Belgrade, 19/01/2016

**CONTRACTING AUTHORITY’S CLARIFICATIONS No. 2**

**"NOx emission reduction at the TPP Nikola Tesla Unit A4"**

**Publication ref: EuropeAid/137765/IH/WKS/RS**

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| **No.** | **Question** | **Answer** |
|  | Please, provide a precise element analysis of coal of worst calorific value specified in the tender (Hd = 6280 kJ/kg). | As part of the tender documentation, End Recipient has already made available all the official data in its possession, regarding the coal characteristics (point 4.1 Chemical composition of coal in „raw” condition (p. 13/47, Volume. 3)). |
|  | Please, provide a precise element analysis of coal of best calorific value specified in the tender (Hd = 8800 kJ/kg). | Please refer to answer No.1 |
|  | Please, add the nitrogen quantity for the coal design and modify the analysis so that it complies with the specified calorific value (Hd = 6700 kJ/kg). | Please refer to answer No.1 |
|  | Please, complete the coal analysis (design, min, max) with a value of volatile part of combustible Vdaf (%). | Please refer to answer No.1 |
|  | The tender includes just a drawing of mills before reconstruction (Diameter = 3250mm).Please, complete the drawing documentation of mills after their reconstruction in 2011. | Description of the executed mill reconstruction activities, as well as technical parameters of the reconstructed mills are given in Volume 3, point 2.3 “Mill modifications carried out“. The requested drawings are not available. |
|  | Are the mills in present operation provided with a outlet pulverized coal classifier? | There is no classifier. |
|  | What residual water part (%) is included in coal mixture downstream of the mill after reconstruction? | Residual moisture: 15-17% (after milling), data referring to max. mill capacity. |
|  | What minimum output of mills is achieved after reconstruction? | Data not available. |
|  | Please, send us a listing of boiler operation along with displays for the nominal and the minimum output. | "Operational data" requested, are operating parameters changing over time, archived by the Unit A4 control system and will be made available to the successful Tenderer, if requested.  NOTE: Technical data from the unit control system may only be used for information purposes – NOT as designing inputs. |
|  | In the Volume 1/Section 1, page 5/19 in footnote for point 3.6 it is stated that “If the tender includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution.”  Is it required in the bid to submit contracts with subcontractors providing more than 10% of the works? | It is not required to submit contracts with subcontractors at the tendering stage.  Tenderers are required to submit documents requested for subcontractors in the Instructions to tenderers, as well as completed applicable forms contained in Tender Dossier (for this particular issue, please refer to Form 4.6.3.2). |
|  | In the Volume 1/Section 1, page 7/19, in point 10.2 it is required that “If supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached.”  Is it necessary that translation is in the form of certified translation, or it can be translation maid, signed and verified by bidder itself? | Translation does not have to be certified. |
|  | In Volume 1/Section 1, on page 7/19 point 11.1 it is required that “The tender must be signed by a person or persons empowered by power of attorney submitted in accordance with Form 4.3 in Volume 1, Section 4 of the tender dossier.”  If the signatory of the tender is legal representative of the Tenderer, is power of attorney still necessary to be submitted? If so, who should sign that power of attorney (Legal representative for himself)? Should power of attorney be notary verified? | If the tender is submitted by a sole tenderer, evidence showing that the person who signed the tender is the legal representative of the tenderer needs to be submitted excerpt for the official registry as to legal representation of the tenderer is necessary to be submitted.  In case of consortium submitting a tender, the person signing the tender must be duly authorized to do so by all other consortium members. The power of attorney does not have to be verified by a notary. |
|  | In Volume 1/Section 1, on page 12/19, under point 12.3, in the case of Consortium, it is required that “The tender must be signed in a way that legally binds all members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all members.”  In the case of consortium, should power of attorney, issued by consortium members to empower leading member, be notary verified? | The power of attorney does not have to be verified by a notary, but please note that it must empower a natural person and not a legal entity. |
|  | In Volume 1/Section 1 on page 8/19 in third line of point 12.1.1.1 it is written just “Cash flow statements”.  Does this means that bidders should submit cash flow statement? If yes, for which period, is it a statement for the project or statement within accounting report? | Tenderers are required to submit cash flow statements for last three years. |
|  | In Volume 1/Section 1 on page 8/19 in point 12.1.1.1 and in Volume 1/Section 4, in Form 4.2 Organization chart is required.  In the case of Consortium submitting joint bid, should this form be presented as organization chart of each company separately or should be presented as organization of Consortium in whole during the execution of this project? | In case of consortium, this form should be submitted by each consortium member separately. |
|  | In Volume 1/Section 1 on page 8/19 in point 12.1.1.1 following note is given “Note: Provision of the following information/documents (text in italic below) concerning personnel is mandatory only for the contractor, i.e. your tender is not required to comprise following information:  The Contractor shall propose the following personnel, whose complete documentation, details and proof documents (CVs, copies of diplomas/degree and employer`s certificates) shall be submitted to the Contracting Authority after the contract is signed. These personnel must be subject to the approval of Contracting Authority before the commencement date:...” and in Volume 1/Section 4 Form 4.6.1.2 – Staff to be employed on the contract and form 4.6.1.3 – Personal experience of key staff/Curriculum vitae is given.  Since, according to the note in Instruction to bidders, provision of the information about personnel is not mandatory and CVs are not required, and on the other side in the Volume 1, Section 4, form 4.6.1.2 Staff to be employed on the contract and form 4.6.1.3 for Curriculum vitae are given, should the bidders, regardless the note in point 12.1.1.1, submit list of proposed personnel and CV's for the key staff in their bids using given forms? | Please refer to Clarifications No.1 answer No.4. |
