



**Australian Government**  
**Department of Foreign Affairs and Trade**

CONTRACT FOR PROVISION OF SERVICES OUTSIDE AUSTRALIA

CONTRACT NO: NAD22/23779

DETAILS SCHEDULE

**PARTIES**

COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade  
 ABN 47 065 634 525 AUSTRALIAN HIGH COMMISSION NAIROBI ("DFAT")

**DFAT Representative:** s 22(1)(a)(ii) ; FIRST SECRETARY AND CONSUL

**Notice Details:** Address: P. O. Box 3008-00621  
 Email: s 22(1)(a)(ii) @dfat.gov.au

TWAM SERVICES COMPANY NO. s 22(1)(a)(ii) (CONTRACTOR)

**Contractor Representative:** s 47F -Director

**Notice Details:** Address: s 22(1)(a)(ii) Nairobi  
 Email: s 22(1)(a)(ii)

**INFORMATION TABLE**

Item	Information								
Item 1	<b>Services:</b> <i>Swimming pool cleaning and maintenance services for the Chancery and 20 Muthaiga (HOMRES)</i>								
Item 2 (clause 1.1)	<b>Term:</b> <table border="0"> <tr> <td>Effective Date:</td> <td>30<sup>th</sup> SEPTEMBER 2022</td> </tr> <tr> <td>Commencement Date:</td> <td>1<sup>ST</sup> OCTOBER 2022</td> </tr> <tr> <td>Expiry Date:</td> <td>30<sup>TH</sup> SEPTEMBER 2024</td> </tr> <tr> <td>Extension Option/s:</td> <td>One year + One year</td> </tr> </table>	Effective Date:	30 <sup>th</sup> SEPTEMBER 2022	Commencement Date:	1 <sup>ST</sup> OCTOBER 2022	Expiry Date:	30 <sup>TH</sup> SEPTEMBER 2024	Extension Option/s:	One year + One year
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Item 3 (clause 1.1(a))	<b>Service Requirements:</b> <i>"As per Attachment 1 – Service Requirements"</i>								
Item 4 (clause 1.1(a))	<b>Location of Services:</b> <i>LIMURU ROAD CHANCERY AND 20 MUTHAIGA (HOMRES)</i>								

## TABLE OF CONTENTS

	Page
1. TERM.....	1
2. SERVICES.....	1
3. CONTRACT DOCUMENTS .....	1
4. PROVISION OF SERVICES .....	1
5. REPLACEMENT SERVICES .....	1
6. NATURE OF ENGAGEMENT.....	1
7. REMOVAL OF CONTRACTOR'S PERSONNEL .....	2
8. PRICE BASIS.....	2
9. PAYMENT .....	2
10. INVOICE .....	2
11. REIMBURSABLE EXPENSES .....	3
13. WARRANTY.....	3
14. USE OF DFAT ITEMS.....	3
15. INTELLECTUAL PROPERTY RIGHTS .....	4
16. TERMINATION FOR BREACH.....	4
17. TERMINATION FOR CONVENIENCE .....	4
18. SECURITY.....	5
19. WORK HEALTH AND SAFETY.....	5
20. INSURANCE .....	5
21. INDEMNITY .....	5
22. PRIVACY.....	5
23. CONFIDENTIALITY .....	6
24. CONFLICT OF INTEREST.....	6
25. NOTICES.....	7
26. ASSIGNMENT .....	7
27. SUBCONTRACTING .....	7
28. APPROVALS AND COMPLIANCE .....	7
29. DFAT ACCESS .....	7
30. CHILD PROTECTION POLICY.....	7
31. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT (PSEAH).....	8

32. COUNTER-TERRORISM AND SANCTIONS ..... 8

33. ANTI-CORRUPTION ..... 8

34. FRAUD ..... 8

37. ENTIRE AGREEMENT ..... 9

41. GOVERNING LAW ..... 10

42. DEFINITIONS ..... 10

ATTACHMENT 1 – SERVICE REQUIREMENTS ..... 11

ATTACHMENT 2 – PRICING SCHEDULE ..... 13

## General Conditions of Contract for the Supply of Services outside Australia

### 1. TERM

- 1.1 The Contract takes effect on the Effective Date. The Services commence on the Commencement Date and unless terminated earlier in accordance with the Contract or otherwise, end on the Expiry Date or completion of the Services if no Expiry Date is specified.
- 1.2 DFAT may, in its sole discretion, extend the Contract for a further period as specified in Item 2 of the Details Schedule by giving written notice to the Contractor at least 30 days before the end of the then current Term. The Contract, if extended, will continue under the same terms and conditions.

### 2. SERVICES

- 2.1 The Contractor agrees to provide the Services to DFAT and DFAT agrees to purchase the Services in accordance with the terms of the Contract.

### 3. CONTRACT DOCUMENTS

- 3.1 The Contract between DFAT and the Contractor comprises the General Conditions of Contract for the Supply of Services outside of Australia (including the Details Schedule) and any Attachments.
- 3.2 If there is any ambiguity or inconsistency between the documents comprising the Contract, the following order of precedence is to be given to the extent of any ambiguity or inconsistency:
- (a) the General Conditions of Contract for the Supply of Services outside Australia (including the Details Schedule); and
  - (b) the Attachments (if any).

### 4. PROVISION OF SERVICES

- 4.1 The Contractor must provide the Services to DFAT:
- (a) for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule;
  - (b) using the Personnel identified in the Details Schedule (if any) or otherwise using appropriately qualified, skilled and experienced Personnel;
  - (c) ensure that the Services are provided to a standard of quality not less than industry best practice for services of the same type as those Services and, without limiting clause 1.1(a), in a timely manner;
  - (d) to the satisfaction of the DFAT Representative; and
  - (e) in accordance with any other requirements specified in the Contract.
- 4.2 The Contractor must promptly notify DFAT if the Contractor or any of its Personnel becomes aware that the Contractor will be unable to provide all or part of the Services in accordance with the requirements of this clause 4.

### 5. REPLACEMENT SERVICES

- 5.1 If the Contractor fails to provide the Services in accordance with the Contract, the Contractor must, at its cost, provide replacement Services or take any other action to rectify any aspect of the Services which do not comply with the Contract, as directed by DFAT.

### 6. NATURE OF ENGAGEMENT

- 6.1 DFAT engages the Contractor to provide the Services as an independent contractor and not as DFAT's agent or employee. The Contractor has no authority to bind DFAT or act on DFAT's behalf at any time. The Contractor is not entitled to any benefit from DFAT usually attributable to an employee. The Contractor must not, and must ensure that its Personnel do not, represent itself or themselves as being DFAT's employees, partners or agents.

**7. REMOVAL OF CONTRACTOR'S PERSONNEL**

- 7.1 DFAT, acting reasonably, may give notice requiring the Contractor to remove any Personnel from work in respect of the Services. The Contractor must promptly arrange for their replacement with personnel of appropriate qualifications, skills and experience, as deemed acceptable by DFAT in writing, at no additional cost to DFAT.

**8. PRICE BASIS**

- 8.1 Unless otherwise stated in the Details Schedule, the Contract Price is fixed for the duration of the Contract. The Contract Price is inclusive of:
- (a) all taxes, duties and government charges imposed or levied the jurisdiction(s) in which the Services will be, or are, provided;
  - (b) remuneration to the Contractor's Personnel, including salaries, wages, fees, superannuation, annual leave, sick leave, long service leave and all other benefits to which any of them may be entitled under any contract with the Contractor or under any award, statute or local law;
  - (c) costs in respect of procuring and maintaining the insurances required under clause 20; and
  - (d) costs of compliance with all other statutory, award or other legal or contractual requirements with respect to the Contractor's Personnel.

