

GovCMS Drupal Services Panel - Contract Order Form (v.2.4)

In accordance with the Head Agreement between the Commonwealth of Australia, as represented by the Department of Finance (ABN 61 970 632 495), and
***[Insert name and ABN]*** (**Contractor**), the Agency (described in Item 1 below) places this Contract Order Form to enter a Contract for the Drupal Services described below in accordance with the terms and conditions described in the Head Agreement.

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| **Panel Administration and Instructions:** Entities subject to the Commonwealth Procurement Rules:* Contracts valued at greater than $10,000 must be reported on AusTender within 42 days.
* Method of procurement: Open Tender under Panel Deed of Standing Offer (SON3816897)[[1]](#footnote-2).

All draft contracts and changes being proposed (change orders) **must** be sent to Finance via email to govcms@finance.gov.au for review and confirmation that each contract is formed in accordance with the Head Agreement and are suitable for execution. Contract Commencement Report: Within 7 days of entering into a contract with an Agency, the Contractor must provide a copy of the executed contract/change order to Finance. |
| **Finance Use Only:** |

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| **Reviewed by GovCMS team member:** |  |
| **Date:** |  |

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| **Parties to the Contract** |
|  | ***Agency*** | [Insert Agency name] |
|  | ***Agency Representative and Address for Service (Refer clauses 37 and 38 of the Head Agreement)*** | **Agency Representative:****Name:** [Insert contact name]**Position:** [Insert title]**Address:** [Insert address, including postcode]**Address for Notice:** [Insert alternative address if different from the above address]**Email:** [Insert email address]**Telephone:** [Insert telephone number, including area code]**Mobile:** [Insert mobile number] |
|  | ***Contractor*** | [Insert Contractor's name] |
|  | ***Contractor Representative (Key Persons) and Address for Services (Refer clause 37 and 38 of the Head Agreement and clause 7.6 of Module 1***  | **Contractor Representative:****Name:** [Insert contact name]**Position:** [Insert title]**Address:** [Insert address, including postcode]**Address for Notice:** [Insert alternative address if different from the above address]**Email:** [Insert email address]**Telephone:** [Insert telephone number, including area code]**Mobile:** [Insert mobile number] |

| **Contractual Details** |
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|  | ***Head Agreement Number*** | WDSHA2X-XX*[To be supplied by Finance prior to the Agency entering into a Contract]* |
|  | ***GovCMS Drupal Services Contract Identifier*** | GOVCMS21DSPXXXX*[To be supplied by Finance prior to the Agency entering into a Contract]* |  |
|  | ***Contract Start Date (Refer clause 6.1 of the Head Agreement)*** | [Insert date the Contract is due to start e.g. dd/mm/yyyy; otherwise insert 'On execution by both parties'. |
|  | ***Initial Contract Period (Refer clause 6.1 of the Head Agreement)*** | [Insert period of time for which the Contract will run prior to any extensions. e.g. 6-months] |
|  | ***Contract Extension Option Period(Refer clauses 6.2 to 6.4 of the Head Agreement)*** | [Insert any period of time for which the Contract might be extended by the Agency.] |
|  | ***Project Description*** | [Describe the outcome and requirements of the project, whether there is an existing website, what is the purpose for this project, is data to be migrated and how, the size of the website, who is going to use it.] |

| **Agency Related Details** |
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|  | ***Agency Purchase/Contract Order Number*** | [Insert Agency's Purchase/Contract Order Number] |
|  | ***Agency website***  | [Insert Website URL or project name] |
|  | ***Hosting arrangements*** | [Insert GovCMS SaaS | GovCMS PaaS | Other]*[Agency must specify what hosting arrangement is being used (if GovCMS SaaS, GovCMS PaaS, or a non-GovCMS hosting provider). ]* |
|  | ***GovCMS Subscription Number***  | [Insert the GovCMS MOU number 202XXXXX] |
|  | ***Project Go-live Date*** | [Insert date website is required, e.g. dd/mm/yyyy]  |

| **Deliverables** |
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|  | ***Deliverables(Refer clause 8 of the Head Agreement, Part B of Attachment 2 to Module 1 (Drupal Services)*** | [Insert text]*[Drafting notes for agency:**Describe the Drupal Services required in a manner consistent with the RFQ/Statement of Requirements and the GovCMS Drupal Services Panel Product and Service Catalogue. The Drupal Services description should describe the specific Drupal Services required, user-stories, technical specifications, supporting documentation (e.g. technical, functional, UAT, SOPs, training, project documentation) any key milestones for delivery and installation dates, requirements for site preparation, any additional transition out requirements and any implementation activities or services including timelines etc. Insert the performance or quality requirements for the Drupal Services and/or any specific outcomes required to be met for the Drupal Service.]* |

| **Pricing (Products and Services Guide))** |
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 | **Service items(as per Panel Supplier’s Category 1, Category 2, or Category 3 services from the Drupal Services Panel Products and Services Guide)** | **Quantity(e.g. hours, days, or fixed price)** | **Unit Cost(as per Products and Services Guide)** | **Total Cost** | **Cost to Agency(including discount)** |
| *(Drafting notes for agency: the table must be used in the format presented; Contractor’s permitted Deliverables and Categories of Deliverables and Services and Pricing for the Deliverables are specified in the GovCMS Drupal Services Pricebook (Module 1 Attachment 2 Part B of the Head Agreement)* **(*link*** [Products and Services Guide](https://www.govcms.gov.au/dsp) |
| *(e.g. Drupal theme builder)* | *(20days)* | *($800/day)* | *($16,000.00)* | *($12,000.00)* |
| *(e.g. Category 2 (fixed-priced) Monthly Application Support package 10 hour)* | *Contract term up to 12months* | *($2,000/ month)* | *($24,000.00)* | *($24,000.00)* |
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| ***Sub-total cost of services*** *(including any discounts excluding GST)*  | **[=(TOTAL ABOVE]** |
| ***ADD GovCMS Central Administration Fee (CAF) = 6% of cost of services (excluding GST)*** | **[=TOTAL cost of services \* 6%]** |
| ***Total cost of services*** *(including CAF and excluding GST)* |  |
| ***Total contract value*** *(including GST 10% and CAF 6%)* |  |
| ***Is the Contractor passing on the 6% CAF to the Agency?****(Refer clause 23 of Module 1 to the Head Agreement: The Central Administration Fee (CAF) must be included in the Contract/Change Order form, and applies where the Contractor, in addition to the cost of services recovers the CAF directly from the Agency. Finance will charge the Contractor the CAF for all Contracts. The Contractor may choose to absorb or pass on the CAF to the Agency)* | **Yes / No** |

| **Financial Terms** |
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|  | ***Travel and Disbursements (Refer Part C Attachment 2 to Module 1)*** | [Insert details of any approved travel and disbursements or insert 'Not Applicable'.][*Drafting note for agency: The Contractor must seek prior written approval]* |
|  | ***Payment of Charges(Refer clause 11 of the Head Agreement):*** | **Attention:** [Insert]**Address:** [Insert address, including postcode][Specify preferred method for payment of Charges – e.g. electronic transfer and include bank details.]**Account Name:** [Insert]**Bank/Branch:** [Insert]**BSB number:** [Insert]**Account number:** [Insert] |
|  | ***Invoice milestones*** | [Indicate schedule of invoices] |

