

## User Guidance

The Commonwealth Contracting Suite (CCS) streamlines and simplifies procurement processes. It was designed to be consistent with the [Treasury Legislation Amendment \(Small Business and Unfair Contract Terms\) Act 2015](#), and creates uniformity across Commonwealth contracts to reduce the burden on businesses contracting with the Commonwealth Government.

The CCS is mandatory under \$200,000 for all non-corporate Commonwealth entities except for specific situations as outlined in [Resource Management Guide No. 420 – Mandatory use of the Commonwealth Contracting Suite for procurement under \\$200,000](#). Corporate Commonwealth entities are encouraged to use best endeavours to apply the policy.

The mandatory components of the CCS are:

- the Approach to Market (ATM) (incorporating the Glossary and Interpretation, the Commonwealth ATM Terms and the Response to the ATM); and
- the Commonwealth Contract (incorporating the Glossary and Interpretation, and the Commonwealth Contract Terms).

The ATM and the Contract documentation are available via [online smart-forms](#) on the Department of Finance website.

**To ensure official documentation is tailored to your specific procurement it is important to generate new documents by use of the smart-forms for each new procurement activity undertaken.**

This document is provided as a sample of an ATM document generated by the CCS after using the smart form. It is indicative only and is not intended to be a template for ATM documentation. The smart form provides many option and considerations which will vary the final document produced. This presents one version of those considerations.

Within this document colour coding is used to highlight parts that offer a choice of input.

<< These sections allow free input of text, dates or numbers >>

**Topic Heading** – This indicates that a selection of options is available and the associated text shown here is only one of those selections.

**User Guidance** is advisory text and does not form part of a standard Contract document.

Information in this document was current at the time of publication but may have changed since. For current ATM documentation please use the CCS smart form at:  
<https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>

**THIS DOCUMENT IS PROVIDED FOR INFORMATION PURPOSES ONLY AND IS NOT TO BE USED AS A TEMPLATE**



## Australian Government

### Approach to Market

To establish Contract for << insert title of proposed contract here >>

Reference ID: << insert entity reference here >>

UNSPSC: << insert UNSPSC number here >> << insert UNSPSC title here >>

This Approach to Market (ATM) is for the provision of: << insert brief description of procurement here >>

The Commonwealth of Australia as represented by << insert entity legal name here >> (the Customer) is seeking submissions for the provision of the goods and services (the Requirement) as described in this ATM comprising:

- this CCS ATM, including the Statement of Requirement
- the CCS ATM Response Form
- the CCS ATM Annexes (if any)
- the Commonwealth ATM Terms
- the Additional Contract Terms (if any)
- the Commonwealth Contract Terms
- the Commonwealth Contracting Suite Glossary and Interpretation.

In submitting a response, Potential Suppliers are required to comply with all requirements set out in the Commonwealth Approach to Market Terms (a copy of which is included in this document), and if successful, agree to enter into a contract which incorporates the Commonwealth Contract Terms available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs#ccs-terms>.

The Selling to Government website provides information to help businesses understand how to sell to the Australian Government.- If you have any general questions about how the Australian Government procures goods and services, please contact the Selling to Government team at [sellingtogov@finance.gov.au](mailto:sellingtogov@finance.gov.au).

For questions relating specifically to this ATM, please contact the ATM Contact Officer set out at A.A.5(a).

## Statement of Requirement

### A.A.1 Key Information and Dates

#### Approach to Market

| Event                                   | Details  |
|---|--|
| ATM Closing Date                        | << insert ATM closing date here >>   |
| ATM Closing Time                        | << insert ATM closing time here >>   |
| Industry Briefing                       | <b>Date &amp; Time:</b> << insert briefing date and time here >>   |
|   | <b>Location:</b> << insert suburb here >>  |
|   | <b>Booking Details:</b> << insert details of the industry briefing including address, start and finish times and booking details here >>   |
| Site Inspection                         | <b>Date &amp; Time:</b> << insert inspection date and time here >>   |
|   | <b>Location:</b> << insert suburb here >>  |
|   | <b>Booking Details:</b> << insert details for the site inspection including location, date, start and finish time and booking details here >>  |
| Question Closing Date and Time          | Questions will be permitted up until << insert question closing date and time here >>  |
| Minimum Content and Format Requirements | <p>For a Potential Supplier's Response to be eligible for consideration, in addition to the matters addressed in A.B.4.2 of the Commonwealth ATM Terms, the Potential Supplier's Response must &lt;&lt; insert minimum content and format requirements here &gt;&gt;</p> <p>Minimum content and format requirements are criteria that a Potential Supplier's Response is required to meet when responding to an approach to market to be eligible for further consideration in a procurement process.</p>  |
| Conditions for Participation            | <p>The Customer will exclude from participation any Potential Supplier that does not demonstrate compliance with:</p> <p>&lt;&lt; insert conditions for participation here &gt;&gt;</p> <p>Conditions for participation are conditions that Potential Suppliers must meet for their Response to be considered.</p> <p>Conditions for participation should be objective and capable of being answered with a 'yes' or 'no' during evaluation. For example, that the Potential Supplier holds a particular licence, or meets certain security requirements.</p> <p>Conditions for participation must be limited to those that ensure that a potential supplier has the legal, commercial, technical and financial abilities to fulfil the requirements of the procurement. They may require relevant prior experience where essential to meet the requirements of the procurement but must not specify, as a requirement, that potential suppliers have previous experience with the Customer, with the Australian Government or in a particular location.</p> |

## Approach to Market (ATM) – Goods and Services

|  |   |
|--|---|
|  | As failure to meet a condition for participation automatically excludes what might otherwise be a valid Response, it is essential to have only those conditions which are absolutely necessary. |
|--|---|

### **Proposed Contract**

| Event                     | Details   |
|---------------------------|---|
| Proposed Start Date:      | << insert proposed start date here >>   |
| Contract Term:            | The Contract will remain in force for a period of << insert contract duration here >> from the date the Contract is entered into. |
| Contract Extension Option | The Contract will include the following extension option(s): << insert extension options here >>.                                 |

## A.A.2 The Requirement

<< insert requirement here >>

Provide a clear and concise description of the Requirement. When defining the Requirement always look for ways to give Potential Suppliers the opportunity to offer alternative solutions. Define your actual needs, do not merely describe the characteristics of an already known service. The amount of detail you provide should reflect the complexity of the Requirement.

### A.A.2(a) Commonwealth Supplier Code of Conduct

The Commonwealth expects its suppliers to conduct themselves with high standards of ethics such that they consistently act with integrity and accountability.

If awarded a Contract, the Supplier must agree to comply with the Commonwealth Code of Conduct (Code) in accordance with the Commonwealth Contract Terms [Clause C.C.23].

Clause C.C.23 requires the Supplier to comply with the Code when performing its obligations under the Contract, and to ensure its personnel and Subcontractors comply with the Code. The clause also requires the Supplier to proactively monitor and assess compliance with the Code, and to notify the Customer immediately of any breach of the Code.

In accordance with the Commonwealth ATM Terms [Clause A.B.10], where requested by the Customer, Potential Suppliers should provide information demonstrating that they have appropriate policies, frameworks, or similar, in place to comply with the Code.

[If yes, Customer due diligence requirements appear here]

Further information on the Code can be found at: [insert hyperlink here]

Prior to releasing the ATM documentation you may wish to include details about the particular aspects of the Code which the Supplier should demonstrate ability to comply with by considering which aspects of the Code are most likely to be relevant to the Goods and/or Services being procured. If the guidance here is not specific, this may compromise the utility and relevance of the information you receive back from the Potential Suppliers.