**9. PAYMENT**

- 9.1 Subject to clause 10 and the Details Schedule, DFAT will pay:
- (a) the Contract Price to the Contractor within 20 days after receipt of a correctly rendered invoice; or
  - (b) if the Details Schedule provides for the payment of the Contract Price by way of:
    - (i) instalments, the amount of the relevant instalment to the Contractor within 20 days after receipt of a correctly rendered invoice; or
    - (ii) milestone payments, the amount of the relevant milestone payment to the Contractor within 20 days after receipt of a correctly rendered invoice; and
  - (b) if the Details Schedule provides for the reimbursement of Reimbursable Expenses, the amount of those Reimbursable Expenses which have been incurred by the Contractor in accordance with the Contract, within 20 days after receipt of a correctly rendered invoice.
- 9.2 Under this Contract, interest on the late payment of invoices is not applicable.

**10. INVOICE**

- 10.1 An invoice is correctly rendered under clause 9 if:
- (a) the amount claimed for payment is calculated in accordance with the Contract and the Details Schedule provides that the amount is due for payment;
  - (b) the Services meet the requirements of the Contract; and
  - (c) the invoice:
    - (i) is set out in a manner that enables DFAT to ascertain the Services to which the invoice relates and that part of the Contract Price payable in respect of those Services;
    - (ii) if the Details Schedule provides for the reimbursement of Reimbursable Expenses, the invoice separately itemises all expenses for which reimbursement is being sought. Copies of invoices substantiating the Reimbursable Expenses must be attached to the invoice; and
    - (iii) contains the Contract number, the name and phone number of the Contractor Representative and is addressed as specified in the Details Schedule.

- 10.2 The Contractor must promptly provide to DFAT such supporting documentation and other evidence reasonably required by DFAT to substantiate performance of the Contract by the Contractor or payment of the Contract Price by DFAT.
- 11. REIMBURSABLE EXPENSES**
- 11.1 Except as provided for in the Details Schedule, the Contractor must perform its obligations under the Contract at its own cost and neither the Contractor nor any of its Personnel will be entitled to be reimbursed for any Reimbursable Expenses incurred in providing the Services.
- 11.2 Where DFAT has provided its prior written consent, the Contractor will be entitled to reimbursement for travel, accommodation and living expenses up to the DFAT Non-SES travelling allowance rates, and for goods and/or services purchased on behalf of DFAT at DFAT's request. All claims for such reimbursement must be submitted on a valid tax invoice showing the tax exclusive price, with tax then being charged on the total amount. The maximum amounts to which the Contractor is entitled to reimbursement under this clause 11 will be the amounts to which DFAT non-SES personnel are entitled to when travelling in Australia or overseas.
- 11.3 If the Contractor is required to travel under the Contract, the hours spent travelling are not billable work hours. Time spent travelling for the purposes of this Contract does not constitute a reimbursable expense.
- 11.4 If requested by the DFAT Representative, the Contractor must provide satisfactory evidence to substantiate any specified claim for reimbursement prior to DFAT making any payment of the related claim.
- 12. DEDUCTION / SET OFF**
- 12.1 DFAT may deduct from any payment of the whole or part of the Contract Price any taxes, charges, insurance premiums or levies imposed by law upon DFAT which are ordinarily required to be paid by the Contractor as a result of the Contractor providing the Services. In doing so, the Contractor will be the entity that is taken to be complying with legislative requirements and DFAT will not be seen to be treating the Contractor or any of its Personnel as anything other than an independent contractor.
- 12.2 If the Contractor owes any debt to DFAT under or in connection with the Contract, DFAT may deduct the amount of the debt from payment of the Contract Price, or seek to recover the amount as a debt due to DFAT.
- 13. WARRANTY**
- 13.1 The Contractor warrants that:
- (a) the Services will be fit for the purpose or purposes for which services of that kind could be reasonably expected to be applied by DFAT; and
  - (b) the Services will be provided by appropriately qualified, skilled and experienced Personnel.
- 14. USE OF DFAT ITEMS**
- 14.1 The Contractor must not, and must ensure that its Personnel do not, use any DFAT Items for any purpose other than:
- (a) a purpose for which that DFAT Item was designed, manufactured or constructed; and
  - (b) for the provision of the Services.
- 14.2 The Contractor must protect all DFAT Items from loss or damage, maintain DFAT Items in good order and promptly return DFAT Items to DFAT upon request by DFAT, when they are no longer required to provide the Services or otherwise upon expiration or termination of the Contract.
- 14.3 The Contractor acknowledges that it may be provided with the ability to access DFAT-held information in connection with its performance of the Services, including through access to DFAT information technology systems. Without limiting the Contractor's other obligations under this Contract or otherwise at law, the Contractor must not seek to access or use DFAT-held information except to the extent strictly required for the provision of the Services.

## 15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 Subject to clause 15.2, title in, and ownership of all Intellectual Property Rights associated with any deliverable or material developed by the Contractor in connection with this Contract ('**Foreground IP**') vests on its creation in DFAT. The Contractor agrees to execute all documents and do all acts and things required by DFAT to give effect to this clause.
- 15.2 DFAT acknowledges that the vesting of ownership in DFAT of all Foreground IP does not apply to Intellectual Property Rights in any pre-existing material (including software, documentation or data) which is incorporated or embedded in that deliverable or material ('**Background IP**'). In such circumstances, the Contractor grants to DFAT (or must ensure the grant of) a royalty free, irrevocable, non-exclusive, perpetual, worldwide licence (including the right to sub licence) of the Background IP to use, copy, adapt, expand, develop, publish or otherwise change, the pre-existing material.
- 15.3 As permitted by law, the Contractor unconditionally and irrevocably:
- (a) consents, and will obtain all other necessary unconditional and irrevocable consents, to any act or omission that would otherwise infringe any moral rights in any work that is included in a deliverable or material comprised in the Services, whether occurring before or after a consent is given; and
  - (b) waives, and will obtain all other necessary unconditional and irrevocable written waivers of, moral rights,
- for the benefit of DFAT, its licensees and anyone authorised by any of them.
- 15.4 The Contractor warrants the provision of the Services (and DFAT's use of any deliverable or material developed or supplied under the Contract) will not infringe the Intellectual Property or moral rights of any person.

## 16. TERMINATION FOR BREACH

- 16.1 DFAT may terminate the Contract if the Contractor:
- (a) does not provide, or notifies DFAT that it will be unable to provide, all of the Services for the period, at the times and locations (as applicable), and in accordance with any requirements for the provision of the Services as specified in the Details Schedule;
  - (b) does not provide replacement personnel acceptable to DFAT in accordance with clause 7 (Removal of Contractor Personnel);
  - (c) breaches the Contract and the breach is not capable of remedy;
  - (d) does not remedy a breach of the Contract which is capable of remedy within the period specified by DFAT in a notice of default issued by DFAT to the Contractor requiring the Contractor to remedy the breach;
  - (e) becomes bankrupt or insolvent; or
  - (f) breaches any of its obligations under clauses 18 (Security) or 19 (Work Health and Safety).

## 17. TERMINATION FOR CONVENIENCE

- 17.1 In addition to any other rights it has under the Contract, DFAT may at any time terminate the Contract by notifying the Contractor in writing. If DFAT issues such a notice, the Contractor must stop work in accordance with the notice, comply with any directions given by DFAT 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.
- 17.2 DFAT will only be liable for payments to the Contractor for Services provided to DFAT before the effective date of termination and any reasonable costs incurred by the Contractor that are directly attributable to the termination, if the Contractor substantiates these amounts to the satisfaction of DFAT.
- 17.3 The Contractor will not be entitled to profit anticipated on any part of the Contract terminated.

**18. SECURITY**

18.1 If DFAT provides the Contractor with access to any DFAT place, area or facility, the Contractor must comply with any security and safety requirements notified to the Contractor by DFAT or of which the Contractor is aware and ensure that its Personnel are aware of and comply with such security requirements.

**19. WORK HEALTH AND SAFETY**

19.1 The Contractor must perform its, and must ensure that its Personnel perform their, obligations under this Contract:

- (a) in a manner which ensures that DFAT meets its obligations under the *Work Health and Safety Act 2011* (Cth) ('WHS Act');
- (b) in compliance with the WHS Legislation, to the full extent that the WHS Legislation applies to the Contractor; and
- (c) in accordance with equivalent local work health and safety legislation.

