

Request for Tenders

Project name	New Dwellings
Description of package	Building Works
Request for Tender No.	208

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Conditions of Tendering

Tender Details

Item	Description	Variable Information
Item 1	Project	Merrimac Station Project New Dwellings
Item 2	Package	Building Works
Item 3	Date for Tender	1/04/2023
Item 4	Closing Time	April 2023 pm
Item 5	Tender Validity Period	calendar days after the Date for Tender.
Item 6	Site Office	Street Address 1 Martin Drive, Tomago Postal Address Level 1
Item 7	Contractor's Representative	Tracey Baailey Tracey.baailey@freedomhomes.com.au 0425329122
Item 8	Method and address for submission of Tender	The Tender must be addressed to: The Contractor's Representative and be delivered by all methods ticked: ☒ Electronically to the email address stated in Item 7. ☐ Prepaid Post to the Site Office postal address, including: (i) <u>Insert number of hard copies</u> hard copies; and (ii) <u>Insert number of electronic copies</u> electronic copies; and ☐ Hand delivery to the Site Office street address, including: (i) <u>Insert number of hard copies</u> hard copies; and (ii) <u>Insert number of electronic copies</u> electronic copies.
Item 9	Format of Tenders	Hard copy documents must be no larger than N/A – hardcopy not required. Tender submission via Felix. Electronically copies must be in Microsoft office and/or PDF file types and submitted via Felix.
Item 10	Minimum content of Tenders	The Tender (including all attachments, schedules and supporting documents) must be in writing and in English. All measurements must be expressed in Australian legal units of measurement unless otherwise specified. The Tender must include a PDF copy of the Tenderer's Deed Poll in the form of Schedule 5 duly signed by the Tenderer.
Item 11	Briefing	A briefing: ☒ will not be conducted.

Item	Description	Variable Information
		☐ will be conducted at the Site Office street address commencing at 8 am on 1/07/2023. If a briefing is conducted, the following paragraphs apply. No more than 5 representatives of the Tenderer may attend the briefing. The Tenderer must ensure its representatives sign the attendance record. The Tenderer must advise the Contractor's Representative by email by 20/04/2023: (a) whether it will attend the briefing; and (b) if so, who will attend for the Tenderer.
Item 12	Principal	Owner
Item 13	Head Contract	The contract under which the Principal engaged the Contractor to carry out work in connection with the Project, dated on or about 21/07/2023.
Item 14	Principal Contractor	The Contractor: ☐ is the Principal Contractor for the Project; ☒ is not the Principal Contractor for the Project, and the Principal Contractor is: Name: Freedom Homes Pty Ltd ABN: 83 053 781 703 Address: 1 Martin Drive, Tomago Email: Tracey.baailey@freedomhomes.com.au Representative's mobile: 0425329122 or such other person as notified by the Contractor from time to time.
Item 15	Site	Refer to Schedule 1 – Site Location.
Item 16	Tender Criteria	Priced evaluation and non-priced subcontractor / supplier capability assessment. Refer to Schedule 6 Returnable Schedules.
Item 17	Not used.	.Not used.
Item 18	State/Territory code or guidelines apply	☒ Yes / ☐ No If State/Territory code or guidelines apply, the Tenderer must complete and submit all forms required by the relevant code and guidelines and any other documents the Contractor may require in connection with compliance with the code and guidelines.
Item 19	Governing Law and Jurisdiction	☐ Australian Capital Territory ☒ New South Wales ☐ Northern Territory ☐ Queensland

Item	Description	Variable Information
		☐ South Australia ☐ Tasmania ☐ Victoria ☐ Western Australia

1. Definitions and interpretation

1.1 Definitions

Unless the context otherwise requires:

Business Day	means a day defined as a business day in the relevant Security of Payment Law, or if that Law does not define business days, any day that is not: (a) a Saturday, Sunday or any other day which is a public holiday at the Site; or (b) 27, 28, 29, 30 or 31 December; (c) a day that is wholly or partly observed as a public or statutory holiday in the State or Territory in which the Site is located.
Claim	means any request, demand or entitlement in relation to, arising out of or in connection with this Request for Tender for payment, costs, loss, damages, liabilities, expenses or other amounts of any kind, including in tort, for breach of contract or quasi contract, misrepresentation and damages under any statute, unjust enrichment, quantum meruit, restitution or under any other Law;
Confidential Information	means: (a) such parts of the Tender as contain the Tenderer's proposed price and, to the extent the information differs from industry standards, work methods; (b) this Request for Tender, the Head Contract and all other information of a confidential character whether written or oral which is given to or obtained or learned by the Tenderer for the purpose of or in connection with this Request for Tender or the Project including information about business, operations, customers, products, marketing strategies, future development plans, technical information, intellectual property, survey results, pricing information, marketing information and commercial information of any other nature relating to or developed in connection with the business of the Contractor or the Principal.
Contractor	means ☒ FULTON HOGAN CONSTRUCTION PTY LTD ABN 46 010 240 758 ☐ FULTON HOGAN INDUSTRIES PTY LTD ABN 54 000 538 689 ☐ FULTON HOGAN QUARRIES PTY LTD ABN 16 004 475 076

☐ FULTON HOGAN UTILITIES PTY LTD ABN 83 632 499 686

Intellectual Property	means any copyright, patent right, registered design or other protected right, including Moral Rights.
Law	includes: (a) all legislation and subordinate legislation; (b) all documents, instruments, requirements and prescriptions of any entity made under any legislation or subordinate legislation; (c) fees and charges payable in connection with the above.
Moral Rights	means each of the following: (a) a right of attribution of authorship; (b) a right not to have authorship falsely attributed; (c) a right of integrity of authorship.
Personal Information	has the meaning given to that term in the Privacy Act applicable to this Subcontract.
Personnel	means officers, employees, contractors, consultants, agents and invitees: (a) in respect of the Contractor and the Principal - other than the Tenderer; (b) in respect of the Tender - includes any subsidiary subcontractor and their respective Personnel.
Privacy Law	any Law that gives effect to the Privacy Principles, or principles materially similar to the Privacy Principles, established by the <i>Privacy Act 1988</i> (Cth), including <i>Privacy and Personal Information Protection Act 1998</i> (NSW) and <i>Health Records and Information Privacy Act 2002</i> (NSW).
Related Entity	has the meaning given in the <i>Corporations Act 2001</i> (Cth).
Tender	means a proposal to perform work in connection with the Project in response to this Request for Tender.
Tenderer	means a person who submits a proposal to perform work in connection with the Project in response to this Request for Tender.

2. General Conditions

2.1 Interpretation

- (1) Except where the Contractor is expressly required to act reasonably in exercising a right, power or function under the Request for Tender, the Contractor may decide whether and in what manner it does so in its own discretion and is under no obligation to consider the interests of any other person or party, including the Tenderer.
- (2) Terms used in the Tender Details and the balance of this document have the meaning given in the Tender Details.
- (3) Reference to:
 - (a) the singular includes the plural and the plural includes the singular;

- (b) a person includes a body corporate;
 - (c) a Law, code, guideline or a provision of any of them includes:
 - (d) any amendment or replacement of it; and
 - (e) another Law, code, guideline or instrument made under it, or made under it as amended or replaced.
 - (f) dollars means Australian dollars unless otherwise stated.
- (4) "Include" and similar expressions are not words of limitation.
 - (5) Words or expressions given a particular meaning, have a corresponding meaning in other parts of speech and grammatical forms of that word or expression.

2.2 Discrepancies

- (1) If any Tenderer identifies any error, omission, fault, ambiguity, discrepancy, contradiction or lack of clarity in the Request for Tender or any of the documents comprising the Request for Tender, it must promptly notify the Contractor.
- (2) Any error, omission, fault, ambiguity, discrepancy, contradiction or lack of clarity comprising the Request for Tender may be resolved by the Contractor, in its absolute discretion, and directed in writing. The Tenderers submission will be based on that direction.
- (3) The Tenderer has no right or remedy to Claim against the Contractor or any of its Personnel in connection this clause or any conduct of the Contractor or its Personnel in connection with this clause.

3. Request for Tender (Request for Tender)

3.1 Documents comprising the Request for Tender

- (1) The Request for Tender comprises:
 - (a) these Conditions of Tendering;
 - (b) the draft Scope in Schedule 1;
 - (c) the draft subcontract in Schedule 4;
 - (d) each other Schedule to these Conditions of Tendering;
 - (e) each other document incorporated by reference in these Conditions of Tendering, including its schedules.

3.2 Request for Tender and Tender is not a contract

- (1) This Request for Tender is an invitation to treat.
- (2) The Tender must be an offer capable of acceptance.

