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## Australian Government

### Approach to Market

#### To establish Contract for Nuclear Industry stakeholder engagement strategic advice & Implementation

**Reference ID: 031 - ARWA - 2023/24**

UNSPSC: 80100000 Management Advisory Services

This Approach to Market (ATM) is for the provision of: Nuclear industry stakeholder engagement strategic advice and implementation. Services will include nuclear-specific stakeholder engagement, often in person, with impacted communities, nuclear industry stakeholders and the broader public to support a comprehensive understanding of the nation's radioactive waste inventory, origins and need for safe management.

The Commonwealth of Australia as represented by Department of Industry, Science and Resources (the Customer) is seeking submissions for the provision of the consultancy 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>.

## Statement of Requirement

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

#### Approach to Market

Event	Details
ATM Closing Date	Wednesday, 17 April 2024
ATM Closing Time	2:00 pm ACT local time
Industry Briefing	Unless otherwise notified by an addendum, there are no industry briefing sessions for this ATM.
Site Inspection	Unless otherwise notified by an addendum, there are no site inspections for this ATM.
Question Closing Date and Time	Questions will be permitted up until 2:00pm Wednesday, 10 April 2024, ACT local time.
Minimum Content and Format Requirements	For a Potential Supplier's Response to be eligible for consideration the Potential Supplier's Response must comply with the matters addressed in A.B.4.2 of the Commonwealth ATM Terms.
Conditions for Participation	<p>The Customer will exclude from participation any Potential Supplier that does not demonstrate compliance with:</p> <ol style="list-style-type: none"> <li>1. The Tenderer and any subcontractors proposed in its tender must not be insolvent, bankrupt, in liquidation, or under administration or receivership.</li> <li>2. The Tenderer and any subcontractors proposed in the tender must not be named as non-compliant with the Workplace Gender Equality Act 2012 (Cth) by the Workplace Gender Equality Agency as at the Closing Time.</li> </ol>

#### Proposed Contract

Event	Details
Proposed Start Date:	Monday, 1 July 2024
Proposed End Date:	The Contract will terminate on Monday, 30 June 2026.
Contract Extension Option	The Contract will include the following extension: Up to 24 months.

## A.A.2 The Requirement

The need for Nuclear industry stakeholder engagement, strategic advice and implementation to ensure readiness for stakeholder engagement.

Services will include nuclear-specific stakeholder engagement, often in person, with impacted communities, nuclear industry stakeholders and the broader public - to support a comprehensive understanding of the nation's radioactive waste inventory, origins and need for safe management.

The supplier will work together with ARWA staff, however this is a highly specialised high-outrage area and there are times of uplift where urgent assistance is required and additional industry-relevant specialist support is needed, including upskilling staff to undertake these activities in a high outrage environment.

Therefore, you must be able to outline in your response demonstrated experience and understanding of Nuclear and Radioactive industry. These skills are especially relevant during the early stages of a new radioactive waste management approach being identified (i.e the first 3–5 years for a 100 year radioactive waste management project). ARWA is currently in the early stage.

Activities may include:

- Strategic planning and high-level advice for radioactive waste management stakeholder engagement, including engagement with the public.
- Assist in preparing factually correct nuclear technology and radioactive waste engagement materials ahead of in person stakeholder engagement and upskilling APS staff.
- Support in person engagement on location around Australia if required, including stringent preparation for technical and challenging questions from the public, to ensure ARWA can answer questions and address concerns transparently.
- Assist with liaison with nuclear industry and academic stakeholders to prepare material and upskill APS staff.
- Able to assist with intensive in person stakeholder engagement at short notice, if required due to urgent uplift from Government announcements or other factors.
- Advise on emerging best practice for high outrage management and crisis communication and upskill APS staff to deliver.
- Some intrastate and interstate travel will be required.

### A.A.2(a) 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>.

### 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:

The Customer may from time to time document the manner in which the Customer expects to have the services delivered. The parties agree that any such key performance indicators (KPI's) shall be agreed upon in writing by both parties.

### **A.A.2(b) Security Requirements**

Must be able to obtain Baseline security clearance.

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>.

### **A.A.2(c) 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(d) 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].

Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

### **Reports**

During the term of the Contract the Customer may request the Supplier to provide reports as a task itself.

The due date of the report will be agreed between the two parties.