19.2 The Contractor agrees, when using DFAT's premises or facilities, to comply with all reasonable directions and procedures relating to work health and safety in effect at those premises or in regard to those facilities, as notified by DFAT or as might be inferred from the use to which the premises or facilities are being put.

19.3 Without limiting any other provision of this Contract, the Contractor agrees to, on request, give all reasonable assistance to DFAT, by way of provision of information and documents, to assist DFAT and its officers as defined in the WHS Act to comply with the duties imposed on them under the WHS Act.

19.4 The Contractor acknowledges that DFAT may direct it to take specified measures in connection with the Contractor's work under this Contract that DFAT considers reasonably necessary to deal with an event or circumstance that has or is likely to have, an adverse effect on the health or safety of persons. The Contractor must comply with the direction at its own cost.

**20. INSURANCE**

20.1 The Contractor must procure and maintain:

- (a) workers compensation insurance or registration as required by law;
- (b) the insurances specified in the Details Schedule (if any); and
- (c) such other insurances and on such terms and conditions as a prudent contractor, providing services similar to the Services, would procure and maintain.

**21. INDEMNITY**

21.1 The Contractor indemnifies DFAT, its officers, employees and agents against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a legal counsel 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 Contractor or its Personnel; 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 Intellectual Property or moral rights in connection with the Services.

21.2 The Contractor's liability to indemnify DFAT under clause 21.1(a) is reduced to the extent that any wilful, unlawful, or negligent act or omission of DFAT, its officers, employees or agents contributed to the liability, loss, damage, cost, compensation or expense.

**22. PRIVACY**

22.1 The Contractor must:



- (a) if it obtains Personal Information in the course of performing the Contract, use or disclose that Personal Information only for the purposes of the Contract subject to any applicable exceptions in the *Privacy Act 1988* (Cth) (Privacy Act);
  - (b) to the extent that different privacy laws apply to DFAT and the Contract, and without limiting clause 22.1(a), conform with the Privacy Act obligations applicable to DFAT, as if they were binding upon the Contractor; and
  - (c) as a contracted service provider, not do any act or engage in any practice which, if done or engaged in by DFAT, would be a breach of the Australian Privacy Principles.
- 22.2 The Contractor must notify DFAT as soon as reasonably practicable if:
- (a) it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 22, whether by the Contractor, subcontractor or any other person to whom the Personal Information has been disclosed for the purposes of the Contract; or
  - (b) in relation to Personal Information obtained in the course of performing the Contract:
    - (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
    - (ii) it is approached by the Privacy Commissioner.
- 22.3 The Contractor must:
- (a) investigate any breach or possible breach of its obligations in relation to Personal Information under this Contract and report the substance and outcome of that investigation to DFAT within 14 calendar days of becoming aware of the breach or possible breach; or
  - (b) assist DFAT with its own investigation into the breach or possible breach of any of the Contractor's obligations in relation to Personal Information under this Contract, acknowledging DFAT's obligations under the Privacy Act.
- 22.4 The Contractor must ensure that its Personnel who deal with Personal Information for the purposes of the Contract are aware of, and comply with, this clause 22.
- 22.5 The Contractor must ensure that any subcontract entered into for the purposes of fulfilling its obligations under the Contract, contains provisions to ensure that the subcontractor complies with this clause 22.
- 23. CONFIDENTIALITY**
- 23.1 The Contractor must not disclose any DFAT Confidential Information to any third party without the prior written consent of DFAT. The Contractor will not be in breach of this clause in circumstances where it is required by law to disclose any DFAT Confidential Information. The parties acknowledge and agree that the terms of this Contract are not confidential, except for any clause or information identified by a party in the Details Schedule as being confidential to that party.
- 23.2 If required by DFAT, the Contractor must ensure that its Personnel (including subcontractor personnel) engaged in the performance of the Services under this Contract give a written undertaking in a form required by DFAT prior to the disclosure of DFAT Confidential Information.
- 24. CONFLICT OF INTEREST**
- 24.1 The Contractor warrants that, to the best of its knowledge after making diligent enquiries at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by any of its Personnel.
- 24.2 The Contractor must notify DFAT in writing promptly if such a conflict of interest arises, or appears likely to arise.
- 24.3 Within seven (7) days after giving notice under clause 24.2, the Contractor must notify DFAT in writing of the steps it will take to resolve the issue. If DFAT considers those steps are inadequate, it may direct the Contractor to resolve the issue in a manner proposed by DFAT. If the Contractor fails to notify DFAT in accordance with clause 24.2 or this clause 24.3 or is unable or unwilling to resolve the issue in the required manner, DFAT may terminate the Contract in accordance with

clause 16 (Termination for Breach).

## 25. NOTICES

25.1 A party giving notice under this Contract must do so in writing that is:

- (a) directed to the party's address specified in the Details Schedule and marked for the attention of the other party's representative; and
- (b) hand delivered, sent by pre-paid post or facsimile to that address or to the representative's email address.

25.2 A notice given in accordance with clause 25.1 is received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post on the fifth day after the date of posting;
- (c) if sent by email, when the email enters the addressee's information system, unless the sender's information system receives a message within one (1) business day that the email has not been delivered to the addressee,
- (d) but, if the receipt, transmission or entry into the information system is not on a business day or is after 5.00 pm (recipients local time) on a business day, the notice is taken to be received at 9.00 am (recipient's local time) on the next business day.

## 26. ASSIGNMENT

26.1 The Contractor must not assign any of its rights under the Contract without the prior written consent of DFAT.

## 27. SUBCONTRACTING

27.1 The Contractor must not subcontract the whole or part of its obligations under the Contract without the prior written consent of DFAT. Subcontracting the whole or part of the Contractor's obligations under the Contract will not relieve the Contractor from any of its obligations under the Contract. Upon request the Contractor must make available to DFAT the details of all subcontractors engaged to provide the Services under the Contract. The Contractor acknowledges that DFAT may be required to disclose such information.

## 28. APPROVALS AND COMPLIANCE

28.1 The Contractor must obtain and maintain in full force any necessary export licences, licences, accreditations, permits, registrations, regulatory approvals or other documented authority (however described) required by law and necessary for the provision of the Services. The Contractor must comply with and ensure its Personnel comply with the laws from time to time in force in the jurisdictions in which any part of the Contract is to be carried out and all DFAT policies relevant or applicable to the Contract.

## 29. DFAT ACCESS

The Contractor must permit DFAT and its nominees timely and sufficient access to its premises, records or accounts relevant to the Contract to conduct audits under the *Auditor-General Act 1997*. DFAT and its nominees may copy any records or accounts relevant to the Contract and retain or use these records and accounts for this purpose.

## 30. CHILD PROTECTION POLICY

30.1 The Contractor must comply with the DFAT Child Protection Policy accessible on the DFAT website: <http://www.dfat.gov.au/childprotection>. DFAT may audit the Contractor's compliance with the Child Protection Policy. The Contractor must participate cooperatively in any reviews conducted by DFAT.

30.2 If the Child Protection Officer finds that the Contractor has failed to comply with the Child Protection Policy, the Contractor must promptly, and at the cost of the Contractor, take such actions as are required to ensure compliance with the compliance standards specified in the Child Protection Policy.

