



Payment Times Procurement Connected Policy

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Payment Times Procurement Connected Policy

1. Policy Overview

The Payment Times Procurement Connected Policy (PT PCP) commences from 1 July 2021. Noncorporate Commonwealth entities (NCEs) and Reporting Entities will be provided a transition period from 1 July 2021 to 30 September 2021 to appropriately adapt their procurement processes and payment systems to comply with the PT PCP.

The PT PCP will leverage Commonwealth Government procurement to help improve payment times for Australian small businesses. The PT PCP requires large businesses who enter into a contract with the Commonwealth to match the Government's payment times and pay their subcontractors within 20 calendar days. Faster payment times will improve businesses' cash flow and their ability to hire, invest and grow.

The PT PCP is complementary to the Payment Times Reporting Scheme (PTRS) and the Government's *Supplier Pay On-Time or Pay Interest Policy* — Resource Management Guide 417 (RMG 417).

- The PTRS is established under the *Payment Times Reporting Act 2020* and requires large businesses (referred to as 'Reporting Entities' and defined in the *Payment Times Reporting Act 2020* (PTR Act)) to publicly report their payment times and terms to small businesses. Reporting Entities under the PTRS are in the scope of the PT PCP.
- The Government's *Supplier Pay On-Time or Pay Interest Policy* (RMG 417) requires non-corporate Commonwealth entities (NCEs) to pay invoices for contracts valued up to \$1 million (GST inclusive) within 20 calendar days.
- Capitalised terms have the meaning set out in Appendix A.

2. Policy Application

Non-corporate Commonwealth entities (NCEs) must comply with the PT PCP.

Prescribed corporate Commonwealth entities listed in section 30 of the *Public Governance, Performance and Accountability Rule 2014* and corporate Commonwealth entities are encouraged to use their best endeavours to apply the PT PCP.

The PT PCP does not replace due diligence activities that may be performed by the procuring entity when undertaking a procurement in accordance with the Commonwealth Procurement Rules (CPRs).

The PT PCP applies to:

- all procurements with an estimated value above \$4 million (GST inclusive) for all goods or services at the time of approaching the market, including orders entered into under a standing offer where the value of the order is above \$4 million (GST inclusive);
- contracts awarded to a Reporting Entity valued above \$4 million; and
- procurements for the establishment of new standing offers where the estimated value of all anticipated orders awarded under the standing offer is expected to exceed \$4 million (GST inclusive).

Note: The PT PCP will only apply to orders entered into under a deed of standing offer where the deed of standing offer was entered into from 1 October 2021 and which contains PT PCP clauses.

NCEs and Reporting Entities will be provided a transition period from 1 July 2021 to 30 September 2021 to appropriately adapt their procurement processes and payment systems to comply with the PT PCP.

Under this policy, NCEs must include contract clauses that require Reporting Entities to:

1. pay direct PT PCP Subcontracts (as defined at Appendix A) within 20 calendar days following the acknowledgement of the satisfactory delivery of goods or services and the receipt of a Correctly Rendered Invoice.

Note: Disputes over whether there has been satisfactory delivery of the goods or services or whether a Correctly Rendered Invoice has been received are not included in the policy scope.

- 2. use reasonable endeavours to reflect the PT PCP requirements in Reporting Entity Subcontracts (as defined in Appendix A) above \$4 million (GST inclusive), such that Reporting Entity Subcontractors must also:
 - make payments under their respective subcontracts valued up to \$1 million (GST inclusive) within 20 calendar days from acknowledgement of the satisfactory delivery of goods or services and receipt of a Correctly Rendered Invoice; and
 - use reasonable endeavours to reflect the same obligations to their subcontractors who also satisfy the definition of a Reporting Entity Subcontractor.

2.1 Limits for the application of this policy

The PT PCP does not apply to procurements to which CPR paragraph 2.6 has been applied or when:

- procuring and consuming goods and services overseas;
- procuring real property, including leases and licences;
- the funding source for the procurement is an administered appropriation;
- the nature of the goods or services being procured, or the structure of the procurement, would make it impractical for the policy to be applied, such as where the procurement occurs under standard terms and conditions put forward by the supplier rather than the NCE;
- procuring from a Commonwealth Entity; or
- the payment arises from a non-procurement arrangement, such as a grant.

NCEs or Reporting Entities can choose to adopt shorter timeframes. The PT PCP does not limit any obligation to comply with applicable legislation that provides for a shorter payment period than that mandated under this policy.

