

Northern Ireland Authority for Utility Regulation (NIAUR) Technical and Financial Consultancy support for Northern Ireland Electricity (NIE) Transmission & Distribution (T&D) Price Control (RP5)

OJEU Reference: 2010/S110-167235
NIAUR Contract Reference: CON/03/10

Questions & Answers – Set 1
24 June 2010

- Q1. A Tenderer asked for clarification of whether NIAUR is prepared to agree changes to its standard T&Cs. The Tenderer made reference to there being no cap on the contractor's liability to the Authority. The Tenderer would not be able to contract to work for NIAUR without some sort of a cap which may be a multiple of fees (notwithstanding their insurance policies). The Tenderer noted that this is standard in other public sector contracts.
- A1. Regarding clause 28 of NIAUR Terms & Conditions, unfortunately NIAUR are not in a position to change the content. The content of this clause is in line with Northern Ireland public procurement guidelines. A contractor is required to maintain a level of professional indemnity which they feel is adequate for the contract.
- Q2. A Tenderer asked if the tender be submitted for any combination of 1 or more sub lots including a mixture of sub-lots from the two main lots (providing that the complete services in each sub-lot is tendered for)
- A2. The Tender can be submitted for any combination of 1 or more sub lots including a mixture of sub-lots from the two main lots (providing that the complete services in each sub-lot is tendered for).
- Q3. The Tenderer asked NIAUR to confirm that section 34 does not preclude them from providing engineering consultancy to NIE alongside this NIAUR framework providing that they have sufficient corporate procedures in place to prevent a conflict of interest.
- A3. Clause 34 of the Terms & Conditions does not preclude a Tenderer from providing engineering consultancy to NIE alongside this NIAUR framework providing that the Tenderer has sufficient corporate procedures in place to prevent a conflict of interest. However, the Tenderer should provide adequate detail in their Tender of how they would propose to assure the Utility Regulator that any conflict of interest would not arise.

- Q4. The Tenderer noted that the worked example, Part 5 section B, shows scaled reductions based on duration. The Tenderer asked NIAUR for confirmation of whether this template is required to accompany the schedule of rates.
- A4. The worked example in Part 5 Section B is not required to accompany the schedule of rates. Please take the principles of the worked example into consideration when preparing the pricing schedule.
- Q5. The Tenderer asked if other reduction frameworks would be considered.
- A5. Other reduction frameworks will not be considered.
- Q6. The Tenderer asked NIAUR to confirm that the intention is that tenders should contain a full project cost for each Sub-lot using the pricing schedule templates (Fees and expenses) in section 5 with a separate set of cost templates completed for each sub-lot; With the intention that these will then form the “Ultimate price”. Is this “Ultimate Price” the same as the “Maximum Price” that is also referred to in the RFP documentation.
- A6. Tenderers should use the pricing schedule templates in section 5 for each sub-lot. For example, if bidding for three different sub-lots, separate pricing schedules should be completed for each individual subplot. The ‘ultimate’ is the same as the ‘maximum’ cost and refers to the sum of all costs including expenses.