- 31. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT (PSEAH)**
- 31.1 The Contractor must comply, and must ensure that its Personnel comply, with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy, accessible at <http://www.dfat.gov.au/pseah>.
- 31.2 DFAT may conduct a review of the Contractor's compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy referred to in clause 31.1. DFAT will give reasonable notice (at least 14 calendar days) to the Contractor and the Contractor must participate co-operatively in any such review.
- 31.3 The Contractor must report to [s 22\(1\)\(a\)\(ii\)@dfat.gov.au](mailto:s22(1)(a)(ii)@dfat.gov.au) any suspected or alleged case of sexual exploitation, abuse and harassment that relates to the Services within 48 hours of becoming aware of the case. The Contractor must report to DFAT any alleged incidents of non-compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy within five (5) business days.
- 31.4 In reporting to DFAT as required pursuant to clause 31.1, the Contractor must comply with the *Privacy Act 1988* (Cth) and the privacy provisions in the DFAT PSEAH Incident Notification Form, available on DFAT's website.
- 32. COUNTER-TERRORISM AND SANCTIONS**
- 32.1 The Contractor must ensure that:
- (a) individuals, persons, entities or organisations involved in activities under the Contract, including it and its Personnel, do not engage in any Prohibited Dealings; and
  - (b) none of the funds provided under this Contract (whether through a subcontract or not) are used in any way to directly or indirectly provide support, resources or assets to individuals, persons, entities or organisations involved in any Prohibited Dealings.
- 32.2 The Contractor must immediately inform DFAT if it:
- (a) becomes aware of any link whatsoever between it or its Personnel and any individual, person, entity or organisation involved in Prohibited Dealings;
  - (b) becomes aware that it, any of its Personnel or any individual, person, entity or organisation involved in implementing the Contract is involved in Prohibited Dealings;
  - (c) discovers that any or all of the funds provided under the Contract (whether through a subcontract or not) have been used in any way to directly or indirectly provide support, resources or assets to an individual, person, entity or organisation involved in Prohibited Dealings;
  - (d) becomes aware that it or any of its Personnel have been suspended from tendering for World Bank grants by the World Bank or from tendering by a donor of development funding other than the World Bank; or
  - (e) becomes aware that it or any of its Personnel are the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.
- 32.3 Any breach of this clause 32 will entitle DFAT to issue a notice under clause 16 (Termination for Breach) to terminate the Contract immediately.
- 33. ANTI-CORRUPTION**
- 33.1 The Contractor warrants that neither it nor its Personnel will make or cause to be made, receive or seek to receive any offer, gift or payment or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any Party in relation to the execution of this Contract. Any breach of this clause 33 will entitle DFAT to issue a notice under clause 16 (Termination for Breach) to terminate this Contract immediately.
- 34. FRAUD**
- 34.1 This clause applies to any Fraud which relates to the Services or this Contract.
- 34.2 The Contractor must not, and must ensure that its Personnel do not, engage in any fraudulent activity. The Contractor is responsible for preventing and detecting Fraud.

- 34.3 If the Contractor becomes aware of a Fraud, it must report the matter to DFAT in writing within five (5) business days. The Contractor must investigate the Fraud at the Contractor's cost and in accordance with any directions or standards required by DFAT.
- 34.4 After the investigation is finished, if a suspected offender has been identified, the Contractor must promptly report the Fraud to the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless the Director of DFAT's Fraud Section agrees otherwise in writing.
- 34.5 If the investigation finds the Contractor or its Personnel have engaged in fraudulent activity, the Contractor must:
- (a) if DFAT funds have been misappropriated, pay to DFAT the full value of the DFAT funds that have been misappropriated;
  - (b) if DFAT-funded property has been misappropriated, either return the property to DFAT or, if the property cannot be recovered or has been damaged so that it is no longer usable, replace the property with property of equal quality; and
  - (c) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.
- 34.6 If the investigation finds that a person other than the Contractor or its Personnel has engaged in fraudulent activity, the Contractor must, at the Contractor's cost:
- (a) take all reasonable action to recover any DFAT funds or DFAT-funded property acquired or distributed through fraudulent activity; and
  - (b) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.
- 35. DISPUTE**
- 35.1 The parties will try to settle any disputes that arise under this Contract by direct negotiation at the working level.
- 35.2 For any dispute that cannot be resolved at the working level, the party claiming that there is a dispute will give the other party a notice setting out the details of the dispute. Within five (5) business days, each party will nominate a senior representative, not having prior direct involvement in the dispute. The senior representatives will try to settle the dispute by direct negotiation.
- 35.3 If the senior representatives cannot resolve the dispute within a further 10 business days, either party may commence legal proceedings.
- 35.4 Each part will bear its own costs for dispute resolution.
- 35.5 The procedure for dispute resolution does not apply to action relating to termination or to legal proceedings for urgent interlocutory relief.
- 36. Publicity**
- 36.1 The Contractor may not make media or other announcements or releases relating to this Contract without DFAT's prior written approval except to the extent that the announcement or release is required to be made by law.
- 37. ENTIRE AGREEMENT**
- 37.1 The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all submitted offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.
- 38. AMENDMENT**
- 38.1 Any amendment to this Contract must be in writing and signed by the parties.
- 39. SEVERABILITY**

- 39.1 A provision or part of a provision of this Contract that is void, illegal or unenforceable may be severed from this agreement and the remaining provisions or parts of the provision of this agreement continue in force.
- 40. SURVIVAL**
- 40.1 Any provision of the Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Contract and any rights arising on termination or expiration shall survive.
- 41. GOVERNING LAW**
- 41.1 The laws of the jurisdiction specified in the Details Schedule apply to the Contract.
- 42. DEFINITIONS**
- 42.1 In the Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meaning given to them in the Details Schedule or this clause 42:
- 'Australian Privacy Principles'** has the same meaning as in the *Privacy Act 1988* (Cth).
- 'Consolidated List'** means the list of all persons and entities who are subject to targeted financial sanctions or travel bans under Australian sanctions laws which is maintained by DFAT accessible at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>.
- 'Contract'** has the meaning given in clause 3.
- 'Contractor'** means the entity specified in the Details Schedule.
- 'Criminal Code Act List'** means the list of organisations that are specified as a "terrorist organisation" by regulations made under the *Criminal Code Act 1995* (Cth) (this list is currently available at <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>).
- 'DFAT'** means the Department of Foreign Affairs and Trade.
- 'DFAT Confidential Information'** means any information provided by DFAT to the Contractor or which comes into the possession of the Contractor in connection with the Services which DFAT has identified as confidential or the Contractor ought reasonably to know is confidential.
- 'DFAT Items'** means any information (including DFAT Confidential Information), property or facilities made available by DFAT to the Contractor for the purpose of the Services.
- 'Expiry Date'** means the date specified in Item 2 of the Details Schedule as the expiration date of this Contract.
- 'Fraud'** means dishonestly obtaining a benefit or causing a loss by deception or other means and includes alleged, attempted, suspected or detected fraud.
- 'Intellectual Property Rights'** or **'IP'** means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.
- 'Personnel'** means the employees, officers, subcontractors or agents of a party to this Contract.
- 'Personal Information'** has the same meaning as in the *Privacy Act 1988* (Cth).
- 'Privacy Commissioner'** has the same meaning as in the *Australian Information Commissioner Act 2010* (Cth)
- 'Prohibited Dealings'** means:
- (a) being directly or indirectly engaged in, preparing for, planning for, assisting in or fostering the doing of a terrorist act;
  - (b) being listed on the Criminal Code Act List;

- (c) being listed on the Consolidated List;
- (d) being listed on the World Bank List, or subject of an investigation or temporary suspension which may lead to becoming so listed;
- (e) acting on behalf of, or at the direction of, individuals, persons, entities or organisations:
  - (i). directly or indirectly engaged in, preparing for, planning for, assisting in or fostering the doing of a terrorist act; or
  - (ii). listed on any of the lists mentioned in (b) to (d) inclusive; and/or
- (f) being owned or controlled by individuals, persons, entities or organisations:
  - (i). directly or indirectly engaged in, preparing for, planning for, assisting in or fostering the doing of a terrorist act;
  - (ii). listed on any of the lists mentioned in (b) to (d) inclusive.

**'Reimbursable Expenses'** means any consumables used in the delivery of the Services or expenses that have been pre-approved in writing by DFAT.

