

Commonwealth Contract – Services



Commonwealth of Australia

Commonwealth Contract - Services

Reference No: MSD-15/16-001

Customer

Customer Name	Department of the Prime Minister and Cabinet
Customer ABN	18 108 001 191
Address	PO Box 6500, CANBERRA, ACT 2600

Supplier

Supplier Name	Adelaide Bragg & Associates
Supplier ABN	24 053 273 573
Address	PO Box 6131, Hawthorn West, VIC 3122

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date and continues for the Contract Term unless:

- (a) it is terminated earlier; or
- (b) if a Contract Extension Option is set out in the table, the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Date
Contract Start Date	Wednesday <u>Tuesday</u> , 14 3 October 2015
Contract Term	This Contract will commence on the Contract Start Date or the date the Contract is executed, whichever is the latter and remain in force for a period of 3 month.
Contract Extension Option	Not Applicable

C.A.2 The Requirement

The services that will be provided include:

- ~~Preparation of a design and concept brief for the project~~
- Preparation of furniture layout and plans taking into account the room plans and making use of existing furniture where possible
- Preparation of a written proposal specifying:
 - Recommended fabric choice for existing furniture
 - Recommended items such as lampshades and accessories for curtains
- [Advice on specific requirements as identified by the Department of the Prime Minister and Cabinet
 - ~~all items (including soft furnishings, hard furnishings, rugs and accessories) to be delivered and their wholesale costs~~
- ~~Specification and purchasing of all items to be delivered, including the oversight of any manufactured items~~
- Supply of all soft furnishings, hard furnishings, rugs fabrics and accessories ~~including all manufacturing~~, to be provided from the suppliers' specialist suppliers at wholesale price
- Delivery and installation of items

Documentation, administration and management to be provided for each of the services referred to above.

Where appropriate, Australian manufactured items will be preferred.

C.A.2 (a) Standards

No Additional Standards Specified

C.A.2 (b) Security Requirements

No Additional Security Requirements

C.A.2 (c) Workplace Health and Safety

Throughout the Contract period, the Customer and the Supplier will proactively identify and cooperate to manage any Workplace Health and Safety issues that may arise.

No Additional Workplace Health and Safety Requirements

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C.A.2 (d) Delivery and Acceptance

Where the Customer rejects any Services under Clause C.C.10 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the Services meet the requirements of the Contract. The Supplier must comply with any such requirement. Rectified Services are subject to acceptance under Clause C.C.10 [*Delivery and Acceptance*].

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

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate the Contract in accordance with Clause C.C.11 [*Termination for Cause*].

C.A.2 (e) Facilities and Assistance

Not Applicable

C.A.2 (f) Customer Material

Not Applicable

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **~~\$339,900.00~~** as set out below:

Fixed Price

Item Description	Quantity	Total Price Ex GST	GST	Total Price Inc GST
Services Fee	1	\$309,000.00	\$39,000.00	\$339,000.00 .00

Total Fixed Price for Services ~~\$33,000.00~~

C.A.3 (a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone	Payment Amount
13 /10/2015	On Commencement (50% of agreed Fee)	\$46,500.00
13/11/2015	Progress payment On Completion	\$84,250.00
13/1/2016	On completion	\$8,250.00

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under the Contract and are the contact points for general liaison.

C.A.4 (a) The Customer's Contract Manager:

The person occupying the position of:

Currently: Pip Spence

Postal Address: First Assistant Secretary, Ministerial Support Division

Telephone: (02) 6271 5552

Commonwealth Contract – Services

Email Address: pip.spence@pmc.gov.au

C.A.4 (b) Address for Invoices:

Addressee Name: Pip Spence
Position Title: First Assistant Secretary, Ministerial Support Division
Postal Address: GPO Box 6500 CANBERRA ACT 2600
Email Address: pip.spence@pmc.gov.au
Telephone: (02) 6271 5552

C.A.4 (c) The Supplier's Contract Manager:

Name: Angela Bragg

Postal Address: PO Box 6131 Hawthorn West, VIC 3122
Telephone: (03) 9818 6757
Email Address: admin@adelaidebragg.com.au

C.A.5 Specified Personnel

Not Applicable

Position/Role	Name	Security Clearance Level
Designer	Angela Marshall	Not applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

C.B.1 Intellectual Property

The Supplier grants the Customer a fee free, non-exclusive, irrevocable, world-wide licence to exercise the intellectual property rights in the Material provided under the Contract for any purpose. The licence granted to the Customer under this clause includes a right to sub-licence those rights, including to the public under an open access licence.

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Interest on Late Payments

If the Customer fails to make a payment to the Supplier by the business day it is due and the amount of interest payable under this clause exceeds \$10, the Customer will pay the unpaid amount plus interest on the unpaid amount.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website.

Additional Information

Where applicable the cost of plane tickets and car rental will be charged in addition to the service fee.

Courier and freight charges incurred will be charged in addition to the service fee.

Costs of additional items will be separately identified on invoices supplied.

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Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- (a) Additional Contract Terms (if any);
- (b) Statement of Work;
- (c) Commonwealth Contract Terms;
- (d) Commonwealth Contracting Suite Glossary; and
- (e) Contract Annex 1 – Supplementary information (if any)

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of the Prime Minister and Cabinet

ABN 18 108 001 191 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (*print*)

Name of delegate (*print*)

Position of delegate (*print*)

On:

Executed by Adelaide Bragg & Associates ACN: in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (*print*)

Name of director/company secretary (*print*)

On:

On:

Contract Annex 1 – Supplementary Information

Not Applicable

Commonwealth Contract – Services

Commonwealth Contract Terms

Some terms used in these Commonwealth Contract Terms have been given a special meaning.

Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

Background

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.

C.C.1 Relationship of the Parties:

Neither party is the employee, agent or partner of the other party. Neither party, by virtue of this Contract, is authorised to bind or represent the other party.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and co-operate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, co-operate and co-ordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health of workers and workplaces.

C.C.2 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter. 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 were correct when made and remain correct.

No agreement or understanding varying or extending the Contract is legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay does not operate to prejudice those rights.

C.C.3 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any).

as at 9:00am, Canberra time, on the date of the Contract, unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

C.C.4 Survival:

Clauses C.C.9 [*Liability of the Supplier*], C.C.18 [*Supplier not to make representations*], C.C.20 [*Compliance with Commonwealth Laws and policies*] and clause C.B.1 [*Intellectual Property*] (if included) survive termination or expiry of the Contract.

C.C.5 Governing Law:

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

C.C.6 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict.

C.C.7 Assignment:

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.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.8 Subcontracting:

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.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item.

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.

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.9 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any breach of the Supplier's obligations or representations under the Contract.

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The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.10 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

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 *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated, 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 *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery if the Goods and/or Services do not comply with the requirements of the Contract. If the Customer does not notify the Supplier of rejection within the fourteen (14) day period, 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.

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.11 Termination for Cause:

The Customer may terminate the Contract in whole or in part 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 clause C.C.10 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a 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) 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* ; or
- (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966*.

Termination of a Contract under this clause, does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.12 Termination or Reduction for Convenience:

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.

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.

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.

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 the Acceptance clause of the Contract, before the effective date of termination or reduction.

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.

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.13 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, 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;

Commonwealth Contract Terms

- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, 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;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to a 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 fifteen (15) business days of the request.

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.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier and the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to Termination for Cause under clause C.C.11 or to legal proceedings for urgent interlocutory relief.

C.C.14 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform that 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.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly replace any Specified Personnel that the Customer reasonably considers should be replaced with personnel acceptable to the Customer.

C.C.15 Licences Approvals and Warranties:

The Supplier must obtain and maintain all licenses or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

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 Moral Rights.

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.

C.C.16 Invoice:

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

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.

Payment of any invoice is not evidence that the obligations under the Contract are accepted, evidence of the value of the obligations performed by the Supplier, or an admission of liability, but is payment on account only.

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.17 Payment:

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.

C.C.18 Supplier not to make representations:

The Supplier must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Customer, or as otherwise able to bind or represent the Customer.

C.C.19 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.20 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

This general obligation is not limited by the following clauses A to G.

- A. **Access to Supplier's Premises:** The Supplier agrees to give the Customer, or its nominee, all assistance reasonably requested for any purpose associated with the Contract or any review of the Supplier's performance under the Contract. This will include, but is not limited to, access to premises, material, records and personnel associated with the Goods and/or Services and the Contract.

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- B. **Confidential Information:** 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. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information. If, at any time, the Customer requires, the Supplier is to arrange for its 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.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information.

- C. **Privacy Act 1988 (Cth) Requirements:** 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.

The Supplier will immediately notify the Customer if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause C.C.20(C).

- D. **Criminal Code:** 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)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract acknowledges the information contained in this clause.

- E. **Freedom of Information (Act 1982 (Cth) ("FOI Act") Requirements:** Where the Customer has received an FOI request for access to a document created by, or in the possession of the Supplier or its subcontractors that relates to the Contract and is required to be provided under the FOI Act, the Supplier must promptly provide the document to the Customer, on request, at no cost.

- F. **Record Keeping:** The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and allow the Customer or its authorised representative to inspect those records when requested. The Supplier will provide any assistance and information required should the Australian National Audit Office wish to conduct an audit of the Supplier's accounts and records.

The Supplier must not transfer, or permit the transfer of, custody or the ownership of any Commonwealth record (as defined in the *Archives Act 1983 (Cth)*) without the prior written consent of the Customer. All Commonwealth records must be returned to the Customer at the conclusion of the Contract.

- G. **Security and Safety:** 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.

The Supplier must ensure that any material and property (including security-related devices and clearances) 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.

- H. **Indigenous Procurement Policy:** In providing the Goods and/or Services, the Supplier agrees to use its reasonable efforts to comply with the Commonwealth's Indigenous Procurement Policy (available at www.dpmc.gov.au/indigenousaffairs).

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A./x/ – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B./x/ – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A./x/ – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B./x/ – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C./x/ – is a reference to a clause of the **Commonwealth Contract Terms**.
- f) a clause in the form D.A./x/ – is a reference to a clause of the **CCS Standing Offer Deed**.
- g) a clause in the form D.B./x/ – is a reference to a clause of the **CCS Additional Deed Terms**
- h) a clause in the form D.C./x/ – is a reference to a clause of the **CCS Standing Offer Deed Terms**.

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

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

“Approach to Market or ATM” means the notice inviting potential suppliers to participate in the procurement.

“Closing Time” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“Contract” means either the documentation specified in clause C.C.3 [*Precedence of Documents*] or, where a contract is created by the issue of an Order under a Deed, the documentation specified on the Contract Signing Page of the Order.

“Contract Extension Option” means an option of a Customer to extend a Contract for one or more additional time periods. **“Contract Manager”** means the contract manager for the Customer and/or Supplier (as relevant) specified in item C.A.4 [*Contract Managers and Addresses for Notices*].

“Contract Price” means the total contract price specified in item C.A.3 [*Contract Price*], 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 calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all 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 a party specified in a Contract or a Deed as a Customer.

“Deed” means the documentation specified in clause D.C.3 [*Precedence of Documents*]

“Deed Extension Option” means an option of a Panel Owner to extend a Contract for one or more additional time periods.

“Deed Manager” means the deed manager for the Customer and/or Supplier (as relevant) specified in item D.A.4 [*Deed Managers and Addresses for Notices*].

“Deed Statement of Work” means the section of the CCS Standing Offer Deed with the heading “Deed Statement of Work”.

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

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

“Goods and/or Services” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

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

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

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

“Material” means any material 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 right of attribution of authorship of work, right not to have authorship of work falsely attributed and right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Statement of Work or as notified from time to time.

“Order” means any order issued under a Deed.

“Panel Owner” means the party specified in a Deed as the Panel Owner.

“Quote” means a price submitted by the Supplier for the provision of particular Goods and/or Services.

“Requirement” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the CCS Standing Offer Terms the section of the CCS Standing Offer Deed with the heading ‘Requirement’; or
- c) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’.

