Contract for Services

User instructions:

Click or tap on light grey text to fill out the form

Delete blue (instruction) text when finished

Contract Details [insert agency logo - optional]

| Insert Title for Contract Add Contract reference if applicable |
| --- |

#  The Parties

## The Buyer:

| Insert the name of the buyer agency e.g. Ministry of Education (not ‘HM the King acting...’). |
| --- |
| NZBN Insert the New Zealand Business Number of the Buyer |
| Insert the business address |

and

## The Supplier:

| Insert the legal name of the Supplier |
| --- |
| NZBN Insert New Zealand Business Number of the Supplier |
| Insert address For a company, use the registered office. For others use physical address. |

#  The Contract

## Agreement

The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.

### Parts of this Contract

The documents forming this Contract are:

1. **Contract Details**: This section
2. **Schedule 1**: Description of Services
3. **Schedule 2**: Standard Terms and Conditions GMC Form 1 SERVICES | Schedule 2 (3rd Edition: version 3.2) available at: www.procurement.govt.nz
4. Any other attachments described at Schedule 1.

### How to read this Contract

* Together the above documents form the whole Contract
* Any Supplier terms and conditions do not apply
* Clause numbers refer to clauses in Schedule 2
* Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at the end of Schedule 2.

#  Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.

| Signed for and on behalf of the Buyer: | Signed for and on behalf of the Supplier: |
| --- | --- |

| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature) |
| --- | --- |
| Name: | Insert name | Name: | Insert name |
| Position: | Insert position | Position: | Insert position |
| Date: | Select date | Date | Select date |

Schedule 1
Description of Services

#  Contract Management and Personnel

| Start Date | Select date | Reference Schedule 2 clause 1 |
| --- | --- | --- |
| End Date | Select date | Reference Schedule 2 clause 1 |
| Renewal | Enter details if renewal is relevant. The Buyer may renew this Contract up to Insert number times for an additional period of Insert length of renewalOR not applicable. | Reference Schedule 2 clause 1 |

## Contract Managers

Reference Schedule 2 clause 4

|  | Buyer’s Contract Manager | Supplier’s Contract Manager |
| --- | --- | --- |
| Name: | Insert name | Insert name |
| Title / position: | Insert position | Insert position |
| Address: | Insert address | Insert address |
| Phone: | Insert phone number | Insert phone number |
| Email: | Insert email address | Insert email address |

## Addresses for Notices

Reference Schedule 2 clause 15

|  | Buyer’s address | Supplier’s address |
| --- | --- | --- |
| For the attention of: | Name of contract manager or senior manager | Name of contract manager or senior manager |
| c.c. Contract Manager | cc Name of contract manager if senior manager above | cc Name of contract manager if senior manager above |
| Delivery address: | Delivery address | Delivery address |
| Postal address: | Postal address | Postal address |
| Email: | Email address | Email address |

## Supplier’s Approved Personnel

Reference Schedule 2 clause 2.5

| [OPTIONAL] | Approved Personnel  |
| --- | --- |
| Name: | Insert name |
| Position: | Insert position |
| Specialisation: | Insert specialisation |

Copy set of three rows and paste to add more Approved Personnel. Approved Personnel should only be listed where the specific personnel are required to perform the Services.

Supplier’s Approved Sub-contractor

Reference Schedule 2 clause 7

| [OPTIONAL] | Approved Sub-contractor  |
| --- | --- |
| Name: | Insert name |
| Position: | Insert name |
| Specialisation: | Insert name |

Copy set of three rows and paste to add more approved subcontractors

#  Description of Services

[Insert a comprehensive and concise description of the Services to be provided. Use the headings as guidance and the questions as prompts]

## Context [optional]

Describe the background to the Services

What are the overarching goals, objectives and outcomes you want to achieve?

## Description of Services

What is the nature of the Services?

How should the Services be delivered?

[Refer to any proposal prepared by the Supplier if this helps describe any aspects of the Service]

[Include details of any meetings that will form part of the Services and that the Supplier must attend]

## Deliverables and Milestones

What are the key Deliverables or outputs?

What are the specific tasks the Supplier must complete?

[If appropriate – include details of the Records that the Supplier must transfer to the Buyer during the term of the Contract, or at the end of the Contract]

Note: the table below is a suggested approach and can be amended to suit. It may be included in this section, or the Invoices section.

| Deliverable/Milestone | Performance Standards | Due date | Invoice date [Option, if different from due date] | Amount payable (exc GST) |
| --- | --- | --- | --- | --- |
| Insert specific Milestones to be achieved | Insert the quality or standard or key performance indicator required | Select date for completion of Milestone | Select date for invoice | $Insert amount of instalment payable on successful completion of Milestone |
| Insert specific Milestones to be achieved | Insert the quality or standard or key performance indicator required | Select date for completion of Milestone | Select date for completion of Milestone | $Insert specific Milestones to be achieved |
| Insert specific Milestones to be achieved. | Insert the quality or standard or key performance indicator required. | Select date for completion of Milestone | Select date for invoice | $Insert specific Milestones to be achieved. |
| Insert specific Milestones to be achieved | Insert the quality or standard or key performance indicator required | Select date for completion of Milestone | Select date for completion of Milestone | $Insert specific Milestones to be achieved |
| Total (excl GST) | $Insert total. |

