Waikoukou
22 Boulcott Street
PO Box 1021
Wellington 6140
New Zealand

+64 4 495 7000
www.transpower.co.nz

Terms and Conditions of Tender

1. Definitions

In these Terms and Conditions, unless the context requires otherwise:

Conforming Tender means a Tender that fully conforms to the requirements of the ITT;

Contract means an agreement between the System Operator and a Tenderer for the supply of Ancillary Service(s);

Deviation means any deviation from the Standard Ancillary Service Procurement Contract as specified by a Tenderer in Tender Response Form A;

Invitation to Tender or **ITT** means the 2025 invitation to tender for the Supply of Ancillary Services issued by the System Operator and includes revisions to, and clarifications of, it. The ITT includes:

(a) a covering letter;

(b) these Terms and Conditions;

(c) a Tender Response Letter and Tender Response Forms A, B, C1, C2 and E; and

(d) the Standard Ancillary Service Procurement Contract;

Non-conforming Tender means a Tender that does not fully conform to the requirements of the ITT;

Standard Ancillary Service Procurement Contract means the standard Ancillary Service Procurement Contract for 2024 contained in the ITT, comprising Part A: Foundation – Ancillary Service Procurement Contract, Part A1: Glossary and Interpretation, Part A2: General Terms, Part B: Appointment of Trading Agent and Ancillary Service Schedules;

Tender means a Tender submitted in response to the ITT and includes revisions to, and clarifications of, previously submitted Tenders;

Tender Closing Time means 5.00 p.m. on Wednesday 5 November 2025;

Tenderer means a person who submits a Tender;

Waikoukou
22 Boulcott Street
PO Box 1021
Wellington 6140
New Zealand

+64 4 495 7000
www.transpower.co.nz

Tender Response Form means a tender response form included with the ITT;

Tender Response Letter means the tender response letter included with the ITT;

Validity Period means the period for which a Tender is capable of acceptance, which begins when the Tender is submitted and ends at 5.00 p.m. on 24 December 2025; and

Any capitalised terms not defined above have the meanings given to them in Part A1: Glossary and Interpretation of the Standard Ancillary Service Procurement Contract or Part 1 of the Electricity Industry Participation Code as in force from time to time, as the case may be.

2. Confidentiality

2.1 The System Operator will treat any information supplied by a Tenderer, or potential Tenderer, to the System Operator in response to the ITT as Confidential Information in accordance with clause 9 of Part A2: General Terms of the Standard Ancillary Service Procurement Contract.

3. Tenderers to inform themselves

3.1 A Tenderer is deemed to have:

(a) examined the ITT and any other information supplied by the System Operator to the Tenderer in connection with the ITT,

(b) considered all risks, contingencies and other circumstances relating to the delivery of the Ancillary Services and included adequate provision in its Tender to manage such risks and contingencies;

(c) undertaken such further investigations as it may consider necessary before submitting any Tender;

(d) document in its Tender all assumptions and qualifications made about the delivery of the Ancillary Services; and

(e) satisfied itself before submitting any of its Tenders as to the correctness and sufficiency of the ITT and such other information.

3.2 Any prices specified in a Tender must allow for all the Tenderer's obligations under the Contract, and all costs, margins and profits involved in performing the Contract.

3.3 The System Operator does not warrant the accuracy or correctness of the ITT or any other information supplied by the System Operator to a Tenderer or potential Tenderer in connection with the ITT.

Waikoukou
22 Boulcott Street
PO Box 1021
Wellington 6140
New Zealand

+64 4 495 7000
www.transpower.co.nz

4. Submission of Tenders

4.1 A Tender must include a completed Tender Response Letter and completed Tender Response Form(s) for the Ancillary Service(s) tendered for. The Tender Response Letter must be signed by a person duly authorised to sign Tenders on behalf of the Tenderer. Tenders from a partnership or joint venture must list the full names and addresses of all parties to the partnership or joint venture and the anticipated duration of the partnership or joint venture. If the Tender Response Letter is only signed by one party to a partnership or joint venture, an authenticated power of attorney executed by each party must be submitted with the Tender.

4.2 Each Tenderer is responsible for ensuring its Tender is received by the System Operator at the email address specified in the ITT cover letter (system.operator@transpower.co.nz) on or before the Tender Closing Time. The subject line of the email must indicate the email contains a Tender for the relevant Ancillary Service(s).

4.3 The System Operator must receive Tenders by the Tender Closing Time. Except under exceptional circumstances, no extension of time by which a Tender must be received will be granted.

4.4 A Tender must be submitted in the following formats:

(a) one electronic copy of the Tender in PDF format (including scanned signatures); and

(b) one electronic copy in Microsoft Word format. The copy must allow for the content of the Tender to be copied to other Microsoft Word documents and edited.

4.5 A Tender will not be deemed as submitted until electronic copies in accordance with paragraphs 4.2 and 4.4 are received by the System Operator at the email address specified in the ITT cover letter.

4.6 All costs and expenses associated with preparing and submitting a Tender (including revisions and clarifications) must be borne by the Tenderer.

4.7 A Tenderer warrants that:

(a) the contents of each of its Tenders (including revisions and clarifications) have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition for the provision of Ancillary Services;

(b) unless otherwise required by law, the contents of each of its Tenders (including revisions and clarifications) have not knowingly been disclosed by the Tenderer, directly or indirectly, to any competitor for the provision of Ancillary Services;

Waikoukou
22 Boulcott Street
PO Box 1021
Wellington 6140
New Zealand

+64 4 495 7000
www.transpower.co.nz

(c) no attempt has been made, or will be made, by the Tenderer to induce any other person to submit, or not to submit, a Tender for the purpose of restricting competition for the provision of Ancillary Services; and

(d) subject to any revision, clarification or withdrawal of a Tender made in accordance with paragraph 6, the information in each of its Tenders is accurate and complete for the Validity Period.

