



# Independent Public Business Corporation of Papua New Guinea

### and

## Papua New Guinea Power Limited

Request For Quote: Addendum #1

**Construction of Optic Fibre Cable** 

Yonki to Mount Hagen and Optional Additional Works

in relation to the:

**National Transmission Network** 

Closing Time: 4pm Local Time in Papua New Guinea

Closing Date: Wednesday 24 April 2013

Respondents are advised of an extension to the closing date for the RFQ. The new closing date is Wednesday 24 April 2013, at 4pm local time in Papua New Guinea.

The change is highlighted in yellow on the cover sheet to this Addendum.

Respondents are advised of the addition of an amendment to Section 1.1 in Schedule 2 of the RFQ.

The change is highlighted in yellow.

#### Section 1.1 Details of Respondent and Participants in the Solutions

a) Legal name of participant and participant identification

Provide details for *each* participant, including:

- i. legal name;
- ii. short name or trading name;
- iii. Investment Promotion Authority (IPA) registration particulars if company is registered in Papua New Guinea
- iv. Foreign Country company registration certificate if registered overseas.

Respondents are advised of new sub-sections 6.2 and 6.4 to Section 6 – Legal & Commercial of Schedule 2, plus an amendment to the original Section 6.2, which has been re-numbered to Section 6.3.

The changes are highlighted in yellow.

#### 6.2 **Approvals**

Respondents shall complete Schedule 2, Form 6 Section 6.2 (provided separately as a spread-sheet) to provide the information described in this section. If there is insufficient room in the spread-sheet Respondents can provide the information by specific reference to a separate document provided as part of the Response.

The Successful Respondent shall be responsible for acquiring all Approvals or other rights that may be required for or in connection with any additional works to be performed by the Respondent unless otherwise agreed with IPBC.

Approvals means all licences, permits, authorisations, approvals and consents, including (without limitation) any relating to land access and construction, installation and management of telecommunications infrastructure, required in order to meet any national, local government or other requirements in connection with the installation, operation and maintenance of the Infrastructure.

#### 6.3 Performance and Financial Guarantees

Respondents shall complete Schedule 2, Form 6 Section 6.3 (provided separately as a spread-sheet) to provide the information described in this section. If there is insufficient room in the spread-sheet Respondents can provide the information by specific reference to a separate document provided as part of the Response.

Respondents should to provide details of the financial and/or performance guarantees that they would be willing to provide, including appropriate justification of that approach.

The minimum requirement for the successful Respondent shall be a Bank Guarantee equivalent to 10% of the final agreed contract value.

#### 6.4 **Required Insurance**

Respondents shall complete Schedule 2, Form 6 Section 6.4 (provided separately as a spread-sheet) to provide the information described in this section. If there is insufficient room in the spread-sheet Respondents can provide the information by specific reference to a separate document provided as part of the Response.

The Successful Respondent shall effect and maintain (or be insured under) at least the following insurances, without requiring any particular risk to be insured more than once:

- (a) public and products liability insurance in the amount equivalent to AUD\$20 million per occurrence;
- (b) professional indemnity insurance insuring the Contractor and its Personnel (other than its subcontractors and consultants) for their respective liabilities at general law arising from a negligent breach of duty owed in a professional capacity in performing the Works in the amount equivalent to AUD\$10 million per occurrence;
- (c) property (or contract works) insurance covering loss of or damage to materials and equipment (including the Contractor Equipment) installed, left or stored on any Site by the Contractor or its representatives, for the full replacement value of such materials and equipment;

- (d) transit insurance covering the risks of physical loss of, damage or destruction caused by all commercially insurable perils during the course of transit by land, sea or air (and including cover for loading and unloading, and for storage during transit) for all materials and equipment (including the Contractor Equipment) used in or for the performance of the Works while in transit; and
- (e) workers' compensation insurance or registrations as required by Law.

Respondents should also advise of any other insurances they consider relevant.