| **Item** | **General Details** | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | **Master Supply Agreement** | MSA Number: | |  | | | | |
| Date Created: | |  | | | | |
| This is a Purchase Order made under the Master Supply Agreement with the Supplier and the NSW Government Department of Finance and Services (MSA). Once signed by both parties, this Purchase Order forms a 'Supply Contract' for the purposes of the MSA. | | | | | | |
| **2** | **Supplier** | Name: | |  | | | | |
| ACN: | |  | | | | |
| Address:  (if different from MSA) | |  | | | | |
| **3** | **Customer** | Name: | |  | | | | |
| Address: | |  | | | | |
| **4** | **Authorised Representatives** | Supplier: | | Name | | |  | |
| Position | | |  | |
| Address | | |  | |
| Phone | | |  | |
| Fax | | |  | |
| email | | |  | |
| Customer: | | Name | | |  | |
| Position | | |  | |
| Address | | |  | |
| Phone | | |  | |
| Fax | | |  | |
| email | | |  | |
| **5** | **Address for Legal Notices** | Supplier: | | Notices should be sent: As per the details in the MSA 🞎 or as per the details below 🞎 | | | | |
|  | | Name | | |  | |
|  | | Position | | |  | |
|  | | Address | | |  | |
|  | | Fax | | |  | |
| Customer: | | Notices should be sent: To the Customer's Authorised Representative above 🞎 or as per the details below 🞎  *Note: If the Customer's Authorised Representative will receive notices, they must not be given by email.* | | | | |
|  | | Name | | |  | |
|  | | Position | | |  | |
|  | | Address | | |  | |
|  | | Fax | | |  | |
| **6** | **Additional Terms** | Tick one or more as applicable:  🞎 Equipment Terms  🞎 Infrastructure Terms  🞎 Services Terms | | | | | | |
| **Details of Equipment, Infrastructure and/or Services to be Provided** | | | | | | | | |
| **7** | **Standard Order** | 🞎 Purchase Order is for Equipment, Infrastructure or Services where the descriptions, specifications and pricing are contained in the MSA: | | | | | | |
| **Item** | **Item Reference No (if applicable)** | | **Quantity Ordered** | **Unit Price (ex GST)** | | **Total Price for Item (ex GST)** |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
|  |  | |  |  | |  |
| **Delivery Address** |  | | | | | |
| **Delivery Date** |  | | | | | |
| **Set out any special instructions such as delivery details:** | | | | | | |
| **8** | **Contract Specific Requirements** | 🞎 Purchase Order is for Equipment, Infrastructure and/or Services set out in the following Supply Contract documentation:  *Attach as appropriate:*  🞎 *Specifications*  🞎 *Statement of Work*  🞎 *Service Level Agreement*  🞎 *Support Services agreement/description (if so, state when Support Services will commence, on Acceptance, or not until expiry of Warranty Period.)*  🞎  *Customer Requirements*  🞎 *Drawings*  🞎  *Project Plan or milestones with milestone dates including any retentions*  🞎  *Customer Supplied Items*  🞎  *Other ...... specify:* | | | | | | |
| **9** | **Services Term** | *If the Supplier is to perform services for a period (such as managed services) set out the term.* | | | | | | |
| **Details of Pricing and Payment** | | | | | | | | |
| **10** | **Pricing** | 🞎 As per Item 7 of this Purchase Order  🞎 As per attached Pricing and Payment Plan | | | | | | |
| **11** | **Payment** | 🞎 On Acceptance  🞎 On Delivery  🞎 As per the attached Pricing and Payment Plan | | | | | | |
| **12** | **Termination for Convenience Payments** | 🞎 Applies as follows:  *[Identify any applicable categories where Customer may be obliged to pay amounts if Customer exercises its right to terminate for convenience.]* | | | | | | |
| **Performance Details** | | | | | | | | |
| **13** | **Specified Personnel** | 🞎 None 🞎 Yes, as follows:  *[List Supplier specified personnel and roles.]* | | | | | | |
| **14** | **Approved Subcontractors as at date of Purchase Order** |  | | | | | | |
| **15** | **Contract Management and Reviews** |  | | | | | | |
| **16** | **Reporting** | *[List reports Supplier is required to provide, content and timing.]* | | | | | | |
| **17** | **IPR** | Customer Owned New Materials | | | | | | |
| **18** | **Liquidated Damages** |  | | | | | | |
| **19** | **Performance Guarantee** | 🞎 Yes 🞎 No | | | | | | |
| **20** | **Financial Security** | 🞎 Yes 🞎 No | | | | | | |
| **21** | **Approved Agents** |  | | | | | | |
| **22** | **Warranty Period** | ***State if a warranty period other than as specified in clause 1.98of Schedule 1 applies*** | | | | | | |
| **23** | **Management Committee** | ***State if Management Committee is to be established***  ***If so, set out its members, frequency of meetings, details of any additional functions etc*** | | | | | | |
| **24** | **Test Items** | ***Are Contracted Items Test Items?***  🞎 Yes 🞎 No | | | | | | |
| **25** | **WHS Principal Contractor** | ***Note: only applicable if a) the Services Terms are applicable (see Item 6 above) and b) the Supplier is providing Construction Services***  ***Is the Supplier to be engaged as the 'principal contractor' for work health and safety purposes?***  **🞏 Yes – then clauses 15.15 and 15.16 of the Services Terms apply and the site plan detailing the Construction Site is as attached to, and forming part of, the Order Documents.**  ***Note: attach site plan detailing the Construction Site in respect of which the Supplier is the WHS Principal Contractor.***  **🞏 No – then clauses 15.15 and 15.16 of the Services Terms do not apply.** | | | | | | |

**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 |  |  |  |