|  | In Volume 1/Section 1, on page 9/19 in point 12.1.1.1 it is stated that “Relevant employee (i.e. Site Manager) must possess or being in a position to obtain prior to the commencement date the necessary professional licences as required by the relevant Serbian law on Planning and Construction and other relevant legal provisions.”  Since according to Serbian law on Planning and Construction professional licences are not required for the position of the Site Manager, does Employer requires possession of licences anyway? | Please refer to Clarifications No.1 answer No.8. |
|  | Volume 1/Section 1, on page 9/19 in point 12.1.1.1 “a list of materials and any supplies intended for use in the works, stating their origin” is required.  Is there required form of this list? How detailed this list should be, i.e. should the equipment and materials below 250.000 EUR be listed? | The list is to be supplied in free form, specifying materials and any supplies intended for use in the works, particularly stating the exact country of their origin. |
|  | In Volume 1/Section 1, on page 10/19, in point 12.1.1.1 it is written “Modifications (if any)”  What kind of modifications Employer had in mind here? Are there allowed modifications and if so, which? | Please refer to Clarifications No.1 answer No.7. |
|  | In Volume 1/Section 1 on page 17/19 in point 26.1 and 26.3, requirements regarding bank guarantees for Contract execution are described.  Is it acceptable to submit guarantees from various banks that in the total fulfil the condition of amount required? | Requested guarantees shall be issued by the bank identified in the financial identification form. |
|  | In Volume 2/ Section 3, Particular conditions of the contract, on page 5 following is written  “1.1.6.10 "Eligible Country"  Add a new Sub-Clause 1.1.6.10  “Eligible Country” means a member state of the European Union and other countries which comply with the rule on nationality and origin provided in the IPA Regulation as bellow and in the PRAG.  “Eligible Countries” means all countries eligible for Instrument Pre-Accession Assistance (Council Regulation (EC) No 1085/2006-OJ L 210/82 of 31.07.2006).  1.1.6.12 "Advance Payment Guarantee"  Add a new Sub-Clause 1.1.6.12”  Since in General conditions list is finished on point 1.1.6.9. and in Particular Conditions list is continuing to 1.1.6.10. and 1.1.6.12, is the missing point 1.1.6.11 mistake or that point exists? In the case it exists, please quote it. | We confirm the typing error. Instead of "1.1.6.12" read "1.1.6.11". |
|  | What moment should be considered as Commencement date? Date of signing the contract or some other? | Please refer to Clarifications No.1 answer No.40. |
|  | In Volume 3, Employer’s requirements - Type, specifications, quality, quantity and description of goods, works or services, method of control and ensuring guarantee of quality, time limit for completion, place of execution or delivery of goods and any additional services in point 6. Standards/regulations, on page 15/47 and 16/47 it is said “The Contractor is obliged to ensure implementation of the prescribed conformity assessment procedure in accordance with the prescribed technical requirements, to put a label of conformity on each product (Serbian mark of conformity of products) and to make and publish a written Declaration of Conformity, all in accordance with the Law on technical requirements for products and conformity assessment (Off. Gazette RS no. 36/09) and the Regulation on technical requirements for the design, development and conformity assessment of pressure equipment (Off. Gazette no. 87/2011).  The conformity assessment procedure shall be carried out according to the model G in Appendix III of the Regulation on the technical requirements for the design, development and conformity assessment of pressure equipment.”  Whether Label of conformity on each product according Serbian law is related only to pressure parts, due to the fact that conformity assessment procedure is carried out to the model G? | In line with Volume 3, point 6 “Standards/regulations”, paragraph 3, issuing of the document “Label of conformity” relates to all equipment delivered under the project, not only to pressure parts. |
|  | In Volume 3, Employer’s requirements, in point 7.1.3. Delivery of parts and equipment, on page 23/47, it is written:  “X. Delivery of new reheater 2 is mandatory as follows:  a. In case the calculations and design determine necessary modifications of RH2 the Contractor shall deliver completely new RH2 according to the required technical solution and carry out all modifications requested in technical solution (delivery and dismantling-assembly works).  b. In case the calculation and the design do not require changes to this heating surface, the Contractor is obliged to deliver a completely new RH2 with altered materials in relation to the existing situation, in accordance with the drawing "Sketch of reheater 2 (RH2)." During the major overhaul in 2017 inlet and outlet header of RH2 will be delivered with two armoured connections in a bundle instead of one as stated in the documentation of the boiler Contractor.”  Q: Who is responsible for delivery and erection of SH1 in the area of RH2?  Who is responsible for RH2 headers erection?  When these works are planned to be performed?  What is the responsibility of LNOx Contractor if these works are late? | Under Volume 3, point 2.4. “*Works on boiler heating surfaces which shall be done during overhaul works on boiler in 2017 and which shall be considered when doing calculation of the required boiler plant calculations*“ ) End Recipient plans to perform SH 1 works defined under the point in question. Procurement and works relating to the defined field fall under the obligation of the End Recipient.  End Recipient will perform the procurement, dismantling and erection of RH 2 headers.  Works were planned during the foreseen Unit A4 revitalisation, while activities will be mutually coordinated between the parties involved (see points 1.3 and 1.4, Volume 3)  Please refer to points 1.3 and 1.4 of the Volume 3. |
|  | In Volume 3 - Employer’s requirements, in point 11.3. Conditions for proving performance values, on page 42/47, it is written: “The boiler plant leakage - λ (false air), not less than 20%”  Q: It is written in client specification Vol3 page 42/47 that the false air shall be not less than 20%. Please check and confirm that it is not more than 20%. | We confirm - λ (false air) “not more than 20%”. |
