

Managing Contractor

Design and Construction Management

Stage One with option for Stage Two

(Negotiated Guaranteed Construction Sum)

July 2014

Volume 1 of 4

**Notice to Tenderers
Tender Forms & Conditions of Tender**

Prepared by
Contract Services
Department of Housing and Public Works

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Notice to Tenderers

Notice to Tenderers

Tender Checklist

Disclaimer:

This checklist is intended to assist the Tenderer in the preparation of the Tender and may not be inclusive of all the requirements of the Tender Documents.

The Tenderer shall not rely on it.

The Tenderer shall ensure and satisfy itself that its Tender complies in every respect with the requirements of the Tender Documents.

Notwithstanding any provision of the Tender Documents to the contrary, this checklist does not form part of the Tender Documents and it shall not alter any requirement of the Tender Documents or any obligation, liability or right of the Tenderer, Managing Contractor or Principal.

This checklist is not required to be submitted with the Tender and will not be considered as part of the Tender should it be submitted with the Tender.

		Conditions of Tender Reference	
1.	Parties Bound	1	<input type="checkbox"/> Tenderer understands provision
2.	Tenderer Pre qualification & Registration	2	<input type="checkbox"/> Tender complies
3.	Communication with the Principal	3	<input type="checkbox"/> Tender complies
4.	Conditions of Tender		
	Code of Tender	4.1	<input type="checkbox"/> Tender complies
	Application	4.2	<input type="checkbox"/> Tenderer understands provision
	Definitions	4.3	<input type="checkbox"/> Tenderer understands provision
5.	Tender Documents		
	Composition and availability	5.1	<input type="checkbox"/> Tenderer understands provision
	Addenda	5.2	<input type="checkbox"/> Tender complies
	Confidentiality	5.3	<input type="checkbox"/> Tenderer understands provision
	Discrepancies & errors	5.4	<input type="checkbox"/> Tender complies
6.	Intellectual property		
	Tender Documents	6.1	<input type="checkbox"/> Tenderer understands provision
	Tender	6.2	<input type="checkbox"/> Tenderer understands provision

- | | | | | |
|-----|---|------|--------------------------|--------------------------------|
| 7. | Tendering requirements & obligations | | | |
| | Lodgement of Tender | 7.1 | <input type="checkbox"/> | Tender complies |
| | Composition of the Tender | 7.2 | <input type="checkbox"/> | Tender complies |
| | Tender for whole of the Works | 7.3 | <input type="checkbox"/> | Tender complies |
| | Alternative Tenders | 7.4 | <input type="checkbox"/> | Tenderer understands provision |
| | Tenderer to inform itself | 7.5 | <input type="checkbox"/> | Tenderer understands provision |
| | Tender includes "rise & fall" | 7.6 | <input type="checkbox"/> | Tender complies |
| | Quality Assurance | 7.7 | <input type="checkbox"/> | Tender complies |
| | All documents in English | 7.8 | <input type="checkbox"/> | Tender complies |
| | Measurements | 7.9 | <input type="checkbox"/> | Tender complies |
| | Order of Tender | 7.10 | <input type="checkbox"/> | Tender complies |
| | Consolidated Tender | 7.11 | <input type="checkbox"/> | Tenderer understands provision |
| | Consultants | 7.12 | <input type="checkbox"/> | Tender complies |
| | Costed Methodology Statement | 7.13 | <input type="checkbox"/> | Tender complies |
| 8. | Tenderer warranties | 8 | <input type="checkbox"/> | Tenderer understands provision |
| 9. | Tenderer assessment / Tender evaluation | | | |
| | Principal's discretion | 9.1 | <input type="checkbox"/> | Tenderer understands provision |
| | Tender evaluation | 9.2 | <input type="checkbox"/> | Tenderer understands provision |
| | Additional information | 9.3 | <input type="checkbox"/> | Tenderer understands provision |
| 10. | Right to Information | 10 | <input type="checkbox"/> | Tenderer understands provision |
| 11. | Deed of Guarantee | 11 | <input type="checkbox"/> | Tenderer understands provision |
| 12. | Formal Instrument of Agreement | 12 | <input type="checkbox"/> | Tenderer understands provision |
| 13. | Tenderer's Acknowledgement | 123 | <input type="checkbox"/> | Tenderer understands provision |
| 14. | Queensland Code and Queensland Guidelines | 15 | <input type="checkbox"/> | Tender complies |

Tender Forms

Project: *Insert Project Description*

1. TENDER

To: **The State of Queensland through**

C/- The Tender Box, *Insert*


I/We
.....

being a ¹ public / private company incorporated in
of

ACN

ABN with its registered office situated at
.....

holder of Queensland Building and Construction Commission licence number
do hereby tender in respect of the following items for the above project in accordance
with the terms, conditions and requirements contained in the Tender Documents as

amended or clarified by **Addenda** numbered ²  inclusive.

Without limitation, I/we acknowledge the tender warranties set out at clause 8 of the
Conditions of Tender.

Where the Tenderer is related to, or is a subsidiary of, another or other corporations as defined in the
Corporations Act 2001, that (those) corporation(s) is (are) as follows.

³Corporation

ACN & address of registered office

.....

.....

Executed by [**Tenderer name and ACN**] in
accordance with section 127 of the *Corporations*
Act by:

Signature of Secretary/other Director

Signature of Director

Name of Secretary/other Director in full

Name of Director

Privacy Statement

The Principal is collecting the personal information on this Tender Form for the purposes of tender evaluation and any subsequent contract that may arise. The information may be used in accordance with the provisions of the Tender Documents. Any personal information included on this Tender Form may be disclosed to the Tender evaluation panel and their advisors but will not be disclosed to any other third party without the Tenderer's consent unless authorised or required by law or stipulated in the Tender Documents.

¹ Delete one

² Insert all Addenda numbers allowed for in the Tender, eg 1, 2 & 3.

³ Identify all related corporations, attach separate corporate structure chart ☐ if necessary. If none insert "**nil**"

2.	MANAGEMENT FEE⁴	
(a)	for Stage One (expressed as a lump sum, inclusive of GST):	\$.....
(b)	for Stage Two, in the event that Stage Two proceeds, (expressed as a lump sum, inclusive of GST):	\$.....
3.	OFF SITE OVERHEADS AND PROFIT FEE⁵	
(a)	for Stage One (expressed as a lump sum, inclusive of GST):	\$.....
(b)	for Stage Two, in the event that Stage Two proceeds, and for any Early Works (expressed as a percentage, to be applied to the Actual Construction Sum):%
4.	ON SITE OVERHEADS FEE⁶ (Incl GST) expressed as a lump sum (applies to Stage Two, in the event that Stage Two proceeds, and to any Early Works):	\$.....
5.	CONSULTANTS FEE⁷ (Incl GST) expressed as a lump sum (a more detailed breakdown to be included at the table at item 8):	\$.....
	The Consultants Fee must be no less than \$.....	
6.	PROVISIONAL DELAY ALLOWANCE⁸ (Incl GST) (applies only in the event that Stage Two proceeds):	\$.....

