



UPDATE SUMMARY
ESTATE WORKS PROGRAM MEDIUM WORKS CONTRACT
OCTOBER 2025

1. TENDER DOCUMENTS

Topic/Subject	Reference (if applicable)	Description
Environmentally Sustainable Procurement	Clauses 2.1, 3.1(b)(v) and 30 and Tender Schedule L - Environmentally Sustainable Procurement	Amendments to reflect updates to the Environmentally Sustainable Procurement Policy, including to provide that the Tenderer must, as part of its response to Tender Schedule L - Environmentally Sustainable Procurement, complete and lodge a Supplier Environmental Sustainability Plan in the form of the SESP Template and which includes an ESP Policy Commitment Report.
WHS Accreditation Scheme	Clause 3.4(b)(ii)K and Tender Schedule K – WHS Accreditation Scheme Accreditation	Amendments to clarify that Tender Schedule K – WHS Accreditation Scheme Accreditation will only apply if clause 28 of the Tender Conditions applies.
Australian Skills Guarantee	Clause 4(a)(xi) and item B (Skills Guarantee Targets) of Tender Schedule M – Australian Skills Guarantee	Amendments to reflect updates to the Australian Skills Guarantee Procurement Connected Policy, including to: - provide that information relating to the Tenderer's past performance and reporting in accordance with the Australian Skills Guarantee Procurement Connected Policy will be obtained by the Commonwealth independently from the Skills Guarantee Online Reporting System; and - update paragraph (d), item B (Skills Guarantee Targets), of Tender Schedule M – Australian Skills Guarantee to refer to 'Trade Apprentice Labour Hours' (rather than 'Apprentice Labour Hours'). Amendment to insert the contract periods and minimum target requirements for Major Construction Projects in paragraphs (c) and (d), item B (Skills Guarantee Targets) of Tender Schedule M – Australian Skills Guarantee.

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Evaluation of Tenders	Clause 4(d)(iii)E	Amendment to provide for the Commonwealth to not evaluate a Tender or to discontinue negotiations or dealings with any preferred Tenderer if the Commonwealth considers (in its absolute discretion) that the Tender is incomplete or clearly not competitive against the evaluation criteria and is unlikely to represent value for money.
Joint Bids	Clause 11.2(b) and item 12 of the Tender Form	Amendment to clarify that Tenderers submitting on a Joint Bid Basis should provide, as part of its Tender, any information relevant to its proposed joint bid arrangements and each entity comprising the Tenderer.
DISP Membership	Item A (Defence Industry Security Program) of section 4 (Information Security) of Tender Schedule I - Miscellaneous Matters for Evaluation	Amendment to request the Tenderer provide evidence of DISP membership (in the form of a certificate issued by the Commonwealth) together with details of the relevant level held for each Security Domain.
General	Various	Further amendments, including minor drafting and tidy-up amendments and consequential amendments.

2. CONTRACT

Topic/Subject	Reference (if applicable)	Description
Method of Work Plan for Airfield Activities (MOWP)	Clauses 1.2(a)(i)B, 6.13, 24.1, Contract Particulars and Special Conditions	Amendments to: - delete the previous Special Conditions relating to the MOWP and Operating Airfield and insert a new clause 6.13 relating to the MOWP and operating airfield requirements; - the definition of 'Project Plans' to include the MOWP if clause 6.13 applies; - provide that the finalisation of the MOWP, if clause 6.13 applies, is a condition precedent to Site access; and - consequential amendments, including to definitions and Contract Particulars.
Contractor's Monthly Report	Clauses 2.6(d)(iii) and (v) and paragraph (f)	Amendments to require the Contractor to provide additional work health and safety details and information in its monthly report.

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Salvaged Materials	Clause 6.10	Amendment to provide that all materials salvaged from the Site or from the Works are the property of the Contractor unless, in addition to an express statement in the Contract to the contrary or as directed by the Contract Administrator, necessary to comply with a Defence Requirement.
Tax Invoice	Clause 11.5(a) and corresponding Contract Particular	Amendment to provide that the Contractor must give Defence Invoicing (as well as the Contract Administrator) a tax invoice for the amount stated as then payable by the Commonwealth to the Contractor in the payment statement, rather than a copy of the tax invoice.
Indigenous procurement	Clauses 2.6(e)(vii) and 18.2(b) (Option 1)	Amendments to provide that the Contractor must provide to the Commonwealth in the reports under clause 2.6 (if that clause applies) or otherwise on a monthly basis the matters set out in clause 18.2(b) (Option 1).
Environmentally Sustainable Procurement	Clauses 18.20 and 24.1	Amendments to reflect updates to the Environmentally Sustainable Procurement Policy, including to: - require the Contractor to use the ESP Policy Reporting Template for "Construction Services" and, if applicable, the ESP Policy Reporting Template for "Products" when completing and submitting its report under clause 18.20(f); and - consequential amendments, including the insertion of new definitions and the removal of definitions for terms no longer used.
Australian Skills Guarantee	Clauses 18.21 and 24.1	Amendments to reflect updates to the Australian Skills Guarantee Procurement Connected Policy, including to: - require the Contractor to submit a Skills Guarantee Report via the Skills Guarantee Online Reporting System (rather than using the previous Skills Guarantee Reporting Worksheet); - require the Contractor to submit Skills Guarantee Reports at the intervals specified by the Skills Guarantee Online Reporting System, provided that if no such intervals are specified then the intervals in paragraphs (d)(i) to (iii) apply; and - consequential amendments, including the insertion of new definitions and the removal of definitions for terms no longer used.
Lessons Learnt Workshop	Clause 18.22	Amendment to insert a new clause 18.22 which provides that the Contractor must prepare for, attend and actively participate in a lessons learnt workshop to be held after Completion of the Works.
Asbestos	Clause 24.1	Amendments to the definitions of 'Asbestos Management Plan', 'Asbestos Related Activities' and 'Work Health and Safety Plan' to reflect the updated Security and Estate Group Asbestos Management Plan.

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Regional Base Services Contractor	Clause 24.1 and various	Amendments to replace the definition of and references to 'EMOS Contractor' with 'Regional Base Services Contractor'.
General	Various	Further amendments, including minor drafting and tidy-up amendments and consequential amendments.

DISCLAIMER:

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