

Department of Energy and Public Works

Conditions of Working with QBuild

Contractors

October 2021

Important notice:

Notice of Machinery of Government change

As notified in the Queensland Government Gazette on 12 November 2020, QBuild became a business unit of the newly formed **Department of Energy and Public Works** as a result of a machinery-of-government changes implemented following the 2020 election.

What this means

This is a change in name only and will not affect any invitations, arrangement or contracts. The Principal remained the same entity, namely: The State of Queensland.

Please note:

All letters and invoices and other correspondence submitted to QBuild and with reference to the department, must include the new name the **Department of Energy and Public Works** effective immediately.



**Queensland
Government**

1. QBuild general business rules of registration for contractors

1.1. Business rules. By registering with QBuild contractors agree to the following business rules:

- a. All required licenses, certificates and insurance policies remain current at all times.
- b. Registration applies only to the provision of works and services for QBuild.
- c. Registration with QBuild will be for two years, subject to Clause 9 or agreement to earlier cancellation at the Registrant's request.
- d. Contractors and workers engaged in the provision of works and services must comply with this *Conditions of Working with QBuild – Contractors* document and any other QBuild conditions that may apply to the specific works or services.
- e. Contractors and workers engaged in the provision of works and services must comply with all relevant legislation.
- f. All reference to days means calendar days unless stated otherwise.
- g. All contractors and workers, who are engaged in the performance of works and services for QBuild are trained to ensure compliance with QBuild requirements.
- h. Contracts will not be assigned (novated) without prior written approval of the Principal.
- i. All claims for payment must be on a tax invoice complying with GST law (refers to *A New Tax System (Goods and Services Tax) Act 1999*).
- j. Contractors and workers maintain the confidentiality of any commercial-in-confidence information obtained about QBuild or its clients unless disclosure is authorised or required by law.
- k. QBuild reserves the right to change or vary its *Conditions of Working with QBuild* or any of its *Conditions of Contract* from time to time (current versions are available from www.business.qld.gov.au/qbuild).
- l. The Contractor must ensure that all representations, warranties, declarations, statements, information and documents ("information") made or provided by the Contractor in connection with applying for registration and working with QBuild are complete, accurate, up-to-date and not misleading in any way. The Contractor must immediately notify QBuild if any information is or becomes incomplete, inaccurate, out-of-date or misleading in any way. Contractors must notify QBuild of any changes to registration details by email or written advice.
- m. Cancellation of QBuild registration may result in the cancellation of any or all current contracts.
- n. Unless otherwise stated, QBuild General Terms and Conditions (Works/Services) apply to any order for Works/Services issued including any job card and to any direction under which Works/Service are performed for QBuild. QBuild General Terms and Conditions (Works/Services) are available from www.business.qld.gov.au/qbuild.
- o. QBuild reserves the right to refuse any registration application or the approval of any subcontractor by issue of a notice to that effect to the Applicant at its sole discretion without giving reasons.
- p. All references to \$ or dollars means Australian dollars (AUD).
- q. For Small Businesses, to assist QBuild to pay you in accordance with the Queensland Government On-time Payment Policy, QBuild requires you to first register your details on the On-time Payment Small Business Register <https://www.business.qld.gov.au/starting-business/advice/support/support/small-business/on-time-payment-policy/on-time-policy>. A Small Business has the meaning as defined in clause 3.2.1 in the Queensland Government – On-time Payment Policy.

Note: In these conditions, "worker" has the meaning given it in clause 7 of the Work Health and Safety Act 2011 (WHS Act), and thus includes any person who carries out work for the contractor or any subcontractor.

2. Specific insurance requirements

- 2.1 Mandatory insurances.** Contractors must provide in their application for registration and maintain valid before commencing any works or services, certificates of currency as proof of holding the following insurance policies and must maintain these policies for the duration of any contracts for works or services:
- a. public liability of a minimum of \$20 million (unless another amount is specifically stated in contracts, arrangements or agreements); *and*
 - b. worker's compensation in keeping with statutory requirements or equivalent for self-employed persons.
- 2.2 Other insurances.** Other types of insurance cover may be required in specific circumstances.
- 2.3** Notwithstanding 2.1 and 2.2 Contractors note that having insurance in accordance with the contract does not limit the contractor's liability.
- 2.4** Failing to maintain insurances as required in 2.1 and 2.2 will constitute a significant breach of these conditions.

3. Work Order Documents

- 3.1 Job cards.** QBuild business process for unplanned maintenance work and specific planned maintenance services uses job cards for the collection of completed job information. Contractors are required to confirm on the job card whether a visual risk assessment has been conducted and the work performed according to QBuild policies and/or the applicable Work Health and Safety and environmental legislation.

When a job card is required, contractors must ensure that the job card is fully and accurately completed and together with tax invoices, is either uploaded through the QBuild Web Portal (where applicable) or is forwarded to the applicable QBuild regional office within seven (7) days of practical completion of the work or service. Failure to submit a correctly completed job card within seven (7) days of completion may cause a delay in payment.

