

1. APPLICATION AND INTERPRETATION

- 1.1 These Additional Conditions of Contract apply to the Purchase Order Terms and Conditions, the Purchase Order Terms and Conditions (Executable), the Contract for Works, Services or the Minor Services, the Standing Order for Works, Services or Goods and the Standing Order for Minor Services, Goods or Works Contract (whichever is applicable) between the Contractor and Sunwater Limited (**Contract**) if, and to the extent that, the Contract indicates that these Additional Conditions of Contract are applicable.
- 1.2 In the event of any inconsistency between these Additional Conditions of Contract and the conditions of the Contract, the conditions of the Contract will apply.
- 1.3 In these Additional Conditions of Contract, capitalised terms have the same meaning as in the Contract unless the context otherwise requires.

2. BEST PRACTICE PRINCIPLES

- 2.1 The Contractor must fulfil any commitments in relation to the Best Practice Principles made in its tender for work under the Contract when executing and completing the Supply and must ensure that its subcontractors fulfill commitments in relation to the Best Practice Principles in their tenders.
- 2.2 When subcontracting work under the Contract, the Contractor must:
 - (a) prepare subcontract tender documentation which sets out clear evaluation criteria;
 - (b) ensure evaluation of subcontract tender responses against clear evaluation criteria and weightings;
 - (c) record all evaluation findings and, if requested, submit these to Sunwater at the completion of each subcontract evaluation;
 - (d) include within subcontract tender documentation non-priced evaluation criteria the best practice principles of:
 - (i) workplace health and safety systems and standards;
 - (ii) a commitment to apprentices and trainees; and
 - (iii) best practice industrial relations;
 - (e) provide subcontract tenderers with these or other guidance examples in relation to the non-priced criteria referred to in clause 2.2(d):
 - (i) detail whether the tenderer has been subject to any adverse findings or penalties pursuant to the *Work Health and Safety Act 2011* (Qld);
 - (ii) detail the number of current employees, apprentices and trainees anticipated to be working on the subcontract;
 - (iii) provide an outline of the conditions of employment for the employees to be associated with the subcontract; and
 - (iv) collective agreements that provide wages and conditions that attract a high quality and skilled workforce and tenderers may obtain further examples of such agreements at the following page on the Fair Work Australia website <https://www.fwc.gov.au/awards-and-agreements/>;
 - (f) apply the weightings nominated by Sunwater acting reasonably for non-priced criteria relating to the Best Practice Principles;
 - (g) if required by Sunwater, require tenderers to provide a deed in the form elected by Sunwater; and
 - (h) include provisions in any resulting subcontract requiring the subcontractor to:
 - (i) comply with any commitments in its tender relating to the Best Practice Principles; and
 - (ii) if required by Sunwater, execute a deed in favour of the Sunwater in the form elected by Sunwater where such a deed has not already been provided as part of the subcontractor's tender.

3. WHS ACCREDITATION SCHEME

- 3.1 In this clause 3, "**WHS Accreditation Scheme**" means the Work Health and Safety Accreditation Scheme in force pursuant to section 43 of the *Federal Safety Commissioner Act 2002* (Cth) (**FSC Act**).
- 3.2 The Contractor:
 - (a) warrants that it is accredited under the WHS Accreditation Scheme; and
 - (b) must:
 - (i) maintain its accreditation under the WHS Accreditation Scheme; and

- (ii) comply with all conditions of the WHS Accreditation Scheme accreditation and the National Construction Code performance requirements in relation to building materials, at all times whilst carrying out "building work" (as defined in section 6 of the **FSC Act**) in respect of the Supply.

4. QUEENSLAND CHARTER FOR LOCAL CONTENT

The Contractor must, and must ensure its subcontractors, in carrying out the Supply:

- (a) comply with the principles of the Queensland Charter for Local Content (**Charter**) and any requirements under the Contract in this regard;
- (b) comply with any statement of intent or equivalent local content statement under the Contract; and
- (c) complete and submit a Charter for Local Content – Project Outcome Report as required by (and in the form approved by) the Charter to Sunwater at Practical Completion and at such other times as reasonably requested by Sunwater, with a copy provided to qlc@qld.gov.au.

5. QUEENSLAND GOVERNMENT SUPPLIER CODE OF CONDUCT

- 5.1 The Contractor must comply with all expectations as contained in the Supplier Code of Conduct throughout the term of the Contract.
- 5.2 If, at any time during the term of this Contract, Sunwater reasonably suspects that the Contractor is in breach of clause 5.1, Sunwater may issue a written notice to the Contractor to show cause as to why the Contractor is not in breach.
- 5.3 If the Contractor has not within 14 days of receipt of written notice under clause 5.2, shown cause in writing to Sunwater demonstrating to the reasonable satisfaction of Sunwater that the Contractor is in compliance with all expectations as contained in the Supplier Code of Conduct, Sunwater may terminate the Contract immediately by notice in writing to the Contractor.

