



Australian Government
Department of Finance



**Commonwealth Contracting Suite (CCS)
Change Record – July 2018**



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Commonwealth ATM Terms v4-v5

CCS Clause	A.B.5 Evaluation
Authority	1. n/a clarification 2. 10.6(e) CPR Update 01 January 2018 3. n/a clarification
Other comments	Amendment to 10.6(e) to accommodate changes to CPR updates made in January 2018.
<p>Changes:</p> <p>A.B.5 Evaluation</p> <p>The Customer will evaluate Responses in accordance with the ATM and consistent with the Commonwealth Procurement Rules to determine the best value for money outcome for the Customer.</p> <p>The Customer will exclude from consideration any Response that does not meet the Mandatory Conditions for Participation, if any.</p> <p>The criteria for evaluation will encompass the:</p> <ul style="list-style-type: none"> (a) extent to which the potential Supplier's Response meets the Customer's Requirement set out in this ATM; (b) potential Supplier's demonstrated capability and capacity to provide the Requirement; and (c) whole of life costs to be incurred by the Customer. Considerations will include both the quoted price and any costs that the Customer will incur as a result of accepting the potential Supplier's Response. <p>Unless stated otherwise in the Approach to Market documentation, the above three (3) criteria for evaluation will be of equal importance.</p> <p>Potential Suppliers should note that the Commonwealth's Indigenous Procurement Policy (IPP) may apply to the Customer in respect of this procurement. During evaluation, the Customer may favourably consider the Potential Supplier's ability to assist the Customer to meet its IPP obligations. More information is available at http://www.dpmc.gov.au/resource-centre/government/commonwealth-indigenous-procurement-policy.</p> <p>If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable over the Contract Term and must promptly provide the Customer with such information or documentation as the Customer reasonably requires.</p> <p>The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.</p> <p>The Customer will notify all unsuccessful Potential Suppliers of the final decision and, if requested, will provide a debrief provide a debrief Potential Suppliers following the award of the a a contract.</p>	

CCS Clause	A.B.7 Confidentiality of Potential Supplier's Information
Authority	n/a
Other comments	clarification
Changes:	
<p style="text-align: center;">A.B.7 Confidentiality of Potential Supplier's Information</p> <p>Potential Suppliers should note that if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify any aspects of their Response or the proposed Contract that they consider should be kept confidential, including reasons.</p> <p>Potential Suppliers should note that the Customer will only agree to treat information as confidential in cases that it considers consistent with Australian Government legislation and policies appropriate. In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information.</p>	

Commonwealth Contract Terms and Purchase Order Terms v4-v5

CCS Clause	C.C.8 Notices
Authority	n/a - clarification
Other comments	Change required to provide clarity about evidence of delivery when Notice transmitted electronically.
<p>Changes:</p> <p>C.C.8 Notices:</p> <p>A Notice is deemed to be effected:</p> <ul style="list-style-type: none"> (a) if delivered by hand - upon delivery to the relevant address; (b) if sent by registered post - upon delivery to the relevant address; or (c) <u>if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt)</u> if transmitted electronically - upon actual delivery as evidenced by a delivery receipt by the addressee. <p>A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.</p>	

CCS Clause	C.C.10 Subcontracting
Authority	n/a - clarification
Other comments	Paragraph reordered no change to content.

CCS Clause	C.C.16 Termination for Cause
Authority	<i>Treasury Laws Amendment (2017 Enterprise Incentives No. 2) Bill 2017</i>
Other comments	
<p>Changes:</p> <p>C.C.16 Termination for Cause:</p> <p>The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract in whole or in part if:</p> <ul style="list-style-type: none"> (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract; (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [<i>Delivery and Acceptance</i>] and the Goods and/or Services are not remedied as required by the Notice of rejection; (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy; (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or (e) subject to the Customer complying with any requirements in the Corporations Act 2001 (Cth), the Supplier: <ul style="list-style-type: none"> (i) is unable to pay all its debts when they become due; (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the <i>Corporations Act 2001 (Cth)</i>; or (iii) if an individual – becomes bankrupt or enters into an arrangement under <i>Part IX</i> or <i>Part X</i> of the <i>Bankruptcy Act 1966 (Cth)</i>. <p>Termination of the a Contract under this clause does not change the Customer’s obligation to pay any Correctly Rendered Invoice.</p>	

CCS Clause	C.C.22 Compliance with Commonwealth Laws and Policies
Authority	n/a
Other comments	clarification
Changes: <p data-bbox="331 573 1264 701"><u>G. Taxation: The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.</u></p>	