### **A.A.2(e) Meetings**

Adhoc - The parties will meet as agreed in writing.

Meetings can be online or face to face.

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

NA

### **A.A.2(g) Customer Material**

ARWA can provide copies of current fact sheets, standard words and publicly available content as required.

### **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)
- 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 10 megabytes.

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: Procurement Officer

Email Address: ARWAProcurement@industry.gov.au

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

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

Any complaints relating to this procurement should be sent to [Procurement.Complaints@industry.gov.au](mailto:Procurement.Complaints@industry.gov.au). Information relating to the handling of complaints is available at <https://www.industry.gov.au/about-us/contact-us/procurement-complaints>.

If your issue is not resolved refer <https://www.finance.gov.au/business/procurement/complaints-handling-charter-complaints> for more information relating to complaints.

## 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 Customer owns the Intellectual Property Rights in the Material created under the Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under the Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for the Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under the Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

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.

Breakdown of costs to accompany each invoice.

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/).



## 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



## Commonwealth Approach to Market (ATM) Terms

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/indigenous-affairs/economic-development/indigenous-procurement-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 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.
- 7.2 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).



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## Commonwealth Contract Terms

### C.C.1 Background

- 1.1 The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Requirement.
- 1.2 Some terms used in these Commonwealth Contract Terms have been given a special meaning. Their meanings are set out in the Commonwealth Contracting Suite (CCS) Glossary and Interpretation or in the Contract.

### C.C.2 Relationship of the Parties

- 2.1 By virtue of this Contract, neither Party is the employee, agent, officer or partner of the other Party nor authorised to bind or represent the other Party.
- 2.2 Each Party must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the other Party.
- 2.3 In all dealings related to the Contract, the Parties agree to:
  - a) communicate openly with each other and cooperate in achieving the contractual objectives
  - b) act honestly and ethically
  - c) comply with reasonable commercial standards of fair conduct
  - d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces, and
  - e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

### C.C.3 Conflicts of Interest

- 3.1 The Supplier warrants that, other than as previously declared in writing to the Customer at the commencement of the Contract, no Conflicts of Interest exist, relevant to the performance by the Supplier of its obligations under the Contract.
- 3.2 At any time during the term of the Contract, the Customer may require the Supplier to execute a Conflicts of Interest declaration in the form specified by the Customer.
- 3.3 As soon as the Supplier becomes aware that a Conflict of Interest has arisen, or is likely to arise during the term of the Contract, the Supplier will:
  - a) immediately report it to the Customer
  - b) provide the Customer with a written report setting out all relevant information within three (3) Business Days, and
  - c) comply with any reasonable requirements notified by the Customer relating to the Conflict of Interest.
- 3.4 If the Supplier fails to notify the Customer as set out in this clause or does not comply with the

Customer's reasonable requirements to resolve or manage Conflicts of Interest, the Customer may terminate or reduce the scope of the Contract in accordance with C.C.16 [Termination for Cause].

### C.C.4 Precedence of Documents

- 4.1 The Contract is comprised of:
  - a) Additional Contract Terms (if any)
  - b) if the Contract is issued under a DoSO, the Contract Details Schedule
  - c) Statement of Work
  - d) Commonwealth Contract Terms
  - e) CCS Glossary and Interpretation, and
  - f) additional Contract annexes (if any), unless otherwise agreed in writing between the Parties.
- 4.2 If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.
- 4.3 The Contract may be signed and dated by the Parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

### C.C.5 Governing Law

- 5.1 The laws of the Australian Capital Territory apply to the Contract.

### C.C.6 Entire Agreement

- 6.1 The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was executed.
- 6.2 Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM or the RFQ as relevant remain correct.
- 6.3 Any agreement or understanding to vary or extend the Contract will not be legally binding upon either Party unless in writing and agreed by both Parties.
- 6.4 If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

### C.C.7 Survival

- 7.1 All Additional Contract Terms (if any), plus clauses: C.C.14 [Liability of the Supplier] C.C.17 [Supplier Payments] C.C.20 [Transition Out], and C.C.21 [Compliance with Law and Policy], survive termination or expiry of the Contract.

### C.C.8 Notices

- 8.1 A Notice is deemed to be delivered:
  - a) if delivered by hand - on delivery to the relevant address
  - b) if sent by registered post - on delivery to the relevant address, or
  - c) if transmitted by email or other electronic means when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.
- 8.2 A Notice received after 5:00 pm, or on a day that is not a working day in the place of receipt, is



## Commonwealth Contract Terms

deemed to be delivered on the next working day in that place.