6. ETHICAL SUPPLIER MANDATE AND ETHICAL SUPPLIER THRESHOLD

- 6.1 In this clause 6:
 - (a) "**Compliance Branch**" means the QGP Compliance Branch within the Queensland Government Procurement Division of the Department of Housing and Public Works or any government body that replaces the QGP Compliance Branch from time to time;
 - (b) "**Ethical Supplier Mandate**" means the Queensland Government Policy titled 'Ethical Supplier Mandate 2024' (as amended from time to time); and
 - (c) "**Ethical Supplier Threshold**" means the Ethical Supplier Threshold described in the Queensland Procurement Policy.
- 6.2 The Contractor must comply, and must ensure that its subcontractors comply, with the Ethical Supplier Threshold throughout the term of the Contract.
- 6.3 If, at any time during the term of the Contract, Sunwater or the Compliance Branch reasonably suspects that the Contractor is in breach of clause 6.2, Sunwater may issue a written notice to the Contractor to show cause as to why the Contractor is not in breach.
- 6.4 If the Contractor has not within 14 days of receipt of written notice under clause 6.3, shown cause in writing to Sunwater demonstrating to the reasonable satisfaction of Sunwater that the Contractor and its subcontractors are in compliance with the Ethical Supplier Threshold, Sunwater may terminate this Contract immediately by notice in writing to the Contractor.
- 6.5 The Contractor acknowledges and agrees that:
 - (a) a failure by it or its subcontractors to comply with:
 - (i) the applicable policies of Sunwater;
 - (ii) applicable regulatory requirements; or
 - (iii) the Contractor's obligations under the Contract,
 may result in the imposition of a demerit or sanction under the Ethical Supplier Mandate, which is separate and in addition to any remedies available to Sunwater under the Contract;
 - (b) Sunwater or the Compliance Branch are responsible for managing investigations into potential non-compliance under the Ethical

Supplier Mandate and referring regulatory matters to regulators or law enforcement agencies where necessary;

- (c) where the Compliance Branch is managing an investigation into potential non-compliance under the Ethical Supplier Mandate, the Compliance Branch assumes the requisite authority, roles and functions of Sunwater for the duration of the compliance process under the Ethical Supplier Mandate; and
- (d) the Queensland Government may publish information about sanctions imposed on the Contractor and its subcontractors under the Ethical Supplier Mandate.

6.6 If the Contractor is:

- (a) a natural person, the Contractor irrevocably consents to Sunwater and the Compliance Branch collecting and sharing personal information of the Contractor for the purposes of:
 - (i) determining whether to impose demerits or sanctions on the Contractor's business under the Ethical Supplier Mandate;
 - (ii) referrals to the Tripartite Procurement Advisory Panel for the purposes of making a recommendation about non-compliance and penalty under the Ethical Supplier Mandate;
 - (iii) referrals to the 'decision maker' (as that term is defined in the Ethical Supplier Mandate) for the purposes of making a decision about non-compliance and penalty under the Ethical Supplier Mandate.
- (b) not a natural person, the Contractor warrants that the relevant Contractor personnel irrevocably consents to Sunwater collecting and sharing personal information of the relevant Contractor personnel for the purposes set out in clause 6.6(a).

6.7 The Contractor:

- (a) irrevocably consents to Sunwater to obtaining information about the Contractor relevant to the Ethical Supplier Mandate and the Ethical Supplier Threshold that may be held by any federal, state or local government department, agency, authority or instrumentality, including the Compliance Branch, Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and the Australian Taxation Office; and
- (b) warrants that its subcontractors irrevocably consent to Sunwater obtaining the information contemplated under clause 6.7(a).

6.8 Sunwater may, upon giving reasonable notice, enter the Contractor's premises or any place at which the Contractor is carrying out the Supply to audit the Contractor for the purposes of determining whether to impose demerit or sanctions on the Contractor's business under the Ethical Supplier Mandate. The Contractor must:

- (a) provide all information requested during an audit, including information of any subcontractors; and
- (b) procure its subcontractors to permit Sunwater to enter the subcontractor's premises or any place at which the subcontractor is carrying out work in relation to the Supply to audit the subcontractor for the purposes contemplated by clause 6.8.