



REFUSE TRANSPORT

Contract No. 21-033

Tenders close at 4.00pm on Monday 31 January 2022



**REFUSE TRANSPORT
CONTRACT No. 21-033**

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CONDITIONS OF TENDERING

The conditions of tendering shall be those included in NZS 3917:2013 - CONDITIONS OF CONTRACT FOR BUILDING AND CIVIL ENGINEERING – FIXED TERM and as amended or supplemented below:

1. Clause Amendments / Supplements

- 102.2 A tender deposit, being \$2,000, shall be lodged with the Tender by direct credit to the Kaikōura District Council bank account, details of which will be provided on request.

Tender deposits will be returned to all unsuccessful Tenderers upon notification of the tender award, or one month following closing of the Tender, whichever is the sooner. Tenderers should provide details of the bank account number to which tender deposits should be refunded.

The tender deposit received from the Tenderer awarded the Contract will be refunded in full (excluding any interest accrued) with the first progress payment made. In the event of the successful Tenderer not commencing the Contract works and the Contract is defaulted, the tender deposit is considered to be forfeited to the Kaikōura District Council, to be used for defrayment of costs in re-tendering the works.

- 103.1 The Kaikōura transfer station is currently being designed. A current conceptual plan of the proposed revised Resource Recovery Centre site incorporating the transfer station is attached as Appendix 1.

- 105.1 Tenders will close at the office of the Kaikōura District Council, Level 2, 96 West End, Kaikōura at 4.00pm on Monday 31 January 2022.

Tenders shall be addressed to:

Senior Manager Operations
Kaikōura District Council
PO Box 6
KAIKŌURA 7300

and marked clearly on the outside top left hand corner "TENDER FOR CONTRACT N0.21-033".

Alternatively, tenders may be submitted electronically via the Government Electronic Tenders (GETS) system.

Facsimile or email tenders shall not be accepted.

- 105.2 Replace clause with:

"Tender shall be delivered at the place for closing before the closing time. Only tenders delivered by post, e-tender or by hand shall be accepted."

Late Tenders

Late tenders shall generally not be accepted. However, late tenders may be considered for acceptance provided:

- The tender evaluation process has not commenced
- The late Tenderer has genuine reason for lateness. These reasons to be to the satisfaction of the evaluating team
- In the opinion of the evaluating team the late Tenderer could not have gained an unfair advantage over other Tenderers.

Acceptance of late tenders shall be at the sole discretion of the Engineer to the Contract and no discussion will be entered into regarding acceptance or otherwise of late tenders.

105.3 The Tender shall comprise the following:

- a) The completed and signed Tender form(s);
- b) The completed and signed Schedule of Quantities and Rates;
- c) If the Contractor's registered office or primary operating base is located in the Kaikōura District, the address of that office or base.
- d) The Tender Information Schedules as follows:
 - i) Tenderers Current Commitments
- e) The Tenderers attributes required for the tender evaluation process under the following headings:
 - i) Relevant Experience
 - ii) Skills
 - iii) Resources and Methodology
 - iv) Health and Safety Performance

These attributes are amplified in the following section "Basis of Tender Evaluation".

The Tenderers attributes should be limited in size to no more than 4 A4 size pages of Arial type 11 at 1.5 line spacing.

105.7 The rates included in the schedule of prices shall be inclusive of all allowances for on-site overheads and for off-site overheads and profit.

2. Additional Information

Variations to Project Scope: Variations to the Project Scope shall be processed in accordance with the provisions of the General Conditions of Contract (NZS 3917:2013).

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BASIS OF TENDER EVALUATION

Tenders shall be evaluated in accordance with the following methodology:

1. Open all tenders, ascertain tender prices for apparently conforming (not alternative) tenders and for each of the two tender options (transport to Kate Valley or transport to Blue Gums) assign an '*adjusted tender price*' for these tenders which is equal to the submitted tender price less a deduction of 5% if either the registered office or primary operational base of the tenderer is located in the Kaikōura District.
2. Commencing with the tender with the lowest '*adjusted tender price*' for each tender option, determine if the tender meets the scope requirements, and if so, evaluate each non-price attribute on a pass or fail basis. Reject and exclude from further consideration any tender that fails against an attribute. Cease evaluating tenders when the first tenders are found for each of the two tender options that pass all non-price attributes.
3. For all of the tenders from Step 2 above, add to the tender price the associated cost of landfill disposal fees for the transported material based upon the current charges for the relevant landfill and estimated costs associated with the need to own and operate any additional equipment at the Kaikōura site to compact and load refuse to yield a '*total transport and disposal cost*'. Whichever of these tenders has the lowest '*total transport and disposal cost*' shall be the '*best value conforming tender*'.
4. Consider any alternative tenders, again taking account of the 5% price adjustment for 'local' tenders described in step 1 above.
5. The preferred supplier will be either the tenderer of the 'best value conforming tender' or the tenderer of an alternative tender which meets the scope requirements, passes all non-price attributes and in the opinion of the Tender Evaluation Team offers better overall value than that of the '*best value conforming tender*'.

A Contract need not necessarily be entered into with any Tenderer.

The tendered Contract price shall be in full compensation for all labour, plant, materials, services (including material disposal costs), other consumables and associated administration and overheads required to complete the works included, expressed or implied in this document.

The non-price attributes used in the evaluation process are as follows:

a) Relevant Experience

Each Tenderer shall submit a record of the relevant experience which would indicate their suitability for the work described in the Specification.

Where Sub-Contractors are proposed to be engaged, details of their relevant experience shall also be supplied.

b) Skills

Each Tenderer shall submit details of the key personnel to be employed on the Contract works. These details should indicate each key person's proposed involvement with the project and demonstrate that their experience and skills are compatible with their involvement in this contract.

c) Resources and Methodology

Each tenderer shall submit details of the plant available to be used in the contract works, to demonstrate the ability to provide a reliable and sustainable service. This will include the number of refuse containers assigned to the site and how transportation will be scheduled to ensure that adequate refuse receipt capacity is at all times maintained on the transfer station site.

d) Health and Safety Performance

Each tenderer shall provide details of:

- The number of Serious Harm incidents in respect of their company which have been reportable to Worksafe NZ in the last 12 months, and the approximate associated number of staff employed during that period.
- Any improvement, infringement or prohibition notices, formal warnings or prosecutions issued or taken by Worksafe NZ against their company within the last 5 years.

Submitted Non-Price attribute information should not exceed 4 A4 pages in total.

During the period of tender evaluation Council may require confirmation of the Tenderers credit rating. This would involve access to accounts and any other pertinent information of the Tendering Company for the year preceding the date of tender. Any such inspection will be undertaken through an accredited debt collection or other agency and in strict confidence.

Evaluation of non-price attributes may take account of information outside of that presented by Tenderers if such information is available and considered by the Council to be highly relevant when evaluating the particular non-price attribute.

A Contract need not necessarily be entered into with the lowest priced or any tender.



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TENDER: OPTION 1 (Waste in closed capsules is transported to Kate Valley landfill. Capsules loaded by a compactor unit)

To: Kaikōura District Council
PO Box 6
KAIKŌURA 7300

1. I/We _____
of _____

(hereinafter called the Tenderer) hereby tender to execute and complete work contained in Kaikōura District Council Contract No.21-033 in strict accordance with the requirements of the documents, drawings, specifications and conditions of Contract in relation to the said Contract for the sum of (in words):

_____ (\$ _____) excluding GST.

2. The Tenderer is a registered entity in terms of the Goods and Services Tax Act 1985 and its amendments. The Tenderer's GST Registration Number is: _____

3. A completed Schedule of Quantities and Rates showing the composition of the above tendered sum is attached.

4. I/We submit herewith a cheque by way of Tender Deposit for the sum of \$2,000.00 and I/we agree to comply with and be bound by all the provisions of the General Conditions of Contract relating to the Tender.

5. I/We nominate the following as sureties to join me/us in the execution of a Bond for Performance of Contract:

FULL NAME _____

ADDRESS _____

The bond shall be executed by a Trading Bank, Insurance Company or Bonding Company established in New Zealand.

6. I/We undertake to have executed, by the surety, the Bond for Performance of Contract within twenty-one working days of me/us being award the Contract.

7. Dated this _____ day of _____ 2022

Signed by _____ (Designation)

Signature _____

Witness of Signature _____

Address of Witness _____



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TENDER: OPTION 2 (Waste in closed capsules is transported to Blue Gums landfill. Capsules loaded by a compactor unit)

To: Kaikōura District Council
PO Box 6
KAIKŌURA 7300

2. I/We _____
of _____

(hereinafter called the Tenderer) hereby tender to execute and complete work contained in Kaikōura District Council Contract No.21-033 in strict accordance with the requirements of the documents, drawings, specifications and conditions of Contract in relation to the said Contract for the sum of (in words):

_____ (\$ _____) excluding GST.

2. The Tenderer is a registered entity in terms of the Goods and Services Tax Act 1985 and its amendments. The Tenderer's GST Registration Number is: _____

3. A completed Schedule of Quantities and Rates showing the composition of the above tendered sum is attached.

4. I/We submit herewith a cheque by way of Tender Deposit for the sum of \$2,000.00 and I/we agree to comply with and be bound by all the provisions of the General Conditions of Contract relating to the Tender.

5. I/We nominate the following as sureties to join me/us in the execution of a Bond for Performance of Contract:

FULL NAME _____

ADDRESS _____

The bond shall be executed by a Trading Bank, Insurance Company or Bonding Company established in New Zealand.

6. I/We undertake to have executed, by the surety, the Bond for Performance of Contract within twenty-one working days of me/us being award the Contract.

7. Dated this _____ day of _____ 2022

Signed by _____ (Designation)

Signature _____

Witness of Signature _____

Address of Witness _____



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TENDER: OPTION 3 (Waste in open skips is transported to Blue Gums landfill. Limited compaction of refuse in the skip by an excavator)

To: Kaikōura District Council
PO Box 6
KAIKŌURA 7300

3. I/We _____
of _____
(hereinafter called the Tenderer) hereby tender to execute and complete work contained in Kaikōura District Council Contract No.21-033 in strict accordance with the requirements of the documents, drawings, specifications and conditions of Contract in relation to the said Contract for the sum of (in words):

_____ (\$ _____) excluding GST.

2. The Tenderer is a registered entity in terms of the Goods and Services Tax Act 1985 and its amendments. The Tenderer's GST Registration Number is: _____

3. A completed Schedule of Quantities and Rates showing the composition of the above tendered sum is attached.

4. I/We submit herewith a cheque by way of Tender Deposit for the sum of \$2,000.00 and I/we agree to comply with and be bound by all the provisions of the General Conditions of Contract relating to the Tender.

5. I/We nominate the following as sureties to join me/us in the execution of a Bond for Performance of Contract:

FULL NAME _____

ADDRESS _____

The bond shall be executed by a Trading Bank, Insurance Company or Bonding Company established in New Zealand.

6. I/We undertake to have executed, by the surety, the Bond for Performance of Contract within twenty-one working days of me/us being award the Contract.

7. Dated this _____ day of _____ 2022

Signed by _____ (Designation)

Signature _____

Witness of Signature _____

Address of Witness _____

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TENDER INFORMATION SCHEDULE

CURRENT COMMITMENTS

Each Tenderer shall provide the requested information below, as part of the Tender. All information supplied will be treated as strictly confidential.

CURRENT WORK awarded or being carried out by the Tenderer at the date of submitting the attached Tender. (To include only jobs where the estimated value to completion exceeds \$100,000 (excluding GST) amounts to be shown to the nearest \$10,000 only.)

Client	Project Name	Contract Price	Completion Date

OUTSTANDING CLOSED TENDERS, for which advice is awaited by the Tenderer at the date of submitting the attached Tender.

Client	Project Name	Value of Works	Contract Period

TENDERER'S NAME: _____

SIGNATURE: _____

DATE: _____



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NOTIFICATION OF ACCEPTANCE OF TENDER

TO BE PROVIDED UPON ACCEPTANCE



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AGREEMENT FOR FULFILMENT OF CONTRACT

AGREEMENT is made this _____ day of _____ 2022

BETWEEN _____ (the Contractor)

AND **KAIKŌURA DISTRICT COUNCIL** (the Principal)

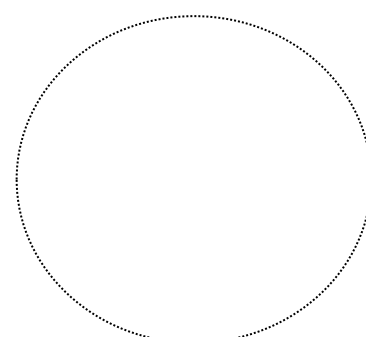
IT IS AGREED as follows:

1. **THE** Contractor shall construct, complete, deliver and maintain the works and services described as Tender Option _____ in the Contract Documents.
2. **THE** Principal shall pay the Contractor the sum of \$ _____ (excluding GST) or such greater or lesser sum as shall become payable under the Contract Documents at the times and in the manner provided in the Contract Documents.
3. **EACH** party shall carry out and fulfil all other obligations imposed on that party by the Contract Documents.
4. **THE** Contract Documents are this Contract Agreement and the following which form part of this agreement:
 - a) The Notification of Acceptance of Tender.
 - b) The General Conditions of Contract, NZS 3917:2013.
 - c) The Special Conditions of Contract.
 - d) The Specifications.
 - e) The Schedule of Quantities and Rates.

WITNESS to the signature of the Contractor

Witness: _____ Contractor: _____

THE COMMON SEAL OF THE)
KAIKŌURA DISTRICT COUNCIL)
WAS PURSUANT TO A RESOLUTION)
OF THE COUNCIL AFFIXED HERETO)
IN THE PRESENCE OF:)



Mayor _____

Chief Executive _____



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PUBLIC LIABILITY INSURANCE

To: **Kaikōura District Council**

From: _____ (Name of Insurance Company)
_____ (Branch)
_____ (Address)

Dear Sir/Madam

We confirm that we have issued a Public Liability Policy to:

_____ in respect of: **REFUSE TRANSPORT**

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insureds.

Period of Insurance is from _____ to _____

The Limit of Indemnity / Liability is: _____ (Min \$2,000,000 GST excl)

The policy covers liability arising out of:
Principal's vicarious liability YES / NO
the ownership / use of mechanical plant YES / NO
the use of hired plant YES / NO

We advise that "special" terms, copy attached, have been specifically applied to the Project YES / NO

Company Stamp _____ Date _____



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GENERAL CONDITIONS OF CONTRACT

The “Conditions of Contract for Building and Civil Engineering Construction” NZS 3917:2013 published by the New Zealand Standards Institute, but excluding the Schedules one to eight inclusive, shall comprise the General Conditions of Contract for this Contract. The excluded Schedules, that is forms of “Special Conditions of Contract”, “Agreement for Fulfilment of Contract”, and forms of “Bond” are replaced by similar articles included with these documents.

This publication shall be considered as forming part of the Contract Documents and a copy is available for perusal at the Office of the Engineer.

Copies of NZS 3917:2013 are available from:

Standards New Zealand
Private Bag 2439
Wellington 6140

Telephone 04 498 5990
www.standards.co.nz

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SPECIAL CONDITIONS OF CONTRACT

(Confirming, Modifying or Extending Sections of the General Conditions of Contract NZS 3917:2013).

Should the Special Conditions of Contract be at variance with the General Conditions of Contract then the Special Conditions are deemed to apply.

1. Principal (1.2)

The Principal is Kaikōura District Council ('KDC'), Level 2, 96 West End, Kaikōura 7300.

2. Contract Type (2.1.1)

This Contract is a Measure and Value contract governed by clause 2.2

3. Local Authority Contract (2.5)

This Contract is a local authority Contract to which clause 2.5.2 applies.

4. Evidence of Contract (2.6)

Where the tendering documents are to be accepted without change as the Contract documents the Principal shall, within ten working days of the acceptance of tender, forward to the Contractor duplicate copies of the "Agreement for Fulfilment of Contract" attached to correct copies of all the Contract documents for their execution.

The Contractor shall be deemed to have executed the Contract on receipt by the Principal of the completed agreements and Contract documents initialled by them on each sheet within the documents, with the exception of standard specifications which need only be initialled on the first sheet or any sheets which have been amended.

Within ten working days of receipt of the documents from the Contractor the Principal shall execute the Contract in duplicate.

The Principal shall be deemed to have executed the Contract by completion of the Agreement and by signature under seal on the outside cover of the documents.

5. Contractor's Bond (3.1)

A Contractor's Bond shall be executed for an amount of \$20,000 within 21 days of the date of acceptance of tender..

6. Principal's Bond (3.2)

A Principal's Bond is not required.

7. Occupancy of Site (5.4)

The Contractor shall be given occupancy of the site on 1 July 2022.

8. Provisions Not Applicable

The following general conditions of NZS 3917:2013 shall NOT be applicable to this contract:

- 5.8 (Setting Out)
- 5.10 (Programme)
- 5.12 (Intellectual Property)
- 5.13 (Underground and above-Ground Utilities)
- 5.14 (Treasure)
- 5.18 (Quality Plan)
- 5.19 (Traffic Management Plan)
- 5.20 (As-built drawings, manuals and maintenance records)

All provisions of 8 (Insurance) other than the provisions of 8.1 and 8.5

All provisions of 11.

9. Safety Plan (5.17)

A site-specific safety plan for the execution of the works is required for this Contract and shall be submitted to the Engineer for approval no later than five working days prior to the scheduled start of work. Engineer's approval is required before work can commence.

10. Appointment of Engineer (6.1)

The Engineer is Mr D. Clibbery, Senior Manager Operations, Kaikōura District Council.

11. Variations (9)

Where the schedule of prices contains rates that are directly applicable to the variation these rates shall apply. Where the variation is not directly related to the schedule of prices the variation shall be paid by dayworks.

On and off-site overheads relating to variations shall not apply to this Contract.

12. Commencement (10.1)

The date of commencement of the contract works period shall be 1 July 2022.

13. Date of Expiry (10.2)

The Date of Expiry of the contract works period shall be 30 June 2025. The contract may potentially be extended for two further periods of 3 years to 30 June 2028 and to 30 June 2031 with each extension being subject to the agreement of both the Contractor and the Principal. The granting of such agreement by either party shall be at the absolute discretion of that party.

The Principal shall give the Contractor advance notice in writing of the Principal's intention regarding the granting (or not) of such an extension not later than 180 days before the end of the current term of the Contract.

Should the Principal fail to give such notice the Contractor shall be entitled to extend the current contract term by a further 12 months.

Where the Principal gives the Contractor such notice of the Principal's intention to extend the Contract, the Contractor shall within 30 days of receipt of such notice provide a response in writing to the Principal indicating whether they are agreeable to such an extension.

Should the Principal not receive such a response within this time frame this will be interpreted as a lack of agreement to the extension.

14. Retentions (12.3)

No retentions shall be applied.

15. Cost Fluctuation Adjustments (12.8)

There shall be provision for annual cost fluctuation adjustments for the tendered transport rate in proportion to the value of Statistics New Zealand's Producer's Price Index (Inputs), series number PPIQ SQN110000 (Road Transport).

The unit rate (\$/tonne) for refuse transport shall be adjusted for cost escalation on an annual basis, commencing on 1 July 2022, and continuing until the end of the contract, including any renewals of the contract that may occur after 30 June 2025.

The revised annual base contract rate shall be calculated using the following formula:

$$A = B \times [(C/D)]$$

Where:

A is the new annual Contract unit rate, exclusive of GST

B is the tendered Contract unit rate, exclusive of GST

C is the value of Statistics New Zealand's Producer's Price Index (Inputs), series number PPIQ SQN110000 (Road Transport) for the quarter ending 3 months prior to the date on which the adjustment is to take effect.

D is the value of Statistics New Zealand's Producer's Price Index (Inputs), series number PPIQ SQN110000 (Road Transport) for the September 2021 quarter (1222)

16. Address (15.1.2)

The postal address of the Principal and the Engineer is:

Kaikōura District Council
PO Box 6
KAIKŌURA 7300



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PART A - DOCUMENTS

1. Other Documents Comprising the Specification

This specification shall be read, construed and included with the terms, conditions and provisions expressed or implied in the General Conditions of Contract, the Special Conditions of Contract, and the Standard Specifications and Drawings listed hereunder.

a) Standard Specifications

Note: the following abbreviations apply:

NZS	Standard of the Standards Association of New Zealand
KDC	Kaikōura District Council

Unless stated otherwise all standards shall be the latest edition and include the latest amendments or revisions at the time of first advertising the Contract for tender.

In the event of any ambiguity or contradiction between this specification and any standard specification, this specification shall take precedence.

Unless altered modified or varied by this Specification the terms conditions and provisions of the General and Special Conditions of Contract and the above Standard Specifications shall apply in full and the Contractor shall be bound thereby.

2. Supply of Documents

The Contractor will be supplied with two (2) sets of Job Specifications free of charge. Should any additional copies be required a charge will be made for their supply.

PART B - GENERAL MATTERS

1. Scope of Works

The works are transportation of general municipal refuse from a transfer station in the Kaikōura township operated by Innovative Waste Kaikōura (IWK) to either the Kate Valley (Waipara) or Bluegums (Blenheim) landfills in a form suitable for disposal in the respective landfill.

It is expected that between 1500 and 2000 tonnes of such waste will be transported in a given year.

The Kate Valley landfill only accepts refuse in closed capsules which have been loaded using a compactor. Bluegums landfill accept refuse in either closed capsules or open skips. Tenders may be submitted for any or all of three options, as follows:

- Option 1: Waste in closed capsules is transported to Kate Valley landfill. Capsules loaded by a compactor unit.
- Option 2: Waste in closed capsules is transported to Bluegums landfill. Capsules loaded by a compactor unit.
- Option 3: Waste in open skips is transported to Bluegums landfill. Limited compaction of refuse in the skip by an excavator.

For the purpose of the tender evaluation a total of 5000 tonnes is assumed to require transportation over the initial 3-year term of the contract.

2. Health and Safety

2.1 General Policy

Kaikōura District Council has joint responsibilities with any contractor undertaking work for Council to satisfy all requirements of the Health and Safety at Work Act 2015 and all related regulations. Council is committed to the health, safety and wellbeing of all their staff, contractors and the general public, and to promote a positive health and safety culture across all areas of Council. The Council has a duty of care to ensure that the health and safety of not only staff, but also our contractors and visitors is properly managed.

Council has a Health and Safety Policy, which includes a commitment to ensuring that contractors and sub-contractors have robust health and safety systems in place and are actively maintaining them.

2.2 Contractor's Responsibilities

Following award of the Contract and no later than ten working days prior to works commencing on site, a project specific Health and Safety Management Plan and Job Safety Analysis shall be provided by the Contractor to the Engineer. The following points shall be considered in the provided documentation:

- The Contractor shall nominate key personnel to be responsible for management of health and safety at work;
- The Contractor shall maintain all plant, machinery and structures (including temporary structures) in safe working order at all times;

- The Contractor shall prepare plans for all predictable emergencies and provide evidence that all employees are familiar with these plans;
- The Contractor shall provide hazard and risk identification pertinent to this Contract and provide control methods by which they can be eliminated.
- The Contractor shall ensure that a safe working environment is maintained and that safe practices are followed at all times;
- The Contractor shall provide safety equipment and devices including personal protective equipment to the relevant New Zealand Standard and ensure the equipment is used as appropriate. Specialised equipment shall be operated only by personnel with current certificates of competence;
- The Contractor must notify WorkSafe at least 24 hours prior to undertaking any particular hazardous works (in terms of the Health and Safety at Work (General Risk and Workplace Management) Regulations 2022) and comply with the Good Practice Guidelines for Excavation Work: February 2022, issued by WorkSafe New Zealand;
- The Contractor shall immediately notify WorkSafe of any notifiable event (death, injury, illness, incident) as defined in the Health and Safety at Work Act 2015: part 1, subpart 3 items 23, 24 and 25) within the specified timeframes. The Engineer shall also be advised of the event and provided with written confirmation of the notification to WorkSafe;
- The Contractor shall keep the Engineer fully informed during any WorkSafe or Contractor investigations undertaken that relate to the contract.
- The Contractor shall notify the Engineer of any WorkSafe site visits or correspondence of any type and provide copies of any correspondence;
- Any instructions from a WorkSafe Inspector shall be followed in full by the Contractor. There shall be no grounds to claim a variation for additional costs or extensions of time for this Contract by the Contractor as a result of these instructions;
- The Contractor shall establish a system of audits/checks to ensure that the Contract is being performed within the safety requirements applicable to the work.

2.3 Breaches of Contract

Council reserves the right to inspect provisions for health and safety at work at any time during the Contract. Where breaches occur or the Contractor or Council has been issued with an improvement or prohibition notice by WorkSafe New Zealand, the Engineer will have the discretion to annul the Contract in part or in full.

3. Regulations

The Contractor shall comply at all times with the requirements of relevant Statutes, Acts, Regulations and Bylaws in so far as they relate to the Contractor's undertaking of the contract and shall be responsible for all costs associated with achieving such compliance.

Attention is drawn to the requirements of the Health and Safety at Work Act 2015 and the Health and Safety at Work (General Risk and Workplace Management) Regulations 2016. In particular, issues relating to the Health and Safety of employees and others within the site of works are of paramount importance.

4. Other Contractor Responsibilities

The Contractor shall work collaboratively and cooperatively with the Principal and IWK to ensure the delivery of consistently effective and efficient waste disposal services to the Kaikōura Community.

PART C - SCHEDULE ITEMS AND BASIS OF PAYMENT:

Unless specified otherwise the prices for each particular item of the Schedule shall be in full compensation for all labour, use of equipment, materials, tools, services, fees and incidentals necessary for the completion of the works as specified. Due allowance shall be made for all miscellaneous items such as board, supervision, contingencies, conveyance of plant, maintenance, health and safety provisions, consenting, quality assurance provisions, incidental work, management and general overhead and administration costs when computing the unit rates for the items of the schedule.

The items in the following section reflect the items of the Schedule of Quantities and Rates.

1 Refuse Transport

The Contractor shall provide, operate and maintain the necessary containers and trucks to transport general refuse from a transfer station to be established on the site of the Kaikōura Resource Recovery on Scarborough Street Kaikōura to either the Kate Valley Landfill near Waipara or the Blue Gums Landfill in Blenheim.

The Kaikōura Resource Recovery Centre is operated by Innovative Waste Kaikōura (IWK) who shall liaise with the Contractor to ensure that refuse is transported from the transfer station to landfill at an appropriate frequency to ensure that there is at all times sufficient capacity to load general refuse received at the site directly into the containers provided by the Contractor.

The Contractor shall ensure that a spare empty container is at all times available on the transfer station site. To achieve this the contractor is likely to need to assign a minimum of 3 refuse containers to the contract.

Any failures of the Contractor to ensure this constant availability of container capacity will be considered serious and will be recorded by IWK. Should there in any 12 months be a total of more than 72 hours during which container capacity is not available for receipt of refuse on the site, this will be considered grounds for the potential termination of the contract.

No more than 6 refuse containers shall however be kept by the Contractor at the transfer station site at any time. Fully loaded enclosed (capsule) refuse containers shall not remain on the site for more than 7 days, whilst fully loaded open refuse containers shall not remain on the site for more than 5 days.

