

Purcell, Mike (SEN)

From: Purcell, Mike (SEN)
Sent: Wednesday, 12 December 2007 12:42 PM
To: Tate, Nick (SEN)
Subject: Senator Brandis

Nick

Senator Brandis has made a request to Andrea regarding furniture in his suite. I have spoken to the Senator. I need to discuss the details with you at your convenience.

Thanks

Mike Purcell
Office Services Manager
Senator's Services Section
6277 3644 (P)
6277 3000 (F)
0416 277 004

Proposal for minor purchase

Date requested	22/01/08
Requested by	Senator Brandis
Item / service requested	Bookcase for the meeting room to run wall to wall. The unit is to be approximately 3 metres in height x 6 metres in length. It does not necessarily need to be a continuous piece of furniture. It can be done in modules. 33mm thick shelves. Timber is to be a mixture of jarrah veneer and solid. Hold weight and maintain its structure. Shelving can be a mixture of fixed and adjustable.
Why are the item / service required?	To hold books similar to bound volumes of Hansard.
Is there another method of meeting this requirement?	No
Are there any compatibility issues?	The veneer Colour Jarrah has been checked and is a close match to the Colour of the solid timber book case in the senator's office. An all veneer bookcase was also quoted however it was unsuitable due to the veneer peeling off the shelves with high use.
Quotes obtained <i>(note, quotes should compare like with like. Eg. same brand / model from different suppliers or same specification / features, same or different supplier)</i>	Schiavello Bookcase 6060 x 350 x 3000mm high, in modules of 7 pieces, adjustable shelving, 33mm thick shelves, 50mm Solid timber edges , finished in veneer colour Jarrah. 2 piece top and bottom with a back board. Delivered and installed \$ 6957.50 including GST
Preferred quote	Schiavello
Reasons for preferred quote	Short time frame and has been a reliable supplier in the past
Reasons against rejected quotes	

Approved / ~~Not Approved~~



DEPARTMENT OF THE SENATE

(ABN: 23 991 641 527)

PURCHASE ORDER

(Supplier ABN: 83 008 635 532)

**PURCHASE ORDER
NUMBER**

PO-000528

DATE

23/01/2008

TO:

Schiavello (ACT) Pty Ltd
PO Box 427
FYSHWICK ACT 2609

PLEASE DELIVER SUPPLIES TO:

DEPARTMENT OF THE SENATE
FURNITURE STORE (S.B.10)
VIA PARLIAMENT HOUSE LOADING DOCK
PARLIAMENT HOUSE
CANBERRA ACT 2600

Delivery instructions: if your organisation does not make regular, pre-arranged deliveries to Parliament House, please contact the Supplies Enquiry Officer to schedule your delivery

Description of Supplies or Services	Qty	Rate	Amount
All prices on this order include GST Bookcase 6060 x 350 3000mm Delivered and installed As per quote 1254 - CC			6,957.50
		TOTAL AMOUNT	\$6,957.50

**PAYMENT OF
ACCOUNTS**

Please quote our Order No. and your ABN on your Tax Invoice and send it as soon as possible, together with relevant dockets to:

FINANCIAL ACCOUNTANT
DEPARTMENT OF THE SENATE
PARLIAMENT HOUSE
CANBERRA ACT 2600

ENQUIRIES

SUPPLIES ENQUIRY:

Michael Kenning
Ph: 02 62773081

PAYMENT ENQUIRY:

Authorising Official
Ph: (02) 6277 3089

**TERMS AND
CONDITIONS**

Payment will be made within 30 days of receipt of the goods or services and a correctly rendered Tax Invoice. TAX INVOICES NOT CORRECTLY RENDERED OR WITH A MISSING ABN MAY BE RETURNED FOR AMENDMENT. THIS WILL CAUSE A DELAY IN PAYMENT TO YOU.
The terms and conditions in the 'Standard Conditions of Contract for Purchase of Goods' otherwise apply.

schiaavello



Schiaavello (ACT) Pty Ltd ABN 62 000 439 572
2-4 Corke Street Fyshwick ACT 2609
P O Box 427 Fyshwick ACT 2609 Australia
T +61 2 6280 4450 F +61 2 6280 4370

Certified ISO 9001
Quality Management System & ISO 14001
Environmental Management System

Tax Invoice

Financial Accountant
Department of the Senate
Parliament House
CANBERRA ACT 2600

Tax Invoice No. 2008100028
Date: 18th April 2008
Client Order No. PO-000528
Job Number: FAWC08WD027200
Job Name: APH Bookcase
Client's ABN: 23 991 641 627
Account No. D100025

Description	Qty	Rate	Extended Cost	GST	Amount Payable
For Supply of the following: Bookcase: 600 x 350 x 300mm	1	6,325.00	6,325.00	632.50	6,957.50

Goods/Services Received by: <u>SL</u>
Completed / Partial Date: <u>7/5/08</u>
Payment Authorised by Delegate: _____
Print Name: _____
Charge Code: <u>Total</u> <u>1</u> <u>1</u>
Purchase Order No: <u>PO-000528</u>
Final Use: Dept / Admin Batch No: _____
Initial as Certified: _____

\$ 6,325.00 \$ 632.50 \$ 6,957.50

Total Amount Payable Includes GST **\$6,957.50**

This document is the property of Schiaavello (ACT) Pty Ltd and should be returned to the company if it is not received by the client.

Terms: Payment Strictly Within 14 Days of Invoice Date

Business Address	Client Order
Client Name: Department of the Senate	Bank: ANZ
Job Number: FAWC08WD027200	BIB: 813864
Invoice No: 2008100028	Account No: 333915146
Total: \$6,957.50	Account Name: Schiaavello(ACT) Pty Ltd
Account No: D100025	

PLEASE FORWARD ALL CORRESPONDENCE TO PO BOX 427 Fyshwick ACT 2609

Please forward payment to Schiaavello (ACT) Pty Ltd, P O Box 427, Fyshwick, ACT 2609

If a Works Claim date appears above, Trading Terms are 30 days based on Works Claim date, otherwise trading terms are based 14 days from invoice date. Refer to Clause 2 and main Terms and Conditions on reverse side of this invoice.

Right Now Office Renovation
Po Box 81
Woden ACT 2606

RIGHT NOW OFFICE RENOVATION & MAINTENANCE SERVICES PTY LTD

ABN: 41073330800

Invoice #: 00009148
Date: 16/07/2010
Ship Via: Mike Purcell
Page: 1

Tax Invoice

The Black Rods Office
SG 46 Senate
Parliament House
CANBERRA ACT 2600

RECEIVED

2 AUG 2010

SENATE
FINANCIAL
MANAGEMENT



SF005664.TIF

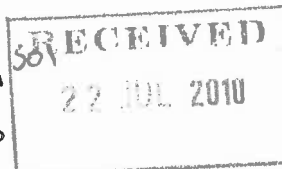
Description

Amount Code

18th May - as per attached worksheet dated may 18th - 19th

\$922.50 GST

Goods/Services Received by: C. MacD. Jd.
Completed / Partial Date: 29/7/10
Payment Authorised
by Delegate: [Signature]
Print Name: M. Purcell 21/8/10
Charge Code: ---
Purchase Order No: ---
FMS Use: Dept / Admn Batch No: ---
Initial as Confirmed: ---



\$ 811.80

202.95

Payment due within 14 days – Please send payment to:

Right Now Office Renovation
& Maintenance Services
PO Box 81
WODEN ACT 2606
Phone: 62602553
Fax: 62602554
Mob: 0411515458

Terms:

GST:	\$92.25
Total Inc GST:	\$1,014.75
Amount Applied:	\$0.00
Balance Due:	\$1,014.75 ✓

Right Now

May 18-19th 2010

SG 96 Strip middle office for conference room and install bookshelf. Take ✓
 table from SG 34.
 SG 34 Move books from SG 34 to SG 96 ✓
 SG 34 Exchange 5 drawer lateral with one in SG 96. ✓
 SG 32 Exchange wardrobe with SG 34 ✓
 SG 34 Install computer desk ✓
 SG 34 Install coffee table from SB 10 ✓
 SG 34 Remove safe to SB 10 ✓
 SG 92 Install 2 pinboards ✓
 SG 92 Hang pictures ✓
 SG 92 Move a cupboard ✓
 SG 34 Remove shredder ✓
 SG 34 Remove microwave ✓
 SG 34 Exchange tables - 1 to Building Fabric's ✓

 S1 104 hang artwork ✓
 S1.46 Hang whiteboard x
 SG.59 Hang artwork x
 SG 90 Hang whiteboard ✓
 S1. 61 Move cabinet to north wall ✓
 SG 46 Establish Desk
 SB.10 load trailers with co. design etc to go to Abu. ✓
 SG 92 Install modesty panel to reception desk. ✓

18 May 2010

Dave and Aaron 0730 -1615

①

②

19/5/10 Dave and Aaron 0730 - 1630 .