“Specified Personnel” means the personnel specified in item C.A.5 or such other personnel who are accepted by the Customer in accordance with clause C.C.14 [*Specified Personnel*]

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

“Statement of Work” means the section of the Contract or the Order, as the case may be, with the heading ‘Statement of Work’.

“Supplier” means a party specified in a Contract or a Deed as a Supplier.

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Reference No: MSD-15/16-001

Customer

Customer Name	Department of the Prime Minister and Cabinet
Customer ABN	18 108 001 191
Address	PO Box 6500, CANBERRA, ACT 2600

Supplier

Supplier Name	Adelaide Bragg & Associates
Supplier ABN	24 053 273 573
Address	PO Box 6131, Hawthorn West, VIC 3122

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date and continues for the Contract Term unless:

- (a) it is terminated earlier; or
- (b) if a Contract Extension Option is set out in the table, the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Date
Contract Start Date	Wednesday <u>Tuesday</u> , 14 3 October 2015
Contract Term	This Contract will commence on the Contract Start Date or the date the Contract is executed, whichever is the latter and remain in force for a period of 3 month.
Contract Extension Option	Not Applicable

C.A.2 The Requirement

The services that will be provided include:

- ~~Preparation of a design and concept brief for the project~~
- Preparation of furniture layout and plans taking into account the room plans and making use of existing furniture where possible
- ~~Preparation of a written proposal advice~~ specifying:
 - ~~Fabric choice for existing furniture~~
 - ~~Detailed measurements and design for the reupholstering of significant pieces of furniture~~
 - ~~Specifications for soft furnishings as requested~~
 - ~~all items (including soft furnishings, hard furnishings, rugs and accessories) to be delivered and their wholesale costs~~
- ~~Specification and purchasing of all items to be delivered, including the oversight of any manufactured items~~
- Supply of ~~all soft furnishings, hard furnishings, rugs fabrics and accessories for the reupholstering of existing furniture including all manufacturing~~, to be provided from the suppliers' specialist suppliers at wholesale price
- ~~Delivery and installation of items~~

Documentation, administration and management to be provided for each of the services referred to above.

Where appropriate, Australian manufactured items will be preferred.

C.A.2 (a) Standards

No Additional Standards Specified

C.A.2 (b) Security Requirements

No Additional Security Requirements

C.A.2 (c) Workplace Health and Safety

Throughout the Contract period, the Customer and the Supplier will proactively identify and cooperate to manage any Workplace Health and Safety issues that may arise.

No Additional Workplace Health and Safety Requirements

Commonwealth Contract – Services

C.A.2 (d) Delivery and Acceptance

Where the Customer rejects any Services under Clause C.C.10 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the Services meet the requirements of the Contract. The Supplier must comply with any such requirement. Rectified Services are subject to acceptance under Clause C.C.10 [*Delivery and Acceptance*].

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

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate the Contract in accordance with Clause C.C.11 [*Termination for Cause*].

C.A.2 (e) Facilities and Assistance

Not Applicable

C.A.2 (f) Customer Material

Not Applicable

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$339,900.00** as set out below:

Fixed Price

Item Description	Quantity	Total Price Ex GST	GST	Total Price Inc GST
Services Fee	1	\$309 ,000.00	\$39 ,000.00	\$339,000 900.00

Total Fixed Price for Services ~~\$33,000~~9,900.00

C.A.3 (a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone	Payment Amount
13 /10/2015	On Commencement (50% of agreed Fee)	\$46,5 00.00
13/11/2015	Progress payment On Completion	\$84, 2500.00
13/1/2016	On completion	\$8,250 .00

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under the Contract and are the contact points for general liaison.

C.A.4 (a) The Customer's Contract Manager:

The person occupying the position of:

Currently: Pip Spence

Postal Address: First Assistant Secretary, Ministerial Support Division

Telephone: (02) 6271 5552

Commonwealth Contract – Services

Email Address: pip.spence@pmc.gov.au

C.A.4 (b) Address for Invoices:

Addressee Name: Pip Spence
Position Title: First Assistant Secretary, Ministerial Support Division
Postal Address: GPO Box 6500 CANBERRA ACT 2600
Email Address: pip.spence@pmc.gov.au
Telephone: (02) 6271 5552

C.A.4 (c) The Supplier's Contract Manager:

Name: Angela Bragg

Postal Address: PO Box 6131 Hawthorn West, VIC 3122
Telephone: (03) 9818 6757
Email Address: admin@adelaidebragg.com.au

C.A.5 Specified Personnel

Not Applicable

Position/Role	Name	Security Clearance Level
Designer	Angela Marshall	Not applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

C.B.1 Intellectual Property

The Supplier grants the Customer a fee free, non-exclusive, irrevocable, world-wide licence to exercise the intellectual property rights in the Material provided under the Contract for any purpose. The licence granted to the Customer under this clause includes a right to sub-licence those rights, including to the public under an open access licence.

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Interest on Late Payments

If the Customer fails to make a payment to the Supplier by the business day it is due and the amount of interest payable under this clause exceeds \$10, the Customer will pay the unpaid amount plus interest on the unpaid amount.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website.

Additional Information

Where applicable the cost of plane tickets and car rental will be charged in addition to the service fee.

Courier and freight charges incurred will be charged in addition to the service fee.

Costs of additional items will be separately identified on invoices supplied.

Commonwealth Contract – Services

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- (a) Additional Contract Terms (if any);
- (b) Statement of Work;
- (c) Commonwealth Contract Terms;
- (d) Commonwealth Contracting Suite Glossary; and
- (e) Contract Annex 1 – Supplementary information (if any)

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of the Prime Minister and Cabinet

ABN 18 108 001 191 by its duly authorised delegate in the presence of

Signature of witness

Signature of delegate

Name of witness (*print*)

Name of delegate (*print*)

Position of delegate (*print*)

On:

Executed by Adelaide Bragg & Associates ACN: in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (*print*)

Name of director/company secretary (*print*)

On:

On:

Contract Annex 1 – Supplementary Information

Not Applicable

Commonwealth Contract – Services

Commonwealth Contract Terms

Some terms used in these Commonwealth Contract Terms have been given a special meaning.

Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

Background

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.

C.C.1 Relationship of the Parties:

Neither party is the employee, agent or partner of the other party. Neither party, by virtue of this Contract, is authorised to bind or represent the other party.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and co-operate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, co-operate and co-ordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health of workers and workplaces.

C.C.2 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter. 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 were correct when made and remain correct.

No agreement or understanding varying or extending the Contract is legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay does not operate to prejudice those rights.

C.C.3 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any).

as at 9:00am, Canberra time, on the date of the Contract, unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

C.C.4 Survival:

Clauses C.C.9 [*Liability of the Supplier*], C.C.18 [*Supplier not to make representations*], C.C.20 [*Compliance with Commonwealth Laws and policies*] and clause C.B.1 [*Intellectual Property*] (if included) survive termination or expiry of the Contract.

C.C.5 Governing Law:

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

C.C.6 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict.

C.C.7 Assignment:

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.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.8 Subcontracting:

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.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item.

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.

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.9 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any breach of the Supplier's obligations or representations under the Contract.

Commonwealth Contract Terms

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.10 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

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 *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated, 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 *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery if the Goods and/or Services do not comply with the requirements of the Contract. If the Customer does not notify the Supplier of rejection within the fourteen (14) day period, 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.

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.11 Termination for Cause:

The Customer may terminate the Contract in whole or in part 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 clause C.C.10 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a 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) 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* ; or
- (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966*.

Termination of a Contract under this clause, does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.12 Termination or Reduction for Convenience:

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.

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.

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.

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 the Acceptance clause of the Contract, before the effective date of termination or reduction.

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.

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.13 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, 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;

Commonwealth Contract Terms

- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, 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;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to a 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 fifteen (15) business days of the request.

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.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier and the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to Termination for Cause under clause C.C.11 or to legal proceedings for urgent interlocutory relief.

C.C.14 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [Specified Personnel] (if any) perform that 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.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly replace any Specified Personnel that the Customer reasonably considers should be replaced with personnel acceptable to the Customer.

C.C.15 Licences Approvals and Warranties:

The Supplier must obtain and maintain all licenses or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

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 Moral Rights.

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.

C.C.16 Invoice:

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

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.

Payment of any invoice is not evidence that the obligations under the Contract are accepted, evidence of the value of the obligations performed by the Supplier, or an admission of liability, but is payment on account only.

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.17 Payment:

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.

C.C.18 Supplier not to make representations:

The Supplier must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Customer, or as otherwise able to bind or represent the Customer.

C.C.19 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.20 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

This general obligation is not limited by the following clauses A to G.

- A. **Access to Supplier's Premises:** The Supplier agrees to give the Customer, or its nominee, all assistance reasonably requested for any purpose associated with the Contract or any review of the Supplier's performance under the Contract. This will include, but is not limited to, access to premises, material, records and personnel associated with the Goods and/or Services and the Contract.

Commonwealth Contract Terms

- B. **Confidential Information:** 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. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information. If, at any time, the Customer requires, the Supplier is to arrange for its 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.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information.

- C. **Privacy Act 1988 (Cth) Requirements:** 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.

The Supplier will immediately notify the Customer if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause C.C.20(C).

- D. **Criminal Code:** 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)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract acknowledges the information contained in this clause.

- E. **Freedom of Information (Act 1982 (Cth) ("FOI Act") Requirements:** Where the Customer has received an FOI request for access to a document created by, or in the possession of the Supplier or its subcontractors that relates to the Contract and is required to be provided under the FOI Act, the Supplier must promptly provide the document to the Customer, on request, at no cost.

- F. **Record Keeping:** The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and allow the Customer or its authorised representative to inspect those records when requested. The Supplier will provide any assistance and information required should the Australian National Audit Office wish to conduct an audit of the Supplier's accounts and records.

The Supplier must not transfer, or permit the transfer of, custody or the ownership of any Commonwealth record (as defined in the *Archives Act 1983 (Cth)*) without the prior written consent of the Customer. All Commonwealth records must be returned to the Customer at the conclusion of the Contract.

- G. **Security and Safety:** 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.

The Supplier must ensure that any material and property (including security-related devices and clearances) 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.

- H. **Indigenous Procurement Policy:** In providing the Goods and/or Services, the Supplier agrees to use its reasonable efforts to comply with the Commonwealth's Indigenous Procurement Policy (available at www.dpmc.gov.au/indigenousaffairs).

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A./x/ – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B./x/ – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A./x/ – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B./x/ – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C./x/ – is a reference to a clause of the **Commonwealth Contract Terms**.
- f) a clause in the form D.A./x/ – is a reference to a clause of the **CCS Standing Offer Deed**.
- g) a clause in the form D.B./x/ – is a reference to a clause of the **CCS Additional Deed Terms**
- h) a clause in the form D.C./x/ – is a reference to a clause of the **CCS Standing Offer Deed Terms**.

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

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

“Approach to Market or ATM” means the notice inviting potential suppliers to participate in the procurement.

“Closing Time” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“Contract” means either the documentation specified in clause C.C.3 [*Precedence of Documents*] or, where a contract is created by the issue of an Order under a Deed, the documentation specified on the Contract Signing Page of the Order.

“Contract Extension Option” means an option of a Customer to extend a Contract for one or more additional time periods. **“Contract Manager”** means the contract manager for the Customer and/or Supplier (as relevant) specified in item C.A.4 [*Contract Managers and Addresses for Notices*].

“Contract Price” means the total contract price specified in item C.A.3 [*Contract Price*], 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 calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all 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 a party specified in a Contract or a Deed as a Customer.

“Deed” means the documentation specified in clause D.C.3 [*Precedence of Documents*]

“Deed Extension Option” means an option of a Panel Owner to extend a Contract for one or more additional time periods.

“Deed Manager” means the deed manager for the Customer and/or Supplier (as relevant) specified in item D.A.4 [*Deed Managers and Addresses for Notices*].

“Deed Statement of Work” means the section of the CCS Standing Offer Deed with the heading “Deed Statement of Work”.

