

COMMONWEALTH OF AUSTRALIA

DEPARTMENT OF DEFENCE

ATM ID: *[INSERT]*

TENDER NO: *[INSERT]*

PROJECT NAME: *[INSERT]*

TENDER DOCUMENTS

19th Chief Engineer Works

Design Services CONTRACT (Australia)

ADDENDUM NO. [##]

***[NOTE TO DEFENCE/TENDER ADMINISTRATOR (TO BE DELETED PRIOR TO THIS ADDENDUM BEING ISSUED): THIS ADDENDUM IS ONLY TO BE USED WHERE THE VALUE OF THE SERVICES IS $7.5 MILLION (GST INCLUSIVE) OR MORE.***

***EACH OF THE AMENDMENTS SET OUT IN THIS ADDENDUM ARE REQUIRED BY COMMONWEALTH POLICY AND ACCORDINGLY MUST BE INCLUDED IN ALL PROCUREMENTS AT OR ABOVE THE THRESHOLD FROM 1 JULY 2024. THIS ADDENDUM ALSO CATERS FOR PHASE 2 OF THE ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY WHICH COMMENCES FROM 1 JULY 2025.***

***THIS ADDENDUM INCLUDES GUIDANCE NOTES AND PLACEHOLDERS FOR COMPLETION PRIOR TO ISSUE. DEFENCE/TENDER ADMINISTRATOR TO CAREFULLY REVIEW AND UPDATE AS APPROPRIATE. SEEK LEGAL ADVICE IF REQUIRED]***

To: All Tenderers

Pursuant to clause 2.2(d) of the Tender Conditions, Tenderers are advised of the following amendments to the Tender Documents:

**Amendments to the Tender Conditions in Part 1**

1. In clause 2.1 of the Tender Conditions in Part 1, **insert** new subparagraphs (f1), (f2), (f3), (f4) and (f5) as follows:

*“(f1)* ***ESP Policy Commitment Report*** *means the “TenderResponse” tab of the ESP Policy Reporting Template for “Construction Services” to be completed as part of the Tender;*

*(f2)* ***ESP Policy Toolkit and Resources*** *means information on the Environmentally Sustainable Procurement Policy and other guidance material and reporting templates available at https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit, or such other link as notified in writing by the Tender Administrator;*

*(f3)* ***ESP Policy Reporting Template*** *means the relevant Environmentally Sustainable Procurement Policy reporting template available at https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit, or such other link as notified in writing by the Tender Administrator;*

*(f4)* ***Responsible Agency*** *means the Commonwealth agency responsible for administering the Environmentally Sustainable Procurement Policy (currently the Department of Climate Change, Energy, the Environment and Water);*

*(f5)* ***SESP Template*** *means the form required by “SESP Option B(ii) – base metrics” template for construction services procurements worth $7.5 million or more, available from the ESP Policy Toolkit and Resources”;*

1. In clause 3.1(b) of the Tender Conditions in Part 1, **insert** a new subparagraph (iv) as follows:

"*(iv) the Tenderer must complete and lodge a Supplier Environmental Sustainability Plan (which includes an ESP Policy Commitment Report) by responding to Tender Schedule L - Environmentally Sustainable Procurement; and”*

1. ***[NOTE TO DEFENCE/TENDER ADMINISTRATOR (TO BE DELETED PRIOR TO THIS ADDENDUM BEING ISSUED): THIS NEW CLAUSE SHOULD BE INCLUDED AS THE LAST CLAUSE IN THE TENDER CONDITIONS. THE CLAUSE REFERENCES IN SQUARE BRACKETS AND YELLOW HIGHLIGHT SHOULD BE UPDATED ACCORDINGLY]*** In the Tender Conditions, **insert** a new clause [##] as follows:

***[##] ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY***

*(a) The Tenderer's attention is drawn to the Environmentally Sustainable Procurement Policy, which applies to this tender process. The Environmentally Sustainable Procurement Policy aims to improve environmental sustainability across three focus areas – climate, the environment and circularity. More information on the Environmentally Sustainable Procurement Policy is available at www.dcceew.gov.au/sustainable-procurement.*

*(b) The Environmentally Sustainable Procurement Policy requires all Tenders to include a Supplier Environmental Sustainability Plan which will be evaluated as part of tender evaluation. This plan must address:*

*(i) how the Tenderer will optimise environmental sustainability in carrying out of the Services, referencing focus areas and principles in the Environmentally Sustainable Procurement Policy;*

*(ii) opportunities for innovation and how these will be considered and implemented by the Tenderer throughout the carrying out of the Services; and*

*(iii) the Tenderer’s corporate sustainability performance – that is, how the Tenderer addresses environmental sustainability impacts associated with its business.*

