

ATM ID: *[INSERT]*

PROJECT NO: *[INSERT]*

PROJECT NAME: *[INSERT]*

TENDER DOCUMENTS

DESIGN SERVICES CONTRACT (DSC-1 2021)

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 (OVER ALL PHASES (IF ANY)) 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 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 3.1(b) of the Tender Conditions in Part 1, **insert** a new subparagraph (v) as follows:

"*(v) the Tenderer must complete and lodge Tender Schedule K - Environmentally Sustainable Procurement Policy; and*"

1. In clause 3.4(b)(ii) of the Tender Conditions in Part 1, **insert** a new subsubparagraph K. as follows:

"*K. Tender Schedule K - Environmentally Sustainable Procurement Policy;*"

**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]***

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| --- | --- |
| **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 Commonwealth is seeking is outlined in Tender Schedule K - Environmentally Sustainable Procurement Policy). |

1. Amend the Tender Particular for Part 1, clause 29 "Special conditions of Tender" 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 "SPECIAL CONDITIONS OF TENDER" TENDER PARTICULAR IS POPULATED WITH "NONE STATED". IF THE TENDER PARTICULAR HAS OTHER "SPECIAL CONDITIONS OF TENDER", THE ADDENDUM SHOULD BE AMENDED TO RETAIN THESE]***

|  |  |
| --- | --- |
| **Special conditions of Tender:** (Part 1, clause 29) | ~~None stated.~~   1. **Environmentally Sustainable Procurement Policy**   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.  As part of its Tender, the Tenderer must complete and lodge Tender Schedule K - Environmentally Sustainable Procurement Policy. The Tenderer should note that this is a **minimum form and content requirement** for its Tender under clause 3.1(b)(v) of the Tender Conditions.  The successful Tenderer's Supplier Environmental Sustainability Plan will be attached to any Contract for the Services, and the successful Tenderer will be required to comply with and report against the Supplier Environmental Sustainability Plan during the term of the Contract.  The Supplier Environmental Sustainability Plan requires that certain information about the procurement and the delivery of any Contract be reported to the Commonwealth to enable the Commonwealth to evaluate the environmental sustainability progress and outcomes of the procurement, and assess and report on environmental sustainability.  For the purposes of the Tender Conditions and the other Tender Documents, **Supplier Environmental Sustainability Plan** means the template Supplier Environmental Sustainability Plan set out in Tender Schedule K - Environmentally Sustainable Procurement Policy. |

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

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

**Amendment to Annexure 2 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. **Reporting Template** means the reporting template provided in the Supplier Environmental Sustainability Plan including as updated by the Commonwealth from time to time;
       4. **Supplier Environmental Sustainability Plan** means the Supplier Environmental Sustainability Plan in Attachment [##] to the Special Conditions; and
       5. **Sustainability Information** means any information contained in the Supplier Environmental Sustainability Plan or a report submitted by the Consultant under paragraph (g).
    2. The Consultant must, as applicable to the Services in each of the Planning Phase and the Delivery Phase, comply with the Supplier Environmental Sustainability Plan and maintain evidence of its compliance with that plan.
    3. The Consultant must, on request, provide:
       1. a copy of the Supplier Environmental Sustainability Plan; and
       2. evidence of its compliance with that plan,

to the Contract Administrator or the Commonwealth agency responsible for administering the Environmentally Sustainable Procurement Policy (at the Award Date, the Department of Climate Change, Energy, the Environment and Water) within 7 days of a request by any of them.

* + 1. The Commonwealth and the Consultant agree their representatives will meet periodically and no fewer than once every six months during the term of the Contract, to identify any risks or other issues related to the Consultant’s compliance with the Supplier Environmental Sustainability Plan or reporting obligations under paragraph (c).
    2. If the Consultant becomes aware that it may be unable to comply with the Supplier Environmental Sustainability Plan or its reporting obligations under paragraph (c), the Consultant agrees to notify the Contract Administrator as soon as possible in writing, which must be no later than 7 days after becoming aware.
    3. 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 or prevent any failure.
    4. The Consultant must submit a report to the Contract Administrator in the form of a completed Reporting Template:
       1. at least once every six months during the term of the Contract;
       2. within 7 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.
    5. The Consultant agrees the Commonwealth may update the Reporting Template from time to time, and that the Consultant will use the latest version of any Reporting Template.
    6. 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) within 14 days of the request.
    7. Where the Contract Administrator considers that a report submitted under paragraph (g) does not contain the information or details requested in the Reporting Template, the Contract Administrator may by written notice to the Consultant reject the report. Where the Contract Administrator rejects the report, the Contract Administrator will provide the Consultant with reasons for the rejection.
    8. Where the Contract Administrator has rejected a report under paragraph (j), the Consultant must provide the Contract Administrator with a report amended to address the reasons advised by the Contract Administrator and that otherwise provides the information and details requested in the Reporting Template within 7 days of the date the notice is issued under paragraph (j). This clause will apply to any re-submitted report.
    9. The Consultant acknowledges and agrees:
       1. that the reports it submits under paragraph (g) will be recorded in a central database;
       2. that the Commonwealth as represented by the Department of Defence or the Contract Administrator will provide the Supplier Environmental Sustainability Plan and the reports the Consultant submits under paragraph (g) to the Commonwealth agency responsible for administering the Environmentally Sustainable Procurement Policy;
       3. to the Commonwealth as represented by the Department of Defence or any other Commonwealth agency:
          1. using or collating the Sustainability Information with other information;
          2. publishing the Sustainability Information; and
          3. using the Sustainability Information for meeting the objectives of the Environmentally Sustainable Procurement Policy, program evaluation and monitoring, policy research, evaluation and development and as may otherwise be authorised or required by law; and
       4. that the Commonwealth or the Contract Administrator may do anything that is described in this paragraph (l) following the expiration or earlier termination of the Contract.
    10. The performance of the Consultant of its obligations under this clause [##] will be at no additional cost to the Commonwealth.

