**Model clauses for procurement of uniforms and PPE**

This document should be read with regard to the “Guide to procuring Uniforms and Personal Protective Equipment (PPE)” (**Guide**) issued by the Victorian Government Purchasing Board (**VGPB**).

**VGPB documentation**

References defined below are to the following documents, available through the “Market Approach Templates” section of the VGPB website:

* **ITS** means the “Invitation to Supply”;
* **VGPB agreements** means:
	+ the “Agreement for the supply of goods standing offer (sole entity purchase)”; and
	+ the “Agreement for the supply of goods-one off purchase”,

but not the “General conditions for the supply of Goods”, which should not be used for procurement of uniforms and PPE.

**Additional definitions**

In this document, **Ethical Supplier Register** means the Uniforms and Personal Protective Equipment (PPE) Ethical Supplier Register maintained by the Department of Treasury and Finance.

**Local manufacture**

**This wording should be included in “Part A.2 – Specifications” of the ITS, and in the “Specifications” in the relevant schedule of the VGPB agreement to be used for the procurement, which is distributed as part of the ITS:**

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| *The Goods, if they are able to be manufactured locally, must be locally manufactured. This means:* * ***(locally)*** *the Goods must be manufactured within Australia or New Zealand;*
* ***(manufactured)*** *the Goods must be substantially transformed: for example, a clothing item substantially transformed from fabric to a garment through the “cut, make and trim” process; and*
* ***(able to be locally manufactured)*** *that there exists within Australia or New Zealand a genuine market and manufacturer(s) who are able to manufacture the Goods.*
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Note that the VGPB agreements expressly provide that Goods must comply in all respects with the Specifications. If the Goods do not meet the requirements of the Specifications (including the Specification that the Goods be locally manufactured), purchasers may reject the Goods and are not obliged to pay for them.

**Accreditation and compliance**

Under the Guide, where a procurement relates to locally manufactured clothing, footwear or personal protective equipment, suppliers must be registered on the Ethical Supplier Register before executing a binding contract for the supply of the Goods.

The VGPB agreements contain a requirement that the Supplier must comply with the State’s policies and procedures notified to the Supplier in writing from time to time.

**Instruction: This wording must be included in “Part 12.1 – Definitions” of the ITS and clause 1.1 “Definitions” of the relevant VGPB agreement, if the Goods include locally manufactured clothing, footwear or personal protective equipment:**

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| ***Ethical Supplier Register***  | *The Uniforms and Personal Protective Equipment (PPE) Ethical Supplier Register maintained by the Department of Treasury and Finance.* |

**Instruction: This wording must be included in “Part B.1 – Conditions of Participation” of the ITS:**

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| *It is the State’s policy that all suppliers of locally manufactured clothing, footwear or personal protective equipment must be registered on the Ethical Supplier Register. An Invitee may submit an Offer if the Invitee has applied, or intends to apply, for registration but must not execute a binding contract for the supply of the Goods unless and until it is registered on the Ethical Supplier Register. The Organisation is under no obligation to execute a binding contract with an Invitee (even if the Invitee is a shortlisted or preferred Invitee) if the Invitee is not registered on the Ethical Supplier Register.* |

**Instruction: This wording must be included as a new clause 15.7 (sole entity purchase) or clause 13.7 (one off purchase) titled “Ethical Supplier Register” of the relevant VGPB agreement, which is distributed as part of the ITS, if the Goods include locally manufactured clothing, footwear or personal protective equipment:**

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| *The Supplier must at all times during the Term be registered on the Ethical Supplier Register.*  |

Note that if a Supplier was removed from the Ethical Supplier Register (for example, because the Supplier lost its accreditation with Ethical Clothing Australia), this would constitute a breach of the relevant VGPB agreement, which would give the purchaser the right (but not the obligation) to terminate the agreement (subject to the termination provisions, which allow for opportunities to remedy breaches if they are capable of remedy).