



EUROPEAN UNION
DELEGATION TO THE REPUBLIC OF SERBIA

Belgrade,

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 6

**Improvement of air quality through reduction in dust emissions from
thermal power plants Nikola Tesla, Unit A3 and Morava**

Republic of Serbia

Publication reference EuropeAid/134187/C/WKS/RS

No	Question	Answer
1	<p>Volume 1 – Section 1 – Article 22.2</p> <p>The evaluation of tenderes may take into account NOT ONLY THE CONSTRUCTION COSTS but, if necessary, the operating costs and resources required.</p> <p>Please clarify how you'll consider the guarantee figures (power consumption, pressure drop) in order to assign to them a bonus/malus criteria to align the economical offers.</p> <p>Please clarify which is the amount (in EUR) for each kW (for power consumption) of difference and each Pa (for pressure drop) of difference you'll apply to align offers from Tenderers.</p> <p>Please clarify in which cases is considered necessary to take into account the operating costs and which is the criteria.</p>	<p>Please see the Volume 4, sections 4.3.1.1.3a and 4.3.1.1.3b, with the corresponding tables.</p> <p>However, please note that the operational costs are not taken into account in the financial evaluation, where only the final tender price will be considered (see Instructions to Tenderers, article 22.3)</p>
2	<p>Volume 1 – Section 1 – Article 24</p> <p>The sole award criteria will be the price.</p> <p>Please clarify how this criteria will be applied taking into account Article 22.2</p>	<p>As per article 22.3 of the Instructions to Tenderers, the financial evaluation will consider the tender price only (see volume 4, sections 4.1 & 4.2 and volume 1, section 5)</p>
3	<p>Volume 1 – Section 4 – Form 4.6.4.1</p> <p>If a tenderer wants to quote for the 2 lots we need to provide 2+2 references as stated in Volume 1 – Section 1 – Article 12.2 - C). Are we entitled to modify the form to add one additional colums without being disqualified for procedural reasons?</p>	<p>Form 4.6.4.1 has to be filled in for each lot separately.</p> <p>Columns for additional references can be freely added.</p>

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No	Question	Answer
4	<p>Volume 3 – Section 2 – Article 2.5.4</p> <p>Please provide datasheet, layout and Starting torque curve of the ID Fans (both Nikola Tesla and Morava).</p>	<p>ID fan TENT A3</p> <p>Producer: ZVVZ</p> <p>Type: 4000</p> <p>Power: 2300 kW</p> <p>Capacity: 430 m³/s</p> <p>ID fan TEM</p> <p>Producer: KKK</p> <p>Type: 22 e6</p> <p>Power: 1000kW</p> <p>Capacity: 605.000 m³/h</p> <p>The curves are attached as PDF files (see Annexes 1 and 2).</p>
5	<p>Volume 3 – Section 2 – Article 2.9.9</p> <p>Please clarify if it is mandatory to provide a space of 500mm in section 3&4 of Morava. We'd like to use 400 mm for all the sections, providing the same emission guarantees.</p>	<p>Spacing between electrodes in sections 3 & 4 is not mandatory.</p>
6	<p>Volume 3 – Section 2 – Article 2.9.10</p> <p>In the clarification nr. 4 it is stated that spiryal electrodes cannot be accepted. Please confirm that Multipeak electrodes could be accepted.</p>	<p>The Contracting Authority cannot provide a prior opinion on the assessment of the tender (PRAG, 5.3.4).</p> <p>Please be reminded however that the discharge electrodes have to be rigid - seamless pipe with welded elements.</p>
7	<p>Volume 3 – Section 2 – Article 2.9.11</p> <p>Our technology is able to regulate the rapping system through the HVHF transformers, with better results than having a dedicated cabinets for the rapping loops. Please confirm that we could use this solution.</p>	<p>The article 2.9.11 refers to the whole rapping system, not only to the control part. The system must have dedicated cabinets for all the necessary equipment (breakers, motor protections, contactors, alarms, indicating and test lights...). The rapping function must be fulfilled regardless of the status of the TR set. It is also necessary to have the same time base for all rappers to prevent puffing under any conditions.</p>
8	<p>Volume 3 – Section 2 – Article 2.9.12</p> <p>Please clarify if we're allowed to use heating elements instead of heating cables for heating the bottom of the hoppers.</p>	<p>Heaters must be low watt density with uniform distribution of heat to avoid hot spots. Heating elements complying with the requirements are acceptable.</p>

