

Instructions: **DELETE BEFORE ISSUE TO THE SUPPLIER**

This form of agreement is not to be used for Contractors. See the [Contractor Guidelines](#) for guidance to engage a contractor.

This NZTA contract template must be used, and needs to be accompanied by [Schedule 2 terms and conditions \(services\)](#)

Should you diverge from this standard contract template: – please contact [Legal Services](#)

If you would like assistance in preparing your contract, or a constructive peer review of your draft, please contact [Procurement](#).

The procedures that need to be applied before this contract is signed are outlined below. Internal declaration for the Delegated Financial Authority (DFA) is required to acknowledge that the below conditions have been read and met.

### Internal Declaration

By signing this contract, the DFA holder will be acknowledging that the below conditions have been read and agreed that they have been met:

- This is **not** a **contractor** engagement (see [Contractor Guidelines](#)).
- An appropriate [Procurement strategy/plan](#) has been completed and a [Procurement decision record](#) approved.
- All relevant **declaration of interest form(s)** have been completed and any identified conflicts have been appropriately managed in accordance with the Conflict of Interest Policy.
  - For more information, please refer to the [Declaration of Interest policy](#) and visit the [Probity and conflicts of interest in procurement](#) section of the [Procurement OnRamp page](#).
- Appropriate **due diligence** checks have been undertaken.
  - In this context we are referring to due diligence on the preferred supplier. You complete due diligence by undertaking activities to independently verify that a supplier or provider:
    - is who they claim to be
    - has the financial ability to deliver, and
    - has the necessary capacity and capability to deliver over the life of the contract.
  - All due diligence actions should be documented.
    - Information about undertaking due diligence checks [can be found here](#).
- All mandatory information will be entered into the [Contract Register](#) after execution of this contract
- If this is for a 'Panel of Suppliers' and for wider NZTA use; please ensure this panel is published on Procurements OnRamp Page via [Procurement@nzta.govt.nz](mailto:Procurement@nzta.govt.nz)
- The **correct DFA** to execute this contract has been identified
  - **Note:** approval from the Chief Technology Officer, Chief Data Officer or Head of Cyber Security is required before any engagement with suppliers for the purchase of computer hardware, software or services is undertaken. See the contracts [here](#).
- If the contract is a direct appointment and **over the threshold** for open advertising an **exemption request** in the [Procurement decision record](#) must be approved.
- There is **budget** for this activity.
- You have taken steps to get **value for money** (negotiated, assessed value for money etc).
- The standard contract terms and conditions have **not been altered** or if so, **Legal has reviewed** and approved changes.
- A [Contract decision record](#) has been approved by the DFA **before** the contract is signed.

# 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 Title for Contract. Add Contract reference if applicable**

**Insert Contract number** – use the Contract Register to get a contract number issued (this number will be used across all documentation for this procurement)

## The Parties

### The Buyer:

New Zealand Transport Agency (NZ Transport Agency Waka Kotahi)

A Crown entity established on 1 August 2008 by section 93 of the Land Transport Management Act 2003

44 Bowen Street, Wellington

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 2 SERVICES | Schedule 2 (3<sup>rd</sup> Edition: Version 3.1) available at: [www.procurement.govt.nz](http://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)

**Name:**      Insert name

**Position:** Insert position

Date: 

(signature)

**Name:** Insert name

**Position:** Insert position

Date

# Schedule 1

## Description of Services

### Contract Management and Personnel

<b>Start Date</b>	Select date	<i>Reference Schedule 2 clause 1</i>
<b>End Date</b>	Select date	<i>Reference Schedule 2 clause 1</i>
<b>Renewal</b>	<p>Enter details if renewal is relevant.</p> <p>The Buyer may renew this Contract up to Insert number times for an additional period of Insert length of renewal</p> <p>OR not applicable.</p>	<i>Reference Schedule 2 clause 1</i>

### Contract Managers

*Reference Schedule 2 clause 4*

	<b>Buyer's Contract Manager</b>	<b>Supplier's Contract Manager</b>
<b>Name:</b>	Insert name	Insert name
<b>Title / position:</b>	Insert position	Insert position
<b>Address:</b>	Insert address	Insert address
<b>Phone:</b>	Insert phone number	Insert phone number
<b>Email:</b>	Insert email address	Insert email address

### Addresses for Notices

*Reference Schedule 2 clause 14*

	<b>Buyer's address</b>	<b>Supplier's address</b>
<b>For the attention of:</b>	Name of contract manager or senior manager	Name of contract manager or senior manager
<b>c.c. Contract Manager</b>	cc Name of contract manager if senior manager above	cc Name of contract manager if senior manager above
<b>Delivery address:</b>	Delivery address	Delivery address
<b>Postal address:</b>	Postal address	Postal address
<b>Email:</b>	Email address	Email address

### Supplier's Approved Personnel

*Reference Schedule 2 clause 2.4*

[OPTIONAL]	<b>Approved Personnel</b>
<b>Name:</b>	Insert name
<b>Position:</b>	Insert position

[OPTIONAL]	<b>Approved Personnel</b>
<b>Specialisation:</b>	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]	<b>Approved Sub-contractor</b>
<b>Name:</b>	Insert name
<b>Position:</b>	Insert name
<b>Specialisation:</b>	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

<b>Deliverable/Milestone</b>	<b>Performance Standards</b>	<b>Due date</b>	<b>Invoice date</b> [Option, if different from due date]	<b>Amount payable (exc GST)</b>
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
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<b>Total (exc GST)</b>				\$Insert total

Delete unwanted rows. Copy and paste to add rows

### Example

<b>Deliverable/Milestone</b>	<b>Performance Standards</b>	<b>Due date</b>	<b>Invoice date</b>	<b>Amount payable</b>
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
			<b>Total (exc GST)</b>	\$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 (including, if applicable, the Supplier Code of Conduct issued by the Procurement Functional Leader – see [www.procurement.govt.nz](http://www.procurement.govt.nz)), 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]

<b>Specialist or Approved Personnel</b>	<b>Hourly/Daily. Fee Rate (exc GST)</b>	<b>Total hours/days.</b>	<b>Total Fees</b>
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
<b>Total chargeable hours/days</b>			Insert total
<b>Total chargeable Fees (excluding GST)</b>			\$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.

<b>Item of Expense</b>	<b>Number of items</b>	<b>Cost (exc GST)</b>	<b>Total max cost (exc GST)</b>
Accommodation	Number of nights	\$Cost per night	\$Total cost



Item of Expense	Number of items	Cost (exc GST)	Total max cost (exc GST)
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
<b>Total maximum Expenses (excluding GST)</b>			\$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
<b>Total maximum Daily Allowances</b>			\$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
<b>Total (exc GST)</b>		<b>\$Overall total</b>

Delete unwanted rows. 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
<b>Total (exc GST)</b>		<b>\$6,500</b>

#### Address for invoices

Reference Schedule 2 clause 3

	<b>Buyer's address</b>
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 8.1

**The Buyer does not require any specific insurance under this Contract other than the requirements under clause 8.1 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 figure
2. Professional indemnity insurance of \$Insert figure per claim and \$Insert figure for all claims in the insurance policy period.
3. Add other insurance specific to the Services [\[For example statutory liability, motor vehicle etc. Note that the level of insurance cover should reflect the risks of the work being undertaken by the Supplier.\]](#)

## Changes to Schedule 2 and attachments

**None**

**None, other than those stated below and not to be deleted'**

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

**1) Amend "Definitions" clause, by adding the following definitions:**

**"Buyer's Personal Information"** means Personal Information made available to the Supplier by or on behalf of the Buyer, or collected by the Supplier for the Buyer, in connection with this Contract.

**"Data Breach"** means any incident involving facilities, systems, personnel, suppliers and/or Subcontractors of the Supplier that: (a) involves (or gives rise to a real risk of) unauthorised or accidental access to, use, disclosure, alteration, loss or destruction of, any of the Buyer's Personal Information; or (b) prevents the Buyer from accessing the Buyer's Personal Information on either a temporary or permanent basis; or (c) would prompt a reasonable and prudent person in the Buyer's position to notify (or consider notifying) the incident to the Privacy Commissioner and/or one or more individuals under NZ Privacy Laws.

**"NZ Privacy Laws"** means the Privacy Act 2020, and any New Zealand laws, regulations, codes of practice and approved information sharing agreements insofar as they regulate the collection, processing, storage, use and/or disclosure of information about individuals; in each case as amended or replaced from time to time.

**3) Delete clause 3.3 and replace it with the following:**

**"Payment:** Subject to clauses 3.4 and 11.4(e), the Buyer will pay a Valid tax invoice within 10 Business Days of receipt by the Buyer of the Valid tax invoice."

**4) Delete clause 13 "Confidential Information" and replace it with the following:**

**"Confidential Information"**

13.1 Except as permitted by this clause 13.1 to 13.4 (inclusive), a party shall keep the other party's Confidential Information confidential and shall not, without the prior written approval of the other party, disclose the other party's Confidential Information or use that Confidential Information for any purpose other than the purpose of this Agreement (which in the case of the Buyer, will include obtaining the full benefit of the Agreement and all rights granted under it).

13.2 A party will not be in breach of clause 13.1 in circumstances where it is legally compelled to disclose the other party's Confidential Information, or where disclosure is required by any government agency, minister of the Crown or parliamentary officer or body, provided that party gives the other party notice of the requirement as soon as practicable before such disclosure is made (if such notice is permitted by law).

13.3 Either party may disclose Confidential Information to its directors, employees, contractors, officers or agents, provided that party ensures each such person complies with the restrictions in these clauses 13.1 to 13.4 (inclusive) and clause 14A.1 to 14A.7 (inclusive) (if applicable) as if such person were a party to this Contract.

13.4 Either party may also disclose Confidential Information if and to the extent the information:

- a. was known to the receiving party before the information was disclosed to it;

- b. is disclosed to the receiving party on a non-confidential basis by a third party who has the right to make the disclosure;
- c. is generally available to the public through no fault of the receiving party; or
- d. is developed by the receiving party independently of the information disclosed by the disclosing party.

**5) Amend clause 14.1 “Protection of Personal Information”, by adding the following subclauses**

- e. comply at all times with Privacy at the NZ Transport Agency Waka Kotahi – A Guide for Suppliers and Service Providers (<https://www.nzta.govt.nz/about-us/about-this-site/privacy-guide-for-suppliers-and-service-providers/>).
- f. refrain from using or disclosing the Buyer’s Personal Information (including to any Subcontractors or Employees) except as strictly necessary to comply with this Contract. The Supplier must ensure that any Subcontractors to whom it discloses the Buyer’s Personal Information are subject to contractual restrictions on the handling, use and disclosure of that information no less strict than those in this Contract.

**6) Amend clause 14 “Privacy” by adding the following clauses**

- 14.4 Except as agreed in writing, the Supplier must not store or process (or permit the storage or processing of) the Buyer’s Personal Information in any location outside New Zealand.
- 14.5 The Supplier must promptly return and/or irreversibly erase all the Buyer’s Personal Information (at the Buyer’s option), once no longer required for the purposes of this Contract, and otherwise where directed by the Buyer.
- 14.6 The Supplier will comply with any reasonable direction from the Buyer, where the Buyer reasonably considers that this is necessary to enable the Buyer to comply with a notice or direction given to the Buyer by the Privacy Commissioner.
- 14.7 The Supplier will not comment publicly, including to the media, about any Data Breach, or any breach of this Section 14, without the written consent of the Buyer.

If this contract is for cleaning or security services, you must insert the following “Living Wage” amendments into this document. For any other services, please remove clause 7 (3A) below:

**7) Insert the following new clause 3A:**

**3A Living wage**

3A.1 The Supplier must pay any employee or Subcontractor that performs security or cleaning services in connection with the Relevant Services a gross hourly rate (before deductions) equal to or more than the Living Wage Rate. The Supplier shall also use reasonable endeavours to ensure that any employee or contractor engaged by a Subcontractor that performs security or cleaning services in connection with the Relevant Services is paid a gross hourly rate (before deductions) equal to or more than the Living Wage Rate.

3A.2 The Supplier shall maintain a complete and correct set of records relating to the Supplier’s compliance with its obligations under 3A and will use reasonable endeavours to ensure that each relevant Subcontractor also maintains a complete and correct set of records relating payment by that Subcontractor as contemplated by 3A.

3A.3 The Buyer may, within 14 days’ written notice conduct a compliance audit with respect to the Supplier’s obligations (or a relevant Subcontractor’s obligations) under 3A. The Supplier must immediately comply with (and will use reasonable endeavours to ensure each relevant Subcontractor complies with) all requests and requirements of the Buyer in relation to or in connection with any such audit.

3A.4 Any change to the Living Wage Rate shall be treated as a variation and the Supplier may increase (with prior written agreement with the Buyer), the Fixed Fee, the Hourly Fee Rate or the Daily Rate (as the case may be) by such amount as the

Supplier would have received but for the increase in the Living Wage Rate, provided that the Supplier will not be entitled to recover any more margin than the Supplier would have received but for the change to the Living Wage Rate.

3A.5 In this clause 3A, unless the context requires otherwise, “Living Wage Rate” means the higher of (a) \$22.75 per hour; and (b) the New Zealand living wage hourly rate promoted by Living Wage Aotearoa New Zealand (or a similar or equivalent nationwide living wage hourly rate) [at the time the Relevant Services are carried out].

## 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'.