

ATM ID: *[INSERT]*

PROJECT NO: *[INSERT]*

PROJECT NAME: *[INSERT]*

TENDER DOCUMENTS

MANAGING CONTRACTOR CONTRACT (MCC-1 2021)

ADDENDUM NO. [##]

***[NOTE TO DEFENCE/TENDER ADMINISTRATOR (TO BE DELETED PRIOR TO THIS ADDENDUM BEING ISSUED): EACH OF THE AMENDMENTS SET OUT IN THIS ADDENDUM ARE REQUIRED BY COMMONWEALTH POLICY AND ACCORDINGLY MUST BE INCLUDED IN ALL PROCUREMENTS FROM 1 JULY 2024.***

***FOR THE PURPOSES OF THE AUSTRALIAN SKILLS GUARANTEE PROCUREMENT CONNECTED POLICY, THIS ADDENDUM ASSUMES THERE ARE NO LABOUR HOURS TO BE CARRIED OUT OVERSEAS.***

***THIS ADDENDUM INCLUDES GUIDANCE NOTES, PLACEHOLDERS AND "OPTIONS" 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 N - Environmentally Sustainable Procurement Policy; and*"

1. In clause 3.4(b)(ii) of the Tender Conditions in Part 1, **insert** new subsubparagraphs M. and N. as follows:

"*M. Tender Schedule M - Australian Skills Guarantee; and*

*N. Tender Schedule N - 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]***

|  |  |
| --- | --- |
| **Additional Evaluation Criteria:**(Part 1, clause 4(b)) | ~~None stated.~~1. ***[MAJOR CONSTRUCTION PROJECT OPTION - INSERT THE FOLLOWING AND DELETE THE "FLAGSHIP CONSTRUCTION PROJECT" OPTION BELOW IF THE PROJECT IS VALUED BETWEEN $10 MILLION AND $100 MILLION (GST INCLUSIVE):*** Australian Skills Guarantee Procurement Connected 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:
	1. that its past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy (if any) is satisfactory; and
	2. that, in the Delivery Phase, it will meet the Skills Guarantee Targets,

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 M - Australian Skills Guarantee).***]***1. ***[FLAGSHIP CONSTRUCTION PROJECT OPTION - INSERT THE FOLLOWING AND DELETE THE "MAJOR CONSTRUCTION PROJECT" OPTION ABOVE IF THE PROJECT IS VALUED AT OR ABOVE $100 MILLION (GST INCLUSIVE):*** Australian Skills Guarantee Procurement Connected 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:1. that its past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy (if any) is satisfactory; and
2. that, in the Delivery Phase, it will:
	* 1. meet or exceed the Skills Guarantee Targets set out in its Tender, as required by the Australian Skills Guarantee Procurement Connected Policy; and
		2. comply with its Gender Equality Action Plan in the performance of the Contractor's Activities,

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 M - Australian Skills Guarantee).***]***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 Contractor's Activities 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 N - Environmentally Sustainable Procurement Policy). |

1. Amend the Tender Particular for Part 1, clause 30 "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 30) | ~~None stated.~~1. ***[MAJOR CONSTRUCTION PROJECT OPTION - INSERT THE FOLLOWING AND DELETE THE "FLAGSHIP CONSTRUCTION PROJECT" OPTION BELOW IF THE PROJECT IS VALUED BETWEEN $10 MILLION AND $100 MILLION (GST INCLUSIVE):* Australian Skills Guarantee - Major Construction Project ($10 million to $100 million)**