- (3) Neither this Request for Tender nor submission of any Tender constitutes acceptance of any offer of any kind made by or for the Contractor, the Principal or their respective Personnel.
- (4) Despite any other provision of this Request for Tender, no binding contract (including process contract) or other understanding or arrangement of any kind in connection with the Request for Tender, Tender, Project or the Package (including any form of contractual, quasi- contractual or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Contractor and the Tenderer unless and until a contract is signed by the Contractor and the Tenderer.

3.3 Times and Dates

Any time or date in this Request for Tender is for the convenience of the Contractor. The establishment of a time or date in this Request for Tender does not create an obligation on the part of the Contractor to take any action or exercise any right established in the Request for Tender or otherwise.

3.4 Contractor not responsible for any Tenderer's costs

The Contractor is not responsible for any costs or expenses incurred by any Tenderer in preparation or lodgement of a Tender or taking part in the Request for Tender process.

3.5 Changes to or withdrawal of Request for Tender and Tenderers

- (1) The Contractor may, in its absolute discretion, for its convenience, at any time (including after the Date for Tender):
 - (a) withdraw this Request for Tender;
 - (b) cancel this Request for Tender;
 - (c) postpone this Request for Tender;
 - (d) change this Request for Tender in any manner the Contractor considers fit including, without limitation:
 - (i) the conditions of Tendering;
 - (ii) the Package;
 - (iii) the persons invited to Tender;
 - (iv) the Date for Tender;
 - (v) the Closing Time;
 - (vi) the method or address for submission of the Tender;
 - (vii) by excluding a Tenderer from further participation in the Request for Tender process for any reason.
- (2) The Contractor may, in its absolute discretion, give notice to a Tenderer of the exercise of any power or right under and in connection with clause 3.5 at any time and by any method.

The Contractor is not required to give any notice to any Tenderer or prospective Tenderer in connection with the exercise of such power or right at all.

- (3) If the Contractor exercises a power or right under and in connection with clause 3.5 after a Tender has been submitted, the Contractor may request the Tender to be amended.
- (4) The Tenderer has no right or remedy to Claim against the Contractor or any of its Personnel in connection with any withdrawal, cancellation, or change to this Request for Tender, the Date for Tenders or change to the Closing Time, or any notice given (or not given) by the Contractor to any person in connection with such conduct.

4. Tender preparation and lodgement

4.1 Tenderers to inform themselves

- (1) The Contractor is not responsible for the sufficiency, adequacy, or accuracy of information supplied or representation made by the Contractor, the Principal or their respective Personnel to the Tenderer at any time.
- (2) The Contractor may, in its absolute discretion, hold a briefing or briefings in connection with this Request for Tender. The Contractor may, in its absolute discretion, invite the Tenderer and others, or others and not the Tenderer, to attend any briefing. Anything said or done and all information and representations made at or in connection with any briefing are for information purposes only and clause 4.1 applies to all such information and representations. Nothing said or supplied during any briefing changes this Request for Tender in any way, except as subsequently notified by the Contractor in writing.
- (3) The Tenderer must:
 - (a) make its own assessment of information supplied by or, representation or misrepresentation made by the Contractor, the Principal or their respective Personnel;
 - (b) make its own enquiries and investigations of all risks connected with this Request for Tender, the Site and its surroundings, the Package, the proposed Subcontract and everything else that might affect the Tender or the performance by the Tenderer of the proposed Subcontract;
 - (c) not rely on any information supplied by or, representation or misrepresentation made by the Contractor, the Principal or their respective Personnel;
 - (d) satisfy itself that its Tender (including Tendered prices) is accurate, complete, adequate (including for all risks and contingencies that might affect the Tender or the performance by the Tenderer of the proposed Subcontract) and is not misleading.
- (4) To the full extent permitted by Law, the Tenderer releases the Contractor from, and undertakes to make no Claim against the Contractor in connection with:
 - (a) the supply or failure to supply or make any information, representation or misrepresentation;
 - (b) the sufficiency, adequacy, or accuracy of information supplied, or representation or misrepresentation made;

- (c) by the Contractor, the Principal or their respective Personnel to the Tenderer at any time before, on, or after the submission of any Tender, and any interpretation, deduction, inference or conclusion of the Tenderer or its Personnel (including based on such information).

4.2 Tender preparation

- (1) The Tenderer must complete and provide the information requested in the Schedules to these Conditions of Tender.
- (2) Supporting documentation may be provided to enhance the Tender.

