



Australian Government

Defence

## UPDATE SUMMARY

### CHIEF ENGINEER WORKS – MEDIUM WORKS CONTRACT (AUSTRALIA)

OCTOBER 2025 AND NOVEMBER 2025

#### OCTOBER 2025 SUMMARY OF UPDATES

##### 1. TENDER DOCUMENTS

| Topic/Subject                                      | Reference (if applicable)  | Description   |
|--|--|---|
| Environmentally Sustainable Procurement            | Clause 2.1, 3.1(b)(v), 4(a)(ix), clause 28 and corresponding Tender Particular and Tender Schedule N - Environmentally Sustainable Procurement | <p>Amendments to reflect updates to the Environmentally Sustainable Procurement Policy, including to:</p> <ul style="list-style-type: none"><li>provide that the Tenderer must, as part of its response to Tender Schedule N – 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; and</li><li>update clause 4(a)(ix) of the Tender Conditions to cater for evaluation of this policy, where it applies.</li></ul>  |
| Shadow Economy Procurement Policy Connected Policy | Clause 3.2(c), 27 and Tender Schedule L – Statement of Tax Record  | <p>Amendments to reflect updates to the Shadow Economy Procurement Connected Policy, including to:</p> <ul style="list-style-type: none"><li>provide for the Commonwealth to not evaluate (or continue to evaluate) a Tender for failing to meet the timeframe for correction of an unintentional error to the extent that the correction involves the provision of any valid and satisfactory STRs required for the Tenderer’s entity type; and</li><li>clarify that Tenderers should provide and attach, as part of its Tender, each of the valid and satisfactory Statement of Tax Record(s) as required for the Tenderer’s entity type, including with reference to the table under section A.1 of Tender Schedule L – Statement of Tax Record.</li></ul> |

| Topic/Subject                              | Reference (if applicable)  | Description  |
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| Australian Skills Guarantee                | Clause 4(a)(x) , clause 29 and corresponding Tender Particular and Tender Schedule O – Australian Skills Guarantee | <p>Amendments to reflect updates to the Australian Skills Guarantee Procurement Connected Policy, including to:</p> <ul style="list-style-type: none"> <li>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</li> <li>update clause 4(a)(x) of the Tender Conditions to cater for evaluation of this policy, where it applies.</li> </ul> <p>Amendments to also 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 O – Australian Skills Guarantee.</p> |
| Country of Tax Residency Disclosure policy | Item 13 of the Tender Form   | Amendment that Tenderers should provide, as part of its Tender, their entity's country of tax residency information– noting that this was previously set out in a template addendum.   |
| Lodgement                                  | Clauses 3.1, 3.2, 3.4 and corresponding Tender Particulars   | Updated to allow lodgement of Tenders via AusTender  |
| General                                    | Various  | Further amendments, including minor drafting and tidy-up amendments and consequential amendments.  |

## 2. CONTRACT

| Topic/Subject                                      | Reference (if applicable)                            | Description  |
|--|--|--|
| 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(b) 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.  |
| Shadow Economy Procurement Policy Connected Policy | Clause 17.14   | Amendments to reflect updates to the Shadow Economy Procurement Connected Policy, including to clarify that the Contractor must not enter into a subcontract with a subcontractor or subconsultant unless the Contractor has obtained and holds the STRs required for the relevant subcontractor's or subconsultant's entity type. |

| Topic/Subject                           | Reference (if applicable) | Description  |
|---|---------------------------|--|
| Commonwealth Supplier Code of Conduct   | Clause 17.17              | Amendments to incorporate the Commonwealth Supplier Code of Conduct obligations into the Conditions of Contract – noting that this was previously set out in a template addendum.  |
| Environmentally Sustainable Procurement | Clause 17.18              | Amendments to reflect updates to the Environmentally Sustainable Procurement Policy, including to: <ul style="list-style-type: none"> <li>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 17.18(g); and</li> <li>consequential amendments, including the insertion of new definitions and the removal of definitions for terms no longer used.</li> </ul>  |
| Australian Skills Guarantee             | Clause 17.19              | Amendments to reflect updates to the Australian Skills Guarantee Procurement Connected Policy, including to: <ul style="list-style-type: none"> <li>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);</li> <li>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 (e)(i) to (iii) apply; and</li> <li>consequential amendments, including the insertion of new definitions and the removal of definitions for terms no longer used.</li> </ul> |
| General                                 | Various                   | Further amendments, including minor drafting and tidy-up amendments and consequential amendments.  |

## NOVEMBER 2025 SUMMARY OF UPDATES

### 1. TENDER DOCUMENTS

| Topic/Subject                 | Reference (if applicable) | Description  |
|-------------------------------|---------------------------|--|
| Definition of 'SESP Template' | Clause 2.1(aa)            | Amendment to the definition of 'SESP Template' to refer to the document titled "SESP template - construction services Option B". |

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| Commonwealth Procurement Rules Compliance                                      | Clause 4(a)(ix), Part 3 – Tender Form, Part 4 – Tender Schedules                           | Amendments to reflect updates to the Commonwealth Procurement Rules, including to: <ul style="list-style-type: none"> <li>insert a ‘Commonwealth Procurement Rules compliance’ evaluation criterion as a new subparagraph (ix) in clause 4(a);</li> <li>insert a new Tender Schedule P – Commonwealth Procurement Rules Compliance to be completed and lodged by the Tenderer as part of its Tender; and</li> <li>remove the ‘Commonwealth Procurement Rules Compliance Statement’ in the Tender Form.</li> </ul> |
| Applicable Standards   | Clauses 2.1(c) and 4(a)(ix), Tender Schedule P – Commonwealth Procurement Rules Compliance | Amendments including to: <ul style="list-style-type: none"> <li>insert a new paragraph (c) in clause 2.1 to include the definition of ‘Applicable Standards’; and</li> <li>request the Tenderers to demonstrate their capability to meet the Applicable Standards (for example, in the form of a detailed explanation or a plan outlining how the Tenderer intends to meet the Applicable Standards if it is the successful Tenderer).</li> </ul>   |
| Disclosure of information to Commonwealth departments, agencies or authorities | Clauses 13(d) and 17(c)(iv)  | Amendments to reflect updates to the Commonwealth Procurement Rules being to insert a new clause 13(d) and update clause 17(c)(iv) in respect of disclosure of information to Commonwealth departments, agencies or authorities.  |

## 2. CONTRACT

| Topic/Subject  | Reference (if applicable)   | Description  |
|--|---|--|
| Applicable Standards   | Clauses 8.1(c) and 17.9 of the Conditions of Contract, Annexure 2 | Amendments to reflect updates to the Commonwealth Procurement Rules in respect of Applicable Standards, and to amend Annexure 2 to read “not used”.  |
| Environmentally Sustainable Procurement Policy                                 | Clause 17.18(n) of the Conditions of Contract                     | Amendment to clause 17.18(n) to align with the updated Environmentally Sustainable Procurement Policy.   |
| Disclosure of information to Commonwealth departments, agencies or authorities | Clauses 18.1 and 18.2 of the Conditions of Contract               | Amendments to reflect updates to the Commonwealth Procurement Rules being to insert a new clause 18.1(d) in the Conditions of Contract and to update clause 18.2(b)(v) of the Conditions of Contract in respect of disclosure of information to Commonwealth departments, agencies or authorities. |

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