**'Services'** means the services as detailed in the Details Schedule..

**'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).

**'World Bank List'** means the list of organisations maintained by the World Bank in its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" posted at:  
<http://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

SIGNED AS AN CONTRACT

SIGNED for and on behalf of the  
COMMONWEALTH OF AUSTRALIA  
represented by the Department of Foreign  
Affairs and Trade (ABN 47 065 634 525)  
Australian High Commission Nairobi  
by its authorised representative:

s 22(1)(a)(ii)



(signature of authorised representative) \_\_\_\_\_  
(print name and position)

27/9/2022

(date)

In the presence of:

s 47F



(signature of witness) \_\_\_\_\_

(print name of witness)

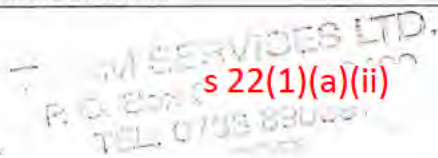
27/09/2022

(date)

**Note to Respondents:** the Contractor's signature block below will be updated to align with the method by which the successful Respondent executes contracts.

SIGNED for and on behalf of the  
CONTRACTOR by its authorised  
representative

s 47F



s 22(1)(a)(ii)

(signature of authorised representative) \_\_\_\_\_

(print name)

27<sup>th</sup> 9/2022

(date)

In the presence of:

s 47F

(signature of witness) \_\_\_\_\_

(print name of witness)

27/09/2022

(date)

## ATTACHMENT 1 – SERVICE REQUIREMENTS

### 1. Introduction

- 1.1 The Commonwealth of Australia, represented by and acting through Australian High Commission, Nairobi ("AHC") requires the Services of the Contractor to provide Swimming pool cleaning and maintenance service ('the Services').
- 1.2 The purpose of this Attachment is to communicate, to the Contractor, DFAT's requirements and standards for work to be carried out under the Contract and to allocate work responsibilities between DFAT and the Contractor.

### 2. Background

The AHC wishes to obtain goods and/ or services for its swimming pools cleaning and maintenance services together with the provision of cleaning equipment and consumables at its Chancery and 20 Muthaiga. You have agreed to provide these services on the terms of reference

### 3. Service Requirements

<b>Australian High Commission,</b>  Located on Limuru road	<b>Three times a week Monday, Wednesday and Fridays</b>	<b>QUARTERLY (Q)/ AS REQUIRED (AR)</b>
	<ul style="list-style-type: none"> <li>• Supply of all the safe and environmentally friendly chemicals and cleaning accessories needed to treat and clean the pool as per the proposal received</li> <li>• Provide a trained pool attendant to clean, treat the pool and service the operating equipment (pool pump, Heating unit and filter unit) ensuring clean and safe pool water</li> </ul>	<ul style="list-style-type: none"> <li>• A visit to the site, once every three months by Twam technical team member to inspect the pool and operational equipment, collect data from the service sheet and compile a quarterly report on the status of the pool</li> </ul>
<b>20 Muthaiga</b>	<b>Three times a week, Monday, Wednesday and Fridays</b>	<b>QUARTERLY (Q)/ AS REQUIRED (AR)</b>
	<ul style="list-style-type: none"> <li>• Supply of all the safe and environmentally friendly chemicals and cleaning accessories needed to treat and clean the pool as per the proposal received</li> <li>• Provide a trained pool attendant to clean, treat the pool and service</li> </ul>	<ul style="list-style-type: none"> <li>• A visit to the site, once every three months by Twam technical team member to inspect the pool and operational equipment, collect</li> </ul>



	the operating equipment (pool pump, Heating unit and filter unit) ensuring safe and clean pool water.	data from the service sheet and compile a quarterly report on the status of the pool.
--	---	---

- 3.1 The Contractor must provide:
- (a) Workplans and Service Data sheets quarterly throughout the contract

#### 4. DELIVERABLES

You must provide the following deliverables

- 4.1 Services to the standard set out in this Schedule
- 4.2 Provide safe and environmentally friendly chemicals and cleaning accessories needed to treat and clean the pools.

#### 5. MEETINGS

The Contractor must attend meetings with DFAT during the Term of the Contract as required.

#### 7. REPORTS

- 8.1 The Contractor must provide DFAT with quarterly reports as set out in this contract.
- 8.2 All reports must:
- be accurate and not misleading in any respect;
  - be prepared in accordance with directions provided by DFAT;
  - incorporate sufficient information to allow DFAT to monitor and assess the success of the Services in achieving DFAT's objectives;
  - be provided in Microsoft Word format (or Microsoft Excel format for spread sheets), unless otherwise approved or requested by DFAT;
  - not incorporate either DFAT or the Contractor's logo; and
  - be provided at the time specified in the table above.

## ATTACHMENT 2 – PRICING SCHEDULE

	Monthly rate inclusive Vat KSH	VAT 16% KSH	Cost Plus VAT 16% KSH	Annual contract cost Without VAT Without VAT	Annual Contract cost With VAT
Chancery	45,000.00	7,200.00	52,200.00	540,000	626,400
20 Muthaiga HOMRES	42,000.00	6,720.00	48,720.00	504,000	584,640
<b>Total</b>	<b>87,000.00</b>	<b>13,920.00</b>	<b>100,920.00</b>	<b>1,044,000</b>	<b>1,211,040</b>

## 1. BASIS OF PAYMENT

- 1.1 Subject to clause 8 of the General Conditions of Contract, the Contract Price will be payable progressively, quarterly in advance.
- 1.2 Notwithstanding clause 1.1 above, and subject to clause 8 of the General Conditions of Contract, the Contractor shall provide the Services for a Contract Price which shall not exceed **KSH 1,044,000** without VAT or **KSH 1,211,040 including 16% VAT annually**.

## 2. REIMBURSABLE EXPENSES

- 2.1 The following expenses shall be reimbursed to the Contractor under the Contract:
- (a) where DFAT has provided its prior written consent, the Contractor will be entitled to reimbursement for goods and/or services purchased on behalf of DFAT at DFAT's request. All claims for such reimbursement must be submitted on a valid tax invoice showing the GST/VAT exclusive price, with GST/VAT (if applicable) then being charged on the total amount.
- 2.2 If the Contractor is required to travel under the Contract, the hours spent travelling are not billable work hours. Time spent travelling for work under the Contract does not constitute a reimbursable expense.
- 2.3 If requested by the DFAT Representative, the Contractor must provide satisfactory evidence to substantiate any specified claim for reimbursement prior to DFAT making any payment of the related claim.

# Swimming Pool Log Sheet

Pool Name: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_ Size of Pool (gallons): \_\_\_\_\_ Flow Rate Required (GPM): \_\_\_\_\_  
 Type of Disinfectant: \_\_\_\_\_ Minimum of 1.5 PPM if inorganic chlorine, 2.0 PPM if stabilized or organic, and 2.5 PPM if Bromine.

Date	Daily Tests					Weekly Tests		Chemicals Added		Maintenance & Notes				
	Water Clarity	Disinfectant PPM			Combined Chlorine < 50% free	pH 7.2-8.0	Flow GPM	Alkalinity Rec. Range 60-160 PPM	Cyanuric Acid if used < 90	Quantity of Disinfectant Added	Other Chemicals Added	Back-wash	Vacuum or Brush	Contaminant Episode
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														



LEX11807

RELEASED BY DFAT UNDER THE FOI ACT 1982

Link Arcade, Mukenia Road,  
 Industrial Area  
 Nairobi  
 Mobile: s 22(1)(a)  
 0733 890 397  
 Email: s 22(1)(a)(ii)

s 22(1)(a)(ii)

Date 19/05/2022

M/S: ASILIAN HGH COMMISION  
Homees - Mathenge road NEST  
NES

Order No: Coat  
2022-2024  
 Delivery Note No: \_\_\_\_\_

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
1x	Swimming pool maintenance services and chemicals for the months of October November & December 2022 @ 42,000 p.m. + VAT.	42,000	126,000	00
Kshs. 146,160/-				
E&O.E No.	6691			
SUB TOTAL			126,000	00
Accounts are due on demand s 22(1)(a)(ii)			% VAT	20,160 00
Signature: _____			TOTAL	146,160 00

LUXUM SERVICES LIMITED

TAX DEVICE 1

VARIABLE SALE

1 x 146160.00 146160.00 16%

SH 146160.00

CASH 146160.00

B= 20160.00

TAX TOTAL 20160.00

16%

s 22(1)(a)(ii)



LEX11807

INVOICED BY DFAT UNDER THE FOI ACT 1982

Link Arcade, Mukenia Road,  
 Industrial Area  
 Nairobi  
 Mobile: s 22(1)(a)(ii)  
 0733 890 397  
 Email: s 22(1)(a)(ii)

s 22(1)(a)(ii)

Date 19/09/22

M/S: AUSTRALIAN HIGH COMMISSION  
 THE CHANCERY - Limuru rd  
 NBS.

