

ATM ID: *[INSERT atm id]*

PROJECT NO: *[INSERT project number]*

PROJECT NAME: *[INSERT PROJECT NAME AND DESCRIPTION OF WORKS, AS APPLICABLE]*

MEDIUM WORKS CONTRACT

TENDER DOCUMENTS

ADDENDUM NO. [##]

***[NOTE TO DEFENCE/TENDER ADMINISTRATOR (TO BE DELETED PRIOR TO THIS ADDENDUM BEING ISSUED):***

* ***USE THIS ADDENDUM IF THE VALUE OF THE CONTRACTOR’S ACTIVITIES IS $7.5 MILLION (GST INCLUSIVE) OR MORE. EACH OF THE AMENDMENTS SET OUT IN THIS ADDENDUM ARE REQUIRED BY PHASE 2 OF THE ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY AND ACCORDINGLY MUST BE INCLUDED IN ALL PROCUREMENTS FROM 1 JULY 2025.***
* ***IF THE VALUE OF THE CONTRACTOR’S ACTIVITIES IS LESS THAN $7.5 MILLION (GST INCLUSIVE), THE TENDER DOCUMENTS (INCLUDING THE CONTRACT) SHOULD BE COMPLETED ON THE BASIS THAT PARTICULAR TENDER CONDITIONS AND CONDITIONS OF CONTRACT DEALING WITH THE ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY DOES NOT APPLY. THIS ADDENDUM IS NOT REQUIRED FOR THOSE PROCUREMENTS.***
* ***FOR THE PURPOSES OF THE ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY, THIS ADDENDUM ASSUMES THERE ARE NO CONTRACTOR’S ACTIVITIES TO BE CARRIED OUT OVERSEAS OR FOR THE DIRECT PURPOSES OF PROVIDING FOREIGN ASSISTANCE.***
* ***THIS ADDENDUM INCLUDES 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. **Delete** clause 3.1(b)(iv) of the Tender Conditions in Part 1 and **replace** with:

"*(iv) if clause 30 applies, 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. **Delete** in its entirety clause 30 of the Tender Conditions in Part 1 and **replace** with:

"***30.******ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY***

*Clause 30 does not apply unless the Tender Particulars state that it does apply.*

*(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 Contractor’s Activities, 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 Contractor’s Activities; 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 L – 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).*

*(d) The successful Tenderer will be required to agree a final Supplier Environmental Sustainability Plan with the Commonwealth and this plan will be attached to any Contract for the Contractor's Activities and the Works.*

*(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 Schedules in Part 4**

1. **Delete** Tender Schedule L – Environmentally Sustainable Procurement and **replace** with the content as set out in Attachment 1 to this Addendum No. [##].

**Amendments to the Conditions of Contract in Part 5**

1. In clause 24.1 of the Conditions of Contract in Part 5, **insert** new paragraphs where they appear chronologically, as follows:

"***ESP Policy Reporting Template***

*Means the relevant* *Environmentally Sustainable Procurement Policy template available at https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit*

***Furniture, Fittings and Equipment***

*Means operating assets that have no permanent connection to the structure of a building.*

***ICT Goods***

*Means computers and peripheral equipment, communication equipment, consumer electronic equipment, electronic components and other information and technology goods.*

***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).*

***Textiles***

*Means fibres, threads, yarns, fabrics and leather materials and the goods made from these materials.*"

1. In clause 24.1 of the Conditions of Contract in Part 5, **delete** the following paragraph:

"***Reporting Template***

*The reporting template provided in the Supplier Environmental Sustainability Plan including as updated by the Commonwealth from time to time.*"

1. In clause 24.1 of the Conditions of Contract in Part 5, **delete** the definition of Sustainability Information and **replace** with:

*"****Sustainability Information***

*Any information contained in the Supplier Environmental Sustainability Plan or a report submitted by the Contractor under clause 18.20(f) (as may be updated in accordance with clauses 18.20(j) and 18.20(k))."*

1. **Delete** in its entirety clause 18.20 of the Conditions of Contract in Part 5 and **replace** with:

"***18.20******Environmentally Sustainable Procurement Policy***

*Clause 18.20 does not apply unless the Contract Particulars state that it does apply.*

*(a) The Contractor must comply with, keep records and maintain evidence of its compliance with, the Supplier Environmental Sustainability Plan.*

*(b) The Contractor 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.*

*(c) The Commonwealth and the Contractor agree their representatives will meet periodically and no fewer than once every six months prior to the end of the last Defects Liability Period, to review the Contractor's compliance with the Supplier Environmental Sustainability Plan and reporting obligations under paragraph (f).*

*(d) If the Contractor becomes aware that it may be unable to comply with the Supplier Environmental Sustainability Plan or its reporting obligations under paragraph (f), the Contractor agrees to notify the Contract Administrator as soon as possible in writing, which must be no later than 10 business days after becoming aware.*

*(e) The written notice issued by the Contractor under paragraph (d) must include:*

*(i) details of how the Contractor has not complied, or anticipates it will not comply, with the Supplier Environmental Sustainability Plan or its reporting obligations;*

*(ii) reasons explaining the Contractor's failure to comply or anticipated failure to comply with the Supplier Environmental Sustainability Plan or its reporting obligations; and*

