Purchase Order Form

For Registered Suppliers on the ITS2573 Scheme

# Guidance

***Note: The Guidance is for internal purposes only.***

The Purchase Order Form must be completed for every low-risk transaction valued up to $150,000(incl GST) to engage suppliers on the ITS2573 Registered Supplier List. The Purchase Order Form is different from the Finance Purchase Order such as SAP.

Where you are buying from a supplier who has entered into an ITS2573 Master Supply Agreement (MSA) with the NSW Department of Customer Service, it is important that you complete this Purchase Order Form to bring the purchase within the scope of the MSA. Otherwise, the purchase will not be made under a " Contract" entered into under the MSA, and there is a risk that you will be purchasing under the supplier's standard terms, which may be much less favourable to your agency.

The Purchase Order Form does NOT give you or the supplier the opportunity to agree on variations to or deviations from the terms of the MSA (most of which are incorporated into the Contract). Further, no Supplier document (eg. delivery docket, shipment terms etc) which the Supplier may provide varies or forms part of the Contract.

| **Item** | **Guidance** |
| --- | --- |
| **1** | Set out:  - MSA Number (Request MSA Number from [ITS2573@customerservice.nsw.gov.au](mailto:ITS2573@customerservice.nsw.gov.au))  - Contract Number (in accordance with usual internal guidelines or processes)  - date on which Contract is created. |
| **2** | Set out the required details of the Customer (i.e., your agency). |
| **3** | Set out the required details of the Supplier. These should correspond to the Supplier's details under the MSA it has entered into with NSW DCS. |
| **4** | Describe the Goods (i.e., Equipment and/or Infrastructure) being purchased under the Purchase Order, referring to Category/Sub-Category in Schedule 2 to the MSA or, if no Goods are being purchased, state "Not applicable". |
| **5** | Describe the Services being purchased under the Purchase Order, referring to the Category/Sub-Category in Schedule 2 to the MSA or, if no Services are being purchased, state "Not applicable". |
| **6** | State the date on which the Supplier will start the provision of the Services. This may be a set date in the future, or "upon execution of the Purchase Order by both parties" if Services are to start straight away. In addition, if there is a Services End Date (by which the performance of the Services must be completed), set out that date on the second row. If no Services are being purchased, state "Not applicable". |
| **7** | Tick the appropriate box to describe the frequency of the meetings you wish to have with the Supplier over the course of the project. If it is envisaged that no meetings, or only ad hoc meetings in the event of problems, are required, tick the "As required" box. |
| **8** | Tick this box if the Supplier is a "Small Business" (of less than 20 FTEs). If so, interest will be payable on overdue invoices under clause 17.7 of the MSA. If not, leave the box unticked. |
| **9** | Set out the price payable for all Goods and Services being purchased under the Purchase Order (the "Contract Sum") or refer to a Contract Document (e.g., a Payment Schedule) in which the Contract Sum is specified. State if this is exclusive or inclusive of GST. |
| **10** | Payments terms may differ from Purchase Order to Purchase Order (with the same Supplier). Tick the appropriate box to indicate what has been agreed (including where the payment terms are set out in a separate letter or in a Payment Schedule). |
| **11** | If you have agreed with the Supplier a date by which the Goods (Equipment and/or Infrastructure) must be delivered, set out the details of the Deliverable(S) and the applicable date(s) in this Item. Otherwise, state "As directed by the Customer". If no Goods are being purchased, state "Not applicable". |
| **12** | Specify details of the location to which the Goods (Equipment and/or Infrastructure) must be delivered. If no Goods are being purchased, state "Not applicable". |
| **13** | Specify details of the location at which the Services are to be performed by the Supplier. If no Services are being purchased, state "Not applicable". |
| **14** | The Supplier must, at its cost, remedy defects with Deliverables purchased under the Purchase Order which arise during the "Warranty Period". There is no default Warranty Period under the MSA. Set out here the Warranty Period which you have agreed with the Supplier. There should always be a Warranty Period offered by the Supplier, although this may be different for different Deliverables. |
| **15** | The "Spares Availability Period" is the period during which the Supplier must continue to supply the applicable Goods (including replacements, upgrades or attachments provided by the Supplier), or supply appropriate substitutes for the Goods if for any reason Goods are no longer available. Set out here the spares availability period you have agreed with the Supplier. If no Goods (Equipment and/or Infrastructure) are being purchased, state "Not applicable". |
| **16** | Liquidated Damages (LDs) constitute an optional remedy for failure of the Supplier to meet the Delivery Date for Goods under the Contract, unless such late delivery is caused by the Customer’s failure to perform its obligations under the Contract or by an Event. If you have agreed with the Supplier that LDs will apply under the Contract, tick the “Yes” box, and set out details of the relevant obligations (late completion of which triggers the LDs payment), the amount of LDs and the period during which they are payable. Otherwise, tick the “No” box. The value of LD must be a genuine pre-estimate of the loss, damage or expense that the Customer will suffer during the period in which liquidated damages are payable. Please refer to the Registered MSA and your legal team for further guidance. |

# Purchase Order Form – ITS2573 Registered Suppliers

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Contract Details** | | | |
| **1** | **Master Supply Agreement** | MSA Number: |  | |
| Contract Number: |  | |
| Date: |  | |
| This is a Purchase Order made under the Master Supply Agreement (Short Form) with the Supplier and the NSW Department of Customer Service (**MSA**). Once signed by both parties, this Purchase Order forms a 'Contract' for the purposes of the MSA. | | |
| **2** | **Customer** | Name: |  | |
| ACN/ABN: |  | |
| Address and contact details: |  | |
| **3** | **Supplier** | Name: |  | |
| ACN/ABN: |  | |
| Address and contact details: |  | |
| **4** | **Goods**  **(Equipment or Infrastructure)** |  | | |
| **5** | **Services** |  | | |
| **6** | **Dates** | Services Start Date |  | |
| Services End Date |  | |
| **7** | **Contract Meeting Cycle** | Monthly  Weekly  As Required | | |
| **8** | **Small Business** |  | | |
| **9** | **Contract Sum** | $[***insert***] or as per the attached [***insert name of Contract Document***] | | |
| **10** | **Payment Terms** | As per the attached Payment Schedule  Monthly in arrears  As per the letter dated [***insert date***]  Upon acceptance of the Goods | | |
| **11** | **Delivery Date** | Deliverable | | Date |
|  | |  |
|  | |  |
| **12** | **Delivery Location** |  | | |
| **13** | **Services Location** |  | | |
| **14** | **Warranty Period** | ***[insert****]* months/years | | |
| **15** | **Spares Availability Period** | ***[insert****]* months/years | | |
| **16** | **Liquidated Damages** | Are liquidated damages payable for the late completion of an LD Obligation?  Yes, as set out below.  No | | |

**EXECUTED** as an agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed for and on behalf of [insert name of Customer]** by [insert name of Customer's Authorised Representative] but not so as to incur personal liability |  |  |  |
|  |  |  |  |
| Print Name |  | Signature of Customer Representative |  |
|  |  |  |  |
| Date |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed for and on behalf of [insert Supplier's name and ACN/ABN]** by [insert name of Supplier’s Authorised Representative] but not so as to incur personal liability |  |  |  |
|  |  |  |  |
| Print Name |  | Signature of Authorised Signatory |  |
|  |  |  |  |
| Date |  |  |  |