

ATM ID: *[INSERT]*

PROJECT NO: *[INSERT]*

PROJECT NAME: *[INSERT]*

TENDER DOCUMENTS

PROJECT MANAGEMENT / CONTRACT ADMINISTRATION services CONTRACT (international)

(PMCAI-2023)

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 5 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 CONSULTANTS]***

* + 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 Consultant or its officers, employees, agents or subconsultants 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 Consultant or its officers, employees, agents or subconsultants, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth's reputation.
    2. The Consultant must immediately issue the Commonwealth's Representative 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 Consultant's key people under clause 4.5 of the Terms of Engagement or other personnel engaged in connection with the Services were involved.
    4. The Commonwealth's Representative may notify the Consultant in writing that an event is to be considered a Significant Event for the purposes of this clause, and where this occurs the Consultant must issue a notice under paragraph (b) in relation to the event within 3 business days of being notified by the Commonwealth's Representative.
    5. Where reasonably requested by the Commonwealth's Representative, the Consultant must provide the Commonwealth's Representative with any additional information regarding the Significant Event within 3 business days of the request.
    6. If requested by the Commonwealth's Representative, the Consultant must prepare a draft remediation plan and submit that draft plan to the Commonwealth's Representative for approval within 10 business days of the request.
    7. A draft remediation plan prepared by the Consultant under paragraph (f) must include the following information:
       1. how the Consultant will address the Significant Event in the context of the Services, including confirmation that the implementation of the remediation plan will not in any way impact on the performance of the Services or compliance by the Consultant with its other obligations under the Contract;
       2. how the Consultant will ensure events similar to the Significant Event do not occur again; and
       3. any other matter reasonably requested by the Commonwealth's Representative.
    8. The Commonwealth's Representative will review the draft remediation plan and either approve the draft remediation plan or provide the Consultant with the details of any changes that are required. The Consultant must make any changes to the draft remediation plan reasonably requested by the Commonwealth's Representative and resubmit the draft remediation plan to the Commonwealth's Representative for approval within 3 business days of the request unless a different timeframe is agreed in writing by the Commonwealth's Representative. This paragraph (h) will apply to any resubmitted draft remediation plan.
    9. Without limiting its other obligations under the Contract, the Consultant must comply with the remediation plan as approved by the Commonwealth's Representative. The Consultant agrees to provide reports and other information about the Consultant's progress in implementing the remediation plan as reasonably requested by the Commonwealth's Representative.
    10. A failure by the Consultant 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 Consultant 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