4.3 Questions

- (1) The Tenderer must direct any questions regarding this Request for Tenders in writing to the Contactor's Representative.
- (2) Tenderers may submit questions to the Contractor's Representative no later than insert number of Business Days before Date for Submission for submission of questions by Tenderers Business Days prior to the Date for Submission.
- (3) The Contractor may, in its absolute discretion, circulate any Tenderer's questions and the Contractor's answers to all other Tenderers, unless those questions are identified as "Commercial in Confidence".

4.4 Submission of Tender

- (1) The Tenders must be lodged by the Closing Time on the Date for Tender by the method and at the address for submission specified in the Tender Details or as subsequently notified in writing by the Contractor.
- (2) If the Tender is submitted electronically, it must:
 - (a) be lodged in the format specified in the Tender Details.
 - (b) be saved using file names that:
 - (i) sufficiently identify the Tenderer including by name;
 - (ii) reflect the parts of the response they represent, where the response comprises multiple files; and
 - (c) not exceed a combined file size of 500 megabytes per upload.

4.5 Mandatory Tender Content

The Tender must:

- (a) Identify details of where the Tenderer's offer is not in accordance with the Request for Tender;
- (b) include fully completed Contract Details for the proposed Subcontract initialled on each page by an officer of the Tenderer;

- (c) include a duly executed deed poll in the form contained in Schedule 5 (or otherwise as directed by the Contractor) (if any);
- (d) if Item 17 applies, include duly executed declarations of compliance in the form contained in Schedule 6 (or otherwise as directed by the Contractor);
- (e) be an unqualified offer to contract on the terms contained in the proposed Subcontract (without amendment).

4.6 Alternative proposals

The Tender may be accompanied by an alternative proposal, which:

- (a) must identify precisely the differences from the Tender and, if the differences include any changes to the proposed Subcontract or Scope, contain the drafting for the proposed change.
- (b) must also be an unqualified offer to contract on the terms contained in the alternative proposal.

4.7 Tender validity period

- (1) The Tender and any alternative proposal must remain open for acceptance during the Tender Validity Period.
- (2) The Tender and each alternative proposal remain open for acceptance during the Tender Validity Period despite any request for clarification, negotiation, rejection or counter-offer or other conduct by the Contractor or its Personnel.

4.8 Clarification and changes to Tenders

- (1) The Tenderer must not clarify or change its Tender in any way after it is submitted except as permitted by written notice from the Contractor.
- (2) The Contractor may, in its absolute discretion, at any time prior to acceptance of the Tender request the Tenderer to clarify or change its Tender and may specify the period within which the Tenderer must submit any clarification or change. The Tenderer must comply with the request.
- (3) If the Contractor requests clarification and the Tenderer fails to clarify the Tender to the Contractor's reasonable satisfaction, the Contractor may, in its absolute discretion, state the clarification that applies and the Tender will be deemed to have been clarified in that manner by the Tenderer.

4.9 Joint Tenders

If a Tenderer is comprised of more than one legal entity, the Tender must:

- (a) include the information sought in the Request for Tender for each entity;
- (b) describe in detail in the Tender the relationship between each of the legal entities and the structure proposed for managing their relationship. There must be a single point of contact for all communications in relation to the Request for Tender.

- (c) state that each legal entity comprising the Tenderer is jointly and severally liable for the performance of all other legal entities comprising the Tenderer; and
- (d) include such other information that the Contractor requires to undertake a risk assessment of the proposed Tender.

5. Probity and collusion

- (1) By submitting a Tender or other proposal in connection with this Request for Tender or its subject matter, the Tenderer represents and promises that:
 - (a) it has not engaged, and will not engage, in any collusive or anti-competitive arrangement or understanding in connection with its Tender for, or entry into, the Subcontract.
 - (b) it has and will continue to comply with all applicable Laws and requirements relating to anti-bribery and anti-money laundering.
 - (c) neither the Tenderer nor any of its Related Entity or any officer of any of them has been convicted of bribery of any Australian or foreign government official at any time during the last seven years.
- (2) Without limiting any other right or remedy, the Contractor may recover from the Tenderer:
 - (a) all costs incurred by the Contractor in connection with this Request for Tender and any change to, or postponement, cancelation or withdrawal of this Request for Tender, as a result of or in connection with any misrepresentation or breach of promise made in clause 5(1);
 - (b) the value of any payment or other benefit made directly or indirectly to an unsuccessful Tenderer or a trade or industry association or other person contrary to any misrepresentation or breach of promise made in clause 5(1).