You should be wary to avoid placing unnecessary burden on the Potential Suppliers. Due diligence activities should be commensurate with the scale, scope, and risk of the procurement. You should only seek to obtain information that will be used to inform a value for money assessment and/or aligns with an identified risk mitigation strategy for the management of the contract.

### A.A.2(b) Standards

Potential Suppliers must ensure that any goods and services proposed are capable of complying with all applicable Australian standards and any Australian and international standards specified in this Statement of Requirement. Potential Suppliers should note that they may be required to enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with those standards.

#### Web Content Accessibility

The Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the *Web Content Accessibility Guidelines* available at:

<https://www.w3.org/WAI/intro/wcag>.

#### Publications

Publications and reports (if any) must be drafted to comply with the current version of the Australian Government *Style Manual* available at: <https://www.stylemanual.gov.au/>.

## Approach to Market (ATM) – Goods and Services

### Australian Standards

The Supplier must comply with the following Australian Standard(s):

| AS Number                         | Title                            |
|-----------------------------------|----------------------------------|
| << insert standard number here >> | << insert standard title here >> |

### ISO International Standards

The Supplier must comply with the following ISO International Standard(s):

| ISO Number                        | Title                            |
|-----------------------------------|----------------------------------|
| << insert standard number here >> | << insert standard title here >> |

### Key Performance Indicators

The Supplier is required to comply with the following Key Performance Indicators, sustainability targets or other performance measures to demonstrate progress towards achievement of the Requirement:

<< insert key performance indicators here >>

#### A.A.2(c) Security Requirements

Clearances to the level of << insert required security clearance level here >> will be required.

The cost of obtaining each security clearance will be borne by the Supplier. The Supplier must ensure that its Specified Personnel promptly provide to the Customer relevant details to assist with the security clearance process, and the Supplier must notify the Customer promptly in writing of any change in circumstances which is likely to affect the Customer's assessment of the Specified Personnel's entitlement to hold a security clearance.

Current ASGVA Vetting Fees and Charges can be found at:

<https://www1.defence.gov.au/security/clearances/about/security-clearance-fees>.

<< insert other security requirements >>

#### A.A.2(d) Work Health and Safety

Prior to commencement of the Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential work health and safety (WHS) issues anticipated to arise during the term of the contract and assign management of each issue identified to the party best able to manage it. For all issues assigned to the Supplier, the Supplier will provide the Customer with a WHS plan for approval and no work will commence until the plan is approved unless agreed in writing by the Customer.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any WHS issues that arise.

#### A.A.2(e) Delivery and Acceptance

The Customer must accept or reject any deliverables under the Contract in accordance with the Commonwealth Contract Terms [Clause C.C.11].

| Item/Description                   | Delivery Address                   | Delivery Date          |
|------------------------------------|------------------------------------|------------------------|
| << insert item description here >> | << insert delivery address here >> | << insert date here >> |

## Approach to Market (ATM) – Goods and Services

| Milestone Description              | Delivery Location                   | Due Date               |
|------------------------------------|-------------------------------------|------------------------|
| << insert milestone description >> | << insert delivery location here >> | << insert date here >> |
| << insert milestone description >> | << insert delivery location here >> | << insert date here >> |

### Reports

During the term of the Contract the Supplier must provide the Customer with reports as set out in the table below:

| Report Type                   | Detailed Description                    | Due Date               |
|-------------------------------|---|------------------------|
| << insert report type here >> | << insert description of report here >> | << insert date here >> |

### Delivery and Acceptance – Additional Instructions

<< insert additional delivery and acceptance instructions here >>

#### A.A.2(f) Meetings

The Supplier will be required to attend meetings as follows:

| Meeting Type                   | Position Required                    | Frequency                   | Mode    | Location                   |
|--------------------------------|--------------------------------------|-----------------------------|---------|----------------------------|
| << insert meeting type here >> | << insert required personnel here >> | << insert frequency here >> | On-site | << insert location here >> |

#### A.A.2(g) Facilities and Assistance Offered by the Customer

<< insert any facilities and assistance you will be providing to the supplier here >>

#### A.A.2(h) Customer Material

<< insert any Customer Material you will be providing to the supplier here >>

## A.A.3 ATM Distribution

### AusTender Distribution

This ATM and any updates are subject to the [AusTender Terms of Use](#). Any updates to this ATM will be distributed via AusTender.

AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to the AusTender Terms of Use. In participating in this ATM process, Potential Suppliers must comply with the AusTender Terms of Use and any applicable instructions, processes, procedures and recommendations as advised on AusTender.

## A.A.4 Lodgement of Responses

### AusTender

Responses must be lodged electronically via AusTender before the Closing Time and in accordance with the Response lodgement procedures set out in this ATM documentation and on AusTender.

All queries for technical or operational support must be directed to the AusTender Help Desk. Contact details are available on the [Contact Us](#) page of the AusTender website.

The Closing Time will be displayed on the relevant AusTender webpage together with a countdown clock that displays, in real time, the time left until Closing Time (for more information refer to [AusTender Terms of Use](#)).

For the purpose of determining whether a Response has been lodged before the Closing Time, the countdown clock will be conclusive.

### Response File Format, Naming Convention and Size

The Customer will accept Responses lodged in the following formats:

- Microsoft Word (.docx)
- Microsoft Excel (.xlsx)
- PDF (.pdf)

The Response file name/s should:

- a) incorporate the Potential Supplier's full legal organisation name; and
- b) reflect the various parts of the bid they represent (where the Response comprises multiple files).

Response files must not exceed a combined file size of 50 megabytes per upload.

Responses must be completely self-contained. No embedded files can be included. No hyperlinked or other material may be incorporated by reference.



## A.A.5 Customer's Contact Officers

### A.A.5(a) ATM Contact Officer

For all matters relating to this ATM, the Contact Officer is:

Name/Position: << insert name and position here >>

Email Address: << insert contact email address here >>

Note: Question Closing Date and Time is set out at item A.A.1 [Key Information and Dates].

### A.A.5(b) Complaints Handling

In the first instance, complaints relating to this ATM should be directed to the ATM Contact Officer or:

|                |                                     |
|----------------|-------------------------------------|
| Name/Position: | << insert name and position here >> |
| Email Address: | << insert email address here >>     |
| Telephone:     | << insert telephone number here >>  |

Please direct all complaints about this procurement, including those raised under [Government Procurement \(Judicial Review\) Act 2018](#) (GPJR Act) to the Customer's ATM Contact Officer or the Complaints contact specified above. Potential Suppliers are reminded that the GPJR Act places time limits on making applications under that Act.

More information on the GPJR Act refer to the Government Procurement (Judicial Review) Act 2018 available at <https://www.legislation.gov.au/Details/C2018A00129>.

## Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

### A.C.1 Intellectual Property

The Supplier owns the Intellectual Property Rights in the Material created under the Contract.

The Supplier grants to the Customer:

- a) a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence to exercise the Intellectual Property Rights in the Material provided under the Contract for any purpose; and
- b) a right to sub-licence the rights in (a) above to third parties, including to the public under an open access or Creative Commons 'BY' licence.

The licence excludes the right of commercial exploitation by the Customer.

The Supplier warrants that it is entitled to grant this licence to the Customer; and that the provision of the Goods and/or Services and any Material by the Supplier under the Contract, and its use by the Customer, in accordance with the Contract, will not infringe any third party's Intellectual Property Rights and Moral Rights.

Intellectual Property Rights in Goods provided under the Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of the Contract.