⁴ Refer to Conditions of Contract clause 2.1.34.

⁵ Refer to Conditions of Contract clause 2.1.41 and Appendix 3 to these Conditions of Tender

⁶ Refer to Conditions of Contract clause 2.1.43

⁷ Refer to Conditions of Contract clause 2.1.11

⁸ Refer to Conditions of Contract clause 50.

7. SCHEDULE OF AGREED DAMAGES FOR DELAY BY THE PRINCIPAL UNDER CLAUSE 50

The Tenderer's attention is drawn to clause 50 of the Conditions of Contract. This provides for the Managing Contractor to be paid "agreed damages", inclusive of GST, in respect of delays caused by an act or omission by the Principal, the Principal's Representative or any of the Principal's employees, consultants, other contractors or agents, where the conditions precedent set out in clause 50 have been satisfied.

The agreed damages shall be calculated by reference to a daily rate which is inclusive of GST.

The Tenderer shall price this schedule and the total of the provisional number of delay days stated multiplied by the tendered rate per day (incl GST) shall be the provisional delay allowance included in its Tender. Such provisional delay allowance may be taken into account in the assessment of tenders.

The Tenderer may submit multiple rates for different phases of the Construction Work where On Site Overheads for those phases are significantly different.

Description of Portion of Contract to which Rate applies	Provisional No. of delay Days	Tendered Rate/Day (Incl GST)	Total Provisional Delay Allowance (Incl GST) included in Tender
Stage TwoWorking Days x	\$..... /Day (entered by Tenderer/ Managing Contractor)	\$.....

**Project Manager to insert as appropriate for the project – delete this note*

The inclusion of provisional delays in the Contract shall not be taken as an anticipatory breach and shall not prevent the Principal from exercising the Principal's rights under the Contract or at law.

8. **CONSULTANTS** (NB: refer Conditions of Tender clause 7.12)

<u>DISCIPLINE AND CONSULTANT</u>	<u>DESCRIPTION OF SERVICES*</u>	<u>TOTAL LUMP SUM FEE</u>
Architects & Primary Consultants	\$.....
Quantity Surveyors	\$.....
Mechanical Engineers	\$.....
Electrical Engineers	\$.....
Communications	\$.....
Lift Services	\$.....
Fire Services	\$.....
Security Services	\$.....
Hydraulic Services	\$.....

Civil and Structural Services	\$.....
Acoustics	\$.....
Other	\$.....
Total Consultants' Fees		\$.....

**Attach additional information in accordance with the Tender Evaluation Criteria*

Conditions of Tender

1. PARTIES BOUND

By receiving a copy of the Tender Documents or submitting a Tender in response to the Invitation to Tender and Tender Documents, a party agrees and the Principal agrees to be bound by and shall comply with the terms of the Tender Documents.

2. TENDERER PRE QUALIFICATION AND REGISTRATION

As a condition of the Invitation to Tender and a condition precedent to the consideration, evaluation and acceptance of the Tender, the Tenderer is required to hold status as either:

- (a) a “Registered Tenderer” with the Department of Housing and Public Works; or
- (b) a *Registered Pre-Qualified Tenderer* with the *Queensland Department of Housing and Public Works Pre Qualification (PQC) System* for the *PQC Rating and Registration Category* relevant to the proposed Contract,

as stated in the Invitation to Tender, prior to being issued Tender Documents and at the Time for Lodgement of the Tender and at the Date of Acceptance of Tender.

3. COMMUNICATIONS WITH THE PRINCIPAL

Unless otherwise agreed with the Principal’s Nominee, all communications between the Tenderer and the Principal upon which the Tenderer intends to rely for the purposes of its Tender shall be in writing and addressed to or issued by the Principal’s Nominee.

The Principal will not be bound by, and the Tenderer may not rely upon, any oral advice or information nor any written advice or information provided by any person other than the Principal’s Nominee.

The Tenderer shall not communicate with any person or corporation who is the intended owner, occupant, operator or manager of the facility the subject of the Tender except with the express permission of the Principal’s Nominee.

4. CONDITIONS OF TENDER

4.1 Code Of Tendering

The Principal has adopted AS4120 - 1994 Australian Standard Code of Tendering, as amended by the Tender Documents, as its code of tendering provided that to the extent of any inconsistency between AS4120 - 1994 and any other document comprising the Tender Documents the other document shall prevail and (without limitation) particulars of project funding arrangements are confidential to the Principal and the Principal will not be providing particulars of project funding arrangements to Tenderers contrary to AS4120 - 1994.

4.2 Interpretation

Meanings assigned to words and expressions in the Conditions of Contract shall apply to those words and expressions in the Tender Documents.

The clause, sub-clause, paragraph and sub-paragraph headings in the Conditions of Tender shall not form part of the Conditions of Tender and shall not be used in the interpretation of the Conditions of Tender.

If any part of the Conditions of Tender is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Conditions of Tender will not be affected and the Conditions of Tender will read as if the part had been deleted.

4.3 Definitions

The following definitions shall have effect in respect of the Conditions of Tender only.

In addition to the words and terminology contained in the Conditions of Contract, except where the context otherwise requires:

- (a) **“Alternative Tender”** means a Tender which:
 - i does not comply in every respect with the requirements of the Tender Documents including (without limitation) the Conditions of Tender; or
 - ii contains provisions not required or not allowed by the Tender Documents.
- (b) **“Conforming Tender”** means a Tender on the basis of the Tender Documents for the execution of the whole of the Works in accordance with the Tender Documents and which:
 - i complies in every respect with the requirements of the Tender Documents including (without limitation) the Conditions of Tender; and
 - ii does not contain provisions not required or not allowed by the Tender Documents.
- (c) **“Intellectual Property Rights”** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- (d) **“Invitation to Tender”** means either:
 - i the invitation, notified directly to an Invited Tenderer by the Principal, to submit a Tender for the performance of the work under the Contract; or
 - ii a public notice or advertisement of the invitation by the Principal to parties to submit a Tender for the performance of the work under the Contract.
- (e) **“Invited Tenderer”** means a party who:
 - i the Principal invited to submit a Tender either:

- (A) directly by invitation pursuant to 4.3(d)i, or
- (B) indirectly by invitation pursuant to 4.3(d)ii; and
- ii satisfied the conditions of the Invitation to Tender and the Conditions of Tender at the time of Invitation to Tender and at the time for lodgement of the Tender.
- (f) **“Location for Lodgement of Tender”** means the location described as such in Appendix 1 - Annexure to the Tender Conditions.
- (g) **“Minimum Consultancy Services”** are those stated in Schedule 5 to the Conditions of Contract
- (h) **“Moral Rights”** are moral rights granted to creators under the Copyright Act 1968 (Cth) and any similar rights existing under foreign laws.
- (i) **“Principal’s Nominee”** means the person identified in the Annexure to the Conditions of Tender.
- (j) **“Tender”** means an offer submitted by a Tenderer and includes the documents and details submitted by a Tenderer referred to in:
 - i sub-clause 7.2 (*Composition of the Tender*);
 - ii clause 9 (*Tenderer Assessment and Tenderer Evaluation*); and
 - iii all other documents and information submitted by the Tenderer unless expressly excluded pursuant to the terms of the Tender Documents.
- (k) **“Tenderer”** means a party who submitted a Tender in response to the Tender Documents and includes an Invited Tenderer.