6. Consideration of Tenders

The Contractor may, in its absolute discretion, but is not required under any circumstances to, do any or all of the following:

- (a) consider any Tender or alternative proposal;
- (b) accept any Tender or alternative proposal;
- (c) reject any Tender or alternative proposal;
- (d) request clarification of, or additional information in connection with, any Tender or alternative proposal;
- (e) request a presentation from the Tenderer regarding the Tender or alternative proposal;
- (f) negotiate with the Tenderer or others (including any one who has not submitted a Tender in connection with this Request for Tender, the Package or the Project);

- (g) seek alternative proposals from the Tenderer or others (including any one who has not submitted a Tender in connection with this Request for Tender, the Package or the Project);
- (h) use material Tendered in response to one evaluation criterion in the evaluation of other criteria;
- (i) visit the Tenderers' facilities or proposed facilities;
- (j) request and hold such workshops, presentations, site visits, demonstrations, testing and trials as the Contractor considers fit;
- (k) exclude any Tender or Tenderer from further consideration for any reason at any time and without notice;
- (l) select a preferred Tenderer or Tenderers (without prejudicing any other rights or discretions of the Contractor);
- (m) apply the Tender Criteria or any other Tender criteria, and weigh all Tender Criteria, as the Contractor considers fit.

7. Ownership of Tenders, Intellectual property rights, Confidential Information, Privacy and Media

7.1 Ownership of Tenders

All documents submitted by a Tenderer in connection with this Request for Tender become the property of the Contractor and the Contractor may use, retain and copy the information contained in those documents for any purpose, including:

- (a) evaluation and selection of any Tender;
- (b) preparation and negotiation of any contract in connection with the Project; and
- (c) verifying the currency, consistency and adequacy of information provided under any other tender process conducted by the Contractor.

7.2 Intellectual property rights granted to the Contractor

All copyright and other Intellectual Property of the Tenderer in all drawings, reports, specifications, calculations, documents and other material provided or prepared by the Tenderer or its Personnel in connection with the Work under the Request for Tender and the Request for Tender Works, vests in the Contractor at submission of the Tender.

7.3 Moral rights

The Tenderer promises that use of the Tender and any documents forming part of it (including any derogatory treatment or destruction) by the Contractor and the Principal and their respective Personnel will not infringe the Moral Rights of the Contractor or any of its Personnel.

7.4 Confidential Information

- (1) Each party must keep confidential all Confidential Information supplied by or for the other party, except to the extent that the Confidential information:
- (a) is in the public domain (other than by a breach of this clause 7.4).
 - (b) is disclosed by a party to its Personnel who need to know the Confidential Information to perform their duties and who are subject to an obligation to keep the information strictly confidential.
 - (c) is disclosed by the Contractor to the Principal.
 - (d) is disclosed by the Contractor or the Principal for the purpose of defending any Claim in relation to the Request for Tender process or any resultant contract;
 - (e) is required to be disclosed by Law.

7.5 Media

The Tenderer must not issue for publication any information concerning the Request for Tender, the Tender, the proposed subcontract or the Project in any media without the written consent of the Contractor. The Tenderer must refer to the Contractor any enquires from any media sources.

7.6 Privacy

The Tenderer must:

- (a) comply with all Privacy Laws, whether or not it is an organisation bound by the Privacy Law;
- (b) use or disclose Personal Information only for the purposes of providing the Request for Tender Works or as expressly permitted under this Request for Tender;
- (c) take all reasonable steps to ensure that the Personal Information is protected against misuse, interference, loss and unauthorised access, modification or disclosure;
- (d) promptly notify the Contractor if the Tenderer becomes aware of any actual or potential breach of the Tenderer's obligations under this clause, and comply with any reasonable direction from the Contractor with respect to remedying that breach;
- (e) not do any act or engage in any practice that would breach any Privacy Law, or would result in the Contractor breaching any Privacy Law;
- (f) not disclose or transfer any Personal Information outside of Australia without the Contractor's prior written consent; and
- (g) whenever requested by the Contractor, return, destroy or otherwise deal with any Personal Information in accordance with the reasonable instructions of the Contractor.