### A.C.2 Payment Terms

Where the Customer and the Supplier both have the capability to deliver and receive eInvoices through the Peppol framework and have agreed to use eInvoicing, following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

In all other circumstances following receipt of a Correctly Rendered Invoice, including acceptance of the Goods and/or Services by the Customer, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

Where the Customer fails to make a payment to the Supplier by the Business Day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

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 as published on the Australian Taxation Office website [https://www.ato.gov.au/Rates/General-interest-charge-\(GIC\)-rates/](https://www.ato.gov.au/Rates/General-interest-charge-(GIC)-rates/).

### A.C.X << insert other additional contract term heading here >>

<< insert other additional contract term clause here >>

### User Guidance

#### Additional Contract Terms

The Commonwealth Contracting Suite (CCS) Approach to Market (ATM) online smart form enables the user to specify additional terms that will be included in a contract resulting from the ATM. When going through the CCS smart form the user will be prompted to decide whether specific terms need to be included for their procurement. These include:

**Intellectual Property (IP):** - the form will ask if you require an IP clause and if so which of the following scenarios apply to your procurement:

- Will any material developed under the contract require a security classification?
- Will any material developed under the contract contain personal information?
- Does your entity's Intellectual Property Management Policy or AAI require ownership of the Intellectual Property created under the Contract?

The answers to these questions will determine which clause is inserted into your ATM. The clause included on the previous page is applicable if the entity requires ownership of the intellectual property rights.

**Interest on Late Payments:** - Different payment policies apply depending on whether your entity is a Non-corporate Commonwealth Entity (NCE) or a Corporate Commonwealth Entity (CCE). This will be preselected by the smart form depending on your entity. The clause included on the previous page is applicable for an NCE.

**Liability Cap for Supplier:** - You can select to cap Suppliers liability to a defined value based on a formal risk assessment of your procurement.

**Other Specific Contract Terms** – an option is available within the smart form to insert other contract terms if deemed necessary for your specific procurement.

## Commonwealth Approach to Market (ATM) Terms

### A.B.1 Background

1.1 Some terms in this document have been given a special meaning. The meanings are set out either in the Commonwealth Contracting Suite Glossary and Interpretation, the CCS ATM or the draft Commonwealth Contract.

1.2 Any queries or complaints regarding this ATM must be directed to the Customer's relevant contact officer listed in the Statement of Requirement.

1.3 The Customer may:

- a) amend or clarify any aspect of this ATM, prior to the Closing Time, or
- b) suspend the ATM process or issue a Public Interest Certificate prior to Contract execution,

by issuing an addendum to the ATM in the same manner as the original ATM was distributed or, where this is not possible, issuing a notice to all Potential Suppliers.

1.4 No contract will exist until the Contract is executed by the Customer. The Customer, acting in good faith, may discontinue this ATM; decline to accept any Response to this ATM or issue any contract; or satisfy its requirements separately from this ATM process.

1.5 Participation in this process is at the Potential Supplier's risk and cost.

### A.B.2 Precedence of Documents

2.1 If there is inconsistency between any of the parts of this ATM, the following order of precedence will apply:

- a) CCS ATM – Statement of Requirement
- b) CCS ATM Response Form
- c) CCS ATM Annexes (if any)
- d) Commonwealth ATM Terms
- e) Additional Contract Terms (if any)
- f) Commonwealth Contract Terms
- g) draft Commonwealth Contract (if any), and
- h) CCS Glossary and Interpretation,

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

### A.B.3 Referenced Material

3.1 The Customer will make available the Customer's Material (if any)

referenced in this ATM. Potential Suppliers are responsible for obtaining all other Referenced Material (if any).

3.2 Potential Suppliers are responsible for considering Referenced Material in framing their Response.

### A.B.4 Lodging a Response

4.1 By lodging a Response, Potential Suppliers agree:

- a) that their Response is subject to these Commonwealth ATM Terms
- b) that the Response will remain open for acceptance for ninety (90) calendar days from the ATM Closing Time, and
- c) if successful, to sign a Contract which incorporates the Commonwealth Contract Terms.

4.2 When lodging a Response, Potential Suppliers must:

- a) lodge their Response as specified in the Statement of Requirement using the CCS ATM Response Form provided (if any) without changing the structure or formatting of the response form
- b) comply with any conditions for participation and ensure their Response complies with any minimum content and format requirements set out in the Statement of Requirement
- c) ensure the Response is in English, and
- d) ensure that prices quoted:
  - i. are in Australian currency
  - ii. show the GST exclusive price, the GST component (if any) and the GST inclusive price
  - iii. are inclusive of GST and all other taxes, duties (including any customs duties) and any government charges imposed or levied in Australia or overseas, and
  - iv. unless identified in the Potential Supplier's Response, include any and all other charges and costs and be the maximum payable by the Customer under the Contract.

4.3 The Customer may decline to consider a Response that is unable to be read or contains alterations, erasures,

illegibility, ambiguity or incomplete details.

- 4.4 Potential Suppliers may submit Responses for alternative methods of addressing the Customer's Requirement described in this ATM, where the option to do so was stated in the ATM or agreed in writing with the Customer prior to the Closing Time. Potential Suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

- 4.5 Potential Suppliers and their officers, employees, agents, advisors and proposed subcontractors 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.

- 4.6 The Customer will only extend the Closing Time in exceptional circumstances and, if extended, the extension will apply equally to all Potential Suppliers. The 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 Customer's mishandling.

- 4.7 Prior to execution of a contract, the 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 Customer will treat all

Potential Suppliers equitably and not allow any

Potential Supplier to substantially alter their Response.

- 4.8 If any Conflicts of Interest arise during the evaluation period, Potential Suppliers must notify

the Customer immediately and comply with any reasonable directions issued by the Customer. All communications must be confirmed in writing.

### A.B.5 Evaluation

- 5.1 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.

- 5.2 The Customer will exclude from consideration any Response that does not meet the minimum content and format requirements and the conditions for participation (if any) as set out in the Statement of Requirement.

- 5.3 The criteria for evaluation are the:

- a) extent to which the Potential Supplier's Response meets the Customer's Requirement set out in this ATM
- b) extent to which the Potential Supplier demonstrates its capability and capacity to provide the Requirement, and
- c) whole of life costs to be incurred by the Customer. Evaluation will take account of the quoted price and any costs that the Customer will incur as a result of accepting the Potential Supplier's Response.

- 5.4 Unless stated otherwise in the Approach to Market documentation, the above three (3) criteria for evaluation will be of equal importance.

- 5.5 The Customer may at any time exclude a Response from consideration if the Customer considers that the Response is clearly not competitive.

- 5.6 Potential Suppliers should note that the Commonwealth's *Indigenous Procurement Policy* (IPP) will 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 <https://www.niaa.gov.au/indigenoussafairs/economic-development/indigenousprocurement-policy-ipp>.

- 5.7 If requested by the Customer, the Potential Supplier must be able to demonstrate its ability to remain viable for the duration of the Contract and must promptly provide the Customer with such information or

documentation as the Customer reasonably requires.

- 5.8 The Customer reserves the right to contact the Potential Supplier's referees, or any other person, directly and without notifying the Potential Supplier.
- 5.9 The Customer will notify all Potential Suppliers of the final decision and, if requested, will debrief

Potential Suppliers following award of the Contract.

### A.B.6 Reporting Requirements

- 6.1 Potential Suppliers acknowledge that the Customer is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.
- 6.2 Without limiting the Customer's right to disclose other information, for any contracts awarded, the Customer may publicly disclose the Supplier's name, postal address and other details about the Contract, including contract value.
- 6.3 Potential Suppliers acknowledge that the Customer may disclose the names of any Subcontractors engaged in respect of the Contract. Potential Suppliers should also note the requirements of the *Freedom of Information Act 1982* (Cth).

