1. – Form of Purchase Order

**Agreement for the Supply of Multi-Function Device and Printer Purchase Order Form**

**Part One - Required Information**

[*Note: The information in this Part One must be completed.*]

**Purchaser details:**

|  |  |
| --- | --- |
| Name |  |
| ABN (if applicable) |  |
| Address |  |
| Notice Details | address:  email: attention: |

**Supplier details:**

|  |  |
| --- | --- |
| Name |  |
| ABN |  |
| Address |  |

|  |  |
| --- | --- |
| **Purchase Order number** | [*insert PO number*] |
| **Customer Service Agreement** | [*Insert details of Customer Service Agreement (if any).*] |

**Goods and/or Services**

The Supplier must provide the Goods and Services detailed in the Specifications, including the Solution Design developed by the Supplier, in accordance with the specific requirements in this Purchase Order.

**Options**

The Purchaser wishes to obtain the following Goods and Services from the Supplier. [Note: the Purchaser **must** select either Option 1, 2, 3 or 4 and can select the Optional Services if required].

|  |  |
| --- | --- |
| ☐ | **Option 1**    Purchase of Printers and/or MFDPs and Minimum Managed Print Services |
| ☐ | **Option 2**    Minimum Managed Print Services and Lease Services |
| ☐ | **Option 3**    Purchase of Printers and/or MFDPs and Standard Managed Print Services |
| ☐ | **Option 4**    Standard Managed Print Services and Lease Services |
| ☐ | **Optional Services** |

**Goods:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description of Required Goods** | **Quantity of Goods** | **Time for Delivery** | **Delivery Point** | **Warranty Period/Extended Warranty Period** |
| [*List each item of the required Goods by reference to the SPC Equipment and Services Catalogue and/or any additional requirements specified in the CSA, if applicable*] | [*Insert required quantity of each item of Goods*] | [*Insert Time for Delivery of the item of Goods.*] | [*Specify location or address to which the items of Goods are to be delivered*] | [*Specify option selected from the SPC Equipment and Services Catalogue*] |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |
| --- | --- |
| Liquidated damages | *Specify the amount (rate) of liquidated damages that will be payable by the Supplier for every day after the Time for Delivery (or any revised Time for Delivery) by which the delivery of the Goods remains outstanding.* |
| Warranty Services | *Insert details of the Warranty Services to be provided by the Supplier in addition to those in the Specifications.* |

***Goods requirements***

|  |  |
| --- | --- |
| Maximum volume of printing required | [*Insert the maximum volume of printing required, as measured by click rate.*] |
| Will goods authorisation be required? | Yes/No    [*If ‘Yes’, please specify the type of equipment authorisation required:*]  ‘Pull printing’: Yes/No  Secure Scanning: Yes/No    Other: [*Provide details of the equipment authorisation required.*] |
| Socialisation testing requirements | [*Insert any requirements for Socialisation testing of Goods beyond those set out in the Specification.*] |

***Existing MFDPs (clause 17.1)***

[*Purchasers should select one of the options below regarding existing fleet equipment.*]

|  |  |
| --- | --- |
| Is the Supplier required to purchase your existing MFDP fleets? | Yes/No  [*If, 'No, please complete the section below. If ‘Yes’, please complete the following:*]  Description of fleet to be purchased:  [*Specify the existing fleet of MFDPs, software and infrastructure to be purchased. If required, a separate document can be annexed to this Purchase Order.*]  Price  [*Specify the price at which the existing fleet is to be purchased. If left blank, the price will be the net book value for such MFDPs, software and infrastructure, as determined by the Purchaser.*] |
| Is the Supplier required to take operational, legal, financial and management responsibility for your existing MFDP fleets? | Yes/No  Description of fleet to be managed:  [*Specify the existing fleet of MFDPs, software and infrastructure to be managed by the Supplier and describe any specific responsibilities. If required, a separate document can be annexed to this Purchase Order.*]  Contracts to be novated or assigned:  [*Specify any lease or other arrangements to be novated or assigned to the Supplier.*] |

**Services:**

The Services consist of:

* where a Customer Service Agreement has been executed, all services listed in the SPC Equipment and Services Catalogue, as varied by the Customer Service Agreement; or
* where no Customer Service Agreement has been executed, all services listed in the SPC Equipment and Services Catalogue, including the options below:

*Minimum Managed Print Services*

|  |  |
| --- | --- |
| **Catalogue Reference** | **Description of Services** |
| Section 2.5 | *[Insert details of the Minimum Managed Print Services required, unless already agreed in Customer Service Agreement in which case leave blank]* |
|  |  |

*Standard Managed Print Services*

|  |  |
| --- | --- |
| **Catalogue Reference** | **Description of Services** |
| Section 2.5 | *[Insert details of the Standard Managed Print Services required, unless already agreed in Customer Service Agreement in which case leave blank]* |

*Training*

|  |  |
| --- | --- |
| **Catalogue Reference** | **Description of Services** |
| Section 3.10 | *[Detail any specific requirements for the training to be provided by the Supplier pursuant to the Specifications.]* |

