



Australian Government

Approach to Market

To establish Contract for Project Manager to develop and manage calendar of events over the SOC 2024-25

Reference ID: BSOC_PM_01

UNSPSC: 80101600 Project Management

This Approach to Market (ATM) is for the provision of: a Project Manager to develop and manage the calendar of events over the Summer of Cricket (SOC) 2024-25.

The Commonwealth of Australia as represented by Department of Foreign Affairs and Trade (the Customer) is seeking submissions for the provision of the 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	Monday, 9 December 2024
ATM Closing Time	5pm NSW 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 5pm Monday, 9 December 2024, NSW 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	No conditions for participation are specified.

Proposed Contract

Event	Details
Proposed Start Date:	Wednesday, 11 December 2024
Proposed End Date:	The Contract will terminate on Friday, 31 January 2025.
Contract Extension Option	The Contract will include the following extension option(s): 1x one month extension option.

A.A.2 The Requirement

Since July 2024, the Centre for Australia-India Relations (CAIR) has been working with Cricket Australia to develop a calendar of events over the Summer of Cricket 2024-25, which will enable CAIR to engage Australian and Indian communities, State and Territory Government and other key stakeholders across our four strategic pillars of work (business, diaspora, public discourse, and cultural connections).

The calendar will coincide with the Indian men’s tour of Australia and Women’s One Day Internationals and will mainly occur on the sidelines of the tests in Perth, Canberra, Adelaide, Brisbane, Melbourne, and Sydney.

Cricket Australia has already engaged a project manager to develop, manage and deliver the calendar of events. Since the project is a joint venture, CAIR has a responsibility to co-fund the contracted project manager to continue managing the calendar and ensure its successful delivery.

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

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

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

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

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

Further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>

A.A.2(b) Standards

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

Web Content Accessibility

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

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

Australian Standards

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

AS Number	Title
AS ISO 21504:2024	Project, programme and portfolio management - Guidance on portfolio management

A.A.2(c) Security Requirements

None Specified

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

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

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

A.A.2(e) Delivery and Acceptance

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

Milestone Description	Delivery Location	Due Date
Provide ongoing advice and expertise on the program, including design and delivery	Email	As required
Produce meeting minutes, agenda, project timeline mapping, and materials relevant to the program	Email	As required
Attend and participate in regular meetings, including stakeholder consultation to provide an update on the calendar of events over SOC 2024-25	Video Conference	As required
Provide ground support at Cricket Test Matches and events	Events	As required
Provide a final report on the calendar of events over SOC 2024-25, including outcomes and measure of success	Email	31/12/2025

Reports

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

Report Type	Detailed Description	Due Date
Email updates	provide written updates on any challenges or issues needing to be resolved relating the calendar of events over SOC 2024-25	As required
Other materials	provide any materials relating to the calendar of events, including any updated versions	As required

A.A.2(f) Meetings

The Supplier will be required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Mode	Location
Progress update meetings	Cricket Australia Representatives and Project Manager	Weekly	Video Conference	Remote
Stakeholder meetings	Cricket Australia Representatives and Project Manager	As required	Video Conference	Remote

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

The Customer will not make any facilities or assistance available to the Supplier.

A.A.2(h) Customer Material

The Customer will not provide any material other than the Reports outlined above.

A.A.3 ATM Distribution

Email Distribution

Updates to this ATM will be distributed via email.

A.A.4 Lodgement of Responses

Email

Responses must be lodged via email to [s.22\(1\)\(a\)\(ii\)@dfat.gov.au](mailto:s.22(1)(a)(ii)@dfat.gov.au) quoting reference number BSOC_PM_01 by the Closing Time specified in A.A.1 [Key Information and Dates].

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 20 megabytes per email.

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: s 22(1)(a)(ii)

Email Address: s 22(1)(a)(ii) @dfat.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

Complaints relating to this ATM should be directed to:

Name/Position:	s 22(1)(a)(ii)
Email Address:	s 22(1)(a)(ii) @dfat.gov.au

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

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty (30) calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.

A.C.3 Fraud

A.C.3.1 This clause replaces clause C.C.22.F [Fraud] of the Commonwealth Contract Terms. For the purposes of this clause, ‘Fraud’ means, in delivering the Goods and/or Services under the Contract, dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes suspected, alleged or attempted fraud.

A.C.3.2 The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract.

A.C.3.3 Subject to A.C.3.4, if the Supplier becomes aware of any Fraud, it must report the matter to the Customer in writing within five (5) business days.

A.C.3.4 If the Supplier is under a legal obligation not to report a Fraud to the Customer, but local police or other law enforcement agencies provide an exception to permit reporting, the Supplier must report a Fraud to the Customer within five (5) business days of the exception being granted.

A.C.3.5 The Supplier must investigate all Fraud at the Supplier's expense and in accordance with any reasonable directions or standards required by the Customer. After the investigation is finished, the Supplier must promptly report full details of any Fraud to:

- (a) the Customer (unless the Supplier is under a legal obligation not to report a Fraud to the Customer); and
- (b) the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless the Customer agrees otherwise in writing.

A.C.3.6 If the investigation finds Fraud by the Supplier or its officers, employees or agents, or the Supplier has failed to take reasonable steps to prevent Fraud by a subcontractor, the Supplier must, if directed by the Customer, promptly reimburse or compensate the Customer in full.