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

Commonwealth Contract – Services

Commonwealth Contracting Suite (CCS) Glossary

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

“Goods and/or Services” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

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

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

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

“Material” means any material 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 right of attribution of authorship of work, right not to have authorship of work falsely attributed and right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Statement of Work or as notified from time to time.

“Order” means any order issued under a Deed.

“Panel Owner” means the party specified in a Deed as the Panel Owner.

“Quote” means a price submitted by the Supplier for the provision of particular Goods and/or Services.

“Requirement” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the CCS Standing Offer Terms the section of the CCS Standing Offer Deed with the heading ‘Requirement’; or
- c) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’.

“Specified Personnel” means the personnel specified in item C.A.5 or such other personnel who are accepted by the Customer in accordance with clause C.C.14 [*Specified Personnel*]

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

“Statement of Work” means the section of the Contract or the Order, as the case may be, with the heading ‘Statement of Work’.

“Supplier” means a party specified in a Contract or a Deed as a Supplier.

Commonwealth Contract – Services



Commonwealth of Australia

Commonwealth Contract - Services

Reference No: MSD-15/16-001

Customer

Customer Name	Department of the Prime Minister and Cabinet
Customer ABN	18 108 001 191
Address	PO Box 6500, CANBERRA, ACT 2600

Supplier

Supplier Name	Adelaide Bragg & Associates
Supplier ABN	24 053 273 573
Address	PO Box 6131, Hawthorn West, VIC 3122

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date and continues for the Contract Term unless:

- (a) it is terminated earlier; or
- (b) if a Contract Extension Option is set out in the table, the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Date
Contract Start Date	Tuesday <u>Wednesday, 13-14</u> October 2015
Contract Term	This Contract will commence on the Contract Start Date or the date the Contract is executed, whichever is the latter and remain in force for a period of 4 months.
Contract Extension Option	Not Applicable

C.A.2 The Requirement

The services that will be provided include:

- ~~• Preparation of a design and concept brief for the project~~
- Preparation of furniture layout and plans taking into account the room plans and making use of existing furniture where possible
- ~~• Preparation of a written proposal advice~~ specifying:
 - ~~Fabric choice for existing furniture~~
 - ~~Specifications for the reupholstering of significant pieces of furniture~~
 - ~~Specifications for the soft furnishings as requested.~~
- ~~• all items (including soft furnishings, hard furnishings, rugs and accessories) to be delivered and their wholesale costs~~
- ~~• Specification and purchasing of all items to be delivered, including the oversight of any manufactured items~~
- Supply of ~~all soft furnishings, hard furnishings, rugs and accessories~~ fabrics as required for the reupholstering of existing furniture, including all manufacturing, to be provided from the suppliers' specialist suppliers at wholesale price
- ~~• Delivery and installation of items~~

Documentation, administration and management to be provided for each of the services referred to above.

Where appropriate, Australian manufactured items will be preferred.

C.A.2 (a) Standards

No Additional Standards Specified

C.A.2 (b) Security Requirements

No Additional Security Requirements

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Commonwealth Contract – Services

C.A.2 (c) Workplace Health and Safety

Throughout the Contract period, the Customer and the Supplier will proactively identify and cooperate to manage any Workplace Health and Safety issues that may arise.

No Additional Workplace Health and Safety Requirements

C.A.2 (d) Delivery and Acceptance

Where the Customer rejects any Services under Clause C.C.10 [Delivery and Acceptance] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the Services meet the requirements of the Contract. The Supplier must comply with any such requirement. Rectified Services are subject to acceptance under Clause C.C.10 [Delivery and Acceptance].

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

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate the Contract in accordance with Clause C.C.11 [Termination for Cause].

C.A.2 (e) Facilities and Assistance

Not Applicable

C.A.2 (f) Customer Material

Not Applicable

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$33,000.00** as set out below:

Fixed Price

Item Description	Quantity	Total Price Ex GST	GST	Total Price Inc GST
Services Fee	1	\$30,000 9000.00	\$3,0900.00	\$9,900 33.00 0.00

Total Fixed Price for Services ~~\$933,990~~00.00

C.A.3 (a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone	Payment Amount
1 3 /10/2015	On Commencement (50% of agreed Fee)	\$16,500 4950.00
13/11/2015	Progress payment	\$8,250 0.00
13/1/2016	On completion	\$8,250 4950.00

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under the Contract and are the contact points for general liaison.

C.A.4 (a) The Customer's Contract Manager:

The person occupying the position of:

Commonwealth Contract – Services

Currently: Pip Spence
Postal Address: First Assistant Secretary, Ministerial Support Division
Telephone: (02) 6271 5552
Email Address: pip.spence@pmc.gov.au

C.A.4 (b) Address for Invoices:

Addressee Name: Pip Spence
Position Title: First Assistant Secretary, Ministerial Support Division
Postal Address: GPO Box 6500 CANBERRA ACT 2600
Email Address: pip.spence@pmc.gov.au
Telephone: (02) 6271 5552

C.A.4 (c) The Supplier's Contract Manager:

Name: Tamsen A'Beckett
Position Title: Office Manager
Postal Address: PO Box 6131 Hawthorn West, VIC 3122
Telephone: (03) 9818 6757
Email Address: admin@adelaidebragg.com.au

C.A.5 Specified Personnel

Not Applicable

Position/Role	Name	Security Clearance Level
Senior Designer	Angela Marshall	Not applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

C.B.1 Intellectual Property

The Supplier grants where possible the Customer a fee free, non-exclusive, irrevocable, world-wide licence to exercise the intellectual property rights in the Material provided under the Contract for any purpose. The licence granted to the Customer under this clause includes a right to sub-licence those rights, including to the public under an open access licence.

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Interest on Late Payments

If the Customer fails to make a payment to the Supplier by the business day it is due and the amount of interest payable under this clause exceeds \$10, the Customer will pay the unpaid amount plus interest on the unpaid amount.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website.

Additional Information

Where applicable the cost of plane tickets and car rental will be charged in addition to the service fee.

Courier and freight charges incurred will be charged in addition to the service fee.

Costs of additional items will be separately identified on invoices supplied.

Commonwealth Contract – Services

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- (a) Additional Contract Terms (if any);
- (b) Statement of Work (if applicable);
- (c) Commonwealth Contract Terms;
- (d) Commonwealth Contracting Suite Glossary; and
- (e) Contract Annex 1 – Supplementary information (if any)

EXECUTED as an Agreement

Signed for and on behalf of the Commonwealth of Australia as represented by Department of the Prime Minister and Cabinet

ABN 18 108 001 191 by its duly authorised delegate in the presence of

Signature of witness	Signature of delegate
<hr/>	<hr/>
Name of witness (print)	Name of delegate (print)
<hr/>	<hr/>
	Position of delegate (print)
	<hr/>
	On:

Executed by Adelaide Bragg & Associates ABN:24 053 273 573 in accordance with Section 127 of the Corporations Act 2001

Signature of director	Signature of director/company secretary (Please delete as applicable)
<hr/>	<hr/>
Name of director (print)	
Name of director/company secretary (print)	
<hr/>	<hr/>

Commonwealth Contract – Services

On: ~~On:~~

Contract Annex 1 – Supplementary Information

Not Applicable

Commonwealth Contract – Services

Commonwealth Contract Terms

Some terms used in these Commonwealth Contract Terms have been given a special meaning.

Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

Background

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.

C.C.1 Relationship of the Parties:

Neither party is the employee, agent or partner of the other party. Neither party, by virtue of this Contract, is authorised to bind or represent the other party.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and co-operate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, co-operate and co-ordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health of workers and workplaces.

C.C.2 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter. 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 were correct when made and remain correct.

No agreement or understanding varying or extending the Contract is legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay does not operate to prejudice those rights.

C.C.3 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any).

as at 9:00am, Canberra time, on the date of the Contract, unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

C.C.4 Survival:

Clauses C.C.9 [*Liability of the Supplier*], C.C.18 [*Supplier not to make representations*], C.C.20 [*Compliance with Commonwealth Laws and policies*] and clause C.B.1 [*Intellectual Property*] (if included) survive termination or expiry of the Contract.

C.C.5 Governing Law:

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

C.C.6 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict.

C.C.7 Assignment:

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.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.8 Subcontracting:

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.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item.

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.

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.9 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any breach of the Supplier's obligations or representations under the Contract.

Commonwealth Contract Terms

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.10 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

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 *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated, 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 *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery if the Goods and/or Services do not comply with the requirements of the Contract. If the Customer does not notify the Supplier of rejection within the fourteen (14) day period, 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.

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.11 Termination for Cause:

The Customer may terminate the Contract in whole or in part 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 clause C.C.10 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a 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) 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* ; or
- (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966*.

Termination of a Contract under this clause, does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.12 Termination or Reduction for Convenience:

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.

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.

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.

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 the Acceptance clause of the Contract, before the effective date of termination or reduction.

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.

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.13 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, 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;

Commonwealth Contract Terms

- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, 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;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to a 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 fifteen (15) business days of the request.

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.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier and the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to Termination for Cause under clause C.C.11 or to legal proceedings for urgent interlocutory relief.

C.C.14 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform that 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.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly replace any Specified Personnel that the Customer reasonably considers should be replaced with personnel acceptable to the Customer.

C.C.15 Licences Approvals and Warranties:

The Supplier must obtain and maintain all licenses or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

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 Moral Rights.

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.

C.C.16 Invoice:

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

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.

Payment of any invoice is not evidence that the obligations under the Contract are accepted, evidence of the value of the obligations performed by the Supplier, or an admission of liability, but is payment on account only.

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.17 Payment:

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.

C.C.18 Supplier not to make representations:

The Supplier must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Customer, or as otherwise able to bind or represent the Customer.

C.C.19 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.20 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

This general obligation is not limited by the following clauses A to G.

- A. **Access to Supplier's Premises:** The Supplier agrees to give the Customer, or its nominee, all assistance reasonably requested for any purpose associated with the Contract or any review of the Supplier's performance under the Contract. This will include, but is not limited to, access to premises, material, records and personnel associated with the Goods and/or Services and the Contract.

Commonwealth Contract Terms

- B. **Confidential Information:** 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. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information. If, at any time, the Customer requires, the Supplier is to arrange for its 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.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information.

- C. **Privacy Act 1988 (Cth) Requirements:** 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.

The Supplier will immediately notify the Customer if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause C.C.20(C).

- D. **Criminal Code:** 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)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract acknowledges the information contained in this clause.

- E. **Freedom of Information (Act 1982 (Cth) ("FOI Act") Requirements:** Where the Customer has received an FOI request for access to a document created by, or in the possession of the Supplier or its subcontractors that relates to the Contract and is required to be provided under the FOI Act, the Supplier must promptly provide the document to the Customer, on request, at no cost.

- F. **Record Keeping:** The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and allow the Customer or its authorised representative to inspect those records when requested. The Supplier will provide any assistance and information required should the Australian National Audit Office wish to conduct an audit of the Supplier's accounts and records.

The Supplier must not transfer, or permit the transfer of, custody or the ownership of any Commonwealth record (as defined in the *Archives Act 1983 (Cth)*) without the prior written consent of the Customer. All Commonwealth records must be returned to the Customer at the conclusion of the Contract.

- G. **Security and Safety:** 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.

The Supplier must ensure that any material and property (including security-related devices and clearances) 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.

- H. **Indigenous Procurement Policy:** In providing the Goods and/or Services, the Supplier agrees to use its reasonable efforts to comply with the Commonwealth's Indigenous Procurement Policy (available at www.dpmc.gov.au/indigenousaffairs).

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A./x/ – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B./x/ – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A./x/ – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B./x/ – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C./x/ – is a reference to a clause of the **Commonwealth Contract Terms**.
- f) a clause in the form D.A./x/ – is a reference to a clause of the **CCS Standing Offer Deed**.
- g) a clause in the form D.B./x/ – is a reference to a clause of the **CCS Additional Deed Terms**
- h) a clause in the form D.C./x/ – is a reference to a clause of the **CCS Standing Offer Deed Terms**.