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9	<p>Volume 3 – Section 2 – Article 2.9.19</p> <p>Please clarify if we've to provide those dampers only at ESP inlet and not to provide at ESP outlet.</p>	<p>It is necessary to provide expansion joint and damper on the ESP inlet. At the ESP outlet there are no dampers, however it is necessary to provide expansion joints in front of the ID fan.</p>
10	<p>Volume 3 – Section 2 – Article 2.9.19</p> <p>Please clarify if we've to provide those dampers only at ESP inlet and not to provide at ESP outlet.</p>	<p>Please see the answer to question no 9 above.</p>
11	<p>Volume 3 – Section 5 – Article 5.16.4</p> <p>Our in-house technology doesn't need a dedicated cabinet to regulate the HVHF units being the Unit provided with the regulator inside the same casing, directly on the roof of the ESP.</p> <p>Please confirm you could accept this technology instead of NWL</p>	<p>The signal equipment and the equipment for control should be installed into the cabinet located inside the ESPs „electrical room“. In the same cabinets the instrumentation for primary current and filter voltage and current should be installed.</p> <p>Regarding NWL – please see the Contracting Authority's Clarifications no. 5, answers to questions no. 1 and 2.</p>
12	<p>Volume 3 – Section 5 – Article 5.17.6</p> <p>Please clarify if we could use HVHF Units on fields 3&4 instead of conventional T/Rs, providing the same relevant emission guarantees.</p>	<p>The proposed arrangement of the equipment is not mandatory. Therefore the offer may be based on the Tenderer's own solutions.</p>
13	<p>Volume 3 – Section 2 and Clarification letter nr. 4</p> <p>We need to know, if 0.6% sulfur is given for both plants and on an as received basis, dry basis or dry-and ash free basis because having so much ash and moisture in the fuel, it will have a major impact on the ESP sizing process.</p>	<p>Sulphur should be seen as the received basis.</p>
14	<p>With respect to the supply of Transformer/Rectifier sets. The specification states that non EU supply of equipment is not allowed. However the 'best fit' solution for the T/R sets for Tent A3 and Morava is to use NWL from the USA or Korea. Is it therefore possible to give a concession in this instance to utilise NWL T/R sets.</p>	<p>No derogation from the rule of origin is granted. Please further see the answer to question no. 2 in the Contracting authority's clarifications no. 5.</p>
15	<p>We respectfully request a 50 day extension to the submission date for the tenders.</p>	<p>The submission deadline remains unchanged.</p> <p>Please note that in accordance with ITT, article</p>

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		8.1, the Contracting Authority may reply to tenderer's questions up to at least 11 days before the deadline for receipt of tenders.
16	<p>GENERAL</p> <p>Due to complexity of the Tender, short time between Questions and DEU Answer, many open questions, publications of essential basic design datas (gas flow, concentration, design limits, etc. on 04.10.2013.) we kindly ask you for extensions of deadline for submission of tenders for 40days.</p>	Please see the answer to question no 15 above.
17	Technical specifications – Mechanical	
17.1	<p>Dust hoppers - TENT A3 and TPP Morava <i>Vol. 3 Sec.2, Part 2.9.12</i></p> <p>In Part 2.9.12 "Dust hoppers" Tender's requirements are: storage capacity of minimum of eight (8) hours for each dust hoppers, the lower 1.5 meters of each hoppers shall be lined with stainless steel, all hopper internal sloping corners shall have 100 radius. We assume that Tender requirements are applicable for better quality of coal, not for lignite with 20% of ash content. According to our experience a/m is n/a on TENT. Please note also that during previous tender procedures for identical ESP Projects In Serbia the requirements were: storage capacity of maximum of two(2) hours for each dust hoppers, the hoppers have been made by carbon steel, the hoppers internal sloping corners have been closed with metal sheet piece. We suggest to DEU that hoppers shall be done in all according to previous projects of ESP in Serbia. Please, confirm.</p>	Please see the Contracting Authority's Clarification no. 5, answer to question no. 6
17.2	<p>Storage Capabilities - TENT A3 and TPP Morava <i>Vol. 3 Sec.4, Part 4.17</i></p> <p>'In Part 4.17 "Storage Capabilities" Tender's requirements are: "The storage space with open and closed arrangements for temporary equipment storage will be provided by the Contractor" and "The Contractor will be responsible for unloading the equipment,</p>	Chapter 4.17 remains unchanged. Offloading of goods at the site, placing of goods at the storage and manipulation of goods on site is the Contractor's responsibility.

