

Contract for Services

Contract Details



Molyneux Bay Survey 2025

The Parties

The Buyer:

Otago Regional Council

NZBN 9429041912362

70 Stafford Street, Dunedin

and

The Supplier:

Insert the legal name of the Supplier

NZBN Insert New Zealand Business Number of the Supplier

Insert 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 (3rd Edition) 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 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)

Name: Insert name

Position: Insert position

Date: Select date

(signature)

Name: Insert name

Position: Insert position

Date Select date

Schedule 1

Description of Services

Contract Management and Personnel

Start Date	03/03/2025	<i>Reference Schedule 2 clause 1</i>
End Date		<i>Reference Schedule 2 clause 1</i>
Renewal	not applicable.	<i>Reference Schedule 2 clause 1</i>

Contract Managers

Reference Schedule 2 clause 4

	Buyer's Contract Manager	Supplier's Contract Manager
Name:		Insert name
Title / position:		Insert position
Address:	70 Stafford Street, Dunedin	Insert address
Phone:		Insert phone number
Email:		Insert email address

Addresses for Notices

Reference Schedule 2 clause 14

	Buyer's address	Supplier's address
For the attention of:		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:	70 Stafford Street, Dunedin	Delivery address
Postal address:	As Above	Postal address
Email:		Email address

Supplier's Approved Personnel

Reference Schedule 2 clause 2.4

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

Approved Personnel should only be listed where the specific personnel are required to perform the Services

Description of Services

Description of Services

The services are to provide services related to the Otago Aerial Imagery as provided in the:

1. Buyer's Request for Quotes – Molyneux Bay Coastal Survey 2025 ("the Buyers Tender"); and
2. The Supplier's Tender.

These documents are attached and form part of the Contract.

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 provided for in the Supplier's Tender.

Expenses

Reference Schedule 2 clause 3

No Expenses are payable.

Daily Allowance

Reference Schedule 2 clause 3

No Daily Allowances are payable.

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:

On completion of the Services.

Address for invoices

Reference Schedule 2 clause 3

	Buyer's address
For the attention of:	Accounts
Address:	70 Stafford Street, Dunedin 9054

	Buyer's address
Postal address:	Private Bag 1954, Dunedin 9054
Email:	finance@orc.govt.nz

Insurance

Reference Schedule 2 Clause 8.1

The Supplier must have the following insurance:

1. Public liability insurance of \$10,000,000
2. Aircraft liability \$10,000,000

Changes to Schedule 2 and attachments

Schedule 2 of this Contract is amended as per the attached Further Terms

Attachments

Reference 'Contract documents' described at Page 1

Further Terms

Buyer's Request for Quotes –Molyneux Bay Coastal Survey 2025

FURTHER TERMS

GOVERNMENT MODEL CONTRACT (GMC) Form 2 SERVICES (3rd Ed)

This document sets out further terms and amendments to the Standard Terms and Conditions in Schedule 2. These Further Terms will prevail over the Standard Terms and Conditions in Schedule 2 to the extent of any conflict or inconsistency.

2. The Services

Supplier's obligations

Delete clause 2.3 and substitute the following:

Supplier's obligations: The Supplier represents and warrants to the Buyer that:

- a. all Services carried out by the Supplier will be performed:
 - i. with due care, skill and diligence;
 - ii. on time and in accordance with all Applicable Requirements, Good Industry Practice, the Description of Services, the Performance Standards, the Supplier Code of Conduct issued by the Procurement Functional Leader (see www.procurement.govt.nz), and all other requirements of this Contract;
 - iii. within the amounts agreed as Charges, which are sufficient to cover the cost of performing all obligations under and in connection with this Contract; and
 - iv. to the satisfaction of the Buyer (acting reasonably);
- b. the Supplier is fully experienced and properly qualified, licenced, equipped, organised, and financed to perform and complete the Services to the extent specified under this Contract;
- c. any goods supplied in connection with this Contract will be fit for purpose and will comply with all Applicable Requirements, Good Industry Practice, the Description of Services and all other requirements of this Contract; and
- d. the Services will, when completed, comply in all respects with the Description of Services and any other warranties, standards and/or representations contained in this Contract.

Health, Safety and Security

Amend clause 2.6 by adding a new subclause e. after subclause d. as follows:

- e. comply with all obligations under clause 23.

3. Charges and payment

Add the following new clause 3.5:

Set-off: Without limiting any other right or remedy available to the Buyer, if the Supplier owes any amounts to the Buyer under or in connection with this Contract then the Buyer may set-off and deduct those amounts from any Supplier invoice or other amount that is payable by the Buyer.

Add the following new clause 3.6:

Payment on account only: Payment to the Supplier is on account only and does not constitute approval of the Services.

Add the following new clause 3.7:

Advance notification: The Supplier must notify the Buyer in writing as soon as it becomes aware of any matter that is likely to:

- a. affect the Charges; or
- b. delay the performance of the Services,

and must take all reasonable steps to prevent and minimise the effects of any such matter.

Add the following new clause 3.8:

Commencement: The Buyer will be issued with a purchase order for the Services. The Supplier acknowledges that the Buyer will have no obligation to pay for any Services provided by the Supplier without a purchase order.

4. Contract Management

Add the following new clauses 4.3 and 4.4:

4.3 Meetings: The Contract Managers will meet as required by the Buyer throughout the Contract Term, or as otherwise required in the Description of Services. The format, agenda and required attendance at such meeting will be as set out in the Description of Services or as otherwise determined by the Buyer from time to time (acting reasonably).

4.4 LGOIMA: The Supplier acknowledges that the Buyer is subject to the Local Government Official Information and Meetings Act 1987 (**LGOIMA**). The Supplier must promptly supply all information and assistance reasonably required to assist the Buyer to comply with its LGOIMA obligations. The Supplier must not directly respond to any LGOIMA request. The Buyer may in its sole discretion determine whether to disclose any information received under this Agreement to comply with the Buyer's LGOIMA obligations.

11. Ending this Contract

Handing over the Services on termination or expiry of this Contract

In clause 11.8 add the words “at the Supplier’s cost,” after “The Supplier will,” in the first line.

17. General

Changes to this Contract

Add the following to the end of clause 17.1:

A Variation includes any addition to, or reduction in, or change to the Services.

The value of each Variation will, as far as possible, be agreed in writing by the Buyer and the Supplier acting fairly, reasonably and in good faith, or failing agreement, be determined by the Buyer based on the reasonable actual or assessed direct cost to the Supplier together with a reasonable allowance for profit.

The Buyer will pay for, or receive, an allowance for all Variations as an adjustment to the Fee.

The Supplier must keep a record of all Variations requested by the Buyer and have the record signed by the Buyer on each occasion before incorporating any Variation into the Services.

Clauses that remain in force

Amend clause 17.9 by replacing “and 18 (Definitions).” at the end of the clause with “, 18 (Definitions), 19 (Supplier Indemnity), 20 (Buyer’s Liability), 21 (Damage to Property) and 22 (Defective Services).”

18. Definitions

Add the following new definitions to the Definitions clause in alphabetical order:

Applicable Requirements means all statutes, regulations, statutory instruments, delegated or subordinated legislation, codes of practice and standards (both general and industry specific), that are applicable to the provision of the Services, the performance by the Supplier of its obligations under this Contract, or otherwise applicable to the Supplier.

Good Industry Practice means in carrying out Services in connection with this Contract, the standards, practices, methods and procedures conforming to law and to the degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled and experienced supplier engaged in the same type of undertaking as the Services and under the same or similar circumstances and being a leading supplier in the relevant industry who is familiar with and experienced in best practices which are generally recognised in New Zealand as being applicable to such an undertaking.

Performance Standards means the performance standards identified in the Deliverables section of Schedule 1.

Add the following new clauses after 18:

19. Supplier Indemnity

- 19.1 The Supplier will indemnify the Buyer for any liability incurred by the Buyer in respect of any action, suit, claim, demand, cost or expense (including, without limitation, damage to property) arising as a result of any act or omission by the Supplier or the Supplier's employees, agents or Subcontractors in breach of any warranty or other obligation under this Contract, or any Applicable Requirements, or out of or referable to any damage, injury or loss caused by or resulting from any wilful act, omission, negligence or recklessness of the Supplier or its employees, agents or Subcontractors.

20. Buyer's liability

- 20.1 The Buyer will not be liable, whether under contract, tort (including negligence) or otherwise for any indirect, special or consequential loss or damage of any kind whatsoever and howsoever caused, including without limitation loss of business, loss of production, business interruption, loss of or corruption to data, loss of sales, loss of turnover, loss of revenue, loss of profits or of contracts, loss of operation time, loss of goodwill or anticipated savings, even if the loss or damage is reasonably foreseeable or the Buyer has been advised of the possibility of the Supplier incurring the loss, damage, cost or expense.
- 20.2 The maximum aggregate liability of the Buyer to the Supplier in connection with this Contract will be limited to an amount equal to the total Charges (excluding GST) paid by the Buyer to the Supplier under this Contract.

21. Damage to Property

- 21.1 The Supplier must immediately notify the Buyer of any damage to any property that occurs while the Supplier is carrying out the Services.
- 21.2 The Supplier must, at its sole cost, repair any damage caused by the Supplier (including any damage notified to the Supplier by the Buyer):
- a. within 5 Business Days or within such other reasonable time as agreed by the Buyer in writing; and
 - b. to the satisfaction of the Buyer.
- 21.3 If the Supplier fails to remedy any damage to property as required under this clause, the Buyer may instruct a third party to undertake the work and recover the cost from the Supplier. The rights of the Buyer in this clause will be in addition to any other rights and remedies the Buyer has under this Contract or at law.

22. Defective Services

- 22.1 The Supplier must immediately notify the Buyer of any defective Services identified in the course of carrying out the Services.

- 22.2 The Supplier must, at its sole cost, remedy any defective Services (including any defective Services notified to the Supplier by the Buyer):
- a. within 5 Business Days or within such other reasonable time as agreed by the Buyer in writing; and
 - b. to the satisfaction of the Buyer.
- 22.3 If the Supplier fails to remedy any defective Services as required under this clause, the Buyer may instruct a third party to undertake the work and recover the cost from the Supplier. The rights of the Buyer in this clause will be in addition to any other rights and remedies the Buyer has under this Contract or at law.

23. Health and Safety

- 23.1 The Supplier will comply with, and will ensure all Subcontractors comply with, all obligations under the Health and Safety at Work Act 2015 (**HSWA**) (including Codes of Practices made under that Act), any other legal and statutory safety obligations and published codes of practice, standards and guidelines, and the Buyer's health and safety policies and protocols.
- 23.2 The Supplier will ensure so far as is reasonably practicable:
- a. the health and safety of any employees or Subcontractors involved in carrying out the Services; and
 - b. that the health and safety of any person is not put at risk from carrying out the Services.
- 23.3 The Supplier will ensure that all persons under the Supplier's control are appropriately supervised.
- 23.4 The Supplier must immediately notify the Buyer of any notices, orders or directions received from any statutory authority (e.g. WorkSafe) concerning the Services, including any improvement notices, prohibition notices or non-disturbance notices. The Supplier must provide the Buyer with any information or assistance reasonably requested by the Buyer, including all relevant investigation reports, statements and documents.
- 23.5 The Buyer may audit the Supplier from time to time on any aspect of its activities or procedures as they relate to health and safety. If the Buyer is of the opinion that the Supplier has failed to comply with any of its obligations under this clause 23 or the HSWA, the Buyer may advise the Supplier accordingly and instruct the Supplier to cease or not commence any further Services until full compliance by the Supplier has been achieved to the satisfaction of the Buyer. If the Buyer exercises its right under this clause, no compensation will be payable to the Supplier.
- 23.6 To the extent that the Supplier, the Buyer and any Subcontractor or separate contractor have overlapping health and safety duties in relation to the provision of the Services under this Contract, the Supplier agrees to, and will ensure that any Subcontractor agrees to, consult, cooperate, and co-ordinate activities with the Buyer and the separate contractor (as applicable) and to provide all information the Buyer may require.
- 23.7 The Supplier must comply with all health and safety requirements under this Contract including:

- a. the Buyer's Contract Health and Safety Requirements Policy;
- b. the Site-Specific Health and Safety Plan (if any such plan is required by the Buyer); and
- c. the Supplier's health and safety documentation.

23.8 The Supplier must, if required by the Buyer, provide a Site-Specific Safety Plan (SSSP) that identifies each health and safety hazard that might arise in the Services. Prior to carrying out the Services, and whilst carrying out the Services, the Supplier and any affected landowner must undertake an onsite hazard/risk assessment against the health and safety plan. All changes or additions to the plan must be recorded in writing.

23.9 The Supplier and the Buyer must consult, cooperate and coordinate with each other and other persons (including landowners, if any) engaged in the work activities and/or the workplace to promote health and safety in performing the Services.

24. Suspension

24.1 If the suspension of the whole or any part of the Services becomes necessary for any reason, the Buyer may instruct the Supplier in writing to suspend the whole or any part of the Services for such time as the Buyer may think fit, and the Supplier must comply with the instruction.

24.2 Unless the suspension is due to default on the part of the Supplier, the suspension will be treated as a Variation.

25. Transfer of Contract by Buyer

25.1 The Buyer may subcontract, assign or novate this Contract in whole or in part by giving written notice to the Supplier at any time.

26. Exclusivity

26.1 The appointment of the Supplier under this Contract is non-exclusive. This Contract does not restrict the Buyer's right to contract with others, or to procure itself, services identical or similar to the Services.

27. Prior Services

27.1 Where the Supplier has performed any Prior Services, this Contract will retrospectively apply to those Prior Services. In this clause, "Prior Services" means any of the Services that have been provided by the Consultant to the Client under any previous arrangement or agreement between the Parties that relates to the subject matter of this Contract.

28. COVID-19

28.1 The Supplier must comply with the COVID-19 Contract Addendum provided to the Supplier, and the Addendum forms part of this Contract.