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

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

“Approach to Market or ATM” means the notice inviting potential suppliers to participate in the procurement.

“Closing Time” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“Contract” means either the documentation specified in clause C.C.3 [*Precedence of Documents*] or, where a contract is created by the issue of an Order under a Deed, the documentation specified on the Contract Signing Page of the Order.

“Contract Extension Option” means an option of a Customer to extend a Contract for one or more additional time periods. **“Contract Manager”** means the contract manager for the Customer and/or Supplier (as relevant) specified in item C.A.4 [*Contract Managers and Addresses for Notices*].

“Contract Price” means the total contract price specified in item C.A.3 [*Contract Price*], 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 calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all 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 a party specified in a Contract or a Deed as a Customer.

“Deed” means the documentation specified in clause D.C.3 [*Precedence of Documents*]

“Deed Extension Option” means an option of a Panel Owner to extend a Contract for one or more additional time periods.

“Deed Manager” means the deed manager for the Customer and/or Supplier (as relevant) specified in item D.A.4 [*Deed Managers and Addresses for Notices*].

“Deed Statement of Work” means the section of the CCS Standing Offer Deed with the heading “Deed Statement of Work”.

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

Commonwealth Contract – Services

Commonwealth Contracting Suite (CCS) Glossary

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

“Goods and/or Services” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

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

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

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

“Material” means any material 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 right of attribution of authorship of work, right not to have authorship of work falsely attributed and right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Statement of Work or as notified from time to time.

“Order” means any order issued under a Deed.

“Panel Owner” means the party specified in a Deed as the Panel Owner.

“Quote” means a price submitted by the Supplier for the provision of particular Goods and/or Services.

“Requirement” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the CCS Standing Offer Terms the section of the CCS Standing Offer Deed with the heading ‘Requirement’; or
- c) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’.

“Specified Personnel” means the personnel specified in item C.A.5 or such other personnel who are accepted by the Customer in accordance with clause C.C.14 [*Specified Personnel*]

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

“Statement of Work” means the section of the Contract or the Order, as the case may be, with the heading ‘Statement of Work’.

“Supplier” means a party specified in a Contract or a Deed as a Supplier.

Commonwealth Contract – Services



Commonwealth of Australia

Commonwealth Contract - Services

Reference No: MSD-15/16-001

Customer

Customer Name	Department of the Prime Minister and Cabinet
Customer ABN	18 108 001 191
Address	PO Box 6500, CANBERRA, ACT 2600

Supplier

Supplier Name	Adelaide Bragg & Associates
Supplier ABN	24 053 273 573
Address	PO Box 6131, Hawthorn West, VIC 3122

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date and continues for the Contract Term unless:

- (a) it is terminated earlier; or
- (b) if a Contract Extension Option is set out in the table, the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Date
Contract Start Date	Tuesday <u>Wednesday, 13-14</u> October 2015
Contract Term	This Contract will commence on the Contract Start Date or the date the Contract is executed, whichever is the latter and remain in force for a period of 4 months.
Contract Extension Option	Not Applicable

C.A.2 The Requirement

The services that will be provided include:

- ~~• Preparation of a design and concept brief for the project~~
- Preparation of furniture layout and plans taking into account the room plans and making use of existing furniture where possible
- ~~• Preparation of a~~ Written proposal ~~advice~~ specifying:
 - Fabric choice for existing furniture
 - Specifications for the reupholstering of significant pieces of furniture
 - Specifications for the soft furnishings as requested.
- ~~• all items (including soft furnishings, hard furnishings, rugs and accessories) to be delivered and their wholesale costs~~
- ~~• Specification and purchasing of all items to be delivered, including the oversight of any manufactured items~~
- Supply of ~~all soft furnishings, hard furnishings, rugs and accessories~~ fabrics as required for the reupholstering of existing furniture, including all manufacturing, to be provided from the suppliers' specialist suppliers at wholesale price
- ~~• Delivery and installation of items~~

Documentation, administration and management to be provided for each of the services referred to above.

Where appropriate, Australian manufactured items will be preferred.

C.A.2 (a) Standards

No Additional Standards Specified

C.A.2 (b) Security Requirements

No Additional Security Requirements

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Commonwealth Contract – Services

C.A.2 (c) Workplace Health and Safety

Throughout the Contract period, the Customer and the Supplier will proactively identify and cooperate to manage any Workplace Health and Safety issues that may arise.
No Additional Workplace Health and Safety Requirements

C.A.2 (d) Delivery and Acceptance

Where the Customer rejects any Services under Clause C.C.10 [Delivery and Acceptance] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the Services meet the requirements of the Contract. The Supplier must comply with any such requirement. Rectified Services are subject to acceptance under Clause C.C.10 [Delivery and Acceptance].

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

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate the Contract in accordance with Clause C.C.11 [Termination for Cause].

C.A.2 (e) Facilities and Assistance

Not Applicable

C.A.2 (f) Customer Material

Not Applicable

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed ~~\$339,0900.00~~ as set out below:

Fixed Price

Item Description	Quantity	Total Price Ex GST	GST	Total Price Inc GST
Services Fee	1	\$30,000 9000.00	\$3,0900.00	\$9,900 33,000.00

Total Fixed Price for Services ~~\$933,0900.00~~

C.A.3 (a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone	Payment Amount
13 10/2015	On Commencement (50% of agreed Fee)	\$16,500 4950.00
13/11/2015	Progress payment	\$8,250.00
13/1/2016	On completion	\$8,250 4950.00

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under the Contract and are the contact points for general liaison.

C.A.4 (a) The Customer's Contract Manager:

The person occupying the position of:

Commonwealth Contract – Services

Currently: Pip Spence
Postal Address: First Assistant Secretary, Ministerial Support Division
Telephone: (02) 6271 5552
Email Address: pip.spence@pmc.gov.au

C.A.4 (b) Address for Invoices:

Addressee Name: Pip Spence
Position Title: First Assistant Secretary, Ministerial Support Division
Postal Address: GPO Box 6500 CANBERRA ACT 2600
Email Address: pip.spence@pmc.gov.au
Telephone: (02) 6271 5552

C.A.4 (c) The Supplier's Contract Manager:

Name: Tamsen A'Beckett
Position Title: Office Manager
Postal Address: PO Box 6131 Hawthorn West, VIC 3122
Telephone: (03) 9818 6757
Email Address: admin@adelaidebragg.com.au

C.A.5 Specified Personnel

Not Applicable

Position/Role	Name	Security Clearance Level
Senior Designer	Angela Marshall	Not applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

C.B.1 Intellectual Property

The Supplier grants where possible the Customer a fee free, non-exclusive, irrevocable, world-wide licence to exercise the intellectual property rights in the Material provided under the Contract for any purpose. The licence granted to the Customer under this clause includes a right to sub-licence those rights, including to the public under an open access licence.

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Interest on Late Payments

If the Customer fails to make a payment to the Supplier by the business day it is due and the amount of interest payable under this clause exceeds \$10, the Customer will pay the unpaid amount plus interest on the unpaid amount.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website.

Additional Information

Where applicable the cost of plane tickets and car rental will be charged in addition to the service fee.

Courier and freight charges incurred will be charged in addition to the service fee.

Costs of additional items will be separately identified on invoices supplied.

Commonwealth Contract – Services

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- (a) Additional Contract Terms (if any);
- (b) Statement of Work (if applicable);
- (c) Commonwealth Contract Terms;
- (d) Commonwealth Contracting Suite Glossary; and
- (e) Contract Annex 1 – Supplementary information (if any)

EXECUTED as an Agreement

Signed for and on behalf of the Commonwealth of Australia as represented by Department of the Prime Minister and Cabinet

ABN 18 108 001 191 by its duly authorised delegate in the presence of

Signature of witness	Signature of delegate
<hr/>	<hr/>
Name of witness (print)	Name of delegate (print)
<hr/>	<hr/>
	Position of delegate (print)
	<hr/>
	On:

Executed by Adelaide Bragg & Associates ABN:24 053 273 573 in accordance with Section 127 of the Corporations Act 2001

Signature of director	Signature of director/company secretary (Please delete as applicable)
<hr/>	<hr/>
Name of director (print)	
Name of director/company secretary (print)	
<hr/>	<hr/>

Commonwealth Contract – Services

| On:

~~On:~~

Contract Annex 1 – Supplementary Information

Not Applicable

Commonwealth Contract – Services

Commonwealth Contract Terms

Some terms used in these Commonwealth Contract Terms have been given a special meaning.

Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

Background

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.

C.C.1 Relationship of the Parties:

Neither party is the employee, agent or partner of the other party. Neither party, by virtue of this Contract, is authorised to bind or represent the other party.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and co-operate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, co-operate and co-ordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health of workers and workplaces.

C.C.2 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter. 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 were correct when made and remain correct.

No agreement or understanding varying or extending the Contract is legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay does not operate to prejudice those rights.

C.C.3 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any).

as at 9:00am, Canberra time, on the date of the Contract, unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

C.C.4 Survival:

Clauses C.C.9 [*Liability of the Supplier*], C.C.18 [*Supplier not to make representations*], C.C.20 [*Compliance with Commonwealth Laws and policies*] and clause C.B.1 [*Intellectual Property*] (if included) survive termination or expiry of the Contract.

C.C.5 Governing Law:

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

C.C.6 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict.

C.C.7 Assignment:

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.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.8 Subcontracting:

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.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item.

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.

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.9 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any breach of the Supplier's obligations or representations under the Contract.

Commonwealth Contract Terms

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.10 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

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 *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated, 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 *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery if the Goods and/or Services do not comply with the requirements of the Contract. If the Customer does not notify the Supplier of rejection within the fourteen (14) day period, 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.

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.11 Termination for Cause:

The Customer may terminate the Contract in whole or in part 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 clause C.C.10 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a 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) 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* ; or
- (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966*.

Termination of a Contract under this clause, does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.12 Termination or Reduction for Convenience:

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.

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.

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.

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 the Acceptance clause of the Contract, before the effective date of termination or reduction.

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.

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.13 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, 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;

Commonwealth Contract Terms

- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, 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;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to a 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 fifteen (15) business days of the request.

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.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier and the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to Termination for Cause under clause C.C.11 or to legal proceedings for urgent interlocutory relief.

C.C.14 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform that 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.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly replace any Specified Personnel that the Customer reasonably considers should be replaced with personnel acceptable to the Customer.

C.C.15 Licences Approvals and Warranties:

The Supplier must obtain and maintain all licenses or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

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 Moral Rights.

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.

C.C.16 Invoice:

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

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.

Payment of any invoice is not evidence that the obligations under the Contract are accepted, evidence of the value of the obligations performed by the Supplier, or an admission of liability, but is payment on account only.

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.17 Payment:

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.

C.C.18 Supplier not to make representations:

The Supplier must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Customer, or as otherwise able to bind or represent the Customer.

C.C.19 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.20 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

This general obligation is not limited by the following clauses A to G.

- A. **Access to Supplier's Premises:** The Supplier agrees to give the Customer, or its nominee, all assistance reasonably requested for any purpose associated with the Contract or any review of the Supplier's performance under the Contract. This will include, but is not limited to, access to premises, material, records and personnel associated with the Goods and/or Services and the Contract.

Commonwealth Contract Terms

- B. **Confidential Information:** 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. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information. If, at any time, the Customer requires, the Supplier is to arrange for its 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.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information.

- C. **Privacy Act 1988 (Cth) Requirements:** 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.

The Supplier will immediately notify the Customer if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause C.C.20(C).

- D. **Criminal Code:** 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)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract acknowledges the information contained in this clause.

- E. **Freedom of Information (Act 1982 (Cth) ("FOI Act") Requirements:** Where the Customer has received an FOI request for access to a document created by, or in the possession of the Supplier or its subcontractors that relates to the Contract and is required to be provided under the FOI Act, the Supplier must promptly provide the document to the Customer, on request, at no cost.