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No	Question	Answer
	<p>placement of the equipment and storage of the equipment, and after the custom procedure the equipment will be taken over from the officers and transported to the power plant or it will transported to its storage space at the site." We consider that a/m is not feasible on the power plant. We consider that Beneficiary obligation is to provide offloading and the storage places (open and closed), and equipment kept, as usual Beneficiary obligation. Please confirm.</p>	
<p>17.3</p>	<p>Flue gas recirculation channel - TPP Morava <i>Vol. 3 Sec.2, Part 2.8.3 Item, 3;5;6</i></p> <p>In Part 2.8.3 "TPP Morava (Component 2) Scope of Works", in Item 3. "Dismantling works" -is not requested dismantling of Flue gas recirculation channel. However, in Item 5. "Equipment procurement, manufacturing and delivery" is written, pos. 5.8" Flue gas recirculation channel", and in Item 6. "Equipment erection", is written pos. 6.14 "Flue gas recirculation channel ". We consider that due to the increased size of the new ESP, dismantling , reconstruction and re-erection of existing flue gas recirculation channel shall be done partially only, in the ESP zone. Please, confirm.</p>	<p>The flue gas recirculation channel has to be completely dismantled, reconstructed and erected inside the project limits (up to flange of flue gas recirculation fan).</p>
<p>17.4</p>	<p>Thermal Insulation – TENT A3 and TPP Morava <i>Vol. 3 Sec.2, Part 2.8.2; 2.8.3; 2.9.15</i></p> <p>In Part 2.9.15 "Thermal Insulation" is written "The lagging sheets thickness will be 1.2 mm for flat plates or 1.0 mm for corrugated plates"- We assume as proposal only. Also, in Part 2.8.2 and Part 2.8.3, in Item 7. "Procurement, delivery, and mounting of thermal insulation", pos. 7.1 "Mineral wool thermal insulation for roof, walls, hoppers and chennels, d=2x50 mm, 3x50 mm, sheet (d=1mm) protected, including supporting sub-construction made of galvanized steel." is requested sheet (d=1 mm) protected, We assume as proposal only. Please, clarify and confirm.</p>	<p>The temperature drop of the flue gas trough ESP cannot be higher than 5°C.</p> <p>The insulation material must be asbestos free.</p> <p>The surface temperature on whole ESP surfaces cannot be higher than 50°C with ambient temperature not higher than 40°C. Thickness of galvanised sheets cannot be lower than 1mm. Minimum rock wool density are 80kg/m³.</p> <p>The quality requirements are in accordance to VDI 2055.</p>
<p>17.5</p>	<p>Tank for equipment chemical washing - TENT A3</p>	<p>It is confirmed.</p>

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No	Question	Answer
	<p><i>Vol. 3 Sec.2, Part 2.8.2</i></p> <p>In Part 2.8.2 "TENT Block A3 (Component 1) Scope of Works", in Item 3. "Dismantling works" - is requested pos. 3.2.12 'Dismantling of existing tank for equipment chemical washing', and in Item 6. "Equipment erection", is requested pos. 6.12 "Tank for equipment chemical washing". However, we cannot find existing tank for equipment chemical washing on any drawings. So that, we consider that dismantling/erection of "Tank for equipment chemical washing" is Beneficiary obligation. Please, confirm.</p>	
17.6	<p>Flexible joint (hose) - TFNT A3</p> <p><i>Vol. 3 Sec.2, Part 2.8.2</i></p> <p>In Part 2.8.2 "TENT Block A3 (Component 1) Scope of Works", in Item 6. "Equipment erection", is requested pos. 6.13 "Flexible joint (hose)". What does mean "Flexible joint (hose)"? Please, clarify.</p>	<p>"Flexible joint (hose)" means Expansion joint.</p>
18	Financial Part	
18.1	<p>Economic and financial capacity of candidate A b)</p> <p><i>Vol. 1 Sec. 1,4</i></p> <p><i>Instructions to tenderers, Vol 1, Sec 4 Questionnaire, Form 4.4.6</i></p> <p><i>Financial resources/the access to sufficient 14 credit and other fin.facilities,</i></p> <p>Regarding your Clarification No.4 and the answer to the question No.2, in addition to it, please confirm that a Letter of Intent provided by the Leader of Consortium will fulfil the tender requirement, meaning that there is no need for all members of Consortium to submit those Letters of Intent. Please confirm.</p>	<p>A letter from a recognized bank issued to the Leader of Consortium in line with the requirements in ITT, article 12.2.A)b), i.e. showing availability specifically for the tendered contract of a "credit of at least EUR 2.5 million for the tenderer bidding for Lot 1, at least EUR 1.3 million for the tenderer bidding for Lot 2, and at least EUR 3.8 million for the tenderer bidding for both lots", may be considered appropriate to "demonstrate financial resources / the access to sufficient credit and other financial facilities to cover the required cash flow for the duration of the contract".</p> <p>There is no need for all members of Consortium to submit such letters.</p>
18.2	<p>Payment of Retention Money</p> <p><i>Vol. 2 Sec. 3</i></p> <p><i>Particular Conditions of Contract, Article 14.9</i></p> <p><i>Replacement of retention monies by a "Retention</i></p>	<p>The Retention Money Guarantee may be used as provided for in the conditions of contract. Please note that such a guarantee cannot be issued by "a Contractor".</p>

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	<p><i>Money Guarantee"</i></p> <p>Please clarify that the Payment of Retention money in amount of 10% of Contract price, replaced with a proper Retention Money Guarantee issued by a Contractor, will be approved by the Employer prior to the payment of the First Interim Payment Certificate?</p>	
19	<p>Deviation to "General and Particular Condition of Contract for Plant and Design-Build" FIDIC Yellow Book</p>	<p>Particular Conditions of the Contract are not subject to change.</p>
19.1	<p><i>Article 1.2 Interpretation "Particular C.C."</i></p> <p>Contractor , if any, shall indemnify only the Employer and not also the Engineer and the Beneficiary, since the Employer is the counterparty specified in the Contract Agreement.</p>	<p>Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.</p>
19.2	<p><i>Article 4.1 Contractor's General Obligations "General C.C."</i></p> <p>Modify the paragraph as per the followings:The Contractor shall design, execute and complete the Works in accordance with the Contract, and shall remedy any defects in the Works. When completed, the Works shall be fit for the purposes for which the Works are intended in accordance to the Employer's Requirements as defined in the Contract.</p>	<p>Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.</p>
19.3	<p><i>Article 4.7 Setting out "Particular C.C."</i> Replace the article 4.7 as modified by the PCC by the original one included in the FIDIC Yellow Book GCC.</p>	<p>Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.</p>
19.4	<p><i>Article 7.5 Rejection "General C.C."</i></p> <p>Modify the paragraph as per the followings:</p> <p>If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject <i>refuse</i> the Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected <i>refused</i></p>	<p>Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.</p>