5. TENDER DOCUMENTS

5.1 Composition and Availability

The Tender Documents shall comprise the documents stated in the Annexure to the Conditions of Tender together with any documents or parts of documents expressly referred to therein but excluding documents which it is stated are issued for information only or otherwise excluded from the Tender Documents.

Refer also to sub-clause 4.1 (*Code of Tendering*).

5.2 Addenda

The Principal may at any time issue amendments to the Tender Documents. Such amendments shall be:

- (a) issued in writing;
- (b) issued to all Invited Tenderers; and
- (c) identified as an addendum to the Tender Documents.

5.3 Confidentiality

- (a) All information contained in the Tender Documents which is not in the public domain is to be treated as confidential (“Confidential Information”). Confidential Information contained in the Tender Documents is only to be used for the purpose of preparing a Tender in response to the Invitation to Tender and the Tender Documents.
- (b) A party issued with Tender Documents:
 - i must ensure that only appropriate employees have access to the Confidential Information. In all such cases, the party is to inform such employees of the confidential nature of the information and that it must not be disclosed.
 - ii must not and must ensure that its employees and agents do not at any time disclose such Confidential Information directly or indirectly to any person whatsoever for any reason, or use or permit it to be used directly or indirectly for any reason.
 - iii fully indemnifies the Principal against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of disclosure or unauthorised use of Confidential Information by the party, its employees and agents.

5.4 Discrepancies, Errors and Omissions in the Tender Documents

Should the Tenderer:

- (a) find any discrepancy, error or omission in the Tender Documents; or
- (b) have any doubt as to the meaning of any portion of the Tender Documents

it shall forthwith notify the Principal’s Nominee in writing requesting clarification. Any clarification by the Principal’s Nominee shall be valid only if issued in writing and may be issued to all Invited Tenderers.

6. COPYRIGHT AND INTELLECTUAL PROPERTY

6.1 Tender Documents

The Tender Documents shall at all times remain the property of the Principal.

All rights of intellectual property, including copyright, in the Tender Documents and other documents supplied to the Tenderer by or on behalf of the Principal are the property of the Principal and shall not be used by the Tenderer for purposes other than the preparation of the Tender except with the prior written approval of the Principal.

6.2 Tender

- (a) All material of any nature whatsoever submitted as the Tender, with the Tender or in relation to the Tender shall remain the property of the Principal.

- (b) The Tenderer fully indemnifies the Principal against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of any claim by a third party against the Principal alleging that the material contained in the Tender or acts by the Principal in relation to the Principal's use of the Tender material infringe any Intellectual Property Rights of that third party.
- (c) Intellectual Property Rights in all material submitted by the successful Tenderer in its Tender, is hereby assigned to the Principal upon acceptance of the Tender.
- (d) To the extent that any material submitted in the successful Tender is the subject of pre-existing Intellectual Property Rights of third parties, the successful Tenderer shall procure an assignment of all such Intellectual Property Rights to the Principal.
- (e) The Tenderer shall procure all necessary consents or waivers from creators in respect of Moral Rights to allow the Principal to do or authorise any acts or omissions in relation to material submitted by the successful Tenderer in its Tender.

7. GENERAL TENDERING REQUIREMENTS & OBLIGATIONS

7.1 Lodgement of Tender

- (a) The Tender shall be submitted in hard copy format in a sealed envelope, addressed and delivered to the Location for Lodgement of Tender stated in the Annexure to the Conditions of Tender.
- (b) The Tender shall be delivered to the Location for Lodgement of Tender by the Time for Lodgement of the Tender stated in the Annexure to the Conditions of Tender.
- (c) If the Tender, or part thereof, is not delivered to the Location for Lodgement of Tender by the Time for Lodgement of the Tender, it may be rejected at the discretion of the Principal no matter what the reason for the late lodgement.
- (d) Franking machine stamps will not be accepted by the Principal as proof of the date and time of dispatch of a Tender received after the Time for Lodgement of Tender.
- (e) A Tender received by a means other than that expressly provided for in these Conditions of Tender will not be considered.
- (f) The Tenderer shall submit all information required pursuant to Appendix 3 to the Conditions of Tender as part of the Tender.
- (g) It is the responsibility of the Tenderer to ensure that the Principal is fully aware of the Tenderer's capabilities and shall submit as part of the Tender all information the Tenderer considers necessary to demonstrate its capabilities.

7.2 Composition of the Tender

- (a) The Tenderer shall lodge as the Tender:

- i all:
 - (A) Tender Forms, and
 - (B) relevant Schedules and other parts of the Tender Documents which are required to be completed by the Tenderer, fully and accurately completed;
 - ii the details identified in the Evaluation Criteria, if any, and required elsewhere in the Tender Documents; and
 - iii all other information the Tenderer considers necessary to demonstrate its capabilities pursuant to sub-clause 9.2 (*Evaluation Criteria*) and necessary to clarify its Tender.
- (b) Where a schedule of technical details is required to be lodged as part of the Tender, the Tenderer shall, when requested by the Principal, promptly provide such additional information, by way of further details, illustrations, catalogues, brochures and the like, as may be necessary to fully describe the Tender.
- (c) the Tenderer shall:
- i sign the Tender personally or, affix its common seal on the Tender Forms in the manner prescribed in its articles of association or otherwise have the Tender formally and appropriately signed; and
 - ii have the Tender witnessed and dated, where ever such provision is made.
- (d) An original Tender, marked “original” , plus the number of complete copies of the original specified in the Annexure to the Conditions of Tender shall be enclosed in a sealed envelope or container, endorsed with:
- i the name of the work tendered for;
 - ii the Tenderer's name and address;
 - iii the Time for Lodgement of the Tender; and
 - iv the Location for the Lodgement of the Tender.
- (e) The Tenderer will execute, and will ensure relevant parties execute, all documents and all acts and things required by the Principal for the purposes of giving effect to these Conditions of Tendering.
- (f) The Tenderer shall provide such evidence as the Principal may require in relation to the due execution of the Tender.