- F. **Record Keeping:** The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and allow the Customer or its authorised representative to inspect those records when requested. The Supplier will provide any assistance and information required should the Australian National Audit Office wish to conduct an audit of the Supplier's accounts and records.

The Supplier must not transfer, or permit the transfer of, custody or the ownership of any Commonwealth record (as defined in the *Archives Act 1983 (Cth)*) without the prior written consent of the Customer. All Commonwealth records must be returned to the Customer at the conclusion of the Contract.

- G. **Security and Safety:** 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.

The Supplier must ensure that any material and property (including security-related devices and clearances) 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.

- H. **Indigenous Procurement Policy:** In providing the Goods and/or Services, the Supplier agrees to use its reasonable efforts to comply with the Commonwealth's Indigenous Procurement Policy (available at www.dpmc.gov.au/indigenousaffairs).

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A./x/ – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B./x/ – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A./x/ – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B./x/ – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C./x/ – is a reference to a clause of the **Commonwealth Contract Terms**.
- f) a clause in the form D.A./x/ – is a reference to a clause of the **CCS Standing Offer Deed**.
- g) a clause in the form D.B./x/ – is a reference to a clause of the **CCS Additional Deed Terms**
- h) a clause in the form D.C./x/ – is a reference to a clause of the **CCS Standing Offer Deed Terms**.

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

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

“Approach to Market or ATM” means the notice inviting potential suppliers to participate in the procurement.

“Closing Time” means the closing time specified in clause A.A.1 *[Key Events and Dates]*.

“Contract” means either the documentation specified in clause C.C.3 *[Precedence of Documents]* or, where a contract is created by the issue of an Order under a Deed, the documentation specified on the Contract Signing Page of the Order.

“Contract Extension Option” means an option of a Customer to extend a Contract for one or more additional time periods. **“Contract Manager”** means the contract manager for the Customer and/or Supplier (as relevant) specified in item C.A.4 *[Contract Managers and Addresses for Notices]*.

“Contract Price” means the total contract price specified in item C.A.3 *[Contract Price]*, 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 calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all 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 a party specified in a Contract or a Deed as a Customer.

“Deed” means the documentation specified in clause D.C.3 *[Precedence of Documents]*

“Deed Extension Option” means an option of a Panel Owner to extend a Contract for one or more additional time periods.

“Deed Manager” means the deed manager for the Customer and/or Supplier (as relevant) specified in item D.A.4 *[Deed Managers and Addresses for Notices]*.

“Deed Statement of Work” means the section of the CCS Standing Offer Deed with the heading “Deed Statement of Work”.

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

Commonwealth Contract – Services

Commonwealth Contracting Suite (CCS) Glossary

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

“Goods and/or Services” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

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

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

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

“Material” means any material 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 right of attribution of authorship of work, right not to have authorship of work falsely attributed and right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Statement of Work or as notified from time to time.

“Order” means any order issued under a Deed.

“Panel Owner” means the party specified in a Deed as the Panel Owner.

“Quote” means a price submitted by the Supplier for the provision of particular Goods and/or Services.

“Requirement” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the CCS Standing Offer Terms the section of the CCS Standing Offer Deed with the heading ‘Requirement’; or
- c) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’.

“Specified Personnel” means the personnel specified in item C.A.5 or such other personnel who are accepted by the Customer in accordance with clause C.C.14 [*Specified Personnel*]

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

“Statement of Work” means the section of the Contract or the Order, as the case may be, with the heading ‘Statement of Work’.

“Supplier” means a party specified in a Contract or a Deed as a Supplier.

Commonwealth Contract – Services



Commonwealth of Australia

Commonwealth Contract - Services

Reference No: MSD-15/16-001

Customer

Customer Name	Department of the Prime Minister and Cabinet
Customer ABN	18 108 001 191
Address	PO Box 6500, CANBERRA, ACT 2600

Supplier

Supplier Name	Adelaide Bragg & Associates
Supplier ABN	24 053 273 573
Address	PO Box 6131, Hawthorn West, VIC 3122

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date and continues for the Contract Term unless:

- (a) it is terminated earlier; or
- (b) if a Contract Extension Option is set out in the table, the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Date
Contract Start Date	Tuesday <u>Wednesday, 13-14</u> October 2015
Contract Term	This Contract will commence on the Contract Start Date or the date the Contract is executed, whichever is the latter and remain in force for a period of 4 months.
Contract Extension Option	Not Applicable

C.A.2 The Requirement

The services that will be provided include:

- ~~Preparation of a design and concept brief for the project~~
- Preparation of furniture layout and plans taking into account the room plans and making use of existing furniture where possible
- ~~Preparation of a~~ Written proposal advice specifying:
 - Fabric choice for existing furniture
 - Specifications for the reupholstering of significant pieces of furniture
 - Specifications for the soft furnishings as requested.
- ~~all items (including soft furnishings, hard furnishings, rugs and accessories) to be delivered and their wholesale costs~~
- ~~Specification and purchasing of all items to be delivered, including the oversight of any manufactured items~~
- Supply of ~~all soft furnishings, hard furnishings, rugs and accessories~~ fabrics as required for the reupholstering of existing furniture, including all manufacturing, to be provided from the suppliers' specialist suppliers at wholesale price
- ~~Delivery and installation of items~~

Documentation, administration and management to be provided for each of the services referred to above.

Where appropriate, Australian manufactured items will be preferred.

C.A.2 (a) Standards

No Additional Standards Specified

C.A.2 (b) Security Requirements

No Additional Security Requirements

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Commonwealth Contract – Services

C.A.2 (c) Workplace Health and Safety

Throughout the Contract period, the Customer and the Supplier will proactively identify and cooperate to manage any Workplace Health and Safety issues that may arise.
No Additional Workplace Health and Safety Requirements

C.A.2 (d) Delivery and Acceptance

Where the Customer rejects any Services under Clause C.C.10 [Delivery and Acceptance] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the Services meet the requirements of the Contract. The Supplier must comply with any such requirement. Rectified Services are subject to acceptance under Clause C.C.10 [Delivery and Acceptance].

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

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate the Contract in accordance with Clause C.C.11 [Termination for Cause].

C.A.2 (e) Facilities and Assistance

Not Applicable

C.A.2 (f) Customer Material

Not Applicable

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed ~~\$339,0900.00~~ as set out below:

Fixed Price

Item Description	Quantity	Total Price Ex GST	GST	Total Price Inc GST
Services Fee	1	\$30,000 9000.00	\$3,0900.00	\$9,900 33,000.00

Total Fixed Price for Services ~~\$933,0900.00~~

C.A.3 (a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone	Payment Amount
13 10/2015	On Commencement (50% of agreed Fee)	\$16,500 4950.00
13/11/2015	Progress payment	\$8,250.00
13/1/2016	On completion	\$8,250 4950.00

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under the Contract and are the contact points for general liaison.

C.A.4 (a) The Customer's Contract Manager:

The person occupying the position of:

Commonwealth Contract – Services

Currently: Pip Spence
Postal Address: First Assistant Secretary, Ministerial Support Division
Telephone: (02) 6271 5552
Email Address: pip.spence@pmc.gov.au

C.A.4 (b) Address for Invoices:

Addressee Name: Pip Spence
Position Title: First Assistant Secretary, Ministerial Support Division
Postal Address: GPO Box 6500 CANBERRA ACT 2600
Email Address: pip.spence@pmc.gov.au
Telephone: (02) 6271 5552

C.A.4 (c) The Supplier's Contract Manager:

Name: Tamsen A'Beckett
Position Title: Office Manager
Postal Address: PO Box 6131 Hawthorn West, VIC 3122
Telephone: (03) 9818 6757
Email Address: admin@adelaidebragg.com.au

C.A.5 Specified Personnel

Not Applicable

Position/Role	Name	Security Clearance Level
Senior Designer	Angela Marshall	Not applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

C.B.1 Intellectual Property

The Supplier grants where possible the Customer a fee free, non-exclusive, irrevocable, world-wide licence to exercise the intellectual property rights in the Material provided under the Contract for any purpose. The licence granted to the Customer under this clause includes a right to sub-licence those rights, including to the public under an open access licence.

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Interest on Late Payments

If the Customer fails to make a payment to the Supplier by the business day it is due and the amount of interest payable under this clause exceeds \$10, the Customer will pay the unpaid amount plus interest on the unpaid amount.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website.

Additional Information

Where applicable the cost of plane tickets and car rental will be charged in addition to the service fee.

Courier and freight charges incurred will be charged in addition to the service fee.

Costs of additional items will be separately identified on invoices supplied.

Commonwealth Contract – Services

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- (a) Additional Contract Terms (if any);
- (b) Statement of Work (if applicable);
- (c) Commonwealth Contract Terms;
- (d) Commonwealth Contracting Suite Glossary; and
- (e) Contract Annex 1 – Supplementary information (if any)

EXECUTED as an Agreement

Signed for and on behalf of the Commonwealth of Australia as represented by Department of the Prime Minister and Cabinet

ABN 18 108 001 191 by its duly authorised delegate in the presence of

Signature of witness	Signature of delegate
<hr/>	<hr/>
Name of witness (print)	Name of delegate (print)
<hr/>	<hr/>
	Position of delegate (print)
	<hr/>
	On:

Executed by Adelaide Bragg & Associates ABN:24 053 273 573 in accordance with Section 127 of the Corporations Act 2001

Signature of director	Signature of director/company secretary (Please delete as applicable)
<hr/>	<hr/>
Name of director (print)	
Name of director/company secretary (print)	
<hr/>	<hr/>

Commonwealth Contract – Services

On: ~~On:~~

Contract Annex 1 – Supplementary Information

Not Applicable

Commonwealth Contract – Services

Commonwealth Contract Terms

Some terms used in these Commonwealth Contract Terms have been given a special meaning.

Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

Background

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.

C.C.1 Relationship of the Parties:

Neither party is the employee, agent or partner of the other party. Neither party, by virtue of this Contract, is authorised to bind or represent the other party.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and co-operate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, co-operate and co-ordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health of workers and workplaces.

C.C.2 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter. 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 were correct when made and remain correct.

No agreement or understanding varying or extending the Contract is legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay does not operate to prejudice those rights.

C.C.3 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any).

as at 9:00am, Canberra time, on the date of the Contract, unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

C.C.4 Survival:

Clauses C.C.9 [*Liability of the Supplier*], C.C.18 [*Supplier not to make representations*], C.C.20 [*Compliance with Commonwealth Laws and policies*] and clause C.B.1 [*Intellectual Property*] (if included) survive termination or expiry of the Contract.

C.C.5 Governing Law:

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

C.C.6 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict.

C.C.7 Assignment:

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.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.8 Subcontracting:

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.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item.

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.

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.9 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any breach of the Supplier's obligations or representations under the Contract.

Commonwealth Contract Terms

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.10 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

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 *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated, 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 *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery if the Goods and/or Services do not comply with the requirements of the Contract. If the Customer does not notify the Supplier of rejection within the fourteen (14) day period, 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.

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.11 Termination for Cause:

The Customer may terminate the Contract in whole or in part 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 clause C.C.10 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a 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) 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* ; or
- (iii) if an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966*.

Termination of a Contract under this clause, does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.12 Termination or Reduction for Convenience:

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.

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.

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.

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 the Acceptance clause of the Contract, before the effective date of termination or reduction.

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.

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.13 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, 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;

Commonwealth Contract Terms

- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, 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;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to a 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 fifteen (15) business days of the request.

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.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier and the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to Termination for Cause under clause C.C.11 or to legal proceedings for urgent interlocutory relief.

C.C.14 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform that 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.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly replace any Specified Personnel that the Customer reasonably considers should be replaced with personnel acceptable to the Customer.

C.C.15 Licences Approvals and Warranties:

The Supplier must obtain and maintain all licenses or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

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 Moral Rights.

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.

C.C.16 Invoice:

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

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.

