



Australian Government
Department of Finance



**Commonwealth Contracting Suite
(CCS) Change Record – 1 July 2019**



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Commonwealth Purchase Order Terms v5-v6

Clause	C.C.17 Supplier Payments
Authority	Supplier pay on-time or pay interest policy
Other comments	https://www.finance.gov.au/resource-management/pay-time-policy/
Changes:	
<p>C.C.17 Supplier Payments:</p> <p>If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.</p> <p>The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.</p> <p>Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.</p> <p>If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice. The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty (30) <u>twenty (20)</u> calendar days after receiving it, or if this day is not a business day, on the next business day.</p> <p>If the Customer fails to make a payment to the Supplier by the business day it is due and the amount of interest payable under this clause exceeds \$100, the Customer will pay the unpaid amount plus interest on the unpaid amount.</p> <p>Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website.</p>	

Commonwealth DoSO Terms v1-v2

CCS Clause	D.E.20(J) Black Economy
Authority	Black Economy Procurement Connected Policy
Other comments	New clause
Changes:	
<p>J. Black Economy</p> <p>J.1 The Supplier warrants that at the commencement of the Deed of Standing Offer it has a Valid and Satisfactory Statement of Tax Record.</p> <p>J.2 The Supplier must hold a Valid and Satisfactory Statement of Tax Record at all times during the term of the Standing Offer Arrangement (including any extension).</p> <p>J.3 The Supplier must ensure that any Subcontractor engaged under a Contract to deliver Goods and/or Services with an estimated value of over \$4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record at all times during the term of the relevant subcontract.</p> <p>J.4 The Supplier must provide to the Customer a copy of any Statement of Tax Record that it holds in accordance with clause J.2 and J.3.</p>	

Commonwealth DoSO Glossary v1-v2

Authority	Black Economy Procurement Connected Policy
Other comments	New definitions
Changes:	
<p>“Black Economy Policy” means the Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019 available at https://treasury.gov.au/publication/p2019-t369466.</p> <p>“Statement of Tax Record” means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR.</p> <p>“Satisfactory” means, in relation to the Black Economy Policy only, meets the conditions set out in Part 6.b of the Black Economy Policy or, if the circumstances in Part 6.c of the Black Economy Policy apply, the conditions set out in Part 8 of the Black Economy Policy.</p> <p>“Valid” means, in relation to the Black Economy Policy only, valid in accordance with Part 7.e of the Black Economy Policy.</p>	

Additional Contract Terms

Authority	Supplier pay on-time or pay interest policy
Other comments	Amendment
Applicability:	Departmental expenditure for non-corporate Commonwealth entities
Changes:	
<p>Interest on Late Payments</p> <p>The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty twenty (3020) calendar days after receiving it, or if this day is not a business day, on the next business day.</p> <p>If the total value of this Contract (as amended from time-to-time) is not more than \$A1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, provided the amount of interest payable under this clause exceeds \$100, the Customer will pay the unpaid amount plus interest on the unpaid amount.</p> <p>Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website</p>	