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| **Contract Terms** |
|  | ***Subcontractors(Refer clause 13 of the Head Agreement)*** | [Insert Approved Subcontractors that are subject to clause 13 of the Head Agreement.] |
|  | ***Offshore Resources*** | [Insert details of offshore resources, including the country, used at any time during the contract period]*[Drafting note for agency: If not specified in the RFQ or Products and Services Guide the Contractor must declare the use of any offshore resources and location(s)].* |
|  | ***Work location*** | [Insert work location details: agency/remote/Contractor’s office]*[Drafting note for agency: It is at the buyer’s discretion where the work is to be completed. This includes remote working, on-site at the buyer’s office, on-site at the seller’s registered work location, in Australia at another agreed location, or offshore.]* |
|  | ***Specific remote working arrangements*** | [Insert remote working arrangements/requirements]*[Drafting note for agency: If the buyer is happy for the Services to be delivered at a location that is not the buyer’s office, describe how you will interact with the seller over the life of the project. (e.g., GovTEAMS, Teleconference, specific video conferencing or online conferencing tools, preferences for scrum/Kanban tools, project, and issue tracking]* |
|  | ***Documentation (Refer clauses 14 and 17 of Module 1)*** | The Contractor will supply documentation as specified in this contract and in accordance with the standards and codes required under clause 17 of the Module 1. [Add any details of Documentation to be supplied by the Contractor under the project/contract].*[Drafting note for agency: Be sure to include any project documents under deliverables, including technical, functional, codebase, UAT, Operating Manual, Training materials etc as applicable. in addition to the Documentation required under clause 14 of the Module Specific Terms.]* |
|  | ***Agency Supplied Items (Refer clause 20 of Module 1)*** | [Insert details of any Agency Supplied Items to be provided to the Contractor. Otherwise insert 'Not Applicable'.] |
|  | ***Agency Assistance and responsibility for preparation of the premises/facilities (Refer clause 20 of Module 1)*** | [Insert details of any access to Agency sites, accommodation, facilities, equipment, furnishings, fixtures, support, and other assistance to be provided to the Contractor.][Insert details of the Agency's obligations for the preparation of its premises and / or facilities.] |
|  | ***Project Management (Refer clause 18.2 of Module 1)*** | [The Contractor must comply with any Project Management requirements specified. Specify the details of any project management services required. e.g. weekly sprint meetings, project backlog and prioritisation] |
|  | ***Standards and Codes (Refer clause 17 of Module 1)*** | [Insert any additional specific standards for the supply of a Drupal Service including industry codes or best industry practice methodologies; otherwise insert 'Not Applicable'.] |
|  | ***Agency and Contractor Confidential Information (Refer clause 15 of the Head Agreement)*** | [A party to the Head Agreement or a Contract must not, without the prior consent of the other party, disclose any Confidential Information of the other party to a third party. Insert any additional or specific requirements.] |
|  | ***Intellectual Property Rights (Refer clause 14 of the Head Agreement and clause 11 of Module 1)*** | In accordance with clause 14 of the Head Agreement and clause 11 Module 1.For clarity, in accordance with clause 11 Module 1: * Intellectual Property Rights in any New Material vest in the Agency absolutely on creation; and
* clause 14.2 of the Head Agreement does not apply.

*(Note: The reference to clause 13.2 of the Head Agreement in clause 11.1.2. of Attachment 2 to Module 1 should be a reference to clause 14.2 of the Head Agreement. The drafting in the Module is an error. For all Contract Order Forms for a Contract under this Module 1, the Intellectual Property Rights in any New Material vest in the Agency upon creation. Clause 14.2 of the Head Agreement does not apply. The drafting above clarifies this point).* |
|  | ***Reporting (Refer clause 27 of the Head Agreement, clause 19 of Module 1, and clauses 16 to 18 of the Statement of Requirements)*** | [Insert any Agency-specific reporting required by the Agency and the applicable timeframes. (e.g. The Contractor to supply fortnightly burn down and budget reports; and advise the Agency when expenditure reaches 70-80% of Contract value].**Contract Commencement Report:** Within 7 days of entering into a Contract with an Agency, the Contractor must provide a copy of the executed Contract/Change Order to Finance. |
|  | ***Security requirements including compliance with the ISM and PSPF (Refer clause 22 of the Head Agreement and clause 15 of Module 1)*** | [Insert any additional security requirements, such as whether the Contractor will require security clearances and what level; or agencies may request Contractors, including subcontractors and offshore resources sign a Confidentiality Agreement. A template is available on request.] |
|  | ***Data Protection (Refer clause 15.13 of Module 1):*** | [Insert 'Required' if the Contractor is to provide to Finance and the Agency on request an audit log of access to Agency Material OR insert 'Not applicable'.] |
|  | ***Technology threats (Refer clause 15.2 and 15.11 of Module 1)*** | [Insert details of the parties' obligations in relation to technology threats. [e.g. The Contractor must comply with all requirements specified in relation to the protection of data or Materials, including any anti-virus and firewall requirements; and for personal devices, Contractors must conduct virus scanning and malware detection] |
|  | ***Open-Source Software (Refer clause 12.7 of Module 1)*** | [Insert details of any alternative options for the provision of an IP register and whether the final payment is not subject to the provision of this register OR insert 'Not applicable'.] |
|  | ***Acceptance Testing and Acceptance Criteria (Refer clause 10 of the Head Agreement)*** | [Deliverables delivered under a Contract are subject to Acceptance by the Agency unless specified otherwise. Insert agreed Acceptance arrangements (including timeframes) or specify any Drupal Services that are not subject to Acceptance.] (e.g. the website is successfully installed and functional) |
|  | ***Service Levels and Service Credits (Refer clause 21 of Module 1):***  | [Insert details of any Service Levels including what will be measured, when and how it will be measured, who is responsible for measuring it, and the consequences of a failure to meet the Service Level.] |
|  | ***Service Credits (Refer clause 21 of Module 1)***  | [Insert any Agency-specific Service Credits applicable for failure to meet the Service Level specified above.] |
|  | ***Liability Cap (Refer clause 24 of the Head Agreement and clause 24 of Module 1)*** | As per clause 24 of Attachment 2 to Module 1.[OR insert details of alternative agreed liability cap e.g. three times the total value of the Contract (excluding GST).] |
|  | ***Additional Insurance Requirements (Refer clause 18.1.1(e) of the Head Agreement)*** | [Insert any additional insurance requirements or insert 'As per the Head Agreement requirements'.] |
|  | ***Additional warranties (Refer clause 17 of the Head Agreement)*** | [The default warranty period, unless specified otherwise, is 30 calendar days from acceptance of the services. If no acceptance is required, the warranty period starts from delivery of those services.][Insert any additional warranties for the Drupal Service. Otherwise insert 'Not Applicable'.] |
|  | ***Indemnity (Refer clause 25 of the Head Agreement)*** | As per clause 25 of the Head Agreement[OR specify whether clause 25 of the Head Agreement does not apply and insert details of Contractor indemnity if different.] |
|  | ***Electronic execution*** | Each party consents to the signing of this Contract by electronic means. The parties agree to be legally bound by this Contract signed in this way. |
|  | ***Vendor Terms (Category 3 only)*** | [**For Category 3 only**: List the Vendor Terms that will apply and attach each as an attachment to this Contract Order Form. Copies of Vendor Terms that Finance has agreed to will be provided by Finance prior to execution of this Contract Order Form. Before a buyer agency approaches the DSP for Category 3 services, they need to contact GovCMS about their requirements.] |
|  | ***Other*** | [Insert details of any special conditions or amendments approved by Finance.] |

**EXECUTED AS AN AGREEMENT**

**AGENCY**

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| **Executed as an agreement** for and on behalf **[Agency] ABN [INSERT ABN of Agency]** by its duly authorised delegate in the presence of: | ))))))) |  |
| Signature of witness |  | Signature of delegate |
| Name of witness |  | Name of delegate |
| Date |  | Date |

*Contractor to sign relevant agreement as either Director, Power of Attorney, or Authorised Representative*

**CONTRACTOR (If a Director)**

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| **Executed as an agreement** by the **[*INSERT Contractor’s* *name*]** (ABN [**INSERT ABN of Contractor**]) in accordance with section 127 of the *Corporations Act 2001* (Cth): | ))))))) |  |
| Signature of Director |  | Signature of Director/Company Secretary |
| Name of Director |  | Name of Director/Company Secretary |
| Date |  | Date |

*\*Finance will accept e-signatures by Company officers which comprise an image of their normal signature, name, position/title, date, and time stamp, created using Adobe Sign, DocuSign or other agreed platform.*

**OR**

**CONTRACTOR (Power of Attorney)**

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| **Executed as an agreement** for and on behalf of [**INSERT NAME of Contractor**] (ABN [**INSERT ABN of Contractor**]) under power of attorney dated [**INSERT date of power of attorney**]: | ))))))) | In the presence of: |
| Signature of Attorney |  | Signature Witness |
| Name of Attorney |  | Name of Witness |
| Date |  | Date |

**Note:** A copy of the power of attorney pursuant to which this Change Proposal Agreement will be executed will need to be provided to Finance.

**OR**

**CONTRACTOR (Authorised Representative)**

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| **Executed as an agreement** for and on behalf of [**INSERT NAME of Contractor**] (ABN [**INSERT ABN of Contractor**]) by its duly authorised representative: | ))))))) | In the presence of: |
| Signature of Authorised Representative |  | Signature Witness |
| Name and Position of Authorised Representative |  | Name of Witness |
| Date |  | Date |

1. Non-Corporate Commonwealth entities in undertaking procurements with a value above $10,000 must be reported on AusTender within 42 days from the date the contract is fully executed. This includes contracts and contract variations. [↑](#footnote-ref-2)