Without limiting clause 2.1(a) of the Tender Conditions, for the purposes of the Tender Conditions and Tender Schedule M - Australian Skills Guarantee, capitalised terms not otherwise defined in the Tender Conditions or clause 1.1 of the Conditions of Contract have the meanings assigned to them in clause [##] of the Special Conditions of Contract in Part 5. The Tenderer's attention is drawn to the Australian Skills Guarantee Procurement Connected Policy. The Australian Skills Guarantee Procurement Connected Policy aims to address gender segregation and acute skills shortages by introducing the Skills Guarantee Targets.The Project is a "Major Construction Project" for the purposes of the Australian Skills Guarantee Procurement Connected Policy.As part of its Tender, the Tenderer is requested to complete and lodge Tender Schedule M - Australian Skills Guarantee.***]***1. ***[FLAGSHIP CONSTRUCTION PROJECT OPTION - INSERT THE FOLLOWING AND DELETE THE "MAJOR CONSTRUCTION PROJECT" OPTION ABOVE IF THE PROJECT IS VALUED AT OR ABOVE $100 MILLION (GST INCLUSIVE):* Australian Skills Guarantee - Flagship Construction Project (over $100 million)**Without limiting clause 2.1(a) of the Tender Conditions, for the purposes of the Tender Conditions and Tender Schedule M - Australian Skills Guarantee, capitalised terms not otherwise defined in the Tender Conditions or clause 1.1 of the Conditions of Contract have the meanings assigned to them in clause [##] of the Special Conditions of Contract in Part 5. The Tenderer's attention is drawn to the Australian Skills Guarantee Procurement Connected Policy. The Australian Skills Guarantee Procurement Connected Policy aims to address gender segregation and acute skills shortages by introducing the Skills Guarantee Targets.The Project is a "Flagship Construction Project" for the purposes of the Australian Skills Guarantee Procurement Connected Policy.As part of its Tender, the Tenderer is requested to complete and lodge Tender Schedule M - Australian Skills Guarantee.***]***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 N - 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 Contractor's Activities and the Works, 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 N - Environmentally Sustainable Procurement Policy. |

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

1. **Insert** a new Tender Schedule M - Australian Skills Guarantee as set out in Attachment 1 to this Addendum No. [##].
2. **Insert** a new Tender Schedule N - Environmentally Sustainable Procurement Policy as set out in Attachment 2 to this Addendum No. [##].

**Amendments 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:

***[##] AUSTRALIAN SKILLS GUARANTEE***

* + 1. ***[INSERT THIS PARAGRAPH ONLY WHERE THE PROJECT IS A "FLAGSHIP CONSTRUCTION PROJECT" (VALUED AT OR ABOVE $100 MILLION (GST INCLUSIVE)), OTHERWISE MARK IT “NOT USED”:*** For the purposes of clause 6.2(g)(iii) of the Conditions of Contract, the Contractor must undertake genuine and good faith negotiations with the Commonwealth to reach agreement, in the Commonwealth's absolute discretion, as to any adjustment to the ‘flagship construction project targets’ referred to in the definition of each of the:
			1. Overarching Apprentice Target for Women; and
			2. Trade-specific Apprentice Target for Women,

which in any event must not be lower than the corresponding ‘major construction project target’ set out in the definition of each such term in paragraph (b).***]***

* + 1. For the purposes of this clause [##]:
			1. **Apprentice** means a person who is:
				1. employed under a legally binding agreement between an employer and that person administered under State or Territory legislation;
				2. undertaking paid work and structured training which comprises both on and off the job training;
				3. undertaking a negotiated training program that involves obtaining a nationally recognised qualification; and
				4. either directly employed by the Contractor or its subcontractors, or indirectly employed through a group training organisation to work on the Contractor's Activities or the Works;
			2. **Australian Skills Guarantee Procurement Connected Policy** means the Australian Skills Guarantee Procurement Connected Policy available at https://www.dewr.gov.au/australian-skills-guarantee, as amended from time to time;
			3. **Gender Equality Action Plan** means the plan (if any) set out in Attachment [##] to the Special Conditions;
			4. **Labour Hours** means the number of hours a Worker worked on the Contractor's Activities or the Works, which may include:
				1. hours worked on-Site;
				2. hours worked off-Site that deliver inputs to the Contractors Activities or the Works; and
				3. formal off-Site training and education,

provided that in circumstances where off-Site hours are to be split between multiple projects, the sum of the reported hours must not be greater than the total hours the person worked off-Site;