### A.B.7 Confidentiality of Potential Supplier's Information

- 7.1 Subject to this clause A.B.7, the Customer will treat all Responses as confidential before and after the award of a Contract.
- 7.2 Potential Suppliers should note that, if successful, parts of their Response may be included in a subsequent Contract. Potential Suppliers must identify and justify any aspects of their Response or the proposed Contract that they consider should be kept confidential.
- 7.3 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. In the absence of such an agreement, Potential Suppliers acknowledge that the Customer has the right to publicly disclose the information.

### A.B.8 Criminal Code

- 8.1 Potential Suppliers acknowledge that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth).
- 8.2 Potential Suppliers must ensure that any intended Subcontractors participating in the Potential Supplier's Response are aware of the information in this clause.

### A.B.9 Personal Information

- 9.1 Potential Suppliers agree to provide the Customer, or its nominee, relevant Personal Information relating to the Potential Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security breach relating to this ATM. When providing Personal Information to the Customer, the Potential Supplier warrants that they will have obtained consent or provided reasonable notification in accordance with the *Privacy Act 1988* (Cth).

### A.B.10 Compliance with the Commonwealth Supplier Code of Conduct

- 10.1 If requested by the Customer, Potential Suppliers should provide information in their Response demonstrating that they have the appropriate policies, frameworks, or similar, in place to comply with the Code.
- 10.2 The Customer may take into account a Potential Supplier's ability to comply with the Code in evaluating the Potential Supplier's Response.



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## Commonwealth Contracting Suite Glossary and Interpretation

### Glossary

In the Commonwealth Contracting Suite (CCS):

**“Additional Contract Terms”** means the terms and conditions set out in the section of the Approach to Market, RFQ or the Contract as relevant with the heading ‘Additional Contract Terms’.

**“Additional DoSO Terms”** means the terms and conditions set out in the section of the DoSO with the heading ‘Additional DoSO Terms’.

**“Approach to Market”** or **“ATM”** means the notice inviting Potential Suppliers to participate in the relevant procurement.

**“Business Days”** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

**“Closing Time”** means the closing time and date as specified in the Approach to Market.

**“Commonwealth Contracting Suite”** or **“CCS”** means the suite of proprietary documents developed for Commonwealth procurements.

**“Commonwealth Procurement Rules”** means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

**“Commonwealth Supplier Code of Conduct”** or **“Code”** means the Commonwealth Supplier Code of Conduct, as published on 1 July 2024, as updated from time to time.

- a) **“Confidential Information”** means all forms of information that: is designated either specifically or generally as confidential in the Contract or DoSO, or
- b) is designated by its owner as confidential or which the other party knows, or ought to know is confidential (provided that, if it is the Supplier’s information, it meets all four (4) criteria of the Confidentiality Test published on the Department of Finance website and the Customer agrees in writing to treat the information as confidential).

**“Conflicts of Interest”** means any real or apparent situation where the personal interests of the Supplier, its officers, employees, agents or Subcontractors could improperly influence the Supplier’s performance of the Contract or DoSO as relevant.

**“Contract”** means the documents (specified in the Commonwealth Contract Terms or the Commonwealth Purchase Order Terms as relevant) as executed or amended from time to time by agreement in writing between the Supplier and the Customer.

**“Contract Details Schedule”** means the section in a Contract issued under the DoSO with the heading ‘Contract Details Schedule’.

**“Contract Manager”** means the **‘Contract Manager’** for the Customer or Supplier representative (as relevant) specified in the Contract.

**“Contract Price”** means the maximum contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

**“Correctly Rendered Invoice”** means an invoice that:

- a) is correctly addressed and includes any purchase order number or other Customer reference advised by the Customer’s Contract Manager and the name and specified contact details of the Customer’s Contract Manager
- c) relates only to the Goods and/or Services that have been accepted by the Customer in accordance with the Contract or a payment or milestone schedule identified in the Contract
- d) is correctly calculated and charged in accordance with the Contract

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is for an amount which, together with previously Correctly Rendered Invoices, does not exceed the Contract

Price, and e) is a valid tax invoice in accordance with the GST Act.

**“Customer”** means the party specified in the Contract as the Customer.

**“Deed of Standing Offer”** or **“DoSO”** means the documents (specified in the Commonwealth DoSO Terms) as executed or amended by agreement in writing between the Lead Customer and the Supplier.

**“Delivery and Acceptance”** means the process by which Goods and/or Services are delivered to the Customer and accepted by the Customer as meeting the terms specified in the Contract.

**“DoSO Manager”** means the ‘DoSO Manager’ for the Lead Customer or Supplier representative (as relevant) specified in the DoSO.

**“Electronic invoicing”** or **“eInvoicing”** means the automated exchange of invoices directly between the Customer and Supplier’s software or financial systems via the Peppol network, as long as both Parties are Peppol eInvoicing enabled.

**“Eligible Data Breach”** means an ‘Eligible Data Breach’ as defined in the *Privacy Act 1988* (Cth).

**“End Date”** means the date specified in the Contract or DoSO (as relevant) on which the agreement ceases.

**“Fraud”** means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means and includes alleged, attempted, suspected or detected fraud.

**“General Interest Charge Rate”** means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day.

**“Goods and/or Services”** means:

- a) the Goods and/or Services and any Material, and
- b) all such incidental Goods and/or Services that are reasonably required to achieve the Requirement of the

Customer, as specified in the Contract and, where relevant, offered under a Standing Offer Arrangement.

**“GST”** means a Commonwealth goods and services tax imposed by the GST Act.

**“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**“Indigenous Procurement Policy”** means the procurement connected policy as described at the National Indigenous Australians Agency website <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy>.

**“Intellectual Property Rights”** means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, databases, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

**“Lead Customer”** means the party specified in the DoSO as the Lead Customer.

**“Material”** means any material used or brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

**“Moral Rights”** means the rights in Part IX of the *Copyright Act 1968* (Cth), including the right of attribution, the right against false attribution and the right of integrity.

**“Notice”** means an official notice or communication under the Contract or DoSO (as relevant) in writing, from one Contract or DoSO Manager to the other Contract or DoSO Manager (as the case may be), at the postal address, or email address, or facsimile number set out in the Contract or DoSO or as notified by the relevant Party.

**“Peppol”** means the Pan-European Public Procurement On-Line framework as described at the Australian Taxation Office website <https://softwaredevelopers.ato.gov.au/eInvoicing>.

**“Party”** or **“Parties”** means (as relevant) the Customer and Supplier specified in the Contract or the Lead Customer and Supplier specified in the DoSO.



## Approach to Market (ATM) – Goods and Services

**“Personal Information”** means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

**“Potential Customer”** means an Australian Government entity that is identified within the DoSO as being able to use the Standing Offer Arrangement.

**“Potential Supplier”** means any entity who is eligible to respond to an ATM.

**“Pricing Schedule”** means a schedule of maximum pricing rates that a Supplier can offer in an RFQ for Goods and/or Services as set out in the DoSO.

**“Public Interest Certificate”** means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

**“Referenced Material”** means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

**“Request for Quote” or “RFQ”** means any notice inviting quotations to provide specific Goods and/or Services under the DoSO.

**“Required Capabilities”** means:

- a) in the DoSO ATM, the description of the Lead Customer’s required Goods and/or Services. These may be categorised into several descriptions of Required Capabilities.
- b) in the DoSO, the description of the Goods and/or Services that a Supplier is approved to offer.