***[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. The Reporting Template available at https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit#daff-page-mainmust also be inserted as part of the Supplier Environmental Sustainability Plan]

Please acknowledge receipt of this Addendum.

Dated: [##]

Signed:

Tender Administrator on behalf of the Commonwealth

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

**Tender Schedule K**

**ENVIRONMENTALly SUSTAINABLE PROCUREMENT POLICY**

The Tenderer's attention is drawn to paragraph 1 of the Tender Particular for Part 1, clause 29 of the Tender Conditions. 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 K - Environmentally Sustainable Procurement Policy, which includes providing a Supplier Environmental Sustainability Plan in the form and containing the content set out below.

**The Tenderer should note that this is a minimum form and content requirement for its Tender under clause 3.1(b)(v) of the Tender Conditions.** If the Tenderer wishes to lodge its Tender on a Joint Bid Basis, it must complete and lodge the information in this Tender Schedule K - Environmentally Sustainable Procurement Policy for each joint bid party (as applicable).

**Supplier Environmental Sustainability Plan**

The Tenderer's attention is drawn to the definition of "Supplier Environmental Sustainability Plan" in clause [##] of the Special Conditions in Part 5.

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

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

The Tenderer is referred to the Commonwealth's guidance in respect of the Supplier Environmental Sustainability Plan available at: https://www.dcceew.gov.au/sites/default/files/documents/sesp-optionbii-base-metrics-construction-2024.pdf.

The Tenderer is also referred to the 'Reporting Template' available at: https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit#daff-page-main, which will form part of the successful Tenderer's Supplier Environmental Sustainability Plan.

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

1. **Corporate Environmental Sustainability Performance**

In 500 words or less, detail the actions the Tenderer is taking to minimise its environmental impact including any accreditations/certifications, environmental management systems, policies and/or processes as applicable:

[**INSERT DETAILS**].

1. **Design**
   * 1. In 250 words or less, detail the Tenderer's previous experience in designing for optimal environmental sustainability outcomes in previous similar projects, with reference to the Environmental Sustainability Principles. If applicable, detail how the Tenderer's design contributed to obtaining a rating or certification and what rating or certification was obtained:

[**INSERT DETAILS**].

* + 1. In 500 words or less, detail how the Tenderer will embed environmental sustainability into the design of the Project, including positioning the Project to optimise environmentally sustainable outcomes with reference to the Environmental Sustainability Principles:

[**INSERT DETAILS**].

1. **Innovation**
   * + 1. In 250 words or less, detail the Tenderer's previous experience in identifying and delivering innovation in previous similar projects that has led to improved environmental sustainability outcomes:

[**INSERT DETAILS**].

* + - 1. The Tenderer is requested to identify **at least** **one** innovation opportunity and demonstrate how the Tenderer will work with the Commonwealth to continually improve environmental sustainability over the term of the Contract, in the table format below:

Note: innovation categories include:

1. innovative **design** e.g. minimisation of materials by designing out waste, or using less materials; or designing for improved durability, modularity or disassembly;
2. innovative **products** e.g. using products that have been refurbished;
3. innovative **materials** e.g. more environmentally friendly or safe materials or innovative ways to reuse materials as part of the project; and
4. innovative **processes** e.g. technology that will add value to the project.

|  | **[INNOVATION CATEGORY]** | **[ETC]** |
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| **IN 250 WORDS OR LESS, PROVIDE A DESCRIPTION OF THE ISSUE THAT WOULD BE ADDRESSED BY THE PROPOSED INNOVATION** |  |  |
| **IN 250 WORDS OR LESS, DETAIL HOW THE TENDERER WILL WORK WITH THE ENTITY TO CONTINUALLY IMPROVE THE ENVIRONMENTAL SUSTAINABILITY OVER THE CONTRACT TERM** |  |  |
| **IN 250 WORDS OR LESS, DETAIL HOW THE TENDERER WILL EVIDENCE AND REPORT ON YOUR INNOVATION OVER THE CONTRACT TERM** |  |  |