

1 Q. Hydro's response to PR-PUB-NLH-127 states that motor speed on DC motors was  
2 not stipulated in the QA/QC process. In cases of motors being maintained by  
3 vendors, were any speed tests specified to be performed, whether by the vendor or  
4 Hydro, before such motors were released for service? If yes describe the tests.

5

6

7 A. As per the motor repair contract technical specification, the approved vendor must  
8 adhere to the *ANSI/EASA Standard AR100 Recommended Practice for the Repair of*  
9 *Rotating Electrical Apparatus* for motor repair, which includes speed testing. Speed  
10 testing of the DC motors is dealt with in the Standard in Section 4.5.1 (see PR-PUB-  
11 NLH-183 Attachment 1).

12

13 With respect to the DC motor associated with the January 11, 2013 Holyrood Unit 1  
14 event, the attached contract (PR-PUB-NLH-182 Attachment 1) covered the  
15 relationship between Hydro and its motor service repair contractor during the  
16 period when the DC motor was last overhauled prior to the January 11, 2013 event.  
17 The contractor is a reputable and experienced motor repair company with  
18 numerous major clients who were fully qualified to carry out the tendered work.

19

20 Section 1.12 of the contract provided that the contractor was "responsible for  
21 inspection and quality assurance to assure compliance with the SPECIFICATIONS".  
22 The Specifications specifically provided that all work to be performed was to be  
23 performed in accordance with ANSI/EASA Standard AR 100. The contract also  
24 provided for performance of all required tests in accordance with that Standard for  
25 the relevant work.<sup>1</sup>

---

<sup>1</sup> AC motors were used for tendering purposes for the contract; however, the same contract governed DC motor repairs and the applicable standard applied to those repairs.

1 PR-PUB-NLH-183 Attachment 2 is the relevant invoice from the contractor, which  
2 invoice indicates that the motor “ran and test OK”. The contractor has confirmed to  
3 Hydro that the relevant test would have been carried out on the motor as per the  
4 contract.



CONFORMED  
COPY

NEWFOUNDLAND AND LABRADOR HYDRO

SPECIFICATION  
FOR THE  
REPAIR OF AC ELECTRICAL MOTORS  
FOR THE HOLYROOD GENERATING STATION

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	ELEC. 
	P&C N/A
	MECH. N/A
	CIVIL N/A

  
Approved for Release

16 NOV. 2007  
Date

**SPECIFICATION 2007-37034**  
**PART 1 GENERAL CONDITIONS - 1**

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**1.1 Definitions**

**PLANT** means everything brought to **WORK SITE** by **VENDOR** which is not incorporated in the **WORK**, including machinery, tools, buildings, excess materials and waste.

**PURCHASER** means the issuer of the Purchase Order and includes its agents. It may also be referred to as **HYDRO**.

**SPECIFICATIONS** means General Conditions, Technical Conditions and Drawings.

**WORK** means supply of specified labour, equipment, materials, **GOODS** and services.

**WORK ASSIGNMENT** means a periodic requirement for **WORK**.

**VENDOR** or **CONTRACTOR** means the vendor named on the Purchase Order.

**1.2 General**

In case of conflicts, documents shall take precedence in the following sequence: - Purchase Order, Purchasing Terms and Conditions, General Conditions, Technical Conditions, Drawings, **VENDOR's** Tender.

**1.3 PURCHASER and VENDOR Representatives**

If required by **PURCHASER**, **PURCHASER** and **VENDOR** will each appoint and identify a representative for the term of the contract. **VENDOR's** representative shall not be changed without prior approval of **PURCHASER**.

**1.4 Performance**

- .1 VENDOR** shall organize and schedule its performance to comply with specified schedule dates.
- .2 PURCHASER** reserves the right to withhold any or all payments until the **WORK**, including all required Drawings, Manuals and spare parts, has been received by **PURCHASER** and any minor defects have been corrected.

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**.3 Late Delivery**

"Not Applicable".

**1.5 Labour and Labour Relations**

**VENDOR** shall keep itself and its subcontractors fully informed of all laws, ordinances and regulations affecting those employed on the **WORK** and shall pay rates of wages and observe working conditions which are in accordance with applicable laws, ordinances and regulations and acceptable labour practices for the type of work or services being performed. **PURCHASER** shall have the right to review any such considerations before **VENDOR** commences **WORK** under the Specification and at any time during the period of the **WORK** to ensure that **VENDOR's** obligations with respect to such labour standards are being met.

**1.6 Protection of WORK and Security**

**VENDOR** shall protect **WORK** and **PURCHASER's** property under the care and control of **VENDOR** from damage and shall be responsible for any damage which may arise as the result of its operations under the Contract except damage which occurs as the result of errors or omissions by **PURCHASER**.

Should any damage occur to **WORK** or **PURCHASER's** property for which **VENDOR** is responsible, **VENDOR** shall make good such damage at its own expense or pay all costs incurred by others in making good such damage.

**VENDOR** shall immediately advise **PURCHASER** in writing of loss or damage to material and equipment.

**1.7 Suspension of WORK**

**PURCHASER**, without vitiating or voiding the Contract, may delay or suspend, in whole or in part, the **WORK** by giving written notice to **VENDOR**. In the event such notice of delay or suspension is given, **VENDOR's** right to an extension of time and to additional compensation shall be governed by Article 1.20 - Changes and Article 1.21 - Delays and Extensions of Time.

**1.8 Compensation and Payment**

- .1 The Contract Price is full compensation for performance, related risks, costs and contingent liabilities.
- .2 **PURCHASER** may deduct from monies due or becoming due to **VENDOR** for **VENDOR's** unpaid costs, damages and expenses, whether under this or any other contract.
- .3 Payment shall be due and payable thirty (30) days following receipt by **PURCHASER** of an acceptable billing, provided that amounts billed are correct and properly payable under the Contract, and subject to receipt of each **WORK ASSIGNMENT** in apparent proper working condition and free from defects.
- .4 Acceptance by **VENDOR** of final payment for each **WORK ASSIGNMENT** shall be a release to **PURCHASER** from any and all claims of and liability to **VENDOR** for anything done in relation to this Specification.

**1.9 Payments by VENDOR**

- .1 **VENDOR** shall make payments promptly when due for work or services obtained in performing the **WORK** covered by this Specification. Failure to do so may result in **PURCHASER** making such payments on **VENDOR's** behalf. **VENDOR** agrees to immediately repay to **PURCHASER** all such sums so paid and to expeditiously settle outstanding amounts owing to **PURCHASER**.

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- .2 **PURCHASER** may, at any time, request **VENDOR** to furnish satisfactory evidence that **WORK** performed and Material supplied are free and clear of encumbrances, claims, liens or privileges. In addition to other remedies, **PURCHASER** may withhold payments due **VENDOR** until such evidence is furnished.
- .3 **VENDOR** shall **indemnify** and hold harmless **PURCHASER** from and against any and all encumbrances, claims, liens or privileges arising from or in connection with the **WORK**.

**1.10 Taxes**

- .1 **Goods Imported into Canada**  
"Not Applicable".
- .2 **Non-Resident Contractor - Income Tax Act**  
"Not Applicable".

**1.11 Insurance**

- .1 **VENDOR** shall provide, at its cost, insurances with limits not less than stated in this Article. Upon award, as evidence of insurance, Insurer shall be required to provide a completed Certificate of Insurance, on Owner's form, a sample of which is appended.
- .2 **VENDOR** shall provide Commercial General Liability (CGL) Insurance which shall have a limit of not less than \$1 million for any one occurrence to cover property damage or loss, bodily injury and loss of life. **PURCHASER** has no liability and no coverage under its insurance for **VENDOR**'s equipment used in carrying out **WORK**.
- .3 **VENDOR** shall provide Automobile Liability Insurance with a limit of not less than \$1 million combined for any one occurrence including personal injury, loss of life or property damage or loss.
- .4 **PURCHASER** shall be an additional insured on all certificates of insurance, with a cross-liability clause.
- .5 All insurance shall be maintained in full force during the performance of **WORK**.
- .6 All insurance policies shall contain an article to provide that the insurance shall not be cancelled or materially changed in any way without thirty (30) days notice, except in the event of non-payment when policy conditions dealing with termination will apply. Such notice shall be sent by registered mail to:  
  
Newfoundland and Labrador Hydro  
P.O. Box 12400  
St. John's, Newfoundland and Labrador  
A1B 4K7  
  
Attention: Manager of Risk and Insurance
- .7 Deductibles applicable to required insurance shall not exceed \$5,000 for any one occurrence. **VENDOR** shall be responsible for deductible amounts under policies and for providing such additional insurance as required to protect the insureds against loss on items excluded from policies.

