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Partnering with SunWater

A guide for contractors, consultants and suppliers

Table of Contents

1. Introduction.....	1
1.1 Purpose of Guide	1
1.2 About SunWater	1
1.3 What industry services do we need?.....	1
1.4 Our Team	1
2. Business Rules	2
2.1 Site Access, Systems & Processes	2
2.1.1 Workplace Health and Safety.....	2
2.1.2 Environmental Management	4
2.2 Contracting with Trustees.....	4
2.3 Reporting of energy Consumption	4
2.4 Code of Tendering.....	4
3. Insurance Requirements	5
4. Invoices and Payments.....	6
5. Code of Conduct	6
6. Complaints, Disputes and Breaches	6
6.1 The dispute process	6
6.2 Breaches.....	6
6.3 Other.....	7
7. Right to Information and disclosure	7
8. Information Privacy Act.....	7
9. Confidentiality and Conflict of Interest.....	7

1. Introduction

1.1 Purpose of Guide

The purpose of this procurement guide is to help you understand our standard business rules when you offer goods and or services to SunWater. This document is be used for guidance only and is not intended to be legally binding on either party.

1.2 About SunWater

With a focus on total water solutions, SunWater has developed and now manages a regional network of bulk water supply infrastructure that spans across Queensland to support around 5,000 customers across the mining, power generation, industrial, local government and irrigated agriculture sectors.

Spread from as far as Mareeba, west to Mount Isa and South to St George and Goondiwindi, our water storage and distribution network includes:

- 19 major dams
- 63 weirs and barrages
- 80 major pumping stations
- 2,500km of pipelines and channels, and
- 730km of drains

This proven infrastructure development and management experience has led to our expansion into a national water solutions provider that offers innovative ways of securing water for the future and offering business a sustainable solution for asset growth and management.

1.3 What industry services do we need?

Whether it's construction of a new treatment plant or upgrades to existing infrastructure, SunWater delivers total solutions for design, construction and commissioning of our water assets.

We work with industry to support our business in the delivery of construction, upgrade, repair and maintenance of capital infrastructure such as dams, weirs, pumping stations, pipelines and water treatment plants.

At SunWater we take environmentally sustainable responsibilities and workplace health and safety seriously with all providers of services, our commitment is to provide a safe and risk free environment for staff, contractors, customers and the community and extends past our responsibility as a bulk water service provider. Central to our corporate culture is the value placed on safe work practices and taking every measure possible to ensure the safety of others.

Contractors, consultants and suppliers of goods and services (service providers) that operate in these industries are encouraged to tender for the supply of goods and services.

1.4 Our Team

Our team for this guide includes Asset Delivery, Operations and Corporate with the organisation committed to developing strong working relationships with our industry partners. Please direct any enquiries relating to this guide to the Procurement Manager, SunWater at procurement@sunwater.com.au

2. Business Rules

2.1 Site Access, Systems & Processes

2.1.1 Workplace Health and Safety

SunWater believes in a No Harm culture and that all Injuries are Preventable. SunWater is committed to the achievement of No Harm and works towards providing a safe workplace for our employees, contractors, visitors and the general public.

All contractors working for SunWater must meet both regulatory and SunWater Workplace Health and Safety requirements. All current and potential contractors must comply with all relevant legislation related to the work being undertaken. This could include relevant Acts, Regulations, Code of Practice and Australian Standards. Further to this, SunWater specifies a minimum Health and Safety standard through the application of its Safety Management System and associated policies.

Contractors are required to review and comply with the following material in order to be compliant to SunWater requirements:

2.1.1.1 Inductions

In order to perform work at SunWater worksites, contractors must complete a Contractor Workplace Health and Safety (WHS) Induction. Under no circumstances can any work commence until all relevant personnel undertaking work on the site have completed a WHS Induction. On completion of the SunWater Induction a Contractors Induction Card will be issued. For some types of facilities, such as dams and water treatment plants, a site specific induction will also be required.

