

From: s47G
To: [Toaldo, Sarah MRS](#); s47G
Cc: [Louis, Edward MR](#)
Subject: RE: RFQTS 15475 - Exercising option to extend the contract under the CAS-SS panel deed [SEC=UNCLASSIFIED]
Date: Wednesday, 31 May 2017 4:44:48 PM

Thanks Sarah.

I will get s47 to review and respond.

We appreciate the opportunity to continue the work we have started.

Best

s47G

From: Toaldo, Sarah MRS [mailto:sarah.toaldo@defence.gov.au]
Sent: Wednesday, 31 May 2017 3:42 PM
To: s47G
Cc: Louis, Edward MR <edward.louis@defence.gov.au>
Subject: RFQTS 15475 - Exercising option to extend the contract under the CAS-SS panel deed [SEC=UNCLASSIFIED]
Importance: High

UNCLASSIFIED

Dear s47G

Please find attached notification of our option to extend the contract with the contentgroup (RFQTS 15475) s47E.

Regards

Sarah Toaldo

CASG Reform Communications

Department of Defence | Capability Acquisition and Sustainment Group
Russell Offices, R2-05-B038 | PO Box 7904 | CANBERRA BC ACT 2610
T: (02) 6265 7649 | s22 | E: sarah.toaldo@defence.gov.au

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From: s47G
To: [Toaldo, Sarah MRS](#)
Cc: [Louis, Edward MR](#)
Subject: RE: RFQTS 15475 - Exercising option to extend the contract under the CAS-SS panel deed [SEC=UNCLASSIFIED]
Date: Wednesday, 7 June 2017 12:18:30 PM
Attachments: [20170607 - Letter to extend contract.pdf](#)

Dear Sarah

Please see attached the contract extension document which s47G has signed.

Regards

s47

From: Toaldo, Sarah MRS [mailto:sarah.toaldo@defence.gov.au]
Sent: Wednesday, 31 May 2017 3:42 PM
To: s47G
Cc: Louis, Edward MR <edward.louis@defence.gov.au>
Subject: RFQTS 15475 - Exercising option to extend the contract under the CAS-SS panel deed [SEC=UNCLASSIFIED]
Importance: High

UNCLASSIFIED

Dear s47G,

Please find attached notification of our option to extend the contract with the contentgroup (RFQTS 15475) s47E.

Regards

Sarah Toaldo

CASG Reform Communications

Department of Defence | Capability Acquisition and Sustainment Group
Russell Offices, R2-05-B038 | PO Box 7904 | CANBERRA BC ACT 2610
T: (02) 6265 7649 | s22 | E: sarah.toaldo@defence.gov.au

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Australian Government
Department of Defence

File Reference; AB31461262

Contentgroup

s47G

Level 3, City Walk Centre
2 Mort Street, Braddon, ACT 2601

Email: s47G

Dear s47G,

**RFQTS 15475 - CONTRACT CHANGE PROPOSAL NO 4 – EXERCISING
OPTION TO EXTEND THE CONTRACT UNDER THE CAS-SS PANEL
DEED**

In accordance with Section 10.2.2 of the CAS-SS Panel Deed of Standing Offer, I am writing to extend an existing contract under RFQTS 15475 on the CAS-SS Panel.

BACKGROUND

1. A Request For Quotation and Tasking Statement (RFQTS 15475) was released to the Contentgroup on 7 October 2016 requesting communication services. The contract for services is to provide eight months of support to communicate CASG Reform activities. The contract consists of three Phases:

- a. Phase one: 21 November 2016 to 28 February 2017
- b. Phase two: 1 March 2017 to 30 April 2017
- c. Phase three: 1 May 2017 to 30 June 2017.

2. s47G

EXERCISING OPTION TO EXTEND

3. Clause 5.1 states that subject to satisfactory performance and project status, the Commonwealth may, by written notice to the Contractor, extend the term of the Contract by:

s47G

4. s47G

s47G

s47G

5. s47G

OLD TEXT

RFQTS 15475, Clause 5.1 – End Date 30 June 2017

NEW TEXT

RFQTS 15475, Clause 5.1 – s47E

FINANCIAL IMPLICATIONS

6. That you note the change the “not to exceed” amounts and deliverables for Phase 4 and 5:

Line items			s47G
Deliverables	Phase 4	Phase 5	
1 – General messaging			s47G
2 – Commercial Reform & CoE			
3 – Organisational Reform			
4 – Benchmarking			
5 – Management Reserve			
GST			
TOTAL			

7. The extension of the contract will extend the overall price of the contract.

s47G

8. Appendix 4 contains deliverables and not to exceed amounts for phases 4 and 5 of the contract.

9. Please acknowledge receipt of this letter by signing and returning by email the attached Contract Change Proposal 4 by return email to sarah.toaldo@defence.gov.au

Yours sincerely

s22

Edward Louis
AS Business Management Branch
CASG
Telephone: s22
Email: Edward.louis@defence.gov.au

31 May 2017

RFQTS Number: 15475

Enclosure:

1. Phase 4 and Phase 5 Deliverables and not to exceed pricing inclusive of GST
2. Contract Change Proposal 4 – Extend a contract under the CAS-SS panel deed

DELIVERABLE	DELIVERY DATE	CONTACT/LEAD	PRICE (GST incl.)
PHASE 4	s47G [REDACTED]		
<p>Continue to develop, deliver communications as per the communications strategy agreed in Phases 1-3.</p> <p>Deliverable 1 - General messaging Communications to be delivered via the communications channel framework - (CASbiz, DEPSEC all staff email, corporate campaigns, intranet, internet, PowerPoint presentations). The aim of this deliverable is to position CASG reform and BAU activities embed communication capability and support cultural change internally, within Defence and with industry. All plans, products and artefacts to be delivered to CASG as developed and drafted.</p>	s47G [REDACTED]	s47G [REDACTED]	<p>Not too exceed</p> <p>s47G [REDACTED]</p>
<p>Continue to develop, deliver communications as per the communications strategy agreed in Phases 1-3.</p> <p>Deliverable 2 – Commercial Reform and Commercial CoE</p> <ul style="list-style-type: none"> - Develop communication plan for Commercial Reform and Commercial CoE activities. - Develop and deliver communication products as per the agreed communications plan. <p>All plans, products and artefacts to be delivered to CASG as developed and drafted.</p>	s47G [REDACTED]	s47G [REDACTED] TBA	<p>Not to exceed</p> <p>s47G [REDACTED]</p>

DELIVERABLE	DELIVERY DATE	CONTACT/LEAD	PRICE (GST incl.)
PHASE 4	s47G [REDACTED] [REDACTED]		
Continue to develop, deliver communications as per the communications strategy agreed in Phases 1-3.	s47G [REDACTED] [REDACTED]	s47G [REDACTED]	Not to exceed s47G [REDACTED]
Deliverable 3 – Organisational Reform – CoE, SPOs, Balanced Matrix <ul style="list-style-type: none"> - Develop communication action plan for overall communication of CoEs. - Provide advice and support to all CoEs as requested. - Develop individual communication action plans for the following CoEs; Commercial, Corporate Support, Decision Support, Engineering & Technical - Provide advice on overall communication strategy and products to Materiel Logistics and Program Management - Develop communication action plan for SPO reform activities - Develop 'Better because' messaging, to communicate the benefits and to assist in embedding the balanced matrix organisational structure via communication products. - Develop and deliver products to support the implementation of Centres of Expertise, Systems Program Offices and the balanced matrix structure. - Strategy, plans and products for the Business Framework (includes Business Management Review, Business Management System) as required. <p>All plans, products and artefacts to be delivered to CASG as developed and drafted.</p>			

DELIVERABLE	DELIVERY DATE	CONTACT/LEAD	PRICE (GST incl.)
PHASE 4	s47G [REDACTED]		
Deliverable 4 – Benchmarking <ul style="list-style-type: none"> - Conduct focus groups with key Defence personnel at beginning and end of reform communication to evaluate effectiveness of strategy. - Analyse findings from focus groups and interviews. - Evaluation report. 	s47G [REDACTED]	s47G [REDACTED]	Not to exceed s47G [REDACTED]
Deliverable 5 – Management Reserve <ul style="list-style-type: none"> - Additional funds to be used for content development and design, this may include but is not limited to: - Posters, fact sheets, case studies, Senior Executive messages, presentations, speeches, information kits, video, media materials, talking points, corporate campaigns. <p>All plans, products and artefacts to be delivered to CASG as developed and drafted.</p>	s47G [REDACTED]		Not to exceed s47G [REDACTED]
SUB-TOTAL PHASE 4			s47G [REDACTED] (GST inclusive)

DELIVERABLE	DELIVERY DATE	CONTACT/LEAD	PRICE (GST incl.)
PHASE 5	s47G [REDACTED]		
<p>Continue to develop, deliver communications as per the communications strategy agreed in Phases 1-4.</p> <p>Deliverable 1 - General messaging Communications to be delivered via the communications channel framework - (CASbiz, DEPSEC all staff email, corporate campaigns, intranet, internet, PowerPoint presentations). The aim of this deliverable is to position CASG reform and BAU activities embed communication capability and support cultural change internally, within Defence and with industry. All plans, products and artefacts to be delivered to CASG as developed and drafted.</p>	s47G [REDACTED]	s47G [REDACTED]	<p>Not too exceed</p> <p>s47G [REDACTED]</p>
<p>Continue to develop, deliver communications as per the communications strategy agreed in Phases 1-4.</p> <p>Deliverable 2 – Commercial Reform and Commercial CoE</p> <ul style="list-style-type: none"> - Develop communication plan for Commercial Reform and Commercial CoE activities. - Develop and deliver communication products as per the agreed communications plan. <p>All plans, products and artefacts to be delivered to CASG as developed and drafted.</p>	s47G [REDACTED] – [REDACTED]	s47G [REDACTED] TBA	<p>Not to exceed</p> <p>s47G [REDACTED]</p>

DELIVERABLE	DELIVERY DATE	CONTACT/LEAD	PRICE (GST incl.)
PHASE 5	s47G [REDACTED] [REDACTED]		
<p>Continue to develop, deliver communications as per the communications strategy agreed in Phases 1-4.</p> <p>Deliverable 3 – Organisational Reform – CoE, SPOs, Balanced Matrix</p> <ul style="list-style-type: none"> - Develop communication action plan for overall communication of CoEs. - Provide advice and support to all CoEs as requested. - Develop individual communication action plans for the following CoEs; Commercial, Corporate Support, Decision Support, Engineering & Technical - Provide advice on overall communication strategy and products to Materiel Logistics and Program Management - Develop communication action plan for SPO reform activities - Develop 'Better because' messaging, to communicate the benefits and to assist in embedding the balanced matrix organisational structure via communication products. - Develop and deliver products to support the implementation of Centres of Expertise, Systems Program Offices and the balanced matrix structure. - Strategy, plans and products for the Business Framework (includes Business Management Review, Business Management System) as required. <p>All plans, products and artefacts to be delivered to CASG as developed and drafted.</p>	s47G [REDACTED] [REDACTED]	s47G [REDACTED]	<p>Not to exceed</p> <p>s47G [REDACTED]</p>

DELIVERABLE	DELIVERY DATE	CONTACT/LEAD	PRICE (GST incl.)
PHASE 5	s47G [REDACTED] [REDACTED]		
Deliverable 4 – Benchmarking <ul style="list-style-type: none"> - Conduct focus groups with key Defence personnel at beginning and end of reform communication to evaluate effectiveness of strategy. - Analyse findings from focus groups and interviews. - Evaluation report. 	s47G [REDACTED] [REDACTED]	s47G [REDACTED]	Not to exceed s47G [REDACTED]
Deliverable 5 – Management Reserve <ul style="list-style-type: none"> - Additional funds to be used for content development and design, this may include but is not limited to: - Posters, fact sheets, case studies, Senior Executive messages, presentations, speeches, information kits, video, media materials, talking points, corporate campaigns. <p>All plans, products and artefacts to be delivered to CASG as developed and drafted.</p>	s47G [REDACTED] [REDACTED]		Not to exceed s47G [REDACTED]
SUB-TOTAL PHASE 5			s47G [REDACTED] (GST inclusive)

File Reference: AB31311473

Contentgroup

s47G

Level 3, City Walk Centre
2 Mort Street ACT 2601

**RFQTS 15475 - CONTRACT CHANGE PROPOSAL NO 4 - REQUEST TO
EXTEND A CONTRACT UNDER THE CAS-SS PANEL DEED**

In accordance with Section 10.2.2 of the CAS-SS Panel Deed of Standing Offer, I am writing to extend an existing contract under RFQTS 15475 on the CAS-SS Panel.

BACKGROUND

1. A Request For Quotation and Tasking Statement (RFQTS 15475) was released to the Contentgroup on 7 October 2016 requesting communication services. The contract for services is to provide eight months of support to communicate CASG Reform activities. The contract consists of three Phases:

- a. Phase one: 21 November 2016 to 28 February 2017
- b. Phase two: 1 March 2017 to 30 April 2017
- c. Phase three: 1 May 2017 to 30 June 2017.

CHANGE PROPOSAL

2. Clause 5.1 states that subject to satisfactory performance and project status, the Commonwealth may, by written notice to the Contractor, extend the term of the Contract by:

s47G

3. s47G

OLD TEXT

RFQTS 15475, Clause 5.1 – End Date 30 June 2017

NEW TEXT

RFQTS 15475, Clause 5.1 – s47E

RECOMMENDATION

In accordance with clause 10.2.2 of the CAS-SS Panel Deed it is recommended that the CAS-SS Panel Deed Manager agree to the above proposed change to RFQTS 15475 and the Service Providers Representative note the change.

Yours sincerely

s22

Edward Louis
AS Business Management Branch
CASG
Telephone: s22
Email: Edward.louis@defence.gov.au

30 May 2017

RFQTS Number: 15475

CCP Number: 4

COMPLIANCE WITH CLAUSE 10.2. OF THE CAS-SS PANEL DEED ACKNOWLEDGEMENT	SERVICE PROVIDER
Name:	Company: Contentgroup
Position: CAS-SS Panel Deed Manager	Name: s47G
Signature:	Position: CEO
Phillip. Hall1 Digitally signed by Phillip.Hall1 DN: c=AU, o=GOV, ou=DoD, ou=PKI, ou=Personnel, cn=Phillip.Hall1 Date: 2017.05.31 10:57:55 +10'00'	Signature:
	Date: / /

Lanyards

FOI 373/16/17
Item 2 Serial 1

NSN	ROB #	Full Description	Delivery	Unit Cost	Indicative Qty	Value EX GST	Value INC GST	Last Bought
660113432	22	LANYARD, PISTOL, WHITE, COTTON	s47G					
660130916	22	LANYARD, WHISTLE, BRAIDED, BLUE BLACK, RAE						
660130919	23	LANYARD, WHISTLE, BRAIDED, DULL CHERRY, RAAMC						
660130924	31	LANYARD, WHISTLE, BRAIDED, RIFLE GREEN, 3 RAR, 51 FNQR, MUR						
660130926	54	LANYARD, WHISTLE, BRAIDED SCARLET, C OF SC (SOVEREIGN'SCO), RAINF, CDO, 25 RQR, WAUR, QACTU, RAAOC, ARES OCTU (SNR CL)						
660130928	31	LANYARD, WHISTLE, BRAIDED, WHITE, RAA						
660130929	55	LANYARD, WHISTLE, BRAIDED, YELLOW, RAAC						
660183362	40	LANYARD, WHISTLE, BRAIDED, GARTER BLUE, 1 RAR, SASR, 1 CDO, 9RQR, 1RVR						
660187994	50	LANYARD, WHISTLE, BRAIDED, BOTTLE GREEN, AIC, PRS						
660665546	17	LANYARD, WHISTLE, BRAIDED, BLACK AND SCARLET, RACMP						
660665630	63	LANYARD, WHISTLE, LAID, SCARLET AND DARK BLUE, RACT						
661228282	20	LANYARD, WHISTLE, BRAIDED, GOLD AND KHAKI, 5/6 RVR						
661406254	22	LANYARD, WHISTLE, BRAIDED, SCARLET AND SLATE GREY, RAANC						
661406255	21	LANYARD, WHISTLE, BRAIDED, BOTTLE GREEN AND GOLD AAPRS						

s47G

Lanyards - Blashki Quotation dated 21 Apr 16

NSN	Full Description	Delivery	Unit Cost	Indicative Qty	Value EX GST	Value INC GST	Last Bought
660113432	LANYARD, PISTOL, WHITE, COTTON	s47G					
660130916	LANYARD, WHISTLE, BRAIDED, BLUE BLACK, RAE						
660130919	LANYARD, WHISTLE, BRAIDED, DULL CHERRY, RAAMC						
660130924	LANYARD, WHISTLE, BRAIDED, RIFLE GREEN, 3 RAR, 51 FNQR, MUR						
660130926	LANYARD, WHISTLE, BRAIDED SCARLET, C OF SC (SOVEREIGN'SCO), RAINF, CDO, 25 RQR, WAUR, QACTU, RAAOC, ARES OCTU (SNR CL)						
660130928	LANYARD, WHISTLE, BRAIDED, WHITE, RAA						
660130929	LANYARD, WHISTLE, BRAIDED, YELLOW, RAAC						
660183362	LANYARD, WHISTLE, BRAIDED, GARTER BLUE, 1 RAR, SASR, 1 CDO, 9RQR, 1RVR						
660187994	LANYARD, WHISTLE, BRAIDED, BOTTLE GREEN, AIC, PRS						
660665546	LANYARD, WHISTLE, BRAIDED, BLACK AND SCARLET, RACMP						
660665630	LANYARD, WHISTLE, LAID, SCARLET AND DARK BLUE, RACT						
661228282	LANYARD, WHISTLE, BRAIDED, GOLD AND KHAKI, 5/6 RVR						
661406254	LANYARD, WHISTLE, BRAIDED, SCARLET AND SLATE GREY, RAANC						
661406255	LANYARD, WHISTLE, BRAIDED, BOTTLE GREEN AND GOLD AAPRS						

s47G

Burton, Mandy MS

From: Sher, Steven MR 1
Sent: Thursday, 25 May 2017 2:08 PM
To: Weeratunge, Mali MRS
Subject: RE: Price Query - Lanyards [SEC=UNCLASSIFIED]
Attachments: Lanyards Quote.xls

UNCLASSIFIED

Hi Mali,

As shown attached, I can confirm that this quote represents that given by the supplier (below) on 21 Apr 17.

Regards,

Steve

Steven Sher
Inventory | Accoutrements & NCC Footwear Fleet
Clothing SPO | Integrated Soldier Systems Branch
Land Systems Division | Capability Acquisition Sustainment Group
Email: steven.sher1@defence.gov.au
Telephone: (03) 9282 5934
Intranet: [Clothing Systems Program Office](#)

From: Sher, Steven MR 1
Sent: Monday, 24 April 2017 11:30
To: s47G s47G
Cc: Buissink, Frans MR
Subject: RE: Price Query - Lanyards [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi s47G

Thank you for the updated information re pricing.
We'll be in touch if procurement action is required.

Regards,

Steve

Steven Sher
Inventory | Accoutrements & NCC Footwear Fleet
Clothing SPO | Integrated Soldier Systems Branch
Land Systems Division | Capability Acquisition Sustainment Group
Email: steven.sher1@defence.gov.au
Telephone: (03) 9282 5934
Intranet: [Clothing Systems Program Office](#)

From: s47G
Sent: Friday, 21 April 2017 19:13
To: Sher, Steven MR 1; s47G
Cc: Buissink, Frans MR

27/06/2017

Subject: Re: Price Query - Lanyards [SEC=UNCLASSIFIED]

Hi Steve

Worksheet as requested attached for your information.

s47G

Regards

s47G

P. Blashki & Sons Pty Ltd

From: "Sher, Steven MR 1" <steven.sher1@defence.gov.au>

Date: Thursday, 20 April 2017 11:55 am

To: s47G 47G

Cc: "frans.buissink@defence.gov.au" <frans.buissink@defence.gov.au>

Subject: Price Query - Lanyards [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hello Phil and David,

RE: Lanyards

Clothing SPO is seeking to obtain current relevant prices for the items attached (quantities shown are indicative only).

Please could you:

- Populate the attached spreadsheet and then send back to our office.
- Provide estimated delivery timeframe required.

Kind Regards,

Steve

Steven Sher

Inventory | Accoutrements & NCC Footwear Fleet

Clothing SPO | Integrated Soldier Systems Branch

Land Systems Division | Capability Acquisition Sustainment Group

Email: steven.sher1@defence.gov.au

Telephone: (03) 9282 5934

Intranet: [Clothing Systems Program Office](#)

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27/06/2017

DEPARTMENT OF DEFENCE



Australian Government
Department of Defence

Purchase Order and Contract - Original

Purchase Order Number: CC34N9
Version Number: 0001

Order Date: 25/05/2017

JOINT LOG UNIT-VIC (BANDIANA) AABD (Z1)
JLU-VIC BANDIANA
W/HSE 1, WADSWORTH BKS
BANDIANA VIC 3694
VC 3694
AUSTRALIA

ABN: 68 706 814 312

Supplier: Z2551
P. BLASHKI AND SONS PTY LTD
UNIT 12 / 5 KELLETS RD
ROWVILLE VIC AUSTRALIA
3178
AUSTRALIA

Bill To: **DEPARTMENT OF DEFENCE**
ACCOUREMENTS VBM-H4W
256-310 ST KILDA RD
SOUTHBANK VIC
3006

Ship To: **JLU (V) BANDIANA EAST WHS 2**
JLU (V) WHSE 02 WHYTES RD BANDIANA
EAST
FOR DEL: jluvb.lincofreight@defence.gov.au
BANDIANA VIC 3691 AUSTRALIA

Attention: s47G
Ph:
Fax:
Email:

Buyer: WEERATUNGE, MALI
Ph: 03 9282 3943
Fax: 03 9282 5983
Email: CLOSPO.Procurement@defence.gov.au

Freight Option: FREE INTO STORE

Buyer Currency: AUD

Comments: Order raised in accordance with the Quote from P. Blashki & Sons Pty Ltd s47G
Quantity two pre-production samples of each style are to be submitted for assessment prior to bulk delivery. No test reports are required for this order.

Item	Description	Qty	UOP	Delivery Date	Unit Price (\$A Duty Paid, GST exclusive)	Item Subtotal (\$A Duty Paid, GST exclusive)
001	NSN: 8465/660113432 s47G LANYARD, PISTOL ; WHITE, COTTON Code Z0542 Mnemonic Name CONFIGURATION MANAGEMENT CENTRE SPECIFIC Part Number DEF(AUST)8917					
002	NSN: 8465/660130916 s47G LANYARD, WHISTLE ; BRAIDED, BLUE BLACK, RAE Code Mnemonic Name Part Number					

PO Number: CC34N9

Item	Description	Qty	UOP	Delivery Date	Unit Price (\$A Duty Paid, GST exclusive)	Item Subtotal (\$A Duty Paid, GST exclusive)
	Z0542 CONFIGURATION MANAGEMENT CENTRE SPECIFIC		DEF(AUST)8907			
003	NSN: 8465/660130919 LANYARD, WHISTLE ; BRAIDED, DULL CHERRY, RAAMC Code Z0542 Mnemonic Name CONFIGURATION MANAGEMENT CENTRE SPECIFIC Part Number DEF(AUST)8907		s47G			
004	NSN: 8465/660130924 LANYARD, WHISTLE ; BRAIDED, RIFLE GREEN, 3 RAR, 51 FNQR, MUR Code Z0542 Mnemonic Name CONFIGURATION MANAGEMENT CENTRE SPECIFIC Part Number DEF(AUST)8907		s47G			
005	NSN: 8465/660130926 LANYARD, WHISTLE ; BRAIDED SCARLET, C OF SC (SOVEREIGN'SCO), RAINF, CDO, 25 RQR, WAUR, QACTU, RAAOC, ARES OCTU (SNR CL) Code Z0542 Mnemonic Name CONFIGURATION MANAGEMENT CENTRE SPECIFIC Part Number DEF(AUST)8907		s47G			
006	NSN: 8465/660130928 LANYARD, WHISTLE ; BRAIDED, WHITE, RAA Code Z0542 Mnemonic Name CONFIGURATION MANAGEMENT CENTRE SPECIFIC Part Number DEF(AUST)8907		s47G			
007	NSN: 8465/660130929 LANYARD, WHISTLE ; BRAIDED, YELLOW, RAAC Code Z0542 Mnemonic Name CONFIGURATION MANAGEMENT CENTRE SPECIFIC Part Number DEF(AUST)8907 Contract Reference: J3699 / 699 / 0000		s47G			
008	NSN: 8465/660183362 LANYARD, WHISTLE ; BRAIDED, GARTER BLUE, 1 RAR, SASR, 1 CDO, 9RQR, 1RVR Code Mnemonic Name Part Number		s47G			

PO Number: CC34N9

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Page 2 of 10

PO Number: CC34N9

Item	Description	Qty	UOP	Delivery Date	Unit Price (\$A Duty Paid, GST exclusive)	Item Subtotal (\$A Duty Paid, GST exclusive)
	Z0542 CONFIGURATION MANAGEMENT CENTRE SPECIFIC			DEF(AUST)8907		
009	NSN: 8465/660187994 LANYARD, WHISTLE ; BRAIDED, BOTTLE GREEN, AIC, PRS Code Z0542 Mnemonic Name CONFIGURATION MANAGEMENT CENTRE SPECIFIC		s47G			
010	NSN: 8465/660665546 LANYARD, WHISTLE ; BRAIDED, BLACK AND SCARLET, RACMP Code Z0542 Mnemonic Name CONFIGURATION MANAGEMENT CENTRE SPECIFIC		s47G			
011	NSN: 8465/660665630 LANYARD, WHISTLE ; LAID, SCARLET AND DARK BLUE, RACT Code Z0542 Mnemonic Name CONFIGURATION MANAGEMENT CENTRE SPECIFIC		s47G			
012	NSN: 8465/661228282 LANYARD, WHISTLE ; BRAIDED, GOLD AND KHAKI, 5/6 RVR Code Z0542 Mnemonic Name CONFIGURATION MANAGEMENT CENTRE SPECIFIC		s47G			
013	NSN: 8465/661406254 LANYARD, WHISTLE ; BRAIDED, SCARLET AND SLATE GREY, RAANC Code Z0542 Mnemonic Name CONFIGURATION MANAGEMENT CENTRE SPECIFIC		s47G			
014	NSN: 8465/661406255 LANYARD, WHISTLE ; BRAIDED, BOTTLE GREEN AND GOLD AAPRS Code Mnemonic Name Part Number		s47G			

PO Number: CC34N9

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Page 3 of 10

PO Number: CC34N9

Item	Description	Qty	UOP	Delivery Date	Unit Price (\$A Duty Paid, GST exclusive)	Item Subtotal (\$A Duty Paid, GST exclusive)
Z0542	CONFIGURATION MANAGEMENT CENTRE SPECIFIC		DEF(AUST)8907			

This Purchase Order and Contract is issued on the terms set out in the General Conditions of Contract for the Supply of Goods and Repair Services and any special conditions attached by the Commonwealth.

Purchase Order Summary

Total Number Of Items : 0014

Total Value (\$A Duty Paid, GST exclusive) :
\$47G

Appendix 1

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:

- a. Special Conditions;
- b. Purchase Order (other than the Special Conditions); and
- c. 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:

a. 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

b. 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 30 days after receiving a correctly rendered invoice in accordance with clause 10.

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

a. at the time of delivery of the Supplies where the invoice is supplied:

- (i) prior to delivery of the Supplies; or
- (ii) at the time of delivery of the Supplies; or

b. 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 30 days after the date of receipt and the Contract Price is valued up to and including 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\$10.

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

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

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For suppliers of Goods and/or Services where the purchase order originated from the Military Integrated Logistics Information System (MILIS), all invoices must be submitted via either the WebView web portal or direct integration channel.

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:

- a. 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
- b. 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:

- a. the Supplier:
 - (i) does not deliver all of the Supplies and, if applicable, the Repairable Item to the Delivery Location by the relevant Delivery Date; or
 - (ii) 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;

- b. the Commonwealth rejects any of the Supplies in accordance with clause 7;
- c. the Supplier breaches the Contract and the breach is not capable of remedy;
- d. the Supplier does not remedy a breach of the Contract which is capable of remedy within the period specified by the Commonwealth in a notice of default issued by the Commonwealth to the Supplier requiring the Supplier to remedy the breach;
- e. the Supplier becomes bankrupt or insolvent; 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 purposes of this clause.

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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 were 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 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 any 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.

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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.

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.

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.

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.

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 person's 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 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
- 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:

- c. full details of the 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.

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

e. at the time of provision to the Commonwealth the 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.

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.

"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).

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"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).



GENERAL SOFT FURNISHINGS SURVEY FORM

FOI 373/16/17
Item 3 Serial 1

SHIP		SHIPS POINT OF CONTACT DETAILS		TM200 # H174D6026				
HMAS Newcastle		NAME: POSC Dean Wallington E-MAIL: dean.wallington@fleet.defence.gov.au		PHONE: 02 9359 1121 FAX:				
DATE:	08May17				PAGE:	1	of	1

AREA SURVEYED	ITEM SURVEYED	QTY	CONDITION	RECOMMENDATION
2 Mess	Cushions		Cushions are in state of disrepair/foam insert has collapsed / soiled and worn	Replacement
3 Aft Mess	Cushions		Cushions are in state of disrepair/foam insert has collapsed / soiled and worn	Replacement
3 Fwd Mess	Cushions		Cushions are in state of disrepair/foam insert has collapsed / soiled and worn	Replacement

	<u>NAME</u>	<u>RANK</u>	<u>SIGNATURE</u>	<u>DATE</u>
INSPECTED BY SHIPS REP:	Loveday	CPOML-SC	s22 [Redacted Signature]	08 May 17
SHIPS MARITIME LOGISTICS OFFICER:	Southwood	LCDR	[Redacted Signature]	08 May 17
	<u>NAME</u>	<u>RANK</u>	<u>SIGNATURE</u>	<u>DATE</u>
SPO ENDORSEMENT:	Ben Cleary	LEUT	s22 [Redacted Signature]	08 May 17



DANIEL'S QUALITYTM
UPHOLSTERY

FOI 373/16/17

Item 3 Serial 2

Daniel's Quality

Upholstery

DQU PTY LTD

20/29 Coombes Drive

Penrith NSW 2750

Australia

Phone: (02) 4721 4313

info@danielsqualityupholstery.com.au

www.danielsqualityupholstery.com.au

ABN: 51 611 812 429

Quote: 169

Quote

Quote date: 18/05/2017

Bill to:
Department Of Defence

Expiry:
17/06/2017

ITEM	DESCRIPTION		UNITS	UNIT PRICE (ex GST)	TAX TYPE	AMOUNT (ex GST)
	Supply of new cushions for 2 Mess. (Galaxy Pebble)	Qty	s47G		GST	s47G
	Supply of new cushions for 3 AFT Mess. (Galaxy Ink)	Qty			GST	
	Supply of new cushions for 3 FWD Mess. (Globe Shadow)	Qty			GST	
	Supply of commercial grade fire rated seat foams @100mm cut to size	Qty			GST	
	Supply of commercial grade fire rated back foams @70mm cut to size	Qty			GST	
	Supply of commercial fire rated fabric with Velcro attachment to backs	Qty			GST	
	Install of new Velcro to substrates and install of cushions	Qty			GST	
	Disposal of old cushions	Qty			GST	
	Pick up & delivery free of charge	Qty			GST	

Sub-Total (ex GST): s47G

GST:

TOTAL (inc GST):

Notes

Terms & Conditions

s47G

AE 643
Revised 18 Jan 17

Defence Purchasing

Information in this form is interactive, it is important to answer all questions in the sequence they appear as data requirements change based on selections.

The form is divided into a number of basic segments being [Logic Decisions](#), [About the Process](#), [About the Contract](#), [Approvals](#) and [Financial information](#), further guidance to support completion of the form is available.

Blue text on the form represents hyperlinks to further guidance.
Red (*) denotes mandatory fields

[Transaction type](#) *

- ☒ New contract ☐ New contract under a Standing Offer (SON) or Multi-Use List (MUL) ☐ Edit, amend or change an existing contract or purchase order

[Total contract value in AUD including GST \(Threshold bracket\)](#) *

- ☐ Under \$10K ☒ \$10K - \$80K ☐ \$80K - \$200K ☐ \$200K - \$1m ☐ \$1m - \$7.5m ☐ Over \$7.5m

[Primary Financial Commitment Reporting Category](#) *

Purchase or Repair Inventory (Item of Supply)

[Will the Purchase Order be raised in MILIS?](#) *

- ☒ Yes ☐ No

[Do the standard SP 020 Terms and Conditions represent the contract?](#) *

- ☐ Yes ☒ No

About the Process

[Was AusTender used to approach the market?](#) *

- ☐ Yes ☒ No

RFT/RFQ reference number

Quote 169

What Approach To Market (ATM) type was used? *

Request for Quotation (RFQ)

[Procurement method used?](#) *

- ☒ Limited tender ☐ Prequalified tender

[What template type was used](#) *

ASDEFCON

About the Contract

[What is the most relevant Product or Services Category? \(UNSPSC\)](#) *

25111900



[Short contract description for reporting purposes](#) (Do not use acronyms) *

Replacement cushions for a ship

[Vendor number](#)

Search vendors

ABN *

Vendor name *

Z0SD4

51 611 812 429

DANIEL'S QUALITY UPHOLSTERY

[Total Value of Contract inclusive of GST, in AUD](#) *

[Contract start date](#) *

[Planned Contract end date](#) *

\$15,323.00

18 May 17

25 Jun 17

[Is the majority of the contract for consultancy services?](#) *

☐ Yes

☒ No

[Are there any confidentiality provisions identified in the contract?](#) *

☐ Yes

☒ No

[Is this contract suitable for publication on AusTender?](#) *

☒ Yes

☐ No

[AusTender contact area responsible for the contract - \(Contact code\)](#) * (To display long text description, click drop down arrow and select contact code from list)

[Office postcode](#) *

0659 - MARITIME SYSTEMS DIVISION

2011

Approvals

Number of suppliers invited to quote/tender *

1

Number of quotes/tenders received *

1

[Are there any options to extend the duration of the contract?](#) *

☒ Yes

☐ No

Maximum duration *

09 Jul 17

[Was an endorsement to proceed obtained before approaching the market?](#) *

☐ Yes

☒ No

[Was a Section 23 Template used to document the exercised delegation?](#) *

☐ Yes

☒ No

[Value for Money assessment statement](#) *

Daniel's Quality Upholstery is an approved defence supplier. They have supplied cushions to defence in the past to an acceptable standard

Streamlined MILIS Simple Use Case *

User Case 4



Value of funds reserved/available in AUD including GST

s47G

Reference number

Eric Schweiger email dated 29/5/17

Was an Indigenous business provided the opportunity to quote? *

☐ Yes☒ No

Are you aware of any Indigenous subcontractors? *

☐ Yes☒ No

Delivery

Enter Australian delivery location postcode for the majority of the Contract

2011

Delivery address (where delivery is required)

**HMAS NEWCASTLE - FLEET BASE EAST
GARDEN ISLAND FLEET BASE EAST
POTTS POINT NSW 2011**

Special delivery instructions

Clauses: C012, C014

MILIS Purchase Order*All pricing at line level is GST exclusive in the identified source currency.*

District	Validity start date	Validity end date	Target value (GST Inc)	Cumulative total (GST Ex)	Currency	Exchange rate
AAML	18 May 17	25 Jun 17	\$15,323.00	\$13,930.00	AUD	

Supplier *

Z0SD4 DANIEL'S QUALITY UPHOLSTERY

Freight

FS

Comments to be included in the header of the MILIS Purchase Order (Note: This will be included on the printed MILIS PO)

This service order has been raised to cover the costs of new cushions to be supplied to HMAS Newcastle to replace worn cushions currently onboard HMAS Newcastle as per quote ref. 169 dated 18 May 17

Line number	Specification data	Short text description	Stock code	Quantity UOP	Quantity UOI	Gross price GST Exclusive	Price code	Price effective date	Standard pack	Delivery	Lead time	Costing indicator	Warehouse	GL Code	Cost Centre Code	WBS
1			Service Order	1	EA	\$13,930.00	VP	18 May 17	EA	1062	24 Days	N		22070	231631	00128090

Commitment Approver [FINMAN 2 - Schedule 1](#)

The Commitment Approver delegation is to be signed where the delegations HAVE NOT been exercised elsewhere, and, by signing the officer:

- is exercising the Section 23(3) Commitment Approver delegation and confirms that the commitment of relevant money complies with the requirements of FINMAN 2; and
- confirms that the information provided is an accurate reflection of the arrangement and is authorised for release to the general public and that they are familiar with internal guidance in the Defence Procurement Policy Manual (Chapter 5.8) and on the AusTender Publishing website.

I confirm that the information provided is an accurate reflection of the contract/amendment and is authorised for release to the general public. Where necessary I have consulted internal guidance as available at the Defence Procurement Policy Manual (Chapter 5.8) and the AusTender Publishing website.



Employee ID *	Rank or level *	Position number *	Position title *	Printed name *	Date form signed*
s22	LEUT	188642	Sustainment Manager	Benjamin Cleary	29 May 17

Signature *

benjamin.cleary1

Digitally signed by benjamin.cleary1
DN: c=AU, o=GOV, ou=DoD, ou=PKI,
ou=Personnel, cn=benjamin.cleary1
Date: 2017.05.29 12:40:19 +10'00'



From: Daniel's Quality Upholstery s47G
Sent: Wednesday, 7 June 2017 9:04 AM
To: Hasler, Rian MR 1
Subject: Re: New Cushions for HMAS Newcastle [SEC=UNCLASSIFIED]
Hi Rian,

My luck. I might have to measure up on s47E

Regards,

s47G

Director

Daniel's Quality Upholstery

P: (02) 4721 4313 M s47G
Unit 20/29 Coombes Drive Penrith, N.S.W 2750
www.danielsqualityupholstery.com.au

On 7 Jun 2017, at 9:00 am, Hasler, Rian MR 1 <rian.hasler1@defence.gov.au> wrote:

UNCLASSIFIED

Hi s47G

No worries mate,

s47E

Thanks,

Rian Hasler
Purchasing Team Leader
FFG Uniques
BAE Systems Australia

T: +61 2 9359 2229 | M: s22

E: rian.hasler1@defence.gov.au, s47G

Level 3, Bldg 89/90
Garden Island Dockyard

Woollomooloo NSW 2011

s47G

From: Daniel's Quality Upholstery s47G
Sent: Wednesday, 7 June 2017 08:58
To: Hasler, Rian MR 1
Subject: Re: New Cushions for HMAS Newcastle [SEC=UNCLASSIFIED]

Hi Rian,

That's fine. I'm installing the Newcastle cushions today and measuring up Melbourne while I'm there. Will have it completed by the 13th of June.

I will send you the quote this afternoon. If you can give me the okay as soon as possible so I can have it done quickly for them.

Regards,

s47G [REDACTED]

Director

Daniel's Quality Upholstery

P: (02) 4721 4313 M: s47G [REDACTED]

Unit 20/29 Coombes Drive Penrith, N.S.W 2750

www.danielsqualityupholstery.com.au

On 7 Jun 2017, at 8:42 am, Hasler, Rian MR 1 <rian.hasler1@defence.gov.au> wrote:

<!--[if mso 9]--> <!--[endif]-->

UNCLASSIFIED

Hi s47G [REDACTED]

I've pushed the delivery date for the cushions out to July due to our finance dept not processing any invoices this month.

How did you get on with the curtain for HMAS Melbourne?

Thanks,

Rian Hasler

Purchasing Team Leader

FFG Uniques

BAE Systems Australia

T: +61 2 9359 2229 | s22 [REDACTED]

E: rian.hasler1@defence.gov.au, s47G [REDACTED]

Level 3, Bldg 89/90

Garden Island Dockyard

Woollomooloo NSW 2011

s47G [REDACTED]

From: Daniel's Quality Upholstery s47G [REDACTED]

Sent: Monday, 29 May 2017 13:43

To: Hasler, Rian MR 1

Subject: RE: New Cushions for HMAS Newcastle [SEC=UNCLASSIFIED]

<image001.gif>

Thanks Rian.

Regards,

s47G [REDACTED]

Director

<image002.jpg>

20/29 Coombes Drive Penrith, NSW 2750

P: (02) 4721 4313 s47G

www.danielsqualityupholstery.com.au

From: Hasler, Rian MR 1 [<mailto:rian.hasler1@defence.gov.au>]

Sent: Monday, 29 May 2017 1:41 PM

To: 'Daniel's Quality Upholstery' s47G >

Subject: RE: New Cushions for HMAS Newcastle [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi s47G,

I've raised the order for the cushions. PO DNMWGO.

I've also attached the service delivery certificate to be filled out by ship staff once the work is completed.

Please send this certificate completed with your invoice to ensure payment for your services.

Your POC details for the ship are below. If you have any other questions, please let me know

Thanks,

Rian Hasler

Purchasing Team Leader

FFG Uniques

BAE Systems Australia

T: +61 2 9359 2229 | s22

E: rian.hasler1@defence.gov.au, s47G

Level 3, Bldg 89/90

Garden Island Dockyard

Woollomooloo NSW 2011

s47G

From: Daniel's Quality Upholstery s47G]

Sent: Thursday, 18 May 2017 15:19

To: Hasler, Rian MR 1

Subject: RE: New Cushions for HMAS Newcastle [SEC=UNCLASSIFIED]

Hi Rian,

Please find attached quote for supply of new cushions for HMAS Newcastle.

s47E so if we can get an okay from you as soon as possible we should be able to have it all completed on time.

I have reserved all the fabrics and they are all in stock ready to go.

Talk soon.

s47E

. Just waiting on the POC to confirm. Katrina Burkett has left the ship so we have been appointed a new contact. Terri Jenkin.

Regards,

s47G

Director

<image002.jpg>

20/29 Coombes Drive Penrith, NSW 2750

P: (02) 4721 4313 s47G

www.danielsqualityupholstery.com.au

From: Hasler, Rian MR 1 [<mailto:rian.hasler1@defence.gov.au>]

Sent: Tuesday, 9 May 2017 8:46 AM

To: 'Daniel's Quality Upholstery' s47G

Subject: New Cushions for HMAS Newcastle [SEC=UNCLASSIFIED]

UNCLASSIFIED

Morning s47G

HMAS Newcastle are in need of new cushions to be supplied to 2 Mess, 3 Aft Mess and 3 Fwd Mess areas aboard the ship

Can you provide me with a quote for supplying cushions to the above areas of the ship

Your POC for the ship is Dean Wallington, dean.wallington@fleet.defence.gov.au Ph: 02 9359 1121

If you have any questions, please don't hesitate to get in contact with me

Thanks,

Rian Hasler

Purchasing Team Leader

FFG Uniques

BAE Systems Australia

T: +61 2 9359 2229 | s22

E: rian.hasler1@defence.gov.au s47G

Level 3, Bldg 89/90

Garden Island Dockyard

Woollomooloo NSW 2011

s47G

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s22



From: Hasler, Rian MR 1
Sent: Wednesday, 7 June 2017 14:57
To: FOSC-AP
Subject: FW: Invoice for order DNMWGO [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi Team,

Please find attached invoice and service delivery certificate for PO DNMWGO

Thanks,

Rian Hasler
Purchasing Team Leader
FFG Uniques
BAE Systems Australia

T: +61 2 9359 2229 | **M:** s22 |
E: rian.hasler1@defence.gov.au s47G
Level 3, Bldg 89/90
Garden Island Dockyard
Woollomooloo NSW 2011

s47G

From: Daniel's Quality Upholstery s47G]

Sent: Wednesday, 7 June 2017 14:36

To: Hasler, Rian MR 1

Subject: Invoice for order DNMWGO

Hi Rian,

Please find attached invoice along with service certificate for works completed on board HMAS Newcastle.

Regards,

s47G

Director



20/29 Coombes Drive Penrith, NSW 2750

P: (02) 4721 4313 M: s47G

www.danielsqualityupholstery.com.au

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IMPORTANT: This email remains the property of the Department of Defence and is subject to the jurisdiction of section 70 of the Crimes Act 1914. If you have received this email in error, you are requested to contact the sender and delete the email.

Lucy Skorupa

Case Manager

Freedom of Information

Information Management and Access

Governance & Reform Division

Department of Defence

CP1-6-A007

PO Box 7910 Canberra ACT 2610

P: (02) 6266 3664

SERVICE CERTIFICATE

HMAS Newcastle

Att: CPOML-SC A J Loveday, aaron.loveday1@fleet.defence.gov.au

Ph: 02 9359 1121

IAW TM200: H162D4083 R4005115

**This completed form is proof of delivery of services, once
completed forward by email to:**

ffg.uniques@defence.gov.au

Attention: Rian Hasler

rian.hasler1@defence.gov.au

**REF: ORDER NUMBER DNMWGO SUPPLIER IS DANIEL'S QUALITY
UPHOLSTERY PTY LTD, TELEPHONE: 02 4721 4313**

**I certify the cushions on this order have been supplied onboard
HMAS Newcastle work has been completed to full satisfaction**

(Signed).....

(Printed Name).....

(Rank / Designation).....

(Date).....

***** TO ENABLE RECEIPTING & PROMPT PAYMENT OF INVOICES THIS
CERTIFICATE SHOULD BE DELIVERED WITH THE GOODS, COMPLETED BY
SHIP'S STAFF ON SITE AND RETURNED AS ABOVE**



DANIEL'S QUALITYTM
UPHOLSTERY

FOI 373/16/17

Item 3 Serial 5

Daniel's Quality

Upholstery

DQU PTY LTD

20/29 Coombes Drive

Penrith NSW 2750

Australia

Phone: (02) 4721 4313

info@danielsqualityupholstery.com.au

www.danielsqualityupholstery.com.au

ABN: 51 611 812 429

Invoice: IV00000000247

Tax Invoice

Invoice date: 07/06/2017

Bill to:
Department Of Defence

Due:
07/07/2017

Purchase Order:
DNMWGO

ITEM	DESCRIPTION		UNITS	UNIT PRICE (ex GST)	TAX TYPE	AMOUNT (ex GST)
	Supply of new cushions for 2 Mess.	Qty	s47G		GST	s47G
	Supply of new cushions for 3 AFT Mess.	Qty			GST	
	Supply of new cushions for 3 FWD Mess.	Qty			GST	
	Supply of commercial grade fire rated seat foams @100mm cut to size	Qty			GST	
	Supply of commercial grade fire rated back foams @70mm cut to size	Qty			GST	
	Supply of commercial fire rated fabric with Velcro attachment to backs	Qty			GST	
	Install of new Velcro to substrates and install of cushions	Qty			GST	
	Disposal of old cushions	Qty			GST	
	Pick up & delivery free of charge	Qty			GST	

Sub-Total (ex GST):

GST:

Total (inc GST):

Amount Paid:

AMOUNT DUE:

s47G

Notes

Terms & Conditions

s47G

s47G



MAINTENANCE CONTROL RECORD

Ship Name HMAS NEWCASTLE	TM200 Number H174D6026	Date 8/05/2017	Is Docking Required? N
CMC/LCN 1062-OKA01	Equipment/System BERTHING AND MESSING SPACES		URDEF Number R6010799

Task Summary

REPLACEMENT OF SOFT FURNISHING TO LOUNGE IN JS MESS

Cause of Defect/Failure

FAIR WEAR AND TEAR, SOILED

A. A concise statement of the work required.

SS TO:

1. PROVIDE ACCESS TO 3FWD, 3AFT AND 2 MESS AREA FOR DURATION OF TASK.
2. ENSURE ALL MESS MEMBERS PERSONAL GEAR IS CLEAR OF AREA
3. LIAISE WITH HEAD OF EACH MESS PRIOR TO COMMENCEMENT OF TASK, TO ENSURE CLOSEST COLOUR MATCH TO EXISTING SOFT FURNISHING
4. HEAD OF EACH MESS TO BE MADE AVAILABLE AS THE SHIP'S POINT OF CONTACT FOR ACCESS AND OVERSIGHT

SPO REQUESTED TO:

1. INSPECT AND SURVEY WORKSITE WITH RA, THESE ARE TO BE HOLD POINTS, UPON:
 - A. SURVEY BUNK CURTAINS AND SECURING RAILS
 - B. SURVEY SOFT FURNISHING AND REPLACE AS REQUIRED TO LOUNGE AREA
2. INSPECT WORKSITE ON COMPLETION OF SITE CLEAN-UP.

RA TO:

1. LIAISE WITH SHIP STAFF 24 HOURS PRIOR TO COMMENCEMENT OF TASK TO DETERMINE EXACT QUANTITY OF MATERIALS REQUIRED, AND COLOUR MATCH REPLACEMENT OF SOFT FURNISHING WITH EXISTING DINING AND LOUNGE AREA.
2. REPLACE BUNK CURTAINS AND SECURING RAILS AS REQUIRED IN SLEEPING AREAS.
6. RA TO HAVE SHIP STAFF INSPECT WORKSITE UPON:
 - A. REMOVAL OF EXISTING CURTAINS AND RAILS IF REQUIRED UNDER SURVEY
 - B. INSTALLATION OF NEW BUNK CURTAINS AND RAILS
 - C. REPLACE ALL SOFT FURNISHINGS TO LOUNGE AREA
7. CLEAN UP AREA ON COMPLETION.
8. RECTIFY ANY DISCREPANCIES FOUND DURING SITE INSPECTION, REINSPECT WITH SHIP STAFF IF REQUIRED.

B. The suggested method of repair.

REPAIR BY REPLACEMENT

C. Preparatory work required for access.

SHIP STAFF TO REMOVE ALL PERSONAL GEAR FROM RESPECTIVE MESSES

D. Test and Inspections.

SPO & SHIP STAFF TO INSPECT SITE:

- A. REMOVE AND REPLACE ALL SOFT FURNISHINGS

E. Known spare gear or other material requirements including quantities, part numbers and stock numbers.

F. Associated requirements such as gas freeing or laboratory analysis.

N/A

G. All pertinent information such as pipe sizes, material and approximate lengths, number and type of valves, length and type of cables. In the case of deck covering, insulation, and painting, the area in square metres is to be given.

N/A

H. All drawing corrections required.
N/A

I. Associated planned maintenance to be conducted in conjunction with the repair.

J. Relevant documentation, pertinent drawing and handbook numbers and whether they are available onboard.

K. Physical location of equipment concerned, compartment identification number and descriptive title.
WARDROOM 1-160-0-L

L. An accurate description of the presence of any hazardous material in the working area or within equipment.
N/A

HOD/STO Authorisation

02C

HOD/STO Printed Name

Ship Contacts

BATTY

Phone Number(s)

0293591121

Availability for Repair

15 MAY - 11 JUN 17