**1.12 Inspection**

- .1 **VENDOR** shall be responsible for inspection and quality assurance to assure compliance with the **SPECIFICATIONS**, including prompt provision of all facilities, labour and equipment necessary for any inspections and tests required by **PURCHASER**.

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- .2 Materials, equipment and **WORK** shall be subject to inspection, examination and test by **PURCHASER** at all times and all places. **PURCHASER** shall have the right to reject unsuitable **WORK** not in compliance with the Specification. **VENDOR** shall correct rejected **WORK** to **PURCHASER**'s satisfaction. Failure by **VENDOR** to act promptly may result in **PURCHASER** taking such remedial action as necessary.
- .3 The expense of inspection and performance of remedial action shall be for **VENDOR**'s account, with no time extension for **WORK** performance.
- .4 **PURCHASER**'s inspection of **WORK**, or lack of such inspection, shall not relieve **VENDOR** of its responsibility to execute **WORK** in full compliance with all requirements of the Specification.
- .5 Where **VENDOR** arranges with **PURCHASER** for an inspection requiring a **WORK SITE** visit by **PURCHASER**, and an inspection can not be performed by **PURCHASER** due to unavailability of required **VENDOR**'s personnel at the **WORK SITE** or non readiness for an inspection, **VENDOR** shall reimburse **PURCHASER**'s costs incurred to visit the **WORK SITE**.

**1.13 Acceptance and Final Acceptance**

Acceptance of **WORK ASSIGNMENTS** is deemed upon delivery, subject to there not being any concealed damage and the **WORK ASSIGNMENTS** being in apparent proper working condition.

**1.14 Workplace Health, Safety and Compensation Commission**

At the beginning of each calendar year, **VENDOR** shall provide a certificate of good standing with the Workplace, Health, Safety and Compensation Commission. If required by **PURCHASER**, reconfirmation of good standing shall be required before Final Payment is made under the contract.

**1.15 WORK SITE Health, Safety and First Aid Requirements**

- .1 **VENDOR** and its subcontractors shall comply with the Workplace Health, Safety and Compensation Act, RSNL 1990, Chapter W-11, the Occupational Health and Safety Act, RSNL 1990, Chapter O-3, as amended and **PURCHASER**'s Corporate Safety and Health Program.
- .2 **VENDOR** shall at its expense carry out promptly and fully all safety, sanitary and medical requirements as prescribed by law or as established in **PURCHASER**'s Corporate Safety and Health Program and shall provide all safeguards and make available protective equipment necessary for the safety of workers.
- .3 Prior to commencement of **WORK**, **VENDOR** shall, upon the request of **PURCHASER**, establish and maintain a loss prevention program satisfactory to **PURCHASER**.
- .4 **VENDOR** shall promptly report all occurrences resulting in medical treatment, death or property damage or loss to the appropriate governmental authorities and **PURCHASER** and shall provide written details of all such occurrences using prescribed forms where applicable.
- .5 **VENDOR**'s safety co-ordinator shall conduct regular inspections of the **WORK SITE** to detect and correct hazardous conditions. Hazardous conditions noted by **PURCHASER** will be promptly reported to **VENDOR**'s safety co-ordinator for immediate correction.
- .6 **VENDOR** shall expeditiously provide **PURCHASER** with copies of the following reports:
  - (a) Accident/incident investigation reports;
  - (b) Inspection reports;
  - (c) Minutes of safety meetings; and

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(d) Monthly Contract Safety Statistics for it and its Subcontractors.

.7 **VENDOR** shall provide **PURCHASER** with a written report on corrective actions taken on all hazardous conditions reported.

.8 **VENDOR's** Safety Requirements

(a) Orientation Meeting

Prior to commencement of **WORK**, all **VENDOR's** personnel working at **WORK SITE** shall attend an orientation meeting with **PURCHASER's** representative regardless of previous attendance related to other specifications or contracts.

(b) Isolation and Permits

"Not Applicable".

#### **1.16 Certificate of Recognition Safety Program**

**PURCHASER** endorses the Certificate of Recognition Safety Program of the Newfoundland and Labrador Construction Safety Association (NLCSA). **VENDOR** shall, prior to commencement of **WORK**, obtain and deliver proof of a valid Certificate of Recognition from the NLCSA or similar accreditation/ safety program acceptable to **PURCHASER**.

#### **1.17 Protection of Persons and Property**

- .1 **VENDOR** shall, prior to commencement and during performance of the **WORK**, be solely responsible for investigation and identification of all hazards at the **WORK SITE** and shall take all necessary precautions and adequately inform and educate its personnel as to the existence of the hazard and the necessary precautions and measures to be observed.
- .2 **PURCHASER** shall inform **VENDOR** of the existence and nature of all known hazards at the **WORK SITE** prior to commencement of the **WORK**. Failure of **PURCHASER** to inform **VENDOR** of hazards known to **PURCHASER** at the **WORK SITE** shall not relieve **VENDOR** of its responsibilities and obligations.
- .3 **VENDOR** shall be solely responsible for providing adequate protective barriers, fencing, signs and other means of identifying the hazard and protecting persons at the **WORK SITE** concerning hazards and ensuring safe execution of **WORK**. **VENDOR** shall use industry standard plastic barrier tape that is yellow in colour with black stripes when securing the area of the hazard. Barriers shall be identified with a sign which clearly states **VENDOR's** name, date placed and the reason for the barrier.
- .4 **VENDOR**, its employees and agents, shall not enter any areas near energized equipment and shall not perform **WORK** on energized equipment without prior approval of **PURCHASER**.
- .5 **VENDOR** shall maintain the **WORK SITE** continuously safe to life, personal injury and property during performance of the **WORK**.
- .6 **VENDOR** shall be solely responsible for all damage or loss to structures, site services or property caused by or resulting from the execution of the **WORK** and shall make good such damage or loss except with respect to repair work on energized equipment which may, at **PURCHASER's** option, be carried out by **PURCHASER** at **VENDOR's** expense.

#### **1.18 WORK ASSIGNMENTS**

- .1 **VENDOR** shall be advised by **PURCHASER** of **WORK ASSIGNMENTS** two (2) calendar days in advance of requiring commencement of performance of **WORK** except in cases of emergency or of

system operational requirements. Each such **WORK ASSIGNMENT** notice shall specify scope of **WORK**, location and scheduling for that **WORK ASSIGNMENT**.

- .2 Unless otherwise authorized by **PURCHASER**, a **WORK ASSIGNMENT** shall not commence until a **SPECIFICATIONS** meeting has been held between **PURCHASER** and **VENDOR** to discuss the schedule, work methods and **WORK SITE** safety. If required, the time and place for such a meeting shall be stipulated by **PURCHASER**.

#### **1.19 WORK SITE Meeting**

Unless otherwise authorized by **PURCHASER**, **WORK** shall not commence until a meeting has been held between **PURCHASER** and **VENDOR** to discuss **WORK** schedule, methods and site safety and loss prevention concerns. **VENDOR**'s workforce shall, unless otherwise advised by **PURCHASER**, attend a **WORK SITE** orientation meeting prior to commencing **WORK**. The time and place of such meetings shall be stipulated by **PURCHASER** prior to commencement of **WORK**.

#### **1.20 Changes**

- .1 "Changes" means additions, deletions or substitutions for specified requirements, and includes requirements not contemplated by the Specification.
- .2 **PURCHASER** may, without invalidating the Contract or any required bonds, and without notice to sureties, make Changes. Implementation shall be effected upon receipt of written authorization in the form of a Change Order specifying the basis of compensation.
- .3 The Contract Price will be equitably adjusted for a variation from **VENDOR**'s costs to complete the Contract, absent the relevant Changes, in accordance with the following provisions.