Proposal for minor purchase

Date requested	14/08/08
Requested by	Cleaver Elliott
Item / service requested	Pigeon Holes
Why is the item / service required?	To replace Senator Fielding's filling cabinets to enable a better more efficient flow of documentation.
Is there another method of meeting this requirement?	NO
Are there any compatibility issues?	The Pigeon Holes have to be able to fit into the office and be demountable for use in future offices.
Quotes obtained <i>(note, quotes should compare like with like. Eg. same brand / model from different suppliers or same specification / features, same or different supplier)</i>	<u>Schiavello Pty Ltd</u> X 1 Credenza with Pigeon Hole Hutch \$ 2673.00 Including GST <u>Officeway Office National</u> X 1 2 Door 40 Compartments \$ 880 Including GST
Preferred quote	Schiavello
Reasons for preferred quote	Made to our specifications
Reasons against rejected quotes	Not Exactly what we're looking for.

Approved / Not Approved

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Department of the Senate
ABN 23 991 641 527

PURCHASE REQUISITION



(Complete and forward to Office Services and Support or Financial Management Section (FMS) in accordance with the notes overleaf)

Supplier's ABN: 83 008 635 532 (Australian Business Number): GST Registered: Y Supplier's Name: Schiavello Address: 2-6 Collie Street Fyshwick State / Postcode: ACT 2609		Purchase Order Number: P0000660 (recorded by FMS after processing)		Deliver to: Senate Furniture Store (Point 30) Department of the Senate Via Loading Dock Parliament House Brisbane Avenue Canberra ACT Attention: Hayden Phone: 62773331				
		If this is a new supplier, please request bank details: name of bank ... BSB account no. name of account Supplier's E-mail address: dsipinkas@schiaivello.com						
Quantity or Number	Rate @ \$ - c	Description of Goods and/or Services (If space is insufficient, attach another form or a list)	Cost Centre	Natural Account (expense)	Project Code (optional)	Is this an Asset ? YES/NO	Is GST Payable ? YES/NO	Total Cost (incl GST) \$ - c
1	2430.00	Credenza with Pigeon Hole Hutch	6130	2613	000	Yes	Yes	2673.00
TOTAL								2673.00
Purchases of goods and services and approvals of expenditure must be completed by officials in accordance with Clerk's Instructions and Financial Management Guidelines: 4.1 – Proposals to Spend Public Money; and 4.3 – Buying Goods and Services.								
Purchasing/Requesting Official: Signature: Print Name: Bret O'Connor Section: Telephone: 62773877			Approving Official: Signature: Print Name: Glenn Krause Section : SENATORS SERVICES Date: 15/08/08 Telephone: 62773866 (FMA Reg 9)					

INSTRUCTIONS FOR PURCHASING OFFICERS

Consistent with the Clerk's Instructions, the following procedures are to be observed by all staff when purchasing any goods or services on behalf of the Department of the Senate. They are intended to ensure the audit integrity of departmental operations.

Purchasing Officer Responsibilities

Question		Action
Are the goods or services already available from Black Rod's Office or elsewhere in the Department? Please phone x3500 to find out. Are the goods or services valued at less than \$2000.		If so, do not raise a purchase requisition.
Is there a pre-existing Commonwealth Contract for these goods or services? Phone x3500.		If so, consider the quoted price in assessing 'best value'.
Are the goods or services in the nature of computer hardware or software, audio visual equipment, office equipment, furniture or fittings, or stationery?		If so, send your request to Office Services and Support who will raise the purchase requisition.
Are the goods or services in the nature of staff training or development of course materials?		If so, complete necessary processes relevant to each program. A purchase requisition is not necessary.
Are the goods or services in the nature of a consultancy task?		If so, the relevant Program Manager must approve an Engagement of Consultant form, available on the intranet under Finance. This may be used in the place of a purchase requisition. Note that the President of the Senate must agree with all consultancy proposals for Senate Committees.

Value for Money

Assessment	Decision
Compare the prices of quotations obtained from suppliers in the "market place".	As the supply will possibly involve a GST component ensure that a common price basis is used, ie. use either GST inclusive or GST exclusive figures.
Fitness for purpose.	Can the preferred good or service deliver the outcomes required by the purchaser?
Evaluation Criteria.	Should be pre-defined and rigorously applied.

Other GST Considerations

Question	Action
Does the supplier have an ABN (a withholding tax consideration)?	If so, ensure that the relevant information is contained in the quotation documents.
Is the supplier exempt from ABN requirements ? Is GST exclusive price of the supply \$50 or less ? Is the payment for the supply "exempt income" ? Is the supply wholly of a private or domestic nature; or part of a recreational pursuit or hobby ? or Is the supply from a local governing body?	If so, seek the appropriate supporting documents from the supplier in each case.

Certification of the Receipt of Goods or Services

Question	Action
What needs to occur?	Endorse that the goods received match the purchase requisition, either on the invoice or other relevant documentation.

Further information is available in Clerk's Instructions and Financial Management Guidelines – Chapters 4.1 and 4.3.

Schiavello

Schiavello (ACT) Pty Ltd

Schiavello (ACT) Pty Ltd ABN 83 008 635 532
 2-6 Collie Street Fyshwick ACT 2609
 P O Box 427 Fyshwick ACT 2609 Australia
 T +61 2 6280 4420 F +61 2 6280 4370

Certified ISO 9001
 Quality Management System & ISO 14001
 Environmental Management System

Tax Invoice

Department of Senate
 Attn: Authorising Officer
 Financial Accountant
 Parliament House
 Canberra ACT 2600

Tax Invoice No. 2009050039
Date: 31/10/2008
Client Order No. PO-000660
Job Number. FA960896177000
Job Name: Senate Credenza
Clients ABN:
Account No. D100025

Description	Qty	Rate	Extended Cost	GST	Amount Payable
Supply & Install Credenza	1	2,430.00	2,430.00	243.00	2,673.00

Goods/Services Received by: <u>Box</u>
Completed / Partial Date: <u>05/11/08</u>
Payment Authorised by Delegate:
Print Name:/...../.....
Charge Code:/...../.....
Purchase Order No: <u>PO 000 660</u>
FMS Use: Dept / Admn Batch No:
Initial as Certified: Total

\$2,430.00	\$243.00	\$2,673.00
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Total Amount Payable Includes GST

\$2,673.00

The Goods Charged in this Tax Invoice should remain the
 Property of Schiavello (ACT) Pty Ltd until payment in full is received
 SCH/04-D

Terms: Payment Strictly Within 14 Days of Invoice Date

Remittance Advise	Direct Credit
Client Name: Department of Senate	Bank: ANZ
Job Number: Senate Credenza	BSB: 012964
Invoice Number: 2009050039	Account No: 232815146
Total: \$2,673.00	Account Name: Schiavello(ACT) Pty Ltd
Account Number: D100025	Schiavello ABN: 83-008-635-532

PLEASE FORWARD ALL CORRESPONDENCE TO PO BOX 427 FYSHWICK ACT 2609

Please forward payment to Schiavello (ACT) Pty Ltd, P O Box 427, Fyshwick, ACT 2609

If a Works Claim date appears above, Trading Terms are 30 days based on Works Claim date, otherwise trading terms are based 14 days from Invoice date.
 Refer to Clause 2 and main Terms and Conditions on reverse side of this invoice.