### C.C.9 Assignment

- 9.1 The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.
- 9.2 To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty (20) Business Days, or such other time as agreed between the Parties, of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

### C.C.10 Subcontracting

- 10.1 Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.
- 10.2 The Supplier must ensure that Subcontractors specified in the Contract (if any) perform that part of the Services specified in the Contract. The Supplier must not subcontract any part of its obligations under the Contract, or replace approved Subcontractors, without prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 10.3 At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.
- 10.4 The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.
- 10.5 The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

### C.C.11 Delivery and Acceptance

- 11.1 The Supplier must provide the Goods and/or Services as specified in the Contract and meet any requirements and standard specified in the Contract.
- 11.2 The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Contract and advise the Customer when it will be able to do so.
- 11.3 Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar

services and any standard specified in the Contract.

- 11.4 The Customer may reject the Goods and/or Services within ten (10) Business Days after delivery or such longer period specified in the Contract ("Acceptance Period"), if the Goods and/or Services do not comply with the requirements of the Contract.
- 11.5 If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).
- 11.6 If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.
- 11.7 If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

### C.C.12 Licences Approvals and Warranties

- 12.1 At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.
- 12.2 The Supplier must provide the Customer with all relevant third party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.
- 12.3 To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

### C.C.13 Specified Personnel

- 13.1 The Supplier must ensure that the Specified Personnel set out in the Contract (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.
- 13.2 At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace



## Commonwealth Contract Terms

any Specified Personnel that the Customer reasonably considers:

- a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer
- b) is not a fit and proper person, or
- c) is not suitably qualified to perform the Services.

13.3 Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

### C.C.14 Liability of the Supplier

- 14.1 The Supplier will indemnify the Customer for any damage claim, cost or loss resulting from any negligent or wilful breach of its obligations or representations under the Contract by the Supplier or its officers, employees, agents or Subcontractors.
- 14.2 The Supplier's obligation to indemnify the Customer will reduce proportionally to the extent that the Customer has contributed to the claim, cost or loss.
- 14.3 Where the Supplier is a member of a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding Commonwealth, State, Territory or legislation that limits civil liability arising from the performance of their professional services, and where that scheme applies to the Goods and/or Services delivered under the Contract, the Supplier's liability under this clause shall not exceed the maximum amount specified by that scheme or legislation.
- 14.4 The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

### C.C.15 Termination or Reduction for Convenience

- 15.1 In addition to any other rights either Party has under the Contract,
  - a) the Customer acting in good faith, may at any time, or
  - b) the Supplier, acting in good faith, may notify that it wishes to,
 terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.
- 15.2 If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.
- 15.3 If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.
- 15.4 In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with C.C.11 [Delivery and

Acceptance] and the Contract before the effective date of termination or reduction.

- 15.5 If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.
- 15.6 Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

### C.C.16 Termination for Cause

- 16.1 The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:
  - a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract
  - b) the Customer rejects the Goods and/or Services in accordance with C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection
  - c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy
  - d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier, or
  - e) subject to the Customer complying with any requirements in the *Corporations Act 2001* (Cth), the Supplier:
    - i. is unable to pay all its debts when they become due
    - ii. if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the *Corporations Act 2001* (Cth), or
    - iii. if an individual – becomes bankrupt or enters into an arrangement under *Part IX or Part X of the Bankruptcy Act 1966* (Cth).
- 16.2 Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

### C.C.17 Supplier Payments

- 17.1 If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.
- 17.2 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.



## Commonwealth Contract Terms

- 17.3 Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.
- 17.4 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.

