

UPDATE SUMMARY

Estate works program MEDIUM works Contract

MARCH 2025

1. DISCLAIMER AND CONFIDENTIALITY aGREEMENT

| Topic/Subject | Reference (if applicable) | Description |
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| Tender Process Acknowledgement  | Clause 4(c) | Amendment to clarify the Commonwealth’s right to vary, suspend, discontinue or terminate the Process at any time and for any reason.  |
| Fraud and Corruption  | Clauses 24(d), (g) and (q) | Amendments to include known or suspected Fraud or Corruption which is occurring or has occurred in connection with the Process as a new Strategic Notice Event, consistent with the Commonwealth Fraud and Corruption Policy. |
| General  | Various  | Further amendments, including minor drafting and tidy-up amendments, amendments to the naming convention for the EWP Medium Works Contract and consequential amendments.  |

1. TENDER DOCUMENTS

| Topic/Subject | Reference (if applicable) | Description |
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| AusTender | Clause 1.2(b) | Amendment to update the contact details for the AusTender Helpdesk. |
| Environmentally Sustainable Procurement  | Clauses 3.1(b)(v), 4(a)(x) and 30, Tender Particulars, Tender Schedule L - Environmentally Sustainable Procurement and various consequential | Amendments to: * include a new evaluation criterion and Tender Schedule L titled "Environmentally Sustainable Procurement" consistent with the Department of Climate Change, Energy, the Environment and Water's "Environmentally Sustainable Procurement Policy";
* provide that the completion and lodgement of item B of Tender Schedule L - Environmentally Sustainable Procurement is a minimum form and content requirement for Tenders, if applicable;
* include a new clause 30 which draws the Tenderer’s attention to, and sets out relevant requirements in respect of, the Environmentally Sustainable Procurement Policy, if applicable; and
* consequential amendments to defined terms, including to insert a definition for "Environmental Sustainability Principles".
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| Shadow Economy Procurement Connected Policy | Clauses 3.3(b) and 29 and Tender Schedule J – Statement of Tax Record | Amendments to reflect the updated Shadow Economy Procurement Connected Policy. |
| Commonwealth Procurement Rules compliance | Clause 4(a)(vi) and Tender Schedule F – Commonwealth Procurement Rules Compliance | Amendment to include a new paragraph (c) relating to whole of life costs in Tender Schedule F and consequential amendment to the corresponding evaluation criterion. |
| Security | Clause 4(a)(ix)A | Amendment to refer to "security (if applicable)" in the 'miscellaneous matters for evaluation' evaluation criterion to reflect item 1 of Tender Schedule I – Miscellaneous Matters For Evaluation.  |
| Australian Skills Guarantee | Clauses 4(a)(xi) and 31, Tender Particulars and Tender Schedule M – Australian Skills Guarantee  | Amendments to: * provide for a new evaluation criterion and Tender Schedule M titled "Australian Skills Guarantee" consistent with the Department of Employment and Workplace Relations' "Australian Skills Guarantee Procurement Connected Policy"; and
* include a new clause 31 which draws the Tenderer’s attention to, and sets out relevant requirements in respect of, the Australian Skills Guarantee Procurement Connected Policy, if applicable.
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| Evaluation of Tenders  | Clause 4(d)(iv) | Amendment to provide that the Commonwealth may (in its absolute discretion) decide not to evaluate or continue to evaluate any material provided in excess of any page limit specified in a Tender Schedule.  |
| Tender Process Acknowledgement  | Clause 7.3(b) | Amendment to clarify the Commonwealth’s right to vary, suspend or discontinue or terminate the tender process at any time and for any reason.  |
| Notification of Tenders | Clauses 9(a)(i) and (ii)B | Amendments to provide that Tenderers will be notified in writing if their Tender is non-conforming or otherwise unsuccessful, consistent with the updated Commonwealth Procurement Rules.  |
| Australian Veterans  | Clauses 26.1(c)(ii)A and (iii)B | Amendments to provide that a Tenderer's Local Industry Capability Plan will be used by the Contractor and the Commonwealth during the term of the Contract to demonstrate and validate engagement of and commitment to opportunities provided for Australian veterans.  |
| Statutory Declaration  | (Previous) Statutory Declaration in the Tender Form, sections 1(f) and 11 of the Tender Form and various consequential | Amendments to:* remove the Statutory Declaration previously included in Part 3 of the Tender Documents with consequential amendments throughout the Tender Conditions; and
* streamline the declarations previously given under the Statutory Declaration and in certain Tender Schedules in a new section 1(f) and 11 of the Tender Form.
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| Commonwealth Supplier Code of Conduct  | Section 10 of the Tender Form  | Amendments to refer the Tenderer to, and for the Tenderer to agree that it will at all times act consistently with, the Commonwealth Supplier Code of Conduct. |
| Local Industry Capability | Tender Schedule B – Workload and Proposed Resources  | Amendment to, in its draft Local Industry Capability Plan (if applicable):* require the Tenderer to include subcontracts proposed in its Indigenous Participation Plan (if applicable) when indicating the value, percentage and number of subcontracts which will be let to industry participants in section 3A(7) and (8); and
* provide that the Tenderer may, for example, include a description of the process for assessing both potential local and Australian veteran-owned businesses in its response to section 3B(3).
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| Indigenous Procurement Policy | Tender Schedule E – Indigenous Procurement Policy  | Amendments to require the Tenderer to, in its Indigenous Participation Plan (if applicable), lodge details of their intended approach to Indigenous industry engagement, including Indigenous subcontractors (see new item C). |
| General  | Various  | Further amendments, including minor drafting and tidy-up amendments, amendments to the naming convention for the EWP Medium Works Contract and consequential amendments. |

1. CONTRACT

| Topic/Subject | Reference (if applicable) | Description |
| --- | --- | --- |
| Environmental Sustainability  | Clauses 17, 18.20 and 24.1 and Annexure 5 - Supplier Environmental Sustainability Plan and various consequential | Amendments to: * delete the ESD and WOL Plan and its associated requirements and definitions, including to remove the ESD requirements from clause 17 so that it relates to whole of life only;
* re-name the Environmental Management Plan to the "Environmental Management and Sustainability Plan" and include a requirement that the Environmental Management and Sustainability Plan address all matters in the Smart Infrastructure Handbook and the Sustainable Procurement Guide; and
* insert a new clause 18.20 and corresponding Contract Particular which provides that the Contractor must, if clause 18.20 applies, comply with, and periodically report against, its Supplier Environmental Sustainability Plan annexed at Annexure 5,

consistent with the requirements of the Environmentally Sustainable Procurement Policy.  |
| Australian Skills Guarantee  | Clauses 18.21 and 24.1  | Amendments to insert a new clause 18.21 and corresponding Contract Particular which provides that the Contractor must, if clause 18.21 applies, meet, and periodically report against, the Skills Guarantee Targets in its performance of the Contractor’s Activities, consistent with the requirements of the Australian Skills Guarantee Procurement Connected Policy.  |
| Fraud and Corruption  | Clauses 4.8, (previous) 18.16, 21.5 and 24.1 | Amendments to: * include any known or suspected Fraud or Corruption which is occurring or has occurred in connection with the Contract or the Contractor’s Activities as a new Strategic Notice Event; and
* streamline the Contractor’s obligations in respect of Fraud and Corruption, including to replace the previous "Fraud Control" provision with a new clause 21.5 which sets out additional obligations with which the Contractor must comply in respect of known or suspected Fraud or Corruption,

consistent with the Commonwealth Fraud and Corruption Policy. |
| Shadow Economy Procurement Connected Policy | Clauses 7.4(f) and 18.16 | Amendments to reflect the updated Shadow Economy Procurement Connected Policy. |
| Commonwealth Supplier Code of Conduct  | Clause 18.19 | Amendment to include a new clause 18.19 in respect of the Commonwealth Supplier Code of Conduct, consistent with the updated Commonwealth Procurement Rules. |
| General  | Various  | Further amendments, including minor drafting and tidy-up amendments, amendments to the naming convention for the EWP Medium Works Contract and consequential amendments. |

**DISCLAIMER:**

The summary is not intended to be a substitute for legal advice or for reading the actual documents, and nothing in the summary will alter or affect the respective rights, obligations and liabilities of the parties under any document or contract. The summary is provided for information only and no responsibility will be taken by the Commonwealth of Australia or its advisers for its contents, use or any reliance upon it.