8. General

8.1 No exclusivity

The Contractor (in its absolute discretion) may procure work, services, plant, equipment and materials, like the Package from others as well as or instead of from the Tenderer.

8.2 Governing Law and Jurisdiction

- (1) This Request for Tender is governed by the law of the Commonwealth of Australia and the State or Territory stated in Item 19.
- (2) Only the courts of the Commonwealth of Australia and the State or Territory stated in Item 19 and situated in that State or Territory have jurisdiction in respect of this Request for Tender.

8.3 Retrospectivity

This Request for Tender applies to all proposals or offers by the Tenderer to perform work in connection with the subject matter of this Request for Tender made by the Tenderer, including before the receipt of these Conditions of Tendering by the Tenderer.

Schedule 4 - Subcontract Price

4.1 Adjustment to Subcontract Price - General

The Subcontract Price is not subject to adjustment, except as expressly provided for under the Subcontract.

4.2 Adjustment to Subcontract Price - Rise and Fall

The Subcontract Price is not subject to rise and fall.

4.2.1 Lump Sum all inclusive

The Subcontract Price is all inclusive and the Subcontractor is not entitled to any adjustment to the Subcontract Price or compensation for or in connection with the performance of any of its obligations, nor the supply of any goods and services necessary to the Work under the Subcontract or the Subcontract Works (including anything necessary or incidental to the Work under the Subcontract or the Subcontract Works or otherwise reasonably inferable from this Subcontract and the documents referenced in it).

4.2.2 Schedule of Rates all inclusive

- (1) The Subcontractor represents and promises that:
 - (a) the Schedule of Rates is all inclusive and make full allowance for all Work under the Subcontract, including all items, provisions and allowances for performance of all of its obligations and the supply of all goods and services necessary to the Work under the Subcontract and the Subcontract Works (including anything necessary or incidental to the Work under the Subcontract or the Subcontract Works or reasonably inferable from this Subcontract and the documents referenced in it).
 - (b) the Schedule of Rates fully describes the Work under the Subcontract and everything necessary and incidental to it and, to the extent that the description may not fully describe all of the Work under the Subcontract or there is no rate or item associated with any Work under the Subcontract, the Subcontractor must fulfil its obligations and the cost of doing so is deemed included in the rates or prices generally.
- (2) Any Work under the Subcontract which is not specifically mentioned in the Items in the Schedule of Rates is deemed to be included in the Items.
- (3) If no rate or price is shown in a Schedule of Rates for an Item, the rate or price for that Item is deemed to have been included elsewhere in the Schedule of Rates.

Schedule 5 - Tender Deed Poll

Not applicable.

Schedule 6 - Compliance with the New South Wales Code and New South Wales Procurement Policy

6.1.1 COMPLIANCE WITH THE NEW SOUTH WALES GOVERNMENT'S NEW SOUTH WALES CODE OF PRACTICE FOR THE BUILDING AND CONSTRUCTION INDUSTRY (THE NEW SOUTH WALES CODE)

- (1) The New South Wales Code applies to the Subcontract Works. The Subcontractor must comply with, and meet any obligations imposed by, the Queensland Code.
- (2) The Subcontractor must not appoint or engage another Sub-subcontractor where that appointment or engagement would breach a sanction imposed on the other party in relation to the New South Wales Code
- (3) The Subcontractor must maintain adequate records of compliance with the New south Wales Code, its Sub-subcontractors and Related Bodies Corporate.
- (4) The Subcontractor must allow, and take reasonable steps to facilitate, the New South Wales Government authorised personnel to:
 - (a) Inspect any work, material, machinery, appliance, article or facility;
 - (b) Access information and documents;
 - (c) Inspect and copy any record relevant to the Subcontractor's activities;
 - (d) Have access to personnel; and
 - (e) Interview any person,

As is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code by the Subcontractor, its Sub-subcontractors and Related Bodies Corporate.

- (5) The Subcontractor, and its Related Bodies Corporate, must agree to, and comply with, a request from New South Wales Government personnel for the production of specified documents by a certain date, whether in person, by post or electronic means.

6.1.2 COMPLIANCE WITH THE NEW SOUTH WALES PROCUREMENT POLICY

- (1) The Subcontractor must comply with the New South Wales Procurement Policy (the document of that name issued by the New South Wales Government and available at <https://www.treasury.nsw.gov.au/finance-resource/nsw-government-procurement-policy-framework>)

Schedule 7 - Returnable Schedules