Delete unwanted rows. Copy and paste to add rows

### Example

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Deliverable/Milestone | Performance Standards | Due date | Invoice date  | Amount payable  |
| 1. Develop training module on health & safety for staff. | In accordance with the Health and Safety at Work Act 2015 and good practice | 20 April 2012 |  | $2,500 |
| 2. Delivery of training to 20 staff. | Two full training sessions of 10 staff each | 30 May 2012 |  | $3,000  |
| 3. Evaluation of training outcomes and end of contract report. | 90% of staff rating training as ‘good’ to ‘excellent’ | 30 June 2012 |  | $1,000 |
|  |  |  | **Total (exc GST)** | $6,500 |

## Filling out the performance standards column

Ask yourself:

What quality standards apply to the deliverable or milestone?

How will these be measured?

When will they be measured and by whom?

What are the key performance indicators that describe the quality standards?

## Specific code of conduct / policies / health & safety / protective security / legislative requirement

Reference any specific code of conduct (other than Supplier Code of Conduct, which is already referenced in clause 2.4 of Schedule 2), policies, health & safety, protective security or legislative requirement the Supplier must be aware of in providing the Services. These can be noted in the ‘Attachments’ box at the end of Schedule 1.

[Attach a copy and/or provide web address where the document can be located]

## Supplier’s Reporting Requirements

Reference Schedule 2 clause 5.2

| Report to: | Description of report | Due date |
| --- | --- | --- |
| Contract Manager | Interim progress report | Select date |
|  | Monthly progress report | Select date |
|  | Project completion report | Select date |

Delete unwanted rows. Copy and paste to add rows.

#  Charges

The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

## **Fees**

Reference Schedule 2 clause 3

The Supplier’s Fees will be calculated as follows: [Choose one option, insert relevant details and delete remainder]

[If the currency is not NZD clearly state the agreed currency]

### Fixed Fee

A fixed Fee of $Fixed fee amount excluding GST.

OR

### Hourly Fee Rate

For each hour worked an Hourly Fee Rate of $Hourly rate fee excluding GST, up to a total maximum of $Maximum fee excluding GST.

If the Supplier reaches the total maximum without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.

OR

### Daily Fee Rate

For each day worked a Daily Fee Rate of $Daily fee rate excluding GST, up to a total maximum of $Maximum fee excluding GST. One day's work is defined as eight hours. If the Supplier works less than a full day the Fee shall be calculated based on the time worked at the agreed Daily Fee Rate; that is, (Daily Fee Rate ÷ 8) x hours worked.

If the Supplier reaches the total maximum without completing the Services, the Supplier is required to complete the Services without further payment, unless otherwise agreed in writing.

OR

### Individual Personnel Rates and/or Approved Personnel Rates

Hourly/Daily Fee Rate for each of the Specialist/Approved Personnel set out below, up to a total maximum of $Maximum fee excluding GST, in accordance with the following table of rates.

The Supplier’s Approved Personnel are named individuals approved by the Buyer, as stated above. [Choose ‘Specialist’ if there are no Approved Personnel]

| Specialist or Approved Personnel | Hourly/Daily Fee Rate (exc GST) | Total hours/days | Total Fees |
| --- | --- | --- | --- |
| Insert required specialisation or name of Approved personnel | Insert hourly or daily rate as applicable | Insert total maximum chargeable hours/days | $Insert total maximum charge for fees |
| Insert required specialisation or name of Approved personnel | Insert hourly or daily rate as applicable | Insert total maximum chargeable hours/days | $Insert total maximum charge for fees |
| Insert required specialisation or name of Approved personnel | Insert hourly or daily rate as applicable | Insert total maximum chargeable hours/days | $Insert total maximum charge for fees |
| Insert required specialisation or name of Approved personnel. | Insert hourly or daily rate as applicable. | Insert total maximum chargeable hours/days. | $Insert total maximum charge for fees. |
| Total chargeable hours/days | Insert total |
| Total chargeable Fees (excluding GST) | $Insert total |

Delete unwanted rows. Copy and paste to add rows.

## Expenses

Reference Schedule 2 clause 3

[Choose one option, insert relevant details and delete remainder]

[If the currency is not NZD clearly state the agreed currency]

### No Expenses are payable.

OR

### Actual and reasonable — general Expenses

The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services up to a total maximum amount of $Total maximum amount excluding GST provided that:

* the Buyer has given prior written consent to the Supplier incurring the Expense
* the Expense is charged at actual and reasonable cost, and
* the claim for Expenses is supported by GST receipts.

OR

### Actual and reasonable — specified Expenses

The Buyer will pay the Supplier's actual and reasonable Expenses incurred in delivering the Services up to the total maximum amounts stated below, provided that the claim for Expenses is supported by GST receipts.

| Item of Expense | Number of items | Cost (exc GST) | Total max cost (exc GST) |
| --- | --- | --- | --- |
| Accommodation | Number of nights | $Cost per night | $Total cost |
| Meals | Breakfast, lunch, and dinner | Number of days | $Total cost |
| Airfares | Number of return flights | $Cost per flight | $Total cost |
| Taxi fares | n/a | n/a | $Total cost |
| Mileage for vehicle | n/a | n/a | $Total cost |
| Printing costs. | Copies | $Amount per item | $Total cost |
| Total maximum Expenses (excluding GST) | $Overall total cost |

Delete unwanted rows. Copy and paste to add new rows

## Daily Allowance

Reference Schedule 2 clause 3

[Choose one option, insert relevant details and delete remainder]

[If the currency is not NZD clearly state the agreed currency]

### No Daily Allowances are payable.

OR

### The Supplier is entitled to charge the following Daily Allowances:

A fixed Daily Allowance to cover accommodation, meals and incidentals, calculated as stated below. The Supplier is not required to provide receipts for Daily Allowances.

| Daily Allowance item | Number of days | Rate | Total |
| --- | --- | --- | --- |
| Accommodation | Number of nights | Rate each night | $Total cost |
| Breakfast | Number of breakfasts | Rate | $Total cost |
| Lunch | Number of lunches | Rate | $Total cost |
| Dinner | Number of dinners | Rate | $Total cost |
| Total maximum Daily Allowances | $Overall total cost |

#  Invoices

Reference Schedule 2 Subject to clauses 3 and 11.7

The Supplier must send the Buyer an invoice for the Charges at the following times:

[Choose one option, insert relevant details and delete remainder]

[If the currency is not NZD clearly state the agreed currency]

**On completion of the Services.**

OR

**At the end of the month, for Services delivered during that month.**

OR

**On the following dates subject to completion of the relevant Deliverables/Milestones.**

| Deliverable/Milestone | Due date | Amount due (exc GST) |
| --- | --- | --- |
| Insert specific Deliverables/Milestones to be achieved | Completion date for Deliverable/Milestone | $Insert specific Deliverables/Milestones to be achieved |
| Insert specific Deliverables/Milestones to be achieved | Completion date for Deliverable/Milestone | $Insert specific Deliverables/Milestones to be achieved |
| Insert specific Deliverables/Milestones to be achieved | Completion date for Deliverable/Milestone | $Amount payable on completion of Deliverable/Milestone |
| Total (exc GST) | $Overall total |

Delete unwanted rows. Copy and paste to add rows.

**Example**

| Deliverable/Milestone | Due date | Amount due (exc GST) |
| --- | --- | --- |
| 1. Development of training module. | 20 April 2012 | $2,500 |
| 2. Delivery of training to 20 staff. | 30 May 2012 | $3,000  |
| 3. Evaluation of training outcomes and end of contract report. | 30 June 2012 | $1,000 |
| Total (exc GST) | $6,500 |

## Address for invoices

Reference Schedule 2 clause 3

|  | Buyer’s address |
| --- | --- |
| For the attention of: | Name of Senior Manager or Contract Manager |
| Address: | Insert address for invoices: physical, postal, or email |

### Other instructions about invoices

For example, contract numbers, name of Buyer’s contract manager, clear description of services.

Insert any special instructions

#  Insurance

Reference Schedule 2 Clause 8

The Buyer does not require any specific insurance under this Contract other than as specified in clause 8 of Schedule 2. [And delete the wording below]

OR

The Supplier must have the following insurance: [Delete what is not applicable]

1. Public liability insurance of $Insert figureper claim.
2. Professional indemnity insurance of $Insert figure per claim and $Insert figure for all claims in the insurance policy period.

1. Add other insurance specific to the Services [For example statutory liability, motor vehicle etc. Note that the level of insurance cover should reflect the risks of the work being undertaken by the Supplier]

#  Conflicts of Interest

Reference Schedule 2 Clause 9

The Supplier declares the following Conflicts of Interest in entering into this Contract and providing the Services:

Insert a description of any Conflicts of Interest [If a conflict of interest is declared, and the Buyer considers that the conflict can be managed, the Buyer must put in place an appropriate conflict of interest management plan.]

OR

[None]

The Supplier declares the following Conflicts of Interest on behalf of its Subcontractors in entering into this Contract and providing the Services:

Insert a description of any Conflicts of Interest [If a conflict of interest is declared, and the Buyer considers that the conflict can be managed, the Supplier must work with the Subcontractor to put in place an appropriate conflict of interest management plan. The Supplier must provide a copy of the management plan to the Buyer, if requested.]

OR

[None]

# Changes to Schedule 2 and attachments

## None

OR

## Schedule 2 of this Contract is amended as follows:

Set out any changes to clauses in Schedule 2 and/or any new clauses that are in addition to Schedule 2

Delete what does not apply.

Attachments

Reference 'Contract documents' described at Page 1

Describe any attachments to this Contract. This includes any specific code of conduct, health & safety, or legislative requirement the Supplier must be aware of in providing the services. Attach a copy and/or provide web address where the document can be located. Otherwise, state ‘None’