- 3.2 Critical Defect Notices.** If an appropriately qualified person has deemed a fire safety installation to be defective and the defect will make the installation inoperable or have an adverse impact on the safety of occupants (i.e. a critical defect), the appropriately qualified person is obligated to notify the occupier within 24 hours of the critical defect occurring. This is to be completed by issuing the Critical Defect Notice in the approved form to:
- The local site representative; and
 - To the local QBuild regional office.
- 3.3 Supporting Documents.** For all breakdown and planned repair work associated with prescribed fire protection systems, a copy of the 'record of maintenance' must be submitted to QBuild. For Web Portal issued workorders, the 'record of maintenance' is to be submitted to the associated work order by means of attaching the document to the work order through the QBuild Web Portal.

Please note: Contractors who use the QBuild Web Portal and/or are required to use job cards will be provided with the appropriate training in the form of an induction session or appropriate written documentation. Any job card received by QBuild that is not fully and accurately completed will be returned to the contractor for rectification.

4. Invoices and payments

- 4.1 Tax invoice.** The following conditions apply to tax invoices submitted to QBuild:
- a. A tax invoice must contain the following information:
 - Australian Business Number (ABN)
 - Australian Company Number (ACN) (where applicable)
 - Registered Business Name

- The date/s that the actual work was performed
- Itemise any material cost with all trade discounts shown
- The amount claimed
- Goods and Services Tax (GST) component
- Description of the works
- Work order number
- Field release order number (where applicable)
- Purchase order number (where applicable)
- Declare subcontractors engaged.

- b. Tax invoices must only be issued for services that have been provided or supplied.
- c. Where job cards are required, they must be submitted with tax invoices within seven (7) days of completion of services.
- d. Failing to submit tax invoices in accordance with contractual time frames will constitute a minor breach under these conditions.

4.2 Payments. Contractors are reminded that QBuild has an obligation to only pay for authorised works or services performed in accordance with specified standards or, in the absence of specified standards, to acceptable industry standard; but has no obligation to pay for any unauthorised additional works or services.

- a. When a contract with defined payment terms applies, payment will be made in accordance with the contract subject to receipt of a valid tax invoice and the above job card requirements, where applicable.
- b. Where no contract with defined payment terms applies, payment of a valid tax invoice will be made within 21 days of receipt of a valid invoice.
- c. When payments fall under the Queensland Government – *On-time Payment Policy**, otherwise valid invoices received more than two (2) days after the invoice date will be treated as in dispute and payment will be made within 20 days of the receipt date.
- d. When claims are associated with prescribed fire protection systems, claims must be supported with compliant 'record of maintenance' required under the Building Fire Safety Regulation.
- e. If a deed of novation is in progress, payments will continue to be made to the original contractor until the deed has been executed by all parties.

* A copy of the Queensland Government – On-time Payment Policy is available from <https://www.business.qld.gov.au/starting-business/advice-support/support/small-business/on-time-payment-policy>.

4.3 QBuild preferred payment method. QBuild preferred method of payment is Electronic Funds Transfer (EFT). Contractors are responsible for timely advice to QBuild of changes to bank or payment details.

4.4 No third-party payments. Intending registrants should note that QBuild will only pay the contracted party and will not pay third parties or any factoring arrangement entities.

5. Health, safety and environmental obligations

5.1 Health and safety management. It is a statutory requirement that all contractors and workers comply with all current legislation including Work Health and Safety legislation when providing works and services.

In Queensland these include (but are not limited to) the following:

- a. The *Work Health and Safety Act 2011*

- b. The *Work Health and Safety Regulation 2011*
- c. *Code of Practice How to Manage and Control Asbestos in the Workplace 2011*
- d. *Code of Practice How to Safely Remove Asbestos 2011*
- e. The *Electricity Act 1994*
- f. The *Electrical Safety Act 2002*
- g. The *Worker's Compensation and Rehabilitation Act 2003*

QBuild reserves the right to inspect, audit and review a contractor's workplace and safety system and documentation at any time.

- 5.2 Job safety evaluation.** Prior to commencing the services and, when instructed by QBuild, contractors will be required to provide risk assessments and Safe Work Method Statements and may have to complete a WHS Management Plan as appropriate.

Contractors must ensure that all workers working directly or indirectly for them under contract/agreement on a work site:

- are adequately trained and hold relevant licences, certificates, permits etc. and have the necessary experience to undertake the work
- comply with all work, health and safety legislation and the contractor's workplace health and safety procedures
- have successfully completed the *Working with QBuild – WHS Compliance* online induction
- take immediate action to remedy any breach of site safety. The remedy of such breaches will not constitute grounds for an extension of time or reimbursement of contractors' costs.

Note: In these conditions, "Safe Work Method Statements" has the meaning given it in the *Work Health and Safety Regulation 2011*.

- 5.3 Environmental management.** Contractors and workers must comply with all current environmental legislation, regulations, standards, policies, codes of practice, licence conditions and permits when undertaking work or services for QBuild. These include (but are not limited to) the following:

- a. The *Environmental Protection Act 1994*
- b. The regulations made under the *Environmental Protection Act 1994*

By performing the services, contractors will be deemed to have completed an environmental risk assessment and to have allowed for all necessary environmental controls to complete the services without causing environmental harm.

