's Current Workload | Yes/No |
|  | Tender Schedule 13 - Tenderer's Past Performance | Yes/No |
|  | Tender Schedule 14 - Financial Information | Yes/No |
|  | Tender Schedule 15 - Commitment to the Victorian State Government Supplier Code of Conduct | Yes/No |
| (oa) | Tender Schedule 15A – Declaration of probity issues | Yes/No |
|  | Tender Schedule 16 - Collusive Tendering - Statutory Declaration | Yes/No |
|  | Tender Schedule 17 – Social Procurement Framework  *(Drafting note: Optional to be included if the Social Procurement Framework applies. If not required, include "not used" to retain numbering.)* | Yes/No |

* 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 Works;
      3. 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 work under the Contract or to carry out the work under the Contract 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, it continues to meet the requirements or standards for that pre-qualification process;
      5. 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. the information contained in the Tender is accurate and complete;
      7. 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

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;
      2. if an actual, potential or perceived probity issue arises, or appears likely to arise, after the lodgement of its Tender, the Tenderer will:
         1. 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
         2. take all steps required by the Principal to prevent, end, avoid, mitigate, resolve or otherwise manage the actual, potential or perceived probity issue;
      3. it 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 Tender Officer 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; and
      4. 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 6(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, despite the Principal not being a party to this Tender.

* 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 day of .

**Executed** as a deed poll.

|  |  |  |  |
| --- | --- | --- | --- |
| **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 |  |  |  |

Tender Schedules

[***Drafting Notes: Agencies to consider the following for the specific project:***

* ***whether Tenderers should be requested to provide an outline project execution plan or detailed contractor's activity proposal requiring the Tenderers to outline how they will deliver the Works and carry out the work under the Contract.***
* ***whether requirements should be included for the Tenderers to bid back certain key Project Plans; and***
* ***whether page limits on Tender Schedules should be specified.***]

Tender Schedule 1  
Contract Sum breakdown

[***Drafting Note: This schedule will need to be prepared based upon the price mechanism for the Contract and any other details required, e.g. lump sum, breakdown of lump sum, cost schedule, schedule of rates.***]

The Tenderer is requested to complete this Tender Schedule 1 in accordance with clause 5.3.

1. **Contract Sum**

[***Drafting Note: Include the following where the Contract is a lump sum contract. Delete where not applicable.***]

**Lump sum Contract Sum**

The Tenderer must provide a lump sum Contract Sum as follows:

|  |  |  |
| --- | --- | --- |
| Contract Sum: | $[***insert***] | (GST exclusive) |

**Breakdown of Contract Sum**

The Tenderer must provide a breakdown of the lump sum Contract Sum which fully and clearly provides details of how the lump sum Contract Sum has been calculated. The breakdown should clearly itemise and identify each amount in respect of at least the following:

|  |  |
| --- | --- |
| [***Insert e.g. building elements, sections, trades, stages etc.***] | $[***insert***] (GST exclusive). |
| Security | $[***insert***] (GST exclusive). |
| Insurances | $[***insert***] (GST exclusive). |
| [Tenderer to insert additional items] | $[***insert***] (GST exclusive). |
| **Contract Sum** | $[***insert***] (GST exclusive). |

[***Drafting Note: Include the following where the Contract is part lump sum and part schedule of rates. Delete where not applicable.***]

**Lump sum forming part of the Contract Sum**

The Tenderer must provide a lump sum forming part of the Contract Sum as follows:

|  |  |  |
| --- | --- | --- |
| Lump sum forming part of the Contract Sum: | $[***insert***] | (GST exclusive) |

**Breakdown of lump sum forming part of Contract Sum**

The Tenderer must provide a breakdown of the lump sum forming part of the Contract Sum which fully and clearly provides details of how the lump sum forming part of the Contract Sum has been calculated. The breakdown should clearly itemise and identify each amount in respect of at least the following:

|  |  |
| --- | --- |
| [***Insert e.g. building elements, sections, trades, stages etc.***] | $[***insert***] (GST exclusive). |
| Security | $[***insert***] (GST exclusive). |
| Insurances | $[***insert***] (GST exclusive). |
| [Tenderer to insert additional items] | $[***insert***] (GST exclusive). |
| **Contract Sum** | $[***insert***] (GST exclusive). |

