

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 TO THE TENDER DOCUMENTS SET OUT IN THIS ADDENDUM ARE REQUIRED BY COMMONWEALTH POLICY AND ACCORDINGLY MUST BE INCLUDED IN ALL PROCUREMENTS 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 9(a)(i) of the Tender Conditions in Part 1, insert the words "in writing" after the words "will notify the Tenderer" and before the words "and no debrief".
2. In clause 9(a)(ii)B of the Tender Conditions in Part 1, insert the words "in writing" after the words "will notify the Tenderer" and before the words "if its Tender was unsuccessful".

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

1. In Tender Schedule G - Commonwealth Procurement Rules Compliance, **delete** item (b) in its entirety and **replace** it with the following:

*(b) provide details of its practices regarding promoting environmental sustainability in relation to the Contractor's Activities and the Works, including having regard to:*

*(i) energy efficiency;*

*(ii) reducing environmental and climate change impact;*

*(iii) circularity of goods and services and the use of recycled products;*

*(iv) achieving efficiencies and savings in whole of life costs; and*

*(v) the Sustainable Procurement Guide (as published by the Department of Climate Change, Energy, the Environment and Water):*

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**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:

***[##] COMPLIANCE WITH THE COMMONWEALTH SUPPLIER CODE OF CONDUCT***

* + 1. For the purposes of this clause [##], **Code** means the Commonwealth Supplier Code of Conduct dated 1 July 2024, available at https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct/commonwealth-supplier-code-conduct, as amended from time to time.
    2. The Contractor must comply with, and ensure that its officers, employees, agents and subcontractors comply with, the Code in connection with the performance of the Contract.
    3. The Contractor must:
       1. periodically monitor and assess its, and its officers’, employees’, and agents’ compliance with the Code; and
       2. on request from the Contract Administrator, promptly provide information regarding:
          1. the policies, frameworks, or systems it has established to monitor and assess compliance with the Code; and
          2. the Contractor's compliance with paragraph (b).
    4. The Contractor must immediately notify the Contract Administrator in writing upon becoming aware of any breach of paragraph (b). The notice must include a summary of the breach, the date that the breach occurred and details of the personnel involved.
    5. Where the Contract Administrator identifies a possible breach of paragraph (b), it may notify the Contractor in writing, and the Contractor must, within three days of receiving the notice, either:
       1. where the Contractor considers a breach has not occurred - advise the Contract Administrator that there has not been a breach and provide information supporting that determination; or
       2. where the Contractor considers that a breach has occurred - notify the Contract Administrator under paragraph (d) and otherwise comply with its obligations under this clause [##].
    6. Notwithstanding paragraph (e), the Contract Administrator may notify the Contractor in writing that it considers that the Contractor has breached paragraph (b), in which case the Contractor must notify the Contract Administrator in writing under paragraph (d) and otherwise comply with its obligations under this clause [##].
    7. A failure by the Contractor to comply with its obligations under any part of this clause will be a breach of the Contract.
    8. Nothing in this clause or the Code limits, reduces or derogates from the Contractor's other obligations under 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.
    9. The Contractor acknowledges and agrees that the Commonwealth may take the Contractor's compliance with the Code into account in any registration of interest process, tender process or similar procurement process in connection with any other Commonwealth project.

Please acknowledge receipt of this Addendum.

Dated: [##]

Signed:

Tender Administrator on behalf of the Commonwealth