



## Standard Conditions of Purchase

### General

1 These are the terms and conditions referred to in the purchase order ("**Purchase Order**").

### Purchase Orders

2 The nominated supplier's ("**the Supplier**") offer to provide Supplies to the Commonwealth is accepted by the Commonwealth when the Commonwealth sends a Purchase Order to the Supplier.

3 The Purchase Order specifies the precise nature of the Supplies the Commonwealth requires to be sourced or manufactured and delivered by the Supplier.

4 Each Purchase Order sent to the Supplier by the Commonwealth creates a separate contract between the Commonwealth and the Supplier ("**the Contract**").

### When these conditions apply

5 The terms of each contract created by the placement of a Purchase Order will be those set out in these Standard Conditions of Purchase ("**Standard Conditions**") and any Special Conditions specified in the Purchase Order (refer to clause 10). Therefore, these Standard Conditions apply to any contract entered into by the Commonwealth issuing a Purchase Order to the Supplier.

6 Subject to clauses 9 and 10, the Supplier shall provide the Supplies in accordance with these Standard Conditions.

### Interpretation

7 In these Standard Conditions:

- (a) "**Acceptance**" means acceptance of the Supplies in accordance with clauses 17 to 19, evidenced by the signature of the Commonwealth's representative on an acceptance certificate. "Accept" has a corresponding meaning.
- (b) "**Environmentally Friendly**" products means products that are manufactured to minimise their impact on the environment, whether through the manufacturing process itself, or through the use of recycled materials or because the products are biodegradable or recyclable at the end of their life. "Environmentally Friendly" products also include products that are made from natural products and/or are non-hazardous materials.

- (c) "**manufacture**" includes grow, extract, produce, process and assemble.

8 Headings are not part of these Standard Conditions and are provided for convenient reference only.

### **Conditions to prevail**

9 Subject to clause 10, these Standard Conditions will prevail to the extent of any inconsistency between them and the terms of any offer by the Supplier. The term "**Supplies**" means property and/or services as the context requires. A reference to property takes in every type of right, interest or thing which is legally capable of being owned and includes but is not restricted to, physical goods, equipment and real property, as well as intangibles such as intellectual property, contract options and goodwill.

### **Special Conditions**

10 The Contract conditions include any Special Conditions referred to in the Purchase Order and, if any such Special Conditions are inconsistent with these Standard Conditions, the former will, to the extent of this inconsistency, prevail.

### **Substitution of Supplies**

11 The Commonwealth may request the Hard Substitution of any of the Supplies where an equivalent product offered by the Supplier is more Environmentally Friendly and/or less expensive.

12 For the purposes of clause 11, "Hard Substitution" involves the substitution of Supplies with an alternative product offered by the Supplier that is equivalent to the Supplies.

### **Packing**

- 13 In preparing the Supplies for delivery, the Supplier must ensure:
- (a) the Supplies are packed to commercial packaging standards to ensure goods are received undamaged—Environmentally Friendly packaging material shall be used where practicable; and
  - (b) packages are marked with the Purchase Order number, the name of the Commonwealth representative, the package number and delivery point, and are accompanied by an invoice, delivery docket or packing note.

## **Delivery**

### *Time, place and manner*

14 Subject to clause 15, delivery of the Supplies must be made at the time, place and in the manner specified in the Purchase Order. Unless otherwise specified in the Purchase Order, all deliveries to Parliament House are to be made to the Parliament House Loading Dock at a scheduled time. Arrangements to schedule deliveries can be made by calling (02) 6277 5500 during business hours, Monday to Friday. Failure to comply with the advised transport and/or delivery mode may render a cost variation at the Supplier's expense.

### *Later delivery*

15 The Commonwealth can specify in writing a later time for delivery.

## **Quality**

### *Free from defects*

- 16 The Supplier warrants that the Supplies are:
- (a) free from defects in design, materials and workmanship, fit for purpose and of merchantable quality; and
  - (b) conform with all relevant standards; and
  - (c) meet the requirements of the Contract.

## **Acceptance and Ownership**

17 All Supplies delivered by the Supplier shall be subject to acceptance by the Commonwealth in accordance with these Standard Conditions.

18 The Supplier shall, when seeking Acceptance, provide any other supporting evidence required by the Commonwealth.

19 Within 10 working days of the delivery of the Supplies, the Commonwealth shall:

- (a) Accept the Supplies; or
- (b) reject the Supplies, in which case the Commonwealth shall advise the Supplier in writing of the reasons for the rejection.

### *Rejection of Supplies*

20 If the Commonwealth does not reject the Supplies in accordance with clause 19, the Commonwealth will be deemed to have Accepted the Supplies.

21 If the Commonwealth rejects any Supplies, the Supplier must, without prejudice to the Commonwealth's rights otherwise arising under the Contract or the general law, comply with a requirement of the Commonwealth to:

- (a) replace, without cost to the Commonwealth, the rejected Supplies with Supplies in all respects in accordance with the Contract;
- (b) refund any payment for the rejected Supplies; or
- (c) repair the Supplies, on site or otherwise, to the satisfaction of the Commonwealth; and
- (d) in the case of (a) or (b), where the Supplies are physical goods, equipment or property, the Supplier must remove the rejected Supplies at the Supplier's expense.

22 Any action of the Supplier in correcting or replacing the Supplies shall not relieve the Supplier from performing its obligations under the Contract.

23 The Commonwealth may require the Supplier to retake possession at any time of Supplies where a notice of rejection is issued under clause 19. Repossession of the Supplies shall not affect the obligation of the Supplier to provide conforming Supplies.

*No payment for rejected Supplies or for damage*

24 The Commonwealth will not be liable to pay for any rejected Supplies or for any damage done to or costs arising from inspection or rejection of the Supplies.

*Ownership and risk*

25 Subject to clauses 17 to 24, ownership of, and risk of loss or damage to, the Supplies will pass to the Commonwealth on payment of a claim relating to those Supplies in accordance with clauses 31 to 36. Intellectual property in Supplies created for the Commonwealth is owned by the Commonwealth from the date of creation.

**Inspecting manufacture of Supplies**

26 Without additional cost to the Commonwealth, the Supplier must provide access to premises and all other necessary assistance for Commonwealth representatives to inspect the manufacturing of the Supplies upon request.

**Approval of samples**

27 If the Commonwealth requires the Supplier to submit samples of the Supplies, the Supplier must not proceed to bulk manufacture until the Commonwealth has approved the samples.

## **Warranty Period**

### *Correction*

28 If the Commonwealth gives reasonable notice of any defect or omission discovered in the Supplies during any warranty period specified in the Purchase Order, the Supplier must correct that defect or omission without delay and at no cost to the Commonwealth. Where no warranty period is otherwise specified, the warranty period shall be 90 days from Acceptance by the Commonwealth.

### *Cost of warranty*

29 The Supplier must meet all costs of and incidental to the discharge of warranty obligations, including any packing, freight, disassembly and reassembly costs.

## **Price basis, payment and indemnity**

### *Duties, imposts and extras*

30 The price of the Supplies specified in each Purchase Order includes:

- (a) all duties and other imposts for which the Supplier is liable;
- (b) all amounts payable for the use (whether in the course of manufacture or usage of the Property) of patents, copyright, registered designs, trade marks and other intellectual property rights;
- (c) all charges for provision of the Supplies; and
- (d) no extra charges will be made for testing, inspection, packing, delivery, insurance or otherwise.

### *Payment*

31 The Supplier must submit a claim for payment once the Supplies have been Accepted by the Commonwealth.

32 A claim for payment must:

- (a) be in the form of an invoice and meet the requirements of clause 36;
- (b) if requested by the Commonwealth, be accompanied by an Acceptance certificate signed by both parties that relates to the Supplies listed in the claim for payment; and
- (c) attach any other relevant documentation necessary to establish that, to the satisfaction of the Commonwealth, the claim is in accordance with the Contract.

- 33 On receipt of a claim for payment, the Commonwealth will either:
- (a) approve the claim;
  - (b) approve part of the claim where the part is submitted in accordance with clause 32; or
  - (c) reject the claim where the claim is not submitted in accordance with clause 32.

34 Where a claim or part of a claim is approved under clause 33, the Commonwealth must pay for the Supplies no later than 30 days from Acceptance of the Supplies or the submission of the claim, whichever is the later.

35 Where a claim or part of a claim is rejected under clause 33, the Commonwealth will, within 14 days of receipt of the claim, notify the Supplier in writing of the need to resubmit the claim or part of the claim and the reasons for the rejection.

36 An invoice will be correctly rendered if it is addressed in accordance with the Purchase Order, identifies the Purchase Order number, is a "Tax Invoice" for GST purposes, and is, where explanation is necessary, accompanied by documentation substantiating the amount claimed.

*Commonwealth's right to defer or deduct payments*

37 Without prejudice to its rights at common law or otherwise, the Commonwealth may deduct any payment or debt owed by the Supplier to the Commonwealth under this Contract from the payment of any moneys payable to the Supplier by the Commonwealth under this Contract.

*GST*

38 Unless otherwise indicated, the fees and all other consideration for any supply under this Contract is inclusive of any GST imposed on the supply.

39 If one party (the supplier) makes a taxable supply to the other party (the recipient) under this Contract, on receipt of a tax invoice from the supplier, the recipient must pay without set-off an additional amount to the supplier equal to the GST imposed on the supply in question.

40 No party may claim from the other party under this Contract any amount for which the first party may claim an input tax credit.

41 In clauses 39 to 40, "taxable supply", "tax invoice" and "input tax credit" have the meanings respectively given to them in the GST Law.



## *Indemnity*

42 The Supplier indemnifies the Commonwealth against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other intellectual property rights, by reason of the purchase, possession or use of the Supplies. If payment under an indemnity to the Commonwealth gives rise to a liability for the Commonwealth to pay GST, the Supplier shall pay and indemnify the Commonwealth against the amount of such GST.

43 The Supplier shall at all times indemnify the Commonwealth, its officers, employees and agents ("**those indemnified**") from and against any:

- (a) liability incurred by the Commonwealth;
- (b) loss of or damage to property of the Commonwealth; or
- (c) loss or expense incurred by the Commonwealth in dealing with any claim against it (including legal costs and expenses on a solicitor and own client basis),

arising from:

- (a) a breach by the Supplier of this Contract; or
- (b) any act or omission involving fault on the part of the Supplier, its personnel or subcontractors in connection with this Contract.

44 The indemnity referred to in clauses 42 or 43 will survive the expiration or termination of this Contract.

## **Prices**

45 All prices set out in a Purchase Order are FIXED and are not subject to variation unless specified in the Purchase Order. Requests for variations other than that specified above are to be directed to the "Contact Officer" nominated on the Purchase Order prior to delivery.

## **Compliance with Commonwealth policies**

46 The Supplier shall, in its dealings with its employees, have due regard to Commonwealth policies on employment including equal employment opportunity, access and equity, affirmative action, occupational health and safety, and workplace diversity.

47 The Supplier undertakes to keep its staff informed of matters affecting them as employees within Parliament House, and to promote good staff communications and consultation and to protect the health, safety and welfare of the staff.

48 The Supplier's attention is drawn to the obligations of relevant employers under the *Equal Opportunity for Women in the Workplace Act 1999*. Enquiries for further information about the legislation should be directed to the Equal Opportunity for Women in the Workplace Agency ("**EOWA**") on (02) 9448 8500 or at [www.eowa.gov.au](http://www.eowa.gov.au).

49 The Supplier shall not enter into a subcontract under this Contract with a subcontractor named by the Director EOWA as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999*.

50 The Supplier shall comply with its obligations, if any, under the *Disability Discrimination Act 1992*. Information about the Commonwealth Disability Strategy can be obtained from the Commonwealth Department of Families, Community Services and Indigenous Affairs web site at [www.facsia.gov.au](http://www.facsia.gov.au).

### **Confidentiality**

51 The Supplier shall not, and shall take all reasonable steps to ensure that its officers, employees, agents and subcontractors do not, make public or disclose to any person other than the Commonwealth, information about the Contract or any of the Commonwealth's confidential information without the prior written approval of the Commonwealth.

### **Insurance**

52 Unless otherwise specified in the Purchase Order, the Supplier shall effect and maintain the following insurances:

- (a) public liability insurance in the amount of at least \$5 million for each claim;
- (b) product liability insurance (or the equivalent) in respect of the Supplies in the amount of at least \$5 million for each claim;
- (c) marine insurance (or the equivalent) sufficient to cover the Supplier's liability for the Supplies until property passes to the Commonwealth, including the transportation, any incidental storage and the delivery of the Supplies; and
- (d) worker's compensation as required by law.

53 In addition to the insurances required under clause 52, the Supplier shall also effect and maintain any other insurance policy specified in the Purchase Order.

54 On request, the Supplier shall provide evidence acceptable to the Commonwealth of the currency of the policies of insurance required under clause 52 or the Purchase Order. Clauses 52 and 53 shall continue in operation for so long as any obligations remain in connection with the Contract.



## **Security**

55 The Supplier shall adhere to any reasonable security procedures notified by the Commonwealth.

## **Access to records**

56 The Supplier shall grant, at all reasonable times, the Auditor-General (or his or her delegate) access to the Supplier's premises, records, accounts and other financial material or material relevant to the Contract however and wherever stored, in the custody or possession or control of the Supplier, its officers, employees, agents or subcontractors for inspection and copying if requested.

## **Termination**

### *For default*

57 Where a party fails to satisfy any of its obligations under this Contract, the other party, if it considers that the failure is:

- (a) not capable of remedy, may, by notice, terminate this Contract immediately; or
- (b) capable of remedy, may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Contract immediately by giving a second notice.

58 The Commonwealth may also, by notice terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Supplier:

- (a) being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001*, or an order has been made for the purpose of placing the corporation under external administration;
- (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors;
- (c) suffers a change in control or ownership which adversely affects the Supplier's ability to manufacture and deliver the Supplies; or
- (d) ceases, or threatens to cease, to carry on business.

59 Where the Commonwealth terminates the Contract under clause 57 or 58, the Commonwealth may cease payments under the Contract; recover from the Supplier all sums paid for undelivered Supplies; and purchase similar Supplies from alternative suppliers and claim by way of indemnity from the Supplier any loss it may incur in doing so.

*For convenience*

60 The Commonwealth may, at any time by written notice, terminate this Contract, in whole or in part. If this Contract is so terminated, the Commonwealth shall be liable only for payment for Supplies provided before the effective date of termination in accordance with this Contract. For the avoidance of doubt, the Commonwealth shall not be liable for loss of prospective profits.

**Variation**

61 Variations to the Contract are only effective if they are in writing and signed by both parties.

**Assignment**

62 The Supplier must not, without the consent in writing of the Commonwealth, assign the Supplier's rights under the Contract.

**Subcontracting**

*Consent required*

63 The Supplier must not, without the consent in writing of the Commonwealth, subcontract the whole or any part of the work of manufacture or provision of the Supplies. The Commonwealth may impose any terms and conditions it considers appropriate when providing such consent.

*Liability for subcontractors*

64 The Supplier will be liable to the Commonwealth for the acts and omissions of any subcontractor as if those were the acts or omissions of the Supplier.

**Applicable law**

65 The Contract will be governed by and construed in accordance with the laws in force in the Australian Capital Territory.

## Attachment B

Description	Amount Paid	Delivery Date
Mixed turf sod BF	927.08	31.12.2012
Rye/Blue grass sod	8,359.82	30.09.2012
Bulk funds	1,000.00	30.06.2012
Additional funds	648.00	15.06.2012
Additional Funds	166.30	09.02.2012
Penturf x 20m2	162.00	08.09.2011
Additional funds	43.00	30.06.2011
Washed Rye Sod	12,000.00	30.06.2011
WM 1753 additional funds	500.00	08.06.2011
WM1753 - Turf	8,000.00	08.06.2011
Additional Funds	350.00	15.04.2011
Additional funds	345.00	16.08.2010
Additional funds	8,254.55	09.08.2010
Fescue Sod	300.00	02.08.2010
Additional Funds	434.00	16.07.2010
20m Turf sod	300.00	13.07.2010
Additional funds	24.00	30.06.2010
Turf sod	1,200.00	14.05.2010
Fescue-Turf	340.00	24.07.2009
Fescue-Turf	340.00	23.07.2009
Freight	450.00	14.07.2009
Rye Turf	4,680.00	14.07.2009
Fescue/Blue Mix Turf	174.00	22.05.2009
Turf sod- Rye Grass 250 m	1,790.60	26.08.2008
Turf sod Rye grass	1,100.00	18.07.2008
Turf sod- Rye grass	1,100.00	11.07.2008
Freight charges	54.94	31.08.2007
Turf 135m2 Rye/Blue	707.06	31.08.2007
Bulk Funds 06/07	208.00	30.06.2007
Funds for turf	208.00	31.05.2007
Funds for freight	60.00	30.11.2006
30m of Canberra Blend tur	156.00	15.11.2006
Washed Rye Grass-970m	6,691.20	10.10.2006
220 sq metres-washed Pent	1,056.00	24.08.2006
Penturf Ryegrass	80.00	30.06.2006
Washed fescue & blue gras	72,450.00	30.06.2006
Canberra Blend turf as pe	67,750.00	30.06.2006
Laying charge for turf	140.00	30.05.2006
Penturf Ryegrass	720.00	17.05.2006
30mtrs of Penturf re inv#	150.00	30.03.2006
100square metres of Canbe	500.00	28.03.2006
270 square metres of turf	1,296.00	08.03.2006
Buffalo Grass 100m	510.00	07.02.2006
Laying of buffalo turf as	2,170.00	07.02.2006
Sir Walter Soft Leafed Bu	7,905.00	07.02.2006
380 square metres of Rye/	1,658.18	12.12.2005
Penturf - Gym Courtyard	1,050.00	30.11.2005
Penturf - Aussies Courtya	420.00	30.11.2005
Canberra Blend turf - Par	2,115.00	30.11.2005

Supply of 210 sq mtrs Pen	1,175.72	31.08.2004
Supply of 100 Sq mtrs Pen	611.00	31.08.2004
20 sq mtrs of Penturf re	86.00	28.11.2003
Turf - Rye Blue Mix 30mtr	129.00	10.10.2003
Turf - Rye Blue Mix 30mtr	129.00	07.10.2003
Pennturf Ryegrass on sand	172.00	22.08.2003
60 metres of Ryegrass tur	258.00	06.08.2003
Rye Turf on P Soil -quant	1,500.00	27.06.2003
Rye Turf on P Soil -quant	1,620.00	27.06.2003
tall fescue + blue grass	1,850.00	23.08.2002
Washed Tall Fescue/Kentuc	4,960.00	17.07.2002
Washed Tall Fescue/Kentuc	32,240.00	11.07.2002
Additional Bulk funds	74.00	28.06.2002
Bulk Funds 01/02	1,500.00	28.06.2002
Supply Tall Fescue/Kentuc	3,720.00	28.09.2001
Supply Tall Fescue/kentuc	8,680.00	28.09.2001
Supply rye/blue turf on P	12,300.00	31.08.2001
Additional Funds Supply o	472.44	29.06.2001
Additional Funds Supply o	600.00	29.06.2001
Bulk Funds 00/01 Supply o	1,940.36	29.06.2001
tall fescue/kentucky blue	590.00	09.11.1999
CANBERRA BLEND TURF	170.00	21.07.1999
Increase Bulk Funds 98/99	400.00	30.06.1999
Bulk funds supply tall fe	3,470.00	30.06.1999
Additional Funds to compl	140.00	30.06.1999
Increase Bulk Funds 98/99	1,900.00	30.06.1999

TELEPHONE (02) 6238 1200  
 FACSIMILE (02) 6238 1177



PO BOX 32  
 MILLPOST LANE  
 BUNGENDORE NSW 2621

CANTURF LAWNNS PTY LTD

Rec'd 31/5

<b>TO: DPS</b>	<b>FROM: Bevan Airey</b>
<b>ATTENTION: Mick Rice</b>	<b>PAGES (to follow): NIL</b>
<b>PHONE: 6277-5191</b>	<b>DATE: Tuesday May 24, 2005</b>
<b>FAX: 6277-5168</b>	<b>RE: Turf Quote for Parliament House.</b>

• **MESSAGE:**

0203 586933

Good Afternoon Mick,

Canturf is pleased to submit the following quote for the supply and laying of turf as outlined in Contract **DPS05034**.

- Area to be supplied, 14,500 square metres.
- The turf supplied to fill this contract would be our Canberra Blend, consisting of a mixture of 80% Fescues' (Anthems 2 and Millennium and Focus) and 20% Blue grasses (SR 2100 and Limousine).  
 This turf blend is the same as was supplied for the re-turfing project on the northwestern ramp of Parliament House in July 2002.  
 It is also from the same area as we are currently supplying your contractor re-instating the turf after the installation of the new security measures around Parliament House.
- The turf would be cut from our Fyshwick farm making the delivery time not more than 15 minutes from our paddock to your site.
- The turf will be cut immediately prior to delivery to ensure freshness of the grass.
- The laying team will aim at laying not less than 1600 meters per day.  
 Once the laying has commenced, the contractor will work continual 5-day weeks until the job is complete (delays in site preparation carried out by LSBU not with standing).
- Turf price           \$3.90 excluding GST per square metre.
- Laying               \$1.10 excluding GST per square metre.
- Delivery             Free
- **Total laid price \$5.00 excluding GST per square metre.**





This quote is valid to end of July 2005.

The Details for our sub-contractor who will be laying the turf on our behalf, are as follows:

**Jim Morrison, Complete landscape services.** 0418-697-541.

Should you have any further queries, or to arrange supply please do not hesitate to contact me on 6228-1991 or my direct mobile number is 0403-586-935.

Regards,



Bevan Airey  
Sales Manager.



**Rice, Mick (DPS)**

---

**From:** Rice, Mick (DPS)  
**Sent:** Wednesday, 18 May 2005 10:29 AM  
**To:** 'office@canturf.com.au'  
**Cc:** Joanknecht, Dwaine (DPS)  
**Subject:** Request for Quotation for the Supply and Laying of Turf at Parliament House Canberra

Dear Mr Airey

Please find attached a request for quotation for the above along with a plan of the area to be turfed. Please note that quotations close on Friday 3 June 2005.

regards

Mick Rice



jr13954.pdf (96 KB)



5034 RFQ Turf -  
canturf.doc (1...





DPS ref: 05/762

18 May 2005

Mr Bevan Airey  
Canturf Lawns Pty Ltd  
1177 Millpost Lane  
BUNGENDORE NSW 2621

Dear Mr Airey

**Contract DPS05034 – Supply and laying of turf**

1 You are invited to quote for the execution of the services described in the Statement of Requirement at Attachment C and in accordance with the Conditions attached.

2 Please enter the GST exclusive, fixed rate per square metre price and total price for the whole area to be turfed in the "Form of Offer" at Attachment A. Quotations must list all of the cultivars making up the Tall Fescue blend which you propose to supply, taking into account the blends currently in place as set out in paragraph 2 of Attachment C.

3 Quotations shall be sent to ensure receipt on or before close of business Friday 3 June 2005 by Pre-paid postage to the Assistant Director, Procurement, Department of Parliamentary Services, Parliament House, CANBERRA ACT 2600; or alternatively by facsimile to (02) 6277 5168.

4 The DPS contact officer for contractual matters is Mick Rice (02) 6277 5191. The DPS contact officer for technical matters is Dwaine Joanknecht (02) 6277 5616.

Yours sincerely

Michael.P.Rice  
Procurement Officer





**FORM OF OFFER**

**The Department of Parliamentary Services (DPS) is not bound to accept the lowest or any quotation.**

I/We offer to carry out the Works described in the Statement of Requirement at Attachment C in accordance with the Conditions at Attachment B for the GST exclusive fixed price of \$~~500~~ per m2 for a total price of \$22,500 for the estimated area of 1.45 hectares. I/We shall commence the Works within 21 days of acceptance of this offer by the issue of a purchase order.

I/We acknowledge the Conditions at Attachment B and accept that the Statement of Requirements at Attachment C provided by DPS will, on acceptance of this offer, form part of the conditions of contract with the Commonwealth.

In consideration of DPS's promise to consider this offer, I/We agree to hold the terms of this offer open for acceptance by DPS for thirty (30) days.


Name of Contractor Contractors Lewis Pty Ltd ABN: 63 105 195 542

My/our representative for the purpose of the contract is Beverly Airey

Ph 6228 1991

Mobile 0403 556 935

Facsimile 6228 1551

(Signed)  Contractor: <u>Contractors Lewis Pty Ltd</u> Address: <u>Box 32</u> <u>Mill Post Lane</u> <u>Brimleyvale 2621</u> Date: <u>23/05/05</u>	EVALUATED AND RECOMMENDED BY: (Signed) _____ DPS Project Officer: _____ Date: _____ APPROVED BY: (Signed) _____ Assistant Director, Landscape Services Date: _____ The proposal has been fully assessed and is confirmed as representing best value for money for the Commonwealth. Requisition no. _____ covers this requirement.
Location of site: Areas 15 & 16 NS (site map appears on attached PDF file).	
The date for completion shall be 29 July 2005.	



**CONDITIONS**

1 Quotations will only be received at the location specified on page 1 on or before COB on the quotation closing date specified.

2 These Conditions together with any attached specification or drawings provided by the Department of Parliamentary Services ABN 52 997 141 147 ("the Department" or DPS) form part of the offer (the "Contract"). The person or entity making the offer is for these purposes called the "Contractor". The "Works" include all of the work to be executed in accordance with the Contract and includes variations and all other work not specifically mentioned which is necessary to carry out the Works described in the Contract.

3 Definitions used in this contract are generally those found in Australian Building and Construction Definitions (published by Standards Australia).

4 The lump sum price quoted shall not include an amount on account of goods and services tax ("GST"). If any GST is payable by the Contractor in relation to this Contract, the Contractor may increase the price on account of GST, provided that the Contractor issues a GST tax invoice to the Department in respect of each payment of the price at or before the time that payment is due.

5 The Contractor bears the risk of executing the Works in accordance with the Contract. The Contractor must, at its own cost, comply with the provisions of all Acts, ordinances, regulations, by-laws, orders and rules and all requirements of any authority having jurisdiction over the Works.

6 Workmanship must be first class and materials must be new and suitable for their purpose. If the Department considers that any materials or work, whether fixed or not, are not satisfactory, it may direct removal or correction at the Contractor's expense.

7 The Department may add to, omit from or vary the Works. The value of such variation shall be mutually agreed between the Department and the Contractor prior to the variation being carried out or, failing agreement, the Department shall make a fair valuation of such variation, if such a variation delays completion, the Department shall allow a reasonable extension to the time for completion of the Works.

8 The Contractor shall have responsibility for the care and maintenance of the Works for the period of the Contract. The Contractor shall complete omitted work and rectify any defects promptly.

9 The Contractor shall be liable for and shall keep the Department indemnified against any liability, loss, claim or proceeding for personal injury to or death of any person and for injury, loss or damage to any property arising from the carrying out of the Works but this indemnity shall be reduced to the extent that the Department or its employees or agents has contributed to the injury, death, loss or damage.



10 The Contractor must also effect public liability insurance of \$10,000,000 (or for such larger amount as the Department may advise) and all appropriate insurances to cover workers' compensation or employers' liability whether under statute or at common law. The Contractor, on demand by the Department, shall provide evidence of the terms and currency of all insurances.

11 The Department may, by notice in writing to the Contractor, terminate the engagement of the Contractor if the Contractor fails to commence the Works as required by the Contract; or fails to achieve a rate of progress or performance satisfactory to the Department; or intimates in any way that it is unwilling or unable to complete the Works.

12 The Department may in its absolute discretion, by notice in writing to the Contractor, terminate the employment of the Contractor for its own convenience in which case the Department shall pay the Contractor the value of work done to the date of termination.

13 If the Department considers that the Contractor has failed to comply with any of the requirements of the Contract or that materials and workmanship are unsatisfactory or contain defects which are not being remedied by the Contractor, the Department may engage others to perform that part of the Works and the cost of so doing will be a debt due from the Contractor to the Department and may be deducted from the lump sum price or from any payment to be made to the Contractor.

14 The Department may from time to time instruct the Contractor to suspend the Works. The Contractor will comply with such instructions and will recommence the Works on or by the date specified by the Department. The Department will reimburse the Contractor the extra cost, if any, of completing the Works caused by the suspension unless the suspension is due to an act, default or omission of the Contractor. The Department will allow a reasonable extension to the time for completion as a result of a suspension.

15 The lump sum stated in the Form of Offer is a fixed lump sum per square metre which is not subject to adjustment for rise and fall.

16 By signing the Form of Offer the Contractor agrees that the Department may, by notice in writing, accept the Contractor's offer to carry out the Works in accordance with the Form of Offer, the Conditions and any specification or drawings attached to the Conditions and sent to the Contractor by the Department for the purposes of quotation. Any other terms or documents put forward by the Contractor shall be deemed not to form part of the Contractor's offer to the Department in relation to the Works.

17 The representative of the Contractor is authorised to act on behalf of the Contractor for all of the purposes of the Contract. The Contractor may with the Department's prior consent appoint another representative to act on its behalf in place of the former representative.

18 The Department shall notify the Contractor of its representative, who is authorised to act on behalf of the Department for all of the purposes of the Contract. The Department may appoint another representative in place of the former representative.





19 Any notice in writing by the Department shall, when posted in a prepaid letter addressed to the Contractor at its usual or last known address, be deemed to have been duly received at the time at which in the ordinary course of post it would have reached that address.

20 The Parliament House Site Book (QAF 031) shall form part of the contract. It is available from the department's website at [www.aph.gov.au/JHD/about/index.htm](http://www.aph.gov.au/JHD/about/index.htm) and provides contractors and suppliers with information about:

- (a) access within Parliament House;
- (b) permits and working procedures;
- (c) code of conduct; and
- (d) emergency evacuation procedures and incident notification and reporting.

21 The Contractor shall, in its dealings with its employees, have due regard to Commonwealth policies including workplace diversity, affirmative action and occupational health and safety (OHS), including the Department's OHS Policy.

- (a) The Contractor shall use best endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people. The Contractor shall not contract out of this obligation.
- (b) The Contractor shall comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999*. Information about the legislation can be obtained from the Equal Opportunity for Women in the Workplace Agency on (02) 94488500.
- (c) The Contractor shall not enter into a subcontract under this Contract with a subcontractor named by the Director of Affirmative Action as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999*.
- (d) The Contractor shall comply with its obligations, if any, under the *Disability Discrimination Act 1992*. Information about the Commonwealth Disability Strategy can be obtained from the Commonwealth Department of Family and Community Services web site at [www.facs.gov.au](http://www.facs.gov.au) or by phoning 1300 653 227.
- (e) The Contractor shall observe the Department's requirements and policies in relation to workplace harassment and acceptable behaviour.

22 Persons lodging a Quotation, acknowledge that they must, and accept the responsibility to have:

- (a) examined all of the premises of the Commonwealth where the work is to be undertaken in accordance with the statement of requirement and satisfied themselves as to the safety of those premises and of all equipment, matters and things present at them or of the steps required to ensure the health and safety of their personnel; and



- (b) sought and examined all further information necessary to ascertain the risks, contingencies and other circumstances related to the safety of their personnel in undertaking the work and their establishment of safe systems of work and the taking of all reasonable practicable steps to preserve the health and safety of their personnel.

23 Information provided below is solely for the assistance of contractors and does not absolve them in any way of their responsibility for making their own inquiries. It is no more than an opinion of the Commonwealth on matters where Contractors must come to their own opinion. Contractors are not to rely on this information.

24 Subject to the above, contractors' attention is drawn to hazards identified in the attached Hazard Identification Checklist (Pre-Quotation) at Attachment D. The Project Officer may require a safe work plan to be submitted with the Quotation indicating how all hazards relevant to the Works to be performed are to be identified and controlled. The safe work plan should be site specific and provide sufficient details to enable an informed assessment. Where appropriate, safe work method statements may be incorporated into the plan.

25 Neither the Commonwealth nor its respective agents and advisers shall in any way be liable to any person or body for any loss, damage, costs, or expense of any nature arising in any way out of or in connection way be liable to any person or body for any loss, damage, costs, or expenses of any nature arising in any way out of or in connection with the identification or non-identification of any hazard in or in relation to this Quotation.

26 The attention of contractors is drawn to the *Auditor-General Act 1997* (Cth), which provides the Auditor-General or an authorised person with a right to have, at all reasonable times, access to information, documents and records.

27 The Auditor-General or a delegate of the Auditor-General, for the purpose of performing the Auditor-General's statutory functions, may, at reasonable times and on giving reasonable notice to the Contractor:

- (a) require the provision by the Contractor, its employees, agents or subcontractors, of records and information which are directly related to the Contract;
- (b) have access to the premises of the Contractor for the purposes of inspecting and copying documentation and records, however stored, in the custody or under the control of the Contractor, its employees, agents or subcontractors which are directly related to the Contract; and
- (c) where relevant, inspect any Commonwealth assets held on the premises of the Contractor.

28 The Contractor shall ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in clause 28.

29 The rights of the Commonwealth under clause 28 apply for the term of the Contract and for a period of five years from the date of expiration or termination.



**Timetable**

8 The proposed timetable for this project is:

<u>Activity</u>	<u>Indicative timing</u>
Request for Quotation sent	18 May 2005
Quotations to be received by COB Thursday	3 June 2005
Quotation Evaluation Completed	7 June 2005
Successful & unsuccessful bidders notified	9 June 2005
Turf delivered to site	Between 4 July & 11 July 2005
All turf laid by	29 July 2005

9 The turf must be laid by the contractor to accord with best industry practice and to ensure that all joints are butted and without gaps. Quotations are to be accompanied by a delivery and laying schedule which clearly sets out:

- (a) the proposed transport arrangements and timing for the delivery of the turf to site;
- (b) the proposed turf laying schedule;
- (c) the proposed number of personnel to lay the turf; and
- (d) any specialised equipment to be used in the project.

**Monitoring of progress and acceptance of works**

10 Work-in-progress will be inspected by the LSBU and any shortcomings will be raised with the Contractor. The Contractor will rectify any defects/shortcomings prior to moving on to the next block.

11 The LSBU will inspect each corner block on its completion and before the Contractor commences work on the next block. The acceptance of this inspection will constitute the handing over for that area to the LSBU and all maintenance and care will then become the responsibility of the LSBU. The LSBU will advise the Contractor of the acceptance both verbally and in writing.

12 The LSBU will provide aftercare once the turf has been handed over.





**Statement of Requirement**

**Introduction**

1 The Department of Parliamentary Services (DPS) is the principal support agency for the operations of Parliament House in Canberra. DPS provides a range of services and facilities including gardening, landscaping and environmental management.

2 The Landscape Services Business Unit (LSBU) of DPS is responsible for the development and maintenance of the gardens, the general landscape, the provision of indoor plants, and the outdoor sporting facilities to a standard that complements Parliament House.

3 The existing turf at Parliament House is a mixture of Tall Fescue (80%) and Kentucky Blue Grass (20%).

4 The Tall Fescue component is made up of 3 cultivars of the following varieties:

- (a) Anthem 2;
- (b) Plantation Tall Fescue; and
- (c) SR 8600.

5 These cultivars are mixed evenly to make up the 80% by weight of the mix. Baron Bluegrass makes up the remaining 20% of the mix.

**The Requirement**

6 DPS requires a Contractor to supply and lay approximately 1.45 Hectares which must be:

- (a) a mixture of Tall Fescue (80%) made up of three quality cultivars and Kentucky Bluegrass (20%);
- (b) a close match to those described in 3 and 4 above;
- (c) of high quality with good density, uniformity and colour;
- (d) free of *Poa annua* and with minimal thatch; and
- (e) not be washed.

7 Prior to the laying of the turf by the Contractor, the LSBU will:

- (a) remove all sprinklers from the designated areas;
- (b) arrange the removal of the upper 30mm of the existing surface;
- (c) reinstate sprinklers and correct levels where necessary; and
- (d) apply "high P" fertilizer to the area at the rate of 40g.



13 Prospective bidders should note that the site has slopes of up to 1 in 4. A site inspection is therefore recommended.

**Quotation and evaluation**

14 Quotations are to set out as follows:

- (a) GST exclusive fixed price of per m<sup>2</sup> for supplying and laying the turf; and
- (b) total price for supplying and laying the total 1.45 hectares.

15 Quotations must clearly describe the make-up of the turf proposed to be supplied and particularly:

- (a) the three cultivars constituting the Tall Fescue; and
- (b) the Bluegrass variety.

16 Quotations will be evaluated against the following criteria:

- (a) closeness of the match between the turf proposed to be supplied and that which is currently in place in Parliament House as described in 2,3 and 4 above;
- (b) the proposed delivery and laying schedule; and
- (c) price.



**Attachment D**

**HAZARD IDENTIFICATION CHECKLIST (PRE-Quotation)**

(Clause 24 of the Conditions refers)

**Hazards Associated with the Works**

The purpose of this attachment is to notify contractors of hazards which may be associated with the Works. Please note the list is intended as a guide and is not to be considered exhaustive.

<b>Hazard</b>	<b>Y</b>	<b>N</b>
Access & Egress	Y	
Biological		N
Confined Spaces	N	
Dangerous Goods		N
Demolition Activity		N
Dust		N
Electricity		
Moving Equipment	Y	
Hazardous Substances		N
Hot Metal		N
Manual Handling	Y	
Moving Machinery	Y	
Noise		N
Overhead Hazards		N
Working at Height		N
Repetitive Stress	Y	
Other		
Other		

**Note:** Hazard Y or N identified by:





PARLIAMENT OF AUSTRALIA  
 PARLIAMENT HOUSE, CANBERRA

eg  
 11/05/05

LANDSCAPE SERVICES  
 NEW LAWN AREAS





PARLIAMENT OF AUSTRALIA  
 DEPARTMENT OF PARLIAMENTARY SERVICES  
 Parliament House, CANBERRA, ACT 2600  
 ABN 52 997 141 147

Canturf Lawns Pty Ltd  
 1177 Millpost Lane  
 BUNGENDORE 2621

Please deliver to:  
 Department of Parliamentary  
 Services  
 Loading Dock, Parliament House  
 CANBERRA ACT 2600

Invoice to:  
 FINANCIAL SERVICES  
 Department of Parliamentary Services  
 Parliament House  
 CANBERRA ACT 2600

Change to  
 Purchase order

Purchase Order No.  
**45103**

Page  
 1 of 1

Contact:  
 Mick Rice

Date of Order  
 22.06.2005

Phone No:  
 02 6277 5191

Fax No.:  
 02 6277 5166

Vendor No. 400080	Terms Payment:
----------------------	-------------------

Item	Description	Mat. No.	Del. Date	Order Qty.	Unit	Unit Price	Amount
0010	Canberra Blend turf as per spec & quote Please supply and lay turf as per RFQ DPS05034 and your quote dated 24/5/2005. Please contact Dwaine Joanknecht on 6277 5616 regarding DPS laying requirements.  *** Description changed ***		30.06.2005	14,500.00	M2	5.00	72,500.00

<b>CLAIMS FOR PAYMENT:</b> A TAX INVOICE MUST BE PROVIDED - IDENTIFYING GST AND QUOTING THE PURCHASE ORDER NUMBER. INVOICES NOT COMPLYING WILL BE RETURNED.	<b>GOODS AND SERVICES TAX (GST):</b> PRICES QUOTED ON THIS PURCHASE ORDER DO NOT INCLUDE AN AMOUNT ON ACCOUNT OF GST. IF ANY GST IS PAYABLE THE SUPPLIER MAY INCREASE THE PRICE ON ACCOUNT OF GST. PROVIDED THE SUPPLIER ISSUES A GST TAX INVOICE AT THE TIME THAT PAYMENT IS DUE. Unless otherwise specified, this Purchase Order is subject to the Department of Parliamentary Services' Standard Conditions of Purchase, available under <i>Doing Business with DPS</i> at <a href="http://www.aph.gov.au/OPS/index.htm">http://www.aph.gov.au/OPS/index.htm</a>
---	--

57



TELEPHONE (02) 6228 1991  
FACSIMILE (02) 6228 1551



PO BOX 32  
MILLPOST LANE  
BUNGENDORE NSW 2621

## CANTURF LAWNS PTY LTD

**TO: DPS**

**ATTENTION: Dwaine Joanknecht**

**PHONE: 6277-5616**

**FAX: 6277-5168**

**FROM: Bevan Airey**

**PAGES (to follow): NIL**

**Date: 22-05-06**

**RE: Turf Quote for Parliament House.**

• **Message**

Attention Dwaine,

Canturf is pleased to submit the following quote for the supply of turf as out lined in your Statement of Requirement dated 10<sup>th</sup> May 06.

- Area to be supplied, 12,000 square metres of washed Fescue and Blue grass blend.
- The turf supplied to fill this contract would be our Canberra Blend, consisting of a mixture of 85% Fescues' (Grande 1 and SR 8600) and 15% Blue grass (Arcadia).  
This turf blend is the similar to the blend we supplied to re-turf the Senate and members entrances last year, the difference being that these cultivars have the tendency to fill via rhizomatous action (as claimed by the plant breeders) making it more able to handle high traffic and self repair whilst presenting a dark green colour.
- The turf would be cut from "Nats Farm" in Fyshwick then washed at our Bungendore farm and delivered direct to your site as required by your laying team.
- The turf will be cut immediately prior to washing to ensure freshness of the grass.
- **Total price for washed turf delivered to your site \$6.90 per square metre excluding GST. ← 1.15hd**

Canturf will replace any turf that is not of standard upon delivery, as agreed on by our representative and ourself **at the time of delivery.**

To better facilitate a schedule for our washing teams we would require 24 hours notice to provide a minimum delivery of 200 m<sup>2</sup>, up to a maximum that we would be able to deliver in one day of 1000 m<sup>2</sup>.

This quote is valid to end of August 2006.

Should you have any further queries, or to arrange supply please do not hesitate to contact me on 6228-1991 or my direct mobile number is 0403-586-935.

Best regards

A handwritten signature in black ink, appearing to read 'Bevan Airey', written over a series of horizontal lines.

*Bevan Airey  
Project*

*22/05/06*

Bevan Airey  
For Canturf Lawns.



PARLIAMENT OF AUSTRALIA  
 DEPARTMENT OF PARLIAMENTARY SERVICES  
 Parliament House, CANBERRA, ACT 2600  
 ABN 52 997 141 147

All Deliveries must be to:  
 Department of Parliamentary Service,  
 Loading Dock Parliament House  
 via Brisbane Ave  
 Canberra 2600 ACT

## Purchase order

<b>Purchase Order No.</b> 49607	<b>Page</b> 1 of 1
<b>Contact</b> Paul Shells	<b>Date Of Order</b> 20.06.2006
<b>Phone No:</b> 02 6277 8819	<b>Fax No.:</b> 02 6277 8800
<b>Email:</b> Paul.shells@aph.gov.au	

Canturf Lawns Pty Ltd  
 PO Box 32  
 BUNGENDORE NSW 2621

**Invoice to:**  
 FINANCIAL SERVICES  
 Department of Parliamentary Services  
 Parliament House  
 PO Box 6000  
 Canberra ACT 2600

**Vendor No:** 400080  
**Terms**  
**Payment:** Payable 28 days from document date

Item	Description	Vendor P/N	Mat. No.	Del. Date	Order Qty	Unit	Unit Price	Amount
10	Washed fescue & blue grass blend turf			30.06.2006	10,600.00	M2	6.90	72,450.00

**Special Instructions:**

ATTN: BEVAN AIREY

REFER YOUR QUOTE OF THE 22/06/06

<b>Sub-total</b>	72,450.00
<b>Freight</b>	0.00
<b>GST</b>	7,245.00
<b>TOTAL</b>	79,695.00

**CLAIMS FOR PAYMENT:**

A TAX INVOICE MUST BE PROVIDED - QUOTING THE PURCHASE ORDER NUMBER. INVOICES NOT COMPLYING WILL BE RETURNED TO THE SUPPLIER.

Unless otherwise specified, the Purchase Order is subject to the Department of Parliamentary Services' Standard Conditions of Purchase, available in Tendering and Purchasing at <http://aph.gov.au/DPS/index.htm>

NO. 997 P. 1

PARLIAMENT HOUSE

20. JUN. 2006 15:51

15518779