* + - 1. **Overarching Apprentice Target** means the minimum of 10% of all Labour Hours spent on the Contractor's Activities that must be undertaken by Apprentices;
			2. **Overarching Apprentice Target for Women** means the minimum target specified in the table below of all Apprentice Labour Hours that must be undertaken by Women during the relevant contract period:

|  |  |  |
| --- | --- | --- |
| **Contract period** | **Major Construction Project Targets**  | ***[IF THE PROJECT IS A MAJOR CONSTRUCTION PROJECT, DELETE THIS COLUMN]* Flagship Construction Project Targets** |
| 1 July 2024 to 30 June 2025 | 6% | [To be inserted following selection of successful Tenderer] |
| 1 July 2025 to 30 June 2026 | 7% | [To be inserted following selection of successful Tenderer] |
| 1 July 2026 to 30 June 2027 | 8% | [To be inserted following selection of successful Tenderer] |
| 1 July 2027 to 30 June 2028 | 9% | [To be inserted following selection of successful Tenderer] |
| 1 July 2028 to 30 June 2029 | 10% | [To be inserted following selection of successful Tenderer] |
| 1 July 2029 to 30 June 2030 | 11% | [To be inserted following selection of successful Tenderer] |
| 1 July 2030 onwards | 12% | [To be inserted following selection of successful Tenderer] |

* + - 1. **Skills Guarantee Information** means Skills Guarantee Reports or other documents or information provided by the Contractor in connection with its obligations under paragraphs (d) to (h);
			2. **Skills Guarantee Report** means a report submitted by the Contractor to the Commonwealth on its performance against the Skills Guarantee Targets;
			3. **Skills Guarantee Reporting Worksheet** means the worksheet as provided to the Contractor by the Contract Administrator;
			4. **Skills Guarantee Targets** means:
				1. Overarching Apprentice Target;
				2. Overarching Apprentice Target for Women; and
				3. Trade-specific Apprentice Target for Women;
			5. **Trade-specific Apprentice Target for Women** means the minimum target specified in the table below of all Apprentice Labour Hours that must be undertaken by Trade Apprentices who are Women during the relevant contract period:

|  |  |  |
| --- | --- | --- |
| **Contract period** | **Major Construction Project Targets**  | ***[IF THE PROJECT IS A MAJOR CONSTRUCTION PROJECT, DELETE THIS COLUMN]* Flagship Construction Project Targets** |
| 1 July 2024 to 30 June 2025 | 4% | [To be inserted following selection of successful Tenderer] |
| 1 July 2025 to 30 June 2026 | 5% | [To be inserted following selection of successful Tenderer] |
| 1 July 2026 to 30 June 2027 | 6% | [To be inserted following selection of successful Tenderer] |
| 1 July 2027 to 30 June 2028 | 7% | [To be inserted following selection of successful Tenderer] |
| 1 July 2028 to 30 June 2029 | 8% | [To be inserted following selection of successful Tenderer] |
| 1 July 2029 to 30 June 2030 | 9% | [To be inserted following selection of successful Tenderer] |
| 1 July 2030 onwards | 10% | [To be inserted following selection of successful Tenderer] |