**“Requirement”** means the description of the Goods and/or Services in:

- a) for the purposes of the Commonwealth ATM Terms, the section of the Approach to Market with the heading ‘The Requirement’
- b) for the purposes of the Commonwealth Contract Terms, the section of the Contract with the heading ‘The Requirement’, or
- c) for the purposes of the Commonwealth Purchase Order Terms, the Customer’s purchase order or similar ordering document setting out the Goods and/or Services.

**“Response”** means information provided by a Potential Supplier or Supplier demonstrating their capacity and capability to:

- a) provide the Requirement under the ATM or Request for Quote,
- c) or meet a Required Capability under the DoSO ATM.

**“Significant Event”** means:

- a) any adverse comments or findings made by a court, commission, tribunal or other statutory or professional body regarding the conduct or performance of the Supplier or its officers, employees, agents or Subcontractors that impacts or could be reasonably perceived to impact on their professional capacity, capability, fitness or reputation, or
- c) any other significant matters, including the commencement of legal, regulatory or disciplinary action involving the Supplier or its officers, employees, agents or Subcontractors, that may adversely impact on compliance with Commonwealth policy and legislation or the Commonwealth’s reputation.

**“Specified Personnel”** means personnel specified in the Contract, or who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].

**“Standing Offer Arrangement”** means the DoSO arrangement, any Contract that is executed under the DoSO and any other document that applies to it.

**“Standing Offer Details”** means the section of the DoSO with the heading ‘Standing Offer Details’.

**“Statement of Requirement”** means the section of the Approach to Market with the heading ‘Statement of Requirement’.

**“Statement of Work”** means the section or schedule of the Contract (as the case may be) with the heading ‘Statement of Work’.

**“Subcontractor”** means an entity contracted by the Supplier to supply some or all of the Goods and/or Services required under the Contract.

**“Supplier”** means a party specified in the Contract or the DoSO as the Supplier.

### INTERPRETATION

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## Approach to Market (ATM) – Goods and Services

In the Commonwealth Contracting Suite, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words ‘including’, ‘such as’, ‘particularly’ and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or reenactment of that legislation or legislative provision
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer, and
- g) the following clause references used in Commonwealth Contracting Suite documents refer to that section or part of the relevant CCS document listed in the table below:

| Clause Reference | Section / Part                              | CCS Document                      |
|------------------|---|-----------------------------------|
| A.A.[x]          | Statement of Requirement                    | CCS Approach to Market (ATM)      |
| A.B.[x]          | Commonwealth Approach to Market (ATM) Terms |                                   |
| A.C.[x]          | Additional Contract Terms                   |                                   |
| C.A.[x]          | Statement of Work                           | Commonwealth Contract             |
| C.B.[x]          | Additional Contract Terms                   |                                   |
| C.C.[x]          | Commonwealth Contract Terms                 |                                   |
| P.C.[x]          | Commonwealth Purchase Order Terms           | Commonwealth Purchase Order Terms |
| D.A.[x]          | CCS DoSO ATM                                | CCS Deed of Standing Offer (DoSO) |
| D.B.[x]          | Commonwealth DoSO ATM Terms                 |                                   |
| D.C.[x]          | DoSO ATM Response Form                      |                                   |
| D.D.[x]          | CCS DoSO                                    |                                   |
| D.D.3(x)         | Additional DoSO Terms                       |                                   |
| D.E.[x]          | Commonwealth DoSO Terms                     | CCS DoSO RFQ and Contract         |
| R.A.[x]          | Schedule 1 - Statement of Work              |                                   |
| R.B.[x]          | Schedule 2 - Additional Contract Terms      |                                   |
| R.C.[x]          | Schedule 3 - Supplier's Response Form       |                                   |
| R.D.[x]          | Contract Details Schedule                   |                                   |

SAMPLE

## INSTRUCTIONS FOR POTENTIAL SUPPLIER

### 1. Before you start

- a) This Response is not an offer for work.
- b) Read the all documentation provided by the Customer and distributed with this Response form and decide whether your organisation has the **necessary skills and experience** to meet the Customer's requirement.
- c) Do not proceed further if:
  - i. your organisation cannot agree to the Commonwealth Contract Terms, available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>. These terms are non-negotiable and will form part of the Contract if you are successful in this ATM process.
  - ii. your organisation does not meet and/or agree to the Minimum Content and Format Requirements and the Conditions for Participation (if any), set out at item A.A.1 [Key Information and Dates], as failure to do so will mean your response cannot be considered.
  - iii. your organisation is a **trust** where the Trustee is not empowered to sign contracts on behalf of the Trust. Before proceeding, contact the Customer's ATM Contact Officer at item A.A.5(a) [ATM Contact Officer].
  - iv. you are an **Individual** without an ABN and you do not meet the Australian Taxation Office's (ATO) definition of an independent contractor available at: <https://www.ato.gov.au/business/employee-or-contractor/how-to-work-it-out--employee-or-contractor>. Before proceeding, contact the ATM Contact Officer set out at item A.A.5(a) [ATM Contact Officer] to seek advice.
- d) The Customer will evaluate all valid Responses received by the ATM Closing Time [Item A.A.1] that meet the Minimum Content and Format Requirements and the Conditions for Participation (if any), to determine which Potential Supplier has proposed the best value for money outcome for the Customer. Responses will be evaluated as per the criteria set out at Clause A.B.5 [Evaluation].
- e) Participation in this ATM is at your organisation's risk and cost. **Please note** this is a competitive process and your organisation may incur costs in responding. If you are unsuccessful, you will be unable to recoup these costs.

### 2. Format Requirements

- a) You **MUST** use this form (CCS ATM Response Form) to submit your Response, which **MUST** comply with the Commonwealth ATM Terms, available at: <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>.
- b) As this form is set out to facilitate the evaluation of responses, Potential Suppliers are to use the form as provided and are **not permitted to make any changes to the structure or formatting of the document**.

### 3. Guidance for completing your Response

- a) **Specific questions** about this ATM **must** be directed to the ATM Contact Officer set out at Item A.A.5(a) [ATM Contact Officer] before Question Closing Date and Time set out at item A.A.1 [Key Information and Dates].
- b) In preparation of this Response, **please note** the Commonwealth Indigenous Procurement Policy (IPP) available at: <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp> may apply to the Customer in respect of this procurement. During evaluation of responses, the Customer may consider the Supplier's ability to assist the Customer to meet its IPP obligations.

## Approach to Market (ATM) – Goods and Services

- c) Ensure your Response is as concise as possible while including all information that your organisation wants the evaluation team to consider. Do not include general marketing material or assume that the evaluation team has any knowledge of your organisation's capabilities or personnel.
- d) Do not include pricing in any other part of your response except in the relevant Pricing Schedule.
- e) The successful Supplier will have demonstrated its ability to provide the best value for the Customer. This will not necessarily be the lowest price.
- f) **Submit** the form as required by Item A.A.4 [Lodgement of Responses].
- g) If your organisation is **unsuccessful** with this Response, you may request a debrief to assist with future responses. The ATM Contact Officer set out at Item A.A.5(a) [ATM Contact Officer] can arrange this for you.

### Drafting Note:

**Before** you finalise and submit your Response, please **delete** all Drafting Notes, including this entire section [Instructions for Potential Suppliers].

Do not type any information within the drafting note guidance tables as any drafting notes remaining in your Response may be removed by the Customer prior to evaluation.