Payment of any invoice is not evidence that the obligations under the Contract are accepted, evidence of the value of the obligations performed by the Supplier, or an admission of liability, but is payment on account only.

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.17 Payment:

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.

C.C.18 Supplier not to make representations:

The Supplier must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Customer, or as otherwise able to bind or represent the Customer.

C.C.19 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.20 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

This general obligation is not limited by the following clauses A to G.

- A. **Access to Supplier's Premises:** The Supplier agrees to give the Customer, or its nominee, all assistance reasonably requested for any purpose associated with the Contract or any review of the Supplier's performance under the Contract. This will include, but is not limited to, access to premises, material, records and personnel associated with the Goods and/or Services and the Contract.

Commonwealth Contract Terms

- B. **Confidential Information:** 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. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information. If, at any time, the Customer requires, the Supplier is to arrange for its 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.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information.

- C. **Privacy Act 1988 (Cth) Requirements:** 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.

The Supplier will immediately notify the Customer if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause C.C.20(C).

- D. **Criminal Code:** 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)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract acknowledges the information contained in this clause.

- E. **Freedom of Information (Act 1982 (Cth) ("FOI Act") Requirements:** Where the Customer has received an FOI request for access to a document created by, or in the possession of the Supplier or its subcontractors that relates to the Contract and is required to be provided under the FOI Act, the Supplier must promptly provide the document to the Customer, on request, at no cost.

- F. **Record Keeping:** The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and allow the Customer or its authorised representative to inspect those records when requested. The Supplier will provide any assistance and information required should the Australian National Audit Office wish to conduct an audit of the Supplier's accounts and records.

The Supplier must not transfer, or permit the transfer of, custody or the ownership of any Commonwealth record (as defined in the *Archives Act 1983 (Cth)*) without the prior written consent of the Customer. All Commonwealth records must be returned to the Customer at the conclusion of the Contract.

- G. **Security and Safety:** 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.

The Supplier must ensure that any material and property (including security-related devices and clearances) 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.

- H. **Indigenous Procurement Policy:** In providing the Goods and/or Services, the Supplier agrees to use its reasonable efforts to comply with the Commonwealth's Indigenous Procurement Policy (available at www.dpmc.gov.au/indigenousaffairs).

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A./x/ – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B./x/ – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A./x/ – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B./x/ – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C./x/ – is a reference to a clause of the **Commonwealth Contract Terms**;
- f) a clause in the form D.A./x/ – is a reference to a clause of the **CCS Standing Offer Deed**;
- g) a clause in the form D.B./x/ – is a reference to a clause of the **CCS Additional Deed Terms**;
- h) a clause in the form D.C./x/ – is a reference to a clause of the **CCS Standing Offer Deed Terms**.

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

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

“Approach to Market or ATM” means the notice inviting potential suppliers to participate in the procurement.

“Closing Time” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“Contract” means either the documentation specified in clause C.C.3 [*Precedence of Documents*] or, where a contract is created by the issue of an Order under a Deed, the documentation specified on the Contract Signing Page of the Order.

“Contract Extension Option” means an option of a Customer to extend a Contract for one or more additional time periods. **“Contract Manager”** means the contract manager for the Customer and/or Supplier (as relevant) specified in item C.A.4 [*Contract Managers and Addresses for Notices*].

“Contract Price” means the total contract price specified in item C.A.3 [*Contract Price*], 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 calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all 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 a party specified in a Contract or a Deed as a Customer.

“Deed” means the documentation specified in clause D.C.3 [*Precedence of Documents*]

“Deed Extension Option” means an option of a Panel Owner to extend a Contract for one or more additional time periods.

“Deed Manager” means the deed manager for the Customer and/or Supplier (as relevant) specified in item D.A.4 [*Deed Managers and Addresses for Notices*].

“Deed Statement of Work” means the section of the CCS Standing Offer Deed with the heading “Deed Statement of Work”.

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

Commonwealth Contract – Services

Commonwealth Contracting Suite (CCS) Glossary

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

“Goods and/or Services” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

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

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

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

“Material” means any material 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 right of attribution of authorship of work, right not to have authorship of work falsely attributed and right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Statement of Work or as notified from time to time.

“Order” means any order issued under a Deed.

“Panel Owner” means the party specified in a Deed as the Panel Owner.

“Quote” means a price submitted by the Supplier for the provision of particular Goods and/or Services.

“Requirement” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the CCS Standing Offer Terms the section of the CCS Standing Offer Deed with the heading ‘Requirement’; or
- c) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’.

“Specified Personnel” means the personnel specified in item C.A.5 or such other personnel who are accepted by the Customer in accordance with clause C.C.14 [*Specified Personnel*]

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

“Statement of Work” means the section of the Contract or the Order, as the case may be, with the heading ‘Statement of Work’.

“Supplier” means a party specified in a Contract or a Deed as a Supplier.



Commonwealth of Australia

Commonwealth Contract - Services

Reference No: MSD-15/16-001

Customer

Customer Name	Department of the Prime Minister and Cabinet
Customer ABN	18 108 001 191
Address	PO Box 6500, CANBERRA, ACT 2600

Supplier

Supplier Name	Adelaide Bragg & Associates
Supplier ABN	24 053 273 573
Address	PO Box 6131, Hawthorn West, VIC 3122

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date and continues for the Contract Term unless:

- (a) it is terminated earlier; or
- (b) if a Contract Extension Option is set out in the table, the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Date
Contract Start Date	Wednesday, 14 October 2015
Contract Term	This Contract will commence on the Contract Start Date or the date the Contract is executed, whichever is the latter and remain in force for a period of 3 months.
Contract Extension Option	Not Applicable

C.A.2 The Requirement

The services that will be provided include:

- Preparation of furniture layout and plans taking into account the room plans and making use of existing furniture where possible
- Written advice specifying:
 - Fabric choice for existing furniture
 - Specifications for the reupholstering of significant pieces of furniture
 - Specifications for the soft furnishings as requested.
- Supply of fabrics as required for the reupholstering of existing furniture, to be provided from the suppliers' specialist suppliers at wholesale price

Documentation, administration and management to be provided for each of the services referred to above.

Where appropriate, Australian manufactured items will be preferred.

C.A.2 (a) Standards

No Additional Standards Specified

C.A.2 (b) Security Requirements

No Additional Security Requirements

C.A.2 (c) Workplace Health and Safety

Throughout the Contract period, the Customer and the Supplier will proactively identify and cooperate to manage any Workplace Health and Safety issues that may arise.

No Additional Workplace Health and Safety Requirements

C.A.2 (d) Delivery and Acceptance

Where the Customer rejects any Services under Clause C.C.10 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so

Commonwealth Contract – Services

that the Services meet the requirements of the Contract. The Supplier must comply with any such requirement. Rectified Services are subject to acceptance under Clause C.C.10 [*Delivery and Acceptance*].

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

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate the Contract in accordance with Clause C.C.11 [*Termination for Cause*].

C.A.2 (e) Facilities and Assistance

Not Applicable

C.A.2 (f) Customer Material

Not Applicable

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$9,900.00** as set out below:

Fixed Price

Item Description	Quantity	Total Price Ex GST	GST	Total Price Inc GST
Services Fee	1	\$9000.00	\$900.00	\$9,900.00

Total Fixed Price for Services \$9,900.00

C.A.3 (a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone	Payment Amount
14/10/2015	On Commencement (50% of agreed Fee)	\$4950.00
13/1/2016 or within 14 days of receiving an invoice following completion of work	On completion	\$4950.00

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under the Contract and are the contact points for general liaison.

C.A.4 (a) The Customer's Contract Manager:

The person occupying the position of:

Currently: Pip Spence
Postal Address: First Assistant Secretary, Ministerial Support Division
Telephone: (02) 6271 5552
Email Address: pip.spence@pmc.gov.au

Commonwealth Contract – Services

C.A.4 (b) Address for Invoices:

Addressee Name: Pip Spence
Position Title: First Assistant Secretary, Ministerial Support Division
Postal Address: GPO Box 6500 CANBERRA ACT 2600
Email Address: pip.spence@pmc.gov.au
Telephone: (02) 6271 5552

C.A.4 (c) The Supplier's Contract Manager:

Name: Tamsen A'Beckett
Position Title: Office Manager
Postal Address: PO Box 6131 Hawthorn West, VIC 3122
Telephone: (03) 9818 6757
Email Address: admin@adelaidebragg.com.au

C.A.5 Specified Personnel

Not Applicable

Position/Role	Name	Security Clearance Level
Senior Designer	Angela Marshall	Not applicable

C.A.6 Subcontractors

None Specified

Additional Contract Terms

C.B.1 Intellectual Property

The Supplier grants where possible the Customer a fee free, non-exclusive, irrevocable, world-wide licence to exercise the intellectual property rights in the Material provided under the Contract for any purpose. The licence granted to the Customer under this clause includes a right to sub-licence those rights, including to the public under an open access licence.

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

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Interest on Late Payments

If the Customer fails to make a payment to the Supplier by the business day it is due and the amount of interest payable under this clause exceeds \$10, the Customer will pay the unpaid amount plus interest on the unpaid amount.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website.

Additional Information

Where applicable the cost of plane tickets and car rental will be charged in addition to the service fee.

Courier and freight charges incurred will be charged in addition to the service fee.

Costs of additional items will be separately identified on invoices supplied.

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- (a) Additional Contract Terms (if any);
- (b) Statement of Work (if applicable);
- (c) Commonwealth Contract Terms;
- (d) Commonwealth Contracting Suite Glossary; and
- (e) Contract Annex 1 – Supplementary information (if any)

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of the Prime Minister and Cabinet

ABN 18 108 001 191 by its duly authorised delegate in the presence of

Signature of witness
s22

Signature of delegate
s22

Name of witness (*print*)
s22

Name of delegate (*print*)

Philippa Spence

Position of delegate (*print*)

First Assistant Secretary, MSD

On: *13 October 2015*

Executed by Adelaide Bragg & Associates ABN:24 053 273 573 in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

s47F

Name of director (*print*)

ADELAIDE BRAGG

On: *13th October 2015*

Contract Annex 1 – Supplementary Information

Not Applicable

Commonwealth Contract Terms

Some terms used in these Commonwealth Contract Terms have been given a special meaning.

Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

Background

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.

C.C.1 Relationship of the Parties:

Neither party is the employee, agent or partner of the other party. Neither party, by virtue of this Contract, is authorised to bind or represent the other party.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and co-operate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, co-operate and co-ordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health of workers and workplaces.

C.C.2 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter. 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 were correct when made and remain correct.

No agreement or understanding varying or extending the Contract is legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay does not operate to prejudice those rights.

C.C.3 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any).

as at 9:00am, Canberra time, on the date of the Contract, unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

C.C.4 Survival:

Clauses C.C.9 [*Liability of the Supplier*], C.C.18 [*Supplier not to make representations*], C.C.20 [*Compliance with Commonwealth Laws and policies*] and clause C.B.1 [*Intellectual Property*] (if included) survive termination or expiry of the Contract.

C.C.5 Governing Law:

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

C.C.6 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict.

C.C.7 Assignment:

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.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.8 Subcontracting:

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.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item.

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.

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.9 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any breach of the Supplier's obligations or representations under the Contract.

Commonwealth Contract Terms

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.10 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

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 *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated, 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 *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery if the Goods and/or Services do not comply with the requirements of the Contract. If the Customer does not notify the Supplier of rejection within the fourteen (14) day period, 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.

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.11 Termination for Cause:

The Customer may terminate the Contract in whole or in part 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 clause C.C.10 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a 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) 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*; or
- (iii) If an individual – becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966*.

Termination of a Contract under this clause, does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.12 Termination or Reduction for Convenience:

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.

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.

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.

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 the Acceptance clause of the Contract, before the effective date of termination or reduction.

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.

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.13 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, 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;

Commonwealth Contract Terms

- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, 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;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to a 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 fifteen (15) business days of the request.

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.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier and the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to Termination for Cause under clause C.C.11 or to legal proceedings for urgent interlocutory relief.