**VENDOR** shall submit a request for adjustment because of Changes within seven (7) calendar days from its receipt of notification of an intended Change. For Changes, such adjustment shall be made as follows:

- (a) applicable unit prices shall apply; or
- (b) when not applicable, in **PURCHASER**'s opinion, a lump sum or unit prices as mutually agreed; or
- (c) when (a) and (b) are not applicable, in **PURCHASER**'s opinion, **VENDOR** shall maintain records of its costs and perform work on a cost plus basis.

#### **1.21 Delays and Extensions of Time**

"Not Applicable".

#### **1.22 Cleaning Up**

"Not Applicable".

#### **1.23 Hazardous or Controlled Products**

"Not Applicable".

#### **1.24 Environmental Protection**

- .1 **PURCHASER**'s Policy

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**PURCHASER's** policy is to protect the environment of the areas where the **WORK** is located. **PURCHASER** uses an Environmental Management System (EMS) registered to the ISO 14001 Standard.

**.2 VENDOR's Responsibilities**

**VENDOR** shall comply with all legislated requirements and **PURCHASER's** rules and regulations.

**.3 VENDOR's and Subcontractors' Personnel**

Any contravention of environmental requirements by **VENDOR**, accidental or otherwise, resulting in environmental damage shall be reported to **PURCHASER** without delay. **VENDOR** shall be responsible for all cleanup, reclamation and restorative measures required.

**.4 Storage, Handling and Transfer of Fuels and Other Hazardous Material**

"Not Applicable".

**.5 Waste Management**

"Not Applicable".

**.6 Marshalling Yards**

"Not Applicable".

**.7 Protection of Historic Resources**

"Not Applicable".

**.8 Borrow Areas**

"Not Applicable".

**.9 Forest Fire Protection**

"Not Applicable".

**1.25 Access to Site**

"Not Applicable".

**1.26 Watercourse Crossings**

"Not Applicable".

**1.27 Disposal of Materials**

"Not Applicable".

**1.28 Fire Fighting Precautions**

"Not Applicable".

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**1.29 Explosives and Blasting**

"Not Applicable".

**1.30 Use of WORK SITE**

- .1 **VENDOR** shall confine its operations to limits dictated by law, approvals, Specification and **PURCHASER**.
- .2 **VENDOR's** forces shall not access operating facilities without prior approval of **PURCHASER**, and **VENDOR's** operations shall be performed with minimum interference with operating plant.

**1.31 Construction Power**

"Not Applicable".

**1.32 VENDOR's Tools and Equipment**

"Not Applicable".

**1.33 Environmental Awareness Program**

"Not Applicable".

**1.34 VENDOR's Safety Requirements at Holyrood Generating Station**

**.1 Orientation Meeting**

Prior to commencement of **WORK**, all **VENDOR's** personnel working at **WORK SITE** shall attend an orientation meeting with **PURCHASER's** representative regardless of previous attendance related to other specifications or contracts. Meeting duration is approximately four hours. Attendance at orientation is mandatory for access to **WORK SITE**. Personnel found not obeying safety rules will be barred from the **WORK SITE**. **VENDOR** will be provided with a copy of **PURCHASER's** safety documentation at the orientation meeting.

**.2 Isolation and Permits**

"Not Applicable".

**.3 Traffic**

**VENDOR** shall be limited to one (1) vehicle at the **WORK SITE** at any given time.

All other **VENDOR's** vehicles, whether private vehicles or owned by **VENDOR**, shall be parked outside the inner security gate at the guardhouse. **VENDOR** may transport material and equipment to **WORK SITE** using its vehicles, but material and equipment shall be off-loaded as soon as possible and vehicles removed to parking area immediately, except for one (1) vehicle as noted above.

**.4 Smoking Precautions**

Smoking is not permitted inside any of the plant buildings. Care shall be exercised in the use of smoking materials in non-restricted areas.

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**.5 Flammable Materials**

**(a) Handling**

"Not Applicable".

**(b) Transfer**

"Not Applicable".

**1.35 PURCHASER's Tools and Equipment at Holyrood Generating Station**

"Not Applicable".

**1.36 Asbestos Notification**

The Holyrood Thermal Generating Station (Facility) has been the subject of a survey and has been identified as containing friable asbestos. **PURCHASER** has established a program to manage all asbestos in a safe and prudent manner.

Recommendations by a consultant for removal or repair of asbestos, where necessary, have been completed with appropriate inspection and supervision. All asbestos remaining is subject to the Facility's Asbestos Management Program, as required by Federal and Provincial Regulations and **PURCHASER's** due diligence. A copy of the survey and Asbestos Management Program are available for review in the General Office at the Facility.

The continuing presence of remaining asbestos does not pose a risk of exposure for **VENDOR's** employees as long as it remains undisturbed and under this Asbestos Management Program. All **PURCHASER's** Facility's staff who may disturb the materials have been given appropriate training and are aware of its presence.

Prior to mobilization, **VENDOR** must acknowledge awareness of the presence of asbestos at the Facility and its agreement to comply with **PURCHASER's** procedures relating to the Asbestos Management Program. A copy of the **VENDOR** Notification and Acknowledgement Form is attached as Appendix I to this Schedule.

**APPENDIX I: ASBESTOS CONTAINING MATERIALS  
VENDOR NOTIFICATION AND ACKNOWLEDGEMENT FORM**

Re: Facility/Location: Holyrood Thermal Generating Station

Contract/Work Package: The Repair of AC Electrical Motors

Facility's Asbestos Coordinator: Wayne Rice

**WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBRES CAN CAUSE VARIOUS TYPES OF LUNG DISEASE INCLUDING CANCER. SMOKING INCREASES THE RISK OF LUNG CANCER FROM ASBESTOS EXPOSURE.**

The presence of various friable and non-friable asbestos materials has been identified at the above-referenced Facility location. An asbestos inventory report showing the locations and amounts of these materials is available for viewing from the **Asbestos Coordinator or Designate**.

Newfoundland Regulation 111/98 applies to all maintenance and renovation work that may disturb asbestos materials. The disturbance of asbestos building materials shall only be undertaken by contractors who have received training in asbestos-related precautions. The following activities may disturb friable asbestos materials (All classifications of work). The **Asbestos Coordinator or Designate** must be notified prior to performing the following:

- Removal or repair of asbestos mechanical insulation (various locations);
- Equipment Modifications or Additions which may disturb asbestos;
- Any other operation which may generate airborne asbestos

There are also non-friable asbestos materials in the buildings, including exterior Galbestos siding, transite sheeting, gaskets and packings, etc.

As a condition of our contract to provide services and materials at the referenced Facility, we will not disturb asbestos-containing materials without prior notification to the **Asbestos Coordinator or Designate**. The firm and its workers will follow all procedures specified by the referenced Facility and/or the applicable provincial regulation. All asbestos waste will be packaged and disposed of in accordance with Ministry of the Environment requirements.

COMPANY NAME: [REDACTED]

SIGNATURE: [REDACTED]

DATE: December 4/07

NAME AND TITLE: [REDACTED]

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**2.1 Scope of WORK**

Except for materials specifically stated elsewhere in the Specifications as being supplied by **PURCHASER**, **WORK ASSIGNMENTS** comprises the supply of all labour, **PLANT**, equipment and materials necessary for performance of the **WORK** for repair of each horizontal mount A.C. electrical motors, as identified and described in the Specifications, including but not limited to:

- acceptance of each motor from and delivery of each motor to the Holyrood Generating Station
- inspection and analysis of motor condition at **PURCHASER's** or **VENDOR's** facilities
- disassembly and reassembly
- inspection
- cleaning
- repairs, where required
- motor rewind, where required
- preparation of reports for inspection, analysis, repair, and testing of motors.

Materials, **PLANT** and equipment which are not specifically mentioned in the Specifications but which are usual or necessary for the satisfactory completion of each **WORK ASSIGNMENT** shall be deemed to be included in the contract and shall be provided by **VENDOR** without extra charges.

## SPECIFICATION 2007-37034 PART 2 TECHNICAL CONDITIONS - 2

### 2.2 Term of Services

The term of service shall cover the period between January 1, 2008 and December 31, 2010.