This policy will be reviewed on an annual basis and further measures (such as stricter monitoring and compliance) may be considered in order to improve the effectiveness of the policy. Lessons learnt through annual review will be assessed and evaluated, and updated guidance may be issued if required.

3. Policy Requirements

3.1 Non-corporate Commonwealth Entities

When determining the value of the procurement for the purposes of applying the policy, NCEs should estimate the value of the procurement before an approach to market (ATM) is undertaken.

Procurements should be estimated in accordance with the Commonwealth Procurement Rules (CPRs).

If the value of the procurement is not known, it should be assumed, for the purposes of this policy, that the procurement is valued above \$4 million (GST inclusive), unless it is reasonable to assume otherwise.

When issuing an ATM with an estimated value above \$4 million (GST inclusive), an NCE must:

- include the PT PCP ATM declaration in the ATM documentation (the declaration is included at Appendix A); and
- where a draft form of contract is provided in the ATM documentation, include the PT PCP contract clauses in the draft form of contract (draft PT PCP clauses are included at Appendix A).

If the tenderer has declared that it is a Reporting Entity and the value of the contract will be above \$4 million (GST inclusive), the NCE must ensure the PT PCP contract clauses are included in the final contract prior to execution.

NCEs will not be required to:

- ensure the accuracy of tenderers' self-identification as Reporting Entities; nor
- actively monitor Reporting Entities' payment times to their subcontractors; nor
- have a working knowledge of, or obtain additional information about, Reporting Entities' supply chains for the day-to-day purposes of the PT PCP.

The PT PCP Policy Team may contact an NCE and nominate a contract/s for evaluation. The NCE will be asked to fill out the Policy Evaluation Questionnaire for NCEs at Appendix B for each nominated contract. Where possible, NCEs should endeavour to identify contracts as 'PT PCP contracts' in their financial systems to allow NCEs to more easily conduct internal reporting to identify PT PCP contracts and provide this information to the PT PCP Policy Team for the purpose of policy evaluation.

3.2 Reporting Entities

A business that responds to an ATM that includes the PT PCP ATM clauses must determine if they are a PTRS Reporting Entity under the relevant criteria in the PTR Act at the date they respond to the ATM.

• if this status changes after the date of submission of the tender, no changes will be made to the contract to include/exclude PT PCP clauses.

If the business is a PTRS Reporting Entity, the business must:

- agree to the inclusion of the PT PCP contract clauses (draft clauses are at Appendix A) in the contract with the NCE. Those clauses will require the business to:
 - pay a Correctly Rendered Invoice following the acknowledgement of the satisfactory receipt of goods or services issued under a PT PCP Subcontract of up to \$1 million (GST inclusive) within 20 calendar days; and
 - pay interest if it fails to pay PT PCP Subcontractors within 20 calendar days and the accrued interest exceeds \$100; and
 - : The requirement for the Reporting Entity to pay interest to PT PCP Subcontractors <u>will not</u> <u>apply</u> if the NCE has failed to pay the Reporting Entity in accordance with the timeframes and requirements under the NCE's contract.
 - advise the PT PCP Subcontractor that the subcontract is a PT PCP Subcontract; and

- advise that a PT PCP Subcontractor has a right to make a complaint to the PT PCP Policy Team or the relevant NCE if there has been a failure by the Reporting Entity to comply with the PT PCP Subcontract; and
- respond to any complaint of non-compliance and, where required, provide a PT PCP Remediation Plan;
- ensure their PT PCP Subcontract(s) includes the name of the contracting Commonwealth Entity to whom the PT PCP Subcontractors may make a complaint; and
- if requested, complete a PT PCP Evaluation Questionnaire (see Appendix C);
- If it enters into a Reporting Entity Subcontract (as defined in Appendix A) in anticipation of entering (or after) the execution of the NCE contract, use reasonable endeavours to include clauses in that subcontract requiring the subcontractor to:
 - make payments under their respective subcontracts valued up to \$1 million (GST inclusive) within 20 calendar days from acknowledgement of the satisfactory delivery of the goods or services and a Correctly Rendered Invoice having been received or pay interest if payment is made late; and
 - use their reasonable endeavours to flow through the same obligations to their subcontractors who also satisfy the definition of a Reporting Entity Subcontractor.
 - : Suppliers will therefore need to ask their subcontractors to identify whether or not the subcontractor is a Reporting Entity.