Proposal for minor purchase

Date requested	23/2/09
Requested by	Senator Xenophon
Item / service requested	Meeting table approximately 1200mm to 1500mm in diameter. Ash colour.
Why is the item / service required?	The Senator has limited meeting space in his office.
Is there another method of meeting this requirement?	No
Are there any compatibility issues?	No
Quotes obtained (<i>note, quotes should compare like with like. Eg. same brand / model from different suppliers or same specification / features, same or different supplier</i>)	<u>Designcraft</u> 1 x Aurora meeting Table 1200 diameter x 750mm high 25mm Ash timber veneer top; 3mm matching solid timber square edge detail; Bright Chrome frame finish. Total \$ 1051.60 including GST, Delivery & Installation.
Preferred quote	Designcraft
Reasons for preferred quote	From a past purchasing exercise. Designcraft have been able to supply quality office furniture within the lead time.
Reasons against rejected quotes	A quote was sort from Schiavello but no received.

Approved / ~~Not Approved~~

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Department of the Senate

(ABN: 23 991 641 527)

PURCHASE ORDER

Administered

COPY - NOT ORIGINAL

PURCHASE ORDER NUMBER

PO-000767

Date Issued

2/03/2009

TO: Design Craft Furniture Pty Ltd
8 Tralee Street
HUME ACT 2620

Vendor Nbr: DESCRA-01

Date Required: 30/03/2009

Requisition Nbr: PO000767

Page: 1 of 5

Description of Supplies or Services	Qty	Rate (Inc GST)	Exc Amount	GST	Inc Amount
1 x Aurora meeting table 1200 diameter x 720mm high 25mm Ash timber veneer top; 3mm matching solid timber; square edge detail Bright chrome finish. delivered & installed	1 ONLY	\$1,051.60	\$956.00	\$95.60	\$1,051.60

Total Order Amount : **\$1,051.60**

Billing:

Please quote our Order No. and your
ABN on your Tax Invoice and send it to:

Senate Finance
Department of the Senate
PO Box 6100
PARLIAMENT HOUSE ACT 2600

Deliveries:

For new or infrequent deliveries
contact the supplies enquiry officer.

Department of the Senate
Furniture Store (S.B.10)
Via Parliament House Loading Dock
PARLIAMENT HOUSE ACT 2600

Enquiries:

Supplies: Michael Kenning
Ph: 02 62773877

Payments: Authorising Official
Ph: (02) 6277 3089

Department of the Senate Purchase Order Conditions

1. Provision of Goods and/or Services: The Supplier must provide the Goods and/or Services to the Commonwealth in accordance with any instructions specified in the Purchase Order. The Supplier must promptly notify the Commonwealth if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services by the relevant delivery date and advise the Commonwealth as to when it will be able to do so.

Any Services must be provided to the standard that would be expected of an experienced and professional supplier of similar services and any other standard specified in the Purchase Order.

Any Goods must be delivered free from all Encumbrances and must meet any standard specified in the Purchase Order. Unless otherwise stated, Goods must be new and unused.

2. Acceptance: The Commonwealth may accept or reject the relevant Goods and/or Services within 14 days after delivery of the Goods and/or Services.

If the Commonwealth does not notify the Supplier of acceptance or rejection within the 14 day period, the Commonwealth will be taken to have accepted the Goods and/or Services on the expiry of the 14 day period.

The Commonwealth may reject the Goods and/or Services where the Goods and/or Services do not comply with the requirements of the Purchase Order.

If the Commonwealth rejects the Goods and/or Services the Commonwealth may:

- (a) require the Supplier to repair or modify the Goods and/or Services, within a period determined by the Commonwealth, at the Supplier's cost, so that the Goods and/or Services meet the requirements of the Purchase Order; or
- (b) require the Supplier to provide, at the Supplier's cost, replacement Goods and/or Services which meet the requirements of the Purchase Order, within a period determined by the Commonwealth; or
- (c) terminate the Contract in accordance with clause 32.

In any case, and at the Commonwealth's request, the Supplier must, at its own cost, promptly remove any rejected Goods and/or Services from the Commonwealth's premises. Replacement, repaired or modified Goods and/or Services are subject to acceptance under clause 2.

The Supplier will refund all payments related to the rejected Goods and/or Services unless replacement or repaired Goods and/or Services are accepted by the Commonwealth.

3. Title and Risk: Title to the Goods and/or Services transfers to the Commonwealth upon their acceptance by the Commonwealth in accordance with clause 2. The risk of any loss or damage to the Goods and/or Services remains with the Supplier until their delivery to the Commonwealth at the delivery location.

4. Invoice: The Supplier must submit a correctly rendered tax invoice to the Commonwealth. A tax invoice is correctly rendered if:

- (a) it is correctly addressed and calculated in accordance with the Contract;

- (b) it relates only to Goods and/or Services that have been accepted by the Commonwealth as set out in clause 2;

- (c) it is for an amount which, together with all previously correctly rendered invoices, does not exceed the Contract Price;

- (d) it includes the Purchase Order number, and the name and telephone number of the Contract Manager named in the Purchase Order; and

- (e) it is a valid tax invoice in accordance with the GST Act.

Approval and payment of an amount of a tax invoice is not evidence of the value of the obligations performed by the Supplier, an admission of liability or evidence the obligations under the Contract have been completed satisfactorily, but is payment on account only.

The Supplier must promptly provide to the Commonwealth such supporting documentation and other evidence reasonably required by the Commonwealth to substantiate performance of the Contract by the Supplier.

5. Payment: The Commonwealth must pay the invoiced amount to the Supplier within 30 days after receiving a correctly rendered tax invoice or if this 30 day period ends on a day that is not a business day, payment is due on the next business day. The last day of this period is referred to as the "due date".

5A Payment of Interest: If the Commonwealth fails to make a payment by the due date, then provided that the Supplier is a Small Business and the amount of interest calculated under this clause exceeds A\$10, the Commonwealth will pay interest on payments to the Supplier made after the due date as follows:

- (a) for payments made between one day and up to 30 days after the due date, the Commonwealth will pay the interest calculated under this clause only if the Supplier issues a correctly rendered tax invoice under clause 4 for that interest; and
- (b) for payments made more than 30 days after the due date, the Commonwealth will pay interest calculated under this clause together with payment of the unpaid amount.

Interest payable under this clause will be simple interest on the unpaid amount, calculated using the formula available at:

<http://www.finance.gov.au/publications/finance-circulars/2012/docs/fc2012-02.pdf>.

6. Price Basis: The Contract Price is the maximum price payable for the Goods and/or Services and is inclusive of all GST and all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas.

The Commonwealth is not required to pay any amount in excess of the Contract Price including, without limitation, the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges.

7. Offset: If the Supplier owes any amount to the Commonwealth in connection with the Contract, the Commonwealth may set off that amount, or part of it, against its obligation to pay any correctly rendered invoice.

8. Quality Assurance: Upon request by the Commonwealth, the Supplier must provide the Commonwealth and its nominees with access to the Supplier's premises to undertake quality audits and quality surveillance as defined in the relevant

Australian Quality Standards of the Supplier's quality system and/or the production processes related to the Goods and/or Services.

9. Insurance: The Supplier must obtain and maintain such insurances and on such terms and conditions as a prudent supplier, providing supplies similar to the Goods and/or Services, would procure and maintain and if requested, must provide the Commonwealth with evidence the insurances remain in force.

