NEW ZEALAND
FOREIGN AFFAIRS & TRADE

Request for Proposals

Early Contractor Involvement (ECI) Services for New Betio Hospital

Activity number: ACT-OA12783

RFP released: 19 May 2021

Deadline for Questions: 5:00pm 23 June 2021

Deadline for Proposals: 5:00pm 30 June 2021

Ministry of Foreign Affairs and Trade Head Office
195 Lambton Quay
Wellington 6160
New Zealand

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Table of abbreviations

MFAT	Ministry of Foreign Affairs and Trade
ECI	Early Contractor Involvement
RFP	Request for Proposals
QS	Quantity Surveyor
NTT	Notice To Tenderer(s)
GoK	Government of Kiribati
PV	Photovoltaic
UPS	Uninterrupted Power Supply
HSWA	Health and Safety at Work Act
H&S	Health & Safety
KIT	Kiribati Institute of Technology
MISE	Ministry of Infrastructure and Sustainable Energy
MHMS	Ministry of Health and Medical Services

This opportunity in a nutshell

What we need

MFAT is working with the GoK to support the strengthening of health infrastructure in South Tarawa, Kiribati through the construction of a new primary health care facility to replace the existing Betio Hospital. The new Betio Hospital will be constructed on a new site. The designs will be climate resilient, incorporate sustainable design and provide for improved health outcomes for the local population.

MFAT is issuing this RFP to provide ECI services for the New Betio Hospital, and associated infrastructure and site work on a single site in Betio, Kiribati.

What's important to us

MFAT and GoK are looking for contractors who have successfully delivered high quality modern buildings in the Pacific Islands, and have a demonstrated track-record in providing ECI services.

This contract is intended to include ECI during the developed and detailed project design process, with a focus on buildability and delivering a project within the available budget. The contractor will be an integral member of the project team including reviews and inputs to design documentation, planning, cost estimates and scheduling. The contractor will have Preferred Contractor status for the delivery of the construction work and will be required to provide a Pricing Proposal and Project Execution Plan for the construction works.

The successful respondent will demonstrate a willingness to provide pro-active support to the GoK Stakeholders, Principal's Representative (including Designer and Designer's Quantity Surveyor), and MFAT. We also value responses that demonstrate the availability of capable resources both in-house and supported by specialist subcontractors and suppliers.

The successful supplier must also demonstrate how they will employ, sub-contract or otherwise integrate I-Kiribati nationals into their team. Building local capability is a key objective for this project.

Why should you bid?

This is a unique opportunity to play a key role in the design and construction of a building that will serve the population for many years and have the potential to improve the health outcomes of a nation.

A bit about us

MFAT's aid programme strategy includes achieving a stable and prosperous Pacific, in close partnership with Pacific countries, regional organisations and other development partners. New Zealand's engagement in the Pacific is guided by the principles of understanding, friendship, mutual benefit, collective impact and sustainability.

MFAT is undertaking the role of Principal, contracting and delivery of this project. It is intended that the successful respondent will enter into a contract with MFAT, providing services for the benefit of Kiribati.

SECTION 1: Key information

1.1 Context

a. This Request for Proposal (RFP) is an invitation to submit a Proposal for the ECI Services – New Betio Hospital contract opportunity.

b. This RFP is single-stage procurement process and is open to all potential respondents. A supplier briefing was held in December 2020, but attendance was not mandatory in order to be eligible to participate in this process.

c. Words and phrases that have a special meaning are shown by the use of capitals. Definitions are at the end of Section 6.

1.2 Our timeline

a. Here is our timeline for this RFP. All times in NZT

Steps in RFP process:	**Date:**
Deadline for Questions from suppliers:	5:00pm, 23rd June 2021
Deadline for the Buyer to answer suppliers' questions:	25th June 2021
Deadline for Proposals:	**5:00pm, 30th June 2021**
Shortlisted Respondents' presentations:	to be advised
Unsuccessful Respondents notified of award of Contract:	August 2021
Anticipated Contract start date:	August 2021

b. All dates and times are dates and times in New Zealand.

1.3 How to contact us

a. All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact. Jacobs New Zealand Ltd has been appointed by MFAT to manage the procurement process.

b. **Our Point of Contact**

Name: Tim Wilde

Title/role: Project Manager

Email address: tim.wilde@jacobs.com

c. Communications relating to existing business arrangements or projects between MFAT and a Respondent will be maintained with the usual contacts. However, during the RFP period, Respondents must not contact any MFAT staff member, or any other person associated with the RFP, other than our Point of Contact. Contact with any other person associated with this RFP may invalidate Respondents from the RFP process.

1.4 Developing and submitting your Proposal

a. This is an open competitive tender process. The RFP sets out the step-by-step process and conditions that apply.

b. Take time to read and understand the RFP. In particular:

i. develop a strong understanding of our Requirements detailed in Section 2.

ii. in structuring your Proposal consider how it will be evaluated. Section 3 describes our Evaluation Approach.

c. For resources on tendering visit www.procurement.govt.nz/suppliers

d. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our nominated Point of Contact.

e. In submitting your Proposal, you must use the Response Form provided. This is a Microsoft Word document that is available to be downloaded from GETS.

f. You must also complete and sign the declaration at the end of the Response Form.

g. For your pricing information, you must use the pricing schedule template provided.

h. Electronic responses must not exceed 5MB, be submitted as a single file and be 40 pages or less (excluding attachments where requested).

i. Check you have provided all information requested, and in the format and order asked for.

j. Having done the work don't be late – please ensure you get your Proposal to us before the Deadline for Proposals!

1.5 Address for submitting your Proposal

a. Proposals must be submitted by email to the following address: tim.wilde@jacobs.com

b. The email subject line must read: **RFP Response – New Betio Hospital ECI Services**

c. Proposals sent by post or fax, or hard copy delivered to our office, will not be accepted.

1.6 Our RFP Process, Terms and Conditions

a. **Offer Validity Period**: In submitting a Proposal the Respondent agrees that their offer will remain open for acceptance by the Buyer for three calendar months from the Deadline for Proposals.

b. The RFP is subject to the RFP Process, Terms and Conditions (shortened to RFP-Terms) described in Section 6. We have not made any variation to the RFP-Terms.

1.7 Later changes to the RFP or RFP process

a. If, after publishing the RFP, we need to change anything about the RFP, or the RFP process, or want to provide suppliers with additional information, we will let all suppliers know by email with a Notice To Tenderers (NTT).

SECTION 2: Our Requirements

2.1 Background

This procurement relates to the new Betio Hospital in Betio, South Tarawa, Kiribati (the **Activity**).

In 2018, the South Tarawa Hospital Master Planning Activity identified deficiencies in the current primary health care facilities in South Tarawa and recommended the construction of a new facility to replace the existing Betio Hospital.

The new Betio Hospital will be constructed on an area of land owned by the GoK in Betio, South Tarawa. The land is to be shared with the South Tarawa Water Supply Project, a desalination plant being funded by the Asian Development Bank, World Bank and Green Climate Fund.

The objective of the Activity is to improve health outcomes by providing quality health services that are consistent with community needs. Functional, effective, and efficient hospitals are an important element in achieving this objective. Equipment and material selection must align with the objectives and consider the high humidity, high rainfall, and coastal environment to ensure maintainability and longevity.

The Government of New Zealand is providing financial support for this project (subject to funding approvals) and MFAT is undertaking the primary role of contracting and delivery of the project. MFAT has engaged Jacobs (Principal's Representative) to provide health service planning, quantity surveying, all design services and management of the procurement.

Refer to Appendix D for the project governance structure.

2.2 What we are buying and why

This RFP is for a contractor to provide ECI services for the new Betio Hospital, and associated infrastructure and site works.

To mitigate risks to budget, programme and construction methodology, the ECI model is being adopted, with the contractor included as an integral member of the project design team. As identified above, the ECI will have preferred Contractor status to submit a pricing proposal for the construction work.

MFAT expects the concept design will require rationalisation in order to align with budget expectations. It will be imperative that all parties are involved in the design review to ensure buildability and ensure that the approved budget is not exceeded.

2.3 Concept Design

Concept Design

The South Tarawa Hospital Master Plan provided indicative drawings for the new Betio Hospital. Subsequently, the Functional Brief for the hospital has been prepared through an extensive stakeholder engagement exercise involving health planners, local and international medical professionals. The development of the Functional Brief identified several requirements for the facility that are in addition to the 2018 Masterplan because of the impacts of COVID-19, deficiencies at the main hospital (Tungaru Central Hospital) and evolving Government priorities. The ability to deliver these additions within the initial budget is being assessed and it is considered that some requirements will be deferred to a second stage of development once additional funding has been secured.

The proposed Stage 1 and Stage 2 scope are indicated in the Draft Concept Design (Appendix A), with Stage 2 described in Section 3.5 Future Proofing and Expansion. Respondents are expected to collaborate towards developing the design for the full scope of the hospital indicated in the Draft Concept Design, however they will be the Preferred Works Contractor for Stage 1 only. The construction of the additional scoped items will be a separate procurement process that is not led or operated by MFAT. For clarity, the ECI will:

1. Assist design full scope stage 1 & 2 MFAT funded
2. Preferred contractor for Stage 1 construction – MFAT Funded
3. Stage 2 construction will be separate and funded by another organisation

The Draft Concept Design elements have the following key features:

- Two storey building built around a central open plan area
- Total floor area of the facility in the order of 2,100m^2 – 2,700m^2

Potential functional areas to be included are:

- Main entry
- Adult inpatient ward
- Children's inpatient ward
- Maternity inpatient ward
- 1 x Operating theatre / procedure room
- Medical imaging/radiology (ultrasound and X-ray)
- Small central sterile supply department
- Small Pathology laboratory
- Emergency Department
- Outpatient Clinics
- Back of house services including food services, linen supplies and housekeeping

Building Services

- Simple mechanical systems (no central air conditioning)
- Incinerator
- No vertical services (elevators)
- Solar roof mounted PV system with UPS
- Carparks, security checkpoints and fencing/gate
- Medical equipment, to include supply and install Group 1 items and installation of Group 2 items as per the design.

Adjacent site

The South Tarawa Water Treatment Plant (STWSP) will be constructed on land adjacent to the New Betio Hospital. The initial land demarcation surveys have been completed by the GoK and discussions are ongoing regarding the apportionment of land. The current expectation is that there will not be shared services between the New Betio Hospital and STWTP, perhaps with the exception of a common transformer for electricity supply, however the details of this, or other shared services have not been confirmed at this stage. Information on the Site is included in Appendix B.

2.4 Engaging I-Kiribati

During the design and construction phases, MFAT and the GoK want to see I-Kiribati engaged as far as possible. This could include:

- Using local sub-contractors for construction
- Employing local labour, making particular use of the Kiribati Institute of Technology's Incubator of skilled graduates

2.5 Scope of Services

Refer to the ECI Agreement – Appendix C

2.6 Legislation and Standards

Refer to the ECI Agreement – Appendix C

2.7 Contract term

Refer to the ECI Agreement – Appendix C

2.8 Key deliverables

The table below summarises indicative dates for key milestones under this assignment.

Description	Indicative date for delivery
Contract Commencement	September 2021
Part 1: Concept Design Review Concept Design Review Report Concept Design Cost estimate	October 2021
Part 2: Preliminary through Developed Design Workshop 1 participation – Discuss Concept Design Workshop 1 outcomes report	October 2021
Workshop 2 participation – Developed Design (30% review) Workshop 2 outcomes report	December 2021
Workshop 3 participation – Developed design (50% - 70% review) Workshop 3 outcomes report	February 2022
Developed Design (80-100%) Buildability and Delivery Report Draft Construction programme Developed Design Cost estimate	March 2022
Part 3: Consents and Long Lead items Long Lead Items Pricing Proposal	April 2022
Part 4: Developed through Detailed Design	May 2022

Project Execution Plan Construction Pricing Proposal Detailed Design updated Construction Programme Lessons Learnt	
Construction Contract awarded	July 2022
Construction Practical Completion	12 months after construction contract award
Defects Period Ends	1 year after practical completion

2.9 Other tender documents

In addition to this RFP document refer to the appendices listed.

SECTION 3: Our Evaluation Approach

3.1 Evaluation model

The evaluation model that will be used is weighted attribute (weighted criteria) and non-weighted Public Value assessment. Evaluations will be based on the following:

- information contained within the submitted Response Form;
- performance in historic or current contracts delivered by the Respondent and reported performance by others with knowledge of the Respondent; and
- searches to verify the business and financial status of the Respondent.

3.2 Pre-conditions

Each Proposal must meet all these pre-conditions which are described in Appendix F – RFP Response Form. Proposals which fail to meet one or more will be eliminated from further consideration.

Respondents who are unable to meet all pre-conditions should conclude that they will not benefit from submitting a Proposal.

3.3 Evaluation criteria

Proposals which meet all pre-conditions will be evaluated according to the following evaluation criteria and weightings. The details of each criterion are included in Appendix F: RFP Response Form.

Criterion	Weighting
A. Project Experience	15%
B. ECI Experience	15%
C. Stakeholder Management	20%
D. Detailed Context Specific Methodology	30%
E. Price ECI Stage pricing - Lump Sum fee for ECI stage (15%) Construction Stage pricing - Hourly Rates (20%) - Overheads and margins (60%) - Fixed fees for insurance and bonds (5%)	20%
Total weightings	**100%**

3.4 Scoring

The following scoring scale will be used in evaluating Bids. Scores by individual panel members may be modified through a moderation process across the whole evaluation panel.

Rating	Definition	Score
EXCELLENT significantly exceeds the criterion	Exceeds the criterion. Exceptional demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. The Registration identifies factors that will offer potential added value, with supporting evidence.	**9-10**
GOOD exceeds the criterion in some aspects	Satisfies the criterion with minor additional benefits. Above average demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion. The Registration identifies factors that will offer potential added value, with supporting evidence.	**7-8**
ACCEPTABLE meets the criterion in full, but at a minimal level	Satisfies the criterion. Demonstration by the Respondent of the relevant ability, understanding, experience, skills, resource, and quality measures required to meet the criterion, with supporting evidence.	**5-6**
MINOR RESERVATIONS marginally deficient	Satisfies the criterion with minor reservations. Some minor reservations of the Respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	**3-4**
SERIOUS RESERVATIONS significant issues that need to be addressed	Satisfies the criterion with major reservations. Considerable reservations of the respondent's relevant ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	**1-2**
UNACCEPTABLE significant issues not capable of being resolved	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Respondent has the ability, understanding, experience, skills, resource and quality measures required to meet the criterion, with little or no supporting evidence.	**0**

If a Respondent offers a price that is substantially lower than other Proposals (an abnormally low bid), the Buyer may seek to verify with the Respondent that the Respondent is capable of fully delivering all of the Requirements and meeting all of the conditions of the Proposed Contract for the price quoted.

3.5 Public Value

We wish to obtain the best public value over the whole-of-life of the Contract. This means achieving not only a fair price, but also any broader economic, social, or environmental outcomes available. A non-weighted assessment will be undertaken and will be considered in the final evaluation.

3.6 Optional evaluation process and due diligence

We may undertake the following steps and due diligence in relation to shortlisted Respondents. The findings will be considered in the evaluation process. Should we decide to undertake any of these we will give shortlisted Respondents reasonable notice.

a. Project Presentation. At the discretion of the evaluation team, Respondents may be shortlisted and invited to make a presentation on their proposal to the RFP evaluation panel and invited stakeholders. The presentation location would be the Ministry of Foreign Affairs and Trade offices in Wellington, New Zealand and may be by video conference. Presentation agenda to be advised following receipt of submissions and an anticipated duration of 1.5 hours. Presentations, should they occur, will be assessed against the evaluation criteria defined herein, with scoring updated accordingly to identify a preferred Respondent.

b. Reference check the Respondent organisation and named personnel

c. Other checks against the Respondent e.g. Companies Office

SECTION 4: Pricing Information

4.1 Pricing information to be provided by respondents for the ECI services

Respondents are to provide their price as part of their Proposal. In submitting the price, the Respondent must meet the following:

a. Respondents are to use the pricing schedule template provided in Appendix E.

b. The pricing schedule is to show a breakdown of all costs, fees, expenses and charges associated with the full delivery of the Requirements over the whole-of-life of the ECI Contract. It must also clearly state the total ECI Contract price exclusive of NZ GST.

c. Where the price, or part of the price, is based on fee rates, all rates are to be specified, either hourly or daily or both as required.

d. In preparing their Proposal, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in the Proposal and pricing information to manage such risks and contingencies.

e. Respondents are to document in their Proposal all assumptions, tags, and qualifications made about the delivery of the Requirements, including in the financial pricing information. Any assumption that the Buyer or a third party will incur any cost related to the delivery of the Requirements is to be stated, and the cost estimated if possible.

f. Prices should be tendered in NZ$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ$.

g. Where two or more Respondents intend to lodge a joint or consortium Proposal the pricing schedule is to include all costs, fees, expenses, and charges chargeable by the consortium.

4.2 Pricing information to be provided by respondents for the potential Construction Contract

Respondents are to provide the requested margins, rates, overheads, and fixed fees for use in the Construction Contract as part of their Proposal. In submitting the Price, the Respondent must meet the following:

a) Respondents are to use the pricing schedule template provided in Appendix E. Indicative quantities for personnel and plant have been included to provide a basis for evaluation only. These should not be altered.

b) In preparing their Proposal, Respondents are to consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and are requested to list such risks.

c) Respondents are to document in their Proposal all assumptions and qualifications made about the delivery of the Requirements, including in the financial pricing information.

d) Prices should be tendered in NZ$. Unless otherwise agreed, the Buyer will arrange contractual payments in NZ$.

e) Where two or more Respondents intend to lodge a joint or consortium Proposal the pricing schedule is to include all costs, fees, expenses, and charges chargeable by the consortium.

SECTION 5: Our Proposed Contract

5.1 Proposed Contract ECI Services

The proposed Contract that we intend to use for professional services during the design stages is the ECI Agreement included in Appendix C.

In submitting your Proposal, you must let us know if you wish to question and/or negotiate any of the existing terms or conditions in the Proposed Contract or wish to negotiate new terms and/or conditions. The Response Form contains a section for you to state your position. If you do not state your position you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

5.2 Proposed Construction Contract

The proposed Contract that we intend to use for the purchase and delivery of the Construction Contract is the NZS3910 form with Special Conditions. A copy of the Special Conditions proposed is provided within the ECI Agreement at Appendix C.

In submitting your Proposal, you must let us know if you wish to question and/or negotiate any of the existing terms or conditions in the Proposed Construction Contract or wish to negotiate new terms and/or conditions. The Response Form contains a section for you to state your position. If you do not state your position you will be deemed to have accepted the terms and conditions in the Proposed Contract in full.

SECTION 6: RFP Process, Terms and Conditions

Note to suppliers and Respondents

1. In managing this procurement the Buyer will endeavour to act fairly and reasonably in all of its dealings with interested suppliers and Respondents, and to follow due process which is open and transparent.
2. This section contains the government's standard RFP Process, Terms and Conditions (shortened to RFP-Terms) which apply to this procurement. Any variation to the RFP-Terms will be recorded in Section 1, paragraph 1.6. Check to see if any changes have been made for this RFP.
3. Words and phrases that have a special meaning are shown by the use of capitals e.g. Respondent, which means '*a person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal*.' Definitions are at the end of this section.
4. If you have any questions about the RFP-Terms please email our Point of Contact.

Standard RFP process

Preparing and submitting a proposal

Preparing a Proposal

1. Respondents are to use the Response Form provided and include all information requested by the Buyer in relation to the RFP.
2. By submitting a Proposal the Respondent accepts that it is bound by the RFP Process, Terms and Conditions (RFP-Terms) contained in Section 6 (as varied by Section1, paragraph 1.6, if applicable).
3. Each Respondent will:
    1. examine the RFP and any documents referenced in the RFP and any other information provided by the Buyer
    2. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies
    3. document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that the Buyer or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements
    4. ensure that pricing information is quoted in NZ$ exclusive of GST
    5. if appropriate, obtain independent advice before submitting a Proposal
    6. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
4. There is no expectation or obligation for Respondents to submit Proposals in response to the RFP solely to remain on any prequalified or registered supplier list. Any Respondent on such a list will not be penalised for failure to submit a Proposal.

Offer Validity Period

- Proposals are to remain valid and open for acceptance by the Buyer for the Offer Validity Period.

Respondents' Deadline for Questions

- Each Respondent should satisfy itself as to the interpretation of the RFP. If there is any perceived ambiguity or uncertainty in the RFP document/s Respondents should seek clarification before the Deadline for Questions.
- All requests for clarification must be made by email to the Buyer's Point of Contact. The Buyer will endeavour to respond to requests in a timely manner, but not later than the deadline for the Buyer to answer Respondents' questions in Section 1, paragraph 1.2.a, if applicable.
- If the Buyer considers a request to be of sufficient importance to all Respondents it may provide details of the question and answer to other Respondents. In doing so the Buyer may summarise the Respondent's question and will not disclose the Respondent's identity. The question and answer may be posted on GETS and/or emailed to participating Respondents. A Respondent may withdraw a request at any time.
- In submitting a request for clarification a Respondent is to indicate, in its request, any information that is commercially sensitive. The Buyer will not publish such commercially sensitive information. However, the Buyer may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Buyer considers it of general significance to all Respondents. In this case, however, the Respondent will be given an opportunity to withdraw the request or remove the commercially sensitive information.

Submitting a Proposal

1. Each Respondent is responsible for ensuring that its Proposal is received by the Buyer at the correct address on or before the Deadline for Proposals. The Buyer will acknowledge receipt of each Proposal.
2. The Buyer intends to rely on the Respondent's Proposal and all information provided by the Respondent (e.g. correspondence and negotiations). In submitting a Proposal and communicating with the Buyer each Respondent should check that all information it provides to the Buyer is:
    7. true, accurate and complete, and not misleading in any material respect
    8. does not contain Intellectual Property that will breach a third party's rights.
3. Where the Buyer requires the Proposal to be delivered in hard and soft copies, the Respondent is responsible for ensuring that both the hard and soft copies are identical.
4. Where the Buyer stipulates a two envelope RFP process the following applies:
    1. each Respondent must ensure that all financial information and pricing components of its Proposal are provided separately from the remainder of its Proposal
    2. financial information and pricing must be contained either in a separate sealed envelope or as a separate soft copy file (whichever option has be requested by the Buyer)
    3. the pricing information must be clearly marked 'Financial and Pricing Information.' This is to ensure that the pricing information cannot be viewed when the package containing the other elements of the Proposal is opened.

Assessing Proposals

Evaluation panel

1. The Buyer will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Buyer may invite independent advisors to evaluate any Proposal, or any aspect of any Proposal.

Third party information

1. Each Respondent authorises the Buyer to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Proposal.
2. Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
3. To facilitate discussions between the Buyer and third parties each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.

Buyer's clarification

4. The Buyer may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. The Buyer is not required to request the same clarification or information from each Respondent.
5. The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. The Buyer may take such clarification or additional information into account in evaluating the Proposal.
6. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Buyer may cease evaluating the Respondent's Proposal and may eliminate the Proposal from the RFP process.

Evaluation and shortlisting

1. The Buyer will base its initial evaluation on the Proposals submitted in response to the RFP. The Buyer may adjust its evaluation of a Proposal following consideration of any clarification or additional information as described in paragraphs 6.6 and 6.7.
2. In deciding which Respondent/s to shortlist the Buyer will take into account the results of the evaluations of each Proposal and the following additional information:
    1. each Respondent's understanding of the Requirements, capability to fully deliver the Requirements and willingness to meet the terms and conditions of the Proposed Contract
    2. except where the price is the only criterion, the best value-for-money over the whole-of-life of the goods or services.
3. In deciding which Respondent/s, to shortlist the Buyer may take into account any of the following additional information:
    1. the results from reference checks, site visits, product testing and any other due diligence
    2. the ease of contracting with a Respondent based on that Respondent's feedback on the Proposed Contract (where these do not form part of the weighted criteria)
    3. any matter that materially impacts on the Buyer's trust and confidence in the Respondent
    4. any other relevant information that the Buyer may have in its possession.
5. The Buyer will advise Respondents if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Buyer of the Respondent's Proposal, or imply or create any obligation on the Buyer to enter into negotiations with, or award a Contract for

delivery of the Requirements to any shortlisted Respondent/s. At this stage in the RFP process the Buyer will not make public the names of the shortlisted Respondents.

Negotiations

1. The Buyer may invite a Respondent to enter into negotiations with a view to contract. Where the outcome is unsatisfactory the Buyer may discontinue negotiations with a Respondent and may then initiate negotiations with another Respondent.
2. The Buyer may initiate concurrent negotiations with more than one Respondent. In concurrent negotiations the Buyer will treat each Respondent fairly, and:
    1. prepare a negotiation plan for each negotiation
    2. advise each Respondent, that it wishes to negotiate with, that concurrent negotiations will be carried out
    3. hold separate negotiation meetings with each Respondent.
3. Each Respondent agrees that any legally binding contract entered into between the Successful Respondent and the Buyer will be essentially in the form set out in Section 5, the Proposed Contract.

Respondent's debrief

1. At any time after shortlisting Respondents the Buyer will offer all Respondents who have not been shortlisted a debrief. Each Respondent will have 30 Business Days, from the date of offer, to request a debrief. When a Respondent requests a debrief, the Buyer will provide the debrief within 30 Business Days of the date of the request, or of the date the Contract is signed, whichever is later.
2. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
    1. provide the reasons why the Proposal was or was not successful
    2. explain how the Proposal performed against the pre-conditions (if applicable) and the evaluation criteria
    3. indicate the Proposal's relative strengths and weaknesses
    4. explain, in general terms, the relative advantage/s of the successful Proposal
    5. seek to address any concerns or questions from the Respondent
    6. seek feedback from the Respondent on the RFP and the RFP process.

Notification of outcome

1. At any point after conclusion of negotiations, but no later than 30 Business Days after the date the Contract is signed, the Buyer will inform all unsuccessful Respondents of the name of the Successful Respondent, if any. The Buyer may make public the name of the Successful Respondent and any unsuccessful Respondent. Where applicable, the Buyer will publish a Contract Award Notice on GETS.

Issues and complaints

1. A Respondent may, in good faith, raise with the Buyer any issue or complaint about the RFP, or the RFP process at any time.
2. The Buyer will consider and respond promptly and impartially to the Respondent's issue or complaint.
3. Both the Buyer and Respondent agree to act in good faith and use their best endeavours to resolve any issue or complaint that may arise in relation to the RFP.
4. The fact that a Respondent has raised an issue or complaint is not to be used by the Buyer to unfairly prejudice the Respondent's ongoing participation in the RFP process or future contract opportunities.

Standard RFP conditions

Buyer's Point of Contact

1. All enquiries regarding the RFP must be directed by email to the Buyer's Point of Contact. Respondents must not directly or indirectly approach any representative of the Buyer, or any other person, to solicit information concerning any aspect of the RFP.
2. Only the Point of Contact, and any authorised person of the Buyer, are authorised to communicate with Respondents regarding any aspect of the RFP. The Buyer will not be bound by any statement made by any other person.
3. The Buyer may change the Point of Contact at any time. The Buyer will notify Respondents of any such change. This notification may be posted on GETS or sent by email.
4. Where a Respondent has an existing contract with the Buyer then business as usual communications, for the purpose of managing delivery of that contract, will continue using the usual contacts. Respondents must not use business as usual contacts to lobby the Buyer, solicit information or discuss aspects of the RFP.

Conflict of Interest

1. Each Respondent must complete the Conflict of Interest declaration in the Response Form and must immediately inform the Buyer should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP.

Ethics

1. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer in relation to the RFP.
2. A Respondent who attempts to do anything prohibited by paragraphs 6.13.a. and d. and 6.15.a. may be disqualified from participating further in the RFP process.
3. The Buyer reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFP process to ensure probity of the RFP process.

Anti-collusion and bid rigging

1. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or in any discussions or negotiations with the Buyer. Such behaviour will result in the Respondent being disqualified from participating further in the RFP process. In submitting a Proposal the Respondent warrants that its Proposal has not been prepared in collusion with a Competitor.
2. The Buyer reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Respondents to the appropriate authority and to give that authority all relevant information including a Respondent's Proposal.

Confidential Information

1. The Buyer and Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 6.17.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other's prior written consent.
2. The Buyer and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RFP.
3. Respondents acknowledge that the Buyer's obligations under paragraph 6.17.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. The Buyer will not be in breach of its obligations if Confidential Information is disclosed by the Buyer to the appropriate authority because of suspected collusive or anti-

competitive tendering behaviour. Where the Buyer receives an OIA request that relates to a Respondent's Confidential Information the Buyer will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

Confidentiality of RFP information

1. For the duration of the RFP, to the date of the announcement of the Successful Respondent, or the end of the RFP process, the Respondent agrees to keep the RFP strictly confidential and not make any public statement to any third party in relation to any aspect of the RFP, the RFP process or the award of any Contract without the Buyer's prior written consent.
2. A Respondent may disclose RFP information to any person described in paragraph 6.17.b. but only for the purpose of participating in the RFP. The Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RFP.

Costs of participating in the RFP process

1. Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.

Ownership of documents

1. The RFP and its contents remain the property of the Buyer. All Intellectual Property rights in the RFP remain the property of the Buyer or its licensors. The Buyer may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.
2. All documents forming the Proposal will, when delivered to the Buyer, become the property of the Buyer. Proposals will not be returned to Respondents at the end of the RFP process.
3. Ownership of Intellectual Property rights in the Proposal remain the property of the Respondent or its licensors. However, the Respondent grants to the Buyer a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.

No binding legal relations

1. Neither the RFP, nor the RFP process, creates a process contract or any legal relationship between the Buyer and any Respondent, except in respect of:
    1. the Respondent's declaration in its Proposal
    2. the Offer Validity Period
    3. the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Buyer
    4. the Evaluation Approach to be used by the Buyer to assess Proposals as set out in Section 3 and in the RFP-Terms (as varied by Section 1, paragraph 1.6, if applicable)
    5. the standard RFP conditions set out in paragraphs 6.13 to 6.26
    6. any other matters expressly described as binding obligations in Section 1, paragraph 1.6.
7. Each exception in paragraph 6.21.a. is subject only to the Buyer's reserved rights in paragraph 6.23.
8. Except for the legal obligations set out in paragraph 6.21.a. no legal relationship is formed between the Buyer and any Respondent unless and until a Contract is entered into between those parties.

Elimination

1. The Buyer may exclude a Respondent from participating in the RFP if the Buyer has evidence of any of the following, and is considered by the Buyer to be material to the RFP:
    1. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
    2. the Proposal contains a material error, omission or inaccuracy
    3. the Respondent is in bankruptcy, receivership or liquidation
    4. the Respondent has made a false declaration
    5. there is a serious performance issue in a historic or current contract delivered by the Respondent
    6. the Respondent has been convicted of a serious crime or offence
    7. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent
    8. the Respondent has failed to pay taxes, duties or other levies
    9. the Respondent represents a threat to national security or the confidentiality of sensitive government information
    10. the Respondent is a person or organisation designated as a terrorist by New Zealand Police.

Buyer's additional rights

1. Despite any other provision in the RFP the Buyer may, on giving due notice to Respondents:
    1. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
    2. make any material change to the RFP (including any change to the timeline, Requirements or Evaluation Approach) on the condition that Respondents are given a reasonable time within which to respond to the change.
2. Despite any other provision in the RFP the Buyer may:
    1. accept a late Proposal if it is the Buyer's fault that it is received late
    2. in exceptional circumstances, accept a late Proposal where it considers that there is no material prejudice to other Respondents. The Buyer will not accept a late Proposal if it considers that there is risk of collusion on the part of a Respondent, or the Respondent may have knowledge of the content of any other Proposal
    3. in exceptional circumstances, answer a question submitted after the Deadline for Questions, if applicable
    4. accept or reject any Proposal, or part of a Proposal
    5. accept or reject any non-compliant, non-conforming or alternative Proposal
    6. decide not to accept the lowest priced conforming Proposal unless this is stated as the Evaluation Approach
    7. decide not to enter into a Contract with any Respondent
    8. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
    9. provide or withhold from any Respondent information in relation to any question arising in relation to the RFP. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
    10. amend the Proposed Contract at any time, including during negotiations with a shortlisted Respondent

11. waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.

3. The Buyer may request that a Respondent/s agrees to the Buyer:
    1. selecting any individual element/s of the Requirements that is offered in a Proposal and capable of being delivered separately, unless the Proposal specifically states that the Proposal, or elements of the Proposal, are to be taken collectively
    2. selecting two or more Respondents to deliver the Requirements as a joint venture or consortium.

New Zealand law

1. The laws of New Zealand shall govern the RFP and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the RFP or the RFP process.

Disclaimer

1. The Buyer will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the RFP process.
2. Nothing contained or implied in the RFP, or RFP process, or any other communication by the Buyer to any Respondent shall be construed as legal, financial or other advice. The Buyer has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
3. To the extent that liability cannot be excluded, the maximum aggregate liability of the Buyer, its agents and advisors is $1.

Precedence

1. Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
    1. Section 1, paragraph 1.6
    2. Section 6 (RFP-Terms)
    3. all other Sections of this RFP document
    4. any additional information or document provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
5. If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

Definitions

In relation to the RFP the following words and expressions have the meanings described below.

Advance Notice	A notice published by the buyer on GETS in advance of publishing the RFP. An Advance Notice alerts the market to a contract opportunity. Where used, an Advance Notice forms part of the RFP.
Business Day	Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year's Day.
Buyer	The Buyer is the government agency that has issued the RFP with the intent of purchasing the goods or services described in the Requirements. The term Buyer includes its officers, employees, contractors, consultants, agents and representatives.

Competitors	Any other business that is in competition with a Respondent either in relation to the goods or services sought under the RFP or in general.
Confidential Information	Information that: d. is by its nature confidential e. is marked by either the Buyer or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', classified' and/or 'restricted' f. is provided by the Buyer, a Respondent, or a third party in confidence g. the Buyer or a Respondent knows, or ought to know, is confidential. Confidential information does not cover information that is in the public domain through no fault of either the Buyer or a Respondent.
Conflict of Interest	A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Buyer under the RFP or in the provision of the goods or services. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: **1.7.1** actual: where the conflict currently exists **1.7.2** potential: where the conflict is about to happen or could happen, or **1.7.3** perceived: where other people may reasonably think that a person is compromised.
Contract	The written Contract/s entered into by the Buyer and Successful Respondent/s for the delivery of the Requirements.
Contract Award Notice	Government Rules of Sourcing, Rule 45 requires a Buyer to publish a Contract Award Notice on GETS when it has awarded a contract that is subject to the Rules.
Deadline for Proposals	The deadline that Proposals are to be delivered or submitted to the Buyer as stated in Section 1, paragraph 1.2.
Deadline for Questions	The deadline for suppliers to submit questions to the Buyer as stated in Section 1, paragraph 1.2, if applicable.
Evaluation Approach	The approach used by the Buyer to evaluate Proposals as described in Section 3 and in Section 6 (as varied by Section 1, paragraph 1.6, if applicable).
GETS	Government Electronic Tenders Service available at www.gets.govt.nz
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Intellectual Property	All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.
Offer Validity Period	The period of time when a Proposal (offer) is held open by the Respondent for acceptance by the Buyer as stated in Section 1, paragraph 1.6.
Point of Contact	The Buyer and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Buyer's Point of Contact is identified in Section 1, paragraph 1.3. The Respondent's Point of Contact is identified in its Proposal.
Price	The total amount, including all costs, fees, expenses and charges, to be charged by the Successful Respondent for the full delivery of the Requirements. Each Respondent's Proposal must include its Price.

Proposal	The response a Respondent submits in reply to the RFP. It comprises the Response Form, the Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Proposed Contract	The Contract terms and conditions proposed by the Buyer for the delivery of the Requirements as described in Section 5.
RFP	Means the Request for Proposal.
Registration of Interest	A formal request by a Buyer asking potential suppliers to register their interest in a procurement. It is the first step in a multi-step tender process.
Request for Proposal (RFP)	The RFP comprises the Advance Notice (where used), the Registration of Interest (where used), this RFP document (including the RFP-Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Buyer to Respondents through the Buyer's Point of Contact or GETS.
RFP-Terms	Means the Request for Proposal - Process, Terms and Conditions as described in Section 6.
RFP Process, Terms and Conditions (shortened to RFP-Terms)	The government's standard process, terms and conditions that apply to RFPs as described in Section 6. These may be varied at the time of the release of the RFP by the Buyer in Section 1, paragraph 1.6. These may be varied subsequent to the release of the RFP by the Buyer on giving notice to Respondents.
Requirements	The goods and/or services described in Section 2 which the Buyer intends to purchase.
Respondent	A person, organisation, business or other entity that submits a Proposal in response to the RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives. The term Respondent differs from a supplier, which is any other business in the market place that does not submit a Proposal.
Response Form	The form and declaration prescribed by the Buyer and used by a Respondent to respond to the RFP, duly completed and submitted by a Respondent as part of the Proposal.
Successful Respondent	Following the evaluation of Proposals and successful negotiations, the Respondent/s who is awarded a Contract/s to deliver all or part of the Requirements.

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Appendix B	New Betio Hospital Project Information
Appendix C	New Betio Hospital Early Contractor Involvement Agreement (ECI)
Appendix D	Project Governance Structure
Appendix E	Pricing Schedule Template
Appendix F	RFP Response Form
Appendix G	Health and Safety – Acknowledgement Form

New Betio Hospital

Concept Design Report

12.05.21

Document Control & Endorsement

Revision	Purpose of Issue	Date Issued	Approved By	Role / Position	Date Approved
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A	NBH Concept Design – 75% Draft	20/04/2021			
B	NBH Concept Design – 80% Draft	12/05/2021			

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NEW ZEALAND
FOREIGN AFFAIRS & TRADE
Aid Programme

Jacobs

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Cover Page Image: Artist's impression of courtyard at New Betio Hospital

Accommodation over water | North Tarawa, Kiribati

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Executive Summary

This Concept Design report has been prepared for the Ministry of Foreign Affairs and Trade (MFAT) NZ, the Government of Kiribati (GOK), the Kiribati Ministry of Health and Medical Services (MHMS), and the Steering Committee of the New Betio Hospital in South Tarawa.

This Concept Design Volume seeks to establish a strong design framework for the NBH, with consideration for anticipated future developments on the site, and flexibility for future growth and change.

The later stages of the project will take this Concept Design and develop the detailed design ready for constructability. The Concept Design process for NBH has included inputs from a range of stakeholders from the MHMS, MISE, MFAT and th Expert Reference Group over a three-month period in which they have informed the Concept Design briefing and option analysis. Several options have been considered and several important areas of ongoing study have been identified as part of this process to inform further design stages.

The design of the NBH building is based on a number of known design considerations and assumptions discussed and established with the wider team during the development of the Concept Design stage.

Section 1 outlines the project history and reference documentation.

Section 2 outlines the health facility planning context

Section 3 presents the architectural concept and key design principles for the New Betio Hospital

Section 4 explains engineering and infrastructure strategies

Future design stages will use this Concept Design as a base for further layers of detail.

Acronyms

A	AusHFG	Australasian Health Facility Guidelines
B	BOH	Back of House
	BCA	Building Code of Australia
C	CSP	Clinical Services Plan
	CSSD	Central Sterile Supply Department
D	DDA	Disability Discrimination Act
E	ED	Emergency Department
	ERG	Expert Reference Group
	ESD	Environmentally Sustainable Design
	ESIA	Environmental and Social Impact Assessment
F	FDB	Functional Design Brief
	FFE	Fixtures, Fittings, and Equipment
	FOH	Front of House
	FRL	Fire Resistance Level
I	IPU	Inpatient Unit
G	GOK	Government of Kiribati
M	MELAD	Ministry of Environment, Land, and Agricultural Development, Kiribati
	MFAT	Ministry of Foreign Affairs and Trade
	MHMS	Ministry of Health and Medical Services, Kiribati
	MOC	Model of Care
	MOH	Ministry of Health, New Zealand
N	NBCK	National Building Code of Kiribati
	NBH	New Betio Hospital
	NBSAP	National Biodiversity Strategies and Action Plan 2016-2020
	NZ	New Zealand
O	OPD	Outpatients Department
	OPG	Orthopantomogram
P	PPE	Personal Protective Equipment
	PVCs	Photovoltaic Cells
S	SECP	Stakeholder Engagement and Communication Plan
	SOA	Schedule of Accommodation
T	TCH	Tungaru Central Hospital
U	UXO	Unexploded ordinance

Glossary

B Block & Stack	An architectural method of organising the location and adjacencies of departments over building levels during the early stages of design
C Circulation spine	Usually the main corridor space through the building dedicated to traversing between areas
M Massing	Architectural terminology used to describe the organisation of the physical building form, often shaped according site constraints and design principles
S Soft Spaces	Another term for flexible space than can change function without major manipulation of the fitout
T Travel	Architectural terminology often used in health care facility design to describe the spaces used to travel **between** departments, eg. corridors, stairways, lifts. Not to be confused with 'circulation' which is the spaces of movement **within** a department.

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01 Introduction

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Section 1 Introduction

1.1 Background

In 2018 Jacobs was engaged to prepare an assessment of the current hospital facilities in South Tarawa among other pieces of work and subsequently to provide a Clinical Service Plan, a new Masterplan for both, Tungaru Central Hospital and Betio Hospital and a Business Case for the redevelopment of both facilities.

Following these pieces of work, the Ministry of Foreign Affairs and Trade (MFAT), New Zealand, committed to support the development of the New Betio Hospital to strengthen the delivery of health services in South Tarawa.

The health inequities / poor health outcomes experienced by the growing population in South Tarawa prompted the push for NBH to be the pilot project developed from the masterplan. Assessment of the current Betio Hospital during the masterplan phase indicated the hospital is not adequate to deliver health services. For further detail of this assessment, please refer to the 2018 Masterplan Report, and the 2018 Conditions Assessment Report.

The proposed site for NBH has been further defined since the masterplan report allowing this Concept Design to progress with more certainty. NBH will be located on a green-field site to the south west of the current hospital. The current Betio Hospital will remain in operation during the construction of NBH to ensure continuity of the health care service to the public, after which the services and staff will transfer to the new site. Any continued use of the existing Betio Hospital is yet to be determined by MHMS.

The New Betio Hospital will expand on the services currently offered at Betio Hospital with additional beds and an improvement on the way medical services are delivered to the I-Kiribati people.

1.1 Terms of Reference

Following the South Tarawa Masterplan Report compiled by Jacobs and Sapere in 2018, the Ministry of Foreign Affairs and Trade (MFAT), NZ, have engaged Jacobs to undertake health planning, architectural services, and engineering services to design the New Betio Hospital (NBH) in South Tarawa (in addtion to Project Management and Procurement Services).

During the early user consultation on this Concept Design phase, it was identified that since the 2018 Masterplan work, the GoK has been working on developing a framework or Role Delineation strategy for their healthcare facilities. This new document defines the NBH as a District Hospital and set up the level of services that should be delivered on this facility. On review of this Role Delineation Draft Document and during the discussions with the stakeholders it was identified that the NBH would require some additional scope, not originally included on the project, to be able to achieve full functionality as a district hospital. Refer to section 2.2 and 2.6 for detail on the additional scope.

As a result of this additional scope the GoK has confirmed that extra land will be made available following procedure when required for the hospital. As the additional scope will require additional funding that may take some time to be confirmed the Concept Design offers a flexible framework that allows the Hospital to grow without compromising its functionality once this funding is made available. If this additional funding is confirmed soon, (before the next design phase starts in late July), the additional scope could be incorporated into this first building stage. Otherwise, it would need to be developed later, as part of a separated package of works.

The project will look for compliance with the Performance Requirements of the Kiribati National Building Code when the Deemed-to-satisfy Provisions cannot be achieved due to the specific nature of this building. The project intends to use other international standards as reference but not in a prescriptive manner to justify technical solutions that differ from those contained on the code. On these cases the project team will look to engage with the Approval authority to make discretionary decisions. This approach looks to respond to the Kiribati context, the highly remote nature of the facility and the need for simplicity in maintainability, systems replacement, and sustainable operation.

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1.2 Methodology

Design Principles

The design principles that were established during the masterplan have been reformulated and expanded to establish an overarching structure to guide the planning and the design through all the phases. These principles include:

Flexible & Adaptable

This principle refers to the ability of the new facility to respond to future changes on the scope of services offered for any reason (operational conditions, changes in models of care and service delivery, population growth...). The project will seek to ensure that the new facility:

- Is structured in a way that allow to accommodate additional buildings (if new land is available in the future) while retaining its core and the right functional relationships.
- Includes soft spaces within its core that can readily adapt and change function with minimal operational disruption and with a limited cost.

Environmentally Appropriate

The overall design, features and materials must be, both able to sustain and able to be sustainable in the Kiribati environment. This approach implies that the design needs to support and reinforce the resilience of the local community by being able to work under the direst of circumstances while minimising the consumption of the critical resources.

As outlined in section 3. # (site context), the site has specific climatic and environmental considerations that should be accommodated for in the Concept Design.

Capacity Building

One of the projects goals is to contribute to the upskill of the local workforce not only on the construction process but also on the maintenance of the building to ensure that the building is kept at an operational level that allows it to perform safely and efficiently for many years. This criterion will have a strong link to the construction techniques, the materials and systems used on the project and how those respond to the local reality.

Culturally Appropriate

The building needs to respect and reinforce the cultural and social environmental context. It needs to create inviting spaces in which the different members of the community feel comfortable by deinstitutionalising the traditional hospital aesthetic.

The use of traditional colours, textures, and materials where possible, minimising fully enclosed spaces to those strictly required, the creation of generous transitional spaces between indoors and outdoors and accommodating spaces and facilities to support families and careers will be some of the pillars to achieve a culturally appropriate response.

Sustainability

The New Betio Hospital aspires to improve the sustainability outcomes in a broad sense with improvements in social, economic, and environmental sustainability. Social sustainability is inherently linked to the NBH project, as the facility seeks to sustain human life and improve health outcomes for all I-Kiribati people. Economic sustainability is about minimise wastage of resources and reducing operational costs to a minimum while achieving the sought health outcomes. Environmental Sustainability will be based in lowering energy consumption and minimizing carbon emissions both during construction and during operation.

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Functional Relationships

The new facility needs to provide a physical environment that empowers meaningful relationships between the services and enhance efficient workflows, operations, and staffing arrangements as the basis to achieve the best healthcare outcomes with the lowest possible cost.

Infection Prevention

The New Betio Hospital must contribute to minimise the risk of infection transmission by improving the physical condition of the existing facilities. The use of impervious materials that are easy to clean and need minimal maintenance, separation of "clean" and infectious patients when possible and the provision of abundant access to hand wash basins are key elements for Infection Prevention.

Stakeholder Engagement

Stakeholder Engagement and Communication Plan (SECP) was prepared for the Ministry of Foreign Affairs and Trade (MFAT), NZ, by Jacobs in November 2020. This SECP details the various stakeholders involved in the project as well as the methods of communication with each stakeholder during the design process.

Stakeholder engagement is important for NBH to 'ensure that all key stakeholders including the community are involved in the consultation process throughout the development of the Project, to canvas their views and concerns on the Project, and to minimise any adverse impacts of the Project on key stakeholders and nearby communities' (p.7, SECP, 2020)

During the Concept Design phase, Jacobs conducted a series of stakeholder reference group meetings to gain further insight from hospital staff regarding the block and stack arrangement. These sessions were held virtually due to the inability of the project team to travel. Table 1 indicates the groupings of hospital staff where one member of each specialty represented their respective department.

Group Type	Participating Departments
A	Emergency Department Outpatients Department Allied Health Department Pharmacy Laboratory Services Medical Imaging
B	Food Services Laundry & Linen Services Biomedical Services Waste Services Cleaning Services Hospital Transport/Transfer Services/Ambulance Engineering Services - Maint & Ops
C	Women Services Children's Services
D	General Adult Inpatient Services Infection Control

Table 1. Stakeholder Reference Groups

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02 | Health Facility Planning Context

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Section 2 Health Facility Planning Context

2.1 Overview

The functional briefing and Concept Design will build upon the 2018 Masterplan to achieve a functional, effective, and efficient facility at Betio. The development of the new Betio Hospital will be based on a "Whole of System" approach that seeks to strengthen local capacity and capability, compliment current and future service configuration at TCH, and enable future thinking models of care and strategies for health service delivery across South Tarawa.

Since the 2018 Masterplan, the GoK has developed a Role Delineation Draft document that defines the level of services provided on the four types of health facilities. This document defines Betio as a District Hospital with a limited scope of services and focused on providing primary and secondary care to I-Kiribati living in Betio, Bairiki, Nanikai and Teaorerake.

The overarching strategic project objectives (development outcomes) for New Zealand Ministry of Foreign Affairs and Trade (MFAT) and the Government of Kiribati (GoK) are:

a. To achieve a healthy population with reduced burden from the impacts of over-crowding and disease.

b. To improve health outcomes by providing quality, effective health services that is consistent with community needs. Functional, effective, and efficient hospitals are an important element in achieving this objective.

c. To improve the condition of the facilities so that health care can be delivered in a way that is safe for patients and their families and for staff.

d. To provide capacity that is sufficient to meet high and growing demand for care in the short to medium term.

e. Improve resilience through mitigating risks to patients and service delivery at the facilities following a coastal flooding event.

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2.2 Project Scope

The consultation process for the NBH Concept Design project scope identified that in order to allow NBH to effectively fulfill its role as a district hospital that additional scope to the 2018 Masterplan scope would be required. Due to budgetary constraints (and initial site constraints), only a portion of this additional scope can be accommodated in the Concept Design, with higher priority placed on including the clinical spaces that will contribute to increased health outcomes. Specifically, the initial masterplan scope for the emergency department has expanded in the Concept Design stage to include a Short Stay Unit to…improve the delivery of emergency care as per MHMS direction.

The Concept Design for NBH intends to provide a basic framework that allows for a future expansion of the hospital in a 'second stage' to incorporate the entire additional scope once further funding is made available. Depending on this timeframe, the second stage could be incorporated into the next design phase, or run separately and built in a separate construction phase. The GoK and MHMS have also recently confirmed the availability of additional land for the development of NBH which could spatially accommodate the entire additional scope required.

Refer to section 2.6 for further information on the Concept Design schedule of accommodation. Detailed information is also included in Appendix A for the NBH Concept Design schedule of accommodation and Appendix B for the schedule of accommodation with the additional scope included.

The Concept Design scope is outlined below, with additional scope items indicated in red:

01 Emergency and Procedure functional areas:

- Triage
- Resuscitation bay
- General outpatients consult rooms
- Treatment
- Short stay unit
- "dirty" treatment room
- Isolation room (single room)
- Surgical Services (Single Theater room)

02 Outpatients Department

- Dentistry
- Specialised consult rooms
- Treatment space
- Allied health
- Additional Consult rooms

03 Inpatient Units

- Maternity & birthing
- Children
- Adults
- Isolation rooms

04 Clinical Support Services

- Pathology
- Pharmacy
- CSSD
- Medical imaging
- Expanded services to respond to additional scope.

05 Non-clinical Support Services

- Entry / reception
- Kitchen
- Stores
- Waste management
- Medical records & administration
- Biomedical
- Staff areas
- Laundry
- Mortuary - Cold Store
- Doctor's overnight room

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2.3 Fittings, Fixtures & Equipment

A key element in healthcare projects is coordinating the supply and installation of fittings, fixtures, and equipment (FF&E), as these are not only essential to achieve a fully functional facility but usually also represent a substantial proportion of the total cost. FF&E elements are usually classified in three basic categories based in their procurement and installation:

Items Group 1

All those elements that are supplied and installed by the main contractor as part of the building works. This includes some specialized medical equipment, medical lighting, built in joinery, and anything that is not a loose piece or "plug and play" element.

Items Group 2

Those elements that are supplied by the client but installed by the building contractor to ensure all the warranties are kept. This may contain any element from Group 1 that the client may decide to buy by themselves but that must still be installed but the contractor. For example, the client may want to buy a specific X-Ray machine and then provide it to the contractor to install it. Often Transfer FF&E elements from an existing facility are part of this group. (An element on an existing facility that still has a reasonable life expectancy and that is transferred to the new facility).

Items Group 3

On this category are included all the loose furniture and elements that do not require an installation by a professional. These elements are provided by the client once the building works is finished, I.e., beds, trolleys, loose joinery and furniture like tables, chairs, shelving...)

The project scope includes the supply of all the FF&E elements from Group 1 and the installation of all the elements from group 1 and 2. The supply of any elements from group 2 and 3 are excluded from the scope and current budget of this project but the procurement will need accurate coordination with the project to avoid any delays opening the facility once the construction works are completed. It is imperative that the selection of all group 1, 2 and 3 items should consider the material selection criteria outlined in section 3.8.

2.4 Functional Design Brief

The Functional Brief (refer to Appendix #) reflects the vision, goals, and facility requirements for the New Betio Hospital as part of the Ministry of Health and Medical Service's (MHMS) broader plan for the transformation of health services in Kiribati.

The Functional Brief provides a written statement of the model of care for the New Betio Hospital, including the priorities, key services, and minimum design and operational requirements for a sustainable Facility. The Functional Brief has been underpinned by the MHMS policy framework and draws on strategic plans and initiatives developed by the Government of Kiribati and its donor partners.

The functional requirements, general planning principles, and specific design requirements for each area are identified and inform the Schedule of Accommodation which is a key output from the functional briefing and planning process.