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	item complies with the Contract. ...	
19.5	<p><i>Article 8.3 Programme "Particular C.C."</i></p> <p>Delete the added phrases after the last paragraph. The programme will be submitted after consultation with the Employer and it will be an attachment to the Contract Documents. No withheld payments will be applied.</p>	Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.
19.6	<p><i>Article 10.2 Taking Over of Parts of the Works "Particular C.C"</i></p> <p>Delete the added sub-paragraph (d). In the event the Employer is using any part of the Works, it means that the Employer has taken over such Works.</p>	Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.
19.7	<p><i>Article 13.8 Adjustments For Changes In Legislation "Particular C.C."</i></p> <p>Please reinstate the original text of this clause as per FIDIC Yellow Book GCC. Change in Legislation in Serbia may have a relevant and unforeseen impact on the Tender and the costs of the Works.</p> <p>New sub-paragraph letter e) of Article 14.1 may not cover all the costs and expenses suffered by the Contractor.</p>	<p>Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.</p> <p>Please note that sub-clause 13.7 is deleted.</p> <p>The Particular Condition, article 13.7 "Adjustments for changes in Legislation" should be red "Delete sub-clause 13.7"</p>
19.8	<p><i>Article 17.1 Indemnities "Particular C.C."</i></p> <p>Delete the first line:</p> <p>In 1st paragraph, line 1: After "Employer", insert "the Beneficiary"</p> <p>Contractor , if any, shall indemnify only the Employer and not also the Engineer and the Beneficiary, since the Employer is the counterparty specified in the Contract Agreement.</p>	Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.
19.9	<p><i>Article 17.6 Limitation of Liability "General C.C."</i></p> <p>Modify the paragraph as per the followings:</p> <p>Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of use, loss of production, loss of any contract or for any indirect or consequential loss or damage</p>	Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.

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	which may be suffered by the other Party in connection with the Contract, other than under Sub-Clause 16.4 [Payment on Termination] and Sub-Clause 17.1 [Indemnities].	
19.10	<p><i>Article 19.1 Definition of force Majeure "Particular C.C."</i></p> <p>Delete the following sentence:</p> <p>Where the Contractor was already in default, he may not invoke force majeure.</p> <p>Force Majeure event may jeopardize recovery activity provided by the Contractor.</p>	Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.
19.11	<p><i>Article 19.6 Optional Termination, Payment and Release "Particular C.C."</i></p> <p>Last paragraph</p> <p>Second paragraph subparagraphs (d) and (e) to be maintained as per FIDIC Yellow Book original wording</p>	Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.
19.12	<p><i>Article 20.6 Arbitration "Particular C.C."</i></p> <p>Please replace the paragraphs form "Add to the end of Sub-Clause 20.6, the following:..." to "...the settlement of the dispute by arbitration and not by the courts of law" with the following: "<i>The Place of Arbitration shall be Belgrade.</i>"</p>	Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.
20	Due to problems described above please postpone the date of Offer submission till 15.11.2013	Please see the Answer No 15.
21	Please clarify which points of Employer's Requirements are obligatory to fulfil and which points can we treat as feasibility study (Contractors preliminary design). It seems that part of the Employer's Requirements contain the feasibility study solutions.	All Employers Requirements have to be fulfilled.
22	Can we assume that we can offer you our own ESP rehabilitation solution only taking into account the delivery limits?	NO. The Tenderers may prepare the offers based on their best knowledge, know-how and their own solutions, taking into account the delivery limits <u>and employers requirements.</u>
23	<p><u>Document:</u></p> <p><i>Contracting Authority's clarification no. dated October 4, 2013</i></p>	A Parent Company Guarantee is not compulsory.