[***Drafting Note: Include the following if a Schedule of Rates will be used for calculating the Contract Sum (in whole or in part). Delete where not applicable.***]

**Schedule of Rates for calculating Contract Sum**

The Tenderer must provide a Schedule of Rates as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Unit** | **Quantity** | **Rate/Price** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. **Table of Variation Rates and Prices**

The Tenderer must provide a Table of Variation Rates and Prices which is to apply for the purposes of clause 40.5 of the Contract as follows:

|  |  |  |
| --- | --- | --- |
| **Role / Position / Item** | **Unit** | **Rate / Price** |
| [***Tenderer to insert relevant Contractor personnel***] | Hour | $[***insert***] (GST exclusive). |
| [Work, items, materials, goods] | [***insert***] | $[***insert***] (GST exclusive). |
| [Tenderer to insert additional items] | [***insert***] | $[***insert***] (GST exclusive). |

The rates and prices must not include any allowance for non-time related on-site overheads and preliminaries or off-site overheads and profit.

The Tenderer must also provide the following percentages which are to apply for the purposes of clause 40.5 of the Contract:

|  |  |
| --- | --- |
| Percentage of amount determined for non-time related on site overheads and preliminaries | [***insert***]% |
| Percentage of amount determined for off-site overheads and profit | [***insert***]% |

1. **Anticipated Monthly Cashflow**

The Tenderer is requested to provide an anticipated monthly cash flow for payment of the Contract Sum.

[***Drafting Note: This following section to be included if the progress payments are stage-based. If not used, delete this section.***]

The Tenderer must provide an anticipated stage-based cash flow for payment of the Contract Sum following completion of the stages for payment described in Annexure Part A of the Contract as follows:

|  |  |
| --- | --- |
| [***Insert stage for payment from Contract.***] | $[***insert***] (GST exclusive). |
| [***Insert stage for payment from Contract.***] | $[***insert***] (GST exclusive). |
| [***Insert stage for payment from Contract.***] | $[***insert***] (GST exclusive). |
| **Contract Sum** | $[***insert***] (GST exclusive). |

Tender Schedule 2  
Proposed Key People

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

* + - 1. Contractor's representative;
      2. [*insert others*],

describing their respective roles and the percentage of time each of the above persons would be dedicated to work under the Contract.

An organisational chart and curriculum vitae for each person 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).

| **Position** | **Name** | **Time on Contractor's activities** | **Nature and extent of experience** |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Tender Schedule 3  
Program

1. Content of the program

The Tenderer is required to complete this Tender Schedule by showing its proposed:

1. order of work;
2. period of time or times for carrying out each of design, documentation and construction activities including off-Site activities;
3. key dates;
4. completion dates (or time period from which it is given access to the Site); and
5. monthly cash flow table.

The Tenderer is also required to show the percentage of time against activities each of the Tenderer's proposed key people would be dedicated to work under the Contract.

**Format of the program**

The program must be in the format identified in the Tender Particulars.

**Allowances in the program**

The program must allow for all necessary reviews, consents and approvals.

[***Note to Tenderers: The Tenderer should note that the program will not form part of the Contract but will form the basis of the initial program submitted by the preferred Tenderer under the Contract.***]

Tender Schedule 4  
Tender Design

[***Drafting Note: to be included if the Tenderers are required to perform any design during the Tender Process. To maintain Tender Schedule numbering, to be [Not Used] if design is not relevant to the Project.***]

The Tenderer is requested to prepare and provide a preliminary design solution for the Works. [***Drafting Note: Agencies to include any specific requirements for the tender design.***].