7.3 Tender for the works in respect of Stage One and Stage Two

It should be noted that if the Tenderer is successful then the Principal shall engage the Managing Contractor:

- (a) to execute and complete the work required during Stage One; and
- (b) only if the Principal accepts the Managing Contractor's GCS Offer pursuant to clause 11.3.1(a) of the Conditions of Contract, to execute and complete the work required during Stage Two.

However, for the avoidance of doubt and notwithstanding any other provision of the Conditions of Tender, there shall not be any award of a Contract in respect of Stage Two, unless and until the Principal accepts the Managing Contractor's GCS Offer pursuant to clause 11.3.1(a) of the Conditions of Contract.

Tenders are invited on the basis of the Tender Documents.

7.4 Alternative Tenders

The Tenderer may, before the Time for Lodgement of the Tender, submit an Alternative Tender.

7.5 Tenderer to Inform Itself

- (a) The Tenderer shall satisfy itself that it is a bona fide Invited Tenderer.
- (b) The Tenderer shall carry out all relevant investigations, examine, acquaint and satisfy itself with and make due allowance in the Tender for:
 - i the completeness of the Tender Documents;
 - ii all information which is relevant to the risks, contingencies and other circumstances which could affect the Tender and any subsequent contract and which is obtainable by making reasonable enquiries;
 - iii the extent and nature of all services including but not limited to temporary services necessary to ensure the continuing operation of any existing facility;
 - iv the requirements of Authorities having jurisdiction over the Works;
 - v the Site and its surroundings including without limitation:
 - (A) all relevant physical conditions above, upon and below surface of the Site and the climatic conditions at and near the Site,
 - (B) the means of access to and from the Site,
 - (C) facilities at the Site, and
 - (D) transport facilities for deliveries to the Site;
 - vi the nature of the work, Constructional Plant and material necessary for the execution of the work under the Contract;
 - vii the correctness and sufficiency of its Tender and that the Tender includes allowance for the cost of performing all the obligations and covenants of the Managing Contractor under the Contract and the cost

of completing the work under the Contract in accordance with the terms and conditions of the Contract.

7.6 Rise and Fall

The Tenderer shall ensure that the Tender includes all allowances in respect of cost adjustment (Rise and Fall) and escalation in accordance with the Tender Documents.

7.7 Quality Assurance

The Tenderer shall submit with the Tender evidence satisfactory to the Principal that the Tenderer can comply with the Quality Assurance requirements of the proposed Contract.

7.8 Language

The Tender shall be in the English language. Any documents forming part of the Tender which are in a language other than English shall be accompanied by a translation.

7.9 Units of Measurement

Measurements and quantities shall be consistent with the *Weights and Measures (National Standards) Act 1960-1966*, and as amended from time to time, or in the absence of any specification therein in accordance with the Australian Metric Tables and Australian Standard AS1000 - The International System (SI) and its application.

7.10 Order of Tender

Where practical, the Tender shall be in a bound document. The order of documents making up the Tender shall be:

- (a) the Tender Forms; followed by
- (b) the information listed in the tender evaluation criteria contained in the Tender Documents if any (in the order listed).

7.11 Consolidated Tender

- (a) The Principal may invite the Tenderer to resubmit to the Principal its Tender in the form of a consolidated Tender.

The Principal may accept a consolidated Tender.

The form of the consolidated Tender shall be:

- i a complete copy of the original Tender including the Tender Documents together with:
 - (A) all amendments to the original Tender agreed between the Principal and the Tenderer since the submission of the original Tender clearly noted thereon, and

- (B) a letter confirming that the original Tender, amended as aforesaid constitutes the Tenderer's consolidated Tender; or
- ii copies of Schedules as may have been submitted by the Tenderer in the original Tender or at any time after the submission of the original Tender as the Principal may require:
 - (A) duly revised to incorporate all amendments agreed by the Principal and the Tenderer since the submission of the original Tender, and
 - (B) clearly marked as superseding all corresponding Schedules previously submitted by the Tenderer, together with:
 - (C) a letter confirming that the original Tender as amended to incorporate the revised Schedules and any addenda issued by the Principal since the submission of the original Tender constitutes the consolidated Tender.
- (b) If requested by the Principal the Tenderer shall provide to the Principal, at no cost to the Principal, three additional copies of the Consolidated Tender.

The Principal shall provide to the Tenderer three additional copies of the Tender Documents and all addenda issued after the submission of the original Tender as considered appropriate by the Principal.

7.12 Consultants

- (a) Where consultants have been listed in Appendix 2 to the Conditions of Tender, the Tenderer shall select from, and include in its Tender, allowance to engage consultants selected from those listed for the provision of the Minimum Consultancy Services stated in Schedule 5 to the Conditions of Contract.
- (b) Pursuant to the Conditions of Contract, the Managing Contractor may engage consultants other than those listed for services in addition to the Minimum Consultancy Services.
- (c) Notwithstanding this subclause 7.12 and Appendix 2 to the Conditions of Tender, the Tenderer shall undertake its own:
 - i investigations;
 - ii negotiations;
 - iii confirmations; and
 - iv arrangements

in respect of all consultancy services required by the Managing Contractor to fulfil the obligations of the Managing Contractor under the Contract and shall make all necessary allowances in its Tender.
- (d) The Tenderer shall identify at item 8 of the Tender Forms:

- i All consultants that the Tenderer, as Managing Contractor, will engage to provide the Minimum Consultancy Services; and
- ii The scope of consultancy services, in addition to the Minimum Consultancy Services the Tenderer, as Managing Contractor, will require to fulfil its obligations under the Contract, together with the names of the consultants intended to be engaged to provide those additional consultancy services; and
- iii The respective Consultants' fees.

If the Tenderer's Tender is accepted by the Principal, the Tenderer acknowledges that if the Principal has paid to a Consultant identified at Appendix 2 of the Tender Form, any fees included in the minimum Consultants Fee identified on the Tender Form, the Tenderer agrees that the tendered lump sum Consultants Fee accepted by the Principal will be adjusted by the Principal's Representative and reduced by the amount of the additional fees paid by the Principal after issuance of the tender documents and prior to acceptance of a Tender.

- (e) The Tenderer's acceptance of the consultants listed in Appendix 2 (if any) and Minimum Consultancy Services (if any) is pre requisite to the submission of a Tender and subsequent consideration and acceptance of a Tender by the Principal.
- (f) The Principal's requirements in respect of consultancy agreements are stated in clause 18 of the Conditions of Contract.