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No	Question	Answer
	<p><i>Answer to Question No. 4</i></p> <p><u>Text</u></p> <p><i>Question:</i></p> <p><i>Vol.2 Sec. 4</i></p> <p><i>Parent Company Guarantee / Form of Parent Company Guarantee</i></p> <p><i>In case of a Consortium participating in a tender, should a Parent Company guarantee be issued by a Leader of consortium?</i></p> <p><i>Answer:</i></p> <p><i>The Parent Company guarantee should be issued by the parent company of any member of the consortium.</i></p> <p>In the 1st paragraph of the Form for the Parent Company Guarantee according to Volume 3, Section 4 it says: "... , and that the conditions of your invitation require this offer to be supported by a parent company guarantee."</p> <p>But in your invitation to tender as well as in the contract document there is nothing said about the requirement for a Parent Company Guarantee, so we understand that a Parent Company Guarantee has not to be issued.</p> <p>Please confirm.</p>	
24	<p>Volume 1 – Section 1 – Article 15.2</p> <p>As far as bid bond issue is concerned, instructions indicated at paragraph 15 of the Tender Invitation are quite generic. Can we have bid bond/s issued in your favour directly by a primary foreign bank? Looking into the Particular Conditions of the Contract seems that we need a "first class bank acceptable to the Employer". Please clarify the concept.</p>	<p>The Tender guarantee has to be issued according to the instructions and the template in Volume 1 of the Tender Dossier.</p>
25	<p>With regards to the request of clarification we previously submitted that are really important for the correct identification of the ESP sizes and the related emission guarantees we request to have an Extension of time of 1 months for the offer submission, maintaining the original time schedule for the both project executions.</p>	<p>Please see the answer to question no. 15 above.</p>

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26	Kindly request to clarify if Form 4.6.12; 4.6.13; 4.6.14; 4.6.15 and 4.6.16 are obligatory to submit with the Offer or not?	All forms have to be filled in, signed and submitted.
27	Referring to the clarification No. 4, especially revision of parameters at ESP inlet, we kindly ask you for prolongation of deadline for submission of the both tenders by two weeks at least.	Please see the answer to question no. 15 above.
28	<p>Please clarify which documents are meant by Forms 4.5 b, c and d LEGAL ENTITY FORM (VOL 1, SECTION 4)??</p> <p>The form in the attachment we have taken from</p> <p>http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm</p> <p>Please confirm to us that this form is appropriate for the legal entity in private ownership.</p>	The forms are those to be found at the Internet address provided in the Tender Dossier.
29	<p>It is not clear which subcontractors are listed in the bid, whether those participation of $\geq 5\%$ of the total price of the contract or the participation $> 10\%$ of the total contract price?</p> <p>VOL 1, SECTION 1, 3.3 Eligibility documents</p> <p>Every tenderer, member of a consortium, every subcontractor providing more than 10% of the works and every supplier providing more than 10% of the works must certify that they meet these conditions</p> <p>VOL 1, SECTION 4, FORM 4.6.3.8 SUB-CONTRACTORS</p> <p>The Tenderer shall provide details of his proposed major sub-contractors for design and works $\geq 5\%$ of the contract value.</p> <p>VOL 1, SECTION 4, FORM 4.6.3.9 SUB-CONTRACTORS, MECHANICAL</p> <p>The names of any sub-contracting or consultancy organisations to be used for more than 10% should be supplied, together with the role they will be undertaking.</p>	<p>Subcontractors proposed for more than 10% of the contract value should be at this phase identified for the activities that they will be assigned for and the required details provided.</p> <p>It is not necessary to prove their work experience at this phase.</p> <p>After the contract is signed, the contractor will have to apply for the approval of the subcontractor proposed and at this stage the work experience will have to be proved.</p>

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30.1	<p>Proving references - please clarify how you interpret the terms of reference to prove: the leader of the consortium, each member of the consortium, each Subcontractor.</p> <p>VOL 1, SECTION 1, 12.2 C) TECHNICAL CAPACITY of candidate</p> <p>a) In the past 5 years (from 01.01.2008 to the tender submission deadline) the tenderer must have completed as prime contractor at least 2 projects of similar nature and complexity, with a value of at least EUR 6 Million each for LOT 1 and at least 2 projects of similar nature and complexity, with a value of at least EUR 3 Million each for LOT 2.</p> <p>At least one reference should have been acquired for the filter for a TPP using lignite or other type of low calorific value coal. The reference projects have to be executed on thermal units with rated electrical output higher than 250 MW. Similar nature: meaning experience in design, installation and commissioning of new ESP or the reconstruction/retrofit of the old ESP,.....</p>	<p>Experience in the execution of design and works in the field has to be proven for the consortium (leader and members) as a whole.</p> <p>For subcontractors, please see the answer 29.</p> <p>To prove the claimed experience, the Tenderers shall provide copies (with translation into English) of the Taking Over or Performance Certificates signed by the Supervisor/Contracting Authority/Employer of the projects concerned, as required in the Instructions to Tenderers, article 12.2.C).</p>
30.2	<p>Does sentence listed below means that the consortium member which is not a leader need to meet the requirement to have 50% of the projects listed under item a) for Lot 2?</p> <p>Page 17 of 28:</p> <p>The bidder (lead partner or member of a joint venture) must have undertaken at least 50% of the works in a contract for the design, construction, commissioning of reference projects.</p>	<p>The quoted text from the Instructions to Tenderers details one of the conditions for a previously executed contract to be considered as a valid reference proving the experience of the consortium, and it applies to both the leader or the member of the consortium, depending on which legal entity (leader or member of the consortium) implemented the respective contract.</p>
30.3	<p>Should the Proposed subcontractors (for more than 10% of the contract value) meet the criteria the same as the member of a consortium (which is not a leader)? More precisely - which documents should be submitted to prove that similar work experience is appropriate for this tender?</p> <p>Proposed sub-contractors (for more than 10% of the contract value) shall meet the required experience in similar works as per proportion of</p>	<p>Please see the answer 29.</p>