*(c) As part of its Tender, the Tenderer must complete and lodge a Supplier Environmental Sustainability Plan by responding to Tender Schedule K - Environmentally Sustainable Procurement (which must also include an ESP Policy Commitment Report). The Tenderer should note that this is a* ***minimum form and content requirement*** *for its Tender under clause 3.1(b)(iv) of the Tender Conditions.*

*(d) The successful Tenderer will be required to agree a final Supplier Environmental Sustainability Plan with the Principal and this plan will be attached to any Contract for the Services.*

*(e) The successful Tenderer will be required to demonstrate compliance with the agreed final Supplier Environmental Sustainability Plan during the term of the Contract.*

*(f) The successful Tenderer will be required to report on the sustainability outcomes of the Contract in the form of a completed ESP Policy Reporting Template at least every 6 months.*

*(g) Notwithstanding clause 2.1(a), for the purposes of the Tender Conditions and the other Tender Documents, Supplier Environmental Sustainability Plan means the Supplier Environmental Sustainability Plan the Tenderer is required to lodge in response to item C of Tender Schedule L - Environmentally Sustainable Procurement.*"

**Amendments to the Tender Particulars in Part 2**

1. Amend the Tender Particular for Part 1, clause 4(b) "Additional Evaluation Criteria" by **inserting** the words which are underlined and by **deleting** the words in strike out.

***[NOTE TO DEFENCE/TENDER ADMINISTRATOR (TO BE DELETED PRIOR TO THIS ADDENDUM BEING ISSUED): THIS AMENDMENT HAS BEEN PREPARED ON THE BASIS THAT THE "ADDITIONAL EVALUATION CRITERIA" TENDER PARTICULAR IS POPULATED WITH "NONE STATED". IF THE TENDER PARTICULAR HAS OTHER "ADDITIONAL EVALUATION CRITERIA", THE ADDENDUM SHOULD BE AMENDED TO RETAIN THESE]***

|  |  |
| --- | --- |
| **Additional Evaluation Criteria:**(Part 1, clause 4(b)) | ~~None stated.~~1. **Environmentally Sustainable Procurement Policy (no weighting, the Tender will be evaluated with reference to whether value for money has been demonstrated).** The extent to which the Tenderer has demonstrated that:
2. its proposed approach to optimising environmental sustainability outcomes in the performance of the Services and the Works is satisfactory;
3. its proposed approach to substantiating environmental sustainability claims is satisfactory;
4. its proposed environmental outcomes in its completed Supplier Environmental Sustainability Plan are satisfactory and that they align with the Environmental Sustainability Principles; and
5. its corporate commitment to environmental sustainability is satisfactory,

and that it will otherwise meet its obligations under the Contract in Part 5 if it is the successful Tenderer (noting that the type of information the Principal is seeking is outlined in Tender Schedule L - Environmentally Sustainable Procurement Policy). |

**Amendment to the Tender Schedules in Part 4**

1. **Insert** a new Tender Schedule L - Environmentally Sustainable Procurement Policy as set out in Attachment 1 to this Addendum No. [##].