- 5.4 Fire ant compliance.** Contractors who perform works or services within the fire ant biosecurity zone and who deal with fire ant carriers that are high risk materials, have a General Biosecurity Obligation and may be required to obtain a Biosecurity Instrument Permit. Contractors must comply with the *Biosecurity Act 2014*, the *Biosecurity Regulation 2016* and all requirements of Biosecurity Queensland. Biosecurity Queensland conducts free training sessions to assist with the identification of fire ants and movement control requirements. Visit www.daf.qld.gov.au/fireants or contact Biosecurity Queensland on 13 25 23.

Note: In these conditions, "General Biosecurity Obligation" has then meaning given it in clause 23 of the *Biosecurity Act 2014*.

- 5.5 Asbestos and other hazardous substances.** Prior to commencing any 'building-related work' in any government building, contractors must be issued with a Work Area Access Permit or similar. To determine where asbestos containing material (ACM) may be present, contractors and workers must consult the Built Environment Materials Information Register (BEMIR), Asbestos Register (where one exists) or inspect the electrical meter box, kitchen cabinets and under the kitchen sink (for domestic residences) for any warning ACM may be present in the work area, residence or its near surroundings.

'Building-related work' generally means physical activity associated with the altering or changing any fixtures, construction, operation, maintenance, refurbishment or demolition of any building. The Work Area Access Permit will be issued to the contractors by QBuild (with the QBuild work order) or by the building owner's representative in charge of the particular work site.

Any contractor or worker who discovers the presence of any material which may contain asbestos or any other hazardous substance must:

- a. not disturb the material
- b. inform the nominated QBuild representative immediately of the existence of the material
- c. ensure that all personnel on the site are protected from immediate risks until the nature of the material has been determined and appropriate action taken
- d. follow the directions of the QBuild representative in respect of the action to be taken.

5.6 Asbestos awareness. Due to the probability of encountering ACM in government buildings constructed or modified prior to 31 December 2003, and in accordance with statutory requirements, contractors and workers, are required to have documented training in asbestos related work that includes identifying ACM, safe work methods, and controlling hazards and risks associated with the disturbance of ACM. Asbestos Awareness Induction and Training outline can be found at <https://www.asbestos.qld.gov.au/>. Training records must be retained and made available to QBuild on request.

5.7 Breach of legislation. If, during the performance of the services, a QBuild compliance audit identifies that Work Health and Safety legislation has been breached or there has been other legislative non-compliance, the contractor will be formally advised of the nature of the breach and the requirement for rectification.

Additionally, if the *Environmental Protection Act 1994* and any other legislation, codes of practice and standards are breached, the contractor will be formally advised of the nature of the breach and the requirement for rectification.

5.8 Made Safe. All contractors and workers working on responsive unplanned maintenance jobs on government assets are required to confirm if the property has been 'made safe' within one hour, four hours or 24 hours depending on the nature of work required.

5.9 Work health and safety (WHS) inductions. Contractors must ensure that all workers complete the *Working with QBuild – WHS Compliance* online induction before the commencement of any work on site. Evidence that this induction has been completed must be retained and produced on request. Training must be undertaken every two years. Breach of these conditions may result of removal of workers from the site who are not able to produce such evidence of completion.

5.10 Duty to Notify. The *Queensland Building and Construction Commission Act 1991*, s54A place responsibility on all Queensland Building and Construction Commission (QBCC) licensees to report unsafe situations on building sites. Licensees must notify the QBCC of any activity that may present a work health safety issue, and in serious incidences where a licensee is convicted of a work health and safety offence. The QBCC has the power to suspend or cancel the licence.

In accordance with relevant contractual conditions and in addition to legislative requirements of the *Work Health and Safety Act 2011* and the *Queensland Building and Construction Commission Act 1991* the contractor must immediately notify the contract Superintendent of any notifiable incident, serious injury or illness and dangerous incident which occurs on site. The contractor must furnish an investigation report outlining the remedial action taken to prevent reoccurrences of the event to the nominated QBuild representative.

5.11 Non-conforming building products – Contractors must comply with the *Building and Construction Legislation (Non-conforming Building Products—Chain of Responsibility and Other Matters) Amendment Act 2017* and ensure that building products and materials are of acceptable quality, meet Australian standards, and are fit for their intended purpose. A person in the chain of responsibility (e.g. product designer / manufacturer / importer / supplier /installer) for a building

product who becomes aware, or reasonably suspects, that the building product is a non-conforming building product for an intended use, must inform the QBCC. Failure to fulfil this responsibility will constitute a significant breach of these conditions.