C.C.14 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform that 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.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly replace any Specified Personnel that the Customer reasonably considers should be replaced with personnel acceptable to the Customer.

C.C.15 Licences Approvals and Warranties:

The Supplier must obtain and maintain all licenses or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

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 Moral Rights.

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.

C.C.16 Invoice:

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

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.

Payment of any invoice is not evidence that the obligations under the Contract are accepted, evidence of the value of the obligations performed by the Supplier, or an admission of liability, but is payment on account only.

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.17 Payment:

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.

C.C.18 Supplier not to make representations:

The Supplier must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as being an officer, employee, partner or agent of the Customer, or as otherwise able to bind or represent the Customer.

C.C.19 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.20 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

This general obligation is not limited by the following clauses A to G.

- A. **Access to Supplier's Premises:** The Supplier agrees to give the Customer, or its nominee, all assistance reasonably requested for any purpose associated with the Contract or any review of the Supplier's performance under the Contract. This will include, but is not limited to, access to premises, material, records and personnel associated with the Goods and/or Services and the Contract.

Commonwealth Contract Terms

- B. Confidential Information:** 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. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information. If, at any time, the Customer requires, the Supplier is to arrange for its 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.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information.

- C. Privacy Act 1988 (Cth) Requirements:** 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.

The Supplier will immediately notify the Customer if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause C.C.20(C).

- D. Criminal Code:** 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)*. The Supplier must ensure that any subcontractor engaged in connection with the Contract acknowledges the information contained in this clause.

- E. Freedom of Information (Act 1982 (Cth) ("FOI Act")) Requirements:** Where the Customer has received an FOI request for access to a document created by, or in the possession of the Supplier or its subcontractors that relates to the Contract and is required to be provided under the FOI Act, the Supplier must promptly provide the document to the Customer, on request, at no cost.

- F. Record Keeping:** The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and allow the Customer or its authorised representative to inspect those records when requested. The Supplier will provide any assistance and information required should the Australian National Audit Office wish to conduct an audit of the Supplier's accounts and records.

The Supplier must not transfer, or permit the transfer of, custody or the ownership of any Commonwealth record (as defined in the *Archives Act 1983 (Cth)*) without the prior written consent of the Customer. All Commonwealth records must be returned to the Customer at the conclusion of the Contract.

- G. Security and Safety:** 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.

The Supplier must ensure that any material and property (including security-related devices and clearances) 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.

- H. Indigenous Procurement Policy:** In providing the Goods and/or Services, the Supplier agrees to use its reasonable efforts to comply with the Commonwealth's Indigenous Procurement Policy (available at www.dpmc.gov.au/indigenoussaffairs).

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A./x/ – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B./x/ – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A./x/ – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B./x/ – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C./x/ – is a reference to a clause of the **Commonwealth Contract Terms**.
- f) a clause in the form D.A./x/ – is a reference to a clause of the **CCS Standing Offer Deed**.
- g) a clause in the form D.B./x/ – is a reference to a clause of the **CCS Additional Deed Terms**
- h) a clause in the form D.C./x/ – is a reference to a clause of the **CCS Standing Offer Deed Terms**.

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

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

“Approach to Market or ATM” means the notice inviting potential suppliers to participate in the procurement.

“Closing Time” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“Contract” means either the documentation specified in clause C.C.3 [*Precedence of Documents*] or, where a contract is created by the issue of an Order under a Deed, the documentation specified on the Contract Signing Page of the Order.

“Contract Extension Option” means an option of a Customer to extend a Contract for one or more additional time periods. **“Contract Manager”** means the contract manager for the Customer and/or Supplier (as relevant) specified in item C.A.4 [*Contract Managers and Addresses for Notices*].

“Contract Price” means the total contract price specified in item C.A.3 [*Contract Price*], 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 calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all 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 a party specified in a Contract or a Deed as a Customer.

“Deed” means the documentation specified in clause D.C.3 [*Precedence of Documents*]

“Deed Extension Option” means an option of a Panel Owner to extend a Contract for one or more additional time periods.

“Deed Manager” means the deed manager for the Customer and/or Supplier (as relevant) specified in item D.A.4 [*Deed Managers and Addresses for Notices*].

“Deed Statement of Work” means the section of the CCS Standing Offer Deed with the heading “Deed Statement of Work”.

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

Commonwealth Contracting Suite (CCS) Glossary

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

“Goods and/or Services” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

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

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

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

“Material” means any material 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 right of attribution of authorship of work, right not to have authorship of work falsely attributed and right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Statement of Work or as notified from time to time.

“Order” means any order issued under a Deed.

“Panel Owner” means the party specified in a Deed as the Panel Owner.

“Quote” means a price submitted by the Supplier for the provision of particular Goods and/or Services.

“Requirement” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the CCS Standing Offer Terms the section of the CCS Standing Offer Deed with the heading ‘Requirement’; or
- c) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’.

“Specified Personnel” means the personnel specified in item C.A.5 or such other personnel who are accepted by the Customer in accordance with clause C.C.14 [*Specified Personnel*]

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

“Statement of Work” means the section of the Contract or the Order, as the case may be, with the heading ‘Statement of Work’.

“Supplier” means a party specified in a Contract or a Deed as a Supplier.



Approval for Commitment of Relevant Money - s.23(3)

This proposal is used for the approval of commitments of relevant money for goods or services under the PGPA Act.

Background

Provide written advice and prepare furniture layout plans for The Lodge following remedial works.

Describe what is being procured and why?

Detail any alternatives that were considered (e.g. utilising existing Departmental resources).

Estimated Value

The estimated value of this procurement is approximately \$9,990 (GST inclusive).

Financial Year	Current	Next FY	Next FY	Other
Proposed Expenditure	\$9,990	\$0	\$0	\$0

Account code – A436-12438-000

The estimated value must include whole-of-life costs.

Figures must be GST inclusive.

Forward year commitments will also require an 'Authority to Approve' form. If applicable, please contact the Internal Budget Team for further information.

Procurement method (choose one)

☐ **Open Tender**

- Request for tender via AusTender
- Standing offer (panel)

☐ **Prequalified Tender**

- Multi-use list
- Shortlist following an initial open approach to market (e.g. expression of interest)

☒ **Limited Tender**

- Involves approaching one or more potential suppliers to make submissions, when the process does not meet the rules for Open Tender or Prequalified Tender.
- If valued at \$80,000 or above, outline justification for Limited Tender in accordance with the Commonwealth Procurement Rules (CPRs) in the text box below.

N/A – value <\$10,000

If the procurement is valued at or above \$80,000 (including GST) and was conducted via Limited Tender, you must review the CPRs and outline the relevant:

- Condition under Division 2 (paragraph 10.3); or
- Exemption from Division 2 under Appendix A.

How was Value for Money achieved?

Adelaide Bragg & Associates is a known provider of specialist service. In operation more than 25 years.

Outline how this procurement will represent an efficient, effective, economical and ethical use of public resources in accordance with the Commonwealth Procurement Rules.

Risk rating

The level of risk for this procurement is Low (due to low value, known supplier and payment being subject to satisfactory supply of goods/services.)

A Procurement Risk Profile Form must be completed for all procurements valued between \$10,000 and \$80,000 (GST Inclusive)

A Risk Assessment must be undertaken for:
- Any procurement identified as Moderate to Very High risk; and
- All procurements valued at or above \$80,000.

Other Requirements

Nil

Recommendation

That you approve, in accordance with Section 23(3) of the Public Governance, Performance and Accountability (PGPA) Act, the commitment of relevant money for up to \$[Insert value] (GST Inclusive) for the provision of [Insert title of Procurement].

**Officials responsible for approving commitments of relevant money have a duty under section 15 of the Public Governance, Performance and Accountability (PGPA) Act to promote the proper use of the money (i.e. the efficient, effective, economical and ethical use of the money). This duty applies when an official approves commitments of relevant money.*

Officials approving a commitment of relevant money must exercise the power in accordance with the PM&C Instrument of Delegation.

Signature	S22
Approver Name	Pip Spence
Title and Division / Branch / Section	FAS, MSD
APS Classification	First Assistant Secretary
Date	13 October 2015



ADELAIDE BRAGG & ASSOCIATES

INVOICE

Reference: MSD-15/16-001

Invoice: 774

Dated: 13/10/2015

Notes:

Attn:

Invoice: Ms Pip Spence
First Assistant Secretary
Ministerial Support Division
Department of the Prime Minister and Cabinet
PO Box 6500
Canberra ACT 2600

By email:
pip.spence@pmc.gov.au

Items And Work On This Invoice:	Qty	Price	Extended
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1. ALL

Milestone Fee (Commencement)	1	4,500.00	4,500.00
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SubTotal: \$ 4,500.00

GST Amt: \$ 450.00

Total Invoice: \$ 4,950.00

Paid: \$ 0.00

Amount Due: \$ 4,950.00

Please note this invoice is GST inclusive.

Account Details

Account Name: Adelaide Bragg & Associates Pty Ltd

BSB: s47G

Account Number: s47G

Terms: 14 Days



ADELAIDE BRAGG & ASSOCIATES

INVOICE

Reference: MSD-15/16-001

Invoice: 776

Dated: 15/12/2015

Notes:

Attn:

Invoice: Ms Paula Ganly
First Assistant Secretary
Ministerial Support Division
Department of the Prime Minister and Cabinet
PO Box 6500
Canberra ACT 2600

By email:
paula.ganly@pmc.gov.au

Items And Work On This Invoice:	Qty	Price	Extended
<u>1. ALL</u>			
Milestone Fee (Completion)	1	4,500.00	4,500.00

SubTotal:	\$	4,500.00
GST Amt:	\$	450.00
Total Invoice:	\$	4,950.00
Paid:	\$	0.00
Amount Due:	\$	4,950.00

Please note this invoice is GST inclusive.

Account Details

Account Name: Adelaide Bragg & Associates Pty Ltd
BSB: s47G
Account Number: s47G
Terms: 14 Days

From: [Angela Marshall](#)
To: [Kelly, Elizabeth](#); [Spence, Pip](#)
Cc: [Tammy a"Beckett](#); **S22** ; [Adelaide Bragg](#)
Subject: Proposal for work by department
Date: Wednesday, 21 October 2015 12:39:20 PM
Attachments: [PBKSQ1836 Smart upholstery quote.pdf](#)
[Proposal for the sofas.pdf](#)
s22

Dear Elizabeth and Pip,

I have attached our proposal for the re-upholstery of the Ruth Lane Poole sofa and chairs, the leather sofa, the timber backed chairs and the blinds. I have included descriptions and contact details of suppliers but of course if there are any questions please call at any time.

I have been speaking with Peter Smart of Smart Upholstery (Kate's preferred upholsterer). I needed to get a quote in order to know how much fabric we needed to purchase. Peter is quite sentimental about the chairs as his father re-covered them the last time. I have attached the quote that he sent me. He seems very competent. He mentioned that he is able to do the work pre Christmas and that he is holding off on accepting another job until he knows whether or not he will get the order to do this. It would be good to let him know one way or another as soon as possible.

I spoke with the other upholsterers on your list and it seemed to me that they are accustomed to more modern methods, and did not fill me with confidence in their ability to do a good job on these historic pieces. I appreciate that you have protocols to go through but would like to say that Smart Upholsterer is my preferred choice in Canberra.

Please let me know if you have any questions.