3.3 Calculating and Paying Interest

Once the Reporting Entity has acknowledged the satisfactory delivery of the goods or services and a Correctly Rendered Invoice has been received, calculation of 20 calendar days commences from the start of the next calendar day.

Interest is payable at the general interest charge rate available on the ATO's website, calculated for each calendar day from the day after payment was due up to and including the day that payment was made. If the maximum payment terms fall on a non-business day, payment is not due until the next business day.

Interest should be calculated on GST inclusive amounts, however interest itself is not subject to GST.

4. How to Lodge a Complaint

The following information is relevant to NCE's (or any Commonwealth Entity who chooses to apply the PT PCP), the Reporting Entity and PT PCP Subcontractors.

All disputes that arise between parties under a contract containing PT PCP clauses should be managed, in the first instance, following any standard dispute resolution procedures identified in the contractual arrangement between those parties.

Where a dispute cannot be satisfactorily resolved between both parties following standard dispute resolution procedures, either party may lodge a complaint with the PT PCP Policy Team at ptpcp@treasury.gov.au.

4.1 What is required when lodging a complaint?

All complaints made to the PT PCP Policy Team must be in writing and include at least the following information:

1. your name, business name, address and telephone contact details; and

- 2. details of the tender or Contract your complaint relates to. Where a Contract has been entered into, include the name of the relevant party; and
- 3. your role in supplying goods and/or services as part of the PT PCP Contract; and
- 4. confirmation that the Contract and/or invoice value is within the scope of the PT PCP; and
- 5. a factual and concise outline of your complaint in relation to the PT PCP; and
- 6. details of any attempt(s) to resolve the complaint, including copies of any documents relating to the complaint and a copy of the parties response to the complaint (to the extent there are no confidentiality or other legal restrictions on the disclosure of that information).

Failure to provide the above information may delay any attempts for the complaint to be resolved.

4.2 How will the complaint be handled?

Where a complaint is received by the PT PCP Policy Team, the PT PCP Policy Team will:

- 1. acknowledge receipt of your complaint;
- 2. assess the complaint and recommend an appropriate course of action. This may include one or more of the following actions:
 - Payment of a Correctly Rendered Invoice following the acknowledgement of the satisfactory receipt of goods or services.
 - Calculation and payment of interest on late payment in accordance with the policy.
 - Completion of a PT PCP Remediation Plan.
 - : The PT PCP Remediation Plan template is available at Appendix D.
 - Referral of the complaint to another party. This may include where the complaint is not directly in relation to the PT PCP.

If you are not satisfied with how the complaint in relation to the PT PCP has been handled, there may be other courses of action available for you to consider. Please contact the PT PCP Policy Team at https://www.ncm.ncm.ncm.ncm.ncm.ncm.ncm.ncm.ncm the ptpcp list of action available for you to consider. Please contact the PT PCP Policy Team at https://www.ncm.ncm.ncm.ncm.ncm.ncm.ncm.ncm.ncm the ptpcP has been handled, there may be other courses of action available for you to consider. Please contact the PT PCP Policy Team at https://www.ncm.ncm.ncm.ncm the ptpcP has been handled, there may be other courses of action available for you to consider. Please contact the PT PCP Policy Team at https://www.ncm.ncm the ptpcP has been handled, there may https://www.ncm.ncm the ptpcP has been handled.

Additional support for small businesses and family enterprises

The Australian Small Business and Family Enterprise Ombudsman's (**ASBFEO**) office provides access to dispute resolution services for small businesses and family enterprises in dispute with other businesses or Commonwealth Entities. The ASBFEO provides guidance on how to resolve the dispute, facilitates discussions between the disputing parties and work towards a solution through communication. The '5 steps to resolve your dispute' page on the ASBFEO website details suggested steps to try and resolve a dispute.

4.3 Role of PT PCP Policy Team

The roles and responsibilities of the PT PCP Policy Team are:

- providing external parties with an understanding of the PT PCP;
- handling of complaints which cannot be satisfactorily resolved by the contracted parties;
- maintenance and monitoring issues related to PT PCP; and
- reporting in relation to the PT PCP where necessary.

5. Contact us

Email: ptpcp@treasury.gov.au

Appendix A: PT PCP Approach to Market (Tenderer Declaration Response) Clauses and Contract Clauses

PT PCP Approach to Market (Tenderer Response) Clauses

Note to drafters: Tenderers are to complete this declaration as part of their tender response. The requirement to identify as a Reporting Entity must be included in the Approach to Market documentation where the estimated value of the procurement is valued above \$4,000,000 (GST inclusive).