|  | Is it possible to get P&I diagrams of boiler A4? | Preparation of the PID is part of the Tenderer’s obligation (Volume 3, point 7.1.1.5). |
|  | In line with Volume 3 - Employer's requirements, in point 1.3 on page 4, it is foreseen Unit stoppage to take place in the period from April/May 2017. Preparatory works/Commencement day are planned to start 80 days prior to unit stoppage, meaning in February 2017. According to Instruction to tenderers, provisional date for signature of the contract is April 30, 2017. Please clarify. | The diagram provided under point 1.3, Volume 3 is only indicative. Lengths of individual phases (except the total defined unit outage duration of 150 days) depend on the Tenderer. Stoppage date of Unit A4 for the defined overhaul activities is 1 June 2017. |
|  | Regarding Volume 3 - Employer's requirements, section 4.2 – operation parameters, in the Table 3 on the page 14, it is stated that Low heating value of coal will be in the range of 6280-8800kJ/kg during Test on Completion. In the Table 1 (page 13.) this range is 6700+/-670kJ/kg. Please clarify. | Volume 3, table in point “*4.1 Chemical composition of coal in „raw“ condition”,* on the page 14, indicates empirical Low heating values of coal established throughout the previous unit operation. Low heating value of coal indicated ranges from 6280 to 8800 kJ/kg (See NOTE under the table).  Volume 3, Table 1, Note 2, indicated the low heating values of coal of 6700+/-670kJ/kg for which the Contractor is under obligation to meet the guarantee values of parameters indicated in the table in question.  Should the low heating value of coal during guarantee tests deviate from 6700+/-670kJ/kg, under Volume 3, point 11 *Conditions for proving performance values*“, the Contractor will be entitled to apply correction curves in the manner and in the cases defined under the relevant Tender Documentation section. |
|  | In Volume 3 - Employer's requirements, on page 17, section 7.1.1 – Design, calculations and technical documentation, it is quoted: “In the case that the expert control establishes some non-conformities or submits objections to certain parts of the calculations and designs, the Contractor is obliged to adopt those remarks and revise the design in accordance with them and deliver for re-inspection until the final conformation, which may not be longer than the agreed period of the completion of the designs.  Any comments made will be submitted to the Contractor in writing no later than 14 days after the delivery of such part of the calculation or design for the relevant control.”  If Contractor considers that Expert control comments will negatively influence LNOx or boiler performance, and accepts comments, whose responsibility will be possible lack of performance?  Time period for Expert control comments is 14 days per submitted document. If Contract is signed in the beginning of May 2017, Contractor will have, in the best case, 30 days for design preparation before unit outage and start of equipment production. The response period of 14 days is too long having late signing of contract and period for unit outage. Please clarify. | Expert control implies the verification of compliance of developed design with the prescribed standards, regulations and laws of the Republic of Serbia for the relevant field, and it is not related to the technical solution of the Contractor.  The Contractors obligation is, as stated under Volume 6, point 6 “*Standards/regulations*”, to prepare the design in line with any applicable legislation of the Republic of Serbia from the relevant field.  The Contractor has an option to partially deliver the finalised design sections to expert control. Thus, the design preparation would run in parallel with the expert control. As a result, the total time necessary for control would be shorter than in the case when the design is delivered after its full completion. |
|  | Regarding Volume 3 - Employer's requirements, sections 10.2.1.4.4 and 10.2.1.4.5, on page 37, the Contractors is not obliged to clean/refurbish parts or complete Hot Air and Flue Gas ducts which are not included in Technical solution. These ducts cleaning/refurbishment is responsibility of the End recipient. Please clarify. | Cleaning or possible repair of all duct sections (Hot Air and Flue Gas) not being part of the Contractor’s technical solution, fall under the obligations of the End Recipient. |
|  | Regarding Volume 3 - Employer's requirements, section 11.3.a – Conditions for proving performance value, point a) Boiler Efficiency, on page 42, please explain, why correction curves for boiler losses will not be taken into account despite the fact that they are given by requested standard EN 12952-15?  Also, the range of coal LHV given here is 6370-8200kJ/kg, while in the Table 1, Chapter 3, this range is 6700+/-670kJ/kg. Please clarify. | Please refer to Clarifications No.3 answer no 16, for more details about this standard.  End Recipient shall secure coal whose low heating value ranges between 6370 and 8200 kJ/kg for the defined guarantee tests (boiler efficiency). The value achieved by the Contractor has to fall between the indicated values. |
|  | Regarding Volume 3 - Employer's requirements and point 7.1.1.8 on page 22, does End recipient plans to obtain Building permit. If yes, how it will be implemented in given Time frame? | Building permit is not necessary.  End Recipient will obtain the works execution order under Article 145 of the Planning and Construction Law. |
|  | Regarding Volume 3 - Employer's requirements, point 2.4 on page 11, end recipient is planning to replace given heating surfaces, which are not part of this Contract. Also, the mass flow will be increased. We would like to point out that LNOx system will not be the sole thing that can influence existing boiler efficiency. How End recipient plans to distinguish these influences? | End Recipient shall:   * Perform detailed overhaul activities on parts of the plant potentially influencing the boiler efficiency value and thus meet its obligations defined under point 11, Volume 3. * Provide the unit operating parameters defined by HBD for different operating regimes, made available to the Tenderer as part of the Tender Documentation, which serve as input parameters for the Tenderer’s calculations. |
