



UPDATE SUMMARY
DESIGN SERVICES CONTRACT
OCTOBER 2025

1. INVITATION TO REGISTER INTEREST

| Topic/Subject | Reference (if applicable) | Description |
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| Evaluation of Registrations of Interest | Clause 2(b)(iii)C | Amendment to provide for the Commonwealth to not evaluate a Registration of Interest if the Commonwealth considers (in its absolute discretion) that the Registration of Interest is incomplete or clearly not competitive against the evaluation criteria and is unlikely to represent value for money. |
| Environmentally Sustainable Procurement | Clauses 2(c)(i)C and 23(c)(i) | Amendment to align with the updated Design Services Contract Tender Documents minimum form and content requirements. |
| Defence Industry Participation Schedule | Clauses 2(c)(ii)K and 24 | Amendments to include a new clause 24 which draws the Applicant's attention to, and sets out relevant requirements in respect of, the Defence Policy for Industry Participation (including in relation to the evaluation criterion in the updated Design Services Contract Tender Documents). |
| Joint Bids | Clause 8.2(b) and Registration of Interest Form | Amendment to clarify that Applicants submitting on a Joint Bid Basis should provide, as part of its Registration of Interest, any information relevant to its proposed joint bid arrangements and each entity comprising the Applicant. |
| DISP Membership | Item A (Defence Industry Security Program) of Schedule C – Information Security | Amendment to request the Applicant 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. TENDER DOCUMENTS

| Topic/Subject | Reference (if applicable) | Description |
|---|--|--|
| Environmentally Sustainable Procurement | Clauses 2.1, 3.1(b)(iv) and 29 and Tender Schedule K - 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 K - 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. |
| Defence Industry Participation Schedule | Clauses 4(a)(v) and (xi) and 30 and Tender Schedule L - Defence Industry Participation Schedule | <p>Amendments to:</p> <ul style="list-style-type: none"> provide for a new evaluation criterion, Tender Particular and Tender Schedule L titled "Defence Industry Participation Schedule" consistent with the Defence Policy for Industry Participation; the evaluation criterion titled "Commonwealth Procurement Rules compliance" to refer to the information outlined in Tender Schedule L - Defence Industry Participation Schedule as well as Tender Schedule E - Commonwealth Procurement Rules Compliance; include a new clause 30 which draws the Tenderer's attention to, and sets out relevant requirements in respect of, the Defence Policy for Industry Participation; and amend the Tender Form to remove the item which requested the Tenderer to provide information in relation to its approach to employing and engaging Australian veterans, as that item is addressed in Tender Schedule L - Defence Industry Participation Schedule. |
| 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 11.3(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 joint bid entity comprising the Tenderer. |
| DISP Membership | Item A (Defence Industry Security Program) of section 3 (Information Security) of Tender Schedule H - 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. |

| Topic/Subject | Reference (if applicable) | Description |
|---------------|---------------------------|---|
| General | Various | Further amendments, including minor drafting and tidy-up amendments and consequential amendments. |

3. CONTRACT

| Topic/Subject | Reference (if applicable) | Description |
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| Asbestos | Clauses 1.1, 6.15(q) | Amendments to include definitions of "Asbestos Management Plan" and "Defence Asbestos Register" and to provide that prior to submission of Design Documentation the Consultant must review the Asbestos Management Plan and the Defence Asbestos Register and ensure the design addresses all Asbestos related risks. Consequential amendments have also been made to the template Design Services Contract Brief. |
| Regional Base Services Contractor | Clause 1.1 and various | Amendments to replace the definition of and references to 'EMOS Contractor' with 'Regional Base Services Contractor'. |
| Method of Work Plan for Airfield Activities (MOWP) | Clauses 1.1, 2.15, 3.3(c), Contract Particulars and Special Conditions | Amendments to: <ul style="list-style-type: none"> delete the previous Special Conditions relating to the MOWP and Operating Airfield and insert a new clause 2.15 relating to the MOWP and operating airfield requirements; the definition of 'Project Plans' to include the MOWP if clause 2.15 applies; provide that the finalisation of the MOWP, if clause 2.15 applies, is a condition precedent to Site access; and consequential amendments, including to definitions and Contract Particulars. |
| Defence Industry Participation Schedule | Clauses 1.1, 6.17 and Annexure 7 - Defence Industry Participation Schedule | Amendments to insert a new clause 6.17 and corresponding Contract Particular which provides that the Consultant must ensure, among other things, that the activities specified in the Defence Industry Participation Schedule annexed at Annexure 7 are performed in Australia by the Consultant or, if applicable, relevant subconsultants consistent with the Defence Policy for Industry Participation. |
| Consultant's Monthly Report | Clauses 4.8(d)(iii) and (v) and paragraph (f) | Amendments to require the Consultant to provide additional work health and safety details and information in its monthly report. |
| Tax Invoice | Clause 11.5(a) and corresponding Contract Particular | Amendment to provide that the Consultant 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 Consultant in the payment statement, rather than a copy of the tax invoice. |

| Topic/Subject | Reference (if applicable) | Description |
|---|---------------------------|--|
| Environmentally Sustainable Procurement | Clauses 1.1 and 16.18 | <p>Amendments to reflect updates to the Environmentally Sustainable Procurement Policy, including to:</p> <ul style="list-style-type: none"> • require the Consultant 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 16.18(f); and • consequential amendments, including the insertion of new definitions and the removal of definitions for terms no longer used. |
| Lessons Learnt Workshop | Clause 16.19 | Amendment to insert a new clause 16.19 which provides that the Consultant must prepare for, attend and actively participate in a lessons learnt workshop to be held after Completion of the Services. |
| General | Various | Further amendments, including minor drafting and tidy-up amendments 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.