2.5 Functional Relationships

The functional planning of healthcare facilities requires an understanding of the appropriate and most effective relationships / connections between the various functional areas both internal and external to the buildings. By establishing the ideal functional relationships prior to the development of the design it is possible to test concept designs and building arrangements, and to assess patient flows and workflows for efficiency. Supplying logical and considered adjacencies, connections and groupings across the facility and its site can:

a. Promote good practice and safe healthcare delivery.

b. Maximize accessibility, safety, security, work health and safety, and infection control.

c. Increase operational efficiency and productivity.

d. Supports good patient flows and staff workflows by minimizing travel distances and reducing time wasted by patients and staff.

e. Minimize recurrent costs.

f. Support a variety of operational policies and approaches.

g. Allow for growth and change over time.

h. Contribute to the social sustainability aspirations (refer to section 3.7)

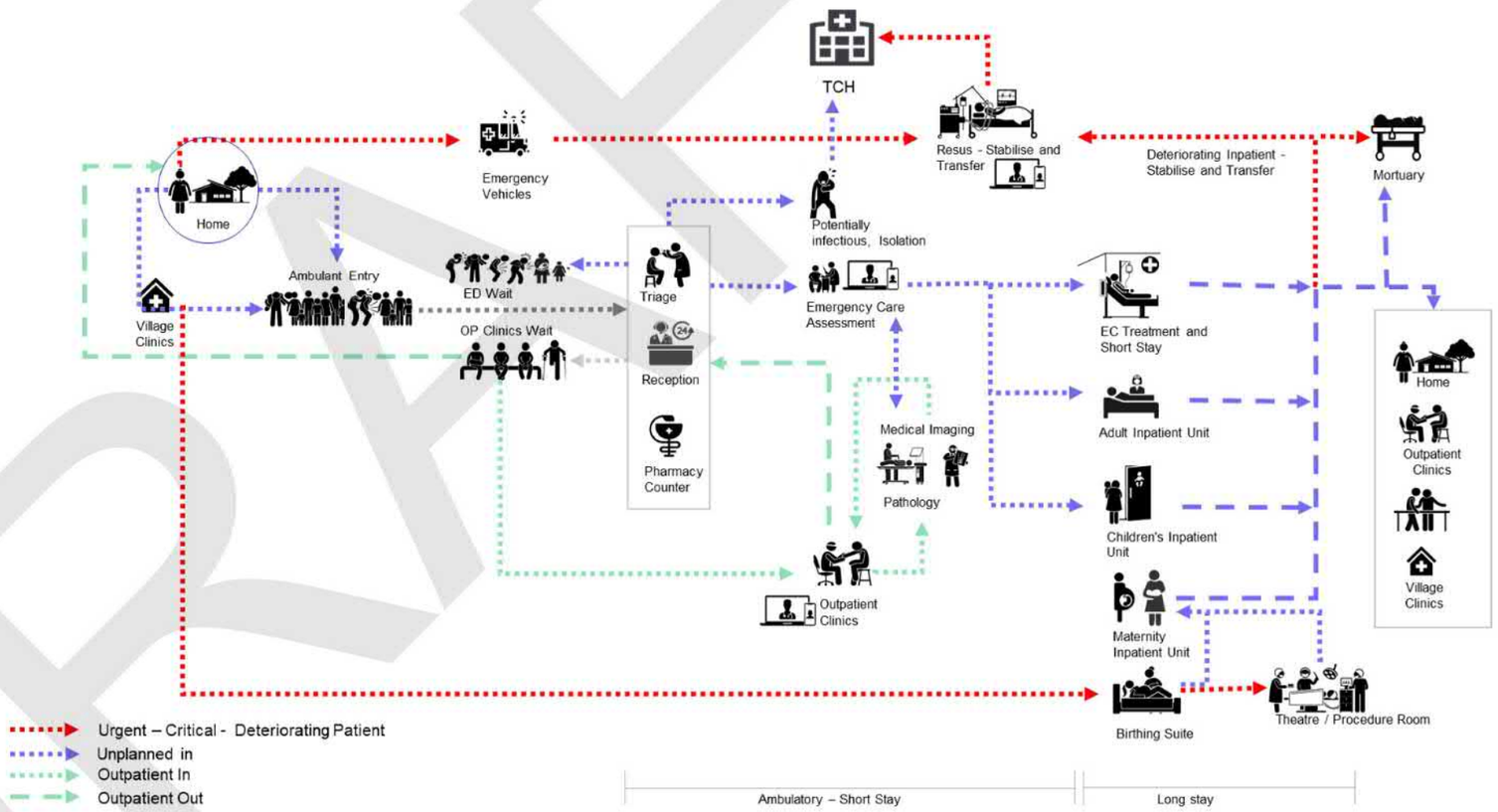

Figure 1. Patient Flows at NBH

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2.6 Schedule of Accommodation

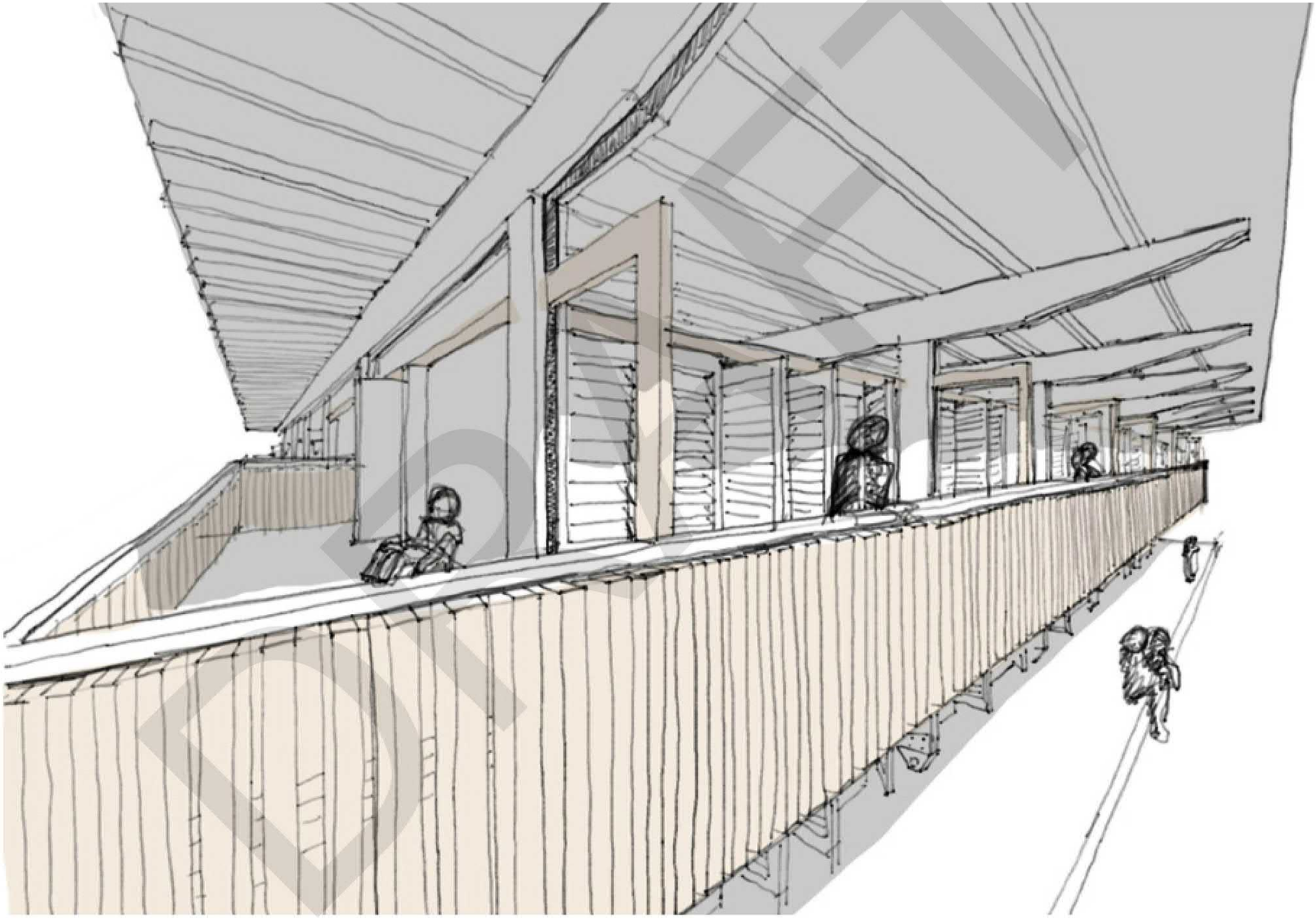
Code	Department	POC - MP	POC - CD	MP 2018 GDA	CONCEPT DESIGN GDA
New Betio Hospital	1. Main Entry : Reception			64.7	65.0
	1. Main Entry : Facility Operations			42.2	43.8
	2. Emergency Department : Fast Track			15.8	31.2
	2. Emergency Department : Acute Assessment			0.0	29.9
	2. Emergency Department : Resuscitation			39.6	39.0
	2. Emergency Department : Short stay Treatment	0	10	0.0	143.0
	2. Emergency Department : Staff Amenity			0.0	7.5
	3. Clinical Support Services : Imaging			27.7	33.8
	3. Clinical Support Services : Pharmacy			51.2	60.8
	3. Clinical Support Services : Pharmacy Counter			0.0	5.0
	3. Clinical Support Services : Pathology			38.4	37.5
	4. Specailist Outpatient Clinics : Treatment			63.4	60.9
	4. Specailist Outpatient Clinics : Consultation			63.4	46.8
	4. Specailist Outpatient Clinics : CSSD			32.0	29.0
	4. Specailist Outpatient Clinics : Dental			18.5	18.5
	5. Maternity : Birthing			136.0	117.0
	5. Maternity : Clinical Support - IPU			104.3	108.7
	5. Maternity : Patient Area - IPU	24	18	320.8	246.2
	6. Adult /Childrens- IPU : Patient Care	24	22	347.2	323.7
	6. Adult /Childrens- IPU : Clinical Support			63.6	64.4
	7. Facility Support : Kitchen			75.0	75.0
	7. Facility Support : Stores			25.0	25.0
	7. Facility Support : Maintenance and Engineering			28.8	26.5
	7. Facility Support : Waste Management			31.3	31.3
	7. Facility Support : Linen Services			25.0	32.5
	7. Facility Support : Mortuary			25.0	24.0
	8. Staff Resources : Workspace / Meetings			30.0	30.0
	8. Staff Resources : Staff Amenity			37.5	33.0
	Sub Total GDA	48	50	1706.2	1788.9
	GROSS DEPARTMENTAL AREA			1706	1789
12%	Travel			205	215
5%	Plant			96	100
	GROSS BUILDING AREA			2006	2104

Table 2. Concept Design Schedule of Accommodation

The Concept Design Schedule of Accommodation (SOA) (Appendix A) details the area for each individual room in the new hospital and groups these rooms by the functional planning unit and its internal planning zones or functional groupings. Table 2 reflects the summary SOA for the Concept Design indicating the total areas per functional unit while Table 3 indicates the summary SOA including the potential additional scope. Refer to Appendix B for a detailed SOA for the additional scope.

Department	POC	MP2018	CONCEPT DESIGN	Commentary
1. Main Entry / Reception		107	100	Decreased circualtion allowance from 32% to 25%
2. Emergency Department	4	55	289	Includes additional scope to support: - new RDL for District Hospitals - WHO Emergency Care Framework - Traige model being discussed for implementation at MHMS facilities consistent with rest of Pacific Island Countries
3. Clinical Support Services		66	108	- Pharmacy included, ommitted in MP - Imaging includes OPG - ommitted in MP
4. Specailist Outpatient Clinics		127	173	- Includes Waiting area increase plus dedicated Allied Health area - Space for General OPC included in ED area uptake
5. Procedures / Sterilisation		50	194	- New Service, consistent with RDP for MHMS
6. Maternity	18	532	488	- Overallowance of beds in MP - 24 provided, 18 identified in CSP
7. Maternity / Children Shared		29	29	
8. Childrens IPU	6	0	156	- Impact of separating children from adult IPU - impact of additional clincial support space - Offset of 4 of the 6 beds beds against adult IPU
9. Adult - IPU	22	411	398	- Offset 2 beds for Childrens,
10. Facility Support		261	265	
11. Staff Resources		68	78	- includes overnight bedroom x 1 - medical staff
Sub Total GDA		1706	2279	
GROSS DEPARTMENTAL AREA	51	1706	2279	
Travel		205	273	GDA*%
Plant		96	128	GDA + Travel * %
ICT			77	GDA + Travel * %
GROSS BUILDING AREA		2006	2757	

Table 3. Schedule of Accommodation with Additional Scope



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03 | Architectural Design

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Section 3 Architectural Design

3.1 Site Context

Existing and Proposed Site

Figure 2 indicates the location of the proposed NBH site, approximately 840m from the existing Betio Hospital site. The proposed site was chosen due to a number of constraints at the existing site, such as vulnerabiliy to sea level rise. The proposed site is significantly less vulnerable than the existing site, however constraints still exist and are outlined in the following sections.

The proposed site is approximately 4,680sqm in area (pending confirmation) and it is located in Temakin, on the western side of Betio. The land is owned by the Government of Kiribati (GoK) and does not contain any significant construction. Until recently the land was used as construction camp for Dai Nippon, a Japanese construction company that was working on the causeway.

Most of the surrounding buildings in the area are small residential vernacular structures and minor commercial shop fronts. The boundaries are defined by the access road on the south, a residential area on the north, the future desalinisation plant on the west and the remaining government land on the east side.

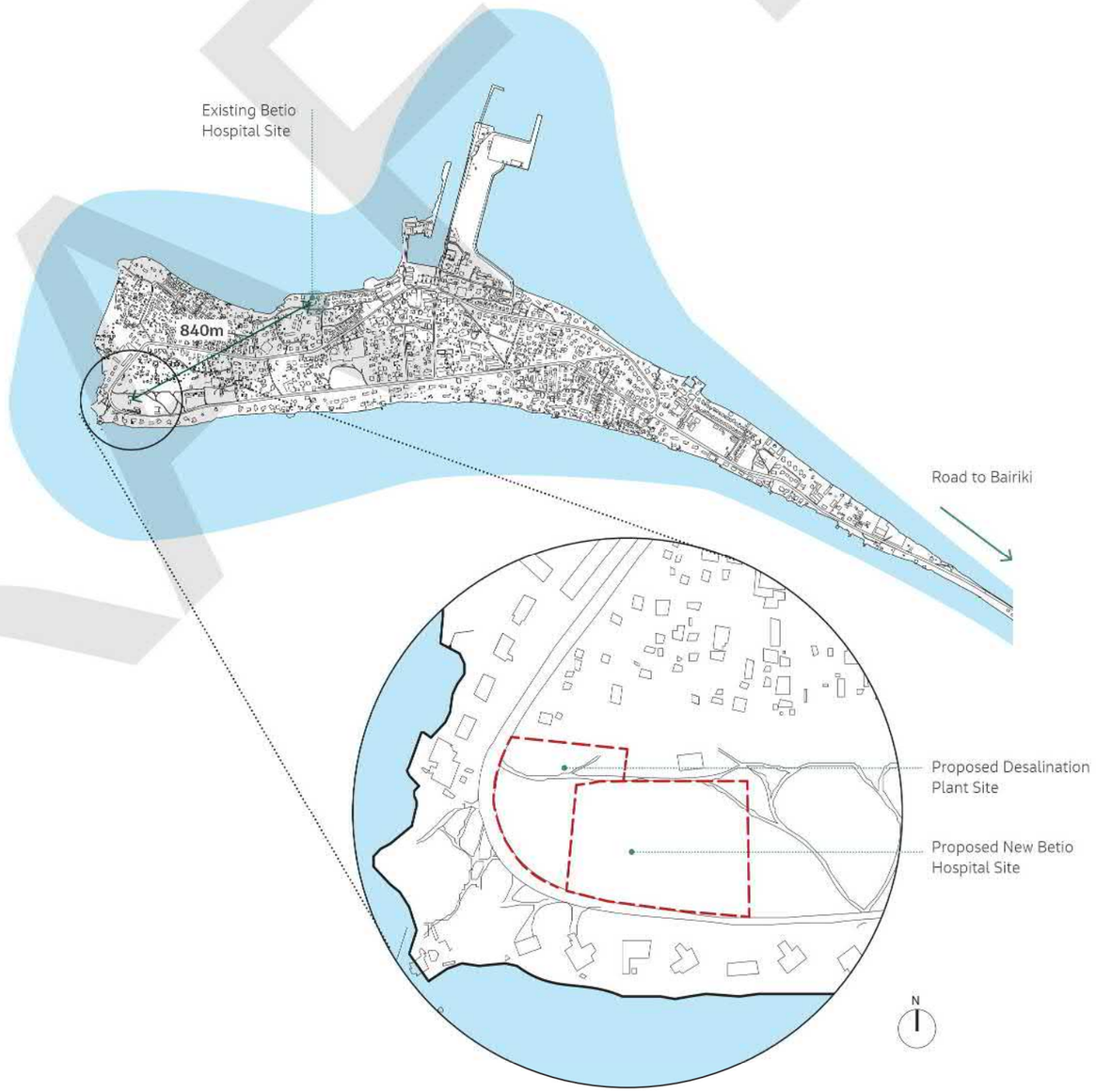

Figure 2. Betio Island Site Location

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Site Survey

The site is almost flat with site contours that vary between 3.7m and 3.9m signifying that high tides and sea level rise are of particular concern for the NBH design as the site sits less than a meter over the maximum astronomical tide level.

Geological Considerations

Tarawa is a coral atoll over a top of volcanic seamount which rises steeply from depths over 2,000 metres. It has a triangular shape with a lagoon occupying the central space and a series of low lying island along the north and south sides. The islands are cover in coral sand with depths that extend several metres. Beneath the sand usually coral reef appears and below it often appears a layer of limestone. It's expected that the approved site will have a similar geological structure. Note, there are potential unexploded ordinance (UXO) under the site, and screening must occur before construction commences.

Biodiversity

The National Biodiversity Strategies and Action Plan 2016-2020 (NBSAP) released by the Environment and Conservation Division of the Ministry of Environments, Land, and Agricultural Development (MELAD) in Kiribati outlines the terrestrial and marine biodiversity on the island. Whilst marine biodiversity is extensive, this report focuses on terrestrial biodiversity as this is where the NBH could have most impact. The NBSAP notes:

- The poor quality of soil due to 'alkaline coral composition and high porosity'
- Food crop species are declining due to this poor soil quality – breadfruit tree, coconut tree, and pandanus tree)
- Urban growth is continuing to impact land development
- Invasive alien species (fauna) from boat arrivals

Since the site was previously a construction lot, the abundance of plants is low, and it is not expected that the development of the Hospital will have a negative impact on the existing natural environment. For further information on Kiribati biodiversity refer to the 2021 ESIA Scoping Report.

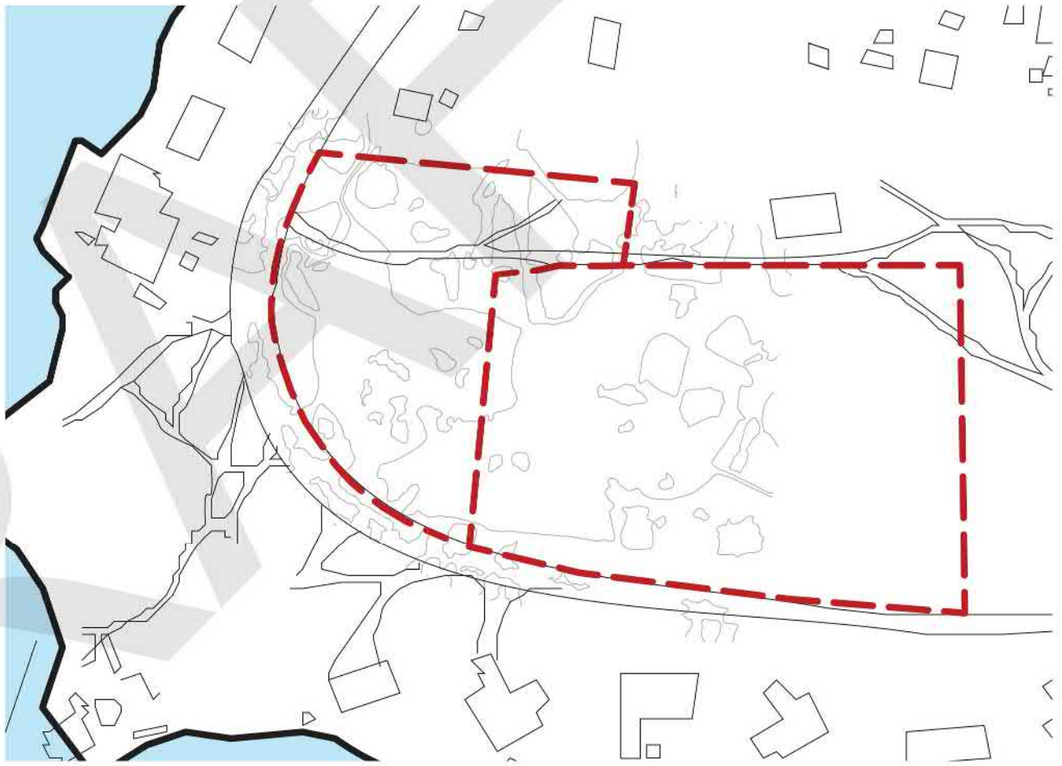

Figure 3. New Betio Hospital Site Survey

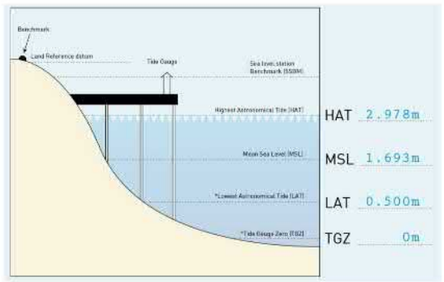

Figure 4. Kiribati Tides

Figure 5. Breadfruit tree, pandanus tree, & coconut tree

Climate & Aspect

Tarawa is situated in the northern hemisphere, at approximately 1.3 degrees north of the equator. As such the climate is tropical with average temperatures of 31oC with minimal temperature oscillations across the different seasons. (Less than 2°C). As shown in figure # the sun path is inclined to the north during the summer solstice and to the south in the winter solstice.

In lieu of seasons, Kiribati experiences wet and dry seasons, running from November to April, and May to October, respectively. Rain fall varies depending on El Niño and La Niña climate pattern. In the wettest years Tarawa has received up to 4000mm of rain while on the driest years with severe draughts rainfall was as little as 150mm.

The dominant winds come from the east and although Tarawa generally does not experience cyclones due to its location close to the equator, it does experience secondary effects because of high winds, generating large swells that invade land. The low-lying profile of the islands make them especially vulnerable to sea level increases because of climate change.

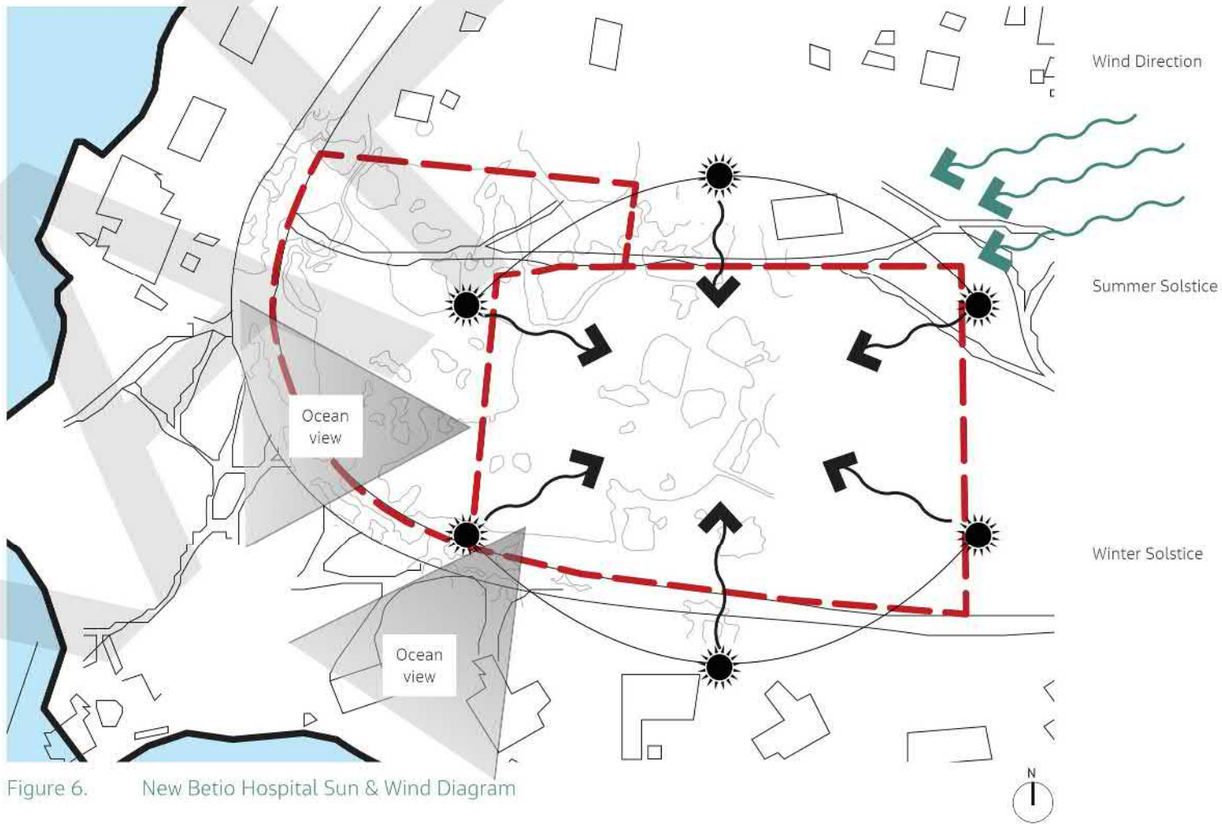

Figure 6. New Betio Hospital Sun & Wind Diagram

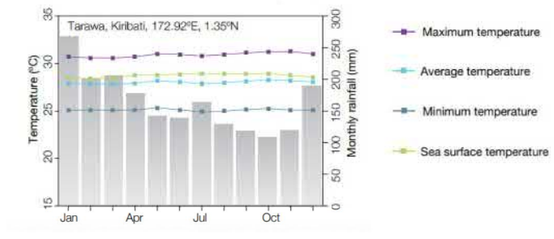

Figure 7. Climate Data, Tarawa Kiribati

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3.2 Preliminary Options

The following preliminary options were developed to explore the departmental adjacencies for NBH. Note, these options were developed on a smaller portion of the proposed site, before extra site was allocated by the Government of Kiribati. This site was considerably smaller in area however the explorations were still beneficial for the following stages where the extra site has been allocated. The three options are described below with strengths and weaknesses.

Option 1 | Inpatient units on upper level

Description

Option 1 shows the inpatient units located on the upper level with the emergency and outpatients departments on the ground floor. The idea for this is to locate the inpatients on the upper floor where natural ventilation and views are better. Ramp is the main accessible method of accessing upper level, stairs are available for more able-bodied public/staff. Ramp has gradual incline which makes it less steep, but longer, so staff with trolleys or patients in beds/wheelchairs have some distance to travel.

Strengths

- Separating the IPUs affords more privacy and security to the inpatients (allows for a better control of the flow of visitors)
- The upper level supplies more outlook and amenity to the patients, which intends to aid in recovery rates/ shorter length of stays.
- Greater ventilation through bedrooms on upper level
- Less sound travelling to bedrooms from ground floor services – offering better respite conditions for patients (greater recovery rates / shorter length of stays)
- Upper level is even further separated from any rare sea level rise/ flooding event.

Weaknesses

- Separation of maternity IPU from emergency department – longer distance to travel in labour emergency
- Back of house functions all on lower level – greater distance to traverse, e.g., Kitchen services travel to IPU.

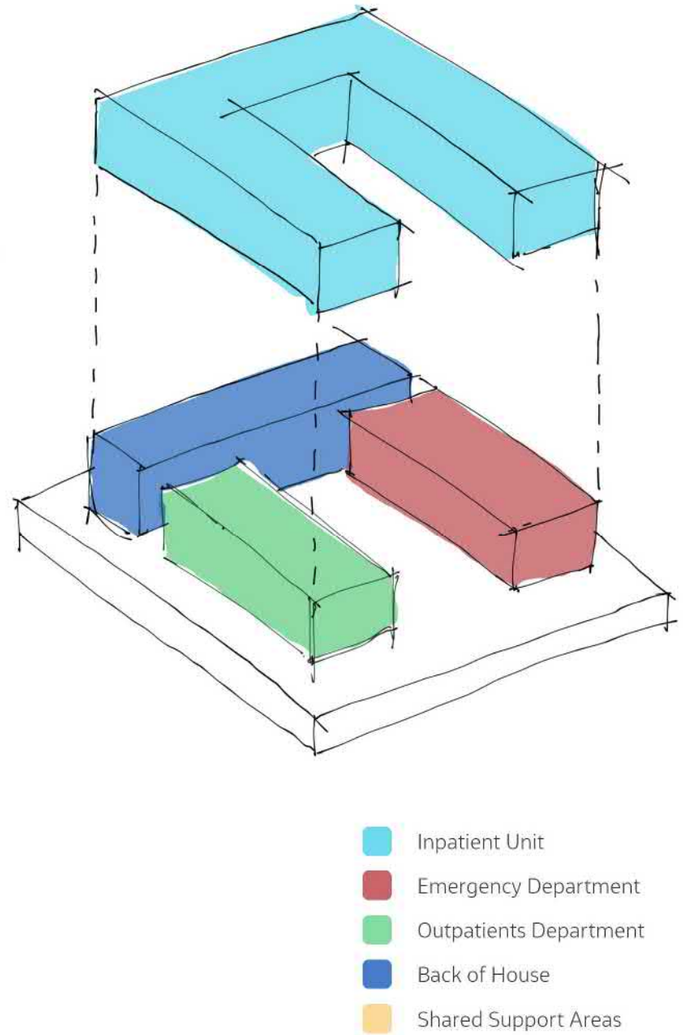

Figure 8. Preliminary Option - Option 1

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Option 2 | Inpatient units between levels

Description

Option 2 shows the inpatient units split over the two levels, vertically stacked over each other, with the maternity IPU being on the ground floor. The emergency department is on the ground floor with the specialised outpatient department stacked on top. Same need for the use of a long gradual ramp.

Strengths

- Closer ED and maternity IPU
- Ability to create some "soft" space on the upper level that can be used in the future for expansion of clinical services.

Weaknesses

- Less natural ventilation and privacy for maternity IPU on ground floor
- Children located with adult inpatients.
- Support services like pharmacy, general stores or CSSD are located on the upper level with a risk of creating some inefficiencies for the logistics services.

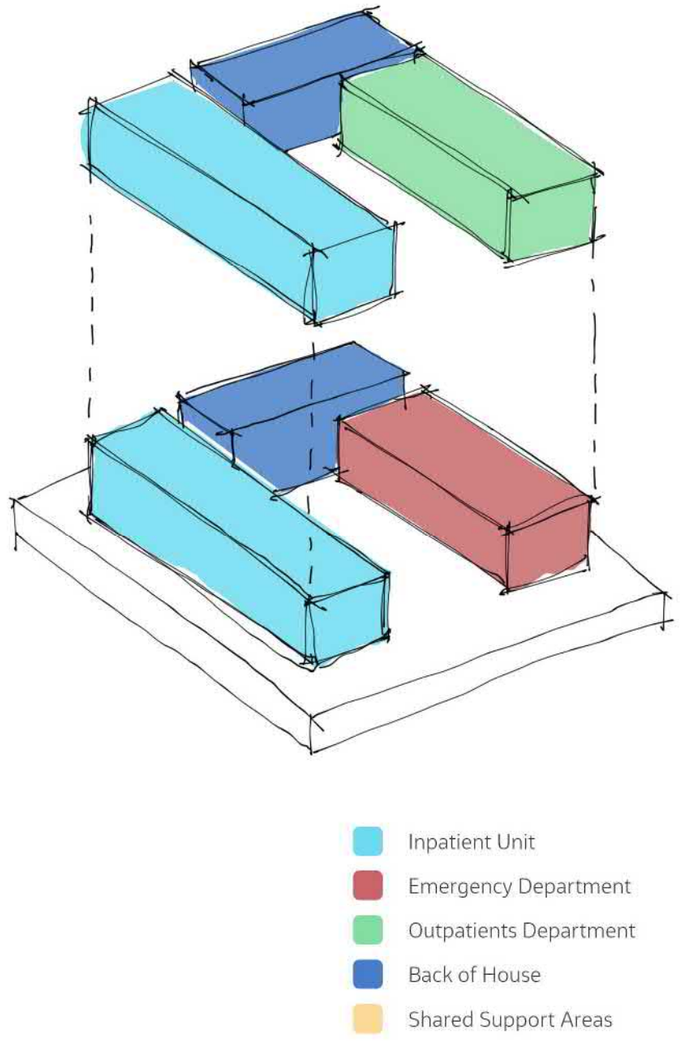

Figure 9. Preliminary Option - Option 2

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Option 3 | All programme on one level

Description

Option 3 explores the hospital programme all on the ground floor – a one level hospital. The more clinical services sit at the front of the site (ED and OPD), with the IPUs sitting behind, and the back of house at the back of the site.

Strengths

- Closer ED and maternity IPU to attend to issues in childbirth more quickly.
- No ramp to traverse to any level, equitable and easy access for all.
- Easier to achieve good clinical flows and easier to expand.

Weaknesses

- While the programme fits on the site area, there is little remaining area for parking, landscape, and driveway access to the site
- No land available for future hospital growth (any growth would need to be vertical)
- Less natural ventilation for the entire site (more barriers to natural ventilation)
- Less privacy and security for patients on site – more difficult for staff to have passive surveillance over the entire hospital.

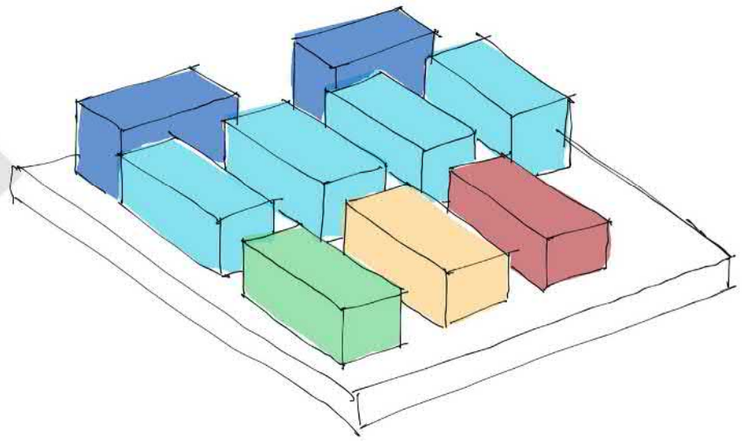

Figure 10. Preliminary Option - Option 3

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3.3 Block & Stack

Of the three options developed during Concept Design, Option 2 was, at this stage, considered by the stakeholders the preferred one. Towards the end of the Concept Design process the Government of Kiribati confirmed extra site allocation after a meeting between MHMS, MELAD, MISE, MFAT and Jacobs hold on the 15th of April at the NZHC office in Bairiki and on Zoom.

The following block and stack was developed using the foundation of option 2 in the preliminary options, however modified to take advantage of the confirmed extra site to improve the flexibility and future expansion strategy for the facility.

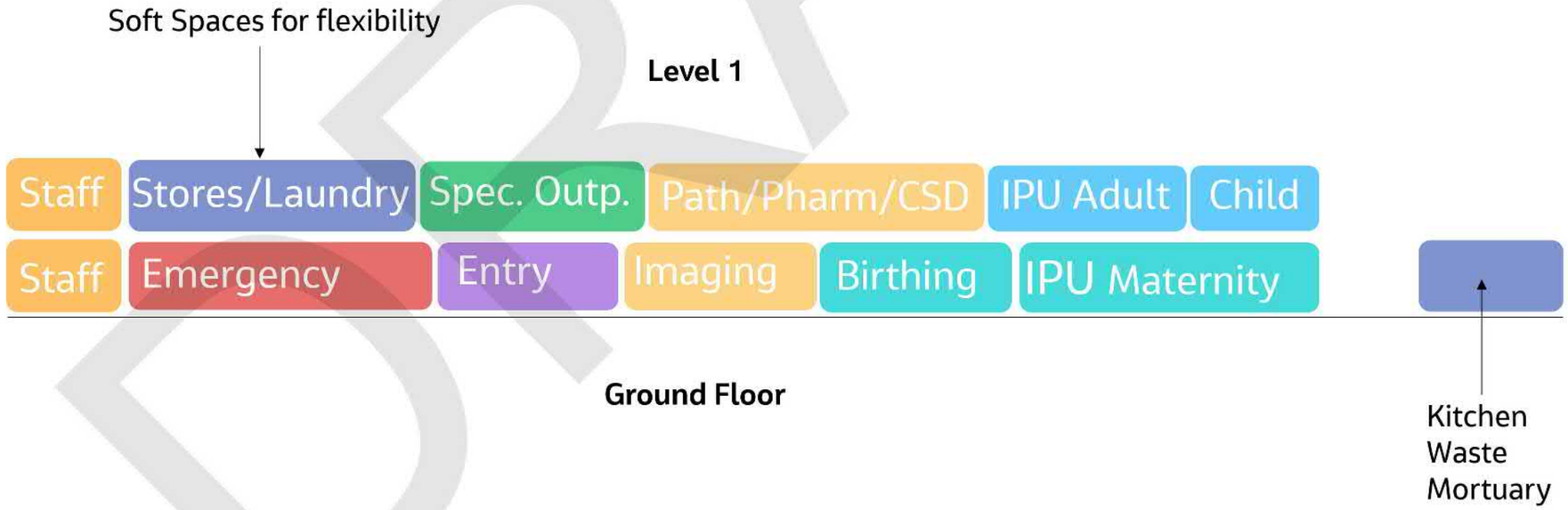

Figure 11. Block and stack section

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Site Plan

The building is organized now around a longitudinal circulation spine that runs parallel to the road. Between that spine and the road are located the areas with public access organized in perpendicular blocks. On the north side of this spine are located most of the support areas with access restricted to staff or accompanied patients. It will also contain those areas that require a controlled environment with mechanical ventilation and aircon systems. And oversized and floating roof will cover the different blocks offering protection from the intense sun and the run but allowing for the free flow of the natural ventilation.

This circulation spine can be easily extended for future hospital expansion stages to maintain good clinical and non-clinical flows for patients and staff within the hospital.

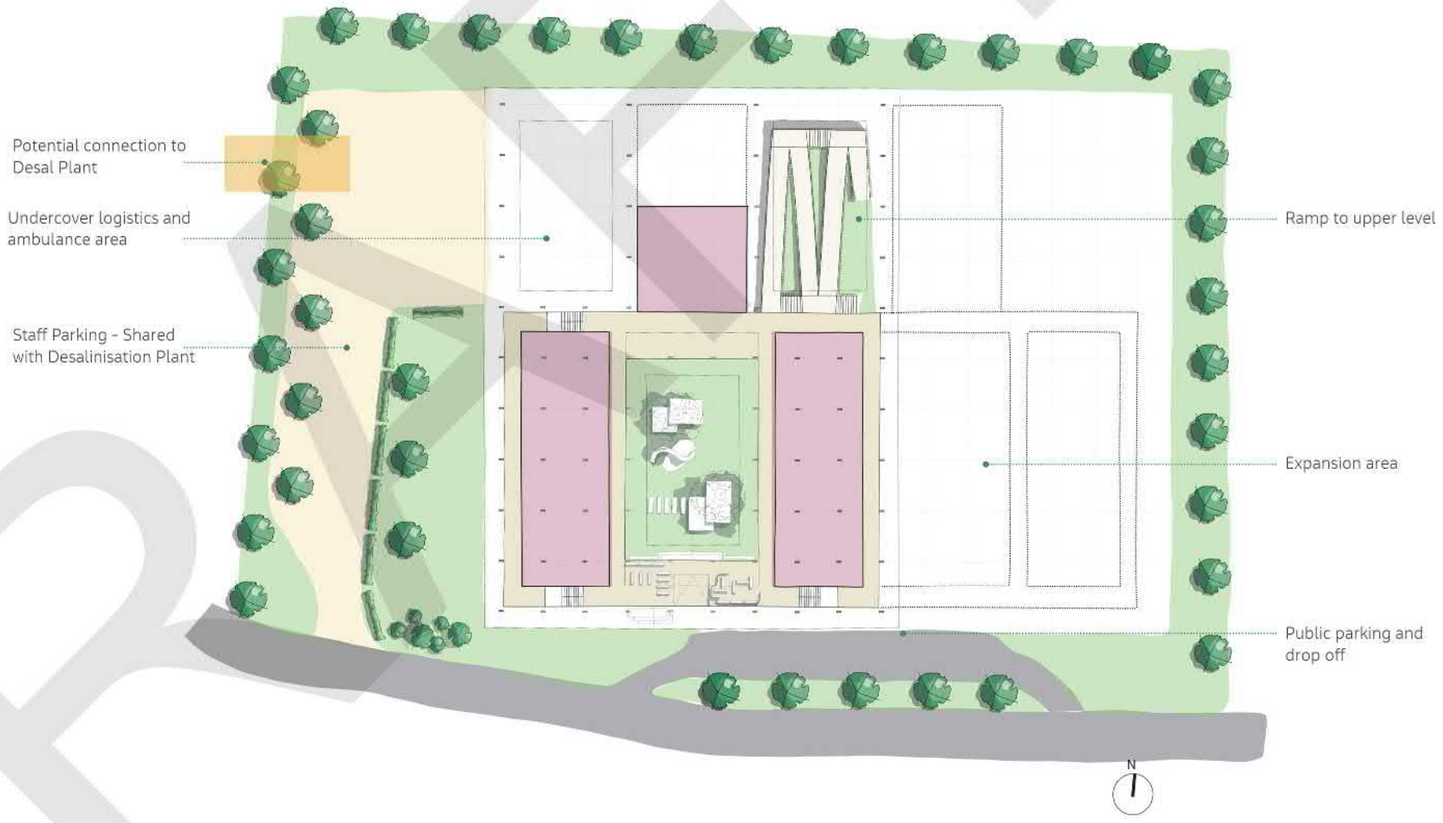

Figure 12. Site plan

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Ground Floor

On the south side of the spine, the ground floor will contain the emergency department and the general outpatients consult rooms on one side and the maternal ward on the other side. Both blocks will be separated by a courtyard that will bring natural light, improve the cross ventilation and provide a high-quality space that can be used by the wider community. This space will also become the central waiting area for the public.

On the north side of the spine will be located a hard standing covered area that will provide a discreet and protected area for ambulances and patient transfer and will also act as loading dock for supplies and logistics. Beside it a third block will contain the medical imaging area and the birthing rooms. This block can be expanded in the future towards the north to cater for space to accommodate potential additional scope. The last element but a key one on this area is the ramp connecting both levels. The current position on the side will become a central location in the medium term once the site is developed at its maximum capacity.

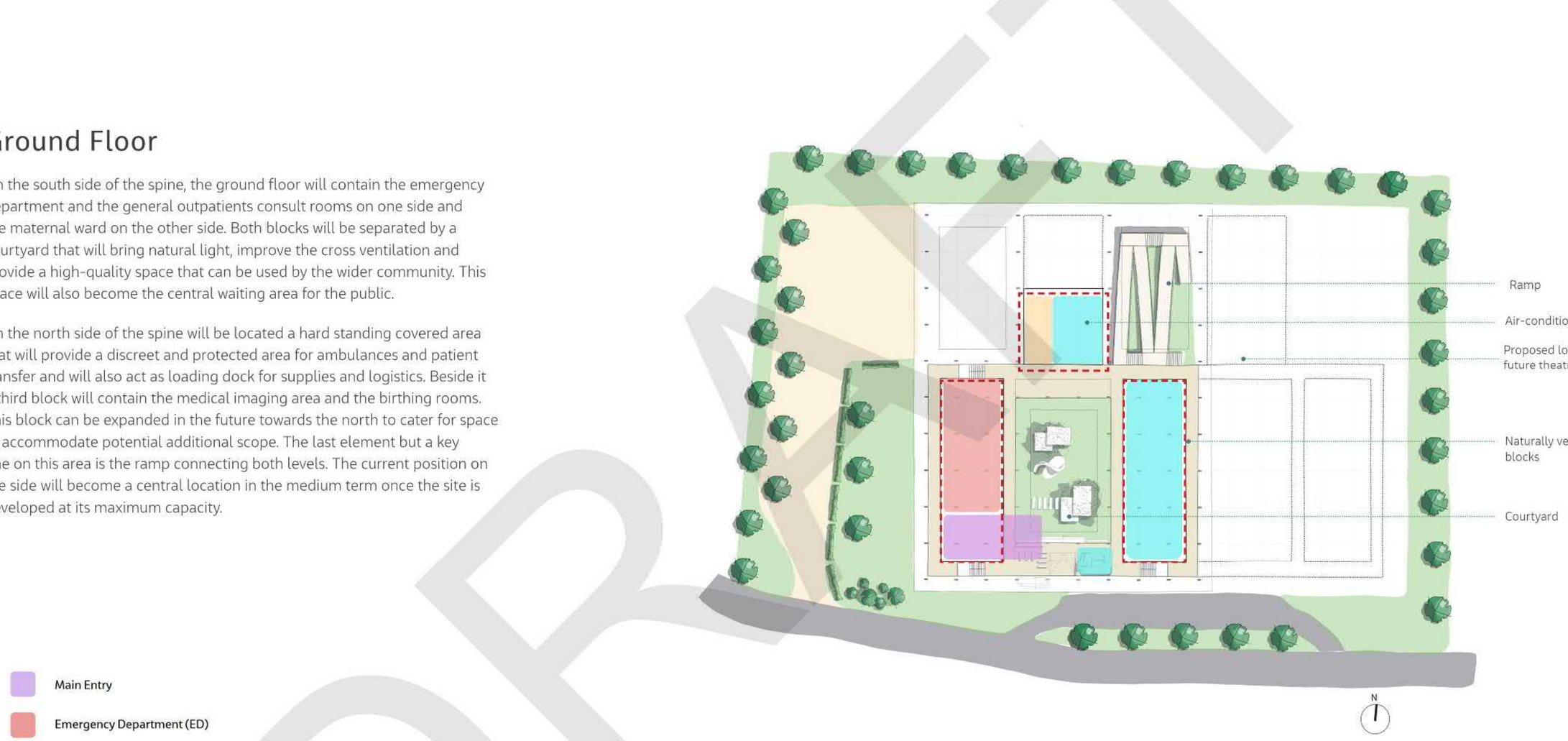

Figure 13. Ground floor plan

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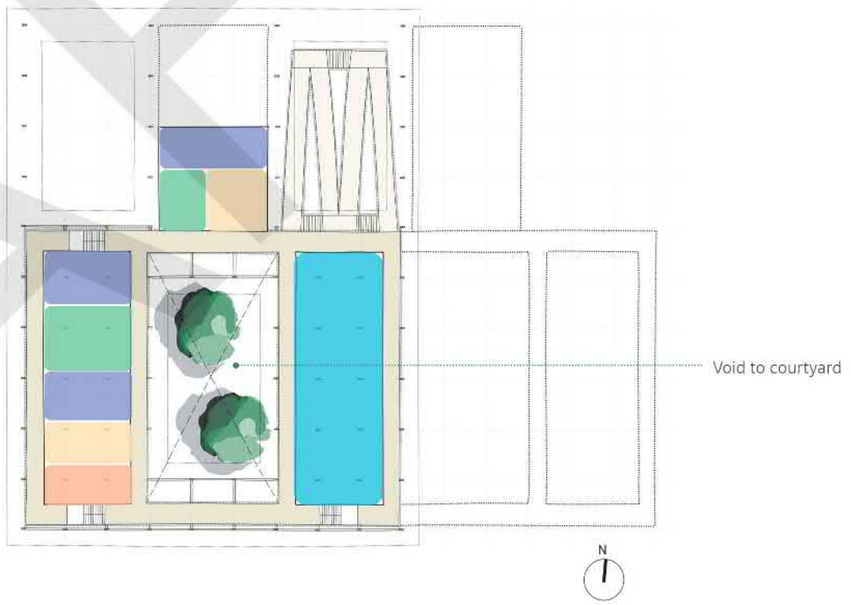
Level One

Level one will be organised on the same three buildings blocks of ground floor. The two located on the south site will contain the adult and the children inpatients areas on one and a mix of uses on the other one. This mixed used will include the specialised outpatients consult rooms and some soft space that can be easily repurposed in the future to accommodate a potentially expanded clinical scope. This "soft" areas include some staff meetings spaces and some non-clinical facility support like equipment and general stores that can, in the future, be easyly transformed and its function decanted to the support areas in the north side of the main corridor. On this stage, the areas located on that north side of the corridor will be Pharmacy general store (with the dispensing counter located on ground floor), Laboratory area and CSSD. (all three areas that will need a controlled environment.)



- Main Entry
- Emergency Department (ED)
- Maternity
- Clinical Support Services
- Facility Support
- Adult/Childrens IPU
- Staff Resources
- Specialist Outpatients Clinic

Figure 14. Level one plan

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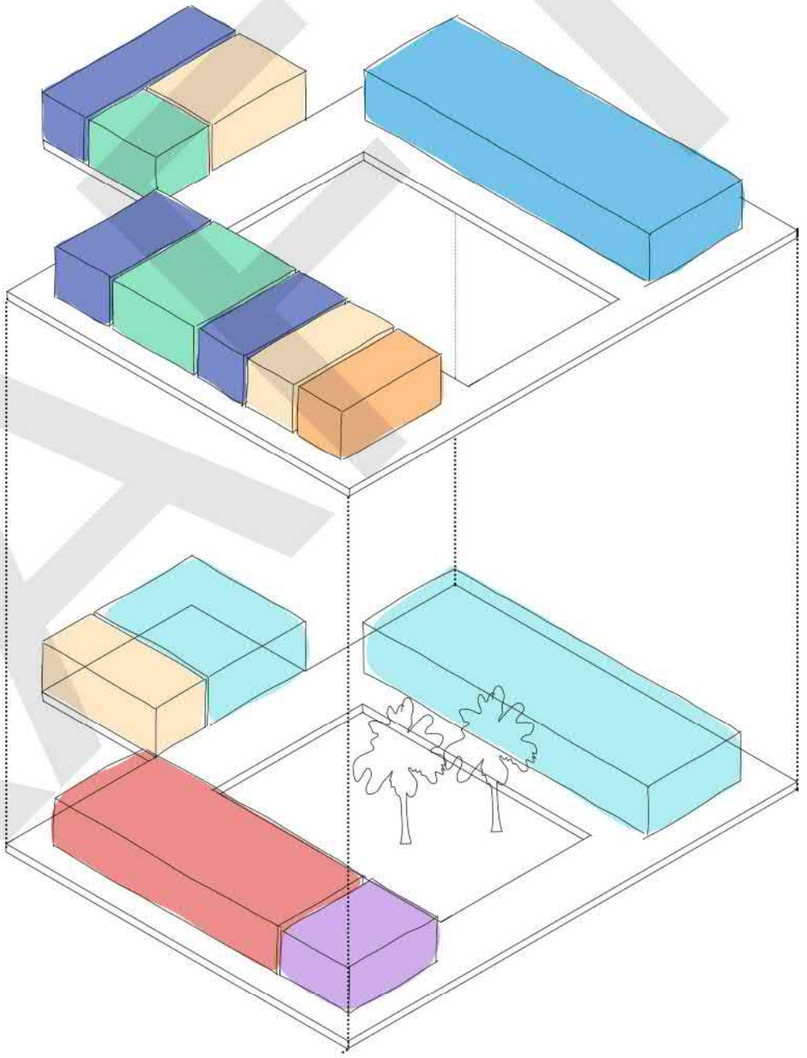
3D View

The 3D view allows to appreciate the vertical organization of the building, the relative position of the different functional areas and their relationship between them and with the central courtyard and the access ramp.



- Main Entry
- Emergency Department (ED)
- Maternity
- Clinical Support Services
- Facility Support
- Adult/Childrens IPU
- Staff Resources
- Specialist Outpatients Clinic

Figure 15. Exploded axonometric

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Sun Shading Studies & Roof Design

The project proposes a canopy roof framed by cross-laminated timber that provides shade and relief from the tropical climate. A central opening in the roof will increase the daylight into the proposed courtyard and the surrounding spaces.

The outcome looked for is to create a light-touch environmental design that provides a huge expanse of shade, beneath which clusters of small buildings are arranged, with perforated, breathable walls, allowing natural cross-ventilation. This large singular roof will also protect the building materials from the elements (sun, wind and rain) increasing their durability and lessening their maintenance.

The roof will also be an active element that collects rain water and covers the energy demands of the facility with a significant photovoltaic installation. Because the site is just over a hundred kilometres north of the equator the angle of the sun path varies from winter to summer from north to south. This will condition the roof angle to be as close to horizontal as possible for an efficient solar energy capture.

