

# Attachment C-4: Grievance Process

## GRIEVANCE PROCEDURE APPLICABLE TO SUBMISSIONS FOR RFT PROCESS CONDUCTED BY VICFORESTS

### 1 Objectives

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

### 2 Interpretation

#### 2.1 Definitions

In this document unless the context otherwise requires:

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

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

**Contract** means the agreement to provide services as contemplated by the Tender Process.

**Grievance** means the complaint by a Participant in connection with the Tender process.

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

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

**Tender Documentation** means the document titled "VicForests Harvest and Haulage Services Northeast Region, RFT 2021.2 released on or around **13 September 2021** any other documents so designated by VicForests including all schedules, exhibits and annexures, and as amended or replaced from time to time

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

**Tender Process** means the process described by Tender Documentation, including the following phases:

- (a) the issue of the Tender documentation to potential Participants;
- and

OR

- (b) the termination of the Tender Process described in the Tender Documentation,

whichever occurs first, but excluding any discussions, correspondence and exchange of documentation prior to the issue of the Tender to the Participant by VicForests.

**Participant** means a person that participates in the Tender.

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

## **2.2 Interpretation**

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) a gender includes the other gender;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) “includes” means “includes without limitation”;
- (e) a reference to a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority and includes the person’s legal personal representatives, successors, assigns and persons substituted by novation; and
- (f) if the date on or by which any act must be done is not a Business Day, the act must be done on or by the next Business Day.

## **2.3 Headings**

Headings do not affect the interpretation of this document.

## **3 Submission of Grievance**

**3.1** Grievances about the Tender must be submitted to the Tender Manager in writing, by email to the address specified in the Tender Documentation.

**3.2** The Grievance must be received by the Tender Manager immediately upon:

- (a) the cause of the Grievance arising or becoming known to the Aggrieved Participant; or
- (b) by 5.00 pm on the day which is two Business Days after the Aggrieved Participant has received a notification from VicForests pursuant to **Section 23** of the Tender Documentation,

which ever occurs first.

**3.3** The Grievance must set out:

- (a) the basis for the Grievance (specifying the issues involved);
- (b) how the subject of the Grievance (and the specific issues) affects the Aggrieved Participant;
- (c) any relevant background information; and
- (d) the outcome desired by the Aggrieved Participant.

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

#### **4 Grievance Panel**

- 4.1** Grievances will be determined by a Grievance Panel that consists of the following:
- (a) Chief Executive Officer of VicForests
  - (b) Sales and Distribution Manager or the General Manager of Operations, VicForests
  - (c) Suitably qualified person external and independent of VicForests who has knowledge of the forest industry, and
  - (d) any other person nominated by the Chief Executive Officer of VicForests.
- 4.2** Grievances will be determined by the Grievance Panel in accordance with the Grievance Procedure in **clause 5**.
- 4.3** By participating in the Grievance Process, each Aggrieved Participant acknowledges that the Grievance Panel is empowered and authorised to hear the Grievance and make a final determination in relation to the Grievance, provided such determination is done in accordance with this Grievance Procedure.

#### **5 Grievance Procedure**

- 5.1** Upon submission of the Grievance by the Aggrieved Participant, the Tender Manager will contact the Aggrieved Participant to arrange for a time convenient to the Aggrieved Participant to make an oral submission to the Grievance Panel.
- 5.2** The Grievance Panel will hear oral submissions
- (a) at the office of VicForests on the date(s) notified to Aggrieved Participant;
  - (b) by
    - (i) the Aggrieved Participant: and
    - (ii) any other person the Grievance Panel considers appropriate;
  - (c) which must be made:
    - (i) in person;
    - (ii) represented by a representative in person; or
    - (iii) by telephone if the Aggrieved Participant is unable to attend in person; and
  - (d) that are to be no longer than 45 minutes in duration.
- 5.3** The Probity Officer shall be entitled to be present when oral submissions are made by an Aggrieved Participant to the Grievance Panel and may only participate to the extent contemplated by this Grievance Process or otherwise as permitted by the Grievance Panel.
- 5.4** The Grievance Panel may allow any other person it considers appropriate to attend the hearing of oral submissions and/or any other part of the Grievance Process.

- 5.5** The Grievance Panel shall be entitled to record the hearing of Grievances by such means as it sees fit.
- 5.6** The Grievance shall be determined having regard to the following factors only:
- (a) the operation and content of the Tender documentation;
  - (b) any documents executed by the Aggrieved Participant relevant to the Tender Process;
  - (c) the Aggrieved Participant's participation in the Tender Process;
  - (d) the operation of the Tender Process or any part thereof;
  - (e) any information provided by external consultants engaged by VicForests to provide assistance and advice to VicForests on the operation of the Tender Process or any part thereof);
  - (f) any recommendations made by the Probity Officer; and
  - (g) any other matters the Grievance Panel considers relevant.

## **6 Determination is final, binding and conclusive**

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

## **7 Confidentiality**

- 7.1** Each Aggrieved Participant authorises and consents to the use of any personal information provided in connection with the rules of the Tender process for the purposes set out herein, subject only to the *Privacy Act 1988* (Cth) and any other applicable legislation. Without limiting the forgoing, such information may be used by the Grievance Panel as reasonably necessary to determine any Grievance.
- 7.2** Subject to the terms of this document and any professional advice to be obtained, the Grievance Panel and each Aggrieved Participant must maintain as confidential the Grievance, application of the Grievance Procedure and the determination of the Grievance.