* + - 1. **Trade Apprentice** means a person who:
				1. is classified as an Apprentice; and
				2. works in a role that is classified as a trade (being sub-major occupations that are classified as "Technician and Trade Workers" using the Australian and New Zealand Standard Classification of Occupations);
			2. **Woman** means a person who, regardless of their sex assigned at birth, identifies as a woman irrespective of age; and
			3. **Worker** means a person who is paid to work for an organisation for more than one hour in a week.
		1. The following paragraphs in this clause [##] apply only in the Delivery Phase (if any).
		2. The Contractor must meet the Skills Guarantee Targets in its performance of the Contractor's Activities as calculated in accordance with the Australian Skills Guarantee Procurement Connected Policy.
		3. Paragraph (d) does not limit and must not be construed as limiting the Contractor's responsibility to perform the Contractor's Activities in accordance with and otherwise comply with the requirements of the Contract.
		4. The Contractor must submit a Skills Guarantee Report in accordance with the requirements of the Australian Skills Guarantee Procurement Connected Policy.
		5. Without limiting paragraph (f), a Skills Guarantee Report must be submitted:
			1. within 14 days after the end of each quarter until the end of the last Defects Liability Period, reporting on performance against the Skills Guarantee Targets during the preceding quarter;
			2. within 14 days after the end of each financial year until the end of the last Defects Liability Period, reporting on performance against the Skills Guarantee Targets during the preceding financial year;
			3. within 14 days after the end of the last Defects Liability Period, reporting on performance against the Skills Guarantee Targets during the term of the Contract; and
			4. using the Skills Guarantee Reporting Worksheet.
		6. If the Contractor did not meet one or more of the Skills Guarantee Targets during the relevant reporting period, the Contractor must include details of the non-compliance in the relevant Skills Guarantee Report.
		7. The Contractor consents to the Commonwealth as represented by the Department of Defence and the Contract Administrator using and providing a copy of Skills Guarantee Information to the Department of Employment and Workplace Relations for the purposes of:
			1. meeting the objectives and requirements of the Australian Skills Guarantee Procurement Connected Policy;
			2. evaluation and monitoring;
			3. policy research and development; and
			4. administration of the Australian Skills Guarantee Procurement Connected Policy.
		8. The Contractor acknowledges that Skills Guarantee Information may also be used and disclosed as may be otherwise authorised or required by law.
		9. By submitting Skills Guarantee Information to the Commonwealth, which includes personal information of Apprentices within the meaning of Privacy Act, the Contractor warrants and represents that:
			1. it has made its Apprentices aware that their personal information will be collected by the Contractor, and disclosed to the Commonwealth (as represented by the Department of Defence), the Contract Administrator and the Department of Employment and Workplace Relations for use in the manner contemplated in paragraphs (i) to (l) and as set out in more detail at https://www.dewr.gov.au/australian-skills-guarantee/resources/australian-skills-guarantee-privacy-notice; and
			2. it has obtained all necessary consents from its Apprentices in accordance with relevant privacy laws to the collection, use and disclosure of their personal information in the manner contemplated by paragraphs (i) to (l). The Contractor will provide evidence of such consents to the Contract Administrator on request.
		10. The Contractor agrees that high level aggregated data on the Contractor's performance against the Skills Guarantee Targets may be recorded in a central repository that is able to be accessed by Commonwealth entities for the purposes of evaluation of an offer by the Contractor to provide goods and/or services to a Commonwealth entity.
		11. If the Contract Administrator or the Commonwealth considers, in its absolute discretion at any time during the term of the Contract, that it has concerns in relation to the Contractor's ability to meet the Skills Guarantee Targets, the Contract Administrator may direct the Contractor to provide additional information and implement strategies to ensure it meets the Skills Guarantee Targets.
		12. The Contractor must comply with all reasonable directions issued by the Contract Administrator under paragraph (m).
		13. ***[INSERT THE FOLLOWING PARAGRAPHS ONLY WHERE THE PROJECT IS A "FLAGSHIP CONSTRUCTION PROJECT" (VALUED AT OR ABOVE $100 MILLION (GST INCLUSIVE)):*** Without limiting paragraph (d), the Contractor must comply with the Gender Equality Action Plan.
		14. The Gender Equality Action Plan must not be construed as limiting the Contractor's responsibility to perform the Contractor's Activities in accordance with, and otherwise comply with, the requirements of the Contract.
		15. Without limiting paragraphs (f) to (h), the Contractor must, in its Skills Guarantee Reports, report to the Commonwealth on its compliance with the Gender Equality Action Plan, in accordance with the requirements of the Australian Skills Guarantee Procurement Connected Policy.***]***