7.13 Costed Methodology Statement for On Site Overheads and Management Fee

The Tenderer must include in its Tender a costed methodology statement for On Site Overheads and for those resources included in the Management Fee showing full details of the resources, with individual costings against each resource, that have been allowed by the Tenderer in its Tender for the On Site Overheads Fee and Management Fee respectively. The Tenderer acknowledges that regard may be had to the Tenderer's costed methodology statement for On Site Overheads, and resources included in the Management Fee, in the evaluation of the Tenderer's Tender, in addition to any evaluation criteria, and in the administration of the Contract.

7.14 Preferred Subcontractors

If the Tenderer wishes to involve preferred subcontractors for particular trade packages during Stage One, the Tenderer must identify those subcontractors in its Tender and, if the Principal requires, such preferred subcontractors are to be registered on the whole-of-Government Prequalification (PQC) System for building industry consultants and contractors⁹ ('PQC System') and have a PQC level of 3 or 4¹⁰ prior to any engagement by the Tenderer, should its Tender be accepted, in connection with the work under the Contract.

⁹ <http://www.works.qld.gov.au/bpu/pqc/index.asp>.

¹⁰ http://www.works.qld.gov.au/bpu/cwmf/cwmf_guidelines.asp.

8. TENDERER WARRANTIES

- (a) In lodging the Tender, the Tenderer warrants that:
- i the Tenderer is in all respects an independent Tenderer and that no collusion has taken place between the Tenderer and any other prospective tenderer or interested party in the preparation of the whole or any part of the Tender;
 - ii that the Tenderer has:
 - (A) carried out all relevant investigations of, and
 - (B) examined, acquainted and satisfied itself with, and
 - (C) made the necessary allowance in the Tender forall things in accordance with sub-clause 7.5 of these Conditions of Tender;
 - iii further to the warranties in clause 8(a)(ii) of the Conditions of Tender, the Tenderer has satisfied itself of the adequacy and sufficiency of the Project Construction Cost Estimate for the performance of the work to be required under the Contract having regard to the Tender Documents;
 - iv all information contained in the Tender is accurate;
 - v it shall maintain the skill and expertise necessary to complete the work under the Contract for the duration of the Contract;
 - vi all persons nominated in the Tender as key personnel will remain working on the project to the extent indicated in the Tender for as long as the persons work for or are employed by the Tenderer unless the Principal otherwise consents in writing;
 - vii it will maintain at adequate levels for the duration of the Contract all resources required for the proper completion of the Work under the Contract in accordance with the Contract including but not limited to:
 - (A) skilled personnel,
 - (B) finance,
 - (C) materials,
 - (D) Constructional Plant, and
 - (E) office and factory buildings and facilities;
 - viii the Intellectual Property Rights to be assigned to the Principal do not and will not infringe the Intellectual Property Rights of any person;

- ix it, and any consultants the Tenderer proposes to engage or has engaged, have the necessary experience, skill and expertise to perform and complete the work under the Contract as evidenced by the Tender;
 - x it will fulfil all obligations offered in the Tender, including without limitation the Tenderer's non price criteria offers;
 - xi it will fulfil all obligations required in respect of Queensland Government policies; and
 - xii it will give the Principal prior notice of any likely change in circumstances in respect of this clause 8.
- (b) The Tenderer agrees that the foregoing warranties shall form part of the proposed Contract and a breach of any of the foregoing warranties shall be a substantial breach of Contract under the proposed Contract.

9. TENDERER ASSESSMENT AND TENDER EVALUATION

9.1 Principal's Discretion

- (a) The Principal shall not be bound to consider or accept a Tender lodged by a party who is not a bona fide Invited Tenderer.
- (b) Notwithstanding the evaluation of Tenders (if any) in accordance with clause 9.2 herein, the Principal may in its absolute discretion and at any time accept, or decline to accept, any Tender.
- (c) Without derogating from the provisions in clause 9.1(b), the Principal may, in its absolute discretion, decline to evaluate any Tender that it has determined to be an Alternative Tender.
- (d) The Principal shall not be liable for payment of any costs of any nature whatsoever, nor liable for any claim for damages against the Principal by the Tenderer in relation to the preparation, submission or any negotiation of the Tender. All costs of tendering shall be borne by the Tenderer.

9.2 Evaluation and Assessment

- (a) The Principal shall evaluate Conforming Tenders in accordance with the tender evaluation criteria contained in Appendix 3, or in the absence of any tender evaluation criteria, on the basis of best value for money for Government.
- (b) The Principal, if it determines to evaluate an Alternative Tender, shall evaluate such Alternative Tender on the basis of best value for money for Government which may, or may not, be the tender evaluation criteria contained in the Tender Documents.
- (c) Where both Conforming and Alternative Tenders have been evaluated, the Principal may select a Tenderer which on a view of all circumstances represents the best value for money for Government.

- (d) Without limiting the generality of paragraph 9.1(b), and notwithstanding that the Tenderer complies with clause 2, the Tenderer acknowledges and agrees that:
- i The Principal has not at the time of inviting tenders satisfied itself as to the Tenderer's financial capacity to satisfactorily perform and complete the Contract in accordance with its terms.
 - ii The Principal may undertake an assessment or further assessment of, without limitation, the Tenderer's financial capacity to satisfactorily complete the work under the Contract. The Principal may engage a third party to undertake such assessment or further assessment.
 - iii The Tenderer shall provide to the Principal, or a third party nominated by the Principal, within the time stipulated by the Principal all information requested in relation to the performance capability, past performance record and financial capacity of the Tenderer to undertake and complete the work under the Contract. A failure to provide the requested information within the time stipulated may result in a decision by the Principal that the Tenderer does not have sufficient financial capacity to satisfactorily perform and complete the Contract in accordance with its terms.
 - iv The Principal may decline to consider or accept a Tender from a Tenderer who:
 - (A) has not been able to satisfy the Principal that it has sufficient financial capacity to satisfactorily perform and complete the Contract in accordance with its terms; or
 - (B) prior to the award of tender, does not hold a Certificate of Prequalification, or is not appropriately registered for the work the subject of the Tender, pursuant to the prequalification (PQC) system current at the time and date of closing of tenders.
 - v The Principal in its absolute discretion may, as a pre-requisite to the further consideration and acceptance of the Tender require the Tenderer to agree in writing, as part of the Tender, to provide additional security pursuant to sub-clause 9.2 of the Conditions of Contract.
- (e) Information relating to the financial capacity of the Tenderer to complete the work under the Contract that may be held by any Government Department or Instrumentality may be made available to the Principal for its information and may be taken into account in assessing the financial capacity of the Tenderer.
- (f) The Tenderer shall not tender alternative Construction Bonus schemes.

9.3 Additional Information

- (a) The Tenderer shall upon request assist the Principal in its evaluation of the Tender and assessment of the Tenderer's performance and financial

capabilities by providing such further information, documents or evidence as requested.

- (b) Prior to or after the Time for Lodgement of the Tender the Principal may require the Tenderer to make a presentation to the Principal and the Principal's agents of the proposals contained in the Tender.

