

**Participant questions and Contracting Entity answers concerning the PPA tender for Control Panels
which has been published on Central address on 02.10.2013 under number 368477**

Questionaries' report no. 2 published on Nov 08, 2013

Question No 1

Annex C – RWE Design Proposal indicates that the reservoir is desired on the bottom. Is this a requirement or only a suggestion? We prefer side mounting of the reservoir in order to allow positive flow to the pump – would that be acceptable?

Answer No. 1

It is our suggestion. Your proposal will be also acceptable, but there must be good access to the reservoir.

Question No. 2

Annex 1 – Technical Specification indicates the requirement for the QUIT to be push type. In our proposed design, we currently have a pull and pin instead of push in order to save cabinet space/extra valves. Please advice if this could be acceptable.

Answer No. 2

Pull type is also acceptable.

Question No. 3

Annex 1 – Technical Specification indicates the requirement for the accumulator to be bladder type. To save cabinet space, it is proposed to use piston type accumulator. Please advise if that will be acceptable.

Answer No. 3

We require bladder type.

Question No. 4

Annex 2 – Contract for Supplies Rev 1, Section 6, Clause 6.2 indicates the requirement for 36 months warranty. Could you please advise if normal terms of 18 months from delivery / 12 months from installation would be acceptable?

Answer No. 4

Requirement on warranty 36 months for material is unchangeable.

Question No. 5

We are currently struggling to get internal legal approval for the contract liability clause as it is worded in Annex 2 Section 8 Clause 8.3. Therefore, can we ask that you re-word this clause as follows: *“The Supplier shall compensate the Buyer for any damages regardless and in addition to the amount of any paid contractual penalties as set forth in this Clause 7 of the Contract for Supplies if and to the extent that the actual damages suffered exceed the amount of the contractual penalties agreed.*

Notwithstanding anything to the contrary contained herein, the total liability of Seller with respect to any claims under this Contract regardless of cause of such claims shall not in the aggregate exceed the value of the Contract and Buyer shall indemnify Seller for direct damages in excess thereof. Notwithstanding anything to the contrary contained herein neither party shall be liable for the other party lost profit.”

We assume such change will be acceptable as it is exactly the same wording as it was used by RWE Gas Storage in the previous PPA tenders that we were involved in (e.g. tender for gate valves last year). Otherwise we unfortunately wouldn't be able to sign the contract due to our internal regulations.

Answer No. 5

The limitation is set to 100 % as it is in clause as written in article 8.3 of the contract, this was discussed with other participants and it seems to us as market standard. If the bid will not include the signed contract by responsible person it will lead to exclusion of the bid.

Question No. 6

We would like to ask a clarification with regards to payment terms specified in the contracts for both of the tenders. It is specified that the payment terms would be 60 days after invoice receipt as per the Clause 7.3.1 in the Contract; in Section 7.3.4 it is specified that the payment is 100% of contract value paid in advance (or 80%/20% split for Control Panels contract). Then, in Section 7.3.6 there's an early payment based discount schedule. Is our understanding correct that you propose Supplier to invoice 100% of sales value of the contract as pre-payment with the invoice maturity of 60 days? And then the services will be invoiced upon delivery also with 60 days payment terms? Also, we assume that it will be up to Supplier to accept early payment option with discount or keep the 60 days payment terms with 0% discount? Could you please confirm if our understanding of the contract payment terms is correct?

Answer No. 6

The Contracting Entity intent to have two options for payment one as advance payment against bank guarantee and second as payment after delivery and choice of variant will be subject to each individual order.

Allowance is not a subject of decision by Participant, but by Contracting Entity, which will decide when will be invoice paid and according the period it will be deducted for certain percentage as describe in Annex 2 point 7.3.7

Question No. 7

In the technical specification you mentioned, that volume of accumulator is minimum 5 liters or more and it should be installed for minimization of pulsation. It must be by bladder type and equipped by valve "block and bleed".

Question: Should it be also used as energy accumulator - for example if black out happened then accumulated energy should cover for opening SSV and SCSSV. If this is the case the volume of accumulator should be at least 10 l.

Answer No. 7

No, accumulator will be used for pulsation dumping. Energy accumulator It will not be used for opening SSV and SCSSV, in case of black out (for example).

Question No. 8

In Annex D of TS is not specified Accumulator on schema. Where it should be placed, are there any requirements?

Answer No. 8

The place where accumulator will be placed is a matter of technical design of each producer (participant) and it is up to his decision.

Accumulator must be placed inside cabinet.

Question No. 9

It is not set hydraulic pressure in „fusible loop“, which cover equipment in case of fire. Can you specify the hydraulic pressure?

Answer No. 9

Low pressure circuit.