|  | Referring to Volume 3, chapter 5.2, and chapter 7.1.1.5, point 4, please provide few examples of control logic diagrams of DCS Atlas View T-Power. | Please refer to Annex 1 to Clarifications No.2 |
|  | Soot blowers of heating surface cleaning equipment are currently dismantled. Does the End recipient plan to re-install the heating surface cleaning equipment? At which locations and which kind of soot blowers will be installed? Who will be responsible for delivery, installation and commissioning? | Soot blowers (16 pcs. retractable) will be installed during Unit A4 revitalisation, elevations 51 and 53 m.  End Recipient will be responsible for delivery, installation and commissioning of the Soot blowers. |
|  | In tender dossier is lack of:  a) General Conditions (Yellow book, which is published by FIDIC) – is it possible to send us General Conditions in PDF?  b) Could you please send us ‘’Annex II of Particular Conditions’?  c) Lack of these documents means that we cannot refer both to the performance guarantee of the contract and insurance. | As stated in Volume 2, Section 2, FIDIC\_General Conditions, "the Tenderer is deemed to be fully acquainted with and in possession of these FIDIC Conditions of Contract."  Regarding Annex II, please refer Clarifications No.1 answer No.42.  Both performance guarantee of the contract and insurance must be submitted in accordance with the tender dossier. |
|  | We would be very grateful if you could provide us with following data:  a) Electric power  b) Steam:  - Live steam temp.,  - Live steam pressure,  - Live steam flow,  - Live steam temp. upstream and downstream each superheater stage,  - Live steam spay water flow for each stage  - Reheated steam inlet temp.  - Reheated steam outlet temp.  - Reheated steam pressure  - Reheated steam flow  - Reheated steam temp upstream and downstream each superheater stage  - Reheated steam spay water flow for each stage  c) Emissions:  - NOx (direct or reference conditions – what are they)  - O2  - CO (direct or reference conditions – what are they)  d) Temperatures:  - flue gas temp. upstream and downstream LUVO  - flue gas temp. at inlet to recirculation duct  - fuel/gas mixture temp. downstream pulverizer  - air temp upstream and downstream LUVO  - feed water temp.  - feed water pressure  - feed water flow  e) Analysis:  - Fuel detail analyse  - Bottom and fly ash detail analyse (especially LOI)  What is data collection resolution? We would like to receive above data for all loads for the least 3 full load cycles. | Please refer to answer No.9. |
|  | Please confirm if secondary methods (SNCR) for flue gas denitrification are acceptable to offer? | Secondary methods (SNCR) for flue gas denitrification are not acceptable. |
|  | According to Volume 3 – ‘Employer’s requirements’ – point 3.1., page 12: “It will be considered that the plant meets the requirements, set in terms of the emissions limit values (ELV) and the performance values have been achieved, if in accordance with the document Official Gazette RS 6/2016 which completely defines the relevant area,”- We would be grateful if you could send us document Official Gazette RS 60-2016. | The provision of the standards and regulations as stated in the tender dossier is not in the scope of the Contracting Authority responsibility and therefore cannot be provided further more they are public documents which are openly available. |
|  | Referring to the tender dossier, Volume 2 - Section 2 - General Conditions, provisions 14.6 and 14.7, Section 3 - Particular Conditions, provision 14.7 and Section 3 – Annex I, please confirm if it possible to reduce the terms of payment as stated under sub-clause 14.7 of the Particular Conditions and the period stated under sub-clause 14.6 of the General Conditions for issuance of the Interim Payment Certificate by the engineer from 28 days to 7 days or to modify the defined milestones for payments? | Volume 2 - Section 2 - General Conditions, provisions 14.6 and 14.7, Section 3 - Particular Conditions, provision 14.7 and Section 3 – Annex I cannot be altered nor changed considering that they have been publicly tendered.  No alteration of the tendered documents is possible. |
|  | In Volume 2 - Section 3, Particular Conditions, sub-clause 14.7 it is foreseen that “Payment of the amount due in the currency indicated in the Appendix to Tender shall be made into the bank account nominated by the Contractor in any of the Eligible Country.”  Is it possible to receive payments on separate bank accounts? | The Employer shall perform payments of the amount due, in accordance with contract provisions, into one bank account defined by Contractor in Financial Identification Form. |
|  | Referring to the Volume 2, Section 3, Annex II we would like to draw attention that Annex II of Particular Conditions is missing. Please provide missing Annex. | Please refer to Clarifications No.1 answer No.42. |
|  | Reference is Volume 2, Section 2 - General Conditions, sub-clause 9.4 – Failure to Pass Tests on Competition.  No contractual penalties for non-achievement of performance values during the Test on Completion are defined in the tender, but according to sub-clause 9.4 the Employer is entitled to require a price reduction.  Please clarify how you will rate / calculate the corresponding non-achievement / price reduction. | Approach depends on the nature of observed defects as well as subsequent remedial actions taken by the Contractor. For more information about implication of failure to remedy defects observed inter alia at Test on Completion phase, please refer to sub-clause 11.4, point (c) of the General conditions (i.e. Conditions of Contract for Plant and Design–Build for Electrical and Mechanical Works and for Building and Engineering Works Designed by the Contractor, i.e. FIDIC Yellow Book”):  “…. the Employer may (at his option):  (c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.”  If the Contractor fails to remedy any defect or damage within a reasonable time, this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects.  Determinations, if any, fall under scope of the Engineer (sub-clause 3.5). |
|  | In Works Contract Notice, item 22 - Repetition of similar works it is foreseen that “Subsequent to the initial contract from the current tender procedure, new works consisting in the repetition of similar works, up to the estimated EUR 2.500.000 may be entrusted to the initial contractor by negotiated procedure without prior publication of a contract notice, provided the new works are in conformity with the same basic project.”  We assume any further works awarded under this criteria will lead to an extension of time, accordingly. Please confirm. | No, we cannot confirm.  For condition and procedure which can lead to extension of time please refer to sub-clause 8.4 of the Particular and General condition of Contract (FIDIC Yellow Book) |
