

## Tender No. 24/2016 Question & Answers

1. **Question:** Section 5 Note B, “The Contracting Authority reserves the right to extend the contract for an additional period of up to 1 more year, in the same terms of this agreement”. Please confirm that this statement means that the work timeline may be extended due to PUA considerations. No additional scope will be added unless mutually agreed. Correct?

**Answer:** "Extension of the contract for an additional period of up to 1 more year, in the same terms of this agreement", means, it is a right granted to the Authority to extend the term of the agreement, namely the extension of the timeline, with no extra work/services and without extra compensation/payment. There is no derogation from the bidder's side to meet the work or schedule detailed in the agreement, unless prior written approval from the Authority to any execution of schedule changes.

2. **Question:** Section 7 Notes B and C, “signed before an attorney”. In the US signature verification can be completed by a State Notary Public. Is this sufficient?

**Answer:** Yes. Signature verification completed by a State Notary Public is acceptable.

3. **Question:** Section 7 Note D, 1. “The bidder proposed expert must submit two professional reports, as an example...” The reports produced for clients are highly confidential and cannot be shared with 3<sup>rd</sup> parties. We propose providing an introduction and report format to demonstrate depth of experience. Will the PUA accept this?

**Answer:** No. The bidder must submit a professional report. Confidential reports should be submitted to PUA by emitting or blackening, any information which might identify the clients.

4. **Question:** Appendix B Section 4 Note 4.14, “For the avoidance of doubt, the chapters will be submitted according to the PUA professional team guidelines rather than in the order in which they appear in Annex C above.” Is the PUA open to having the consultant provide a time-line and sequence in the tender or is this decision solely made by the PUA?

**Answer:** PUA is open to suggestions regarding time-line and sequence of the chapters, unless the PUA team require to change the time-line or the sequence, if needed. In any case, the Authority's decision will govern, and the consultant will not be entitled to dispute a change in the schedule or order of the chapters, as determined by the Authority.

5. **Question:** On Page 17 there are lines to be completed. I am not exactly clear if this needs to be included in the offer and if so, where.

**Answer:** Indeed there is a requirement to fill in all the places that have lines, and submit it as part of the bid.

6. **Question:** Section 2C: Can you explain in more detail the expected items covered for this part? Our assumption is that PUA likes to understand in more detail what needs to be arranged from a regulatory aspect as well as tarification structure which needs to be arranged to fully benefit from smart meters. From multiple tariffs, energy saving incentives as well as possibilities for residential customers to participate in a residential / flexibility trading market to provide flexibility (either reduce load, or provide generation capacity). Real-live experiences and lessons learned as well as available standards should be taken into account.

**Answer:** Yes. These are more or less the expectations from the work needed.

7. **Question:** Section d2: Can you explain in more detail the expected items covered for this part?

**Answer:** Analyzing the existing system and provide an opinion to weather the current system meet the expectation from a distribution management system in terms of operation, compatibility to IT environment and is the system cost effective based on international experience.

8. **Question:** Section 7D1: The relevant reports may be subject to confidentiality with the respective customers. Would it be possible to submit a redacted report (sections blacked-out)?

**Answer:** Yes.

9. **Question:** Section 10C: The conflict of interest, does it apply to individual employees of the bidder, sections/teams of the bidding company or to the bidding

company as a whole? Also, does it apply to the subjects of this tender only, or to work for utilities regulated by the PUA in general?

**Answer:** Conflict of interest applies to any bidder, the company of the bidder, the employees of the bidder and any entity that has a written settlement of conflict of interest with the bidder. This applies in general and not only in issues related to this tender.

10. **Question:** Appendix B Section 11.1 - Is it correct that the liability of the Consultant is unlimited? Would liability limitations be accepted, since unlimited liability it not acceptable in line with our T&C?

**Answer:** liability under this section shall be limited to up to 2 times the total possible consideration of the contract.