5.12 Electrical safety (including in ceiling spaces) – Contractors must, before starting work on or near electrical installations or services, complete a risk assessment (considering damaged cables, live building elements, solar panels and other sources of electricity) and implement appropriate controls to manage risks from electricity e.g. turning off electricity before starting work, advising workers not to walk on electrical cables and submitting a safe work method statement. The contractor must further ensure that when the power and lights is switched off before starting work, the switches/circuit breakers are tagged to ensure they cannot be inadvertently switched on. The contractor or worker must speak with the client representative before turning off electricity.

6. Code of Conduct

6.1 Code of Conduct. It is important for QBuild as a business unit of the Department of Energy and Public Works to maintain public confidence in its activities and to safeguard public resources. The reputation of QBuild rests with the ethical conduct of all those who perform work or services for QBuild, including contractors and others who are not employees of QBuild.

QBuild requires contractors, workers, students and volunteers to comply with the [Queensland Government Supplier Code of Conduct](#) as well as the provisions of the [Code of Conduct for the Queensland Public Service](#).

Key principles and values of the code are:

1. Integrity and impartiality
2. Promoting the public good
3. Commitment to the system of government
4. Accountability and transparency

Contractors and workers have a responsibility to always conduct and present themselves in a respectful and professional manner consistent with the Queensland Government Supplier Code of Conduct and the Code of Conduct for the Queensland Public Service. QBuild reserves the right, at its entire discretion, to exclude any worker contravening the Queensland Government Supplier Code of Conduct or the Code of Conduct for the Queensland Public Service without issuing a notice to show cause.

- 6.2 Reporting.** Contractors are to report suspected official misconduct, fraudulent or corrupt conduct, maladministration, criminal activity, negligent or improper management, or any danger to public health or safety or the environment.
- 6.3 No advertising.** Contractors must not make any public announcement or advertisement in any medium in relation to any contracts or arrangements with QBuild, without the consent of QBuild.
- 6.4 Gifts.** Contractors must not offer gifts to QBuild staff. If gifts are offered, they will not be accepted or retained by any QBuild staff.
- 6.5 Collusion.** Contractors must not engage in collusive practices as defined in the *Queensland Code of Practice for the Building and Construction Industry*.

7. Other important matters

7.1 Code of Practice for the Building and Construction Industry and Code of Tendering. QBuild and all contractors are required to comply with the *Queensland Code of Practice for the Building and Construction Industry* and the *Code of Tendering* (AS4120-1994).

The *Code of Practice for the Building and Construction Industry* can be viewed online at the Office of Industrial Relations website <https://www.oir.qld.gov.au/industrial-relations/building-and-construction-code-practice-2000>. (Key word search: Codes of Practice)

The *Code of Tendering* (AS4120-1994) is available at <http://infostore.saiglobal.com> or for perusal at all QBuild offices.

7.2 Prequalified contractors' registration. Contractors who wish to tender for Queensland Government building projects valued at more than \$1,000,000 (GST inclusive) must be prequalified and registered on the Queensland Government's prequalification register (PQC) maintained by the Department of Energy and Public Works. This registration is in addition to any QBuild registration.

Further information on the prequalification system can be viewed online at <https://www.business.qld.gov.au/industries/building-property-development/building-construction/supply-queensland-government/prequalifying-major-projects>.

7.3 Licensing and certifications. Contractors must comply with legislative requirements for licensing and certification to maintain their registration with QBuild. Contractors must comply with the following:

- a. **For building work** (as defined by the *Queensland Building and Construction Commission Act 1991*):
 - have and maintain (while undertaking the building work), a current Queensland Building and Construction Commission (QBCC) licence for the specific building work.
 - tender under its licensed name.
- b. **For electrical work:**
 - have an Electrical Contractor's Licence to undertake all electrical work as required by the Electrical Safety Act 2002 and Electrical Safety Regulation 2013
 - tender under its licensed name.
- c. **For 'friable' or loose asbestos work in any quantity** – possess a class A asbestos removal business licence issued by Workplace Health and Safety Queensland.
- d. **For removing non friable (bonded) asbestos (such as asbestos cement sheeting) of 10 square metres or more** – possess a class A or class B asbestos removal business licence issued by Workplace Health and Safety Queensland.
- e. **For maintenance/non removal of non friable asbestos containing materials** – all workers are to be trained in asbestos-related work practices including, but not limited to identification, safe handling and suitable control measures as specified in the *Work Health and Safety Regulation 2011* and *How to manage and control asbestos in the workplace, Code of practice 2011*. Certified training can include, CPCCDE3014A – Remove Non friable asbestos.
- f. **Construction work** (as defined under the *Queensland Work Health and Safety Regulation 2011*) – all workers must possess a General Construction Induction Training Card.
- g. **For services provided at youth detention centres, educational and care premises** the contractor or worker must determine their responsibility for applying and/or holding a blue card in accordance with the *Working with Children (Risk Management and Screening) Act 2000*.
- h. **For labour hire services** – have and maintain a Labour Hire Licence in accordance with the *Labour Hire Licensing Act 2017*.

7.4 Financial viability of the contracting entity. Contractors are to immediately inform QBuild if they become insolvent or bankrupt or, being a company, go into liquidation, or have a receiver appointed, or enter into a deed of company arrangement with creditors.

7.5 Residential construction work. When 'residential construction work' involves insurable works under the contract (as defined in the *Queensland Building and Construction Commission Act 1991*), contractors must pay the required insurance premium to the QBCC. The cost of complying with that obligation will be deemed to be included in the offer.

- 7.6 Compliance with the *Residential Tenancies and Rooming Accommodation Act 2008*.** When providing services within residential sites, contractors and workers must comply with the *Residential Tenancies and Rooming Accommodation Act 2008*. A contractor or worker may only enter residential premises where an adult is present and:
- a. the tenant has agreed to the contractor entering the premises; or
 - b. the tenant has been given the period of notice required by the *Residential Tenancies and Rooming Accommodation Act 2008*, which is:
 - At least 24 hours notice if the entry is for the purpose of making routine repairs or carrying out maintenance (unless the premises is in a remote area and there is a shortage of tradespeople in the area, in which case no notice is required) or installing a smoke alarm to comply with the *Fire and Emergency Services Act 1990* or a safety switch to comply with the *Electrical Safety Act 2002*.
 - At least seven days notice if the entry is for the purpose of inspecting the premises. No notice is required in the case of an emergency or where the entry is necessary to protect a person or the premises or inclusions from imminent or further damage.
- 7.7 Working in Aboriginal and Torres Strait Islander communities.** Queensland’s Aboriginal and Torres Strait Islander communities are culturally unique and QBuild is committed to building respectful and mutually beneficial relationships with them. Legislative provisions and cultural protocols may vary from community to community.
- a. **Alcohol restrictions.** Legislation affecting alcohol consumption in some Aboriginal and Torres Strait Islander communities was passed by the Queensland Parliament to support alcohol reforms. This legislation applies to residents and visitors alike. It is essential that contractors and workers are aware of restrictions affecting alcohol consumption before entering these Aboriginal and Torres Strait Islander communities. For more information or a list of communities where this applies visit: <https://www.datsip.qld.gov.au/programs-initiatives/community-alcohol-limits>.
 - b. **Aboriginal and Torres Strait Islander cultural awareness.** It is essential that contractors and workers who are performing work for QBuild in Aboriginal and Torres Strait Islander communities attend a local induction with the local council of the Aboriginal and Torres Strait Islander community and adhere to the protocols outlined at the local induction. QBuild will identify in tender documentation where nominated Aboriginal and Torres Strait Islander communities require a local induction and the expectations of contractors and workers.
 - c. **National Partnership Agreement on Remote Housing (NPARH).** QBuild is working with Workplace Health and Safety Queensland (WHSQ) to ensure contractors and workers involved in NPARH comply with the highest standards of occupational health and safety during construction activities. WHSQ has adopted a zero harm at work philosophy which simply means no harm to anyone, anytime while at work.
 - d. **Conditions of Entry for Visitors.** The Torres Strait Island Regional Council has adopted Subordinate Local Law No. 7 (Indigenous Community Land Management) 2019 which requires all visitors (including contractors and workers) to strictly comply with the Conditions of Entry for Visitors under Local Law No. 7. A Copy of the Law and Visitor Entry Conditions may be viewed at <http://www.tsirc.qld.gov.au/Your Council/Subordinate Local Law No.7 Indigenous Community Land Management 2019.pdf>.
- 7.8 Subcontracting or assigning.** Contractors must comply with respective contract conditions with respect to obtaining approval for subcontracting or assignment or novation of any contract or agreement or any benefits, obligations, responsibilities or the like, pertaining to any contract or agreement. All requests for approval to subcontract or sub subcontract must be on relevant the approved form.