## Response to Approach to Market

to establish

Contract for << insert title of proposed contract here >>

ATM Reference ID: << insert entity reference here >>

|   |   |
|---|---|
| This Response will be prepared and lodged in accordance with the Minimum Content and Format requirements as set out in A.A.1 [Key Information and Dates]. | <input type="checkbox"/> <b>Yes</b><br><input type="checkbox"/> <b>No:</b> Do not proceed as your Response will not be eligible for further consideration                               |
| This Response will demonstrate our ability to meet the Conditions for Participation as set out in A.A.1 [Key Information and Dates].                      | <input type="checkbox"/> <b>Yes</b><br><input type="checkbox"/> <b>No:</b> Do not proceed as your organisation will not have the ability to fulfil the requirements of the procurement. |

### Potential Supplier's Contact Officer

For all matters relating to this Response, the Potential Supplier's Contact Officer is:

|                          |  |
|--------------------------|--|
| Potential Supplier Name: |  |
| Contact Name:            |  |
| Position:                |  |
| Telephone:               |  |
| Email Address:           |  |
| Postal Address:          |  |

## Part 1 – Potential Supplier's Details

### Drafting Note:

The following details will appear in the Contract should your Response be successful. The details you provide should be for the legal organisation that would be the Supplier under the Contract.

### 1.1 Potential Supplier's Details

|  |  |
|--|--|
| Organisation's Full Legal Name:  | <b>Drafting Note:</b><br>Insert your organisation's full legal name. If your organisation is successful in this ATM process, this will be the name of the Supplier for the Contract.   |
| Legal Entity Type:   | <input type="checkbox"/> Individual/Sole Trader<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Company<br><input type="checkbox"/> Sole Director Company<br><input type="checkbox"/> Trust ( <b>see note below</b> )<br><input type="checkbox"/> Educational Institution ( <b>see note below</b> )<br><input type="checkbox"/> Other (please state):  |
| <b>NOTE FOR TRUSTS:</b> If the Potential Supplier is <b>trading as a trust</b> , please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Response.                         |  |
| <b>NOTE FOR EDUCATIONAL INSTITUTIONS:</b> If your Response is successful, prior to entering a Contract you will be required to provide details of any enabling legislation as well as details of any delegations or other authorisations that are relevant to the execution of a contract. |  |
| Potential Supplier Entity's Country of Tax Residency:<br><br>[This row will only be included if the estimated maximum value of the procurement is greater than \$200,000 (GST inclusive) – delete this highlighted text when finalising ATM documentation.]                                | <b>Drafting Note:</b><br>Insert your organisation's country of tax residency. Information to assist you to identify this information is available at <a href="https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures">https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures</a><br><br>[Guidance for Commonwealth officials: <a href="https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures">https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures</a> – delete this highlighted text when finalising ATM documentation.] |
| Potential Supplier's Ultimate Parent Entity's Country of Tax Residency:<br><br>[This row will only be included if the estimated maximum value of the procurement is greater than \$200,000 (GST inclusive) – delete this highlighted text when finalising ATM documentation.]              | <b>Drafting Note:</b><br>Insert your organisation's ultimate parent entity's country of tax residency (if different from above).<br>Complete with "AS ABOVE" if same as your organisation's country of tax residency.<br><br>[Guidance for Potential Suppliers: <a href="https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures">https://treasury.gov.au/policy-topics/taxation/country-tax-residency-disclosures</a> – delete this highlighted text when finalising ATM documentation.]   |

## Approach to Market (ATM) – Goods and Services

|   |  |
|---|--|
| Australian Business Number (ABN):         | <b>Drafting Note:</b><br>If the Potential Supplier is an entity registered on the Australian Business Register, then the ABN used by the business must be given.   |
| Australian Company Number (ACN):          | <b>Drafting Note:</b><br>If the Potential Supplier is an Australian company, then the ACN must be given.   |
| Australian Registered Body Number (ARBN): | <b>Drafting Note:</b><br>If the Potential Supplier's business is an entity registered on the business names register kept under the law of a State or Territory of Australia, then each ARBN used by the business must be given in respect of each State or Territory of registration. |
| Registered Address:                       | <b>Drafting Note:</b><br>Insert the supplier's main business address as registered with the Australian Business Register.  |

### 1.2 Previous Judicial Decisions

|  |  |
|--|--|
| Has your organisation, or where relevant any of its directors, ever had a judicial decision against them (not including decisions under appeal) relating to employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe? | <input type="checkbox"/> Yes, <b>see below.</b><br><input type="checkbox"/> No   |
| <b>If yes</b> , what was the date of discharge?<br><br><i>The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).</i>         | (DD/MM/YYYY)<br><br><i>Note: The Customer cannot enter a contract with a supplier who has an undischarged judicial decision relating to employee entitlements.</i> |

### 1.3 Workplace Gender Equality

|   |  |
|---|--|
| Is your organisation classified as a 'relevant employer' under the <a href="https://www.wgea.gov.au/about">Workplace Gender Equality Act 2012</a> (the WGE Act)? See <a href="https://www.wgea.gov.au/about">https://www.wgea.gov.au/about</a>  | <input type="checkbox"/> Yes, I am a relevant employer<br><input type="checkbox"/> No, I am not a relevant employer          |
| <b>If yes</b> , you are required to provide a current letter of compliance with the WGE Act prior to entering into a contract. Have you provided a letter of compliance with this Response?   | <input type="checkbox"/> Yes<br><input type="checkbox"/> No, I will provide a current letter of compliance prior to contract |
| <b>NOTE:</b> If the Potential Supplier is successful in this ATM process and where the Supplier is a relevant employer under the WGE Act, the Supplier <b>must</b> provide evidence that it complies with its obligations under the WGE Act <b>before</b> commencement of any Contract and, if the term is more than 18 months, within 18 months of commencement and annually thereafter for the duration of the Contract.<br><br>If the Supplier becomes non-compliant with the WGE Act during the course of the Contract, the Supplier must notify the Customer's Contact Manager in writing within 10 Business Days. Compliance with the |  |



WGE Act does not relieve the Supplier from its responsibilities to comply with its obligations under the Contract.

### 1.4 Indigenous Businesses

|   |  |
|---|--|
| <p>Is your organisation:</p> <ul style="list-style-type: none"><li>• 50% or more Indigenous owned?</li><li>• a joint venture that is 50% or more indigenous owned which can demonstrate equal indigenous representation and involvement in the management of the joint venture?</li></ul> | <p><input type="checkbox"/> Yes – <b>see question below.</b></p> <p><input type="checkbox"/> No – proceed to section 1.5.</p>          |
| <p>Is your organisation registered on Supply Nation?</p>  | <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No – see note below</p> <p><input type="checkbox"/> Not Applicable</p> |
| <p><b>NOTE:</b> Please provide a certificate or letter from a recognised Indigenous organisation such as Land Council, Indigenous Chamber of Commerce or Office of the Registrar of Indigenous Corporations verifying Indigenous ownership.</p>   |  |

## 1.5 Potential Supplier's Contract Manager

**Drafting Note:**

Provide details for the person you propose will be the Contact Manager if your Response is successful and your organisation is awarded a contract.

For matters relating to the proposed Contract, the Potential Supplier's Contract Manager will be:

|                 |  |
|-----------------|--|
| Name:           |  |
| Position Title: |  |
| Telephone:      |  |
| Mobile:         |  |
| Email Address:  |  |
| Postal Address: |  |

## 1.6 Potential Supplier's Address for Notices (if different from the Contract Manager)

**Drafting Note:**

Complete with "AS ABOVE" if same as Contact Manager.

|                 |  |
|-----------------|--|
| Name:           |  |
| Position Title: |  |
| Email Address:  |  |
| Postal Address: |  |

## Part 2 – Executive Summary

### 2.1 Executive Summary of Potential Supplier's Proposal

**Drafting Note:**

You may find it useful to complete this section after you have completed your response.