|  | In regard of Volume 2 - Section 3, Particular Conditions, sub-clause 4.2 - Performance Security and sub-clause 14.9 - Payment of Retention Money, we understand that a 10 % Performance security must be issued at time of contract signing and is valid until the expiry of Defects Notification Period. Additionally a 5% Warranty security should be issued until end of Warranty period, which means in total 15% of Contract Price.  Usually a performance security is only valid until TOC (Test on completion). Please clarify/comment. | Please read carefully sub-clause 4.2 of the Particular condition of Contract.  The Performance Security should be delivered together with the return of the countersigned contract, and shall be valid at all times until Works are executed and completed and until the expiry of the Defect Notification Period.  The Performance Security shall be in accordance with the form annexed in Volume 2 Sector 4 of the Contract.  The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. |
|  | In case of a consortium, is it possible that each Party issue securities for their own scope and percentage of the contract value? | The Contractor shall deliver Securities to the Employer in accordance with contract provisions. The Securities cannot be submitted separately for each Consortium Party. |
|  | Volume 2 - Section 2, General Conditions, sub-clause 5.2 - Contractor's Documents, regarding Engineer's review period, we propose to reduce the review period stated under this sub-clause from 21 days to 7 days because of the tight time schedule of the overall project. Please comment / confirm. | Provisions of the Volume 2 - Section 2, General Conditions, sub-clause 5.2 - Contractor's Documents remain unchanged. |
|  | With reference to Volume 2, Section 2, General Conditions, sub-clause 15.5 - Employer's Entitlement to Termination, we assume that in case of termination of the Contract for convenience by the Employer, the Employer shall return all securities (performance and advance payment) to the Contractor. Please comment / confirm. | The Performance Security shall be returned in accordance with General Conditions, sub-clause 4.2 and 15.5.  The Advance payment security shall be return in accordance with General Conditions, sub-clause 14.2. |
|  | With reference to Volume 2, Section 2, General Conditions, sub-clause 16.4 - Payment on Termination, we assume that in case an advance payment security is still effective at the date of termination the Employer will return beside the performance security the advance payment security, too. Please comment / confirm. | Please refer to answer No.48. |
|  | In Volume 5, Section 5.2 of tender dossier form “List of design documents available” is given.  Do we have to give this paper with our offer? Does “Consultant” mentioned in this document means our company? Please clarify. | Tenderer shall submit and fill in this form in his offer. "Consultant" mentioned in this document means Tenderer. |
|  | Regarding to the FORM 4.6.2.1. – PLANT we do not understand what you mean under “PLANT”? | Under “Plant”, please consider equipment deemed necessary for completion of required works. Corresponding information shall be presented in the Form 4.6.2.1. |
|  | In order to properly prepare the offer we would like to ask you to prolong the deadline for submission of tenders by one month till 23.2.2017. | Deadline for submission of tenders was already extended by means of Corrigendum to Tender Dossier/Contract Notice No.1.  No further extensions of the submission deadline are expected. |
|  | Please provide us data from balance calculation of reconstructed mills: Temperature after classifier, gas flow after classifier per mill (Nm3/s), provided Grinding finenesse 90 µm and 200 µm, Portion of air leakage, O2 content after mill, hot flue gas flow per mill (Nm3/s), primary air flow per mill (Nm3/s). | Mill grinding quality at max. mill capacity:  R200= 43,3-44,2  R90= 62,3-64,31  R500= 23,98-25,07  Residual moisture: 15-17% (after milling), data referring to max. mill capacity.  The parameters regarding amount of FGR to mills by resuction ducts: Data not available.  Volume flow: 170.480-172.870 Nm3/h referring to max. mill capacity  Following parameters:   * Temperature after classifier, * hot flue gas flow per mill (Nm3/s), * primary air flow per mill (Nm3/s),   are operating parameters changing over time, archived by the Unit A4 control system and will be made available to the successful Tenderer, if requested.  NOTE: Technical data from the unit control system may only be used for information purposes – NOT as designing inputs.  Following parameters:   * gas flow after classifier per mill (Nm3/s), * Portion of air leakage, * O2 content after mill,   are not available. |
|  | Regarding to Tender form, Annex 1 'Declaration of honour on exclusion criteria and selection criteria' – VII – Selection criteria please clarify in points a), b), c) what do you mean under “section 8 and 16 of the contract notice”? | Tenderer shall comply with the selection criteria applicable to it individually as provided in the tender specifications. Please refer to the Contract Notice, section 8, Eligibility and rules of origin, and section 16, Selection criteria. |
|  | Regarding to Tender form, Annex 1 'Declaration of honour on exclusion criteria and selection criteria' please clarify why is in points III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person, IV – Grounds for rejection from this procedure and VII – Selection criteria used in table marking N/A? | The Declaration of honour on exclusion criteria and selection criteria contained in the Tender Dossier is prepared according to the official template form provided in Volume 1, Section 2 of the tender dossier. |
|  | Further to your tender “Serbia-Belgrade: IPA — NOx emission reduction at the TPP Nikola Tesla Unit A4 2016/S 206-372442” we would like to request an extension of time for the tender submission of 1 month from the 25th January to the 24th February 2017. | Please refer to answer No.52. |