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	<p>the envisaged participation (the sub-contractors shall meet the execution or/and design sub-criteria according to the nature of their involvement in the contract)</p>	
<p>31</p>	<p>Volume 1 – Section 1 – Article 12.2 B) b) Contractor own resources Tenderer shall carry out at least 70% of the contract works by his own resources..... We ask to decrease the value of contract works to be carried out by tenderers own resources to 50%. Performance of a higher value is technically not feasible.</p>	<p>Volume 1, section 1 – Instructions to Tenderers remain unchanged.</p>
<p>32</p>	<p>Volume 1 – Section 1 – Article 12.2 B) c) Own means of consortium lead partner The lead partner in a consortium/joint venture must carry out at least 50% of the contract works by its own means, and the combined partners at least 20 %. We ask to decrease the value of contract works to be carried out by the lead partner by own means to 30% and by the combined partners at least 20%. Performance of a higher value by tenderer is technically not feasible.</p>	<p>Volume 1, section 1 – Instructions to Tenderers remain unchanged.</p>
<p>33</p>	<p>Volume 2 – Section 3 – Article 1.14 Contractor's General Obligation The Contractor (in case of a JV/Consortium, all members together shall carry out at least 70 % of the contracted Works by own means. We ask to decrease the value of contract works to be carried out by tenderers own resources to 50%. Performance of a higher value is technically not feasible.</p>	<p>Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.</p>
<p>34</p>	<p>Volume 2 – Section 3 – Article 4.1.1 Documents for Approval by the Engineer The Engineer shall make comments and/or objections concerning drawings, documentation and data supplied by the Contractor within 28 days of their submission... Due to the very short design period for this</p>	<p>Volume 2, section 3 - The Particular Conditions of Contract remain unchanged. Please note that the 28 days period for the Engineer's comments and/or objections is going to be treated as the longest possible period for the most complex cases. In practice, the Engineer replies in the shortest</p>

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No	Question	Answer
	project, the duration of 28 days is too long for approval. Please decrease this period to 14 days.	possible period in order not to jeopardize the implementation.
35	<p>Volume 2 – Section 3 – Article 4.4 Subcontractors</p> <p>The upper limit for subcontracting is 30% of the value of the contract.</p> <p>We ask to increase the limit of subcontracting to 50 % of the value of the contract.</p>	Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.
36	<p>Volume 2 – Section 3 – Article 5.2 fourth para. Contractor's Documents</p> <p>...each review period shall not exceed 28 days...</p> <p>Due to the very short design period for this project, the duration of 28 days is too long for approval. Please decrease this period to 14 days.</p>	<p>Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.</p> <p>Please note that the 28 days period is going to be treated as the longest possible period for the most complex cases.</p> <p>In practice, replies are given in the shortest possible period in order not to jeopardize the implementation.</p>
37	<p>Volume 2 – Section 3 – Article 13.7 Adjustment for Changes in Legislation</p> <p>Delete Sub-clause 13.8.</p> <p>There is no relation of Sub-clause 13.8 to Sub-clause 13.7. Sub-clause 13.7 should remain. Please confirm.</p>	Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.
38	<p>Volume 2 – Section 3 – Article 13.8 Adjustment for Changes in Cost</p> <p>Delete Sub-clause 13.8.</p> <p>Sub-clause 13.8 should remain. Please confirm.</p>	The Volume 2, section 3 - The Particular Conditions of Contract remain unchanged.
39	<p>Volume 3 – Section 2.9 Article 2.9.7 Maintenance Requirements</p> <p>Three (3) staircases of min. 0,85m clear width shall be provided...One of the staircases shall be located towards the boiler side and the other two towards the chimney side of the ESPs with two adjacent staircases located on opposite ends.</p> <p>According to the drawings of the Feasibility Study there is shown only one (1) staircase and in our opinion one (1) staircase is enough.</p>	The staircases located towards boiler side; towards chimney side on each ESP casing and one main staircase between both ESP are mandatory.

