|  |
| --- |
| Fulfilling the requirements in this Compliance Schedule does not automatically mean a party has complied with the Queensland Codes, whereas a failure to fulfil a requirement in this Compliance Schedule is, prima facie, considered to be acting inconsistently with the Queensland Codes. |
| **Compliance schedule****Primary acknowledgments and undertakings**1. By completing this Compliance Schedule and submitting an expression of interest or Tender response, the Tenderer:
	1. acknowledges that the Queensland Government’s *Code of Practice for the Building and Construction Industry* (Queensland Code) applies to the project, the subject of this Tender
	2. undertakes that it, and its related entities, will comply with the Queensland Code on:
		1. the project, the subject of this Tender
		2. any privately and publicly funded building and construction Work to which the Queensland Code applies, on and from the date of submitting this expression of interest or Tender response (if not already required to comply on such privately and publicly funded projects)
	3. confirms that it and its related entities have complied with:
		1. the Queensland Code on all its other projects to which the Queensland Code applies or has been applied
		2. all applicable legislation, Court and Tribunal orders, directions and decisions, and industrial instruments
	4. confirms that neither it, nor any of its related entities, are subject to a sanction or other circumstance that would preclude the Tenderer from submitting an expression of interest or Tender response or, if successful, being awarded the Tender.

**Sanctions for non‑compliance**1. The Tenderer acknowledges that where it, or a related entity, fails to comply with the Queensland Code, a sanction may be imposed on the Tenderer or its related entity or both. The sanctions that can be imposed include, but are not limited to, one or more of the following:
	1. a formal warning that a further breach will lead to severe sanctions
	2. referral of a complaint to the relevant industry organisation for assessment against its own professional code of conduct and appropriate action
	3. reduction in Tendering opportunities at either agency or government‑wide level, for example, by exclusion of the breaching party from Tendering for government work above a certain value, or for a specified period
	4. reporting the breach to an appropriate statutory body
	5. publishing the breach and identifying the party.

**Disclosure of information**1. The Tenderer agrees and gives its consent (or reaffirms its consent), and confirms that its related entities agree and give their consent (or reaffirm their consent), to the disclosure of information concerning the Tenderer's and the Tenderer's related entities' compliance with the Queensland Code, and including disclosure of details of past conduct and whether or not sanctions have been imposed on a Tenderer or its related entities.
2. The Tenderer confirms that it has obtained, or will obtain, the consent of each subcontractor or consultant it proposes to use on the project, or that it will use, if successful in the Tender, to the disclosure of information concerning the subcontractor's and consultant's compliance with the Queensland Code, and Federal Code, including disclosure of details of past conduct and whether or not sanctions have been imposed on the subcontractor or consultant or its related entities.
3. The consent (or reaffirmation of consent) by the Tenderer, its related entities and any proposed or subsequent subcontractors, is given to the State of Queensland, its agencies and Ministers,
	1. the exercise of their statutory or portfolio responsibilities
	2. investigating and checking claims and assertions made by the Tenderer in any documents provided as part of its expression of interest or Tender response
	3. monitoring, investigating and enforcing the Queensland Code, and
	4. ensuring, facilitating and promoting compliance with the Queensland Code.
4. The Tenderer acknowledges that this consent is not limited to this Tender, or this project, as parties are expected to comply with the Queensland Code on future projects to which they apply.

Positive obligations1. Without limiting the obligations and requirements in the Queensland Code, the Tenderer acknowledges and undertakes to comply with its positive obligations under the Queensland Code, including to:
	1. allow Queensland Government authorised personnel to:
		1. access the project site and other premises
		2. monitor and investigate compliance with the Queensland Code
		3. inspect any Work, material, machinery, appliance, article, or facility
		4. inspect and copy any record relevant to the project, and
		5. interview any person

as is necessary to demonstrate compliance with the Queensland Code* 1. notify the Client Agency of any alleged breaches of the Queensland Code and of voluntary remedial action taken, within 24 hours of becoming aware of the alleged breach
	2. (for Principal contractors only) report any grievance or dispute relating to workplace relations or Workplace Health and Safety (WH&S) matters, that may impact on project costs, related Contracts or timelines to the Client Agency within 24 hours of becoming aware of the grievance or dispute and to provide regular updates on the grievance or dispute
	3. report any threatened or actual industrial action that may impact the project, project costs, related Contracts or timelines to the Client Agency within 24 hours and provide regular updates about the steps being taken to resolve the threatened or actual industrial action
	4. take all steps reasonably available to prevent, or resolve, industrial action which adversely affects, or has the potential to adversely affect, the delivery of the project or other related Contracts on time and within budget
	5. take all reasonably available steps to prevent, or bring to an end, unprotected industrial action occurring on, or affecting the project, 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 Code, namely supporting outcomes of compliance with the law, productivity in delivering the project on time and within budget, maintaining a high standard of safety and protecting freedom of association.
1. Without limiting the obligations and requirements of the Queensland Code, the Tenderer acknowledges its obligation to ensure, through Contract, that subcontractors and consultants similarly do, or allow for, each of these applicable positive obligations.

**Privately‑funded work**1. The Tenderer acknowledges and agrees that, in respect of its privately‑funded building and construction Work, it and its related entities, will:
	1. comply with the Queensland Code
	2. maintain adequate records of compliance with the Queensland Code (including by Contractors)
	3. allow Queensland Government authorised personnel to:
		1. access the sites and premises
		2. monitor and investigate compliance with the Queensland Code
		3. inspect any Work, material, machinery, appliance, article, or facility
		4. inspect and copy any record relevant to the project
		5. interview any person

as is necessary to demonstrate compliance with the Queensland Code* 1. ensure Contractors and consultants similarly do, or allow, for each of these obligations.

**Subcontractors and consultants**1. Where the Tenderer proposes to subcontract a part of the project Works, and it is authorised to do so, it agrees that it will ensure, through Contract, that each subcontractor or consultant agrees to the above Clauses:
	1. the Items in Clauses 1.1 (Primary acknowledgments and undertakings ) and 1.4 to 1.7 (Disclosure of information) in respect of the relevant subcontractor or consultant
	2. comply with the applicable plans and policies on the project referred to in Clauses 1.8 to 1.9 (Positive obligations) and 1.10 (Privately funded Work)
	3. where a nominated subcontractor or consultant is proposed in Tender documents, that the nominated party cooperates with Queensland Government authorised personnel during the Tender process for purposes outlined in Clauses 1.2 to 1.3 (Sanctions for non‑compliance).

Declaration by Tenderer and authorised representativeBy signing this declaration on behalf of the Tenderer, the authorised representative declares that they have full authority to execute it and have obtained any necessary consents and approvals to do so. |

|  |
| --- |
| Authorisation |
| For and on behalf of the Tenderer |
| Name / Position of Authorised Person | Signature | Date |
|  |  |  |
| Name of Tenderer (insert full legal name, including Australian Business Number (ABN) and, where applicable, Australian Company Name (ACN) of Tenderer) |
|  |
| The Department of Transport and Main Roads collects personal information on this form so that you may authorise the Tender for and on behalf of the Tenderer. The information on this form is accessible by authorised departmental officers and external personnel who are engaged to assess tenders and if your organisation is the successful Tenderer, the department may from time to time disclose your contact details to third parties as a point of contact. |