*Managed Operations*

|  |  |  |  |
| --- | --- | --- | --- |
| **Specifications Reference** | **Description of Services** | **Specified Requirements** | |
| Section 6.1 | Support/Help Desk | [*Specify any special or additional requirements applying to the Supplier’s support and help desk Services. If left blank, the service description in the Specifications will apply.*] | |
| Will the Supplier’s direct support free call number be published to end users? | Yes/No |
| Section 6.2 | Purchaser access to the Incident Management System (**IMS**) | Yes/No  [*Specify whether the Purchaser is to have secure access to the Supplier's IMS.*] | |
| Section 12.7 | Continuous Improvement | [*Specify any requested continuous improvement activities in relation to the fleet of Equipment. If left blank, the continuous requirements in Schedule 9 will apply.*] | |
| Section 11.4 | Reporting | Frequency:  [*Specify the frequency of performance reports.*] | |
| Reporting requirements:  [*Specify any additional performance reporting requirements. If left blank, the reporting*  *requirements in clause 10.2 of the Agreement* | |

*Optional Services*

|  |  |  |
| --- | --- | --- |
| **Catalogue Reference** | **Description of Services**  *[Insert details of any optional Services required, unless already agreed in Customer Service Agreement in which case leave blank]* | **Required?** |
| Section 3.1 | Implementation Services  [*If this option is selected, implementation Services are not required*] |  |
| Section 3.7 | Disposal Services |  |
|  | Lease Services. If this option is selected, the Lease Agreement in Schedule 3 to this Purchase Order will apply. |  |
| Section 5.6 | Out of Hours Warranty Support |  |
| Section 5.9 | Warranty replacement option |  |
| Section 5.10 | Emergency warranty service provision |  |

*Other Service Requirements*

|  |  |  |
| --- | --- | --- |
| **Specifications Reference** | **Description of Services** | **Specified Requirements** |
| Section 12.5 | Environment Sustainability | As set out in Schedule 1 to this Purchase Order.  [*If Schedule 1 is left blank, no additional environment sustainability requirements will apply in relation to the Purchaser’s security beyond those set out in the Agreement and the Specifications.*] |
| Section 4.4 | Police Checks / Security Checks | As set out in Schedule 1 to this Purchase Order.  [*If Schedule 1 is left blank, no additional police/security check obligations will apply beyond those set out in clause 41 of the Agreement and the Specifications.*] |

**Quotation and Design Request**

*[Specify whether the Supplier must provide a quotation for provision of:*

* *the requested Goods and/or Services specified above (and as listed in the SPC Equipment and Services Catalogue), including any discount or reduction to the Unit Price for those Goods and/or Services); or*
* *any other Multi-Function Device and Printer goods and/or services not listed in the SPC Equipment and Services Catalogue.*

*If a quote is requested, a Purchase Contract will be formed upon the Purchaser’s acceptance of the quote.*

*If a quote is not requested (and/or this box is left blank), a Purchase Contract will be formed upon receipt of this Purchase Order by the Supplier.]*

**Payment Details:**

|  |
| --- |
| Address for invoices:  [*Specify the address to which invoices must be sent. If this information has been populated in a CSA state "As set out in the Customer Service Agreement".*] |
| Method of payment:  [*Insert details on the manner in which invoices must be paid, for example: cheque, EFT or Corporate Credit Card*. *If this information has been populated in a CSA, state "As set out in the Customer Service Agreement".*] |

**Part Two - Additional Information**

|  |  |
| --- | --- |
| Clauses 21.1 – Purchaser Policies | As set out in the Schedule 1 to this Purchase Order.  [*If Schedule 1 is left blank, no additional standards, policies and procedures will apply beyond those set out in the Agreement.*] |
| Clause 16.1 – Audit and Discovery Services | *[Describe any requirements for the Supplier's audit and discovery assessments]* |
| Clause 16.2 - Date for submission of Solution Design | [*Insert a single date for submission of the draft Solution Design to the Purchaser.*] |
| Clause 16.2 - Date for submission of Solution Design | [*Describe any requirements for the Solution Design other than those set out in the Specifications.]* |
| Clause 17.2 - Description of Implementation Services | [*Describe any additional requirements for the Implementation Services. This may include:*   * *development of an implementation plan to be provided to the Purchaser for approval;* * *the provision and integration of all required equipment, infrastructure and software;* * *the optimisation, installation and configuration of Service Equipment used to provide the Services; and* * *the Solution Design.*   *If Leasing Services are being provided by the Supplier, this section must be completed]* |
| Clause 16.1 - Milestones and Milestone Dates | *[Specify the milestones for the Implementation Services and the dates on which the Supplier must achieve each milestone.*  *If Leasing Services are being provided by the Supplier, this section must be completed]* |
| Clause 17.2(1)(b) – Required Go Live Date | [*Specify date on which the Supplier must commence its provision of the Services in the Purchaser’s live environment.*  *If Leasing Services are being provided by the Supplier, this section must be completed]* |
| Clause 32.4(1)(b) - Liquidated Damages | [*Specify the amount (rate) of Liquidated Damages*  *that will be payable by the Supplier for a failure to complete the Implementation Services by the* |