Also included in this Specification is the option for **PURCHASER** to extend the term of service to include the following periods:

- January 1, 2011 to December 31, 2011
- January 1, 2012 to December 31, 2012

### 2.3 Work Not Included

Removal and installation of electrical motors at **PURCHASER's** Holyrood Generating Station will be performed by **PURCHASER**.

### 2.4 Standards

All **WORK** to be performed by **VENDOR** shall be performed in accordance with the following standard:

ANSI/EASA Standard AR100-2001	Recommended Practice for the Repair of Rotating Electrical Apparatus
-------------------------------	--

This standard shall be the minimum standard of acceptance for the **WORK** to be performed under this Specification.

### 2.5 Qualifications of VENDOR

- .1 **VENDOR** shall have a local service facility that is located within a 50km radius of the Holyrood Generating Station. This service facility shall have been established for at least one (1) year and shall have completed work of a comparable nature to the **WORK** described in this Specification. Personnel to be assigned by **VENDOR** to complete the **WORK** shall have a minimum of three (3) years experience.
- .2 **VENDOR** shall be a member in good standing of the Electrical Apparatus Service Association (EASA).
- .3 **VENDOR** must demonstrate to **PURCHASER** that the local service facility, repair equipment, and test equipment are suitable for the type of **WORK** to be performed.

### 2.6 Level 1 Repair – Scope of Work

- .1 **WORK** to be performed under a Level 1 Repair **WORK ASSIGNMENT** shall include the following:
  - a) Visual inspection and analysis of assembled motor at **PURCHASER's** Holyrood Generating Station, where required,
  - b) Acceptance of **PURCHASER's** motor at the Holyrood Generating Station,
  - c) Disassembly of motor,
  - d) Visual inspection and analysis of disassembled motor,
  - e) Tests, as required, to determine motor condition,
  - f) Preparation of Level 1 Repair Report, and submittal of report to **PURCHASER**.

**SPECIFICATION 2007-37034**  
**PART 2 TECHNICAL CONDITIONS - 3**

- .2 All reports and documentation for Level 1 Repair **WORK ASSIGNMENTS** shall be submitted to **PURCHASER** no later than two (2) days from acceptance of **PURCHASER's** motor at the Holyrood Generating Station.

**2.7 Level 2 Repair – Scope of Work**

- .1 **WORK** to be performed under a Level 2 Repair **WORK ASSIGNMENT** shall include, but not be limited to the following:
- a) Cleaning of motor and housing,
  - b) Supply and installation of all parts required to refurbish the motor,
  - c) Performance of all mechanical repairs required to refurbish the motor, in accordance with ANSI/EASA Standard AR100-2001,
  - d) Supply and replacement of motor bearings and brushes,
  - e) Reassembly of motor,
  - f) Performance of all required tests, including dynamic balancing, in accordance with ANSI/EASA Standard AR100-2001,
  - g) Preparation of Level 2 Repair Report, and submittal of report to **PURCHASER**,
  - h) Delivery of motor to **PURCHASER's** Holyrood Generating Station.
- .2 All reports and documentation for Level 2 Repair **WORK ASSIGNMENTS** shall be submitted to **PURCHASER** no later than three (3) weeks from acceptance of **PURCHASER's** motor at the Holyrood Generating Station.
- .3 All **WORK** to be performed under a Level 2 Repair **WORK ASSIGNMENT** shall be completed no later than two (2) weeks from acceptance of **PURCHASER's** motor at the Holyrood Generating Station.

**2.8 Level 3 Repair – Scope of Work**

- .1 **WORK** to be performed under a Level 3 Repair **WORK ASSIGNMENT** shall include, but not be limited to the following:
- a) Rewinding of motor, in accordance with ANSI/EASA Standard AR100-2001,
  - b) Performance of all required tests in accordance with ANSI/EASA Standard AR100-2001.
  - c) Preparation of Level 3 Repair Report, and submittal of report to **PURCHASER**.
- .2 All reports and documentation for Level 3 Repair **WORK ASSIGNMENTS** shall be submitted to **PURCHASER** no later than three (3) weeks from acceptance of **PURCHASER's** motor at the Holyrood Generating Station.
- .3 All **WORK** to be performed under a Level 3 Repair **WORK ASSIGNMENT** shall be completed no later than two (2) weeks from acceptance of **PURCHASER's** motor at the Holyrood Generating Station.

**2.9 Motor Specifications**

Table 1 provides a sample of the type and class of horizontal mount A.C. motors to be repaired under this Specification:

**SPECIFICATION 2007-37034**  
**PART 2 TECHNICAL CONDITIONS - 4**

<b>Motor Specifications</b>					
Specs	0-9 HP	10-39 HP	40-69 HP	70-99 HP	100-200 HP
HP	7.5	20	60	75	200
RPM	1740	3510	1170	3565	3570
VOLT	575	550	575	575	575
AMP	7.8	20.4	58	67.2	170
PH	3	3	3	3	3
FR	213T	B254TP1 0	L404T	365TS	447TS
ENCL	TEFC	TEFC	TEFC	TEFC	TEFC
SF	1.15	1.15	1.15	1.15	1.15
PF	0.80	0.80	0.80	0.80	0.80

**TABLE 1**  
**Sample Motor Specifications**  
**By Horsepower Class**

**2.10 Emergency Repairs**

The Holyrood Generating Station will normally be open for **WORK** between 8:00 a.m. and 4:00 p.m. each day excluding weekends and holidays.

**PURCHASER** may require emergency repairs to motors outside of normal working hours during the term of service for this Specification. Of the total number of Level 1, Level 2 and Level 3 repairs to be performed up to ten percent (10%) shall be emergency repairs. No additional compensation shall be provided to **VENDOR** for emergency repairs.

All reports and documentation for emergency Level 1 Repair **WORK ASSIGNMENTS** shall be submitted to **PURCHASER** no later than twenty-four (24) hours from acceptance of **PURCHASER's** motor at the Holyrood Generating Station.

All **WORK** to be performed under an emergency Level 2 Repair **WORK ASSIGNMENT** shall be completed no later than ten (10) days from acceptance of **PURCHASER's** motor at the Holyrood Generating Station.

All **WORK** to be performed under an emergency Level 3 Repair **WORK ASSIGNMENT** shall be completed no later than ten (10) days from acceptance of **PURCHASER's** motor at the Holyrood Generating Station.

**2.11 PURCHASER's Representative**

**PURCHASER's** representative for the term of service of the contract shall be:

[REDACTED]

**SPECIFICATION 2007-37034**  
**PART 2 TECHNICAL CONDITIONS - 5**

**2.12 Reports**

All Level 1, Level 2 and Level 3 repair reports shall be submitted electronically by email to **PURCHASER's** representative.

**SPECIFICATION 2007-37034  
PART 3 TENDER SUBMITTAL - 1**

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**3.1 Submittal of Tender**

Tender must be received at Hydro Place, 500 Columbus Drive, St. John's until 3:00 p.m. local time, St. John's on December 11, 2007 and opened immediately thereafter at the 2nd Level, Hydro Place.

Tender shall comply with requirements stated in Purchasing Terms and Conditions and **SPECIFICATIONS.**

Tender shall be submitted either:

- (a) in a sealed envelope showing **TENDERER's** name and return address and marked:

**TENDER – SPECIFICATION YEAR-QUOTENO - DO NOT OPEN**

by: (i) mail delivery to Supply Chain Management Department, Newfoundland & Labrador Hydro,  
P.O. Box 12400, St. John's, NL, A1B 4K7;

or

- (ii) hand delivery into the tender depository box located adjacent to Main Lobby Reception Area, Hydro Place. The sealed Tender envelope must be stamped using time clock located by the tender depository box before being placed into box:

or

**SPECIFICATION 2007-37034**  
**PART 3 TENDER SUBMITTAL - 2**

(b) by faxed delivery, to (709) 737-1795;

Fax delivery must include the Schedule of Prices and any Tender Security required by PART 3 – TENDER SUBMITTAL.

**3.2 Communications During Tendering**

Communications during tendering period shall identify Specification Number and shall be addressed in writing to:

Glenn Whiffen, Buyer  
Phone number 709-737-1380  
Fax number 709-737-1795  
e-mail gwhiffen@nlh.nl.ca

Clarifications and changes will be issued to all **VENDORS** in writing.