Provide a brief (less than one page) summary of your Response highlighting its key features. The Executive Summary should not merely replicate information provided elsewhere in your Response. This section brings together all aspects of your proposal and is your opportunity to “sell” its unique features.

### 2.2 Conditions for Participation

**Drafting Note:**

Respond to the Conditions for Participation here. **Do not** proceed further if you cannot meet the Conditions for Participation as your Response cannot be considered. The Customer will exclude from consideration any Response that does not meet the Conditions for Participation.

Include a statement about how your organisation meets the Conditions for Participation (if any) detailed at D.A.1 [Key Information and Dates].

If no Conditions for Participation specified, include the words: No Conditions for Participation specified.

## Part 3 – Ability to Meet the Requirement

### 3.1 Detailed Proposal to Meet the Customer's Requirement

#### Drafting Note:

Your response should address each aspect of the Statement of Requirement and explain/demonstrate how your response/solution meets the Requirement.

Provide a detailed description of your proposal to supply the Customer's Requirement, including any delivery methodology. This is your opportunity to convince the evaluation team that your organisation understands the Requirement and can deliver it to a high standard. Do not provide general marketing material.

Highlight your competitive advantage as well as special or unique features of your proposal. Depending on the Requirement, your response may propose a detailed project plan including project milestones and completion dates, timeframes, quality standards or performance indicators. It may also detail critical issues or key delivery risks of which the Customer should be aware.

If meeting the Customer's Requirement involves reporting, travel or attendance at meetings, you should clearly identify how you will meet these requirements, including details of personnel involved. Do not include any pricing or pricing information in Part 3. You should ensure that you clearly address any costs in your response to Part 5.

Do not rely on your organisation's reputation. The evaluation team can only consider information you provide in this submission.

#### a) Commonwealth Supplier Code of Conduct

#### Drafting Note:

Where requested by the Customer at A.A.2(a), provide information demonstrating that you have appropriate policies, frameworks, or similar, in place to comply with the Commonwealth Supplier Code of Conduct. While you may include general information, try and focus your response to any specific aspects of the Code identified and any specific information requested above.

If A.A.2(a) does not specify compliance information, type "Not Applicable" below.

|  |   |
|--|---|
| Has the Potential Supplier ever been investigated for a potential breach, or has been found to have actually breached, the Commonwealth Supplier Code of Conduct in connection with a Commonwealth contract? | <input type="checkbox"/> Yes, see below.<br><input type="checkbox"/> No |
| If yes, provide further details:   |   |

#### b) Standards

**Drafting Note:**

Provide full details and evidence of compliance with all applicable Australian standards, and any Australian and international standards and requirements specified in The Requirement. Potential Suppliers are encouraged to demonstrate how any standard(s) are proposed to be specifically used in the delivery of the goods/services (i.e. provide evidence that demonstrates how your organisation complies with applicable standards in the context of the requested goods/services and attach supporting evidence as necessary).

Where you do not propose to comply with a standard which has been included in The Requirement, propose an alternative standard and justify your reasons. Where no standard has been specified, list any applicable standards with which you propose to comply.

Type "Not Applicable" below if no standards apply.

SAMPLE

## Part 4 – Potential Supplier’s Demonstrated Capability and Capacity

### 4.1 Statement of Skills and Experience

**Drafting Note:**

This section should be used to demonstrate to the evaluation team your organisation’s proven capability and capacity to meet the Customer’s Requirement to a high standard and consistent quality. You should highlight your organisation’s capacity and any unique capabilities that provide it with a competitive advantage.

Provide clear, concise description of your organisation’s relevant skills and experience to deliver the Requirement.

Depending on the Requirement, this could include a detailed description of recent relevant experience in successfully supplying a similar requirement. It could also include your organisation’s expertise in this field, brief information on relevant personnel (highlighting relevant expertise and experience), details of relevant intellectual property or unique products used.

Do not include any pricing or pricing information in this Part. All pricing information should be included in Part 5.

### 4.2 Specified Personnel

**Drafting Note:**

Only propose Specified Personnel where your proposal has referenced the skills of specific personnel and you reasonably expect them to perform the roles nominated. Include their role, the percentage of the project they will complete, and if relevant, their current Commonwealth Government security clearance. Add extra lines to the table as required.

You may also attach brief supporting information specific to the requirement including tailored CVs for Specified Personnel.

Where there are a number of staff who could perform a particular role, include details of the position/role and the percentage of project time which this role will perform. In these circumstances it would not be necessary to name the person.

Include details for subcontractor personnel if applicable. You will need to give additional details for subcontractors in the next section.

If no Specified Personnel are proposed, insert “Not Applicable”.

| Name                 | Position/Role | Current Security Clearance Level <sup>#</sup> | Percentage of Total Project Time |
|----------------------|---------------|---|----------------------------------|
|                      |               |   |                                  |
|                      |               |   |                                  |
| Total personnel time |               |   | 100%                             |

<sup>#</sup> if requested at A.A.2(b)

## 4.3 Subcontractors

### Drafting Note:

The Customer may be required to publicly disclose information about subcontractors. Provide details for each subcontractor organisation you will use below.

In support of the Indigenous Procurement Policy (<https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>), also highlight any Indigenous subcontractors you are proposing to use, or any Indigenous staff who will work on the project.

If no subcontractors are proposed insert “Not Applicable”

|  |  |
|--|--|
| Full Legal Name:   |  |
| Postal Address:  |  |
| ABN/ACN/ARBN:  |  |
| Is this subcontractor registered on Supply Nation or 50% or more Indigenous owned? |  |

### a) Scope of Works to be Subcontracted

### Drafting Note:

If no subcontractors are proposed insert “Not Applicable”.

Provide details of the roles (or specific parts of the contract) each subcontractor will perform.

The Supplier is solely responsible for all obligations under the Contract, including subcontractor performance and management. The Supplier must ensure that any subcontract arrangement that is entered into imposes necessary obligations on the subcontractor.

If you are intending to include subcontractors, read and understand your obligations under the Commonwealth Contract Terms, Subcontracting [Clause C.C.10], Relationship of the Parties [Clause C.C.2], Compliance with the Laws and Policy [Clause C.C.21] specifically relate to subcontractors.

## 4.4 Conflicts of Interest

### Drafting Note:

Commonwealth officials have an obligation to disclose Conflicts of Interest under section 29 of the [Public Governance, Performance and Accountability Act 2013](#) (Cth). Suppliers to Commonwealth entities need to assist the Commonwealth to meet its obligations by complying with the same standard of conduct.

Conflicts can be real or apparent. The perception of a conflict can be just as damaging to the public's confidence in public administration as an actual conflict based on objective facts.

Provide full details of any Conflicts of Interest (if any) that could arise as a result of entering into the Contract with a Customer and propose a strategy to manage the conflict. For complex issues, you may choose to attach a Conflict of Interest Management Plan detailing your proposed approach.

After this response is submitted, Potential Suppliers must report any Conflicts of Interest that may have arisen or been identified during the evaluation period to the Customer without delay.

If no Conflicts of Interest were identified, type "Nil".

The Potential Supplier has identified the following potential Conflicts of Interest and management strategies:

| Details | Management Strategy |
|---------|---------------------|
|         |                     |
|         |                     |

## 4.5 Referees

### Drafting Note:

Provide daytime contact details for three (3) referees who can attest to your capacity to meet the Requirement. You may prefer to include details of referees for Specified Personnel. A reference is stronger if your organisation and/or Specified Personnel has recently provided the referee with similar goods/services. It is good practice to ensure that nominated referees are aware they may be contacted.