The Tenderer should note that:

* + - 1. any preliminary design solution for the Works must not include the installation of Prohibited Cladding Products into any building work in connection with buildings of Type A or Type B Construction;
      2. subject to paragraph (c), the design solution provided by the successful Tenderer will form part of the Preliminary Design incorporated into the Contract; and
      3. the Principal reserves the right to negotiate the design solution provided by the Tenderer before entering into any Contract with the successful Tenderer.

#### Where used in this Tender Schedule 4:

Type A Construction has the meaning given to it in Part C1 of the BCA Volume One.

Type B Construction has the meaning given to it in Part C1 of the BCA Volume One.

[***Drafting Note: to be considered on a Project specific basis. The tender design solution will not always form part of the Preliminary Design including, for example, if the tender design solution related to an Optional Item that is not awarded to the successful Tenderer, if the Principal does not accept the tender design solution proposed or the Principal would prefer to specify the requirements in the Principal's Project Requirements.***]

Tender Schedule 5  
Tenderer's Insurance Details

[***Drafting Note: to be completed on a Project specific basis. For example, to take into account any Principal effected and maintained insurance policies, any Project specific insurance policies (e.g. marine transit insurance etc.) and to request policy information as required (e.g. information on excesses and deductibles etc.).***]

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

Tender Schedule 6  
Proposed Subcontractors

The Tenderer must set out below the work which it proposes to subcontract together with a list of the subcontractors to whom it proposes to subcontract this work or from whom it proposes to call tenders.

Curriculum vitae of each subcontractor are also to be submitted. 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 CB.

When the Fair Jobs Code provisions relating to Significant Subcontractors (see Annexure CB for the definition of Significant Subcontractor) 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 where the answer to Column C is ‘Yes’.

| **Column A**  **Work to be Subcontracted** | **Column B**  **Name of Proposed Subcontractor** | **Column C**  **Value of proposed subcontract meets the Fair Jobs Code definition of Significant Subcontractor** | **Column D**  **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:** |

Tender Schedule 7  
Industrial Relations, Work Health and Safety and Quality Assurance

The Tender is required to provide details of the Tenderer's:

* + - 1. industrial relations record (as set out in Tender Schedule 7B);
      2. Industrial Relations Management Plan (as set out in tender Schedule 7B);
      3. Work health and safety record (as set out in Tender Schedule 7A);
      4. Work health and safety management systems (as set out in Tender Schedule 7A); and
      5. capacity to comply with quality assurance system obligations.

Tender Schedule 7A  
Occupational health and safety management

The Tenderer is required to complete this Tender Schedule 7A.

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

* being assessed as complying with the occupational health and safety management evaluation criteria listed in Annexure F 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 F.

The Tenderer must complete either Option 1 or Option 2 of this Tender Schedule 7A.

* If the Tenderer holds pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers, complete Tender Schedule 7A Option 1
* If the Tenderer does not hold pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers, complete Tender Schedule 7A Option 2

**Tender Schedule 7A 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 works or construction related services 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

**Tender Schedule 7A 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 F.

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>
* submission of 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:

* submission of 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 7A – Option 2.

Tender Schedule 7B  
Industrial relations management

The Tenderer is required to complete this Tender Schedule 7B.

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

* being assessed as complying with the industrial relations 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 industrial relations management evaluation criteria listed in Annexure G.

The Tenderer must complete either Option 1 or Option 2 of this Tender Schedule 7B.

* If the Tenderer holds pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers, complete Tender Schedule 7B Option 1
* If the Tenderer does not hold pre-qualification with the Construction Supplier Register or other approved register of pre-qualified suppliers, complete Tender Schedule 7B Option 2

Option 1 and Option 2 of this Tender Schedule 7B is divided into:

* Supplier of Works
* Supplier of Construction Services.

Complete the Option relevant to this RFT.