|  | Please provide detailed information of current performance including  a. All air flows into the boiler  i. Their dimensions, angles of injection and location  ii. Pressure, temperature & mass flow  b. All fuel inputs into the boiler  i. Their dimensions, angles of injection and location  ii. Pressure, temperature & mass flow  c. Current emissions performance  i. NOx  ii. O2  iii. CIA (flyash & bottom ash)  iv. Dust | Requested operating parameters (a.i, a.ii, b.i, b.ii, c.i,c.ii) are changing over time, archived by the Unit A4 control system and will be made available to the successful Tenderer, if requested.  NOTE: Technical data from the unit control system may only be used for information purposes – NOT as designing inputs.  Following parameters (c.iii, c.iv):   * flyash & bottom ash * Dust   are not available. |
|  | What O2 content is in fluegas recirculation ducts? | Data not available**.** |
|  | Is FGR (cold) used or primary air to control mill inlet temperature? | Primary air is used to control mill outlet temperature. The mill inlet temperature is not controlled. |
|  | Please provide performance curves and manufacture details for  a. FD fans  b. ID fans  c. Beater mills  d. FGR fans (if installed) | a) Please refer to Clarifications No.1, Annex 3  b) Please refer to Clarifications No.1, Annex 1  c) Data not available**.**  d) No FGR fans |
|  | What is the maximum pressure the hot air duct system can achieve (currently 16mbar stated)? | Data not available**.** |
|  | Is the coal pre-crushed before the mill? | Not in the Thermal Power Plant. |
|  | What amount of heat input in combusted on the current post burning grate both by design and as currently, will this change with the new grate? | Data not available**.** |
|  | Will the new post burning grate be installed for use with this system? | Yes. |
|  | Are there air cannons/water lances installed / being installed? | No. |
|  | Are there any issues with slag / fouling on  a. Superheater  b. Walls  c. Hopper blockages  d. Is there any requirement to guarantee CIA | No special problems were established in the previous practice, apart from usual ones relating to the fouling of the boiler heating surfaces. |
|  | Please confirm O2 content in fuel is 8.15% and this is not nitrogen content (Table 2 – Employers Requirements) | We confirm that the content of Nitrogen and Oxygen together is 8,15%, as it is stated in table 2, Volume 3. |
|  | Please provide multiple points for PF fineness for use on a rosin rammler chart | Rosin rammler chart is not available**.** |
|  | Please provide additional info on the fuel specification for the design fuel  a. Volatile matter  b. Fixed carbon content  c. Detailed ash analysis | As part of the tender documentation, End Recipient has already made available all the official data in its possession, regarding the coal characteristics (point 4.1 Chemical composition of coal in „raw“ condition (p. 13/47, Vol. 3)). |
|  | What is the PF split to each burner level, is it 1/6th | Data not available. |
|  | Please provide any pictures from inside the boiler showing  a. The burners  b. The recirculation ducts  c. Post burning grate | End recipient cannot provide such pictures. Requested pictures can be made only when the Unit is not operating. |
|  | Is there individual air control to each air nozzle for each burner? | Current setup is that each coal burner is supplied with 6 secondary air ducts, and each is controlled with one on-off damper. There is one common modulating control damper for overall quantity of secondary air burner. |
|  | We need to get your answer ASAP since we need to know if we can fulfill your commercial pre-requisite concerning the project :  With regards to commercial qualification can you please advise how best to proceed as our average annual turnover for the last 3 years does not quite meet the €12M requested but is ~€11.3M on average. This is based on the interbank rate as the link in the open notice does not work (http://ec.europa.eu/budget/  inforeuro/index.cfm?Language=en).  Our total turnover in the last 3 years has been £29M (€34M), if a pre-Brexit exchange rate was used then we would comply. Alternatively we could look to partner with another company as we have done on other projects. | With regards to commercial qualification, please note that the Contracting Authority cannot give a prior opinion on the assessment of the tender, as stated under section 5.3.4. of PRAG.  The Evaluation Committee will analyse the applications in detail against the published selection criteria. |
|  | With reference to the tender no. EuropeAid/137765/IH/WKS/RS on “NOx emission reducion at the TPP Nikola Tesla Unit A4”, X kindly applies for postpone the deadline for submission of the bid to 22.02.2017.  We justify this this postpone of deadline, because of scope and requirements of the tender, the preparation of responsible, content-related and professional bd requires much more time, analysis and detailed calculations.  We would be grateful you for your understanding and positive decision on our letter because X is strongly interested in take a part in this project. | Please refer to answer No.52. |
|  | Y is preparing an offer for “NOx emission reduction at the TPP Nikola Tesla Unit A4”. After initial conceptual study we found that it is necessary for us to visit site once again to verify assumed locations for key equipment and obtain additional information on equipment already installed. Therefore we request permission for additional site visit December, 29th 2016. | Only one mandatory site visit is foreseen, as per Article 13 of the Contract Notice.  Additional site visits will not be organized. |
|  | Volume General, Are the tenderers allowed to submit in their proposal deviations to the Contract? | Tenderers are not allowed to submit in their proposal deviations to the Contract. |
|  | Volume 1, Section 4, In case of a consortium, is it required to provide each form for each member separately? Or is it possible to provide combined documents for certain forms, if and when applicable (e.g. Form 4.6.9)? | Tenderer must comprise all information requested in the Tender Dossier. As specified in the Questionnaire, Volume 1, Section 4, Additional notice to tenderers, point 7, “Each member of a joint venture/consortium must fill in and submit every form.” In line with instruction provided under point 3, if a question does not apply to the tenderer (i.e. particular member of consortium/joint venture), ‘not applicable’ should be entered alongside with a brief explanation. |
|  | Volume 1, Section 1, Chapter 3, Proof of eligibility to participate according Regulation (EU) N° 236/2014 and Practical Guide for domestic and foreign companies: Which documents are actually required as proof? Would an excerpt of the company register be sufficient? | Excerpt of the company register containing all relevant details accompanied by English translation will be sufficient. |