During the course of any contractual agreement, SunWater is to be immediately advised of any new personnel as they must be inducted before commencing work.

2.1.1.2 Certification

High risk activities, such as:

- Scaffolding
- Dogger/Rigger
- Crane Operator
- Forklift and specific EWP's
- Relevant trade certification
- First Aider
- Asbestos Removal (A or B class as required)

Further guidance can be found in Workplace Health & Safety Regulation 2011 Schedule 3 and 4.

2.1.1.3 Licensing

- Driver's licenses, electrical worker license, etc.
- Registrations, motor vehicles, mobile plant and plant designs etc.

Further guidance can be found in Workplace Health & Safety Regulation 2011 Schedule 5

2.1.1.4 Insurance

On the day of the induction the contractor will need to provide to the relevant SunWater representative copies of all required insurances mentioned in section 2 of this document.

2.1.1.5 Incident Management

All Safety and Environmental Incidents must be reported to SunWater's business, this includes SunWater employees, contractors or members of the public affected by SunWater assets or work undertaken in the course of SunWater's business.

2.1.1.6 Emergency Management

All emergencies will be managed in accordance with the following guidance:

- Emergency Response Plans as required
- Relevant SunWater site emergency contact numbers
- Rescue Plans as required
- First-aid equipment
- Fire extinguishers
- Hydrocarbon spill kits

2.1.1.7 Drug and Alcohol

SunWater conducts random drug and alcohol tests of all SunWater staff which will apply to contractor/s who work at SunWater workplaces in the near future.

2.1.1.8 Fatigue

SunWater standard to manage fatigue has set criteria such as:

- maximum 12 hour working day and
- 10 hour minimum break (excluding travel) between working shifts.

2.1.1.9 High Risk Tasks

Work at Heights: contractors are required to be formally trained, competent and provide their own certified harnesses and equipment in some cases

Confined Space: contractors are required to be trained, competent and licensed to work in confined spaces.

2.1.1.10 Specific Equipment

Parking: all motor vehicles are required to be reversed parked on all SunWater work sites.

Boats: all contractor commercial boats are required to have their current survey certification

Portable Electrical Equipment: all portable electrical equipment must be tested and tagged

Banned: SunWater prohibits the use of 12" grinders

PPE: relevant SunWater PPE required is to access any SunWater work site, failure to comply with the requirements may see a contractor or individual restricted from site:

- Sun protection
- Long sleeve shirts and pants
- High ankle Steel cap boots no shoes or elastic sided boots
- Requirement to carry gloves and hearing protect and use when required or when signed
- Head protection when required or when signed
- Approved safety glasses

2.1.2 Environmental Management

All service providers working at SunWater sites must meet both regulatory and SunWater environmental requirements. This includes ensuring that works do not cause environmental harm. Sun Water has a certified Environmental Management System and requires the SunWater Induction to be completed prior to commencing any works.

Environmental incidents and hazards must be reported to SunWater. These incidents include fish kills and other fauna incidents, leaks and spills of chemicals including herbicides and any soil erosion or impacts on water quality.

2.2 Contracting with Trustees

If you are a trustee of a trust, you will be required to provide to SunWater an up-to-date, certified copy of the stamped (unless exempted) trust deed.

2.3 Reporting of energy Consumption

SunWater has a legal requirement to report all energy consumed, produced and greenhouse gas emissions under the *National Greenhouse and Energy Reporting Act* (2007). This legal obligation extends to all contractors including their sub-contractors, and requires collection and reporting of energy consumed, which will mostly be in the form of liquid fuels consumed while working at SunWater's operations.

Contractor/s will be required to collect, document and submit emissions data for reporting by Sunwater. A Sunwater representative will provide the necessary forms and explanation of what is required to be collected and submitted to Sunwater at the completion of work.