9.4 Tender Evaluation Process

- (a) In the evaluation of Tenders (if any) in accordance with clause 9, the Principal may, without being under any obligation to do so, in its absolute discretion and at any time:
 - i seek clarification in respect of any aspect of a Tenderer's Tender;
 - ii shortlist or prefer any one or more Tenderers; and
 - iii discuss or negotiate with, or receive presentations, further submissions or best and final offers from, any one or more Tenderers in respect of their Tender, in such manner, and as to such aspects of the Tender, as the Principal determines, including prices.
- (b) The provisions of clause 9.4 and any exercise by the Principal of its rights under clause 9.4:
 - i is without prejudice to any other rights of the Principal;
 - ii apply notwithstanding clause 6.6 of AS4120-1994;
 - iii except to the extent notified otherwise by the Principal in writing, are subject to the other express provisions of these Conditions of Tender;
 - iv shall not give rise to any representation by the Principal as to the acceptability or otherwise of any Tender;
 - v shall not preclude the Principal from at any time considering or accepting any Tender (whether or not the subject of the exercise by the Principal of its rights under clause 9.4);
 - vi shall not give rise to any obligation (implied or otherwise) on the Principal except to the extent expressly provided in these Conditions of Tender or notified by the Principal in writing.
- (c) Except to the extent the Principal expressly agrees otherwise, the provisions of these Conditions of Tender shall continue to apply to any process which the Principal may undertake under clause 9.4 in connection with the evaluation of Tenders.

10. RIGHT TO INFORMATION AND DISCLOSURE

- (a) The *Right to Information Act 2009* (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies. The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest.

- (b) Information contained in a Tender is potentially subject to disclosure to third parties. In the assessment of any disclosure required by the Principal pursuant to the RTI Act, the Tenderer accepts that any information provided in its Tender, including information marked as confidential, will be assessed for disclosure in accordance with the terms of the RTI Act.
- (c) Notwithstanding any other provision of the Tender Documents or a Tender, if a Tender is accepted, the Principal may publish on the Queensland Government Marketplace website or by any other means, Contract information including:
 - i the name and address of the Principal and the successful Tenderer;
 - ii a description of the goods and/or services to be provided pursuant to the Contract;
 - iii the date of award of Contract (including the relevant stages if the Contract involves more than one stage);
 - iv the Contract value (including the value for each stage if the Contract involves more than one stage and advice as to whether any non-price criteria were used in the evaluation of tenders);
 - v the procurement method used; and
 - vi for contracts with a value over \$10 million, the Contract, or summary information in respect of the Contract, between the Principal and the Contractor.

11. **DEED OF GUARANTEE, INDEMNITY AND ASSUMPTION**

Where the Tenderer is a related or subsidiary corporation (as defined in the Corporations Act 2001) the Tenderer shall, within 14 days after receiving a written request from the Principal, provide a Deed of Guarantee, Indemnity and Assumption, in a form acceptable to the Principal, by the corporation to which the Tenderer is a related or subsidiary corporation duly executed and enforceable.

The form of Deed of Guarantee, Indemnity and Assumption included in the Tender Documents is acceptable to the Principal.

12. **FORMAL INSTRUMENT OF AGREEMENT**

The successful Tenderer and the Principal shall execute a Formal Instrument of Agreement in accordance with the Conditions of Contract. Until a Formal Instrument of Agreement is executed by the parties in accordance with the Contract, documents evidencing the parties' consensus shall constitute the Contract.

13. **TENDERER'S ACKNOWLEDGEMENT**

The Tenderer acknowledges that notwithstanding:

- (a) the submission of Tender fees for the performance of Stage Two, as part of its Tender; and
- (b) references throughout the Tender Documents to Stage Two,

the Contract to be let upon acceptance of any Tender is for the performance of Stage One only. The scope of work under the Contract may be extended for the performance of Stage Two only if the Principal accepts the Managing Contractor's GCS Offer pursuant to clause 11.3.1(a) of the Conditions of Contract.

14. **COLLUSIVE ARRANGEMENTS**

The Tenderer warrants that in submitting its Tender, except as expressly disclosed in its Tender:

- (a) it has no knowledge of the tender price of any other tenderer, nor has it communicated with any other tenderer in relation to the Tenderer's tender price, or a price above or below which a tenderer may tender (excluding any pricing advised by the Principal), nor has it entered into any contract, arrangement or understanding with another tenderer to the effect that the Tenderer or another tenderer will tender a non-competitive price, for the work the subject of the Tender, at time of submission of its Tender;
- (b) it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade, industry or other association (above the published standard fee) relating in any way to its Tender or any contract that may be entered into consequent thereon;
- (c) it has not paid or allowed any money or entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other tenderer, nor received any money or allowance from or on behalf of any other tenderer, relating in any way to its Tender or any contract that may be entered into consequent thereon.

In addition to any other actions the Principal may take, any breach of the warranties given in this clause 15 will result in a review of the Tenderer's PQC registration status.

15. **QUEENSLAND CODE**

- (a) The Queensland Government's Code of Practice for the Building and Construction Industry ("Queensland Code") and the Queensland Government's Implementation Guidelines to the Queensland Code of Practice for the Building and Construction Industry ("Queensland Guidelines") apply to the work the subject of the Tender Documents. Copies of the Queensland Code and Queensland Guidelines are available at <http://www.justice.qld.gov.au/fair-and-safe-work/industrial-relations/codes-of-practice-and-guidelines/building-and-construction-industry-guidelines>.
- (b) For the purposes of this clause 15, unless a contrary intention applies, where a word or expression is not otherwise defined by the Tender Documents it shall have the same meaning as attributed to it in the Queensland Guidelines.
- (c) By submitting a Tender to undertake the work the subject of the Tender Documents, the Tenderer acknowledges and agrees that:
 - i it is aware the Queensland Code and the Queensland Guidelines apply to the work the subject of the Tender Documents;