Order No: 6012

2022 → 2024  
 Delivery Note No:

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
1x	SWIMMING POOL MAINTENANCE SERVICES & CHEMICALS FOR THE MONTHS OF OCTOBER, NOVEMBER & DECEMBER 2022. @ 45,000/- p.m + V.A.T.	1x000	135,000	00
KES 156,600/-				
E&O.E No. 6692				
SUB TOTAL			135,000	00
Accounts are due on demand s 22(1)(a)(ii) % VAT			21,600	00
Signature: _____			TOTAL	156,600 00

TWIN SERVICES LIMITED

TAX DEVICE 1

VARIABLE SALE  
 1 x 156600.00 156600.00 16%  
 SH 156600.00  
 CASH 156600.00

B= 16% 21600.00  
 TAX TOTAL 21600.00

21/09/2022 11:00 AM 00 22102955



**INVOICE**

LEX11807 RELEASED BY DFAT UNDER THE FOI ACT 1982  
 Bank Arcade, Mukenia Road,  
 Industrial Area  
 Nairobi  
 s 22(1)(a)(ii)  
 Mobile: s 22(1)(a)(ii)  
 0733 890 397  
 Email: s 22(1)(a)(ii)

s 22(1)(a)(ii)

M/S: Australian High Commission  
THE CHANCELLERY, WINDHOLE RD  
Nairobi.

Date: 20/03/2023  
 Order No: Cont.  
2022 - 2024  
 Delivery Note No: \_\_\_\_\_

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
17	Swimming pool maintenance services & chemicals for the month of APRIL - JUNE 2023. @ Kshs 45,000 / month.	45,000	135,000	-
<div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;">           @ Kshs 156,600         </div>				
E&O.E	No. <b>6908</b>			
Accounts are due on demand s 22(1)(a)(ii)		SUB TOTAL	135,000	00
		% VAT	21,600	00
Signature: _____		TOTAL	156,600	00

s 22(1)(a)

(PT) 156600.00  
 (VAT) 156600.00  
 135000.00  
 21600.00  
 21600.00  
 156600.00  
 156600.00  
 156600.00  
 1  
 03-2023 23-41

IME: 23-41:53 s 22(1)(a)(ii) 36



**INVOICE**

LEX11807 RELEASED BY DFAT UNDER THE FOI ACT 1982

Link Arcade, Mukenia Road,  
Industrial Area  
Nairobi  
s 22(1)(a)(ii)  
Mobile: s 22(1)(a)(ii)  
0733 890 397

Email: s 22(1)(a)(ii)

s 22(1)(a)(ii)

Date 20.03.2023

M/S: Australian High Commission  
Mutunga St No 20. (Atoms)  
Nairobi.

Order No: Cont.  
2022-2024.  
Delivery Note No: \_\_\_\_\_

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
1x	Swimming pool maintenance services & chemicals for the months of APRIL to JUNE 2023.	42000	126,000	00
	242000 = per month.			
<div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;">           KES 146,160/-         </div>				
E&O.E No.	<b>6907</b>			
SUB TOTAL			126,000	00
Accounts are due on demand s 22(1)(a)(ii) <u>16% VAT</u>			20,160	00
Signature: _____			<b>TOTAL</b>	146,160 00

s 22(1)(a)

46160.00A  
46160.00  
26000.00  
20160.00  
20160.00  
00.00  
00.00  
146160.00  
1  
023 23-42  
23:42:33

s 22(1)(a)(ii)



INVOICE

Link Arcade, Mukenia Road, Industrial Area Nairobi  
s 22(1)(a)(ii) Mobile: s 22(1)(a)(ii) 0733 890 397  
Email: s 22(1)(a)(ii)

s 22(1)(a)(ii)

Date 30 Oct 2023

M/S: HUNGARIAN HIGH COMMISSION  
Matatia Rev. N°20 (HOMER)  
Nairobi

Order No: 007.

Delivery Note No: 2022-2024

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
1X	Swimming pool maintenance services & chemicals for the months of October, November & December 2023.		126,000	00
KES 146,160				
E&O.E No. 1797				
SUB TOTAL			126,000	00
Accounts are due on demand s 22(1)(a)(ii)			16% VAT	20,160 00
Signature: _____			TOTAL	146,160 00

FISCAL RECEIPT

SWIMMING POOL MAINTENANCE SERVICE	146160.00
TOTAL:	146160.00
Sales A:	126000.00
VAT 16.00%	20160.00
Total VAT	20160.00
TOTAL:	KSH 146160.00
TO PAY:	146160.00
Cash:	146160.00
ITEMS NUMBER	1
FISO #1 KO	03-10-023 14:07
Date: 03/10/2023	Control Unit Info Time: 14:07:16

s 22(1)(a)(ii)





INVOICE

Link Arcade, Mukenia Road, Industrial Area Nairobi  
s 22(1)(a)(ii)  
Mobile: s 22(1)(a)(ii)  
0733 890 397  
Email: s 22(1)(a)(ii)

s 22(1)(a)(ii)

M/S: Ausirarian High Womys  
14E CHANCERY - Limuru rd  
Nairobi.

Date: 8<sup>th</sup> OCT 23  
Order No: LOW  
Delivery Note No: 2022-2024

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
1x	Swimming pool maintenance services of chemicals for the months of October, November & December 2023.		135,000	00
Ksh 156,600				
E&O.E No. <b>1798</b>				
SUB TOTAL			135,000	00
Accounts are due on demand s 22(1)(a)(ii)			% VAT	21,600 00
Signature: _____			TOTAL	156,600 00

FISCAL RECEIPT  
 SWIMMING POOL MAINTENANCE SERVICE  
 156600.00  
 156600.00  
 136000.00  
 21600.00  
 21600.00  
 TOTAL: KSH 156600.00  
 Sales A: 156600.00  
 VAT 16.00%  
 Total VAT  
**TOTAL: 156600.00**  
**TO PAY: 156600.00**  
 PAYMENTS  
 156600.00  
 Cash: 03-10-2023 14:0  
 ITEMS NUMBER  
 F149 #1 KO  
 Control Unit Info  
 Time: 14:56

s 22(1)(a)(ii)



INVOICE

Link Arcade, Mukenia Road, Industrial Area Nairobi  
s 22(1)(a)(ii) Nairobi  
Mobile: s 22(1)(a)(ii) 0733 890 397  
Email: s 22(1)(a)(ii)

s 22(1)(a)(ii) s 22(1)(a)(ii) Date: 25/03/2024  
M/S: Australian High Commission Order No: one  
The Homes (Mutugen) Delivery Note No:  
NQB.