**Tender Schedule 7B 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 G evaluation criterion 2, to this Tender Schedule 7B Option 1Supplier 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 6, including details required for the Fair Jobs Code:
* Criterion 6 - completing and submitting Tender Schedule 7D.

Note – Tenderers holding pre-qualification are not required to complete Tender Schedule 7C.

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 works or construction related services 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.

**Tender Schedule 7B 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 6, including details required for the Fair Jobs Code:
* Criterion 3 - completing and submitting Tender Schedule 7D.

Note – Tenderers holding pre-qualification are not required to complete Tender Schedule 7C.

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 works or construction related services 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.

**Tender Schedule 7B 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 G.

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 7B Option 2 Supplier of Works:

* Tenderer’s Industrial relations policy
* 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 7C.

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 7B 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 7C.
* Criterion 5 – completing and submitting Tender Schedule 6, including details required for the Fair Jobs Code:
* Criterion 6 - completing and submitting Tender Schedule 7D.

**Tender Schedule 7B 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 G.

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

* Criterion 1 - completing and submitting Tender Schedule 7C.
* Criterion 2 – completing and submitting Tender Schedule 6, including details required for the Fair Jobs Code:
* Criterion 3 - completing and submitting Tender Schedule 7D.

**Tender Schedule 7C  
Fair Jobs Code Pre-Assessment Certificate**

The Fair Jobs Code is described at Annexure CB.

Note – Tenderers holding pre-qualification are not required to complete Tender Schedule 7C.

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.

**Tender Schedule 7D  
Fair Jobs Code Plan or Fair Jobs Code Addendum**

The Fair Jobs Code is described at Annexure CB.

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 7D.

Tender Schedule 8  
Contract

1. **Contract**

This paragraph 1 only applies if it is indicated in Item 15 that departures from the Contract are applicable.

The Tenderer is to either:

* + - 1. confirm that it accepts the terms of the Contract, including the Formal Instrument of Agreement and the Conditions of Contract, as set out in the Tender Documents; or
      2. state which terms it is not able to accept and specify the alternative terms which it proposes. This must be done by providing a "mark-up" of the Contract showing the exact changes in wording proposed, together with a full explanation set out within the relevant document detailing:
         1. the reasons for the proposed amendment; and
         2. the benefits to the Principal if it accepts the proposed amendment.

The Principal will take the commercial and risk allocation implications of such amendments into account when evaluating the Tenderer's Tender Schedule 8.

**Tender Schedule 9 –   
Not used**

Tender Schedule 10  
Local Jobs First

[***Drafting Note: This Tender Schedule only applies for projects where an LIDP is required (Alternative 1, 2, 3 or 4 in Item 22). To maintain Tender Schedule numbering, to be [Not Used] if not required.***]

**Acknowledgement letter for Tenderer’s LIDP**

Tenderer’s 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 Item 22AB.

Tenderers are required to consult with the Industry Capability Network (Victoria) Ltd for certification of their LIDP.

Tender Schedule 11  
Not used

Tender Schedule 12  
Tenderer's Current Workload

[***Drafting Note: To be included if not a requirement in any EOI or Pre-Qualification phase.***]

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** | **Date Due for Completion** | **Value Outstanding at Date of Tender** |
| --- | --- | --- | --- | --- |
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Tender Schedule 13  
Tenderer's Past Performance

[***Drafting Note: To be included if not a requirement in any EOI or Pre-Qualification phase.***]

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;
      2. the agreed contract price and date for completion;
      3. the end contract price and date of completion (and reasons for any variance);
      4. the number of variations and extensions of time;
      5. 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;
      6. details of any innovations on these projects;
      7. details of problems which arose and how they were overcome;
      8. any added value for money achieved on these projects;
      9. a referee from both the owner/principal and its lead consultant on the project; and
      10. details of any best practice initiatives.