Best wishes

Angela

Angela Marshall

Adelaide Bragg and Associates
PO Box 6131
Hawthorn West, VIC, 3122
Ph: (03) 9818 6757
Fax: (03) 9818 6875
www.adelaidebragg.com.au

Assessment No.: PBKSQ1836

Subject: Recovering of various pieces

Fabric: To be supplied by Client

Adelaide Bragg and Associates
Angela Marshall
PO Box 6131
HAWTHORN WEST, VIC 3122

19/10/2015

Dear Angela;

We thank you for this opportunity to provide you with this assessment. It is made on the basis of our discussions and the following notes:

- 1 Pick-up and delivery will be arranged by Beethovens.
- 2 The furniture will be stripped, new covers made and fitted. The supply of all incidental materials and labour is included in the assessment.
- 3 Upholstery methods will be as existing.
- 4 The legs will be cleaned and revived. No allowance has been made for repolishing these legs.
- 5 The seat suspension will be repaired as required.
- 6 The seat and back cushion inserts appear to be filled with kapok. We have assumed that these will be replaced with a feather/down blend
- 7 The seat cushion covers will have a zippered closure. This enables the cover to be removed for cleaning if required.
- 8 All removable covers are overlocked for your protection.
- 9 The all-inclusive estimated cost per piece is as follows:

DESCRIPTION	QTY	PER UNIT COST	TOTAL EX GST	GST
Arm chair	4	\$3,234.79	\$12,939.16	\$1,293.88
Fabric Marldon Supplied by others (Min of 7.5m per chair)				
Sofa	2	\$3,430.98	\$6,861.96	\$686.20
Fabric Marldon Supplied by others (Min 11m per sofa)				
TOTAL (ex GST) \$19,801.12 GST \$1,980.11 TOTAL (incl. GST) \$21,781.23				

Payment of \$5,068.80 for supplies is required to confirm you order
TRADING TERMS STRICTLY COD
QUOTES HELD FIRM FOR THIRTY DAYS

Assessment No.: PBKSQ1836

Subject: Recovering of various pieces

Fabric: To be supplied by Client

Sincerely

Peter Smart
Director
Smart Upholstery Pty Ltd



ADELAIDE BRAGG
& ASSOCIATES

RE-UPHOLSTERY OF SOFAS AND CHAIRS

PROPOSAL: 2

DATE: 19/10/2015

To Ms Pip Spence
First Assistant Secretary
Ministerial Support Division
Department of the Prime Minister and
Cabinet
PO Box 6500
Canberra ACT 2600

By email:
pip.spence@pmc.gov.au

,

Item Description	Unit	Qty	Unit Price	Extended Price
1.MORNING ROOM				
RECOVER GRACE LANE POOLE SOFA		1		
<i>To make good and re upholster the sofa. Sofa to be resprung where necessary and cushions to be plumped up. Sofa is to be piped all around with very thin piping and to have self covered buttons as per the existing sofa. Legs are to be freshened up but not re-polished. Fabric is Colefax and Fowler Marldon colour Pale Blue. Piping - Sanderson - Chino colour Cream</i>				
RECOVER GRACE LANE POOLE CHAIRS		4		
<i>To make good and re upholster 4 armchairs. 2 of the chairs are to be in the same fabric as the sofa and 2 of the chairs are to be covered in Marldon colour Natural. Chairs to be resprung where necessary and down cushions to be plumped up. Chairs are to be piped all around with very thin piping and to have self covered buttons as per the existing. Legs are to be freshened up but not re-polished. Fabric - 2 chairs in Colefax and Fowler Marldon colour Pale Blue. 2 Chairs in Colefax and Fowler Marldon colour Natural Piping - Sanderson Chino colour Cream</i>				
4. STUDY				
RE-UPHOLSTER LEATHER SOFA		1	0.00	0.00
<i>To make good and re-upholster the leather sofa. Instead</i>				

of upholstering the legs, please make tailored valance with reverse pleats at the corners. Sofa to be covered in Suffolk Check Small Cream from Domestic Textiles. Sofa to be self piped.

Suffolk Check Small Cream 1 0.00 0.00

Fabric:

Ian Mankin - Suffolk Check Small Cream

Supplier

Domestic Textiles

255 Burwood Road

Hawthorn VIC 3122

contact:- Katrina Dowd

s47F

MATCHSTICK BLINDS 1 0.00 0.00

To supply and install roman blinds for the windows in the study.

Blinds to be made in

"Le Blinde" Nice 3641 spray painted in the same colour as the window woodwork in the Study. Cleats to be in brass

Supplier:

Peter Meyer Blinds

contact :- Damien Meyer s47F

s47F

25 Richmond Rd, Homebush NSW 2140

"Le Blinde" Nice 3641

ADDITIONAL

RE-COVER TIMBER BACKED CHAIRS 2 0.00 0.00

To make good and re-upholster a pair of timber backed chairs. Chairs to be have new webbing as required and seats to be finished without a dome. Chairs to be covered in Andes colour Camel and to have bronze studs around the base.

Andes colour Camel Metres 1.5 0.00 0.00

Supplier :

Milgate Fabrics

21 Newton St

Richmond VIC 3121

contact :- Andrea, Pierre or Caroline

s47F

Fabric:

Holland and Sherry

DE11446

RE-COVER OTTOMAN FOR BILLIARDS ROOM 1 0.00 0.00

To be decided.

Subtotal: \$ 0.00

GST Amt: \$ 0.00

Total: \$ 0.00

0% Requested Deposit \$

Account Details

Account Name: Adelaide Bragg & Associates Pty Ltd

BSB: ~~s~~47G

Account Number: ~~s~~47G

Terms: 14 Days

Our proposal prices are valid for 30 days from the date of this proposal. Prices may vary if deposit received after this time.

From: [Angela Marshall](#)
To: [Spence, Pip](#)
Subject: proposal of work for PM and C
Date: Wednesday, 4 November 2015 2:12:38 PM
Attachments: [Proposal for the sofas # 2.pdf](#)

Dear Pip,
s22

This morning I was going through all the fabrics that I have specified to check a colour reference, while I was speaking to Peter Smart. I realised that one of the numbers was incorrect in the fabric specified for the timber backed chairs. The colour should read DE11447 (NOT DE11446!!) I have amended the proposal attached to read correctly and have also notified Peter Smart directly. He has not yet ordered the fabric so no harm done.

I believe he is still waiting for confirmations and orders/payments from your department before he can commence.

Please let me know if this is not clear.

Best wishes

Angela

Angela Marshall

Adelaide Bragg and Associates
PO Box 6131
Hawthorn West, VIC, 3122
Ph: (03) 9818 6757
Fax: (03) 9818 6875
www.adelaidebragg.com.au



ADELAIDE BRAGG
& ASSOCIATES

RE-UPHOLSTERY OF SOFAS AND CHAIRS

PROPOSAL 2

DATE: 19/10/2015

To Ms Pip Spence
First Assistant Secretary
Ministerial Support Division
Department of the Prime Minister and
Cabinet
PO Box 6500
Canberra ACT 2600

By email:
pip.spence@pmc.gov.au

,

Item Description	Unit	Qty	Unit Price	Extended Price
1.MORNING ROOM				
RECOVER GRACE LANE POOLE SOFA		1		
<i>To make good and re upholster the sofa. Sofa to be resprung where necessary and cushions to be plumped up. Sofa is to to be piped all around with very thin piping and to have self covered buttons as per the existing sofa. Legs are to be freshened up but not re-polished. Fabric is Colefax and Fowler Marldon colour Pale Blue. Piping - Sanderson - Chino colour Cream</i>				
RECOVER GRACE LANE POOLE CHAIRS		4		
<i>To make good and re upholster 4 armchairs. 2 of the chairs are to be in the same fabric as the sofa and 2 of the chairs are to be covered in Marldon colour Natural. Chairs to be resprung where necessary and down cushions to be plumped up. Chairs are to to be piped all around with very thin piping and to have self covered buttons as per the existing. Legs are to be freshened up but not re-polished. Fabric - 2 chairs in Colefax and Fowler Marldon colour Pale Blue. 2 Chairs in Colefax and Fowler Marldon colour Natural Piping - Sanderson Chino colour Cream</i>				
4. STUDY				
RE-UPHOLSTER LEATHER SOFA		1	0.00	0.00

To make good and re-upholster the leather sofa. Instead of upholstering the legs, please make tailored valance with reverse pleats at the corners. Sofa to be covered in Suffolk Check Small Cream from Domestic Textiles. Sofa to be self piped.

Suffolk Check Small Cream	1	0.00	0.00
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Fabric:

Ian Mankin - Suffolk Check Small Cream

Supplier

Domestic Textiles

255 Burwood Road

Hawthorn VIC 3122

contact:- Katrina Dowd

s47F

MATCHSTICK BLINDS	1	0.00	0.00
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To supply and install roman blinds for the windows in the study.

Blinds to be made in

"Le Blinde" Nice 3641 spray painted in the same colour as the window woodwork in the Study. Cleats to be in brass

Supplier:

Peter Meyer Blinds

contact :- Damien Meyer s47F

s47F

25 Richmond Rd, Homebush NSW 2140

"Le Blinde" Nice 3641

ADDITIONAL

RE-COVER TIMBER BACKED CHAIRS	2	0.00	0.00
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To make good and re-upholster a pair of timber backed chairs. Chairs to be have new webbing as required and seats to be finished without a dome. Chairs to be covered in Andes colour Camel and to have bronze studs around the base.

Andes colour Camel	Metres	1.5	0.00	0.00
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Supplier :

Milgate Fabrics

21 Newton St

Richmond VIC 3121

contact :- Andrea, Pierre or Caroline

s47F

Fabric:

Holland and Sherry

Andes

DE11447

RE-COVER OTTOMAN FOR BILLIARDS ROOM	1	0.00	0.00
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To be decided.

Subtotal: \$	0.00
GST Amt: \$	0.00
Total: \$	<u>0.00</u>

0% Requested Deposit \$

Account Details

Account Name: Adelaide Bragg & Associates Pty Ltd

BSB: s47G

Account Number: s47G

Terms: 14 Days

Our proposal prices are valid for 30 days from the date of this proposal. Prices may vary if deposit received after this time.

From: [Angela Marshall](#)
To: S22
Cc: [Spence, Pip](#); [Adelaide Bragg](#); [Kelly, Elizabeth](#)
Subject: fabrics and furniture for the lodge
Date: Tuesday, 10 November 2015 4:45:08 PM
Attachments: [picture of menzies suite furniture.jpg](#)
[other picture of menzies suite.jpg](#)

S22

I wanted to send you an update on the progress of the S22 furniture for the Lodge.

All the fabrics have arrived at the various workrooms and there have (touch wood) been no unforeseen delays to date.

Today we sent the upholstery fabrics by overnight Toll express to Smart Upholstery in Queanbeyan so that Peter Smart now has everything he needs to re-cover the Ruth Lane Poole furniture. He has been liaising with PM & C regarding timing but I understand he is aiming for the beginning of December.

s22

s22

I understand there are a couple of items that had not come to my attention such as the recovery of the 2 chairs and a stool for the Menzies Suite and new fabric for the ottoman that has been placed in the upstairs billiard room. I will look out some options for these. I feel they are not at the very top of the list we are hurrying to finish for the move in and I am not sure if you have a strong idea of what you would like. (pictures attached. Not very exciting) This appears to be the purview of the PM & C.

I hope you have a good week
Best wishes
Angela

Angela Marshall

Adelaide Bragg and Associates
PO Box 6131
Hawthorn West, VIC, 3122
Ph: (03) 9818 6757
Fax: (03) 9818 6875
www.adelaidebragg.com.au





s22

From: Angela Marshall [<mailto:angela@adelaidebragg.com.au>]
Sent: Wednesday, 7 October 2015 3:58 PM
To: S22
Cc: Kelly, Elizabeth
Subject: RE: ART | ~~CONFIDENTIAL~~

S22

I have attached the furniture layout **S22**

As we discussed, it would be good to use the Ruth Lane Poole sofa plus 2 of the chairs as the additional upholstery in the Morning Room, and the 2 armchairs from the AFP in the Drawing Room.

Looking forward to showing you all the fabrics next week.

Best wishes

Angela

Angela Marshall

Adelaide Bragg and Associates

PO Box 6131

Hawthorn West, VIC, 3122

Ph: (03) 9818 6757

Fax: (03) 9818 6875

www.adelaidebragg.com.au

s37(1)(c)

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ADELAIDE BRAGG
& ASSOCIATES

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Hawthorn West, VIC 3122
Ph 03 9818 6757 Fax 03 9818 6875