- 7.9 Payment of subcontractors.** For all building contracts (as defined by the *Queensland Building and Construction Commission Act 1991 (QBCC Act)*) contractors must comply with the provisions of the *QBCC Act* and *Building Industry Fairness (Security of Payment) Act 2017* regarding payment of subcontractors.
- 7.10 Responsibility for workers.** Contractors are responsible for the conduct of all workers and are required to ensure that all workers adhere to QBuild conditions at all times.
- 7.11 Responsibility to employees.** Arrangements or practices designed to avoid awards, registered agreements and/or legislative obligations are not permitted, including inappropriately treating a genuine employee as an independent contractor and inappropriate application of taxation arrangements.
- 7.12 Removal from site or activities.** Contractors and workers that are deemed by QBuild to be guilty of misconduct, incompetence, negligence, a breach of these conditions or of the Code of Conduct for the Queensland Public Service or for any other reason, without giving the reason, at the sole discretion of the QBuild, may be removed from the site or from the delivery of services. Contractors will not be permitted to employ such person/s on any future QBuild work sites or on any activities relating to QBuild services without QBuild prior written approval.
- 7.13 Access to buildings or site.** Contractors and workers must contact a QBuild representative or QBuild client representative to arrange access to buildings prior to attending the site. In the event that pre-arranged access cannot be obtained, contractors and workers must promptly inform the QBuild representative.
- 7.14 Site procedures and use of site facilities.** Contractors and workers must comply with all requirements of the site in respect of access, time of access, use of tools, noise and dust restrictions, security measures, sign-in and sign-out requirements, work area access permits, site inductions, maintenance and operation of existing services (including electricity supply and other essential services) and daily working hours. Contractors and workers must comply with all site requirements of QBuild or QBuild clients, particularly:
- a. all contractors working in Correctional or Detention centres are to strictly follow the local tool control and record keeping procedures and ensure the centre is notified immediately of missing tools. Contractors working in other properties and facilities are to ensure tool control is considered and that close attention is given to accounting for high risk tools during cleaning and packing up of jobs, high risk tools may include but not limited to knives, blades, scrapers, screwdrivers, other pointed tools and steel bars.
 - b. the exclusion of using the client's equipment or facilities (e.g. telephones, fax machines, electricity) without written approval of QBuild or QBuild's client
 - c. the use of toilets. Provision of toilets or arranging for the use of toilets is the contractor's responsibility – in some instances, they may, on reporting to a QBuild work site, seek permission of QBuild client for the use of toilets on the site.
- 7.15 Appropriate standards of clothing.** Contractors and workers must comply with all clothing requirements imposed by relevant legislation. Contractors and workers are expected to maintain appropriate dress standards on all government sites.
- 7.16 Vehicles.** Contractors and workers must use street parking unless prior approval to park in designated car parks is given by QBuild client representative.
- 7.17 Security and identification.** Contractors and workers must carry identification with name and photo e.g. driver's licence, at all times.

On specific sites:

- a. QBuild may require identification which must be clearly visible at all times.
- b. QBuild clients may require contractors and workers to undertake formal security checks, e.g. for work at correctional, justice or police facilities.

7.18 Behaviour on site. While on site, contractors and workers must conduct themselves in a professional manner and inappropriate behaviour will not be tolerated.

Inappropriate behaviour includes, but is not limited to:

- a. swearing and the use of offensive and/or inappropriate language and gestures
- b. displaying offensive visual material e.g. books, magazines, cartoons, clothing and vehicle stickers
- c. smoking within the grounds and buildings of any government property
- d. possession or use of alcohol or illegal drugs within the grounds and buildings of any government property
- e. playing of radios
- f. bringing pets on site.

7.19 Interaction with work site clients, users and tenants. Contractors and workers must limit conversation with work site clients, users and housing tenants to that which relates to the work or services being undertaken.

7.20 Department of Education (DoE) facilities. Contractors and workers engaged at DoE facilities must also comply with the mandatory requirements of 'Working on Department of Education (DoE) Conditions available <https://education.qld.gov.au/about/Documents/working-on-doe-facilities.pdf>. For example, but not limited to:

- a. Must obtain a Work Area Access Permit. The permit will be issued to contractors either by QBuild (with the QBuild work order) or by the DoE representative in charge of the particular site
- b. Must not, under any circumstances, enter or use student toilets within DoE facilities, unless they are actually working in student toilets
- c. Must not communicate in any way with any student, even if the student is known by, or is related to, the contractor or workers, except when it is necessary to give a safety direction.

7.21 Client agency requirements. Where other client agencies have specific requirements of contractors and workers when on site, for example a Drug and Alcohol Policy, contractors and workers must comply as and when advised by QBuild.

7.22 Conditions of entry. Client agencies may have specific requirements of contractors and workers as a condition of entry. Contractors and workers must comply as and when advised by client agencies.

7.23 Cleaning of site. Contractors and workers are responsible for maintaining clean and tidy work sites including the removal of any debris, materials and/or waste that remains at the completion of each service.

7.24 Noise levels. Contractors and workers must comply with government and local authority requirements concerning noise levels. In all cases, where there are conflicting requirements, the more stringent requirements must be applied.

7.25 Working hours. Contractors and workers must comply with government and local authority regulations governing working hours relating to the works or services being performed. In all cases, where there are conflicting requirements, the more stringent requirements will apply. Prior approval in writing must be obtained from the nominated QBuild representative for any works planned outside the local work hour regulations or for a Saturday, Sunday or gazetted public holidays. Approval for works on Sunday and gazetted public holidays will only be granted under exceptional or extenuating circumstances.

Approval for work outside local work hour regulations or for a Saturday, Sunday or gazetted public holiday might attach conditions or work requiring inspection or that the contractor meets all QBuild costs associated with the provision of supervision.

8. Working together to resolve differences

8.1 The dispute process. QBuild encourages local level resolution of any differences or disputes. The following process should be followed if a difference occurs:

- a. contractors should first approach the relevant QBuild supervisor or job foreperson
- b. if the matter is still unresolved, contractors should refer it to the relevant QBuild Senior Purchasing Advisor.
- c. if the matter is still unresolved, the following appeals process will apply:

Stage 1: Lodgement of an appeal. Contractors must provide written advice, including any supporting evidence, about the matter to the local QBuild Regional Director.

Stage 2: Investigation of appeal. QBuild Regional Director will then investigate the appeal and respond in writing on the results of the investigation within fourteen (14) days of receiving the appeal.