Identify by ticking the relevant boxes below whether or not you are a 'Reporting Entity' for the purposes of the Payment Times Procurement Connected Policy (PTPCP).

Note: A Reporting Entity means a 'Reporting Entity' within the meaning of the *Payment Times Reporting Act 2020* (Cth) (PTR Act).

 \Box The tenderer **is** a Reporting Entity.

 \Box The tenderer **<u>is not</u>** a Reporting Entity.

PT PCP Contract Clauses

Note to drafters: If a draft form of contract is included in the Approach to Market documentation, the below PT PCP Clauses are to be included in the draft form of contract.

The below clauses are only to be included in the executed contract if:

- the Tenderer is a Reporting Entity as at the date of its tender response; and
- the value of the Contract is above \$4,000,000 (GST inclusive) as at contract execution.

It is not mandatory to include the clauses if any of the limitations at 2.1 of the policy apply.

Terminology should be amended as applicable/required (e.g. Replacing "Supplier" with "Contractor" etc. or use existing clauses or definitions where applicable).

1. Payment Times Procurement Connected Policy

1.1 PT PCP Subcontracts

Note to tenderers: the following clauses will be included in the Contract if:

- the Tenderer is a Reporting Entity as at the date of its tender response; and
- the value of the Contract is above \$4,000,000 (GST inclusive) as at contract execution.
- If the above applies, then the tenderer is expected to accept the PT PCP clauses in the form of the draft contract.

- (b) If the Supplier enters into a PT PCP Subcontract, the Supplier must include in that subcontract:
 - (i) a requirement for the Supplier to pay the PT PCP Subcontractor:
 - A. subject to clause 1.1(d), within 20 calendar days after the Acknowledgement of the Satisfactory Delivery of the Goods or Services and receipt of a Correctly Rendered Invoice. If this period ends on a day that is not a Business Day, payment is due on the next Business Day; and
 - B. subject to clause 1.1(e), for payments made by the Supplier after the payment is due, the unpaid amount plus interest on the unpaid amount calculated in accordance with clause 1.1(e);
 - (ii) a statement that the PT PCP applies to that subcontract; and
 - (iii) a statement that the subcontractor may make a complaint to the PT PCP Policy Team or to the Commonwealth as represented by [*name of contracting Commonwealth Entity* in accordance with the PT PCP if there has been non-compliance with the requirements of this clause 1.1(b).
- (c) If the Supplier enters into a Reporting Entity Subcontract in anticipation of (or after) entering the Contract, the Supplier must use reasonable endeavours to include in that subcontract:
 - (i) obligations equivalent to those in clause 1.1(a); and
 - (ii) a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract will include:
 - A. obligations equivalent to those in clause 1.1(a); and
 - B. obligations equivalent to this clause 1.1(b)(ii) (such that the obligations in this clause 1.1(b)(ii) are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).
- (d) Clause 1.1(b)(i)A does not limit any obligation to comply with applicable legislation that provides for a shorter payment period than the period in clause 1.1(b)(i)A.
- (e) The Supplier is not required to pay interest in accordance with clause 1.1(b)(i)B if either:
 - (i) the Commonwealth has failed to pay the Supplier in accordance with the timeframes and requirements under this Contract; or
 - (ii) the amount of the interest payable is less than \$100 (GST inclusive).
- (f) Interest payable under clause 1.1(b)(i)B 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 Supplier effects payment as represented by the following formula:
 - $SI = UA \times GIC \times D$

Where:

- SI = simple interest amount;
- UA = the unpaid amount;
- GIC = General Interest Charge Rate daily rate; and

D = the number of days from the day after payment was due up to and including the day that payment is made.

[Note to drafters: If the Contract already has a 'late interest calculation' clause that calculates interest using the GIC, then clause 1.1(f) can reference that clause e.g.: 'For the purpose of clause 1.1(b)(i)B., interest is to be calculated in accordance with the formula at clause xx'.]

1.2 PT PCP Evaluation Questionnaire

If requested in writing by the Commonwealth, the Supplier must properly complete and return a PTPCP Evaluation Questionnaire within 30 Calendar Days of the request.

