

Department of Jobs, Precincts and Regions

Farm Business
Resilience Program
Supplier Register

Request to Quote (RFQ)

FY22- 670

V1. Request to Quote
November 2022

Contents

Introduction	2
Purpose of Register.....	2
Request for Quote Template.....	3
Appendix 1: Terms and Conditions	8

Introduction

The Department of Jobs, Precincts & Regions (DJPR) drives economic development and job creation across Victoria, incorporating investment attraction and facilitation, trade, agriculture, creative industries, and resources.

Agriculture Victoria, within DJPR, is delivering the 'Farm Business Resilience Program'. Through this Program farmers, including farm managers and employees, will have access to subsidised learning and development opportunities in strategic business management, farm risk management and decision-making, natural resource management and personal and social resilience. The Program requires consultants (Suppliers) with relevant technical expertise to deliver components of the Program through to 30 June 2024 (Services). Examples of technical expertise may include succession planning, agricultural commodity marketing, human resource management, time and labour management, farm safety, farm finances, social responsibility in agriculture, natural resource management, climate risk, group facilitation and business management. Technical consultants will specialise in farm management in at least one of the following agricultural industries: livestock, dairy, cropping, horticulture, apiary and mixed farming systems.

Purpose of Register

The purpose of the Register is to support the delivery of the Farm Business Resilience Program (FBR). The Register will provide Agriculture Victoria with an understanding of suppliers with the required capabilities to support program delivery and enable rapid selection and engagement of suppliers when a specific need is identified.

There are two stages to the FBR:

Stage 1: Supplier registration stage when suppliers seeking to be included on the Register apply by completing and returning the registration form (if you are not on FBR Supplier Register, you must complete the Invitation to Register form to be considered for the register).

Stage 2: Suppliers included on the Register may be invited to respond to a request for quotation (RFQ) to deliver specific services (Services) of the FBR program (Quotation Stage). Suppliers who respond to a request for quotation during the Quotation Stage must complete a RFQ form (see template form at Part A).

Being included as a Supplier on the register does not guarantee work. Suppliers may be provided with, and will then be required to respond to, a RFQ for particular Services. The successful supplier(s) will enter into an agreement to deliver the work (Agreement).

Request for Quote [Template]

Please complete your response to this RFQ in the spaces provided at Sections 3, 4, 5 and 6 below. Additional information can be attached as required. Your response must be provided within the specified boxes and must address all of the questions. This response can be provided in either portrait or landscape format.

DJPR Guidance notes are included in red and will be removed prior to requesting a quote from suppliers.

Supplier Guidance notes are included in blue.

Section 1 – RFQ Details:

1.	Request for Quotation Name	<i>Insert Name of Requirement</i>
2.	Time period for queries	<i>4:00pm, three (3) days prior to the RFQ closing date (adjust as necessary).</i>
3.	Closing Time & Date	<i>All RFQs – 2.00 pm (Insert either AEST or AEDT as applicable) on (date the RFQ will close)</i>
4.	Submission Method	<i>Email</i>
5.	Submission Address	<i>Insert Email address</i>
6.	DJPR Project Manager	<i>Name: Insert name Email: Insert name Contact Number: Insert contact number</i>
7.	RFQ Requirements	
	Delivery Location	<i>Insert location</i>
	Industry Experience	<i>Insert experience</i>
	Skillset	<i>Insert skillset(s) consistent with skillset(s) listed Attachment A of Invitation to Register document</i>
	Delivery format	<i>Face to Face / Online</i>

Section 2 – Details of Services Sought:

1.	Purpose	<i>Provide a summary / overview of the goods / services required, including the duration of the engagement.</i>
2.	Background of the Engagement	<i>Outline the background to the project (how and why the requirement arose) and provide information such as:</i> <ul style="list-style-type: none"> - <i>Summary outline of the core goods and / or services being sought;</i> - <i>The current need for the goods and / or services – why are they being sought from the market;</i> - <i>How the requirement is related to earlier work and future directions.</i> <i>The description needs to outline the department's goals to seek goods and / or services from the market and highlight that this could be for multiple divisions and / or multiple sites.</i>
3.	Scope of Services	<i>The Scope defines what you are looking to purchase and, consequently, what the Supplier is required to provide. The amount of detail provided should reflect the complexity and cost of the purchase and contain enough information for Suppliers to cost the goods and / or services they will offer. The Scope will form part of any future contract that might result from the procurement process</i> <p><i>Some tips for writing the Scope:</i></p> <ul style="list-style-type: none"> - <i>Use simple, clear language;</i> - <i>Be concise (define each aspect of the requirement in one or two paragraphs where possible);</i> - <i>Do not explain the same requirement in more than one section</i> - <i>Define your Key Deliverables; and</i> - <i>Define any terms, symbols, and acronyms.</i>

		<i>Outline the key requirements such as: Key stakeholders, and any governance arrangements for the delivery of the required goods/ services project; Any particular legislative, performance or technical requirements; Transaction numbers, targets and outputs; and Reporting requirements.</i>
4.	Key Deliverables & Timeframe	<i>Outline any specific outputs required e.g.</i> <ul style="list-style-type: none"> - <i>Group Presentation on 15th April 2023</i> - <i>Written Report by 1st May 2023</i> - <i>Completion of Plan Review Evaluation Form by 15 May 2023</i>

Supplier Response

Suppliers are to complete section 3 below in response to the requirements outlined in section above.

Section 3 – Supplier Details and Risk Criteria

1.	Full legal name of supplier <i>If you are a company acting as a trustee, provide your name in this format: ABC Pty Ltd as trustee for the XYZ Trust</i>	
2.	Registered Business Name	
3.	Trading Name <i>If applicable</i>	
4.	Australian Business Number (ABN) <i>If conducting business in Australia</i>	
5.	Are you registered on the FBR Register?	<i>Yes/No If not, you must complete Invitation to Register form to be added to the register.</i>
6.	Contact Details of Principal Contact	
	Name	
	Email	
	Phone Number	
7.	Conflict of Interest <i>Please provide details of any conflict of interest and how these will be managed</i>	
8.	Compliance with the Specifications <i>Will you comply with the specifications outlined at section 1 and 2 of this RFQ? Yes or No If No, please explain</i>	

Section 4 – Scored Criteria

Users may adjust the scored criteria to meet the requirements of the specification. The total weighting should always add up to 100%

1.	<p>Supplier Experience and Past Performance</p> <p><i>Please provide an outline of your work experience in providing the goods and / or service.</i></p> <p><i>Additionally, please provide an outline of the skills, experience and qualifications of key personnel, including subcontractors, which you propose for the engagement. CV's can be attached separately.</i></p>	40%	
2.	<p>Capacity and Capability</p> <p><i>Please provide an outline of the organisational capacity to provide the goods and / or services.</i></p>	30%	
3.	<p>Methodology</p> <p><i>Please provide an outline of how you propose to provide the goods and / or services.</i></p> <p><i>Without restricting what you may outline, please include:</i></p> <ul style="list-style-type: none"> - <i>The location(s) from where the goods and / or services will be provided;</i> - <i>The hours between which you will provide the goods and / or services;</i> - <i>The physical resources you intend to provide and (consequently) the physical resources you anticipate being provided by (the department);</i> - <i>Details of your proposed transition-in arrangements and of transition-out arrangements at the end of the engagement term;</i> - <i>Methods to monitor quality of goods and/ or services;</i> - <i>Environmental impact</i> 	30%	
	Total RFQ Scoring Criteria	100%	

Section 5 – Financial Proposal

Value for money will be determined by assessing the evaluation criteria and taking into account:

- the quality of the proposed submission
- the total cost of the proposal
- any risks (financial, technical or probity related) in entering into a contract with the preferred Tenderer.

The overall value for money evaluation of the Offer will combine the evaluation score and the pricing assessment outcome to determine which Offer provides the best value for money outcomes for DJPR.

1.	Financial <i>Please provide:</i> <ul style="list-style-type: none"> - A fixed capped sum (GST inclusive) for your provision of the services; and - Your daily rate (GST inclusive). <i>Your quote must be valid for 3 months.</i>	
2.	Expenses	<i>Please confirm your compliance with the expense's requirements</i>
	Travel per kilometre will be paid at a maximum of 0.78c per kilometre and itemised in the tax invoice provided.	<i>Yes / No</i>
	Accommodation will be reimbursed based on receipt of a copy of the tax invoice paid.	<i>Yes / No</i>

Section 6 – Offer and Declaration

By submitting this response, the Supplier:

1. confirms that it has read and accepts all of the terms and conditions in:
 - i. this Request For Quotation; and
 - ii. the Conditions of Participation set out in the Invitation to Register;
2. acknowledges and agrees that it is making an offer to contract with DJPR (Offer) which may be accepted or rejected by DJPR and, if accepted, confirmed by issuing a purchase order or email of acceptance (Purchase Order);
3. agrees that if the Offer is accepted, a legally binding agreement is formed between the Supplier and DJPR (Agreement) which includes:
 - i. the Purchase Order;
 - ii. DJPR Purchase Order Terms and Conditions (available at Appendix 1);
 - iii. the Request for Quote; and
 - iv. the Supplier's response to the Request for Quote,
4. where, in the event of inconsistency, the order of precedence set out above will apply;
5. declares there is no actual or potential conflict of interest except to the extent set out in Section 3;
6. declares that it will maintain insurance policies as required by the Purchase Order;
7. acknowledges that any personal information about the Supplier's contact person(s) or a third party will be collected, held, managed, used, disclosed or transferred in accordance with the provisions of the Privacy and Data Protection Act 2014 (Vic) and other applicable laws (Use); and
8. declares that it has obtained the consent of the Supplier's contact person(s) or the third party to the Use of their personal information,

Agreed on behalf of the Supplier by (who represents that they have the authority to bind the Supplier):

Name:

Position:.....

Signature:

Appendix 1: Terms and Conditions

Department of Jobs, Precincts and Regions: Purchase Order Terms and Conditions

These General Conditions apply to the supply of Goods and/or the provision of the Services:

1. **General:** The Supplier must supply the Goods and/or provide the Services specified in the Purchase Order, in accordance with the Specification and this Agreement for the Term.
2. **Order of Precedence:** In interpreting the documents which describe the Goods and/or Services, the following order of precedence will apply to the extent of any inconsistency:
 - (a) any formal contract for the provision of Goods and/or Services entered into by the parties;
 - (b) the Invitation (if any);
 - (c) the Purchase Order and any attachments; and
 - (d) these Terms and Conditions. If the inconsistency remains incapable of resolution by reading down, the inconsistent provisions will be severed from the Agreement without otherwise diminishing the enforceability of the remaining provisions of the Agreement.
3. **Term:** This Agreement commences on the date of the Purchase Order and continues until the Supplier has completed all its obligations under the Agreement and all payments required have been made, unless terminated earlier in accordance with the terms.
4. **Price:** The unit price for the Goods and/or Services is specified in the Purchase Order and is inclusive of all expenses, fees and taxes (excluding GST), for the Term.
5. **Invoicing and payment:**
 - (a) Unless otherwise agreed in writing, the Supplier must submit an invoice to the Department at the 'Bill to' address specified in the Purchase Order on acceptance of the Goods and/or completion of the Services. Each invoice submitted by the Supplier must contain all information required in a tax invoice for the purposes of the GST Act, together with such other information as the Department may reasonably require.
 - (b) Subject to clause 5(a), the Department will pay the undisputed invoiced amount, less any amount required by Law, within 30 days of receipt of an accurate invoice. If the Department disputes the invoice, it must notify the Supplier of the amount the Department believes is due for payment. The parties will endeavour to resolve any such dispute.
 - (c) Payment of an invoice is not to be taken as evidence that the Goods and/or Services have been supplied in accordance with the Agreement but must be taken only as payment on account.
 - (d) The Department will pay simple interest on a daily basis on any overdue undisputed amount on reasonable demand by the Supplier and not less than 30 days after receipt of an accurate invoice, at the rate for the time being fixed under the Penalty Interest Rates Act 1983 (Vic).
6. **Standards for Provision of Services:** In addition to complying with the general conditions under this Agreement, the Supplier must:
 - (a) provide fit for purpose Services in a timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
 - (b) obtain all permits and licences, and meet all relevant standards required under the Specification or by Law or otherwise necessary to carry out the Services or supply the Goods;
 - (c) promptly notify the Department as soon as it becomes aware of any delay or possible delay in the supply of the Services;
 - (d) use appropriately skilled and qualified Personnel to provide the Services;
 - (e) act in good faith and in the best interests of Department; and
 - (f) provide any and all equipment necessary for the performance of the Services.
7. **Failure to Perform Services:** Without limiting any other available remedy, if the Supplier fails to provide any of the Services in accordance with the Agreement:
 - (a) the Department will not be required to pay for those Services (until they are provided correctly) and may require the Supplier to remedy any default or re-perform the Services within a reasonable time; and
 - (b) if the default referred to in this clause 7 is not capable of being remedied or the Services are not capable of being re-performed, or the Supplier fails within the time specified to remedy the default or re-perform the Services, Department may either have the Services remedied or re-performed by a third party or do so itself, and in either case, the Supplier must pay the reasonable costs incurred by Department in doing so.
8. **Delivery and Acceptance of Goods:** The Supplier must deliver the Goods to the Delivery Point by the Time for Delivery set out in the Purchase Order. Acceptance of the Goods by Department will not be taken to have occurred until Department acknowledges acceptance in writing to the Supplier.
9. **Rejection of Goods:**
 - (a) If the Goods do not conform to this Agreement:
 - i. the Department may reject the Goods within 30 days of delivery to the Delivery Point by written notice giving reasons; and
 - ii. the Supplier must, at its cost, collect and remove any Goods that have been rejected as soon as practicable or Department may return the Goods to the Supplier at the Supplier's expense.
 - (b) If Department does not accept or reject the Goods within 30 days of delivery to the Delivery Point, delivery will be deemed to have then occurred.
10. **Warranties in relation to Goods:** The Supplier warrants that:
 - (a) it has the right to sell, and transfer title to and property in the Goods to Department;
 - (b) the Goods:
 - i. are new (unless otherwise specified in writing by the Department) and fit for the purpose stated in the Purchase Order (or, if no purpose is stated, the purpose for which the Goods would ordinarily be used);
 - ii. conform in all respects with the Specification and this Agreement;
 - iii. are free from defects (including defects in installation); and
 - iv. are of merchantable quality and comply with all Laws, and
 - (c) if provided for in the Specification or Purchase Order, the Supplier has obtained the benefit of any manufacturer's warranties for Department.
11. **Title and Risk:** Title in the Goods will pass to Department upon acceptance of the Goods. Risk in the Goods will pass to Department when the Goods are delivered to the Delivery Point.
12. **Other General Warranties:** The Supplier represents and warrants to the Department that:

- (a) **(IP)** it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the Goods and/or Services (including without identifying any person as the individual responsible for creating any material) and its performance of the Agreement will not infringe the Intellectual Property Rights of any person or any Laws;
- (b) **(Conflict)** it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under this Agreement;
- (c) **(Trust)** it has not entered into the Agreement on behalf of a trust, or if it has, the trustee is entitled under the trust deed to be indemnified out of the trust fund; and
- (d) **(Purpose)** where the Department has, either expressly or by implication, made known to the Supplier any particular purpose for which the Goods and/or Services are required, the Goods and/or Services will be performed in such a way as to achieve that result.
- 13. Termination:**
The Department may:
- (a) terminate the Agreement with immediate effect by giving notice in writing to the Supplier, if the Supplier:
- fails to provide the Goods and/or Services in accordance with this Agreement;
 - breaches any provision of the Agreement; or
 - any of its Personnel commits fraud, dishonesty, or any other serious misconduct, or
- (b) terminate the Agreement without cause by giving notice in writing to the Supplier, upon which such termination the Department will pay the Supplier:
- for the Goods and/or Services provided in accordance with the Agreement up to the date of the termination; and
 - the unavoidable and substantiated costs incurred by the Supplier as a direct result of the termination, excluding any loss of revenue or profit, and the Department has no other liability to the Supplier in relation to that termination.
- (c) The Supplier may terminate the Agreement by giving at least 20 Business Days written notice to the Department if the Department fails to pay amounts due under this Agreement within 30 days of the due date for payment.
- 14. Intellectual Property:**
- (a) The ownership of any Contract Intellectual Property shall vest in the Supplier upon the time of its creation.
- (b) The ownership of any Data, including any Intellectual Property Rights in Data, shall vest in the Department upon the time of its creation.
- (c) The Pre-Existing Intellectual Property of each party remains the property of that party or its licensors.
- (d) The Supplier hereby irrevocably and unconditionally grants to the Department, free of additional charge, a non-exclusive, worldwide, perpetual, transferable licence (including the right to sub-license) to use:
- Contract Intellectual Property for any State purpose except commercial exploitation;
 - the Supplier's Pre-Existing Intellectual Property to the extent that it forms part of or is integral to any works or other items created by the Supplier in connection with the provision of Services or the creation of Contract Intellectual Property; and
 - Intellectual Property Rights in relation to any Goods supplied to the extent necessary to allow the Department the full use and enjoyment of those Goods.
- (e) To the extent that the provision of Services by the Supplier necessitates use by the Supplier of the Department's Pre-Existing Intellectual Property, the Department grants the Supplier a non-exclusive, non-transferable licence to use the Department's Pre-Existing Intellectual Property during the term of the Agreement solely for the provision of the Services.
- (f) The Supplier warrants that it has or will procure a written consent from all necessary authors that allows the Department to exercise its rights in the Contract Intellectual Property or the Supplier's Pre-Existing Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those individuals.
- 15. Liability:** The Supplier must indemnify the Department and each of its Personnel against any liabilities, losses, damages, costs or expenses (including legal expense) or compensation arising out of, or in any way in connection with, any breach of this Agreement (including breach of a warranty) or any wrongful, unlawful or negligent act or failure to act by the Supplier or its Personnel.
- 16. Insurance:** The Supplier must obtain and maintain insurance coverage at all relevant times sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the provision of the Goods or Services including professional indemnity and, if applicable, public and products liability insurance. Product liability must match any warranty period or, if required by the Department, must be for three years after acceptance of the Goods. On request, the Supplier must provide the Department with evidence of the currency of any insurance it is required to obtain.
- 17. Confidentiality:**
- (a) The Supplier must, and must ensure its Personnel will, treat as secret and confidential all Confidential Information to which it has access or which is disclosed to it and must take all reasonable steps, including establishment or maintenance of security measures, to ensure that the confidentiality of the Confidential Information is preserved.
- (b) The Supplier must not directly or indirectly disclose the Confidential Information to any other person, without the prior written consent of the Department.
- (c) The Supplier will use the Confidential Information only for the purpose of this Agreement.
- (d) The Supplier must immediately notify the Department of any unauthorised disclosure or use of the Confidential Information or any suspected or potentially unauthorised use or disclosure of the Confidential Information and must take any and all reasonable steps required by the Department to resolve the situation.
- (e) The Supplier hereby consents to the Department publishing or otherwise making available information in relation to the Supplier (and the provision of the Goods and/or Services) as may be required, including to:
- the office of the Auditor General;
 - the Independent Broad-based Anti-corruption Commission; and
 - to comply with Law, including the Freedom of Information Act 1982(Vic).
- 18. Privacy and Data Protection:**
- (a) The Supplier acknowledges that it will be bound by the Information Privacy Principles, Health Privacy Principles and any applicable Code of Practice (together, Privacy Obligations), as relevant, with respect to any act done or practice engaged in by the Supplier for the purposes of the Agreement, in the same way the Department to the same extent as the Privacy Obligations would have applied to the department in respect of that act or practice had it been directly done or engaged in by Department.
- (b) The Supplier must not do an act or engage in a practice that contravenes a Protective Data Security Standard in respect of Data collected, held, used, managed, disclosed or transferred by the Supplier in the course of, or for the purpose of, providing the Services.
- (c) The Supplier will follow all reasonable directions from the Department in respect of the protection of Data collected, held, used, managed, disclosed or transferred by the Supplier in the course of, or for the purpose of, providing the Services.
- 19. Access:** When entering the premises of the Department, the Supplier must, and must ensure that its Personnel will, protect

people and property; prevent nuisance; act in a safe and lawful manner; comply with the reasonable directions of the Department and its Personnel; and comply with the safety standards and policies of the Department (as notified to the Supplier).