10. Indemnity: The Supplier indemnifies the Commonwealth, its officers, employees and contractors against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with:

- (a) a default or any unlawful, wilful or negligent act or omission on the part of the Supplier, its officers, employees, agents or subcontractors; or
- (b) any action, claim, dispute, suit or proceeding brought by any third party in respect of any use, infringement or alleged infringement of that third party's Intellectual Property Rights or Moral Rights; in connection with the Goods and/or Services.

The Supplier's liability to indemnify the Commonwealth under paragraph (a) is reduced to the extent that any wilful default or, unlawful, or negligent act or omission of the Commonwealth, its officers, employees or contractors contributed to the liability, loss, damage, cost, compensation or expense.

The Commonwealth holds the benefit of this indemnity on trust for its officers, employees and contractors.

11. Approvals and Compliance: The Supplier must obtain and maintain any licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for the Goods and/or Services. The Supplier must comply with and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Contract is to be carried out and all Commonwealth laws and policies relevant to the Goods and/or Services.

12. Conflict of Interest: The Supplier warrants that no conflicts of interest exists, or is anticipated, relevant to the performance of its obligations under the Contract. If a conflict of that kind arises, the Supplier must notify the Commonwealth immediately. The Commonwealth may decide in its absolute discretion, without limiting its other rights under the Contract that the Supplier may continue to provide the Goods and/or Services under the Contract.

13. Warranties: The Supplier must procure that the Commonwealth receives all relevant third party warranties in respect of Goods and/or Services. If the Supplier is a manufacturer, the Supplier must provide the Commonwealth with all standard manufacturers' warranties in respect of the Goods and/or Services it has manufactured.

14. Access to Supplier's Premises: The Supplier agrees to give the Commonwealth, or its nominee, all assistance reasonably requested for any purpose associated with this Contract or any review of the Supplier's performance under the Contract. This will include, but is not limited to, access to premises,

material and personnel associated with the Goods and/or Services and the Contract.

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

16. Waiver: If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

17. Variation: No agreement or understanding varying or extending the Contract, including in particular the scope of the Goods and/or Services, is legally binding upon either party unless in writing and agreed by both parties.

18. 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 Commonwealth 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 Commonwealth for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and returned as directed by the Commonwealth.

19. Conduct at Agency Premises: The Supplier must, when using Commonwealth provided premises or facilities, comply with all reasonable directions of the Commonwealth, and act consistently with the behaviours set out in sections 10, 10A and 13 of the *Parliamentary Service Act 1999*, the *Parliamentary Precincts Act 1988* and any directions given by the Presiding Officers.

20. 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 Commonwealth, or as otherwise able to bind or represent the Commonwealth.

The Contract does not create a relationship of employment, agency or partnership between the parties.

21. Privacy Requirement: The Supplier agrees to comply and ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and do (or refrain from doing) anything required to ensure that the Commonwealth is able to comply with its obligations under that Act.

The Supplier will immediately notify the Commonwealth if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause 21.

22. Confidential Information: The Supplier agrees not to disclose to any person, other than the Commonwealth, any confidential information relating to the Contract or the Goods and/or Services, without the prior written approval of the Commonwealth.

This obligation will not be breached where the

Supplier is required by law or a stock exchange to disclose the relevant information.

At any time, the Commonwealth may require the Supplier to arrange for its employees' agents or subcontractors to give a written undertaking relating to non-disclosure of the Commonwealth's confidential information in the form acceptable to the Commonwealth.

The Commonwealth is not bound to keep any information in connection with the Contract confidential except to the extent it has agreed in writing to keep specified information confidential. The Commonwealth will not be in breach of any confidentiality agreement where the Commonwealth is required by the Parliament to disclose the information.

23. Record Keeping: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and allow the Commonwealth 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.

24. Commonwealth Records and Archives Act 1983 Requirements: 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 Commonwealth.

25. Intellectual Property: The Supplier grants a licence to the Commonwealth to allow the Commonwealth full use of the Goods and/or Services for their usual purpose. The Supplier warrants that it owns all Intellectual Property Rights necessary to grant this licence.

26. Moral Rights: To the extent permitted by laws and for the benefit of the Commonwealth, the Supplier consents, and must use its best endeavours to procure that each author of Material consents in writing, to the use by the Commonwealth of Material, even if the use may otherwise be an infringement of their Moral Rights.

27. Notices: Any notice or communication under the Contract will be effective if it is 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 Purchase Order.

28. Assignment: The Supplier must not assign any of its rights under the Contract without the prior written consent of the Commonwealth.

29. Specified Personnel: The Supplier must ensure that the Specified Personnel provide the Goods and/or Services and are not replaced without the prior consent of the Commonwealth. At the Commonwealth's request, the Supplier, at no additional cost to the Commonwealth, must promptly replace any Specified Personnel that the Commonwealth reasonably considers should be replaced with personnel acceptable to the Commonwealth.

30. Subcontracting: Subcontracting the whole or part of the Supplier's obligations under the Contract will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must make available to the Commonwealth the details of all subcontractors engaged to provide the Goods and/or Services

under the Contract. The Supplier acknowledges that the Commonwealth is required to disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier for the purpose of fulfilling its 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).

31. Termination: The Commonwealth may terminate the Contract in whole or in part if:

- (a) the Supplier does not deliver all of the Goods and/or Services to the delivery location by the relevant delivery date, or notifies the Commonwealth that it will be unable to deliver the Goods and/or Services to the delivery location by the relevant delivery date;
- (b) the Commonwealth rejects any of the Goods and/or Services in accordance with clause 2;
- (c) the Supplier breaches the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remedy a breach of the Contract which is capable of remedy within the period specified by the Commonwealth 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, administrator or equivalent appointment under legislation other than the *Corporations Act 2001* appointed to it; or
- (iii) if an individual - becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966*.

32. Termination or Reduction for Convenience: In addition to any other rights it has under the Contract, the Commonwealth, acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Goods and/or Services by notifying the Supplier in writing. If the Commonwealth issues such a notice, the Supplier must stop or reduce work in accordance with the notice; comply with any directions given by the Commonwealth; and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination or reduction in scope.

Where the Contract is terminated under this clause, the Commonwealth will be liable for payments to the Supplier only for Goods and/or Services accepted in accordance with clause 2, before the effective date of termination (to a maximum of the Contract Price less any payments already made), and any reasonable costs incurred by the Supplier that are directly attributable to the termination, if the Supplier substantiates these amounts to the satisfaction of the Commonwealth.

The Supplier will be entitled to profits for the proportion of the Goods and/or Services accepted before the effective date of termination but will not be entitled to profit anticipated on any part of the Contract that is terminated or subject to a reduction in scope.

33. Survival: Clauses 10, 21, 22, 23, 24, 25, 26 and 27, survive termination or expiry of the Contract.

34. Dispute Resolution: For any dispute arising under the Contract:

- (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 the details of the dispute;

(c) within five business days, each Contract Manager will nominate a senior representative, not having prior direct involvement in the dispute;

(d) the senior representatives will try to settle the dispute by direct negotiation; and

(e) failing settlement within a further 10 business days, either the Commonwealth or the Supplier may commence legal proceedings.

The Commonwealth and the Supplier will each bear its own costs for dispute resolution.

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

The procedure for dispute resolution does not apply to action relating to termination or to legal proceedings for urgent interlocutory relief.

35. Compliance with Laws: The Supplier must ensure that it and all subcontractors comply with all relevant laws in connection with the Contract and all of its obligations under Australian tax laws.