1.3 Non Compliance and Remediation

- (a) If the Commonwealth considers or becomes aware that the Supplier has not or may not have complied with:
 - (i) the requirements of clause 1.1; or
 - (ii) the payment requirements of a PTPCP Subcontract,

the Commonwealth may direct the Supplier to provide to the Commonwealth either or both of the following within the timeframes specified by the Commonwealth:

- (iii) information to enable the Commonwealth to review the Supplier's compliance; or
- (iv) a properly completed PT PCP Remediation Plan.
- (b) The Supplier must complete all of the steps and activities contained in the PTPCP Remediation Plan provided under clause 1.3(a)(iv).
- (c) If the Commonwealth considers that the Supplier has failed to comply with any of its obligations under this clause 1, without limiting the Commonwealth's rights and remedies at law or otherwise under the Contract, the Commonwealth may do either or both of the following:
 - (i) take the failure or non-compliance into account as part of the Commonwealth's monitoring of the Supplier's performance under the Contract; or
 - (ii) report the non-compliance (and provide a copy of the completed PT PCP Remediation Plan) to the Policy Team.
- (d) The Supplier agrees that if it is the subject of a complaint in relation to its compliance with clause 1.1 or the associated payment provisions of a PTPCP Subcontract:
 - (i) it will not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and
 - (ii) it will cooperate in good faith with the Commonwealth in connection with any investigation or inquiry and any attempt to resolve the complaint.

1.4 Consent

(a) For any PTPCP Purpose, the Supplier consents to the Commonwealth:

- (i) using and sharing with any other Commonwealth Entity the information provided by the Supplier as part of a PT PCP Evaluation Questionnaire, a PT PCP Remediation Plan, or otherwise received or obtained by the Commonwealth in connection with this Contract or a PT PCP Subcontract; and
- (ii) receiving information obtained under, or in accordance with, the PTR Act ('Protected Information') from an Entrusted Person and using such Protected Information.
- (b) By submitting a PTPCP Evaluation Questionnaire or a PTPCP Remediation Plan or other document in connection with the PTPCP that includes any personal information within the meaning of *Privacy Act 1988* (Cth), the Supplier warrants and represents that it has obtained all necessary consents in accordance with relevant privacy laws to the collection, use and disclosure of such information in the manner contemplated by this clause 1.4. The Supplier will provide evidence of such consents to the Commonwealth on request.

1.5 Interpretation

A reference to the Commonwealth in clauses 1.2, 1.3(a), 1.3(d)(ii) and 1.4 includes the Policy Team.

Glossary

| Term | Definition |
|------------------------------------|---|
| Approach to Market or ATM | means any notice inviting potential suppliers to participate in a procurement which may include a request for tender, request for quote, request for expression of interest, request for information or request for proposal. |
| Contract | means the contract between the Commonwealth and the Supplier. |
| Correctly Rendered Invoice | Correctly Rendered Invoice means an invoice which is: i. rendered in accordance with all of the requirements of the written contract (note that written contracts will often specify that the invoice must be a tax invoice and/or that certain information must be included in the invoice and/or the format of the invoice); and ii. for amounts that are correctly calculated and due for payment and payable under the terms of the written contract. |
| Entrusted Person | has the meaning given to this term in the <i>PTR Act</i> . |
| General Interest Charge Rate | means the general interest charge rate determined under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth) on the day payment is due, expressed as a decimal rate per day. |
| Commonwealth Entity | has the meaning given to this term in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth). |
| PT PCP Policy Team | means the relevant Minister, department or authority that administers or otherwise deals with the PTPCP on the relevant day. |
| ProtectedInformation | has the meaning given to this term in the <i>PTR Act.</i> |
| РТРСР | means the Commonwealth's 'Payment Times Procurement Connected Policy'. |
| PT PCP Evaluation Questionnaire | means a questionnaire in substantially the form of Appendix C of the PT PCP. |
| PT PCP Purpose | means: a. the review, evaluation, monitoring, assessment and reporting on the PT PCP, including the compliance by those Commonwealth's suppliers and their subcontractors that are Reporting Entities; or b. improving payment times to PT PCP Subcontractors. |