### C.C.18 Dispute Resolution

- 18.1 For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (e) of this clause sequentially:
- both Contract Managers will try to settle the dispute by direct negotiation
  - if unresolved within five (5) Business Days, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution. The date the dispute Notice is issued will be the date of the Notice ("Notice Date")
  - if the proposed solution is not accepted by the other Contract Manager within five (5) Business Days of the Notice Date, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation
  - failing settlement within twenty (20) Business Days of the Notice Date, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties, and
  - If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the Supplier or the Customer may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 18.2 Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant Party and act in good faith to genuinely attempt to resolve the dispute.
- 18.3 The Supplier and the Customer will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.
- 18.4 Despite the existence of a dispute, the Supplier will continue their performance under the Contract unless requested in writing by the Customer not to do so.
- 18.5 This procedure for dispute resolution does not apply to action relating to C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

### C.C.19 Transition In

- 19.1 The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

### C.C.20 Transition Out

- 20.1 If the Contract expires or is terminated under C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

### C.C.21 Compliance with Law and Policy

- 21.1 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with all laws applicable to the performance of this Contract and warrants that it will not cause the Customer to breach any laws.
- 21.2 The Supplier must comply with, and ensure its officers, employees, agents and Subcontractors comply with any Commonwealth policies relevant to the Goods and/or Services.
- 21.3 The Supplier agrees to provide such reports and other information regarding compliance with applicable law and Commonwealth policy as reasonably requested by the Customer or as otherwise required by applicable law or policy.
- 21.4 If the Supplier becomes aware of any actual or suspected breach of the requirements set out in 21.A to 21.J below, or any other applicable law or Commonwealth policy, it must:
- immediately report it to the Customer and provide a written report on the matter within three (3) Business Days unless otherwise set out in these Terms, and
  - comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

### 21.A Access to Supplier's Premises and Records

- A.1 The Supplier must maintain and ensure its Subcontractors maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- A.2 The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's or its Subcontractor's premises, personnel, computer systems, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including in connection with a request made under the *Freedom of Information Act 1982 (Cth)* or an audit or review by the Australian National Audit Office.
- A.3 Unless the access is required for an urgent purpose, the Customer will provide reasonable prior notice to the Supplier.
- A.4 If requested by the Supplier, the Customer will reimburse the Supplier's substantiated reasonable



## Commonwealth Contract Terms

- cost for complying with the Customer's request, unless the access is required for the purpose of a criminal investigation into the Supplier, its officers, employees, agents or Subcontractors.
- A.5** The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.
- 21.B Privacy Act 1988 (Cth) Requirements**
- B.1** In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and Subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.
- 21.C Notifiable Data Breaches**
- C.1** If the Supplier suspects that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of the Contract, the Supplier must:
- a) immediately report it to the Customer and provide a written report within three (3) Business Days, and
  - b) carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- C.2** Where the Supplier is aware that there has been an Eligible Data Breach in relation to the Contract, the Supplier must:
- a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any individual to whom the Personal Information relates
  - b) take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth), and
  - c) take any other action as reasonably directed by the Customer.
- 21.D Personal Information**
- D.1** The Supplier agrees to provide the Customer, or its nominee, relevant information (including personal information) relating to the Supplier, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security incident relating to a Contract.
- D.2** When providing personal information of a natural person under this clause, the Supplier warrants it will have obtained the consent of or provided reasonable notification to the person in accordance with the *Privacy Act 1988* (Cth).
- D.3** Nothing in these clauses limits or derogates from the Supplier's obligations under the *Privacy Act 1988* (Cth).
- 21.E Confidential Information**
- E.1** The Supplier agrees not to disclose to any person, other than the Customer, any Confidential Information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer.
- E.2** This obligation will not be breached where:
- a) the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation), or
  - b) the Supplier is required by law, an order of the court or a stock exchange to disclose the relevant information, but any such request must be reported by Notice to the Customer without delay and the text of the disclosure provided in writing to the Customer as soon as practicable.
- E.3** The Customer may at any time require the Supplier to arrange for its officers, employees, agents or Subcontractors to give a written undertaking relating to nondisclosure of the Customer's Confidential Information in a form acceptable to the Customer.
- E.4** The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential.
- E.5** The Customer will not be in breach of any confidentiality agreement if the Customer discloses the information for the purposes of managing the Contract or if it is required to disclose the information by law, a Minister or a House or Committee of Parliament, or for accountability or reporting purposes.
- 21.F Security and Safety**
- F.1** When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and Subcontractors are aware of, and comply with, such security and safety requirements.
- F.2** If directed by the Customer, the Supplier and its officers, employees, agents and Subcontractors are required to undertake a security briefing prior to being able to work inside a Commonwealth office, area or facility.
- F.3** The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- F.4** The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.



## Commonwealth Contract Terms

### 21.G Criminal Code

- G.1 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).
- G.2 The Supplier must ensure that its officers, employees, agents and Subcontractors engaged in connection with the Contract are aware of the information contained in this clause.