36. Fair Work Act 2009. The Supplier must comply, and as far as practicable must ensure its subcontractors comply, with all relevant requirements of the Fair Work Principles as set out in the Fair Work Principles User Guide (available at www.deewr.gov.au/fairworkprinciples, <http://www.deewr.gov.au/fairworkprinciples>), including by:

(a) complying with all applicable workplace relations, work health and safety, and workers' compensation laws;

(b) informing the department of any adverse court or tribunal decision for a breach of workplace relations law, work health and safety laws, or workers' compensation laws made against it during the term of the Contract and any remedial action it has taken, or proposes to take, as a result of the decision;

(c) providing the Commonwealth any information the Commonwealth reasonably requires to confirm that the Supplier (and any subcontractor) is complying with the Fair Work Principles; and

(d) participating in all compliance activities (associated with its legal obligations, including

those arising under the Fair Work Principles.

Compliance activities may include responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant regulators.

Compliance with the Fair Work Principles shall not relieve the Supplier from its responsibility.

If the Supplier does not comply with the Fair Work Principles, without prejudice to any rights that would otherwise accrue to the Commonwealth, the Commonwealth shall be entitled to publish details of the Supplier's failure to comply (including the Supplier's name) and to otherwise provide those details to other Commonwealth agencies.

As far as practicable, the Supplier must:

(a) not use a subcontractor in relation to this Contract where the subcontractor would be precluded from contracting directly with the Commonwealth under the requirements of the Fair Work Principles; and

(b) ensure that all subcontracts impose obligations on subcontractors' equivalent to the obligations under this Contract.

37. Applicable Law: The laws of the Australian Capital Territory apply to the Contract.

38. Goods and/or Services supplied to Parliament House. All Goods and/or Services supplied to the Commonwealth at Parliament House, Canberra must comply with any directions given by the Commonwealth including those related to security and working in the Parliament Precinct.

39. Entire Agreement: The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers (except to the extent they are incorporated into the Contract in writing) and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

40. Definitions: In the Contract:

"Commonwealth" means the Commonwealth of Australia as represented the Commonwealth of Australia.

"Contract Manager" means the contract manager specified in the Purchase Order.

"Contract" means the contract between the Commonwealth and Supplier comprising the Purchase Order and these terms and conditions.

"Contract Price" means the total contract price

specified in the Purchase Order, including any GST component payable, but for the purposes of clause 5 only, does not include any simple interest payable on late payments.

"Encumbrance" means a security interest as defined in section 12 of the *Personal Property Securities Act 2009* (Cth).

"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 specified in the Purchase Order; and

(b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Commonwealth as specified in the Purchase Order.

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

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

"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 the right of attribution of authorship of work, the right not to have authorship of work falsely attributed and the right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

"Purchase Order" means the purchase order, issued by the Commonwealth to purchase goods and services on behalf of the Commonwealth, into which these conditions are incorporated.

"Small Business" has the meaning set out in Finance Circular 2012/02 available at: <http://www.finance.gov.au/publications/finance-circulars/2012/docs/fc2012-02.pdf>.

"Specified Personnel" means the personnel specified in the Purchase Order to provide the Goods and/or Services.

"Supplier" means the supplier specified in the Purchase Order.


signcraft
 ABN 95 064 210 037
TAX INVOICE

Invoice No: 903006.1

Date: 16/04/2009

Attention: Michael Kenning

 Department of the Senate
 Financial Accountant
 Parliament House
 Canberra ACT 2600

 Delivery Furniture Store (S.B.10)
 Address: via Parliament House Loading Dock
CLIENT DETAILS

Email: michael.kenning@aph.gov.au Ph: 02 6277 3877

Fax: 02 6277 3000

 PURCHASE ORDER NO.
 000767

 ABN
 23 991 641 527

 TERMS
 Net 30

 PAYMENT DUE
 16/05/2009

 PAGE NO.
 1

Qty	Description	Price per Unit	Extended Price	Tax Code
1	AURORA MEETING TABLE 1200 Diameter x 720mm High 25mm Ash timber veneer top 3mm matching solid timber square edge detail Bright Chrome frame finish	\$956.00	\$956.00	GST

Goods/Services Received by: *not*

Completed / Partial Date: *26/4/09*

Payment Authorised
by Delegate:

Print Name: /

Charge Code: - - - - - / - - - - -

Purchase Order No: *PO-000767*

FMS Use: Dept / Admn Batch No:

Initial as Certified:

Please review direct deposit details prior to making payment

Direct Deposit Details:

Account Name: Design Craft Furniture Pty Ltd

BSB No: 012 964 Account No: 1028 51682

Bank: ANZ Fyshwick ACT

If making a payment directly into our bank account, please email remittance advice to info@designcraft.net.au

Please make cheques payable to Design Craft Furniture Pty Ltd

Retention of Title: Design Craft Furniture Pty Ltd retains legal title to the above goods until payment has been received in full.

SALE AMOUNT	\$956.00	
FREIGHT	\$0.00	GST
GST	\$95.60	
TOTAL INC GST	\$1,051.60	
PAID TO DATE	\$0.00	

BALANCE DUE	\$1,051.60
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Design Craft Furniture Pty Ltd

8 Tralee Street, Hume ACT 2620 Ph: 02 6290 4900 Fax: 02 6290 4910 Email: info@designcraft.net.au

ABN: 95 064 210 037



Parliament House
CANBERRA A.C.T. 2600
Tel: (02) 6277 3500
Fax: (02) 6277 3000
Web: <http://www.aph.gov.au/Senate/index.htm>

Mr Brien Hallett
Usher of the Black Rod

Through: John Baczynski
Director, Senators' Services

Approval to Purchase SG.114 Meeting Table.

Back ground:

The table in SG.114 is unsuitable for the needs of the 4th Party. The requirement is for a table to seat 14, 5200mm L x Approx 1580mm W.

Discussion:

The existing table only seats 10.

There were 3 options looked at to provide the above amount of seating in the 4th party room. The existing table was a 3 section table.

One of the options that was considered was to extend the middle section of the existing table to provide the extra length required. This was deemed to be unsuitable as the existing table was too narrow and the new veneer would not be able to be matched exactly given the age of the table and the fading of the veneer. The existing table was also the wrong status of furniture for the room.

The second option for the table was to put a new top onto the existing frame. This option was not possible without modifying the frame and was not cost effective.

The 3rd option was procure a new table. The new table matches the Status C Furniture Style Guide.

Three suppliers were contacted to supply quotes for the table, they were Wilkhahn, Zenith and Design Craft. Zenith responded but was unable to supply a table to meet the specifications listed in the request for quote.

Wilkhahn and Desgincraft supplied quotes for both Rectangle and Boat shaped tables. The department consulted the DPS's heritage officer in terms of the shape that would best suite the meeting room. The shape that they recommended was that of the boat shaped, consistent with the curves in various aspects on the Senate side of the building.

Quotes:**Wilkhahn**

Boat shaped Logon 620

5200 x 1500/1200 x 730mm

\$15,345.00 ex GST

Designcraft

Boat shaped Eames Segmented

5200mm x 1600/900 x 724mm

\$15,112.00 ex GST

Designcraft

Boat shaped Spinal

5200 x 1600/900 x 724mm

\$ 9128.00 ex GST

The quotes were assessed using an evaluation matrix which took into account all points that were outlined in the request for quote that each supplier was sent. The evaluation matrix is attached.

Preferred Quote:

Wilkhahn boat shaped table \$ 15,345.00 ex GST

Reasons for Preferred Quote:

This table met the guidelines specified in the Request for quote. The quote that Wilkhahn supplied was a superior quote with very good detail.

The table comprises of 3 pieces with only 4 sets of legs. This is superior to that quoted by Designcraft with the 4 pieces and additional legs.

Wilkhahn have been an excellent supplier in the past and have been very professional in the dealings that we have had.

This table provides value for money and meets the criteria set out in the RFQ. The table will be consistent with the other status C furniture.

Reasons against rejected quotes:

The Eames segmented table performed well in the majority of the evaluation however, is unsuitable. Its frame and leg design has a cross bracing which is visible by the users which is inconsistent with the style guide. The table comprises of 4 pieces which adds an additional set of legs, reducing leg room for users.