Tender Schedule 14  
Financial Information

[***Drafting Note: To be included if not a requirement in any EOI or Pre-Qualification phase.***]

1. **Audited Financial Statements**

Tenderers must provide:

***[Drafting Note: Agencies to consider what financial information they require.]***

* + - 1. [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, as at the Date of Contract, it will be in a position to provide the Security required by clause 5 of the Contract; and
      2. provide evidence from each relevant financial institution or insurance company giving the Security that:
         1. it has the Required Rating; and
         2. that the relevant security will be in the form required by clause 5 of the Contract and set out in Annexure Part A of the Contract.

1. **Proposed parent guarantor**
   * + 1. This clause only applies if Item 16 indicate that a parent company guarantee is required.
       2. Each Tenderer must provide:
          1. details of the proposed guarantor who will give a parent company guarantee. Where a Tenderer:

is a single entity, the proposed guarantor must be the ultimate holding company of the Tenderer (as defined in the *Corporations Act 2001* (Cth));

comprises two or more persons a parent company guarantee will be required for each person comprising the Tenderer and the proposed Guarantor for each such person must be its ultimate holding company (as defined in the *Corporations Act 2001* (Cth);

* + - * 1. confirmation that each proposed guarantor is willing to give the parent company guarantee in favour of the Principal and as otherwise required by the Conditions of Contract (where it is described as a "deed of guarantee and indemnity";
        2. detailed audited financial statements of the proposed guarantor for the last three financial years; and
        3. certified copies of cashflow and profit and loss statements for the proposed guarantor.

**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.

**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.

Tender Schedule 15  
Commitment to the Victorian State Government Supplier Code of Conduct

1. On behalf of the Tenderer, I acknowledge that:
   * + 1. the Victorian State Government (**the State**) is committed to ethical, sustainable and socially responsible procurement;
       2. 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:
          1. integrity;
          2. ethics and conduct;
          3. conflicts of interest;
          4. gifts, benefits and hospitality;
          5. corporate governance;
          6. labour and human rights;
          7. health and safety; and
          8. environmental management;
       3. 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;
       4. to ensure that the Code remains current and relevant, it may be amended or updated by the State; and
       5. 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:
   * + 1. confirm that the Tenderer has read and understands the State's expectations of suppliers as set out in the Code;
       2. provide a commitment that if selected to supply goods and / or services to any State department or public body the Tenderer will:
          1. periodically check with reasonable frequency for updates and amendments to the Code;
          2. aspire to meet the State's expectations of suppliers as set out in the Code, including as updated or amended by the State; and
       3. confirm that at the time of submitting this tender, the Tenderer acknowledges that it is unaware of any breach to the Code.

Name:

Signed:

Tender Schedule 15A  
Declaration of probity issues

Refer to Clause 12(b)(ii)

**Tenderer**

Provide details of any actual, potential or perceived probity issues of the Tenderer which may cause a probity issue with this RFT.

Provide details of actions to prevent or manage the probity issues held by the Tenderer.

**Tenderer’s Associates**

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.

Provide details of actions to prevent or manage the probity issues held by Associates of the Tenderer.  
Identify each Associate, and list actions for each Associate separately,

Tender Schedule 16  
Collusive Tendering - Statutory Declaration

**I,**

**of                                                                                                                           in the State of Victoria**

**do solemnly and sincerely declare that in relation to the Tender**

**THAT**

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.

**AND I make this solemn declaration conscientiously  
believing the same to be true and by virtue of the  
provisions of an Act of the Parliament of Victoria  
rendering persons making a false declaration  
punishable for wilful and corrupt perjury.**

**DECLARED at                                                                           )  
in the State of Victoria this                                                       )  
day of                                                                                       )  ............................................................  
Two thousand                                                                          )**

**Before me  ........................................................................................................**(A person authorised under the *Evidence (Miscellaneous Provisions) Act* 1958 (Vic) to take Statutory Declarations)

Tender Schedule 17  
Social Procurement Commitment Proposal

[***Drafting 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 this Request for Tender.***

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

This Tender Schedule 17 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**

**[*Drafting Note:***

***Agencies must 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.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:***