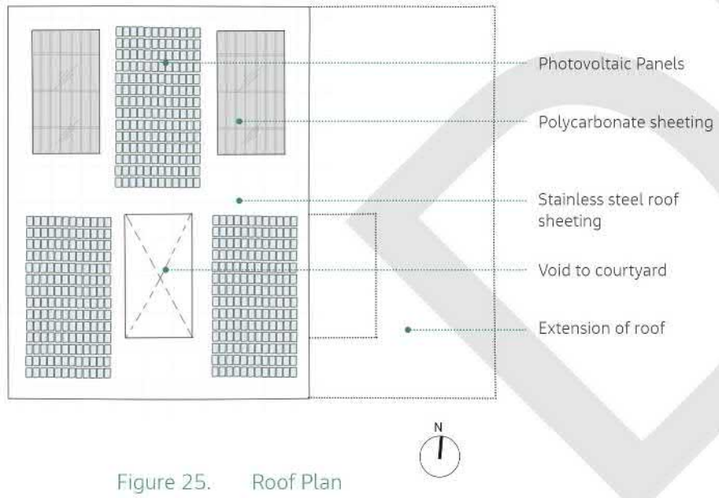

Figure 25. Roof Plan

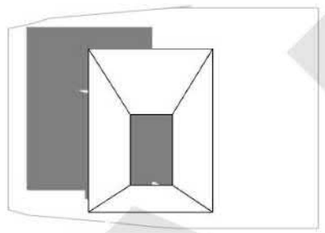

Figure 16. Winter Solstice 9am

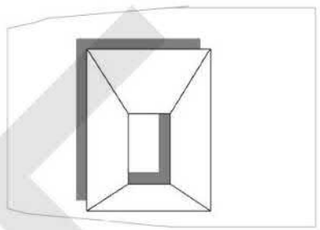

Figure 17. Winter Solstice 12pm

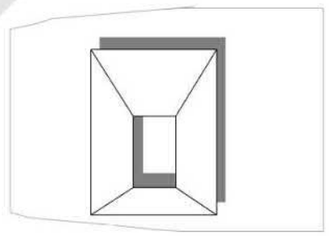

Figure 18. Winter Solstice 3pm

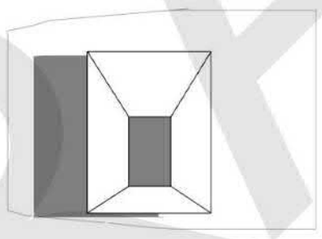

Figure 19. Equinox 9am

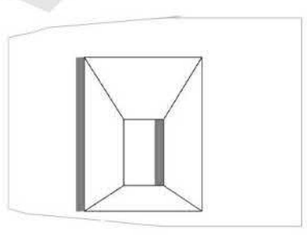

Figure 20. Equinox 12pm

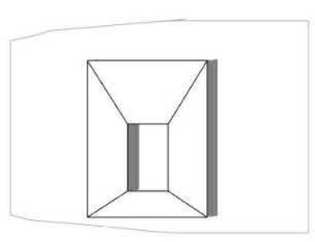

Figure 21. Equinox 3pm

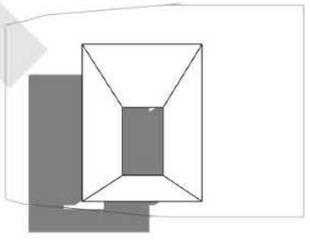

Figure 22. Summer Solstice 9am

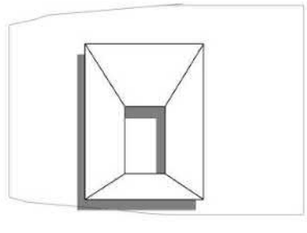

Figure 23. Summer Solstice 12pm

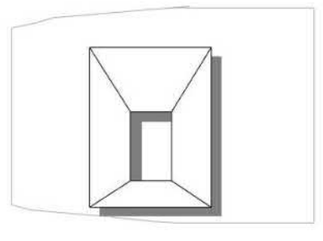

Figure 24. Summer Solstice 3pm

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3.4 Massing

The design strategy has been developed to ensure the building finds a sense of place within the local community and provides for a facility which not only provides clinical care but also acts as a driver for the delivery of improved health services.

The logical development of the massing has evolved so the design responds to the programme requirements (current and predicted future ones) while incorporating climate and aspect considerations of the site. This is reflected on the adjacent diagrams:

A. The proportion of programme area versus the site available on one level as a starting point. (discarding any considerations for access, natural lighting, flows or ventilation)

B. Organising the programme in two levels to reduce impact on site but also improving the public character and importance of the building. This movement also increase the resilience against flooding, improves natural ventilation of the areas on the upper level and offers staff, patients, and visitor better views of the ocean.

C. Breaking the large block into narrower pieces that creates a courtyard (U shape) that allows for an efficient cross ventilation of each finger as their north/south orientation maximise the use of east/west breezes. It also allows for light (lessening the deep floor plate) but more importantly this space offers a warm welcoming and inviting space to wait and interact. The courtyard is a large centralised waiting space which is centred on community, family, and social interaction.

D. The blocks approach allows to set up a strategy for future expansion of the facility that will allow to incorporate additional scope when funding is made available.

E. The low-lying profile of Tarawa plus the expected sea level rise due to climate change will make more common occasional flooding events due to high tides, storms and specially when both are combined. Adding a platform around 600mm above ground will minimise the impact that these events will have on the operation of the facility.

F. The need to connect both levels result on the creation of a ramp. This low gradient ramp is a significant architectural element on itself due to its length. The proposed position will allow for the future growth of the facility while keeping efficient flows.

G. A large floating roof that unifies all the elements and protects them against the elements. A functional roof that supports natural ventilation, offers accommodation for a large array of solar panels, acts as an efficient rain water collector and offers a simplified construction.

Figure 26. A) Programme on site

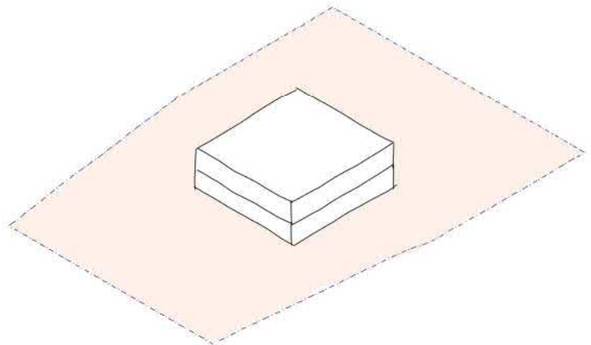

Figure 27. B) Programme over two storeys

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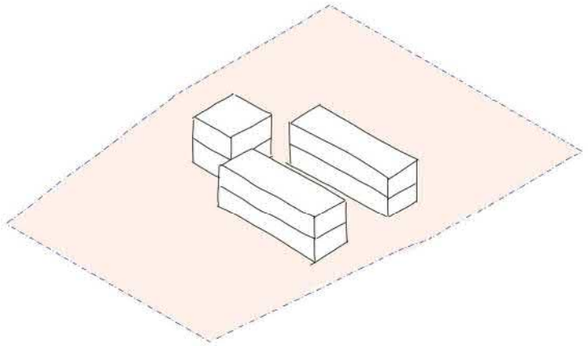

Figure 28. C) Separation of programme

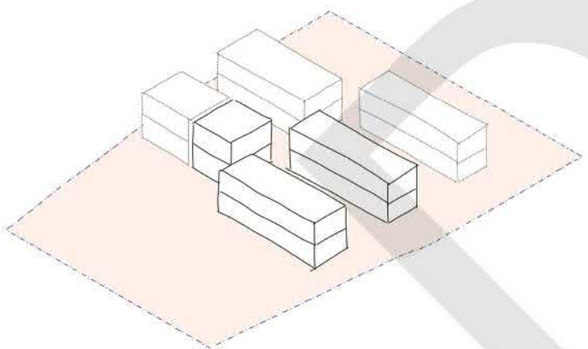

Figure 29. D) Allowance for future extension

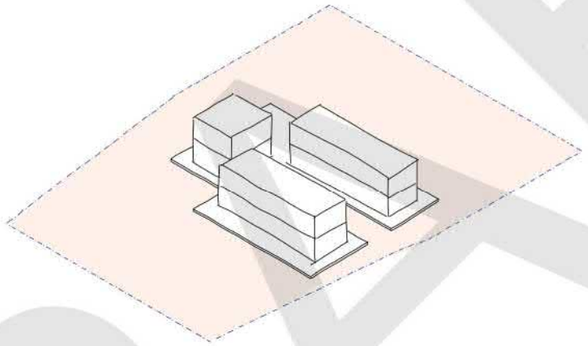

Figure 30. E) Raise programme on plinth

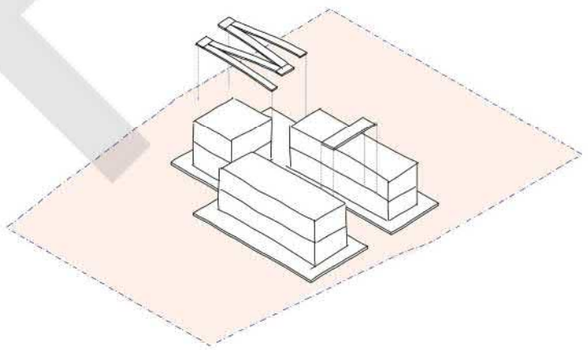

Figure 31. F) Ramp for central circulation

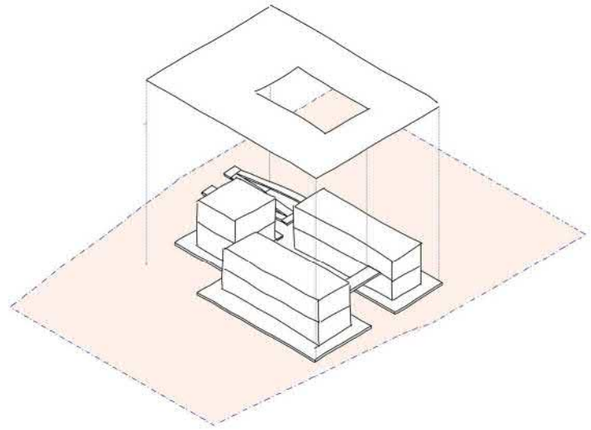

Figure 32. G) Fly roof over programme

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3.5 Futureproofing & Expansion

After the 2018 Masterplan for South Tarawa Hospitals developed by Jacobs, the GoK started working on developing a Role Delineation Draft document that defines the level of services provided on the diverse types of health facilities. This document establishes Betio as a District Hospital and following consultation with the MHMS and the ERG a range of additional scopes items were identified. These additional elements would allow the NBH to provide the level of services established on the Role Delineation Draft Document.

As the project budget was based on the Masterplan scope (and developed prior to the classification of Betio Hospital as a Regional Hospital) this additional scope was not included or accounted for.

To avoid delays that affect the project expected completion date, the Concept Design is being developed with a framework that could allow to incorporate the additional scope as part of a second project phase without impact on the functionality of the facility. This second phase could be concurrent to this original phase if funding becomes available soon or could be developed later otherwise.

The strategy is based on the following three key principles:

- Create a repetitive structure, with standard grids that allow the building to accommodate different uses as needed.
- Create a main circulation spine from which the different services hang. This spine that runs east/west allows the project to growth and add additional blocks to the facility.
- Integrated soft spaces between the clinical functions. Soft spaces are spaces with functions that can be transferred to other locations on the facility to allow the clinical functions to growth with minimal impact on existing configurations.

Figure 33. Ground floor plan - expansion opportunities

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3.6 Site Access, Wayfinding, & Circulation

As the site only has one boundary adjacent to the public road on the south, the hospital programme has been divided so that the more public spaces (entry, ED, IPUs, and OPD) are accessible from this road, and the more private staff-oriented spaces (clinical and non-clinical support services) are located to the north of the site which has more restricted access.

A new access road and parking area is proposed to the west of the site for shared use between the neighbouring desalination plant and the hospital. The access road will service the logistics area at the north of the site and provide an emergency access point.

In between the public and private areas runs an east-west circulation spine on both ground floor and level 1, connecting each of the departments and informally separating public and private areas. The spine can also be cleanly extended to the east to integrate future expansion of the hospital. There is a low gradient ramp (1:20) that connects the lower and upper circulation spines, which creates an accessible path of travel for the movement of trolleys, beds, and for those in wheelchairs. There are additional stairs scattered along the spine for ease of movement between levels.

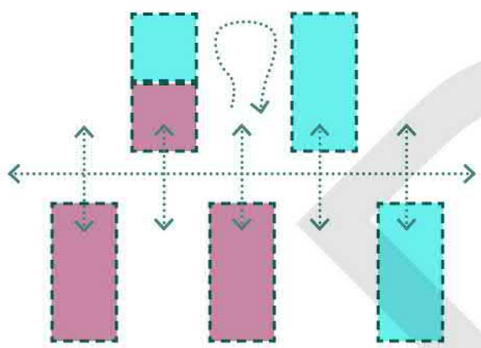


Figure 34. Circulation spine diagram

Public Access

The two-story building makes the building stand out among the lower surrounding houses. This allows for the building to be seen from far away becoming a landmark on its own.

The public access will be located in the front of the building, facing the main road but separated from it by a drop off / public parking area. The open courtyard creates a soft transition into the building, the main waiting area situated between the courtyard and the main access is protected from the sun and the rain but open, blurring the lines between outdoor and indoor. This external waiting area, with good airflow and enough space to distance waiting patients improves the conditions for infectious disease control.

The current project phase will be organised around this entry courtyard, providing to visitors, patients, and staff an intuitive wayfinding strategy. Two open stairs on the front of the building, two on the back plus a low gradient accessible ramp will connect the ground level with the upper one.

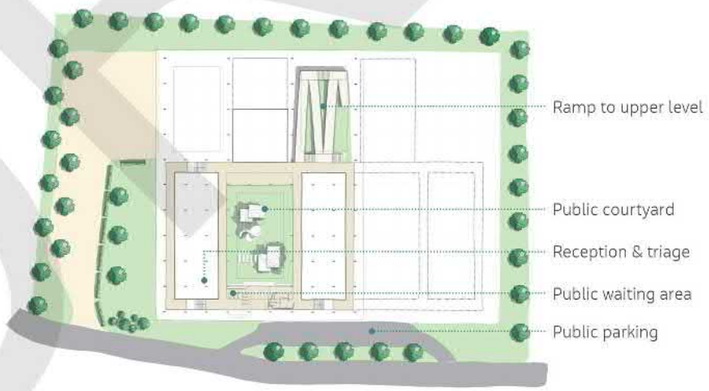


Figure 35. Public access to NBH

Emergency Access

The access for the ambulance and emergency services will be located to the north west of the site. A side road allows access to the staff parking, the logistics area, and the emergency services. On the back of the Emergency Department, a covered hardstand area, creates a discreet and protected space for ambulances and patient transfer. A direct access to the resuscitation bay from this area will improve the response times on critical situations.

The general public will access the ED from the main entry at the south of the site. The reception will be supported by the triage desk and central waiting space. After the triage process, and depending on the nurse assessment, patients may be;

- directed to return to the waiting area,
- directed to the outpatients consult rooms for further assessment, or
- be admitted into one of the 6 short term beds on the same emergency department.

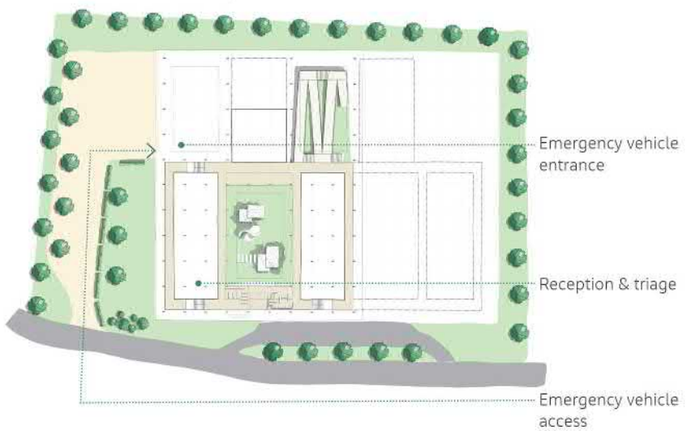


Figure 36. Emergency access at NBH

Staff Circulation

The small scale of the project does not allow for a full separation of clinical, logistics and public flows between the different departments but it is intended to allow for a staff and patient only circulation within the internal layouts once these are defined in the next design phase. To allow for this, each unit will be organised as a controlled space in which only staff, patients and approved visitors have access.

Logistics Access

Logistics and supplies will be centralised on the back of the site. The undercover external area situated on the north-west of the site adjacent to staff parking will act as loading dock for the receival and dispatch of materials and supplies. From this area, and using the central east-west circulation spine and ramp, the different products will be distributed to all departments.

Patient Journeys

Maternity

In the current block and stack, the maternity department will be located on ground floor opposite to the Emergency Department. From the main entry to the hospital there will be access to a waiting space linked to the maternity consult room. Pre-natal beds will follow with post-natal beds collocated - this will allow for extra flexibility on the use of beds depending on varying patient demand. From the pre-natal ward area, patients will be taken to the birthing rooms that are located on the north side of the main spine, for a higher degree of privacy. A post-natal lounge in close proximity to the birthing rooms will allow for mothers and babies to spend some time together before been transferred to the post-natal wards.

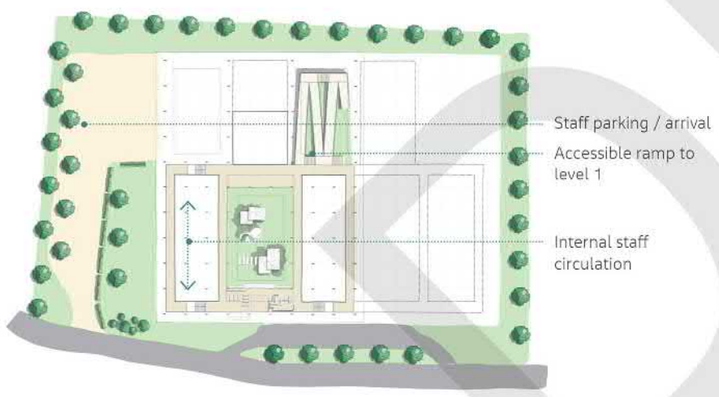


Figure 37. Staff circulation at NBH

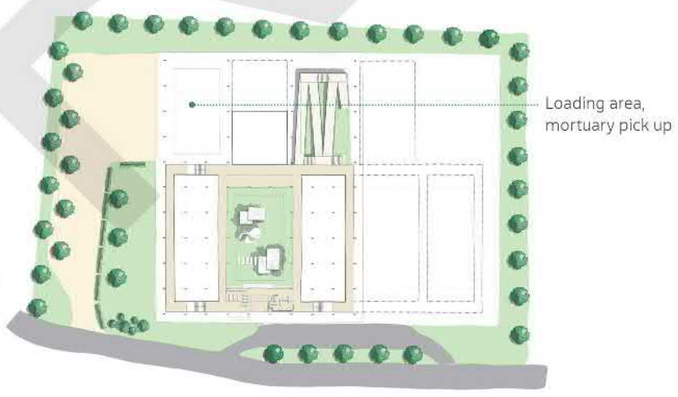


Figure 38. Logistics access to NBH

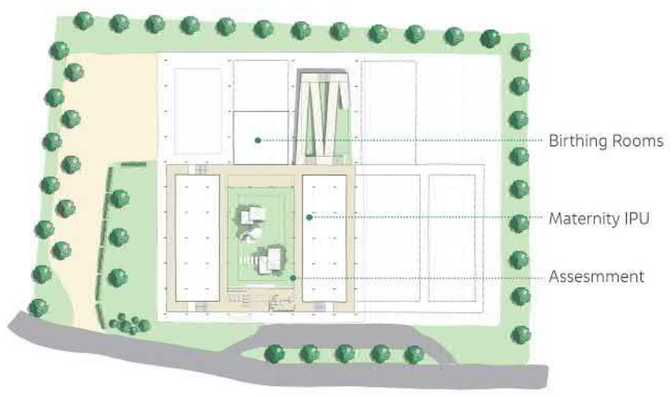


Figure 39. Patient Journey - Maternity

Emergency

The public will access ED from the clearly visible reception and triage area at the front (south) of the building, next to the main waiting area. From the triage, patients may move to the OPD consult rooms for a doctor's assessment, or may be admitted into the short term stay area for up to 23 hours while the diagnostic is confirmed. If a patient is not discharged during that time, they may be transfer to TCH for further assessment or to the one of the IPUs if the diagnostic is clear and the patient can be treated at NBH. The medical imaging area with Xray and OPG machines will be located on the back of the main circulation spine but with direct access to ED for an efficient patient flow. Lab services will be located on the upper level but is expected that sample collection can be done directly in the ED.

Acute patients that may arrive by ambulance will access from the northern end of ED to separate acute patients from those with minor complications. From here, those patients may be placed in the resuscitation bay (when required) or in the short-term bays.

The circulation spine that traverses the building will allow to set up a direct access to a potential future theatre from emergency for any emergency intervention.

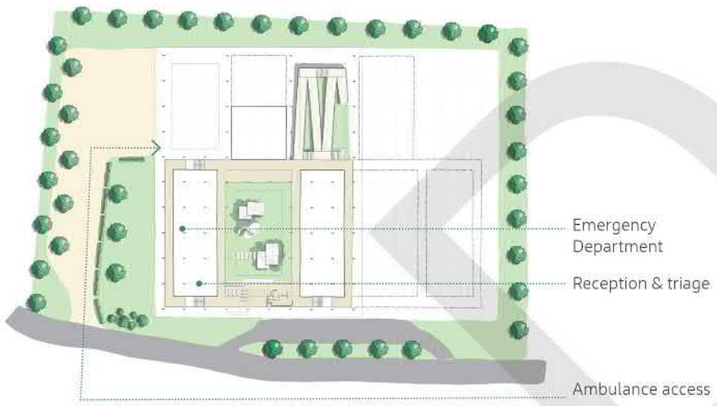


Figure 40. Patient Journey - Emergency

Outpatients

General outpatients for planned and unplanned activity will be located in ground floor integrated within the Emergency Department. This will allow the use of the outpatient consult rooms for unplanned activity and emergency presentations that do not need to be admitted into the Emergency Department. This workflow will free available beds on the emergency department for those patients that require them, potentially improving the capacity of ED and reducing overall waiting times.

Planned specialist outpatient's activity will take place on the upper level, although the first point of contact for a patient will be the main reception in ground floor. From there, patients will be directed to the most suitable waiting space until their appointment.

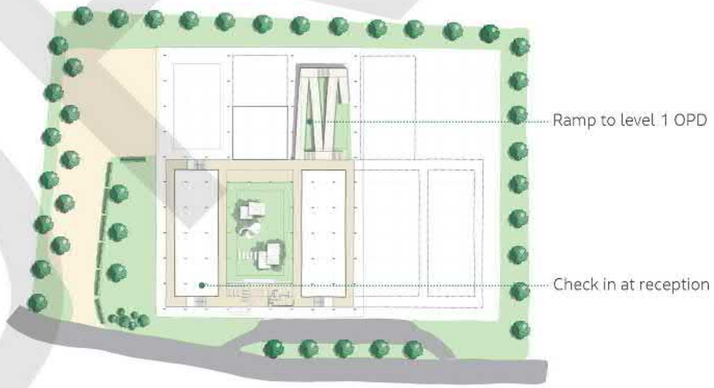


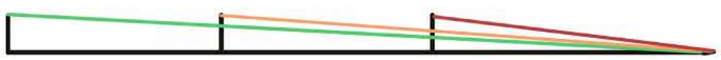
Figure 41. Patient Journey - Outpatients

DDA Compliance

There are few buildings where full accessibility is more important than in a healthcare facility. It is not only some type of temporary limitation or restriction of mobility. Kiribati National Building Code regulates the minimum parameters needed in terms of accessibility on section NDP3 & ND3 – Access for People with Disabilities.

- NDP3 refers to the Performance requirements that are defined as follows: "People with disabilities must have the facility to gain reasonable access to buildings so that they are not at any material disadvantage when compared with others".
- ND3 define the Deemed-To-Satisfy-Provisions that are focused on defining the access to buildings (Section ND3.2) by means of a continuous path of travel (as defined by AS1428.1) and the Parts of Buildings to be Accessible (Section ND3.3) establishing that Access, finishes and fittings required by this part must comply at least with the provisions of AS 1428.1.

The project presents two main challenges to ensure the required accessibility is provided, one is placing the ground floor level around 600mm over the street level and the second and more challenging is the organisation of the facility in two levels. The usual approach in a healthcare facility would be to provide at least two lifts to ensure accessible access even when one of the lifts is down for repair or regular maintenance. In the case of Kiribati, the lack of an existing industry for lift installation, regular maintenance and repairs makes this possibility non-viable as it would create a substantial risk non only for accessibility but also for patients and regular hospital operation. The solution proposed is them to use ramps to provide both, access to ground floor from the street level and access to Level 1 from there. An accessible ramp of this length would need to have a gradient not steeper than 1 in 14 but because the proposed ramp will also be used for movement of beds, materials, and general logistics between levels we propose to use a very gentle gradient of at least 1 in 20.



1:20 Ramp (green) vs a 1:14 typical accessible ramp (orange) and 1:8 Kerb ramp (red)

Figure 42. Ramp Diagram

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3.7 Sustainability Strategies

As noted in section 1.3, one of the main design principles for NBH is 'sustainability'. This refers to all three pillars of sustainability; environmental, social, and economic. The following sections outline the aspirations and design strategies that set out to achieve a high level of sustainability in all three areas.

Strategies for Economic Sustainability

Economic sustainability is tied to the desired financial prosperity for I-Kiribati people. At a macro level, poor health outcomes are linked to poverty, and thus any improvement of health outcomes from the NBH facility should coincide with wealth generation. At a micro level, there are various costs involved for the NBH facility, each having a different impact on the design.

Building the hospital

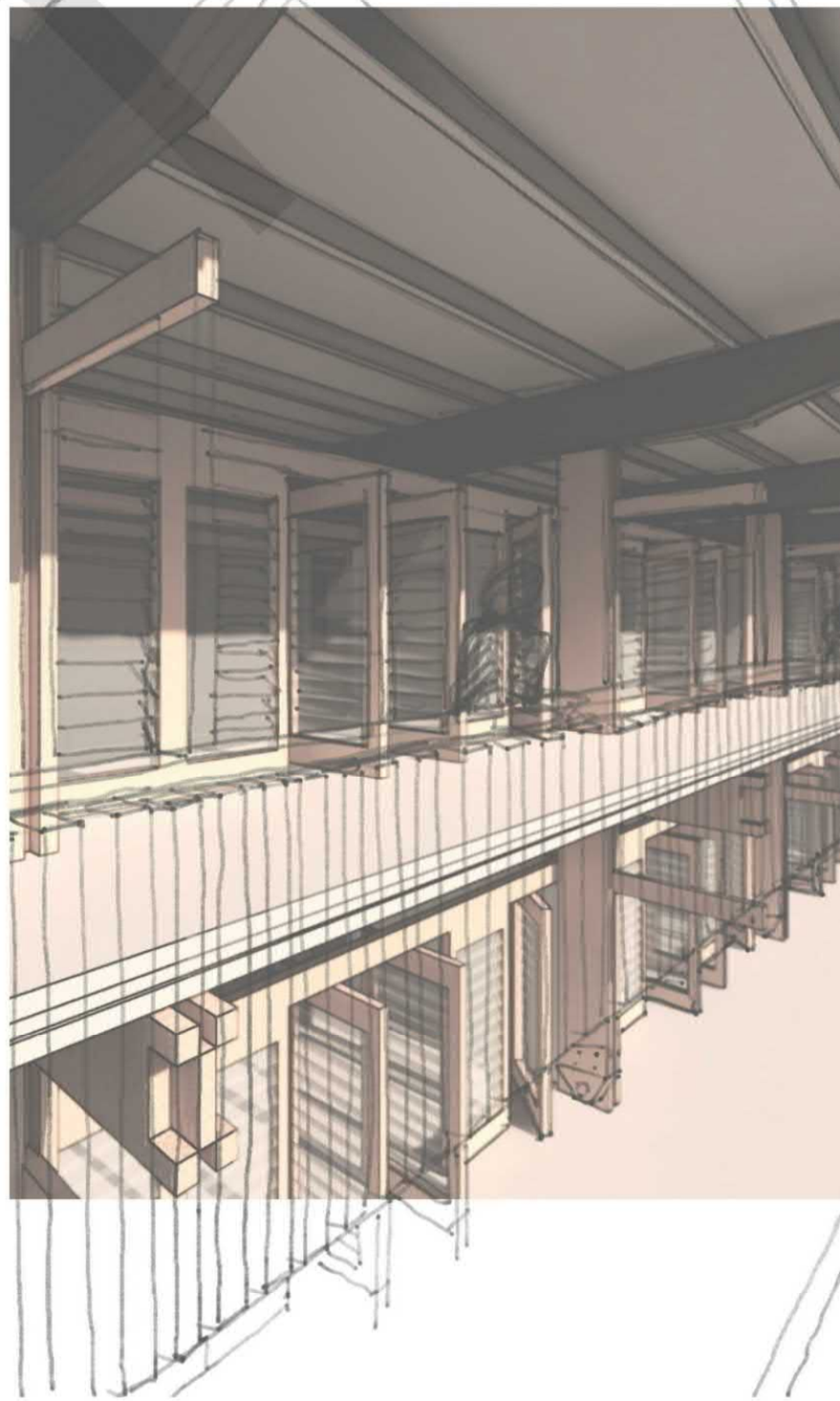
- As building materials cannot be purchased locally, the design must consider material and shipping costs, further discussed in section 3.8.
- Capacity building through construction increases skilled workers and supports local employment, in turn improving I-Kiribati economic outcomes, as opposed to employing an entirely external construction team where salaries would be taken offshore.

Running the hospital

- Capacity building through clinical work with improved facilities for learning creates highly skilled workers
- Improved storage for medication to reduce wastage, saving costs for replacement medication
- Energy costs decreased with renewable energy sources, and efficiently designed structures to reduce need for mechanical ventilation (refer to environmental sustainability)
- Reduced water costs due to rainwater collection, and proximity of desalination plant (refer to environmental sustainability)

Cost of expanding the hospital

- Designing the building in a way that facilitates flexibility and expansion in a cost-effective way ie. minimising waste in expansion



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Strategies for Social Sustainability

Social sustainability is inherently significant for the NBH project, as the facility seeks to sustain human life and improve health outcomes for all I-Kiribati people. At a baseline, this means improving the recovery rates for patients, and this is directly and indirectly affected by various design strategies. As shown in figure #, there are many elements of social sustainability that can be linked to design.

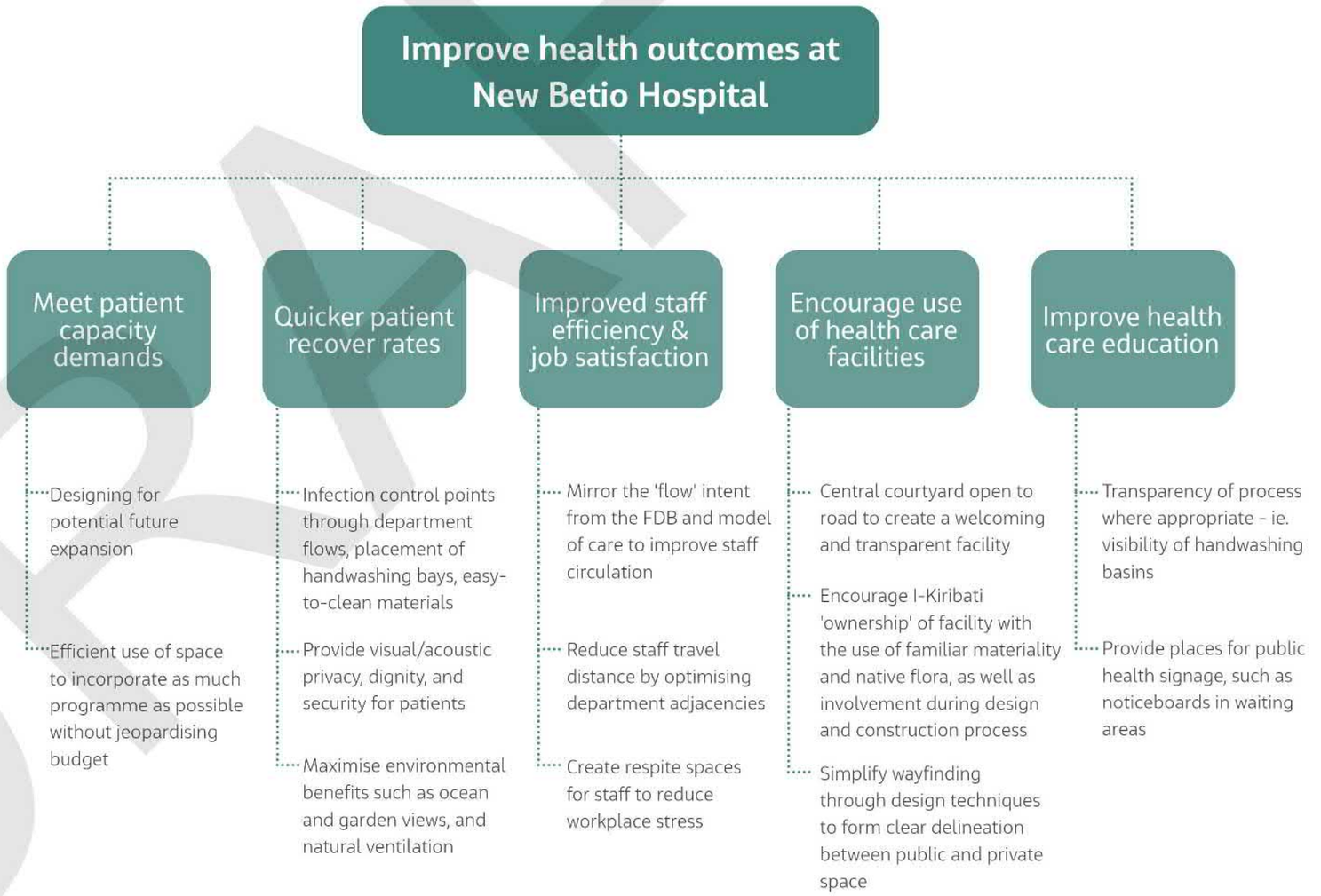


Figure 43. Social sustainability design strategies

Strategies for Environmental Sustainability

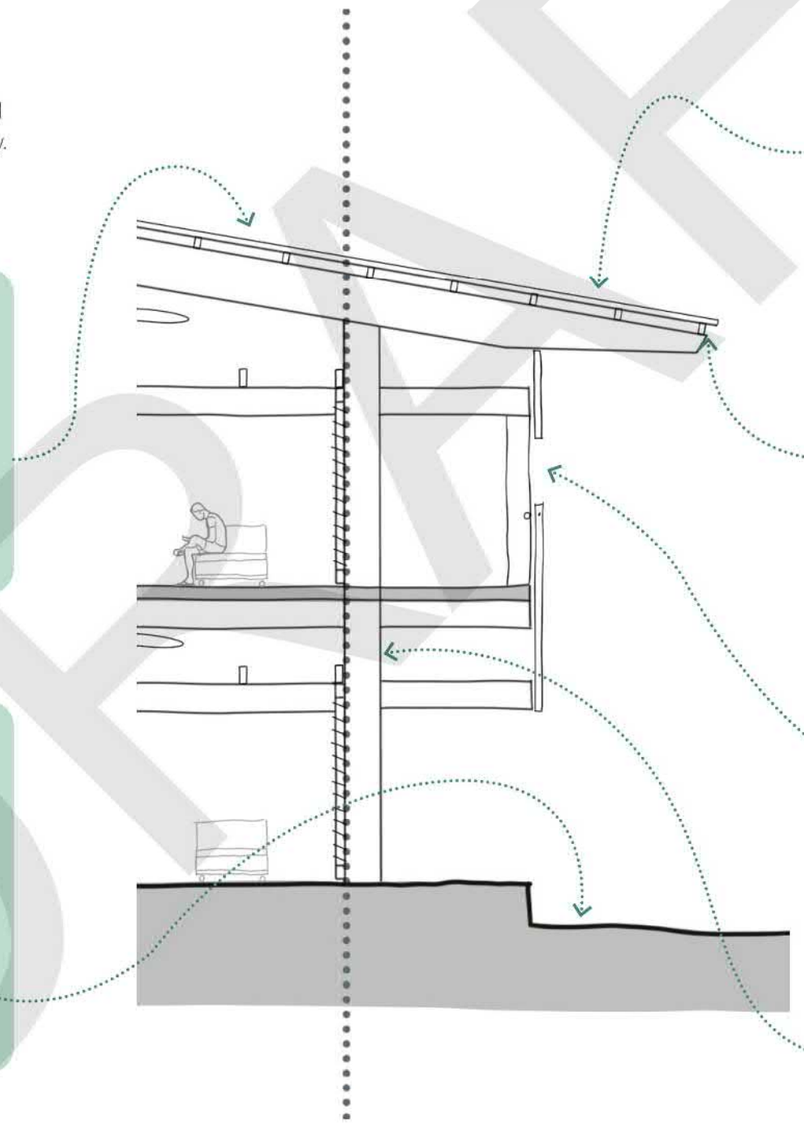
There are a series of passive and active strategies in the Concept Design aimed at incorporating environmental sustainability as per the design principles established for the hospital. Each of these strategies attempts to work with the natural environment to create optimal conditions for staff and patient comfort, while minimising any negative impact on native biodiversity.

Renewable Energy

The roof design will be further developed in future design stages, however it is intended to complement the installation of photovoltaic cells allowing capture of solar energy. The pitch of the roof must be considered in conjunction with the sun angle for the location on the equator for optimum energy capture. This system requires an inverter/ battery for energy storage on site, and will replace the fossil fuel diesel generator currently powering Betio Hospital.

Landscaping

the landscape strategy will need to be further developed in next design stages to accommodate for poor soil quality and declining flora growth in Kiribati as outlined in section 3.2. The intention at this early concept stage is to reintroduce native flora species to the landscaped areas surrounding the built form in an attempt to improve biodiversity on the site. This flora will contribute to passively cooling the building through strategic planting locations, and will be irrigated with collected rainwater. Refer to section 3.10 below for more detail.



Sun shading

Large eaves on the fly roof protects built mass and occupants from sunlight. Keeping materials in shade prevents them absorbing heat and keeps them cool year-round.

Rainwater Harvesting

As noted in section 3.2, Kiribati can experience intermittent drought due to a lack of clean water. In addition to the new desalination plant adjacent to the site which will provide clean water to NBH, rainwater collection will supplement the water supply for irrigation and toilets. Roof and hydraulic design will optimise rainwater collection on site.

Natural Ventilation

Narrow blocks have been oriented north-south to maximise the east-west breeze through the structure. Air flow permeates the façade through louvred windows, and operable screens. The fly roof allows for extraction of hot air from programmed spaces.

Materiality

As outlined in section 3.9 below, the proposed materials are carefully selected with a high percentage of renewable materials, supplemented by non-renewable materials, all with high durability and longevity to create a sustainable structure

Hierarchy of Spaces

The hierarchy of spaces were developed as a way of grouping the environmental and design requirements for each space, and to ensure the clinical spaces are prioritised in materiality and services over less clinical spaces. While the individual rooms in each category will differ slightly in design, they share similar characteristics in terms of ventilation, weather protection, privacy and/or transparency, infection control, aspect and outlook, and public vs staff only space (wayfinding).

Figure 44. Air-conditioned spaces

Air-conditioned spaces – spaces requiring high levels of infection control and sanitation, or requiring controlled temperatures like Labs or pharmacy stores.

Figure 45. Enclosed spaces

Enclosed spaces - non-air-conditioned spaces with varying degrees of operable windows for ventilation, specifically for spaces with elements of privacy, cleanliness, vermin control, and/or security

Figure 46. Semi-enclosed spaces

Semi-enclosed spaces – screenings and large openings in walls in various configurations for increased ventilation, specifically for spaces that require less privacy.

Figure 47. Covered spaces

Covered spaces - these are associated to the circulation and waiting areas where people are required to be sheltered from the weather and elements but allows for transparency and maximising the outlook/aspect/views.

3.8 Materiality

Current Constraints

Climatic conditions and difficulty in facility maintenance have caused issues with materials at the current Betio Hospital, as explained in the Condition Assessment Report issued in 2018. The following images indicate some of the materiality issues experienced at Betio Hospital.

Figure 48. Current Betio Hospital - material and wall damage

Figure 54. Current Betio Hospital - soil & pavement deterioration

Figure 50. Current Betio Hospital - explosed electrical wires

Figure 52. Current Betio Hospital - mould

Figure 53. Current Betio Hospital - water damage

Figure 51. Current Betio Hospital - damaged & uneven vinyl

Figure 49. Current Betio Hospital - rust

Selection Criteria

These issues have informed the development of specific criteria with which to select materials for the NBH noting the issues on current facilities. The materials for the new facility should be:

- Durable and with minimal maintenance (or low skilled maintenance)
- Appropriate for infection control - Easy to clean
- Appropriate for marine climates
- From sustainable sourced materials
- Able to be transported to Kiribati using commercial containers sizes, and then transported from port to site.
- Relative ease of constructability (due to remote site location)

Potential Products

Polished concrete podium

Concrete has great application in marine environments IF it is correctly constructed. Must have correct ratios for a dense, unabsorbent concrete, and steel reinforcements must have right coverage to prevent corrosion. This is the part of the structure that attempts to mitigate climate change impacts (sea level rise) and so should be able to withstand constant sea water interaction. A polished finish on internal spaces will allow for a long-lasting surface that is easy to clean and maintain.

Cross-laminated timber structure

Cross laminated timber is an engineered timber solution that may support the project sustainable goals, offer an easy and fast construction system and with the correct treatment and detailing can be great for marine environment. It's also a warm material, a modern version of the exposed timber in traditional maneaba design.

Roof sheeting

A stainless steel profile (like SuperDura product) or high strengh marine grade aluminium (like Permalite) for close proximity to marine environment

Glass / louvres

Frosted glass in areas for privacy, and louvres for ventilation. Policarbonate glazing products could also be studied as a less fragile alternative

Operable screens / traditional materials

Use of traditional materials and methods (sun shading and screen elements) to incorporate more vernacular design and local ownership of building

Blockwork

Potential use of local blockwork for the construction of non load bearing walls and to improve the thermal mass and sound insulation of key air-conditioned spaces like birthing rooms, theatres, labs...

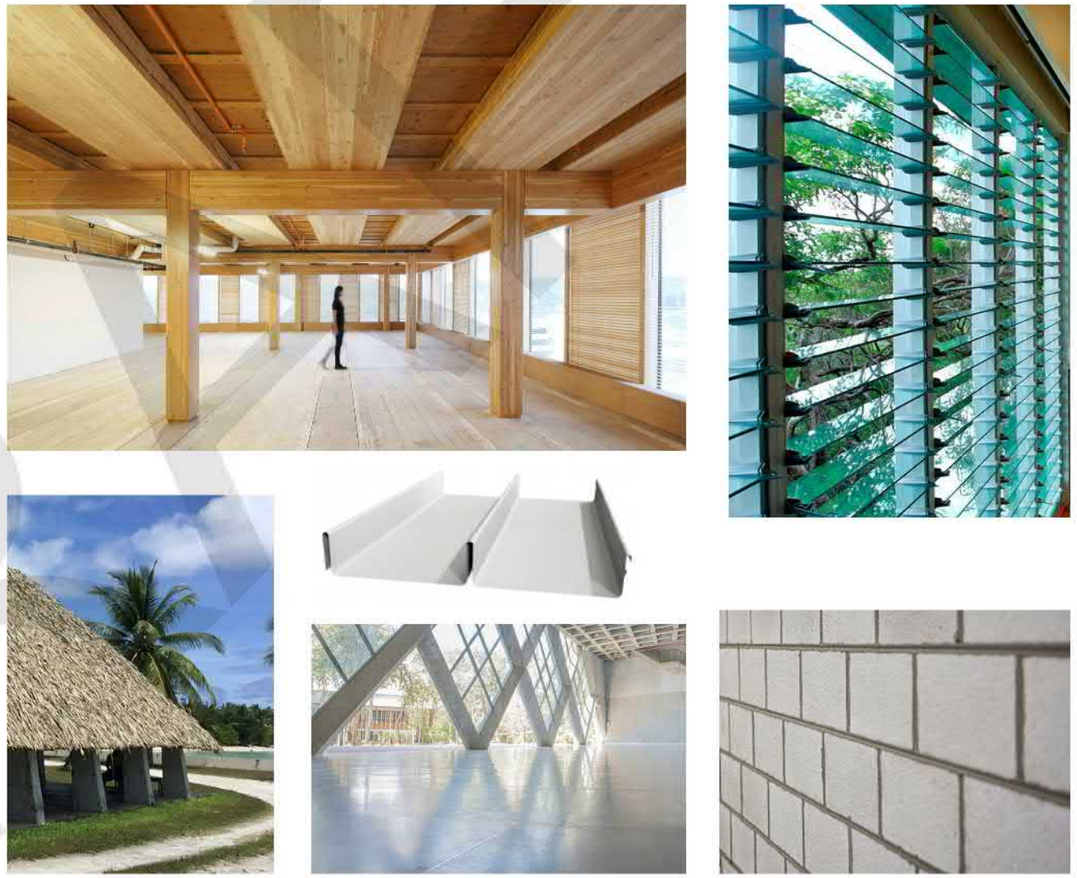


Figure 55. Proposed materials

(Cross Laminated Timber, glass, block work, polished concrete flooring, marine grade roofing combined with traditional materials)

3.9 Landscaping

It is common for new building construction to contribute to the loss of biodiversity on a given site, however the landscape design of NBH attempts to achieve the opposite; foster the growth and development of flora and fauna. This is especially significant in Kiribati, as presently the terrestrial flora is waning due to the alkalinity of the soil.

Further investigation will need to be undertaken during the next stages of design to determine the soil quality on the site which will directly impact which species of flora are chosen for the landscape design. At this early concept stage, it can only be noted that the flora is intended to be native species.

Figure # indicates the proposed landscape strategy for NBH.

The design intends to use native species of flora to:

- Complement the amenity of outdoor spaces (waiting areas, play areas, respite areas)
- Improve patient recovery – link between nature and positive health and wellbeing outcomes.
- Improve staff health and wellbeing
- Give the facility a sense of belonging to Kiribati
- Reduce dust and dirt dispersal.
- Increase passive cooling at facility (decrease heat island effect from development)
- Aid wayfinding strategies
- Offset carbon from construction
- Improve air quality inside and outside facility.

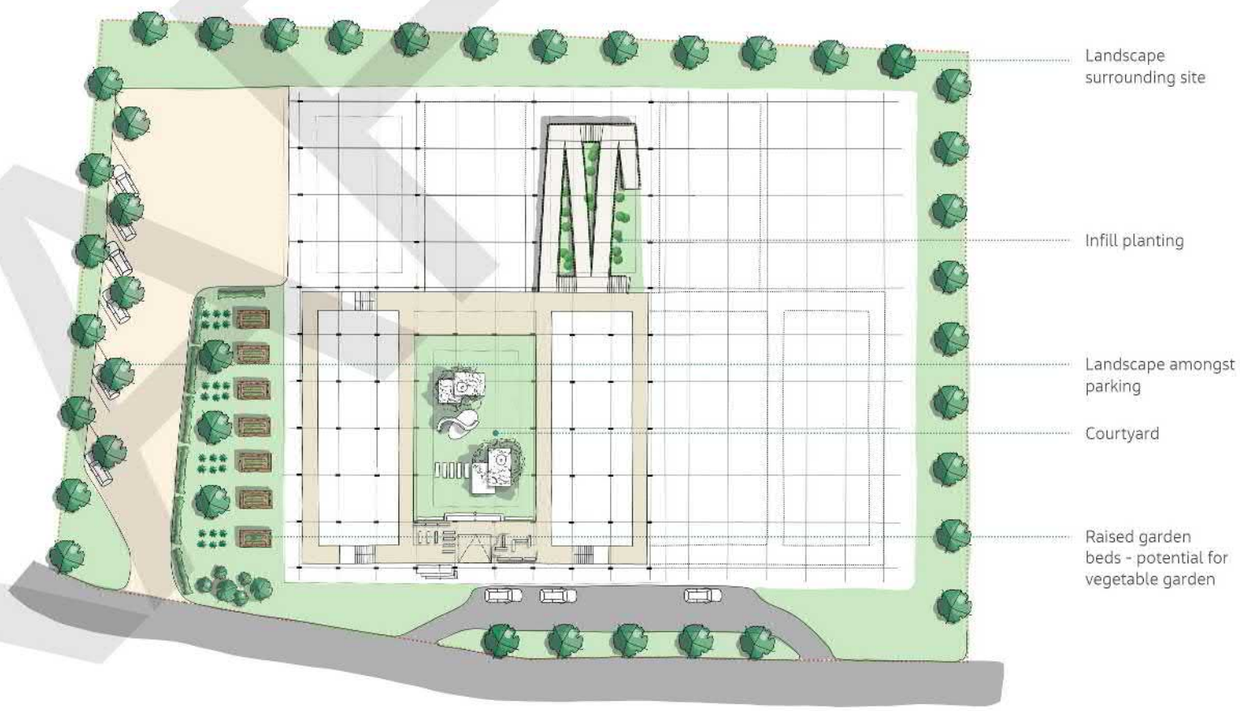


Figure 56. NBH Landscape Plan

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3.10 Post Disaster and Emergency Response

The Disaster Risk Reduction Recommendations (2018), outlined the key concerns for Kiribati as:

- Tsunami, cyclones, and coastal flooding
- Drought
- Infectious diseases
- Critical incident / event

Flooding

The frequency of flooding events due to the rise of the sea level will increase during this century. The combination of high tides and storm events will be specially dangerous. To minimise this risk the project will raise the ground floor level by 600mm to prevent any flood / tide waters from reaching the building. Additionally essential stores like pharmacy could be located on the upper level

Drought & Water Supply

The lack of potable water and the risk of disruptions on the supply have been a common problem in Kiribati. Fortunately, the planned new desalinisation plants will reduce or eliminate the impact that drought periods have in the potable water supply.

The project also contemplates using rainwater collection at NBH to supplement the water supply. This rain water will be used for toilet flushing, cleaning of solar panels and irrigation of the landscaped areas on the hospital.

Infectious Diseases

Infection diseases and is still one of the main health problems in Kiribati. Some of the key points that the project will implement to help manage this issue include:

- Location / access to hand wash bays and PPE
- Ability to separate patients with infectious diseases (less beds per room)
- Reducing touch points in circulation areas with external covered circulation
- Waiting areas undercover with good ventilation to reduce airborne transmission.

Critical Incident / Event

- A larger emergency department will help to deal with influx of patients should a critical incident occur.
- Flexible spaces throughout the hospital can be transformed in this event
- Increased storage for medication will improve ability to locate drugs quickly in emergency events.
- A stronger and more resiliant facility will minimise the risk of disruptions on the service.

3.11 Safety in Design

The following paragraphs outlines some key concerns for safety in design. Refer to the safety in design register for further detail.

Construction Process

There are inherent risks in the construction of any building due to the nature of the construction process. Uniquely, in Kiribati it is imperative the site is scanned by a highly qualified party for UXO before earthworks begin. It is recommended that the contractor uses the construction safety standards that apply in Australia and New Zealand to ensure a high level of safety for construction workers on the project. This includes adequate scaffolding and supply of PPE.

Two storey building

The elevated height of the second level of the building presents a fall risk for patients, staff and visitors. As a method of fall prevention, continuous balustrades will be installed for any fall over 0.5m, and will fully comply with the current NBCK. This includes a balustrade height of over 930m, and any gaps between balusters to be less than 100mm, thereby preventing children from climbing or squeezing through.

Another issue with the addition of a second level is ensuring safety in traversing between these levels. There will be a series of stairs throughout the building, as further explained below under 'fire', however there will also be a central ramp with a shallow gradient (1 in 20) to allow a safe path of travel for less able bodied people, wheelchair access, and for staff wheeling any heavy equipment or trolleys.

Fire

The building structure and design shall comply with the NBCK in terms of fire resistance, and appropriate egress in the event of a fire. As the structure is intended to be primarily cross-laminated timber, the Building Code of Australia will also be referenced as the NBCK does not have standards for

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this construction method. The hospital will be setback at a minimum of three metres to maintain fire separation from surrounding buildings. Within the building, departments are physically separated in wings to prevent transfer of fire, and an adequate amount of fire stairs will ensure swift egress. A fire engineer will be engaged in future design phases and due to the vulnerability of hospital patients the design will attempt to exceed fire safety requirements to ensure safety of patients, visitors, and staff.

Electrical

There are two main hazards associated to electricity supply; electric shock from exposure, and interruptions in the power supply to life support machines. The NBCK must be adhered to in order to prevent electric shock, and a qualified electrician must be responsible for the installation and maintenance of electrical power supply. The electrical system will be design to provide uninterruptable power supply to critical clinical areas.

Roof access

With the installation of PVCs on the roof structure, there is the requirement for roof access to clean and maintain these PVCs. There are multiple methods of providing safety to those who are required to access the roof, as well as various strategies to clean the PVCs such as installing an automated sprinkler system using collected rainwater as a regular cleaning method. These methods and strategies will be further detailed as the design progresses.

Violence & Security

In the event that any patients or visitors become violent, it is imperative that other patients and staff can safely separate themselves in the building until the threat of violence is over. The concept design for NBH separates private staff and patient areas from more public and visitor areas, with this threat in mind. This is particularly important for the maternity IPU and birthing area as there is a higher threat of gender-based violence. In addition, the children's IPU is located close to highly staffed areas to ensure permanent surveillance and prevent any unwanted visitors from accessing patients. The children's IPU is also physically separated from the adult IPU for child safety. Flexibility and security of access points will be further detailed as the design progresses.

Infection control

Infection control is imperative in health care design in order to prevent the transmission of infectious diseases to staff and other patients. There are multiple methods of control planned for NBH;

- ntermittent locations of handwash basins to encourage frequent hand washing of staff, patients, and visitors
- Availability of PPE for staff
- Carefully selected materials to allow for ease of cleaning
- Joinery design to prevent dust collection
- Private rooms and amenity for infectious patients to separate them from non-infectious patients (not included in the concept design scope, but is considered in the additional scope)

Dangerous products storage

There are a variety of hazardous products at NBH such as cleaning chemicals, pharmaceuticals, medical gases, and cooking gases. Provision must be made for secure and well ventilated storage for these products to ensure they are only accessed by staff.

Clinical waste management

Clinical waste is substantially more hazardous than standard waste as it can cause injury and/or infection. In the first instance, there will be further exploration into reducing the amount of waste produced by the hospital. Management of waste includes providing plenty of closed-lid bins around the hospital so rubbish is disposed of appropriately, and a regular cleaning schedule to remove this waste. There are multiple methods of clinical waste treatment such as incineration, autoclaving and shredding, and microwaving and shredding. These methods will be futher explored in the next design phase to ensure all risks are considered and the most appropriate method is selected for NBH.

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04 Infrastructure, Integration and Engineering

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Section 4 Infrastructure, Integration, & Engineering

4.1 Design Basis

There are a number of key factors that impact the on-going performance of Building Services Systems in Kiribati. These include:

- Procurement / supply chain / availability
- Maintenance
- Technical expertise and support
- Harsh environment
- Installation quality
- Water quality
- Power quality
- Reliability of supply

Commonly referenced Healthcare industry guidelines and standards including various ASHRAE standards, Australian and New Zealand Building Codes and Standards, and Australasian Health Facility Guidelines will be referred to for information only and implemented where considered practical to do so, and not a prescriptive requirement. This approach is due to the highly remote nature of the facility, the need for simplicity in maintainability and system replacement due to limited availability of local tradespeople, and capital cost limitations.

The building services plant, systems and infrastructure will provide for a modern hospital and associated support functions environment, specifically to provide reliability and functionally of the built infrastructure to ensure appropriate health care can be provided. Key design requirements are:

- Compliance with applicable codes and standards
- High quality of service
- High reliability and reasonable redundancy
- Appropriate for marine environments
- Simple in operation
- Standardised equipment selections
- Energy efficient
- Ability to be remotely monitored
- Low maintenance
- Appropriate for clinical applications
- Infrastructure flexibility and expansion capability
- Buildability
- Fully tested and commissioned
- Accessibility for maintenance and major maintenance work
- Thorough handover, including instruction, asset register, manuals, maintenance plans and "as-built" documentation

4.2 Mechanical Services

The mechanical services design elements will reflect the overall design philosophy for systems which are robust, promote ease of maintenance, and system replacement. The mechanical services design will include the following:

- Air Conditioning and mechanical ventilation equipment will be limited to those areas which are considered necessary for an environmentally controlled space. Most of the spaces will be naturally ventilated in accordance with Kiribati National Building Code, supplemented by variable speed ceiling fans as appropriate.

- Where temperature controlled spaces are required, this will be achieved through the use of unitary direct expansion (DX) split systems. Generally either via wall type or cassette type split systems. Air conditioning units will be specified to include post-factory applied corrosion protection to extend unit economic life in highly corrosive coastal environments. The split system manufacturer will be specified to be consistent across the project for simplification of system replacement and spare parts.

- Where room cooling loads require high cooling capacities (which exceed a typical cooling capacity for a commercially available split systems), this will be achieved by additional split systems serving the space.

- Air conditioned rooms will be temperature controlled only, designed to maintain 24°C +/- 2°C. Indoor Relative Humidity (RH) will generally be uncontrolled. Where RH dehumidification control is required, this will be achieved via systems which are separate to the air conditioning systems i.e. dedicated unitary dehumidification units.

- Ventilation to air conditioned spaces will generally be achieved through the use of openable devices (for example doors and windows) in accordance with Kiribati National Building Code. Where this cannot be achieved, mechanical ventilation will be provided.

- Where spaces are required to achieve higher filtration levels, these will be achieved via fan/filter systems which operate independently of the air conditioning DX split systems, such that failure of any one of the system components does not render the other system inoperable.

- The Mechanical services scope will extend to the provision of the Building Management System (BMS). This will include the ability to remotely monitor the key building services elements. The BMS will be specified to include access via secure login to permit monitoring of equipment via internet through web-enabled control systems. Control and monitoring will be provided for key building elements including:

  - Air conditioning and ventilation system status and faults, including ability to adjust setpoints and time schedules

  - Electrical services systems including power meters, UPS, solar PV and standby generator

  - Hydraulic services systems including water meters and hot water system status

- The BMS will be specified to enable system alarms to be remotely programmed and forwarded to key personnel via text message or email.

4.3 Electrical Services

The Electrical Services will include:

- Incoming electrical supply from the Public Utilities Board (PUB)
- Solar PV array on the building roof, complete with inverters and battery storage
- Emergency power generation plant
- Main switchboard and electrical distribution boards
- Electrical supplies to services plant
- Uninterruptible power supply (UPS) systems
- Internal and external artificial lighting and associated controls
- Illuminated exit and emergency lighting
- Cable reticulation and containment systems
- Earthing including lightning protection
- Small power arrangements including associated wiring
- Body protected and cardiac protected electrical installations

The Electrical Services design will comply with the requirements of the Kiribati National Building Code, AS/NZS 3000, AS/NZS 3003 and the PUB.

Other Australian and New Zealand Standards and codes will be referenced as guidance rather than mandatory.

In recognition of the PUB network and associated reliability issues it is proposed that whilst a new underground HV supply and PUB transformer would be provided, an appropriately sized PV solar array would be provided on the building roof to cater for the projected hospital load. To address the night-time usage, a storage battery system would be proposed. This battery system would be modular allowing additional batteries to be readily added should the evening load increase. The solar PV arrangement would require approval from PUB.

To address long term power outages, as may occur to due to significant weather events or maintenance issues with the power station, consideration will be given during the next phase to a standby diesel generator system with sufficient storage to provide support for a number of days. We understand that the adjacent desalination plant will include a significant emergency diesel generator set and there may be an opportunity to utilise any spare capacity rather than installing a dedicated hospital generator.

During the next phase of design, a detailed analysis of the building loads will be completed to understand the relative magnitude of critical, essential and non-essential (normal) loads. This assessment will inform the reticulation arrangements and the switchboard designs. Critical loads (typically clinical equipment, nurse call system and ICT network equipment) will be supported by UPS system/s with integral batteries sized to support the loads for a comparatively short period.

All lighting will be LED based to provide the benefits of high efficiency, excellent colour rendering and long life. The control arrangement will allow the majority of lights to be switched off when there is sufficient natural light, or where areas are unoccupied.

The electrical installations within those patient areas classified as either body or cardiac protected will be designed in accordance with AS/NZS 3003 "Electrical Installations – Patient Areas".

4.4 Communication Services

The Communications Services will include:

- Main communications
- Distributed communications rooms
- Communications equipment racks and tie cabling
- Horizontal cabling including associated cable containment
- Fibre optic backbone between communications rooms
- WAP and DECT outlets
- Nurse call system

The design will reflect the current satellite arrangements and cater for the future cable services.

The design will support a minimum Class EA Category 6A shielded performance. All communications cable will be segregated from electrical power wiring to minimise any potential electromagnetic interference and to avoid any health and safety issues once operational.

The completed structured cabling installation will be fully tested and certified (i.e. 100% permanent link testing) to the specified standard.

A proprietary, hard wired nurse call system comprising infection control rated call points, over-door indicators and central annunciator panels will be provided to those areas deemed necessary as a result of stakeholder reference group consultation during the next phase. The nurse call head end will be located within a secure communications room. The nurse call system will comply generally with the requirements of AS 3811.

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4.5 Medical Gases

The demand for medical gases within the NBH is such that it will be provided by means of portable bottles (i.e. central gas plant, headers and reticulated pipework will not be provided).

A secure bottle storage area will be provided.

4.6 Fire Protection

The Fire Protection arrangements will be provided as deemed appropriate by the Fire Engineer, for compliance with the Kiribati National Building Code. Development of the Fire Engineering Brief and Report will determine the attack process to be undertaken for the NBH, based on the building design, layout, materials selection, fire compartmentation, emergency egress arrangements and the fire fighting capabilities on the island.

This will include an assessment of the requirement for fire hydrants and hose reels (albeit these will be dictated by the availability of a reliable water supply and the completion of the desalination plant), fire detectors, alarms and hand held fire extinguishers. This will take place during the next phase.

4.7 Hydraulics

The Hydraulic Services will include:

Hot Water

Hot water generation will be through heat pump storage cylinders with 3 phase electric element back up, an arrangement that performs well where PV solar power is used and is effective. Units will be configured in series with minimum 2 units installed for redundancy with an additional spare where possible. The circuit will be maintained by 50L 3 phase storage HWUs with either a single installation and reserve unit for emergency or, installed as a duplicate in an equal flow configuration. Intent in any installation is to provide 100% emergency back up for instant repair or performance at 75% capacity.

Reverse Osmosis Water

Reverse Osmosis (RO) water will be provided via stand alone systems where required. The systems will be designed to meet AS4187 and all other quality and hygiene requirements. Units will be selected to match the largest capacity for all uses allowing interchange and straight forward maintenance with similar parts. All systems will have spare back ups for instant change over.

Trade Waste

Grease arrestors will be installed in the system for the kitchen. Systems will be sized in accordance with Local requirements and recommendations, however in lieu of this information the units will be sized in accordance with QUU requirements. All pipework will be in accordance with AS/NZS 3500 part 2 Sanitary plumbing and materials chosen to provide minimal maintenance and avoid the likelihood of blockage.

The laundry will be provided with lint traps to match the daily flow rate expected. Systems will be positioned as close as possible to the laundry to avoid lint build up in pipework. Drainage Systems will be designed in accordance with AS/NZS 3500 Part 2.

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4.8 Security & Access Control

Rainwater Harvesting

Rainwater harvesting will be provided to the hospital for toilet and sanitary flushing. This not only provides ESD initiatives but also allows a tank with a potable capacity top up to ensure the hospital has critical flushing water in the event of a failure in the utility water mains. All roof water will be collected where practical and polished with automatic back wash filters with easy maintenance in mind, and UV filtration at the output to remain sanitary.

The Hydraulics Services design will comply with the requirements of the Kiribati National Building Code and AS/NZS 3500.

Gas

Bottled gas will be provided to the kitchen, in accordance with the Kiribati National Building Code.

Security and access control will generally be provided by means of conventional key locks.

Consideration will be given during the next phase of design to the provision of electronic access control to specific high-risk areas.

Consideration will also be given to the provision of CCTV coverage with recording facilities, subject to more detailed assessment of the internal and external risks.

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4.9 Structural

Design loadings

As per the structural provisions of Section B of the National Building Code of Kiribati

Geotechnical conditions

No geotechnical information is available beneath the proposed building footprint of the new Hospital, however based on borehole information provided for the adjacent desalination site the anticipated soil conditions are expected to be alluvial sands/ gravels to substantial depth; probably poorly graded and so quite unstable in deep excavations. Based on bore drilling rates some areas are more compacted than others.

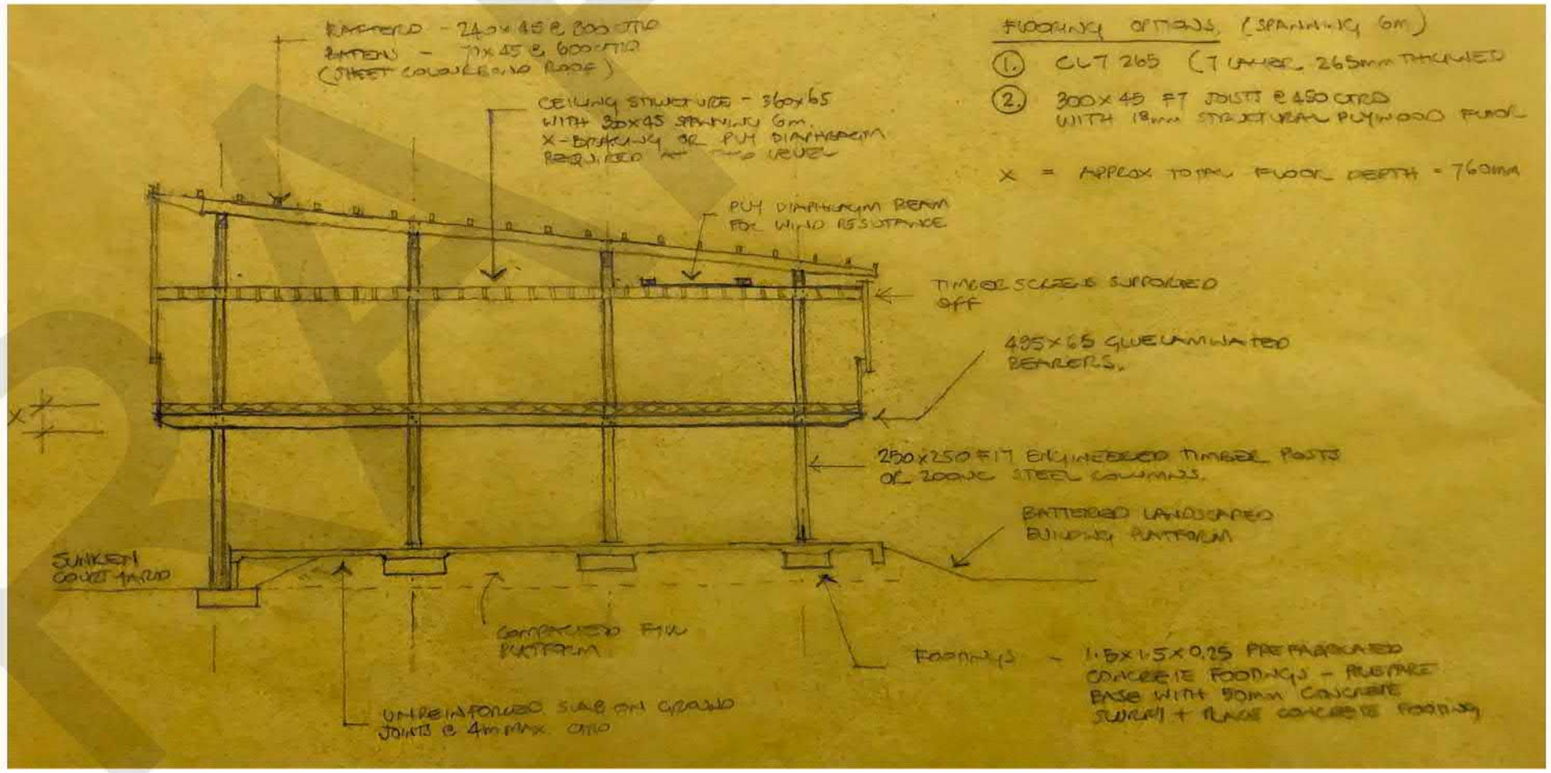
Given the light mass of the proposed building, a proposed height of no more than 2 stories and a column grid of 6m X 5.5m, working column loads are not expected to exceed 250kN. We envisage high level pad footings with maximum allowable bearing pressures of between 150kPa – 200kPa will be feasible.

Prior to design finalisation it is recommended that at least two backhoe pits are excavated to at least 3m depth to confirm geotechnical assumptions

Foundation systems

Suitable foundations for the light building loads anticipated would be:

- Option concrete pad footings – These could be precast or in-situ concrete, approximately 1.5X1.5X0.25m in dimension (possibly smaller if ground conditions are as expected). The footings could be precast offshore and imported in as complete units, or cast in situ. If cast in situ, then the provisions of Section B of the National Building code of Kiribati will require use of galvanised reinforcement with a suitable concrete additive to offset the likelihood of salt contaminated concrete supply
- Option screw piles (depending on whether a suitable small piling rig could be mobilised to site)



Ground floor

The ground floor is anticipated to be polished concrete slab on ground; 120mm thick, 32MPa concrete, with SL82 fabric. Joint spacings could follow the column grid (6m X5.5m)

Retaining walls

These could be constructed from concrete masonry, treated timber or precast concrete. The final finish will depend on architectural considerations, economy of construction and transportation limitations

Structural framing

Structural framing above ground floor is to be predominately timber framed. The column grid is currently envisaged to be 6m X 5.5m. Potential structural systems for Level 1 include:

- Cross laminated timber platform floor spanning 6m to glue-lam beam bearers supported on 240 X 240 engineered timber posts
- Cross laminated timber platform floor spanning 3m to bearers. Timber posts at 6m X 5.5m spacings
- 18mm plywood flooring supported on timber floor joists at 450 centres spanning 6m to bearers. Timber posts at 6m X 5.5m grid approximately

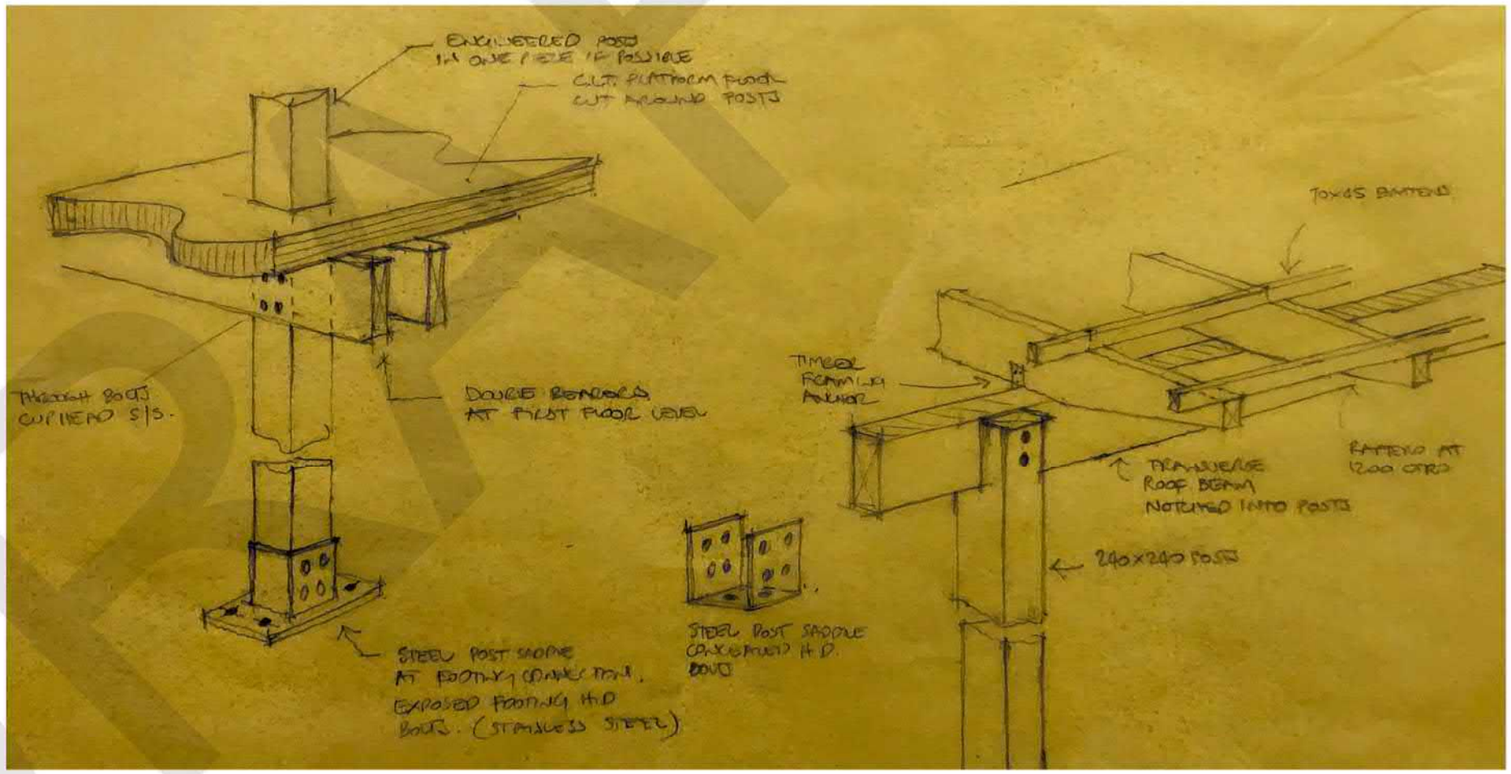
Some elements may be more economically framed in steel.

Lateral wind resistance will be provided through either stainless steel rod cross bracing in locations suitable architecturally, or by timber shear walls.

A plywood diaphragm beam or horizontal cross bracing will need to be provided in the level 1 ceiling structure to transfer lateral wind loadings to shear walls or cross braced bays

Roof Framing

Timber rafters spanning 5.5 m and spaced at either 900mm or 1200mm are envisaged for the roof structure, with 70X45 timber battens supporting the roof cladding



Sunset | Betio, Kiribati

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Appendix A

Schedule of Accommodation

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Jacobs

CONCEPT DESIGN - SCHEDULE OF ACCOMMODATION

Project No: IZ135700

Project Name: New Betio Hopistal

Client: NZ Ministry of Foreign Affairs and Trade

		CONCEPT DESIGN		
Functional Area	Functional Group	Room Description	Qty	Area
1. Main Entry	Reception	Lobby - Entry ED Waiting	1	10
1. Main Entry	Reception	Toilet – Accessible	1	6
1. Main Entry	Reception	Toilet – Public	1	3
1. Main Entry	Reception	Toilet – Public	1	3
1. Main Entry	Reception	Waiting	1	18
1. Main Entry	Reception	Reception / Triage	1	12
1. Main Entry	Facility Operations	Store room (Medical Records)	1	12
1. Main Entry	Facility Operations	Office - 2 person	1	10
1. Main Entry	Facility Operations	Office - 2 person	1	10
1. Main Entry	Facility Operations	Bay - Photocopier Stationery	1	3
2. Emergency Department	Fast Track	Consult Room	1	12
2. Emergency Department	Fast Track	Consult Room	1	12
2. Emergency Department	Acute Assessment	Bay - Assessment	1	10
2. Emergency Department	Acute Assessment	Bay - Assessment	1	10
2. Emergency Department	Acute Assessment	Bay - Handwash, Type B / PPE	1	1
2. Emergency Department	Acute Assessment	Bay - Mobile Equipment	1	2
2. Emergency Department	Resuscitation	Ambulance Entry / Subwait	1	12
2. Emergency Department	Resuscitation	Resuscitation / Holding	1	16
2. Emergency Department	Resuscitation	Bay - Resuscitation Equipment	1	2
2. Emergency Department	Short stay Treatment	Bay - Linen, Enclosed	1	1
2. Emergency Department	Short stay Treatment	Ensuite	1	6
2. Emergency Department	Short stay Treatment	Staff Station	1	10
2. Emergency Department	Short stay Treatment	Store - Clean / Medication	1	10
2. Emergency Department	Short stay Treatment	Bay - Acute Treatment/ Observation	1	10
2. Emergency Department	Short stay Treatment	Bay - Acute Treatment/ Observation	1	10
2. Emergency Department	Short stay Treatment	Bay - Acute Treatment/ Observation	1	10
2. Emergency Department	Short stay Treatment	Bay - Acute Treatment/ Observation	1	10
2. Emergency Department	Short stay Treatment	Bay - Acute Treatment/ Observation	1	10
2. Emergency Department	Short stay Treatment	Bay - Acute Treatment/ Observation	1	10
2. Emergency Department	Short stay Treatment	Dirty Utility - Sub	1	8
2. Emergency Department	Short stay Treatment	Treatment Room - Dirty	1	14
2. Emergency Department	Short stay Treatment	Bay - Handwash, Type B / PPE	1	1
2. Emergency Department	Staff Amenity	Toilet - Staff	1	3
2. Emergency Department	Staff Amenity	Bay - Beverage, Open	1	3
3. Clinical Support Services	Imaging	X-Ray (Mobile)	1	14
3. Clinical Support Services	Imaging	OPG	1	5
3. Clinical Support Services	Imaging	Bay - CR Reader	1	3
3. Clinical Support Services	Imaging	Bay - Mobile Equipment	1	4
3. Clinical Support Services	Pharmacy	Pharmacy - Store	1	12
3. Clinical Support Services	Pharmacy	Pharmacy - Assembly and Preparation	1	8
3. Clinical Support Services	Pharmacy Counter	Dispensing Counter	1	4.0
3. Clinical Support Services	Pharmacy	Store - Bulk - Hospital	1	28
3. Clinical Support Services	Pathology	Pathology Laboratory	1	30
4. Specailist Outpatient Clinics	Treatment	Store - General	1	10
4. Specailist Outpatient Clinics	Treatment	Allied Health Multipurpose	1	20
4. Specailist Outpatient Clinics	Treatment	Treatment Room	1	14
4. Specailist Outpatient Clinics	Treatment	Toilet - Patient	1	4
4. Specailist Outpatient Clinics	Consultation	Consult Room	1	12
4. Specailist Outpatient Clinics	Consultation	Consult Room	1	12
4. Specailist Outpatient Clinics	Consultation	Consult Room	1	12
4. Specailist Outpatient Clinics	CSSD	Instrument Reprocessing	1	15
4. Specailist Outpatient Clinics	CSSD	Clean instrument store	1	10
4. Specailist Outpatient Clinics	Dental	Dental Surgery	1	14
5. Maternity	Birthing	Consult / Assessment Room	1	15
5. Maternity	Birthing	Birth Room	1	20
5. Maternity	Birthing	Birth Room	1	20
5. Maternity	Birthing	Ensuite – Birthing	1	7
5. Maternity	Birthing	Bay - Handwashing	1	1

Enclosed areas with air-condition systems	
Enclosed areas naturally ventilated	
Semi-enclosed areas naturally ventilated (large proportion of openings)	
External but undercover areas	

		CONCEPT DESIGN		
Functional Area	Functional Group	Room Description	Qty	Area
5. Maternity	Birthing	Staff Station	1	6
5. Maternity	Birthing	Formula prep and storage Room	1	6
5. Maternity	Birthing	Bay – Pathology	1	2
5. Maternity	Birthing	Bay – Blanket / Fluid Warmer	1	1
5. Maternity	Birthing	Lounge - Patient / Family	1	12
5. Maternity	Clinical Support - IPU	Toilet - Staff	1	3
5. Maternity	Clinical Support - IPU	Dirty Utility	1	12
5. Maternity	Clinical Support - IPU	Cleaner's Room	1	5
5. Maternity	Clinical Support - IPU	Bay - Handwashing, Type B	1	1
5. Maternity	Clinical Support - IPU	Bay - Handwashing, Type B	1	1
5. Maternity	Clinical Support - IPU	Bay - Mobile Equipment	1	4
5. Maternity	Clinical Support - IPU	Bay - Resuscitation	1	1.5
5. Maternity	Clinical Support - IPU	Clean Utility/Medication	1	14
5. Maternity	Clinical Support - IPU	Office - Clinical Workroom	1	10
5. Maternity	Clinical Support - IPU	Staff Station	1	10
5. Maternity	Clinical Support - IPU	Store - General	1	9
5. Maternity	Clinical Support - IPU	Bay - Meal Trolley	1	2
5. Maternity	Clinical Support - IPU	Bay - Linen	1	2
5. Maternity	Clinical Support - IPU	Store - Equipment	1	10
5. Maternity	Patient Area - IPU	6 Bed Room (Antenatal)	1	54
5. Maternity	Patient Area - IPU	6 Bed Room (Post Natal)	1	54
5. Maternity	Patient Area - IPU	Ensuite - Accessible	1	7
5. Maternity	Patient Area - IPU	Washroom - Female	1	20
6. Adult /Childrens- IPU	Patient Care	6 Bed Room	1	54
6. Adult /Childrens- IPU	Patient Care	6 Bed Room	1	54
6. Adult /Childrens- IPU	Patient Care	6 Bed Room	1	54
6. Adult /Childrens- IPU	Patient Care	4 Bed room	1	40
6. Adult /Childrens- IPU	Patient Care	Ensuite - Accessible	1	7
6. Adult /Childrens- IPU	Patient Care	Washroom (Toilets and Showers) - Male	1	20
6. Adult /Childrens- IPU	Patient Care	Washroom (Toilets and Showers) - Female	1	20
6. Adult /Childrens- IPU	Clinical Support	Bay - Mobile Equipment	1	4
6. Adult /Childrens- IPU	Clinical Support	Bay - Hand Washing - PPE	1	1.5
6. Adult /Childrens- IPU	Clinical Support	Staff Station	1	12
6. Adult /Childrens- IPU	Clinical Support	Office	1	9
6. Adult /Childrens- IPU	Clinical Support	Clean Utility / store	1	12
6. Adult /Childrens- IPU	Clinical Support	Dirty Utility	1	9
6. Adult /Childrens- IPU	Clinical Support	Bay - Linen	1	2
7. Facility Support	Kitchen	Cleaners Room	1	5
7. Facility Support	Kitchen	Kitchen	1	40
7. Facility Support	Kitchen	Store kitchen	1	15
7. Facility Support	Stores	Store - Equipment	1	20
7. Facility Support	Maintenance and Engineering	Workshop	1	12
7. Facility Support	Maintenance and Engineering	Store - Flammables	1	6
7. Facility Support	Maintenance and Engineering	Store - Medical Gases	1	5
7. Facility Support	Waste Management	Waste holding - General and clinical	1	10
7. Facility Support	Waste Management	Incinerator	1	15
7. Facility Support	Linen Services	Laundry	1	8
7. Facility Support	Linen Services	Store - Dirty Linen	1	8
7. Facility Support	Linen Services	Store - Clean Linen	1	10
7. Facility Support	Mortuary	Cool Store	1	20
8. Staff Resources	Workspace / Meetings	Office - Single Person, 9m2	1	9
8. Staff Resources	Workspace / Meetings	Staff / Meeting Room, 15m2	1	15
8. Staff Resources	Staff Amenity	Property Bay - Staff	1	3
8. Staff Resources	Staff Amenity	Shower - Staff, 3m2	1	3
8. Staff Resources	Staff Amenity	Shower - Staff, 3m3	1	3
8. Staff Resources	Staff Amenity	Toilet - Staff, 3m2	1	3
8. Staff Resources	Staff Amenity	Toilet - Staff, 3m2	1	3
8. Staff Resources	Staff Amenity	Staff Room, 15m2	1	15

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Appendix B

Schedule of Accommodation - Including Additional Scope

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Jacobs SCHEDULE OF ACCOMMODATION WITH ADDITIONAL SCOPE

Project No: IZ135700
Project Name: New Betio Hopistal
Client: NZ Ministry of Foreign Affairs and Trade

		CONCEPT DESIGN		
Functional Area	Functional Group	Room Description	Qty	Unit Area
1. Main Entry / Reception	Reception	Toilet – Accessible	1	6
1. Main Entry / Reception	Reception	Toilet – Public	1	3
1. Main Entry / Reception	Reception	Toilet – Public	1	3
1. Main Entry / Reception	Reception	Waiting	1	18
1. Main Entry / Reception	Reception	Reception / Triage	1	12
1. Main Entry / Reception	Facility Operations	Store room (Medical Records)	1	15
1. Main Entry / Reception	Facility Operations	Office - 2 person	1	10
1. Main Entry / Reception	Facility Operations	Office - 2 person	1	10
1. Main Entry / Reception	Facility Operations	Bay - Photocopier Stationery	1	3
2. Emergency Department	Fast Track	Consult Room	1	12
2. Emergency Department	Acute Assessment	Bay - Assessment	1	10
2. Emergency Department	Acute Assessment	Bay - Assessment	1	10
2. Emergency Department	Acute Assessment	Bay - Handwash, Type B / PPE	1	1
2. Emergency Department	Acute Assessment	Bay - Mobile Equipment	1	2
2. Emergency Department	Resuscitation	Ambulance Entry / Subwait	1	12
2. Emergency Department	Resuscitation	Resuscitation / Holding	1	16
2. Emergency Department	Resuscitation	Bay - Resuscitation Equipment	1	2
2. Emergency Department	Resuscitation	Resuscitation / Clean Treatment / Ultrasound	1	20
2. Emergency Department	Isolation	Bedroom - Patient, Single	1	12
2. Emergency Department	Isolation	Ensuite	1	5
2. Emergency Department	Isolation	Ante Room	1	6
2. Emergency Department	Short stay Treatment	Bay - Linen, Enclosed	1	1
2. Emergency Department	Short stay Treatment	Ensuite	1	6
2. Emergency Department	Short stay Treatment	Staff Station	1	10
2. Emergency Department	Short stay Treatment	Store - Clean / Medication	1	10
2. Emergency Department	Short stay Treatment	Bay - Acute Treatment/ Observation	1	12
2. Emergency Department	Short stay Treatment	Bay - Acute Treatment/ Observation	1	12
2. Emergency Department	Short stay Treatment	Bay - Acute Treatment/ Observation	1	12
2. Emergency Department	Short stay Treatment	Bay - Acute Treatment/ Observation	1	12
2. Emergency Department	Short stay Treatment	Dirty Utility - Sub	1	8
2. Emergency Department	Short stay Treatment	Treatment Room - Dirty	1	14
2. Emergency Department	Short stay Treatment	Bay - Handwash, Type B / PPE	1	1
2. Emergency Department	Staff Amenity	Toilet - Staff	1	3
2. Emergency Department	Staff Amenity	Toilet - Staff	1	3
2. Emergency Department	Staff Amenity	Bay - Beverage, Open	1	3
3. Clinical Support Services	Imaging	X-Ray (Mobile)	1	14
3. Clinical Support Services	Imaging	OPG	1	5
3. Clinical Support Services	Imaging	Bay - CR Reader	1	3
3. Clinical Support Services	Imaging	Bay - Mobile Equipment	1	4
3. Clinical Support Services	Pharmacy	Pharmacy - Store	1	12
3. Clinical Support Services	Pharmacy	Pharmacy - Assembly and Preparation	1	10
3. Clinical Support Services	Pharmacy	Dispensing Counter	1	6.0
3. Clinical Support Services	Pathology	Pathology Laboratory	1	20
3. Clinical Support Services	Pathology	Pathology Lab - Store	1	10
4. Specailist Outpatient Clinics	Treatment	Store - General	1	10
4. Specailist Outpatient Clinics	Treatment	Allied Health Multipurpose	1	30
4. Specailist Outpatient Clinics	Consultation	Consult Room	1	12
4. Specailist Outpatient Clinics	Consultation	Consult Room	1	12
4. Specailist Outpatient Clinics	Consultation	Consult Room	1	12
4. Specailist Outpatient Clinics	Consultation	Consult Room	1	12
4. Specailist Outpatient Clinics	Treatment	Treatment Room	1	14
4. Specailist Outpatient Clinics	Consultation	Waiting	1	10
4. Specailist Outpatient Clinics	Treatment	Toilet - Patient	1	12
5. Procedures / Sterilisation	CSSD	Decontamination / waste	1	10
5. Procedures / Sterilisation	CSSD	Instrument Reprocessing	1	15
5. Procedures / Sterilisation	CSSD	Clean instrument store	1	15
5. Procedures / Sterilisation	CSSD	Bay - Mobile Equipment	1	2
5. Procedures / Sterilisation	Dental	Dental Surgery	1	12
5. Procedures / Sterilisation	Operating Theatre / Procedure Room	Ensuite	1	6
5. Procedures / Sterilisation	Operating Theatre / Procedure Room	Patient Change	1	2
5. Procedures / Sterilisation	Operating Theatre / Procedure Room	Pre - Op Hold	1	9
5. Procedures / Sterilisation	Operating Theatre / Procedure Room	Recovery	1	9
5. Procedures / Sterilisation	Operating Theatre / Procedure Room	Recovery	1	9

Jacobs SCHEDULE OF ACCOMMODATION WITH ADDITIONAL SCOPE

Project No: IZ135700
Project Name: New Betio Hopistal
Client: NZ Ministry of Foreign Affairs and Trade

		CONCEPT DESIGN		
Functional Area	Functional Group	Room Description	Qty	Unit Area
5. Procedures / Sterilisation	Operating Theatre / Procedure Room	Operating Room	1	42
5. Procedures / Sterilisation	Operating Theatre / Procedure Room	Bay - Scrub	1	4
5. Procedures / Sterilisation	Operating Theatre / Procedure Room	Store - Drugs	1	5
5. Procedures / Sterilisation	Operating Theatre / Procedure Room	Store - Equipment	1	10
6. Maternity	Birthing	Consult / Assessment Room	1	15
6. Maternity	Birthing	Birth Room	1	20
6. Maternity	Birthing	Birth Room	1	20
6. Maternity	Birthing	Ensuite – Birthing	1	7
6. Maternity	Birthing	Bay - Handwashing	1	1
6. Maternity	Birthing	Staff Station	1	9
6. Maternity	Birthing	Formula prep and storage Room	1	9
6. Maternity	Birthing	Bay - Mobile Equipment	1	2
6. Maternity	Birthing	Bay – Pathology	1	3
6. Maternity	Birthing	Bay – Blanket / Fluid Warmer	1	1
6. Maternity	Birthing	Lounge - Patient / Family	1	12
6. Maternity	Clinical Support - IPU	Toilet - Staff	1	3
6. Maternity	Clinical Support - IPU	Bay - Beverage, Open	1	4
6. Maternity	Clinical Support - IPU	Dirty Utility	1	12
6. Maternity	Clinical Support - IPU	Cleaner's Room	1	5
6. Maternity	Clinical Support - IPU	Bay - Handwashing, Type B	1	1
6. Maternity	Clinical Support - IPU	Bay - Handwashing, Type B	1	1
6. Maternity	Clinical Support - IPU	Bay - Mobile Equipment	1	4
6. Maternity	Clinical Support - IPU	Bay - Resuscitation	1	1.5
6. Maternity	Clinical Support - IPU	Clean Utility/Medication	1	14
6. Maternity	Clinical Support - IPU	Office - Clinical Workroom	1	10
6. Maternity	Clinical Support - IPU	Staff Station	1	10
6. Maternity	Patient Area - IPU	6 Bed Room (Antenatal)	1	60
6. Maternity	Patient Area - IPU	6 Bed Room (Post Natal)	1	60
6. Maternity	Patient Area - IPU	6 Bed Room (Post Natal)	1	60
6. Maternity	Patient Area - IPU	Ensuite - Accessible	1	7
6. Maternity	Patient Area - IPU	Washroom - Female	1	20
7. Maternity / Children Shared	Clinical Support	Store - Equipment	1	10
7. Maternity / Children Shared	Clinical Support	Store - General	1	9
7. Maternity / Children Shared	Clinical Support	Bay - Meal Trolley	1	2
7. Maternity / Children Shared	Clinical Support	Bay - Linen	1	2
8. Childrens IPU	Patient Care	Bay - Handwash, Type B / PPE	1	1
8. Childrens IPU	Patient Care	Bedroom - Patient, Single	1	12
8. Childrens IPU	Patient Care	Bedroom - Patient, Single	1	12
8. Childrens IPU	Patient Care	Ensuite, Shared	1	6
8. Childrens IPU	Patient Care	4 Bed Room	1	42
8. Childrens IPU	Patient Care	Bay - Handwash, Type B / PPE	1	1
8. Childrens IPU	Patient Care	Toilet - Patient	1	4
8. Childrens IPU	Patient Care	Shower - Patient	1	4
8. Childrens IPU	Patient Care	Ensuite - Accessible	1	7
8. Childrens IPU	Patient Care	Bay - Patient Property	1	0.5
8. Childrens IPU	Patient Care	Dirty Utility	1	10
8. Childrens IPU	Patient Care	Cleaners Cupboard	1	3
8. Childrens IPU	Patient Care	Staff Station	1	10
8. Childrens IPU	Patient Care	Store - Clean / Medication - Sub	1	5
8. Childrens IPU	Patient Care	Bay - Resuscitation	1	1
9. Adult - IPU	Patient Care	Ensuite - Accessible	1	7
9. Adult - IPU	Patient Care	Bedroom - Patient, Single	1	12
9. Adult - IPU	Patient Care	Bedroom - Patient, Single	1	12
9. Adult - IPU	Patient Care	Ensuite	1	6
9. Adult - IPU	Patient Care	Ensuite	1	6
9. Adult - IPU	Patient Care	Bay - Hand Washing - PPE	1	1
9. Adult - IPU	Patient Care	4 Bed Room (Female Clean)	1	42
9. Adult - IPU	Patient Care	4 Bed Room (Male Clean)	1	42
9. Adult - IPU	Patient Care	Bay - Hand Washing - PPE	1	1
9. Adult - IPU	Patient Care	4 Bed Room (Male - Dirty)	1	42
9. Adult - IPU	Patient Care	4 Bed Room (Female Dirty)	1	42
9. Adult - IPU	Patient Care	Washroom (Toilets and Showers) - Male	1	20
9. Adult - IPU	Patient Care	Washroom (Toilets and Showers) - Female	1	20
9. Adult - IPU	Clinical Support	Bay - Mobile Equipment	1	4

Jacobs SCHEDULE OF ACCOMMODATION WITH ADDITIONAL SCOPE

Project No: IZ135700

Project Name: New Betio Hopistal

Client: NZ Ministry of Foreign Affairs and Trade

		CONCEPT DESIGN		
Functional Area	Functional Group	Room Description	Qty	Unit Area
9. Adult - IPU	Clinical Support	Bay - Hand Washing - PPE	1	1.5
9. Adult - IPU	Clinical Support	Staff Station	1	12
9. Adult - IPU	Clinical Support	Office	1	9
9. Adult - IPU	Clinical Support	Clean Utility / store	1	12
9. Adult - IPU	Clinical Support	Dirty Utility	1	9
9. Adult - IPU	Clinical Support	Bay - Linen	1	2
10. Facility Support	Kitchen	Cleaners Room	1	5
10. Facility Support	Kitchen	Kitchen	1	40
10. Facility Support	Kitchen	Store kitchen	1	15
10. Facility Support	Stores	Store - Equipment	1	20
10. Facility Support	Stores	Store - Bulk	1	40
10. Facility Support	Maintenance and Engineering	Workshop	1	12
10. Facility Support	Maintenance and Engineering	Store - Flammables	1	6
10. Facility Support	Maintenance and Engineering	Store - Medical Gases	1	5
10. Facility Support	Waste Management	Waste holding - General and clinical	1	10
10. Facility Support	Waste Management	Incinerator	1	15
10. Facility Support	Linen Services	Laundry	1	8
10. Facility Support	Linen Services	Store - Dirty Linen	1	8
10. Facility Support	Linen Services	Store - Clean Linen	1	10
10. Facility Support	Mortuary	Cool Store	1	10
10. Facility Support	Mortuary	Body preparation	1	5
10. Facility Support	Mortuary	Body Viewing	1	5
11. Staff Resources	Workspace / Meetings	Office - Single Person, 9m2	1	9
11. Staff Resources	Workspace / Meetings	Staff / Meeting Room, 15m2	1	15
11. Staff Resources	Staff Amenity	Property Bay - Staff	1	3
11. Staff Resources	Staff Amenity	Shower - Staff, 3m2	1	3
11. Staff Resources	Staff Amenity	Shower - Staff, 3m3	1	3
11. Staff Resources	Staff Amenity	Toilet - Staff, 3m2	1	3
11. Staff Resources	Staff Amenity	Toilet - Staff, 3m2	1	3
11. Staff Resources	Staff Amenity	Staff Room, 15m2	1	15
11. Staff Resources	Staff Amenity	Bedroom - Doctor	1	10
11. Staff Resources	Staff Amenity	Ensuite - Doctor	1	4

Enclosed areas with air-condition systems
Enclosed areas naturally ventilated
Semi-enclosed areas naturally ventilated (large proportion of openings)
External but undercover areas

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Appendix B

NEW BETIO HOSPITAL PROJECT INFORMATION

May 2021

The information presented in this Appendix provides respondents with an overview of the status of the project as of the date of issue and is subject to change.

1.0 Site Assessment

1.1 Locality

The site for the development of the new Betio Hospital is Betio, South Tarawa. The site was previously used by Dai Nippon as a laydown/camp during a construction project.

Figure 1: Indicative Site Location - New Betio Hospital and South Tarawa Water Treatment Plant

1.2 Approved Site

The site for the new Betio Hospital is owned by the Government of Kiribati and will be shared with the South Tarawa Water Treatment Plant (STWTP). There are ongoing discussions between the GoK and their partners to precisely mark the boundaries for each of the facilities based on the indicative locations of the facilities shown in Figure 2.

No demolition of buildings will be required in association with the construction of the hospital.

At this stage the use of shared services is not anticipated, although discussions are ongoing to determine if benefits may be realised from sharing services.

Figure 2: Indicative division of site between the new Betio Hospital and STWTP (source: 2021 Betio Hospital Concept Design Report)

Figure 3: Photograph of the site looking east

1.3 Access & Traffic

Proposed access to the site is from the main road through Betio and will later form public access to the site. Main road access to be maintained at all times during construction.

1.4 Geotechnical

A geotechnical survey has not been undertaken at this stage of the project due to COVID-19 travel restrictions. A desktop review has been undertaken to assess potential ground conditions at site. This included review of existing information from the island, discussions with the Director Ministry of Infrastructure and Sustainable Energy, and a review of information from boreholes drilled at the STWTP site. The Draft Concept Design has been progressed on

the basis of encountering similar conditions to the STWTP site. The level of geotechnical risk is thought to be relatively low. Test pits and assessment of ground conditions will be undertaken once access to the site is approved, which first requires completion of UXO work.

1.5 Utilities

Preliminary discussions with the Public Utilities Board (PUB) indicated that:

- PUB will install a high voltage transformer for the water treatment plant
- The current preference is for a separate transformer to be provided for the new Betio Hospital. Details on transformer size/specification and timing require further investigation.
- Fibre optics – TBC. Kiribati does not currently have a fibre optic connection; however, the ongoing Kiribati Connectivity Project seeks to rectify this.
- Water – TBC
- Wastewater – TBC
- Site services require further assessment to ensure sufficient capacity.

1.6 Unexploded Ordinance (UXO)

The Battle of Tarawa was fought on 20-23 November 1943, the first American offensive in the central Pacific region. Nearly 6,400 Japanese, Koreans, and Americans died in the fighting, mostly on and around Betio. Green Beach was taken by the United States Marine Corps on 21 November. As a result of this conflict, Unexploded Ordinance (UXO) is a public concern as several UXO have been found buried underground in several locations in Betio. It is possible the site of the hospital development in Betio has remains buried under the surface or some sort of remnants of the battle. A baseline survey to screen for such items will be conducted prior to the Contractor obtaining possession of site.

2.0 Project and Design Context

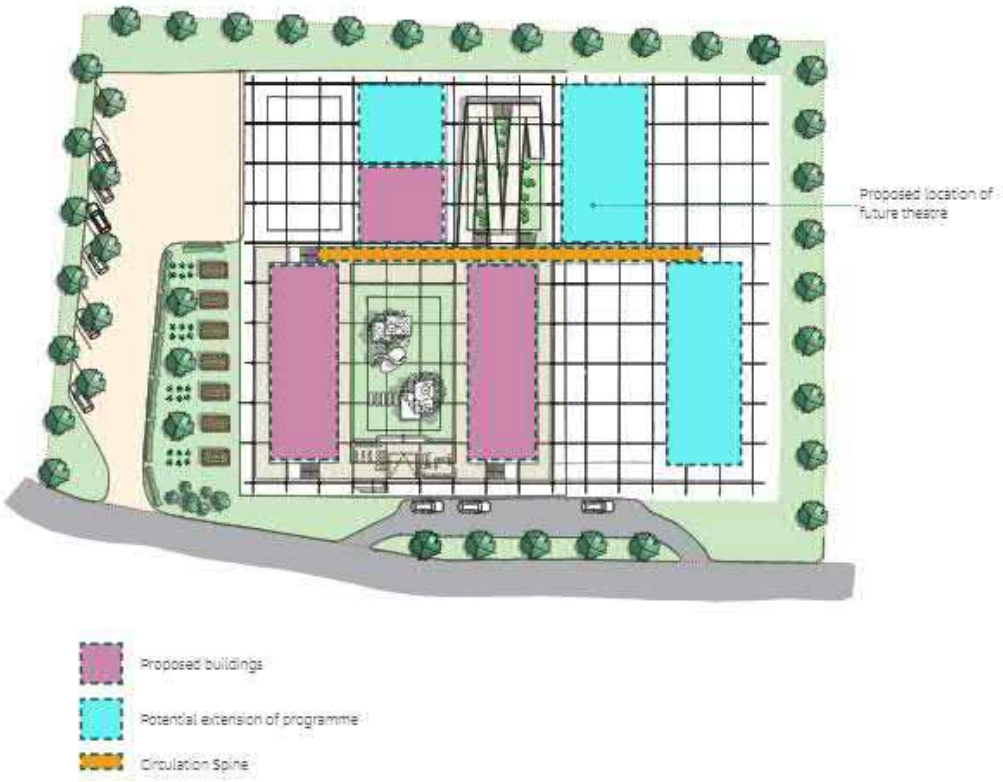
2.1 Partnership

The Governments of Kiribati and New Zealand are project sponsors and have agreed to work in partnership with a 'best-for-project' approach. All service providers and their subcontractors engaged under the project must consistently reflect this spirit of partnership. The Project Governance aspects are described in a separate Appendix.

3 User Requirements

3.1 Design Brief

The draft Functional Brief provides details of the user requirements, relationships between Functional Areas and schedule of accommodation. The *indicative* Concept Design that has been developed to date is provided below and shows the proposed first stage (purple) and potential extension (blue):



3.2 Car parking

Carparking will be provided at ground level only and is to provide the following number of parking spaces:

- Hospital staff – minimum 10 cars
- Separate public parking area is to be provided – minimum 20 cars

3.3 Site Security Requirements

During construction, the Contractor shall secure the site to ensure unauthorised persons are unable to access the site after hours and during periods of non-construction activity e.g. inclement weather or similar events.

Operational Security requirements will be considered in detail during the design process to ensure the wellbeing of patients and staff. Refer to Paragraph 4.5 for additional information.

3.4 Landscaping Requirements

Landscaping requirements are to be confirmed and may form part of the Construction Contract.

3.5 Furniture, Fitments and Equipment

A key element of healthcare projects is the coordination of supply and installation of FF&E (Fittings, Fixtures and & Equipment), as these are essential to achieve a fully functional facility. At this point in time, the project FF&E elements are classified in three basic categories, based on their procurement and installation:

Items Group 1

All those elements that will supplied and installed by the main contractor as part of the building works. This will include some specialized medical equipment, medical lighting, built in joinery, and anything that is not a loose piece or "plug and play" element.

Items Group 2

Those elements that will be supplied by third parties, but installed by the building contractor to ensure all the warranties related to installation and building work are kept. This may include Transfer FF&E elements from an existing facility.

Items Group 3

All loose furniture and elements that do not require installation by a professional. These elements will be provided by third parties, although a detailed list of FFE items will be developed during the next phase of design. At this stage it is considered that, based on the description above, the project scope includes the supply of all the FF&E elements from Group 1, and the installation of all the elements from Group 1 and 2. The supply of any elements from Group 3 are excluded from the scope, and current budget of this project at this point.

4 Design Standards and Principles

4.1 General Design

The design will follow the Kiribati National Building Code with utilisation of Australian and New Zealand standards and codes as a guide to justify technical solutions to achieve Performance Solutions.

The design will also reflect international best practise including the use of Australia and New Zealand (AS/NZS) standards including AS/NZS 1170, Structural Design Actions, and Section B of the national Building Code of Kiribati.

The project will also adhere to New Zealand's Health and Safety at Work Act 2015 (HSWA) and all health and safety legislation specific to Kiribati.

The project planning will need to adhere to local GoK requirements. In particular the buildings will be designed to be:

- Reflective of Kiribati culture and traditions
- Functional and cost effective
- Accessible to people with disabilities wherever this is practicable
- Flexible and adaptable
- Provide potential for future expansion.

4.2 Design Principles

The Design Principles were established during the Masterplan phase of works and although these may be developed during the Concept Design phase, they will follow a similar philosophy. These principles include:

a) Appropriate for the Kiribati environment
   i. The overall design, features and materials must be able to sustain the Kiribati environment.
   ii. The design recognizes social and community resilience, energy grid resilience, and corporate responsibility that adds sustainability and resilience value, to ensure Betio Hospital can continue to operate under the most severe of climate circumstances.

b) Meaningful functional relationships
   i. Provide meaningful functional relationships among the clinical services to enhance efficient operations, workflows, and staffing arrangements
   ii. Provide separation of:
      - inpatient and outpatient services
      - clean and dirty flows of materials, waste and patients
      - staff areas from public areas.
   iii. Provide an efficient arrangement of accommodation across the Facility that enables unencumbered and timely patient flows.

c) Improved, safe and effective waste management

d) Improve infection prevention and control
   i. Provide adequate hand-washing facilities close to the point of care

e) Universal design
   i. Universal design can be confused with accessible design or design for the disabled.
   Accessible design is often prescriptive in style, in contrast to universally designed features that are generally unnoticeable, flexible and offer choice so that people can best decide how to interact with their environment.
   ii. They are a combination of body awareness (Body fit, Comfort, Awareness and Understanding) and wellbeing goals (Social integration, Personalization and Cultural Appropriateness).
      - Body Fit - Accommodating a wide a range of body sizes and abilities
      - Comfort - Keeping demands within desirable limits of body function
      - Awareness - Ensuring critical information for use is easily perceived
      - Understanding - Making methods of operation and use intuitive, clear and unambiguous
      - Wellness - Contributing to health promotion, avoidance of disease and prevention of injury
      - Social Integration - Treating all groups with dignity and respect
      - Personalisation - Incorporating opportunities for choice and the expression of individual preferences
      - Cultural Appropriateness - Respecting and reinforcing cultural and the social and environmental context of any design project.

4.3 Climate Impact

The hospital is to be designed to minimise impact of future sea level rise on the structural integrity and function of the hospital. The primary measure is to raise the finished floor level (FFL) some 600mm above ground level.

4.4 Sustainability

The building will be maintained by the Government of Kiribati after handover. The building will be designed to respond to established environmental conditions and in particular ensure that: building structure and fabric, building services, energy use, and operation and maintenance, are durable, cost effective and sustainable for the Government of Kiribati.

Equipment, fixtures and technology must be selected to be low maintenance and easily operated with readily available replacement parts. This will minimise the recurrent operating costs and the requirement for specialised training and maintenance personnel. Suppliers should give consideration of how local skills can be developed during the project to support this aim.

The building designs will consider appropriate green features that aim to reduce operating costs such as passive cooling, the use of renewable energy sources and rainwater harvesting.

4.5 Security

Security and access control will form a key aspect of the design of the facility. The design will take into account cultural differences and social issues that can potentially impact the secure operation of a medical facility. The design will consider options such as:

- Conventional key locks
- Restricted areas
- CCTV coverage with recording facilities (subject to a more detailed assessment of internal and external risks).

4.6 Environmental Impact

MFAT and GoK Environmental Management guidelines and safeguards will be adopted for use with the project.

An Environmental, and Social Impact Assessment is being prepared and the Contractor shall implement the requirements with the associated Environmental and Social Management Plan.

4.7 Other Design Requirements

The ECI support to the design service is to be provided while considering the on-island maintenance and emergency management capabilities e.g. firefighting capacity, maintenance contractor experience and capabilities.

For Clause A3 of the NZ Building Code, initial expectations for the required level of seismic performance for the New Betio Hospital is importance level 4 (IL4).

5. Drawings / Schedule of Accom

The Draft Concept Design Document is included as an attachment to this RFP document and includes the:

1. Current Concept layout for the new Betio Hospital Stage 1 and 2
2. Current Schedule of Accommodation
3. Draft Concept Design Brief

Early Contractor Involvement Agreement

Ministry of Foreign Affairs and Trade

New Betio Hospital Project

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File Reference: WPG-0102517

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Date:

CONTRACT AGREEMENT

CONTRACT FOR: The early contractor involvement services for the construction of New Betio Hospital in Betio, South Tarawa, Kiribati.

CONTRACT NUMBER [*INSERT*]

PARTIES

Ministry of Foreign Affairs and Trade (*Principal*)

[ ] (*Contractor*)

BACKGROUND

A The Principal requires early contractor involvement services to be performed in relation to the design and construction of the new Betio Hospital in South Tarawa, Kiribati (all or any of these services the ***Project***). The Contract Works form part of the Project.

B The Principal has selected the Contractor as its preferred contractor for the Contract Works.

C The Principal wishes to engage the Contractor to provide early contractor involvement services including expertise to inform cost, buildability, procurement, logistics planning, construction planning, programming, and risk management advice.

D Under this Agreement the Contractor is required to provide a Pricing Proposal for the Construction Contract for the Principal's consideration.

E The Principal and the Contractor wish to record the basis on which the Contractor will provide the early contractor involvement services and Pricing Proposal and, accordingly, have entered into this Agreement.

IT IS AGREED as follows:

1 The Contractor agrees to perform the Services in accordance with the Agreement.

2 The Principal will pay the Contractor for performing the Services at the times and in the manner provided in the Agreement.

3 The following documents comprise the Agreement:

(a) this Contract Agreement;

(b) the annexed Conditions of Contract; and

(c) the annexed Schedules.

4 In the event of any conflict or inconsistency between any of the documents listed in paragraph 3 above, the document appearing higher in the list will prevail over a document appearing lower in the list.

5 The address details of the Parties for notices for the purposes of clause 20.1 are:

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*To the **Principal**:*

Physical address: 195 Lambton Quay
Postal address: Wellington 6011
Email: [*insert*]
Attention: [*insert*]

*To the **Contractor**:*

Physical address: [*insert*]
Postal address: [*insert*]
Email: [insert]
Attention: [insert]

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CONDITIONS OF CONTRACT

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Agreement:

Agreement means this Agreement which is comprised of the documents listed in paragraph 3 of the Contract Agreement.

Charges means the total amount payable by the Principal to the Contractor for provision of the Services in accordance with this Agreement (including the Fees, Expenses, Per Diems and Allowances provided for in Schedule 4).

Claim means any claim, proceeding, action, cause of action, demand or suit (including by way of contribution or indemnity, loss of profit, loss of opportunity, or any other financial or economic type cost, expense, loss or damage) made:

(i) under or in connection with the Agreement;

(ii) at law; and/or

(iii) for specific performance, restitution, quantum meruit, quantum valebat, payment of money (including damages), an extension of time and/or any other form of relief.

Commencement Date means the date of the Contract Agreement.

Confidential Information means any thing or document which one Party provides to the other Party and any matter concerned with, or arising out of, this Agreement, the Project, the Principal or the Principal's Nominee which is disclosed to or learnt by the Contractor.

Construction Contract means the construction contract for the Contract Works annexed in Schedule 5.

Contract Agreement means the Contract Agreement to which these Conditions of Contract are annexed.

Contract Price means the price for the Contract Works agreed by the Parties under the Agreement.

Contractor has the meaning given to it in the Contract Agreement.

Contractor's Representative means the contractor's representative set out in Schedule 1 (details set out at paragraph 5 of the Contract Agreement), or such other person who is appointed and approved as provided in clause 6.3.

Contract Works has the meaning given to it in the Construction Contract.

Extraordinary Event means an event that is beyond the reasonable control of the Party immediately affected by the event. An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

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(a) acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;

(b) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;

(c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; and

(d) contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

Fee has the meaning given to it in Schedule 4.

Good Industry Practice means the exercise of all reasonable due skill, care and diligence as would be applied by a competent professional experienced in the provision of services similar to the Services.

GST means goods and services tax charged in accordance with the Goods and Services Tax Act 1985 (New Zealand).

Health and Safety Acknowledgement Form means the health and safety acknowledgment form attached at Schedule 11.

Hold Point means the hold point at end of each stage described in Schedule 2. The Principal may decide, in its absolute discretion:

(a) to, or not to, proceed;

(b) to delay proceeding to the next stage or phase and to proceed with it later;

(c) to defer a decision on any one or more of the above.

Insolvency Event means, in respect of the applicable entity, that entity:

(a) being placed into bankruptcy, liquidation, administration, receivership or statutory management or having an official assignee, liquidator, receiver, trustee, manager, administrator, statutory manager or similar appointed in respect of it or all or any of its business or property;

(b) being unable, or presumed by law to be unable, to pay its debts as they fall due;

(c) entering into an assignment for the benefit of or entering into or making any arrangement or composition with, its creditors;

(d) being subject to a resolution or any proceeding for the winding up or liquidation of that entity (whether on a voluntary or involuntary basis) other than for a bona fide solvent reconstruction and other than where such resolution or proceeding is formally discharged or dismissed in full within 10 Working Days of the initiation thereof; or

(e) being subject to any event which is analogous to any of the events listed in paragraphs (a) to (c).

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Key Personnel means the key personnel for their corresponding functions stated in Schedule 4.

Long Lead Items has the meaning given to it in clause 22.1.

Materials has the meaning given to it in clause 14.1.

P&G Specifications has the meaning given to it in the Construction Contract.

Party means either the Principal or the Contractor, as the case may be, and *Parties* means both of them.

Pricing Proposal has the meaning given to it in clause 12.2, but shall also include any pricing proposal(s) submitted under clause 12.3 or anywhere else specified.

Principal has the meaning given to it in the Contract Agreement.

Principal's Material means all documentation and other information provided or produced by or on behalf of the Principal relating to the Contract Works for the Project, and includes the Principal's Requirements.

Principal's Nominee means the Government of the Republic of Kiribati, its agencies and any relevant authority established by the Government of the Republic of Kiribati.

Principal's Project Team means the Principal's design and project management team, quantity surveyor including the Principal's Representative, and their respective agents and employees, but excluding the Contractor.

Principal's Representative means the person named as such in Schedule 1, or such other person as may be appointed by the Principal in substitution from time to time.

Principal's Requirements means all of the Principal's requirements for the Contract Works as they are developed and adopted by the Principal during the Term and then carried forward to constitute the Principal's Requirements for the Construction Contract.

Prior Works has the meaning given to it in clause 22.3

Project has the meaning given to it in Recital A of the Contract Agreement.

Services means the services set out in Schedule 2 together with all other services, work, responsibilities and obligations to be performed by the Contractor under the Agreement.

Site means the site identified in Schedule 1.

Tender means the tender submitted by the Contractor to the Principal in response to the Principal's request for tender in respect of this Agreement, the services, the Contract Works, and the Construction Contract, and includes a reference to the tender as relevant to any one or more of those things.

Term means the term of the Agreement as set out in Schedule 1, as may be extended in accordance with clauses 4.2, 4.3 or 15.5 but subject to clause 13.3.

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Working Day means any calendar day other than a Saturday, Sunday or public holiday in New Zealand.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

(a) a reference to a clause or a schedule is a reference to a clause of or a schedule to this Agreement;

(b) words importing one gender include the other genders;

(c) words importing the singular include the plural and vice versa;

(d) the words "includes" or "including" do not imply any limitation;

(e) references to a party includes references to that party's:

(f) successors and permitted assigns; and

(g) employees, contractors, subcontractors, agents, representatives and invitees;

(h) any schedules to this Agreement have the same effect as if set out in the main body of this Agreement;

(i) headings are for ease of reference only;

(j) derivations of a defined term have similar meanings to the defined term;

(k) any provision to be performed by two or more persons binds those persons jointly and severally;

(l) a reference to a statute or regulation includes all amendments to that statute or regulation and any substitute statute or regulation;

(m) a reference to a statute includes all regulations, bylaws, orders, notices and other instruments made under that statute;

(n) a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, estate, government, agency of state, municipal authority or statutory body, whether or not having separate legal identity;

(o) a prohibition against doing any thing also includes a reference not to permit, suffer or cause that thing to be done; and

(p) all words and phrases used in this Agreement have the meanings given to them in Schedule.

2 PRINCIPLES GOVERNING THE RELATIONSHIP

The Principal and the Contractor will adopt the partnering concept that recognises and includes the following principles:

(a) the establishment of a robust and constructive relationship;

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(b) openness, promptness, consistency and reasonableness in all dealings and communications.

3 APPOINTMENT AND GENERAL OBLIGATIONS OF THE CONTRACTOR

3.1 The Principal appoints the Contractor, and the Contractor accepts the appointment:

(a) to provide the Services for the Principal during the Term; and

(b) as preferred contractor for the Contract Works,

(c) upon and subject to the terms and conditions of the Agreement.

3.2 The Contractor must:

(a) perform the Services:

(i) in accordance with the Agreement and Good Industry Practice;

(ii) with due diligence and expedition and without delay; and

(iii) in accordance with any reasonable directions and instructions from the Principal's Representative;

(b) utilise the services of appropriately skilled, qualified and experienced persons who are, if required by law, registered to carry out the relevant Services;

(c) keep the Principal's Representative fully and regularly informed about all matters affecting and relating to the performance of the Services, including notifying the Principal's Representative within 5 Working Days after the first occurrence of an event or circumstance that may:

(iv) delay or potentially delay the performance of the Services; or

(v) entitle the Contractor to additional payment or compensation under the Agreement, and

take all steps reasonably necessary to minimise the effect of any such delay and to minimise the amount of any additional payment or compensation, and comply with all reasonable instructions of the Principal in respect of the same;

(d) obtain any consents, authorisations or licences required to perform the Services; and

(e) perform the Services in accordance with the requirements of each relevant authority and all laws and consents.

4 TERM

4.1 The Term commences on the Commencement Date, subject to any extension under clause 4.2, 4.3 and/or 15.5 but subject to clause 13.3.

4.2 The Principal may, at its sole and absolute discretion, extend the Term to a later date by giving written notice to the Contractor. Except as follows, the terms and conditions of this Agreement will apply to the extended Term. During the extended Term:

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(a) The Fee referred to in (a) of Schedule 4 will apply for Services the Milestone/s/Deliverables (as set out in Schedule 4) for which fall in the extended Term;

(b) The Fee referred to in (b) of Schedule 4 will apply for Services of a kind to which (b) applies in so far as they are provided or delivered in the extended Term;

(c) The aggregate of (i) any Fee of a kind referred to in (a) of Schedule 4 paid or payable for Services provided or delivered during the Term, and (ii) any Fee paid or payable under (a) above during the extended Term must not exceed the amount of the fee specified in (a) of Schedule 4;

(d) The Contractor will be entitled to charge for any expenses which it actually, reasonably and necessarily incurs in connection with the Services it provides during the extended Term, provided that if an individual expense is likely to exceed NZD500.00, or the total of the expenses charged during the extended Term (together with a proposed expense) is likely to exceed, or has exceeded, NZD5,000.00, the Contractor must obtain the Principal's prior written approval of the expense before incurring or charging for it; and

(e) (unless otherwise agreed by the Parties) the Contractor shall invoice for the Fee on the revised milestone date. Additional Services and expenses calculated as provided in (b) and (d) must be invoiced monthly in arrear.

4.3 Subject to clauses 4.2, 13.3 and 15.5, any other extension to the Term must be agreed in writing by the Parties. Unless otherwise agreed by the parties, the terms and conditions of this Agreement will apply to such extended term.

5 TIMETABLE

5.1 The Principal's high level indicative timetable for the Project is set out in Schedule 3. All dates and timeframes shown in Schedule 3 are indicative and are subject to adjustment from time to time at the discretion of the Principal.

5.2 The Contractor will perform the Services:

(a) to achieve the target dates set out in Schedule 3 (as may be adjusted by the Principal under clause 5.1); and

(b) to achieve the milestones set out in Schedule 4.

6 REPRESENTATIVES AND KEY PERSONNEL

6.1 The Principal's Representative is the Principal's appointed representative for the Project. The Principal's Representative will, for the Principal, issue all instructions and directions to the Contractor under this Agreement.

6.2 The Contractor must only act on instructions and direction from the Principal's Representative and is not entitled to act on any instruction or direction from any Party including any other representative or employee of the Principal.

6.3 The Contractor's Representative will have authority to act for the Contractor for the purposes of the Agreement. The Contractor shall not change or replace the

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Contractor's Representative without the prior written consent of the Principal such consent not to be unreasonably withheld or delayed.

6.4 If, in the Principal's sole opinion, a Key Personnel:

(a) is materially not performing in accordance with the terms of this Agreement, the Principal's Representative may, by written notice to the Contractor, require the Contractor to ensure that the Key Personnel performs the relevant obligations within 10 Working Days, failing which the Principal's Representative may, by notice to the Contractor, require the Contractor to remove that Key Personnel; or

(b) is a material threat to the health, safety or security of the personnel or property of the Principal or Principal's Nominee; or

(c) has breached security or confidentiality requirements under this Agreement; or

(d) has breached Principal's Technical Advisors' Code of Conduct (as referred to in clause 29),

the Principal's Representative may, by written notice to the Contractor, require the Contractor to remove that Key Personnel, and the Contractor will ensure the immediate removal of that Key Personnel.

7 OBJECTIVES

Without limiting the Services, the Contractor acknowledges that the Principal's primary objectives in entering into this Agreement with the Contractor include the objectives set out in Schedule 2. The Contractor must perform the Services and its obligations under this Agreement having regard to the Principal's objectives set out in Schedule 2.

8 PRINCIPAL'S RESPONSIBILITIES

8.1 The Contractor may request the Principal in writing to provide information in connection with the Contractor's performance of the Services. Following such a request, the Principal may (in its sole discretion) provide to the Contractor within a reasonable time, such information as the Contractor may reasonably require from time to time for the performance of the Services, provided that such information is readily in the possession of the Principal and subject to any relevant confidentiality, security or other considerations.

8.2 The Principal must use its best endeavours to cooperate and ensure that its consultants (as reasonably necessary) cooperate in the performance of the Services and do all things reasonably necessary to achieve the objectives of this Agreement including, but not limited to the Principal's objectives set out in Schedule 2.

9 FEE AND PAYMENT FOR THE SERVICES

9.1 In consideration of the Contractor performing the Services and responsibilities under this Agreement the Principal must pay to the Contractor the Fee. If the Term is extended under clause 4.2 then the Principal must pay the Contractor fees and for expenses calculated as set out in that clause.

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Charges and invoicing

9.2 The Contractor must provide valid and accurate tax invoices for all Charges on the dates or at the times specified in Schedule 4 (including all supporting documentation as may be reasonably required by the Principal). The Principal has no obligation to pay the Charges set out on an invoice that is not a valid tax invoice. A valid tax invoice must:

(a) contain the Contractor's bank account details;

(b) clearly show all GST due;

(c) be in the currency stated in Schedule 4;

(d) be clearly marked 'Tax Invoice';

(e) contain the Contractor 's name, address, and GST number if the Contractor is registered for GST;

(f) contain the Principal's name and address and be marked for the attention of the Principal's Contract Manager or such other person stated in Schedule 1;

(g) state the date the invoice was issued;

(h) reference Work Package Number;

(i) state the Charges due, calculated correctly;

(j) if relevant to the manner in which Fees are calculated, provide a description of the Services supplied, including the amount of time spent in the delivery of the Services; and

(k) be supported by receipts (or GST receipts where applicable) if Expenses are claimed and any other verifying documentation reasonably requested by the Principal.

9.3 The Principal will pay the Contractor within 20 Working Days of receipt of an accurate and valid tax invoice, subject to the terms and conditions of this Agreement.

9.4 The Principal may deduct from any payment of the Charges an amount that reflects the diminished value of the Services:

(a) if the Contractor fails to deliver the Services or to achieve a relevant milestone stated in Schedule 4, or any milestone applicable to an extended Term, to the Principal's sole satisfaction in accordance with this Agreement;

(b) to match any reduction in the level of Services where the Contractor has notified the Principal of an Extraordinary Event;

(c) where the Contractor has consistently failed to actively and positively participate and engage in communications and/or meetings with the Principal, or fails to take direction from the Principal; and

(d) where the Contractor submits a report that does not conform with the requirements of this Agreement.

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9.5 If the Principal disputes a valid tax invoice or any part of a valid tax invoice, the Principal will notify the Contractor as soon as is reasonably practical. The Principal will pay any portion of the tax invoice that is not in dispute on receipt of an amended tax invoice and credit note. The Principal may withhold payment of the disputed portion until the dispute is resolved.

9.6 The Contractor, as between the Contractor and Principal, assumes responsibility for, is liable for payment of, and warrants that it will pay, or ensure the payment of, all taxes, levies, duties, withholdings and other imposts of every kind and nature whatsoever assessed on the Contractor, any subcontractors, or their employees or agents in relation to the Services, or as otherwise may be assessed as a consequence of the performance of the Services.

9.7 The Principal may make (in addition to any other set-offs, deductions or withholdings permitted by the Agreement) any deductions or withholdings from any payments to the Contractor to the extent that it is required to do so by law. The Principal will not be liable for grossing-up payments to the Contractor in respect of any such deductions or withholdings.

9.8 A payment by the Principal under this Agreement is not evidence of:

(a) the Contractor's satisfactory performance of its obligations under this Agreement;

(b) acceptance of the Services by the Principal; or

(c) an admission of liability.

9.9 If, for any reason, the Principal makes an overpayment to the Contractor for all or part of the Services, the Principal may notify the Contractor in writing of the Principal's intention to set off the amount of the overpayment against any amount the Principal owes the Contractor for the relevant Services or part of the Services under the Agreement or any other contract the Principal has with the Contractor. If there is no amount owed by the Principal, then the Contractor will refund to the Principal the amount paid in excess within 10 Working Days of the Contractor's request for a refund.

9.11 During the initial Term the Contractor shall invoice for its Charges upon the achievement of the milestones set out in Schedule 4, provided that such invoices must not be rendered more often than monthly in arrear. During an extended Term the Contractor shall invoice for its Charges in accordance with clause 4.2 (d).

10 VARIATIONS

10.1 The Principal's Representative may, at any time and from time to time, notify the Contractor in writing of any proposal to alter, amend, omit, add to or otherwise vary any of the Services (a ***Variation Request***).

10.2 Unless otherwise agreed between the Parties at the time, within 10 Working Days (or such longer period as reasonably agreed between the Principal and the Contractor) after receipt of notification under clause 10.1, the Contractor must notify the Principal in writing of:

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(a) the effect (if any) the proposed variation would have on the timely performance by the Contractor of the Services; and

(b) the cost of the proposed variation (if any).

10.3 Following receipt of the notice from the Contractor under clause 10.2, the Principal may within 20 Working Days (or such longer period as reasonably required by the Principal):

(a) give direction to the Contractor to carry out the varied services on the terms set out in the Contractor's notice or those other terms agreed between the Principal and the Contractor. The Services, the Charges and the dates and timeframes in Schedule 4 will be deemed to have been adjusted accordingly; or

(b) advise the Contractor not to proceed.

10.4 In the absence of a direction from the Principal's Representative under clause 10.3(a) or other written agreement between the Parties at the time, the Contractor must not carry out the proposed variation and is not entitled to any payment for preliminary or pricing work in respect of that proposed variation.

10.5 If the Contractor believes that any Variation Request, either then or later:

(a) requires an addition to or deduction from any Charge or the Total Contract Price, an alteration to the milestones, deliverables, reporting (as set out in Schedule 4) or other schedules or timeframes; or

(b) prejudices the Contractor's ability to meet any of its obligations under this Contract,

then the Contractor shall, as soon as reasonably practicable, advise the Principal in writing to that effect. If the Principal confirms its Variation Request in writing, the Services, Charges and Total Contract (as defined in Schedule 4) Contractor obligations shall be modified to the extent agreed between the Parties. Until the Principal so confirms its Variation Request, it shall be deemed not to have been given.

11 PRINCIPAL'S REQUIREMENTS

11.1 The Contractor is required to keep itself informed of all developments to the Principal's Requirements from time to time, noting that the intent is for these to form part of the Construction Contract that may be entered into by the Parties.

11.2 The Contractor must immediately notify the Principal's Representative if it becomes aware of:

(a) any gaps, omissions, clashes, errors, coordination issues or oversights in the Principal's Requirements; or

(b) any conflict between the Principal's Requirements and any Materials produced or prepared by or for (including by any subcontractor) the Contractor.

12 COST ESTIMATES AND PRICING PROPOSAL

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12.1 The Contractor will contribute to the preparation of cost estimates at Concept Design, Preliminary through Developed Design stages in accordance with, or as provided by, Schedule 2 by the dates specified in Schedule 3.

12.2 The Contractor must submit its proposed Contract Price for the Contract Works, along with its detailed programme and management plans in accordance with, or as provided by, Schedule 2 (***the Pricing Proposal***). Each Pricing Proposal shall be submitted by the dates specified in Schedule 3. The Contractor must (subject to any amended or alternative requirements that the Principal may agree with the Contractor in writing) ensure that:

(a) its allowance for all preliminary and general costs ("On-site Overheads" as defined in the Construction Contract) for the performance and delivery of the Contract Works does not exceed a cap of X%[figure to be inserted from the Tender] and X%[[figure to be inserted from the Tender] respectively;

(b) its allowance for off-site overheads and profit ("Off- site Overheads and profit" as defined in the Construction Contract) for the performance and delivery of the Contract Works does not exceed a cap of X%[figure to be inserted from the Tender] and [figure to be inserted from the Tender] respectively;

(c) the percentage for margin applied to subcontractor trade costs for the purposes of calculating the Pricing Proposal does not exceed X% [figure to be inserted from the Tender] percent of such costs;

(d) its allowance for a Working Day Rate ("Working Day rate" as defined in the Construction Contract) does not exceed $X [figure to be inserted from the Tender];

(e) other pricing does not exceed the pricing information provided by the Contractor in the Tender and set out in Schedule 7 (which includes the Contractor ensuring any subcontractor supplier and all other pricing remains firm at all times and does not go above the pricing in Schedule 7);

(f) the proposed Contract Price for the Contract Works is broken down as reasonably required by the Principal; and

(g) any other information relevant to the Contract Price for the Contract Works is also included.

12.3 The Principal's Representative may, at any time and from time to time during the Term, direct the Contractor to submit a Pricing Proposal for the Contract Works. The Contractor must submit a Pricing Proposal within 15 Working Days (or such longer period as may be agreed by the Parties) from the date of any such direction, and in doing so comply with the requirements set out in clauses 12.1(a) to 12.1(g).

12.4 Each Pricing Proposal must remain open for acceptance by the Principal for at least 3 calendar months from the date it is submitted. Any negotiation of the Pricing Proposal does not constitute rejection by the Principal of the Pricing Proposal.

13 FORMATION OF THE CONSTRUCTION CONTRACT

13.1 Subject to:

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(a) the Principal deciding, in its absolute discretion, to proceed with the Project in the form, in the way and by the means described in the Pricing Proposal;

(b) the Principal being satisfied with the performance of the Contractor under the Agreement;

(c) a Contract Price being agreed by the Parties for the Contract Works, and the Principal being satisfied with all other aspects of the Pricing Proposal for the Contract Works; and

(d) such approvals or ratifications required by the Principal being given or obtained (no representation is made and nor may it ever be assumed that any such approval or ratification will be given),

the Principal may, by notice in writing to the Contractor, award a Construction Contract to the Contractor upon, and subject to, the terms and conditions in Schedule 5, completed consistently with the agreed Pricing Proposal and otherwise consistently with the Agreement.

Notwithstanding any such award, no contract or other legal relationship shall exist between the Contractor and the Principal in relation to the Contract Works until the Construction Contract is executed by both parties.

Clause 16.2 (c) will apply if the Contractor has not validly and unconditionally executed the Construction Contract by the date which is 15 Business Days after (and including) the date of the Principal's award notice.

The Parties shall bear their own costs in respect of the negotiation, finalisation and execution of the Construction Contract.

13.2 The Contractor acknowledges that the Principal may elect (in its sole discretion) to:

(a) award a Construction Contract for the Contract Works; or

(b) to not award such contract to the Contractor.

13.3 This Agreement shall be automatically terminated (subject to any undischarged obligation of a Party as at the date of deemed termination) when the Construction Contract has been signed by both Parties. The signed Construction Contract shall become the entire agreement between the Parties and the terms and conditions of this Agreement shall, unless replicated or incorporated in part or in whole in the Construction Contract, be superseded.

13.4 The Contractor acknowledges and agrees that:

(a) it cannot rely on or assume that it will be awarded the Construction Contract; and

(b) it is not entitled to make any Claim against the Principal arising out of or in connection with the Principal:

(i) not proceeding to the construction phases of the Project;

(ii) not awarding the Construction Contract to the Contractor;

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(iii) awarding a construction contract in connection with the Project to any other person or entity.

14 INTELLECTUAL PROPERTY

14.1 All drawings, reports, software, results, studies, calculations, data and other documents or information (whether in physical or electronic form) (separately and together ***Materials***) produced or prepared by or for the Contractor for and in the course of or as a result of the performance of Services, will be the exclusive property of the Principal and the Principal's Nominee when created. The Contractor will not use any such Materials for any purpose other than performance of the Services.

14.2 Subject to clause 14.3:

(a) all drawings, reports, software, results, studies, calculations, data and other documents or information (whether in physical or electronic form) used by the Contractor or any of its subcontractors in respect of the Services that are not produced or prepared by or for the Contractor in the course of or as a result of performance of the Services (separately and together ***Other Materials***), will remain the property of the Contractor and/or its subcontractor (as the case may be); and

(b) the Contractor hereby grants to the Principal and the Principal's Nominee an irrevocable, perpetual, unconditional, non-exclusive, transferable, royalty-free licence and right to study, copy, adapt, transfer, sub-licence and use all such Other Materials for any use or purpose whatever, including the Contract Works and the Project.

14.3 The Contractor will secure all necessary licenses and other rights, agreements, acknowledgements and the like from its subcontractors and any other persons in order to fully comply with its obligations under this clause and to ensure that the Principal and the Principal's Nominee has all the rights and benefits envisaged under 14.1 and 14.2(b) vested absolutely in it.

14.4 The Contractor will promptly make available for inspection by the Principal and the Principal's Nominee all Materials as the Principal and the Principal's Nominee may from time to time require, and the Principal and the Principal's Nominee will be entitled to take copies of any and all such Materials.

14.5 As between the Principal and the Contractor, the property in the Principal's Material is and will always remain with the Principal. The Contractor will not, without the Principal's prior written approval, use any Principal's Material for any purpose other than performance of the Services.

14.6 At the end of the Term or upon the earlier termination of the Agreement, all Principal's Material, all Materials and all Other Materials of the kind referred to in the licence in clause 2 (b), held by or in the possession of the Contractor must be delivered to the Principal within 5 Working Days of the Principal's request.

14.7 The Contractor warrants to the Principal and the Principal's Nominee that all deliverables and any other documents, including Materials and Other Materials, provided by the Contractor in connection with the Agreement do not and will not infringe any intellectual property or other rights of any third party.

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14.8 The Contractor shall indemnify the Principal and the Principal's Nominee severally from, and against, any loss, cost, liability or damages which the Principal or the Principal's Nominee may respectively suffer or incur (including full recovery of legal and other advisory costs) as a result of, in connection with or as a consequence of:

(a) any breach of this clause 14 by the Contractor;

(b) the warranty in clause 14.7 not being true, accurate and correct; or

(c) the licence in clause 14.2 (b) not being legal, valid and binding in accordance with its terms.

15 SUSPENSION

15.1 The Principal's Representative may at any time by notice in writing to the Contractor immediately suspend the performance of the Services. Subject to the other provisions of this Agreement, the Contractor will be entitled to be paid the Fee payable under the Agreement for Services performed up to the date of suspension as follows:

(a) despite the Fees for the Services being a fixed Fee, the Supplier shall prepare the invoice referred to in clause 9 on a time and attendance basis up to the date of suspension using the units and rates specified in this Agreement (and, if no, or not all, units and rates are so specified, on a reasonable basis consistent with other similar engagements).

(b) the amount so calculated shall be reckoned as being payable, and as having been paid, on account of the fixed Fee for the Services which include the affected Services and allocated to the relevant Milestone/s/Deliverables (as set out in Schedule 4), and on account of the total maximum Fee for the Services.

15.2 The Contractor acknowledges and agrees the Principal may suspend the Services at each Hold Point by providing prior written notice to the Contractor. This does not constitute a change of any kind in the Services and therefore a variation will not apply simply as a result of the suspension.

15.3 Subject to being paid in accordance with clause 15.1, the Contractor will not be entitled to a Claim arising out of or in connection with this clause 15.

15.4 The Principal may, at any time after a suspension, require the Contractor to resume the Services and the Contractor must promptly do so.

15.5 The Term will be extended by the length of any suspension(s) under clause 15.1.

16 TERMINATION FOR CONVENIENCE, DEFAULT OR INSOLVENCY

16.1 The Principal reserves the right, at its sole and absolute discretion, to terminate the Agreement from the date specified in a written notice, at any time for any reason whatsoever, including without cause.

16.2 The Principal may immediately terminate the Agreement by giving written notice to the Contractor in the event of:

(a) the Contractor subcontracting or purporting to subcontract the whole or substantially the whole of the Services or charging or novating any part of its

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rights and/or obligations under the Agreement or purporting to do the same without the consent in writing of the Principal;

(b) the Contractor failing to submit a Pricing Proposal in accordance with this Agreement;

(c) the Contractor failing to enter into the Construction Contract by the date determined in accordance with clause 13.1;

(d) the Contractor providing false information, supplying misleading information or suppressing the provision of material information before the signing of the Agreement and/or during the Term; and

(e) the Contractor committing any other material breach of the Agreement,

and, if rectifiable, has failed to rectify the breach within 5 Working Days following a written request to do so from the Principal.

16.3 The Contractor may immediately terminate the Agreement by giving written notice to the Principal if the Principal is in breach of any material provision of the Agreement and, if rectifiable, has failed to rectify the breach within 15 Working Days following a written request to do so by the Contractor.

16.4 A Party may immediately terminate the Agreement by giving written notice to the other Party where an Insolvency Event occurs in respect of the other Party.

17 CONSEQUENCES OF TERMINATION OR EXPIRY

17.1 The Contractor is not entitled to any Claim, in contract, tort or otherwise, to any compensation or additional payment whatsoever in respect of or in relation to or in connection with any termination or expiry of the Agreement (including loss of profit, loss of opportunity, or any other financial or economic type cost, expense, loss or damage).

17.2 If the Agreement is terminated for any reason or the Term expires, the Parties are not released from liability in respect of any breach, non-performance or non-observance of any covenant, provision, agreement, stipulation or obligation to be observed or performed pursuant to the Agreement before the date of termination or expiry. This clause 17.2 is subject to and without limitation or prejudice to clause 17.1.

17.3 If the Agreement is terminated for any reason, the Principal may proceed with the Project in any way it sees fit including inviting tenders for the Contract Works and/or entering into negotiations with any person or entity and the Principal may, at its sole and absolute discretion, include or exclude the Contractor in whole or in part from any such proceedings.

17.4 The Contractor shall indemnify the Principal and the Principal's Nominee severally from, and against, any loss, cost, liability or damages which the Principal or the Principal's Nominee may respectively suffer or incur (including full recovery of legal and other advisory costs) as a result of, in connection with or as a consequence of the termination of this Agreement by the Principal under clause 16.2 or 16.4.

18 DISPUTE RESOLUTION

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18.1 The Parties agree to use all reasonable endeavours to resolve any dispute or difference that may arise under this Agreement (separately and together a ***dispute***). The following process will apply to disputes:

(a) a Party must promptly notify the other if it considers a matter is in dispute.

(b) the contract managers will attempt to resolve the dispute through direct negotiation.

(c) if the contract managers have not resolved the dispute within 10 Working Days of notification, they will refer it to the Parties' senior managers, or equivalent, for resolution.

(d) if the senior managers, or equivalent, have not resolved the dispute within 10 Working Days of it being referred to them, the Parties will refer the dispute to mediation or some other form of alternative dispute resolution.

18.2 If a dispute is referred to mediation, the mediation will be conducted:

(a) by a single mediator agreed by the Parties, or if they cannot agree, appointed by the Chair of AMINZ (Arbitrators' and Mediators' Institute of New Zealand);

(b) on the terms of the AMINZ standard mediation agreement or equivalent standard agreement provided by the mediator; and

(c) at a fee to be determined by the mediator, such fee to be paid by the Parties in equal shares.

18.3 Each Party will pay its own costs of, and related to, mediation under this clause 18 or any alternative dispute resolution.

18.4 If there is a dispute, each Party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.

18.5 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in this clause 18, unless court action is necessary to preserve a Party's rights.

19 CONFIDENTIALITY

19.1 The Parties each undertakes that it has adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties and that it will not use or disclose the other Party's Confidential Information to any person or organisation other than:

(a) to the extent that use or disclosure is necessary for the purposes of providing the Services or using the Services;

(b) if the other Party gives prior written approval to the use or disclosure;

(c) if the use or disclosure is required by law (including under the Official Information Act 1982 (NZ)), or by any public service agency, Minister of the New Zealand Crown or New Zealand Parliamentary Office or body; or

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(d) in relation to the disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

19.2 Each Party will ensure that its personnel:

(a) are aware of the confidentiality obligations in this Agreement; and

(b) do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

19.3 The Principal and the Principal's Nominee may share all or any part of the Services with any professional adviser engaged by the Principal or the Principal's Nominee and any third party (and its professional advisors) providing development assistance to the Principal's Nominee for use in connection with the Project and the development of a new hospital, including the design, construction, commissioning, operation, maintenance, repair, renovation or expansion of the New Betio Hospital and/or a new medical facility.

19.4 The Contractor must ensure that any subcontractors are bound by provisions equivalent to this clause 19.

19.5 The Contractor will not make any statements to the media or others regarding the contents of the Agreement or the execution of the Services without the prior written approval of the Principal. Media requests for information relating to the Services or the Principal's assets or its business will be immediately referred by the Contractor to the Principal.

19.6 The Contractor shall indemnify the Principal and the Principal's Nominee severally from, and against, any loss, cost, liability or damages which the Principal or the Principal's Nominee may respectively suffer or incur (including full recovery of legal and other advisory costs) as a result of, in connection with or as a consequence of any breach of this clause 19 by the Contractor.

20 NOTICES

20.1 All notices to be given under the Agreement (including approvals, consents, instructions and orders) will be in writing, and sent by personal delivery, courier or email to the address of the relevant Party referred to in clause 5 of the Contract Agreement or such other address as may be notified from time to time by the Party.

20.2 If a notice is delivered personally, by courier or sent by email after 5 pm on a day or on a day that is not a Working Day, the notice will be deemed to have been served on the next Working Day.

21 ASSIGNMENT AND SUBCONTRACTING

21.1 The Contractor:

(a) may not, except with the prior written consent of the Principal, assign, novate, charge or otherwise encumber the whole or any part of the Contractor's rights and/or obligations arising under or pursuant to the Agreement; and

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(b) may not, except with the prior written consent of the Principal and then subject to any terms and conditions the Principal may impose, subcontract the whole or any part of the Services.

22 PROCUREMENT OF LONG LEAD ITEMS

22.1 The Contractor must, as part of the Services, identify those materials, goods and equipment that require long lead times or that require the procurement process to commence prior to the commencement of the Construction Contract to enable Practical Completion (as defined in the Construction Contract) to be achieved by the Due Date for Completion (as defined in the Construction Contract) (the **Long Lead Items**).

22.2 If so agreed between the Principal and the Contractor, the Contractor will enter into supply agreements with the respective suppliers for the Long Lead Items in accordance with clause 2 of Schedule 6 and on terms approved in writing by the Principal's Representative and promptly (and in any event within 5 Working Days from the date the supply agreement is entered into) provide the Principal with:

(a) a subcontractor or supplier warranty and continuity guarantee for the benefit of the Principal and Principal's Nominee from each supplier in a form as set out in Schedule 9, with each duly signed by both the Contractor and the applicable supplier;

(b) a bailment agreement for off-site materials for the benefit of the Principal and the Principal's Nominee from the bailee in the form attached as Schedule 8 duly signed by the Contractor.

The Principal may at its absolute discretion procure any Long Lead Items itself or engage a third party to procure such Long Lead Items.

22.3 The procurement of any Long Lead Items by the Contractor will be deemed to form part of the Contract as "Prior Works" (subject to the Contractor being awarded the Construction Contract).

22.4 Notwithstanding anything to the contrary, the Principal will have no liability for any amounts payable for the Long Lead Items that arise due to any breach or default of the Contractor, or any person or entity for whom it is responsible, save that the Principal will reimburse any such amounts to the extent that such breach or default has been contributed to or caused by the Principal.

22.5 If the Parties do not enter into the Construction Contract, the Principal will reimburse the Contractor for amounts properly due and payable for the Long Lead Items procured pursuant to clause 22.2 and any reasonable cancellation charges payable for the Long Lead Items ordered but not procured, unless the failure to enter the Construction Contract was a result of a material breach by the Contractor under this Agreement. The Contractor will use its best endeavours to minimise any applicable cancellation charges.

22.6 As a condition precedent to any payment contemplated by clause 22.5 the Contractor must within 10 Working Days from the date of any request from the Principal to do so assign or novate the relevant supply agreements relating to Long Lead Items to the Principal or its nominee at no additional cost to the Principal and on terms required by the Principal.

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23 MISCELLANEOUS

23.1 The Contractor will maintain the insurance specified in Schedule 1, for the limits of indemnity and duration stated in Schedule 1. The insurances will be with a well established and resourced insurance office or underwriter of repute. The Contractor will promptly, following a request from the Principal from time to time, provide the Principal with evidence that any required insurances are in force and that the premiums have been paid.

23.2 The Agreement constitutes the entire agreement between the Principal and the Contractor with respect to the subject matter of the Agreement and supersedes all prior communications, negotiations and agreements with respect to the subject matter of the Agreement. Notwithstanding the foregoing provisions, this clause 2 will not limit the liability of a Party in respect of fraudulent acts or omissions of that Party and nor is it intended to and nor will it limit or prejudice any rights and/or remedies of a Party at law, equity or otherwise in relation to or in connection with the Agreement.

23.3 No amendment or other modification of the Agreement will be effective unless it is in writing, is dated and is signed by a duly authorised representative of each Party.

23.4 If any one or more of the provisions contained in the Agreement is invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained in the Agreement will not in any way be affected or impaired.

23.5 The delay or non-exercise of a right does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or future exercise of it or the exercise of any other power or right. Any waiver or consent given by a Party will only be effective if given or confirmed in writing.

23.6 Each Party will do all acts and things including the execution of all relevant documents, as may be reasonable to implement and carry out its obligations and duties under, and contemplated by, the Agreement.

23.7 The Contractor is an independent contractor performing Services under the Agreement. Nothing in the Agreement will create, constitute or evidence any partnership, joint venture, agency, trust or employer/ employee relationship between the Parties, and no Party may make, or allow to be made, any representation that any such relationship exists between the Parties. No Party will have the authority to act for, or incur any obligation on behalf of, the other Party.

23.8 The Agreement may be executed in counterparts and the counterparts together will constitute a binding and enforceable agreement between the Parties.

23.9 The Contractor acknowledges and agrees that it has no conflict of interest, and is not aware of any conflict of interest (other than any conflict disclosed prior to the date of the Agreement).

23.10 The Agreement is governed by and is to be construed under the laws in force in New Zealand.

23.11 The provisions of clauses 13.2, 13.4, 14, 16, 17, 18, 19, 20, 21, 22 and 23, as well as any parts of the Agreement required in order to interpret or to give full

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intended effect to those provisions (for instance, clause 1), will survive termination or expiry for whatever reason of the Agreement.

24 PROCUREMENT

The Contractor must use good procurement practice in purchasing goods (including any assets) or subcontracting services under this Agreement. The parties acknowledge and agree good procurement practice means acting with integrity, being open, fair and accountable and achieving value for money.

25 HEALTH AND SAFETY STANDARDS

25.1 The Principal is committed to protecting the health, safety and wellbeing of staff, managers, workers and others while work is carried out within New Zealand and internationally. The Contractor and subcontractors are expected to consider the health and safety risks involved in the Services and the Contract Works and how those risks can be eliminated or managed. The Contractor must work with the Principal to discuss and agree these matters and execute a Health and Safety Acknowledgement Form and prepare a safety plan for the Services before the Contract is signed.

25.2 The Contractor will:

(a) ensure, so far as is reasonably practicable, the health and safety of:

(i) workers who work for the Contractor, while the workers are performing work under this Agreement; and

(ii) workers whose activities are influenced or directed by the Contractor while performing work under this Agreement; and

(iii) other persons who might be put at risk by the Contractor performing work under this Agreement;

(b) consult, cooperate and coordinate with the Principal in relation to the health and safety matters referred to of the workers and other persons described in clause 25(a) above;

(c) comply with the provisions of any Health and Safety Acknowledgement Form and Safety Plan provided to the Principal;

(d) comply with all reasonable directions of the Principal relating to health and safety; and

(e) report any health and safety incident, injury or near miss to the Principal as soon as possible after becoming aware that such an event has occurred.

For the purposes of this clause:

(i) ***workers*** means an individual who carries out work in any capacity, including employees, contractors, subcontractors, apprentices and volunteers; and

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(ii) ***reasonably practicable*** means that which is, or was, at a particular time, reasonably able to be done in relation to ensuring health and safety, taking into account and weighing up all relevant matters, including —

i. the likelihood of the hazard or the risk concerned occurring;

ii. the degree of harm that might result from the hazard or risk; and

iii. what the person concerned knows, or ought reasonably to know, about—the hazard or risk; and

iv. ways of eliminating or minimising the risk; and

v. the availability and suitability of ways to eliminate or minimise the risk; and

vi. after assessing the extent of the risk and the available ways of eliminating or minimising the risk, the cost associated with available ways of eliminating or minimising the risk, including whether the cost is grossly disproportionate to the risk.

25.3 Nothing in this Agreement shall impose any obligation on the Contractor to pay or reimburse the Principal for any fine or an infringement fee which may be incurred by the Principal under the Health and Safety at Work Act 2015.

25.4 Without limiting the obligations of the Contractor as set out in this clause 25, the Contractor warrants that its health and safety plan takes into account, and shall ensure that such plan always takes into account, the Covid-19 virus and, in so far as they are known or can reasonably be anticipated, its actual or potential implications in connection with the implementation of the Services, the performance of the Services, any personnel, any subcontractor, any member of a subcontractor's personnel or any worker.

26 PREVENTING SEXUAL EXPLOITATION AND HARASSMENT POLICY (PSEAH)

The Contractor must comply, and must ensure that its personnel and subcontractors comply with the Principal's "Preventing Sexual Exploitation Abuse and Harassment Policy for the New Zealand Aid Programme:"

27 NO DIPLOMATIC PROTECTION

For the avoidance of doubt, the Contractor, its personnel and subcontractors have no diplomatic immunity under this Agreement or during the provision of the Services, and will be fully responsible for the consequences of their own actions.

28 CULTURAL AWARENESS

If the nature of the Services requires it, the Contractor will provide the Services in a manner that:

(a) is culturally appropriate for the countries and communities where the Services are provided;

(b) respects the personal privacy and dignity of all participants and stakeholders; and

(c) complies with all child protection laws (including the Vulnerable Children Act 2014 (NZ)) and any policies as notified to the Contractor by the Principal (which

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may include undertaking safety checks and/or providing information to the Principal to enable it to undertake or verify safety checks).

29 CONDUCT

The Contractor will act in accordance with the principles of the Standards of Integrity and Conduct issued by the New Zealand State Services Commission, https://ssc.govt.nz/assets/Legacy/resources/Code-of-conduct-StateServices.pdf.

The Principal's Technical Adviser Code of Conduct, Schedule 10, applies to all Services undertaken by the Contractor, its personnel and subcontractors (to the extent that the provisions of the Code of Conduct are applicable). The Contractor must ensure all personnel and subcontractors comply with this document.

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EXECUTION

Signed by **[ ]** by its duly authorised signatory in the presence of:

.....
[ ]

.....
Witness signature

.....
Full name (please print)

.....
Occupation (please print)

.....
Address (please print)

Signed for and on behalf of **[ ]** by:

.....
.....
Position:

Position:

.....
.....
Full name (please print)

Full name (please print)

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SCHEDULE 1 – AGREEMENT PARTICULARS

1	Principal's contract manager	[insert name]
2	Principal's Representative	Jacobs New Zealand Ltd
3	Contractor's Representative	[insert name of the Contractor's Representative]
4	Key Personnel – ECI phase	[As specified in the proposal]
5	Site	New Betio Hospital site, Betio, South Tarawa
6	Term	12 months
7	Time for the Contractor to submit tax invoices	On completion of specifed stages set out in Schedule 3]
8	Insurance	Professional indemnity insurace: **Indemnity limit:** The limit of liability of such insurance coverage will not be less than $1,000,000 per any one occurrence, and the annual aggregate limit of liability under the policy will not be less than twice that amount. **Duration:** The Contractor will maintain this insurance from the time of commencement of the Agreement up to the date that is 6 years after the end of the Agreement. Public liability insurance: **Indemnity Limit:** The limit of liability of such insurance coverage will not be less than $*2,000,000* per any one occurrence and unlimited in the aggregate. **Duration:** The Contractor will maintain this insurance for the Term of the Agreement.

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SCHEDULE 2- SCOPE OF THE SERVICES

PART A - THE PRINCIPAL'S OBJECTIVES - ALL STAGES

Without limiting the Services and obligations set out in the Agreement, the Principal's primary objectives in obtaining early contractor involvement services from the Contractor include:

(a) General

To receive the benefit of the Contractor's specialist construction expertise and knowledge to inform the design of the Contract Works and the Principal's Requirements. The Contractor is a construction consultant and adviser to the Principal.

(b) Buildability

Establishing and verifying the design of the Contract Works including undertaking a rigorous and informed process of testing of the design for buildability.

(c) Supply chain

Obtaining a commitment from the Contractor's supply chain for the Contract Works, including pricing and meeting the dates and timeframes shown in Schedule 3.

(d) Risk identification and assessment

Identifying and assessing the risks associated with the Contract Works and analysing those risks, and identifying any available strategies to avoid, mitigate or manage the risks.

(e) Mitigation of other effects

Understanding by the Contractor of all elements of and impacts upon the Contract Works (including of other works to be undertaken in and around the Site) so that the Contract Works can be carried out in an informed, co-ordinated and efficient way with appropriate sequencing and staging.

(f) Savings and efficiency

Identifying cost savings and efficiencies with respect to:

(i) design cost;

(ii) construction cost;

(iii) preliminary and general cost;

(iv) ongoing maintenance and operational costs; and

(v) identifying and procuring long lead items to improve programme efficiency.

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(g) Price

Establishment of sub-trade and final pricing leading to a Contract Price for the Contract Works, including following the process set out in Schedule 6.

(h) Long Lead Items

Identifying and procuring Long Lead Items in accordance with clause 22 in order to maintain Project schedule.

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PART B - KEY DELIVERABLES

1 Definitions

In this Schedule unless the context otherwise requires:

(a) ***Other Documents*** means the documentation issued to the Contractor at the start of the ECI Phase.

(b) ***ECI Phase*** means the Term of this Agreement during which the Contractor will be delivering the Services.

(c) ***Proposal Documents*** means the documentation issued during the request for proposal phase (that is, before the commencement of this Agreement) on which the Contractor based its Tender.

2 Background

The New Zealand Ministry of Foreign Affairs and Trade (MFAT) is working with the Government of Kiribati (GoK) to assist in the design and construction of a new Betio Hospital to replace the existing one, on a new, more climate change resilient site provided by the GoK (the Activity), for the benefit of the people and GoK. The goal of the Activity is to support Kiribati to achieve a healthy South Tarawa population that is supported by sustainable quality health services.

The Activity comprises of design, tendering and construction of a new health care facility in Betio to provide the local population with improved access to health care services that are consistent with community needs. An Early Contractor Involvement approach was selected as the preferred approach to delivering the hospital.

3 Adjacent site

The New Betio Hospital is on a site to be shared with the South Tarawa Water Treatment Plant (STWTP). The STWTP is being funded by the World Bank, Asian Development Bank and Green Climate Fund.

4 Primary End-User

Without limiting the Principal's Nominee, the Ministry of Health and Medical Services has been identified as the primary end user of the hospital.

The Ministry of Health and Medical Services (MHMS), along with the Ministry of Finance and Economic Development (MFED) and the Ministry of Infrastructure and Sustainable Energy (MISE), have been directly consulted throughout the initial concept design process to take into consideration the functional and medical requirements of the facility. Ongoing operation and maintenance costs will be the responsibility of the GoK and as such, both the design and selected construction materials must, to the extent possible, offer longevity, resilience and be readily maintainable by expertise available in Kiribati and otherwise meet the MHMS and MISE requirements. The Contractor is not expected to have any direct engagement with the GoK under this Agreement.

5 Governance

The Project governance structure includes:

- A Project Working Group (PWG); and
- A New Betio Hospital Steering Committee (NBHSC) and

All reports and other materials provided by the Contractor will be shared with the PWG and NBHSC.

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Project interactions with the PWG and NBHSC will be the responsibility of the Principal and the Principal's Representative and the Contractor is not expected to have any direct engagement with the PWG or the NBHSC under this Agreement.

6 Other Suppliers

The Principal has procured the services of Jacobs New Zealand Ltd (the **Principal's Representative**) to undertake project management, design and procurement activities. This includes the primary responsibility as designer (the **Designer**) and provision of quantity surveyor (the **Quantity Surveyor** or **QS**) services. The quantity surveyor will support the Project to identify quantities and provide an independent review of all costings.

The Designer will prepare the concept design, developed design and the detailed design. On every iteration of design review as indicated in the proposed scope, the Contractor will be provided with the most up-to-date drawings and information.

7 Principal supplied information

The Principal has commissioned the Concept Design, geotechnical services, and Environmental and Social Impact Assessment.

The Principal has commissioned a UXO survey of the site, which will be undertaken once COVID-19 travel restrictions permit.

The Contractor will review the Principal supplied information when available and provide any necessary feedback.

8 Design Workshops

The Contractor will participate in three formal design workshops with the Principal's Representative, reviewing each trade package to revise the buildability, logistics, programme and contract price for the Contract Works, so that a viable construction contract can be agreed.

Design workshops will be convened to review the overall design at Concept Design and at progressive stages of Developed Design. It is expected that communication with the Principal's Representative will be undertaken in between workshops as part of a two-way dialogue.

Throughout the Services, the Contractor will:

(a) Liaise and interact with the Principal's Representative as part of the planning requirements and design development of the Project to:
  (i) establish a constructive, transparent and collaborative relationship;
  (ii) collaboratively work on design development; and
  (iii) assist with risk and value management.

(b) Expand on ideas, suggestions and recommendations proposed prior to the commencement of the ECI Phase.

(c) Provide a cost planner to review and provide input into a Schedule of Prices at each stage. The cost planner will populate the Schedule of Prices and review the design to look for opportunities to reduce both construction and "whole of life" costs.

(d) On a monthly basis, the Contractor will review and contribute to the following documents authored and maintained by the Principal's Representative:
  (i) Monthly progress reports
  (ii) A Project risk register with any associated issues and corrective actions

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(iii) Minutes of regular meetings and workshops

9 Climate change resilience

All cost estimates prepared and delivered under this Agreement will identify the approximate costs associated with the building enhancements required to improve resilience against climate change. As examples, building enhancements are expected to include raised floor elevations to reduce coastal inundation impact and construction to higher "importance levels" as defined by NZS 1170. Understanding these and other climate change adaptation costs will assist the Principal in its reporting to the Organisation of Economic Cooperation and Development (OECD).

10 PROJECT SPECIFICS AND DESIGN STAGES

Where relevant, a brief summary of the Principal's Representative work in a stage is included in the description of the Services by way of relevant background.

10.1 *Project Establishment – Kick off meeting and H&S*

The Contractor will participate in a kick-off meeting with the Principal's Representatives either in Wellington or via videoconference to discuss Project expectations, timelines, deliverables and principles of engagement.

As part of the tender submission, the Contractor has submitted both an outline Safety Plan and a Health and Safety Acknowledgement Form (Schedule 11).

In advance of any travel to Kiribati, the Contractor will revise the Safety Plan and submit it to the Principal for consideration and comment before any travel is undertaken.

11 Stage One: Concept Design Review

11.1 *Background to the Services in this Stage*

A Functional Brief has been prepared for the New Betio Hospital, which includes the Design Principles, Model of Care and the Schedule of Accommodation. The Designer has prepared the Draft Concept Design for the new Betio Hospital and their QS will prepare a preliminary cost estimate. The Concept Design is being advanced through extensive consultation with local, regional and international medical practitioners, user groups and ministries of the GoK.

The Designer will prepare and submit a Concept Design Report to the Principal for comment and approval. This report will include design considerations, associated cost estimates and schedule implications. It will be used to assist the Principal with the final selection of the building concept to progress through to Developed Design stage. This report will also be used to provide the initial basis of construction budget.

The Draft Concept Design indicates that the full hospital scope will not be achievable within the current funding envelope and that a second stage of development will be required. Respondents are expected to collaborate towards developing the design for the full scope of the hospital indicated in the Draft Concept Design, however they will be the Preferred Works Contractor for Stage 1 only. The construction of the additional scoped items will be a separate procurement process that is not led or operated by MFAT.

11.2 *Contractor's Services in this Stage*

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Desktop review

The current travel restrictions as a result of the COVID-19 pandemic mean that a site visit is not possible at this time. The Contractor will review all desktop information relevant to the existing site to gain a full understanding of factors that might affect project costs and will identify any additional information required from the Principal.

Concept Design Review Report

The Contractor will prepare a **Concept Design Review Report** to provide feedback on the proposed Concept Design. This will be inclusive of reviewing the concept design drawings, summarising the proposed building materials, longevity, maintainability, energy efficiency and cost. The report should be no more than 20 pages in length.

Concept Design Cost Estimate

In discussion with the Contractor, the QS will prepare a Schedule of Prices (SoP) for the Contractor to populate and provide a **Concept Design Cost Estimate**.

The Contractor will identify any emerging risks and will assist the QS to provide a sensitivity analysis to check the impact on the construction budget.

12 Stage Two: Preliminary through Developed Design

12.1 *Background to the Services in this Stage*

The Principal's Representative will advance the Concept Design through an iterative process of formal workshops and ad hoc communication with the Contractor to prepare the Developed Design Report, inclusive of design drawings, specifications and cost estimates. This report will be presented to the New Betio Hospital Steering Committee.

It was envisaged that a site visit would be achievable by the Designer during this stage and that up to two workshops will be conducted in Kiribati. However, given the current travel restrictions this may need to be achieved remotely.

The Designer will provide the following services:

- Site investigations including geotechnical testing, sampling and analysis.
- Conduct an environmental and social impact assessment.
- Engage with officials within each utility provider.

12.2 *Contractor's Services in this Stage*

The Contractor will assist with the developed design to provide practicable build advice and recommend construction methodologies to positively influence the Project.

Workshop Participation

The Contractor will enlist the participation and advice of each trade discipline in a series of workshops between the Contractor and the Principal's Representative. It is anticipated that three formal workshops will be conducted, with interaction in between workshops with the Principal's Representatives as required. The agenda will include, but not be limited to the following:

- design assumptions;
- developed design drawing review;
- construction methodology and buildability;

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- functionality and maintainability;
- known and unknown site conditions;
- capital, operational and maintenance cost implications;
- programme including lead times.

The Principal's Representative will note the Contractor's feedback and make revisions to the design and programme as necessary.

Developed Design Buildability and Delivery Report

The Contractor will make all necessary and reasonable enquiries that the Contractor decides, in its absolute discretion, to be necessary, in light of the Contractor assuming all buildability risk under the Construction Contract.

The Contractor will undertake a formal buildability review at the Developed Design stage summarising the Contractor's assessment and recommendations relating to:

(a) ease of construction, alternative construction methods or systems that the Contractor considers safer, more time-efficient or cost-effective;

(b) product selection advice, considering whole–of-life performance and maintainability;

(c) locally available materials including but not limited to quarry, engineered fill, aggregate production, concrete production;

(d) materials availability including lead times;

(e) opportunities for both on-site and off-site manufacture and assembly;

(f) trade skill availability for construction, operational and maintenance aspects;

(g) develop suitable trade packages which are compatible with the proposed construction staging and programme, and in consideration of market depth and capability;

(h) identify Long Lead Items that require the procurement process to commence prior to the Construction Contract commencing; and

(i) suggest ways of minimising risk for the Project for both the benefit of the Principal and Contractor.

The Contractor will summarise their assessment and recommendations with a **Developed Design Buildability and Delivery Report**.

Construction Programme

The Contractor will update and submit the **Draft Construction Programme** to identify the impact of design changes if any, on procurement milestones and construction duration.

Developed Design Cost Estimate

In discussion with the Contractor, the QS, will provide an updated Schedule of Prices for the Contractor to populate and provide a **Developed Design Cost Estimate**.

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The Contractor will identify any emerging risks and will assist the QS to provide an updated sensitivity analysis to check the impact on the construction budget. The updates will identify any changes when key deciding factors vary from initial assumptions.

The Principal's Representative will note the Contractor's feedback and make revisions to the design and programme as necessary.

The Contractor will assist the Principal's Representative to liaise with local utility providers and complete applications as may be needed to extend and/or upgrade utility services to the site.

12.3 *Hold Point*

At the completion of the Developed Design stage the Contractor shall cease work unless and until otherwise directed by the Principal's Representative in writing. The completion of the Services in respect of the developed designs, successfully or satisfactorily or not, does not entitle the Contractor to provide further Services.

13 Stage Three: Consents and Long Lead Item Procurement

13.1 *Background to the Services in this Stage*

The Principal's Representative will complete an Environmental and Social Impact Assessment (ESIA), building consent application and a development consent application for review by the Principal and GoK.

The Principal and Principal's Representative will review the Contractor's Buildability and Delivery Report. The procurement of long lead items will be discussed with the Contractor.

13.2 *Contractor's Services in this Stage*

Long Lead Item Pricing Proposals

Where mutually agreed, the Contractor will prepare pricing proposal(s) for long lead items, undertaking a competitive tender process in accordance with the requirements of Schedule 6 of this Agreement.

The Principal and Principal's Representative will review the Contractor's **Long Lead Items Pricing Proposal(s)** and in consultation with the Contractor identify Long Lead Items for the Contractor to procure, delivering obligations in accordance with clause 22 of this Agreement.

14 Stage Four: Developed through to detailed design

14.1 *Background to the Services in this Stage*

This stage involves advancement of the developed design to a level that clearly defines the quantity and quality of all building elements, materials and systems through drawings, specifications, schedules and performance requirements.

The detailed designs shall be comprehensively co-ordinated with other disciplines. The Designer will define and coordinate the scope of all major elements, including structural elements, building services, materials, finishes and net/gross building areas.

14.2 *Contractor's Services in this Stage*

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Detailed Design

Deliverables from the Designer at the end of this stage include a set of "For Tender" drawings, specifications and Principal's Requirements inclusive of communications networks, furniture, fixtures and equipment (FF&E); landscaping, signage and wayfinding, sufficient to secure a lump sum price. The Contractor will review these documents ensuring that they clearly and comprehensively identify the full scope of the Contract Works.

Project Execution Plan

At the conclusion of Developed Design, the Contractor shall prepare a **Draft Project Execution Plan** which summarises the Contractor's approach to logistics planning and construction planning, including the role of subcontractors, with chapters to address each topic specified herein.

Logistics planning

(a) Develop and document logistics plans for carrying out construction of the Contract Works that accommodates other site activities, including but not limited to traffic, utility functionality and essential services.

(b) Locate locations and finalise arrangements for the off-site storage of materials, plant and equipment including assembly of components to minimise traffic movements to, on, and from, the Site.

(c) Put in place transport arrangements for the delivery of materials, plant, equipment and any Principal-supplied items to the Site

(d) Identify Project-specific bio-security and custom requirements for plant and materials.

(e) Undertake craneage analysis considering the lift capacity and weight restrictions at both the Port and on roads.

(f) Finalise arrangements for the accommodation of workforce and provision of subcontractor facilities off-Site and organise transport arrangements that minimise disruption to the Site.

Construction planning

(g) Develop and document Construction plans for the Contract Works, including the:

(i) site establishment;

(ii) construction methodology;

(iii) resources planning and commitment of key people;

(iv) Principal information supply requirements, milestones, and Principal review periods for any contractor design-build elements (these must not be inconsistent with any applicable periods in the Construction Contract, Proposal Documents or Other Documents).

Other planning

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(h) The Project Execution Plan will also include the following:

(v) employee training plan inclusive of local labour force.

(vi) construction environmental management and monitoring plan (CEMMP) drawing on the Principal's Representative -prepared ESIA and ESMP.

(vii) health and safety management plan.

(viii) evacuation management plan;

(ix) site security and management plan;

(x) quality management plan and;

(xi) traffic management plan;

(xii) waste management plan;

(xiii) commissioning and handover plan including Producer Statements required; and

(xiv) operational and maintenance training plan.

all as described in the Agreement and/or the Construction Contract documents.

Construction programme

(i) The Project Execution Plan will also contain a Comprehensive Programme as defined by NZS 3910 for completion of Contract Works.

(j) The Contractor's programme included within the Project Execution Plan will summarise all key milestones, sunset dates, notification, review and approval timeframes, including:

(xv) procurement including supply and delivery;

(xvi) construction;

(xvii) fitout; and

(xviii) commissioning programme;

The Project Execution Plan shall be prepared in draft format with a **Final Project Execution Plan** prepared which integrates feedback as directed by the Principal's Representative.

Updated Construction Programme

The Contractor will update and submit the **Construction Programme** to identify the key tasks, milestones and durations for procurement, mobilisation and construction based on the 'For Tender' design set.

Pricing Proposal

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In discussion with the Contractor, the QS, will provide an updated SoP for the Contractor to populate and provide a **Pricing Proposal**.

The Contractor will:

(a) call tenders to enable the cost of subcontractor works to be determined in accordance with the process set out in Schedule 6 of the Agreement.

(b) Submit the Pricing Proposal required under clause 12.1 in response to any Principal's direction under clause 12.2.

(c) Deliver the Pricing Proposal with the proposed Contract Price.

In accordance with clause 12.4 the Contractor's Pricing Proposal must remain open for acceptance by the Principal for at least 3 calendar months from the date it is submitted.

15 Lessons Learned

The Contractor will participate in a workshop convened and facilitated by the Principal and the Principal's Representative at the conclusion of detailed design to document lessons-learned to date.

The Contractor will provide **written feedback on the Draft Lessons Learned document**.

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Supplier's Approved Subcontractor(s)

Approved subcontractor(s) are listed below. Any changes the Contractor wishes to make are must be agreed in writing with the Principal's contract manager.

Subcontractor	Full legal name
Name	Position
Name	Position
Add/delete rows as necessary	

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SCHEDULE 3 – PRINCIPAL'S INDICATIVE TIMETABLE

Stage	**Indicative Timetable**
1. Project Establishment, Concept Design Review, Concept Design Cost Estimate	September 2021
2. Developed Design workshops participation, Developed Design Buildability and Delivery Report, Draft Construction Programme, Developed Design Cost Estimate	October 2021 – March 2022
3. Consents (Statutory Requirements) and Long Lead Items	As required
4. Draft Project Execution Plan, Final Project Execution Plan, Construction Programme, and Pricing Proposal	April-May 2022
5. Lessons Learned – feedback on the draft lessons learned document	June 2022
Contractor Mobilisation	Q3 2022
Construction Practical Completion	18 months after contract award
Defects period ends	1 year after practical completion

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SCHEDULE 4 – FEES, DELIVERABLES, RATES AND KEY PERSONNEL

The fee is comprised of the following (as may be adjusted under clause 9, the ***Fee***):

(a) a fixed fee of **$[*insert*]** plus GST (where applicable) for all Services under the Agreement; and

(b) in respect of any Long Lead Items procured pursuant to clause 22.2:

(i) the amounts properly due and payable, including any advance payment, for any such Long Lead Item, under the relevant procurement contract; plus

(ii) an allowance for all margin and overhead by applying a fixed percentage of [*insert*] to the amount in b.(i) above,

with the Contractor only being entitled to any advance payment from the Principal if and when a bond in a form and from a surety satisfactory to the Principal in favour of the Principal is provided to the Principal (with the bond amount equal to the amount of the advance payment sought for the Long Lead Item).

The Fee is deemed to be full and final payment for the Contractor performing and delivering the Services under the Agreement.

The Fee referred in (a) shall be paid in instalments, which respectively will become payable on completion of the relevant stage of the Services – as shown in Milestone/Deliverable in the table below. The Fee referred in (b) shall be calculated and paid upon invoice as and when the relevant event occurs.

The table below sets out the:

1) due date by which the Milestones/Deliverables are expected to be achieved;
2) Milestones/Deliverables to be achieved by each due date; and
3) amount of Fees that are payable on the achievement of each Milestone/Deliverable by the due date.

The Contractor acknowledges that if the Milestones/Deliverables in respect of the fee referred in (b) have not been achieved in full a lesser amount will be payable (as reasonably determined by MFAT following discussion with the Contractor).

Milestone/ Deliverable	**Due Date**	**Scheduled Payment Amount**	**Contract Currency**
Project Establishment, Concept Design Review Report, Concept Design Cost Estimate	TBC		NZD
Workshop 1 Participation & Outcomes Report	TBC		NZD
Workshop 2 Participation & Outcomes Report	TBC		NZD
Workshop 3 Participation & Outcomes Report	TBC		NZD
Developed Design Buildability and Delivery Report, Draft Construction Programme, Developed Design Cost Estimate	TBC		NZD
Long Lead Items	As required	N/A	NZD

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Draft Project Execution Plan, Construction Programme, and Pricing Proposal	TBC	NZD
Final Project Execution Plan and Lessons Learned including feedback on the draft lessons learned document	TBC	NZD
TOTAL FEE		

All amounts are exclusive of New Zealand GST (if any) but inclusive of any other taxes and duties.

Hourly Rates

All Services will be reimbursed as a fixed fee. In the event additional services are agreed in writing, and that a variation to the Agreement or new agreement is executed, the hourly rates recorded in the table below will be the basis for valuing such additional services.

The unit cost rate for each of the relevant personnel is exclusive of New Zealand GST (if any) but inclusive of any other taxes and duties.

	Hourly rates		
Description	**Senior**	**Intermediate**	**Administrator or Other (specify)**
ECI Services	0.00	0.00	0.00
Quantity Surveyor or Cost Estimator	0.00	0.00	0.00
Other (Specify)	0.00	0.00	0.00

All amounts are exclusive of New Zealand GST (if any) but inclusive of any other taxes and duties

Contractor's Key Personnel

The Contractor will provide a team with the necessary knowledge, skills and experience to provide the Services. Any changes the Contractor wishes to make to the Key Personnel must be agreed in writing with the Principal's contract manager.

Name	Position
Name	Position
Name	Position
Add/delete rows as necessary	

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SCHEDULE 5 – AGREED FORM OF CONSTRUCTION CONTRACT

Refer to the annexed or enclosed "Construction Contract – **New Betio Hospital Project**"

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SCHEDULE 6 – OPEN BOOK COMPETITIVE PROCESS FOR PRICING PROPOSAL

1 APPLICATION

The Contractor must follow the process set out in this Schedule 6 for the purposes of building up its pricing for the Pricing Proposal and to ensure there is total pricing transparency for the Principal.

2 SUB-CONTRACTOR AND/OR SUPPLIER TENDER PROCESS

2.1 The Contractor acknowledges and agrees that it must follow the process set out in this clause 2 even where the Contractor would like to perform the applicable work, service or supply package itself i.e. where the Contractor does not wish to subcontract the applicable work, service or supply package, unless agreed in writing with the Principal's Representative.

2.2 The Contractor must observe and comply with the following in respect of each work, service or supply package comprising the Contract Works unless the Principal's Representative advises in writing otherwise:

(a) the Contractor must notify the Principal's Representative in writing of:

(i) a description of the work, service or supply package together with reference to the applicable design documentation; and

(ii) a list of those parties (to be, unless a lesser number is approved by the Principal's Representative, no less than 3 different and independent parties on each occasion) which the Contractor proposes are suitable to perform the work, service or supply package. The Contractor or a Related Company of the Contractor may be put forward by the Contractor as suitable to perform the work, service or supply package but will not be regarded as an independent party, with the effect that at least another 3 different and independent parties must also be put forward by the Contractor as being suitable to perform the work, service or supply package (*Related Company* has the meaning given in section 2(3) of the New Zealand Companies Act 1993, read as if the expression "company" in that subsection included any body corporate, wherever incorporated);

(b) call for tenders for performance of the work, service or supply package and the tender list must include any persons suggested by the Principal's Representative;

(c) each invitation to tender must prescribe the form of subcontract (where applicable) which is to apply;

(d) copies of all tenders received must be promptly sent by the Contractor to the Principal's Representative by email;

(e) the Contractor must review all tenders, clear (to the extent reasonably practicable having used all reasonable endeavours) all 'tags' with the tenderers and otherwise have the tenders amended so that they comply with the requirements of the Construction Contract, following which it will present the tenders to the Principal's Representative (in the format required by the Principal's Representative including enabling the Principal's Representative to compare the tenders on a like-for-like basis) noting its preferred tenderer and the reasons for its preference;

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(f) the Contractor will consult and liaise with the Principal's Representative over the selection of the tenderer; and

(g) the Contractor will not appoint a tenderer without the prior written approval of the Principal's Representative to the identity of the tenderer and of the terms and conditions, including cost, of that engagement.

2.3 Where the work, service or supply package relates to building services the invitation to tender must also call for a separate price for the Principal for maintenance of such building services following "Practical Completion" (as defined in the Construction Contract) of the Contract Works on an annual fee basis as well as a schedule of the maintenance work proposed for that fee. Such price must remain open for acceptance by the Principal or the Principal's Nominee for a period of 12 calendar months from the date of the tender submission.

2.4 The fact that the Principal's Representative may have approved of the identity of a subcontractor and of the terms and conditions, including price, of the subcontractor's proposed engagement, will in no way whatsoever relieve the Contractor from any of its obligations, duties or liabilities under the Construction Contract (should it be awarded the Construction Contract) or transfer any obligation, duty, liability or risk to the Principal.

3 OPEN BOOK BASIS

The Contractor must act in good faith and in a fully transparent manner (including on a fully 'open book' basis) in order to enable the Principal and the Principal's Project Team to scrutinise, assess and comment on, in detail, amounts tendered by proposed subcontractors (including, for the avoidance of any doubt, contractors, suppliers, vendors, manufacturers, trades and consultants) and the make-up of the pricing in the Pricing Proposal.

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SCHEDULE 7 – PRICING INFORMATION

Note: Insert Contractor's pricing information from Tender

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SCHEDULE 8 – BAILMENT AGREEMENT FOR OFF-SITE MATERIALS

THIS AGREEMENT is dated [ ] 2020

BETWEEN: Ministry of Foreign Affairs and Trade (*Principal*)

AND: [ ] (*Contractor*)

INTRODUCTION:

A. The Principal intends to enter into a construction contract with a contractor for the [*construction of*] (*Contract Works*) at *[insert address of the site materials will be delivered to*] (*Site*).

B. The Principal and the Contractor have entered into an early contractor involvement agreement (*ECI*) for the performance of part of the Contract Works and/or the supply of Materials described in Schedule A to this agreement (*Materials*) and intended to be used by the Contractor and/or the Principal in the Contract Works.

C. The Contractor (*Bailee*) proposes to store the Materials at the premises of the Bailee (*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 Principal has agreed to authorise 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 - MATERIALS

Description of Materials inclusive of work performed on them:

The manufacture of [ ] in accordance with the ECI.

SCHEDULE B – PREMISES

The location which the Materials will be stored is:

[xxxxxxxxxxxxxxxxxxxx]

IT IS AGREED AS FOLLOWS:

1 The Materials to which this agreement relates are those described in Schedule A currently located on the Premises identified in Schedule B.

2 The Premises identified in Schedule B are in the sole control of the Contractor and the Contractor shall act as bailee of the Materials for the Principal until such time as the Materials are delivered to the Site or taken possession of by the Principal.

3 The Contractor agrees that it 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 Contractor or as otherwise approved by the Principal.

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4 The Contractor will not 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) the Principal may at its sole discretion take possession of the Materials for use other than for the Contract Works; provided that where the Principal takes possession of any Materials under this clause 4(b), 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 ECI before taking possession of the Materials.

5 The Principal, 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 9 and 17 below have been fully satisfied, shall include in any invoice issued under the ECI a sum representing the reasonable value of such Materials calculated in accordance with the ECI.

6 Upon the Principal having made any payment for the Materials in accordance with the ECI Agreement, title to such Materials shall immediately vest in the Principal free of all security interests, charges and encumbrances of any nature whatsoever.

7 The Contractor agrees that the Materials will be held by the Contractor 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 (PPSR).

8 The Principal may register a financing statement on the Personal Property Securities Register (PPSR) listing the Principal as secured party and the Contractor as debtors for any security interest arising from the bailment of the Materials referred to in this agreement.

9 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.

10 The Bailee shall not discharge or amend any financing statement registered under clause 8 above without the prior written consent of the Principal.

11 Nothing in sections 114(1)(a), 133, and 134 of the PPSR shall apply to this agreement.

12 Any rights of the Contractor as debtors under sections 116, 120(2), 121, 125, 126, 127, 129, 131, and 148 of the PPSR shall not apply to this agreement.

13 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;

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(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.

14 The Bailee shall not, except as permitted in clause 4, 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.

15 The Bailee shall, when required to do so by 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.

16 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 for the full duration of the off-site storage. Such insurance may include an exclusion for loss or damage sustained during processing; and

(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, for the full duration of the off-site storage.

17 Within 15 Working days of the date of this agreement, the Bailee shall furnish the Principal with evidence of such insurance.

18 The Bailee represents and warrants to the Principal 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; and

(c) the Materials will be transferred to the Principal free of any security interest.

19 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.

20 Each party shall pay its own costs of and incidental to the negotiation, preparation, execution, and any amendment of this agreement.

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21 The rights conferred upon the Principal by this agreement are in addition to but not in substitution for or reduction of its rights and remedies as bailor at law and no provision of this agreement will be deemed to limit or curtail those rights and remedies.

22 Words and phrases in this agreement shall have the same meanings as are ascribed to them under the ECI contract except where the context or any express provision of this agreement requires otherwise.

23 This deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

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EXECUTED by the Principal by:

Authorised Signatory

Print name

Witness to signature

Print name

Occupation

Address

EXECUTED by the Preferred Contractor by:

Director/Authorised Signatory	Director/Authorised Signatory
Print name	Print name

Witness to signatures

Print name

Occupation

Address

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SCHEDULE 9 – FORM OF SUPPLIERS WARRANTY FOR LONG LEAD ITEMS

DATED

GIVEN by: **[*insert Supplier's details*]** Limited (with its successors and assigns "**the Warrantor**")

IN FAVOUR of: Ministry of Foreign Affairs and Trade (with its successors and assigns "**the Principal**")

BACKGROUND

A. [***insert name***] ("ECI **Contractor**") and the Principal have entered into an agreement dated [ ] ("**Early Contractor Involvement Agreement**") to deliver the [***insert***] Project Early Contractor Involvement Services ("**Services**").

B. The Contractor and the Warrantor are parties to a subcontract or supply agreement dated [***insert date***] ("**Supply Agreement**") for the [***insert works***] procurement of Long Lead Items ("**Supplier Works**").

C. The Contractor has outsourced to the Warrantor that part of the Services to be carried out under the Early Contractor Involvement Agreement as more particularly described in this deed. In consideration of the Warrantor being engaged to undertake part of the Services, the Warrantor has agreed to warrant to the Principal all of the Warrantor's workmanship, goods, services or materials used or employed in the course of the Supplier Works.

NOW THIS WARRANTY WITNESS as follows:

1. For the purposes of this deed:

   (a) except as expressly modified by this deed or where inconsistent with the context, capitalised terms in this deed shall have the same meaning as given to them in the Early Contractor Involvement Agreement;

   (b) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

   (c) the expression "**defects**" shall extend to include all defects, faults, omissions, shrinkages, undue deterioration and other faults which are due to Materials or workmanship not being in accordance with the Supply Agreement or the warranty contained in clause 2;

   (d) the expression "**repair**" shall include and extend to renewal or replacement necessary to remedy defects;

   (e) any notice required to be given by the Principal to the Warrantor pursuant to the provisions of this deed shall be deemed to have been validly and effectually given by leaving the same at or posting it to the registered office of the Warrantor or, if there is no such registered office, by leaving it at or posting it to the business address of the Warrantor last known to the Principal. In the event of such notice being given by post the same shall be deemed to have been received on the date 2 days after posting thereof.

2. The Warrantor warrants to the Principal, from the date of execution of this deed until expiry of 10 years from the date of the Early Contractor Involvement Agreement or Practical Completion of the whole of the Construction Contract (if applicable), as follows:

   (a) the Materials used in the Supplier Works shall be new, of good quality, fit for the purposes for which they are required and in accordance with the Supply Agreement;

   (b) all workmanship used or employed in the Supplier Works has been in accordance good and workmanlike manner and in accordance with the

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provisions of the Supply Agreement and the Early Contractor Involvement Agreement or Construction Contract (if applicable).

3. The Warrantor shall not be liable for any defects or damage to the extent caused by:

   (a) wilful act or negligence of the Principal;

   (b) earthquake, war;

   (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 Supplier Works after it becomes known to the Principal;

   (e) fair wear and tear; or

   (f) design faults, errors, or discrepancies, unless the design of the part of the Supplier Works that is the subject of the defect was undertaken by or for the Warrantor.

4. All rectification of Supplier Works required in order for the Warrantor to comply with this deed shall be carried out at the Warrantor's cost in all things, promptly, in a good and workmanlike manner, without unnecessary inconvenience to any occupiers, and to the satisfaction of the Principal. If any building consent or other statutory approval or consent is required for the rectification work, then the Warrantor shall obtain such consent or approval at its cost and comply with any conditions thereto. The Warrantor warrants to make good any damage to buildings or structures in which the works are performed or situated caused by any defect or repairs or replacements in or to the Supplier Works.

5. If the Warrantor does not rectify any defects within fourteen (14) days of being notified of the defects, the Principal may, without being under any obligation to do so, carry out the work required and the Warrantor shall be liable for all costs incurred by the Principal. If the Principal elects to carry out the rectification, the Warrantor shall not be released from any of its obligations or liabilities under this deed.

6. The Warrantor further indemnifies and holds the Principal harmless from and against any costs, claims, liabilities, or expenses which the Principal may incur or for which the Principal may become liable arising from any failure by the Warrantor to promptly rectify all defects in the Supplier Works notified to it under this deed.

7. The Principal may assign the benefit of this warranty to the Principal's Nominee.

8. Subject to the Contractor being awarded the Construction Contract the procurement of Long Lead items and this deed and any outstanding obligations will be deemed to form part of the Contract as Prior Works.

9. In the event that this deed is executed by the Warrantor prior to the issue of a Practical Completion Certificate under the Construction Contract, no variation of the Supplier Works subsequent to the execution of this deed and before the date of the issue of a Practical Completion Certificate under the Construction Contract shall be deemed to vary the liability of the Warrantor hereunder, and all references to the Supplier Works shall be deemed to include the Supplier Works as originally specified together with such variations thereto and the issuing of any Practical Completion Certificate or the Final Completion Certificate in respect of the Supplier Works or any part of the Supplier Works (or of the Services of which it forms part) shall not affect the liability of the Warrantor under this deed.

10. This deed 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 Supply Agreement, attaching to any part of the Supplier Works.

11. The Warrantor agrees and consents to participate and be joined as a party in, or consolidate any adjudication, arbitration, or other proceeding under this deed with any adjudication, arbitration or proceedings initiated under the Early Contractor Involvement Agreement or Construction Contract (whichever is applicable) if the dispute under this deed arises in connection with the same or substantially the same matters or facts. If such participation and/or joinder is not possible, the Warrantor

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agrees and consents to any such related disputes under this deed being determined by the same arbitrator that is appointed under the Early Contractor Involvement Agreement or Construction Contract (whichever is applicable) concurrently (or as soon as possible after) and on the same basis as the arbitration under the Early Contractor Involvement Agreement or Construction Contract (whichever is applicable). The Warrantor agrees to do all things reasonably required by the Principal to give effect to this clause.

12. This deed shall be governed by, and construed in accordance with New Zealand law. Subject to clause 11 including the arbitration provisions thereunder, where the parties have been prevented by Applicable Laws (as defined in the Early Contractor Involvement Agreement or Construction Contract) from exercising their rights pursuant to Clause 11, the parties submit to the exclusive jurisdiction of the courts of New Zealand.

13. Where the Warrantor is comprised of more than one Person in joint venture, partnership, consortium or other unincorporated grouping of two or more Persons:

    (a) those Persons will be jointly and severally liable for all obligations, duties and liabilities of the Warrantor under this deed; and

    (b) all references to "Warrantor" in this deed will be deemed to be a reference to each and every Person comprising the Warrantor, individually, as well as to all the Persons comprising the Warrantor, together.

14. The Warranter acknowledges that the obligations imposed on the Supply Agreement and the Contractor under this warranty are intended to be enforceable by the Principal and the Principal's Nominee as well as by any assignee.

EXECUTED as a deed
SIGNED on behalf of the Warrantor by:

Signature of director

Name of director

Signature of director

Name of director

SIGNED on behalf of Ministry of Foreign Affairs and Trade by:

Authorised Signatory

Name

Authorised Signatory

Name

NOTE – This warranty must be executed by the parties in the manner required for execution of a deed. Any of these parties which are a company must execute the deed by having it signed, under the name of the company, by two or more directors. If there is only one director, it must be permitted by the constitution of the company and the deed signed under the name of the company by that director, but the signature must be witnessed by another person. The witness must not only sign but must 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) must execute by affixing its seal,

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which must 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 must sign and the signature must be witnessed by another person. The witness must not only sign but must also add his or her occupation and address.

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SCHEDULE 10 – PRINCIPAL'S TECHNICAL ADVISORS CODE OF CONDUCT

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SCHEDULE 11 – HEALTH AND SAFETY ACKNOWLEDGEMENT FORM

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NEW ZEALAND
FOREIGN AFFAIRS & TRADE
MANATŪ AORERE

Construction Contract

New Betio Hospital Project

Ministry of Foreign Affairs and Trade (**Principal**)

[Insert] (**Contractor**)

FOR USE WITH NZS 3910:2013

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Contract Agreement

CONTRACT FOR:	New Betio Hospital Project
THIS AGREEMENT is made on	[Insert Date]
BETWEEN	Ministry of Foreign Affairs and Trade (Principal)
AND	[Insert Name] [Insert Company Number] (Contractor)

Background

A. The Principal requires certain works to be performed in furtherance of the Project in Kiribati for the benefit of the Principal's Nominee.

B. The Contractor has held itself out to the Principal as having the required resources, skill, expertise and experience to carry out and complete the Contract Works in accordance with the Contract.

C. The Contractor has submitted a proposal (the Pricing Proposal, Project Execution Plan and Construction Programme) developed under the ECI Agreement) to carry out, complete, handover and remedy the Contract Works in response to the Principal's request for proposal.

D. The Principal has accepted the Contractor's proposal upon and subject to the terms and conditions of this Contract.

Agreed terms

1. Contractor to perform the Contract Works

The Contractor agrees to carry out, complete, deliver and remedy defects in the Contract Works in accordance with the Contract.

2. Principal to pay the Contract Price

The Principal agrees to pay the Contractor the Contract Price payable under the Contract at the times and in the manner provided in the Contract.

3. Each party to fulfil all other obligations

Each party agrees to the terms and conditions as set out in the Contract.

4. Contract Documents

The Contract comprises the following documents:

(a) this Contract Agreement;

(b) Schedule 1 - Special Conditions of Contract - Specific Conditions of Contract;

(c) Schedule 2 - Special Conditions of Contract - Other Conditions of Contract;

(d) the General Conditions of Contract (being sections 1 - 18 of NZS 3910: 2013) (including Schedules other than those expressly included in this clause 4);

(e) Annexure A: the Principal's Requirements;

(f) Annexure B: Contract Price and Schedule of Prices.

(g) Annexure C: Technical Requirements

(h) Annexure D: Supplementary Information

The documents comprising the Contract shall be taken as mutually explanatory of one another but in the case of ambiguity or conflict, the priority of the documents shall be as listed in clause 4 above, with each document prevailing over a document lower in the list.

5. Entire Agreement

This Contract constitutes the entire agreement between the parties. Except as expressly provided for in the Contract, this Contract supersedes all prior negotiations, representations and warranties.

Executed as an agreement:

EXECUTED by
Ministry of Foreign Affairs and Trade
by

Authorised Signatory

Print Name

Witness

Print Name

Occupation

Address

EXECUTED by
[●]
by

Director/Authorised Signatory

Print Name

Director/Authorised Signatory

Print Name

Witness to both Signatures

Print Name

Occupation

Address

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

Schedule 1 – Special Conditions of Contract is amended and replaced by the following.

Clause numbers below refer to clauses in the General Conditions of Contract, as amended or supplemented by Schedule 2 - Special Conditions of Contract - Other Conditions of Contract below.

Clause	Title and subject matter	Specific condition data
1.	**INTERPRETATION**	
1.2	**Definitions**	
	The Principal is:	Ministry of Foreign Affairs and Trade (MFAT)
1.2	Principal's Nominee is:	Government of the Republic of Kiribati (GoK)
1.2	Country	Kiribati
1.2, 10.2	**Separable Portions**	
	• Are there any Separable Portions in this Contract?	Potentially, to be agreed during ECI
	• If yes, the Separable Portions are as follows and as further defined in the Contract:	
2.	**THE CONTRACT**	
2.1	**Type of contract**	
2.1.1	This Contract is a:	*(select one to apply (a), (b), or (c))*
	(a) Lump sum contract governed by clause 2.2;	☑ Lump sum, with some works on a measure and value basis as per clause 2.2.6
	(b) Measure and value contract governed by 2.3;	☐
	(c) Cost reimbursement contract governed by clause 2.4;	☐
2.2.6	Measure and Value Works (*Where the type of contract is lump sum but certain portions of the Contract Works are priced using Measure and Value (e.g. civil works)*	Provisional Sums or Provisional Items
2.4	**Cost reimbursement contract**	
2.4.1	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: *(If percentages are shown as zero or nil, allowances for overheads and profit are deemed to be included in Net Cost.)*	
	• Allowance for On-site Overheads:	Not applicable
	• Allowance for Off-site Overheads and Profit:	Not applicable
2.4.4	Indicative estimates of the Contract Price:	
	Are indicative estimates required?	No
2.5	**Local authority contracts, contracts in public places, and road contracts**	
2.5.1	Is this Contract a local authority contract to which clause 2.4.2 applies?	No
2.5.3	Is this Contract a contract in a public place to which B1 and B2 of Appendix B apply?	No
2.5.4	Is this Contract a road contract to which Appendix B applies?	No
	If yes, the allowance under B3 shall be:	Not applicable
2.7	**Documents prepared by the Engineer or Principal**	
2.7.1	Copies of the Contract shall be supplied without charge to the Contractor in the following electronic form:	PDF on flash drive, PDF on Sharepoint Site with controlled access

Clause	Title and subject matter	Specific condition data
2.8	**Documents prepared by the Contractor**	
2.8.2	Copies of documents referred to in clause 2.8.2 shall be supplied without charge to the Engineer:	
	• Number of hard copy sets:	Two
	• In the following electronic form:	PDF and MS Word 2010, as applicable, on a Sharepoint Site
3.	**BONDS**	
3.1	**Contractor's Bonds**	
3.1.1	Are Contractor's Bonds required?	Yes
3.1.2	If yes, the amount of the Contractor's Bonds shall be:	1 x Contractor's Bond in the amount of *5% of the total contract price* (**Practical Completion Bond**)
3.2	**Principal's Bond**	
3.2.1	Is a Principal's Bond required?	No
3.2.2	If yes:	
	• The amount of the Principal's Bond shall be:	Not applicable
	• The surety for the Principal's Bond shall be:	Not applicable
4.	**SUBCONTRACTS**	
4.1	**General**	
4.1.5	(a) Subcontractors in the following Subcontractor categories are required to provide deeds of continuity:	All Subcontractors engaged to perform subcontract works for a price that exceeds $100,000 exclusive of GST
4.1.5	(b) Subcontractors in the following Subcontractor categories are required to provide deeds of warranty:	(i) All Subcontractors engaged to perform subcontract works for a price that exceeds $100,000 exclusive of GST; and (ii) The Subcontractors identified in *[insert]*
5.	**GENERAL OBLIGATIONS**	
5.3	**Control of Employees**	
5.3.2	The Contractor's key personnel are:	*[insert]*
5.4	**Possession of the Site**	
5.4.1	The Contractor shall be given possession of the Site	
	(a) 10 Working Days after the Date of Acceptance of Tender:	☐*(select one to apply (a) or (b))*
	(b) On the following date :	☑ [insert date] *The Contractor shall specify the date on the Pricing Proposal as part of the ECI process. This is to be mutually agreed.*
5.4.3	Limits on the Contractor's right of entry to adjoining properties are	Not applicable
5.5	**Separate Contractors**	

Clause	Title and subject matter	Specific condition data
5.5.1	Separate Contractors who may be carrying out work on the Site concurrently with the Contract Works are:	Not Applicable
5.5.2	Are facilities for Separate Contractors required?	No
	If yes, details of facilities required are:	Not applicable
5.6	**Care of the Contract Works and Site**	
5.6.6(g)	Further risks specifically excepted are:	Not applicable
5.10	**Programme**	
5.10.4	Is the programme required to be a Comprehensive Programme?	Yes
5.10.4(e)	If yes, other requirements for the Comprehensive Programme are:	Refer to Principal's Requirements and Specifications. Additionally, outline clearly the critical path, and the following milestones: - Possession of site - Start of construction - End of construction - Practical Completion - Final Completion
5.10.5	The Comprehensive Programme shall use the following software:	MS Project file with pdf printed copy
5.10.6	Updates of the Comprehensive Programme shall be provided at the following intervals:	Fortnightly
5.11	**Compliance with laws**	
5.11.3	Exceptions to the Principal's obligations to obtain licences under clause 5.11.3 are:	The Contractor shall be responsible for payment and recovery of any refundable deposits associated with any licences required, including but not limited to: Permits for quarrying Permits for excavation Permits for connecting to existing services including wastewater discharging Permits for traffic management Any licences for disposal of materials, Hazardous or not
5.11.4	Licences to be obtained by the Principal:	Building Consents and Environmental Consents.
5.17	**Safety plan**	
	Is a Site-specific safety plan required to be prepared by the Contractor?	Yes – to be submitted within the Project Execution Plan and finalised within 15 days of the Date of Contract Agreement
5.18	**Quality plan**	
	Is a quality plan required to be prepared by the Contractor?	Yes – to be submitted within the Project Execution Plan and finalised within 15 days of the Date of Contract Agreement
5.19	**Traffic management plan**	
	Is a traffic management plan required to be prepared by the Contractor?	Yes – to be submitted within the Project Execution Plan and finalised within 15 days of the Date of Contract Agreement

Clause	Title and subject matter	Specific condition data
5.20	**As-built drawings and operation and maintenance manuals**	
5.20.1(a)	Are as-built drawings required to be prepared by the Contractor?	Yes – to be submitted and accepted prior to the issue of a Practical Completion Certificate.
5.20.1(b)	Are operation and maintenance manuals required to be prepared by the Contractor?	Yes
6.	**THE ENGINEER**	
6.1	**Appointment of Engineer**	
6.1.2	The Engineer is:	[*MFAT to advise]*
	whose professional qualification is:	[*MFAT to advise]*
8.	**INSURANCES**	
8.1	**General**	
8.1.1	The party identified below shall arrange the following insurances referred to in the following clauses:	
	Clause 8.3 or clause 8.8 Construction	Contractor
	Clause 8.8 Existing structure(s) and contents	Not Applicable
	Clause 8.4 Plant	Contractor
	Clause 8.5 or clause 8.9 Public liability	Contractor
	Clause 8.5.2 Motor vehicle liability	Contractor
	Clause 8.6 Professional indemnity	Contractor
8.1.6	The following forces of nature shall be specifically insured under clause 8.3 or clause 8.8 as applicable:	
	(a) Landslip:	No
	(b) Earthquake:	Yes
	(c) Tsunami:	Yes
	(d) Tornado:	No
	(e) Cyclone:	No
	(f) Storm:	Yes
	(g) Flood:	Yes
	(h) Lightning strike:	Yes
	(i) Volcanic activity:	No
	(j) Hydrothermal activity:	No
	(k) Geothermal activity:	No
8.3, 8.8	**Construction insurance** *(These items are required to be completed whether the Contractor or the Principal is the insuring party (see* clause *8.1 above))*	
8.3.2, 8.8	The following shall have their respective interests noted in the construction insurance policy:	The Principal, the Contractor and Subcontractors, and the Principal's Nominee

Clause	Title and subject matter	Specific condition data
8.3.3, 8.8	Where construction insurance is required *(see clause 8.1 above)*, 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:	*(select one to apply, (i) or (ii))*
	(i) The amount in the right hand column:	☑ ($)500,000
	(ii) The percentage in the right hand column of the Contract Price adjusted as above:	☐ (%)
	(b) An allowance for professional fees including the Cost of clerks of works and inspectors, equal to:	*(select one to apply, (i) or (ii))*
	(i) The amount in the right hand column:	☑ ($)800,000
	(ii) The percentage in the right hand column of the Contract Price adjusted as above:	☐ (%)
	(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:	*(select one to apply, (i) or (ii))*
	(i) The amount in the right hand column	☑ ($)500,000
	(ii) The percentage of the Contract Price adjusted as above, stated in the right hand column:	☐ (%)
	(d) An allowance for an increase in the Contract Price due to Variations equal to:	*(select one to apply, (i) or (ii))*
	(i) The amount in the right hand column:	☐ ($)0
	(ii) The percentage of the Contract Price adjusted as above, stated in the right hand column:	☑ 7(%)
	(e) An allowance for increased construction Costs due to inflation equal to:	*(select one to apply, (i) or (ii))*
	(i) The amount in the right hand column:	☐ ($)
	(ii) The percentage of the Contract Price adjusted as above, stated in the right hand column:	☑ 3(%)
8.4	**Contractor arranged Plant insurance**	
	Where Plant is required to be insured (see clause 8.1 above):	*(select one to apply, (a) or (b))*
	(a) The Contractor shall insure the following items of Plant on the Site for the amounts stated:	*(list specific items)*
	(b) The Contractor shall insure each item of Plant on the Site having a current market value of more than:	☑ $5,000
8.5	**Contractor arranged public liability insurance**	
8.5.1	Where required (see clause 8.1 above), public liability insurance shall be effected by the Contractor for an amount not less than:	$10,000,000
	Such public liability insurance may include sub-limits:	

Clause	Title and subject matter	Specific condition data
	• For liability arising out of vibration, weakening or removal of support, of not less than:	$2,000,000
	• For liability under the Forest and Rural Fires Act 1977, of not less than:	Not applicable
8.5.2	Where required (see clause 8.1 above), motor vehicle third party liability insurance shall be effected for an amount not less than:	$500,000 or such other amount as required by Applicable Laws
8.6	**Contractor arranged professional indemnity insurance**	
8.6.1	Where required (see clause 8.1 above), professional indemnity insurance for design by the Contractor shall be effected for an amount not less than:	
	• For any one claim:	$1,000,000
	• And for an amount in the aggregate of:	$2,000,000
8.6.2	Sub-limits of liability for design of parts of the Contract Works by Subcontractors shall be not be less than:	Same as amounts in clause 8.6.1
8.8	**Principal arranged construction insurance** *(refer also to clause 8.3)*	
	In accordance with clause 8.7.2, the insurance policy wording title for clause 8.8.1 and clauses 8.8.2 (a), (b), and (c) is:	Not applicable
	In accordance with clause 8.7.2, the extraordinary exclusions, conditions, warranties or endorsements to the policy for clause 8.8.1 and clauses 8.8.2 (a), (b), and (c) are:	Not applicable
8.8.1	Where the Principal is required to effect construction insurance (see clause 8.1 above)*:*	
	The lead insurer is:	Not applicable
	Address of lead insurer:	Not applicable
	The nominal deductibles are:	
	• For damage arising out of the Contract Works:	Not applicable
	• For other claims:	Not applicable
	• For natural perils:	Not applicable
8.8.2(a)	The existing structures are:	
	• The replacement value to be insured is:	Not applicable
	• The lead insurer is:	Not applicable
	• Address of lead insurer:	Not applicable
	The Nominal Deductibles are:	
	• For damage arising out of the Contract Works:	Not applicable
	• For other claims:	Not applicable
	• For natural perils:	Not applicable
8.8.2(b)	Other structures in the vicinity are:	

Clause	Title and subject matter	Specific condition data
	• The replacement value to be insured is:	Not applicable
	• The lead insurer is:	Not applicable
	• Address of lead insurer:	Not applicable
	The Nominal Deductibles are:	
	• For damage arising out of the Contract Works:	Not applicable
	• For other claims:	Not applicable
	• For natural perils:	Not applicable
8.8.2(c)	Contents insurance:	
	• The replacement value to be insured is:	Not applicable
	• The lead insurer is:	Not applicable
	• Address of lead insurer:	Not applicable
	The Nominal Deductibles are:	
	• For damage arising out of the Contract Works:	Not applicable
	• For other claims:	Not applicable
	• For natural perils:	Not applicable
8.9	**Principal's option to insure public liability**	
8.9.1	Where required (see clause 8.1 above), the Principal shall effect public liability insurance for an amount not less than:	
	The lead insurer is:	Not applicable
	Address of lead insurer:	Not applicable
	Deductible is:	Not applicable
	In accordance with clause 8.7.2:	
	• the policy wording title is:	Not applicable
	• extraordinary exclusions, conditions, warranties, or endorsements to the policy are:	Not applicable
8.9.2	Such public liability insurance may include sub-limits for: *(specify as applicable or state 'not applicable')*	
	• Liability arising out of vibration, weakening or removal of support:	Not applicable
	• Liability under the Forest and Rural Fires Act 1977:	Not applicable
9	**Variations**	
9.3	**Valuation of variations**	
9.3.1(c)(ii)A)	Variation On-site Overhead allowance:	*As per ECI Agreement*
9.3.1(c)(ii)(B)	Variation Off-site Overhead and Profit allowance:	*As per ECI Agreement*
9.3.1(d)	Working Day rate as compensation for delay	*As per ECI Agreement*
10.	**TIME FOR COMPLETION**	

Clause	Title and subject matter	Specific condition data
10.2	**Due Date for Completion**	
10.2.1	The Due Dates for Completion are:	
	(a) For the Contract Works:	[*insert*] To be mutually agreed
	(b) For any Separable Portions:	[*insert*] To be mutually agreed
10.4	**Practical Completion Certificate**	
10.4.5	Prior to issue of the Practical Completion Certificate:	*(Select one to apply, (a), (b), or (c))*
	(a) Producer Statements in the form of Schedule 6 are required;	☑
	(b) Producer Statements as set out in the following parts of the Contract are required:	☑ Specific works requiring Producer Statements to be confirmed following the ECI process
	(c) Producer Statements are not required.	☐
10.5	**Damages for late completion**	
10.5.1	Liquidated damages shall be applied as follows:	
	• In respect of the Contract Works:	$5,000 per day
	• In respect of any Separable Portion(s):	
10.6	**Bonus for early completion**	
10.6.1	Is a bonus to be payable?	No
	• If yes, the bonus for the Contract Works is:	Not applicable
	• If yes, bonuses for any Separable Portions are:	Not applicable
11.	**DEFECTS LIABILITY**	
11.1	**Defects Notification Period**	
	The Defects Notification Period shall be:	
	• For the Contract Works:	12 months from Practical Completion of the Contract Works
	• For any Separable Portions:	12 months from Practical Completion of the Contract Works
11.3	**Final Completion Certificate**	
11.3.2	Prior to issue of the Final Completion Certificate:	*(select one to apply, (a), (b), or (c))*
	(a) Producer Statements in the form of Schedule 6 are required;	☑ If Contract Works or defects repaired during the Defects Notification Period have made the statements submitted under clause 10.4.5 inapplicable or only partially applicable.
	(b) Producer Statements as set out in the following parts of the Contract are required:	☑ To be provided by subcontractors performing various portions of the building works
	(c) Producer Statements are not required.	☐
11.5	**Warranties**	
11.5.1		*(select one to apply, (a) or (b))*
	(a) No warranties are required;	☐

Clause	Title and subject matter	Specific condition data
	(b) The Contractor shall provide warranties as set out in the Contract:	☑ (i) warranty in favour of the Principal's Nominee in the form annexed at *Schedule 18* (ii) Procure that each of the Subcontractors identified in 4.3.1 provide a warranty for the relevant part of the Contract Works in the form annexed at *Schedule 13* (iii) Provide Other Warranties as required by 11.5.4
12.	**PAYMENTS**	
12.1	**Contractor's payment claims**	
12.1.3(b) (iii)	**Advances for Materials delivered to the Site**	*(select one to apply, (a) or (b))*
	(a) Advances for Materials delivered to the Site but which have yet to be incorporated in the Contract Works shall not be made;	☐
	(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:	☑ For materials mutually agreed and subject to the conditions set out in clause 12.1A which shall be conditions precedent to any such advance
12.1.3(b) (iv)	**Advances for Temporary Works or Plant**	*(select one to apply, (a) or (b))*
	(a) Advances for Temporary Works or Plant shall not be made;	☑ Unless mutually agreed
	(b) Advances for Temporary Works or Plant shall be made, subject to the following conditions:	☐ *[To be mutually agreed]*
12.1.3(b) (v)	**Advances for Materials not yet on Site**	*(select one to apply, (a) or (b))*
	(a) Advances for Materials not on Site shall not be made;	☐
	(b) Advances for Materials not yet on Site shall be made, subject to the following conditions:	☑ For materials mutually agreed and subject to the conditions set out in clause 12.1A which shall be conditions precedent to any such advance
12.3	**Retention monies**	
12.3.1, 12.3.2	The percentage to be retained from each progress payment and the limit of the total sums retained shall be in accordance with the following:	*(select one to apply, (a) or (b))*
	(a) For the Contract Works, a total retention of: • 10% on the first $200,000, and • 5% on the next $800,000, and • 1.75% on amounts in excess of $1,000,000, and • With a maximum total retention when aggregated of $200,000, and • With a defect's liability retention of half the total retention.	☐
	(b) The retention scale in the right-hand column:	☑For the Contract Works, a total retention of: • 5% on each milestone payment • With a defect's liability retention of the total retention.

Clause	Title and subject matter	Specific condition data
12.3.3	**Bond in lieu of retention**	*(select one to apply, (a) or (b))*
	(a) The Contractor may provide a bond in lieu of retentions;	☐ *[Tenderers to propose]*
	(b) The Contractor may not provide a bond in lieu of retentions.	☑
12.8	**Cost fluctuations**	*(select one to apply, (a), (b), or (c))*
	(a) Cost fluctuations shall not be paid;	☑
	(b) Cost fluctuations shall be paid in accordance with Appendix A;	☐
	(c) Cost fluctuations shall be paid in accordance with the method described in:	☐
12.13	**Goods and services tax**	
12.13.2	Payment Schedules provided by the Engineer:	*(select one to apply, (a) or (b))*
	(a) Shall not be in the form of a tax invoice;	☑
	(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.	☐
13.	**DISPUTES**	
13.4	**Arbitration**	
13.4.3	If required, the arbitrator shall be nominated by the following person:	Arbitrators' and Mediators' Institute of New Zealand
	The place (and seat) of arbitration will be:	Wellington, New Zealand
15.	**SERVICE OF NOTICES**	
15.1.2	For the purpose of service of written notice:	
	(a) The address of the Principal is:	
	Postal address:	MFAT, Private Bag 18-901, Wellington 6160, New Zealand
	Delivery address:	MFAT, Level 10, HSBC Tower, 195 Lambton Quay, Wellington 6011, New Zealand
	Mark for the attention of:	[*insert*]
	Email address:	[*insert*]
	Other agreed means of electronic communication and address detail:	Not applicable
	(b) The address of the Contractor is:	
	Postal address:	[*insert*]
	Delivery address:	[*insert*]
	Mark for the attention of:	[*insert*]
	Email address:	[*insert*]

Clause	Title and subject matter	Specific condition data
	Other agreed means of electronic communication and address detail:	Not applicable
	(c) The address of the Engineer is:	
	Postal address:	
	Delivery address:	[To be confirmed]
	Mark for the attention of:	[To be confirmed]
	Email address:	[To be confirmed]
	Other agreed means of electronic communication and address detail:	Not applicable

Schedule 2 - Special Conditions of Contract - Other Conditions of Contract

Clause numbers below refer to clauses in the General Conditions of Contract, as amended or supplemented by Schedule 2 - Special Conditions of Contract - Other Conditions of Contract below.

The General Conditions of Contract are amended as follows:

Section 1 - Interpretation

1.2 Definitions

Where a word or expression appearing in clause 1.2 of the General Conditions of Contract also appears in clause 1.2 of the Special Conditions, the definition in the Special Conditions replaces that definition. Otherwise the definitions set out below are additional definitions.

Applicable Laws means all laws, treaties, regulations, standards, decrees, rules, decisions, judgements, orders, injunctions, interpretations, authorisations and directives applicable to the performance of the Contract Works and issued by any government authority (including any Authority), having jurisdiction over the matter in question and that are in effect at the time in question.

Authority means the government and any local body or authority having jurisdiction or authority in respect of the Site or the Contract Works.

Claim means any claim, Variation, extension of time, account, costs, delay costs, expense, damage, difference, disputes, action, demand, suit or proceeding (including by way of contribution or indemnity)

Conflict of Interest happens if a Person's (including the Contractor's) personal interests or obligations conflict with the responsibilities of their job or position (including as a party to the contract) which means that the relevant person's independence, objectivity or impartiality can be called into question and may take the form of:

(a) an actual conflict: where the conflict currently exists;

(b) a potential conflict: where the conflict is about to happen, or could happen; or

(c) a perceived conflict: where other people may reasonably think that a person is compromised.

Contract Material means all material brought or required to be brought into existence, or for the purpose of, performing the Contract Works including documents, reports, technical information, plans, charts, drawings, specifications, calculations, tables, schedules, data (stored by any means) and books of account and operating records.

Contract Works means the works including Temporary Works to be executed in accordance with the Contract and includes all works and services required or inferred by or ancillary to the Contract.

Contractor's Bond means the Practical Completion Bond and the Final Completion Bond referred to in 3.1.2, and also includes a reference to either of them and any bond replacing either of them.

Country means the country where the Site is located, as specified in Schedule 1 - Specific Conditions.

Date of Acceptance of Tender means the date of the Contract Agreement.

Environment includes:

(a) ecosystems and their constituent parts, including people and communities; and

(b) all natural and physical resources; and

(c) amenity values; and

(d) the social, economic, aesthetic, and cultural conditions which affect the matters stated in paragraphs (a) to (c) of this definition or which are affected by those matters.

Final Completion Bond means the final completion bond provided in accordance with clause 3.1.2, for the amount stated in Schedule 1 - Specific Conditions and in the form set out in Schedule 3;

Good Industry Practice means practices, procedures, methods, specifications and standards which are used by prudent, competent, experienced and reputable contractors when performing work of a similar nature to the Contract Works.

Initial Programme means the initial programme attached at Annexure 3.

Insolvency Event occurs in respect of a Person, when that Person:

(a) becomes bankrupt;

(b) goes into liquidation;

(c) has a receiver, administrator or statutory manager appointed;

(d) is insolvent, presumed to be insolvent or unable to pay its indebtedness as it falls due;

(e) stops or suspends, or threatens to stop or suspend, payment of any of it indebtedness, or begins negotiations or takes any proceedings to reschedule any of its indebtedness;

(f) makes, or proposes to make, an assignment, arrangement, composition with, or for the benefit of, its creditors in respect of or affecting any of its indebtedness; or

(g) something having a substantially similar effect to (a) to (f) happens in connection with that Person under the law of any jurisdiction.

Method of Working Plans means the method of working plans attached at [*insert*].

Practical Completion Bond means the practical completion bond provided in accordance with clause 3.1.2, for the amount stated in Schedule 1 - Specific Conditions and in the form set out in Schedule 3.

Principal's Nominee for the purposes of the Contract, will be the entity named in Schedule 1 - Specific Conditions.

Principal's Requirements means the Principal's written requirements for the Contract Works included in the Contract at Annexure A.

Project has the meaning given in the Contract Agreement.

Temporary Works means works of any kind, not being part of the Contract Works to be taken over the Principal or the Principal's Nominee but which are required for the execution of the Contract Works.

Title Restrictions means any easements, covenants, leases and other interests, including those registered against the title to the Site as notified to the Contractor at the Date of Acceptance of Tender.

Working Day means any day other than a Saturday, Sunday, public holiday (in the Country) and any day within the period from 24 December to 5 January both inclusive irrespective of the days on which work is actually carried out.

Schedule of Prices means the schedule of prices attached at Annexure B.

Delete the following definition:

Day

1.3 General

New clauses 1.3.9 - 1.3.11 are inserted as follows:

1.3.9 A reference to an Act, statute, ordinance, code or other law includes regulations and other instruments under it.

1.3.10 No rule of construction (including the contra proferentem rule) applies to the interpretation of the Contract to the advantage or disadvantage of any one party on the basis that a party prepared the Contract or any relevant part of it.

1.3.11 The words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which that example relates or examples of a similar kind.

1.4 Law, currency and language

Delete clause 1.4.1 and replace with the following:

1.4.1 This Contract shall be governed by, and construed in accordance with, New Zealand law. Subject to Clause 13, where the parties have been prevented by Applicable Laws from exercising their rights pursuant to Clause 13, the parties submit to the exclusive jurisdiction of the courts of New Zealand.

Insert new clause 1.4.4 as follows:

1.4.4 If the Contractor becomes aware of any conflict between a requirement of the Contract and any other Applicable Laws, it shall inform the Engineer immediately.

2 The Contract

2.2 Lump sum contract

Add new clause 2.2.6:

2.2.6 If Schedule 1 - Specific Conditions provide that the Contract Works include *[insert]* *Provisional Sums or Provisional Items to be confirmed* which are to be priced on a measure and value basis, then despite 2.2.1 to 2.2.5 and 12.9, the final Contract Price payable for *[insert]* works package comprising part of the Contract Works (which is a Provisional Sum or Item, the rates for which are included in the Schedule of Prices) shall be calculated on a 'measure and value' basis, pursuant to 2.3 with the following amendments:

(a) Add to the end of 2.3.2: "unless and to the extent that the omission constitutes a breach of or is inconsistent with 2.3.6(b)";

(b) Add a new 2.3.6 as follows:
"**2.3.6** The Contractor warrants and undertakes to the Principal that:

(a) The descriptions of the various items in the Schedule of Prices and the prices for each item in the Schedule of Prices are accurate and correct;

(b) The Schedule of Prices is comprehensive and there are no items missing from the Schedule of Prices which the Contractor, acting in accordance with Good Industry Practice, would ordinarily or reasonably expect need to be included in the Schedule of Prices having regard to the nature or scope of the Contract Works;

(c) The Contractor has exercised reasonable skill and care in preparing any estimated or approximate bill of quantities included in the Contractor's tender;

(d) Subject to 2.3.4 and 2.3.5, no discrepancy in the Schedule of Prices or between the Schedule of Prices and any actual Costs shall be treated as a Variation or give rise to any claim for an extension of time; and

(e) The *[insert]* Price Schedule set out in the Schedule of Prices shall apply to the *[insert]* works package comprising part of the Contract Works.

2.6 Evidence of Contract

Delete clause 2.6 and replace with the following:

Unless the Contractor and the Principal otherwise agree in writing, until the Contract Agreement is signed, there is no contract between the Contractor and the Principal. (To avoid doubt, Date of Acceptance of Tender is accordingly defined to mean the date of the Contract Agreement.)

2.8 Documents prepared by the Contractor

2.8.2 Delete the second sentence of the clause and substitute with the following:

All such documents in electronic and hard copy form shall be the property of the Principal and/or the Principal's Nominee (as instructed by the Principal) and shall not be copied or used by or on behalf of the Contractor for any purpose other than the Contract.

2.9 Assignment

Delete clause 2.9 and replace with the following:

2.9.1 The Contractor must not directly or indirectly assign or transfer any of its rights or purport to novate or transfer any of its obligations arising out of this Contract to any Person without the Principal's prior written consent. Assignment shall be deemed to include the effective control of the Contractor changing or passing to any Person not having effective control as at the Date of the Contract Agreement.

2.9.2 The Principal may assign, charge, or novate this Contract to any Person, with the Contractor's prior written consent which shall not be unreasonably withheld or delayed. In the case of a novation to which the Contractor has consented as aforesaid, the Contractor must promptly execute, in triplicate, a deed of novation in the form reasonably required by the Principal, failing which the Principal may withhold payment of any amounts otherwise due and payable by the Principal to the Contractor under the Contract.

2A Contractor's Warranties

A new clause 2A is inserted as follows:

2A.1 Contractor warranties and confirmation

The Contractor warrants and confirms to the Principal that the Contractor:

(a) is satisfied that the Contract Price is sufficient to cover performing all of its obligations under and in connection with the Contract including all risks, contingencies and other circumstances which the Contractor is liable under the Contract or under relevant Applicable Laws. Without limiting the foregoing, the Contractor is deemed to have allowed in the Contract Price, for:

(i) the Cost and risk of exchange rate variations through the course of the Contract; and

(ii) the Cost and risk of transferring payments under the Contract from a New Zealand account to an overseas account(s),

and the Contractor acknowledges that no adjustment will be made to the Contract Price for any fluctuation in exchange rates or the imposition of any foreign transfer fees or similar;

(b) it is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation and it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Contract and the transactions contemplated by the Contract;

(c) is not aware of any fact or circumstance that would, or might reasonably be expected to, prevent it from performing its obligations, duties and liabilities under the Contract, at the times and in the manner contemplated by the Contract; and

(d) the Contractor has and will dedicate to the Project throughout the term suitably qualified staff and personnel and must ensure that all such personnel exercise all professional care and diligence in the performance of the Contractor's obligations under this Contract.

The Principal has entered into this Contract in reliance on the Contractor's warranty set out in in this clause 2A.1.

3 Bonds

3.1 Contractor's bond

At the end of clause 3.1.1 include:

The issuer or surety under the Practical Completion Bond and a Final Completion Bond shall be and remain a company with a Standard & Poor's credit rating of A+ or higher (or commercially equivalent rating from an equivalent rating agency). If either:

(a) the credit rating of the issuer or surety is at any time lower than such credit rating; or

(b) the Practical Completion Bond (according to its terms) expires prior to Practical Completion; or

(c) the Final Completion Bond (according to its terms) expires prior to Final Completion,

then the Contractor shall within five Working Days of such event, provide to the Principal a replacement Practical Completion Bond or Final Completion Bond which satisfies the requirements of section 3.

Delete clause 3.1.2 replace with:

The Contractor shall within 10 Working Days of the Date of Acceptance of Tender provide the Principal with security in the form of a Practical Completion Bond and a Final Completion Bond, to ensure performance of the Contractor's obligations under the Contract Agreement. The Practical Completion Bond and the Final Completion Bond shall be for the amounts stated in Schedule 1 - Specific Conditions and shall be in the form set out in Schedule 3, and shall be executed by the surety named in the tender or approved by the Principal.

3.1.6 Delete and replace with:

(a) The Practical Completion Bond may not be called up if:

(i) The Contractor has carried out and fulfilled all the obligations of the Contractor under the Contract up to Practical Completion;

(ii) The Contractor has paid to the Principal any damages sustained by the Principal for all defaults by the Contractor up to Practical Completion or the termination of the Contract; or

(iii) A Practical Completion Certificate has issued for the whole of the Contract Works in accordance with 10.4.

(b) The Final Completion Bond may not be called up if:

(i) The Contractor has carried out and fulfilled all the obligations of the Contractor under the Contract up to the date of the Final Completion Certificate;

(ii) The Contractor has paid to the Principal any damages sustained by the Principal for all defaults by the Contractor up to the date of the Final Completion Certificate or the termination of the Contract; or

(iii) A Final Completion Certificate has issued for the whole of the Contract Works in accordance with 11.3.

3.1.7 Delete and replace with:

(a) Within 5 Working Days after the Principal's receipt of the Practical Completion Certificate for the whole of the Contract Works, the Principal shall deliver to the Contractor and to the Contractor's surety a notice in writing stating that the Contractor and the surety are released from the Practical Completion Bond and shall return the original Practical Completion Bond to the Contractor.

(b) Within 5 Working Days after the Principal's receipt of the Final Completion Certificate for the whole of the Contract Works, the Principal shall deliver to the Contractor and to the Contractor's surety a notice in writing stating that the Contractor and the surety are released from the Final Completion Bond and shall return the original Final Completion Bond to the Contractor.

4 Subcontracts

4.1 General

4.1.2 In the first sentence delete "*in the Contractor's tender*" and replace with "*in the Special Conditions*".

4.1.3 Insert the following at the end of clause 4.1.3:

and the Contractor shall be responsible for any act, omission, negligence or default of any Subcontractor or Subcontractor's agents, employees or consultants as fully as if it were the act, omission, negligence or default of the Contractor or the Contractor's agents, employees or consultants.

4.1.4 Insert a new clause 4.1.4:

In respect of each Subcontractor, the Contractor shall ensure:

(a) the suitability of the Subcontractor and the Subcontractor's capability and capacity to deliver that aspect of the Contract Works being subcontracted; and

(b) that any subcontract it enters into is on terms that are consistent with the Contract.

4.1.5 Insert a new clause 4.1.5:

(a) Where required by the Special Conditions, the Contractor must, prior to a Subcontractor commencing work on Site, provide the Engineer with deeds of subcontractor warranty and continuity in favour of the Principal and in the form set out in Schedule 13 and 17 respectively.

(b) The Principal shall not be required to make any progress payment to the Contractor in connection with an amount claimed by a relevant Subcontractor until the Contractor has complied with clauses 4.1.5(a).

5 General Obligations

5.1 General responsibilities

5.1.1 In clause 5.1.1 insert the words "*or the Principal's Nominee as required*" after "*Principal*".

The following is inserted at the end of clause 5.1.1:

Without limiting the foregoing, the Contractor shall construct and complete the Contract Works:

(a) in a good and workmanlike manner;

(b) in accordance with the Contract, the Principal's Requirements, the Specifications, Method of Working Plans, and the Drawings;

(c) in accordance with Good Industry Practice;

(d) be structurally sound and weather-tight; and

(e) in a safe and environmentally responsible manner.

5.3 Control of employees

5.3.1 Add to the end:

The Contractor must remove from the Site any person that compromises, or is likely to compromise the Environment and/or the safety or welfare of any employee, the Contract Works, the Principal's tenants or other occupiers of the Site or the public, or any other person on the Site.

Add the following new clauses:

5.3.2 The Contractor must employ the key personnel named in Schedule 1 - Specific Conditions, in the positions nominated in the Special Conditions. The Contractor shall not remove any key personnel from their nominated position without the prior written consent of the Engineer, whose consent shall not be unreasonably withheld.

5.3.3 The Contractor must implement a policy aimed at the monitoring and prevention of the use of drugs and alcohol by Contractor and Subcontractor personnel which must be provided to the Principal for review and approval within 10 Working Days of the Date of the Contract Agreement. The policy may include testing of all personnel at induction, immediately following incidents and/or random test of all personnel from time to time.

5.3.4 The Contractor is solely responsible, at its own expense, for providing all of the requirements of the Contractor's personnel, including but not limited to:

(a) Remuneration, benefits, including salaries, wages, insurance, termination payments, income taxes, all employment/payroll taxes, rest leave, overtime, allowances, social benefits, medical benefits, relocation expenses, indemnities, compensations and fringe benefits of whatever nature, and any benefits payable under Applicable Law or applicable collective labour contracts;

5.3.5 The Contractor is solely responsible, at its own expense, for providing all of the requirements of the Contractor's and its Subcontractors' personnel, including but not limited to:

(a) Emergency medical attention, including emergency evacuation services, unless expressly provided otherwise elsewhere in this Contract;

(b) Immigration requirements, including passports, visas, work permits, exit and re-entry permits, medical examinations, personnel customs duties and all other applicable governmental authorisations or documentation required in connection with the employment of or the entry into, presence in or exit of Contractor and Subcontractor personnel from the Site or the Country; and

(c) Food, accommodation, transportation (including national and international flights) and communications, unless expressly provided otherwise elsewhere in this Contract.

5.3.6 The Contractor shall use reasonable endeavours to avoid any detrimental effects or disturbances to the labour at the Site which will adversely affect the Project. The Contractor shall promptly notify the Principal of any labour problems that have a potential to interrupt the Contract Works, the programme, the local communities, or affect the Contract Price. The Contractor is responsible for any employee and industrial relations incident involving any Contractor and/or Subcontractor personal and will take reasonable measures to ensure there is no impact on the performance of the Contract Work, the Site (if applicable) or the Contract.

5.4 Possession of the Site

5.4.1 and 5.4.2:

Insert new clause 5.4A.1:

(a) Without limiting the Contractor's responsibility for health and safety on, and security of, the Site, the Contractor acknowledges and agrees that it will have *restricted* right of access and egress to the Site for the purposes of carrying out the Contract Works. The Contractor will comply with the restrictions and requirements identified within the Contract Documents at all times.

(b) The Contractor must follow the reasonable directions of the Engineer, the Principal and the Principals' Nominee in connection with the use of, and access over and across, any parts of the Site which are not being actively worked on as part of the Contract Works.

(c) If, at any time, the Contractor fails to meet any condition in clause 5.4A.1 the Engineer may refuse the Contractor's access to the Site unless and until those conditions have been met.

New clauses 5.4.7 to 5.4.8 are inserted as follows:

5.4.7 The Contractor shall:

(a) observe and perform, and ensure the observance and performance of, the requirements of the Title Restrictions to the extent applicable to the performance of the Contract Works;

(b) allow each Person with a right under a Title Restriction to exercise those rights in accordance with Title Restriction; and

(c) programme the Contract Works so as to minimise disruption and inconvenience for the other occupiers of the Site or neighbouring properties including (without limitation) from the carrying out of those parts of the Contract Works which are noisy, dusty, involve the use of percussion machines, drilling or which in any other way would cause an unreasonable disruption and disturbance to the other occupiers of the Site or neighbouring properties.

5.4.8 The Contractor must, whenever directed by the Engineer, stop any part of the Contract Works which are, in the opinion of the Engineer or the Principal, in breach of clauses 5.4.1, 5.4A.1, 5.4.4 or clause 5.4.7, and re-programme that work to be carried out at another time. The Contractor will not be entitled to any Claim arising out of this clause 5.4.8 where the direction to stop works was based on an actual or reasonably apprehended breach of the relevant clauses.

5.6 Care of the works and the Site

5.6.1 Substitute the words "*If the Principal takes occupancy*." with the words "*If the Principal or Principal's Nominee takes occupancy."*

5.7 Protection of Persons and property

Insert at end of clause 5.7.1:

All waste material must be removed from the Site by the Contractor in accordance with this Contract and title in such waste will vest immediately in the Contractor upon removal.

Amend clause 5.7.2 (b) by deleting "significant" and adding "or risks to health and safety" after "hazards".

Amend clause 5.7.3(a) by deleting "and serious harm" and replacing with ", incidents, injuries, notifiable events and hazards".

Amend clause 5.7.3(b) by adding the words ", incidents and injuries" after the word "accidents".

Amend clause 5.7.3(c) by adding the words "or at the Site" after the words "under the Contractor's control" and adding "and trained" after "supervised".

Delete clause 5.7.4 and replace with the following*:*

The Contractor shall as soon as practicable give to the Principal a copy of any report or notification which the Contractor is required to make to an Authority or to a regulator in relation to a notifiable event at the Site or in relation to the Contract Works.

Add new clauses:

5.7.8 The Contractor shall carry out the Contract Works in accordance with all Applicable Laws. In respect of health and safety, in carrying out the Contract Works, the Contractor shall comply with and ensure all its Subcontractors comply with:

(a) all relevant local health and safety laws and regulations of the Country;

(b) the standards and requirements of the Health and Safety at Work Act 2015 (NZ) ("**H&S Act**") as if the Contract Works were taking place in New Zealand, including applicable regulations or standards under

the H&S Act, to the extent it is not inconsistent with such local health and safety laws that are more onerous;

(c) Good Industry Practice; and

(d) the Principal's Health and Safety Policy as updated and provided to the Contractor from time to time,

("**H&S Requirements**").

5.7.8A The Contractor warrants that it will ensure, so far as is reasonably practicable, that no act or omission:

(a) creates a risk or causes a hazard, or harm to any worker of the Contractor or any other person at the Site or in the vicinity of the Site;

(b) is a breach of any duty or obligation of the Contractor under any H&S Requirements in respect of the Contract Works or the Site; and

(c) does or is likely to give rise to the issue of a provisional improvement notice, an improvement notice, a non-disturbance notice, a suspension notice or a prohibition notice (and including any subsequent notice), an infringement notice, enforcement action, proceedings or a prosecution under any Applicable Laws against the Principal, the Principal's Nominee, the Contractor or Subcontractors in respect of the Contract Works or the Site.

5.7.9 All operations necessary for the execution of the Contract Works will be carried out so as not to interfere unnecessarily with the convenience of the Principal, the Principal's Nominee, owners of adjoining properties to the Site, the public, the local communities or with the condition of or access to, or use of, public or private highways, wharfs, jetties, roads, bridges, public places, or footpaths. The Contractor will make good at its own cost all damage or injury arising out of its operations under this Contract.

The Contractor will ensure, so far as is reasonably practicable, the general health and safety of the public, pedestrian and vehicle traffic, Subcontractors and workers (as defined in the H&S Act), and will:

(a) be responsible for any necessary traffic control during the course of the execution of the Contract Works and will comply with the Principal's reasonable requirements as communicated to the Contractor as to traffic control;

(b) without limiting its responsibilities and obligations under Applicable Law, ensure, so far as is reasonably practicable, that it takes precautions to prevent incidents or accidents while undertaking the Contract Works by erecting fences, barriers, signs, devices to cause traffic to slow down, and ensure adequate lighting at all times; and

(c) where there is any hole, well, excavation, or other place dangerous to persons passing along the Site, use appropriate precautions to eliminate, minimise or otherwise control the hazard and associated risks.

5.7.10 Before commencing any work on the Site, the Contractor must prepare and comply with a health and safety plan specifically for the performance of the Contract Works and obtain the written approval of the Engineer to that plan. The health and safety plan prepared by the Contractor must:

(a) take into account all requirements of relevant Authorities who have jurisdiction over the Contract Works and/or the Site;

(b) comply with Good Industry Practice and satisfy the requirements of the H&S Requirements, any relevant occupational safety and health standards of the Country; and

(c) specifically address and remedy any and all security and health and safety issues arising from the proximity of the occupied and operational areas of nearby buildings.

5.7.11 Neither the approval by the Engineer of the health and safety plan in accordance with clause 5.7.14 nor the Contractor's compliance with it will relieve or release the Contractor from any obligations, duties or liabilities under the Contract.

5.7.12 The Contractor must:

(a) liaise regularly with the Engineer to identify, record and address any health and safety issues, hazards or risks to health and safety and any associated incidents (including near misses) on the Site or in relation to the Contract Works;

(b) provide such information as the Engineer reasonably requires in respect of all matters referred to in clause 5.7.16(a) and provide copies to the Engineer of any notices or orders issued under any Applicable Laws in respect of the Contract Works or the Site and any notifications, information or reports issued or provided by the Contractor under any Applicable Laws in respect of the Contract Works or the Site to any Person (including any Authority); and

(c) co-operate, consult and co-ordinate activities with the Principal, the Principal's Nominee, separate contractor or any other Person on Site who has a duty under any Applicable Laws in relation to the Contract or at the Site.

5.7.13 In respect of the Environment, the Contractor shall ensure that in carrying out the Contract Works it:

(a) complies with all Applicable Laws (including applicable environmental and planning laws of the Country) as well as, to the extent not inconsistent with the environmental laws of the Country, the applicable environmental Standards and legislation in New Zealand, including the Resource Management Act 1991 (NZ), the Hazardous Substances and New Organisms Act 1996 (NZ) and applicable regulations or standards thereunder ("**New Zealand Environmental Laws**"); and

(b) obtains all necessary environmental permits or consents required Works under the applicable environmental laws of the Country ("**Environmental Permits**").

(c) where provided within the Principal's Requirements the Contractor shall comply with the *Environmental and Social Impact Management Plan (**ESMP**)*

5.7.14 The Contractor warrants to the Principal that the Contractor will not do or omit to do (or permit the same) anything, or use materials, substances or processes that may:

(a) result in a breach of the New Zealand Environmental Laws, Environmental Permits or this Contract;

(b) give rise to the issue of any notice, proceedings or prosecution under any Environmental Law against the Principal, the Principal's Nominee, the Contractor, any Subcontractors or any separate contractors; and

(c) result in a discharge of a contaminant into the Environment, cause the emission of noise or dust to exceed a reasonable level, or cause any adverse effect on the Environment.

5.7.15 If the Contractor becomes aware that it or any Subcontractor is or may be in breach, or is likely to be in breach of clause 5.7, then it must notify the Engineer as soon as practicable and the Contractor will follow the reasonable directions, if any, of the Engineer to avoid, remedy or mitigate such breach or anticipated breach.

5.7.16 The Contractor must, without limiting any of the Contractor's obligations, comply with any reasonable requirements communicated by the Engineer in respect of the matters referred to in clause 5.7 (including in respect of any independent auditing or review of standards and practices).

5.9 Materials and labour

5.9.3 Delete clause 5.9.3 and replace with the following:

(a) Ownership of any Materials not yet incorporated into the Contract Works will transfer to the Principal's Nominee on the earlier of delivery of the Plant or Materials to the Site and payment by the Principal for the Plant or Materials.

(b) The Contractor warrants that at the time ownership of the Materials is transferred to the Principal's Nominee under clause 5.9.3(a), it has or will have full title to the Plant and Materials free of all liens, claims and encumbrances.

(c) Ownership of any Materials not required for the Contract Works will reinvest in the Contractor and the Contractor will be responsible for disposing of the same in and by safe and lawful ways and means.

(g) No Materials on-Site will be removed from the Site without the prior written consent of the Engineer.

5.11 Compliance with laws

5.11.1 Amend clause 5.11.1:

Delete the words, "statutes, regulations, and bylaws of government, local, and other public authorities**" and replace with "**Applicable Laws**".**

5.11.1A Add new clause:

The Contractor shall be responsible for determining whether the Contract Works can be constructed and completed in accordance with any Applicable Law and shall promptly give written notice to the Principal where construction or completion of the Contract Works would not comply with Applicable Law.

5.11.3 Insert at the end of the clause:

The Contractor must also provide copies of any material notice in respect of a licence that the Contractor is responsible to obtain and maintain, to the Principal and Engineer promptly after that notice is sent or received.

5.11.10 Delete the words, "closing of tenders" and replace with "the Contract Agreement".

After the words "or toll" insert the words "(which such act or the consequences thereof could not reasonably have been foreseen by a prudent and experienced contractor)".

5.12 Intellectual Property

Delete clause 5.12 in its entirety and replace with the following:

5.12.1

(a) Subject to clause 5.12.2, the title to and Intellectual Property rights in, or in relation to, all Contract Material is to vest on creation jointly in the Principal and the Principal's Nominee.

(b) The Principal grants and shall procure that the Principal's Nominee grants to the Contractor a royalty free licence (with a right to sub-licence) to use the Contract Material to undertake the Contract Works.

5.12.2 Notwithstanding clause 5.12.1, all Intellectual Property rights in, or in relation to, all Contract Material which existed prior to the date that the parties became involved in the Project and was created independently to the Project (**Pre-Existing Intellectual Property**), shall remain the property of the original owner. The Contractor hereby grants, or agrees to procure the grant, to the Principal and the Principal's Nominee an unrestricted, irrevocable, assignable, transferrable, royalty free licence (including the right to sub-licence) to use, copy or reproduce, modify, adapt, develop or communicate to the public or otherwise exploit the Contractor's Pre-Existing Intellectual Property to use, maintain, adapt, update or amend the Contract Works.

5.12.3 The Contractor represents to the Principal that its Pre-Existing Intellectual Property, will not infringe the Intellectual Property rights of any third party.

5.13 Underground and above ground utilities

5.13.1 Insert the words "or relevant equivalent laws of the Country" after the words "Cadastral Survey Act".

5.14 Treasure

5.14.1 Substitute the words "remain the property of the Principal" with the words "remain the property of the Principal's Nominee".

5.15 Clearance of Site

5.15 Substitute the words "occupation by the Principal" with the words "occupation by the Principal's Nominee".

5.20 As-built drawings and operation and maintenance manuals

5.20.2(b) Insert the words "and the Principal's Nominee" after the word "Principal".

5.20.3 Throughout clause 5.20.3 insert the words "and the Principal's Nominee" after the word "Principal".

Add the following new clause 5.22:

5.22 Reporting

At the intervals set out in the Principal's Requirements, the Contractor shall provide to the Engineer and the Principal a report which sets out the following information:

(a) Schedule of outstanding Contract Works, marked up against previous report;

(b) Health and safety issues;

(c) Buildability issues for any systems to be utilised for any of the Contract Works (including any structural systems);

(d) Methodology statements;

(e) Any advance notification given pursuant to 5.21;

(f) Programme updates, including updates to completion dates and conditions precedent; and

(g) Such other things or matters which the Engineer or the Principal may reasonably request from the Contractor.

6 Engineer's powers and responsibilities

6.1 Appointment of Engineer

6.1.1 Delete clause 6.1.1 and replace with the following:

The Principal shall ensure that at all times there is an Engineer, and will not obstruct the Engineer from fulfilling all aspects of the role and functions reasonably and in good faith.

6.2 Role of Engineer

6.2.5 Delete clause 6.2.5 and replace with the following:

No consent, approval, disapproval, comment, query, inspection, certification, review or other action or exercise of any duty or power by the Engineer, the Principal or the Principal's Nominee (including failure or absence of the same) shall relieve the Contractor of any of its obligations or liabilities under this Contract.

6.3.3 Insert at the end of the clause:

Notwithstanding any provision in 6.3.3 to the contrary, the Engineer's Representative may certify payments to the value of the Contract, value Variations, and alter Drawings or Specifications.

6.7 Suspension of work

6.7.4 The following new last sentence is inserted:

This clause 6.7.4 will not apply where the suspension is due to default on the part of the Contractor or any of its personnel.

Add new clauses:

6.7A Suspension by the Principal

6.7A.1 The Principal may immediately suspend the whole or any part of the Contract Works at any time and for any reason by giving a written direction to that effect to the Contractor.

6.7A.2 A notice under 6.7A.1 shall specify the date from which the suspension is to take effect and may:

a. include any ancillary direction or instruction which the Principal considers necessary or appropriate;

b. include any relevant information or other material; and
c. record any agreement made between the Principal and the Contractor in connection with the notice which is conditional upon the issue of the notice, including about payment for Contract Works already provided.

6.7A.3 If it receives a notice under 6.7A.1 the Contractor shall:
a. cease to provide or suspend the affected Contract Works as directed;
b. comply with any ancillary direction or instruction of a kind referred to in 6.7A.2 a. included in the Notice;
c. observe and perform any agreement of a kind referred to in clause 6.7A.2 c.; and
d. comply with any other reasonable direction given by the Principal in respect of the cessation and/or suspension.

6.7A.4 The Contractor must resume the performance of the suspended Contract Works as soon as practicable after being directed to do so by the Contractor.

6.7A.5 The provisions of 6.7.2 and 6.7.3, amended only as necessary for the circumstances, shall apply in respect of a suspension under 6.7A.1.

6.7A.6 Notwithstanding the above, the Principal and the Contractor may by agreement in writing suspend the Contract Works for any period, and the provisions of 6.7A.3, 6.7A.4 and 6.7A.5 shall apply unless expressly excluded.

7 Indemnity

7.1 Indemnity

7. Throughout clause 7 insert the words "and/or the Principal's Nominee (as applicable)" after the word "Principal".

7.1.3 Delete clause 7.1.3.

7.1.4 Delete the words in clause 7.1.4: "and the Principal's liability to indemnify the Contractor".

8 Insurance

8.1 General

8.1.3 Insert the following at the end of clause 8.1.3:

provided that a copy of the policy has been provided to the Contractor or the Principal (as applicable). The Contractor must also procure that its personnel comply with the requirements of this clause 8.1.3.

8.1.7 Add new clause as follows:

(a) The Contractor must notify the Principal in writing of any claims against an insurance policy arising out of, or in connection with, the Contract Works or the Project. The Contractor's notice must be provided at the same time the Contractor notifies the relevant insurer under the policy of the claim.

(b) Without limiting clause 8.1.7(a), the Contractor must:

(i) provide such further information to the Principal in relation to the relevant claim as the Principal may require; and

(ii) provide copies to the Principal of all notices and other written communications with the relevant insurer or insurance broker, at the same time that the notice or other written communication is sent to the insurer or broker.

(c) The Contractor's notices under this clause 8.1.7 must be accompanied by full details of the circumstance, incident or event the subject of the claim or giving rise to the claim. The Contractor must promptly take steps to ensure that its rights, and the rights of any other persons to whom the benefit of the Insurance Policy extends, are fully preserved.

(d) The Contractor must ensure that each Subcontractor complies with the obligations of the Contractor under this clause 8.1.7.

8.2 Contractor arranged insurances - General

8.2.9 Add new sub-clause 8.2.9 as follows:

All Contractor arranged insurances shall have a maximum excess per claim of NZ$10,000.

8.3 Contractor Arranged Construction Insurance

8.3.1 In the first paragraph of clause 8.3.1, replace the words, "... in the care and possession of the Contractor within New Zealand or in transit from elsewhere in New Zealand" with the words, "in the care and possession of the Contractor within the Country or in transit from elsewhere in the Country."

Add to clause 8.3.1 as a second paragraph:

The Contractor shall deliver any Materials it imports into the Country for the purposes of the Contract Works on the basis of Incoterms "Delivery Duty Paid" (DDP). The Contractor shall, in the names of the Principal, the Principal's Nominee and the Contractor, effect marine transit insurance to insure the Materials for replacement value against loss or damage occurring up to delivery to the Site, including during transit from the place of manufacture.

8.3.6 Add new clause 8.3.6 as follows:

If the Contractor charters a vessel or aircraft to transport any Materials, Plant or other goods to, or within the Country for the purposes of the Contract, the Contractor shall ensure that the vessel or aircraft is fully insured and, in particular, that it has insurance cover for the costs of conducting an environmental clean-up if there is an accident or discharge involving the vessel or aircraft.

8.5 Contractor arranged public liability insurance

8.5.1 In clause 8.5.1, replace the word "Principal" with "Principal and the Principal's Nominee" throughout clause 8.5.1.

Delete subparagraph (c) of clause 8.5.1 and insert "Liability arising out of the performance of the Contract Works".

8.10 Insurance for Contractor's Personnel

8.10 Add new clause 8.10 as follows:

(a) To the extent permissible under the Applicable Laws, the Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's personnel. The insurance shall be for a minimum of $100,000 per occurrence.

(b) In the event that an employee or other personnel of the Contractor is a visitor to the Country for the purposes of the Contract, the Contractor shall ensure that such personnel are covered by travel or other insurance that will pay for the person's treatment in the Country and repatriation to their home country in the event of injury, sickness, disease or death.

(c) These insurances shall be maintained in full force and effect during the whole of the time that these personnel are assisting in the execution of the Contract Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this clause.

9 Variations

A new clause 9.1A is inserted as follows:

9.1A Contractor to provide information

9.1A.1 Following a request by the Engineer (which request for the avoidance of any doubt is not an order for a Variation) in respect of a proposed or alleged Variation, the Contractor shall promptly prepare and submit to the Engineer:

(a) a detailed and substantiated quotation for the proposed Variation; and

(b) an estimate of the change (if any) that the proposed Variation would cause to the Due Date(s) for Completion, milestone dates (if applicable) and/or completion of any stage of the Contract Works.

9.2 Variation orders

9.2.2 Delete the words "1 Month or as soon as practicable thereafter" and replace with "20 Working Days of the instruction", and the following is inserted at the end "Compliance with this clause is a condition precedent to the Contractor's entitlement to a Variation."

9.2.3 Delete "1 Month" and replace with "20 Working Days".

Delete "or as soon as practicable thereafter" and add after "Variation" the words "(including by way of any express entitlement to claim a Variation or where it is stated that a matter will be determined as or deemed to be a Variation)".

Add to the end "Compliance with this clause is a condition precedent to the Contractor's entitlement to a Variation."

9.3 Valuation of Variations

9.3 Delete clause 9.3 and replace with the following:

9.3 Price adjustment for Variations

9.3.1 The value of any Variation (whether 'positive' or 'negative) will as far as possible be determined by agreement between the Contractor and the Principal. Failing agreement, the value will be determined by the Engineer in accordance with the following rules (subject to the Engineer's discretion to order that a Variation be carried out on a Daywork basis under clause 9.4):

(a) to the extent applicable, the rates and prices (which are fixed all-inclusive rates and prices, so include for matters such as On-site Overheads and Off-site Overheads and Profit) set out in the Schedule of Prices will be used;

(b) in the absence of applicable rates and prices in the Schedule of Prices, using the rates and prices in the Schedule of Prices as the basis for valuation to the extent reasonable;

(c) to the extent paragraphs (a) and (b) are not applied:

(i) the value must be determined on the basis of Net Cost;

(ii) to the amount in clause 9.3.1(c)(i) will be added:

(A) an allowance for On-site Overheads by applying the percentage set out in the Schedule 1 – Specific Conditions; and

(B) an allowance for Off-site Overheads and Profit by applying the percentage set out in Schedule 1 – Specific Conditions.

(d) in respect of compensation for delay caused by a Variation, and only where and to the extent the Contractor is entitled to an extension of time under 10.3 for the net effect of the Variation, the Contractor will be entitled to delay cost calculated in accordance with the Working Day rate set out in Schedule 1 – Specific Conditions except to the extent that such costs should (or could have) reasonably been mitigated by the Contractor.

9.3.2 The Contractor shall not be entitled to any compensation for the processing or valuing of Variations, whether such Variations are proceeded with or not.

9.5 Unforeseen physical conditions

9.5.1 Delete the words "*unless those conditions occur as a result of weather away from the Site".*

10 Time for Completion

10.3 Extension of time

10.3.1 Delete clause 10.3.1(b) and replace with "Inclement Weather in excess of 10 working days per calendar month for the months December through May and 3 Working Days per calendar month for the months June through November".

Add the following to the end of clause 10.3.1(c):

which is not limited to or originated by, and is beyond the control of, the Contractor and/or any Subcontractor, and which prevents the Contract Works from proceeding;

Delete clause 10.3.1(f) and replace with the following:

any other events or circumstances that interfere with the progress of the Contract Works and that:

(i) were not reasonably foreseeable prior to the Date of Acceptance of the Tender by the Contractor; and

(ii) are beyond the Contractor's reasonable control,

10.3.2 (b) Delete "or as soon as practicable thereafter; and".

Add:

(d) the circumstance causes a delay to the critical path activities identified on the Comprehensive Programme current when the delay giving rise to the claim occurred and delays the Contractor from achieving Practical Completion by the relevant Due Date for Completion; and

(e) the Contractor has taken all reasonable steps to preclude the occurrence of the circumstance causing the delay and minimising its consequences.

If more than one circumstance concurrently causes delay (as determined by the Engineer) and:

(i) one circumstance is a ground for an extension of time specified or referred to in clause 10.3.1; and

(ii) the other circumstance is not a ground specified or referred to in clause 10.3.1,

then the Contractor will not be entitled to an extension of time to the extent of that concurrent delay.

The conditions specified in clause 10.3.2 are conditions precedent to the Contractor's entitlement to an extension of time.

New clause 10.3.8 is inserted as follows:

10.3.8 The Principal may in its discretion grant an extension of time at any time prior to the issue of the Final Payment Schedule. This discretion is for the Principal's benefit only,

10.4 Certificate of Practical Completion

10.4.1 Delete clause 10.4.1 and replace with the following:

Practical Completion is that stage in the execution of the work under the Contract when:

(a) the Contract Works or any Separable Portion is complete in accordance with the requirements of the Contract, except for minor defects:

(i) which, in the opinion of the Engineer, the Contractor has reasonable grounds for not promptly correcting;

(ii) which do not prevent the Contract Works or Separable Portion from being used for their intended purpose; and

(iii) the rectification of which will not prejudice the convenient and safe occupation of the Site and operation and use of the Contract Works or any Separable Portion; and

(b) those inspections, certifications and tests to be carried out and passed before the Contract Works or Separable Portion reach Practical Completion have been carried out and passed;

(c) documents and other information required under the Contract for the use, operation, maintenance and management of the Contract Works have been supplied by the Contractor;

(d) the preconditions to Practical Completion contained in the Contract (including the Principal's Requirements) have been satisfied or achieved (as applicable).

10.5 Damages for late completion

10.5.1 Delete the final sentence of clause 10.5.1.

10.5.2 In clause 10.5.2, substitute the words "the Principal shall occupy" with the words "the Principal or the Principal's Nominee shall occupy".

10.7 Occupancy by the Principal

10.7.1 In clause 10.7.1, 10.7.2. substitute the words "The Principal shall be entitled" with the words "The Principal and/or the Principal's Nominee shall be entitled".

11 Defects Liability

11.1 Period of defects liability

11.1 Delete clause 11.1 and replace with the following:

The Defects Notification Period for the Contract Works or any Separable Portion is set out in Schedule 1 - Specific Conditions, provided that if any part of the Contract Works or any Separable Portion is replaced or repaired during the applicable Defects Notification Period, the replacement or repaired part of the Contract Works will have an extended Defects Notification Period of 12 Months from the date that the part of the Contract Works has been replaced or repaired to the satisfaction of the Engineer.

11.3 Final Completion Certificate

11.3.2 Add to end:

(c) the preconditions to the issue of the Final Completion Certificate contained in the Contract (including the Principal's Requirements) have been satisfied or achieved.

11.4 Effect of Final Completion Certificate

Add new clause 11.4.2:

This Section 11 is without prejudice to the Principal's rights under Applicable Law.

11.5 Warranties

A new clause 11.5.4 is inserted as follows:

The Contractor must, prior to Practical Completion, provide to the Principal's Nominee a Contractor's warranty in the form set out in Schedule 18, duly executed by the Contractor.

A new clause 11.7 is inserted as follows:

11.7 Other Warranties

11.7.1 The Contractor must obtain warranties and guarantees for workmanship and materials that are obtainable in the ordinary course of business, in respect of the services, materials, plant and equipment included in the Contract Works **(**"**Other Warranties**"**)**. The Contractor must, as a pre-condition to Final Completion of the Contract Works, assign all of the rights and interests under all relevant Other Warranties to the Principal and/or the Principal's Nominee (as instructed by the Principal).

11.7.3 Where the Contractor fails to assign all of its rights and interest under all Other Warranties as required under clause 11.7.2, the Contractor must hold such Other Warranties, and all rights and interest that arise under the Other Warranties, in trust for the benefit of the Principal and/or the Principal's Nominee (as applicable) and will, if called upon to do so by the Principal, exercise all such rights and interest and account to the Principal for all sums received on account thereof.

12 Payments

12.1 Contractor's payment claims

12.1.3 Delete clause 12.1.3(d).

A new clause 12.1A is inserted as follows:

12.1A On-Site and Off-Site Materials

Payment for Materials that are off-Site are only to be included in a payment claim, and will only be paid by the Principal, in respect of the items of Materials listed in Schedule 1 – Specific Conditions or otherwise agreed by the Engineer in its sole discretion, subject to prior compliance with the following:

(a) the Materials are, to the satisfaction of the Engineer:

(i) appropriately secured and protected at the location as is acceptable to the Principal;

(ii) clearly marked as the property of the Principal or the Principal's Nominee and insured for the Principal or the Principal's Nominee;

(b) the Contractor has incurred a liability to pay for the Materials and has demonstrated that liability to the satisfaction of the Engineer;

(c) either:

(i) a bond in form and from a surety satisfactory to the Principal in favour of the Principal is provided to the Engineer equal to the amount of the advance sought for such Materials; or

(ii) the Contractor and any relevant Subcontractors have duly entered into and delivered to the Engineer an agreement in the form of the Off-Site Materials Agreement attached at Schedule 14.

12.2.8 Delete the words "together with the amount of goods and services tax payable".

12.2.10 New clause 12.2.10 is inserted as follows:

Neither the issue of a Progress Payment Schedule nor the payment of any moneys shall imply acceptance of the work covered by a Progress Payment Schedule or to which such paid moneys relate, nor does it relieve the Contractor from responsibility to remedy or replace work or Materials not in accordance with the Contract.

12.7 Interest

12.7.4 Delete clause 12.7.4 and replace with the following:

The rate of interest will be equal to 2% above the New Zealand 90 day bank bill buy rate at the time of the payment default.

12.14 Taxes

12.14 Add the following new clause 12.14:

(a) The Contractor acknowledges that it has taken into account in establishing the Contract Price, the unit rates, service rates and all other prices and fees set out in Annexure B, all taxes including goods and services tax, withholding taxes (if any) fees, levies, imposts, duties, charges, dues or assessments of any nature whatsoever payable (whether levied on or payable by the Contractor or any of its Subcontractors) and the like (including all direct and indirect costs and expenses to discharge the same and any and all penalties and fines pertaining to any of the above) for which it is liable (collectively the "**Taxes**") with no exception whatsoever.

(b) Contractor agrees that it shall be liable for all Taxes arising out of the Contractor's or any Subcontractor's performance of the Works. Each of the Contractor's payment claims shall list any Taxes applicable to the carrying out of the Contract Works separately.

(c) All port dues, landing charges, pilotage, lighterage, legalisation fees and fees in connection with other customs formalities and all other dues and charges whatsoever relating to the importation of the goods, equipment and Materials required to perform the Contract Works shall be for the sole account of the Contractor, unless any exemption is obtained by the Principal and/or the Principal's Nominee and the Contractor is notified in writing of such exemption.

13 Disputes

13.1A General

13.1A Add the following new clause:

Notwithstanding any other provision of this Contract, the parties agree the Construction Contracts Act 2002 shall not apply to this Contract nor the Contract Works. All references to that Act, Adjudication and Adjudicator's Determination in the Contract shall be read as deleted and the Contract given effect as if those provisions do not apply *mutatis mutandis*.

13.3 Mediation

13.3.3 Add to the end of clause 13.3.3, the following

Any mediation will be conducted in Wellington, New Zealand.

13.4 Arbitration

13.4.3 The following is inserted at the end:

The place (and seat) of arbitration will be in Wellington, New Zealand.

A new clause 13.7 is inserted as follows:

13.7 Injunctive or urgent relief

Nothing in this Section 13 will prejudice the right of the Principal or the Contractor to institute proceedings to seek urgent interlocutory or injunctive relief.

14 Frustration and Default

14.1 Frustration

14.1.2 Amend sub-paragraph (b) of 1 clause 4.1.2 by adding the words " or the property of the Principal's Nominee" after the words "the property of the Principal".

14.2 Default by the Contractor

Delete clauses 14.2.1 and 14.2.2 and replace with the following:

14.2.1 The Principal may at its option after giving notice to the Contractor either terminate the Contract or resume possession of the Site in the event of:

(a) the Contractor failing to provide to the Principal the Contractor's Bond in accordance with clause 3.1, or any new, amended or replacement bond in accordance with clause 3.1, including within the applicable timeframes prescribed by that clause;

(b) the Contractor subcontracting or purporting to subcontract the whole or substantially the whole of the Contract Works in breach of clause 4.1;

(c) the Contractor assigning, transferring or novating any part of its rights and/or obligations under the Contract or purporting to do the same, in breach of clause 2.8;

(d) the occurrence of an Insolvency Event in respect of the Contractor or, where the Contractor is comprised of more than one Person in joint venture, partnership, consortium or other unincorporated grouping of two or more Persons, any Person comprising the Contractor;

(e) the occurrence of an Insolvency Event in relation to any Person providing a guarantee under clause 11.5;

(f) the Engineer certifying in writing to the Principal that in his or her opinion (acting fairly and impartially), the Contractor has abandoned the Contract or is otherwise persistently, flagrantly or wilfully neglecting to carry out its obligations under the Contract;

(g) the Contractor failing to proceed regularly and diligently with the Contract Works;

(h) the Contractor failing to effect or maintain any insurance policy required to be so effected or maintained by the Contractor under this Contract, including in accordance with the relevant requirements under this Contract for that Insurance Policy;

(i) the Contractor suspending the Contract Works in whole or in part other than in accordance with the Contract;

(j) the Contractor breaching clause 5.7; or

(k) the Contractor committing any other material breach of the Contract;

and in relation to a Contractor's default under clause 14.2.1(a), (b), (c), (f), (g) (h), (i), (j) or (k) where the default is capable of remedy, that default has not been remedied within 10 Working Days of service of the notice.

14.2.2 In the event of default under clauses 14.2.1(d), 14.2.1(e) or 14.2.1(k) the Principal may at its option by notice in writing to the Contractor either terminate the Contract or resume possession of the Site (or allow the Principal's Nominee to do so) immediately.

14.2.3 Amend clause 14.2.3 by replacing the words "If the Principal elects" with the words "If the Principal or Principal's Nominee elects".

14.2.4 Amend clause 14.2.4 by replacing the words "of which the Principal has taken possession" with the words "of which the Principal or the Principal's Nominee has taken possession ".

A new clause 14.2.6 is inserted as follows:

14.2.6 Without limitation or prejudice to the other provisions of this clause 14.2, the following will apply where the Principal or the Principal's Nominee resumes possession of the Site or the Principal terminates the Contract under clauses 14.2.1 or 14.2.2:

(a) the Contractor will, to the extent required by the Principal, assign to the Principal and/or the Principal's Nominee as the case may be, all of its rights and benefits under its subcontracts within 10 Working Days of being requested to do the same;

(b) the Contractor will co-operate with the Engineer in the transfer of information and disposition of work in progress so as to mitigate the Cost to the Principal and/or the Principal's Nominee of removing the Contractor and completing the Contract Works;

(c) the Contractor will cooperate with the Principal and/or the Principal's Nominee and handover to the Principal and/or the Principal's Nominee all Contract Material, Principal Supplied Information and all other information concerning the Project and the Contract Works held by the Contractor and its Subcontractors or that is reasonably obtainable by the Contractor;

(d) without limiting paragraph (c) above and to the extent not already done so, the Contractor must handover to the Principal and/or the Principal's Nominee all guarantees, warranties, Design Documents, drawings, As-built drawings and operation and maintenance manuals and all other documents necessary for the completion, use, operation, maintenance and management of the Contract Works;

(e) the Contractor will comply with all other reasonable requests from the Engineer regarding the terminated works and co-operate with and provide all reasonable assistance to the successor contractor (if any) and/or the Principal and/or the Principal's Nominee, following the removal of the Contractor to ensure that there is a smooth and efficient handover of the Contract Works to any successor contractor and/or the Principal and/or the Principal's Nominee, as the case may be;

(f) if and to the extent requested by the Principal, the Contractor will assign to the Principal and/or the Principal's Nominee all of the Contractor's rights and benefits under the Contractor's shipping documentation for items of Materials to be supplied for incorporation into the Contract Works and execute all documentation and do all things reasonably required by the Principal and/or the Principal's Nominee (as the case may be) to effect such assignment, within 10 Working Days of being requested to do the same;

(g) the Principal may pay any Subcontractor for any Materials delivered or works or services executed for the purpose of the Contract (whether before or after the date of resumption or termination) insofar as the price thereof has not already been paid by the Contractor, and any such payments may be deducted from any sums due or to become due to the Contractor;

(h) the Contractor will provide to the Principal and/or the Principal's Nominee upon request and as a precondition to receiving any payment under clause 14.2.4, such evidence as the Principal will reasonably require to satisfy the Principal that title in, and ownership of, all Materials has vested (or will upon such payment vest) in the Principal and/or the Principal's Nominee free of any liens, claims or encumbrances; and

(i) the Contractor will procure that any licences (as defined in clause 5.11.2) obtained by it in connection with the Contract are transferred into the name of the Principal and/or the Principal's Nominee as required.

A new clause 14.2.7 is inserted as follows:

14.2.7 Where the Principal or the Principal's Nominee resumes possession of the Site or the Principal terminates the Contract under clause 14.2.1 or clause 14.2.2, the Principal may:

(j) withhold further payments to the Contractor until all amounts that may become owing to the Principal by the Contractor as a result of the Contractor being removed are known; and

(k) require the Engineer, once the Principal has made a provisional election of its remedies, to make a provisional assessment of all amounts that may become owing to the Principal by the Contractor as a result of the Contractor being removed based on the Principal's provisionally elected remedies, and that amount will be a sum immediately due and payable from the Contractor to the Principal and the Principal may immediately recover such amount from the Contractor and/or by making a call on the Contractor's Bond and/or on any other security provided under this Contract.

Any amount paid by the Contractor to the Principal under clause 14.2.7(b) will be taken into account by the Engineer when certifying under clause 14.2.4.

A new clause 14A is inserted as follows:

14A Termination for Convenience

14A.1 The Principal may at any time, and without cause, by giving written notice to the Contractor terminate the Contract. Any such notice must specify a date (which must be on notice or after the date of the notice) from which the termination is to take place.

14A.2 In the event that the Contract is terminated under clause 14A.1 the Contractor shall take all such steps as are directed by the Principal to protect the Contract Works and cease all activity in a safe, orderly and economical manner. The Contractor shall then leave the Site.

14A.3 Upon termination:

(a) the parties must comply with their respective obligations under clause 14.2.6 (on the basis that clause 14.2.6 applies in circumstances of a termination under this clause 14A); and

(b) the Contractor shall be entitled to be paid the amounts set out in (and subject to the provisions of) clause 14.1.2 (as certified by the Engineer) except that the Contractor will not be entitled to any payment on account of anticipated or foregone profit or for outstanding preliminary and general costs in respect of the unfinished Contract Works.

16 General

A new Section 16 is inserted as follows:

16.1 Anti-Terrorism

The Contractor shall use its best endeavours to ensure that payments made under the Contract do not provide direct or indirect support or resources to organisations and/or individuals associated with terrorism http://www.police.govt.nz/advice/personal-community/counterterrorism/designated-entities. If the Contractor discovers any link whatsoever with any organisation or individual associated with terrorism it shall notify the Principal immediately.

16.2 Anti-Corruption

(a) The Principal and Contractor each warrant that it shall not make, cause to be made, nor receive any offer, gift (over the value of NZ$100), payment, consideration, inducement, reward or benefit of any kind, which would be, or could be construed as, an illegal, unethical, or fraudulent practice. This includes such acts as theft, conspiracy, bribery, corruption, misappropriation, falsification of documents, non-authorised release of information, collusion and influencing decisions that will result in a personal benefit. Any such conduct may be grounds for immediate termination of the Contract, or the taking of such corrective action as the other party deems appropriate.

(b) Where either the Principal or the Contractor or either of the Principal's or the Contractor's personnel, is investigated for fraud, or where there is a finding of fraud against either party or a party's personnel, or where the Principal's or the Contractor's personnel is convicted of a serious criminal offence that brings the Contractor, the Principal, or the Principal's Nominee into disrepute, or the nature of the conviction is incompatible with the purpose of the Contract, this event may be grounds for either party to immediately terminate the Contract by giving notice in writing to the other party.

(c) The Contractor undertakes to report to the Principal within five (5) Working Days all suspected or detected fraud and consult the Principal before the matter is referred to police. The Principal reserves the right to investigate cases of suspected or detected fraud.

16.3 Conflict of Interest

The Contractor warrants that as at the date of the Contract:

(a) it has no Conflict of Interest in undertaking the Contract Works or entering into the Contract; or

(b) all Conflicts of Interest which the Contractor has have been declared by the Contractor to the Principal in writing.

The Contractor shall use its best endeavours to avoid situations that may lead to a Conflict of Interest. The Contractor shall notify the Principal immediately, and in writing, if any Conflict of Interest arises in relation to the Contract Works or the Contract.

If the Contractor has declared a Conflict of Interest as at the date of the Contract or if a Conflict of Interest arises during the term of the Contract, the Contractor and the Principal must discuss, agree and record in writing how it will be managed (provided the Conflict of Interest is one that can be managed). The Principal and the Contractor must pay their own costs in relation to managing a Conflict of Interest.

16.4 Privity

(a) Nothing in the Contract is intended to confer any enforceable benefit or the right to enforce any term of the Contract on any third party except as provided in clause 16.4(b).

(b) The Contractor acknowledges and agree that:

(i) the Contract, including the Contract Works and each of the rights specified herein, is intended for the benefit of:

(A) the Principal; and

(B) notwithstanding that the Principal's Nominee is not expressly referenced in any particular provision, the Principal's Nominee,

(the "**Beneficiaries")**; and

(ii) it is obliged to perform the obligations under the Contract for the benefit of the Beneficiaries, enforceable at the suit of such Beneficiaries.

(c) The Contractor and the Principal are entitled to amend the Contract without the consent or agreement of the Principal's Nominee, and the Principal's Nominee has been made aware of this provision.

16.5 Confidential Information

The Contractor and the Principal undertake not to use or disclose to any Person without the other Party's consent the Contract and arrangements incidental to this Contract, other than:

(a) to the extent use or disclosure is necessary for the purposes of providing the Contract Works;

(b) if the use or disclosure is required by Applicable Law;

(c) disclosure to the Principal's Nominee; or

(d) if the information has already become public, other than through a breach of the obligation of confidentiality by one of the parties.

The Contractor may disclose the existence of the Contract but must obtain the Principal's and the Principal's Nominee's prior written approval before making reference to either party or the Contract in its publications, public statements, promotional material or promotional activities about the Contract.

The Contractor acknowledges that the use or disclosure of information relating to the Contractor may be required by Applicable Law (including under *the Official Information Act 1982*), Ministers or parliamentary convention. The Principal must and will procure that the Principal's Nominee shall, as soon as practicable and in any case prior to any disclosure, notify the Contractor of any request received by it under Applicable Law that relates materially to the Contractor.

16.6 Principal's Nominee

Where the Principal has a benefit (including a right or entitlement) under the Contract, the Principal may, by notice to the Contractor, nominate the Principal's Nominee to exercise or receive that benefit. The Contractor acknowledges and agrees that the Principal may, by notice in writing to the Contractor, perform its obligations under the Contract through the Principal's Nominee.

16.7 Not used

16.8 Joint and several liability

To the extent that the Contractor is comprised of more than one Person in joint venture, partnership, consortium or other unincorporated grouping of two or more Persons (**Joint Venture**) those Persons will be jointly and severally liable for all obligations, duties and liabilities of the Contractor under the Contract.

16.9 Relationship of the parties

(a) The Contractor acknowledges that there is no implied duty of good faith on the Principal towards the Contractor.

(b) Neither this Contract nor the relationship created by it, is intended to create, and will not be construed as creating, any partnership or joint venture as between the parties.

16.10 Alterations

This Contract may be altered only in writing signed by a duly authorised representative of each party.

16.11 Severability

A provision or part of a provision of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining provisions or parts of the provisions of this Contract continue in force.

16.12 Counterparts

This Contract may be executed in counterparts. All executed counterparts constitute one document.

16.13 Audit and records

(a) The Contractor will maintain, and the Contractor will cause all Subcontractors to maintain, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, memoranda and other evidence (the foregoing constitute **records** for the purpose of this clause 16.14) for two (2) years after the Final Completion Certificate, according to such accounting procedures and practices as are satisfactory to the Principal, sufficient to accurately and properly reflect costs incurred by Contractor and claimed from the Principal in respect of the Contract.

(b) The Contractor will ensure that the Principal, or any firm of auditors appointed by Principal, has access, at all reasonable times, to all records (including of Subcontractors) for the purpose of auditing and verifying costs (excluding agreed fixed-price lump-sum amounts under the Contract and rates and prices set out in the Schedule of Prices) or for any other reasonable purpose, and that the Principal or such auditors can reproduce any such records.

16.14 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

16.15 Probity

It is essential that the Contractor always acts in its dealings with the Principal, the Principal's Nominees, and their respective advisors, employees and agents in a manner consistent with the highest standards of probity. The Contractor must, if required by the Principal, agree to be bound by the probity guidelines and principles promulgated by or on behalf of the Principal from time to time but if there is a conflict between those guidelines and principles and the Contract, the Contract will prevail.

16.16 Code of Conduct

The Contractor must always act in accordance with the Principal's Technical Advisers Code of Conduct and Preventing Sexual Exploitation and Harassment Policy referred to in the Principal's Requirements.

Schedule 3- Form of Contractor's Performance Bond - as attached

This **Deed of Contractor's Performance Bond** is made on 2021

Parties

By	(1)	[***insert name of Bank***]	(the **Bank**)
in favour of	(2)	Ministry of Foreign Affairs and Trade	(the **Principal**)

Background

A The Principal and [***insert name of Contractor***] (the **Contractor**) are the parties to the [*Insert*] dated *[Insert]* (the **Contract**) pursuant to which the Contractor will perform the Contract Works (as defined in the Contract).

B The Contract requires the Contractor to provide the Principal with a contractor's performance bond.

It is declared

1. The Bank irrevocably undertakes to the Principal to pay immediately on demand, and in any case within three (3) calendar days after the date of demand being made (time being of the essence), any sum or sums which may from time to time be demanded by the Principal, up to a maximum aggregate sum of NZ$[***insert***] (the **Guaranteed Amount**) and is bound for payment of the Guaranteed Amount to the Principal.

2. Any demand by the Principal pursuant to clause 1 of this deed shall be in writing to the Bank's address specified above demanding payment by the Bank of an amount up to the Guaranteed Amount. The demand shall be conclusive evidence for the Bank's purposes (only) of the existence of such claim and the amount payable without further enquiry by the Bank. The amount demanded shall be paid forthwith on demand by the Bank to a bank account in New Zealand nominated by the Principal without reference to the Contractor and notwithstanding any notice by the Contractor to the Bank not to pay the amount demanded.

3. The Bank shall remain liable under this deed notwithstanding

   (a) any invalidity, illegality or unenforceability of the Contract;

   (b) any alteration, amendment or variation in the terms of the Contract or the scope, nature or extent of the Contract Works (as defined in the Contract) under the Contract;

   (c) any allowance of time by any party under the Contract;

   (d) any forbearance or waiver or other indulgence by the Principal in respect of any of the Contractor's obligations, or in respect of any default by the Contractor, under the Contract;

   (e) any dispute or disagreement whatsoever between the Principal and the Contractor under or in relation to the Contract.

4. The undertakings contained in this deed shall terminate upon the earlier of the following events:

   (a) upon payment by the Bank of the Guaranteed Amount;

(b) such earlier date as may be agreed in writing by the Principal and the Bank; or

(c) when Practical Completion of the whole of the Contract Works has been certified under the Contract (as that term is defined in the Contract).

5. Any notice by the Principal pursuant to this deed shall be deemed to have been properly given if signed by or on behalf of the Principal and sent by registered mail or delivered by hand to the Bank at the Bank's address set out in the signing block of this deed. If sent by registered mail notice shall be deemed to have been properly given on the third working day after posting to the Bank at such address.

6. This deed and the Principal's rights and benefits under it may only be assigned by the Principal:

(a) to a successor of the Principal;

(b) to a transferee or assignee of the Principal's interest under the Contract;

(c) by way of security to the Principal's financiers;

(d) to the Principal's Nominee (as that term is defined in the Contract); or

(e) otherwise with the prior written consent of the Bank which shall not be unreasonably withheld.

7. The Principal shall give the Bank notice in writing of any assignment advising the address and details of the assignee.

8. All payments under this bond shall be made in New Zealand dollars and shall be free of any set-off, withholding or deduction of any kind whatsoever.

9. This bond is governed by New Zealand law.

Signing

Executed as a deed

Address of the Bank

Physical address:

Postal address:

Facsimile:

Telephone:

Attention:

NOTE – This bond must be executed by the parties in the manner required for execution of a deed. Any of these parties which are a company must execute the deed by having it signed, under the name of the company, by two or more directors. If there is only one director, it must be permitted by the constitution of the company and the deed signed under the name of the company by that director, but the signature must be witnessed by another person. The witness must not only sign but must 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) must execute by affixing its seal, which must 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 must sign and the signature must be witnessed by another person. The witness must not only sign but must also add his or her occupation and address.

Schedule 4 - Form of Principal’s Bond

Not applicable

Schedule 5 - Form of Contractor’s bond in lieu of retentions

Not applicable

Schedule 6 - Form of Producer Statement – Construction

As per NZS 3910: 2013.

Schedule 7 - Information on Contractor arranged construction insurance

As per NZS 3910: 2013

Schedule 8 - Information on Contractor arranged Plant insurance

As per NZS 3910: 2013.

Schedule 9 - Information on public liability insurance

As per NZS 3910: 2013

Schedule 10 - Information on Contractor arranged motor vehicle insurance

As per NZS 3910: 2013.

Schedule 11 - Information on Contractor arranged professional indemnity insurance

As per NZS 3910: 2013

Schedule 12 - Information on Principal arranged construction insurance

Not applicable

Schedule 13 - Form of Subcontractor Warranty

DATED

GIVEN by: **[*insert Subcontractor's details*]** Limited (with its successors and assigns "**the Warrantor**")

IN FAVOUR of: Ministry of Foreign Affairs and Trade (with its successors and assigns "**the Principal**")

BACKGROUND

A. [***insert name***] ("**Contractor**") and the Principal have entered into a contract dated [ ] ("**Main Contract**") to deliver the [***insert***] Project ("**Contract Works**").

B. The Contractor and the Warrantor are parties to a subcontract dated [***insert date***] ("**Subcontract**") for the [***insert works***] ("**Subcontract Works**").

C. The Contractor has subcontracted to the Warrantor that part of the Contract Works to be carried out under the Main Contract as more particularly described in this deed. In consideration of the Warrantor being engaged to undertake part of the Contract Works, the Warrantor has agreed to warrant to the Principal all of the Warrantor's workmanship, goods, services or materials used or employed in the course of the Subcontract Works.

NOW THIS WARRANTY WITNESS as follows:

1. For the purposes of this deed:

   (a) except as expressly modified by this deed or where inconsistent with the context, capitalised terms in this deed shall have the same meaning as given to them in the Main Contract;

   (b) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

   (c) the expression "**defects**" shall extend to include all defects, faults, omissions, shrinkages, undue deterioration and other faults which are due to Materials or workmanship not being in accordance with the Subcontract or the warranty contained in clause 2;

   (d) the expression "**repair**" shall include and extend to renewal or replacement necessary to remedy defects;

   (e) any notice required to be given by the Principal to the Warrantor pursuant to the provisions of this deed shall be deemed to have been validly and effectually given by leaving the same at or posting it to the registered office of the Warrantor or, if there is no such registered office, by leaving it at or posting it to the business address of the Warrantor last known to the Principal. In the event of such notice being given by post the same shall be deemed to have been received on the date 2 days after posting thereof.

2. The Warrantor warrants to the Principal, from the date of execution of this deed until expiry of 10 years from the date of Practical Completion of the whole of the Contract Works, as follows:

   (a) the Materials used in the Subcontract Works shall be new, of good quality and in accordance with the Subcontract;

   (b) all workmanship used or employed in the Subcontract Works has been in accordance good and workmanlike manner and in accordance with the provisions of the Subcontract and the Main Contract.

3. The Warrantor shall not be liable for any defects or damage to the extent caused by:

(a) wilful act or negligence of the Principal;

(b) earthquake, war;

(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 Subcontract Works after it becomes known to the Principal;

(e) fair wear and tear; or

(f) design faults, errors, or discrepancies, unless the design of the part of the Subcontract Works that is the subject of the defect was undertaken by or for the Warrantor.

4. All rectification of Subcontract Works required in order for the Warrantor to comply with this deed shall be carried out at the Warrantor's cost in all things, promptly, in a good and workmanlike manner, without unnecessary inconvenience to any occupiers, and to the satisfaction of the Principal. If any building consent or other statutory approval or consent is required for the rectification work, then the Warrantor shall obtain such consent or approval at its cost and comply with any conditions thereto. The Warrantor warrants to make good any damage to buildings or structures in which the works are performed or situated caused by any defect or repairs or replacements in or to the Subcontract Works.

5. If the Warrantor does not rectify any defects within fourteen (14) days of being notified of the defects, the Principal may, without being under any obligation to do so, carry out the work required and the Warrantor shall be liable for all costs incurred by the Principal. If the Principal elects to carry out the rectification, the Warrantor shall not be released from any of its obligations or liabilities under this deed.

6. The Warrantor further indemnifies and holds the Principal harmless from and against any costs, claims, liabilities, or expenses which the Principal may incur or for which the Principal may become liable arising from any failure by the Warrantor to promptly rectify all defects in the Subcontract Works notified to it under this deed.

7. This deed may be assigned by the Principal at any time without the consent of the Contractor or the Warrantor.

8. In the event that this deed is executed by the Warrantor prior to the issue of a Practical Completion Certificate under the Main Contract, no variation of the Subcontract Works subsequent to the execution of this deed and before the date of the issue of a Practical Completion Certificate under the Main Contract shall be deemed to vary the liability of the Warrantor hereunder, and all references to the Subcontract Works shall be deemed to include the Subcontract Works as originally specified together with such variations thereto and the issuing of any Practical Completion Certificate or the Final Completion Certificate in respect of the Subcontract Works or any part of the Subcontract Works (or of the Contract Works of which it forms part) shall not affect the liability of the Warrantor under this deed.

9. This deed 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 Subcontract, attaching to any part of the Subcontract Works.

10. The Warrantor agrees and consents to participate and be joined as a party in, or consolidate any adjudication, arbitration, or other proceeding under this deed with any adjudication, arbitration or proceedings initiated under the Main Contract if the dispute under this deed arises in connection with the same or substantially the same matters or facts. If such participation and/or joinder is not possible, the Warrantor agrees and consents to any such related disputes under this deed being determined by the same arbitrator that is appointed under the Main Contract concurrently (or as soon as possible after) and on the same basis as the arbitration under the Main Contract. The Warrantor agrees to do all things reasonably required by the Principal to give effect to this clause.

11. This deed shall be governed by, and construed in accordance with New Zealand law. Subject to clause 10 including the arbitration provisions thereunder, where the parties have been prevented

by Applicable Laws (as defined in the Main Contract) from exercising their rights pursuant to Clause 10, the parties submit to the exclusive jurisdiction of the courts of New Zealand.

12. Where the Warrantor is comprised of more than one Person in joint venture, partnership, consortium or other unincorporated grouping of two or more Persons:

    (a) those Persons will be jointly and severally liable for all obligations, duties and liabilities of the Warrantor under this deed; and

    (b) all references to "Warrantor" in this deed will be deemed to be a reference to each and every Person comprising the Warrantor, individually, as well as to all the Persons comprising the Warrantor, together.

13. The Warranter acknowledges that the obligations imposed on the Subcontractor and the Contractor under this warranty are intended to be enforceable by the Principal, the Principal's Nominee as well as by any assignee, chargee or novate of the Principal under clause 7.

EXECUTED as a deed

SIGNED on behalf of the Warrantor by:

Signature of director

Name of director

Signature of director

Name of director

SIGNED on behalf of Ministry of Foreign Affairs and Trade by:

Authorised Signatory

Name

Authorised Signatory

Name

NOTE – This warranty must be executed by the parties in the manner required for execution of a deed. Any of these parties which are a company must execute the deed by having it signed, under the name of the company, by two or more directors. If there is only one director, it must be permitted by the constitution of the company and the deed signed under the name of the company by that director, but the signature must be witnessed by another person. The witness must not only sign but must 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) must execute by affixing its seal, which must 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 must sign and the signature must be witnessed by another person. The witness must not only sign but must also add his or her occupation and address.

Schedule 14– Agreement for off-site Materials

DATE: [●]

PARTIES

[*Name of Contractor*] (the **Contractor**)

[*Name of Subcontractor*] (the **Subcontractor**)

Ministry of Foreign Affairs and Trade (the **Principal**)

BACKGROUND

A The Ministry of Foreign Affairs and Trade (the **Principal**) and the Contractor are parties to a construction contract dated [●] relating to the development of the [***insert project***] (the **Contract**).

B The Contractor has subcontracted a portion (or portions) of the works under the Contract to the Subcontractor pursuant to a contract between the Contractor and the Subcontractor dated [●] (the **Subcontract**).

C The Contractor has requested the Principal to make payment under the Contract for some Materials that are off-Site (the Materials) and that are to be supplied by the Subcontractor, as permitted under the Contract. A more detailed description of the Materials is given in the Schedule to this Agreement.

D It is a precondition to any such payment under the Contract that the Contractor and the Subcontractor enter into this Agreement.

E The Principal, the Contractor and the Subcontractor have agreed to enter into this Agreement in order to facilitate payment and title transfer in respect of the Materials.

IT IS AGREED as follows:

1 **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Agreement, unless the context otherwise requires:

(a) **Advance Payment** means such payment as is being requested from the Principal by the Contractor under the Contract for the Materials (whether such payment is a full or partial payment for the Materials).

(b) **Contract Works** has the meaning assigned to it in the Contract.

(c) **Encumbrance** means any mortgage, lien, pledge, claim, charge, retention of title, security or encumbrance of any kind, including any security interest.

(d) **Materials** means all materials which are supplied by the Subcontractor to the Contractor and for which the Principal is making the Advance Payment under this Agreement, including those materials described in the Schedule to this Agreement.

(e) **Site** has the meaning assigned to it in the Contract.

(f) **Working Day** means any day of the week (other than Saturday, Sunday and statutory holidays) on which registered banks are open for general banking business in the Country (as that term is defined in the Contract).

(g) Words and expressions defined in the Contract and not otherwise defined in this Agreement have the same meanings when used in this Agreement.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) warranties and covenants given in this Agreement by more than one person or entity bind each of them jointly and severally;

(b) except where expressly provided to the contrary all references in this Agreement to "including", "includes" or "include" are to be read as if that reference is followed by the words "without limitation";

(c) the rule of construction known as contra proferentem will not apply to this Agreement.

2 **IDENTITY OF MATERIALS, SALE, PAYMENT AND TITLE TRANSFER**

2.1 The Subcontractor will ensure that the Materials are:

(a) set apart, appropriately physically secured and protected at the premises of the Subcontractor or the Contractor or at the Site, as the case may be; and

(b) clearly and visibly marked individually or in sets as being the property of the Principal (or the Principal's Nominee, as may be instructed by the Principal) and their destination as being Materials for the Contract. The material used to mark the Materials and the procedure by which the mark is applied to the Materials is to be such material and procedure stipulated in writing by the Principal.

The Contractor will require the Subcontractor to comply with the foregoing provisions of this clause 2.1, and such provisions will apply to the Contractor where the Materials are not at premises of the Subcontractor.

2.2 The Principal will, on being reasonably satisfied that clause 2.1 has been complied with, and subject to any other conditions in the Contract also being satisfied, make the Advance Payment to the Contractor in accordance with the Contract for the Materials (provided that the Principal is entitled, at its sole discretion, to make the Advance Payment at any time before such conditions have been met).

2.3 Notwithstanding any terms contained in the Subcontract, the Subcontractor and the Contractor agree that:

(a) the Contractor agrees to buy, and the Subcontractor agrees to sell the Materials in accordance with the terms of this Agreement;

(b) the terms of the Subcontract will continue to apply only to the extent they are not inconsistent with this Agreement;

(c) title to the Materials will pass from the Subcontractor to the Contractor, free from any Encumbrance, on the earlier of the time that title is specified to pass under the Subcontract, or the time the Advance Payment is made by the Principal to the Contractor under clause 2.2 of this Agreement; and

(d) for the avoidance of doubt, following the Advance Payment being made, the Subcontractor will not be entitled to rely on any terms contained in the Subcontract or elsewhere which create or provide for a security interest, including any term which purports to retain title to the Materials.

2.4 The Contractor and the Principal agree that:

(a) the Principal agrees to buy, and the Contractor agrees to sell the Materials in accordance with the terms of this Agreement;

(b) title to the Materials will pass from the Contractor to the Principal (or the Principal's Nominee, as may be instructed by the Principal), free from any Encumbrance, at the time

the Advance Payment is made by the Principal to the Contractor under clause 2.2 of this Agreement; and

(c) for the avoidance of doubt, following the Advance Payment being made, the Contractor will not be entitled to rely on any terms contained in the Contract or elsewhere which create or provide for a security interest, including any term which purports to retain title to the Materials.

2.5 The Contractor agrees to make payment promptly for the Materials to the Subcontractor pursuant to the Subcontract. The Principal will be under no obligation to make any payment for the Materials to the Subcontractor.

2.6 The Contractor and the Subcontractor acknowledge that until the Materials have been fixed to the facilities at the Site, they hold the Materials as a gratuitous bailee of the Principal and that a fiduciary relationship in that regard exists between the Principal and the Contractor or Subcontractor (as the case may be). The rights of the Principal under this Agreement are in addition to and not in substitution for or reduction of its rights or remedies as a bailor at law and no provision of this Agreement will be deemed to limit or restrict those rights and remedies.

3 WARRANTIES

3.1 The Subcontractor warrants to the Contractor and the Principal, and the Contractor warrants to the Principal, that each sale of Materials is in the ordinary course of the Subcontractor's or Contractor's (as the case may be) business and does not breach any terms of any security granted by it to any of its creditors.

3.2 The Subcontractor warrants to the Contractor and the Principal that title to the Materials will be transferred from the Subcontractor to the Contractor free of all Encumbrances.

3.3 The Contractor warrants to the Principal that title to the Materials will be transferred from the Contractor to the Principal (or the Principal's Nominee, as may be instructed by the Principal) free of all Encumbrances.

3.4 The Contractor and the Subcontractor warrant, and agree to ensure that, following the Advance Payment, the Principal's (or the Principal's Nominee's, as applicable) interest in the Materials will, at all times prior to the Materials being fixed to the facilities at the Site, have priority over any third party's interest in the Materials. In particular, the Subcontractor and the Contractor together:

(a) will ensure that the Principal's (or the Principal's Nominee, as may be instructed by the Principal) title to the Materials is reflected in all relevant contracts for the supply of materials, goods or services and warrant that no supplier or subcontractor or other party will purport or attempt directly or indirectly to retain ownership of the Materials in a manner which is inconsistent with the Principal's (or the Principal's Nominee's, as applicable) rights under this Agreement;

(b) will ensure that any payments made by the Principal under the Contract and any payments made by the Contractor under the Subcontract are applied in the first instance to repay any debt in respect of the Materials;

(c) will, for the term of the Contract, only grant or permit a security interest to be granted to a third party after obtaining that third party's binding acknowledgement that the interest does not extend to the Materials.

3.5 The warranties in this Agreement are deemed to be repeated on each occasion when the Principal makes a payment to the Contractor in relation to the Materials.

4 ACCESS

4.1 The Contractor or the Subcontractor (as the case may be) grants to the Principal and the Contractor (where applicable) and their respective agents free and unencumbered access to any premises where any Materials are located to:

(a) inspect the Materials, the mark and verify the setting apart of the Materials;

(b) take possession of the Materials; and/or

(c) remove the Materials from the premises.

4.2 The Contractor or the Subcontractor (as the case may be) will take all steps and do all things required to ensure that the Principal obtains access to the premises in accordance with the provisions of this Agreement.

5 RISK OF LOSS OR DAMAGE TO THE MATERIALS

Notwithstanding any other provision of this Agreement, the Contractor and Subcontractor are responsible to the Principal for any loss or damage to the Materials and for the cost of storage (if any) and handling. The Contractor will on request promptly provide to the Principal evidence that the Materials are insured against all risks to the Principal's satisfaction (including insurance while such Materials are in transit).

6 LIABILITY GENERALLY

6.1 Nothing in this Agreement removes or affects any right or authority of the Principal under the Contract (including any rights it may have that may conflict with or be inconsistent with this Agreement).

6.2 The Subcontractor indemnifies each of the Principal and the Contractor against any cost, damage, claim, expense, loss or liability resulting from or caused by any failure of the Subcontractor to comply with or perform any of its obligations under this Agreement.

6.3 The Contractor indemnifies the Principal against any cost, damage, claim, expense, loss or liability resulting from or caused by any failure of the Contractor to comply with or perform any of its obligations under this Agreement.

7 ASSIGNMENT AND NOVATION

7.1 Neither the Contractor nor the Subcontractor may assign, charge or novate, whether in part or in whole, any of their rights, benefits or obligations under this Agreement without the prior written consent of the Principal (which it may or may not give at its discretion).

7.2 The Principal may assign, charge or novate all or any part of its rights and/or obligations under this Agreement to any assignee, chargee or novatee of the Principal under the Contract or to any other Person without the Subcontractor and/or the Contractor's consent.

7.3 The Subcontractor and the Contractor must, if and when requested by the Principal, promptly do all things and execute all such documents reasonably necessary to give effect to any assignment, charge or novation by the Principal, including in the case of a novation, entering into a deed of novation with the Principal and the relevant Person nominated by the Principal in a form required by the Principal.

8 MISCELLANEOUS

8.1 Privity

The Contractor and Subcontractor acknowledge and agree that the obligations imposed on the Subcontractor and the Contractor under this Agreement are intended to be enforceable by the Principal, the Principal's Nominee, as well as by any assignee, chargee or novate of the Principal under clause 7.

8.2 No waiver

A waiver of any provision of this Agreement will not be effective unless given in writing, and then it will be effective only to the extent that it is expressly stated to be given. A failure, delay or indulgence by any party or the Principal in exercising any power or right will not operate as a waiver of that power or right. A single exercise or partial exercise of any power or right will not preclude further exercises of that power or right or the exercise of any other power or right.

8.3 **Severability**

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired.

8.4 **Amendment**

No amendment or other modification of this Agreement will be effective unless it is in writing, is dated and is signed by a duly authorised representative of each party and the Principal.

8.5 **Counterparts**

This Agreement may be executed in counterparts (including facsimile or electronic copies of counterparts) and provided that each party has duly executed a counterpart, the counterparts together will constitute a valid and binding Agreement between the parties and the Principal.

8.6 **Governing law**

This Agreement shall be governed by, and construed in accordance with New Zealand law. Where the parties have been prevented by Applicable Laws (as defined in the Contract) from exercising their rights pursuant to Clause 8, the parties submit to the exclusive jurisdiction of the courts of New Zealand.

SCHEDULE

[Insert a detailed description of the Materials for which the Advance Payment is being made]

EXECUTION

EXECUTED by [●] as Subcontractor
by

Director	Director
Print name	Print name
Witness to both signatures	
Print name	
Occupation	
Address	

EXECUTED by [●] as Contractor
by

Director	Director
Print name	Print name
Witness to both signatures	
Print name	

Occupation

Address

SIGNED on behalf of Ministry of Foreign Affairs and Trade by:

Authorised Signatory

Name

Authorised Signatory

Name

Schedule 15- Practical Completion Certificate

As per NZS 3910: 2013.

Schedule 16 - Final Completion Certificate

As per NZS 3910: 2013.

Schedule 17- Form of Deed of Subcontractor Continuity Guarantee

Date:

PARTIES

[**insert**] *(Subcontractor)*

Ministry of Foreign Affairs and Trade *(Principal)*

BACKGROUND

A By an agreement dated [***insert***] (*Contract*) made between the Principal and [**insert**] (*Contractor*) for the development of [**insert**] the Contractor agreed to carry out the Contract Works, as defined under the Contract and fulfil the obligations imposed upon the Contractor.

B The Contractor has, with the consent of the Principal, entered into a subcontract dated [insert] (*Subcontract*) for [insert subcontract works] (*Subcontract Works*).

C Pursuant to the provisions of the Contract, the Subcontractor must enter into a deed in this form in favour of the Principal.

BY THIS DEED the parties agree as follows:

1 **DEFINITIONS AND CONSTRUCTION**

1.1 In the construction of this deed, unless the context requires otherwise, any terms used in this deed which have been defined in the Contract have the same meaning ascribed to those terms in the Contract.

2 **SUBCONTRACTOR COVENANTS**

2.1 The Subcontractor covenants with the Principal that in the event of the employment of the Contractor being determined under the Contract, the Subcontractor will, if required by the Principal, complete the Subcontract Works under the same conditions and for the same consideration as originally agreed between the Contractor and the Subcontractor as set out in the Schedule attached to this deed.

3 **SUBCONTRACTOR CONVERSANT WITH CONTRACT**

3.1 The Subcontractor acknowledges that it has read the Contract and is fully conversant with the provisions of the Contract. It is particularly acknowledged that the Subcontractor is a subcontractor of the Contractor appointed pursuant to the provisions of section 4 of the Contract, and is in no way differentiated under the Contract.

4 **ASSIGNMENT & BENEFIT OF DEED**

4.1 The Principal may assign all of the Principal's rights, title, interests and obligations under this deed at any time, at the Principal's sole discretion. The Subcontractor must consent to such assignment on request from the Principal.

4.2 The covenants in this deed on the part of the Subcontractor are for the benefit of, and may be enforced by, any person for the time being entitled to receive the benefit of the covenants and agreements as the Principal under the Contract (including the Principal's Nominee).

5 **RESOLUTION OF DISPUTES**

5.1 Any dispute between the Principal and the Subcontractor arising out of this deed will be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 (NZ), or any statutory re-enactment or modification of that Act.

5.2 Either party may give to the other a written notice of dispute. The dispute will then be referred to a sole arbitrator, if the Principal and the Subcontractor agree upon one, within 15 days after one party receives a notice of dispute from the other. If an arbitrator is not so agreed, then the sole arbitrator shall be nominated by the Arbitrators' and Mediators' Institute of New Zealand.

5.3 If one party fails to appoint an arbitrator within the 5 day period referred to in clause 5.2, the arbitrator appointed by the other party will be deemed to have been agreed upon as the sole arbitrator. If neither party appoints an arbitrator within the 5 day period referred to in clause 5.2, then the notice of dispute will be deemed to have lapsed.

6 GOVERNING LAW

This deed shall be governed by, and construed in accordance with New Zealand law. Subject to Clause 5 including the arbitration provisions thereunder, where the parties have been prevented by Applicable Laws (as defined in the Contract) from exercising their rights pursuant to Clause 5, the parties submit to the exclusive jurisdiction of the courts of New Zealand.

EXECUTION

[***insert***] by:	**Ministry of Foreign Affairs and Trade** by:
_____	_____
Director/Authorised Signatory	Authorised Signatory
_____	_____
Director/Authorised Signatory	Authorised Signatory
in the presence of:	in the presence of:
_____	_____
Name:	Name:
Occupation:	Occupation:
Address:	Address:

NOTE: This document is to be executed as a deed. Accordingly:

- companies should sign by two directors, unless there is only one director of the company in which case that director should sign and his/her signature should be witnessed by another person (as well as signing, the witness should record his/her name, occupation and address); and

- where a party to this deed is an individual, that person should sign and his/her signature should be witnessed by another person (as well as signing, the witness should record his/her name, occupation and address).

Schedule 18- Deed of Contractor Warranty

DATED

GIVEN by: **[*insert Contractor details*]** Limited (with its successors and assigns "**the Warrantor**")

IN FAVOUR of: ***[Insert name of Beneficiary]*** (with its successors and assigns "**the Principal's Nominee**")

BACKGROUND

A. The Warrantor and Ministry of Foreign Affairs and Trade have entered into a construction contract dated **[ ]** 20 **[ ]** ("**Contract**") for the delivery of the [***insert***] Project ("**Contract Works**").

B. In consideration of the Warrantor being engaged to undertake the Contract Works, the Warrantor has agreed to provide this warranty to the Principal's Nominee (as that term is defined in the Contract), warranting all workmanship, goods, services or Materials used or employed in the course of the Contract Works.

NOW THIS WARRANTEE WITNESSES as follows:

1. For the purposes of this deed:

   (a) except as expressly modified by this deed or where inconsistent with the context, capitalised terms in this deed shall have the same meaning as given to them in the Contract;

   (b) the words "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

   (c) the expression "**defects**" shall extend to include all defects, faults, omissions, shrinkages, undue deterioration and other faults which are due to Materials or workmanship not being in accordance with the Contract or the warranty contained in clause 2;

   (d) the expression "**repair**" shall include and extend to renewal or replacement necessary to remedy defects;

   (e) any notice required to be given by the Principal's Nominee to the Warrantor pursuant to the provisions of this deed shall be deemed to have been validly and effectually given by leaving the same at or posting it to the registered office of the Warrantor or, if there is no such registered office, by leaving it at or posting it to the business address of the Warrantor last known to the Principal's Nominee. In the event of such notice being given by post the same shall be deemed to have been received on the date 2 days after posting thereof.

2. The Warrantor warrants to the Principal's Nominee that for a period of ten (10) years from the date of Practical Completion of the whole of the Contract Works:

   (a) the Contract Works will be free from defects;

   (b) the Contract Works will be as required by the Contract, and if not otherwise specified such works shall be in accordance with Good Industry Practice;

   (c) the Materials used in the Contract Works shall be new and of good quality, and otherwise in accordance with the provisions of the Contract;

   (d) all workmanship used or employed in the Contract Works has been used or employed in accordance with Good Industry Practice and the provisions of the Contract; and

(e) without limiting the above, warrants to the Principal to rectify any defect in the Contract Works notified to the Warrantor at any time while this deed remains in force.

3. The Warrantor further warrants and guarantees to the Principal's Nominee, while the warranty in clause 2 is in force, that the Warrantor will upon demand rectify and make good any defects in the Contract Works giving rise to, or resulting from failure of the Contract Works to meet the warranties specified in clause 2 above.

4. The Warrantor shall not be liable for any defects or damage to the extent caused by:

(a) wilful act or negligence of the Principal's Nominee or the Principal;

(b) earthquake, war;

(c) any force of nature which the Warrantor could not have reasonably foreseen;

(d) fair wear and tear; or

(e) any neglect or unnecessary delay by the Principal's Nominee in giving notice to the Warrantor of a defect in the Contract Works after it becomes known to the Principal's Nominee.

5. All rectification of the Contract Works required in order for the Warrantor to comply with this deed shall be carried out at the Warrantor's cost in all things, promptly, in accordance with Good Industry Practice, without unnecessary inconvenience to any occupiers, and to the satisfaction of the Principal's Nominee. If any building consent or other statutory approval or consent is required for the rectification work, then the Warrantor shall obtain such consent or approval at its cost and comply with any conditions thereto. The Warrantor warrants to make good any damage to buildings or structures in which the works are performed or situated caused by any defect or repairs or replacements in or to the Contract Works.

6. If the Warrantor does not rectify any defects within fourteen (14) days of being notified of the defects, the Principal's Nominee may, without being under any obligation to do so, carry out the work required and the Warrantor shall be liable for all costs incurred by the Principal's Nominee. If the Principal's Nominee elects to carry out the rectification, the Warrantor shall not be released from any of its obligations or liabilities under this deed.

7. This deed may be assigned by the Principal's Nominee at any time without the consent of the Warrantor.

8. The Warrantor further indemnifies and holds the Principal's Nominee harmless from and against any costs, claims, liabilities, or expenses which the Principal's Nominee may incur or for which the Principal's Nominee may become liable arising from any failure by the Warrantor to promptly rectify all defects in the Contract Works notified to it under this deed.

9. In the event that this deed is executed by the Warrantor prior to the issue of a Practical Completion Certificate under the Contract, no variation of the Contract Works subsequent to the execution of this deed and before the date of the issue of a Practical Completion Certificate under the Contract shall be deemed to vary the liability of the Warrantor hereunder, and all references to the Contract Works shall be deemed to include the Contract Works as originally specified together with such variations thereto and the issuing of any Practical Completion Certificate or the Final Completion Certificate in respect of the Contract Works or any part of the Contract Works shall not affect the liability of the Warrantor under this deed.

10. The covenants on the part of the Contractor contained in this deed:

(a) will not be deemed to be in substitution for, or limit in any way, the Contractor's liability to the Principal or the Principal's Nominee under the Contract, including under any guarantee, warranty or indemnity under, or given pursuant to, the Contract; and

(b) are in addition to the obligations of the Contractor under the Contract.

11. Where the Warrantor is comprised of more than one Person in joint venture, partnership, consortium or other unincorporated grouping of two or more Persons those Persons will be jointly and severally liable for all obligations, duties and liabilities of the Warrantor under this deed.

12. Any dispute between the Principal's Nominee and the Contractor arising out of this deed will be referred to arbitration in accordance with the Contract (as if the Principal's Nominee were the Principal).

13. Any notice required to be given by the Principal's Nominee to the Contractor pursuant to this deed must be given in accordance with the procedures set out in the Contract (as if the Principal's Nominee were the Principal).

14. This deed shall be governed by, and construed in accordance with New Zealand law. Subject to clause 12 including the arbitration provisions thereunder, where the parties have been prevented by Applicable Laws (as defined in the Contract) from exercising their rights pursuant to Clause 12, the parties submit to the exclusive jurisdiction of the courts of New Zealand.

EXECUTED as a deed

SIGNED on behalf of the Warrantor by:

Signature of director

Name of director

Signature of director

Name of director

SIGNED on behalf of ***[Principal's Nominee]*** by:

Authorised Signatory

Name

Authorised Signatory

Name

NOTE – This warranty must be executed by the parties in the manner required for execution of a deed. Any of these parties which are a company must execute the deed by having it signed, under the name of the company, by two or more directors. If there is only one director, it must be permitted by the constitution of the company and the deed signed under the name of the company by that director, but the signature must be witnessed by another person. The witness must not only sign but must 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) must execute by affixing its seal, which must 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 must sign and the signature must be witnessed by another person. The witness must not only sign but must also add his or her occupation and address.

Annexure A – Principal's Requirements

Annexure B – Contract Price Composition and Schedule of Prices

Annexure C – Technical Requirements

Annexure D – Supplementary Information

Appendix D

Project Governance Structure – New Betio Hospital – May 2021

Organisation	Title	Key Responsibilities for Betio
Ministry of Foreign Affairs and Trade	Principal (Wellington) High Commission (Kiribati)	Contract the Project Manager Contract the ECI Contractor Funding Betio Hospital Steering Committee
Government of Kiribati	Principal's Nominee (Ministry of Health & Medical Services)	Chair of Betio Hospital Steering Committee Provision of Land Site Surveys Participate in Project Working Group User Group consultation Permits and Approvals
Jacobs New Zealand	Principal's Representative: Designer, Project Manager and Quantity Surveyor	Project Management Chair Project Working Group Lead Designer - Engage with user groups, Expert Reference Group & ECI contractor Prepare Applications for Permits Environmental & Social Impact Assessment
Selected ECI Contractor	Principal's Preferred Works Contractor	ECI Contract specifics Construction Contract specifics

Betio Hospital Steering Committee

i. **Purpose**

The purpose of the Betio Hospital Steering Committee (BHSC) is to provide governance, leadership, guidance, and direction with respect to the implementation of the Activity. The BHSC provides a formal channel to communicate progress on the Activity, so that key stakeholders and decision-makers are informed of activities that are within their area of responsibility.

The BHSC will embody the principles of mutual respect and accountability, trust, fairness, and open and professional interactions as articulated in the Grant Funding Arrangement between MFAT and the GoK.

ii. **Responsibilities**

Collectively, the role and responsibility of the BHSC is to:

- Take responsibility for the overall direction and governance of the Activity.
- Make timely decisions, address and resolve any outstanding issues and disputes, and confirm project elements that need to be presented to relevant decision-makers higher in the Kiribati and New Zealand systems.
- Confirm requirements of relevant GoK Ministries and MFAT. Approve key milestones and plans, including the final design documents.
- Provide unified direction, leadership and support to the Jacobs Project Manager and implementation teams to enable them to effectively carry out their duties and responsibilities.
- Review progress against the work plan and Results Framework and agree proposed changes to the work plan and/or implementation approach, as appropriate.
- Identify and discuss risks and issues emerging during implementation that affect outputs and outcomes, and agree on actions to mitigate these risks and address issues, including escalating issues as appropriate.

- Performing such other obligations and oversight functions in respect of the BHSC activities as required by the Laws of Kiribati.
- Address any policy or strategy issues as they arise.

For clarity, the BHSC will not have decision or other rights under or in respect of MFAT's contracts with suppliers for the Activity.

iii. **Membership**

The membership of the BHSC will consist of the following:

- Secretary, or their delegate, for the Ministry of Health and Medical Services (Chair)
- Secretary, or their delegate, for the Ministry of Infrastructure and Sustainable Energy
- Secretary, or their delegate, for the Ministry of Finance and Economic Development
- Secretary, or their delegate, for the Ministry of Environment, Land and Agriculture Development
- New Zealand High Commissioner or their delegate

The Ministry of Health and Medical Services is the Chair of the Committee and will review agendas for approval at least one week prior to the meeting.

There should be continuity in membership (as much as possible) throughout the entire Activity, but especially during the scope confirming and design phase.

Observers (non-voting members) may be invited to join the BHSC from time-to-time and may include the following:

- Ministry of Internal Affairs
- Public Service Office
- Office of Te Beretitenti
- Ministry of Justice
- Relevant officials from MHMS, MISE, MELAD and MFED (alongside Secretary, or delegate, mentioned above)
- Betio Town Council
- Public Utilities Board
- Kiribati Institute of Technology - School of Nursing
- Experts and representatives of NGOs/CBOs (e.g. AMAK, Te Toa Matoa)
- Betio Hospital Liaison Officer
- Jacobs project delivery team members
- Relevant officials from MFAT
- Others with a relevant interest.

Decision making process

At least one representative from each member is required for the BHSC to have a quorum. Decisions are by consensus. In the event that a consensus cannot be reached by the BHSC, the issue(s) will be referred higher in the Kiribati and New Zealand systems.

Any action required or permitted to be taken at any meeting may be taken without a meeting if (a) written notice of such proposed action is sent (including by electronic means) to all BHSC members, and (b) agreed to by all BHSC members.

Any such action approved by written consent shall be filed with the Minutes of the Proceedings of the BHSC. Notwithstanding, if one or more members so request, an out of session meeting will be held prior to such action by written consent.

Participation in a meeting shall constitute presence of person at the meeting, or attendance via teleconferencing, videoconferencing or by using similar communications equipment that enables all persons participating in a meeting to hear and speak to each other.

BHSC meetings will operate by all parties being committed to ensuring that all decisions are founded on good evidence.

In the event that a BHSC member is not able to attend, the member may nominate a suitable alternate to represent them at that meeting. Alternates will assume full authority and decision making mandate.

Without limiting the above provisions, each of the following are specifically subjected to the prior approval of BHSC:

a. Any change in number of members of the BHSC
b. Any amendment to the Terms of Reference.

Health and Safety

of workers carrying out work for the NZ Aid Programme

NEW ZEALAND
FOREIGN AFFAIRS & TRADE
Aid Programme

Health and Safety Acknowledgement Form

Partner/Contractor name

Contract or Funding Arrangement Name

Partner/Contractor safety contact name

Phone

Activity name and number

The New Zealand Ministry of Foreign Affairs & Trade (MFAT) has responsibilities under the Health and Safety at Work Act 2015 (the Act) to take all reasonable steps to ensure the health and safety of workers, including workers whose activities in carrying out work are influenced or directed by MFAT.

A 'worker' is an individual who carries out work in any capacity for MFAT and includes employees, contractors, subcontractors, apprentices, and volunteers. This applies to workers offshore, regardless of their nationality. MFAT will be focussing on what is reasonably practicable for us, and our partners and contractors, to do to keep workers and others safe.

MFAT wishes to work with our partners and contractors to ensure they establish and implement appropriate health and safety measures. In light of this, please complete the acknowledgement below and return to the MFAT Contract Manager, or, as part of your response to a tender opportunity.

ACKNOWLEGEMENT

[**Partner / Contractor**] acknowledges and confirms the following:

DESCRIPTION	TICK
In-country / location Risks We will ensure all our workers who will travel are aware of the risks of working in the relevant countries / locations by reference to: • The New Zealand Government's SafeTravel website and the equivalent information provided by other agencies or countries linked to SafeTravel; and/or • Equivalent travel advisories to SafeTravel. This applies to NZ based workers and foreign workers who will be required to travel offshore to work on an Activity.	
We will ensure that all workers who will be travelling are: • Subscribed with SafeTravel for travel advisories or equivalent travel advisory (all workers); and/or • Officially registered with SafeTravel for consular assistance (NZ citizens only).	
We have advised all workers who will be travelling offshore to: • Check immunisation and other disease prevention advice on SafeTravel relevant to the countries / locations they will be travelling to; and • Consult a travel doctor for medical advice before any travel offshore.	
Worktype Risks We have considered the health and safety risks to workers given the nature of the work they will be undertaking and we acknowledge the need for us to: a) to eliminate risks to health and safety of workers, so far as is reasonably practicable; and b) if it is not reasonably practicable to eliminate risks to health and safety of workers, to minimise those risks so far as is reasonably practicable.	

DESCRIPTION	TICK
Other Risks We have considered whether there are any other risks of serious harm to workers, discussed them with MFAT, and incorporated appropriate responses to those risks in the Safety Plan.	
Safety Plan We have provided MFAT with a Safety Plan which identifies risks to worker health and safety and shows how these risks will be managed. In preparing this we have considered the attached Safety Plan Guide. *NB – only a draft outline of the Safety Plan is required in response to a tender. The full Safety Plan will be developed by the successful Supplier following the conclusion of the procurement process.*	
Consultation Where relevant to the health and safety of workers, we will consult, cooperate and co-ordinate with our contractors, subcontractors, affiliates and other third parties involved in carrying out the work so far as reasonably practicable.	
Reviewing Risks We acknowledge the need for us to continue to monitor the position and consider emerging risks of serious harm to workers and we will consult with MFAT in relation to any such developments.	
Reporting Incidents We acknowledge the need for us to report any health and safety incidents, serious injuries, issues or a "near miss" to MFAT as soon as possible after becoming aware that an event has occurred. We will use our best endeavours to provide all reasonably requested information in respect of any such report.	
Regular Reporting & Review	

DESCRIPTION	**TICK**
We acknowledge the need for us to report on health and safety matters in each of our regular reports during the term of the contract. We acknowledge that MFAT (or its agent) may wish to review our health and safety performance and will cooperate with any reasonable request relating to in any such review.	

Signed for and on behalf of [Partner/Contractor]:
Signature
Full name
Position
Date

Note: Any information provided in the above Form and associated Safety Plan will be used by MFAT to review that the safety measures appropriately protect the health and safety of workers and for other reasonable health and safety purposes. This may include a review by our external health and safety consultants for the same purposes. You have rights of access to and correction of all safety information provided to MFAT.

ATTACHMENT:

Health and Safety

of workers carrying out work for the NZ Aid Programme

NEW ZEALAND FOREIGN AFFAIRS & TRADE Aid Programme

Site Specific Safety Plan Guide

What is a Safety Plan?

A Site Specific Safety Plan (Safety Plan) contains details on how health and safety will be managed for a specific Activity and each site where work will be undertaken. A Safety Plan is developed by consultation, co-operation and co-ordination between multiple organisations working together on a Activity and is required to comply with New Zealand legislation (Health and Safety at Work Act 2015). As the Safety Plan is a 'living' plan, it will be reviewed and updated regularly by those named within the plan to ensure that safety is monitored at each stage of the Activity.

Safety Plan Guide

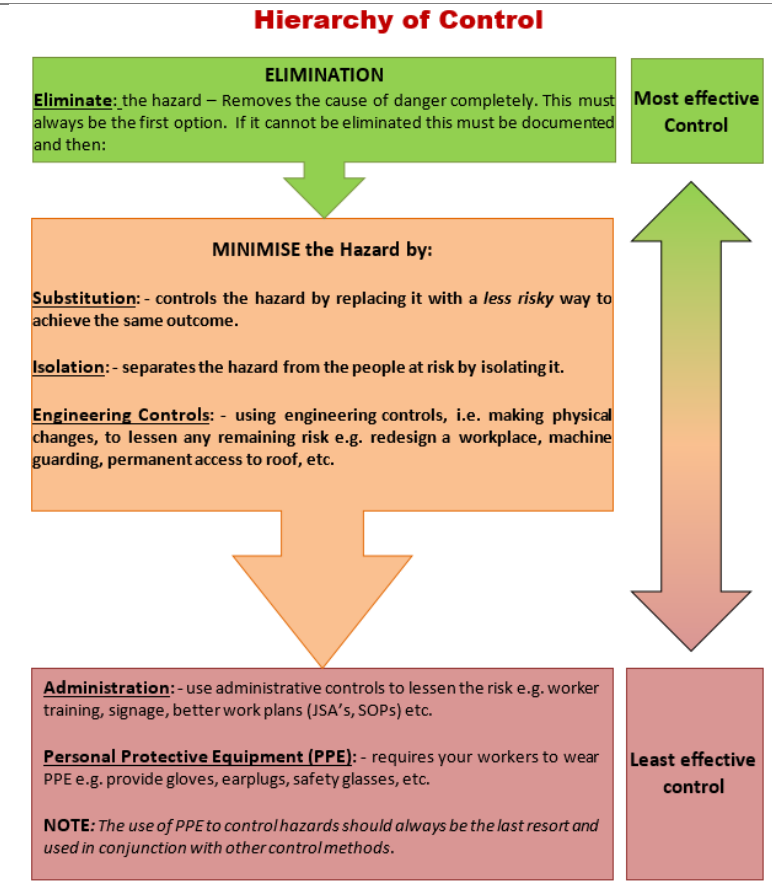
Set out below is a basic checklist of items to consider (where relevant) when developing a Safety Plan in order to identify, eliminate or mitigate risks to worker health and safety. The Safety Plan should demonstrate that all reasonably practicable steps have been taken to eliminate or mitigate risks to the extent that the partner/contractor has influence or direction over the matter.

SITE SPECIFIC SAFETY PLAN GUIDE	
1. Scope of works for activity	Gives full scope of the works including: • An outline each stage of the Activity, with a brief summary of the work involved in each stage • Key personnel responsible for safety on the activity • All other partners/contractors involved and their main point of contact for safety on the activity • Frequency of progress reports (including H&S risks/incidents) as specified in the contract or grant

2. Location	Does the Safety Plan address each country or location in which work is to be undertaken?
3. Travel Risks	• Are safe travel and security arrangements included? (refer to SafeTravel) • Is there an approach for arranging suitable accommodation and transport arrangements?
4. All Parties Responsible for Safety	Does the Safety Plan identify all the parties (i.e. in-country affiliates, partners or subcontractors) who will also be involved in the delivery of the Activity?
	Does the Safety Plan address the roles and responsibilities of the various parties (including those offshore) and how they will consult and engage together on health and safety in delivering the Activity?
5. Workers Identified	Are all of the various workers/groups of workers identified[1]? This should include workers in NZ and overseas who are undertaking work for the other parties listed above.
6. Work Type	Does the Safety Plan address the type of work to be undertaken by all workers?
7. Worker Competencies	Does the safety plan demonstrate that the workers have the required skills and competencies for the job, or, that they have the required knowledge and experience to work in a safe manner, or, that they have appropriate supervision and training? (i.e. high level outline of required qualifications, trade skills, nautical tickets, experience, knowledge or training).
8. Other People	Does the Safety Plan address risks to "other people" that maybe created by the work? Other people includes: volunteers, customers, passers-buy, visitors or workers of another organisation who may be in the direct vicinity of the work being carried out.
9. Communication	Does the Safety Plan identify how communications on health and safety matters will be achieved i.e. worker engagement, representation and consultation as well as communication with other parties?
10. Emergency Response	Does the Safety Plan detail emergency response processes? i.e emergency contact details for Fire, Ambulance, Medical Centres/Hospitals, Police in each location where activities will be undertaken?

[1] NOTE: No workers under the age of 16 are to be involved.

11. Identification of Hazards and Risk Mitigation Controls	Does the Safety Plan identify what would seem to be the applicable health and safety hazards and risk mitigation controls: • In the countries and locations workers will be located? • With the work to be undertaken? i.e work permits, authorisations • All other risks that may apply?
12. Specific Safety Measures	Does the Safety Plan address the following (where relevant): • Effective communications with workers, particularly those who undertake remote or isolated work? i.e. mobile/satellite phones, mountain radio or VHF etc • Scheduled checks/inspections of the workplace/facilities to assess if they are clean, safe, accessible, equipped and maintained appropriately for the health, safety and wellbeing of workers in the country/location, so far as is reasonably practicable? • Is appropriate and suitable first aid equipment provided for the workplace/ workers? • Outline of plant, equipment or machinery being used/provided? Including any safe work methods used? • If Personal Protective Equipment (PPE) is required, which party/organisation will provide and manage it? Is the PPE described appropriately? • If applicable, provide an outline on how the elimination/mitigation of risks will be achieved for: - raised or lifted objects - drowning in tanks or containers - being trapped or engulfed
13. General Risk Mitigation & Management	Does the Safety Plan address how each of the key health and safety risks are intended to be eliminated or minimised? If risk cannot be eliminated, does the Safety Plan provide options to minimise risk? For example, by following the Hierarchy of Controls (Substitute, Isolate, Engineer, Administration, PPE):

<table>
<tr><td></td><td> 
</td></tr>
<tr><td></td><td>Does the Safety Plan appear realistic and achievable for the country context and environment?</td></tr>
<tr><td rowspan="2">14.Ongoing Review & Reporting</td><td>Does the Safety Plan include details of how evidence of ongoing monitoring and review of the health and safety of workers will be recorded and shared? This includes the conditions at the workplace or while carrying out work.</td></tr>
<tr><td>Is there a process for reporting and investigating incidents and how will these be advised to all involved parties?</td></tr>
</table>