### 21.H Fraud

- H.1 The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.
- H.2 If an investigation finds that the Supplier or its officers, employees, agents or Subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud, the Supplier must reimburse or compensate the Customer in full.

### 21.I Taxation

- I.1 The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.

### 21.J Public Interest Disclosure

- J.1 The Supplier must familiarise itself with the *Public Interest Disclosure Act 2013* (Cth) and acknowledges that public officials, including service providers and their Subcontractors under a Commonwealth contract, who suspect wrongdoing within the Commonwealth public sector may raise their concerns under the *Public Interest Disclosure Act 2013* (Cth).
- J.2 Information for disclosers is available at <https://www.ombudsman.gov.au/Our-responsibilities/making-a-disclosure>.

### 21.K National Anti-Corruption Commission Act 2022 (Cth) Requirements

- K.1 The Supplier acknowledges that in providing the Goods and/or Services to the Customer under the Contract, it is a contracted service provider for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) (NACC Act).
- K.2 The Supplier must comply with any reasonable request, policy or direction issued by the Customer and otherwise cooperate with the Customer in relation to any action taken by the Customer required or authorised by the NACC Act.

### C.C.22 Notification of Significant Events

- 22.1 The Supplier must immediately issue the Customer a Notice on becoming aware of a Significant Event.
- 22.2 The Notice issued under clause 22.1 must provide a summary of the Significant Event, including the date that it occurred and whether any Specified Personnel or other personnel engaged in connection with the Goods and/or Services were involved.
- 22.3 The Customer may notify the Supplier in writing that an event is to be considered a Significant Event for the purposes of this clause, and where

this occurs the Supplier must issue a Notice under clause 22.1 in relation to the event within three (3) Business Days of being notified by the Customer.

- 22.4 Where reasonably requested by the Customer, the Supplier must provide the Customer with any additional information regarding the Significant Event within three (3) Business Days of the request.
- 22.5 If requested by the Customer, the Supplier must prepare a draft remediation plan and submit that draft plan to the Customer's Contract Manager for approval within ten (10) Business Days of the request.
- 22.6 A draft remediation plan prepared by the Supplier under clause 22.5 must include the following information:
- how the Supplier will address the Significant Event in the context of the Goods and/or Services, including confirmation that the implementation of the remediation plan will not in any way impact on the delivery of the Goods and/or Services or compliance by the Supplier with its other obligations under the Contract, and
  - how the Supplier will ensure events similar to the Significant Event do not occur again, and
  - any other matter reasonably requested by the Customer.
- 22.7 The Customer will review the draft remediation plan and either approve the draft remediation plan or provide the Supplier with the details of any changes that are required. The Supplier must make any changes to the draft remediation plan reasonably requested by the Customer and resubmit the draft remediation plan to the Customer for approval within three (3) Business Days of the request unless a different timeframe is agreed in writing by the Customer. This clause 22.7 will apply to any resubmitted draft remediation plan.
- 22.8 Without limiting its other obligations under the Contract, the Supplier must comply with the remediation plan as approved by the Customer. The Supplier agrees to provide reports and other information about the Supplier's progress in implementing the remediation plan as reasonably requested by the Customer.
- 22.9 A failure by the Supplier to comply with its obligations under this clause C.C.22 will be a material breach of the Contract. The Customer's rights under this clause C.C.22 are in addition to and do not otherwise limit any other rights the Customer may have under the Contract. The performance by the Supplier of its obligations under this clause C.C.22 will be at no additional cost to the Customer.



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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.

**“Confidential Information”** means any information that any Party does not wish to be shared outside those involved in the Contract or Standing Offer Arrangement. It can include anything that has been acquired, developed or made available to any of the Parties in the course of the relationship between the Parties. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Contract or DoSO
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain 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
- b) 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
- c) is correctly calculated and charged in accordance with the Contract
- d) 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.



## Commonwealth Contracting Suite Glossary and Interpretation

**“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://www.ato.gov.au/Business/eInvoicing/Peppol/>.

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

**“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.

## Commonwealth Contracting Suite Glossary and Interpretation

**“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, or
- b) meet a Required Capability under the DoSO ATM.

**“Satisfactory”** in relation to the Shadow Economy Policy only, means the Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Policy or, if the circumstances in Part 6.c of the Shadow Economy Policy apply, the conditions set out in Part 8 of the Shadow Economy Policy.