5. Revision and clarification of Tender Documents

5.1 If, before the Tender Closing Time, the System Operator considers:

(a) there is a discrepancy in, or omission from, the ITT;

(b) the intent or meaning of the ITT is unclear;

(c) Conforming Tenders cannot be submitted; or

(d) it is otherwise desirable to revise or clarify the ITT,

the System Operator will notify the necessary revision or clarification in the same manner as the ITT was notified originally. All such revisions and clarifications will become part of the ITT when notified.

5.2 If the System Operator provides any additional information in connection to the ITT to any potential Tenderer, the System Operator will normally notify that information to all potential Tenderers in the same manner as the ITT was notified originally. However, if the System Operator reasonably considers that other potential Tenderers will not be materially disadvantaged if they do not also receive the information, it will be provided only to the potential Tenderer who requested it and not to any other potential Tenderers.

6. Revision, clarification and withdrawal of Tenders

6.1 A Tenderer may revise, clarify or withdraw any of its Tenders at any time before the Tender Closing Time.

6.2 A revision to or clarification or withdrawal of a Tender must be submitted in accordance with paragraphs 4.2 to 4.5. The subject line of the email(s) must identify the Tender being revised, clarified or withdrawn.

6.3 A revision to or clarification or withdrawal of a Tender will not be deemed to have been submitted until an electronic copy is received by Transpower in accordance with paragraph 4.2 and 4.4.

Waikoukou
22 Boulcott Street
PO Box 1021
Wellington 6140
New Zealand

+64 4 495 7000
www.transpower.co.nz

6.4 The System Operator may, at its absolute discretion after the Tender Closing Time, request a Tenderer to provide further information about itself or any of its Tenders.

6.5 The System Operator reserves the right to enter into discussions and/or negotiations with any Tenderer, or potential Tenderer, whether before or after the Tender Closing Time, and may (at the System Operator's absolute discretion) allow any Tender to be revised at any time as a result of such discussions and/or negotiations.

7. Deviations

7.1 A Tenderer may submit a Deviation from the Standard Ancillary Service Procurement Contract in Tender Response Form A.

7.2 A Deviation must not be materially inconsistent with any requirement of the Procurement Plan.

7.3 Without limiting the generality of paragraph 7.2, a Deviation must not have the effect of setting a lesser Performance Standard for an Ancillary Service than the corresponding Performance Standard set out in Appendix A of the Procurement Plan, or of removing any such Performance Standard.

8. Evaluation

8.1 The System Operator may, at its absolute discretion:

(a) accept or reject any Conforming or Non-conforming Tender, regardless of whether or not it is the lowest priced Tender;

(b) accept any number of Tenders; and/or

(c) reject all Tenders,

for the supply of any Ancillary Service.

8.2 The System Operator is not required to give reasons for accepting or rejecting any Tender.

9. Acceptance of Tenders

9.1 A Tender constitutes an offer to supply the Ancillary Service tendered for, which the System Operator may accept on notice to the Tenderer at any time during the Validity Period. If, and only if, the System Operator accepts a Tender, a Contract for the supply of the relevant Ancillary Service will be formed between the System Operator and the Tenderer, the terms

Waikoukou
22 Boulcott Street
PO Box 1021
Wellington 6140
New Zealand

+64 4 495 7000
www.transpower.co.nz

and conditions of which will be those set out in the Standard Ancillary Service Procurement Contract, subject only to the Deviations (if any). The System Operator and the Tenderer will complete formal Contract documents as soon as reasonably practicable after the System Operator accepts the Tender.

9.2 If a Tender is for the supply of more than one Ancillary Service, the Tender constitutes separate offers to supply each Ancillary Service, each of which the System Operator may accept in accordance with paragraph 9.1.

10. Intellectual property rights

10.1 All intellectual property rights in the ITT belong to the System Operator or its third-party licensors.

11. General terms

11.1 Any person, including a Tenderer, who makes any response to the ITT, is deemed to have accepted these Terms and Conditions.

11.2 The System Operator will not be liable to any Tenderer, potential Tenderer, or other person for any breach of these Terms and Conditions, or for any negligence in carrying out the tender process for the supply of Ancillary Services. Nothing contained in these Terms and Conditions, or in the System Operator's relationship with any Tenderer, potential Tenderer, or other person, imposes any duty of care on the System Operator in connection with the tender process for the supply of Ancillary Services.

11.3 Except as set out in these Terms and Conditions, there is no agreement between the System Operator and any Tenderer, potential Tenderer, or other person as to the conduct of the tender process for the supply of Ancillary Services.

11.4 Unless otherwise specified in these Terms and Conditions, all notices must be in writing and sent to:

(a) if the recipient is the System Operator, the relevant System Operator representative specified in the ITT covering letter; or

(b) if the recipient is a Tenderer, the Tenderer's representative specified in the Tender Response Letter.

11.5 Notices must be delivered personally or by courier or sent by pre-paid letter or email. Notices will be deemed to have been issued and received:

(a) if delivered personally or by courier, when delivered;

Waikoukou
22 Boulcott Street
PO Box 1021
Wellington 6140
New Zealand

+64 4 495 7000
www.transpower.co.nz

(b) if sent by pre-paid letter, two Business Days after posting; or

(c) if sent by email, when delivered.

11.6 The laws of New Zealand shall govern the Tender and each Tenderer agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the Tender or the tender process.