The Spinal table also is unsuitable due to the table base not having double circular column legs, as well as not having met a lot of the frame finishes specified in the RFQ. The table comprises of a 4 pieces which adds an additional set of legs, reducing leg rooms for users.

Disposal of old table.

The new table will replace an old table currently located in the 4th party room. This table was purchased in 1999, is not original Parliament House furniture and has no heritage value. The table has no further use within the department as the timber does not meet specifications of the recently approved Office Furniture Style Guide.

The table's written down value is \$ 1,263.59.

Pickles Auctions has indicated the table is expected to sell for approximately \$ 50.00 to \$ 100.00 dollars. The cost of preparing the sale is expected to outweigh this potential return.

Wilkhahn offered to remove the table at no cost to the Department in conjunction with supplying the new table.

The Department of Parliamentary Services and the House of Representatives were approached to see if they would be interested in the table. The House of Representatives indicated that they would like to have the table transferred to them. This option is considered to represent best value to the Commonwealth.

Approval:

That you approve:

- The purchase of the Wilkhahn boat shaped Logon 620 meeting table for \$ 15,345 ex GST.
- The write off and transfer the old table to the House of Representatives.

Approved / ~~Not Approved~~

.....
/ Brien Hallet

Usher of the Black Rod

7 / 11 / 2011



Department of the Senate

(ABN: 23 991 641 527)

PURCHASE ORDER

Administered

COPY - NOT ORIGINAL

PURCHASE ORDER NUMBER

PO-001180

Date Issued

7/11/2011

TO: Wilkhahn
Level 1, 423 Bourke Street
Melbourne VIC 3000

Vendor Nbr: WILKHA-01

Date Required: 5/12/2011

Requisition Nbr: PO001180

Page: 1 of 5

Description of Supplies or Services	Qty	Rate (Inc GST)	Exc Amount	GST	Inc Amount
1 x 5200 x 1500 meeting table as per delivered and installed as per Quotation 5000-341	0 ONLY	\$16,879.50	\$15,345.00	\$1,534.50	\$16,879.50

Total Order Amount : **\$16,879.50**

Billing:

Please quote our Order No. and your
ABN on your Tax Invoice and send it to:

Senate Finance
Department of the Senate
PO Box 6100
PARLIAMENT HOUSE ACT 2600

Deliveries:

For new or infrequent deliveries
contact the supplies enquiry officer.

Department of the Senate
Furniture Store (S.B.10)
Via Parliament House Loading Dock
PARLIAMENT HOUSE ACT 2600

Enquiries:

Supplies: Shane Lees
Ph: 0262773869

Payments: Authorising Official
Ph: (02) 6277 3089

Department of the Senate

Purchase Order Conditions

1. Provision of Goods and/or Services: The Supplier must provide the Goods and/or Services to the Commonwealth in accordance with any instructions specified in the Purchase Order. The Supplier must promptly notify the Commonwealth if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services by the relevant delivery date and advise the Commonwealth as to when it will be able to do so.

Any Services must be provided to the standard that would be expected of an experienced and professional supplier of similar services and any other standard specified in the Purchase Order. Any Goods must be delivered free from all Encumbrances and must meet any standard specified in the Purchase Order. Unless otherwise stated, Goods must be new and unused.

2. Acceptance: The Commonwealth may accept or reject the relevant Goods and/or Services within 14 days after delivery of the Goods and/or Services.

If the Commonwealth does not notify the Supplier of acceptance or rejection within the 14 day period, the Commonwealth will be taken to have accepted the Goods and/or Services on the expiry of the 14 day period.

The Commonwealth may reject the Goods and/or Services where the Goods and/or Services do not comply with the requirements of the Purchase Order.

If the Commonwealth rejects the Goods and/or Services the Commonwealth may:

- (a) require the Supplier to repair or modify the Goods and/or Services, within a period determined by the Commonwealth, at the Supplier's cost, so that the Goods and/or Services meet the requirements of the Purchase Order; or
- (b) require the Supplier to provide, at the Supplier's cost, replacement Goods and/or Services which meet the requirements of the Purchase Order, within a period determined by the Commonwealth; or
- (c) terminate the Contract in accordance with clause 32.

In any case, and at the Commonwealth's request, the Supplier must, at its own cost, promptly remove any rejected Goods and/or Services from the Commonwealth's premises. Replacement, repaired or modified Goods and/or Services are subject to acceptance under clause 2.

The Supplier will refund all payments related to the rejected Goods and/or Services unless replacement or repaired Goods and/or Services are accepted by the Commonwealth.

3. Title and Risk: Title to the Goods and/or Services transfers to the Commonwealth upon their acceptance by the Commonwealth in accordance with clause 2. The risk of any loss or damage to the Goods and/or Services remains with the Supplier until their delivery to the Commonwealth at the delivery location.

4. Invoice: The Supplier must submit a correctly rendered tax invoice to the Commonwealth. A tax invoice is correctly rendered if:

- (a) it is correctly addressed and calculated in accordance with the Contract;

- (b) it relates only to Goods and/or Services that have been accepted by the Commonwealth as set out in clause 2;

- (c) it is for an amount which, together with all previously correctly rendered invoices, does not exceed the Contract Price;

- (d) it includes the Purchase Order number, and the name and telephone number of the Contract Manager named in the Purchase Order; and

- (e) it is a valid tax invoice in accordance with the GST Act.

Approval and payment of an amount of a tax invoice is not evidence of the value of the obligations performed by the Supplier, an admission of liability or evidence the obligations under the Contract have been completed satisfactorily, but is payment on account only.

The Supplier must promptly provide to the Commonwealth such supporting documentation and other evidence reasonably required by the Commonwealth to substantiate performance of the Contract by the Supplier.

5. Payment: The Commonwealth must pay the invoiced amount to the Supplier within 30 days after receiving a correctly rendered tax invoice or if this 30 day period ends on a day that is not a business day, payment is due on the next business day. The last day of this period is referred to as the "due date".

5A Payment of Interest: If the Commonwealth fails to make a payment by the due date, then provided that the Supplier is a Small Business and the amount of interest calculated under this clause exceeds A\$10, the Commonwealth will pay interest on payments to the Supplier made after the due date as follows:

- (a) for payments made between one day and up to 30 days after the due date, the Commonwealth will pay the interest calculated under this clause only if the Supplier issues a correctly rendered tax invoice under clause 4 for that interest; and
- (b) for payments made more than 30 days after the due date, the Commonwealth will pay interest calculated under this clause together with payment of the unpaid amount.

Interest payable under this clause will be simple interest on the unpaid amount, calculated using the formula available at:

<http://www.finance.gov.au/publications/finance-circulars/2012/docs/fc2012-02.pdf>.

6. Price Basis: The Contract Price is the maximum price payable for the Goods and/or Services and is inclusive of all GST and all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas.

The Commonwealth is not required to pay any amount in excess of the Contract Price including, without limitation, the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges.

7. Offset: If the Supplier owes any amount to the Commonwealth in connection with the Contract, the Commonwealth may set off that amount, or part of it, against its obligation to pay any correctly rendered invoice.

8. Quality Assurance: Upon request by the Commonwealth, the Supplier must provide the Commonwealth and its nominees with access to the Supplier's premises to undertake quality audits and quality surveillance as defined in the relevant

Australian Quality Standards of the Supplier's quality system and/or the production processes related to the Goods and/or Services.

9. Insurance: The Supplier must obtain and maintain such insurances and on such terms and conditions as a prudent supplier, providing supplies similar to the Goods and/or Services, would procure and maintain and if requested, must provide the Commonwealth with evidence the insurances remain in force.

10. Indemnity: The Supplier indemnifies the Commonwealth, its officers, employees and contractors against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with:

- (a) a default or any unlawful, wilful or negligent act or omission on the part of the Supplier, its officers, employees, agents or subcontractors; or
- (b) any action, claim, dispute, suit or proceeding brought by any third party in respect of any use, infringement or alleged infringement of that third party's Intellectual Property Rights or Moral Rights; in connection with the Goods and/or Services.