**“Shadow Economy Policy”** means the Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019 available at <https://treasury.gov.au/publication/p2019-t369466>.

**“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
- b) 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 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>.

**“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.

**“Valid”** in relation to the Shadow Economy Policy only, means the Statement of Tax Record is valid in accordance with Part 7.e of the Shadow Economy Policy.

## Commonwealth Contracting Suite Glossary and Interpretation

### Interpretation

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 re-enactment 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	
R.A.[x]	Schedule 1 - Statement of Work	
R.B.[x]	Schedule 2 - Additional Contract Terms	CCS DoSO RFQ and Contract
R.C.[x]	Schedule 3 - Supplier's Response Form	
R.D.[x]	Contract Details Schedule	



## 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) – Consultancy Services

DISR - For release under the FOI Act

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Document 1 - FOI 300076

- 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 Nuclear Industry stakeholder engagement strategic advice & Implementation

ATM Reference ID: RFQ2102-2024

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> <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> <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:	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <b>Drafting Note:</b>          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.       </div>
Legal Entity Type:	<div style="display: flex; align-items: flex-start;"> <div style="margin-right: 10px;"> <input type="checkbox"/> Individual/Sole Trader  <input type="checkbox"/> Partnership  <input type="checkbox"/> Company  <input type="checkbox"/> Sole Director Company  <input type="checkbox"/> Trust (<b>see note below</b>)  <input type="checkbox"/> Educational Institution (<b>see note below</b>)  <input type="checkbox"/> Other (please state):         </div> </div>
<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:	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <b>Drafting Note:</b>          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> </div> <p>[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.]</p>
Potential Supplier's Ultimate Parent Entity's Country of Tax Residency:	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <b>Drafting Note:</b>          Insert your organisation's ultimate parent entity's country of tax residency (if different from above).          Complete with "AS ABOVE" if same as your organisation's country of tax residency.       </div> <p>[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.]</p>

# Approach to Market (ATM) – Consultancy Services

DISR - For release under the FOI Act

OFFICIAL

Document 1 - FOI 300076

Australian Business Number (ABN):	<b>Drafting Note:</b> 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> If the Potential Supplier is an Australian company, then the ACN must be given.
Australian Registered Body Number (ARBN):	<b>Drafting Note:</b> 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> 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> <input type="checkbox"/> No
<b>If yes</b> , what was the date of discharge?  <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)  <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 <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 <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 **before** 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.

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>	<input type="checkbox"/> Yes – <b>see question below.</b> <input type="checkbox"/> No – proceed to section 1.5.
<p>Is your organisation registered on Supply Nation?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No – see note below <input type="checkbox"/> Not Applicable
<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 A.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) 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.

## 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/government/procurement/buying-australian-government/additional-reporting-confidentiality>.

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.



## Expenses not included in Fixed Price

### Drafting Note:

Estimate any other costs that will be incurred but cannot be accurately calculated in advance, and are NOT included in the Fixed Price above. Make sure you include any and all possible expense items as failure to include an item means the Customer will assume it has been included in the Fixed Price.

Add additional lines to the table as required, or insert appropriate text below the table.

**Note:** The Customer will not reimburse the Supplier for any nominated project expenses, travel, accommodation or associated expenses incurred for the purposes of the Contract unless:

- a) the Supplier obtains the Customer's specific written approval prior to the relevant expense being incurred,
- b) all domestic air travel is economy class,
- c) amounts claimed for accommodation and other expenses do not exceed the total amount specified in **Table 2** of Tax Determination [TD 2022/10](#) or the applicable financial year's Taxation Determination issued by the Australian Taxation Office, and
- d) a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

If all costs are included in the Fixed Price table above, type "Not Applicable" in the table below.

Description/Comments	Cost (GST Exclusive)	GST Component	Total Cost (GST Inclusive)

## 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 (GST Exclusive)	GST Component	Total Price (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

*Please be advised that a document has been produced under **section 17 of the Freedom of Information Act 1982**, using information held by the agency that was not previously available in a discrete written form.*

*2. A list of the companies that were invited to or sought to respond to the ATM.*

**s 45**

2. H/Advisors – APA (ABN: 60 074 901 545)

**s 45**