

From: s47E(d)
To: DCO Contracts
Subject: RE: Quotation for MC Support to ADF Transition Member and Family Seminars until June 2020 ~~[SEC-UNCLASSIFIED]~~
Date: Friday, 14 February 2020 11:36:54 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[image003.jpg](#)
[image004.jpg](#)
[image005.jpg](#)
[image006.jpg](#)

~~UNCLASSIFIED~~

Thanks s47E

Only other thing is this to be signed by s47E(d) or s47E(d) s47E(d) is currently on ARP in s47E(d) role s47E(d) should be focusing on Human Security Framework.

s47E(d)

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From: s47E(d) **On Behalf Of** DCO Contracts
Sent: Friday, 14 February 2020 10:44 AM
To: s47E(d)
Subject: RE: Quotation for MC Support to ADF Transition Member and Family Seminars until June 2020
~~[SEC-UNCLASSIFIED]~~
~~UNCLASSIFIED~~

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From: s47E(d)
Sent: Friday, 14 February 2020 9:46 AM
To: DCO Contracts <dco.contracts@defence.gov.au>
Subject: RE: Quotation for MC Support to ADF Transition Member and Family Seminars until June 2020
~~[SEC-UNCLASSIFIED]~~
~~UNCLASSIFIED~~

Hello s47E(d)

Please see yellow highlights for action. Please complete and resend for review.

Regards

s47E(d)

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From: s47E(d) **On Behalf Of** DCO Contracts
Sent: Friday, 14 February 2020 9:28 AM
To: s47E(d)
Subject: RE: Quotation for MC Support to ADF Transition Member and Family Seminars until June 2020
~~[SEC-UNCLASSIFIED]~~
~~UNCLASSIFIED~~

Hi

SES approval for your review. If you are happy with it I will get s47E to sign then submit to the DG

Regards

s47E

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From: s47E(d)
Sent: Thursday, 13 February 2020 2:11 PM
To: DCO Contracts <dco.contracts@defence.gov.au>
Cc: s47E(d)

Subject: FW: Quotation for MC Support to ADF Transition Member and Family Seminars until June 2020

~~[SEC-UNCLASSIFIED]~~

~~UNCLASSIFIED~~

Hello s47E

Can you please action purchase order creation as soon as possible and include signed SES approval as attachment to the AE643 please.

Regards

s47E(d)

Assistant Director Business Management
Defence Community Organisation
Department of Defence
L1-104 | 8 Thesiger Court | Deakin | PO Box 7921 | Canberra BC | ACT 2610

P: s47E(d) | F: s47E(d) | M: s22

Defence Family Helpline 1800 624 608

Defence family members seeking advice, support or connection with their local community can call the all-hours Defence Family Helpline on 1800 624 608

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From: s47E(d)

Sent: Thursday, 13 February 2020 11:26 AM

To: DPG-PC-DCO-Business Management <dpgpcdco.businessmanagement@defence.gov.au>

Cc: s47E(d)

Subject: FW: Quotation for MC Support to ADF Transition Member and Family Seminars until June 2020

~~[SEC-UNCLASSIFIED]~~

~~UNCLASSIFIED~~

Hi Team,

As per previous approval to request a quote for MC Services for the ADF Member and Family Transition Seminar from KPMG for the first half of 2020 scheduled dates, please find that quote following.

Could I please request you to raise a purchase order for these services so I can proceed in locking in the service delivery dates as soon as possible?

Kind regards,

s47E(d)

Assistant Director
ADF Transition
Defence Community Organisation
Defence People Group
Department of Defence
8 Thesiger Court | Deakin | ACT 2610

F: s47E(d) | M: s22

10113 DFM WIDA finalist



IMPORTANT: This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.

From: s47F

Sent: Wednesday, 12 February 2020 5:51 PM

To: s47E(d)

Cc: s47E(d) s47F

Subject: Quotation for MC Support to ADF Transition Member and Family Seminars until June 2020

Hi s47E,

Please find below our quote for a Master of Ceremonies (MC) to support the ADF Member and Family Transition Seminars from March to June 2020.

We propose that s47F provide MC support to these seminars, given his wealth of experience as an event master of ceremonies and his enjoyment of the role. s47F is a regular keynote speaker, consultant and facilitator and has a deep

background in leadership, high performance sport, resilience and wellbeing. s47F has received very positive feedback from both participants and DCO colleagues and would be delighted to continue to support these events whenever possible. The model of linking s47F in closely with the DCO team in the lead up to and delivery of each Seminar has been very effective and we anticipate continuing this model. At this stage s47F has availability for all anticipated events. As per previous arrangements, should s47F become unavailable due to unforeseen circumstances, we will provide you with a CV of a suitable alternative for your consideration to provide continuity of support. We would anticipate this be a member of our team who has provided such support previously.

Team member and costs provided below with travel expenses estimate (non-SES level Defence travel rates subject to travel budget calculators and best flight of the day – subject to any time restrictions).

We propose the deliverable be described as:

1. Master of Ceremonies at nine (9) ADF Member and Family Transition Seminars between March and June 2020. Support to be provided at the following locations and dates (as per the ADF Member and Family Transition Seminar schedule):

Seminar	Date
Townsville	04/03/2020
Canberra	11/03/2020
Darwin	18/03/2020
Brisbane	24/03/2020
Melbourne	22/04/2020
Perth	06/05/2020
Sydney	18/05/2020
Canberra	27/05/2020
Adelaide	17/06/2020

Team Member	Panel Level	Day Rate - DSS Panel Strategic Business Advice (Long Term Pricing) (GST inc)	Days Effort	Total Cost (GST inc)
s47G				
s47G				
TOTAL	-	-	-	\$66,267.50

*Please note travel will be authorised by you via a Defence Travel Budget Calculator in advance, and invoiced at non-SES rates.

^Days calculated based on 2.5 days per seminar events and 3 days for Townsville, Darwin and Perth.

Melbourne calculated at 2 days noting proximity to Adelaide.

Adelaide calculated at 1.5 days noting this is s47F home location.

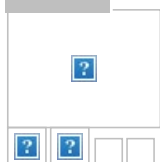
Your confirmation of the schedule and acceptance of this quote would be greatly appreciated.

Please don't hesitate to get in touch if you require any further information or clarification.

Warm regards

s47F

Director
Management Consulting
KPMG
Tower Two
Collins Square
727 Collins Street
Melbourne VIC 3008 Australia
Tel s47F
Mob s47F
s47F



The information in this e-mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorised. If you have received this communication in error, please notify us immediately by return e-mail with the subject

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From: s47E(d)
To: [DCO Contracts](#)
Cc: s47E(d)
Subject: FW: Message from KM_C308 [SEC=UNCLASSIFIED]
Date: Thursday, 20 February 2020 4:40:27 PM
Attachments: [Saca74107.d20022016370.pdf](#)
[image001.jpg](#)

~~UNCLASSIFIED~~

Hi s47E

Please find attached the signed contract for the Seminar MC for KPMG.

Thanks for setting this up for us.

Kind regards,

s47E(d)

Assistant Director
ADF Transition
Defence Community Organisation
Defence People Group
Department of Defence

8 Thesiger Court | Deakin | ACT 2610

F: s47E(d) | M: s22

10113 DFM WIDA finalist



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From: s47E(d)
Sent: Thursday, 20 February 2020 4:38 PM
To: s47E(d)
Subject: Message from s47E(d)

ATTACHMENT D

INDICATIVE OFFICIAL ORDER

The Official Order, once executed by the Commonwealth and delivered in accordance with the Defence Support Services Panel (SON3485107), will constitute acceptance by the Commonwealth of the Panel Member's offer to supply the Services specified in this Official Order, in accordance with the DSS Panel Deed.

Contract Number:	20-T0202
Purchase Order Number:	TBA
Contract Start Date:	04 March 2020
Contract End Date:	30 June 2020
Contract Extension Options:	NIL
Contract Representative:	KPMG Australia [ABN 51 194 660 183] Level 2 20 Brindabella Circuit Brindabella Business Park Canberra Airport ACT 2609 T: 02 6248 1264 F: 02 6248 1122
Authorised Officer:	Defence Community Organisation; s47E(d) Assistant Director ADF Transition 8 Thesiger Court Deakin ACT 2600 P: s47E(d) E: s47E(d)

1. INTRODUCTION

- 1.1 The Government has made a significant investment in improving transition support and future employment assistance programs for current and former serving ADF members and their families. In July 2017, as part of the Transition Transformation Program, Defence implemented a new ADF Transition business model which enhances the transition process by delivering, in addition to administrative elements, referrals to appropriate support, and individualised career coaching and mentoring services to ADF members and their families. This provides a more tailored approach focused on coaching individuals through the transition process and assists, when appropriate, in preparing ADF members to seek and obtain meaningful employment.

The ADF Member and Family Transition seminar enables members and families to receive information relevant to their transition circumstances, engage early with ADF Transition Coaches and have increased access to transition stakeholders relevant to their circumstances. The engagement of professional MCs is to run the

ATTACHMENT D

stages allowing the ADF Transition staff to focus on being dedicated presenters in the program and a stallholder at the event.

2. STATEMENT OF WORK

- 2.1 The Panel Member shall provide professional Master of Ceremonies to undertake the duties at up to nine of our one-day ADF Member and Family Transition seminars this financial year. Locations could include Townsville, Canberra, Darwin, Brisbane, Melbourne, Perth, Sydney and Adelaide. This will include travel, pre-work by the consultant to contact all presenters prior to the seminars and feedback in the post event debrief/ lessons learnt session.

3. DELIVERABLES

- 3.1 Provide the services of Master of Ceremonies on behalf of ADF Transition at the ADF Member and Family Transition seminars being held in March through to June 2020. The requirement is for one person.

The seminars are a one day event and the delivery of this model, including the experience for ADF members and their families is to be consistent across the national program.

4. KEY PERSON

- 4.1 The Key Persons identified for the performance of the Contract are:

Name	Task Title/ Duties	Skill Set	Level
s47F	Master of Ceremonies	Master of Ceremonies	Level 4

- 4.2 Before commencing work under this contract, the Key Persons are required to possess a personnel security clearance at Baseline level. The Key Persons are required to maintain this personnel security clearance for the term of the contract and shall comply with the requirements and procedures of Part 2:20 of the Defence Security Manual, as amended from time to time.

5. BASIS OF PAYMENT

Subject to clause 5 of the Conditions of Deed, the Contract Price shall be payable progressively, monthly in arrears. The progressive payments shall be calculated as a factor of the Labour Rates defined in the following table, the allowable days expended on the task and any reimbursable expenses as defined in clause 7 in this Official Order:

Level	Estimated Allowable Days	Daily Rates (GST Inclusive)
Master of Ceremonies	s47G	s47G

- 5.1 A work day comprises 8 hours. Of this 8 hour work day, 30 minutes are to be taken as a lunch break. This 30 minute lunch break is not billable to the Commonwealth. The Commonwealth must only be charged for the 7.5 hours worked.

Defence Support Services Panel

ATTACHMENT D

- 5.3 Notwithstanding clause 5.1 above, and subject to clause 8.3 of the Conditions of Deed, the Panel Member shall provide the Services for a Contract Price which shall not exceed \$80,000.00 (inclusive of GST).

6. REIMBURSABLE EXPENSES

- 6.1 Any travel requirements to complete this activity are to be agreed in advance with Defence during the course of this engagement and reimbursement to KPMG of travel cost at non-SES travel rates will be sort.

Position	Costing calculation	Total Cost (GST inc) allowable
Master of Ceremonies	Budget Travel Cost Estimator	s47G

EXECUTION

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

s22

ALTH OF AUSTRALIA:

s47E(d)

(print name and position)

(date)

AD ADF Transition 20.02.2020

In the presence of:

s22

s47E(d)

(print name)

(date)

AD TRANSITION 20.02.2020

From: s47F
To: s47E(d); [DCO Contracts](#)
Cc: s47E(d); s47F
Subject: RE: Quotation for MC Support to ADF Transition ESO conference series until June 2020 [SEC-UNCLASSIFIED]
Date: Friday, 21 February 2020 6:42:19 PM

Thanks very much s47E

s47F

From: s47E(d)
Sent: Friday, 21 February 2020 6:25 PM
To: s47F; DCO Contracts
Cc: s47E(d); s47F
Subject: RE: Quotation for MC Support to ADF Transition ESO conference series until June 2020 [SEC-UNCLASSIFIED]
~~UNCLASSIFIED~~

Hi s47F

Yes. I accept the quote per below.

s47E – Refers my email of 14 Feb regarding this quote. Please liaise with s47F as required on my behalf.

Thanks,

s47E

s47E(d)

Assistant Director | ADF Transition Strategy & Governance
Defence Community Organisation | Defence People Group
M s22

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From: s47F
Sent: Friday, 21 February 2020 3:21 PM
To: s47E(d)
Cc: s47E(d); s47F
Subject: RE: Quotation for MC Support to ADF Transition ESO conference series until June 2020 [SEC-UNCLASSIFIED]
Dear s47E(d)

Could I please confirm your acceptance of this quote for s47F support to the conference series?
Thanks and have a good weekend

s47F

From: s47E(d)
Sent: Friday, 14 February 2020 6:48 PM
To: s47G
Cc: s47E(d); s47G
Subject: RE: Quotation for MC Support to ADF Transition ESO conference series until June 2020 [SEC-UNCLASSIFIED]
~~UNCLASSIFIED~~

Thanks s47G

s47E(d)

Assistant Director | ADF Transition Strategy & Governance
Defence Community Organisation | Defence People Group
M s22

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From: s47F
Sent: Friday, 14 February 2020 3:38 PM
To: s47E(d)
Cc: s47E(d); s47F
Subject: Re: Quotation for MC Support to ADF Transition ESO conference series until June 2020 [SEC-UNCLASSIFIED]

Hi Ange

I can confirm s47F availability for those updated dates.

Have a good weekend

s47F

On 13 Feb 2020, at 11:46, s47E(d) wrote:

~~UNCLASSIFIED~~

Hi s47F

Thanks for this quote. The dates have changed slightly since our initial discussion.

The confirmed dates are now as follows:

Conference	Date
Townsville	03/03/2020
Darwin	17/03/2020
Brisbane	25/03/2020
Melbourne	21/04/2020
Perth	05/05/2020
Sydney	19/05/2020
Canberra	26/05/2020
Adelaide	16/06/2020

Can you please advise regarding any change to quote and/or availability to support based on these changes?

Thanks,

s47E

s47E(d)

Assistant Director | ADF Transition Strategy & Governance
Defence Community Organisation | Defence People Group

s22

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From: s47F

Sent: Wednesday, 12 February 2020 2:52 PM

To: s47E(d)

Cc: s47E(d)

s47F

Subject: Quotation for MC Support to ADF Transition ESO conference series until June 2020

Hi Ange,

Please find below our quote for a Master of Ceremonies (MC) to support the ADF Transition ESO Conference series from March to June 2020.

We propose that s47F provide MC support to these conferences, given his wealth of experience as an event master of ceremonies and his enjoyment of the role. s47F is a regular keynote speaker, consultant and facilitator and has a deep background in leadership, high performance sport, resilience and wellbeing. s47F has received very positive feedback from both participants and DCO colleagues and would be delighted to continue to support these events whenever possible. The model of linking s47F in closely with the DCO team in the lead up to and delivery of each Seminar has been very effective and we anticipate continuing this model. At this stage s47F has availability for all anticipated events. As per previous arrangements, should s47F become unavailable due to unforeseen circumstances, we will provide you with a CV of a suitable alternative for your consideration to provide continuity of support. We would anticipate this be a member of our team who has provided such support previously.

Team member and costs provided below with travel expenses estimate (non-SES level Defence travel rates subject to travel budget calculators and best flight of the day – subject to any time restrictions).

We propose the deliverable be described as:

1. Master of Ceremonies at eight (8) ADF Transition ESO Conferences between March and June 2020. Support to be provided at the following locations and dates (as per the Transition Conference schedule):

Conference	Date
Townsville	03/03/2020
Canberra	10/03/2020
Darwin	17/03/2020
Brisbane	23/03/2020
Melbourne	21/04/2020
Perth	05/05/2020
Sydney	19/05/2020
Canberra	No event
Adelaide	16/06/2020

Day Rate - DSS Panel Strategic Business

Team Member	Panel Level	Advice (Long Term Pricing) (GST inc)	Days Effort	Total Cost (GST inc)
s47G				
s47G			-	-
TOTAL	-	-	-	s47G

^Days calculated based on 1 day per conference event.

Your confirmation of the schedule and acceptance of this quote would be greatly appreciated.

Please don't hesitate to get in touch if you require any further information or clarification.

Warm regards

s47F

Director
Management Consulting
KPMG
Tower Two
Collins Square
727 Collins Street
Melbourne VIC 3008 Australia
Tel s47F
Mob s47F
s47F

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From: s47E(d)
To: s47E(d)
Cc: [DCO Contracts](#)
Subject: RE: Request for Quote for MC Services ~~[SEC-UNCLASSIFIED]~~
Date: Thursday, 19 December 2019 3:11:53 PM
Attachments: [image001.jpg](#)

~~UNCLASSIFIED~~

Thanks s47E(d) I have approached KMPG for a quote and will send through tot the contracts group mailbox once I have received.

Kind regards,

s47E(d)

A/g Director

ADF Transition

Defence Community Organisation

Defence People Group

Department of Defence

8 Thesiger Court | Deakin | ACT 2610

P: s47E(d) | F: s47E(d) | M: s22

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From: s47E(d)
Sent: Thursday, 19 December 2019 9:29 AM
To: s47E(d)
Cc: DCO Contracts
Subject: FW: Request for Quote for MC Services ~~[SEC-UNCLASSIFIED]~~

~~UNCLASSIFIED~~

Hello s47E

s47E has provided an estimation based on actual contract delivery to date for MC services.

Using these costs as an indicator I believe total contract value will be less than \$80 which will allow you to approach KPMG direct as low value.

Please obtain a quote for services from KPMG and provide to the DCO Contracts mailbox for action dco.contracts@defence.gov.au

s47E(d), Executive Officer ADF Transition will be your POC for this procurement.

Regards

s47E(d)

s47E(d)

Assistant Director Business Management

Defence Community Organisation

Department of Defence

L1-104 | 8 Thesiger Court | Deakin | PO Box 7921 | Canberra BC | ACT 2610

P: s47E(d) | F: s47E(d) M: s22

Defence Family Helpline 1800 624 608

Defence family members seeking advice, support or connection with their local community can call the all-hours Defence Family Helpline on 1800 624 608

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From: s47E(d)

Sent: Thursday, 19 December 2019 8:53 AM

To: s47E(d)

Subject: RE: Request for Quote for MC Services [SEC-UNCLASSIFIED]

~~UNCLASSIFIED~~

Hi

Based on the rates currently being paid for s47F and assuming that the rates provided in May 2019 have not changed.

Team Member	Panel Level	Day Rate (Long Term Pricing) (GST inc)	Days Effort	Total Cost (GST inc)
s47G				
s47G				
				s47G

*I used s47G to allow for travel time to and from seminars.

Reviewing the invoice payments for the year shows that for travel to 11 seminars and attendance at 8 seminars (Townsville, Melbourne, Darwin, Perth, Brisbane, Adelaide, Sydney and Canberra) between 10/8/2019 and 15/11/2019 the cost was s47G ex GST. I would expect the current proposed series to come in under s47G

Regards

s47E

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From: s47E(d)

Sent: Thursday, 19 December 2019 8:09 AM

To: s47E(d)

Subject: FW: Request for Quote for MC Services [SEC-UNCLASSIFIED]

~~UNCLASSIFIED~~

Hello s47E

Can you please provide an estimated total contract value for the requirement below.

KPMG have provided MC services in 2019-20.

Regards

s47E(d)

IMPORTANT: This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.

From: s47E(d)
Sent: Wednesday, 18 December 2019 5:06 PM
To: s47E(d)
Subject: Request for Quote for MC Services [SEC-UNCLASSIFIED]
~~UNCLASSIFIED~~

Hi s47E(d)

I am seeking your approval to approach KPMG to provide a quote to deliver MC services to the Transition Seminars scheduled to be held in the capital cities for the first 6 months of 2020. The purpose to do this is to provide additional guidance to the Transition coaches as they prepare to take over the main stage MC Functions in the larger centres in the second half of 2020. The dates I am proposing are as follows:

Townsville 4 March
Canberra 11 March
Darwin 18 March
Brisbane 22 March
Melbourne 22 April
Perth 6 May
Sydney 18 May
Canberra 27 May
Adelaide 17 June

Look forward to your response Wen.

Kind regards,

s47E(d)

A/g Director
ADF Transition
Defence Community Organisation
Defence People Group
Department of Defence

8 Thesiger Court | Deakin | ACT 2610

P: s47E(d) | F: s47E(d) | M: s22

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From: s47E(d)
To: [DCO Contracts](#)
Cc: [DPG-PC-DCO-Business Management](#)
Subject: Section 23 - Seminar MC [SEC=UNCLASSIFIED]
Date: Monday, 17 February 2020 2:33:55 PM
Attachments: [image001.jpg](#)
[Section 23 Seminar MC.pdf](#)

~~UNCLASSIFIED~~

Hi s47E

Please find attached signed section 23 in preparation for s47E(d) sign off.

Thanks

Kind regards,

s47E(d)

Assistant Director

ADF Transition

Defence Community Organisation

Defence People Group

Department of Defence

8 Thesiger Court | Deakin | ACT 2610

F: s47E(d) | M: s22

10113 DFM WIDA finalist



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From: s47E(d) on behalf of [DCO Contracts](#)
To: s47G
Subject: Master of Ceremonies - Purchase order Number [SEC-UNCLASSIFIED]
Date: Friday, 28 February 2020 8:34:00 AM

~~UNCLASSIFIED~~

Good morning s47F

The purchase order for the Master of Ceremonies is 4501093131

All invoice remittances to be sent to invoices@defence.gov.au for payment **ONLY**, not the contract manager nor the timesheet approver.

IMPORTANT INFORMATION FOR YOUR RECORDS:

To be considered a correctly rendered tax invoice for prompt payment under Australian government guidelines (as per the Australian Taxation Office web site), the tax invoice must clearly display the following information:

1. Purchase Order Number
2. Totals, inclusive and exclusive of GST

Addressed to the Contract Manager at Defence Community Organisation, Department of Defence, 8 Thesiger Court, Deakin, ACT, 2600.

Regards

s47E(d)

Executive Officer – ADF Transition Budgets/Finance/Contracts
Defence Community Organisation
Department of Defence

L1-104 | 8 Thesiger Court | Deakin | PO Box 7921 | Canberra BC | ACT 2610

P: s47E(d) | **F:** s22

Defence Family Helpline 1800 624 608

Defence family members seeking advice, support or connection with their local community can call the all-hours Defence Family Helpline on 1800 624 608

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Form SP020: General Conditions of Contract for the Supply of Goods and Repair Services

1. Supplies: The Supplier agrees to provide the Supplies to the Commonwealth and the Commonwealth agrees to purchase the Supplies in accordance with the terms of the Contract.

2. Contract Documents: Subject to clause 3, the Contract between the Commonwealth and the Supplier comprises the:

- Special Conditions;
- Purchase Order (other than the Special Conditions); and
- General Conditions of Contract.

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

3. Existing Contracts and Standing Offers: Subject to the terms of the Purchase Order and any Special Conditions, if the Purchase Order is issued under the terms of an existing contract or a standing offer, the terms of that existing contract or standing offer will apply and these General Conditions of Contract (other than this clause 3) will have no effect.

4. Provision of Supplies: The Supplier must provide the Supplies and, if applicable, return the Repairable Item, to the Commonwealth at the Delivery Location on or before the relevant Delivery Date and in accordance with any special instructions for the delivery of the Supplies 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 Supplies or return the Repairable Item, by the relevant Delivery Date and advise the Commonwealth as to when it will be able to do so.

5. Repair Services: The Supplier must provide the Repair Services to the satisfaction of the Contract Officer and in accordance with any requirements specified in the Purchase Order.

6. Repairable Item: The Supplier acknowledges that the Repairable Item at all times remains the property of the Commonwealth. The Supplier must keep the Repairable Item safe and secure and not use the Repairable Item for any purpose other than for the purpose of providing the Repair Services. The Supplier must not part with possession or control of the Repairable Item except where specified in the Purchase Order or otherwise agreed by the Commonwealth. The Supplier must not create or allow to be created any lien, charge, mortgage or encumbrance over the Repairable Item.

7. Acceptance: The Commonwealth may accept or reject the relevant Supplies within 14 days after delivery of the Supplies to the Delivery Location. 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 Supplies on the expiry of the 14 day period.

The Commonwealth may reject the Supplies where the Supplies do not comply with the requirements of the Contract including any acceptance tests specified in the Special Conditions. If the Commonwealth rejects the Supplies the Commonwealth may:

- require the Supplier to provide, at the Supplier's cost, replacement Supplies which comply with the requirements of the Contract within a period determined by the Commonwealth; or
- terminate the Contract in accordance with clause 15.

In either case and at the Commonwealth's request, the Supplier must promptly remove any relevant Goods and, if clause 7a applies, the Repairable Item (if any), from the Commonwealth's premises at its cost.

8. Title and Risk: Title to the Goods transfers to the Commonwealth upon their acceptance by the Commonwealth in accordance with clause 7. The risk of any loss or damage to the Goods remains with the Supplier until their delivery to the Commonwealth at the Delivery Location. The Supplier bears the risk of any loss or damage to a Repairable Item from the date upon which the Repairable Item is delivered to the Supplier until delivery of the Repairable Item to the Commonwealth at the Delivery Location.

9. Payment: The Commonwealth must pay the Contract Price to the Supplier within the following period (as applicable) after receiving a correctly rendered invoice in accordance with clause 10:

- 20 days, if the Contract Price is less than or equal to A\$1 million; or
- 30 days, if the Contract Price is greater than A\$1 million.

Subject to compliance with clause 10, the Commonwealth is deemed to have received a correctly rendered invoice at the following times:

- at the time of delivery of the Supplies where the invoice is supplied:
 - prior to delivery of the Supplies; or
 - at the time of delivery of the Supplies; or

- at the time of actual receipt of the invoice, where the invoice is provided by the Supplier after delivery of the Supplies.

If the Commonwealth fails to pay a correctly rendered invoice within 20 days after the date of receipt and the Contract Price is less than or equal to A\$1 million, the Commonwealth must pay interest on the unpaid amount at the General Interest Charge Rate calculated in respect of each day that the payment was late.

The Commonwealth must pay interest whether or not the Supplier has submitted a separate invoice for the interest amount. Interest will only be payable in accordance with this clause 9 if the interest amount exceeds A\$100.

10. Invoice: The Supplier must submit a correctly rendered invoice to the Commonwealth. An invoice is correctly rendered if:

- it is correctly addressed and calculated in accordance with the Contract;
- the Commonwealth has not rejected the Supplies under clause 7;
- it is for an amount which does not exceed the Contract Price;
- it includes the Purchase Order number, and the name and phone number of the Contract Officer; and
- it is a valid tax invoice in accordance with the GST Act.

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 or payment of the Contract Price by the Commonwealth.

11. Price Basis: The Contract Price is firm and is inclusive of GST and all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas. The Contract Price includes the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges.

12. Warranty: The Supplier warrants that:

- the Goods are new, free from deficiencies in design, manufacture and workmanship and are fit for the purposes for which goods of a similar nature to the Goods are commonly supplied and for any other purposes notified by the Commonwealth to the Supplier; and
- in providing the Repair Services, it will use workmanship of a standard consistent with best industry standards for work of a similar nature to the provision of the Repair Services and which is fit for its intended purpose.

13. Intellectual Property: The Supplier warrants that it has all Intellectual Property (IP) rights and moral rights necessary to provide the Supplies to the Commonwealth and licences those rights to the Commonwealth to allow the Commonwealth to have the full benefit of the Supplies. The Supplier also warrants that the provision of the Supplies in accordance with the Contract will not infringe any third party's IP or moral rights.

14. Defects: Notwithstanding acceptance of the Supplies by the Commonwealth in accordance with clause 7, the Supplier must remedy at its cost any defects in the Supplies notified by the Commonwealth to the Supplier at any time within the period of 90 days or the Supplier's or manufacturer's standard warranty period (whichever is the longer) following acceptance of the Supplies by the Commonwealth. The Supplier will be responsible for any costs of removing the Goods and, if applicable, the Repairable Item and delivering repaired or replacement Supplies or the Repairable Item to the Commonwealth together with any associated or incidental costs. If the Supplier does not remedy the defect, the Commonwealth may remedy the defect and the costs incurred by the Commonwealth in remedying the defect will be a debt due from the Supplier to the Commonwealth.

15. Termination: The Commonwealth may terminate the Contract if:

- the Supplier:
 - does not deliver all of the Supplies and, if applicable, the Repairable Item to the Delivery Location by the relevant Delivery Date; or
 - notifies the Commonwealth that it will be unable to deliver the Supplies and, if applicable, the Repairable Item to the Delivery Location by the Delivery Date in accordance with clause 4;
- the Commonwealth rejects any of the Supplies in accordance with clause 7;
- the Supplier breaches the Contract and the breach is

Form SP020: General Conditions of Contract for the Supply of Goods and Repair Services

- 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 by the Commonwealth to the Supplier requiring the Supplier to remedy the breach;
 - e. the Supplier becomes bankrupt or insolvent, except to the extent that the exercise of a right under this clause 15.e is prevented by law; or
 - f. the Supplier breaches any of its obligations under clauses 18 or 26.

If the Commonwealth has provided a Repairable Item to the Supplier in relation to the Contract which has been terminated, the Supplier must immediately return that Repairable Item to the Commonwealth at the Supplier's cost.

16. Termination for Convenience: In addition to any other rights it has under the Contract, the Commonwealth may at any time terminate the Contract by notifying the Supplier in writing. If the Commonwealth issues such a notice, the Supplier must stop 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, including those arising from affected subcontracts.

The Commonwealth will only be liable for payments to the Supplier for Supplies accepted in accordance with clause 7 before the effective date of termination 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 not be entitled to profit anticipated on any part of the Contract terminated.

17. Commonwealth Access: At the Commonwealth's request (acting reasonably), the Supplier must permit the Commonwealth and its nominees timely and sufficient access to the Supplier's premises, records or accounts relevant to the Contract to:

- a. undertake quality audits and quality surveillance (as defined in AS/NZ ISO 9000 current at the date the Purchase Order is issued) of the Supplier's quality system and/or the production processes related to the Supplies; and
- b. monitor the Supplier's work health and safety and environmental compliance in connection with the provision of the Supplies.

In addition, if the value of the Contract (by itself or cumulatively with previous changes to the Contract) is equal to or greater than A\$100,000, the Supplier must permit the Commonwealth and its nominees timely and sufficient access to the Supplier's premises, records or accounts relevant to the Contract to conduct audits under the *Auditor-General Act 1997*. The Commonwealth and its nominees may copy any records or accounts relevant to the Contract and retain or use these records and accounts for the purpose of this clause.

18. Security and Safety: If the Commonwealth provides the Supplier with access to 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 aware and ensure that its officers, employees, agents and subcontractors are aware of and comply with such security and safety requirements.

Where the Supplies are designed, manufactured, supplied, installed, commissioned or constructed by the Supplier within Australia or the Supplier imports the Supplies into Australia (and is an importer for the purposes of the WHS Legislation), the Supplier must:

- a. comply with, and must ensure that all subcontractors comply with, the applicable WHS Legislation when performing work under the Contract in Australia; and
- b. where applicable, comply with, and must ensure that all subcontractors comply with, the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Commonwealth, the Supplier or the subcontractors (as the case may be) and any other person who, concurrently with the Commonwealth, the Supplier or the subcontractor (as the case may be), has a work health and safety duty under the WHS Legislation in relation to the same matter.

Subject to any relevant foreign government restrictions, the Supplier must provide to the Commonwealth Representative at the time the Supplier provides the Supplies to the Commonwealth adequate information concerning:

- c. each purpose for which the Supplies are designed or manufactured;
- d. the results of any calculations, analysis, testing or examination carried out concerning the safety of the Supplies (and the risks to the health and safety of persons), including any hazardous properties identified by the testing; and

- e. any conditions necessary to ensure the Supplies are without risks to health and safety when used for a purpose for which it was designed or manufactured.

Subject to any relevant foreign government restrictions, the Supplier must, so far as is reasonably practicable, provide to the Commonwealth Representative within 14 days (or such other period as agreed by the Commonwealth in writing) of a request by the Commonwealth any current relevant information concerning the matters referred to in clauses 18c to 18e above.

The Supplier must ensure, so far as is reasonably practicable, that the Supplies are without risk to the health and safety of persons who use the Supplies for a purpose for which they were designed or manufactured.

Without limiting the Supplier's obligations under the Contract or at law or in equity (and subject to any relevant foreign government restrictions), the Supplier must in connection with or related to the Supplies or the work performed under the Contract, provide, and must use its reasonable endeavours to ensure that a subcontractor provides, to the Commonwealth within 14 days (or such other period as agreed by the Commonwealth in writing) of a request by the Commonwealth any information or copies of documentation requested by the Commonwealth and held by the Supplier or a subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation.

The Supplier must not provide Supplies containing Asbestos Containing Material and must not take Asbestos Containing Material onto Commonwealth premises in connection with providing the Supplies.

If a Notifiable Incident occurs in connection with work carried out under the Contract:

- f. on Commonwealth premises;
 - g. which involves Commonwealth personnel; or
 - h. which involves a Commonwealth specified system of work,
- the Supplier must:

- i. immediately report the incident to the Commonwealth;
- j. promptly provide the Commonwealth with copies of any notices or other documentation provided to, or issued by, the relevant Commonwealth, State or Territory regulator in relation to the Notifiable Incident;
- k. provide the Commonwealth with such other information as may be required by the Commonwealth to facilitate the notification to or investigation by the Commonwealth regulator of the Notifiable Incident in accordance with the WHS Legislation (including the completion of the Department of Defence Form AE527 (as amended or replaced from time to time)); and
- l. provide other reasonable assistance required by the Commonwealth to undertake mandatory incident reporting.

19. Insurance: The Supplier must procure and maintain such insurances and on such terms and conditions as a prudent supplier, providing supplies similar to the Supplies, would procure and maintain.

20. Set Off: If the Supplier owes any debt to the Commonwealth in connection with the Contract, the Commonwealth may deduct the amount of the debt from payment of the Contract Price.

21. Indemnity: The Supplier indemnifies the Commonwealth, its officers, employees and agents 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 infringement or alleged infringement of that third party's IP rights or moral rights in connection with the Supplies.

The Supplier's liability to indemnify the Commonwealth under clause 21a is reduced to the extent that any wilful, unlawful, or negligent act or omission of the Commonwealth, its officers, employees or agents contributed to the liability, loss, damage, cost, compensation or expense.

22. Notices: Any notice or communication under the Contract will be effective if it is in writing, signed and delivered to the Contract Officer or the Supplier as the case may be, at the address, facsimile number or email set out in the Purchase Order.

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

Form SP020: General Conditions of Contract for the Supply of Goods and Repair Services

24. 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. Upon request the Supplier must make available to the Commonwealth the details of all subcontractors engaged to provide the Supplies under the Contract. The Supplier acknowledges that the Commonwealth may be required to disclose such information.

reasonably foreseeable activity in relation to the assembly or use of the Supplies for a purpose for which it was designed or manufactured, or the proper storage, decommissioning, dismantling, demolition or disposal of the Supplies; and

25. Approvals and Compliance: The Supplier must obtain and maintain in force any necessary export licences, licences, accreditations, permits, registrations, regulatory approvals or other documented authority (however described) required by law and necessary for the delivery of the Supplies or the work performed under the Contract and arrange any necessary customs entry for the Supplies. 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 policies relevant or applicable to the Contract.

- b. not use, handle or store a Problematic Substance on Commonwealth premises in connection with work carried out under the Contract.

Where the Commonwealth agrees that the Supplies may contain a Problematic Substance or that the Supplier may use, handle or store a Problematic Substance on Commonwealth premises, the Supplier must, subject to any foreign government restrictions, ensure that:

Subject to any relevant foreign government restrictions, where the Supplier provides the Supplies to the Commonwealth in Australia and the Supplies include plant which requires registration of design under the WHS Legislation (See Part 1 of Schedule 5 of the *Work Health and Safety Regulations 2011* (Cth)) or an OHS Law (in the case of an OHS Law, as a result of a licence being granted to the Australian Defence Organisation - see Regulation 743 of the *Work Health and Safety Regulations 2011* (Cth)), the Supplier must:

- a. obtain the registration of design from a relevant regulator (or where this is not possible, from the Australian Defence Organisation pursuant to a licence granted under the OHS Law) and provide this to the Commonwealth at the time the Supplier provides the Supplies to the Commonwealth;
- b. attach a data plate to the relevant item (or items) of plant with the design registration details (or in a circumstance where it is not practicable to attach the data plate to the relevant item of plant, the data plate is to be affixed in a prominent place in the vicinity of the plant), which includes:
 - (i) the Design Registration Number (DRN);
 - (ii) the date of issue of the DRN; and
 - (iii) the name of the Commonwealth, State or Territory regulator that issued the DRN; and
- c. provide maintenance documentation that details all mandatory maintenance activities and inspections required to ensure the plant is without risks to health and safety, including those required by an OHS Law or the WHS Legislation at the time the Supplier provides the Supplies to the Commonwealth.

- c. full details of the approved Problematic Substance are provided to the Commonwealth in the format of a Safety Data Sheet (SDS), except where the applicable SDS exists within the Australian ChemAlert database and the Supplier identifies that SDS to the Commonwealth by reference to its unique record within that database; or
- d. if the Supplier provides the Supplies to the Commonwealth outside Australia and the Supplier demonstrates to the satisfaction of the Commonwealth it is unable to comply with the requirements of clause 26c, the Supplier must provide all information necessary to facilitate the Commonwealth complying with the requirements of clause 26c prior to or at the time the Supplies are provided to the Commonwealth.

In addition, the Supplier must, subject to any foreign government restrictions, ensure that:

- e. at the time of provision to the Commonwealth the approved Problematic Substance is correctly labelled and packaged (including to clearly identify the nature of the substance and its associated hazards) in accordance with Australian legislative and regulatory requirements, and that all documentation supporting the Supplies clearly identifies the nature of the substance and its associated hazards; or
- f. if the Supplier provides the Supplies to the Commonwealth outside Australia and the Supplier demonstrates to the satisfaction of the Commonwealth it is unable to comply with the requirements of clause 26e, the Supplier must provide all information necessary to facilitate the Commonwealth complying with the requirements of clause 26e prior to or at the time the Supplies are provided to the Commonwealth.

Subject to any relevant foreign government restrictions, where the Supplier provides the Supplies to the Commonwealth outside Australia and the Supplies include plant which requires registration of design under the WHS Legislation (See Part 1 of Schedule 5 of the *Work Health and Safety Regulations 2011* (Cth)) or an OHS Law (in the case of an OHS Law, as a result of a licence being granted to the Australian Defence Organisation - see Regulation 743 of the *Work Health and Safety Regulations 2011* (Cth)), the Supplier must, at the time the Supplier provides the Supplies to the Commonwealth, provide to the Commonwealth all information sufficient for the Commonwealth to register the design of the plant in Australia. Such information may include:

- d. a statement signed by the designer of the plant specifying the published technical standards and engineering principles used in the design;
- e. design verification statement in a format supplied by the Commonwealth;
- f. representational drawings of the design; and
- g. a statement in a format supplied by the Commonwealth concerning compliance with the designer obligations of the WHS Legislation.

26. Problematic Substances: Unless the Commonwealth otherwise agrees in writing, the Supplier must:

- a. not deliver Supplies that contain or emit a Problematic Substance where:
 - (i) the Problematic Substance may affect the health or safety of persons who may be exposed to the Problematic Substance; or
 - (ii) a persons health or safety may be affected by the Problematic Substance when (A) using the Supplies for a purpose for which they were designed or manufactured; (B) handling or storing the Supplies; or (C) carrying out any

27. Workplace Gender Equality: The Supplier must comply with its obligations under the *Workplace Gender Equality Act 2012* (Cth) (WGE Act), if any. If the Supplies constitute a procurement that is at or above the relevant procurement threshold in the Commonwealth Procurement Rules, the Supplier must notify the Contract Officer if it becomes non-compliant with the WGE Act.

28. Indigenous Procurement Policy: The Supplier must use its reasonable endeavours to increase its:

- a. purchasing from Indigenous enterprises; and
 - b. employment of Indigenous Australians,
- in the performance of the Contract. For the purposes of this clause "Indigenous enterprise" means an organisation that is 50 per cent or more Indigenous owned that is operating a business. Supply Nation maintains a list of enterprises that meet the definition of "Indigenous enterprises" (www.supplynation.org.au).

29. Governing Law: The laws of the Australian Capital Territory apply to the Contract.

30. Entire Agreement: The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

31. Definitions: In the Contract:

'Asbestos Containing Material' has the meaning given in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth).

'Commonwealth' means the Commonwealth of Australia as represented by the Department of Defence ABN 68 706 814 312.

'Contract Officer' means the contract officer specified in the Purchase Order.

Form SP020: General Conditions of Contract for the Supply of Goods and Repair Services

'Contract' has the meaning given in clause 2.

'Contract Price' means the contract price specified in the Purchase Order, including any GST component payable.

'Delivery Date' means the date or dates for provision of the Supplies specified in the Purchase Order.

'Delivery Location' means the location or locations for the provision of the Supplies specified in the Purchase Order.

'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' means the goods specified in the Purchase Order (if any) to be provided by the Supplier and any goods or component parts supplied by the Supplier as part of providing the Repair Services.

'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).

'Notifiable Incident' has the meaning given in sections 35 to 37 of the *Work Health and Safety Act 2011* (Cth).

'OHS Law' means the *Occupational Health and Safety Act 1991* (Cth) and the *Occupational Health and Safety (Safety Standards) Regulations 1994* (Cth).

'Problematic Substance' means:

- a. any substance identified as having ozone depleting potential, or any gas identified as a *Synthetic Greenhouse Gas*, in the *Ozone Protection and Synthetic Greenhouse Gas Management Act 1989* (Cth) or any regulations made under that Act;
- b. any dangerous goods as defined in the *Australian Code for the Transport of Dangerous Goods by Road and Rail* (extant edition and as amended); or
- c. any hazardous chemicals as defined in subregulation 5(1) of the *Work Health and Safety Regulations 2011* (Cth).

'Purchase Order' means the purchase order attached to these General Conditions of Contract.

'Relevant Employer' means an employer who has been a Relevant Employer under the Workplace Gender Equality Procurement Principles for a period of not less than 6 months. The Supplier will continue to be obligated as a Relevant Employer for the period of the Contract until the number of its employees falls below 80.

'Repair Services' means the repair services in respect of the Repairable Item specified in the Purchase Order (if any).

'Repairable Item' means any item or items provided by the Commonwealth to the Supplier for the purpose of the Repair Services.

'Safety Data Sheet' or 'SDS' means a safety data sheet prepared in accordance with the Code of Practice, *Preparation of Safety Data Sheets for Hazardous Chemicals*, approved under section 274 of the *Work Health and Safety Act 2011* (Cth).

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

'Supplies' comprise the Goods and the Repair Services and, for the avoidance of doubt, do not include the Repairable Item.

'WHS Legislation' means:

- a. the *Work Health and Safety Act 2011* (Cth) and the *Work Health and Safety Regulations 2011* (Cth); and
- b. any corresponding WHS law as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).



Australian Government
Department of Defence

[...INSERT GROUP OR DIVISION...]

[...INSERT UNIT...]

SECTION 23 COMMITMENT APPROVAL

FOR

20-T0202 – Master of Ceremonies

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Date	19 February 2020
Produced By	s47E(d)
Produced For	s47E(d)

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Assistant Director Business Management
Assistant Director ADF Transition

DCO Deakin
DCO Deakin

(for Funds Availability)
(for Commitment Approval)

SECTION 23 COMMITMENT APPROVAL FOR THE PROCUREMENT A QUALIFIED AND EXPERIENCE MASTER OF CEREMONIES ADF TRANSITION SEMINARS.

1. RECOMMENDATIONS

That as the FINMAN 2, Schedule 1 Delegate, you:

APPROVE the commitment and expenditure of relevant money for the procurement of a qualified Master of Ceremonies on behalf of ADF Transition to deliver services at the ADF Transition Seminars s47G (inclusive of GST) with KPMG Australia (ABN 51 194 660 1830 under Section 23 of the *Public Governance, Performance and Accountability Act 2013*. The Delegate confirms that the arrangement will be a proper use of relevant money, promotes the achievement of the purposes and financial stability of the entity, and is not inconsistent with the policies of the Australian government.

2. SCOPE)

In July 2017, as part of the Transition Transformation Program, Defence implemented a new ADF Transition business model which enhances the transition process by delivering, in addition to administrative elements, referrals to appropriate support and individual career coaching and mentoring services to ADF members and their families. These services provide a more tailored approach focused on coaching individuals through the transition process and assists, when appropriate, in preparing ADF members to seek and obtain meaningful employment.

The ADF Member and Family seminars enable members and families to receive information relevant to their transition circumstances, engage early with ADF Transition Coaches and have increased access to transition stakeholders relevant to their circumstances. The engagement of a professional Master of Ceremonies (MC) to run the stages, allows ADF Transition staff to focus on being stall holders and presenters at the events.

The Master of ceremonies will undertake duties at up to nine (9) one-day ADF Member and Family Transition Seminars between 3 March 2020 and 30 June 2020. Locations may include:

- Townsville
- Canberra
- Darwin
- Brisbane
- Melbourne
- Perth
- Adelaide

3. PROCUREMENT METHOD AND PROCESS)

In 2018 the need for a dedicated MC for the ADF Member and Family Seminars was identified. Non Materiel Procurement was approached to source an appropriate Standing Offer Panel to utilise. Suggestions included s47F

At the time neither of these options identified a service provider that could provide the services of an MC. As the procurement was below 80,000.00, NMPB advised that the CPR Division 2 does not apply, allowing DCO to approach other suppliers to provide quotes.

Three potential suppliers were identified at the time, s47F At this time it was found that most MCs are celebrities with daily rates ranging from \$6000-\$8000 per day with most requesting business class travel and accommodation in addition to their daily fee. These were not considered to be value for money options.

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DCO approached KPMG Australia directly to identify if they could source a suitably qualified MC. KPMG is currently on the DSS Panel (SON3485107) and supplied the sieved specified in accordance with the Panel Deed.

The MC provided by KPMG for the 2019 Seminars received positive feedback from both participants and DCO colleagues.

For the 2020 Seminars, KPMG was again approached to provide a quote for provision of an MC for the ADF Member and Family Transition Seminars to be delivered until 30 June 2020.

The proposed procurement is not subject to the additional rules detailed in Division 2 of the Commonwealth Procurement Rules (CPRs).

The total value of the procurement is below \$80,000 (GST inclusive) (for non construction services) or \$7.5 million (GST inclusive) (for construction services).

4. VALUE FOR MONEY ASSESSMENT

The proposed contractor has a wealth of experience as an event Master of Ceremonies. He is a regular key note speaker, consultant and facilitator with an extensive background in leadership, high performance sport, resilience and wellbeing. During the previous series of Seminars, very positive feedback from both participants and DCO colleagues was received.

The model of linking the MC with the DCO team prior to each seminar has been very effective and ADF Transition anticipate continuing with this model.

This is considered a low risk procurement based on cost and subject matter expertise of the supplier.

The cost is based on the Contract Price as obtained through negotiation with the proposed contractor and is considered value for money.

Travel expenses will be authorised by Defence in advance and invoiced at the non-SES rates.

5. FUNDS AVAILABILITY

The funding identified is adequate for the proposed commitment and expenditure and is consistent with the purpose for which it was allocated.

Funds (AUD) GST exclusive	Funds (AUD) GST component	Total funds (AUD)
s47G	s47G	\$66,267.50

The following financial codes will be used for this procurement:

Account Code:	Cost Centre:	WBS if applicable:	Fund No:
s47E(d)	s47E(d)	DPG-DCO-TSS s47E(d)	s47E(d)

The planned spread of commitment and expenditure for this procurement is contained in Table 1 below.

Table 1. Total Commitment/Contract Value (AUD)

	Current FY	Total
Commitment/Estimate Expenditure	s47G	
GST		
		\$66,267.50

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6. SPECIALIST ADVISORS)

6.1 FINANCIAL ADVICE (CORE)

Specialist Financial Advice has been obtained on the financial aspects of the proposed commitment of relevant money. The following authorities have been consulted in the preparation of this submission:

s47E(d)

SPECIALIST ADVICE - FINANCE

As Specialist Finance Advisor I confirm:

- ☒ the sufficiency of the budget;
- ☒ the soundness of the costing calculations; and
- ☒ the accuracy of the costing calculations.

s22 s47E(d) s22 s47E(d) 20 February 2020...
(Signature) (Printed Name) (PMKeys No) (Appt/Position No) (Date)

SECTION 23 – COMMITMENT APPROVAL

As FINMAN 2, Schedule 1 delegate, I confirm that:

- ☐ I have an appropriate delegation,
- ☐ the arrangement will be a proper use of relevant money;
- ☐ I have taken care and diligence and have made reasonable inquiries to ensure this arrangement meets all required procurement obligations, notably the Commonwealth Procurement Rules, the Accountable Authority Instructions, the Defence Procurement Policy Manual, applicable Departmental Procurement Policy Instructions, and is not inconsistent with the policies of the Australian government;
- ☐ the benefits of entering into the arrangement outweigh the risk of locking away future budget flexibility;
- ☐ the costing assumptions are sound and costing calculations are accurate;
- ☐ I am acting in good faith and for proper purpose;
- ☐ I do not stand to gain advantage for myself or other persons or cause detriment to Defence, the Commonwealth or any other person;
- ☐ any real or perceived conflict of interest has been disclosed,

s22

s47E(d) s22 ASSIST Dir ADFT...
(Printed Name) (PMKeys No) (Appt/Position No) (Date)

**SES OR STAR APPROVAL TO COMMENCE A PROCUREMENT PROCESS TO
ENGAGE A CONTRACTOR, CONSULTANT OR OUTSOURCED SERVICE
PROVIDER**

PURPOSE

The purpose of this submission is to seek your approval to commence a procurement process to engage a qualified Master of Ceremonies (MC) to provide services for the ADF Member and Family Seminars.

BACKGROUND

The Government has made a significant investment in improving transition support and future employment assistance for current and former serving ADF members and their families.

The ADF Member and Family Transition seminars enable members and families to receive information relevant to their transition circumstances, engage early with ADF Transition coaches and have increased access to transition stakeholders relevant to their circumstances. The Master of Ceremonies will be required to provide services at nine (9) ADF Member and Family Transition Seminars between March and June 2020.

JUSTIFICATION

The engagement of a professional Master of Ceremonies to run the stages, allows ADF Transition staff to focus on program delivery and stallholders at the events.

The model of linking an MC closely with the DCO team in the lead up to and delivery of each Seminar has been very effective and ADF Transition anticipate continuing this model.

Proposed Commencement Date 4 March 2020 with contract end date of 30 June 2020.

The requirement is for a period of four (4) months. Based on the quoted costs for the provision of these services, the total estimated cost of the procurement is \$66,267.50. Travel will be approved in advance and invoiced at the non-SES rates.

	Current FY	Total
Commitment/Estimate Expenditure	s47G	s47G
GST		
		66,267.50

DEFENCE OFFICIALS' CHECKLIST

I confirm that (check):

Step 1 – Planning

- ☒ It is necessary for Defence to undertake the task as described above or attached;
- ☒ The task described above cannot be delayed; and
- ☒ Specialist skills are required to undertake the task described above.

Step 2 – Current APS and ADF workforce considerations

- ☒ The APS and ADF workforce does not have the capacity and capability (skills and knowledge) to achieve the outcome;
- ☒ Other work cannot be reprioritised to temporarily release the necessary APS or ADF personnel; and

- ☒ There is a requirement for additional resources, or specialised knowledge and/or skills that are not required within the ongoing APS or ADF.

Step 3 – Cost Considerations

- ☒ I have estimated the cost of this option and it is affordable within the current budget of 199218.
- ☒ I have determined that this is the most effective and efficient means of delivering the required outcomes and have considered the relative priority of other cost pressures within ADF Transition Directorate budget.
- ☒ Where I am engaging an Outsourced Service Provider, I have included advice of potential funding/FTE/AFS offsets and have advised Assistant Secretary – Defence People Group; and
- ☒ I have considered the on costs associated with engaging external workforce support including, but not limited to, government furnished equipment, office equipment, ICT support, security vetting, official travel and training (in-house or external).

Step 4 – Industry Considerations

- ☒ The engagement of a CONTRACTOR is the most efficient and effective option to deliver the outcome; and
- ☒ The proposed term of the engagement is appropriate to fulfil the requirement.

Step 5 – Engagement Classification and Number

- ☒ I have used the definitions in Attachment B to the Fact Sheet to confirm that a CONTRACTOR is required.

RECOMMENDATION

That you approve the requirement to commence a procurement process to engage a CONTRACTOR.

s22

s47E(d)

Assistant Director
ADF Transitions

7 February 2020

SES / STAR APPROVAL

[SELECT THE APPROPRIATE OPTION]

EITHER

- ☒ Approval is given to commence a procurement process to engage a CONTRACTOR I am satisfied that:
 - ☒ The current APS and/ or ADF workforce does not have the capability or capacity to meet this requirement; and
 - ☒ The reasons listed above justify commencing a procurement process to engage a CONTRACTOR.

OR

s22

s47E(d)

Director General

Defence Community Organisation

P/N 00490375

19 February 2020

From: s47E(d) on behalf of [DCO Contracts](#)
To: s47E(d)
Subject: RE: Seminar MC Documents ~~[SEC-UNCLASSIFIED]~~
Date: Monday, 24 February 2020 10:52:00 AM
Attachments: [image001.jpg](#)
[20-T0202 - SEC 23 - Signed.pdf](#)

~~UNCLASSIFIED~~

Hi s47E

If you can sign this and return, I can get the PO created and that will be everything.

Regards

s47E(d)

Executive Officer – ADF Transition Budgets/Finance/Contracts
Defence Community Organisation
Department of Defence

L1-104 | 8 Thesiger Court | Deakin | PO Box 7921 | Canberra BC | ACT 2610

P: s47E(d) | **F:** s22

Defence Family Helpline 1800 624 608

Defence family members seeking advice, support or connection with their local community can call the all-hours Defence Family Helpline on 1800 624 608

IMPORTANT: This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.

From: s47E(d)
Sent: Monday, 24 February 2020 10:46 AM
To: DCO Contracts <dco.contracts@defence.gov.au>
Subject: Seminar MC Documents ~~[SEC-UNCLASSIFIED]~~

~~UNCLASSIFIED~~

Hi Eija,

Can you tell me if I owe you any documents for signing to complete the procurement of the MC services for the Seminar thanks? I am working from home today and am unable to print anything out so if I own you anything can you please send it through in PDF so I can digitally sign and get back to you.

Kind regards,

s47E(d)

Assistant Director
ADF Transition
Defence Community Organisation
Defence People Group
Department of Defence

8 Thesiger Court | Deakin | ACT 2610

F: s47E(d) | M: s22

10113 DFM WIDA finalist



IMPORTANT: This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.

From: s47E(d)
To: [DPG-PC-DCO-Business Management](#)
Subject: RE: Invoice approval ADF Transition Seminar MC: 000020226342 KPMG AUSTRALIA ~~[SEC-UNCLASSIFIED]~~
Date: Thursday, 21 May 2020 3:06:26 PM

~~UNCLASSIFIED~~

Approved to pay

Kind regards

s47E(d)

A/g Assistant Director
ADF Transition Business Intelligence and Innovation
Defence Community Organisation
Defence People Group
Department of Defence
8 Thesiger Court | Deakin | ACT 2610

M: s22

Please note I do not work Tuesdays.

Leaving the ADF?

For information on leaving the ADF and what your transition involves, please refer to the ADF Transition website using the following links:

[ADF Transition support -Video](#)

[The ADF Transition website](#)

[The ADF Member and Family Transition Guide](#)

Defence Family Helpline 1800 624 608

Defence family members seeking advice, support or connection with their local community can call the all-hours Defence Family Helpline on 1800624608

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Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.**

From: s47E(d) **On Behalf Of** DPG-PC-DCO-Business Management
Sent: Thursday, 21 May 2020 12:50 PM
To: s47E(d)
Subject: Invoice approval ADF Transition Seminar MC: 000020226342 KPMG AUSTRALIA
~~[SEC-UNCLASSIFIED]~~

~~UNCLASSIFIED~~

Hi s47E

Can you please review that attached invoice for the MC at the seminars that took place and advise if it is approved for payment

Regards

s47E

**IMPORTANT: This email remains the property of the Department of Defence.
Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.**

From: Accounts Payable <VIM.Processing@defence.gov.au>
Sent: Tuesday, 19 May 2020 10:13 AM
To: DPG-PC-DCO-Business Management <dpgcdco.businessmanagement@defence.gov.au>

Subject: 000020226342 KPMG AUSTRALIA [~~SEC-UNCLASSIFIED~~]

**** AUTOMATIC MESSAGE FROM DEFENCE ACCOUNTS PAYABLE ****
ACTION REQUIRED TO ENABLE INVOICE PROCESSING

VIM INVOICE NOTIFICATION

DO NOT IGNORE THIS NOTIFICATION

Failure to act promptly will trigger subsequent e-mail messages being sent to you and could mean that the supplier is not paid on time.

WHAT TO DO NOW

- Please open the attached invoice and also read the INVOICE DETAILS section below to ensure the invoice and purchase order details are correct.
- If correct, click [here](#) to connect to the Goods Receipt app to action the invoice.
- Please action this invoice promptly to ensure the payment is made by the due date.

INVOICE DETAILS

Invoice number: 821284680

Vendor: KPMG AUSTRALIA

Payment due: 04.06.2020

VIM document: 000020226342

Purchase order: 4501093131

If this invoice is disputed Defence Accounts Payable will action the rejection upon receiving your request. However the Defence point of contact needs to work with the supplier to work out any discrepancies/issues.

NEED HELP?

For further help on actioning this request, please visit the [VIM intranet page](#).

Alternatively, contact the Defence Accounts Payable team at accountspayable.enquiries@defence.gov.au or on 1300 134 346 option 1 for assistance.

In accordance with Government policy, Defence must pay interest on late payments to business. Should a late payment occur - the area responsible for approving the invoice for payment will be required to identify, calculate and arrange a self-generated interest payment to the business affected. Any interest fees are charged against your unit's cost centre code. Consequently please ensure this notification is actioned promptly, and any data issues relating to the vendor/PO/payment are followed up and quickly resolved well prior to the due date.

This message has been automatically generated. Please DO NOT reply.

Text: ZVIM_PO_POST_GOODS_RECEIPT

From: s47E(d)
To: [DPG-PC-DCO-Business Management](#)
Subject: RE: ADF Transition MC invoice approval - 000020226351 KPMG AUSTRALIA ~~[SEC-UNCLASSIFIED]~~
Date: Thursday, 21 May 2020 3:06:15 PM

~~UNCLASSIFIED~~

Approved to Pay

Kind regards

s47E(d)

A/g Assistant Director
ADF Transition Business Intelligence and Innovation
Defence Community Organisation
Defence People Group
Department of Defence
8 Thesiger Court | Deakin | ACT 2610

M: s22

Please note I do not work Tuesdays.

Leaving the ADF?

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From: s47E(d) **On Behalf Of** DPG-PC-DCO-Business Management
Sent: Thursday, 21 May 2020 12:52 PM
To: s47E(d)
Subject: ADF Transition MC invoice approval - 000020226351 KPMG AUSTRALIA
~~[SEC-UNCLASSIFIED]~~

~~UNCLASSIFIED~~

Hi s47E

Can you please review the attached invoice and advise if it is approved for payment

Regards

s47E

IMPORTANT: This email remains the property of the Department of Defence. Unauthorised communication and dealing with the information in the email may be a serious criminal offence. If you have received this email in error, you are requested to contact the sender and delete the email immediately.

From: Accounts Payable <VIM.Processing@defence.gov.au>
Sent: Tuesday, 19 May 2020 10:08 AM
To: DPG-PC-DCO-Business Management <dpGPCDCO.businessmanagement@defence.gov.au>
Subject: 000020226351 KPMG AUSTRALIA ~~[SEC-UNCLASSIFIED]~~

**** AUTOMATIC MESSAGE FROM DEFENCE ACCOUNTS PAYABLE ****
ACTION REQUIRED TO ENABLE INVOICE PROCESSING

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INVOICE DETAILS

Invoice number: 821284669
Vendor: KPMG AUSTRALIA
Payment due: 04.06.2020

VIM document: 000020226351
Purchase order: 4501093131

If this invoice is disputed Defence Accounts Payable will action the rejection upon receiving your request. However the Defence point of contact needs to work with the supplier to work out any discrepancies/issues.

NEED HELP?

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This message has been automatically generated. Please DO NOT reply.

Text: ZVIM_PO_POST_GOODS_RECEIPT

From: [Accounts Payable](#)
To: [DPG-PC-DCO-Business Management](#)
Subject: 000020226342 KPMG AUSTRALIA ~~[CEC UNCLASSIFIED]~~
Date: Tuesday, 19 May 2020 10:12:34 AM
Attachments: [Attachment.pdf](#)

21/5/20 – Sent to ^{s47E(d)} for approval

**** AUTOMATIC MESSAGE FROM DEFENCE ACCOUNTS PAYABLE ****
ACTION REQUIRED TO ENABLE INVOICE PROCESSING

VIM INVOICE NOTIFICATION

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- Please action this invoice promptly to ensure the payment is made by the due date.

INVOICE DETAILS

Invoice number: 821284680
Vendor: KPMG AUSTRALIA
Payment due: 04.06.2020

VIM document: 000020226342
Purchase order: 4501093131

If this invoice is disputed Defence Accounts Payable will action the rejection upon receiving your request. However the Defence point of contact needs to work with the supplier to work out any discrepancies/issues.

NEED HELP?

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This message has been automatically generated. Please DO NOT reply.

Text: ZVIM_PO_POST_GOODS_RECEIPT



20 Brindabella Circuit
Brindabella Business Park
Canberra Airport ACT 2609
Australia
ABN 51 194 660 183

PO Box 7396
Canberra Business Centre
Australia

Fax +61 2 6248 1122
Phone +61 2 6248 1111

Tax Invoice

Department of Defence
Defence Accounts Payable
PO Box 800
Salisbury SA 5106

Date : 15 May 2020
Contact : s47F
Telephone :
Invoice number : 821284680
Entity number : 9101
Client code : 9687
Payment due date : 29 May 2020
Total payable : s47G
Client Reference No :

PROFESSIONAL SERVICES RENDERED

Ref PO 4501093131

Expenses in relation to provision of MC Services to ADF Transition Member and
Family Seminars in:

s47G

Total expenses subject to GST

Total GST payable

Total Payable

AUD

s47G



Member firm of
KPMG International

This account is payable within
14 calendar days

Kindly note: no receipt will be
forwarded unless requested

Please send your payment with either this remittance slip or the attached Remittance Advice and Payment Options to,
KPMG Accounts receivable, PO Box 2291U Melbourne VIC 3001 Australia

Please quote Client payment code and Invoice number with payment

Client name Department of Defence
Client payment code 9687
Invoice number 821284680
Entity number 9101

Date 15 May 2020
Payment due date 29 May 2020
Total payable s47G
Contact s47F



Remittance Advice and Payment Options

Please quote Client payment code and Invoice number with payment

Client name	Department of Defence	Date	15 May 2020
Client payment code	9687	Payment due date	29 May 2020
Invoice number	821284680	Total payable	s47G
Entity number	9101	Contact	s47F

Direct Deposit

Payment for invoice can be made by transferring funds to:

Bank name	Westpac Banking Corporation
Address	260 Queen Street, Brisbane QLD 4000, Australia
Account name	KPMG Australia
Swift code	WPACAU2S
BSB no	034 002
Account no	493 529
Reference / description	821284680

We prefer invoices to be paid individually. We would appreciate receipt of this remittance advice to assist in correct allocation. Select one of the following methods to advise us of your deposit.

Fax	Attention: Accounts Receivable
Fax number:	1300 369 317
Email	nataccountsrec@kpmg.com.au
Mail	Attention: Accounts Receivable
Mail to:	PO Box 2291U Melbourne VIC 3001 Australia

	Biller Code:	203562
	Ref:	96875
Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au		

Credit Card

To make a payment by credit card, visit www.kpmg.com/au/onlinepayment. We accept Visa, Mastercard and American Express.

Invoice Number	821284680
Client Code	9687

Payment Plan

Our invoices are to be paid in full by the due date. If you want to arrange a payment plan, you can enter into an arrangement with QuickFee to pay by monthly instalments over a maximum term of 12 months. Terms and conditions apply. For more information or to arrange a quote, please get in touch with your KPMG contact.

From: [Accounts Payable](#)
To: [DPG-PC-DCO-Business Management](#)
Subject: 000020226351 KPMG AUSTRALIA ~~[SEC-UNCLASSIFIED]~~
Date: Friday, 22 May 2020 1:24:58 AM
Attachments: [Attachment.pdf](#)

**** AUTOMATIC MESSAGE FROM DEFENCE ACCOUNTS PAYABLE ****
ACTION REQUIRED TO ENABLE INVOICE PROCESSING

REMINDER NOTICE

DO NOT IGNORE THIS NOTIFICATION

Failure to act promptly will trigger subsequent e-mail messages being sent to you and your second level manager.

WHAT TO DO NOW

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INVOICE DETAILS

Invoice number: 821284669
Vendor: KPMG AUSTRALIA
Payment due: 04.06.2020

VIM document: 000020226351
Purchase order: 4501093131

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This message has been automatically generated. Please DO NOT reply.

Text: ZVIM_PO_POST_GR_FIRST_REMINDER



20 Brindabella Circuit
Brindabella Business Park
Canberra Airport ACT 2609
Australia
ABN 51 194 660 183

PO Box 7396
Canberra Business Centre
Australia

Fax +61 2 6248 1122
Phone +61 2 6248 1111

Tax Invoice

Department of Defence
Defence Accounts Payable
PO Box 800
Salisbury SA 5106

Date : 15 May 2020
Contact : s47F
Telephone :
Invoice number : 821284669
Entity number : 9101
Client code : 9687
Payment due date : 29 May 2020
Total payable : s47G
Client Reference No :

PROFESSIONAL SERVICES RENDERED

Ref PO 4501093131

Provision of MC Services to ADF Transition Member and Family Seminars in:
s47G

s47G

Fees

s47G

Total GST payable

Total Payable

AUD



Member firm of
KPMG International

This account is payable within
14 calendar days

Kindly note: no receipt will be
forwarded unless requested

Please send your payment with either this remittance slip or the attached Remittance Advice and Payment Options to,
KPMG Accounts receivable, PO Box 2291U Melbourne VIC 3001 Australia

Please quote Client payment code and Invoice number with payment

Client name Department of Defence
Client payment code 9687
Invoice number 821284669
Entity number 9101

Date 15 May 2020
Payment due date 29 May 2020
Total payable s47G
Contact s47F



Remittance Advice and Payment Options

Please quote Client payment code and Invoice number with payment

Client name	Department of Defence	Date	15 May 2020
Client payment code	9687	Payment due date	29 May 2020
Invoice number	821284669	Total payable	s47G
Entity number	9101	Contact	s47F

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Payment for invoice can be made by transferring funds to:

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Address	260 Queen Street, Brisbane QLD 4000, Australia
Account name	KPMG Australia
Swift code	WPACAU2S
BSB no	034 002
Account no	493 529
Reference / description	821284669

We prefer invoices to be paid individually. We would appreciate receipt of this remittance advice to assist in correct allocation. Select one of the following methods to advise us of your deposit.

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Fax number:	1300 369 317
Email	nataccountsrec@kpmg.com.au
Mail	Attention: Accounts Receivable
Mail to:	PO Box 2291U Melbourne VIC 3001 Australia

	Billers Code:	203562
	Ref:	96875
Telephone & Internet Banking - BPAY[®] Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au		

Credit Card

To make a payment by credit card, visit www.kpmg.com/au/onlinepayment. We accept Visa, Mastercard and American Express.

Invoice Number	821284669
Client Code	9687

Payment Plan

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