Note clause A.B.5 [Evaluation]: The Customer reserves the right to contact any referees, or any other person, directly and without notifying the Potential Supplier.

| Referee Name | Position | Organisation | Phone Number | Email Address |
|--------------|----------|--------------|--------------|---------------|
|              |          |              |              |               |
|              |          |              |              |               |
|              |          |              |              |               |



## 4.6 Pre-existing Intellectual Property of Potential Supplier

### Drafting Note:

List your pre-existing Intellectual Property (if any) noting that:

*The Supplier grants to, or in the case of Third-Party Material, must obtain for, the Customer a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence (including the right to sub-licence) to exercise the Intellectual Property Rights in all Pre-existing Material and Third- Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.*

If no pre-existing Intellectual Property is proposed insert “Not Applicable”.

## 4.7 Confidentiality of Potential Supplier’s Information

### Drafting Note:

Identify any information in your Response, or the proposed Contract, which you consider should be kept confidential, with reason(s).

The Customer will only agree to treat information as confidential in cases that meet the Commonwealth’s guidelines and which the Customer considers appropriate. If the Customer does not agree that the information meets the guidelines to be treated as confidential, the Customer has the right to disclose any information contained in the Contract.

Information to assist you to assess whether the Customer is able to treat particular information as confidential is available at: <https://www.finance.gov.au/publications/resource-management-guides/procurement-publishing-and-reporting-obligations-rmg-423>.

If none, type “Not Applicable”.

Add extra lines to the table as required.

The Potential Supplier has assessed that the commercial information in the table below meets the requirements available at <https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality> and is seeking that information be kept confidential.

| Information to be kept Confidential | Reasons for Confidentiality Request |
|-------------------------------------|-------------------------------------|
|                                     |                                     |
|                                     |                                     |

## 4.8 Proven Ability to Meet Regulatory Considerations

### Drafting Note:

Suppliers are expected to comply with all laws applicable to the performance of the Contract and any Commonwealth policies relevant to the Requirement.

Provide a brief statement of how you propose to comply with all relevant regulations, including but not limited to any Work Health and Safety requirements.

### 4.9 Sustainability Considerations

#### Drafting Note:

The Australian Government has a commitment to sustainable procurement practices. Sustainable procurement aims to reduce adverse social, environmental and economic impacts of purchased goods and services throughout their life.

Provide a brief statement of how your organisation intends to provide sustainable procurement benefits. You may also wish to include information about how your organisation implements the principles of sustainable procurement within your organisation's supply chain.

Potential Suppliers are encouraged to refer to the [Sustainable Procurement Guide](#) in forming their Response.

### 4.10 Additional Information

#### Drafting Note:

Any information included here should be relevant to this proposal and should be as concise as possible.

To facilitate the Customer's reporting responsibilities under the Indigenous Procurement Policy, if you are an Indigenous business, have Indigenous employees, or are proposing Indigenous subcontractors you should highlight that information here and explain how you will report the ongoing participation of Indigenous people in fulfilling the proposed Contract.

To facilitate the Customer's reporting responsibilities, if you are a business that primarily exists to provide the services of persons with a disability highlight that information here and explain how you will report ongoing participation of disabled people in fulfilling the proposed Contract.

The Commonwealth's Fraud Control Framework requires the Customer to manage risk of fraud and corruption as part of contracting and procurement activities. You should include details of controls (if any) you will have in place to prevent fraud and corruption against the Commonwealth.

This section should **NOT** be used to include generic marketing information that is not specific to the Requirement.

## Part 5 – Total Costs to be incurred by the Customer

### Drafting Note:

The information you provide in this section will be used to assess the total costs the Customer will incur under your proposal.

### 5.1 Pricing

#### Fixed Price (including all expenses)

### Drafting Note:

Complete the following table including fixed prices for each item. Fixed prices must include taxes, duties and other government charges which may be imposed or levied in Australia and overseas, and all other costs associated with providing the services, including delivery fees where applicable.

Make sure you include, costs of any reporting and attending necessary meeting as well as any travel, accommodation and associated costs.

Add additional lines to the table as required.

| Due Date                    | Item Description | Quantity | Unit Price<br>GST<br>Exclusive | Total Price<br>GST<br>Exclusive | GST<br>Component | Total Price<br>GST Inclusive |
|-----------------------------|------------------|----------|--------------------------------|---------------------------------|------------------|------------------------------|
|                             |                  |          |                                |                                 |                  |                              |
|                             |                  |          |                                |                                 |                  |                              |
|                             |                  |          |                                |                                 |                  |                              |
|                             |                  |          |                                |                                 |                  |                              |
|                             |                  |          |                                |                                 |                  |                              |
| Total Fixed Price for Goods |                  |          |                                |                                 |                  |                              |

| Due Date                       | Milestone Description | Total Price<br>GST Exclusive | GST<br>Component | Total Price<br>GST Inclusive |
|--------------------------------|-----------------------|------------------------------|------------------|------------------------------|
|                                |                       |                              |                  |                              |
|                                |                       |                              |                  |                              |
|                                |                       |                              |                  |                              |
|                                |                       |                              |                  |                              |
|                                |                       |                              |                  |                              |
| Total Fixed Price for Services |                       |                              |                  |                              |

## Adjustment to Fixed Pricing for Contract Variation/Extension

### Drafting Note:

Explain how the above pricing would be adjusted, if a contract variation (for either an increase or decrease in the Requirement) was requested.

For example, if the contract is for a one-year period, what would the rates be in the second year? If the quantity of goods increased or decreased what would be the effect on price?

## 5.2 Proposed Payment Schedule

### Drafting Note:

Complete the table below if you propose that progress payments be made.

Do not propose a payment schedule that reflects more than the value of the milestones or deliverables you have delivered at any stage.

This payment schedule is for the Fixed Fees and Charges portion of the arrangement only. Variable costs will only be reimbursed after they have been incurred and invoiced.

**Note:** The Customer may propose alternative payment arrangements.

If you are not proposing any progress payments type “Not Applicable”.

| Due Date                 | Milestone Description | Total Price<br>(GST Exclusive) | GST<br>Component | Total Price<br>(GST Inclusive) |
|--------------------------|-----------------------|--------------------------------|------------------|--------------------------------|
|                          |                       |                                |                  |                                |
|                          |                       |                                |                  |                                |
|                          |                       |                                |                  |                                |
|                          |                       |                                |                  |                                |
|                          |                       |                                |                  |                                |
| Total Milestone Payments |                       |                                |                  |                                |

## 5.3 Additional Facilities and Assistance

### Drafting Note:

Should you require the Customer to provide facilities and assistance, in addition to that stated at Clause A.A.2(f) [Facilities and Assistance Offered by the Customer], provide details here. If no additional facilities or assistance required insert “Not Applicable”.

If the pricing provided above is based on the provision of Additional Facilities and Assistance this should be stated below.

## 5.4 Non-Compliance

### Drafting Note:

If your response is successful, you will be offered a Contract which incorporates the *Commonwealth Contract Terms* available at <https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs>. The Terms have been designed to enable Commonwealth officials to comply with their legislated responsibilities and are therefore **NOT** negotiable.

If you have reasons why any of the *Additional Contract Terms* should be changed, complete the following table, as these additional terms may be negotiable.

Any costs the Customer would incur in obtaining legal advice (including in-house legal advice) or negotiating the Customer's Additional Contract Terms will be included in the Customer's total costs assessment.

| Clause | Reason for Non-Compliance | Proposed New Wording |
|--------|---------------------------|----------------------|
|        |                           |                      |
|        |                           |                      |
|        |                           |                      |
|        |                           |                      |