Stage 3: Escalation of appeal. If the appeal remains unresolved, contractors may refer the matter to the Executive Director, QBuild.

Please note: Where contractors are engaged under a contract that defines a different dispute resolution process, those contract conditions will take precedence over the above procedures.

9. Breaches

9.1 A breach may be either a breach of contract; in which case it will be dealt with under the terms and conditions of the specific contract (if the contract is still on foot); or it may be a breach of these *Conditions of Working with QBuild – Contractors*; in which case it will be dealt with as follows:

- a. **Minor breaches** (defined as minor or isolated behavioural incidents) will be addressed as follows:
 - QBuild will issue a verbal warning and provide the contractor with the opportunity to rectify the situation, review its systems and/or implement corrective action. The contractor must complete the corrective action within the timeframe determined by QBuild.
 - If the contractor commits a further minor breach, QBuild will issue the contractor with a written notice detailing the breach and required rectification within the stated timeframes in the notice.
 - If the contractor commits a third minor breach, this may constitute a significant breach.
- b. **Significant breaches.** Significant breaches include (but are not limited to) the following:
 - recurring minor breach
 - substantiated and recorded recurring poor supplier performance
 - a breach which results or may result in the termination of a contract
 - a breach of the Code of Conduct for the Queensland Public Service
 - a breach of any relevant legislation, including but not limited to the *Queensland Work Health and Safety Act 2011* and the *Queensland Building and Construction Commission Act 1991* (for example, loss of licence or undertaking or permitting another person to undertake building works without a licence)
 - a breach of Ethical Supplier Mandate (ESM) or the Ethical Supplier Threshold supported by compelling evidence (as defined in Ethical Supplier Mandate 2021).
 - committing an act of insolvency
 - the non-payment of a debt owing from the contractor to the Principal following an issue of a notice to the contractor by the Superintendent or Principal.
 - any breach of these *Conditions of Working with QBuild – Contractors*.

Significant breaches will be addressed as follows:

- If the breach is under the Ethical Supplier Mandate, contractors suspected of non-compliance will be offered three opportunities to respond to procedural fairness steps throughout the process as outline in section 5 of the Ethical Supplier Mandate. Penalties can include demerits and sanctions imposed on contractors or using contractual remedies or other forms of sanctions under the policy.
- For all other significant breaches, QBuild may give the contractor written notice to show cause why its registration should not be cancelled and may require the contractor to provide a written response to QBuild within a stated timeframe why QBuild should not cancel the contractor's registration.
- If the contractor fails to provide a written response or a written response to the absolute satisfaction of QBuild within the stated time, QBuild may cancel the contractor's registration by written notice.
- The remedy of a breach will not constitute grounds for an extension of time or reimbursement of cost incurred by the contractor.
- If environmental harm, as defined by the *Environmental Protection Act 1994* is determined to be caused by the contractor, all clean up or remediation costs will be borne by the contractor.

Where QBuild has issued a show cause notice, QBuild may suspend the contractor's registration. Consequently, its eligibility to complete existing contracts, tender for or be awarded new contracts may also be suspended pending resolution of any alleged breach.

All breaches will be recorded on the contractor's file.

- 9.2 Termination of contract.** In cases of proven significant breach or if a contract between a QBuild registered contractor and the State is terminated (other than by a mutual agreement), QBuild will be entitled, by written notice, to cancel the contractor's registration without issuing a notice to show cause.
- 9.3** Contractors should note that actions under clause 9 are independent of, and in no way limit the rights of QBuild taking any other action under relevant contracts.

10. Re-registration of contractors

- 10.1 QBuild rights to accept or reject re-registration.** A contractor whose QBuild registration has been cancelled will not be eligible to re-apply for registration for six (6) months or such other period as QBuild may determine. Any contractor applying for re-registration must demonstrate to QBuild's absolute satisfaction, its fitness for reregistration. In determining QBuild's satisfaction compliance with Ethical Supplier Mandate will also be taken into consideration.

QBuild is not obliged to accept an application for re-registration.

11. Right to Information and disclosure

- 11.1** *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.
- 11.2** The *RTI Act* requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest.
- 11.3** Information contained in an offer is potentially subject to disclosure to third parties.
- 11.4** In the assessment of any disclosure required by QBuild pursuant to the *RTI Act*, offerers and contractors accept that any information provided by them, including information marked as confidential, will be assessed for disclosure in accordance with the terms of the *RTI Act*.

- 11.5** Where a contract is awarded as a result of an invitation process, QBuild may publish on the Queensland Government Marketplace website or by any other means, contract information including:
- a. the name and address of QBuild and the contractor
 - b. a description of the goods and/or services to be provided under the contract
 - c. the date of award of the contract (including the dates of relevant stages if the contract involves more than one stage)
 - d. 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 offers
 - e. the procurement method used
 - f. for contracts with a value over \$10 million, the contract, or summary information in respect of the contract, between QBuild and the contractor.
- 11.6** For invitations to the open market, QBuild may publish the names of all offerers and all lump sum tender prices offered.