A.C.3.7 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

A.C.4 Prohibited dealings

A.C.4.1 The Supplier must ensure that it and its officers, employees, agents and subcontractors involved in delivering Goods and or Services under this Contract are not:

- (a) directly or indirectly engaged in preparing, planning, assisting or fostering a terrorist act;
- (b) listed terrorist organisations for the purposes of the Criminal Code Act 1995 (Cth) (details of listed terrorist organisations are available at: <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>);
- (c) subject to sanctions or similar measures under the Charter of the United Nations Act 1945 (Cth) or the Autonomous Sanctions Act 2011 (Cth) (details of individuals and entities are available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>);
- (d) listed on the 'World Bank's Listing of Ineligible Firms and Individuals' posted at: <http://www.worldbank.org/en/projects-operations/procurement/debarred-firms>;
- (e) owned, controlled by, acting on behalf of, or at the direction of persons, or entities referred to in clauses A.C.4.1(a) to A.C.4.1(d) above; or
- (f) providing direct or indirect support, resources or assets (including any grant monies) to persons or entities referred to in clauses A.C.4.1(a) to A.C.4.1(e) above.

A.C.4.2 Where the Supplier becomes aware that there are reasonable grounds to suspect it or any of its officers, employees, agents and subcontractors has or may have contravened any part of clause A.C.4, the Supplier must:

- (a) notify the Customer and confirm that information in writing as soon as possible, which must be no later than within 24 hours;
- (b) immediately take all reasonable action to mitigate the risks; and
- (c) take any other action reasonably required by the Customer.

A.C.4.3 The Supplier must ensure that any subcontract entered into by the Supplier for the purposes of fulfilling its obligations under this Contract imposes on the Subcontractor the same obligations that the Supplier has under this clause A.C.4.

A.C.4.4 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

A.C.5 Anti-corruption

A.C.5.1 The Supplier warrants that the Supplier, its officers, employees, agents and subcontractors have not made or caused to be made, or received or sought to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution or performance of the Contract.

A.C.5.2 The Supplier must not, and must ensure that its officers, employees, agents and subcontractors, do not:

- (a) make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the performance of the Contract; and/or
- (b) engage in any practice that could constitute the Australian offence of bribing a foreign public official in relation to the performance of the Contract.

A.C.5.3 If the Supplier becomes aware of any practice, as described in A.C.5.2 (a) or (b), then it must report the matter to the Customer within five (5) business days.

A.C.5.4 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

A.C.6 Child Protection

A.C.6.1 The Supplier must comply, and must ensure that its officers, employees, agents and subcontractors comply with the Department of Foreign Affairs and Trade's Child Protection Policy, accessible at <http://www.dfat.gov.au/childprotection/>.

A.C.6.2 The Customer may conduct a review of the Supplier's compliance with the Child Protection Policy. The Customer will give reasonable notice to the Supplier and the Supplier must participate co-operatively in any such review.

A.C.6.3 If the Customer finds that the Supplier has failed to comply with the Child Protection Policy, the Supplier must promptly, and at the cost of the Supplier, take such actions as are required to ensure compliance with the Child Protection Policy.

A.C.6.4 If an individual, the Supplier must sign and return to the Customer the Child Protection Professional Behaviours at Attachment B to the Child Protection Policy.

A.C.6.5 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

A.C.7 Preventing Sexual Exploitation Abuse and Harassment

A.C.7.1 The Supplier must comply, and must ensure that its officers, employees, agents and subcontractors comply with the Department of Foreign Affairs and Trade's Preventing Sexual Exploitation Abuse and Harassment Policy, accessible at <https://dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment/Pages/default.aspx>

A.C.7.2 The Customer may conduct a review of the Supplier's compliance with the Preventing Sexual Exploitation, Abuse and Harassment Policy. The Customer will give reasonable notice to the Supplier and the Supplier must participate co-operatively in any such review.

A.C.7.3 If the Customer finds that the Supplier has failed to comply with the Preventing Sexual Exploitation, Abuse and Harassment Policy, the Supplier must promptly, and at the cost of the Supplier, take such actions as are required to ensure compliance with the Preventing Sexual Exploitation Abuse and Harassment Policy.

A.C.7.4 This clause is a material term of the Contract and survives the termination or expiry of the Contract.

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)*.

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

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

Commonwealth Approach to Market (ATM) Terms



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Commonwealth Contracting Suite Glossary and Interpretation

Glossary

In the Commonwealth Contracting Suite (CCS):

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

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

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

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

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

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

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

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

“**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.

Commonwealth Contracting Suite Glossary and Interpretation

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

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

“**Electronic invoicing**” or “**el invoicing**” 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 el invoicing enabled.

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

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

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

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

“**Goods and/or Services**” means:

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

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

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

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

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

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

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

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

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

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

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

“**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	
		<i>NOTE: Where relevant, this also forms part of a Contract formed under a DoSO.</i>
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	



Department of Foreign Affairs and Trade
 10 John McEwen Cres
 BARTON ACT 2600
 AUS

Tax Invoice

Tax Invoice Number: s 47G(1)(a)
 Date: 11-Feb-2025
 Page: 1/1
 Customer number: s 22(1)(a)(ii)
 Due date: 13-Mar-2025
 Purchase order no.: s 22(1)(a)(ii)
 Reference: s 22(1)(a)(ii)

Description	Qty	Price	Net	GST	Total (inc. GST)
Milestone Payment 1 Delivery of Summer of Cricket Program December	1.00	25,000.00	25,000.00	2,500.00	27,500.00
Milestone Payment 2 Delivery of Summer of Cricket Program January	1.00	25,000.00	25,000.00	2,500.00	27,500.00

Balance in AUD	50,000.00	5,000.00	55,000.00
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Please remit to the following bank account:

Bank name s 47G(1)(a)	Branch number	Bank account number	Account name	SWIFT Code
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