|  |  |
| --- | --- |
|  | *Required Go Live Date.*  *If left blank, no Liquidated Damages will apply.*] |
| Clause 26.2 – Exclusions from Unit Prices (Goods) | *[Specify if the Unit Prices for the Goods to be delivered by the Supplier exclude any costs for packaging, transport, insurance, loading, unloading and storage, up to the point of delivery of the Goods (including unloading of the Goods at the Delivery Point). If left blank, none of these exclusions will apply and the Unit Prices will be inclusive of all packaging, transport, insurance, loading, unloading and storage costs.]* |
| Clause 26.2 – Exclusions from Unit Prices (Services) | [*Insert details of any additional amounts payable for the provision of the Services. If left, blank, the Unit Prices for the Services will be the only amount payable.*] |
| Clause 5.6 – Financing | [*Specify whether the Goods and/or Services are to be financed. If this information has been populated in a CSA, state "At set out in the Customer Service Agreement".*  *If left blank, the Goods will not be subject to a finance arrangement.*] |
| Clause 12.2(3) – Partial Delivery | [*Specify whether partial delivery of the Goods and/or Services is acceptable*. *If this information has been populated in a CSA, state "As set out in the Customer Service Agreement".*  *If left blank, partial delivery is not acceptable*] |
| Clause 12.3 - Storage of Goods at Supplier Warehouse | [*Specify whether the goods must be stored by the Supplier on behalf of the Purchaser prior to delivery to the named sites.*  *If left blank, the Supplier will not be required to store the Goods.*] |
| Clause 12.3 - Location of Supplier Warehouse | [*Specify location of supplier warehouse where goods will be stored, if applicable*] |
| Clause 31.1 – Date of Acceptance | [*Specify date of Acceptance for Goods and/or Services. If left blank, the date of Acceptance will be the Time for Delivery unless Acceptance Testing applies (see below).*] |
| Clause 31.2 – Acceptance Tests | Acceptance Testing applies / does not apply *[delete*  *as applicable.]*  If Acceptance Tests are applicable, as indicated above:   * the Acceptance Tests are as set out in Schedule 2 to this Purchase Order; and   Acceptance will occur on the date the Acceptance Tests have been successfully completed in accordance with the requirements for Acceptance testing as specified in clause 12 and this Purchase Order. |
| Clause 14 – Commencement of Warranty Period | *[Specify the date on which the Warranty Period for Goods commences. If left blank, the Warranty Period will commence on upon Acceptance.]* |
| Clause 46.2(5) – Gen-AI warranty | *[Specify whether the use of artificial intelligence is permitted in connection with the Supplier’s provision of Goods and Services under the Purchase Contract.*  *If yes, specify which Gen-AI is permitted and any limitations on the use of each Gen-AI]* |
| Clause 46.2(6)(b) - Fitness for purpose warranty | *[Specify particular purpose for which Goods will be used for the purpose of the Supplier's warranty. If left blank, the purpose for which the Goods would ordinarily be used will apply.]* |
| Clause 23 – Local Jobs First | *[Specify whether PO specific LIDP apply.]* |
| Clause 24 – Social Procurement | *[Specify whether PO specific Social Procurement Commitments apply.]* |
| Clause 25 – Fair Jobs Code | *[Specify whether or not Fair Jobs Code provisions apply to this Purchase Order.]* |

|  |  |
| --- | --- |
| **Execution of the Form of Purchase Order- Signed for and on behalf of the:** | |
| **Purchaser** | |
| Name (print) | *[Insert the name of the person in your department/organisation who has authority to sign this contract.]* |
| Position |  |
| Signature  Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_/ \_\_\_\_\_\_\_\_ |
| **Purchaser’s witness** | |
| Name (print) |  |
| Position |  |

**Schedule 1 to Purchase Order**

**Applicable Standards, Policies and Procedures**

**Part One - Standards**

*[Specify any Australian, New Zealand or other international standards which apply to the Supplier’s provision of the Goods and/or Services.]*

**Part Two – Policies and Procedures**

*[List any applicable government policies and procedures that the Supplier must comply with in providing the Goods and/or Services. This may include policies relating to access to the Purchaser's premises (OHS, conduct, etc.), security requirements and applicable IT standards (change management etc).]*

**Schedule 2 to Purchase Order**

**Acceptance Testing**

**Part A – Acceptance Tests**

*[Insert details of the Acceptance Test procedures that must be conducted by the Supplier.]*

**Part B – Certificate of Completion and Acceptance**

*[Where Acceptance Test procedures are specified in Part A above, insert the Certificate of Completion and Acceptance, which must:*

* *state that the Goods and/or Services have been tested in accordance with, and meet, the Services Description or Specifications (as applicable) and any specified criteria for those Goods and/or Services;*
* *indicate the actual date of completion;*
* *unless otherwise specified in this Purchase Order, enclose a written Acceptance Test report specifying a summary of the Acceptance Tests conducted and the results of those Tests; and*
* *be signed by an Authorised Representative of the Purchaser.]*

**Schedule 3 to Purchase Order**

**Lease Agreement**

*[Insert a copy of the lease agreement as approved by the Lead Department]*