The Supplier's liability to indemnify the Commonwealth under paragraph (a) is reduced to the extent that any wilful default or, unlawful, or negligent act or omission of the Commonwealth, its officers, employees or contractors contributed to the liability, loss, damage, cost, compensation or expense.

The Commonwealth holds the benefit of this indemnity on trust for its officers, employees and contractors.

11. Approvals and Compliance: The Supplier must obtain and maintain any licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for the Goods and/or Services. The Supplier must comply with and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Contract is to be carried out and all Commonwealth laws and policies relevant to the Goods and/or Services.

12. Conflict of Interest: The Supplier warrants that no conflicts of interest exists, or is anticipated, relevant to the performance of its obligations under the Contract. If a conflict of that kind arises, the Supplier must notify the Commonwealth immediately. The Commonwealth may decide in its absolute discretion, without limiting its other rights under the Contract that the Supplier may continue to provide the Goods and/or Services under the Contract.

13. Warranties: The Supplier must procure that the Commonwealth receives all relevant third party warranties in respect of Goods and/or Services.

If the Supplier is a manufacturer, the Supplier must provide the Commonwealth with all standard manufacturers' warranties in respect of the Goods and/or Services it has manufactured.

14. Access to Supplier's Premises: The Supplier agrees to give the Commonwealth, or its nominee, all assistance reasonably requested for any purpose associated with this Contract or any review of the Supplier's performance under the Contract. This will include, but is not limited to, access to premises,

material and personnel associated with the Goods and/or Services and the Contract.

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

16. Waiver: If a party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

17. Variation: No agreement or understanding varying or extending the Contract, including in particular the scope of the Goods and/or Services, is legally binding upon either party unless in writing and agreed by both parties.

18. 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 Commonwealth 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 Commonwealth for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and returned as directed by the Commonwealth.

19. Conduct at Agency Premises: The Supplier must, when using Commonwealth provided premises or facilities, comply with all reasonable directions of the Commonwealth, and act consistently with the behaviours set out in sections 10, 10A and 13 of the *Parliamentary Service Act 1999*, the *Parliamentary Precincts Act 1988* and any directions given by the Presiding Officers.

20. 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 Commonwealth, or as otherwise able to bind or represent the Commonwealth.

The Contract does not create a relationship of employment, agency or partnership between the parties.

21. Privacy Requirement: The Supplier agrees to comply and ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and do (or refrain from doing) anything required to ensure that the Commonwealth is able to comply with its obligations under that Act.

The Supplier will immediately notify the Commonwealth if the Supplier becomes aware of a breach or possible breach of any of its obligations under this clause 21.

22. Confidential Information: The Supplier agrees not to disclose to any person, other than the Commonwealth, any confidential information relating to the Contract or the Goods and/or Services, without the prior written approval of the Commonwealth.

This obligation will not be breached where the

Supplier is required by law or a stock exchange to disclose the relevant information.

At any time, the Commonwealth may require the Supplier to arrange for its employees' agents or subcontractors to give a written undertaking relating to non-disclosure of the Commonwealth's confidential information in the form acceptable to the Commonwealth. The Commonwealth is not bound to keep any information in connection with the Contract confidential except to the extent it has agreed in writing to keep specified information confidential. The Commonwealth will not be in breach of any confidentiality agreement where the Commonwealth is required by the Parliament to disclose the information.

23. Record Keeping: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and allow the Commonwealth 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.

24. Commonwealth Records and Archives Act 1983 Requirements: 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 Commonwealth.

25. Intellectual Property: The Supplier grants a licence to the Commonwealth to allow the Commonwealth full use of the Goods and/or Services for their usual purpose. The Supplier warrants that it owns all Intellectual Property Rights necessary to grant this licence.

26. Moral Rights: To the extent permitted by laws and for the benefit of the Commonwealth, the Supplier consents, and must use its best endeavours to procure that each author of Material consents in writing, to the use by the Commonwealth of Material, even if the use may otherwise be an infringement of their Moral Rights.

27. Notices: Any notice or communication under the Contract will be effective if it is 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 Purchase Order.

28. Assignment: The Supplier must not assign any of its rights under the Contract without the prior written consent of the Commonwealth.

29. Specified Personnel: The Supplier must ensure that the Specified Personnel provide the Goods and/or Services and are not replaced without the prior consent of the Commonwealth. At the Commonwealth's request, the Supplier, at no additional cost to the Commonwealth, must promptly replace any Specified Personnel that the Commonwealth reasonably considers should be replaced with personnel acceptable to the Commonwealth.

30. Subcontracting: Subcontracting the whole or part of the Supplier's obligations under the Contract will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must make available to the Commonwealth the details of all subcontractors engaged to provide the Goods and/or Services

under the Contract. The Supplier acknowledges that the Commonwealth is required to disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier for the purpose of fulfilling its 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).

31. Termination: The Commonwealth may terminate the Contract in whole or in part if:

- (a) the Supplier does not deliver all of the Goods and/or Services to the delivery location by the relevant delivery date, or notifies the Commonwealth that it will be unable to deliver the Goods and/or Services to the delivery location by the relevant delivery date;
- (b) the Commonwealth rejects any of the Goods and/or Services in accordance with clause 2;
- (c) the Supplier breaches the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remedy a breach of the Contract which is capable of remedy within the period specified by the Commonwealth 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, administrator or equivalent appointment under legislation other than the *Corporations Act 2001* appointed to it; or
- (iii) if an individual - becomes bankrupt or enters into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966*.

32. Termination or Reduction for Convenience:

In addition to any other rights it has under the Contract, the Commonwealth, acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Goods and/or Services by notifying the Supplier in writing. If the Commonwealth issues such a notice, the Supplier must stop or reduce work in accordance with the notice; comply with any directions given by the Commonwealth; and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination or reduction in scope.

Where the Contract is terminated under this clause, the Commonwealth will be liable for payments to the Supplier only for Goods and/or Services accepted in accordance with clause 2, before the effective date of termination (to a maximum of the Contract Price less any payments already made), and any reasonable costs incurred by the Supplier that are directly attributable to the termination, if the Supplier substantiates these amounts to the satisfaction of the Commonwealth.

The Supplier will be entitled to profits for the proportion of the Goods and/or Services accepted before the effective date of termination but will not be entitled to profit anticipated on any part of the Contract that is terminated or subject to a reduction in scope.

33. Survival: Clauses 10, 21, 22, 23, 24, 25, 26 and 27, survive termination or expiry of the Contract.

34. Dispute Resolution: For any dispute arising under the Contract:

- (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 the details of the dispute;

(c) within five business days, each Contract Manager will nominate a senior representative, not having prior direct involvement in the dispute;

(d) the senior representatives will try to settle the dispute by direct negotiation; and

(e) failing settlement within a further 10 business days, either the Commonwealth or the Supplier may commence legal proceedings.

The Commonwealth and the Supplier will each bear its own costs for dispute resolution.

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

The procedure for dispute resolution does not apply to action relating to termination or to legal proceedings for urgent interlocutory relief.

35. Compliance with Laws: The Supplier must ensure that it and all subcontractors comply with all relevant laws in connection with the Contract and all of its obligations under Australian tax laws.

36. Fair Work Act 2009. The Supplier must comply, and as far as practicable must ensure its subcontractors comply, with all relevant requirements of the Fair Work Principles as set out in the Fair Work Principles User Guide (available at www.deewr.gov.au/fairworkprinciples <<http://www.deewr.gov.au/fairworkprinciples>>), including by:

(a) complying with all applicable workplace relations, work health and safety, and workers' compensation laws;

(b) informing the department of any adverse court or tribunal decision for a breach of workplace relations law, work health and safety laws, or workers' compensation laws made against it during the term of the Contract and any remedial action it has taken, or proposes to take, as a result of the decision;

(c) providing the Commonwealth any information the Commonwealth reasonably requires to confirm that the Supplier (and any subcontractor) is complying with the Fair Work Principles; and

(d) participating in all compliance activities (associated with its legal obligations, including

those arising under the Fair Work Principles.

Compliance activities may include responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant regulators.

Compliance with the Fair Work Principles shall not relieve the Supplier from its responsibility.

If the Supplier does not comply with the Fair Work Principles, without prejudice to any rights that would otherwise accrue to the Commonwealth, the Commonwealth shall be entitled to publish details of the Supplier's failure to comply (including the Supplier's name) and to otherwise provide those details to other Commonwealth agencies.

As far as practicable, the Supplier must:

(a) not use a subcontractor in relation to this Contract where the subcontractor would be precluded from contracting directly with

the Commonwealth under the requirements of the Fair Work Principles; and

(b) ensure that all subcontracts impose obligations on subcontractors' equivalent to the obligations under this Contract.

37. Applicable Law: The laws of the Australian Capital Territory apply to the Contract.

38. Goods and/or Services supplied to Parliament House. All Goods and/or Services supplied to the Commonwealth at Parliament House, Canberra must comply with any directions given by the Commonwealth including those related to security and working in the Parliament Precinct.

39. Entire Agreement: The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers (except to the extent they are incorporated into the Contract in writing) and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

40. Definitions: In the Contract:

"Commonwealth" means the Commonwealth of Australian as represented the Commonwealth of Australia.

"Contract Manager" means the contract manager specified in the Purchase Order.

"Contract" means the contract between the Commonwealth and Supplier comprising the Purchase Order and these terms and conditions.

"Contract Price" means the total contract price

specified in the Purchase Order, including any GST component payable, but for the purposes of clause 5 only, does not include any simple interest payable on late payments.

"Encumbrance" means a security interest as defined in section 12 of the *Personal Property Securities Act 2009* (Cth).

"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 specified in the Purchase Order; and

(b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Commonwealth as specified in the Purchase Order.

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

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

"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 the right of attribution of authorship of work, the right not to have authorship of work falsely attributed and the right of integrity of authorship as defined in the *Copyright Act 1968* (Cth).

"Purchase Order" means the purchase order, issued by the Commonwealth to purchase goods and services on behalf of the Commonwealth, into which these conditions are incorporated.

"Small Business" has the meaning set out in Finance Circular 2012/02 available at: <<http://www.finance.gov.au/publications/finance-circulars/2012/docs/fc2012-02.pdf>>.

"Specified Personnel" means the personnel specified in the Purchase Order to provide the Goods and/or Services.

"Supplier" means the supplier specified in the Purchase Order.

Wilkhahn
Asia Pacific

TAX INVOICE

Invoice No.: 30379
Invoice Date: Wednesday, 14 December 2011
Despatched: Wednesday, 14 December 2011

NicMACT

Wilkhahn Wilkening + Hahne Pty Ltd

ACN 085 788 978

ABN 75 085 788 978

Customer Details:-

Financial Accountant, Department of The Senate

Parliament House

CANBERRA

ACT

2600

AUSTRALIA

Shipping Address

Department of The Senate

Furniture Store (S.B.10) Via Parliament House
Loading Dock, Parliament House

CANBERRA

ACT

2600

AUSTRALIA

ABN: N/A

Contact Name: Shane Lees

Ph. 02 6277 3089

Our W/Order No.	Order No.	Product Description	QTY	Unit Price	Total
T4900	PO-001180				
	620PA521	LOGON SPECIAL FRAME, 5500 X 1200 MM, POLISHED/ANODISED (4 Legs) All Beam and Top Beareres Powdered Coated in Silver	1	\$14,995.00	\$14,995.00
	T4939	LOGON Special Top, 5200 X 1500/1200 X 25 MM, BOAT SHAPE (3pcs), V2 Southern Blue Gum, 30% Gloss, Open Grain, Qrt Cut, Longitudinal, Matching 12mm Solid Timber Edge to Length - 4mm Edge to Width w/ 3mm Radius Top & Bottom	1	\$0.00	\$0.00
	130675	LOGON 620 BEAM 320MM, POWDERCOATED In Silver	14	\$0.00	\$0.00
	620JOINT	LOGON 620 JOINT FOR EXTRA SUPPORT, SMALL PARTS EXCL BEAM	14	\$0.00	\$0.00
	130131PC	REPOWDERCOATING COST OF LOGON TOP BEARER 2 In Silver	4	\$0.00	\$0.00
	130131	620 TOP BEARER 2, BLACK POWDER COATED	-4	\$0.00	\$0.00
	DEL	DELIVERY	1	\$350.00	\$350.00

SENT 19/12/11

Sydney Showroom
A2/46-62 Maddox Street
Alexandria NSW 2015
Telephone 61 (02) 9310 3355
Facsimile 61 (02) 9319 5655

Melbourne Showroom
Level 1, 423 Bourke Street
Melbourne VIC 3000 Australia
Telephone 61 (03) 9670 5570
Facsimile 61 (03) 9670 5535

Brisbane Showroom
2/40 Douglas Street
Milton QLD 4064 Australia
Telephone 61 (07) 3369 2088
Facsimile 61 (07) 3369 3088

Our W/Order No.	Order No.	Product Description	QTY	Unit Price	Total
					Sub Total \$15,345.00
					Freight \$0.00
					Less Deposit Paid (excl GST) \$0.00 -
					Total \$15,345.00
					GST at 10.0% \$1,534.50
					Balance (AUD) \$16,879.50

TERMS: 30 Days from Invoice Date, Late Payment will attract interest

Payment Due: 13/01/2012

Please send payments to:

PO Box 6451, ALEXANDRIA NSW 2015, or deposit directly into

A/C Name: Wilkhahn Asia Pacific

HSBC Bank Australia Ltd, BSB No: 342-011, A/C No: 081874-001

Country of Origin: AUSTRALIA

Goods/Services Received by: <u>Boc</u>
Completed / Partial Date: <u>19/12/11</u>
Payment Authorised by Delegate:
Print Name:/...../.....
Charge Code: - - - - - / - - - - - / - - - - -
Purchase Order No: <u>PO 001180</u>
FMS Use: Dept / Admn Batch No:
Initial as Certified:

Sydney Showroom
A2/46-62 Maddox Street
Alexandria NSW 2015
Telephone 61 (02) 9310 3355
Facsimile 61 (02) 9319 5655

Melbourne Showroom
Level 1, 423 Bourke Street
Melbourne VIC 3000 Australia
Telephone 61 (03) 9670 5570
Facsimile 61 (03) 9670 5535

Brisbane Showroom
2/40 Douglas Street
Milton QLD 4064 Australia
Telephone 61 (07) 3369 2088
Facsimile 61 (07) 3369 3088

Purcell, Mike (SEN)

From: Purcell, Mike (SEN)
Sent: Friday, 14 December 2007 9:29 AM
To: Tate, Nick (SEN)
Subject: SG 34 Senator Brandis

Tracking:	Recipient	Read
	Tate, Nick (SEN)	Read: 14/12/2007 10:16 AM

Nick

Jono inspected the room. He recommended a mixture of both veneer and solid jarrah timber to be used in the construction. This would keep the structure of the book case together. If melamine was used it would not hold the weight and its life would be limited. He estimated a cost of approximately \$15000 to \$20000. He has offered to prepare a rough sketch and then approach Building Design to prepare drawings. The unit would not be to the ceiling. He stated that a gap would be required between the top of the unit and the ceiling.

I have spoken to Maureen of Senator Brandis's office to get details on the scale of the books. When this information is available I will request Jono to prepare the drawings.

Two HMS outlets including power points are on the wall. These would need to be removed and the wall patched and painted.

Regards

Mike Purcell
Office Services Manager
Senator's Services Section
6277 3644 (P)
6277 3000 (F)
0416 277 004