*(iii) details of the measures the Contractor proposes to take to mitigate the impacts of any failure to comply that has occurred, or to prevent any anticipated failure to comply.*

*(f) The Contractor 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:*

*(i) at least once every six months prior to the end of the last Defects Liability Period;*

*(ii) within 10 business days after the end of the last Defects Liability Period; and*

*(iii) at any other time during the term of the Contract as reasonably requested by the Contract Administrator.*

*(g) The Contractor must:*

*(i) use the ESP Policy Reporting Template for “Construction Services”; and*

*(ii) if the Contractor’s Activities 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”.*

*(h) The Contractor acknowledges and agrees the Responsible Agency may vary the ESP Policy Reporting Template from time to time and that the Contractor will use the latest version of any ESP Policy Reporting Template that is current at the time of submitting the report.*

*(i) Where requested by the Contract Administrator, the Contractor must provide the Contract Administrator with evidence verifying any details or information included within a report submitted under paragraph (f) (including evidence obtained from the Contractor’s subcontractors) within 10 business days of the request.*

*(j) Where the Contract Administrator considers that a report submitted under paragraph (f) does not comply with paragraph (f), the Contract Administrator may by written notice to the Contractor reject the report. Where the Contract Administrator rejects the report, the Contract Administrator will notify the Contractor of issues to be addressed.*

*(k) Where the Contract Administrator has rejected a report under paragraph (j), the Contractor 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 (j). This paragraph (k) will apply to any resubmitted report.*

*(l) The Contractor warrants that all information provided by the Contractor 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.*

*(m) The Contractor must not include:*

*(i) any additional Personal Information, other than the Personal Information specifically required in the ESP Policy Reporting Template; or*

*(ii) Confidential Information,*

*in the ESP Policy Reporting Template.*

*(n) The Contractor acknowledges and agrees that:*

*(i) the Commonwealth as represented by the Department of Defence or the Contract Administrator will provide the Supplier Environmental Sustainability Plan and the reports the Contractor submits under paragraph (f) (as may be updated in accordance with paragraphs (j) and (k)) to the Responsible Agency;*

*(ii) the reports it submits under paragraph (f) (as may be updated in accordance with paragraphs (j) and (k)) will be recorded in a central database by the Responsible Agency;*

*(iii) the Responsible Agency may aggregate the Sustainability Information provided by the Contractor and use it for whole-of government reporting which may be published. Individual Contractor information and Personal Information will not be published;*

*(iv) the Responsible Agency and the Commonwealth are not liable to the Contractor for any inaccuracy or error in the Sustainability Information published in whole-of-government reports; and*

*(v) the Commonwealth or the Contract Administrator may do anything that is described in this clause 18.20 during the term of the Contract and following the expiration or earlier termination of the Contract.*

*(o) The Contractor is responsible for any costs of meeting its obligations under this clause 18.20.*"

1. In clause 24.2(n) of the Conditions of Contract in Part 5, insert "*, 18.20*" between "18.16" and the words "and 21,""

Please acknowledge receipt of this Addendum.

Dated: [##]

Signed:

Tender Administrator on behalf of the Commonwealth

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

**TENDER SCHEDULE L** **Environmentally Sustainable Procurement**

The Tenderer's attention is drawn to clause 30 of the Tender Conditions. The Tenderer should also note the evaluation criteria under clause 4(a)(x) of the Tender Conditions.

The Tenderer is requested to complete and lodge item A of this Tender Schedule L – Environmentally Sustainable Procurement, which includes providing details of its practices regarding promoting environmental sustainability.

The Tenderer is requested to note the Declaration of Compliance in the form set out in item B below, which will be made by the Tenderer when it executes the Tender Form in Part 3.

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 C 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)(iv) of the Tender Conditions.**

**A PRACTICES REGARDING PROMOTING ENVIRONMENTAL SUSTAINABILITY**

The Tenderer is requested to provide details of its practices regarding promoting environmental sustainability in relation to the Contractor's Activities and the Works, including having regard to:

* + 1. energy efficiency;
		2. reducing environmental and climate change impact;
		3. circularity of goods and services and the use of recycled products; and
		4. the Sustainable Procurement Guide (as published by the Department of Climate Change, Energy, the Environment and Water):

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**B DECLARATION OF COMPLIANCE**

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 Commonwealth before entering into any Contract;
		2. comply with the agreed final Supplier Environmental Sustainability Plan under any Contract entered into with the Commonwealth;
		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 Commonwealth a completed ESP Policy Reporting Template once every six months for the duration of the Contract.

**C SUPPLIER ENVIRONMENTAL SUSTAINABILITY PLAN**

The Tenderer's attention is drawn to:

* + 1. clause 18.20 of the Conditions of Contract and the definition of "Supplier Environmental Sustainability Plan" in clause 24.1 of the Conditions of Contract in Part 5; and
		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 response to this Tender Schedule L – Environmentally Sustainable Procurement should include:

* + 1. how the Tenderer will optimise environmental sustainability in the carrying out of the Contractor's Activities and the Works, referencing 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 Contractor's Activities; and
		3. the Tenderer's corporate sustainability performance – that is, how does the Tenderer address environmental sustainability impacts associated with its business.