

ATM ID: *[INSERT]*

PROJECT NO: *[INSERT]*

PROJECT NAME: *[INSERT]*

TENDER DOCUMENTS

Early Contractor Involvement HEAD CONTRACT (INTERNATIONAL)

(ECI HCi-2022)

ADDENDUM NO. [##]

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 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:

***[##] NOTIFICATION OF SIGNIFICANT EVENTS***

***[NOTE TO DEFENCE/TENDER ADMINISTRATOR (TO BE DELETED PRIOR TO THIS ADDENDUM BEING ISSUED): THIS IS A MANDATORY SPECIAL CONDITION TO BE INCLUDED FOR ALL PROCUREMENTS WHICH ADDRESSES THE INTRODUCTION BY THE AUSTRALIAN DEPARTMENT OF FINANCE OF A WHOLE OF GOVERNMENT POLICY IN RELATION TO THE NOTIFICATION OF "SIGNIFICANT EVENTS" BY CONTRACTORS]***

* + 1. For the purposes of this clause [##], **Significant Event** means:
       1. any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Contractor or its officers, employees, agents or subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation; or
       2. any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Contractor or its officers, employees, agents or subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.
    2. The Contractor must immediately issue the Contract Administrator a notice on becoming aware of a Significant Event.
    3. The notice issued under paragraph (b) must provide a summary of the Significant Event, including the date that it occurred and whether any of the Contractor's key people under clause 3.6 of the Conditions of Contract or other personnel engaged in connection with the Contractor's Activities or the Works were involved.
    4. The Contract Administrator may notify the Contractor in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Contractor must issue a notice under paragraph (b) in relation to the event within 3 business days of being notified by the Contract Administrator.
    5. Where reasonably requested by the Contract Administrator, the Contractor must provide the Contract Administrator with any additional information regarding the Significant Event within 3 business days of the request.
    6. If requested by the Contract Administrator, the Contractor must prepare a draft remediation plan and submit that draft plan to the Contract Administrator for approval within 10 business days of the request.
    7. A draft remediation plan prepared by the Contractor under paragraph (f) must include the following information:
       1. how the Contractor will address the Significant Event in the context of the Contractor's Activities and the Works, including confirmation that the implementation of the remediation plan will not in any way impact on the performance of the Contractor's Activities or the Works or compliance by the Contractor with its other obligations under the Contract;
       2. how the Contractor will ensure events similar to the Significant Event do not occur again; and
       3. any other matter reasonably requested by the Contract Administrator.
    8. The Contract Administrator will review the draft remediation plan and either approve the draft remediation plan or provide the Contractor with the details of any changes that are required. The Contractor must make any changes to the draft remediation plan reasonably requested by the Contract Administrator and resubmit the draft remediation plan to the Contract Administrator for approval within 3 business days of the request unless a different timeframe is agreed in writing by the Contract Administrator. This paragraph (h) will apply to any resubmitted draft remediation plan.
    9. Without limiting its other obligations under the Contract, the Contractor must comply with the remediation plan as approved by the Contract Administrator. The Contractor agrees to provide reports and other information about the Contractor's progress in implementing the remediation plan as reasonably requested by the Contract Administrator.
    10. A failure by the Contractor to comply with its obligations under this clause will be a breach of the Contract. The Commonwealth's rights under this clause are in addition to and do not otherwise limit any other rights the Commonwealth may have under the Contract. The performance by the Contractor of its obligations under this clause will be at no additional cost to the Commonwealth.

Please acknowledge receipt of this Addendum.

Dated: [##]

Signed:

Tender Administrator on behalf of the Commonwealth