| Term | Definition | | | |
|--------------------------------|--|--|--|--|
| PT PCP Remediation Plan | means a written remediation plan substantially in the form of Appendix D of the PT PCP. | | | |
| PT PCP Subcontract | means a subcontract between a Reporting Entity and another party (Other Party) where: a. the subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Contract; b. both parties are carrying on business in Australia; and c. the component of the subcontract for the provision of goods or services for the purposes of the Contract has a total value of less than (or is reasonably estimated will not exceed) \$1,000,000 (GST inclusive) during the period of the subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the subcontract (but including work/official orders entered into that are | | | |
| | valued up to \$1 million (GST inclusive) under standing offer (panel) arrangements); but does not include the following subcontracts: d. subcontracts entered into prior to the Reporting Entities' tender response for the Contract; e. subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Reporting Entity; or f. subcontracts for the purposes of: (i) procuring and consuming goods or services overseas; or (ii) procuring real property, including leases and licences. | | | |
| | delivers goods or services for the purposes of the Contract with the Commonwealth. | | | |
| PT PCP Subcontractor | means the party that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract. | | | |
| PTR Act | means the <i>Payment Times Reporting Act 2020</i> (Cth), as amended from time to time, and includes a reference to any subordinate legislation made under the Act. | | | |
| Reporting Entity | has the meaning given to this term in the <i>PTR Act</i> . | | | |
| Reporting Entity Subcontractor | means any person that: | | | |

| Term | Definition |
|------|--|
| | a. is a Reporting Entity; and |
| | b. provides goods or services directly or indirectly to the Supplier for the purposes of the Contract where the value of such goods or services are estimated to exceed \$4,000,000 (GST inclusive). |
| | 'Reporting Entity Subcontract' has a corresponding meaning. |

Appendix B: Policy Evaluation Questionnaire for Non-corporate Commonwealth entities

Payment Times Procurement Connected Policy (PT PCP)

Note: The PT PCP Policy Team may contact you and nominate the contract/s it is interested in evaluating. You will then be asked to fill out the following form for each nominated contract.

| Type of field | Question | Answer |
|----------------------------|--|--------|
| Short free text | Contract Reference Number | |
| Short free text | Prime contractor | |
| Yes/No | Is the contract a PT PCP contract? | |
| If Yes, move on. If No: | Why not? Exemption applied? | |
| If Yes: | Identify any associated PT PCP activities (complaints/Remediation Plans) | |
| Short free text | Departmental contract manager and email | |

Appendix C: Policy Evaluation Questionnaire for Reporting Entities

Payment Times Procurement Connected Policy (PT PCP)

Note: this report should encompass all direct subcontracts to each Commonwealth contract within the scope of the PT PCP selected for reporting, from the date the contract was entered into to the date the contract was selected for reporting.

| Type of field | Question | Answer |
|-----------------|---|--------|
| Short free text | Contract name and reference number (if applicable) | |
| Drop menu | NCE (Commonwealth agency) contract is with | |
| Calendar | Contract start date and end date | |
| Short free text | Entity name | |
| Short free text | ABN | |
| Short free text | Total number of the <\$1 million subcontracts under this PT PCP contract | |
| Short free text | Percentage by number of invoices paid within 20 calendar days | |
| Short free text | Percentage by number of invoices paid after 20 calendar days | |
| Short free text | What is the total value of the <\$1 million subcontracts under this PT PCP contract? | |
| Short free text | Percentage by value of these invoices which were paid within 20 calendar days? | |
| Short free text | What percentage by value of these invoices were paid after 20 calendar days? | |
| Short free text | Of those invoices paid after 20 calendar days, what was the average payment time? | |
| Short free text | What value of interest (if any) was paid on late payments? | |
| Free text | If payments were made late, why? | |
| Free text | How difficult did you find it to comply with the policy? | |
| No field | If you have any questions, please contact us at ptpcp@treasury.gov.au | |

Appendix D: Payment Times Remediation Plan

| Payment Tim | nes Procurement | Connected | Policy | (PT PCP) |
|--------------------|-----------------|-----------|--------|----------|
|--------------------|-----------------|-----------|--------|----------|

Remediation Plan

| Date of the plan submission: AusTender Co | | | ontract Notice ID: CN | | |
|---|---|---------------|-----------------------|----|------|
| Supplier name: | | | ABN: | | |
| Comm | onwealth Entity the contract is with: | | | | |
| Comm | onwealth Entity's Contract Manager name | : | | | |
| Compla | ainant company name: | _ | | | |
| 1. | When did the payment become 'late'? | | Date: | | |
| 2. | How many calendar days was the payme | nt late? | | | days |
| 3. | Has this invoice been paid? Circle: a. If answered YES to [3], when was this | invoice paid? | Date: | NO | |
| 4. | Total interest paid | | \$ | | |
| | a. If answered ZERO to [4], please expla | in | | | |
| 5. | Reasons for non-compliance | | | | |
| 6. | How will you prevent future non-complia | nce? | | | |
| | | | | | |
| | | | | | |

Date by which action(s) (including to prevent future non-compliances) will be completed: