

COMMONWEALTH OF AUSTRALIA

DEPARTMENT OF DEFENCE

ATM ID: *[INSERT]*

tender NO: *[INSERT]*

PROJECT NAME: *[INSERT]*

TENDER DOCUMENTS

short form consultancy agreement (AUSTRALIA)

ADDENDUM NO. [##]

***[NOTE TO DEFENCE/CONTRACT ADMINISTRATOR (TO BE DELETED PRIOR TO THIS ADDENDUM BEING ISSUED): THE AMENDMENT TO THE TENDER DOCUMENTS SET OUT IN THIS ADDENDUM IS 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 TO CAREFULLY REVIEW AND UPDATE AS APPROPRIATE. SEEK LEGAL ADVICE IF REQUIRED]***

To: All Tenderers

You are advised of the following amendment to the Tender Documents:

1. ***[NOTE TO DEFENCE/CONTRACT ADMINISTRATOR (TO BE DELETED PRIOR TO THIS ADDENDUM BEING ISSUED): THIS NEW CLAUSE SHOULD BE INCLUDED AS THE LAST CLAUSE IN THE CONDITIONS OF CONTRACT. THE CLAUSE REFERENCES IN SQUARE BRACKETS AND YELLOW HIGHLIGHT SHOULD BE UPDATED ACCORDINGLY]*** In the Conditions of Contract in Part 3, insert a new clause [##], 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 Consultant must comply with, and ensure that its officers, employees, agents and subconsultants comply with, the Code in connection with the performance of the Contract.
		3. The Consultant 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 Consultant's compliance with paragraph (b).
		4. The Consultant 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 Consultant in writing, and the Consultant must, within three days of receiving the notice, either:
			1. where the Consultant 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 Consultant 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 Consultant in writing that it considers that the Consultant has breached paragraph (b), in which case the Consultant must notify the Contract Administrator in writing under paragraph (d) and otherwise comply with its obligations under this clause [##].
		7. A failure by the Consultant 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 Consultant's other obligations under the Contract. The Principal's rights under this clause are in addition to and do not otherwise limit any other rights the Principal may have under the Contract. The performance by the Consultant of its obligations under this clause will be at no additional cost to the Principal.
		9. The Consultant acknowledges and agrees that the Consultant's compliance with the Code may be taken into account in any registration of interest process, tender process or similar procurement process in connection with any other Commonwealth or Principal project.

Please acknowledge receipt of this Addendum.

Dated: [##]

Signed:

Contract Administrator on behalf of the Principal