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No	Question	Answer
	<p>Furthermore there is no place/possibility to install staircase at the outer sides of the ESPs. So please confirm only one (1) staircase for 2 ESPs, i.e. the Feasibility Study.</p>	
<p>40</p>	<p>Volume 3 – Section 2.9 Article 2.9.7 Maintenance Requirements</p> <p>Each compartment stream of the ESP shall be provided with isolation dampers at inlet and outlet for carrying out maintenance work while the remaining section of the ESP is in service...</p> <p>According to standard DIN EN 12952-13 due on safety reasons it is necessary to provide the dampers with sealing air to secure a 100% gas-tightness by entering the ESP for maintenance work of one ESP while the remaining section of the ESP is in service. Please confirm that the dampers have to be executed with sealing air.</p>	<p>Please see chapter 2.9.7 for the related requirements</p>
<p>41</p>	<p>Volume 3 – Section 2.9 Article 2.9.9 Collecting electrodes</p> <p>... 400mm for ESP of TENT A3 unit...</p> <p>... 400mm for Zone 1&2 and 500mm for Zone 3&4 for ESP of TPP Morava...</p> <p>We as a ESP's designer and supplier have our own knowledge and would like to decide by our self the design of the ESP, i.e. we should also warrant for the performance of the ESP. Therefore please confirm that the spacing between the collecting electrodes can be decided by the Contractor himself.</p>	<p>Please see the answer to question no. 5 above.</p>
<p>42</p>	<p>Volume 3 – Section 2.9 Article 2.9.14 Penthouse covering</p> <p>ESP's shall be provided with weatherproof penthouse.</p> <p>According to the drawings of Feasibility Study there is no penthouse (an additional room above the weather roof of ESP) shown. Please confirm no necessity of a Penthouse.</p>	<p>Your assumption is correct. It is not mandatory to erect the Penthouse.</p>
<p>43</p>	<p>Sect. 2.9 Article 2.9.19... should include the bypass channel...</p>	<p>Yes, it is only for 'TENT' A3</p>

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No	Question	Answer
	According to the drawings of Feasibility Study the bypass channel with dampers is only for Nikola Tesla A3. Please confirm.	
44	Dampers before and after ESP for both lots (Nikola Tesla A3 and Morava)?	Only before ESP for TENT A3 and TEM
45	Technical specifications - Electrical	
45.1	MV Switchgear Vol. 4 Item/Form 3.10a p.9 Item 3.10a: "Provision and Instalation of 6.3kV Switchgear" but on drawing E11015-E004 6.3kV switchgear is not in scope of replacement or delivery. Please clarify.	The 6.3kV Switchgear is not in the scope of delivery of the Contractor. However, the Contractor is responsible for the delivery and replacement of CT transformers, and for the provision of the protection setting data.
45.2	MV Switchgear Vol. 4 Item/Form 3.10b p.17 Item 3.10b: "Provision and Instalation of 6.3kV Switchgear" but on drawing E11016-E004 6.3kV switchgear is not in scope of replacement or delivery. Please clarify.	In accordance with drawing E11016-E004 it is foreseen that the Beneficiary will provide two incoming cells with circuit barker 630 A. The Contractor's responsibility is to provide CT 100/5/5A, as well as the supply cable PHP 3 x 95mm ² or equivalent type, which is marked on the mentioned dwg.
45.3	MV Cables Vol. 5 p. 4 In Vol.4 there is no Item for Replacement of MV cable (for transformer 3CT4'). Please confirm.	Replacement of MV cables is the responsibility of the Contractor. Please see Volume 4 chapter 3.16a
45.4	MV Cables Vol. 5 p. 4 Existing cable No. 3BBA030 have requested electrical characteristics for new ESP and enough length according new disposition of equipment in electrical room. Please confirm.	No. The cable must be replaced with a new one. Please see the Contracting Authority's Clarifications no. 5, answer 5/3
45.5	Existing cables Vol. 3 Section 5 p. 74-104 In construction area of new ESP's, on all levels, is there any existing cables which have to be in operation during erection or after start of new ESP's. Please provide cable list, if any.	No, there are no such cables on Nikola Tesla A3. For TPP Morava see the drawing attached as PDF files (Annexes 3 and 4).
46	Kindly request of answer about O ₂ and H ₂ O content in flue gases in ESP inlet for: A3 Obrenovac Morava	Please see the Contracting Authority's Clarification no. 4, answer to question no. 5

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No	Question	Answer
47	General	
47.1	<p>Subject Programme Volume 2 – Section 3 – Item/Form 8 Mar p.28</p> <p>In part 8,3 Programme Tender requirements is:</p> <p>Insert text at the end of sub-paragraph (a):</p> <p>"including handing over procedures in compliance with Kosovo legislation in force. Please explain what it means.</p>	<p>Reference to Kosovo is a simple editing error.</p> <p>It should read: <i>"including handing over procedures in compliance with Serbian legislation in force."</i></p>
47.2	<p>In case of bidding for both lots (Lot 1 and Lot 2), is it acceptable to submit only one set of general documents: one set of filled in Questionnaire forms and other relevant documentary proofs and to place them in a separate Book that will contain general information (Questionnaires), for both lots?</p>	<p>Yes, this is acceptable.</p>
48	Technical specifications – Electrical	
48.1	<p><i>Subject Temporary site installation</i></p> <p>TPP Nikola Tesla will provide adequate temporary electrical installation including cables and cables mounting, so that Project limit for temporary electrical installation on construction site is on incoming feeder of main temporary switchboards which is on Tenderer scope of delivery. (TENT A3 and TEM)</p> <p>Please confirm</p>	<p>No, the mentioned equipment is not Beneficiary's responsibility. Beneficiary will provide only appropriate feeding source.</p>
48.2	<p><i>Subject Switchyard 0,4kV Vol. 3 Item/Form 5.16.3 p. 86</i></p> <p>The new 0.4 kV switchgear must be withdrawable unit design or it can be fixed unit design? Please clarify</p>	<p>The new 0.4 kV switchgear does not have to be withdrawal design. However main and spare incoming feeders (circuit breakers) must be withdrawal. Outgoing feeders must have disconnecting elements.</p>
48.3	<p><i>Subject Switchyard 0,4kV Vol. 3 Item/Form 5.7.3 p. 95</i></p> <p>The new 0.4 kV switchgear must be withdrawable unit design or it can be fixed unit design? Please clarify</p>	<p>Please, see the answer to the previous question.</p>
48.4	<p><i>Subject Standby power supply of ESP Vol. 3 Item/Form 5.16.3 p. 85</i></p>	<p>It is the Contractor's responsibility to deliver and erect the complete equipment.</p>

