

## CODE COMPLIANCE

### STATE/ TERRITORY CODE PROVISIONS

The jurisdiction identified in Part A Item 11 applies.

The jurisdictions addressed in this clause Code Compliance are

- *NSW Code of Practice for Construction Work* (refer 1.1)
- *Queensland Code of Practice for Construction Work* (refer 1.2)
- *Western Australian Building and Construction Industry Code of Conduct 2016* (refer 1.3).

#### 1.1 NSW Code of Practice for Construction Work

**Construction Compliance Unit** means any unit established to monitor compliance with and receive reports of alleged breaches of the NSW Code.

**NSW Code** means the *New South Wales Code of Practice for Procurement*, as varied or replaced from time to time, and:

- prior to 1 July 2013, includes the *Implementation Guidelines for the NSW Code of Practice and Code of Tendering*; and
- from 1 July 2013, includes the *Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction (NSW Guidelines)*, as varied or replaced from time to time (the NSW Code is currently available at [www.procurepoint.nsw.gov.au](http://www.procurepoint.nsw.gov.au)).
  - (a) By submitting a Tender, the Tenderer acknowledges and agrees that it:
    - (i) is aware that the NSW Code applies to the Agreement to carry out the Works;
    - (ii) will be deemed to have read the NSW Code;
    - (iii) must comply with the NSW Code;
    - (iv) will agree, if successful in the Tender, to contractual terms to give effect to the NSW Code and mechanisms to ensure their compliance and enforcement; and
    - (v) will comply with, and all of its Related Companies will comply with, the NSW Code in respect of any of their building and construction work (including any subsequent privately funded work), on and from the date of submitting the Tender.
  - (b) The Tenderer agrees that it must include in its Tender any document and information necessary to meet the requirements of section 6.1 and section 9 of the NSW Guidelines (including possibly a Workplace Relations Management Plan and/or a Health and Safety Management Plan).
  - (c) The Tenderer acknowledges that by submitting this Tender it agrees to authorised personnel of the Construction Compliance Unit, taking steps to investigate claims and assertions made by the Tenderer in any of the documents referred to above in clause C1.1(b) before any Tender is awarded. The Tenderer acknowledges and agrees that co-operation with the Compliance Construction Unit is an essential component of the RFT process. Co-operation by the Tenderer will include allowing the authorised personnel of the Compliance Construction Unit to:
    - (i) access premises and sites controlled by the Tenderer or its Related Companies;
    - (ii) monitor and investigate compliance with the NSW Code, including inspecting and copying relevant records and documents;
    - (iii) inspect any work, material, machinery, appliance article or facility; and
    - (iv) interview any person as is necessary to investigate the Tenderer's claims or to demonstrate the Tenderer's current or, where relevant, past compliance with the NSW Code during the RFT process.
  - (d) Notwithstanding any other provision of the Tender, the Tenderer agrees and consents to the disclosure of information concerning the Tenderer's, and the Tenderer's Related Companies, compliance with the NSW Code, including the disclosure of details of past and present conduct relating to the NSW Code, the *Code for the Tendering and Performance of Building Work 2016* (National Code), including whether or not sanctions have been imposed on a Tenderer or any of its Related Companies by the Commonwealth or any State or any government agency. This consent is given to the State of New South Wales, including its agencies, Ministers and the Compliance Construction Unit for purposes including monitoring and/ or investigating compliance and ensuring, facilitating and promoting compliance with the NSW Code.
  - (e) Where the Tenderer proposes to subcontract a part of the Works, and it is authorised to do so, it agrees that it will ensure, through contract, that each Subcontractor (including consultants) agrees

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to:

- (i) the items in clause C1.1(a) and clause C1.1(d) in respect of the relevant Subcontractor (including a consultant);
- (ii) comply with the applicable plans and policies on the Project referred to in clause C1.1(b); and
- (iii) where a nominated Subcontractor (including a consultant) is proposed in the Tender, that nominated party co-operates with NSW Government authorised personnel during the Tender process for the purposes outlined in this Schedule C1.1.

### 1.2 Queensland Code of Practice for Construction Work

'**Building and Construction Code Branch**' or '**BCCB**' means any branch established within the Department of Justice and Attorney General which will have operational responsibility for administering the Queensland Code, investigating suspected breaches and reporting non-compliance.

**Queensland Code** means the Queensland Code of Practice for the Queensland Building and Construction Industry, as varied or replaced from time to time, and:

- prior to 1 July 2013, includes the *Implementation Guidelines for the Code of Practice for the Building and Construction Industry*; and
- from 1 July 2013, includes the *Implementation Guidelines to the Queensland Code of Practice for the Building and Construction Industry (Queensland Guidelines)*, as varied or replaced from time to time (the Queensland Code is currently available at [www.justice.qld.gov.au](http://www.justice.qld.gov.au)).