|  | Volume 1, Section 3, Is it allowed to provide separate bonds for each member of a consortium, totaling up to 100% of the requested bond amount? | Please refer to answer No.46. |
|  | Volume 1, Section 4, Chapter Form 4.6.4.1, Experience as Contractor: Which documents are actually required as proof? | As stated in ITT, 12.2.1. "Completed" means the availability of a “Taking Over Certificate" or "Performance Certificate (according to FIDIC rules)", alternatively the availability of a "Provisional Acceptance Certificate" or "Final Acceptance Certificate" (according to PRAG rules). Copies of respective certificates signed by the relevant Supervisor or Contracting Authority or Employer of the contract concerned shall be submitted. These documents shall clearly demonstrate the compliance of the presented references with the above criteria (see also Article 22 in ITT). |
|  | Volume 1, Section 4, Chapter Form 4.6.5, Is this Form also required for a consortium? – Additional comments: A consortium will have no common Management Board | This Form is to be submitted for joint ventures/consortiums. |
|  | Volume 1, Section 2, Declaration on honour on exclusion criteria and selection criteria: Whether any documents are actually required as proof? | Please refer to Article 25 of Instructions to Tenderers. |
|  | Volume 3, Section 1, Paragraph 1.3, Per Vol. 1 Section 1.2 – Timetable – the Provisional Date for Contract signature is given as 30. April 2017; per Vol. 3 Section 1.3 THE Commencement date shall be 80 days (2.5 months) before starting date of the outage scheduled for April / May 2017. Clarification Request – Please explain Employers intention as the stipulations described beneath are not consistent. With a possible commencement date on 1 May 2017 and the necessary preparation time for engineering and manufacturing of at least six months an outage start / begin of the site works cannot be scheduled before November 2017. | Please refer to answer No.27 |
|  | Volume 3, Section 3, Paragraph 3.1, Table 1 – Load cases 960 t/h and 650 t/h. Clarification Request – Where are the water/steam data (heat balance diagram) for the 650 t/h load case; data needed for calculation | All available Heat Balance Diagrams are attached under Volume 5. |
|  | Volume 3, Section 2, Paragraph 2.1, Description of existing boiler design. Clarification Request – What is with the soothblower of the boiler? Are they working properly? On which levels the sootblower are arranged? | Soot blowers are currently not installed on the boiler.  Soot blowers will be installed during Unit A4 revitalisation, elevations 51 and 53 m (please see answer No.35) |
|  | 13. Volume 3, Section 4, Paragraph 4.2, Operation Parameters. Clarification Request – On page 14 under 4.2 the expected value for the boiler plant leakage is defined with <=20%; contrary to this the boiler efficiency must be achieved for boiler false air not smaller than 20% on page 42 point 11.3; please clarify the requirement. | Please refer to Clarifications No.3 answer No.25. |
|  | Volume 3, Section 11, Paragraph 11.4.1, Definition of Test A and Test B. Clarification Request – Page 44: “Test A and Test B can be considered ‘successful”, if the following conditions are met: 1. Emission of NOx is below value of emission stated in the ER. 2. The Boiler facility operates with stable performance parameter values given in the ER, in the section 3 – table 1, for time period defined by carrying out of tests.” The Boiler efficiency and the furnace exit temperature have also to be guaranteed after one year of operations? | Please refer to Clarifications No.1 answer No.31. |
|  | Volume 3, Section 1, Paragraph 1.3, “apart from the scope of the work which is part of this ER, some other works shall be performed by other Contractors in parallel, such as: - Mayor overhaul of other boiler facilities, such as: … regenerative airheater…”. Clarification Request – What are the parameters k\*A for the RAH and the design mass flows after the overhaul; also leakage. | k\*A for RAH – Data not available.  RAH design mass flows after the overhaul - Data not available.  RAH leakage: up to 10%. |
|  | Volume 3, Section 3, Paragraph 3.1, Table 1 – Load cases 960t/h and 650 t/h. Clarification Request – Where are the water/steam data (heat balance diagram) for the 960 t/h load case; data needed for calculation; only 970 t/h attached. | End Recipient provided all Heat Balance diagrams available. Please refer to answer No.84. |
|  | Volume 3, Section 2, Paragraph 2.1, Description of existing boiler design. Clarification Request – Design data for Biflux heat exchanger are needed. | All technical data in possession of the End Recipient are provided within Volume 3, point 2.1. “*Basic (design) technical characteristics of boiler heating surfaces* - Biflux” and Volume 5, drawing OKK-090 207. |
|  | Volume 3, Section 2, Paragraph 2.1, Description of existing boiler design. Clarification Request – Is it possible to place OFA-Lances in current level of soot blowers, which are currently not installed? Information about foreseen soot blower installation are necessary. | It is possible, however, depending on the proposed technical solution of the Tenderer.  Soot blower information – see answer No.35. |
|  | Volume 3, Section 4, Paragraph 4.1, Table 2 – Chemical composition of coal in “raw” condition. Clarification Request – What is the level of nitrogen content for the “Coal design value”? All calculations for the project should use the values in this column, but no nitrogen content is given. | In the tender documentation, End Recipient has already made available all the official data in its possession, regarding the coal characteristics (point 4.1 Chemical composition of coal in „raw“ condition (p. 13/47, Volume. 3)).  Nitrogen values for the Design coal – Summary data are attached in the tender documentation Volume 3 point “*4.1 Chemical composition of coal in „raw“ condition”*.  End Beneficiary does not have data only for level of nitrogen content for the “Coal design value”. |
|  | Volume 3, Section 11, Paragraph 11.3 a), Conditions for boiler efficiency. Clarification Request – 2. LHV range up to 8200kJ/kg. Range of coal acc. 4.2 Table 3 is up to 8800 kJ/kg. Since no correction is allowed what happens if coal is between this two boundaries? | The End Recipient shall for the defined guarantee tests secure the coal whose low heating value ranges between 6370 and 8200 KJ/kg. |