***[INSERT THE FOLLOWING ONLY WHERE THE PROJECT IS A "FLAGSHIP CONSTRUCTION PROJECT" (VALUED AT OR ABOVE $100 MILLION (GST INCLUSIVE)). THE GENDER EQUALITY ACTION PLAN OF THE SUCCESSFUL TENDERER MUST BE ATTACHED TO THE CONTRACT:***

**Attachment [##] to the Special Conditions – Gender Equality Action Plan**

[To be inserted following selection of the successful Tenderer]***]***

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 Contractor under paragraph (g).
		2. The Contractor must, as applicable to the Contractor’s Activities 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 Contractor 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 Contractor 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 Contractor's compliance with the Supplier Environmental Sustainability Plan or reporting obligations under paragraph (c).
		2. If the Contractor becomes aware that it may be unable to comply with the Supplier Environmental Sustainability Plan or its reporting obligations under paragraph (c), the Contractor 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 Contractor under paragraph (e) must include:
			1. details of how the Contractor has not complied, or anticipates it will not comply, with the Supplier Environmental Sustainability Plan or its reporting obligations;
			2. reasons explaining the Contractor'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 Contractor proposes to take to mitigate or prevent any failure.
		4. The Contractor 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; and
			3. at any other time during the term of the Contract as reasonably requested by the Contract Administrator.
		5. The Contractor agrees the Commonwealth may update the Reporting Template from time to time, and that the Contractor will use the latest version of any Reporting Template.
		6. 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 (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 Contractor reject the report. Where the Contract Administrator rejects the report, the Contract Administrator will provide the Contractor with reasons for the rejection.
		8. Where the Contract Administrator has rejected a report under paragraph (j), the Contractor 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 Contractor 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 Contractor 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 Contractor 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 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 Commonwealth

**Attachment 1 - Tender Schedule M - Australian Skills Guarantee**

**Tender Schedule M**

**Australian Skills Guarantee**

The Tenderer's attention is drawn to paragraph 1 of the Tender Particular for Part 1, clause 30 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 is requested to complete and lodge Tender Schedule M - Australian Skills Guarantee, which includes:

* + 1. signing a declaration in the form set out in item A below;
		2. providing details of its proposed targets in respect of Labour Hours for the Project in item B below; and
		3. ***[INSERT THE FOLLOWING IF THE PROJECT IS A FLAGSHIP CONSTRUCTION PROJECT. IF THE PROJECT IS A MAJOR CONSTRUCTION PROJECT, DELETE AND INSERT THE WORDS "NOT USED":*** submitting a Gender Equality Action Plan that addresses the requirements of the Australian Skills Guarantee Procurement Connected Policy in item C below***]***.

If the Tenderer wishes to lodge its Tender on a Joint Bid Basis, it must complete and lodge the information in this Tender Schedule M - Australian Skills Guarantee for each joint bid party (as applicable).

**A DECLARATION OF COMPLIANCE**

**Declaration of Compliance with the Australian Skills Guarantee Procurement Policy**

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

The Tenderer declares the following:

1. ***[INSERT THE FOLLOWING AND DELETE PARAGRAPH 2 IF THE PROJECT IS A MAJOR CONSTRUCTION PROJECT]*** the Tenderer will be able to meet the relevant proposed targets as set out by it in this Tender Schedule M - Australian Skills Guarantee in the Delivery Phase if it is the successful Tenderer, as required by the Australian Skills Guarantee Procurement Connected Policy.
2. ***[INSERT THE FOLLOWING AND DELETE PARAGRAPH 1 IF THE PROJECT IS A FLAGSHIP CONSTRUCTION PROJECT]*** the Tenderer:
	* + 1. will be able to meet or exceed the targets set out by it in this Tender Schedule M - Australian Skills Guarantee; and
			2. will comply with its Gender Equality Action Plan,

in the Delivery Phase if it is the successful Tenderer, as required by the Australian Skills Guarantee Procurement Connected Policy.