2.4 Code of Tendering

SunWater and service providers in the construction industry are required to comply with the *Australian Standard Code of Tendering* (AS4120-19941). This standard constitutes a statement of ethics that underpins best-practice tendering procedures and obligates all parties who adopt it to refuse to condone unethical behaviour by others in the industry.

The *Australian Standard Code of Tendering* is based on the following principles:

- tendering at all levels in the construction industry shall be conducted honestly and in a manner that is fair to all parties involved;
- parties shall comply with all legislative obligations, including those required by trade practices and consumer affairs legislation;
- the Principal shall have regard to the costs of tendering and the number of tenderers, recognising that the cost of tendering is a significant industry overhead;
- tenderers shall only tender where they intend to carry out the work;
- the Principal shall call for tenders only after the Principal has arranged funding for the project and has made a firm commitment to proceed with the project;
- the conditions of tendering shall be the same for each tenderer;
- parties shall not engage in practices such as collusion on tenders, inflation of prices to compensate unsuccessful Tenderers, secret commissions or any other such improper arrangements;
- the Principal and tenderers shall be prepared to attest to their probity, if necessary by statutory declaration and other reasonable means;
- tender documents shall specify the Principal's requirements as clearly and precisely as possible and when documents are altered, sufficient time shall be allowed for all tenderers to review and revise their tenders.

- the Principal shall specify what information in the tender documents is required to be treated by tenderers as confidential. However, it is acceptable to have public openings of tenders and disclosure of Tender prices; and
- any party with a conflict of interest shall immediately disclose that conflict of interest.

Collusive tendering practices are illegal and inconsistent with ethical business practices. Parties are to ensure that collusive practices do not occur. For the purposes of the principles outlined above, collusive practices include but are not limited to:

- any agreement between tenderers as to who should be the successful tenderer;
- any meetings of tenderers to discuss tenders before the submission of the tenders if the client is not present;
- exchange of information between tenderers for the payment of money or the securing of reward or benefit for unsuccessful tenderers by the successful tenderer;
- agreements between tenderers to fix prices or conditions of contract; that is, any collaboration between tenderers on prices or conditions to be included in contracts or commissions without the consent of the client;
- any assistance to any tenderer to submit a cover tender; that is, a tender submitted as genuine yet has been deliberately priced in order not to win the contract or commission; and
- any agreement between tenderers before submissions of tenders to fix the rate of payment of employer or industry association fees, where the payment of such fees is conditional on the tenderer being awarded the contract or commission.

The Code of Tendering (AS4120-19941) is available via <http://www.justice.qld.gov.au>.

(Key word search: Code of Tendering) or <http://www.saiglobal.com>.

3. Insurance Requirements

Contractors, consultants and suppliers are to provide certificates of currency as proof of holding the relevant insurances as stipulated in SunWater’s Conditions of Offer and Conditions of Contract, and maintain such insurances for the period specified when contracting with SunWater. Insurances generally included in all SunWater contracts include, but may not be limited to:

<i>Public liability</i>	\$20 million minimum
<i>Professional Indemnity</i>	\$10 million minimum with a six year run off period after the term of the contract
<i>Motor Vehicle third party personal injury and property insurance</i>	\$20 million minimum
<i>Works Insurance</i>	\$20 million minimum

Worker’s Compensation in accordance with statutory requirements or personal injury insurance (NB Personal injury insurance for sole traders is available from WorkCover or other commercial insurers).

It is a requirement that the supplier/contractor ensures that all subcontractors (preapproved by SunWater) also effect and maintain the insurances required by SunWater (unless the subcontractors are covered by the supplier’s insurance).