20. **Sub-contracting:** The Supplier must not sub-contract to any third person any of its obligations in relation to the supply of the Goods and/or provision of the Services without the prior written consent of the Department (which may be given conditionally or withheld in its absolute discretion). The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.
21. **Compliance with Law:** The Supplier must, performing its obligations under this Agreement, comply with all Laws and Departmental policies affecting, or applicable to, supplying the Goods and/or providing the Services. The Supplier acknowledges and agrees that it has read and aspires to comply with the Victorian Government Supplier Code of Conduct at: <https://www.buyingfor.vic.gov.au/supplier-code-conduct>
22. **GST:** Unless otherwise expressly stated, all prices or other sums are inclusive of GST, as that term is used in the *A new Tax System (Goods and Services Tax) Act 1999 (Cth)*.
23. **General:**
- This Agreement is governed by and is to be construed in accordance with the Law of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts which may hear proceedings in connection with this Agreement.
 - Time is of the essence in relation to the provision of the Goods or Services.
 - This Agreement is the entire agreement between the parties in relation to its subject matter.
 - The agreement may only be varied or replaced by a written document executed by both parties.
 - Each of clauses 10, 12, 15, 16, 17, 18 and this clause 23 survive the termination or expiry of this Agreement

Interpretation

Unless the context otherwise requires:

Agreement means the agreement for the provision of the Goods or Services consisting of these Terms and Conditions, the Purchase Order and any other documents incorporated by reference.

Code of Practice means a code of practice as defined in, and approved under, the Privacy and Data Protection Act 2014 (Vic).

Confidential Information means any technical, scientific, commercial, financial or other information of, about or in any way related to, the Department, including any information designated by the Department as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information which:

- is in or which subsequently enters the public domain other than as a result of a breach of the Agreement;
- the Supplier can demonstrate was in its possession prior to the date of the Agreement;
- the Supplier can demonstrate was independently developed by the Supplier; or
- is lawfully obtained by the Supplier from another person entitled to disclose such information.

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Supplier in the course of providing the Services, except any Intellectual Property Rights in Data.

Data means any data, data sets or databases created by or on behalf of the Supplier in the course of providing the Services.

Delivery Point means the 'Deliver to' address as set out in the Purchase Order or as otherwise notified to the Supplier in writing.

Goods means the goods specified in the Purchase Order.

Health Privacy Principles means the health privacy principles set out in the Health Records Act 2001 (Vic).

Information Privacy Principles means the information privacy principles set out in the Privacy and Data Protection Act 2014 (Vic).

Intellectual Property Rights includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Invitation means the opportunity set out in the tender documents published by the Department or a request for quotation for the market (or the Supplier) to submit offers to Department to supply the Goods or provide the Services pursuant to this Agreement.

Laws means the law of the Commonwealth, State or local or other government in force in the State of Victoria, including common law, legislation and subordinate legislation; and any ordinance regulations, orders and bylaws or government, semi government and local authorities.

Personnel of a party includes the officers, employees, agents, contractors and sub-contractors of that party.

Pre-Existing Intellectual Property means any and all Intellectual Property Rights owned by or licensed to a party which existed prior to the commencement of the provision of the Services, and includes improvements to such Intellectual Property Rights developed during the period of the Agreement but excludes Contract Intellectual Property.

Protective Data Security Standard means any standard issued under Part 4 of the Privacy and Data Protection Act 2014 (Vic).

Purchase Order means the purchase order to which these terms and conditions attach.

Services means the service(s) specified in the Purchase Order.

Specification means the specifications, including service levels (if any) to which the Goods or Services must comply, as notified by the Department to the Supplier in the Invitation or otherwise in writing, or set out in the Purchase Order or as otherwise incorporated in to this Agreement by reference.

Supplier means the entity named in the Purchase Order responsible for Goods and/or providing the Services under this Agreement.

Time for Delivery means the date and, where relevant, the time specified in the Purchase Order (or such other date or time as may be agreed in writing) by or on which the Goods must be delivered by the Supplier.