**[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 SKILLS GUARANTEE TARGETS**

The Tenderer must provide the following details of its understanding of the Contractor's Activities in the Delivery Phase and its proposed approach to engagement with Apprentices (including Apprentices who are Women) in the carrying out of the Contractor's Activities in the Delivery Phase:

* + 1. ***[INSERT THE FOLLOWING PARAGRAPHS (A) TO (D) IF THE PROJECT IS A MAJOR CONSTRUCTION PROJECT, OTHERWISE DELETE:*** the total estimated Labour Hours that will be required for the Tenderer to achieve Completion of the Works if it is the successful Tenderer are:

**[INSERT DETAILS]**;

* + 1. the percentage of Labour Hours to be undertaken by Apprentices is:

**[INSERT DETAILS]**;

* + 1. the percentage of Apprentice Labour Hours to be undertaken by Apprentices who are Women (including annual increases for multi-year projects as required by the Australian Skills Guarantee Procurement Connected Policy) is:

**[INSERT DETAILS]**; and

* + 1. the percentage of Apprentice Labour Hours to be undertaken by Trade Apprentices who are Women (including annual increases for multi-year projects as required by the Australian Skills Guarantee Procurement Connected Policy) is:

**[INSERT DETAILS]**.***]***

* + 1. ***[INSERT THE FOLLOWING PARAGRAPHS (A) TO (D) IF THE PROJECT IS A FLAGSHIP CONSTRUCTION PROJECT, OTHERWISE DELETE:*** the total estimated Labour Hours that will be required for the Tenderer to achieve Completion of the Works if it is the successful Tenderer are:

**[INSERT DETAILS]**;

* + 1. the percentage of Labour Hours to be undertaken by Apprentices is:

**[INSERT DETAILS]**;

* + 1. the percentage of Apprentice Labour Hours to be undertaken by Apprentices who are Women in each financial year of the Project (including annual increases for multi-year projects as required by the Australian Skills Guarantee Procurement Connected Policy), which should be higher than the equivalent Overarching Apprentice Target for Women and Trade-specific Apprentice Target for Women for Major Construction Projects is:

**[INSERT DETAILS]**; and

* + 1. the percentage of Apprentice Labour Hours to be undertaken by Trade Apprentices who are Women in each financial year of the Project (including annual increases for multi-year projects as required by the Australian Skills Guarantee Procurement Connected Policy), which should be higher than the equivalent Overarching Apprentice Target for Women and Trade-specific Apprentice Target for Women for Major Construction Projects is:

**[INSERT DETAILS]**.***]***

**C GENDER EQUALITY ACTION PLAN**

***[IF THE PROJECT IS A MAJOR CONSTRUCTION PROJECT, DELETE THIS ITEM C. IF THE PROJECT IS A FLAGSHIP CONSTRUCTION PROJECT, RETAIN THIS ITEM C]***

The Tenderer's attention is drawn to the definition of "Gender Equality Action Plan" in clause [##]of the Special Conditions in Part 5.

The Tenderer is requested to provide a Gender Equality Action Plan with which it must comply in the Delivery Phase in this item C.

The Tenderer should note that a suggested format for the Gender Equality Action Plan is set out at https://www.dewr.gov.au/resources/australian-skills-guarantee.

**Attachment 2 - Tender Schedule N - Environmentally Sustainable Procurement Policy**

**Tender Schedule N**

**ENVIRONMENTALly SUSTAINABLE PROCUREMENT POLICY**

The Tenderer's attention is drawn to paragraph 2 of the Tender Particular for Part 1, clause 30 of the Tender Conditions. The Tenderer should also note the evaluation criteria under paragraph 2 of the Tender Particular for Part 1, clause 4(b) of the Tender Conditions.

The Tenderer must complete and lodge Tender Schedule N - 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 N - 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 N - 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 Contractor's Activities and 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 Contractor's Activities.