12. Information Privacy Act

- 12.1** If a contractor collects or has access to personal information in order to carry out work under the contract, the contractor must:
- a. comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (IPA) in relation to the discharge of its obligations under the contract as if the contractor were an 'agency' as defined under IPA.
 - b. not use personal information other than in connection with carrying out work under the contract, unless required or authorised by law
 - c. not disclose, or transfer outside of Australia, personal information without the prior written consent of QBuild, unless required or authorised by law
 - d. ensure that its workers do not access, use or disclose personal information other than in connection with carrying out work under the contract
 - e. ensure that its worker who have access to personal information comply with all obligations under this clause as if it were the contractor
 - f. fully cooperate with QBuild to enable QBuild to respond to applications for access to, or amendment of a document containing an individual's personal information and to privacy complaints
 - g. comply with such other privacy and security measures as QBuild may reasonably require from time to time.
- 12.2** On request by QBuild, the contractor must obtain from its workers carrying out work under the contract, an executed deed of privacy in a form acceptable to QBuild.
- 12.3** The contractor must immediately notify QBuild on becoming aware of any breach of Clause 12.1.
- 12.4** This clause will survive the termination or expiry of any contract that may arise.
- 12.5** In this clause, 'personal information' is information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

13. Due diligence

- 13.1** QBuild reserves the right to conduct due diligence checks on contractor information. QBuild may undertake the due diligence checks itself, or QBuild may engage a third party to undertake these checks on its behalf.
- 13.2** QBuild reserves the right to conduct due diligence checking when evaluating tenders submitted by offerers to QBuild. Offerers submitting tenders may be required to provide additional financial, corporate and past performance information and may be required to nominate referees and accommodate site visits and make presentations. QBuild may undertake the due diligence checks itself, or QBuild may engage a third party to undertake these checks on its behalf. Failure by an offerer to provide any requested information may result in its tender not being further considered. At all times, all parties are required to maintain strict confidentiality of information provided.

14. Confidential information

- 14.1** Documents supplied by QBuild and marked or otherwise identified as confidential must be treated as confidential and must not be disclosed to third parties by the contractor and workers except with prior agreement from QBuild. If requested in writing by QBuild, the contractor must enter into a confidentiality undertaking, in a form acceptable to or provided by QBuild, acknowledging the contractor's agreement to not disclose the confidential information even after the completion or termination of the contract.

15. Conflict of interest

- 15.1** Conflict of interest means having an interest which conflicts or may be perceived as conflicting with the ability of the contractor to perform its obligations under an arrangement or contract fairly and objectively. The conflict may arise from a range of factors including personal relationships, other employment and membership of special interest groups or ownership of shares, companies or property.
- 15.2** Contractors must warrant that, to the best of their knowledge, as at the commencement date of any contract or work with QBuild, neither the contractor nor any of its workers, have, or are likely to have a conflict of interest throughout the life of that contract.
- 15.3** If a conflict of interest or risk of conflict of interest arises throughout the duration of the contract (without limitation, including work undertaken by the contractor for any entity other than QBuild) the contractor must immediately give written notice to QBuild.
- 15.4** If QBuild considers that a conflict of interest exists, QBuild may reject an offer or terminate a contract, at its discretion.

16. Queensland Procurement Policy

- 16.1** Should a Contractor be awarded a Contract, the Contractor must, and must ensure its subcontractors, in carrying out works for QBuild, comply with:
- a. the principles of the *Queensland Procurement Policy (Policy)* and any requirements under Contract in this regard;
 - b. the *Ethical Supplier Threshold* and
 - c. the *Ethical Supplier Mandate*
- 16.2** The Contractor acknowledges and agrees that the Principal may refer matters of non-compliance with the Ethical Supplier Mandate to the Queensland Government Procurement Compliance Branch within the Department of Energy and Public Works, who may publish information about sanctions imposed on the Contractor under the Ethical Supplier Mandate.

16.3 Upon request by the Principal or a party nominated by the Principal, the Superintendent or the Principal's staff or external contractors engaged by the Principal, the Contractor must provide all necessary information, including information of any of its subcontractors, for the purposes of investigation or an audit to assess the Contractor's or its subcontractors' compliance with the Queensland Procurement Policy, the Ethical Supplier Threshold and the Ethical Supplier Mandate. This information may be shared with:

- the Queensland Government Procurement Compliance Branch within Queensland Government Procurement Division of the Department of Energy and Public Works;
- any governmental regulator, including but not limited to:
 - Work Health Safety Queensland;
 - the Queensland Building and Construction Commission;
 - the Fair Work Commission;
 - the Australian Taxation Office;
 - the Australian Building and Construction Commission; and
 - the Tripartite Procurement Advisory Panel

for the purposes of the making of a recommendation about compliance with the Queensland Procurement Policy, the Ethical Supplier Threshold and the Ethical Supplier Mandate.

16.4 Failure to comply in any respect with the requirements of the *Policy* will be considered a significant breach of these Conditions and a substantial breach of contract.