- ii it is deemed to have read and understood the Queensland Code and Queensland Guidelines including the obligations imposed by these documents and agrees to comply with their requirements;
 - iii if it's Tender is accepted, it will comply with the Queensland Code and the Queensland Guidelines in undertaking the work the subject of the Tender Documents and be bound by terms and conditions which give effect to, require compliance with and allow enforcement of the Queensland Code and Queensland Guidelines; and
 - iv it, and all of its related entities, will comply with the Queensland Code and Queensland Guidelines in respect of any building and construction work (including any subsequent privately funded work) on and from the date of it submitting its Tender.
- (d) As part of its Tender, the Tenderer must submit:
 - i a Compliance Schedule in respect of the Queensland Code and Queensland Guidelines in the form attached at Appendix 4 to these Conditions of Tender, properly executed by or on behalf of the Tenderer; and
 - ii where the Project Construction Cost Estimate (incl GST) is \$10million or more or where the Tender Document otherwise require, a Workplace Relations Management Plan in accordance with the Queensland Guidelines acceptable to the BCCB and any other documents and information necessary to satisfy the requirements of section 5 of the Queensland Guidelines.
- (e) Notwithstanding any other provision of the Tender Documents, the Tenderer acknowledges and accepts that the Principal and authorised personnel of the Queensland Building Construction Compliance Branch ("BCCB") may investigate any claims or assertions made by the Tenderer pursuant to the documents submitted in accordance with clause 15(d) before any tender, if any, is accepted.
- (f) The Tenderer must cooperate with the Principal and the BCCB in the investigation of any claims and assertions made by the Tenderer in its Tender and accepts, notwithstanding any other provision of these Conditions of Tender, that any information given by the Tenderer may be used by the Principal and the BCCB in any assessment of the Tenderer's Tender and/or its compliance with the Queensland Code and the Queensland Guidelines. Cooperation by the Tenderer includes without limitation allowing the Principal and authorised personnel of the BCCB to:
 - i access premises and sites controlled by the Tenderer or its related entities;
 - ii monitor and investigate compliance with the Queensland Code and Queensland Guidelines, including inspecting and copying relevant records and documents;
 - iii inspect any work, material, machinery, appliance article or facility;

iv interview any person,

as is necessary to investigate the Tenderer's claims or to confirm the Tenderer's current or, where relevant, past compliance with the Queensland Code and the Queensland Guidelines during the tender process.

- (g) Notwithstanding any other provision of the Tender Documents, the Tenderer confirms it has the authority to, and does consent to, the disclosure of information concerning the Tenderer's, and the Tenderer's related entities', compliance with the Queensland Code, the Queensland Guidelines and the Federal Building Code 2013, including the disclosure of details of past and present conduct relating to the Queensland Code, the Queensland Guidelines and the Federal Building Code 2013, as varied from time to time, including whether or not sanctions have been imposed on the Tenderer or any of its related entities by the Commonwealth or any State or any government agency. This consent is given to the State of Queensland, including its agencies (including the Principal), Ministers and the BCCB (and its authorised personnel) for purposes including monitoring and investigating compliance and ensuring, facilitating and promoting compliance with the Queensland Code and Queensland Guidelines.
- (h) The Tenderer shall ensure that any subcontractor or consultant proposed or engaged in connection with the work the subject of the Tender Documents:
- i is aware of and accepts the requirements of clause 15(c), 15(e) and 15(f) applying to it; and
 - ii is aware of and accepts that, in connection with the works, it will comply with all plans and policies applicable to the works.
- (i) The Tenderer warrants that in submitting its Tender, except as expressly disclosed in its Tender, neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code or the Queensland Guidelines that would preclude it from tendering for work to which the Queensland Code or Queensland Guidelines apply.

Tenderers must note that:

- (a) *if the Tenderer is awarded a Contract, the Principal will, in accordance with the Prequalification (PQC) System, prepare and submit performance reports to the PQC Registrar. The performance reports may include, amongst other things, information regarding;*
 - (i) *achievements or compliance with representations made in response to evaluation criteria listed in Appendix 3 to the Conditions of Tender;*
 - (ii) *compliance with any legislation relating to workplace health and safety, industrial relations, taxation and workers compensation legislation; and*
 - (iii) *compliance with the provisions of the Contract, including those clauses concerning Collusive Arrangements (clause 6), Subcontracting (clause 21), Occupational Health and Safety Audit (clause 26.2); Apprentice/Trainee Policy (clause 41.4), Site Personnel Register (clause 41.5) and Payment of Workers and Subcontractors (clause 58);*
- (b) *the Queensland Government has published a document entitled “Queensland Code of Practice for the Building and Construction Industry”(the Code of Practice). Tenderers are reminded that by being registered pursuant to the Prequalification (PQC) System they have provided an undertaking that they will abide by the Code of Practice;*
- (c) *an adverse performance report or non-compliance with the Code of Practice will result in a review of the Contractor’s PQC registration status.*

Appendix 1 - Annexure to the Tender Conditions

The Principal's Nominee (Conditions of Tender clause 3 and paragraph 4.3(i)): Telephone: Facsimile: Email:
The Tender Documents are (Conditions of Tender sub-clause 5.1)	Invitation to Tender; Tender Forms Conditions of Tender Conditions of Contract Schedules to the Conditions of Contract; Project Brief; AS4120 - 1994 Australian Standard Code of Tendering; and All other documents provided to the Tenderer by the Principal's Nominee for the purpose of tendering.
Number of Copies to be submitted in addition to the original tender (Conditions of Tender sub-clause 7.2):	2
Location for Lodgement of Tenders (Conditions of Tender sub-clause 7.1):	The Tender Box
Time for lodgement of the Tender (Conditions of Tender sub-clause 7.1)): am / pm on the day of or such other time advised in writing by the Principal.

Appendix 2 -Consultants

If more than one consultant is listed for a discipline, the Tenderer is to select from the list.

Discipline	Consultants	Minimum Fee	Arrangements made by Principal
<u>Architectural</u>
	\$

<u>Engineering</u>
	\$
A.Civil
B. Structural
	\$

C. Mechanical
	\$

D. Electrical
	\$

<u>Quantity</u>
<u>Surveying</u>	\$

Appendix 3 - Tender Evaluation Criteria

[NOTE: Project team to insert criteria.]

Appendix 4 - Compliance Schedule

Compliance Schedule Queensland Code and Queensland Guidelines

Name of Queensland Government project tendered for:

.....

Name of Tenderer, ABN and ACN:

.....

Name of authorised representative of the Tenderer, full name and title:

.....

1. By completing this Compliance Schedule and submitting a Tender, the Tenderer:
 - (a) acknowledges that the Queensland Government's Code of Practice for the Building and Construction Industry ("Queensland Code") and the Queensland Government's Implementation Guidelines to the Queensland Code of Practice for the Building and Construction Industry ("Queensland Guidelines") apply to the work the subject of the Tender Documents;
 - (b) undertakes that it and its related entities will comply with the Queensland Code and Queensland Guidelines in respect of the work the subject of the Tender Documents and, if not already required to comply on privately and publicly funded projects, will comply with the Queensland Guidelines when undertaking any privately and publicly funded building and construction work on and from the date of submitting its Tender;
 - (c) confirms that it and its related entities have complied with the Queensland Code and Queensland Guidelines on all of its projects to which the Queensland Guidelines apply, or have applied, and have complied with all applicable legislation, court and tribunal orders, directions and decisions, and industrial instruments;
 - (d) confirms that, where it and its related entities are, or have been, required to comply with the Federal Building Code 2013 as amended from time to time, there has been compliance;
 - (e) warrants that neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code or Queensland Guidelines or other circumstance that would preclude the Tenderer from submitting a Tender or, if its Tender is accepted, the Tenderer being awarded a contract.
2. The Tenderer acknowledges and accepts that the Attorney-General of the State of Queensland, through the Building Construction Compliance Branch ("BCCB"), Department of Justice and Attorney-General has responsibility for monitoring and investigating compliance with the Queensland Code and the Queensland Guidelines.
3. The Tenderer acknowledges and accepts that where it or its related entities fail to comply with the Queensland Code or the Queensland Guidelines a sanction may be imposed on it or its related entities or both. The Tenderer acknowledges that, without limitation to any rights of the Principal, the sanctions that may be imposed may include, but are not limited to, one or more of the following:
 - (a) a formal warning that a further breach may lead to further sanctions;
 - (b) referral of the breach to the relevant industry organisation for assessment against the organisation's own professional code of conduct and appropriate action by that organisation;