* + - 1. ***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. This will direct Tenderers to the appropriate Response Tables 1 – 8 inclusive in Section 2 Social Procurement Response Tables that 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.***

* + - 1. ***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 17 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 Disadvantaged Victorians | 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 disadvantaged Victorians | Job readiness and employment for disadvantaged Victorians by suppliers to the Victorian Government.  Disadvantaged Victorians may include, but are not limited to:   * Long-term unemployed people or those at risk of long-term unemployment; * Single parents; * Migrants, refugees and asylum seekers; * Workers in transition; and * Young people (previously disengaged youth) | 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 disadvantaged Victorians.

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 Item 22E of the Tender Particulars indicate 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**

*[Drafting note: If Item 22E of the Tender Particulars indicates that the Tenderer is not permitted nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table is not identified in Table of Section 1, delete this Response Table.]*

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed  Yes  No  
***[Drafting note: Select option applying. Ensure that this selection is the same as that shown in Table 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**

*[Drafting note: If Item 22E of the Tender Particulars indicate that the Tenderer is not permitted nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table is not identified in the table at Section 1, delete this Response Table1.]*

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed  Yes  No ***[Drafting note: Select option applying. Ensure that this selection is the same as that shown in Table 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**

*[Drafting note: If Item 22E of the Tender Particulars indicate that the Tenderer is not permitted nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table is not identified in Table 1 of Section 1, delete this Response Table.]*

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed  Yes  No ***[Drafting 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**

*[Drafting note: If Item 22E of the Tender Particulars indicate that the Tenderer is not permitted nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table is not identified in Table 1 of Section 1, delete this Response Table.*

***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 ***[Drafting 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**

Drafting note: *For publicly funded construction projects where the Building Equality Policy applies, Departments and 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 ***[Drafting 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](http://means) a person whom an employer has undertaken to train under a Training Contract. 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.

**Deemed Hours Formula** has the same meaning as Deemed Hours Formula in the Local Jobs First Policy Agency Guidelines as amended from time to time and accessible at [www.localjobsfirst.vic.gov.au/](https://localjobsfirst.vic.gov.au/).

**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)** meanspeople 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
* 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.

**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 a person (other than an Apprentice) employed under a Training Contract. Traineeships are undertaken under a Training Contract between an employer and a trainee that combines training with paid employment. Traineeships are undertaken at Certificate II level and above including Diploma and Advance Diploma. Traineeships can be in areas including business services, information technology or community services. Traineeships typically have a duration of one to two years and are competency based. For the purposes of the Building Equality Policy Commitments, only Trainees primarily working onsite and undertaking a traineeship related to onsite building and construction work may be counted against the minimum Building Equality Policy Commitments. 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.

| **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 for apprentices and trainees.   Tenderers are to use the Deemed Hours Formula to calculate their 4% target for Action 2.  *For example: If the deemed hours 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 (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 Deemed Hours Formula:  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 disadvantaged Victorians**

*[Drafting note: If If Item 22E of the Tender Particulars indicate that the Tenderer is not permitted nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table is not identified in Table 1 of Section 1, delete this Response Table.]*

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed  Yes  No  
***[Drafting 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:

**Asylum seekers** means a temporary resident seeking protection. If their application for political asylum is granted then they will be classified as a refugee. If their application for political asylum is rejected, they are generally required to leave Australia and will no longer be considered a refugee or asylum seeker. Asylum seekers are at risk of being long-term unemployed (face significant barriers to employment).

**Disadvantaged Victorians** means people who reside in Victoria and meet the definition of one or more of the following cohorts:

* Long-term unemployed people or those at risk of long-term unemployment;
* Single parents;
* Migrants, refugees and asylum seekers;
* Workers in transition; and
* Young people.

**Young people** means young people aged between 15 and 24 years and residing in Victoria who:

* are Australian citizens, permanent residents or temporary residents under Australia’s refugees and humanitarian program who hold visas with work entitlements
* are not engaged in education, employment or training (NEET).