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
1x	Swimming pool maintenance service & chemicals for the months of APRIL, MAY & JUNE 2024 @ 42,000 per month + V.A.T.		146,160	00
			Ksh. 146,160/-	
E&O.E No. 1981				
Accounts are due on demand s 22(1)(a)(ii)				
Signature: _____				
SUB TOTAL			126,000	00
16% VAT			20,160	00
TOTAL			146,160	00

s 22(1)(a)(ii)

FISCAL RECEIPT  
 SWIMMING POOL MAINTENANCE SERVICE  
 1.00-146160.00  
 TOTAL: KSH 146160.00  
 TO PAY: 146160.00  
 Cash: 146160.00  
 ITEMS NUMBER: 1  
 F265 #1 X0  
 Date: 25/03/2024  
 Control Unit Info: 25-03-2024 23:34



INVOICE

Link Arcade, Mukenia Road, Industrial Area Nairobi  
s 22(1)(a)(ii) Nairobi  
Mobile: s 22(1)(a)(ii) 0733 890 397  
Email: s 22(1)(a)(ii)

s 22(1)(a)(ii) s 22(1)(a)(ii) Date: 25/03/24  
M/S: Australian High Commission Order No: one  
The Chancery Delivery Note No:  
Liven Road.

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
1x	Swimming pool maintenance service for the months of APRIL, MAY & JUNE 2024 @ 42,000 + V.A.T.		146,160	00
			Ksh. 146,160/-	
E&O.E No. 1980				
Accounts are due on demand s 22(1)(a)(ii)				
Signature: _____				
SUB TOTAL			135,000	00
16% VAT			21,600	00
TOTAL			156,600	00

s 22(1)(a)(ii)

FISCAL RECEIPT  
 SWIMMING POOL MAINTENANCE SERVICE  
 1.00-156600.00  
 TOTAL: KSH 156600.00  
 TO PAY: 156600.00  
 Cash: 156600.00  
 ITEMS NUMBER: 1  
 F265 #1 X0  
 Date: 25/03/2024  
 Control Unit Info: 25-03-2024 23:34



INVOICE

Link Arcade, Mukenia Road, Industrial Area Nairobi  
s 22(1)(a)(ii) Mobile: s 22(1)(a)(ii) 0733 890 397  
Email: s 22(1)(a)(ii)

Twan Services Limited  
s 22(1)(a)(ii)

FISCAL RECEIPT

SWIMMING POOL MAINTENANCE SERVICE  
1.00x156600.00 156600.00  
TOTAL: 156600.00  
Sales A: 135000.00  
VAT A16.00% 21600.00  
Total VAT 21600.00  
TOTAL: KSH 156600.00  
TO PAY: 156600.00

NO. s 22(1)(a)(ii) s 22(1)(a)(ii)

Date 25/09/2024

S: AMERICAN HIGH COMMISSION  
THE CHANCELLERY  
Limuru Road.

Order No: CONTRACT

Delivery Note No: \_\_\_\_\_

Cash: 156600.00  
ITEMS NUMBER 1  
F377 #1 KO 25-09-2024 09:36  
Control Unit Info  
Date: 25/09/2024 Time: 09:36:57

TY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
X	Swimming Pool Maintenance Services for the months of October, November & December 2024 - Kshs. 45,000. + VAT.		156,600	00
Kshs 156,600/-				
E&O.E	No. 5901			
Accounts are due on demand s 22(1)(a)(ii)			SUB TOTAL	135,000 W
Signature: _____			16% VAT	21,600 W
			TOTAL	156,600 W

INVOICE



Link Arcade, Mukenia Road, Industrial Area Nairobi Mobile: 0722 702 618 0733 890 397

Twan Services Limited s 22(1)(a)(ii)

FISCAL RECEIPT

SWIMMING POOL MAINTENANCE SERVICE 1.00=146160.00 146160.00A TOTAL: 146160.00 Sales A: 126000.00 VAT A16.00% 20160.00 Total VAT 20160.00

TOTAL: KSH 146160.00

TO PAY: 146160.00

Cash: 146160.00 ITEMS NUMBER 1 F378 #1 KO 25-09-2024 09:37

Date: 25/09/2024 Control Unit Info Time: 09:37:36

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Date 25th Sept 2024

Order No: CONTRACT

Delivery Note No: \_\_\_\_\_

s 22(1)(a)(ii) s 22(1)(a)(ii) AUSTRALIAN HIGH COMMISSION NAIROBI (HOMERES) NAIROBI.

Table with columns: DESCRIPTION, @, AMOUNT (Shs., Cts.). Includes rows for 'SWIMMING POOL MAINTENANCE SERVICE', 'ANY CHEMICALS FOR THE MONTHS OF...', and a circled total of 146,160. Includes summary rows for SUB TOTAL, % VAT, and TOTAL.

E&O.E No. 5902

Accounts are due on demand s 22(1)(a)(ii)

Signature: \_\_\_\_\_

# AGREEMENT AMENDMENT FORM

## AGREEMENT AMENDMENT # 1

**AGREEMENT TITLE:** *SWIMMING POOL CLEANING AND MAINTENANCE SERVICES FOR THE CHANCERY AND 20 MUTHAIGA (HOMRES)*

**AUSTENDER CONTRACT ID:** NAD22/25015

For the provision of: *SWIMMING POOL CLEANING AND MAINTENANCE SERVICES FOR THE CHANCERY AND 20 MUTHAIGA (HOMRES)*

### Customer

Customer Name:	Commonwealth of Australia, Represented by the Department of Foreign Affairs and Trade
Customer ABN:	
Address:	Australian High Commission- Nairobi
Customer Agreement Number:	NAD22/25015
Contact Officer:	s 22(1)(a)(ii)
Position:	First Secretary and Consul
Branch/Division:	MAD
Telephone:	s 22(1)(a)(ii)
Email Address:	s 22(1)(a)(ii) @dfat.gov.au

### Supplier

Supplier Name:	Twam Services
Supplier ABN:	NAD22/25015
Supplier ACN (if applicable):	
Address:	s 22(1)(a)(ii)
Telephone:	s 22(1)(a)(ii)
Email Address:	s 22(1)(a)(ii)
Supplier Reference Number:	

## Proposed Agreement Changes

### Change to Agreement Dates

Current Agreement End Date:	30 September 2024
New End Date:	30 September 2026

#### Reason for change:

The agreement period will be extended due to notable consistency in service delivery in the current term.

### Financial Impact

The following table provides a summary of the financial amendment represented by the Agreement Change.

Note, this table is provided as a financial summary only.

	Agreement Value (GST exclusive)	GST	Total Agreement Value (GST Inclusive)
Previous Agreement Value (AUD)	KES 2,088,000	KES 334,080	KES 2,422,080
Amendment Value (AUD)	\$0.00	\$0.00	\$0.00
New Agreement Value (AUD)	KES 2,088,000	KES 334,080	<b>KES 2,422,080</b>

#### Reason for change:

No additional costs will be incurred

### Other Agreement Change

Old Text				Proposed New Text			
<b>Item 2</b> (clause 1)	<b>Term:</b>	Effective Date:	<b>30<sup>th</sup> SEPTEMBER 2022</b>	<b>Item 2</b> (clause 1)	<b>Term:</b>	Effective Date:	<b>30<sup>th</sup> SEPTEMBER 2024</b>
		Commencement Date:	<b>1<sup>ST</sup> OCTOBER 2022</b>			Commencement Date:	<b>1<sup>ST</sup> OCTOBER 2024</b>
		Expiry Date:	<b>30<sup>TH</sup> SEPTEMBER 2024</b>			Expiry Date:	<b>30<sup>TH</sup> SEPTEMBER 2026</b>
		Extension Option/s:	<b>One year + One year</b>			Extension Option/s:	<b>One year + One year</b>

#### Reason for change:

Renewal of contract per options to renew provided

### Agreement to Change

The above referenced Agreement is changed as detailed above. All other terms and conditions remain unaltered. The parties agree that by signing this Agreement Amendment Form, they must perform the Agreement in accordance with these changes.