**3.3 Tender Deposit**

"Not Applicable".

**3.4 Validity of Tender**

Tender shall remain open for acceptance and irrevocable for thirty (30) days after closing date for receipt of Tenders. **PURCHASER** may accept a Tender whether or not another Tender has been accepted.

**3.5 Performance Security**

"Not Applicable".

**3.6 Tender Evaluation**

Evaluation will be based on total analysis including, but not limited to, price, quality, delivery, **VENDOR's** past performance and its ability to meet **SPECIFICATIONS**, and legal, technical, financial and safety considerations relevant to cost-effective completion of the **SPECIFICATIONS**, and will be made in accordance with the Public Tender Act, RSNL 1990, Chapter P-45 and its Regulations, as amended.

For the purpose of evaluation and selection of the successful bidder, the Total Tendered Price, including Optional Items, if any, will be used to determine the lowest qualified bidder in the evaluation of tenders received. Where prices for Optional Items have been provided for in the Schedule of Prices, comprising a part of such Total Tendered Price, and **PURCHASER** has determined that it will not use any or all of the Optional Items prior to acceptance of Tender, the contract award shall be made to the lowest qualified bidder in the amount of the Total Tendered Price adjusted by the amounts of deleted Optional Items.

If all tenders submitted do not meet the **SPECIFICATIONS**, **VENDOR** acknowledges and agrees by submitting its tender that **PURCHASER** may evaluate the tenders received on the basis of that which most closely meets **SPECIFICATIONS** and is most cost-effective and select a successful bidder on this basis. If all tenders received do not significantly meet the requirements of the **SPECIFICATIONS** the **PURCHASER** may cancel the tender.

**3.7 Post-Tender Meeting**

If required by **PURCHASER** before a Tender is accepted, **VENDOR** shall, at its cost, attend a Post-Tender Meeting to review its Tender submission, and such Meeting shall be held at **PURCHASER's** offices.

**3.8 Confidentiality of Information**

- .1 Information in this Specification, including drawings, shall only be used for tendering this work and for performing a contract, if awarded. Documents and drawings may be copied only for such purposes.
- .2 **VENDOR** and its subcontractors and suppliers shall treat information given to **VENDOR** by **PURCHASER** arising under the contract as confidential and shall not divulge such information without **PURCHASER**'s prior written authorization.

CONF

**SPECIFICATION 2007-37034**  
**PART 3 TENDER SUBMITTAL - 4**

A. Schedule of Prices

**PREAMBLE**

**VENDOR** acknowledges that the unit prices as entered in this Form of Tender do not include the Harmonized Sales Tax and shall be the full inclusive value of **WORK** described including provision for payment of all duties and other taxes in strict accordance with relevant laws.

The quantities stated are only estimates and the unit prices entered in this Form of Tender shall apply to the actual quantities required for and measured in the completed work in accordance with the Specification.

**VENDOR** acknowledges that **PURCHASER** reserves the right to delete the requirements for any or all of the Optional Items 046 to 075, in **PURCHASER**'s sole discretion, prior to acceptance of Tender, and the contract award shall be in the amount of the Total Tendered Price adjusted by the amount of such deleted items.

**A. 2008 WORK**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<u>LEVEL 1 Repairs</u>					
001	0-9 HP Class, LVL1, 2008	ea	10	\$ 100 <sup>00</sup>	\$ 1000 <sup>00</sup>
002	10-39 HP Class, LVL1, 2008	ea	4	\$ 125 <sup>00</sup>	\$ 500 <sup>00</sup>
003	40-69 HP Class, LVL1, 2008	ea	2	\$ 160 <sup>00</sup>	\$ 320 <sup>00</sup>
004	70-99 HP Class, LVL1, 2008	ea	2	\$ 185 <sup>00</sup>	\$ 370 <sup>00</sup>
005	100-200 HP Class, LVL1, 2008	ea	2	\$ 225 <sup>00</sup>	\$ 450 <sup>00</sup>
<u>LEVEL 2 Repairs</u>					
006	0-9 HP Class, LVL2, 2008	ea	10	\$ 100 <sup>00</sup>	\$ 1000 <sup>00</sup>
007	10-39 HP Class, LVL2, 2008	ea	6	\$ 125 <sup>00</sup>	\$ 750 <sup>00</sup>
008	40-69 HP Class, LVL2, 2008	ea	4	\$ 160 <sup>00</sup>	\$ 640 <sup>00</sup>
009	70-99 HP Class, LVL2, 2008	ea	2	\$ 335 <sup>00</sup>	\$ 670 <sup>00</sup>
010	100-200 HP Class, LVL2, 2008	ea	2	\$ 375 <sup>00</sup>	\$ 750 <sup>00</sup>
<u>LEVEL 3 Repairs</u>					
011	0-9 HP Class, LVL3, 2008	ea	10	\$ 190 <sup>00</sup>	\$ 1900 <sup>00</sup>
012	10-39 HP Class, LVL3, 2008	ea	6	\$ 300 <sup>00</sup>	\$ 1800 <sup>00</sup>
013	40-69 HP Class, LVL3, 2008	ea	4	\$ 940 <sup>00</sup>	\$ 3760 <sup>00</sup>
014	70-99 HP Class, LVL3, 2008	ea	2	\$ 1050 <sup>00</sup>	\$ 2100 <sup>00</sup>
015	100-200 HP Class, LVL3, 2008	ea	1	\$ 2500 <sup>00</sup>	\$ 2500 <sup>00</sup>

**A. SUBTOTAL TENDERED PRICE =**  
(2008 Work) \$ 18,510<sup>00</sup>

**B. 2009 WORK**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<u>LEVEL 1 Repairs</u>					
016	0-9 HP Class, LVL1, 2009	ea	10	\$ <u>100<sup>00</sup></u>	\$ <u>1000<sup>00</sup></u>
017	10-39 HP Class, LVL1, 2009	ea	4	\$ <u>125<sup>00</sup></u>	\$ <u>500<sup>00</sup></u>
018	40-69 HP Class, LVL1, 2009	ea	2	\$ <u>160<sup>00</sup></u>	\$ <u>320<sup>00</sup></u>
019	70-99 HP Class, LVL1, 2009	ea	2	\$ <u>185<sup>00</sup></u>	\$ <u>370<sup>00</sup></u>
020	100-200 HP Class, LVL1, 2009	ea	2	\$ <u>225<sup>00</sup></u>	\$ <u>450<sup>00</sup></u>
<u>LEVEL 2 Repairs</u>					
021	0-9 HP Class, LVL2, 2009	ea	10	\$ <u>100<sup>00</sup></u>	\$ <u>1000<sup>00</sup></u>
022	10-39 HP Class, LVL2, 2009	ea	6	\$ <u>125<sup>00</sup></u>	\$ <u>750<sup>00</sup></u>
023	40-69 HP Class, LVL2, 2009	ea	4	\$ <u>160<sup>00</sup></u>	\$ <u>640<sup>00</sup></u>
024	70-99 HP Class, LVL2, 2009	ea	2	\$ <u>335<sup>00</sup></u>	\$ <u>670<sup>00</sup></u>
025	100-200 HP Class, LVL2, 2009	ea	2	\$ <u>375<sup>00</sup></u>	\$ <u>750<sup>00</sup></u>
<u>LEVEL 3 Repairs</u>					
026	0-9 HP Class, LVL3, 2009	ea	10	\$ <u>190<sup>00</sup></u>	\$ <u>1900<sup>00</sup></u>
027	10-39 HP Class, LVL3, 2009	ea	6	\$ <u>300<sup>00</sup></u>	\$ <u>1800<sup>00</sup></u>
028	40-69 HP Class, LVL3, 2009	ea	4	\$ <u>940<sup>00</sup></u>	\$ <u>3760<sup>00</sup></u>
029	70-99 HP Class, LVL3, 2009	ea	2	\$ <u>1050<sup>00</sup></u>	\$ <u>2100<sup>00</sup></u>
030	100-200 HP Class, LVL3, 2009	ea	1	\$ <u>2500<sup>00</sup></u>	\$ <u>2500<sup>00</sup></u>

