



**Australian Government**  
**Department of Finance**



**Commonwealth Contracting Suite (CCS)  
Change Record – April 2019**



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## Commonwealth ATM Terms v5-v6

<b>CCS Clause</b>	<b>A.B.1 Background</b>
Authority	<i>Government Procurement (Judicial Review) Act 2018</i>
Other comments	Amendments to accommodate the Government Procurement (Judicial Review) Act 2018 and further amendments for greater clarification.
Changes:	
<p><b>A.B.1 Background</b></p> <p>Some terms <del>used</del> in this document have been given a special meaning. <del>Their</del><u>The</u> meanings are set out either in the Commonwealth Contracting Suite Glossary, the ATM or the <u>Contract</u>.</p> <p><del>The</del><u>Any queries regarding this ATM should be directed as set out in Clause A.A.5 [Customer's Contact Officer].</u></p> <p><u>At any time prior to the Closing Time, the Customer may amend, or clarify any aspect of this ATM, prior to the Closing Time</u> by issuing a formal amendment to the ATM in the same manner as the original ATM was distributed. <del>Such</del></p> <p><u>At any time prior to contract execution, the Customer may suspend the ATM process or issue a Public Interest Certificate by issuing an addendum to the ATM in the same manner as the original ATM was distributed.</u></p> <p><u>Where the ATM has been issued via AusTender, any amendments, clarifications, addenda or suspension notifications related to this ATM will be notified via AusTender.</u></p> <p><u>Where the ATM was not issued via AusTender, any amendments, clarifications, addenda or suspension notifications</u> will be issued simultaneously to all Potential Suppliers; as far as practicable.</p> <p><del>Any queries regarding this ATM should be directed as set out in clause A.A.5 [Customer's Contact Officer].</del></p> <p>No <del>contract</del><u>Contract</u> will be formed until executed by the Customer. The Customer, acting in good faith, may discontinue this ATM, decline to accept any <del>Response</del><u>response</u>; decline to issue any contract; or satisfy its requirement separately from this ATM process.</p> <p>Participation in any stage of the process is at the Potential Supplier's sole risk and cost.</p>	

## DoSO ATM Terms v1-v2

CCS Clause	D.B.1 Background
Authority	<i>Government Procurement (Judicial Review) Act 2018</i>
Other comments	Amendments to accommodate the Government Procurement (Judicial Review) Act 2018
Changes:	
<p><b>D.B.1 Background</b></p> <p>1.1 Some terms used in this document have been given a special meaning. Their meanings are set out either in the Commonwealth DoSO Glossary, the CCS DoSO ATM, or the draft CCS DoSO.</p> <p>1.2 The Lead Customer may:</p> <p style="padding-left: 20px;">a) <u>At any time prior to the ATM Closing Date and Time</u>, amend, or clarify any aspect of this ATM, <u>or</u></p> <p style="padding-left: 20px;">b) <u>at any time</u> prior to <u>contract execution, may suspend</u> the ATM <u>Closing Date and Time set out in D.A.1 [Key Information and Dates]</u> process or issue a <u>Public Interest Certificate</u>.</p> <p style="padding-left: 40px;">by issuing a formal addendum to the ATM in the same manner as the original ATM was distributed. -Addendums will be issued simultaneously to all Potential Suppliers, as far as practicable.</p> <p>1.3 Any queries <u>or complaints</u> regarding this ATM must be directed to the ATM Contact Officer set out in D.A.5- <u>[Lead Customer's Contact Officers]</u>.</p> <p>1.4 No Standing Offer Arrangement will exist until the DoSO is executed by the Lead Customer. The Lead Customer, acting in good faith, may discontinue this ATM, decline to accept any Response to this ATM; or satisfy its requirements separately from this ATM process.</p> <p>1.5 Participation in this process is at the Potential Supplier's risk and cost, noting that there is no guarantee that a DoSO will be executed or any Contracts will be issued under any resulting DoSO.</p> <p>1.6 Before the DoSO End Date, the Lead Customer reserves the right to extend the term of the Standing Offer Arrangement or to add new suppliers to the Standing Offer Arrangement.</p>	

<b>CCS Clause</b>	<b>D.B.4 Lodging a Response</b>
Authority	<i>Government Procurement (Judicial Review) Act 2018</i>
Other comments	Removed D.A.1 dependency from the clause
Changes:	
<p><b>D.B.4 Lodging a Response</b></p> <p>4.1 By lodging a Response, Potential Suppliers agree:</p> <p>(a) <del>that</del> the Response will remain open for acceptance for ninety (90) calendar days from the ATM Closing Date and <del>Time as set out in D.A.1 [Key Information and Dates];</del></p> <p>(b) <del>if</del> successful, to sign a DoSO which incorporates the Commonwealth DoSO Terms; and</p> <p>(c) <del>if</del> successful, to offer to provide goods and services for the duration of the DoSO.</p> <p>4.2 When lodging a Response, in addition to any Minimum Content and Format Requirements set out in D.A.1 <del>[Key Information and Dates]:</del></p> <p>(a) Potential suppliers agree Responses are subject to these Commonwealth DoSO ATM Terms;</p> <p>(b) <del>the</del> Response must be lodged as set out in D.A.4 [Lodgement of Responses];</p> <p>(c) Potential Suppliers must submit Responses using the Response to the ATM form provided without making any changes to the structure or formatting of the Response form;</p> <p>(d) Potential Suppliers must submit all details in English;</p> <p>(e) Pricing Rates must</p> <ol style="list-style-type: none"> <li>i. be quoted in Australian currency</li> <li>ii. show the GST exclusive price, the GST component, if any, and the GST inclusive price;</li> <li>iii. be inclusive of all taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas; and</li> <li>iv. <del>unless</del> identified in the Pricing Schedule, include any and all other charges and costs and be the maximum payable by a Customer under the DoSO.</li> </ol> <p>4.3 The Lead Customer may decline to consider a Response that is unable to be read or contains alterations, erasures, ambiguity or incomplete details.</p> <p>4.4 Potential Suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive or any other similar conduct with any other Potential Supplier or person, or offer any unlawful inducements in relation to their Response or this ATM process.</p> <p>4.5 The Lead Customer will only extend the ATM Closing Time noted at D.A.1 <del>[Key Information and Dates]</del>, in exceptional circumstances and, if extended, the extension will apply equally to all Potential Suppliers. The Lead Customer will not consider any Responses received after the Closing Time specified in this ATM unless the Response is late as a consequence of the Lead Customer's mishandling.</p> <p>4.6 At any time prior to execution of a DoSO, the Lead Customer may seek clarification or additional information from, and enter into discussions and negotiations with, any or all Potential Suppliers in relation to their Response. In doing so, the Lead Customer will treat all Potential Suppliers equitably and not allow any Potential Supplier to substantially alter their Response.</p> <p>4.7 If any Conflicts of Interest arise during the evaluation period, Potential Suppliers must notify the Lead Customer immediately and comply with any reasonable directions issued by the Lead Customer. All communications must be confirmed in writing.</p>	