**Amendment to Annexure 3 of the Contract in Part 5**

1. In the Special Conditions in Part 5, **insert** a new clause [##] of the Special Conditions, as follows:

***[##] ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY***

* + 1. For the purposes of this clause [##]:
			1. **Environmentally Sustainable Procurement Policy** means the Environmentally Sustainable Procurement Policy July 2024 available at www.dcceew.gov.au/sustainable-procurement, as amended from time to time;
			2. **Environmental Sustainability Principles** means the principles set out in Table 1 of the Environmentally Sustainable Procurement Policy;
			3. **ESP Policy Reporting Template** means the relevant Environmentally Sustainable Procurement Policy reporting template available at https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit
			4. **Furniture, Fittings and Equipment** means operating assets that have no permanent connection to the structure of a building;
			5. **ICT Goods** means computers and peripheral equipment, communication equipment, consumer electronic equipment, electronic components and other information and technology goods;
			6. **Responsible Agency** means the Commonwealth agency responsible for administering the Environmentally Sustainable Procurement Policy (at the Award Date being the Department of Climate Change, Energy, the Environment and Water);
			7. **Supplier Environmental Sustainability Plan** means the Supplier Environmental Sustainability Plan in Attachment [##] to the Special Conditions;
			8. **Sustainability Information** means any information contained in the Supplier Environmental Sustainability Plan or a report submitted by the Consultant under paragraph (g) (as may be updated in accordance with paragraphs (k) and (l));
			9. **Textiles** means fibres, threads, yarns, fabrics and leather materials and the goods made from these materials; and
			10. the interpretation of “business days” as set out in clause 19.2(m) of the Conditions of Contract applies to this clause.
		2. The Consultant must comply with, keep records and maintain evidence of its compliance with, the Supplier Environmental Sustainability Plan.
		3. The Consultant must provide relevant records and evidence of its compliance with the Supplier Environmental Sustainability Plan to the Contract Administrator or the Responsible Agency within 10 business days of a written request.
		4. The Principal and the Consultant agree their representatives will meet periodically and no fewer than once every six months prior to the end of the last Defects Liability Period (as defined in the Construction Contract), to review the Consultant's compliance with the Supplier Environmental Sustainability Plan and reporting obligations under paragraph (g).
		5. If the Consultant becomes aware that it may be unable to comply with the Supplier Environmental Sustainability Plan or its reporting obligations under paragraph (g), the Consultant agrees to notify the Contract Administrator as soon as possible in writing, which must be no later than 10 business days after becoming aware.
		6. The written notice issued by the Consultant under paragraph (e) must include:
			1. details of how the Consultant has not complied, or anticipates it will not comply, with the Supplier Environmental Sustainability Plan or its reporting obligations;
			2. reasons explaining the Consultant’s failure to comply or anticipated failure to comply with the Supplier Environmental Sustainability Plan or its reporting obligations; and
			3. details of the measures the Consultant proposes to take to mitigate the impacts of any failure to comply that has occurred, or to prevent any anticipated failure to comply.
		7. The Consultant must complete and submit a report to the Contract Administrator in the form of a completed ESP Policy Reporting Template which is accurate, free of errors and up to date at the time the report is submitted. The report must be submitted to the Contract Administrator:
			1. at least once every six months prior to the end of the last Defects Liability Period (as defined in the Construction Contract);
			2. within 10 business days after the end of the last Defects Liability Period (as defined in the Construction Contract); and
			3. at any other time during the term of the Contract as reasonably requested by the Contract Administrator.
		8. The Consultant must:
			1. use the ESP Policy Reporting Template for “Construction Services”; and
			2. if the Construction Contract also includes the supply and/or installation of Furniture, Fittings or Equipment, Textiles or ICT Goods in excess of $1 million (including GST), use the ESP Policy Reporting Template for “Products”.
		9. The Consultant acknowledges and agrees the Responsible Agency may vary the ESP Policy Reporting Template from time to time and that the Consultant will use the latest version of any ESP Policy Reporting Template that is current at the time of submitting the report.
		10. Where requested by the Contract Administrator, the Consultant must provide the Contract Administrator with evidence verifying any details or information included within a report submitted under paragraph (g) (including evidence obtained from the Consultant’s subconsultants) within 10 business days of the request.
		11. Where the Contract Administrator considers that a report submitted under paragraph (g) does not comply with paragraph (g), the Contract Administrator may by written notice to the Consultant reject the report. Where the Contract Administrator rejects the report, the Contract Administrator will notify the Consultant of issues to be addressed.
		12. Where the Contract Administrator has rejected a report under paragraph (k), the Consultant must provide the Contract Administrator with an updated report amended to address the issues notified by the Contract Administrator, and that otherwise provides the information and details required in the ESP Policy Reporting Template and that are accurate, free of errors and current at the time of submission, within 10 business days of the date the notice is issued under paragraph (k). This paragraph (l) will apply to any resubmitted report.
		13. The Consultant warrants that all information provided by the Consultant in the ESP Policy Reporting Template provided under this clause is accurate, free of errors and up to date at the time the report is submitted to the Contract Administrator.
		14. The Consultant must not include:
			1. any additional Personal Information, other than the Personal Information specifically required in the ESP Policy Reporting Template; or
			2. Confidential Information,

in the ESP Policy Reporting Template.

* + 1. The Consultant acknowledges and agrees that:
			1. the Principal or the Contract Administrator will provide the Supplier Environmental Sustainability Plan and the reports the Consultant submits under paragraph (g) (as may be updated in accordance with paragraphs (k) and (l)) to the Responsible Agency;
			2. the reports it submits under paragraph (g) (as may be updated in accordance with paragraphs (k) and (l)) will be recorded in a central database by the Responsible Agency;
		2. the Responsible Agency may aggregate the Sustainability Information provided by the Consultant and use it for whole-of government reporting which may be published. Individual Consultant information and Personal Information will not be published;
		3. the Responsible Agency and the Principal are not liable to the Consultant for any inaccuracy or error in the Sustainability Information published in whole-of-government reports; and
		4. the Principal or the Contract Administrator may do anything that is described in this clause [##] during the term of the Contract and following the expiration or earlier termination of the Contract.
		5. The Consultant is responsible for any costs of meeting its obligations under this clause [##]."

***[INSERT THE FOLLOWING. THE SUPPLIER ENVIRONMENTAL SUSTAINABILITY PLAN OF THE SUCCESSFUL TENDERER (AND THE REPORTING TEMPLATE) MUST BE ATTACHED TO THE CONTRACT]***

**Attachment [##] to the Special Conditions - Supplier Environmental Sustainability Plan**

[To be inserted following selection of the successful Tenderer]

Please acknowledge receipt of this Addendum.