**B. SUBTOTAL TENDERED PRICE =**  
(2009 Work) \$ 18,510<sup>00</sup>

**C. 2010 WORK**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<u>LEVEL 1 Repairs</u>					
031	0-9 HP Class, LVL1, 2010	ea	10	\$ <u>105<sup>00</sup></u>	\$ <u>1050<sup>00</sup></u>
032	10-39 HP Class, LVL1, 2010	ea	4	\$ <u>130<sup>00</sup></u>	\$ <u>520<sup>00</sup></u>
033	40-69 HP Class, LVL1, 2010	ea	2	\$ <u>170<sup>00</sup></u>	\$ <u>340<sup>00</sup></u>
034	70-99 HP Class, LVL1, 2010	ea	2	\$ <u>195<sup>00</sup></u>	\$ <u>390<sup>00</sup></u>
035	100-200 HP Class, LVL1, 2010	ea	2	\$ <u>235<sup>00</sup></u>	\$ <u>470<sup>00</sup></u>
<u>LEVEL 2 Repairs</u>					
036	0-9 HP Class, LVL2, 2010	ea	10	\$ <u>105<sup>00</sup></u>	\$ <u>1050<sup>00</sup></u>

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## PART 3 TENDER SUBMITTAL - 6

037	10-39 HP Class, LVL2, 2010	ea	6	\$ 132 <sup>00</sup>	\$ 792 <sup>00</sup>
038	40-69 HP Class, LVL2, 2010	ea	4	\$ 170 <sup>00</sup>	\$ 680 <sup>00</sup>
039	70-99 HP Class, LVL2, 2010	ea	2	\$ 352 <sup>00</sup>	\$ 704 <sup>00</sup>
040	100-200 HP Class, LVL2, 2010	ea	2	\$ 395 <sup>00</sup>	\$ 790 <sup>00</sup>

LEVEL 3 Repairs

041	0-9 HP Class, LVL3, 2010	ea	10	\$ 200 <sup>00</sup>	\$ 2000 <sup>00</sup>
042	10-39 HP Class, LVL3, 2010	ea	6	\$ 315 <sup>00</sup>	\$ 1890 <sup>00</sup>
043	40-69 HP Class, LVL3, 2010	ea	4	\$ 1030 <sup>00</sup>	\$ 4120 <sup>00</sup>
044	70-99 HP Class, LVL3, 2010	ea	2	\$ 1160 <sup>00</sup>	\$ 2320 <sup>00</sup>
045	100-200 HP Class, LVL3, 2010	ea	1	\$ 2750 <sup>00</sup>	\$ 2750 <sup>00</sup>

C. SUBTOTAL TENDERED PRICE =  
(2010 Work)

\$ 19,866<sup>00</sup>

Optional Item (Subject to deletion in PURCHASER's sole discretion).

**D. 2011 WORK**

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
<u>LEVEL 1 Repairs</u>					
046	0-9 HP Class, LVL1, 2011	ea	10	\$ 105 <sup>00</sup>	\$ 1050 <sup>00</sup>
047	10-39 HP Class, LVL1, 2011	ea	4	\$ 130 <sup>00</sup>	\$ 520 <sup>00</sup>
048	40-69 HP Class, LVL1, 2011	ea	2	\$ 170 <sup>00</sup>	\$ 340 <sup>00</sup>
049	70-99 HP Class, LVL1, 2011	ea	2	\$ 195 <sup>00</sup>	\$ 390 <sup>00</sup>
050	100-200 HP Class, LVL1, 2011	ea	2	\$ 235 <sup>00</sup>	\$ 470 <sup>00</sup>
<u>LEVEL 2 Repairs</u>					
051	0-9 HP Class, LVL2, 2011	ea	10	\$ 105 <sup>00</sup>	\$ 1050 <sup>00</sup>
052	10-39 HP Class, LVL2, 2011	ea	6	\$ 132 <sup>00</sup>	\$ 792 <sup>00</sup>
053	40-69 HP Class, LVL2, 2011	ea	4	\$ 170 <sup>00</sup>	\$ 680 <sup>00</sup>
054	70-99 HP Class, LVL2, 2011	ea	2	\$ 352 <sup>00</sup>	\$ 704 <sup>00</sup>
055	100-200 HP Class, LVL2, 2011	ea	2	\$ 395 <sup>00</sup>	\$ 790 <sup>00</sup>
<u>LEVEL 3 Repairs</u>					
056	0-9 HP Class, LVL3, 2011	ea	10	\$ 200	\$ 2000

057	10-39 HP Class, LVL3, 2011	ea	6	\$ <u>315<sup>00</sup></u>	\$ <u>1890<sup>00</sup></u>
058	40-69 HP Class, LVL3, 2011	ea	4	\$ <u>1030<sup>00</sup></u>	\$ <u>4120<sup>00</sup></u>
059	70-99 HP Class, LVL3, 2011	ea	2	\$ <u>1160<sup>00</sup></u>	\$ <u>2320<sup>00</sup></u>
060	100-200 HP Class, LVL3, 2011	ea	1	\$ <u>2750</u>	\$ <u>2750<sup>00</sup></u>

**D. SUBTOTAL TENDERED PRICE** = \$ 19,866<sup>00</sup>  
(2011 Work)

Optional Item (subject to deletion in **PURCHASER's** sole discretion).

**E. 2012 WORK**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
<u>LEVEL 1 Repairs</u>					
061	0-9 HP Class, LVL1, 2012	ea	10	\$ <u>110<sup>00</sup></u>	\$ <u>1100<sup>00</sup></u>
062	10-39 HP Class, LVL1, 2012	ea	4	\$ <u>135<sup>00</sup></u>	\$ <u>540<sup>00</sup></u>
063	40-69 HP Class, LVL1, 2012	ea	2	\$ <u>180<sup>00</sup></u>	\$ <u>360<sup>00</sup></u>
064	70-99 HP Class, LVL1, 2012	ea	2	\$ <u>205<sup>00</sup></u>	\$ <u>410<sup>00</sup></u>
065	100-200 HP Class, LVL1, 2012	ea	2	\$ <u>250<sup>00</sup></u>	\$ <u>500<sup>00</sup></u>
<u>LEVEL 2 Repairs</u>					
066	0-9 HP Class, LVL2, 2012	ea	10	\$ <u>110<sup>00</sup></u>	\$ <u>440<sup>00</sup></u> <sup>1,100<sup>00</sup></sup>
067	10-39 HP Class, LVL2, 2012	ea	6	\$ <u>135<sup>00</sup></u>	\$ <u>810<sup>00</sup></u>
068	40-69 HP Class, LVL2, 2012	ea	4	\$ <u>180<sup>00</sup></u>	\$ <u>720<sup>00</sup></u>
069	70-99 HP Class, LVL2, 2012	ea	2	\$ <u>370<sup>00</sup></u>	\$ <u>740<sup>00</sup></u>
070	100-200 HP Class, LVL2, 2012	ea	2	\$ <u>415<sup>00</sup></u>	\$ <u>830<sup>00</sup></u>
<u>LEVEL 3 Repairs</u>					
071	0-9 HP Class, LVL3, 2012	ea	10	\$ <u>210<sup>00</sup></u>	\$ <u>2100<sup>00</sup></u>
072	10-39 HP Class, LVL3, 2012	ea	6	\$ <u>330<sup>00</sup></u>	\$ <u>1980<sup>00</sup></u>
073	40-69 HP Class, LVL3, 2012	ea	4	\$ <u>1135<sup>00</sup></u>	\$ <u>4540<sup>00</sup></u>
074	70-99 HP Class, LVL3, 2012	ea	2	\$ <u>1270<sup>00</sup></u>	\$ <u>2540<sup>00</sup></u>
075	100-200 HP Class, LVL3, 2012	ea	1	\$ <u>2890<sup>00</sup></u>	\$ <u>2890<sup>00</sup></u> <sup>21,160<sup>00</sup></sup>

