

UPDATE SUMMARY

Head Contract (International)

JUNE 2023

1. INVITATION TO REGISTER INTEREST

| Topic/Subject | Reference (if applicable) | Description |
| --- | --- | --- |
| Delivery method | Cover page | Amendments to remove reference to the delivery method.  |
| Form of Contract | Clauses 1.2 and 15.1(e) | Amendments to reflect the publication of the Head Contract (International) (HCI-2021) on DEQMS.  |
| Tender evaluation criteria | Clause 2(c)(iii) | Amendments to align with the updated HCI-2021 Tender Documents evaluation criteria.  |

1. TENDER DOCUMENTS

| Topic/Subject | Reference (if applicable) | Description |
| --- | --- | --- |
| Delivery method | Cover page | Amendments to remove reference to the delivery method.  |
| Evaluation criteria - anti-bribery, corruption and modern slavery compliance | Clause 4(a)(v) | Amendment to the evaluation criterion in respect of anti-bribery, corruption and modern slavery compliance such that evaluation is "*Whether or not the Tenderer has demonstrated…*" (previously, "*The extent to which the Tenderer has demonstrated…*"). |

1. CONTRACT

| Topic/Subject | Reference (if applicable) | Description |
| --- | --- | --- |
| Delivery method | Cover page | Amendments to remove reference to the delivery method.  |
| Related Body Corporate | Clause 1.1 | Amendments to the definition of a Related Body Corporate to include entities equivalent to a "related body corporate" as defined in section 9 of the Corporations Act 2001 (Cth) under any other Statutory Requirement. |
| Meetings and Reports Generally | Clause 3.11 (and corresponding Contract Particular) | Amendments to require that the Contractor complies with meeting and reporting obligations in the IPACE Infrastructure Program Plan dated March 2023. |
| Insurance | Clauses 1.1, 5.4, 5.5, 5.6, 5.9, 5.10 and 5.11 | Amendments to clarify insurance requirements, including in respect of Employers' Liability Insurance. |
| Subcontracting | Clause 8.5(f) | Amendments to require the provision of Subcontractor Deeds of Covenant or Subconsultant Deeds of Covenant from all subcontractors unless otherwise agreed in writing by the Contract Administrator. |
| Work Health and Safety | Clauses 1.1 and 8.17 | Amendments in respect of Work Health and Safety, including in respect of notifiable incidents. |
| Salvaged Materials | Clause 8.25 | Amendments to require the Contractor to provide written notice to the Contract Administrator on each occasion that the Contractor salvages materials, plant, equipment, fixtures or other things from the Site or the Works. |
| Payment | Clause 12.5 | Amendments to provide that the Commonwealth will pay the Contractor following the issue of a tax invoice by the Contractor to the Contract Administrator.  |
| Contractor's Entitlements after Termination for Force Majeure or Convenience by Commonwealth | Clause 14.8 | Amendments to remove the Contractor's entitlement to 2% of the unpaid portion of the Contract Price at the date of termination by the Commonwealth for Force Majeure or convenience. |
| Submission to Jurisdiction | Clause 15.16 | Amendments to include a submission to jurisdiction clause. |

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