**EXECUTED** as an Agreement

**Signed** for and on behalf of the **Commonwealth of Australia** as represented by the Department of Foreign Affairs and Trade, **ABN 47 065 634 525** by its duly authorised delegate in the presence of

Signature of delegate  
s 22(1)(a)(ii)

Name of delegate  
s 22(1)(a)(ii)



Signature of witness  
s 47F

Name of witness (*print*)  
s 47F

30/09/2024

Position of delegate

**FIRST SECRETARY AND CONSUL**

Date: 30 September 2024

### For the Supplier

Executed by TWAM SERVICES s 22(1)(a)(ii) in the presence of

Signature of supplier  
s 47F

Signature of witness  
s 47F

Name of supplier

Name of witness

s 47F

s 47F

Date: 30<sup>th</sup> SEPTEMBER 2024  
TWAM SERVICES LTD.  
s 22(1)(a)(ii)  
TEL: 020 430387  
NAIROBI



INVOICE

Link Arcade, Mukenia Road, Industrial Area Nairobi Mobile: s 22(1)(a) 0733 890 397 Email: s 22(1)(a)(ii)

s 22(1)(a)(ii)

M/S: AUSTRALIAN HIGH COMMISSION, THE CHANCERY (KIMVU RD) NAIROBI.

Date 29/06/2023 Order No: 0002 Delivery Note No: 2022-2024

Table with columns: QTY, DESCRIPTION, @, AMOUNT (Shs., Cts.). Includes handwritten entries for swimming pool maintenance services and a total amount of 156,600 KSH.

GOODS RECEIVED SERVICES RENDERED SIGN: [Signature] 30 06 23

FISCAL RECEIPT SWIMMING POOL MAINTENANCE SERVICE 1.00\*156600.00 TOTAL: 156600.00

s 22(1)(a)(ii)





**INVOICE**

Link Arcade, Mukenia Road,  
 Industrial Area  
 Nairobi  
 Mobile: s 22(1)(a)  
 0733 890 397  
 Email: s 22(1)(a)(ii)

s 22(1)(a)(ii)

Date: 29.06.2023

M/S: THE AUSTRALIAN HIGH COMMISSION  
Muthiga Road (Harambee)  
Nairobi.

Order No: COV-  
2022-2024  
 Delivery Note No: \_\_\_\_\_

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
17	Swimming pool maintenance services & chemicals for the months of July, Aug & September 2023.		126,000	00
	Exhs. 42,000/- per month.			
<div style="border: 1px solid black; border-radius: 50%; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <p style="font-size: 2em; margin: 0;">Kshs. 146,160/-</p> </div>				
<div style="border: 1px solid blue; padding: 5px; display: inline-block;">                 GOODS RECEIVED / SERVICES RENDERED                  SIGN:  30.06.23             </div>				
E&O.E	No. <b>7053</b>			
SUB TOTAL			126,000	00
Accounts are due on demand s 22(1)(a)(ii) 16- % VAT			20160	00
Signature: _____			TOTAL	146,160 00

Twin Services Limited  
 PIN: s 22(1)(a)(ii)

**FISCAL RECEIPT**

SWIMMING POOL MAINTENANCE SERVICE  
 1.00=146160.00 146160.00  
 TOTAL: 146160.00  
 Sales & VAT 126000.00  
 VAT 16.00% 20160.00  
 Total VAT 20160.00  
**TOTAL: KSH 146160.00**  
**TO PAY: 146160.00**  
 PAYMENTS  
 Cash: 146160.00  
 ITEMS NUMBER 1  
 FBR #1 KQ 29-06-2023 09:00  
 Control Unit Info  
 Date: 29/06/2023 Time: 09:00:21  
 s 22(1)(a)(ii)



Link Arcade, Mukenia Road,  
 Industrial Area  
 Nairobi  
 Mobile: s 22(1)(a)  
 0733 890 397  
 Email: s 22(1)(a)(ii)

s 22(1)(a)(ii)

M/S: AUSILAIAN HIGH Commission Date 11/01/2024  
THE CHANCERY (Kimani Rd) Order No: CONF  
Nairobi. Delivery Note No: 2022-2024-

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
1x	Swimming pool maintenance services & chemicals for the months of January, February & March 2024. Kshs. 45,000/- per month.		135,000	00
Kshs. 156,600/-				
E&O.E No.	1831			
SUB TOTAL			135,000	00
Accounts are due on demand s 22(1)(a)(ii)			16% VAT	21,600 00
Signature: _____			TOTAL	156,600 00

LEX11807

RELEASED BY DFAT UNDER THE FOIACT 1982

INVOICE



Link Arcade, Mukenia Road,  
Industrial Area  
Nairobi  
Mobile: s 22(1)(a)  
0733 890 397  
Email: s 22(1)(a)(ii)

Twan Services Limited  
s 22(1)(a)(ii)

FISCAL RECEIPT

SWIMMING POOL MAINTENANCE SERVICE  
1 00 \* 156600.00 156600.00  
TOTAL 156600.00  
Sales Tax 135000.00  
VAT @ 16.00% 21600.00  
Total VAT 21600.00

TOTAL: KSH 156600.00

TO PAY: 156600.00

Cash: 156600.00

ITEMS NUMBER 1

F326 #1 K0 27-06-2024 10:56

Control Unit Info

Date: 27/06/2024 Time: 10:56:59

s 22(1)(a)(ii)

NO: s 22(1)(a)(ii)  
AWILAWAN HIGH COMMISSION  
THE CHANCERY  
LIMURU ROAD

Date: 27 JUNE 24

Order No: CONT.

Delivery Note No:

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
1	Swimming pool maintenance services for the month of only August & September 2024 @ Kshs. 45,000/- fu.a.t.		156,600	00
Kshs 156,600/-				
E&O.E No. 5794				
SUB TOTAL			135,000	00
16% VAT			21,600	00
TOTAL			156,600	00

Accounts are due on demand  
s 22(1)(a)(ii)

Signature: \_\_\_\_\_



Link Arcade, Mukenia Road,  
Industrial Area  
Nairobi  
Mobile: s 22(1)(a)(ii)  
0733 890 397

Email: s 22(1)(a)(ii)

Swimming Pool Maintenance Service  
s 22(1)(a)(ii)

INVOICE RECEIPT

SWIMMING POOL MAINTENANCE SERVICE  
1.00 \* 146160.00 146160.00A  
TOTAL: 146160.00  
Sales A: 126000.00  
VAT A16.00% 20160.00  
Total VAT 20160.00

NO s 22(1)(a)(ii)

Date 27<sup>th</sup> June 24.

AMERICAN ATHLETIC COMMISSION  
THE HOMES (Muthaiga N<sup>o</sup> 20)  
Nairobi.

Order No: 607.

Delivery Note No: \_\_\_\_\_

TOTAL KSH 146160.00

TO PAY: 146160.00

Cash: 146160.00

ITEMS NUMBER 1

27-06-2024 10:58

s 22(1)(a)(ii)

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
1	Swimming pool maintenance services and chemicals for the months of July, August & September 2024. @ KSh. 42,000 = +VAT.		146,160	00
KSh 146,160/-				
E&O.E	No. 5795			

Accounts are due on demand s 22(1)(a)(ii)

Signature: \_\_\_\_\_

SUB TOTAL	126,000	00
16% VAT	20,160	00
<b>TOTAL</b>	<b>146,160</b>	<b>00</b>



Link Arcade, Mukenia Road,  
Industrial Area  
Nairobi  
Mobile: s 22(1)(a)  
0733 890 397  
Email: s 22(1)(a)(ii)

s 22(1)(a)(ii)

Date 11<sup>th</sup> JAN 24.

M/S: THE AUSTRALIAN HIGH COMMISSION  
MUTHAIGA RD NO 20 (HOMRES)  
NAIROBI.

Order No: CONTL.  
Delivery Note No: 2023-2024

QTY	DESCRIPTION	@	AMOUNT	
			Shs.	Cts.
1X	Swimming pool maintenance service and chemicals for the months of January, February & March 2024. @ KShs. 42,000/- per month.		126,000	00
KShs 146,160/-				
E&O.E	No. 1830			
SUB TOTAL			126,000	00
Accounts are due on demand			% VAT	20160 00
Signature: _____			TOTAL	146,160 00

s 22(1)(a)(ii)