**E. SUBTOTAL TENDERED PRICE** = \$ 20,170<sup>00</sup>  
(2012 Work)

**TOTAL TENDER PRICE** = \$ 96,922<sup>00</sup>  
(Sum of Subtotals A-E, excluding HST) 97,912<sup>00</sup>

**SPECIFICATION 2007-37034**  
**PART 3 TENDER SUBMITTAL - 8**

[REDACTED]

VENDOR's Name (please print)

(GST/HST Registration Number)

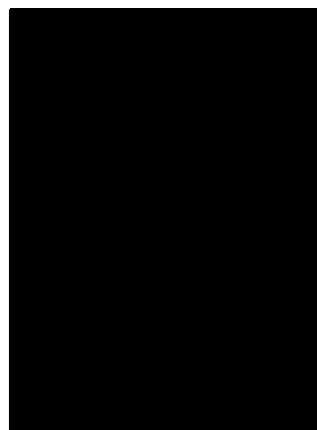
[REDACTED]

[REDACTED]

Signature

Dated at

[REDACTED] this 10 day of December 2007



**B. Union Affiliations**

List below the names of Trade Unions with which **VENDOR** and its proposed Subcontractors have associations, agreements and affiliations. If no associations, agreements or affiliations, so state:

	<u>Name of Union and Nature of Agreement</u>	<u>Expiry Date of Agreement</u>
<b>VENDOR:</b>	<hr/>	<hr/>
	<hr/>	<hr/>
<b>Subcontractor:</b>	<hr/>	<hr/>
	<hr/>	<hr/>

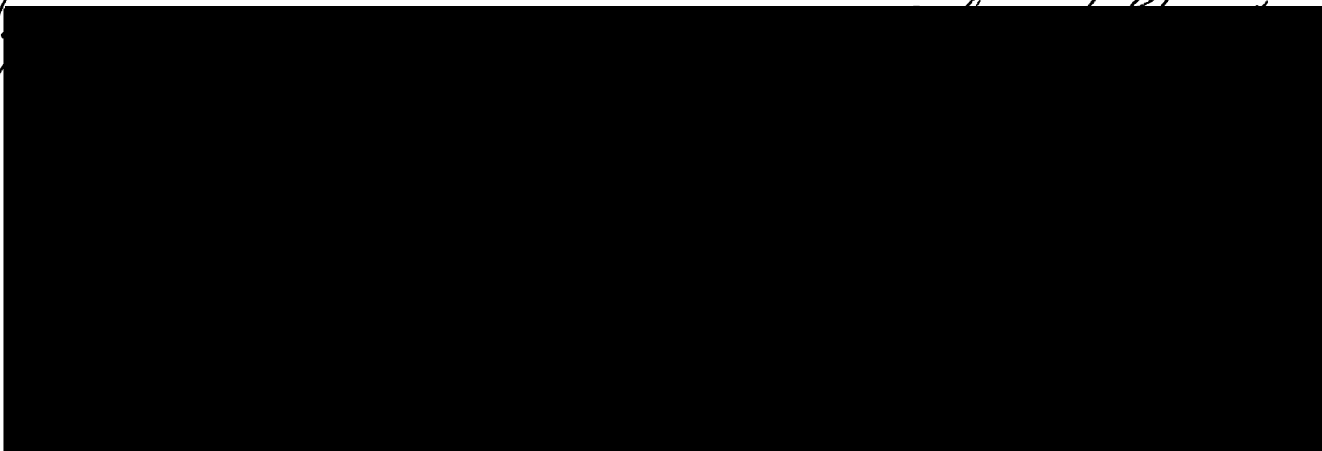
**C. Previous Experience**

List experience on work similar to that being tendered.

A large black rectangular redaction box covering the entire area where previous experience would be listed.

**D. Contact Information for Emergency Repairs**

List contact names and telephone numbers of **VENDOR's** personnel to schedule emergency repairs to motors outside of working hours.

A large black rectangular redaction box covering the entire area where contact information would be listed. There are some handwritten marks above the redaction.

# **1. GENERAL**

Time is of the essence.

An incomplete, conditional, unbalanced, obscure, altered or irregular tender may be rejected. Tender may be rejected for failure to provide specifications or catalogue information, or both, for a product offered as an equivalent.

Tenders shall be irrevocable for the tender validity period, and the lowest or any Tender or part thereof will not necessarily be accepted.

Written Addenda will be used to amend or clarify tendering Specifications.

Agreement includes Purchase Order, these Terms and Conditions, Specifications, Drawings and **VENDOR's** Tender, with document precedence in the order named.

**PURCHASER** means the issuer of the Purchase Order and includes its agents. It may also be referred to as **HYDRO** or **CF(L)Co**, whichever is applicable.

**VENDOR** means the **VENDOR** named on the Purchase Order and includes its subcontractors and agents.

**GOODS** means supply of specified manufactured articles.

**WORK** means supply of specified labour, equipment, materials, **GOODS** and services.

**WORK SITE** means all places where **WORK** is to be performed.

Communications and documentation shall be in English.

Measurement units shall comply with Specifications.

**WORK** shall be governed by the laws of Newfoundland and Labrador and any action or proceeding arising from the Work shall be determined exclusively by a court in Newfoundland and Labrador.

Agreement binds and benefits both parties, successors and permitted assigns.

# **2. TENDER EVALUATION**

Evaluation will be based on total analysis including, but not limited to, price, quality, delivery, **TENDERER's** past performance and its ability to meet Specifications, and legal, technical and financial considerations relevant to cost-effective delivery.

If no tender meets Specifications, tenders may be evaluated on the basis of that which most closely meets Specifications and is most cost-effective.

# **3. PRICING AND PAYMENT TERMS**

Prices should be in Canadian currency, payable at par in St. John's, Newfoundland. Unless otherwise provided in Specifications, payment shall be net thirty (30) days from invoice date, subject to receipt of **GOODS** in apparent proper working condition and free from defects.

**VENDOR's** acceptance of final payment, releases **PURCHASER** from claims of and liability to **VENDOR** for **PURCHASER's** acts, omissions or neglect. Invoices shall separately identify the amounts of federal GST/HST.

# **4. PURCHASE ORDER CHANGES**

Changes shall be made by duly authorized written Change Order.

# **5. GOODS AND EQUIVALENTS**

**GOODS** shall meet Specifications, be of standard proven contemporary design (not prototype) and be new, unless otherwise approved by **PURCHASER** in writing. Equivalents approved by **PURCHASER** in writing are acceptable.

# **6. DELIVERY**

**VENDOR** shall arrange design, manufacturing and shipping so that **GOODS** or components thereof shall arrive at F.O.B. Point in accordance with the date stipulated. Delivery occurs when **PURCHASER** signs for receipt.

# **7. SHIPPING AND INSURANCE**

**VENDOR** shall adequately protect **GOODS** against damage until delivery, and bear costs of loss or damage. Itemized packing slip shall accompany each shipment. **VENDOR** shall provide insurances as per Specifications.

# **8. ENVIRONMENTAL PROTECTION**

**PURCHASER** uses an Environmental Management System (EMS) registered to the ISO 14001 Standard. **PURCHASER** has an environmental policy that commits to compliance with legal and other requirements, prevention of pollution and continual improvement. **VENDOR** must be aware of potential environmental impacts of **GOODS** or **WORK** provided. **VENDOR** shall protect the environment of the areas where the **WORK** is located. **WORK** shall be subject to inspection by **PURCHASER** and relevant provincial and federal governments. Specific matters relating to environmental protection shall be dealt with between **VENDOR** and **PURCHASER**.

# **9. HAZARDOUS OR CONTROLLED PRODUCTS**

**VENDOR** shall not deliver or use a hazardous or controlled product as defined by the Hazardous Products Act unless such product has a WHMIS label attached and is supplied with a Material Safety Data Sheet (MSDS).

**VENDOR** shall inform workers of all information concerning use, storage and handling of, or working in proximity to, hazardous or controlled products.

# **10. PERMITS**

Unless otherwise provided for in Specifications, **VENDOR** shall obtain and pay for all permits and licences and shall give all notices necessary or required for lawful performance of **WORK**.

# **11. WORKER'S COMPENSATION**

If applicable, prior to starting work, **VENDOR** shall provide a Letter of Good Standing from the Workplace Health, Safety and Compensation Commission.