Queensland Implementation Guidelines

- (a) By submitting a Tender, the Tenderer acknowledges and agrees that it:
  - (i) is aware that the Queensland Code applies to the Agreement to carry out the Works;
  - (ii) will be deemed to have read the Queensland Code;
  - (iii) must comply with the Queensland Code;
  - (iv) will agree, if successful in the Tender, to contractual terms to give effect to the Queensland Code and mechanisms to ensure their compliance and enforcement; and
  - (v) will comply with, and all of its Related Companies will comply with, the Queensland Code in respect of any of their building and construction work (including any subsequent privately funded work), on and from the date of submitting the Tender.
- (b) The Tenderer agrees that it must include in its Tender any document and information necessary to meet the requirements of section 5.1 and section 8 of the Queensland Guidelines (including possibly a Workplace Relations Management Plan and/ or a Health and Safety Management Plan).
- (c) The Tenderer acknowledges that by submitting this Tender it agrees to authorised personnel of the BCCB, taking steps to investigate claims and assertions made by the Tenderer in any of the documents referred to above in clause C1.2(b) before any Tender is awarded. The Tenderer acknowledges and agrees that co-operation with the BCCB is an essential component of the RFT process. Co-operation by the Tenderer will include allowing the authorised personnel of the BCCB to:
  - (i) access premises and sites controlled by the Tenderer or its Related Companies;
  - (ii) monitor and investigate compliance with the Queensland Code, including inspecting and copying relevant records and documents;
  - (iii) inspect any work, material, machinery, appliance article or facility; and
  - (iv) interview any person as is necessary to investigate the Tenderer's claims or to demonstrate the Tenderer's current or, where relevant, past compliance with the Queensland Code during the RFT process.
- (d) Notwithstanding any other provision of the Tender, the Tenderer agrees and consents to the disclosure of information concerning the Tenderer's, and the Tenderer's Related Companies, compliance with the Queensland Code, including the disclosure of details of past and present conduct relating to the Queensland Code, the National Code, including whether or not sanctions have been imposed on a Tenderer or any of its Related Companies by the Commonwealth or any State or any government agency. This consent is given to the State of Queensland, including its agencies, Ministers and the BCCB for purposes including monitoring and/or investigating compliance and ensuring, facilitating and promoting compliance with the Queensland Code.
- (e) Where the Tenderer proposes to subcontract a part of the Works, and it is authorised to do so, it agrees that it will ensure, through contract, that each Subcontractor (including a consultant) agrees to:
  - (i) the items in clause C1.2(a) and clause C1.2(d) in respect of the relevant Subcontractor (including a consultant);
  - (ii) (comply with the applicable plans and policies on the project referred to in clause C1.2(b); and

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- (iii) where a nominated Subcontractor (including a consultant) is proposed in the Tender, that nominated party co-operates with Queensland Government authorised personnel during the tender process for the purposes outlined in this Schedule.

### 13.3 Western Australian Building and Construction Industry Code of Conduct 2016

**WA Code** means the *Western Australia Building and Construction Industry Code of Conduct 2016*, as varied or replaced from time to time.

- (a) By submitting a Tender, the Tenderer acknowledges and agrees that it:
  - (i) is aware that the WA Code applies to the Agreement to carry out the Works;
  - (ii) will be deemed to have read the WA Code;
  - (iii) must comply with the WA Code;
  - (iv) will agree, if successful in the Tender, to contractual terms to give effect to the WA Code and mechanisms to ensure their compliance and enforcement; and
  - (v) will comply with, and all of its Related Companies will comply with, the WA Code in respect of any of their building and construction work (including any subsequent privately funded work), on and from the date of submitting the Tender.
- (b) The Tenderer agrees that it must include in its Tender any document and information necessary to meet the requirements of the WA Code (including possibly a Workplace Relations Management Plan).
- (c) The Tenderer acknowledges that by submitting this Tender it agrees to authorised personnel of the Western Australian Government and Downer, and those authorised by the Western Australian Government or Downer, taking steps to investigate claims and assertions made by the Tenderer in any of the documents referred to above in clause C1.3(b) before any Tender is awarded. The Tenderer acknowledges and agrees that co-operation with the Western Australian Government and Downer is an essential component of the RFT process. Co-operation by the Tenderer will include allowing the authorised personnel of the Western Australian Government and Downer to:
  - (i) access premises and sites controlled by the Tenderer or its Related Companies;
  - (ii) monitor and investigate compliance with the WA Code, including inspecting and copying relevant records and documents;
  - (iii) inspect any work, material, machinery, appliance article or facility; and
  - (iv) interview any person as is necessary to investigate the Tenderer's claims or to demonstrate the Tenderer's current or, where relevant, past compliance with the WA Code during the RFT process.
- (d) Notwithstanding any other provision of the Tender, the Tenderer agrees and consents to the disclosure of information concerning the Tenderer's, and the Tenderer's Related Companies, compliance with the WA Code, including the disclosure of details of past and present conduct relating to the WA Code, the National Code, including whether or not sanctions have been imposed on a Tenderer or any of its Related Companies by the Commonwealth or any State or any government agency. This consent is given to the State of Western Australia, including its agencies and Ministers for purposes including monitoring and/or investigating compliance and ensuring, facilitating and promoting compliance with the WA Code.
- (e) Where the Tenderer proposes to subcontract a part of the Works, and it is authorised to do so, it agrees that it will ensure, through contract, that each Subcontractor (including a consultant) agrees to:
  - (i) the items in clause C1.3(a) and clause C1.3(d) in respect of the relevant Subcontractor (including a consultant);
  - (ii) comply with the applicable plans and policies on the project referred to in this schedule C1.3; and
  - (iii) where a nominated Subcontractor (including a consultant) is proposed in the Tender, that nominated party co-operates with Western Australian Government authorised personnel during the tender process for the purposes outlined in Schedule C1.3

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The Tenderer agrees to comply with the provisions in Schedule above in respect of the Code of the jurisdiction .

**Name of Tenderer**      Tony Nguyen, RJS Projects  
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**Signature**                        
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**Witness Signature**                
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**Date**                              30/08/2020  
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