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.

**[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. **Climate**
	* 1. In the 'Reporting Template' available at https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit#daff-page-main, the Tenderer is requested to provide a list of low embodied emissions products and/or materials proposed for use under the Contract.

The Tenderer should download the 'Reporting Template' and incorporate their response to this paragraph 3(a) in such format at Attachment 1 to this Tender Schedule N - Environmentally Sustainable Procurement Policy.

* + 1. In 500 words or less, detail how the Tenderer proposes to identify opportunities and prioritise the use of low embodied emissions products and/or materials in the delivery of the Contract to the maximum extent possible without compromising quality, safety, and/or capability:

[**INSERT DETAILS**].

* + 1. The Tenderer is requested to identify, by ticking the relevant box or boxes below, whether it proposes to deliver on the additional climate principles:

**❑** Optimise energy efficiency

**❑** Minimise greenhouse gas emissions

If the Tenderer has ticked any box or boxes above, in 500 words or less detail how the Tenderer will deliver on these principles during the Contract:

[**INSERT DETAILS**].

1. **Environment**
	* + 1. In 500 words or less, detail how the Tenderer will minimise or avoid waste to landfill over the term of the Contract, including how the Tenderer will increase the level of resource recovery or extend the useful life of material through recycling, reuse, repurposing or other activities:

[**INSERT DETAILS**].

* + - 1. The Tenderer is requested to identify, by ticking the relevant box or boxes below, whether it proposes to deliver on the additional environment principles:

**❑** Optimise water efficiency

**❑** Use safe and renewable inputs

**❑** Safely use and dispose of chemicals

If the Tenderer has ticked any box or boxes above, in 500 words or less detail how the Tenderer will deliver on these principles during the Contract:

[**INSERT DETAILS**].

1. **Circularity**
	* + 1. In the 'Reporting Template' available at https://www.dcceew.gov.au/environment/protection/waste/sustainable-procurement/toolkit#daff-page-main, the Tenderer is requested to provide a list of products and/or materials containing recycled content proposed for use under the Contract, including the proportion of recycled content used in each product or material.

The Tenderer should download the 'Reporting Template' and incorporate their response to this paragraph 5(a) in such format at Attachment 1 to this Tender Schedule N - Environmentally Sustainable Procurement Policy.

* + - 1. In 500 words or less, detail how the Tenderer proposes to identify opportunities and prioritise the use of recycled content in the delivery of the Contract to the maximum extent possible without compromising quality, safety and/or capability:

[**INSERT DETAILS**].

* + - 1. The Tenderer is requested to identify, by ticking the relevant box or boxes below, whether it proposes to deliver on the additional circularity principles:

**❑** Buildings and fit-outs use less materials, minimise waste, can be deconstructed and reused, are designed for adaptability and flexibility

❑ Goods are durable, repairable, reusable, and/or recyclable

**❑** Goods have been refurbished or existing goods are reused

**❑** Goods are recycled at the end of useful life

**❑** Goods are returned for resource recovery through a take-back or end of life scheme

**❑** Goods are available for lease, rent or product-as-a-service as an alternative to buying outright

If the Tenderer has ticked any box or boxes above, in 500 words or less detail how the Tenderer will deliver on these principles during the Contract:

[**INSERT DETAILS**].

1. **Explanation for not selecting additional principles**

If the Tenderer did not select any additional climate, energy or circularity principles in paragraphs 3(c), 4(b) and 5(c) above, in 250 words or less the Tenderer is requested to provide an explanation:

[**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]** |
| --- | --- | --- |
| **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** |  |  |

**Attachment 1 to Tender Schedule N - Environmentally Sustainable Procurement Policy**

**[THE TENDERER'S RESPONSE TO PARAGRAPHS 3(a) AND 5(a) OF THIS TENDER SCHEDULE N - ENVIRONMENTALLY SUSTAINABLE PROCUREMENT POLICY TO BE INSERTED]**