# **12. WORKMANSHIP**

**VENDOR** shall employ competent and skilful workers and provide best workmanship.

# **13. SAFETY AND HEALTH**

**VENDOR** shall comply with legislated occupational health and safety requirements, and any **PURCHASER** specified additional requirements.

# **14. INSPECTION AND ACCEPTANCE**

**GOODS** shall be subject to inspection and test by **PURCHASER** during manufacture, if specified, and upon delivery, if specified. If Specifications are not met, **GOODS** may be rejected and returned at **VENDOR's** expense.

# **15. TITLE AND WARRANTY**

**VENDOR** shall provide **PURCHASER** with good and clear title to **GOODS** and shall indemnify and save harmless **PURCHASER** from and against any and all claims, damages, loss, costs and expenses arising from any title dispute.

Unless otherwise specified in the Specifications, **GOODS** shall be guaranteed as to compliance with Specifications for a period of twelve (12) months following **PURCHASER's** acceptance. **VENDOR** agrees to promptly remedy defects and deficiencies and to restore **GOODS** to satisfactory operating condition, and including freight charges, all without cost to **PURCHASER**. Restored parts of **GOODS** shall be guaranteed for a further period equal to the original guarantee period and commencing from date of restoration. This guarantee shall be in addition to **PURCHASER's** other rights.

# **16. PATENTS**

**VENDOR** shall indemnify and save harmless **PURCHASER** from all claims, costs and damages arising from **PURCHASER's** use of **GOODS** provided by **VENDOR** resulting from or contributed to by infringement, or alleged infringement, upon any patent, trademark or copyright.

# **17. PERFORMANCE**

**VENDOR** shall perform **WORK** as an independent **VENDOR** and not as an employee or agent of **PURCHASER**.

# **18. SUBCONTRACTS AND ASSIGNMENTS**

**VENDOR** shall not assign this order and shall supply **GOODS** and render invoice, unless otherwise authorized by **PURCHASER**. **VENDOR** shall be responsible for payment of all assessments for levies relating to **WORK** performed by employees, agents or subcontractors of **VENDOR**.

# **19. NO WAIVER**

Agreement provisions may only be waived by **PURCHASER**, in writing.

# **20. DUTIES AND TAXES**

Tendered prices shall include all duties and taxes except federal GST/HST. Unless otherwise provided for in Specifications, **PURCHASER** will be the importer of record.

If applicable, Non-Resident Withholding Tax will apply, unless **VENDOR** has provided a waiver from CCRA.

# **21. FORCE MAJEURE**

Neither party to the contract shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure. "Force Majeure" means acts of God, acts of public enemies, acts of a competent governmental authority and includes any other cause which could not have been avoided by the exercise of reasonable human foresight and skill.

# **22. TERMINATION**

**PURCHASER** shall have the right, in its sole discretion, upon written notice to **VENDOR**, to terminate the contract in whole or in part without being subject to a claim for damages for such termination.

**VENDOR's** obligations as to **WORK** performed and bona fide obligations assumed prior to termination shall continue after termination; and as full compensation, **VENDOR** will be paid for **WORK** performed to **PURCHASER's** satisfaction prior to termination and cancellation expenses judged necessary by **PURCHASER**. Total payments shall not exceed the Contract Price.

# **23. MECHANICS' LIEN ACT**

Prior to release of any Mechanics' Lien holdback, if required, **VENDOR** shall provide a Release from All Liabilities in a form acceptable to **PURCHASER**.



## NEWFOUNDLAND & LABRADOR HYDRO

Supply Chain: St. John's, Newfoundland P.O. Box 12400 A1B 4K7  
Telephone (709) 737-1335. Fax (709) 737-1795 Website: [www.nlh.nl.ca](http://www.nlh.nl.ca)

### APPENDIX II: CERTIFICATE OF INSURANCE (SAMPLE)

DELIVER TO NEWFOUNDLAND & LABRADOR HYDRO SUPPLY CHAIN, 500 COLUMBUS DRIVE, OR MAIL TO ABOVE ADDRESS

DESCRIPTION & LOCATION OF WORK:

CONTRACT NO.	AWARD DATE:	VALUE (incl. OWNER-FURNISHED MATERIALS) \$
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#### INSURER

NAME:

ADDRESS:

#### BROKER

NAME:

ADDRESS:

#### INSURED

CONTRACTOR'S NAME:

ADDRESS:

#### ADDITIONAL INSURED (Excluding Automobile Liability Policy)

Newfoundland and Labrador Hydro

THIS DOCUMENT CERTIFIES THAT THE FOLLOWING POLICIES OF INSURANCE AND INDICATED COVERAGES ARE AT PRESENT IN FORCE SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS AS CONTAINED THEREIN COVERING THE OPERATIONS OF THE INSURED IN CONNECTION WITH THE ABOVE NOTED CONTRACT MADE BETWEEN THE NAMED INSURED AND NEWFOUNDLAND & LABRADOR HYDRO

POLICY TYPE	NUMBER	INCEPTION DATE	EXPIRY DATE (Y/M/D)	LIMITS OF LIABILITY
1. <input checked="" type="checkbox"/> Commercial General Liability OR <input type="checkbox"/> Wrap-up Liability Including where indicated: <input type="checkbox"/> Blasting <input type="checkbox"/> Pile Driving or Caisson Work <input type="checkbox"/> Removal or Weakening of Support <input type="checkbox"/> Environmental Impairment <input type="checkbox"/> Forest Fire Fighting Expense (min. \$250,000) <input type="checkbox"/> Hook/Hoist/Rigging (min. \$ )				MINIMUM \$1,000,000.00
2. <input type="checkbox"/> Builders' Risk "Broad Form" OR <input type="checkbox"/> Installation Floater "Broad Form" OR <input type="checkbox"/> Piers, Wharves & Docks Rider				\$100% OF VALUE
3. <input checked="" type="checkbox"/> Automobile Liability Insurance				MINIMUM \$1,000,000.00
4. <input type="checkbox"/> Aircraft and/or Watercraft Liability Insurance (If Applicable)				MINIMUM \$1,000,000.00

THE INSURER AGREES TO NOTIFY NEWFOUNDLAND & LABRADOR HYDRO, IN WRITING, THIRTY (30) DAYS PRIOR TO CANCELLATION OR MATERIAL CHANGE OF ANY POLICY, EXCEPT IN THE EVENT OF NON-PAYMENT WHERE POLICY CONDITIONS DEALING WITH TERMINATION WILL APPLY.

NAME (print):	SIGNATURE:	DATE
INSURER'S OFFICER OR AUTHORIZED REPRESENTATIVE		TEL. NO.

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF NEWFOUNDLAND & LABRADOR HYDRO TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES UPON REQUEST.

Page	1/1
Date	10/31/2011
Customer	NFLHY/SJ
Invoice Number	INV000074560
Terms	Net 30 days
HST #	R101603603

Bill To	NF Hydro P.O. Box 12400 St. John's, NL A1A 2X8	Site	NF Hydro P.O. Box 12400 St. John's, NL A1A 2X8
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Customer PO Number	Document Number	Date of Order	Date Comp.	Due Date	Shipped Via
	79886	10/11/2011	10/19/2011	11/30/2011	EMS

Code / Description	Quantity	Price		Ext
20hp DC motor - Disassemble and overhaul motor. Skim and undercut com. Steam clean, dip and bake. Sleeve worn endbell. Assemble with new bearings, ran and test OK. Delivery receipt #320104				
REW Labour Motor	1.00	2,920.00		2,920.00

Newfoundland & Labrador Hydro  
Hydroelectric Generating Plant  
Verification of Invoice

Date Received: \_\_\_\_\_

Additions & Extensions Checked: \_\_\_\_\_

Supporting Documents Agreed to Invoice: \_\_\_\_\_

Account Code: 10.1297.6106.2215.302308

Approved By: Paul Woodford

Approved By: Paul Woodford

Date Approved: Jan. 31, 2012

Technician's Name: \_\_\_\_\_

Repair Authorization - \_\_\_\_\_

SubTotal	2,920.00
Tax	379.60
Total Due	3,299.60

Insure your Equipment now with a Maintenance Contract!  
For details & pricing contact our \_\_\_\_\_