4. Invoices and Payments

At SunWater, we use best endeavours to ensure our service providers are paid within payment terms. Unless agreed otherwise, payment terms are 30 days after receipt of a tax invoice. To assist us, please ensure your payment claim:

- Is in the form of or is accompanied by a tax invoice with all supporting documentation, as required by SunWater, to the address of SunWater set out under the contract;
- Tax invoice quotes a valid Australian Business Number (ABN) – note that SunWater will not enter into contracts/agreements with businesses that do not possess an ABN;
- GST is correctly calculated and shown in accordance with the current GST regulations on the tax invoice;
- states on the invoice the contract number, purchase order, description of the work and the amount claimed inclusive of GST; and
- the tax invoice is only for the amount due at that stage of the contract.

Note that SunWater will not pay any amounts in advance of work being performed. SunWater is committed to maintain positive relationships with its suppliers and service providers and we appreciate your help in ensuring the timely payment of your tax invoice. If you have any questions please do not hesitate to accountspayable@sunwater.com.au

5. Code of Conduct

SunWater is committed to high standards of integrity, professionalism and accountability. The SunWater Code of Conduct has been adopted to reflect this commitment. It is expected that service providers conduct themselves in a professional manner that is consistent with this Code by:

1. Ensuring a safe and healthy work environment which does not place them, co-workers, visitors or any member of the public at risk.
2. Represent SunWater honestly.
3. Act fairly and with integrity.
4. Respect the dignity, rights and views of others, including different values, beliefs, cultures and religions.
5. Work efficiently, effectively and diligently.
6. Use the organisation's resources appropriately, including property, equipment, vehicles, information systems, and office consumables.
7. Maintain confidentiality of personal and corporate information.
8. Observe legal requirements and act within the law.
9. Comply with reasonable and lawful instructions (policies, procedures, directions and standards) related to their obligations.
10. Adhere to any relevant industrial agreements/awards.

6. Complaints, Disputes and Breaches

6.1 The dispute process

Resolution of differences or disputes is strongly encouraged to be conducted with the nominated person as advised in your contract documentation e.g. Superintendent or Project Manager.

6.2 Breaches

A breach of contract is to be dealt with under the terms and conditions of that specific contract.

6.3 Other

SunWater has a Whistle-blower Policy and Guide which provides protection to individuals who make a disclosure (i.e. information or evidence that is in the public interest about corrupt conduct or wrongdoing within SunWater which includes procurement related wrongdoing)". Further, individuals can make an anonymous report of procurement related corrupt conduct via the SunWater Whistle-blower hotline either on-line or by telephone.

7. Right to Information and disclosure

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 and Government Owned Corporations. The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.

Information contained in an offer is potentially subject to disclosure to third parties. In the assessment of any disclosure required by SunWater pursuant to the RTI Act, offerors and service providers accept that any information provided by them, including information marked as confidential, shall be assessed for disclosure in accordance with the terms of the RTI Act.

Where a contract is awarded as a result of an invitation process, SunWater may publish on the Queensland Government Marketplace website or by any other means, contract information which may include:

- the name and address of the service provider;
- a description of the goods and/or services to be provided under the contract;
- the date of award of the contract (including the dates of relevant stages if the contract involves more than one stage);
- 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;
- the procurement method used.

8. Information Privacy Act

You will be required to comply (as a minimum) with the *Privacy Act 1988* (Cth).

9. Confidentiality and Conflict of Interest

You will be required to treat all material provided by, or on behalf of SunWater as confidential. SunWater may also ask you to sign a deed of confidentiality.

Conflicts of interest means having an interest which conflicts or may be perceived as conflicting with the ability of the service provider 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.

Service providers must warrant that, to the best of their knowledge, as at the commencement date of any contract or work with SunWater, neither the service provider nor any of its employees, subcontractors or agents have, or are likely to have a conflict of interest throughout the life of the contract.

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 service provider for any entity other than



SunWater) the service provider must immediately give written notice to SunWater. If the provider fails to notify SunWater or is unable or unwilling to resolve or deal with the conflict to SunWater's satisfaction, the offeror may be excluded from a Request for Offer process or its offer may be excluded from consideration. If SunWater considers that a conflict of interest exists, SunWater may terminate a contract at its discretion.