- (c) reduction in tendering opportunities in respect of Queensland Government work, for example by exclusion of the breaching party from tendering for Queensland Government building and construction work above a certain value, or for a specified period of time;
 - (d) reporting the breach to an appropriate statutory body;
 - (e) publishing the breach and the identity of the breaching party.
4. The Tenderer agrees and, if required, gives its consent, and confirms that its related entities agree and, if required, give consent, to the disclosure of information concerning the Tenderer's and the Tenderer's related entities' compliance with the Queensland Code, the Queensland Guidelines and the Federal Building Code 2013, including disclosure of details of past conduct and whether or not sanctions have been imposed on the Tenderer or its related entities in connection with these documents.
5. The Tenderer confirms that it has obtained, or will obtain, the consent of each subcontractor or consultant engaged or to be engaged in connection with the work the subject of the tender, to the disclosure of information concerning that parties compliance with the Queensland Code, Queensland Guidelines, Federal Building Code 2013 including disclosure of details of past conduct and whether or not sanctions have been imposed on the subcontractor or consultant or its related entities in connection with these documents.
6. The Tenderer consents and will ensure its related entities and any subcontractors or consultants engaged by the Tenderer consent, to the State of Queensland, its agencies, Ministers and the BCCB (and its authorised personnel):
- (a) investigating and checking, claims and assertions made by the Tenderer in any documents provided as part of its Tender (including but not limited to its Workplace Relations Management Plan, if applicable);
 - (b) monitoring, investigating and enforcing the Queensland Code and Queensland Guidelines;
 - (c) ensuring, facilitating and promoting compliance with the Queensland Code and Queensland Guidelines.
7. The Tenderer accepts, and will ensure its related entities and any subcontractors and consultants engaged by the Tenderer accept, that the consent referred to in clause 6 of this Compliance Schedule is an ongoing consent and is not limited to this tender and that parties are expected to comply with the Queensland Code and Queensland Guidelines on all future projects in accordance with the Queensland Code and Queensland Guidelines.
8. Without limiting the obligations and requirements in the Queensland Guidelines, if the Tenderer's Tender is accepted, the Tenderer will:
- (a) comply with the Workplace Relations Management Plan submitted in respect of the work the subject of this tender and accepted by the Principal;
 - (b) allow Queensland Government authorised personnel including BCCB authorised personnel to:
 - (i) access sites and other premises controlled by the Tenderer including the Site;
 - (ii) monitor and investigate compliance with the Queensland Code and Queensland Guidelines;
 - (iii) inspect any work, material, machinery, appliance, article or facility;
 - (iv) inspect and copy any record relevant to the work the subject of the tender;
 - (v) interview any person,as is necessary to confirm compliance with the Queensland Code and Queensland Guidelines;
 - (c) notify the BCCB (or nominee) and the Principal of any alleged breaches of the Queensland Code and Queensland Guidelines and of voluntary remedial action in respect of such breaches taken within 24 hours of becoming aware of the alleged breach and,

- where the Tenderer is the Principal Contractor pursuant to the *Work Health and Safety Act 2011* (Qld) in respect of the works, report any grievance or dispute related to workplace relations or work health and safety matters that may impact on the costs of carrying out the work or impact on related contracts or timelines, to the BCCB (or nominee) and the Principal within 24 hours of becoming aware of the grievance or dispute and to provide regular updates on the grievance or dispute;
- (d) report any threatened or actual industrial action that may impact on the work, the costs of carrying out the work, or impact on related contracts or timelines to the BCCB (or nominee) and the Principal within 24 hours of becoming aware of such action and to provide regular updates about the steps being taken to resolve the threatened or actual industrial action;
 - (e) take all steps reasonable available to prevent, or resolve, industrial action which adversely affects or has the potential to adversely affect the delivery of the works or other related contracts on time and within budget; and
 - (f) take all reasonably available steps to prevent, or bring to an end, unprotected industrial action occurring on, or affecting the works, including by pursuing legal action where possible. Any such legal action must be conducted (and where appropriate, concluded) in a manner consistent with the guiding principles and objectives of the Queensland Guidelines, including supporting the outcomes of compliance with the law, productivity in delivering works on time and within budget, maintaining a high standard of safety and protecting freedom of association.
9. Without limiting the obligations and requirements of the Queensland Code and Queensland Guidelines, the Tenderer will ensure that any subcontractors and consultants engaged by the Tenderer in connection with the work under the Contract comply with each of the requirements of clause 8 of this Compliance Schedule.

Privately Funded Projects:

10. The Tenderer warrants that in respect to privately funded building and construction work it, it and its related entities, will:
- (a) comply with the Queensland Code and Queensland Guidelines;
 - (b) maintain adequate records of compliance with the Queensland Code and Queensland Guidelines including compliance by its subcontractors and consultants;
 - (c) allow Queensland Government authorised personnel including BCCB authorised personnel to:
 - (i) access the site and premises;
 - (ii) monitor and investigate compliance with the Queensland Code and Queensland Guidelines;
 - (iii) inspect any work, material, machinery, appliance, article or facility;
 - (ii) inspect and copy any record relevant to the works the subject of any contract the subject of these Tender Documents; and
 - (iii) interview any person,
 as is necessary to confirm the Tenderer's compliance with the Queensland Code and Queensland Guidelines;
 - (d) ensure subcontractors and consultants engaged by the Tenderer in connection with the Tenderer's privately funded building and construction work comply with obligations of this clause 10 of this Compliance Schedule.

Declaration

11. By signing this Compliance Schedule on behalf of the Tenderer, the authorised representative declares that they have full authority to execute this Compliance Schedule on behalf of the Tenderer and have obtained all necessary consents and approvals to bind the Tenderer to its terms and conditions.

Signature of authorised representative:
Signature

Name of authorised representative:
Please print in block letter full name

Date: