

Contract

Your Response dated 08/08/2024 for RFQ ID RA000955 is accepted in accordance with this Contract.

This Contract is issued under the **Deed of Standing Offer (DoSO) SON4064333** for Official Gifts for Official Presentation. The Parties agree that by signing this Commonwealth Contract they enter into a Contract comprising of:

Form Title	Details
Deed of Standing Offer -	The DoSO and its terms, to the extent these apply
Contract Details Schedule	This form
Schedule 1 - Statement of Work	As agreed between the Parties
Schedule 2 - Additional Contract Terms	As agreed between the Parties
Commonwealth Contract Terms and the Commonwealth Contracting Suite Glossary and Interpretation	The Terms and Glossary in force at the RFQ Release Date apply. The Terms and Glossary are available here: (https://www.finance.gov.au/government/procurement/commonwealth-contracting-suite-ccs)

R.D.1 Contract Details

R.D.1(a)	Contract reference ID	CA005467
R.D.1(b)	Contract Start Date	15 August 2024
R.D.1(c)	Contract End Date	This Contract will terminate on 30 June 2028.
R.D.1(d)	Contract extension option	The Lead Customer may issue a Notice to exercise an Extension Option no less than 30 days prior to the End Date. This Contract may be extended, at the sole discretion of the Lead Customer, for a further three periods, with a 12 month duration each.

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues until the Contract End Date unless:

- a) it is terminated earlier; or
- b) there is a Contract extension option and this is exercised by the Customer, in which case the Contract will continue until the end of the extended time unless it is terminated earlier.

R.D.2 Customer's Particulars

R.D.2(a)	Customer Name	The Commonwealth of Australia as represented by the Department of the Prime Minister and Cabinet
R.D.2(b)	Customer ABN	18 108 001 191

R.D.3 Supplier's Particulars

R.D.3(a)	Supplier Name	The De Saumarez Group Pty Ltd as Trustee for the De Saumarez Group Unit Trust trading as Intandem
R.D.3(b)	Supplier ABN	78 870 806 708
R.D.3(c)	Supplier ACN	159 194 091

R.D.4 Notices under this Contract			
Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison, unless otherwise agreed.			
R.D.4(a)	Customer's Contract Manager	Name/Position:	s 22(1)(a)(ii)
		Postal Address:	1 National Circuit, Barton, ACT 2600
		Email:	s 47E(d) @pmc.gov.au
		Telephone:	s 22(1)(a)(ii)
R.D.4(b)	Supplier's Contract Manager	Name/Position:	s 47F
		Postal Address:	PO Box 267 Abbotsford, Vic, 3067
		Email:	s 47F @intandem.com.au
		Telephone:	s 47F

R.D.5 Invoices			
All invoices issued to the Lead Customer must be addressed to the addressee and issued by email as specified in R.D.5(a) below.			
R.D.5(a)	Lead Customer's Address for Invoices	Addressee Name/Position:	s 22(1)(a)(ii) Office Manager
		Email:	s 47E(d) @pmc.gov.au

R.D.6	Price							
	<table border="1"> <thead> <tr> <th>Total Contract Price</th> <th>GST Exclusive</th> <th>\$400,000</th> </tr> </thead> <tbody> <tr> <td>The maximum Contract Price inclusive of GST and all taxes and charges will not exceed this price</td> <td>GST Inclusive</td> <td>\$440,000</td> </tr> </tbody> </table>	Total Contract Price	GST Exclusive	\$400,000	The maximum Contract Price inclusive of GST and all taxes and charges will not exceed this price	GST Inclusive	\$440,000	
Total Contract Price	GST Exclusive	\$400,000						
The maximum Contract Price inclusive of GST and all taxes and charges will not exceed this price	GST Inclusive	\$440,000						
	Supplier claims for payment							
	<p>During the Contract term, the Supplier is entitled to claim for payment progressively up to the Total Contract Price for:</p> <ul style="list-style-type: none"> Official Gifts that have been invoiced, delivered and acquitted in accordance with the requirements of the DoSO and Statement of Requirements; and any fees incurred and payable during the Contract term in accordance with Annex 2 – Pricing Schedule of the DoSO. 							
R.D.7	Specified Personnel	As specified under D.D.3(c) Specified Personnel of the DoSO.						
R.D.8	Subcontractors	As specified under D.D.3(d) Subcontractors of the DoSO.						

EXECUTED as an Agreement

Lead Customer

<p>Signed for and on behalf of the Commonwealth of Australia as represented by the Department of the Prime Minister and Cabinet ABN 18 108 001 191 by its duly authorised delegate in the presence of:</p>	
<p>Signature of witness: s 22(1)(a)(ii)</p>	<p>Signature of delegate: s 22(1)(a)(ii)</p>
<p>Name of witness: s 22(1)(a)(ii)</p>	<p>Name of delegate: s 22(1)(a)(ii)</p>
	<p>Position of delegate: A/g Assistant Secretary.</p>
	<p>Date: 15/8/24.</p>

Supplier - Trust

<p>Signed by De Saumarez Group Pty Ltd ACN 159 194 091 in its capacity as trustee of De Saumarez Group Unit Trust trading as Intandem ABN 78 870 806 708 in accordance with section 127 of the <i>Corporations Act 2001</i> (Cth) by:</p>	
<p>Signature director:</p>	<p>Signature of director/secretary: s 47F</p>
<p>Name of director:</p>	<p>Name of director/secretary: s 47F</p>
	<p>Date: 15.8.24</p>

Schedule 1

Statement of Work

Standing Offer Notice (SON) ID	SON4064333
Contract Reference ID	CA005467
Lead Customer Name	Department of the Prime Minister and Cabinet

The Requirement

The Supplier must provide the Lead Customer's Requirement in accordance with the Deed of Standing Offer plus any detailed below:

R.A.1	Required Capabilities	<p>The Lead Customers engages the Supplier to provide an end-to-end service, performing the following Required Capabilities:</p> <ul style="list-style-type: none"> • A wide range of quality gifts that are designed, manufactured or crafted in Australia, are culturally appropriate and within the Notional Gift Values; • Physical and electronic viewing and ordering facilities; • Advice, information and reports; • Packaging services; • Delivery and warehousing services; • Invoicing, acquittals and returns; and • (if required) transition/implementation arrangements.
R.A.2	Detailed Description of the Requirement	<p>Description of the Requirements</p> <p>During the Contract term, the Lead Customer may, at any time, access and use any of the Services set out in the Statement of Requirement, including the online portal to order one or more Official Gifts.</p> <p>Access to the online ordering platform</p> <p>The Lead Customer requests access to the online ordering portal for five authorised personnel. Names and positions will be made available after Contract execution. Additional user setups to the online ordering portal may, at any time, be requested by the Lead Customer in writing.</p> <p>User setup fees will be incorporated into the Management Fees as per the Fee Schedule under the Deed of Standing Offer.</p> <p>Attachments included <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
R.A.3	Standards	<p>The Supplier must comply with the following Standards:</p> <ul style="list-style-type: none"> • Not applicable
R.A.4	Key Performance Indicators	<p>The Supplier must comply with the following Key Performance Indicators:</p> <ul style="list-style-type: none"> • Not applicable
R.A.5	Security Requirements	<p>In accordance with D.D.2(b) Security Requirements of the DoSO. Supplier personnel undertaking work on this Contract will not be required to hold a current security clearance.</p>
R.A.6	Work Health and Safety	<p>The Supplier must comply with the following additional Work Health and Safety requirements:</p> <ul style="list-style-type: none"> • Not applicable
R.A.7	Delivery and Acceptance	<p>The Supplier must comply with the following additional Delivery and Acceptance requirements:</p> <ul style="list-style-type: none"> • Not applicable

Commonwealth Contracting Suite – Contract under the Deed of Standing Offer (DoSO) – February 2024

R.A.8	Reporting	The Supplier must provide the Lead Customer with reports as set out below: <ul style="list-style-type: none"> • Not applicable
R.A.9	Meetings	The Supplier must attend meetings as follows: <ul style="list-style-type: none"> • Not applicable
R.A.10	Facilities and Assistance offered by the Lead Customer	The Lead Customer will make available facilities and assistance as follows: <ul style="list-style-type: none"> • Not applicable
R.A.11	Customer Material provided by the Lead Customer:	The Lead Customer will provide the following Materials: <ul style="list-style-type: none"> • Gifts Register • Protocol Compendium • Operational Manual
R.A.12	Insurance	As outlined in C.C.14 of the Commonwealth Contract Terms, the Provider will maintain adequate insurances for the Contract and provide the Lead Customer with proof when reasonably requested. In addition to the insurances required by C.C.14, the Provider must effect and maintain, or cause to be effected and maintained, the following types and amounts of insurances for the Contract: No additional insurance specified
R.A.13	Pricing	Any fees specified in any Quotation must be based, and not exceed the fees provided at Annex 2 – Fees of the DoSO.
R.A.14	Travel	The Supplier may only claim reimbursement for expenses or variable costs when the expense or cost is nominated in the section below, and where the Lead Customer has granted specific written approval prior to the relevant expense or cost being incurred, additionally: <ol style="list-style-type: none"> a) all domestic air travel must be economy class b) amounts claimed for accommodation and other expenses must not exceed the total amount specified in Table 2 of TD 2022/10 or the applicable year's Taxation Determination issued by the Australian Taxation Office and a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

Schedule 2

Additional Contract Terms

An executed Contract will incorporate the Commonwealth Contract Terms current at the date of the Request for Quote, and also the following Additional Contract Terms:

R.C.1	<p>Trustee warranties and provision of information</p> <p>This clause R.C.1 applies if the Supplier enters into the Contract in its capacity as a trustee.</p> <p>"Trust" means the De Saumarez Group Unit Trust trading as Intandem (ABN 78 870 806 708).</p> <p>The Supplier enters into this Contract personally and in its capacity as trustee. The Supplier warrants on the Contract Start Date, and on the last Business Day of each month after that date, that:</p> <ol style="list-style-type: none"> a) the Trust is validly constituted and has not terminated, no action has been taken to wind up, terminate or resettle the trust, and no date or event has occurred for the vesting of the assets of the Trust; b) it is the only trustee of the Trust and is not aware of any action to remove it as trustee of the Trust and will not take any action to resign as trustee before the completion of all obligations of the Supplier under the Contract; c) it has full and valid power and authority to enter into this Contract and perform the obligations under it on behalf of the Trust; d) it has entered into this Contract for the proper administration of the Trust; e) all necessary resolutions, consents, approvals and procedures have been obtained or duly satisfied to enter into this Contract and perform the obligations under it; f) it is not in material default under the trust deed of the Trust and is not aware of any action proposed to terminate the Trust; and g) it has the right to be indemnified out of the assets of the Trust for all liabilities incurred by it under this Contract and the assets of the Trust are sufficient to satisfy that right in full. <p>The Supplier must give the Customer promptly on request:</p> <ol style="list-style-type: none"> a) any information concerning the financial condition (including the financial accounts), business, assets and affairs of the Trust that the Customer reasonably requests; or b) a statement from the duly appointed auditors of the Trust attesting to the solvency and financial soundness of the Trust and the trustee of the Trust.
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TAX INVOICE

Department of the Prime Minister & Cabinet
 Attention: s 22(1)(a)(ii)
 Protocol and International Visits Branch
 One National Circuit
 BARTON ACT 2600

Invoice Date
1 Aug 2024

Invoice Number
INV-0134

Reference
July 2024

ABN
78 870 806 708

The Trustee for De
 Saumarez Group (TA
 Intandem)
 103-119 Gipps Street
 COLLINGWOOD VIC
 3066
 AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Management Fees	1.00		s 47G(1)(a)	
Storage Charges - 4 weeks x 38 Pallets	4.00			
			TOTAL AUD	1,215.40

Due Date: 31 Aug 2024
 s 47G(1)(a)

Cheque payments: please send to: PO Box 267 Abbotsford Vic 3067

1.5% additional payable if using Visa/Mastercard and 2% if using American Express.

All goods remain the property of Intandem until payment has been received in full.



[View and pay online now](#)

PAYMENT ADVICE

To: The Trustee for De Saumarez Group (TA Intandem)
 103-119 Gipps Street
 COLLINGWOOD VIC 3066
 AUSTRALIA

Customer Department of the Prime
 Minister & Cabinet
Invoice Number INV-0134
Amount Due **1,215.40**
Due Date 31 Aug 2024

Amount Enclosed

Enter the amount you are paying above



TAX INVOICE

Department of the Prime Minister & Cabinet
 Attention: s 22(1)(a)(ii)
 Protocol and International Visits Branch
 One National Circuit
 BARTON ACT 2600

Invoice Date
6 Sep 2024

Invoice Number
INV-0137

Reference
August 2024

ABN
78 870 806 708

The Trustee for De
 Saumarez Group (TA
 Intandem)
 103-119 Gipps Street
 COLLINGWOOD VIC
 3066
 AUSTRALIA

Description	Quantity	Unit Price	GST	Amount AUD
Management Fees	1.00		s 47G(1)(a)	
Storage Charges - 5 weeks x 38 Pallets	5.00			
			TOTAL AUD	1,571.24

Due Date: 30 Sep 2024
 s 47G(1)(a)

Cheque payments: please send to: PO Box 267 Abbotsford Vic 3067

1.5% additional payable if using Visa/Mastercard and 2% if using American Express.

All goods remain the property of Intandem until payment has been received in full.



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PAYMENT ADVICE

To: The Trustee for De Saumarez Group (TA Intandem)
 103-119 Gipps Street
 COLLINGWOOD VIC 3066
 AUSTRALIA

Customer Department of the Prime
 Minister & Cabinet
Invoice Number INV-0137
Amount Due **1,571.24**
Due Date 30 Sep 2024

Amount Enclosed

Enter the amount you are paying above