Dated: [##]

Signed:

Tender Administrator on behalf of the Principal

**Attachment 1 - Tender Schedule L - Environmentally Sustainable Procurement Policy**

**Tender Schedule L**

**ENVIRONMENTALly SUSTAINABLE PROCUREMENT POLICY**

The Tenderer's attention is drawn to clause [##] of the Tender Conditions in Part 1. The Tenderer should also note the evaluation criteria under paragraph 1 of the Tender Particular for Part 1, clause 4(b) of the Tender Conditions.

The Tenderer must complete and lodge Tender Schedule L - Environmentally Sustainable Procurement Policy, which includes providing a Supplier Environmental Sustainability Plan in the form and containing the content set out below.

The Tenderer is requested to complete and lodge the declaration in item A below. The Tenderer must complete and lodge a Supplier Environmental Sustainability Plan in the form of the SESP Template available from the ESP Policy Toolkit and Resources. **The Tenderer is referred to item B and should note that the completion and lodgement of a Supplier Environmental Sustainability Plan in the form required** **is a minimum form and content requirement for its Tender under clause 3.1(b) of the Tender Conditions.**

**A. Tenderer Declaration**

The Tenderer agrees and declares that if it is the successful Tenderer it will be required to:

* + 1. agree a final Supplier Environmental Sustainability Plan with the Principal before entering into any Contract;
		2. comply with the agreed final Supplier Environmental Sustainability Plan under any Contract entered into with the Principal;
		3. on request by the Responsible Agency, provide the Responsible Agency with a copy of the agreed final Supplier Environmental Sustainability Plan and/or evidence of compliance with the plan; and
		4. submit to the Principal a completed ESP Policy Reporting Template once every six months for the duration of the Contract.

**[INSERT NAME OF TENDERER, ABN AND ACN, AS APPLICABLE]** (**Tenderer**)

**[INSERT DATE]**

**[S 127 OF CORPORATIONS ACT]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Declared and executed** by **[INSERT NAME]** in accordance with section 127 of the Corporations Act 2001 (Cth): |  |  |  |
|  |  |  |  |
| Signature of director |  |  | Signature of company secretary/director ***[delete position as appropriate]*** |
|  |  |  |  |
| Full name of director who states that they are a director of **[INSERT NAME]** |  |  | Full name of company secretary/director ***[delete position as appropriate]*** who states that they are a company secretary/director ***[delete position as appropriate]*** of **[INSERT NAME]** |

**[OR ‑ AUTHORISED SIGNATORY OF COMPANY]**

|  |  |  |  |
| --- | --- | --- | --- |
| **Declared and signed** for and on behalf of **[INSERT NAME]** by its authorised signatory in the presence of: |  |  |  |
|  |  |  |  |
| Signature of witness |  |  | Signature of authorised signatory |
|  |  |  |  |
| Full name of witness |  |  | Full name of authorised signatory |

**[THESE ARE EXAMPLE EXECUTION CLAUSES ONLY. INSERT APPROPRIATE EXECUTION CLAUSE FOR TENDERER]**

**[THE TENDERER MUST ENSURE THAT THE DECLARATION OF COMPLIANCE IS COMPLETE, ACCURATE, DULY EXECUTED AND VALID]**

**B. Supplier Environmental Sustainability Plan**

The Tenderer's attention is drawn to:

* + 1. clause [##] of the Special Conditions and the definition of "Supplier Environmental Sustainability Plan" in that clause; and ***[NOTE TO DEFENCE/TENDER ADMINISTRATOR (TO BE DELETED PRIOR TO THIS ADDENDUM BEING ISSUED): SEE PART 8 OF THIS ADDENDUM (TITLED “AMENDMENTS TO ANNEXURE 4 OF THE CONTRACT IN PART 5”)]***
		2. the ESP Policy Toolkit and Resources.

The Tenderer must:

* + 1. complete and lodge the Supplier Environmental Sustainability Plan in the form of the SESP Template; and
		2. provide the ESP Policy Commitment Report in the form required as a spreadsheet in excel format **only** and not as an embedded image/screenshot within the SESP Template.

The Tenderer's "Supplier Environmental Sustainability Plan" provided in this Tender Schedule L - Environmentally Sustainable Procurement Policy should include:

* + 1. how the Tenderer will optimise environmental sustainability in the carrying out of the Services and the design of the Works, referencing the focus areas and principles in the Environmentally Sustainable Procurement Policy. If the Tenderer cannot optimise environmental sustainability, the Tenderer is requested to explain why not;
		2. opportunities for innovation and how these will be considered and implemented by the Tenderer throughout the carrying out of the Services; and
		3. the Tenderer's corporate sustainability performance – that is, how does the Tenderer address environmental sustainability impacts associated with its business.