**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.

**Long term unemployed people** means jobseekers residing in Victoria who:

* are Australian citizens, permanent residents or temporary residents under Australia’s refugees and humanitarian program who hold visas with work entitlements; and
* have been unemployed for six months or more.

**Migrants** means persons residing in Victoria who have migrated to Australia and:

* are Australian citizens, permanent residents or temporary residents under Australia’s refugees and humanitarian program who hold visas with work entitlements; and
* are at risk of being long-term unemployed (face significant barriers to employment).

**Refugees** means a person residing in Victoria who:

* is a migrant under Australia’s refugees and humanitarian program. They are permanent residents and continue to be categorised as refugees after they have migrated to Australia
* is at risk of being long-term unemployed (face significant barriers to employment).

**Significant barriers to employment** may include:

* lack of local work experience
* language
* lack of relevant vocational skills
* lack of networks
* lack of understanding of the labour market and job search techniques
* care responsibilities
* health difficulties (including mental health)
* family violence
* housing issues, and / or
* criminal records.

**Single parents** means sole parents residing in Victoria who:

* are Australian citizens, permanent residents or temporary residents under Australia’s refugees and humanitarian program who hold visas with work entitlements;
* are responsible for dependent children (either living in the household or outside the household); and
* are at risk of unemployment or becoming long-term unemployed (face significant barriers to employment).

**Workers in transition** means persons residing in Victoria who:

* are Australian citizens, permanent residents or temporary residents under Australia’s refugees and humanitarian program who hold visas with work entitlements
* are retrenched or facing pending retrenchment due to business closure or industry transition, and
* are at risk of being long-term unemployed (face significant barriers to employment).

| **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 Disadvantaged Victorians? |  |  | *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 Disadvantaged Victorians (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 Disadvantaged Victorians? |  |  | *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, Disadvantaged Victorians? |  |  | *Instruction to Tenderer: If ‘YES’, explain:*   * *the extent of job readiness activities and employment of Disadvantaged Victorians (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 Disadvantaged Victorians during the term of this Contract? |  |  | *Instruction to Tenderer: If ‘YES’:*   * *identify which cohort/s of Disadvantaged Victorians the Tenderer will prioritise during the term of this Contract (one or more of the cohorts may be prioritised):*   *Long-term unemployed people*  *Single parents*  *Migrants, refugees and asylum seekers*  *Workers in transition*  *Young people (previously Disengaged Youth)*   * *explain the specific commitment the Tenderer is making to increase employment of Disadvantaged Victorians during the term of this Contract (for example, number, type, duration, location);* * *explain how the Tenderer will identify / recruit Disadvantaged Victorians 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**

*[Drafting note: If Item 22E of the Tender Particulars indicate that the Tenderer is not permitted nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table is not identified in Table 1 of Section 1, delete this Response Table.]*

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed  Yes  No ***[Drafting 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**

*[Drafting note: If Item 22E of the Tender Particulars indicate that the Tenderer is not permitted nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, and this Response Table is not identified in Table 1 of Section 1, delete this Response Table.]*

Outcomes in this Social Procurement Response Table have been prioritised by the Principal and must be completed  Yes  No ***[Drafting 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 Tender Officer 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**

[Drafting note: *If Item 22E* of the Tender Particulars indicate that the Tenderer is not permitted nominate additional Social Procurement Frameworks Outcomes in addition to the Social Procurement Frameworks Outcomes prioritised by the Principal, *and this Response Table is not identified in Table 1 of Section 1, delete this Response Table.*

***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 ***[Drafting 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 Planand 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 **management/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 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 Advisory Council | Victorian Government (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 to 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 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 Organisations 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 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/> | 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** f**ound 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 Equalilty 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. Overtime 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 Advisory Council | Victorian Government (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 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.  [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 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 (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 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 (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 Organisations 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 Organisations 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 Organisations 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 incentive 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 a 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 attendances list 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 name: 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