

# REQUEST FOR TENDER

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## SERVICES CONTRACT

### AVATIU VALLEY POWER STATION SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT PROJECT

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|                             |                                                  |
|-----------------------------|--------------------------------------------------|
| <b>Reference No:</b>        | <b>CK171831</b>                                  |
| <b>Date of RFT Release:</b> | <b>16<sup>th</sup> of May 2018</b>               |
| <b>Date of RFT Closing:</b> | <b>3pm (CI Time) 8<sup>th</sup> of June 2018</b> |

All queries regarding this Request for Tender should be directed to:

Contact Officer Apii Timoti

[ATimoti@electricity.co.ck](mailto:ATimoti@electricity.co.ck)

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## Glossary and Definitions

| TERM        | EXPLANATION                                                                                                                                              |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| BTIB        | Business Trade Investment Board                                                                                                                          |
| CI          | Cook Islands                                                                                                                                             |
| Manual      | The Cook Islands Government Financial Policies and Procedures manual                                                                                     |
| Policy      | The Cook Islands Government Purchase and Sale of Goods and Services Policy                                                                               |
| Principal   | Te Aponga Uira                                                                                                                                           |
| RFT         | Request for Tender                                                                                                                                       |
| ICI         | Infrastructure Cook Islands, also referred to as the Road Manager on Rarotonga                                                                           |
| Tender Team | The group of people responsible for the management of the tender process and includes those people who are specifically responsible to evaluate Tenders. |

## 1 SUMMARY OF REQUIREMENTS

Te Aponga Uira O Te Tumu-Te-Varovaro (TAU) is the Government Business Enterprise (GBE) responsible for the generation, distribution and retailing of electricity on the island of Rarotonga, Cook Islands.

As part of ongoing capital works projects and renewable energy projects, TAU is replacing aged HV switchgear in Switchroom 1 (SWR1).

Through this Request for Tender (RFT) Te Aponga Uira O Tumu Te Varovaro (the 'Principal') wishes to acquire the services of a suitably qualified vendor for the supply and commissioning services for the replacement of Switchroom 1 (SWR1) Switchgear.

The detailed scope of works and technical specifications is included in Attachment 1 of this Request for Tender.

## 2 CONDITIONS OF TENDERING

### 2.1 Conditions of Contract

The Conditions of Contract shall be NZS 3916:2013 as varied to Cook Islands circumstances.

Conditions of contract for building and civil engineering - Design and construct.

Refer Attachment 3 – NZS3916 Contract Conditions

### 2.2 Contact Officer

The Contact Officer for this tender is:

|                 |                                                                          |
|-----------------|--------------------------------------------------------------------------|
| Name of Person: | Apii Timoti                                                              |
| Title:          | CEO                                                                      |
| Address:        | Te Aponga Uira, Rarotonga, Cook Islands                                  |
| Phone:          | +682 20054                                                               |
| E-mail:         | <a href="mailto:ATimoti@electricity.co.ck">ATimoti@electricity.co.ck</a> |

### 2.3 Tender Closing Time

Tenders must be received by the Electronic Tender Account or in the tender box by the following deadline, or they will not be considered:

**Tender Closing Time and Date: 3.00pm (CI Time) Tuesday 8<sup>th</sup> of June 2018**

It is the Tenderer's responsibility to ensure that its tender reaches the Tender Box at Te Aponga Uira Main Office, Rarotonga and/or the Electronic Tender Account by the specified closing date and time.

Late tenders will not be accepted.

### 2.4 Tender Registration

Prospective Tenderers must register their interest to participate in this RFT process by emailing the Contact Officer who will acknowledge receipt of the registration.

Only registered Tenderers will receive notices directly as and when they are issued. It is the responsibility of the Tenderer to ensure they are properly registered for this RFT. The Principal reserves the right to extend the list of registered Tenderers beyond those who register interest in this RFT.

**Tender Registration should be completed by 3pm, 25th of May 2018.**

### 2.5 Submission of Tender

Vendors intending to submit a tender for this contract to follow the application process below;

| STEP                        | DATE                              | NOTE                                                                                                                                                                             |
|-----------------------------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. RFT Release              | 16 <sup>th</sup> of May 2018      | Request for Tender Release.                                                                                                                                                      |
| 2. RFT Registration         | 3pm, 25 <sup>th</sup> of May 2018 | Vendors must register and confirm site visit attendance with the Principal Contact Officer. The Principal will not accept tender proposals from vendors who have not registered. |
| 3. RFT Site Inspection      | 1pm, 28 <sup>th</sup> of May 2018 | Not compulsory but attendance is to be confirmed with the Principal Contact Officer at time of RFT Registration.                                                                 |
| 4. RFT Clarifications       | 3pm, 1 <sup>st</sup> of June 2018 | Vendor final date for submission of questions / clarifications. The Principal will not respond to questions / clarifications after this date.                                    |
| 5. RFT Submission of Tender | 3pm, 8 <sup>th</sup> of June 2018 | Submissions will be accepted in hard copy and/or electronic formats provided they comply with the format and information requirements of this RFT.                               |

The Tenderer's costs of attending the site visit, preparing and submitting the Tender shall be borne by the Tenderer.

### 2.5.1 Site Inspection

A site inspection is not compulsory but will be organised for all registered interested Tenderers on application to the Principal Contact Officer.

This site inspection is arranged to ensure potential Tenderers are fully aware of the Principal's requirements under this tender and able to plan and price their tender proposal accordingly. The joint nature of the inspection is to give all interested Tenderers the same information at the same time.

To confirm attendance at the site, visit please email the Principal Contact Officer [ATimoti@electricity.co.ck](mailto:ATimoti@electricity.co.ck), by 3pm, 25<sup>th</sup> of May 2018.

Those who register will be provided complete information on the site inspection and will also be updated with any change in logistics prior to the inspection.

### 2.5.2 Lodging of Submission

Both hard copies and electronic copies must be submitted as detailed below;

#### 1. Hard Copy Submissions

Hard copies submissions **must** be submitted:

- In three complete bound hard copies.
- Packaged and labelled "CONFIDENTIAL".
- Have the following information clearly exhibited on the outside of the packaging:

Te Aponga Uira, Rarotonga, Cook Islands

Services Contract : Avatiu Valley Power Station  
SWR1 Switchgear Replacement Project  
Reference No. : CK171831

Tenders must be placed in the secured tender box located at the TAU Headquarters in Tutakimoa before the closing of the tender. Failure to do so will result in the tender being disqualified.

Tenders must be submitted in the forms specified in Attachment 2 by the due date. Failure to do so will result in the tender being disqualified.

## 2. Electronic Copy Submissions

In addition to the Tender hard copies electronic copies **must** also be submitted:

- a. As complete PDF file documents.
- b. Via email to [tenders@cookislands.gov.ck](mailto:tenders@cookislands.gov.ck) **only**.
- c. The email subject line as TAU: Avatiu Valley Power Station SWR1 Switchgear Replacement Project.
- d. Tenders must be received to the inbox of [tenders@cookislands.gov.ck](mailto:tenders@cookislands.gov.ck) **only** and not copied to any other email address.

Tenders must be submitted in the form specified in Attachment 2 by the due date and to no other email address.

Failure to do so will result in the tender being disqualified. The receipt time on the inbox will be used as the receipt time for the purposes of ensuring a tender is within the time limits.

The Electronic Tender Account will send a confirmation of receipt email in response to your electronic submission. If you do not receive a confirmation of receipt email within five working days please contact The Contact Officer for this tender.

### **NOTE:**

1. Telefax tenders will not be accepted.
2. All potential Tenderers are advised to register their interest for both the site inspection and for tender updates via email to [ATimoti@electricity.co.ck](mailto:ATimoti@electricity.co.ck). Registering to this RFT should be done well prior to the closing of the tender and prior to the site inspection. Registering interest will ensure the Tenderer is updated with any additional information or updates released prior to the closing of the tender. Only those registering their interest to this email address will receive updates.
3. The Principal may vary the Tender Specifications described in Attachment 1 at any time up to and including the closing date. If the Principal does that, or if the Principal makes any other change to advice provided through this Request for Tender, the Principal will advise those who have registered with the Contact Officer:
  - by notice via email; and
  - via the Government of the Cook Islands Procurement Portal.

### 2.5.3 Format of Submission

Tenderers must complete and submit all of the following forms, in the formats provided in Attachment 2 and each must be signed by a duly authorised officer, for and on behalf of, the Vendor:



- A1 – Tender Form
- A2 – Conflict of Interest Declaration
- A3 – Schedule of Prices and Technical Schedules
- A4 – Proposed Subcontractors (*if applicable*)
- A5 – Confirmed Delivery Programme
- A6 – List of Referees the Principal may contact in relation to this offer

A complete Tender Proposal must also include, but not limited to, the following components:

**I. A completed Proposal Statement (no longer than two A4 pages)**

An introduction of the proposal including the identification of the bidding team, associates and sub-contractors. Note: the contact person may be questioned during examination of proposal or asked to provide additional information.

**II. A Capability Statement (no longer than three A4 pages)**

Addressing the eligibility and assessment criteria as set out in Section 4 - Evaluation Criteria

Providing evidence as to why the Contractor would be suitable to deliver the assignment set out in Attachment 1: Terms of reference giving details of any similar experience and summarising the outcomes achieved. The Contractor must also demonstrate its financial standing and capability by providing its most recent audited financial statements; banker's references may also be supplied for consideration.

**III. A Work Plan for the assignment (no longer than three A4 pages)**

Showing methodologies on how the Contractor would undertake, manage and schedule the assignment. This should include a sites storage plan, a proposed personnel, equipment and resource schedules showing availability to respond to the assignment.

**IV. A Health and Safety record**

Showing the Contractor's Safety record around project sites from previous projects.

Should any page limit stated above be exceeded, the additional pages may be removed from the Proposal by the Principal. Font size should be a minimum of 12 point.

Tenderers who fail to supply all of the items listed in above, will be deemed non-compliant and will be excluded from the tender evaluation process.

## 2.6 Conflict of Interest Declaration

Tenderers must complete the Conflict of Interest Declaration form in Attachment 2 to disclose any potential or actual conflicts of interest that they may have or may be perceived to have, in respect of their responsibilities to the Principal and other parties should they be selected as the successful Tenderer. Where potential or actual conflicts of interests are identified, the Tenderer must specify how these will be managed in order to provide assurance that they will not adversely impact the safe and cost-effective performance of any services.

## 2.7 Further information or clarifications

Negotiations will not be permitted between the Tender Team and any prospective Tenderers during the tender advertising period. However, prospective Tenderers may seek clarification of the tender documents prior to submitting their tenders. Those attending the site inspection may, at that time, seek clarification of the intended

works; to ensure no disadvantage to any Tenderers, responses will be made known to others at that site inspection.

Any further information or clarification required by a Tenderer in relation to this RFT must be directed to the **Contact Officer**. Tenderers should note that to ensure no disadvantage to any Tenderers, responses to questions pertaining to this RFT will be circulated to all those who have registered their interest.

Where the Principal considers that the competitive advantage of any individual Tenderer may be compromised by the distribution of responses to such requests for information and/or clarification to all Tenderers, the Principal reserves the right to issue such response(s) only to that particular Tenderer.

Any additional information relating to this RFT will be uploaded to [www.procurement.gov.ck](http://www.procurement.gov.ck), [www.teaponga.com](http://www.teaponga.com) or emailed to registered Tenderers e-mail address

the Principal may choose to issue an Explanatory Notice in response to questions received relating to this RFT. Any Explanatory Notice will be issued by e-mail to registered vendors as soon as practicable following the deadline for submission of questions, by 3pm, 1<sup>st</sup> of June 2018.

## 2.8 Probity

No gifts or entertainment of any nature will be permitted between any parties involved throughout the tender process, including: Tenderers or potential Tenderers, tender team members, evaluation team members, the Head of Agency, or any other member or organisation that may have an involvement with any aspect of the tender process; the attention of Tenderers is expressly drawn to the MFEM website, procurement policies and sanctions that apply in the case of either collusive practices or coercive practices in procurement.

## 2.9 Selection Process

All tenders received in the Tender Box or Electronic Tender Box by the closing date and time will be assessed on whether they have conformed to the Mandatory Conditions. Failure to comply with these conditions will result in immediate exclusion from the Evaluation process. All Tenders deemed compliant will then proceed to the evaluation stage.

Evaluation of the responses to this RFT will be in accordance with the Evaluation Criteria described in Section 4 - Evaluation Criteria.

An interview may be required prior to final selection. Tenderers will be given notification of the Tender Evaluation Team final decision as to whether or not to conduct interviews shortly before the interview date. In the event interviews are to take place, they may be undertaken as a telephone interview; interviews may be recorded.

## 2.10 Notification of Acceptance

Regardless of anything stated or implied to the contrary in a tender, all tenders remain valid for acceptance and are incapable of being withdrawn for a period of sixty (60) working days from the Closing Date of the tender.

Unsuccessful Tenderers will be notified in writing by the Principal or their representative within ten (10) working days of acceptance of the successful tender.

If no tender is accepted by the Principal within twenty (20) working days after the Closing Date, each Tenderer will be notified in writing by the Principal or their representative as to whether their tender is still under consideration or is, instead, no longer being considered.

When the preferred Tenderer has been identified, the Principal will invite that Tenderer to enter into negotiations based on the draft contract in Attachment 3 to this RFT. Identification of a preferred Tenderer is not a promise or assurance that the Principal will contract with that person. Only when both parties have agreed to the terms of the contract and executed the contract, will the Principal formally issue a Letter of Acceptance to the successful Tenderer. That will happen, if at all, within sixty (60) working days from the Closing Date of the tender.

The Tender Team reserves the right to contact referees and/or customers regarding the performance of any Tenderer as it may pertain to the works subject to this RFT.

The Principal is not bound to accept:

- the lowest priced tender:
- the highest scored tender:
- any tender.

Tenderers are entitled to the release of their evaluation report on request. Any requests for evaluation reports of other tenders must be processed under the Official Information Act 2008.

If no tender has been accepted within the period stated, the Principal will notify all Tenderers that no tender was accepted and may:

- Invite all Tenderers to provide additional information; and/or
- Re-advertise the RFT and extend the closing date of the Tender. Tenderers may either resubmit their tender or provide additional information to support their existing Tender already received by the Principal.

## 2.11 Confidentiality

Tenderers are advised that the Principal is subjected to the Cook Islands Official Information Act 2008. Tenderers should mark their Tenders (or parts considered commercially sensitive) "*Commercial - In Confidence*" if they wish to protect specific information. The Principal will treat all tenders in the strictest confidence. The Principal cannot, however, guarantee that information marked as such can be protected if Principal receives a request for information under that Act.

Drawings, Specifications, Schedules and written technical information supplied to Tenderers must not be used for purposes other than the preparation of a Tender without the approval of the Principal. Information submitted by a Tenderer will be regarded as confidential and will not be disclosed to a third party except with the prior written agreement of the Tenderer.

## 2.12 Non-Resident Tenderer

In order for foreign companies to carry out business in the Cook Islands, an application for, and approval, must be sought from the Business Trade Investment Board (BTIB). Any fees associated with the registration are to be covered by the Tenderer. Tenderers should inform themselves of the registration process and confirm in their Tender that they are willing to register once a Letter of Acceptance is issued. Information can be found at [www.btib.gov.ck](http://www.btib.gov.ck). Tenderers should also familiarise themselves with the provisions of the Entry Residence and Departure Act 1971-2 insofar as the Tenderer proposes to use foreign personnel.

### 3 Mandatory Conditions

All tenders must conform to the Mandatory Conditions below. Any tender that fails to comply with one or more of the mandatory requirements will be deemed non-compliant and will be excluded from the evaluation process. Mandatory Conditions below are also reflected in Section 4 - Evaluation Criteria.

1. Tenders must be completed in the format contained in Attachment 2 of this RFT. If offers do not comply with the format contained in Attachment 2, they will be deemed non-compliant and may not be accepted.
2. Tenders must be deposited in the required form in the Tender Box and the Electronic Tender Account by the closing time as specified in this RFT.
3. All tenders and related documentation in respect of this RFT may be presented in the English or Maori language. Tenders presented in Maori or any other language must be provided with an English translation.
4. Tenderers must tender to provide services or supply materials for the whole of the works/goods/services as specified in the Tender Specifications.
5. Tenders must be presented in hard copy format and electronic copy format as specified in this RFT. Telefax tenders will not be accepted.
6. All prices quoted must be landed inclusive of freight and relevant charges to the final point of delivery.
7. All prices must be in New Zealand dollars.

## 4 Evaluation Criteria

### 4.1 General

The Mandatory Conditions have been drawn from the Conditions of Tendering in this RFT. Tenders that do not meet the Mandatory Conditions are deemed non-compliant and will not proceed into Evaluation.

### 4.2 Mandatory Conditions

Tenders must pass all of the following requirements. Tenders that do not meet one or more of these conditions are deemed non-compliant and will not be considered.

| Criterion                                                                                                                                                                            | Complies<br>Yes or No |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1. Tender must be completed in the format contained in Attachment 2 of the RFT.                                                                                                      |                       |
| 2. Tenders must be deposited in the required form in the Tender Box by the closing time specified in the RFT and emailed as per the RFT requirements.                                |                       |
| 3. Proposal and related documentation must be in the English language or translated into English.                                                                                    |                       |
| 4. Tenderers must tender to provide the whole of the contract works specified in the RFT.                                                                                            |                       |
| 5. Tenders must be presented in hard copy and electronic copy format as specified in this RFT only.                                                                                  |                       |
| 6. All prices quoted must be landed inclusive of freight and relevant charges to final point of delivery at all locations of works specified in Attachment 2, section B of this RFT. |                       |
| 7. All prices must be in NZ dollars.                                                                                                                                                 |                       |

### 4.3 Evaluation Criteria

A Weighted Criteria methodology will apply to the evaluation of this RFT as follows:

| Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Weight (%) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>1. <u>Local Supply</u></b><br>Locally established company Locally supplied resources (labour and/or materials)                                                                                                                                                                                                                                                                                                                                                                                                  | 5          |
| <b>2. <u>Contract Terms and Conditions</u></b><br>Acceptance of the contract terms                                                                                                                                                                                                                                                                                                                                                                                                                                 | 5          |
| <b>3. <u>Technical Proposal</u></b><br>Technical proposal that demonstrates a strong understanding of the project and its objectives, which ensures that the project's objectives, outputs and outcomes/impacts are achieved within the project time frame. Outline and description of, tasks and management as part of the contract; identify potential risks and constraints and propose how these will be managed and any workable solutions; and an outline of the main time-linked milestones to be achieved. | 10         |
| <b>4. <u>Work Plan</u></b><br>Provide a sound, time-bound work plan demonstrating a strong understanding of the contract and the contract objectives, outlining timeframes, and details of reporting requirements.                                                                                                                                                                                                                                                                                                 | 15         |
| <b>5. <u>Company Experience</u></b><br>Demonstrated and effective technical skills, resources and experience of the team with experience on design and reporting, ongoing support of similar projects provided as references for this RFT and demonstrated financial capability.                                                                                                                                                                                                                                   | 15         |
| <b>6. <u>Price</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 50         |
| <b>TOTAL WEIGHTING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>100</b> |

### 4.4 Risk

The Evaluation Committee will conduct a Risk Assessment for each Tender submitted. This will identify the most significant risks presented by the Tender and consider the likelihood of the risk occurring; the consequence of that risk; and a risk mitigation strategy. In conclusion, the mitigated risk will be determined to form an overall measure of the risk represented by each Tender.

The risk mitigation strategy may include the inclusion of specific clauses in the executed contract. Therefore, a Tender considered to be high risk might still be selected subject to the Tenderer's willingness to accept the proposed contract amendments.

## 5 Attachment 1 – Technical Specification and Drawings

# **Te Aponga Uira O Tumu-Te-Varovaro**

**Avatiu Valley Power Station  
HV Switchgear Replacement Project – Switchroom 1  
Switchgear Tender – Technical Specifications**



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# 1 SCOPE OF SUPPLY

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The scope of supply shall include design, manufacture, factory acceptance testing, supply to site, supply of drawings, manuals, warrantee and technical commissioning assistance for sixteen (16) sets of 11kV metal clad switchgear, inclusive of all small wiring, current and voltage transformers, and protection units all in accordance with this Specification.

## 2 STANDARDS

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### 2.1 Site Design Considerations

Following service conditions apply:

- Site elevation is less than 100m above sea level
- Ambient temperature range +15°C to +45°C
- 100% humidity can occur
- The dust / air ratio will be less than 200mg/m<sup>3</sup>
- Air is salt laden with high potential for corrosion
- Wind loading – cyclone conditions can occur (up to 350 km/hr)
- Seismic – earthquake risk minimal but needs to be taken into account

### 2.2 Units of Measurement

Metric units of measurement (System International) shall be used on all Contract documentation. Angular measurement shall be in degrees with 90 degrees comprising one right angle.

### 2.3 11kV Switchgear Standards

The switchgear and component pieces supplied to this specification shall comply with the following AS, IEC or British standards. The Equivalent Australian standards are noted. Where there is a conflict of change between the Australian or IEC standards then the AS standards shall have precedence.

The switchgear and component pieces supplied under this specification shall comply with the following AS, IEC or British standards. Where a year is not specified, the latest revision shall apply.

| Standard IEC | Title                                                                                     |
|--------------|-------------------------------------------------------------------------------------------|
| IEC 298      | A.C metal Enclosed switchgear for rated voltages above 1kV and up to and including 72.5kV |
| IEC 158      | Low Voltage Control Gear                                                                  |
| IEC 60044.2  | Voltage Transformers                                                                      |
| IEC 60044.1  | Current transformers – Measurement and Protection                                         |

### 3 GENERAL TECHNICAL REQUIREMENTS

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#### 3.1 Type of Switchgear

The switchgear shall be;

- Indoor mounted IP3x
- Metal clad
- Front access
- Fully withdrawable
- Type tested
- Bottom cable entry
- 11kV vacuum or SF6 breakers
- Internal Arc Fault Protection / venting / deflection
- Arc flash protection / early detection
- Integral circuit and bus earth
- Complete with current and voltage transformers, controls and protection as specified

#### 3.2 System Parameters

The following system parameters apply:

|                  |                 |
|------------------|-----------------|
| System Frequency | 50 Hz           |
| System Voltage   | 11.3 kV         |
| Phases           | 3 phase, 3 wire |

#### 3.3 Nominal Current Ratings - Switchboards

The following nominal current ratings apply:

|                        |                    |
|------------------------|--------------------|
| Busbars                | 1250 Amp (minimum) |
| Bustie Circuit Breaker | 1250 Amp (minimum) |
| Circuit Breakers       | 630 Amp            |

#### 3.4 Insulation Levels

The following insulation ratings apply:

|                                   |       |
|-----------------------------------|-------|
| Rated Voltage                     | 12 kV |
| Power Frequency Withstand Voltage | 28 kV |
| Lightening Impulse Voltage        | 75 kV |

### 3.5 Fault Ratings

The following fault ratings apply:

|                                    |                    |
|------------------------------------|--------------------|
| Rated Short Time Withstand Current | 25 kA for 1 second |
| Rated Peak Withstand Current       | 40 kA              |

### 3.6 Bus Bars

All busbars shall be of the tinned copper arrangement, supported as required to maintain the fault rating, and heat shrink shrouded. Bus bar chambers shall be totally enclosed, and extendable at each end of the switchboard layout. Where construction or transport joints are provided the Contractor shall detail the connections and provide all bolts, shroud and filling compounds. The Contractor shall note the environmental conditions.

### 3.7 Current Transformers

All current transformers shall comply with IEC60044.1 and be wired to combination shorting/insulating terminals within the circuit breaker control area. The current transformers shall be totally insulated in epoxy resin and preferably be mounted singularly and supported over the appropriate insulated busbar or cable connection.

| HV CB                 | Type               | Ratio          | $\phi$ | Accuracy  | Burden |
|-----------------------|--------------------|----------------|--------|-----------|--------|
| Bustie CB             | OC + EF Protection | 1200 / 5A      | 3      | 5P10      | 15 VA  |
|                       |                    |                |        |           |        |
| Earthing Transformer  | OC + EF Protection | 300 / 5A       | 3      | 5P10      | 15 VA  |
|                       |                    |                |        |           |        |
| Generator CB          | OC + EF Protection | 200 / 100 / 1A | 3      | 5P10      | 15 VA  |
|                       | Revenue Metering   | 200 / 5A       | 3      | Class 0.2 | 15 VA  |
|                       |                    |                |        |           |        |
| Feeder CB             | OC + EF Protection | 200 / 100 / 5A | 3      | 5P10      | 15 VA  |
|                       | Revenue Metering   | 200 / 5A       | 3      | Class 0.2 | 15 VA  |
|                       |                    |                |        |           |        |
| Aux. Transformer      | OC + EF Protection | 200 / 100 / 5A | 3      | 5P10      | 15 VA  |
|                       | Revenue Metering   | 200 / 5A       | 3      | Class 0.2 | 15 VA  |
|                       |                    |                |        |           |        |
| DUPS CB               | OC + EF Protection | 200 / 100 / 5A | 3      | 5P10      | 15 VA  |
|                       | Revenue Metering   | 200 / 5A       | 3      | Class 0.2 | 15 VA  |
|                       |                    |                |        |           |        |
| RE Project Enabler CB | OC + EF Protection | 200 / 100 / 1A | 3      | 5P10      | 15 VA  |
|                       | Revenue Metering   | 200 / 5A       | 3      | Class 0.2 | 15 VA  |
|                       |                    |                |        |           |        |
| Spare CB              | OC + EF Protection | 200 / 100 / 1A | 3      | 5P10      | 15 VA  |
|                       | Revenue Metering   | 200 / 5A       | 3      | Class 0.2 | 15 VA  |
|                       |                    |                |        |           |        |

*Notes;*

- Class and Accuracy may alter on final design.*

### 3.8 Voltage Transformers

All voltage transformers shall comply with IEC60044.2, and shall be wired to combination shorting/insulating terminals within the circuit breaker control area.

The voltage transformers shall be connected star /star/delta (vector group Yyd) and shall have a rated voltage factor of 1.5 and a highest rated equipment voltage of 12.0 kV. The rated insulation level is 28/75 kV and continuous insulation class B. The tertiary winding shall be fitted with an appropriately sized resistor to eliminate ferro-resonance effects in the transformer if required.

If removable, the voltage transformers shall be complete with all necessary carriage mechanisms, automatic safety shutters, isolating plugs and sockets, primary and secondary isolation fuses and links. Any special tools required for withdrawing the voltage transformers shall be provided. When padlocked the shutters shall prevent access to the fixed isolating contacts.

All fuses and links are to be clearly labelled. The voltage transformer particulars as specified shall be given on a readily visible name plate mounted externally on the carriage.

Secondary winding from busbar voltage transformers shall be cabled and terminated in each switchgear cubicle.

The following table lists the voltage transformer requirements:

| Item                  | Type                |
|-----------------------|---------------------|
| Connection            | Yn/yn/d             |
| Ratio - Primary       | 11000V / $\sqrt{3}$ |
| Ratio - Secondary     | 110V / $\sqrt{3}$   |
| Ratio - Tertiary      | 110V / 3            |
| Phase                 | 3 x single phase    |
| Frequency             | 50 HZ               |
| Rated VA burden       | 50 VA minimum       |
| Accuracy class        | 0.2/3P              |
| Category              | A                   |
| Voltage Factor        | 1.5 for 30 seconds  |
| Insulation levels     | 12/28/75 kV         |
| Location / Connection | Cable Connection    |

*Notes;*

1. Class and Accuracy may alter on final design.

### 3.9 Revenue kWh Meters

Each of the new circuit breakers shall be supplied and fitted with EDM I Polyphase Energy Meter MK6 'Slave' complete with the following auxiliaries.

| Item            | Type                      |
|-----------------|---------------------------|
| Accuracy        | Class 0.5                 |
| Voltage         | 57 to 240V                |
| Current         | 5 A                       |
| Communications  | RS-485                    |
| Auxiliary Power | 110vAC from VT            |
| Aux inputs      | Standard set 240V AC max. |
| Test Block      | Yes                       |
| Protocol        | ANSI                      |

*Notes;*

1. Class and Accuracy may alter on final design.

### 3.10 Arrangement

Refer to drawings;

- 217.071-E1000-01

- 217.071-E6051-01 / 02 / 03 / 04

The new switchboard is to be installed in stages to ensure island power supply is maintained. The stages / circuit breakers are detailed below;

- Stage 1 – DM100 to DM107, including bus VT
- Stage 2 – DM108 to DM115
- The contractor is to provide all bolts, shroud and filling compounds and the like for the connection of the new HVCBs as part of the staged installation.

### 3.11 11kV Cable Connections

The following table lists the 11kV cable connections for each connection type.

| Item                          | Type                                                                            |
|-------------------------------|---------------------------------------------------------------------------------|
| DM100 – SWR1 Earthing Tx.     | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM101 – Generator 11          | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM102 – Generator 12          | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM103 – Generator 3           | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM104 – SWR1 / SWR2 Bustie    | 6 x 1 Core 400mm <sup>2</sup> Copper TR-XLPE PVC HDPE Sheath (2 per phase)      |
| DM105 – Aux Transformer TR10  | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM106 – Aux Transformer TR6   | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM107 – Avarua City Feeder    | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM108 – West Coast Feeder     | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM109 – East Coast Feeder     | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM110 – Generator 5           | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM111 – Diesel UPS / Flywheel | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM112 – RE Project Enablers   | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM113 – Spare CB              | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM114 – Spare CB              | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |
| DM115 – Spare CB              | 3 x 1 Core 150mm <sup>2</sup> Aluminium TR-XLPE PVC HDPE Sheath (Triplex Cable) |

*Notes;*

1. *Final cable size to be confirmed may alter on final design.*
2. *All cable connections to be bolted with standard Raychem HV termination kits.*

The Contractor shall supply cable terminal boxes or cable connection assemblies (bar connections and the like) sufficiently sized to accommodate, gland and terminate these cable sizes at each location. Where necessary extension boxes or separate cable entry boxes shall be provided. All cables will be lug connected to the switchgear.



### 3.12 Protection & Metering Equipment

#### 3.12.1 Protection Relays

The Protection relays shall be of the Multilin Type:

| Item                          | Protection Relay - Multilin                       |
|-------------------------------|---------------------------------------------------|
| DM100 – SWR1 Earthing Tx.     | SR750-P5-G5-SLO-A20-R-T-H + Mod008                |
| DM101 – Generator 11          | SR489-P1-LO-A20-T-H + Synchroscope                |
| DM102 – Generator 12          | SR489-P1-LO-A20-T-H + Synchroscope                |
| DM103 – Generator 3           | SR489-P1-LO-A20-T-H + Synchroscope                |
| DM104 – SWR1 / SWR2 Bustie    | SR750-P5-G5-SLO-A20-R-T-H + Mod008 + Synchroscope |
| DM105 – Aux Transformer TR10  | SR750-P5-G5-SLO-A20-R-T-H + Mod008                |
| DM106 – Aux Transformer TR6   | SR750-P5-G5-SLO-A20-R-T-H + Mod008                |
| DM107 – Avarua City Feeder    | SR750-P5-G5-SLO-A20-R-T-H + Mod008                |
| DM108 – West Coast Feeder     | SR750-P5-G5-SLO-A20-R-T-H + Mod008                |
| DM109 – East Coast Feeder     | SR750-P5-G5-SLO-A20-R-T-H + Mod008                |
| DM110 – Generator 5           | SR750-P5-G5-SLO-A20-R-T-H + Mod008                |
| DM111 – Diesel UPS / Flywheel | SR750-P5-G5-SLO-A20-R-T-H + Mod008 + Synchroscope |
| DM112 – RE Project Enablers   | SR750-P5-G5-SLO-A20-R-T-H + Mod008                |
| DM113 – Spare CB              | SR750-P5-G5-SLO-A20-R-T-H + Mod008                |
| DM114 – Spare CB              | SR750-P5-G5-SLO-A20-R-T-H + Mod008                |
| DM115 – Spare CB              | SR750-P5-G5-SLO-A20-R-T-H + Mod008                |

#### SR750 - Feeder Management Relay

| Item   | SR750-P5-G5-SLO-A20-R-T-H                      |
|--------|------------------------------------------------|
| SR750  | Feeder Management Relay                        |
| P5     | 5 A Phase CT Secondaries                       |
| G5     | 5 A Zero Sequence Current Inputs               |
| S5     | 5 A Sensitive Ground Current Inputs            |
| LO     | 20 to 60 Vdc                                   |
| A20    | 4 to 20 mA Analog Outputs                      |
| R      | Red LED for Breaker Closed Indication          |
| T      | Enhanced with Ethernet (10BaseT)               |
| H      | Harsh (Chemical) Environment Conformal Coating |
| Mod008 | Reverse Power Mod                              |

## SR489 - Generator Management Relay

| Item         | SR489-P1-LO-A20-T-H                            |
|--------------|------------------------------------------------|
| SR489        | Generator Management Relay                     |
| P1           | 1 A Phase CT Secondaries                       |
| LO           | 20 to 60 Vdc                                   |
| A20          | 4 to 20 mA Analog Outputs                      |
| T            | Enhanced with Ethernet (10BaseT)               |
| H            | Harsh (Chemical) Environment Conformal Coating |
| Synchroscope | C-E SQ0214-4L4200                              |

## SQ0214 – Synchroscope / Sync Relay

| Item   | C-E SQ0214-4L4200                        |
|--------|------------------------------------------|
| C-E    | Carrell Electrade                        |
| SQ0214 | Type                                     |
| 4      | Nominal (L-L) – 110 Vac                  |
| L      | Connection – Line to Line                |
| 4      | Synchronising Relay - Continuous         |
| 1      | Dead Bus Bar Function – 10% UN           |
| 0      | Status Output - S                        |
| 0      | Phase Angle – Default Range $\pm 2...20$ |

### 3.12.2 Revenue Metering

The Revenue metering shall EDM I Polyphase Energy Meter MK6.

| Item                          | Protection Relay - Multilin     |
|-------------------------------|---------------------------------|
| DM100 – SWR1 Earthing Tx.     | Not Required                    |
| DM101 – Generator 11          | EDMI Polyphase Energy Meter MK6 |
| DM102 – Generator 12          | EDMI Polyphase Energy Meter MK6 |
| DM103 – Generator 3           | EDMI Polyphase Energy Meter MK6 |
| DM104 – SWR1 / SWR2 Bustie    | Not Required                    |
| DM105 – Aux Transformer TR10  | EDMI Polyphase Energy Meter MK6 |
| DM106 – Aux Transformer TR6   | EDMI Polyphase Energy Meter MK6 |
| DM107 – Avarua City Feeder    | EDMI Polyphase Energy Meter MK6 |
| DM108 – West Coast Feeder     | EDMI Polyphase Energy Meter MK6 |
| DM109 – East Coast Feeder     | EDMI Polyphase Energy Meter MK6 |
| DM110 – Generator 5           | EDMI Polyphase Energy Meter MK6 |
| DM111 – Diesel UPS / Flywheel | EDMI Polyphase Energy Meter MK6 |
| DM112 – RE Project Enablers   | EDMI Polyphase Energy Meter MK6 |
| DM113 – Spare CB              | EDMI Polyphase Energy Meter MK6 |
| DM114 – Spare CB              | EDMI Polyphase Energy Meter MK6 |
| DM115 – Spare CB              | EDMI Polyphase Energy Meter MK6 |

The following indications and controls shall be designed and wired into the protection relays:

| Item                                       | Type               | Remote Interface (Note 3)          |
|--------------------------------------------|--------------------|------------------------------------|
| CB Opened and Closed<br>(Note 3)           | 2 x Digital Inputs | 2 x Volt Free Change Over Contacts |
| Spring Charge Failed                       | 1 x Digital Input  | 2 x Volt Free Change Over Contacts |
| Earth Switch Opened and Closed<br>(Note 3) | 2 x Digital Inputs | 2 x Volt Free Change Over Contacts |
| CB in Test Position<br>(Note 3)            | 1 x Digital Input  | 2 x Volt Free Change Over Contacts |
| CB in Service Position<br>(Note 3)         | 1 x Digital Input  | 2 x Volt Free Change Over Contacts |
| CB in Earthed Position<br>(Note 3)         | 1 x Digital Input  | 2 x Volt Free Change Over Contacts |
| CB Close Command<br>(Note 1)               | 1 x Digital Input  | 2 x Volt Free Change Over Contacts |
| CB Open Command<br>(Note 1)                | 1 x Digital Input  | 2 x Volt Free Change Over Contacts |
| Protection Reset<br>(Note 2)               | 1 x Digital Input  | 2 x Volt Free Change Over Contacts |
| Close Command                              | 1 x Digital Output | -                                  |
| Open Command                               | 1 x Digital Output | -                                  |
| Trip circuit supervision                   | 2 x Digital Output | -                                  |

*Notes;*

1. *Provide 24Vdc aux relay for this use for remote indications.*
2. *Provide a Protection Reset Button.*
3. *Provide 24Vdc aux relay with volt free changeover contact(s) for remote interface.*

The Contractor shall mount and support the protection relays within the low voltage enclosures and provide all interface wiring from the protection relays, remote interface relays, trip and close controls on the breakers. External trip signals will be provided to these relays by others via terminals provided by under this contract.

### 3.12.3 Protection Relay Ratings

| Item                      | Type                        |
|---------------------------|-----------------------------|
| Auxiliary Supply          | 24Vdc                       |
| Current Transformer Input | 5A                          |
| Voltage Transformer Input | 110Vac                      |
| Digital Inputs            | 24Vdc                       |
| Digital Outputs           | 24Vdc                       |
| Comms Protocol            | Enhanced Ethernet (10BaseT) |

### 3.12.4 Protection Test Blocks

Each protection relay shall have a corresponding test block for testing purposes. The test blocks shall be Reyrolle 2RMLG01 and shall be mounted alongside the protection relays. One matching plug shall be provided loose.

### 3.12.5 Internal ARC Fault Protection

The Tenderer shall include an arc fault detection system on each switchboard complete with all detectors, sensing relays, and connections to the tripping, alarm and DC connections. Where necessary additional current transformers shall be installed for connection to the arch fault protection unit, complete with isolation and enabling switches and contacts. The arc fault protection shall be of a recognised proprietary brand.

## 4 CIRCUIT BREAKER OPERATION AND ANCILLARIES

### 4.1 Operation

The circuit breakers shall be closed by means of a stored energy mechanism which is normally charged by a motor and shall also have provision for manual closing, tripping and spring charging for maintenance purposes. A maintenance handle shall be provided for this.

The motor spring charging supply shall be 24Vdc, and all trip, anti-pump, close and auxiliary relays shall be a nominal 24Vdc. A motor charged contact shall be available to the control system.

It must be possible to close the circuit breakers with the voltage of the operating system 20 percent below normal. Tripping and closing of the circuit breakers shall be initiated electrically from the circuit breaker panel or remotely from the generator control system supplied by others.

Mechanical operation counters are required for each circuit breaker. The closing sequence shall be to AS standards for trip free operation.

### 4.2 Locking and Interlocking

All interlock mechanisms shall be mechanical and shall be clearly labelled.

Interlocks shall be provided to prevent the following operations:

- The circuit breaker being withdrawn from or inserted into the isolating contacts when the circuit breaker is closed. Attempted isolation shall not trip a closed circuit breaker.

- The closing of the circuit breaker, unless correctly located in the service, earth or isolated positions, or unless the circuit breaker is withdrawn from the fixed position of the equipment.
- The moving portion being withdrawn or replaced unless the circuit breaker is isolated and is in the appropriate position for withdrawal or replacement.
- The circuit breaker being plugged in while in an incomplete state
- The circuit breaker being closed in the service position without completing the auxiliary circuits between the fixed and moving portions.

The interlock to meet the requirements of paragraphs (1) and (2) above shall be manually operated by means of a handle having two positions clearly labelled “Service”, “Busbar/Circuit Earthed”, “Racked down”.

It must be possible to “safety” lock the circuit breaker in the earthed position when the circuit breaker is closed. The hole which accepts the padlock shank shall be a minimum of 5 mm diameter.

### 4.3 Safety Shutter Devices

A set of shutters shall be provided to cover each three-phase group of stationary isolating contacts. Each set shall be capable of being individually operated and padlocked closed or secured with an approved alternative. The shutters shall open automatically by a positive drive. The closing operation shall also be automatic either by positive drive or by two independent means, each capable of closing the shutter alone.

When padlocked the shutters shall prevent access to the stationary isolating contacts. The hole which accepts the padlock shank shall be a minimum of 5 mm diameter.

To facilitate testing, a device shall preferably be provided for fixing (but not padlocking) the shutters in the open position and subsequently for releasing them to the closed position and this device shall be designed so as to be cancelled by the moving portion, to ensure restoration of the automatic features of the shutters.

Busbar shutters shall be painted “Signal Red” Colour R13-AS2700 and shall be clearly labelled “BUSBARS”, in large white letters.

Circuit shutters shall be painted “Lemon” Colour Y12 in AS2700 and labelled ‘CIRCUIT’ painted in black.

On bus section equipment both sets of shutters shall be coloured “Signal Red” Colour R13-AS2700 and shall be clearly labelled “LH BUSBARS” and “RH BUSBARS” respectively. Circuit shutters shall be painted “Lemon” Colour Y12 in AS2700 and shall not be lettered.

### 4.4 Auxiliary Wiring

#### 4.4.1 General

All switchgear internal auxiliary wiring shall be tinned copper.

#### 4.4.2 Breaker Wiring

The wiring connections from the breaker assembly to the fixed section of the breaker cubicle shall be via an approved plug and socket and preferably by an ‘umbilical’ cord type connection. The length of the umbilical shall be such that the breaker assembly can be fully withdrawn from the switchgear fixed cubicle and the breaker control systems fully checked.

The umbilical cord will terminate within the low voltage control cubicle on a set of terminals to an agreed arrangement.

#### 4.4.3 Terminals

All breaker and field terminals shall be mounted inside the switchgear low voltage control panel area on DIN rails. Terminals shall be segregated as to function and to an agreed arrangement.

The following terminal types, or approved equivalents, shall be provided;

- Current and Voltage Isolatable/Test links      Weidmuller Type WLT6/STB
- Rail Mounted terminals      Weidmuller Type WDU4

All terminals having a circuit voltage of 240V or higher shall be shielded with an insulated cover marked with a warning notice "Danger xxx Volts".

Only one conductor shall be terminated in each side of the terminal block.

Shorting straps shall be used between terminal blocks to bridge identical conductor terminals. Cubicles shall have extra space on mounting bars for another 20% terminals.

#### 4.4.4 Secondary Wiring

All wiring shall be multi-stranded tinned copper conductor and shall be carried out in a neat and systematic manner.

In all cases, the sequence of the wiring terminals shall be such that the junction between multi-core cables and the terminals is affected with a minimum of crossovers. Claw washers or crimped connectors of approved type shall be used to terminate all small wiring. Insulating bushings shall be provided where necessary to prevent the chafing of wiring. All wiring to be terminated with Grafoplast bootlace ferrules or approved equivalent.

All PVC insulated panel wiring shall comply with the requirements of BS 6231 Type BK. Conductors shall generally have a minimum cross section equivalent to 1.5 mm<sup>2</sup> and 2.5 mm<sup>2</sup> for current and voltage secondary. Colours shall comply with AS2067.

#### 4.4.5 Inter-Panel Wiring

Inter-panel wiring between the circuit breaker cubicles and existing switchgear circuits shall be supplied by the Contractor. Wiring shall be supplied as pre-made looms of sufficient length, pre-crimped, complete with ferrule labelling; ready for connection on site by others.

### 4.5 Auxiliary Control Components

#### 4.5.1 Fuses and Links

Fuse and links carriers and bases shall comply with BS 88: Parts 1 and 2.

The fuse carriers shall be suitable for fitting 'GEC HRC type NS', fuse links up to 32A rating. The fuse links fitted shall be class Q1 'GEC HRC type NS' or an equivalent.

Fuse and links shall be grouped together on each panel, adequately labelled to show the function of the circuit, the voltage and the fuse rating.

#### 4.5.2 Indication of Status

All indicating lamps shall be of the 22mm Diameter style and have high intensity LED's in bayonet style holders (BA9 or equivalent).

The following indication lamps shall be provided:

- CB Open      Green
- CB Closed      White
- CB Fault      Red

#### 4.5.3 Synchroscope

Each circuit breaker that is has provision for local synchronising and shall be provided with a Carrell Electrade SQ0214 synchroscope (phase to phase measurement, continuous output at

synchronism); the synchronizing contact of which shall be wired into the breaker close control circuits. Refer section 6.5.4 - Local Auto/Override Switches/Control Switches for Synchroscope Dead Bus Override.

#### **4.5.4 Local Auto/Override Switches/Control Switches**

The generator circuit breaker shall have a Local/Auto switch (remote closing in Auto). Local Close (green) and Open (red) push buttons will only be active in Local mode and interlocked with the Synchroscope contacts. A keyed Dead Bus Override switch shall be wired in parallel with the Synchroscope contacts.

#### **4.5.5 Emergency Stop**

All circuit breakers shall have an Emergency Stop push button. The button shall be of the 40mm Diameter mushroom style, shall be coloured Red, and shall include a shroud to prevent accidental damage. The emergency stop button shall trip the breaker in any closed condition by direct mechanical connection (not electrical trip).

#### **4.5.6 Auxiliary Switches**

At least 2 sets of NO/NC changeover switches shall be available for use by others by wiring out to terminals.

All auxiliary switches shall be positively driven in both directions. They shall be mounted so as to be readily accessible for maintenance, and shall be designed to facilitate inspection, cleaning and adjustment.

### **4.6 SCADA Communications**

All Switchgear protection relays and arch flash are to be monitored by the TAU SCADA over Ethernet. For this the Contactor shall supply and install a network switch in the bustie LV panel and wire all protection relays individually to this network switch.

The network switch shall be a MOXA with two (2) single mode fibre ports and a minimum of twenty percent (20%) spare copper ports once all protection relays, arch flash relays and any other programable devices are connected.

The network switch shall be conformal coated and suitable for local environmental conditions.

### **4.7 Earthing**

The earthing arrangement shall be integral with the circuit breaker equipment so that the outgoing cables can be earthed through the circuit breaker or a separately interlocked earth switch.

An earth on the busbar shall also be provided.

Interlocks shall be provided to stop inadvertent closure of any breaker onto an earthed busbar.

It shall not be possible to trip the earth breaker electrically whilst in the earth position.

### **4.8 Earth Bar**

The main earth bar should be located adjacent to the cable box glands in order to reduce to a minimum the flow of external fault current within the switchboard framework. The short time rating of each earth bar should be not less than that of the switchgear with which they are associated.

### **4.9 Labels – General**

All separate items shall be labelled using BWB traffolyte or some other agreed form of permanent marking system. One label shall be provided on each breaker indicating the circuit name and number. One label shall be provided on each switchboard section to indicate the busbar name.



#### 4.10 Labels – Rating

Each circuit breaker panel shall have an etched rating label installed on the cubical in a visible location. The labels shall include the following information fields;

- Rated Normal Current: ....A
- Rated Main Busbar Current: ....A
- Rated Short-Time Withstand Current: ....A, ....s
- Rated Peak Withstand Current: ....A
- Rated Voltage: ....kV
- System Voltage: ....kV
- Rated Insulation Level: .... / ....kV
- Rated Frequency: ....Hz
- Made in .....
- Standard: .....

#### 4.11 Colours and Paint Finishes

The paint application method and finish on the switchgear shall be to an approved application process. The preferred finish is an epoxy coating to an overall thickness of 75 micron with a minimum of 50 micron and oven cured.

The colour shall be 'Storm Grey' colour N42 to AS2700.

Internal gear plates shall be white.

#### 4.12 Panel Heater and Cubical Lighting

Each circuit breaker panel shall be provided with an anti-condensation heater. An external heater isolation switch shall be provided.

Each circuit breaker panel LV compartment shall be provided with a light, with door switch controller.

All panel heater and lighting services shall be rated at 240Vac, 50Hz. One only 240Vac, 50Hz incoming power supply will be provided for each switchboard. The Contractor shall allow for inter-panel wiring to distribute this supply between circuit breaker panels.

#### 4.13 Bus Voltage Indicators

The Switchgear bus shall be provided with a neon "phase voltage present" indication unit. The units shall indicate the presence of voltage on each phase. The sensing connection shall be on the busbar panel.

#### 4.14 Cable Voltage Indicators

Each circuit breaker shall be provided with a neon "phase voltage present" indication unit. The units shall indicate the presence of voltage on each phase. The sensing connection shall be on the cable side of the circuit breakers.

#### 4.15 Expansion Capability

The completed switchboards shall be capable of being extended at RHS end.

## 5 ON SITE COMMISSIONING AND INSTALLATION ASSISTANCE

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The Contractor shall provide an option to supply one installation / commissioning engineer, on site for two (2) ten (10)-day periods, for assistance with the installation of equipment supplied under this contract and first livening.

## 6 TRAINING

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The Contractor shall provide site operator and maintenance training on the equipment supplied, this shall include classroom sessions and field sessions. This training shall cover;

- System and equipment layouts and functions
- Operator control functions and procedures
- Response to alarms and general trouble-shooting
- Routine maintenance procedures and frequencies

Higher level training shall also be provided to site engineers for the complete system, including system setpoints, configuration settings, software and the like for all programable devices and protection relays.

The training is to be completed by Contractor staff who are thoroughly familiar with the equipment, operation and maintenance thereof. The Contractor shall provide a complete electronic and hardcopy set of training material, manuals, check sheets etc as part of this contract.

It is expected that some training would be provided during the FAT, construction and assembly whilst detailed operational and maintenance training would be provided prior to the commissioning of the equipment.

The Contractor shall provide a plan for the training to be provided in the operations and maintenance of the supplied equipment. This shall include details of actual training to be provided and the timing and duration of the training.

Summary of TAU Staff for Training;

- Power Station Operators (shift) – 6 persons
- Maintenance and Technical Staff – 4 persons
- Site Engineers – 2 persons

## 7 SPECIAL TOOLS

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The Contractor shall provide an itemised specialist tools and equipment required for normal testing, operation and maintenance of the switchgear set for consideration by the Principal.

## 8 SOFTWARE

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All programable devices and protection relay software and programs, communication leads, software dongles and the like shall be supplied as part of the switchgear supply. All software licenced to TAU.

## 9 WARRANTY

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### 9.1 Completion and Warranty Period

The Contractor shall at no cost to TAU remedy any defects arising within fifty-two weeks of practical completion from defective workmanship or materials. The Contractor shall begin the remedial work within 24 hours of being notified of the failure.

For the purpose of this clause TAU will issue a formal Certificate of Practical Completion at the satisfactory completion of all supply, testing, and documentation deliveries as required under this Contract. The date of practical completion will be the date of the Certificate of Practical Completion.

## 10 TESTING AND INSPECTION

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### 10.1 General Tests

Tests shall be carried out at the Contractor's works. The Contractor shall submit a proposed test procedure for approval at least one month prior to commencement of the tests. The Contractor shall provide notification to the Principal before the commencement of each test.

Where the supply is to 'standard' designs with certification available, only 'routine' tests shall be required. Full function tests on the operation of each breaker inclusive of forced tripping, earthing, manual closing and the like shall be included.

### 10.2 Inspection

The Principal shall be entitled to inspect the works and materials both during and after construction, and to witness all factory testing. The Principal shall have the power to reject any equipment, etc., not in accordance with the specification.

### 10.3 Production Schedule

The Contractor shall provide a production schedule of the equipment relating significant stages of production to the proposed delivery date. The schedule shall specify the stages at which the equipment will be available for inspection and test. A preliminary schedule shall be provided with the tender and updated copies supplied to the Principal during the progress of the manufacture. The guaranteed delivery dates shall not alter without the express written consent of the Principal.

### 10.4 Test Certificates and Reports

Reports detailing test methods and recording test results shall be supplied for:

- Type tests.
- Factory Routine tests.
- Pre-Commissioning tests.

Two copies of all test reports shall be supplied to the Principal. Original prints and oscillogram photographs of such quality that all lines and inscriptions are clearly legible shall be included in each test report.

## **11 QUALITY ASSURANCE**

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Contractors shall have in place a Quality System in accordance with ISO 9001. A Quality Manual and Quality Plan including Schedule of Inspection and Test Plans shall be provided by the Contractor.

The Quality System of Contractors shall have been accredited by a recognized authority.

The Contractor shall ensure that efficient quality control procedures are instituted at his works and where applicable, at any sub-Contractor's works and on site.

It will be expected that the quality control procedures will include, but will not be limited to, the following:

Ensuring that materials/parts used in the manufacture of the specified works are free from defects and meet their specifications. This should include checking against specified tolerances and the obtaining of manufacturer's test and analysis certificates where appropriate.

Inspection at the critical stages of all phases of the specified works.

Verifying the accuracy of gauges and test instruments used for checking and/or commissioning the specified works.

Ensuring that components, materials and processes are fitted/used/applied in accordance with their manufacturers' instructions.

Ensuring that the qualifications and training of personnel used in the design, production, testing, erection and inspection processes are adequate for their functions.

The Principal may appoint an independent inspecting authority to verify that the design, production, testing and quality assurance facilities and procedures are appropriate to the specified work.

The program of quality control and its standard of execution may be subject to approval and surveillance respectively as a prerequisite of the Principal's inspection release.

## **12 PACKING AND SHIPPING**

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All equipment shall be suitably packed and prepared for shipping by sea and land-based transport to the site. The Contractor shall arrange for all shipping, all exit and entry point fees, from the point of delivery to the Principal's stores at Rarotonga Cook Islands in accordance with Incoterms 2017 designation DDP (Delivered Duty Paid)

All protection relays shall be repacked in their original manufacturer's shipping boxes/crates for transport.

## **13 INSURANCES**

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All insurances taken out by the Contractor in compliance with the Conditions of Contract shall include for all shipping, transport, from the Contractor's manufacturing location to the Principals stores, (Incoterms DDP).

## 14 DOCUMENTATION

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### 14.1 General

#### 14.1.1 Language

The English language shall be used on all drawings and in all documents and wherever anything is required by the Contract, to be written, marked, printed or engraved.

#### 14.1.2 Units of Measurement

Wherever practicable, Systeme International d'Unites (SI) units shall be used.

### 14.2 Design Approvals and Information

#### 14.2.1 Approvals

"Drawings" mean drawings, manuals, reports, calculations, documents schedules, lists, programmes, data, quantities and other listed below for the Works.

All approvals by the Engineer or Principal shall be limited to procedural approval only. Approval of drawings, samples, prototypes, workmanship methods, and other matters whatsoever pursuant to the Contract or in respect of the Works shall not be deemed to be waived or prejudicially affect any right of the Principal or diminish in any way the Contractor's responsibilities, or widen the incidence of responsibility in respect of the work or Contract in any way or to derogate from or affect any other requirements.

If permits are issued subject to conditions affecting the Works, the Contractor shall refer such conditions to the Principal to enable consultation with the Authorities regarding such conditions. No such conditions shall become a Variation unless confirmed in writing by the Principal.

The Contractor shall submit to the Engineer or Principal by courier for approval drawings, calculations, schedules, programmes, details, lists and other documents as required.

Two copies of each Drawing shall be submitted. After examination, the Engineer or Principal will return one copy of the Drawing to the Contractor within two weeks of receipt. The return copy will be marked as "Approved", "Approved as Noted" or "Returned for Amendment". The notations "Approved" and "Approved as Noted", shall mean that the Engineer or Principal has satisfied himself as to the general compliance of the Drawing with the requirements of the Contract and does not have any further comment, but such approval, with or without notes, shall not relieve the Contractor of any of his obligations under the terms of the Contract. Any work undertaken before the receipt of the relevant approval shall be at the Contractors risk and any changes necessary to comply with the Contract shall be made at no additional cost to the Principal or delay to the Contract Key Dates. If the Drawing is returned marked "Returned for Amendment", the Contractor shall amend the Drawing and submit the revision within two weeks of receipt.

The Contractor shall provide the Principal with two copies of each approved Drawing duly marked.

If urgent approval of any Drawing is required, the Contractor shall so notify the Engineer or Principal when submitting the Drawing.

#### 14.2.2 Documentation Formats

All documentation shall be supplied by the Contractor as PDF and native formats as detailed below;

- Documents – MS Word
- Specifications – MS Word
- Schedules – MS Excel

- Program – MS Project
- Drawings – AutoCAD

### 14.3 Documentation Submission

The following drawings/documentation shall be submitted

#### 14.3.1 With Tender

- Outline drawing of each switchboard showing major dimensions and weights, penetrations for mains and control cabling and all hold down requirements, CB withdrawal distances and the like
- Technical data, information on the breakers ring main units and their operating mechanisms
- Technical data on all protection relays, their connections and SCADA interface capabilities
- Information on previous supply of like types

#### 14.3.2 One (1) month after Order

- Certified dimensional drawings, complete with parts list, full dimensions, and details of holding down arrangements, and cable entry points

#### 14.3.3 Two (2) months after Order

- Certified schematic and connection drawings, manuals on equipment

#### 14.3.4 Two (2) months before delivery

- Six (6) off bound hard copies of full operational and maintenance manuals complete with all drawings. Six (6) off soft copies of all manuals and drawings
- All software applications, programming lead, software dongles used for configuration
- Source code (configuration files, project files, custom set-up files, etc)

### 14.4 Technical Manuals

The Contractor shall provide complete and detailed technical data in English of each unit supplied, noting that such manuals shall only contain relevant information on equipment to be supplied. Two draft copies of a technical manual shall be submitted for acceptance. Following acceptance of the draft copies two (2) approved technical manuals shall be delivered at the dates specified by the Principal.

If any change to the Plant or any variation of the instructions occurs after the acceptance of the draft technical manual, the Contractor shall submit the proposed amendment for acceptance, and when acceptance is given, provide amendment inserts for each technical manual provided.

The Contractor shall note that the Principal places a high value on the supply of complete information in sufficient time for the complete project to proceed without hindrance from lack of information.

The Technical Manual shall contain information on the following:

- Full details of installation procedures, including recommendations for assembly alignment, with drawings sufficient to illustrate the procedures.
- Instructions on system pre-operational cleaning, pre-operation checks and initial operation procedures.
- Full technical details on the Plant and associated drawings, e.g. dimensions, mounting height, weight of each item.

- Operation and Maintenance procedures.
- Test Certificates.
- Spare Parts Lists.

The technical manuals shall be produced in Word or .pdf file format and provided on CD ROM.

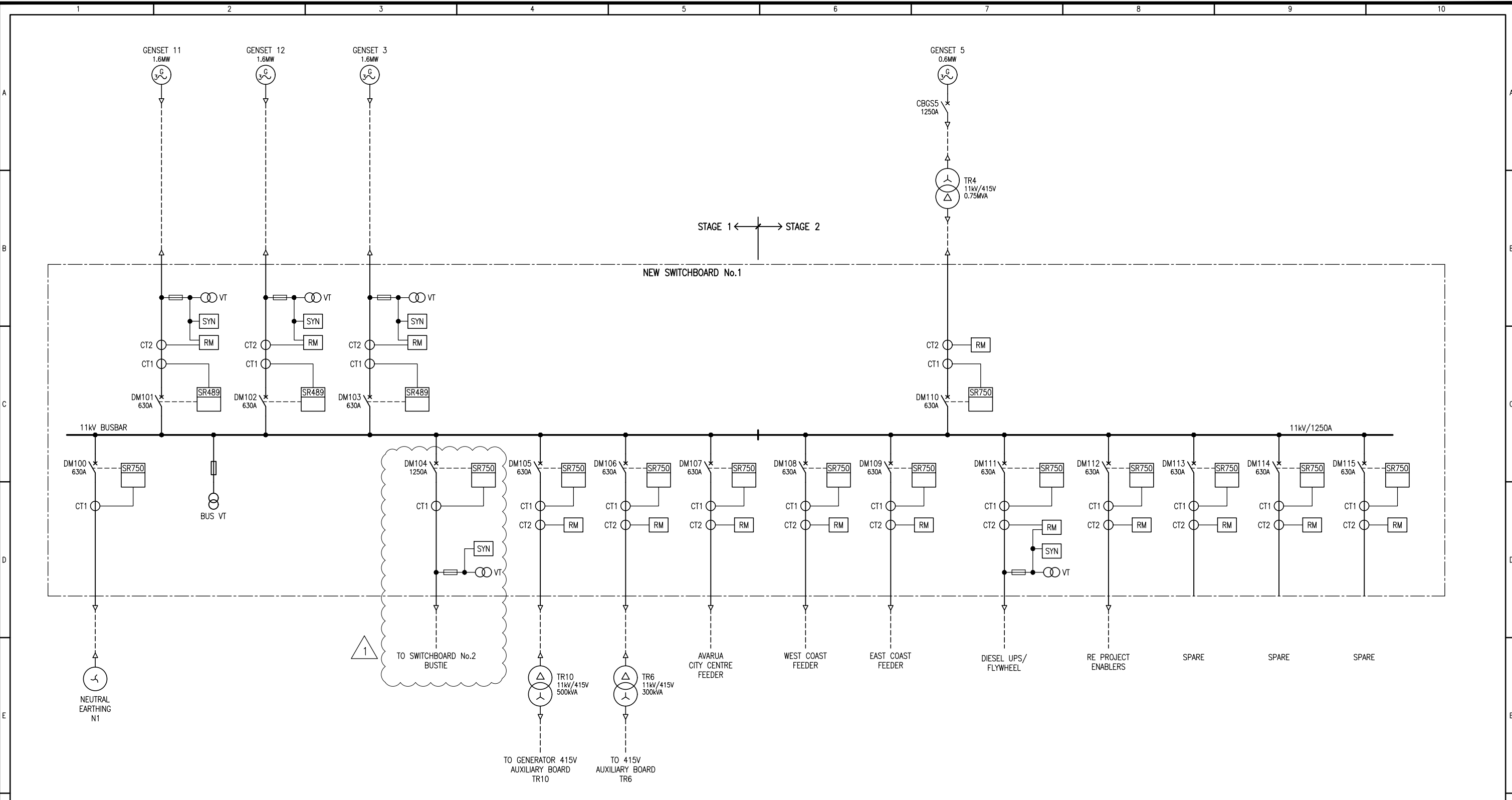
Six (6) bound copies shall also be provided.

## 15 DRAWINGS

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| Drawing Number   | Rev | Description                                                                           |
|------------------|-----|---------------------------------------------------------------------------------------|
| 217.071-E1000-01 | 1   | TAU Switchgear Replacement Project Power Station Switchboard No.1 Single Line Diagram |
| 217.071-E6051-01 | 1   | TAU Power Station Generation 11kV Switchroom No.1 Floor Plan Layout Existing          |
| 217.071-E6051-02 | 1   | TAU Power Station Generation 11kV Switchroom No.1 Floor Plan Layout Stage 1           |
| 217.071-E6051-03 | 1   | TAU Power Station Generation 11kV Switchroom No.1 Floor Plan Layout Stage 2           |
| 217.071-E6051-04 | 1   | TAU Power Station Generation 11kV Switchroom No.1 Floor Plan Layout Final             |





- LEGEND:**
- RM - REVENUE METER
  - SYN - SYNC-CHECK RELAY
  - SR750 - FEEDER MANAGEMENT RELAY
  - SR489 - GENERATOR MANAGEMENT RELAY

- |                                              |                                              |
|----------------------------------------------|----------------------------------------------|
| <b>STAGE 1 – NEW SWITCHBOARD DESCRIPTION</b> | <b>STAGE 2 – NEW SWITCHBOARD DESCRIPTION</b> |
| DM100 – SWR1 NEUTRAL EARTHING TRANSFORMER    | DM108 – WEST COAST FEEDER                    |
| DM101 – GENERATOR 11                         | DM109 – EAST COAST FEEDER                    |
| DM102 – GENERATOR 12                         | DM110 – GENERATOR 5                          |
| DM103 – GENERATOR 3                          | DM111 – RE PROJECT – FLYWHEEL 1              |
| DM104 – SWRM1 / SWR2 BUSTIE                  | DM112 – RE PROJECT – ENABLERS                |
| DM105 – AUXILIARY TRANSFORMER – TR10         | DM113 – SPARE                                |
| DM106 – AUXILIARY TRANSFORMER – TR6          | DM114 – SPARE                                |
| DM107 – AVARUA CITY CENTRE FEEDER            | DM115 – SPARE                                |

**11kV SWITCHGEAR  
TENDER - 18/12/17**


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| 1   | 12/17 | SWR1 SWITCHGEAR – REVISED FOR TENDER | LB    | S.J.P    | S.J.P    |
| 0   | 12/17 | SWR1 SWITCHGEAR – FOR TENDER         | LB    | S.J.P    | S.J.P    |
| Rev | Date  | Description                          | Drawn | Designed | Approved |

CLIENT:



Te Aponga Uira

DESIGNER:



McMAHON

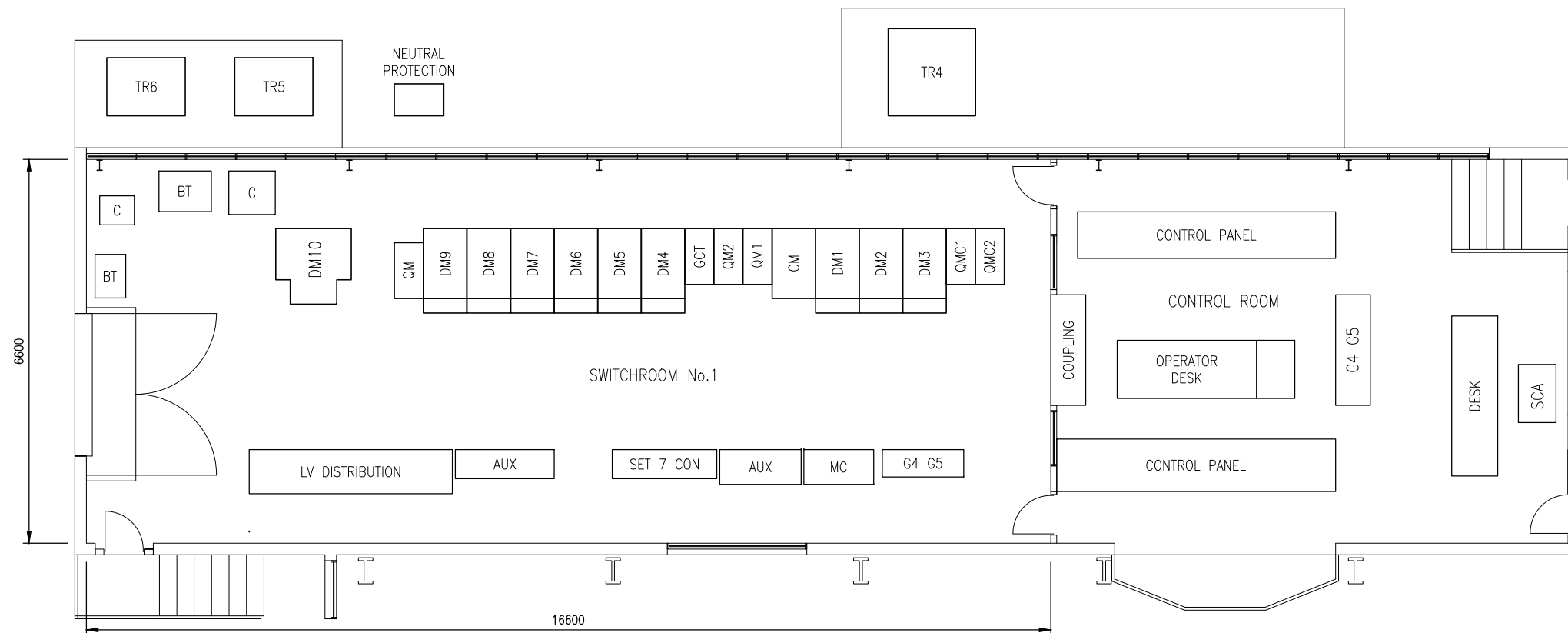
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| Drawn   | L Bera        |
| Date    | November 2017 |
| Checked | S Peters      |
| Scale   | Not to Scale  |

RAROTONGA ELECTRICITY AUTHORITY

TAU SWITCHGEAR REPLACEMENT PROJECT  
POWER STATION SWITCHBOARD No.1  
SINGLE LINE DIAGRAM

|                                |                        |
|--------------------------------|------------------------|
| Cad File<br>217.071–E1000–01_1 | Project No.<br>217.071 |
| Drawing No.<br>217.071–E1000   |                        |
| Sheet<br>01 of 01              | Revision<br>1          |




#### EXISTING SWITCHBOARD

- DM10 – GENERATOR 13
- QM – SWR1 NEUTRAL EARTHING TRANSFORMER
- DM9 – AUXILIARY TRANSFORMER – TR7
- DM8 – EAST COAST FEEDER
- DM7 – WEST COAST FEEDER
- DM6 – AVARUA CITY CENTRE FEEDER
- DM5 – SWRM1 / SWR2 BUSTIE
- DM4 – SPARE
- GCT – VOLTAGE & POWER TRANSFORMER
- QM2 – AUXILIARY TRANSFORMER – TR6
- QM1 – AUXILIARY TRANSFORMER – TR10
- CM – VOLTAGE MEASUREMENT
- DM1 – GENERATOR 11
- DM2 – GENERATOR 12
- DM3 – GENERATOR 3
- QMC1 – GENERATOR 4 – FUSE SWITCH
- QMC2 – GENERATOR 5 – FUSE SWITCH

11kV SWITCHGEAR  
TENDER - 18/12/17


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| 1   | 12/17 | REVISED FOR SWR1 SWITCHGEAR TENDER | LB    | S.J.P    | S.J.P    |
| 0   | 09/17 | FOR CLIENT APPROVAL                | LB    | S.J.P    | S.J.P    |
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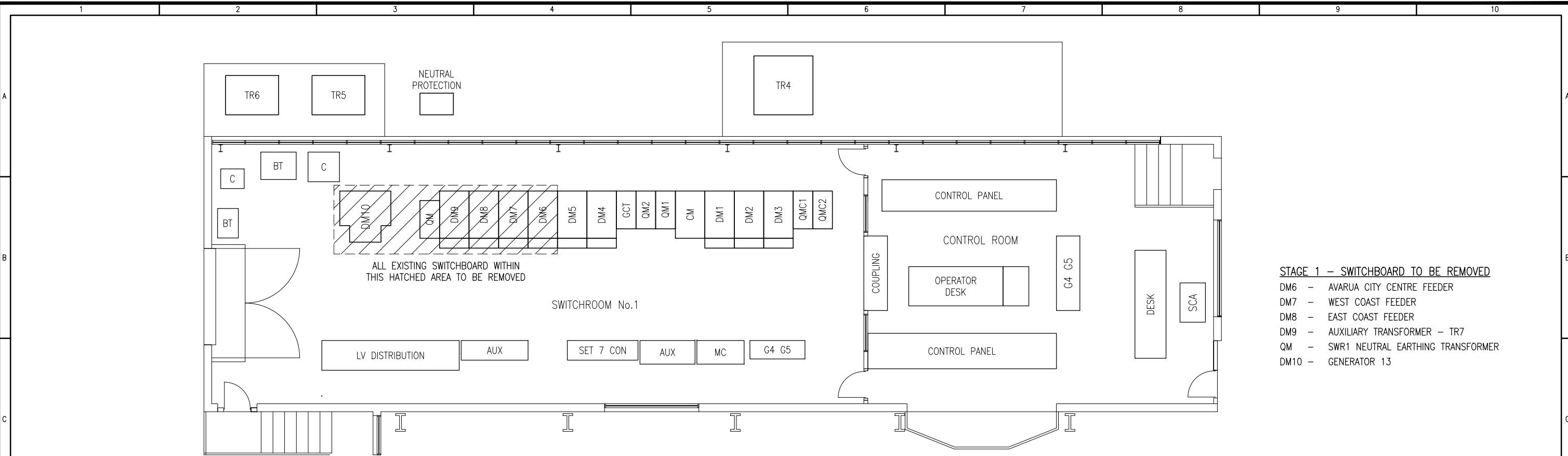
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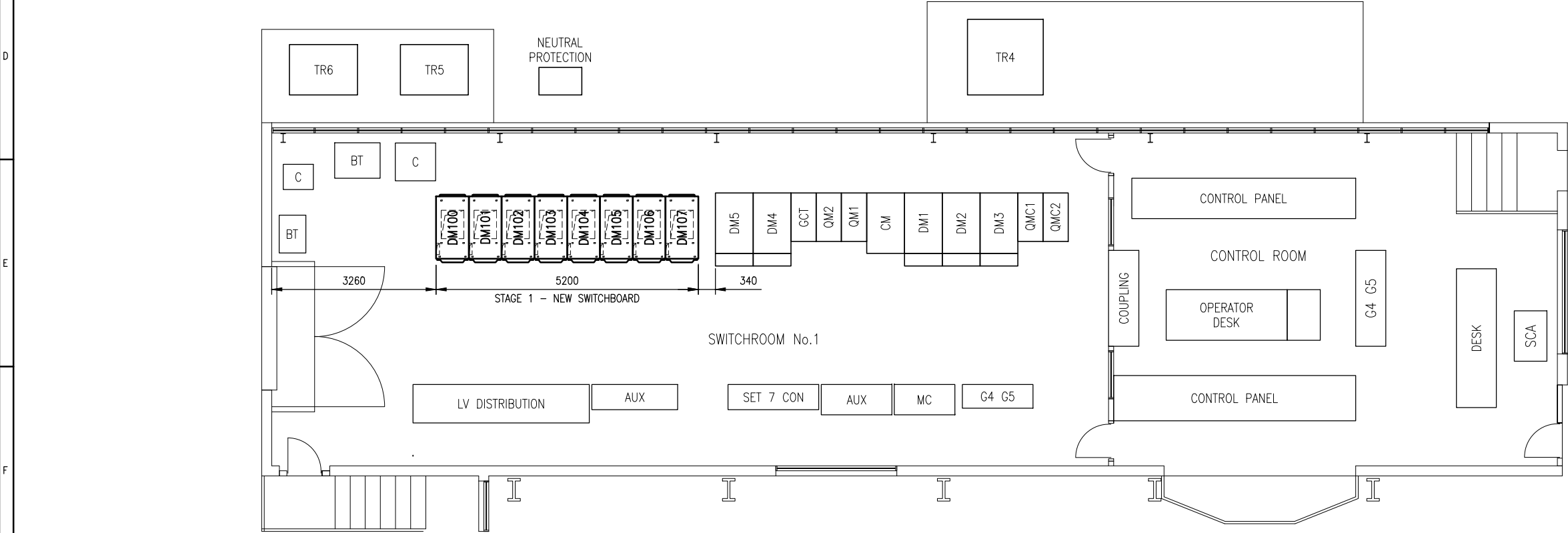
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| RAROTONGA ELECTRICITY AUTHORITY                                                      |  | Cad File<br>217.071–E6051–01_1 | Project No.<br>217.071 |
| TAU POWER STATION GENERATION<br>11kV SWITCHROOM No.1<br>FLOOR PLAN LAYOUT – EXISTING |  | Drawing No.<br>217.071–E6051   |                        |
|                                                                                      |  | Sheet<br>01 of 04              | Revision<br>1          |



STAGE 1 – SWITCHBOARD REMOVAL LAYOUT

- STAGE 1 – SWITCHBOARD TO BE REMOVED**
- DM6 – AVARUA CITY CENTRE FEEDER
  - DM7 – WEST COAST FEEDER
  - DM8 – EAST COAST FEEDER
  - DM9 – AUXILIARY TRANSFORMER – TR7
  - QM – SWR1 NEUTRAL EARTHING TRANSFORMER
  - DM10 – GENERATOR 13




STAGE 1 – NEW SWITCHBOARD LAYOUT

- STAGE 1 – NEW SWITCHBOARD DESCRIPTION**
- DM100 – SWR1 NEUTRAL EARTHING TRANSFORMER
  - DM101 – GENERATOR 11
  - DM102 – GENERATOR 12
  - DM103 – GENERATOR 3
  - DM104 – SWRM1 / SWR2 BUSTIE
  - DM105 – AUXILIARY TRANSFORMER – TR10
  - DM106 – AUXILIARY TRANSFORMER – TR6
  - DM107 – AVARUA CITY CENTRE FEEDER

**11kV SWITCHGEAR  
TENDER - 18/12/17**


|     |       |                                    |       |          |          |
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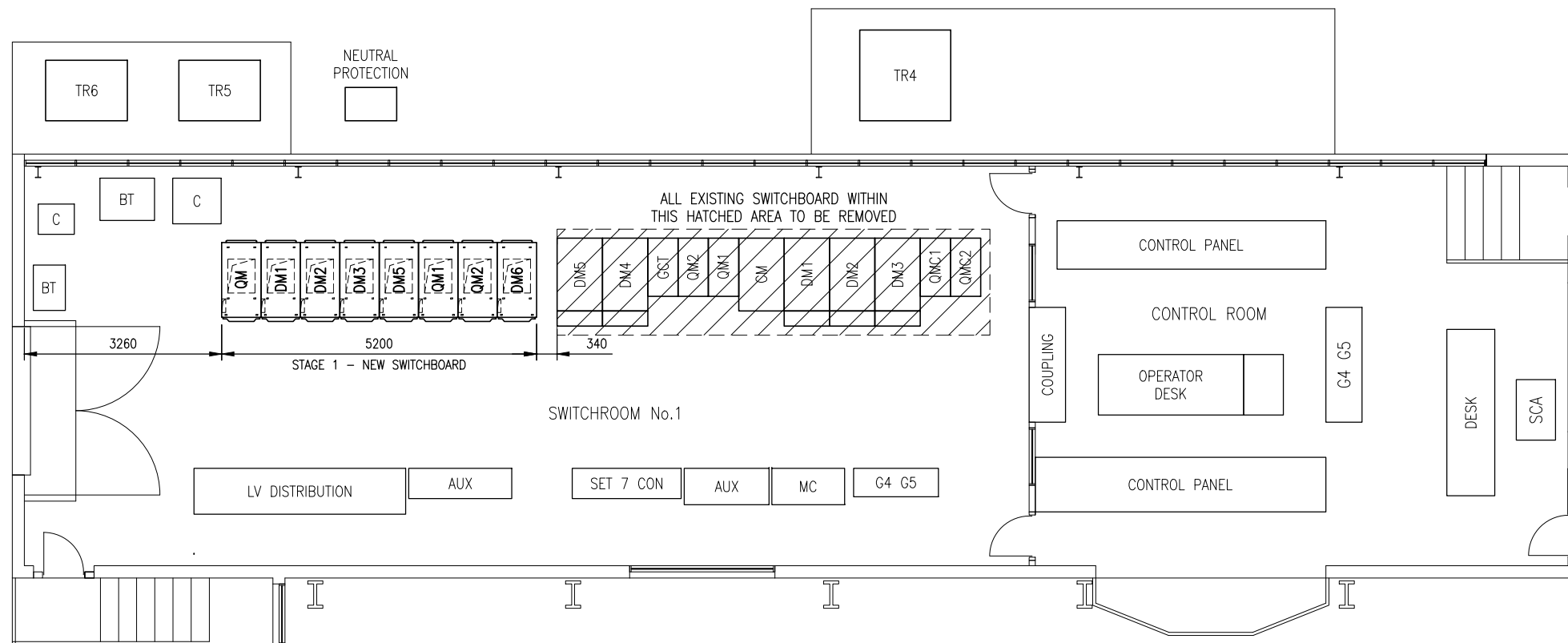
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TAU POWER STATION GENERATION

11kV SWITCHROOM No.1

FLOOR PLAN LAYOUT – STAGE 1

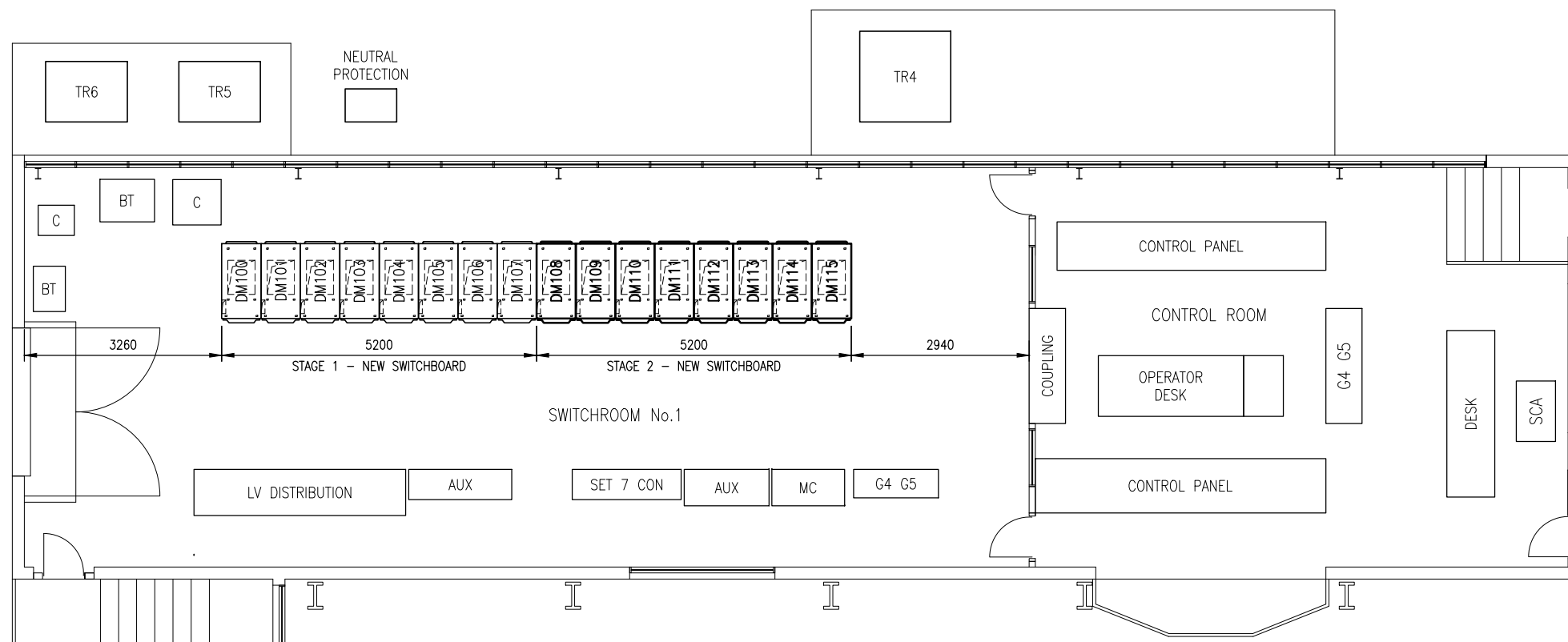
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| Drawing No. | 217.071–E6051      | Revision    | 1       |
| Sheet       | 02 of 04           |             |         |



STAGE 2 – SWITCHBOARD REMOVAL LAYOUT

STAGE 2 – SWITCHBOARD TO BE REMOVED

- DM5 – SWRM1 / SWR2 BUSTIE
- DM4 – SPARE
- GCT – VOLTAGE & POWER TRANSFORMER
- QM2 – AUXILIARY TRANSFORMER – TR6
- QM1 – AUXILIARY TRANSFORMER – TR10
- CM – VOLTAGE MEASUREMENT
- DM1 – GENERATOR 11
- DM2 – GENERATOR 12
- DM3 – GENERATOR 3
- QMC1 – GENERATOR 4 – FUSE SWITCH
- QMC2 – GENERATOR 5 – FUSE SWITCH



STAGE 2 – NEW SWITCHBOARD LAYOUT

STAGE 2 – NEW SWITCHBOARD DESCRIPTION

- DM108 – WEST COAST FEEDER
- DM109 – EAST COAST FEEDER
- DM110 – GENERATOR 5
- DM111 – DIESEL UPS / FLYWHEEL
- DM112 – RE PROJECT – ENABLERS
- DM113 – SPARE
- DM114 – SPARE
- DM115 – SPARE

11kV SWITCHGEAR  
TENDER - 18/12/17


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| 1   | 12/17 | REVISED FOR SWR1 SWITCHGEAR TENDER | LB    | S.J.P    | S.J.P    |
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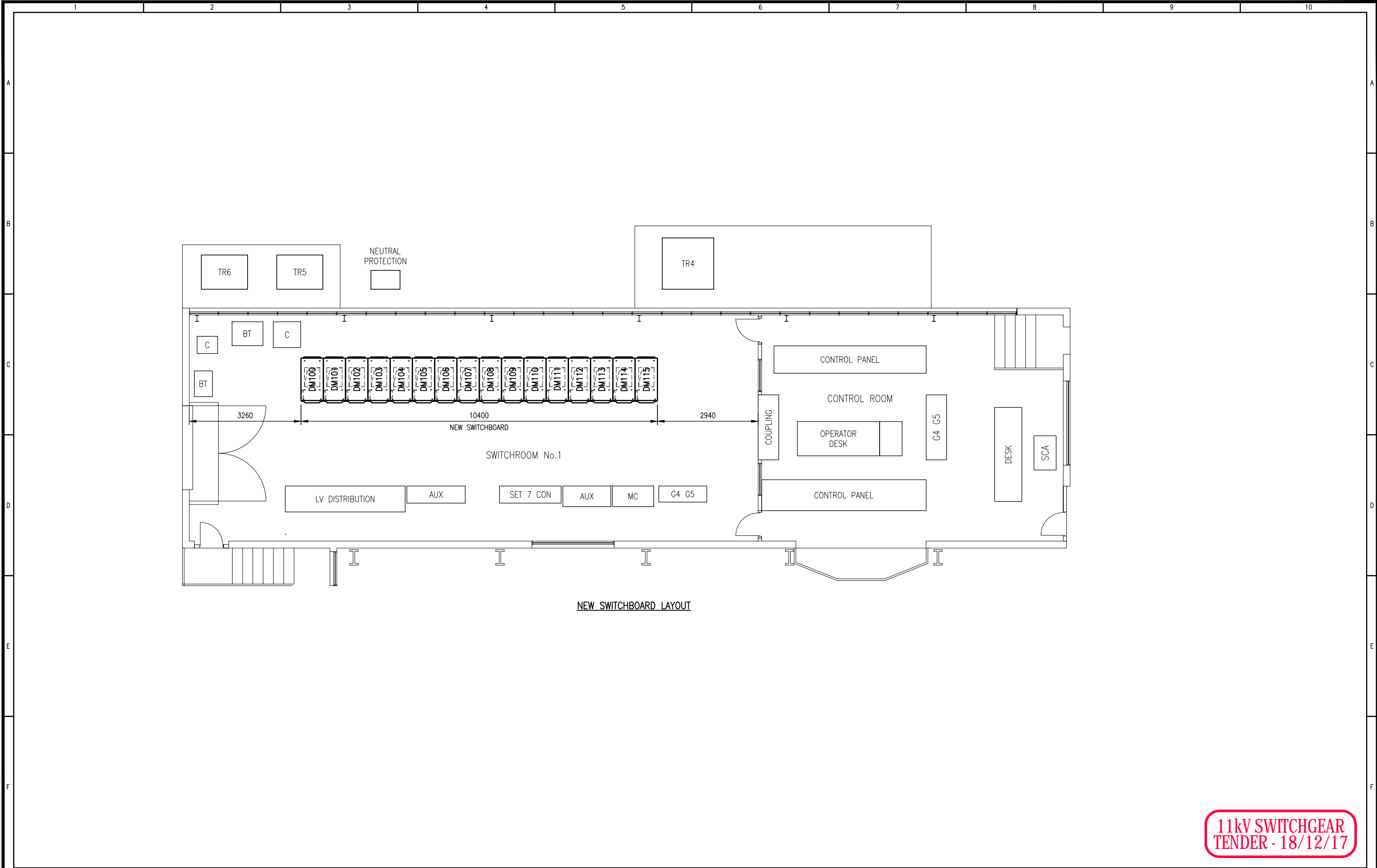
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| RAROTONGA ELECTRICITY AUTHORITY |  | Cad File    | 217.071–E6051–03_1 | Project No. | 217.071 |
| TAU POWER STATION GENERATION    |  | Drawing No. | 217.071–E6051      |             |         |
| 11kV SWITCHROOM No.1            |  | Sheet       | 03 of 04           | Revision    | 1       |
| FLOOR PLAN LAYOUT – STAGE 2     |  |             |                    |             |         |



11kV SWITCHGEAR  
TENDER - 18/12/17


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| RAROTONGA ELECTRICITY AUTHORITY |
| TAU POWER STATION GENERATION    |
| 11kV SWITCHROOM No.1            |
| FLOOR PLAN LAYOUT – FINAL       |

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| Cad File<br>217.071–E6051–04_1 | Project No.<br>217.071 |
| Drawing No.<br>217.071–E6051   |                        |
| Sheet<br>04 of 04              | Revision<br>1          |

## 6 Attachment 2 - Tender Forms to Be Submitted

### Instructions

1. Tenderers **MUST** complete and submit all of the following forms, in the formats provided in this Attachment:

- A1 – Tender Form
- A2 – Conflict of Interest Declaration
- A3 –Schedule of Prices and Technical Schedules
  - 3.1 Base Offer
  - 3.2 Optional Cost – Special Tools (Tenderer to Itemise)
  - 3.3 Recommended Spares (Tenderer to Itemise)
  - 3.4 Technical Specification Non-Compliance (Tenderer to Itemise)
  - 3.5 Standard Warranties and Guarantees
  - 3.6 Specific Technical Schedules –Switchgear and Components
- A4 – Proposed Subcontractors (if applicable)
- A5 – Confirmed Delivery Programme
  - 5.1 Delivery Schedule
- A6 – List of Referees the Principal may contact in relation to this offer
  - 6.1 First Referee
  - 6.2 Second Referee

2. Tenderers who fail to supply all of the items listed in above, will be deemed non-compliant and will be excluded from the tender evaluation process.

## 1 A1 – Form of Tender

Te Aponga Uira  
Tutakimoa, Rarotonga  
PO Box 112

|                    |                                                                       |
|--------------------|-----------------------------------------------------------------------|
| <b>Tender for:</b> | AVATIU VALLEY POWER STATION<br>SWR1 HV SWITCHGEAR REPLACEMENT PROJECT |
| <b>Vendor:</b>     | [Name of Vendor]                                                      |

Having examined the Tender Documents in relation to Tender Reference No. CK171831 and dated 24/04/2018, released by Te Aponga Uira, we submit the following offer.

We offer to complete, hand over to the Principal and remedy defects in the whole of the works set out in the Tender Documents and the Tender Specifications in conformity with these Tender Documents for the sum of [insert the price offered in text with the value in numbers thus (NZD\$\_\_\_\_\_)] stated exclusive of Value Added Tax, together with such other sums as may be ascertained in accordance with the Contract.

We acknowledge receipt of Notices \_\_\_\_\_ to \_\_\_\_\_.

We undertake to complete and handover of the **whole** of the Contract Works within the period stated in the Conditions of Tendering and understand that we are to provide at our own cost all goods and services that are not specifically noted as being supplied by the Principal.

We agree this Tender is irrevocable for a period of sixty (60) working days from the date fixed for receiving the same and that it remains binding upon us and may be accepted by the Principal at any time before the expiry of that period.

We acknowledge that when the preferred Tenderer has been identified, the Principal will invite that Tenderer to enter into negotiations based on the draft contract in Attachment 3 to the RFT. Identification of a preferred Tenderer is not a promise or assurance that the Principal will contract with that person. Only when both parties have agreed to the terms of the contract and executed the contract, will the Principal formally issue a Letter of Acceptance to the successful Tenderer.

We understand that the Principal are not bound to accept the lowest or any Tender the Principal may receive.

We understand that no contract shall come into existence, and no legal or other obligations shall arise between us and the Principal (or between us and any other agent of the Principal) in relation to the conduct, outcome or otherwise of the Tender process, prior to and apart from the Principal's acceptance of our Tender.

We understand that the Principal may contact the referees nominated by us in this offer and make whatever enquiries the Principal deems necessary regarding our financial health and ability to deliver the Contract Works/Goods/Services. Further, during the assessment stage we understand and agree that the Principal may request specific information from all Tenderers in order to assist the Principal's assessment. We acknowledge that a failure to provide such information may result in disqualification from the process.

We provide the following information required to be submitted with this Tender:

- A1 – Tender Form (this form)

- A2 – Conflict of Interest Declaration
- A3 –Schedule of Prices and Technical Schedules
- A4 – Proposed Subcontractors (*if applicable*)
- A5 – Confirmed Delivery Programme
- A6 – List of Referees the Principal may contact in relation to this offer.

*If the Tenderer is unable to agree to any clauses included in the Conditions to the Contract, it must set out in a table form the clause reference, reason why the Tenderer cannot accept it and proposed alternative wording.*

---

**Tenderers details:**

*Tenderer's full name:*

*Tenderer's trading name (if Company):*

*Contact person (if Company):*

*Postal address:*

*Physical address:*

*Phone number:*

*Mobile:*

*Email address:*

---

*Signature*

*Date*

*Full Name*

*Position (if Company)*

---



## 2 A2 – Conflict of Interest Declaration

A conflict of interest arises if you or a close family member has an interest e.g. is a board or committee member or is employed in a senior position in the Government agency that wants to purchase the goods or services relating to this tender process.

In submitting this tender bid, I declare:

- I understand that an actual, potential or perceived conflict of interest may arise in participating in this tender process and that I am obliged to declare any such conflict of interest.
- I confirm that in submitting this information that I have either declared any potential conflicts of interest or that I am not aware of any situation or issue that would conflict with the interest of the Principal.
- If a conflict of interest arises at any time before the selected supplier has been awarded, I will advise the Contact Officer or the Principal immediately.
- I have personally completed this declaration on behalf of the Supplier(s) and declare that the submitted tender bid provided are true and correct.

### 2.1 Declaration

**I declare that I have a potential conflict of interest as follows:**

---

---

---

---

**I will manage this conflict of interest by:**

---

---

---

**Declared by:**

*Signature*

*Date*

*Full Name*

*Position (if Company)*

### **3 A3 – Schedule of Prices / Technical Schedules**

The tender schedules in this section **MUST** be completed and submitted with the Tenderers offer.

The Tenderer shall quote their firm price for the design, manufacture, test, supply, delivery DDP of the plant and equipment given in this Specification.

All pricing to be in New Zealand Dollars (NZD) and exclusive of VAT.

### 3.1 Base Offer

| Item | Description                                          | Number | Price (NZD) |
|------|------------------------------------------------------|--------|-------------|
| 1    | DM100 – SWR1 Earthing Transformer                    | 1      |             |
| 2    | DM101 – Generator 11                                 | 1      |             |
| 3    | DM102 – Generator 12                                 | 1      |             |
| 4    | DM103 – Generator 3                                  | 1      |             |
| 5    | DM104 – SWR1 / SWR2 Bustie                           | 1      |             |
| 6    | DM105 – Aux Transformer TR10                         | 1      |             |
| 7    | DM106 – Aux Transformer TR6                          | 1      |             |
| 8    | DM107 – Avarua City Feeder                           | 1      |             |
| 9    | DM108 – West Coast Feeder                            | 1      |             |
| 10   | DM109 – East Coast Feeder                            | 1      |             |
| 11   | DM110 – Generator 5                                  | 1      |             |
| 12   | DM111 – Diesel UPS / Flywheel                        | 1      |             |
| 13   | DM112 – RE Project Enablers                          | 1      |             |
| 14   | DM113 – Spare Circuit Breaker                        | 1      |             |
| 15   | DM114 – Spare Circuit Breaker                        | 1      |             |
| 16   | DM115 – Spare Circuit Breaker                        | 1      |             |
| 17   | Switchgear Arch Flash (Tenderer to itemise)          | -      |             |
| 18   | Software, Comms Leads, Dongles (Tenderer to itemise) | -      |             |
| 19   | Factory Testing                                      |        |             |
| 20   | Documentation                                        |        |             |
| 21   | Recommended Spares (Tenderer to itemise)             |        |             |
| 22   | Freight, insurance to site (DDP)                     |        |             |
| 23   | Other Items (Tenderer to itemise)                    |        |             |
| 24   | Site Works                                           |        |             |
| 24.1 | Installation/ Commissioning Engineer (2 x 10 days)   |        |             |
| 24.2 | Training                                             |        |             |
|      |                                                      |        |             |
|      | Total Net                                            |        |             |
|      | VAT at 15%                                           |        |             |
|      | Total Gross                                          |        |             |

**3.2 Optional Cost – Special Tools (Tenderer to Itemise)**

| Item | Description                         | Number | Price (NZD) |
|------|-------------------------------------|--------|-------------|
| 1    | Special Tools (Tenderer to itemise) |        |             |
|      |                                     |        |             |
|      |                                     |        |             |
|      |                                     |        |             |
|      |                                     |        |             |
|      |                                     |        |             |
|      |                                     |        |             |
|      |                                     |        |             |
|      | Total Net                           |        |             |
|      | VAT at 15%                          |        |             |
|      | Total Gross                         |        |             |

### 3.3 Recommended Spares (Tenderer to Itemise)

| Item | Description            | Number | Price (NZD) |
|------|------------------------|--------|-------------|
| 1    |                        |        |             |
| 2    |                        |        |             |
| 3    |                        |        |             |
| 4    |                        |        |             |
| 5    |                        |        |             |
| 6    |                        |        |             |
| 7    |                        |        |             |
| 8    |                        |        |             |
| 9    |                        |        |             |
| 10   |                        |        |             |
|      | To Main Price Schedule |        |             |

### 3.4 Technical Specification Non-Compliance (Tenderer to Itemise)

Tenderer to list all non-compliances to the Technical Specifications in the table below. No variance statement in the table below shall be read as full compliance with the Technical Specifications.

[illegible]

### 3.5 Standard Warrantees and Guarantees

| Item | Description                       | Months after Delivery |
|------|-----------------------------------|-----------------------|
| 1    | DM100 – SWR1 Earthing Transformer |                       |
| 2    | DM101 – Generator 11              |                       |
| 3    | DM102 – Generator 12              |                       |
| 4    | DM103 – Generator 3               |                       |
| 5    | DM104 – SWR1 / SWR2 Bustie        |                       |
| 6    | DM105 – Aux Transformer TR10      |                       |
| 7    | DM106 – Aux Transformer TR6       |                       |
| 8    | DM107 – Avarua City Feeder        |                       |
| 9    | DM108 – West Coast Feeder         |                       |
| 10   | DM109 – East Coast Feeder         |                       |
| 11   | DM110 – Generator 5               |                       |
| 12   | DM111 – Diesel UPS / Flywheel     |                       |
| 13   | DM112 – RE Project Enablers       |                       |
| 14   | DM113 – Spare Circuit Breaker     |                       |
| 15   | DM114 – Spare Circuit Breaker     |                       |
| 16   | DM115 – Spare Circuit Breaker     |                       |
| 17   | Arch Flash Equipment              |                       |
| 18   | Other Items                       |                       |

### 3.6 Specific Technical Schedules –Switchgear and Components

| Manufacturing Information       |  |          |
|---------------------------------|--|----------|
| Manufacturer                    |  |          |
| Place of Manufacture            |  |          |
| Breaker Type/Model              |  |          |
| Degree of Protection            |  |          |
| Manufacturing Standards         |  | IEC      |
| Testing Standards               |  | IEC      |
|                                 |  |          |
| Technical Information           |  |          |
| Nominal Voltage                 |  | kV       |
| Generator - Nominal Rating      |  | Amps     |
| Bus Bar Rating                  |  | Amps     |
| Bus Bar Size                    |  | mm x mm  |
| Lightning Impulse Withstand     |  | kV Peak  |
| 1 min Power Frequency Withstand |  | kV RMS   |
| Rated short time withstand      |  | kA / Sec |
| VT Specs                        |  | IEC      |
| CT Specs                        |  | IEC      |
| Earthing Method - Bus Bars      |  |          |
| Earthing Method - Cables        |  |          |



#### 4 A4 – Proposed Subcontractors (if applicable)

**Subcontractor details:**

Subcontractor's **full** name:

---

Subcontractor's trading name (if Company):

---

Contact person (if Company):

---

Postal address:

---

Physical address:

---

Phone number:

---

Mobile:

---

Email address:

---

Works/Skills to be performed:

---

Educational/Technical Qualifications:

---

Work Experience:

---

Potential or Actual Conflicts of Interest:

---

## 5 A5 –Confirmed Delivery Programme

### 5.1 Delivery Schedule

**Confirmed** delivery dates from receipt of TAU Purchase Order;

| Item | Description                                                            | Weeks after Order |
|------|------------------------------------------------------------------------|-------------------|
| 1    | Documentation                                                          |                   |
| 1.1  | Certified Dimensional Drawings                                         |                   |
| 1.2  | Certified Schematic Drawings                                           |                   |
| 1.3  | Operation and Maintenance Manuals                                      |                   |
| 2    | Main Equipment Completed for FAT – Client Witnessed (CBs, Loose Items) |                   |
| 3    | Main Equipment Completed for Shipping (CBs, Loose Items)               |                   |
| 4    | Delivery to Site – Avatiu Valley Power Station Rarotonga               |                   |

## 6 A6 – List of Referees who may be Contacted

### 6.1 First Referee

Name:

---

Company:

---

Address:

---

---

---

E-mail Address:

---

Phone No.:

---

Facsimile No.:

---

Nature of Relationship with  
Tenderer:

---

### 6.2 Second Referee 2

Name:

---

Company:

---

Address:

---

---

---

E-mail Address:

---

Phone No.:

---

Facsimile No.:

---

Nature of Relationship with  
Tenderer:

---

7 Attachment 3 – NZS3916 Contract Conditions



## SERVICES CONTRACT

-----

### CONTRACT AGREEMENT

for

**TE APONGA UIRA**

**AVATIU VALLEY POWER STATION  
SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT PROJECT**

Between

**Te Aponga Uira O Tumu-Te-Varovaro**

And

**[VENDOR]**

|                    |                                |
|--------------------|--------------------------------|
| <b>Issued on:</b>  | <b>xxx</b>                     |
| <b>Project No:</b> | <b>xxx</b>                     |
| <b>Employer:</b>   | <b>Te Aponga Uira</b>          |
| <b>Country:</b>    | <b>Rarotonga, Cook Islands</b> |

| Schedule Number | <b>TAU SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT PROJECT<br/>(CK171831)</b>   |          |
|-----------------|----------------------------------------------------------------------------|----------|
| <b>1</b>        | <b>Special Conditions of Contract – Specific Conditions of Contract</b>    | <b>Y</b> |
| <b>2</b>        | <b>Special Conditions of Contract – Other Conditions of Contract</b>       | <b>Y</b> |
| 3               | Form of Contractor's Performance Bond                                      | N        |
| 4               | Form of Principle's Bond                                                   | N        |
| 5               | Form of Contractor's Bond in Lieu of Retentions                            | N        |
| <b>6</b>        | <b>Form of Producer Statement - Construction</b>                           | <b>Y</b> |
| <b>7</b>        | <b>Information on Contractor Arranged Construction Insurance</b>           | <b>Y</b> |
| <b>8</b>        | <b>Information on Contractor Arranged Plant Insurance</b>                  | <b>Y</b> |
| <b>9</b>        | <b>Information on Public Liability Insurance</b>                           | <b>Y</b> |
| <b>10</b>       | <b>Information on Contractor Arranged Motor Vehicle Insurance</b>          | <b>Y</b> |
| <b>11</b>       | <b>Information on Contractor Arranged Professional Indemnity Insurance</b> | <b>Y</b> |
| 12              | Information on Principle Arranged Construction Insurance                   | N        |
| <b>13</b>       | <b>Form of Contractor (or Subcontractor) Warranty</b>                      | <b>Y</b> |
| <b>14</b>       | <b>Agreement for Off-site Materials</b>                                    | <b>Y</b> |
| <b>15</b>       | <b>Practical Completion Certificate</b>                                    | <b>Y</b> |
| <b>16</b>       | <b>Final Completion Certificate</b>                                        | <b>Y</b> |
| <b>17</b>       | <b>Deed of Novation</b>                                                    | <b>Y</b> |
|                 |                                                                            |          |

## Schedule to Conditions of Tendering

The Conditions of Tendering are those set out in NZS 3916:2013.

Clause numbers refer to Conditions of Tendering clauses.

|               |                                                               |
|---------------|---------------------------------------------------------------|
| Contract for: | TAU SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT PROJECT (CK171831) |
|---------------|---------------------------------------------------------------|

| Clause<br><i>in Conditions<br/>of Tendering</i> | Title and subject matter                                               | Specific condition data<br><i>(Expand cells if required)</i>                                                                                                                                                                |
|-------------------------------------------------|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>102</b>                                      | <b>Issue of documents</b>                                              |                                                                                                                                                                                                                             |
| 102.2                                           | Is a Tender Documents deposit required?                                | No                                                                                                                                                                                                                          |
|                                                 | If yes, the amount of the Tender Documents deposit shall be:           | (\$ <a href="#">Click to enter amount</a> )                                                                                                                                                                                 |
| <b>103</b>                                      | <b>Tenderers to inform themselves</b>                                  |                                                                                                                                                                                                                             |
| 103.1                                           | Is an appointment required to view the Site?                           | Yes                                                                                                                                                                                                                         |
|                                                 | If yes, the appointment details are:                                   | TAU CEO<br>Te Aponga Uira, Rarotonga, Cook Islands<br>Ph: +682 20054<br>Fax: +682 21944<br>Email: <a href="mailto:ATimoti@electricity.co.ck">ATimoti@electricity.co.ck</a><br>-<br>28 May 2018<br>Site Visit Not Compulsory |
| <b>105</b>                                      | <b>Submission of tenders</b>                                           |                                                                                                                                                                                                                             |
| 105.1                                           | Tenders shall close at:                                                | Address to:<br>TAU CEO<br>Te Aponga Uira,<br>PO Box 112,<br>Rarotonga,<br>Cook Islands                                                                                                                                      |
|                                                 |                                                                        | 8 June 2018                                                                                                                                                                                                                 |
|                                                 |                                                                        | 3pm Cook Island Time                                                                                                                                                                                                        |
|                                                 | Are electronic tenders acceptable?                                     | Yes                                                                                                                                                                                                                         |
|                                                 | If yes, tenders will be acceptable in the following electronic form:   | <i>(specify type of file for example Word, PDF)</i><br>Electronic – PDF<br>Hard Copies<br>Both electronic and hard copies required.                                                                                         |
| 105.3(c)                                        | Is supplementary information required to be submitted with the tender? | Yes                                                                                                                                                                                                                         |

| <b>Clause</b><br><i>in Conditions<br/>of Tendering</i> | <b>Title and subject matter</b>                                                                                                                                                                                 | <b>Specific condition data</b><br><i>(Expand cells if required)</i>      |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 105.3(e)                                               | Are the percentages for On-site Overheads and for Off-site Overheads and Profit required to be nominated in the tender?                                                                                         | No<br><i>(See 9.3.8, 9.3.9, &amp; 9.3.10 of the General Conditions)</i>  |
|                                                        | Is the Working Day rate in compensation for time-related On-site Overheads and Off-site Overheads and Profit incurred in relation to an extension of time required to be nominated in the tender?               | Yes<br><i>(See 9.3.11 of the General Conditions)</i>                     |
|                                                        | Is the percentage for processing of Variations required to be nominated in the tender?                                                                                                                          | Yes<br><i>(See 9.3.15 of the General Conditions)</i>                     |
|                                                        | Are the percentages for On-site Overheads and for Off-site Overheads and Profit to be added to Net Cost in a cost reimbursement contract or for cost reimbursement work required to be nominated in the tender? | Yes<br><i>(See 2.4.1 of the General Conditions)</i>                      |
|                                                        | If yes, the supplementary information required to be submitted with the tender is:                                                                                                                              | Refer Technical Specifications                                           |
| 105.7                                                  | Are the rates included in the Schedule of Prices fully inclusive of all allowances for On-site Overheads and for Off-site Overheads and Profit?                                                                 | Yes<br><i>(see 9.3.8, 9.3.9, &amp; 9.3.10 of the General Conditions)</i> |
| <b>107</b>                                             | <b>Tender evaluation</b>                                                                                                                                                                                        |                                                                          |
| 107.1                                                  | The tender evaluation method shall be:                                                                                                                                                                          | Refer RFP                                                                |

## Contract Agreement

|                                     |                                                    |                    |
|-------------------------------------|----------------------------------------------------|--------------------|
| <b>CONTRACT FOR</b>                 | TAU SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT PROJECT | (Contract name)    |
| <b>CONTRACT NUMBER</b>              | CK171831                                           | (Number)           |
| <b>THIS AGREEMENT</b><br>is made on | <a href="#">Click to enter a date</a>              |                    |
| <b>BETWEEN</b>                      | <a href="#">Click to enter text</a>                | (‘the Contractor’) |
| <b>AND</b>                          | Te Aponga Uira                                     | (‘the Principal’)  |

**IT IS AGREED** as follows:

1. The Contractor shall carry out the obligations imposed on the Contractor by the Contract.
2. The Principal shall pay the Contractor the sum of \$ [Click to enter text](#) or such greater or lesser sum as shall become payable under the Contract together with goods and services tax at the times and in the manner provided in the Contract.
3. Each party agrees to the terms and conditions as set out in the Contract.
4. The Contract comprises the following documents:
  - (a) This Contract Agreement;
  - (b) The notification of acceptance of tender or award of Contract;
  - (c) The following post-tender documents (*Identify any agreed post-tender documents to be included, for example correspondence or minutes or pre-award meetings dealing with tender tags, and so on*):  
[Click to enter text](#)
  - (d) Schedule 2: Special Conditions of Contract – Other Conditions of Contract;
  - (e) Schedule 1: Special Conditions of Contract – Specific Conditions of Contract;
  - (f) The General Conditions of Contract NZS 3916:2013 (including other Schedules);
  - (g) The Principal's Requirements;
  - (h) The Schedule of Prices; ☐ (Select if **NOT** applicable)
  - (i) The Contractor's tender;
  - (j) Notices to tenderers (*give details with dates*):  
[Click to enter text](#)
  - (k) The Schedule to the Conditions of Tendering;
  - (l) The Conditions of Tendering; and
  - (m) The following additional documents: (*Identify any additional documents to be included*):  
[Click to enter text](#)
5. The documents comprising the Contract shall be taken as mutually explanatory, but in the case of ambiguity or conflict the priority of documents shall be as listed in clause 4 above, with each document prevailing over a document lower in the list.
6. This Contract shall constitute the entire agreement between the parties. This Contract supersedes all prior negotiations, representations, and warranties, except insofar as the same are expressly incorporated herein.

**SIGNED BY** [Click to enter text or paste signature](#)

Authorised Signatory of Contractor

**SIGNED BY** [Click to enter text or paste signature](#)

Authorised Signatory of Principal





**Schedule 1 – Special Conditions of Contract – Specific Conditions of Contract**

|               |                                                               |
|---------------|---------------------------------------------------------------|
| Contract for: | TAU SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT PROJECT (CK171831) |
|---------------|---------------------------------------------------------------|

| Clause<br><i>in General<br/>Conditions</i> | Title and subject matter                                                                                                                                                                                                                                                                                               | Specific condition data<br><i>(Expand cells if required or add a reference to further<br/>detail provided in Schedule 2.)</i> |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>1.</b>                                  | <b>INTERPRETATION</b>                                                                                                                                                                                                                                                                                                  |                                                                                                                               |
| <b>1.2</b>                                 | <b>Definitions</b>                                                                                                                                                                                                                                                                                                     |                                                                                                                               |
|                                            | The Principal is:                                                                                                                                                                                                                                                                                                      | Te Aponga Uira                                                                                                                |
|                                            | of:                                                                                                                                                                                                                                                                                                                    | Tutakimoa<br>Avarua<br>PO Box 112<br>Rarotonga<br>Cook Islands                                                                |
| <b>1.2, 10.2</b>                           | <b>Separable Portions</b>                                                                                                                                                                                                                                                                                              |                                                                                                                               |
|                                            | • Are there any Separable Portions in this Contract?                                                                                                                                                                                                                                                                   | No                                                                                                                            |
|                                            | • If yes, the Separable Portions are as follows and as further defined in the Contract:                                                                                                                                                                                                                                | <a href="#">Click to enter reference</a>                                                                                      |
| <b>2.</b>                                  | <b>THE CONTRACT</b>                                                                                                                                                                                                                                                                                                    |                                                                                                                               |
| <b>2.1</b>                                 | <b>Type of contract</b>                                                                                                                                                                                                                                                                                                |                                                                                                                               |
| <b>2.1.1</b>                               | This Contract is a:                                                                                                                                                                                                                                                                                                    | <i>(select one to apply (a) or (b))</i>                                                                                       |
|                                            | (a) Lump sum contract governed by 2.2;                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/>                                                                                           |
|                                            | (b) Cost reimbursement contract governed by 2.3.                                                                                                                                                                                                                                                                       | <input type="checkbox"/>                                                                                                      |
| <b>2.3</b>                                 | <b>Cost reimbursement contract</b>                                                                                                                                                                                                                                                                                     |                                                                                                                               |
| <b>2.3.1</b>                               | Allowance(s) which are to be added to Net Cost in a cost reimbursement contract or for parts of the Contract Works which are required to be carried out on a cost reimbursement basis:<br><i>(If percentages are shown as zero or nil, allowances for overheads and profit are deemed to be included in Net Cost.)</i> |                                                                                                                               |
|                                            | • Allowance for On-site Overheads:                                                                                                                                                                                                                                                                                     | Not Used (%)                                                                                                                  |
|                                            | • Allowance for Off-site Overheads and Profit:                                                                                                                                                                                                                                                                         | Not Used (%)                                                                                                                  |
| <b>2.3.4</b>                               | Indicative estimates of the Contract Price:                                                                                                                                                                                                                                                                            |                                                                                                                               |
|                                            | Are indicative estimates required?                                                                                                                                                                                                                                                                                     | No                                                                                                                            |
| <b>2.4</b>                                 | <b>Local authority contracts, contracts in public places, and road contracts</b>                                                                                                                                                                                                                                       |                                                                                                                               |
| <b>2.4.1</b>                               | Is this Contract a local authority contract to which 2.4.2 applies?                                                                                                                                                                                                                                                    | Yes                                                                                                                           |
| <b>2.4.3</b>                               | Is this Contract a contract in a public place to which B1 and B2 of Appendix B apply?                                                                                                                                                                                                                                  | No                                                                                                                            |

| Clause<br><i>in General<br/>Conditions</i> | Title and subject matter                                                                                    | Specific condition data<br><i>(Expand cells if required or add a reference to further<br/>detail provided in Schedule 2.)</i> |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 2.4.4                                      | Is this Contract a road contract to which Appendix B applies?                                               | No                                                                                                                            |
|                                            | If yes, the allowance under B3 shall be:                                                                    | <a href="#">Click to enter number</a> (number of Working Days)                                                                |
| 2.5                                        | <b>Evidence of Contract</b>                                                                                 |                                                                                                                               |
| 2.5.2                                      | How is the Contract Agreement to be executed?                                                               | (select one to apply, (a) or (b))                                                                                             |
|                                            | (a) As stated in 2.5.2;                                                                                     | <input checked="" type="checkbox"/>                                                                                           |
|                                            | (b) In accordance with the following other requirements:                                                    | <input type="checkbox"/> Time Reimbursable basis                                                                              |
| 2.6                                        | <b>Documents prepared by the Engineer or Principal</b>                                                      |                                                                                                                               |
| 2.6.1                                      | Copies of the Contract shall be supplied without charge to the Contractor in the following electronic form: | PDF                                                                                                                           |
| 2.7                                        | <b>Documents prepared by the Contractor</b>                                                                 |                                                                                                                               |
| 2.7.2                                      | Copies of documents referred to in 2.7.2 shall be supplied without charge to the Engineer:                  |                                                                                                                               |
|                                            | • Number of hard copy sets:                                                                                 | Three                                                                                                                         |
|                                            | • In the following electronic form:                                                                         | PDF and Original Form (i.e AutoCAD, MS Word / Excel / Project)                                                                |
| 3.                                         | <b>BONDS</b>                                                                                                |                                                                                                                               |
| 3.1                                        | <b>Contractor's Bond</b>                                                                                    |                                                                                                                               |
| 3.1.1                                      | Is a Contractor's Bond required?                                                                            | No                                                                                                                            |
| 3.1.2                                      | If yes, the amount of the Contractor's Bond shall be:                                                       | (\$)                                                                                                                          |
| 3.2                                        | <b>Principal's Bond</b>                                                                                     |                                                                                                                               |
| 3.2.1                                      | Is a Principal's Bond required?                                                                             | No                                                                                                                            |
| 3.2.2                                      | If yes:                                                                                                     |                                                                                                                               |
|                                            | • The amount of the Principal's Bond shall be:                                                              | (\$) <a href="#">Click to enter amount</a>                                                                                    |
|                                            | • The surety for the Principal's Bond shall be:                                                             | <a href="#">Click to enter text</a>                                                                                           |
| 4.                                         | <b>SUBCONTRACTS</b>                                                                                         |                                                                                                                               |
| 4.1                                        | <b>General</b>                                                                                              |                                                                                                                               |
| 4.1.4                                      | Is transfer of design agreements required?                                                                  | Yes                                                                                                                           |
| 5.                                         | <b>GENERAL OBLIGATIONS</b>                                                                                  |                                                                                                                               |
| 5.1.10,<br>5.1.12,<br>5.1.14,<br>5.1.15    | Time for review of Design Documentation by Engineer                                                         | (select one to apply, (a) or (b))                                                                                             |
|                                            | (a) 10 Working Days;                                                                                        | <input type="checkbox"/>                                                                                                      |
|                                            | (b) Within the following time.                                                                              | <input checked="" type="checkbox"/> 20 Working Days                                                                           |

| Clause<br><i>in General<br/>Conditions</i> | Title and subject matter                                                                                                                                        | Specific condition data<br><i>(Expand cells if required or add a reference to further<br/>detail provided in Schedule 2.)</i> |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>5.4</b>                                 | <b>Possession of the Site</b>                                                                                                                                   |                                                                                                                               |
| <b>5.4.1</b>                               | The Contractor shall be given possession of the Site:                                                                                                           | <i>(select one to apply, (a) or (b))</i>                                                                                      |
|                                            | (a) 10 Working Days after the Date of Acceptance of Tender:                                                                                                     | <input type="checkbox"/>                                                                                                      |
|                                            | (b) On the following date:                                                                                                                                      | <input checked="" type="checkbox"/> Not Required                                                                              |
| <b>5.4.3</b>                               | Limits on the Contractor's right of entry to adjoining properties are:                                                                                          | Access to adjoining properties is not required.                                                                               |
| <b>5.5</b>                                 | <b>Separate Contractors</b>                                                                                                                                     |                                                                                                                               |
| <b>5.5.1</b>                               | Separate Contractors who may be carrying out work on the Site concurrently with the Contract Works are:                                                         | Not Required                                                                                                                  |
| <b>5.5.2</b>                               | Are facilities for Separate Contractors required?                                                                                                               | No                                                                                                                            |
|                                            | If yes, details of facilities required are:                                                                                                                     | <a href="#">Click to enter text</a>                                                                                           |
| <b>5.6</b>                                 | <b>Care of the works and Site</b>                                                                                                                               |                                                                                                                               |
| <b>5.6.6(f)</b>                            | Further risks specifically excepted are:                                                                                                                        | Not Required                                                                                                                  |
| <b>5.10</b>                                | <b>Programme</b>                                                                                                                                                |                                                                                                                               |
| <b>5.10.4</b>                              | Is the programme required to be a Comprehensive Programme?                                                                                                      | Yes                                                                                                                           |
| <b>5.10.4(e)</b>                           | If yes, other requirements for the Comprehensive Programme are:                                                                                                 | Refer RFP for short and long term deliverables                                                                                |
| <b>5.10.5</b>                              | The Comprehensive Programme shall use the following software:                                                                                                   | MS Project                                                                                                                    |
| <b>5.10.6</b>                              | Updates of the Comprehensive Programme shall be provided at the following intervals:                                                                            | Monthly                                                                                                                       |
| <b>5.11</b>                                | <b>Compliance with laws</b>                                                                                                                                     |                                                                                                                               |
| <b>5.11.3</b>                              | Exceptions to the Principal's obligations to obtain licences under 5.11.3 are:                                                                                  | Nil                                                                                                                           |
| <b>5.11.4</b>                              | Exceptions to the Contractor's obligation to give notices and obtain other licences under 5.11.4 are:                                                           | Nil                                                                                                                           |
| <b>5.11.5</b>                              | Exceptions to the Contractor's obligation to give notices and to obtain licences for Temporary Works and for temporary amenities and services under 5.11.5 are: | Nil                                                                                                                           |
| <b>5.17</b>                                | <b>Safety plan</b>                                                                                                                                              |                                                                                                                               |
|                                            | Is a Site-specific safety plan required to be prepared by the Contractor?                                                                                       | No                                                                                                                            |
| <b>5.18</b>                                | <b>Quality plan</b>                                                                                                                                             |                                                                                                                               |
|                                            | Is a quality plan required to be prepared by the Contractor?                                                                                                    | Yes                                                                                                                           |
| <b>5.19</b>                                | <b>Traffic management plan</b>                                                                                                                                  |                                                                                                                               |
|                                            | Is a traffic management plan required to be prepared by the Contractor?                                                                                         | No                                                                                                                            |

| Clause<br><i>in General<br/>Conditions</i> | Title and subject matter                                                                                                                                         | Specific condition data<br><i>(Expand cells if required or add a reference to further<br/>detail provided in Schedule 2.)</i> |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>5.20</b>                                | <b>As-built drawings and operation and maintenance manuals</b>                                                                                                   |                                                                                                                               |
| <b>5.20.1(a)</b>                           | Are as-built drawings required to be prepared by the Contractor?                                                                                                 | Yes                                                                                                                           |
| <b>5.20.1(b)</b>                           | Are operation and maintenance manuals required to be prepared by the Contractor?                                                                                 | Yes                                                                                                                           |
| <b>6.</b>                                  | <b>THE ENGINEER</b>                                                                                                                                              |                                                                                                                               |
| <b>6.1</b>                                 | <b>Appointment of Engineer</b>                                                                                                                                   |                                                                                                                               |
| <b>6.1.2</b>                               | The Engineer is:                                                                                                                                                 | Mr. Stephen Peters                                                                                                            |
|                                            | whose professional qualification is:                                                                                                                             | NZCE                                                                                                                          |
| <b>8.</b>                                  | <b>INSURANCES</b>                                                                                                                                                |                                                                                                                               |
| <b>8.1</b>                                 | <b>General</b>                                                                                                                                                   |                                                                                                                               |
| <b>8.1.1</b>                               | The party identified below shall arrange the following insurances referred to in the following clauses:                                                          |                                                                                                                               |
|                                            | 8.3 or 8.8 Construction                                                                                                                                          | Not required                                                                                                                  |
|                                            | 8.8 Existing structure(s) and contents                                                                                                                           | Not required                                                                                                                  |
|                                            | 8.4 Plant                                                                                                                                                        | Contractor                                                                                                                    |
|                                            | 8.5 or 8.9 Public liability                                                                                                                                      | Contractor                                                                                                                    |
|                                            | 8.5.2 Motor vehicle liability                                                                                                                                    | Contractor                                                                                                                    |
|                                            | 8.6 Professional indemnity                                                                                                                                       | Contractor                                                                                                                    |
| <b>8.1.6</b>                               | The following forces of nature shall be specifically insured under 8.3 or 8.8 as applicable:                                                                     |                                                                                                                               |
|                                            | (a) Landslip:                                                                                                                                                    | No                                                                                                                            |
|                                            | (b) Earthquake:                                                                                                                                                  | No                                                                                                                            |
|                                            | (c) Tsunami:                                                                                                                                                     | No                                                                                                                            |
|                                            | (d) Tornado:                                                                                                                                                     | No                                                                                                                            |
|                                            | (e) Cyclone:                                                                                                                                                     | No                                                                                                                            |
|                                            | (f) Storm:                                                                                                                                                       | No                                                                                                                            |
|                                            | (g) Flood:                                                                                                                                                       | No                                                                                                                            |
|                                            | (h) Lightning strike:                                                                                                                                            | No                                                                                                                            |
|                                            | (i) Volcanic activity:                                                                                                                                           | No                                                                                                                            |
|                                            | (j) Hydrothermal activity:                                                                                                                                       | No                                                                                                                            |
|                                            | (k) Geothermal activity:                                                                                                                                         | No                                                                                                                            |
| <b>8.3, 8.8</b>                            | <b>Construction insurance</b><br><i>(These items are required to be completed whether the Contractor or the Principal is the insuring party (see 8.1 above))</i> |                                                                                                                               |
| <b>8.3.2, 8.8</b>                          | The following shall have their respective interests noted in the construction insurance policy:                                                                  | Not Required                                                                                                                  |

| <b>Clause</b><br><i>in General Conditions</i> | <b>Title and subject matter</b>                                                                                                                                                                                                                                                            | <b>Specific condition data</b><br><i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i> |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>8.3.3, 8.8</b>                             | Where construction insurance is required ( <i>see 8.1 above</i> ), the amount of insurance to be effected for the Contract Works and Materials shall be for not less than the sum of the Contract Price, after the acceptance of the tender or other offer, plus the following allowances: |                                                                                                                                  |
|                                               | (a) An allowance for the Cost of demolition, disposal and preparation for replacement work, equal to:                                                                                                                                                                                      | <i>(select one to apply, (i) or (ii))</i>                                                                                        |
|                                               | (i) The amount in the right hand column:                                                                                                                                                                                                                                                   | (\$ ) Not Required                                                                                                               |
|                                               | (ii) The percentage in the right hand column of the Contract Price adjusted as above:                                                                                                                                                                                                      | <input type="checkbox"/> <a href="#">Click to enter %</a> (%)                                                                    |
|                                               | (b) An allowance for professional fees including the Cost of clerks of works and inspectors, equal to:                                                                                                                                                                                     | <i>(select one to apply, (i) or (ii))</i>                                                                                        |
|                                               | (i) The amount in the right hand column:                                                                                                                                                                                                                                                   | <input type="checkbox"/> (\$ ) Not Required                                                                                      |
|                                               | (ii) The percentage in the right hand column of the Contract Price adjusted as above:                                                                                                                                                                                                      | <input type="checkbox"/> <a href="#">Click to enter %</a> (%)                                                                    |
|                                               | (c) An allowance for items to be incorporated in the Contract Works, the Cost of which is not included in the Contract Price, equal to:                                                                                                                                                    | <i>(select one to apply, (i) or (ii))</i>                                                                                        |
|                                               | (i) The amount in the right hand column                                                                                                                                                                                                                                                    | <input type="checkbox"/> (\$ ) Not Required                                                                                      |
|                                               | (ii) The percentage of the Contract Price adjusted as above, stated in the right hand column:                                                                                                                                                                                              | <input type="checkbox"/> <a href="#">Click to enter %</a> (%)                                                                    |
|                                               | (d) An allowance for an increase in the Contract Price due to Variations equal to:                                                                                                                                                                                                         | <i>(select one to apply, (i) or (ii))</i>                                                                                        |
|                                               | (i) The amount in the right hand column:                                                                                                                                                                                                                                                   | <input type="checkbox"/> (\$ ) Not Required                                                                                      |
|                                               | (ii) The percentage of the Contract Price adjusted as above, stated in the right hand column:                                                                                                                                                                                              | <input type="checkbox"/> <a href="#">Click to enter %</a> (%)                                                                    |
|                                               | (e) An allowance for increased construction Costs due to inflation equal to:                                                                                                                                                                                                               | <i>(select one to apply, (i) or (ii))</i>                                                                                        |
|                                               | (i) The amount in the right hand column:                                                                                                                                                                                                                                                   | <input type="checkbox"/> (\$ ) Not Required                                                                                      |
|                                               | (ii) The percentage of the Contract Price adjusted as above, stated in the right hand column:                                                                                                                                                                                              | <input type="checkbox"/> <a href="#">Click to enter %</a> (%)                                                                    |
| <b>8.4</b>                                    | <b>Contractor arranged Plant insurance</b>                                                                                                                                                                                                                                                 |                                                                                                                                  |
|                                               | Where Plant is required to be insured ( <i>see 8.1 above</i> ):                                                                                                                                                                                                                            | <i>(select one to apply, (a) or (b))</i>                                                                                         |
|                                               | (a) The Contractor shall insure the following items of Plant on the Site for the amounts stated:                                                                                                                                                                                           | <input type="checkbox"/> Not Required                                                                                            |
|                                               | (b) The Contractor shall insure each item of Plant on the Site having a current market value of more than:                                                                                                                                                                                 | <input type="checkbox"/> (\$ ) 1000                                                                                              |

| Clause<br><i>in General<br/>Conditions</i> | Title and subject matter                                                                                                                                                                                                                                                           | Specific condition data<br><i>(Expand cells if required or add a reference to further<br/>detail provided in Schedule 2.)</i> |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>8.5</b>                                 | <b>Contractor arranged public liability insurance</b>                                                                                                                                                                                                                              |                                                                                                                               |
| <b>8.5.1</b>                               | Where required (see 8.1 above), public liability insurance shall be effected by the Contractor for an amount not less than:                                                                                                                                                        | <input checked="" type="checkbox"/> (\$) 10 Million for any one occurrence and unlimited in the aggregate.                    |
|                                            | Such public liability insurance may include sub-limits:                                                                                                                                                                                                                            |                                                                                                                               |
|                                            | • For liability arising out of vibration, weakening or removal of support, of not less than:                                                                                                                                                                                       | (\$) Not Required                                                                                                             |
|                                            | • For liability under the Forest and Rural Fires Act 1977, of not less than:                                                                                                                                                                                                       | (\$) Not Required                                                                                                             |
| <b>8.5.2</b>                               | Where required (see 8.1 above), motor vehicle third party liability insurance shall be effected for an amount not less than:                                                                                                                                                       | (\$) 5 Million                                                                                                                |
| <b>8.6</b>                                 | <b>Contractor arranged professional indemnity insurance</b>                                                                                                                                                                                                                        |                                                                                                                               |
| <b>8.6.1</b>                               | Where required (see 8.1 above), professional indemnity insurance for design by the Contractor shall be effected for an amount not less than:                                                                                                                                       |                                                                                                                               |
|                                            | • For any one claim:                                                                                                                                                                                                                                                               | (\$) 5 Million.                                                                                                               |
|                                            | • And for an amount in the aggregate of:                                                                                                                                                                                                                                           | (\$) Unlimited in the aggregate.                                                                                              |
| <b>8.6.2</b>                               | Sub-limits of liability for design of parts of the Contract Works by Subcontractors shall be not be less than:<br><br><i>(list specific part(s) of Contract Works and applicable \$ sub-limits for any one claim and for an amount in the aggregate, or state if not required)</i> | Same as per 8.6.1                                                                                                             |
| <b>8.8</b>                                 | <b>Principal arranged construction insurance</b> <i>(refer also to 8.3)</i>                                                                                                                                                                                                        |                                                                                                                               |
|                                            | In accordance with 8.7.2, the insurance policy wording title for 8.8.1 and 8.8.2 (a), (b), and (c) is:                                                                                                                                                                             | Not Required                                                                                                                  |
|                                            | In accordance with 8.7.2, the extraordinary exclusions, conditions, warranties or endorsements to the policy for 8.8.1 and 8.8.2 (a), (b), and (c) are:                                                                                                                            | Not Required                                                                                                                  |
| <b>8.8.1</b>                               | Where the Principal is required to effect construction insurance (see 8.1 above):                                                                                                                                                                                                  |                                                                                                                               |
|                                            | The lead insurer is:                                                                                                                                                                                                                                                               | <a href="#">Click to enter text</a>                                                                                           |
|                                            | Address of lead insurer:                                                                                                                                                                                                                                                           | <a href="#">Click to enter text</a>                                                                                           |
|                                            | The Nominal Deductibles are:                                                                                                                                                                                                                                                       |                                                                                                                               |
|                                            | • For damage arising out of the Contract Works:                                                                                                                                                                                                                                    | <a href="#">Click to enter text</a>                                                                                           |
|                                            | • For other claims:                                                                                                                                                                                                                                                                | <a href="#">Click to enter text</a>                                                                                           |
|                                            | • For natural perils:                                                                                                                                                                                                                                                              | <a href="#">Click to enter text</a>                                                                                           |
| <b>8.8.2(a)</b>                            | The existing structures are:                                                                                                                                                                                                                                                       | <a href="#">Click to enter text</a>                                                                                           |
|                                            | • The replacement value to be insured is:                                                                                                                                                                                                                                          | (\$) <a href="#">Click to enter amount</a>                                                                                    |
|                                            | • The lead insurer is:                                                                                                                                                                                                                                                             | <a href="#">Click to enter text</a>                                                                                           |
|                                            | • Address of lead insurer:                                                                                                                                                                                                                                                         | <a href="#">Click to enter text</a>                                                                                           |

| Clause<br><i>in General<br/>Conditions</i>               | Title and subject matter                                                                                                | Specific condition data<br><i>(Expand cells if required or add a reference to further<br/>detail provided in Schedule 2.)</i> |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|                                                          | The Nominal Deductibles are:                                                                                            |                                                                                                                               |
|                                                          | • For damage arising out of the Contract Works:                                                                         | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | • For other claims:                                                                                                     | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | • For natural perils:                                                                                                   | <a href="#">Click to enter text</a>                                                                                           |
| <b>8.8.2(b)</b>                                          | Other structures in the vicinity are:                                                                                   | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | • The replacement value to be insured is:                                                                               | (\$) <a href="#">Click to enter amount</a>                                                                                    |
|                                                          | • The lead insurer is:                                                                                                  | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | • Address of lead insurer:                                                                                              | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | The Nominal Deductibles are:                                                                                            |                                                                                                                               |
|                                                          | • For damage arising out of the Contract Works:                                                                         | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | • For other claims:                                                                                                     | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | • For natural perils:                                                                                                   | <a href="#">Click to enter text</a>                                                                                           |
| <b>8.8.2(c)</b>                                          | Contents insurance:                                                                                                     |                                                                                                                               |
|                                                          | • The replacement value to be insured is:                                                                               | (\$) <a href="#">Click to enter amount</a>                                                                                    |
|                                                          | • The lead insurer is:                                                                                                  | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | • Address of lead insurer:                                                                                              | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | The Nominal Deductibles are:                                                                                            |                                                                                                                               |
|                                                          | • For damage arising out of the Contract Works:                                                                         | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | • For other claims:                                                                                                     | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | • For natural perils:                                                                                                   | <a href="#">Click to enter text</a>                                                                                           |
| <b>8.9 Principal's option to insure public liability</b> |                                                                                                                         |                                                                                                                               |
| <b>8.9.1</b>                                             | Where required (see 8.1 above), the Principal shall effect public liability insurance for an amount not less than:      | (\$) Not Required                                                                                                             |
|                                                          | The lead insurer is:                                                                                                    | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | Address of lead insurer:                                                                                                | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | The Nominal Deductible is:                                                                                              | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | In accordance with 8.7.2:                                                                                               |                                                                                                                               |
|                                                          | • the policy wording title is:                                                                                          | <a href="#">Click to enter text</a>                                                                                           |
|                                                          | • extraordinary exclusions, conditions, warranties, or endorsements to the policy are:                                  | <a href="#">Click to enter text</a>                                                                                           |
| <b>8.9.2</b>                                             | Such public liability insurance may include sub-limits for:<br><i>(specify as applicable or state 'not applicable')</i> |                                                                                                                               |
|                                                          | • Liability arising out of vibration, weakening or removal of support:                                                  | (\$) <a href="#">Click to enter amount</a>                                                                                    |
|                                                          | • Liability under the Forest and Rural Fires Act 1977:                                                                  | (\$) <a href="#">Click to enter amount</a>                                                                                    |



| <b>Clause</b><br><i>in General Conditions</i> | <b>Title and subject matter</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Specific condition data</b><br><i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i>                                                                                                                                                                                                   |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>9</b>                                      | <b>VARIATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                    |
| <b>9.3</b>                                    | <b>Valuation of Variations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                    |
| <b>9.3.9</b>                                  | For On-site Overheads:<br><br>(a) The prices and rates in the Schedule of Prices are inclusive of full allowance for On-site Overheads;<br><br>(b) The prices and rates in the Schedule of Prices are exclusive of On-site Overheads and the allowance for On-site Overheads to be added in accordance with 9.3.9 is:<br><br>(i) Agreed percentage:<br><br>(ii) As nominated in the Schedule of Prices;<br><br>(iii) As nominated in the Contractor's tender;<br><br>(iv) A reasonable percentage.                                                  | (select one to apply, (a) or (b))<br><br><input checked="" type="checkbox"/><br><br><input type="checkbox"/> (select one to apply, (i), (ii), (iii), or (iv))<br><br><input type="checkbox"/> Not Required (%)<br><br><input type="checkbox"/><br><br><input type="checkbox"/><br><br><input type="checkbox"/>                     |
| <b>9.3.10</b>                                 | For Off-site Overheads and Profit:<br><br>(a) The prices and rates in the Schedule of Prices are inclusive of full allowance for Off-site Overheads and Profit;<br><br>(b) The prices and rates in the Schedule of Prices are exclusive of Off-site Overheads and Profit and the allowance for Off-site Overheads and Profit to be added in accordance with 9.3.10 is:<br><br>(i) Agreed percentage:<br><br>(ii) As nominated in the Schedule of Prices;<br><br>(iii) As nominated in the Contractor's tender;<br><br>(iv) A reasonable percentage. | (select one to apply, (a) or (b))<br><br><input checked="" type="checkbox"/><br><br><input type="checkbox"/> (select one to apply, (i), (ii), (iii), or (iv))<br><br><input type="checkbox"/> <a href="#">Click to enter %</a> (%)<br><br><input type="checkbox"/><br><br><input type="checkbox"/><br><br><input type="checkbox"/> |
| <b>9.3.11</b>                                 | For time-related Cost, the Working Day rate in compensation for time-related On-site Overheads and Off-site Overheads and Profit in relation to an extension of time to be applied in accordance with 9.3.11 is:<br><br>(a) Agreed rate per Working Day:<br><br>(b) As nominated in the Schedule of Prices;<br><br>(c) As nominated in the Contractor's tender;<br><br>(d) Reasonable compensation.                                                                                                                                                 | (select one to apply, (a), (b), (c), or (d))<br><br><input type="checkbox"/> (\$) <a href="#">Click to enter amount</a><br><br><input checked="" type="checkbox"/><br><br><input type="checkbox"/><br><br><input type="checkbox"/>                                                                                                 |

| Clause<br><i>in General<br/>Conditions</i>   | Title and subject matter                                                                | Specific condition data<br><i>(Expand cells if required or add a reference to further<br/>detail provided in Schedule 2.)</i> |
|----------------------------------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>9.3.15</b>                                | For processing of Variations, the percentage to be paid in accordance with 9.3.15 is:   | <i>(select one to apply, (a), (b), (c), or (d))</i>                                                                           |
|                                              | (a) Agreed percentage:                                                                  | <input type="checkbox"/> <a href="#">Click to enter %</a> (%)                                                                 |
|                                              | (b) As nominated in the Schedule of Prices;                                             | <input type="checkbox"/>                                                                                                      |
|                                              | (c) As nominated in the Contractor's Tender;                                            | <input type="checkbox"/>                                                                                                      |
|                                              | (d) The reasonable Cost of processing Variations.                                       | <input checked="" type="checkbox"/>                                                                                           |
| <b>10. TIME FOR COMPLETION</b>               |                                                                                         |                                                                                                                               |
| <b>10.2 Due Date for Completion</b>          |                                                                                         |                                                                                                                               |
| <b>10.2.1</b>                                | The periods to be used for calculating the Due Date for Completion are:                 |                                                                                                                               |
|                                              | (a) For the Contract Works:                                                             | 130 <i>(Working Days)</i>                                                                                                     |
|                                              | (b) For any Separable Portions:                                                         | <i>(Working Days)</i>                                                                                                         |
| <b>10.4 Practical Completion Certificate</b> |                                                                                         |                                                                                                                               |
| <b>10.4.5</b>                                | Prior to issue of the Practical Completion Certificate:                                 | <i>(Select one to apply, (a), (b), or (c))</i>                                                                                |
|                                              | (a) Producer Statements in the form of Schedule 6 are required;                         | <input checked="" type="checkbox"/>                                                                                           |
|                                              | (b) Producer Statements as set out in the following parts of the Contract are required: | <input type="checkbox"/>                                                                                                      |
|                                              | (c) Producer Statements are not required.                                               | <input type="checkbox"/>                                                                                                      |
| <b>10.5 Damages for late completion</b>      |                                                                                         |                                                                                                                               |
| <b>10.5.1</b>                                | Liquidated damages shall be applied as follows:                                         |                                                                                                                               |
|                                              | • In respect of the Contract Works:                                                     | \$500 <i>(\$ per Working Day)</i>                                                                                             |
|                                              | • In respect of any Separable Portion(s):                                               | \$500 <i>(\$ per Working Day for each Separable Portion)</i><br><a href="#">Click to enter details</a>                        |
| <b>10.6 Bonus for early completion</b>       |                                                                                         |                                                                                                                               |
| <b>10.6.1</b>                                | Is a bonus to be payable?                                                               | No                                                                                                                            |
|                                              | • If yes, the bonus for the Contract Works is:                                          | <a href="#">Click to enter amount</a> <i>(\$ per Working Day)</i>                                                             |
|                                              | • If yes, bonuses for any Separable Portions are:                                       | <a href="#">Click to enter amount</a> <i>(\$ per Working Day)</i>                                                             |
| <b>11. DEFECTS LIABILITY</b>                 |                                                                                         |                                                                                                                               |
| <b>11.1 Defects Notification Period</b>      |                                                                                         |                                                                                                                               |
|                                              | The Defects Notification Period shall be:<br>(3 Months unless otherwise stated)         |                                                                                                                               |
|                                              | • For the Contract Works:                                                               | Yes                                                                                                                           |
|                                              | • For any Separable Portions:                                                           | Not Required                                                                                                                  |

| <b>Clause</b><br><i>in General Conditions</i> | <b>Title and subject matter</b>                                                                                                                                  | <b>Specific condition data</b><br><i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i> |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>11.3</b>                                   | <b>Final Completion Certificate</b>                                                                                                                              |                                                                                                                                  |
| <b>11.3.2</b>                                 | Prior to issue of the Final Completion Certificate:                                                                                                              | <i>(select one to apply, (a), (b), or (c))</i>                                                                                   |
|                                               | (a) Producer Statements in the form of Schedule 6 are required;                                                                                                  | <input checked="" type="checkbox"/>                                                                                              |
|                                               | (b) Producer Statements as set out in the following parts of the Contract are required:                                                                          | <input type="checkbox"/>                                                                                                         |
|                                               | (c) Producer Statements are not required.                                                                                                                        | <input type="checkbox"/>                                                                                                         |
| <b>11.5</b>                                   | <b>Warranties</b>                                                                                                                                                |                                                                                                                                  |
| <b>11.5.1</b>                                 |                                                                                                                                                                  | <i>(select one to apply, (a) or (b))</i>                                                                                         |
|                                               | (a) No warranties are required;                                                                                                                                  | <input type="checkbox"/>                                                                                                         |
|                                               | (b) The Contractor shall provide warranties as set out in the Contract for the following items of work:                                                          | <input checked="" type="checkbox"/> Refer Schedule 13                                                                            |
| <b>11.6</b>                                   | <b>Guarantees</b>                                                                                                                                                |                                                                                                                                  |
| <b>11.6.1, 11.6.2</b>                         |                                                                                                                                                                  | <i>(select one to apply, (a) or (b))</i>                                                                                         |
|                                               | (a) No guarantees are required;                                                                                                                                  | <input checked="" type="checkbox"/>                                                                                              |
|                                               | (b) The Contractor shall provide guarantees in the following form:                                                                                               | <input type="checkbox"/>                                                                                                         |
| <b>12.</b>                                    | <b>PAYMENTS</b>                                                                                                                                                  |                                                                                                                                  |
| <b>12.1</b>                                   | <b>Contractor's payment claims</b>                                                                                                                               |                                                                                                                                  |
| <b>12.1.3(b) (iii)</b>                        | <b>Advances for Materials delivered to the Site</b>                                                                                                              | <i>(select one to apply, (a) or (b))</i>                                                                                         |
|                                               | (a) Advances for Materials delivered to the Site but which have yet to be incorporated in the Contract Works shall not be made;                                  | <input checked="" type="checkbox"/>                                                                                              |
|                                               | (b) Advances for Materials delivered to the Site but which have yet to be incorporated in the Contract Works shall be made, subject to the following conditions: | <input type="checkbox"/> Not Required                                                                                            |
| <b>12.1.3(b) (iv)</b>                         | <b>Advances for Temporary Works or Plant</b>                                                                                                                     | <i>(select one to apply, (a) or (b))</i>                                                                                         |
|                                               | (a) Advances for Temporary Works or Plant shall not be made;                                                                                                     | <input checked="" type="checkbox"/>                                                                                              |
|                                               | (b) Advances for Temporary Works or Plant shall be made, subject to the following conditions:                                                                    | <input type="checkbox"/> Not Required                                                                                            |
| <b>12.1.3(b) (iv)</b>                         | <b>Advances for Materials not yet on Site</b>                                                                                                                    | <i>(select one to apply, (a) or (b))</i>                                                                                         |
|                                               | (a) Advances for Materials not on Site shall not be made;                                                                                                        | <input checked="" type="checkbox"/>                                                                                              |
|                                               | (b) Advances for Materials not yet on Site shall be made, subject to the following conditions:                                                                   | <input type="checkbox"/> Not Required                                                                                            |

| Clause<br><i>in General<br/>Conditions</i> | Title and subject matter                                                                                                                                                                                                                                                                                                                                                                        | Specific condition data<br><i>(Expand cells if required or add a reference to further<br/>detail provided in Schedule 2.)</i> |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>12.3</b>                                | <b>Retention monies</b>                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                               |
| <b>12.3.1,</b><br><b>12.3.2</b>            | The percentage to be retained from each progress payment and the limit of the total sums retained shall be in accordance with the following:                                                                                                                                                                                                                                                    | <i>(select one to apply, (a) or (b))</i>                                                                                      |
|                                            | (a) For the Contract Works, a total retention of: <ul style="list-style-type: none"> <li>• 10% on the first \$200,000, and</li> <li>• 5% on the next \$800,000, and</li> <li>• 1.75% on amounts in excess of \$1,000,000, and</li> <li>• With a maximum total retention when aggregated of \$200,000, and</li> <li>• With a defects liability retention of half the total retention.</li> </ul> | <input checked="" type="checkbox"/>                                                                                           |
|                                            | (b) The retention scale in the right hand column:                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>                                                                                                      |
| <b>12.3.3</b>                              | <b>Bond in lieu of retention</b>                                                                                                                                                                                                                                                                                                                                                                | <i>(select one to apply, (a) or (b))</i>                                                                                      |
|                                            | (a) The Contractor may provide a bond in lieu of retentions;                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>                                                                                                      |
|                                            | (b) The Contractor may not provide a bond in lieu of retentions.                                                                                                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/>                                                                                           |
| <b>12.8</b>                                | <b>Cost fluctuations</b>                                                                                                                                                                                                                                                                                                                                                                        | <i>(select one to apply, (a), (b), or (c))</i>                                                                                |
|                                            | (a) Cost fluctuations shall not be paid;                                                                                                                                                                                                                                                                                                                                                        | <input checked="" type="checkbox"/>                                                                                           |
|                                            | (b) Cost fluctuations shall be paid in accordance with Appendix A;                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>                                                                                                      |
|                                            | (c) Cost fluctuations shall be paid in accordance with the method described in:                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> <a href="#">Click to add reference</a>                                                               |
| <b>12.13</b>                               | <b>Goods and services tax</b>                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                               |
| <b>12.13.2</b>                             | Payment Schedules provided by the Engineer:                                                                                                                                                                                                                                                                                                                                                     | <i>(select one to apply, (a) or (b))</i>                                                                                      |
|                                            | (a) Shall not be in the form of a tax invoice;                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/>                                                                                                      |
|                                            | (b) Shall be in the form of a buyer created tax invoice and the parties agree not to issue any other tax invoice for items covered by the Payment Schedule.                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/>                                                                                           |
| <b>13.</b>                                 | <b>DISPUTES</b>                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                               |
| <b>13.4</b>                                | <b>Arbitration</b>                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                               |
| <b>13.4.3</b>                              | If required, the arbitrator shall be nominated by the following Person:                                                                                                                                                                                                                                                                                                                         | Engineer to Contract                                                                                                          |

| <b>Clause</b><br><i>in General<br/>Conditions</i> | <b>Title and subject matter</b>                                    | <b>Specific condition data</b><br><i>(Expand cells if required or add a reference to further detail provided in Schedule 2.)</i> |
|---------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| <b>15.</b>                                        | <b>SERVICE OF NOTICES</b>                                          |                                                                                                                                  |
| <b>15.1.2</b>                                     | For the purpose of service of written notice:                      |                                                                                                                                  |
|                                                   | (a) The address of the Principal is:                               |                                                                                                                                  |
|                                                   | Postal address:                                                    | PO Box 112                                                                                                                       |
|                                                   | Delivery address:                                                  | Main Office<br>Avarua                                                                                                            |
|                                                   | Mark for the attention of:                                         | Project Manager                                                                                                                  |
|                                                   | Email address:                                                     | <a href="mailto:ATimoti@electricity.co.ck">ATimoti@electricity.co.ck</a>                                                         |
|                                                   | Other agreed means of electronic communication and address detail: |                                                                                                                                  |
|                                                   | (b) The address of the Contractor is:                              |                                                                                                                                  |
|                                                   | Postal address:                                                    | <a href="#">Click to enter text</a>                                                                                              |
|                                                   | Delivery address:                                                  | <a href="#">Click to enter text</a>                                                                                              |
|                                                   | Mark for the attention of:                                         | <a href="#">Click to enter text</a>                                                                                              |
|                                                   | Email address:                                                     | <a href="#">Click to enter text</a>                                                                                              |
|                                                   | Other agreed means of electronic communication and address detail: | <a href="#">Click to enter text</a>                                                                                              |
|                                                   | (c) The address of the Engineer is:                                |                                                                                                                                  |
|                                                   | Postal address:                                                    | Level 2, PriceWaterhouseCoopers Building<br>36 Munroe Street<br>Napier 4110<br>New Zealand                                       |
|                                                   | Delivery address:                                                  | <a href="#">Click to enter text</a>                                                                                              |
|                                                   | Mark for the attention of:                                         | Stephen Peters                                                                                                                   |
|                                                   | Email address:                                                     | <a href="mailto:stephen@mcmahon.co.nz">stephen@mcmahon.co.nz</a>                                                                 |
|                                                   | Other agreed means of electronic communication and address detail: | <a href="#">Click to enter text</a>                                                                                              |

**Schedule 2 – Special Conditions of Contract – Other Conditions of Contract**

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*(Include here other Special Conditions that modify the General Conditions.)*

TAU SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT PROJECT (CK171831)

## **SPECIAL CONDITIONS OF CONTRACT**

### **GOVERNING LAW AND APPLICABILITY OF GENERAL CONDITIONS OF CONTRACT – NZ 3916-2013**

1. *Despite anything to the contrary in any other document which comprises this contract, the following provisions take effect.*
2. This contract is one for the provision of goods and services in the Cook Islands. For this reason, the parties agree that their relationship is governed by the laws of the Cook Islands in all respects and not by the laws of New Zealand.
3. Accordingly:
  - a) Clause 1.4.1 of the general conditions is to be treated as reading “*The contract shall be governed by Cook Islands Law*”;
  - b) Should, at any time, under any circumstances, a bond be required in terms of the general conditions of the contract, that bond must be governed by Cook Islands law, and the forms in the schedule to the general conditions are to be treated as amended accordingly.
  - c) The Construction Contracts Act 2002 and the Construction Contracts Regulations 2003 of New Zealand have no application to this contract, so that:
    - all references to that legislation are to be treated as deleted from the general conditions of the contract; and
    - the parties may not avail themselves of “adjudication” nor is any “adjudicator” capable of giving a determination as contemplated by the general terms and conditions of the contract; and, instead
    - if there is a dispute every reference to a “adjudicator’s determination” is to be treated as a reference to a determination made by the Engineer, in the first instance, with the provisions of section 13.2 (Engineer’s review) continuing to have effect in addition to that.
  - d) Every reference to the Arbitration Act 1996 is to be treated as a reference to the Cook Islands Arbitration Act 2014. The place nominated for arbitration is, (unless both parties agree that Rarotonga is a more suitable location) Auckland, New Zealand.
  - e) Every reference to the Cadastral Survey Act 2002 in the general conditions of the Contract is to be treated as a reference to the Cook Islands Act 1915 and every reference to “survey mark” or “Cadastral Survey mark” is to be treated as a reference to a survey mark or peg made by or placed under the authority of the chief surveyor exercising functions contemplated by the Cook Islands Act 1915.
  - f) The Forest and Rural Fires Act 1977 of New Zealand has no application to this contract and every reference to the general conditions of this contract to that legislation is to be treated as of no effect.

- g) The Goods and Services Tax Act 1985 of New Zealand has no application to this contract and every reference in the general conditions of this contract to that legislation is to be treated as a reference to the Value Added Tax Act 1997 of the Cook Islands; all tax invoices are to be provided in a form which is strictly in accordance with the provisions of that legislation.
- h) The Health and Safety in Employment Act 1992 of New Zealand has no application to this contract and every reference in the general conditions of this contract to that legislation is to be treated as a reference to Cook Islands legislation that relates to work and occupational safety from time to time.
- i) The Personal Property Securities Act 1999 of New Zealand has no application to this contract and, accordingly, if agreement is reached for off-site materials, the property interests of the Principal must be secured, if required by the Principal, by an instrument by way of security signed and registered in the manner and form required by Cook Islands law.
- j) All references to the Consumer Price Index compiled by Statistics New Zealand is to be treated as references to the Consumer Price Index maintained by the Statistics Division of the Ministry of Finance and Economic Management of the Cook Islands Government and every reference to the Labour Costs Index compiled by Statistics New Zealand is to be treated as a reference to such index as may be maintained, from time to time, by the Statistics Office of the Ministry of Finance and Economic Management in respect of labour costs in the Cook Islands. Reference to the Producer's Price Index in Appendix A is to be treated as a reference to the index maintained by the Statistics Division that tracks (whether exclusively or not) construction costs in the Cook Islands.
- k) The rate of interest referred to in clause 12.7.4 shall be equal to the mean rate charged by trading banks in the Cook Islands on overdrafts offered to medium sized businesses in the Cook Islands plus two percentage points (i.e. 2%).
- l) References to section 9 of the Property Law Act 2007 of New Zealand are to be read as references to section 5 of the Property Law Act 1952 as in force in the Cook Islands.
- m) References to "New Zealand" in the general terms and conditions of contract when used to contemplate either the place of performance of some action or the place of giving notices of similar action to be undertaken in New Zealand are to be treated as references to the Cook Islands and the general terms and conditions must be read and construed accordingly.
- n) Clause 1.2 Definitions, is to be amended as follows:
  - Remove GST Invoice
  - Insert VAT Invoice – A tax invoice for the purpose of the Cook Islands Value Added Tax Act 1997.
  - All references to GST in the contract to be read as VAT.
- o) Clause 1.4.2 is to be amended to read:
  - All prices and payments made under the Contract shall be in New Zealand currency and payable in Cook Islands. All prices and rates are



stated exclusive of Cook Islands Valued Added Tax, which is to be added and paid where appropriate. The contractor will register (if required) for VAT in the Cook Islands in the ordinary way.

- p) Schedule 9 – Information on Public Liability Insurance  
As an alternative to completing Schedule 9, TAU will accept copies of certificates of currency for public liability clearly stating insurer details, insurance limits, expiry date, policy number and any exclusions to the policy.
- q) Schedules not required under this contract:
  - 3 - Form of Contractor's Performance Bond;
  - 4 - Form of Principle's Bond;
  - 5 - Form of Contractor's Bond in Lieu of Retentions; and
  - 12 - Information on Principle Arranged Construction Insurance.

## Schedule 3 – Form of Contractor's performance bond

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|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| Contract for     | <a href="#">Click to enter text</a>                                 |
| <b>THIS DEED</b> |                                                                     |
| is made on       | <a href="#">Click to enter a date</a>                               |
| <b>BY</b>        | <a href="#">Click to enter text</a>                                 |
| of               | <a href="#">Click to enter text</a> ('the Contractor')              |
| <b>AND</b>       | <a href="#">Click to enter text</a>                                 |
| of               | <a href="#">Click to enter text</a> ('the surety')                  |
|                  | <a href="#">Click to enter text</a> (Address of surety for service) |

### IT IS MADE IN THE FOLLOWING CIRCUMSTANCES:

- A** The Contractor has entered into an agreement with [Click to enter text](#) of [Click to enter text](#) ('the Principal') to carry out and fulfil the obligations imposed on the Contractor ('the Contract').
- B** The Contract requires the Contractor to provide the Principal with security in the form of a bond to ensure performance of the Contractor's obligations under the Contract.
- C** Words and phrases with capital initial letters that are not otherwise defined in this bond shall have the meaning set out in the Contract.

### BY THIS DEED:

- 1. THE** Contractor and surety are jointly and severally held and bound to the Principal in the sum of \$NZ [Click to enter amount](#) and bind themselves, their successors and assigns jointly and severally for the payment of that sum.
- 2. THE** conditions of this bond are that it shall be released if and when:
  - (a) A Practical Completion Certificate has been issued for the Contract Works in accordance with 10.4 of the General Conditions;
  - (b) The surety receives a notice from the Principal releasing the Contractor and surety from this bond; or
  - (c) The surety receives a notice from the Principal confirming that a replacement Contractor's Bond has been received and accepted and releasing the Contractor and surety from this bond.
- 3. EXCEPT** as provided in clause 2 above this bond shall be and remain in full force and effect.
- 4. THE** surety shall not be released from any liability under this bond:
  - (a) By any alteration in the terms of the Contract;
  - (b) By any alteration in the extent or nature of the Contract Works to be completed, delivered, and having defects remedied;
  - (c) By any allowance of time by the Principal or by the Engineer appointed by the Principal under the Contract; or
  - (d) By any forbearance or waiver by the Principal or by the Engineer in respect of any of the Contractor's obligations or in respect of any default on the part of the Contractor.
- 5. THIS** bond shall be governed by New Zealand law.

In witness of which this deed has been executed.

**SIGNED** on behalf of the surety by:

[Click to enter text or paste signature](#)

---

Director

[Click to enter text or paste signature](#)

---

Director

**SIGNED** on behalf of the Contractor by:

[Click to enter text or paste signature](#)

---

Director

[Click to enter text or paste signature](#)

---

Director

NOTE – This bond shall be executed by the Contractor and by the surety in the manner required for execution of a deed. Any of these parties which are a company shall execute the bond by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the bond is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute in the same manner as a company by persons in a comparable position to a company director or otherwise in accordance with section 9 of the Property Law Act 2007. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

## Schedule 4 – Form of Principal's bond

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|                     |                                                                                                        |
|---------------------|--------------------------------------------------------------------------------------------------------|
| <b>Contract for</b> | <a href="#">Click to enter text</a>                                                                    |
| <b>THIS DEED</b>    |                                                                                                        |
| is made on          | <a href="#">Click to enter a date</a>                                                                  |
| <b>BY</b>           | <a href="#">Click to enter text</a>                                                                    |
| of                  | <a href="#">Click to enter text</a> <span style="float: right;">('the Principal')</span>               |
| <b>AND</b>          | <a href="#">Click to enter text</a>                                                                    |
| of                  | <a href="#">Click to enter text</a> <span style="float: right;">('the surety')</span>                  |
|                     | <a href="#">Click to enter text</a> <span style="float: right;">(Address of surety for service)</span> |

### IT IS MADE IN THE FOLLOWING CIRCUMSTANCES

- A** The Principal has entered into an agreement with [Click to enter text](#) of [Click to enter text](#) ('the Contractor') by which the Contractor has agreed to carry out and fulfil the obligations imposed on the Contractor ('the Contract').
- B** The Contract requires the Principal to provide the Contractor with security in the form of a bond to ensure performance of the Principal's obligations under the Contract.
- C** Words and phrases with capital initial letters that are not otherwise defined in this bond shall have the meaning set out in the Contract.

### BY THIS DEED

1. **THE** Principal and surety are jointly and severally held and bound to the Contractor in the sum of \$NZ [Click to enter amount](#) and bind themselves, their successors and assigns jointly and severally for the payment of that sum.
2. **THE** conditions of this bond are that it shall be released if and when:
  - (a) The Principal has paid to the Contractor the Contract Price and any other monies payable to the Contractor under the Contract; or
  - (b) The surety receives a notice from the Contractor releasing the Principal and the surety from this bond.
3. **EXCEPT** as provided in clause 2 above this bond shall be and remain in full force and effect.
4. **THE** surety shall not be released from any liability under this bond:
  - (a) By any alteration in the terms of the Contract;
  - (b) By any alteration in the extent or nature of the Contract Works to be completed, delivered, and having defects remedied;
  - (c) By any allowance of time by the Contractor; or
  - (d) By any forbearance or waiver by the Contractor in respect of any of the Principal's obligations or in respect of any default on the part of the Principal.
5. **THIS** bond shall be governed by New Zealand law.

In witness of which this deed has been executed.

**SIGNED** on behalf of the surety by:

[Click to enter text or paste signature](#)

---

Director

[Click to enter text or paste signature](#)

---

Director

**SIGNED** on behalf of the Principal by:

[Click to enter text or paste signature](#)

---

Director

[Click to enter text or paste signature](#)

---

Director

NOTE – This bond shall be executed by the Principal and by the surety in the manner required for execution of a deed. Any of these parties which are a company shall execute by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the bond is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute in the same manner as a company by persons in a comparable position to a company director or otherwise in accordance with section 9 of The Property Law Act 2007. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

## Schedule 5 – Form of Contractor's bond in lieu of retentions

|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| Contract for     | <a href="#">Click to enter text</a>                                 |
| <b>THIS DEED</b> |                                                                     |
| is made on       | <a href="#">Click to enter a date</a>                               |
| <b>BY</b>        | <a href="#">Click to enter text</a>                                 |
| of               | <a href="#">Click to enter text</a> ('the Contractor')              |
| <b>AND</b>       | <a href="#">Click to enter text</a>                                 |
| of               | <a href="#">Click to enter text</a> ('the surety')                  |
|                  | <a href="#">Click to enter text</a> (Address of surety for service) |

### IT IS MADE IN THE FOLLOWING CIRCUMSTANCES

- A** The Contractor has entered into an agreement with [Click to enter text](#) of [Click to enter text](#) ('the Principal') to carry out and fulfil the obligations imposed on the Contractor ('the Contract').
- B** The Contractor has agreed to provide the Principal with security in the form of a bond in lieu of retentions additional to any other bond required under the Contract.
- C** Words and phrases with capital initial letters that are not otherwise defined in this bond shall have the meaning set out in the Contract.

### BY THIS DEED

- 1.** **THE** Contractor and surety are jointly and severally held and bound to the Principal in the sum of \$NZ [Click to enter amount](#) and bind themselves, their successors and assigns jointly and severally for the payment of that sum.
- 2.** **THE** conditions of this bond are that it shall be released if and when:
  - (a) The Final Completion Certificate has been issued for the Contract Works in accordance with 11.3 of the General Conditions; or
  - (b) The surety receives a notice from the Principal releasing the Contractor and the surety from this bond.
- 3.** **EXCEPT** as provided in clause 2 above this bond shall be and remain in full force and effect.
- 4.** **THE** surety shall not be released from any liability under this bond:
  - (a) By any alteration in the terms of the Contract;
  - (b) By any alteration in the extent or nature of the Contract Works to be completed, delivered, and having defects remedied;
  - (c) By any allowance of time by the Principal or by the Engineer appointed by the Principal under the Contract; or
  - (d) By any forbearance or waiver by the Principal or by the Engineer in respect of any of the Contractor's obligations or in respect of any default on the part of the Contractor.
- 5.** **THIS** bond shall be governed by New Zealand law.

In witness of which this deed has been executed.

**SIGNED** on behalf of the surety by:

[Click to enter text or paste signature](#)

---

Director

[Click to enter text or paste signature](#)

---

Director

**SIGNED** on behalf of the Contractor by:

[Click to enter text or paste signature](#)

---

Director

[Click to enter text or paste signature](#)

---

Director

NOTE – This bond shall be executed by the Contractor and by the surety in the manner required for execution of a deed. Any of these parties which are a company shall execute the bond by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the bond is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute in the same manner as a company by persons in a comparable position to a company director or otherwise in accordance with section 9 of the Property Law Act 2007. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

Schedule 6 – Form of Producer Statement – Construction

|               |                                                               |                                 |
|---------------|---------------------------------------------------------------|---------------------------------|
| ISSUED BY     | <a href="#">Click to enter text</a>                           | (Contractor)                    |
| TO            | TAU                                                           | (Principal)                     |
| IN RESPECT OF | TAU SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT PROJECT (CK171831) | (Description of Contract Works) |
| AT            | Avatiu Valley Power Station, Rarotonga                        | (Address)                       |

[Click to enter the Contractor](#) (Contractor) has contracted to TAU (Principal) to carry out and complete certain building works in accordance with a Contract titled TAU Switchroom 1HV Switchgear Replacement Project ('the Contract')

I [Click to enter name](#) (Duly Authorised Agent) a duly authorised representative of [Click to enter text](#) (Contractor) believe on reasonable grounds that [Click to enter text](#) (Contractor) has carried out and completed:

- ☐ All
- ☐ Part only as specified in the attached particulars of the contract works in accordance with the Contract  
[Click to enter details of attached particulars](#)

[Click to enter text or paste signature](#)

(Signature of Authorised Agent on behalf of)

[Click to enter text](#)

(Contractor)

[Click to enter text](#)

(Address)

Date [Click to enter a date](#)



## Schedule 7 – Information on Contractor arranged construction insurance

### To whom it may concern:

From [Click to enter text](#) (Name of insurance company)  
[Click to enter text](#) (Branch)  
[Click to enter text](#) (Address)

We confirm having effected construction insurance for:

[Click to enter text](#) (The Contractor)  
**TAU** (The Principal)  
 In respect of **TAU SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT PROJECT (CK171831)** (Project title)  
 Policy wording title is [Click to enter text](#)

The following provisions apply:

- ☐ Project specific policy  
☐ Annual run-off policy  
☐ Annual cut-off policy

We advise that special terms, copy attached, have been applied to this policy

[Select yes or no](#)

### 8.1.6

The following forces of nature are insured:

- |                                                |                                              |                                            |
|------------------------------------------------|----------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> landslip              | <input type="checkbox"/> earthquake          | <input type="checkbox"/> tsunami           |
| <input type="checkbox"/> tornado               | <input type="checkbox"/> cyclone             | <input type="checkbox"/> storm             |
| <input type="checkbox"/> flood                 | <input type="checkbox"/> lightning strike    | <input type="checkbox"/> volcanic activity |
| <input type="checkbox"/> hydrothermal activity | <input type="checkbox"/> geothermal activity |                                            |

### 8.3.3

The sums insured are (GST exclusive):

|                                                        |    |                                       |
|--------------------------------------------------------|----|---------------------------------------|
| Contract Price                                         | \$ | <a href="#">Click to enter amount</a> |
| (a) Costs of demolition                                | \$ | <a href="#">Click to enter amount</a> |
| (b) Professional fees                                  | \$ | <a href="#">Click to enter amount</a> |
| (c) Value of items supplied free to be incorporated    | \$ | <a href="#">Click to enter amount</a> |
| (d) An allowance for an increase in construction costs | \$ | <a href="#">Click to enter amount</a> |
| (e) An allowance for increased reconstruction costs    | \$ | <a href="#">Click to enter amount</a> |
| <b>TOTAL SUM INSURED</b>                               | \$ | <a href="#">Click to enter amount</a> |

|                                                                                                       |    |                                       |
|-------------------------------------------------------------------------------------------------------|----|---------------------------------------|
| The policy deductibles are (GST inclusive):                                                           | \$ | <a href="#">Click to enter amount</a> |
| Non-earthquake                                                                                        | \$ | <a href="#">Click to enter amount</a> |
| Natural disaster <a href="#">Click to enter %</a> % of <a href="#">Click to enter text</a> minimum of | \$ | <a href="#">Click to enter amount</a> |
| Other (name) <a href="#">Click to enter text</a>                                                      | \$ | <a href="#">Click to enter amount</a> |

### 8.2.3(a)

|                              |                                       |                                       |    |                                       |
|------------------------------|---------------------------------------|---------------------------------------|----|---------------------------------------|
| Construction period          | from                                  | <a href="#">Click to enter a date</a> | to | <a href="#">Click to enter a date</a> |
| Insurance maintenance period | <a href="#">Click to enter text</a>   |                                       |    |                                       |
| Policy expiry date           | <a href="#">Click to enter a date</a> |                                       |    |                                       |

Policy cover terms included are:

|              |                                                                             |                                  |
|--------------|-----------------------------------------------------------------------------|----------------------------------|
| <b>8.2.2</b> | Discretionary cancellation clause                                           | <a href="#">Select yes or no</a> |
| <b>8.2.3</b> | Reinstatement provision on building and contents                            | <a href="#">Select yes or no</a> |
| <b>8.2.3</b> | Severally insured                                                           | <a href="#">Select yes or no</a> |
|              | No settlement delay due to exercise of subrogation                          | <a href="#">Select yes or no</a> |
| <b>8.2.4</b> | Void <i>ab initio</i> for non-payment of premium without prior notification | <a href="#">Select yes or no</a> |

Policy extensions included are:

| Policy extensions included are: |                                                                        | Sub-limit (if applicable)                |
|---------------------------------|------------------------------------------------------------------------|------------------------------------------|
| <b>8.3.1</b>                    | Transit (in New Zealand) <a href="#">Select yes or no</a>              | \$ <a href="#">Click to enter amount</a> |
| <b>8.3.1</b>                    | Materials in storage (in New Zealand) <a href="#">Select yes or no</a> | \$ <a href="#">Click to enter amount</a> |
|                                 | Testing and commissioning <a href="#">Select yes or no</a>             | \$ <a href="#">Click to enter amount</a> |
|                                 | Expediting expenses <a href="#">Select yes or no</a>                   | \$ <a href="#">Click to enter amount</a> |
|                                 | Overseas airfreight <a href="#">Select yes or no</a>                   | \$ <a href="#">Click to enter amount</a> |

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3916:2013.

|                                                                    |                                                   |
|--------------------------------------------------------------------|---------------------------------------------------|
| <b>Insurance Company Stamp</b> <a href="#">Click to enter text</a> | <b>Date</b> <a href="#">Click to enter a date</a> |
| <i>(Or name of insurance broking company confirming cover)</i>     |                                                   |

**SIGNED BY** [Click to enter text or paste signature](#)

**SIGNATORY TITLE** [Click to enter text](#)

*(Clause numbers refer to NZS 3916:2013 and are for information only.)*

## Schedule 8 – Information on Contractor arranged Plant insurance

### To whom it may concern:

From [Click to enter text](#) (Name of insurance company)  
[Click to enter text](#) (Branch)  
[Click to enter text](#) (Address)

We confirm having effected Plant insurance for:

[Click to enter text](#) (The Contractor)  
In respect of **TAU SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT PROJECT (CK171831)** (Project title)  
Policy wording title is [Click to enter text](#)

We advise that special terms, copy attached, have been applied to this policy [Select yes or no](#)

The following provisions apply:

- ☐ Annual policy  
☐ Project specific policy

Policy expiry date [Click to enter a date](#)

### 8.4

The sums insured are (GST exclusive):

- ☐ All items of Plant Sum insured \$ [Click to enter amount](#)  
OR  
☐ Valued schedule of construction Plant insured (copy attached)

The policy deductible (GST inclusive) is: \$ [Click to enter amount](#)

Policy cover terms included are:

- 8.2.2** Discretionary cancellation clause [Select yes or no](#)  
**8.2.3(a)** Reinstatement provision [Select yes or no](#)  
**8.2.4** Void *ab initio* for non-payment of premium without prior notification [Select yes or no](#)  
No settlement delay due to exercise of subrogation [Select yes or no](#)

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3916:2013.

**Insurance Company Stamp** [Click to enter text](#)

*(Or name of insurance broking company confirming cover)*

**Date** [Click to enter a date](#)

**SIGNED BY** [Click to enter text or paste signature](#)

**SIGNATORY TITLE** [Click to enter text](#)

*(Clause numbers refer to NZS 3916:2013 and are for information only.)*

## Schedule 9 – Information on public liability insurance

### To whom it may concern:

From [Click to enter text](#) (Name of insurance company)  
[Click to enter text](#) (Branch)  
[Click to enter text](#) (Address)

We confirm having effected public liability insurance to indemnify the Principal and the Contractor against legal liability to third parties for damage, loss or injury caused by an act or omission of the Contractor arising out of the performance of the Contract Works.

[Click to enter text](#) (The Contractor)  
[Click to enter text](#) (The Principal)  
 In respect of [Click to enter text](#) (Project title)  
 Policy wording title is [Click to enter text](#)

We advise that special terms, copy attached, have been specifically applied to this project [Select yes or no](#)

The following provisions apply:

- ☐ Annual policy  
☐ Project specific policy

Policy expiry date [Click to enter a date](#)

### 8.5, 8.9

|                                                                            |                                          |
|----------------------------------------------------------------------------|------------------------------------------|
| The limit of indemnity (GST exclusive)                                     | \$ <a href="#">Click to enter amount</a> |
| Sub-limit insured for (GST exclusive)                                      |                                          |
| Vibration, removal, or weakening of support                                | \$ <a href="#">Click to enter amount</a> |
| Forest and Rural Fires Act 1977                                            | \$ <a href="#">Click to enter amount</a> |
| Underground services                                                       | \$ <a href="#">Click to enter amount</a> |
| Deductible (GST inclusive) is                                              | \$ <a href="#">Click to enter amount</a> |
| Deductible for vibration, removal, or weakening of support (GST inclusive) | \$ <a href="#">Click to enter amount</a> |
| Deductible for underground services (GST inclusive)                        | \$ <a href="#">Click to enter amount</a> |

The policy also covers liability arising out of:

|                                                                       |                                  |
|-----------------------------------------------------------------------|----------------------------------|
| The ownership/use of Plant not required to be registered for road use | <a href="#">Select yes or no</a> |
| The use of hired Plant                                                | <a href="#">Select yes or no</a> |
| The ownership/use of watercraft over 8 m                              | <a href="#">Select yes or no</a> |
| The ownership/use of aircraft                                         | <a href="#">Select yes or no</a> |
| The use of explosives                                                 | <a href="#">Select yes or no</a> |

## 8.2, 8.7

Policy cover terms included are:

|                                                                             |                                       |
|-----------------------------------------------------------------------------|---------------------------------------|
| Reinstatement provisions                                                    | <a href="#">Select yes or no</a>      |
| Number of reinstatements                                                    | <a href="#">Click to enter number</a> |
| Discretionary cancellation clause                                           | <a href="#">Select yes or no</a>      |
| Void <i>ab initio</i> for non-payment of premium without prior notification | <a href="#">Select yes or no</a>      |
| Severally insured                                                           | <a href="#">Select yes or no</a>      |
| No settlement delay due to exercise of subrogation                          | <a href="#">Select yes or no</a>      |

We undertake that this policy will not be cancelled or amended by us without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3916:2013.

**Insurance Company Stamp** [Click to enter text](#)

**Date** [Click to enter a date](#)

*(Or name of insurance broking company confirming cover)*

**SIGNED BY** [Click to enter text or paste signature](#)

**SIGNATORY TITLE** [Click to enter text](#)

*(Clause numbers refer to NZS 3916:2013 and are for information only.)*

## Schedule 10 – Information on Contractor arranged motor vehicle insurance

### To whom it may concern:

|      |                                     |                             |
|------|-------------------------------------|-----------------------------|
| From | <a href="#">Click to enter text</a> | (Name of insurance company) |
|      | <a href="#">Click to enter text</a> | (Branch)                    |
|      | <a href="#">Click to enter text</a> | (Address)                   |

We confirm having effected motor fleet insurance for

|                                     |                                                     |
|-------------------------------------|-----------------------------------------------------|
| <a href="#">Click to enter text</a> | (The Contractor)                                    |
| In respect of                       | <a href="#">Click to enter text</a> (Project title) |
| Policy wording title is             | <a href="#">Click to enter text</a>                 |

We advise that special terms, copy attached, have been applied to this policy [Select yes or no](#)

The following provisions apply:

- ☒ Annual policy
- ☐ Project specific policy

Policy expiry date [Click to enter a date](#)

### 8.5.2

The limits of liability are (GST exclusive):

|                                                      |                                          |
|------------------------------------------------------|------------------------------------------|
| Section 2 – Liability                                | \$ <a href="#">Click to enter amount</a> |
| For any one occurrence arising out of the same event |                                          |

The policy deductibles are:

|                                       |                                          |
|---------------------------------------|------------------------------------------|
| Section 2 – Liability (GST inclusive) | \$ <a href="#">Click to enter amount</a> |
| Plus under age penalties              |                                          |

### 8.2

Policy cover terms included are:

|                                                                             |                                  |
|-----------------------------------------------------------------------------|----------------------------------|
| Section 2 Liability automatic reinstatement                                 | <a href="#">Select yes or no</a> |
| Discretionary cancellation clause                                           | <a href="#">Select yes or no</a> |
| Void <i>ab initio</i> for non-payment of premium without prior notification | <a href="#">Select yes or no</a> |
| No settlement delay due to exercise of subrogation                          | <a href="#">Select yes or no</a> |

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3916:2013.

**Insurance Company Stamp**

[Click to enter text](#)

**Date** [Click to enter a date](#)

(Or name of insurance broking company confirming cover)

**SIGNED BY**

[Click to enter text or paste signature](#)

**SIGNATORY TITLE**

[Click to enter text](#)

(Clause numbers refer to NZS 3916:2013 and are for information only.)



## Schedule 11 – Information on Contractor arranged professional indemnity insurance

### To whom it may concern:

From [Click to enter text](#) (Name of insurance company)  
[Click to enter text](#) (Branch)  
[Click to enter text](#) (Address)

We confirm having effected professional indemnity insurance for:

[Click to enter text](#) (The Contractor)  
In respect of [Click to enter text](#) (Project title)  
Policy wording title is [Click to enter text](#)

We advise that special terms, copy attached, have been applied to this policy [Select yes or no](#)

The following provisions apply:

- ☐ Annual policy  
☐ Project specific policy

Policy expiry date [Click to enter a date](#)

#### 8.6.1

The limit of indemnity (GST exclusive) \$ [Click to enter amount](#) any one occurrence  
\$ [Click to enter amount](#) in the aggregate during the period of insurance.  
Deductible (GST inclusive) \$ [Click to enter amount](#)

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of the policy. We do not warrant that this policy complies with the requirements of NZS 3916:2013.

Insurance Company Stamp [Click to enter text](#)

Date [Click to enter a date](#)

(Or name of insurance broking company confirming cover)

SIGNED BY [Click to enter text or paste signature](#)

SIGNATORY TITLE [Click to enter text](#)

(Clause numbers refer to NZS 3916:2013 and are for information only.)

## Schedule 12 – Information on Principal arranged construction insurance

### To whom it may concern:

From [Click to enter text](#) (Name of insurance company)  
[Click to enter text](#) (Branch)  
[Click to enter text](#) (Address)

We confirm having effected insurance for:

[Click to enter text](#) (The Principal)  
[Click to enter text](#) (Covering property at)  
[Click to enter text](#) (Class of insurance)  
In respect of [Click to enter text](#) (Project title)  
Policy wording title is [Click to enter text](#)

We advise that special terms, copy attached, have been applied to this policy [Select yes or no](#)

The following provisions apply:

- ☐ Material damage/construction project specific policy
- ☐ Annual run-off policy
- ☐ Annual cut-off policy

Policy expiry date [Click to enter a date](#)

### 8.1.6

The following forces of nature are insured:

- |                                                |                                              |                                            |
|------------------------------------------------|----------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> landslip              | <input type="checkbox"/> earthquake          | <input type="checkbox"/> tsunami           |
| <input type="checkbox"/> tornado               | <input type="checkbox"/> cyclone             | <input type="checkbox"/> storm             |
| <input type="checkbox"/> flood                 | <input type="checkbox"/> lightning strike    | <input type="checkbox"/> volcanic activity |
| <input type="checkbox"/> hydrothermal activity | <input type="checkbox"/> geothermal activity |                                            |

### 8.8.4

Construction period from [Click to enter a date](#) to [Click to enter a date](#)  
Insurance maintenance period [Click to enter text](#)

### 8.8.1

This policy has been endorsed to record as an additional insured:

The Contractor [Select yes or no](#)  
Subcontractors [Select yes or no](#)

The sums insured are (GST exclusive):

|                          |                                                    |    |                                       |
|--------------------------|----------------------------------------------------|----|---------------------------------------|
| <b>8.8.2(a)</b>          | Existing structure                                 | \$ | <a href="#">Click to enter amount</a> |
| <b>8.8.2(b)</b>          | Other structures in the vicinity                   | \$ | <a href="#">Click to enter amount</a> |
| <b>8.8.2(c)</b>          | Contents                                           | \$ | <a href="#">Click to enter amount</a> |
| <b>8.3.3</b>             | Contract Price                                     | \$ | <a href="#">Click to enter amount</a> |
| <b>8.3.3(a)</b>          | Costs of demolition                                | \$ | <a href="#">Click to enter amount</a> |
| <b>8.3.3(b)</b>          | Professional fees                                  | \$ | <a href="#">Click to enter amount</a> |
| <b>8.3.3(c)</b>          | Value of items to be incorporated                  | \$ | <a href="#">Click to enter amount</a> |
| <b>8.3.3(d)</b>          | An allowance for an increase in construction costs | \$ | <a href="#">Click to enter amount</a> |
| <b>8.3.3(e)</b>          | An allowance for increased reconstruction costs    | \$ | <a href="#">Click to enter amount</a> |
| <b>TOTAL SUM INSURED</b> |                                                    | \$ | <a href="#">Click to enter amount</a> |

|              |                                                                                                       |    |                                       |
|--------------|-------------------------------------------------------------------------------------------------------|----|---------------------------------------|
| <b>8.1.4</b> | The policy deductibles are (GST inclusive):                                                           | \$ | <a href="#">Click to enter amount</a> |
|              | Non-earthquake                                                                                        | \$ | <a href="#">Click to enter amount</a> |
|              | Natural disaster <a href="#">Click to enter %</a> % of <a href="#">Click to enter text</a> minimum of | \$ | <a href="#">Click to enter amount</a> |
|              | Other (name) <a href="#">Click to enter text</a>                                                      | \$ | <a href="#">Click to enter amount</a> |

Where more than one policy is involved in insuring all of the above items a separate Schedule 12 shall be completed for each policy.

Policy cover terms included are:

|              |                                                                             |                                  |
|--------------|-----------------------------------------------------------------------------|----------------------------------|
| <b>8.2.2</b> | Discretionary cancellation clause                                           | <a href="#">Select yes or no</a> |
| <b>8.2.3</b> | Reinstatement provision on building and contents                            | <a href="#">Select yes or no</a> |
| <b>8.2.3</b> | Severally insured                                                           | <a href="#">Select yes or no</a> |
|              | No settlement delay due to exercise of subrogation                          | <a href="#">Select yes or no</a> |
| <b>8.2.4</b> | Void <i>ab initio</i> for non-payment of premium without prior notification | <a href="#">Select yes or no</a> |
| <b>8.8.2</b> | Covers damage arising out of the Contract Works                             | <a href="#">Select yes or no</a> |

Policy extensions included are:

|              |                                       |                                  | Sub-limit (if applicable)                |
|--------------|---------------------------------------|----------------------------------|------------------------------------------|
| <b>8.3.1</b> | Transit (in New Zealand)              | <a href="#">Select yes or no</a> | \$ <a href="#">Click to enter amount</a> |
| <b>8.3.1</b> | Materials in storage (in New Zealand) | <a href="#">Select yes or no</a> | \$ <a href="#">Click to enter amount</a> |
|              | Testing and commissioning             | <a href="#">Select yes or no</a> | \$ <a href="#">Click to enter amount</a> |
|              | Expediting expenses                   | <a href="#">Select yes or no</a> | \$ <a href="#">Click to enter amount</a> |
|              | Overseas airfreight                   | <a href="#">Select yes or no</a> | \$ <a href="#">Click to enter amount</a> |
|              | Partial occupation                    | <a href="#">Select yes or no</a> | \$ <a href="#">Click to enter amount</a> |

We undertake that this policy will not be cancelled or amended by us within the period of insurance without written advice to the insured party which has arranged the insurances.

This insurance issued is subject to the terms and conditions of this policy. We do not warrant that this policy complies with the requirements of NZS 3916:2013.

**Insurance Company Stamp** [Click to enter text](#)

*(Or name of insurance broking company confirming cover)*

**Date**

[Click to enter a date](#)

**SIGNED BY**

[Click to enter text or paste signature](#)

**SIGNATORY TITLE**

[Click to enter text](#)

*(Clause numbers refer to NZS 3916:2013 and are for information only.)*

## Schedule 13 – Form of Contractor (or Subcontractor) warranty

### THIS AGREEMENT

|                |                                       |                    |
|----------------|---------------------------------------|--------------------|
| is made on     | <a href="#">Click to enter a date</a> | (insert date)      |
| <b>BETWEEN</b> | <b>Te Aponga Uira</b>                 | (‘the Principal’)  |
| <b>AND</b>     | <a href="#">Click to enter text</a>   | (‘the Contractor’) |
| <b>AND</b>     | <a href="#">Click to enter text</a>   | (‘the Warrantor’)  |

### DEFINITIONS

‘Warranted Works’     **All hardware and software in relation to the Avatiu Valley Power Station  
TAU SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT PROJECT (CK171831)**

‘Warranty Period’     **1 years from the date of Practical Completion of the Contract Works**

### BACKGROUND

- A**     The Principal has entered into a contract (the ‘Contract’) with the Contractor for carrying out the Contract Works. The Warranted Works are part of the Contract Works.
- B**     The Contractor has agreed to arrange for the provision of a warranty in respect of the Warranted Works for the Warranty Period on the terms set out in this warranty.
- C**     The Warrantor has agreed to provide a warranty in respect of the Warranted Works for the Warranty Period on the terms set out in this warranty.

### IT IS HEREBY AGREED

- 1**     The Warrantor warrants to the Principal that the Warranted Works are as required in the Contract. If not otherwise specified the works shall be in accordance with good trade practice.
- 2**     This warranty shall be in addition to and shall not derogate from any manufacturer's warranty or any warranty implied by law or the Defects Notification Period in the Contract, attaching to any part of the Warranted Works.

### **3     Warrantor’s obligations**

#### **3.1**

The Warrantor agrees that, if within the Warranty Period the Warrantor is advised by the Principal in writing of any defect in the Warranted Works for which the Warrantor is liable under the terms of this warranty, the Warrantor will promptly take steps to remedy the defect.

#### **3.2**

Any remedial work which the Warrantor is liable to undertake under this warranty shall be carried out:

- (a) To the standard required by the Contract;
- (b) In a prompt and timely manner;
- (c) Without unnecessary inconvenience to any occupants;
- (d) At the Warrantor’s Cost; and
- (e) Subject to reasonable access being provided to the Warrantor for the purpose of carrying out the remedial work.

### 3.3

Where the Cost of replacement of work and/or Materials is out of all proportion to the consequences of the defect, or where the defect may not be reasonably capable of rectification without substantial expense which is out of all proportion to the Cost of the Warranted Works:

- (a) If the defect is reasonably able to be rectified by repair rather than by replacement, the Warrantor's obligation under this warranty shall be only to repair or otherwise make good the defect;
- (b) The Warrantor may propose reasonable monetary compensation in lieu of remedying the defect; or
- (c) The Warrantor may propose a combination of both repair and compensation.

### 3.4

The Principal shall consider the Warrantor's reasonable proposals and the parties shall endeavour in good faith to reach agreement. Where agreement cannot be reached, the dispute shall be resolved in accordance with clause 7.

## 4 Failure by Warrantor to perform remedial work

### 4.1

If the Warrantor fails to promptly, adequately and satisfactorily carry out the remedial work or to propose acceptable repair or compensation, the Principal may then arrange for the remedial work to be carried out by others.

### 4.2

The Principal shall first give the Warrantor 10 Working Days notice, or such other reasonable time as agreed by the Principal, to carry out and complete the remedial work. If the Warrantor does not do so within that time, the Principal may then advise the Warrantor in writing that the work will be carried out by other Persons.

### 4.3

In such an event, the Warrantor is not released from its obligations under this warranty, which continue in full force and effect, except for the defect remedied by the Principal or by another Person contracted by the Principal.

### 4.4

The reasonable Cost of remedial work carried out by such other Persons including all reasonable Costs of the Principal shall be paid to the Principal by the Warrantor on demand.

## 5 Exclusions

The Principal agrees that the Warrantor is not liable for any defect or damage caused by:

- (a) Wilful act or negligence of the Principal or any Person other than the Warrantor;
- (b) Fire, explosion, earthquake, war, subsidence, slips, faulty materials, or workmanship other than caused by the defect in the Warranted Works;
- (c) Any force of nature which the Warrantor could not have reasonably foreseen;
- (d) Any neglect or unnecessary delay by the Principal in giving notice to the Warrantor of a defect in the Warranted Works becoming apparent;
- (e) Design faults, errors, or discrepancies, unless the Warrantor undertook the design of the part of the Warranted Works that is the subject of the defect;
- (f) Use of the Warranted Works by the Principal or any other Person in any manner or for any purpose not being the intended manner of use or purpose of the Warranted Works;
- (g) Failure by the Principal or other Person to maintain the Warranted Works in accordance with good practice and any manufacturer's stated or recommended instructions or requirements; or
- (h) Fair wear and tear.

## 6 Assignment

The Principal may assign the benefit of this warranty to any Person.

## 7 Disputes

Any dispute between the Principal and the Warrantor arising out of this warranty is to be referred to arbitration before a sole arbitrator. If, within 15 Working Days of notice of dispute, the Principal and the Warrantor cannot agree on a single arbitrator, either party may request the President of the Arbitrators' and Mediators' Institute of New Zealand to appoint an arbitrator.

In witness of which this deed has been executed.

**SIGNED** on behalf of the Contractor by:

[Click to enter text or paste signature](#)

---

Director

**SIGNED** on behalf of the Warrantor by:

[Click to enter text or paste signature](#)

---

Director

[Click to enter text or paste signature](#)

---

Director

**SIGNED** on behalf of the Principal by:

[Click to enter text or paste signature](#)

---

Director

[Click to enter text or paste signature](#)

---

Director

NOTE – The warranty shall be executed by the Warrantor and the Principal in the manner required for execution of a deed. Any of these parties which are a company shall execute the warranty by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the Warranty is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address. Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute by affixing its seal, which shall be attested in the manner provided for in the rules of, or applicable to, the body corporate. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

## Schedule 14 – Agreement for off-site Materials

### THIS AGREEMENT

is dated the [Click to enter day](#) day of [Click to enter month](#) 20 [Click to enter year](#)  
**BETWEEN** **Te Aponga Uira** ('the Principal')  
**AND** [Click to enter text](#) ('the Contractor')  
**AND** [Click to enter text](#) ('the Warrantor')

### INTRODUCTION:

- A** By a contract dated the [Click to enter day](#) day of [Click to enter month](#) 20 [Click to enter year](#) and known as [Click to enter text](#) ('the Contract') made between the Principal and the Contractor, the Contractor agreed to carry out the work and obligations imposed on the Contractor by the Contract ('the Contract Works').
- B** The Contractor and the Subcontractor have entered into a subcontract for the performance of part of the Contract Works and/or the supply of Materials described in Schedule A to this agreement ('the Materials') and intended to be used by the Contractor and/or the Subcontractor in the Contract Works.
- C** The Contractor or the Subcontractor (as nominated in Schedule C) ('the Bailee') proposes to store the Materials at the premises of the Bailee ('the Premises') as identified in Schedule B as bailee for the Principal, for the purpose of storage, fabrication, sub-assembly, or as otherwise required for the Contract Works prior to being delivered to the Site for incorporation into the Contract Works.
- D** The Contractor has requested the Principal to authorise the Engineer to certify payment for the Materials notwithstanding that the Materials have not been delivered to the Site.
- E** The Principal has agreed to authorise the Engineer to certify payment for the Materials, notwithstanding that the Materials have not been delivered to the Site, subject to all the provisions of this agreement having been fulfilled.

### SCHEDULE A

Description of Materials inclusive of work performed on them:

[Click to enter text](#)

### SCHEDULE B

The location in New Zealand at which the Materials will be stored is:

[Click to enter text](#)

### SCHEDULE C

'The Bailee' shall be:

- ☐ The Contractor  
OR  
☐ The Subcontractor



**IT IS AGREED AS FOLLOWS:**

1. **THE** Materials to which this agreement relates are those described in Schedule A to this agreement, all of which Materials are currently on the Premises identified in Schedule B.
2. **THE** Premises identified in Schedule B are in the sole control of the party identified in Schedule C and that party shall act as bailee of the Materials until such time as the Materials are delivered to the Site or taken possession of by the Principal.
3. **THE** undertakings, warranties, covenants, agreements and other obligations of the Contractor or the Subcontractor shall bind and be deemed to have been given or assumed by each of them severally and by both of them jointly.
4. **THE** Contractor and the Subcontractor agree that they will cause the Materials to be set apart at the Premises and be clearly and visibly marked individually or in sets as being the property of the Principal and their destination as being the Site. The method used to mark the Materials and the procedures by which the mark is applied to the Materials shall be as required by the Contract or as otherwise approved by the Principal.
5. **NEITHER** the Contractor nor the Subcontractor will permit, allow, or cause the Materials to be taken away from the Premises, except:
  - (a) For the purpose of being transported to the Site and used in the Contract Works; or
  - (b) That the Principal may at its sole discretion take possession of the Materials for use other than for the Contract Works;provided that:
  - (c) Where the Principal takes possession of any Materials under clause 5(b) above, and the Contractor thereby suffers delay or the Contractor or the Subcontractor incurs additional cost, the taking of possession shall be treated as a Variation under the Contract, unless the taking of possession is pursuant to clauses 14.2.1 or 14.2.2 of the Contract; and
  - (d) Where the Principal takes possession of any Materials under clause 5(b) above, and additional work has been carried out on those Materials since being paid for by the Principal, the Principal shall pay the Contractor for that additional work in accordance with the Contract before taking possession of the Materials.
6. **THE** Engineer, upon being satisfied that the Materials have been set apart and marked as required by this agreement, and upon the Contractor providing satisfactory evidence that the requirements of clauses 12 and 20 below have been fully satisfied, shall include in any Payment Schedule issued by the Engineer under the Contract a sum representing the reasonable value of such Materials calculated in accordance with the Contract.
7. **UPON** the Principal having made payment for the Materials, less any retentions or deductions prescribed in the Contract, title to such Materials shall immediately vest in the Principal free of all security interests, charges and encumbrances of any nature whatsoever.
8. **WHERE** the Contractor receives payment for Materials and the Subcontractor is entitled to some or all of the Principal's payment, the Contractor shall promptly pay the Subcontractor for such Materials.
9. **UPON** the request of the Subcontractor, the Engineer shall advise the Subcontractor whether the Contractor has received any payment from the Principal for such Materials.
10. **THE** Contractor and the Subcontractor agree that the Materials will be held by the Contractor or the Subcontractor solely as bailee for the Principal and such bailment will constitute a security interest in favour of the Principal for the purpose of the Personal Property Securities Act 1999 ('the PPSA').
11. **THE** Principal shall (at the Contractor's reasonable cost) register a financing statement on the Personal Property Securities Register ('the PPSR') listing the Principal as secured party and the Contractor and the Subcontractor as debtors for any security interest arising from the bailment of the Materials referred to in this agreement.
12. **THE** Bailee shall promptly do all things including executing any documents and providing all information which the Principal requires to ensure that the Principal receives and maintains at all times a first ranking security interest in the Materials. This shall include procuring from any third party who has registered a financing statement against the Bailee, a waiver, in a form acceptable to the Principal, of any security interest or claim which might otherwise extend to the Materials or their proceeds.

13. **THE** Bailee shall not discharge or amend any financing statement registered under clause 11 above without the prior written consent of the Principal.
14. **NOTHING** in sections 114(1)(a), 133, and 134 of the PPSA shall apply to this agreement.
15. **ANY** rights of the Contractor and the Subcontractor as debtors under sections 116, 120(2), 121, 125, 126, 127, 129, 131, and 148 of the PPSA shall not apply to this agreement.
16. **THE** Bailee hereby grants to the Principal reasonable, free, and unencumbered right of access to the Premises to:
- (a) Inspect the Materials, and verify or undertake the marking and setting apart of the Materials;
  - (b) Take possession of the Materials for the purpose of delivery to the Site and inclusion in the Contract Works;
  - (c) Remove the Materials from the Premises for the purpose of delivery to the Site and inclusion in the Contract Works; and
  - (d) Take possession of the Materials for use other than for the Contract Works,
- and in each case in a manner that does not cause damage to any other property at the Premises. The Bailee shall take all steps and do all things as shall be necessary to ensure that the Principal obtains access to the Premises for the purposes of this agreement.
17. **THE** Bailee shall not, except as permitted in clause 5, remove or cause or permit the Materials to be moved from the Premises. The Bailee shall nevertheless be responsible to the Principal for any loss or damage thereto and for any costs of storage or handling.
18. **THE** Bailee shall, when required to do so by the Contractor or the Principal, arrange for the transportation of the Materials to the Site. Such transportation shall be at the cost of the Bailee in all things including loading, unloading, and freight.
19. **WHERE** the Materials are not insured under the construction policy provided in accordance with 8.3.1 or 8.8.1 of the Contract, the Bailee shall, at its expense:
- (a) Effect a material damage insurance policy covering all of the Materials subject to this agreement in the name of the Principal to the satisfaction of the Principal, as provided in 8.2.1 of the Contract for the full duration of the off-site storage. Such insurance may include an exclusion for loss or damage sustained during processing;
  - (b) Effect a transit insurance policy for transit of all the Materials from the Premises to the Site in the name of the Principal to the satisfaction of the Principal, as provided in 8.2.1 of the Contract for the full duration of the off-site storage.
20. **WITHIN** 15 Working Days of the date of this agreement, the Bailee shall furnish the Principal and the Contractor with evidence of such insurance.
21. **THE** Bailee represents and warrants to the Principal and to the Contractor (where applicable) that:
- (a) It has good and clear title to the Materials;
  - (b) It has the ability to assign and transfer the Materials to the Principal or the Contractor; and
  - (c) The Materials will be transferred to the Principal or the Contractor free of any security interest.
22. **THE** Bailee undertakes that, if it charges or mortgages all or any part of its property (either real or personal), assets, or undertaking, it will obtain written confirmation from the chargee or mortgagee that the charge or the mortgage over such property, assets, or undertaking does not extend to the Materials once they have been paid for by the Principal or the Contractor (as applicable).
23. **NOTHING** in this agreement shall be deemed to limit, waive, or affect the Engineer's powers under the Contract to order the removal from the Site or the Premises of Materials which are not in accordance with the Contract and the substitution by the Contractor at its own risk and expense of proper Materials. Nothing in this agreement shall be deemed to limit, waive or affect any other powers conferred on the Engineer and/or the Principal under the Contract.
24. **EACH** party shall pay its own costs of and incidental to the negotiation, preparation, execution, and any amendment of this agreement.

25. **WORDS** and phrases in this agreement shall have the same meanings as are ascribed to them under the Contract except where the context or any express provision of this agreement requires otherwise.

**SIGNED BY** [Click to enter text or paste signature](#) (Authorised Signatory)

of [Click to enter text](#) (Principal)

**SIGNED BY** [Click to enter text or paste signature](#) (Authorised Signatory)

of [Click to enter text](#) (Contractor)

**SIGNED BY** [Click to enter text or paste signature](#) (Authorised Signatory)

of [Click to enter text](#) (Subcontractor)

## Schedule 15 – Practical Completion Certificate

This Practical Completion Certificate is issued under 10.4.3(a) or 10.4.4.

|                     |                                                                                                                                                                                 |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contract for</b> | <b>Avatiu Valley Power Station</b><br><b>TAU SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT</b><br><b>PROJECT (CK171831)</b><br><small>(Contract name and number if applicable)</small> |
| <b>Principal</b>    | <b>Te Aponga Uira</b><br><small>(Insert name of Principal)</small>                                                                                                              |
| <b>Contractor</b>   | <a href="#">Click to enter text</a><br><small>(Insert name of Contractor)</small>                                                                                               |

This certificate relates to:

- ☒ (a) The whole of the Contract Works referred to above;
- ☒ (b) The following Separable Portion

Receipt of the Contractor's notice dated [Click to enter a date](#) and issued in accordance with 10.4.2 is acknowledged.

In accordance with ☒ 10.4.3(a) or ☐ 10.4.4 (select one), the Engineer certifies that the Contract Works or Separable Portion to which this certificate relates qualify for a Practical Completion Certificate under 10.4, notwithstanding that there may be minor omissions and/or minor defects (as listed in the attached schedule) which satisfy the criteria in 10.4.1 (a), (b), and (c).

The Contractor is required to remedy all of the listed omissions or defects within the period stated in the attached schedule against the relevant omission or defect, or at the latest within **10** Working Days of the date of this certificate.

Practical Completion was achieved

on [Click to enter a date](#) at [Click to enter time](#).

|                        |                                                        |
|------------------------|--------------------------------------------------------|
| Signed by the Engineer | <a href="#">Click to enter text or paste signature</a> |
| Name                   | <a href="#">Click to enter text</a>                    |
| Date                   | <a href="#">Click to enter a date</a>                  |

### SCHEDULE

The following omissions and/or defects have been assessed as being of a minor nature satisfying the criteria in 10.4.1(a), (b), and (c) and were identified during an inspection carried out by the Engineer or Engineer's Representative on [Click to enter a date](#)

*(List minor omissions and defects )*

[Click to enter text](#)

Schedule 16 – Final Completion Certificate

This certificate is a Final Completion Certificate issued under 11.3.1.

|              |                                                                                                 |                                          |
|--------------|-------------------------------------------------------------------------------------------------|------------------------------------------|
| Contract for | Avatiu Valley Power Station<br>TAU SWITCHROOM 1 HV SWITCHGEAR REPLACEMENT<br>PROJECT (CK171831) | (Contract name and number if applicable) |
| Principal    | Te Aponga Uira                                                                                  | (Insert name of Principal)               |
| Contractor   | <a href="#">Click to enter text</a>                                                             | (Insert name of Contractor)              |

This certificate relates to:

- ☒ (a) The whole of the Contract Works referred to above;
- ☐ (b) The following Separable Portion

In accordance with 11.3.1, the Engineer certifies that the Contract Works or Separable Portion to which this certificate relates qualify for a Final Completion Certificate issued under 11.3

on [Click to enter a date](#) at [Click to enter time](#).

|                        |                                                        |
|------------------------|--------------------------------------------------------|
| Signed by the Engineer | <a href="#">Click to enter text or paste signature</a> |
| Name                   | <a href="#">Click to enter text</a>                    |
| Date                   | <a href="#">Click to enter a date</a>                  |

## Schedule 17 – Deed of novation

---

### THIS DEED

is made on [Click to enter a date](#) ('the Effective Date')

### BY

[Click to enter text](#) ('the Principal')

[Click to enter text](#) ('the Contractor')

[Click to enter text](#) ('the Consultant')

### IT IS MADE IN THE FOLLOWING CIRCUMSTANCES

- A** The Principal and the Consultant are parties to [Click to enter text](#) entered into on [Click to enter a date](#), a copy of which is attached and marked 'A' ('the Contract').
- B** With effect on and from the Effective Date, the Principal wishes to:
- (i) Transfer all of its rights and obligations under the Contract to the Contractor, and
  - (ii) Be released from its obligations under the Contract.
- C** With effect on and from the Effective Date, the Contractor wishes to accept the transfer of all the Principal's rights and obligations under the Contract.

### THE PARTIES AGREE

1. **THIS** deed shall take effect from the date of its execution ('the Effective Date').
2. **THE** Principal:
  - (a) Transfers to the Contractor all of its rights and obligations under the Contract;
  - (b) Warrants it has performed all of its obligations under the Contract up to the Effective Date; and
  - (c) Shall remain liable to the Consultant for any breach of the Contract by the Principal which occurred prior to the Effective Date.
3. **THE** Contractor:
  - (a) Accepts the transfer with effect from the Effective Date;
  - (b) Confirms that, as from the Effective Date:
    - (i) The Contractor is substituted for the Principal under the Contract as if it had originally executed the Contract in place of the Principal
    - (ii) All references in the Contract to the Principal are to be read and construed as if they were references to the Contractor
    - (iii) The Contractor may exercise all the Principal's rights under the Contract;
  - (c) Shall perform all of the Principal's obligations under the Contract from the Effective Date.
4. **THE** Consultant:
  - (a) Consents to the transfer;
  - (b) Releases the Principal from all of its obligations under the Contract for the period following the Effective Date (but for of any breach of the Contract that occurred prior to the Effective Date);
  - (c) Confirms that, as from the Effective Date:

- (i) The Contractor is substituted for the Principal under the Contract as if it had originally executed the Contract in place of the Principal
- (ii) All references in the Contract to the Principal are to be read and construed as if they were references to the Contractor
- (iii) The Contractor may exercise all of the Principal's rights under the Contract;
- (d) Shall remain liable to the Principal for any breach of the Contract by the Consultant which occurred prior to the Effective Date.

5. **THE** terms of the Contract continue in full force and effect.

6. **EACH** party is to pay its own costs (including, without limitation, legal expenses) in entering into this deed.

7. **EACH** party is, at its own expense and at the request of any other party, to execute and deliver or cause its successors and permitted assigns to do all things as may be reasonably requested by that other party to obtain the full benefit of this document according to its true intent.

8. **AN** amendment to this deed will only be effective if it is in writing and signed by all parties.

9. **THIS** deed shall be construed and take effect in accordance with the laws of New Zealand.

**EXECUTED as a deed**

**SIGNED** on behalf of the Principal by:

[Click to enter text or paste signature](#)

Director

[Click to enter text or paste signature](#)

Director

**SIGNED** on behalf of the Contractor by:

[Click to enter text or paste signature](#)

Director

[Click to enter text or paste signature](#)

Director

**SIGNED** on behalf of the Consultant by:

[Click to enter text or paste signature](#)

Director

[Click to enter text or paste signature](#)

Director

**NOTE –**

- (1) A copy of the design agreement being transferred ('the Contract') shall be attached and marked 'A'.
- (2) This deed shall be executed by the Contractor, the Principal, and the Consultant in the manner required for execution of a deed. Any of these parties which are a company shall execute the bond by having it signed, under the name of the company, by two or more directors. If there is only one director, it is sufficient if the deed is signed under the name of the company by that director, but the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.

Alternatively, companies may execute under power of attorney. Any party which is a body corporate (other than a company) shall execute in the same manner as a company by persons in a comparable position to a company director or otherwise in accordance with section 9 of the Property Law Act 2007. In the case of a party who is an individual, the party shall sign and the signature shall be witnessed by another person. The witness shall not only sign but shall also add his or her occupation and address.