|  | Volume 3, Section 11, Paragraph 11.3 b), Correction factor (curve) c1. Clarification Request – Enumeration – c1: C1 should only applicable up to 8200 kJ/kg. Range of coal acc. 4.2 Table 3 is up to 8800 kJ/kg. Is it really intended to prohibit corrections factor c1 between 8200 up to end of coal range? Proposal: c1 should be usable up to 8800kJ/kg. | The proposal is not accepted.  The End Recipient shall for the defined guarantee tests secure the coal whose low heating value ranges between 6370 and 8200 KJ/kg. |
|  | Volume 3, Section 11, Paragraph 11.3 b), Correction factor (curve) c2. Clarification Request – Enumeration - c2: Under point 2. Nitrogen content maximum is 0.5%, despite Range of acc. 4.2 Table 3 limits Nitrogen at 0.45%. Which maximum level of Nitrogen has to be considered in the project? | The End Recipient shall for the defined guarantee tests secure the coal whose “Nitrogen” value will not exceed the value of 0.5%. |
|  | Volume 3, Section 11, Paragraph 11.3 b), Correction factor (curve) c3. Clarification Request – Enumeration - c3: If contractor uses reasonable false air amount for design of e.g. 20%, which is already good value for old power plants he will not be allowed to correct if false air is higher? | We confirm this. |
|  | 24. Volume 3, Section 11, Paragraph 3 b), Correction factor sum. Clarification Request – Correction formular: Ecor= Each•(1+c1+c2+c3) This would mean NOx can only be corrected to higher values since sum of c’s is >0. Please consider changing in Ecor= Each•(1-(c1+c2+c3)). | We confirm formula:Ecor= Each•(1-(c1+c2+c3)). |
|  | Please explain what kind of information should we provide in VOLUME 1 – SECTION 4 – FORM 4.6.2.1. | Please refer to answer No.51. |
|  | Please clarify volume 1 – section 4 – form 4.6.2.3 – point 4 “Specification for the civil works constructions, specifications, etc.”. Vendor kindly asks what kind of information is required in “specification”. In normal practice, construction specifications are created at detail design stage. | The Tenderer shall provide Information for the civil works, type of equipment and materials installed, in line with its own technical solution. |
|  | Please provide us with arrangement drawings of boiler house, as well as cross- section of boiler house at each walkway level. | Please refer to Clarifications No.1 answer No.17. |
|  | Electric Part – is there any spare power at the mid voltage switch gears available and how much? | No, there is no spare space in mid voltage switch gears. |
|  | Electric Part – Are there at least 2 spare sections available in mid voltage switch gear to be utilized for our need and is there possibility of adding any more sections? | No, there are no spare sections. |
|  | Electric Part – Is it possible to supply high power drives with 690V (direct drive, VFD or via transformer)? | This is not voltage level that is used in TPP, and these drives should have Variabile Frequente Drive. |
|  | Electric Part – Can Employer provide current electrical diagram and point location of possible connection of 2 new high power consumers? | No, we cannot provide such diagram since there is no possibility for new high power consumers connections. |
|  | Electric Part - What voltage levels are currently available on site? | Mid voltage line level is 6.6 kV 50 Hz. Low voltage line level is 0,4 kV 50 Hz AC. Safety power supply is 220 VDC. Control voltage in distribution racks and for signalling is 110 VDC. Voltages used in DCS are 48 VDC for binaries and 24 VDC for analogue signals. |
|  | I&C Part – Please confirm that according to specification (Volume 3 – Employers requirements) in scope of I&C, the boundaries of deliveries and works are I&C cable distribution collecting boxes. All deliveries and works referring to connection of collecting boxes to the control PLC cabinets, as well as proper changes and implementations in DCS control system, are in scope of End Recipient (owner of TPP “Nikola Tesla A”). | Correct interpretation is that boundaries for deliveries and works are on the PLC coupling relays in electronic room (HB cabinets) and in analogue distribution cabinets (JM cabinets). Design should cover complete electrical circuits. These cabinets are located in electronic room and they offer cable connection to DCS and to the distribution (junction) boxes) and switchgears. It is expected that Contractor shall design and deliver all needed components as stated in ER, paragraph 7.1.1.5, point 16, pages 18, 19, including coupling relays, terminals and other small mounting equipment. Works in these PLC coupling cabinets, as well as proper changes and implementations in DCS Control systems are in scope of End Recipient, based on design by Contractor. Contractor shall do cable connections from these cabinets through junction boxes to final control elements. |
|  | I&C Part – In order to correct calculation of I/O signals please provide us with control standards which are obligatory in “Nikola Tesla A” TPP. | It is not clear what control standards are questioned.  However, we will give general description for implementation of typical I/O connections to DCS modules: all binary signals are galvanic isolated using PLC coupling relays located in electronic room nearby DCS; analogue signals are (0)4-20 mA with external 24 VDC if needed; MV switchgears are connected with two pulse commands and up to 12 feedback signals; MCC switchgears are connected with two pulse command signals and three feedback signals; pneumatic actuators are connected using one 4-20 mA for set position and another 4-20 mA for feedback; electrical actuators with standard drives (norm type) uses two continues command and up to 6 feedback signals (open, close, remote, torque open, torque close, fault); electrical actuators with integral commands (Matic type) use 4-20 mA or pulse commands and 4-5 feedback signals (open, close, common fault, remote) plus 4-20 mA position feedback. Contractor will get all electrical drawings necessary to do design. |
|  | I&C Part – According to specification (Volume 3 – Employers requirements point no 10.2.2 Scope of Electrical and I&C works), in scope of works are disassembly works of measurement and control devices. Please provide us with detailed information which and quantity of elements and devices in scope of I&C are foreseen for disassembly in order to proper cost quotation of works. | Quantity of elements and whitch devices are to be dismantled, are based on Contractor design.  If due to design arrangements of secondary air ducts and pulverised fuel ducts are to be changed, belonging control devices (measurements, dampers with actuators) will be changed (dismantled, removed). |

ANNEX TO CONTRACTING AUTHORITY’S CLARIFICATIONS No.2:

Annex No.1- crtlexample.pdf