IWK will endeavour to ensure that the Contractor is able to access refuse containers on the Resource Recovery Site at all reasonable times.

The contractor shall be responsible for obtaining any necessary permissions and approvals required from the respective landfill operator for the movement of containers to or from the relevant landfill disposal site.

The cost of applicable fees for the receipt of the refuse at the relevant landfill shall be met by the Principal.

Loading and movement of refuse containers and associated essential movements of these containers at the transfer station at times when the Contractor's truck is not on the site shall be the responsibility of IWK.

IWK shall be responsible for loading refuse into containers and shall attempt to ensure that containers are effectively filled, endeavouring to achieve an average density of at least 300kg per cubic metre in open skip containers and at least in 600kg per cubic metre

in fully enclosed compacted capsules. No assurance is however provided that these densities will always be achieved.

Movements of containers conducted by IWK on the transfer station site shall use appropriate equipment that does not damage the containers.

Tenders may be submitted for any or all of the following options:

- Option 1: Waste in closed capsules is transported to Kate Valley landfill. Capsules loaded by a compactor unit.
- Option 2: Waste in closed capsules is transported to Bluegums landfill. Capsules loaded by a compactor unit.
- Option 3: Waste in open skips is transported to Bluegums landfill. Limited compaction of refuse in the skip by an excavator

Where open skips are to be used for transport under Option 3 the Contractor shall provide a removable cover for each skip that will be put in place on any filled skips during storage and transport, and placed on partially filled skips outside of the transfer station operating hours to minimise potential for wind blown debris etc.

2. Payment

Payment shall be based upon the refuse tonnages measured at the adopted landfill disposal site charged at the prevailing contract unit rate. Such tonnages will be periodically cross checked through comparison with weighbridge measurements taken at the transfer station site.

The Contractor shall invoice IWK monthly for the refuse transported during the previous calendar month.



**REFUSE TRANSPORT
CONTRACT NO.21-033**

SCHEDULE OF QUANTITIES AND RATES

Refer to Part C of the Job Specification for full details of item descriptions.

Option 1: Waste in closed capsules is transported to Kate Valley landfill. Capsules loaded by a compactor unit.

Item	Description	Unit	Unit Rate (\$/tonne)	Quantity	Amount (\$)	Amount Type
1	Refuse Transport	Tonne		5000		Provisional Sum

Option 2: Waste in closed capsules is transported to Bluegums landfill. Capsules loaded by a compactor unit.

Item	Description	Unit	Unit Rate (\$/tonne)	Quantity	Amount (\$)	Amount Type
1	Refuse Transport	Tonne		5000		Provisional Sum

Option 3: Waste in open skips is transported to Bluegums landfill. Limited compaction of refuse in the skip by an excavator.

Item	Description	Unit	Unit Rate (\$/tonne)	Quantity	Amount (\$)	Amount Type
1	Refuse Transport	Tonne		5000		Provisional Sum

TENDERER'S NAME: _____

COMPANY NAME: _____ **DATE:** _____

SIGNATURE: _____

ADDRESS: _____

REFUSE TRANSPORT

APPENDIX A

TENDERER'S CHECK LIST

- 1. **Tender Deposit (\$2,000) and details of the bank account to which tender deposits of unsuccessful tenderers should be refunded**
- 2. **Completed Tender Form(s)**
- 3. **If tenderer has their registered office or primary operating base in the Kaikōura District, the address of that office or base**
- 4. **Non-Price Attribute Information (4 attributes)**
- 5. **Completed Tender Information Schedule – Current Commitments**
- 6. **Completed Schedule of Quantities and Rates**
- 7. **Outline of Health and Safety Management Plan**

APPENDIX B – TRANSFER STATION DESIGN CONCEPT



Scales	1:1000	A3
Plan No.	XXX	Revision
Sheet	1	of x Sheets

Name	Date
SM & MR	Aug 2021
SMM	Sep 2021
Design	
CAD	
Checked	
Approved	

**Kaikoura Transfer Station
Concept Design**

