

Contract for Services

[insert agency logo - optional]

Click on light grey text to fill out the form.

Insert Title for Contract. Add Contract reference if applicable.

The Parties

The Buyer:

Insert the name of the Buyer agency and New Zealand Business Number. e.g. Ministry of Education (not 'HM the Queen acting...')

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

Any Supplier terms and conditions do not apply.

How to read this Contract

- Together the above documents form the whole Contract.
- 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 clause 17 (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.

Position: Insert position.

Date: Select date.

Name: Insert name.

Position: Insert position.

Date Select date.

Schedule 1

Contract Details and Description of Services

Start Date	Select date.	Reference Schedule 2 clause 1
End Date	Select date.	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 14](#)

	Buyer's address	Supplier's address
For the attention of:	Contract manager or senior manager.	Contract manager or senior manager.
c.c. Contract Manager	cc Contract manager if senior manager above.	cc 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 2.4](#)

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

[Copy set of three rows and paste to add more approved subcontractors](#)

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 concise description of the Services to be provided. Use 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

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 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 due (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 specific Milestones to be achieved.	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 specific Milestones to be achieved.	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 specific Milestones to be achieved.	Select date for completion of Milestone.	Select date for completion of Milestone.	\$Insert specific Milestones to be achieved.
Total (excl GST)				\$Insert total.

Copy and paste to add rows.

Example

1. Develop training module on health & safety for staff.	In accordance with H&S Act & good practice	20 April 2012		\$2,500
2. Delivery of training to 20 staff.	2 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

Performance standards

What quality standards apply to the delivery of the Services?	What are the key performance indicators that describe the quality standards?
Quality standard.	Key performance indicator.
Quality standard.	Quality standard.
Quality standard.	Quality standard.
Quality standard.	Quality standard.

[Copy and paste to add rows.](#)

Quality standard	How will these be measured?	When will they be measured	By whom will they be measured?
Quality standard.	Measure.	Select date.	Insert name or position.
Quality standard.	Quality standard.	Select date.	Quality standard.
Quality standard.	Quality standard.	Select date.	Quality standard.
Quality standard.	Quality standard.	Select date.	Quality standard.

[Copy and paste to add rows.](#)

Specific code of conduct / policies/ health & safety / legislative requirement

Reference any specific code of conduct (other than Supplier Code of Conduct), policies, health & safety 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.

Report to:	Description of report	Due date
	Monthly progress report.	Select date.
	Project completion report.	Select date.

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 required specialisation or name of Approved personnel.	Insert required specialisation or name of Approved personnel.	\$Insert required specialisation or name of 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 required specialisation or name of Approved personnel.	Insert required specialisation or name of Approved personnel.	\$Insert required specialisation or name of Approved personnel.
Insert required specialisation or name of Approved personnel.	Insert required specialisation or name of Approved personnel.	Insert required specialisation or name of Approved personnel.	\$Insert required specialisation or name of Approved personnel.
Total chargeable hours/days			Insert total.
Total chargeable Fees (excluding GST)			\$Insert total.

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.
Subcontractor costs.	n/a	n/a	\$Total cost.

Item of Expense	Number of items	Cost (exc GST)	Total max cost (exc GST)
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.

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.	\$Amount payable on completion of Deliverable/Milestone.
Total (exc GST)		\$Overall total.

Copy and paste to add rows.

Example

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:	Senior Manager or Contract Manager.
Physical address:	Physical address.
Postal address:	Postal address.
Email: If you allow invoices to be sent by email – otherwise delete	Email address.

Insurance

[Reference Schedule 2 Clause 8.1](#)

The Buyer does not require any specific insurance under this Contract. [\[and delete the wording below\]](#)

OR

The Supplier must have the following insurance: [\[delete what is not applicable\]](#)

- Public liability insurance of \$Insert figure. OR Three/five/ten times the total Fees paid and payable under this Contract.
- Professional indemnity insurance of \$Insert figure. OR Three/five/ten times the total Fees paid and payable under this Contract.

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'.