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No	Question	Answer
	Whose responsibility/obligation (Beneficiary or Contractor) will be delivery/installation of new standby power supply including delivery and mounting of new equipment such as: 6kV cubicle, 6kV cable, 6/0,4kV transformer etc.? Please clarify	The limit of responsibility is the 6kV cubicle (please, see answer 45.1)
48.5	<p><i>Subject Standby power supply of ESP Vol. 3 Item/Form 5.17.1 p. 94</i></p> <p>Whose responsibility/obligation (Beneficiary or Contractor) will be delivery/installation of new standby power supply including delivery and mounting of new equipment such as: 6kV cubicle, 6kV cable, 6/0,4kV transformer etc.? Please clarify</p>	The delivery and erection of the mentioned equipment is the Contractor's obligation.
48.6	<p><i>New electrical room Vol. 3 Item/Form 2.8.5 p. 34</i></p> <p>Item 2.8.5 Works to be performed by EPS</p> <p>Reconstruction of electrostatic precipitator at Morava TPP: Civil, electrical and mechanical works on electrical room. We consider that the construction of new electrical room, procurement and installation of HVAC, lighting and socket installation in electrical room is Beneficiary obligation. Please confirm.</p>	The delivery and erection of the mentioned equipment is the Contractor's obligation.
48.7	<p><i>Subject Breakdown of Tender price ESP TPP Morava Vol. 4 Item/Form 4.1.2b p. 17</i></p> <p>Item 3.9b in BTP for TPP Morava is empty.</p> <p>We assume that in this item should to be:</p> <p>Provision and installation of new 6/0.4kV transformer.</p> <p>Please confirm.</p>	<p>It is confirmed. It should read:</p> <p>Provision and installation of a new 6/0.4kV transformer.</p>
49	Reference from Tender documentation	
49.1	<p><i>Subject Fire protection equipment, Vol. 3 Item/Form 4.21 p. 73</i></p> <p>Whose responsibility/obligation (Beneficiary or Contractor) will be procurement and installation of new fire protection equipment for TENT A3 and TEM. We assume that is Beneficiary obligation. Please clarify</p>	This equipment is the Contractor's obligation

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No	Question	Answer
49.2	<p><i>Subject Additional HV transformer, Vol. 3 Item/Form 5.16.6 p. 88</i></p> <p>The tender request: It is required to predict 2 additional HV transformer rectifiers with the appropriate technical documentation of the specification, testing as well as how to maintain. Should the price for these additional transformers to include in Breakdown of Tender price ESP for TENT A3 and in which item?</p> <p>Please confirm</p>	<p>Yes it should be included in the price.</p> <p>The price shall be included in the schedule 3, price of electrical equipment, position 3.12a (TPP Nikola Tesla A3), or 3.12b (TPP Morava).</p>
50	Commercial part	
50.1	<p><i>Subject Plant, Materials and Workmanship Additional HV transformer, Vol. 2, Sec. 3 Item/Form Eligibility of Plant, Materials and Services p. 27</i></p> <p>Item 7.9 Goods shall be transported by carriers from such eligible countries, unless exempted by the Employer in writing on the basis of potential excessive costs of delays, where the Employer's approval in writing, in such situations, will certify that the goods comply with the requirement specifying the respective country of origin.</p> <p>Please confirm.</p>	<p>Article 7.9 of the Particular Conditions is not subject to change.</p>
50.2	<p><i>Subject Plant, Materials and Workmanship Additional HV transformer, Vol. 2, Sec. 3 Item/Form Eligibility of Plant, Materials and Services p. 28</i></p> <p>Item 7.9 The Contractor shall present an official Certificate of Origin (i.e. issued by the Chamber of Commerce of the country of origin) on provisional acceptance, no matter on the value of shipment.</p> <p>Please confirm.</p> <p>Usually, for small shipments, below EUR 6,000.00, Serbian customs authorities do not require Certificate of Origin, issued by the Chamber of Commerce. Exporter's statement, with customs authorization No., on the invoice, is enough.</p>	<p>No value threshold is set for the presentation of the Certificates of Origin.</p>

CONTRACTING AUTHORITY'S CLARIFICATIONS No. 6

No	Question	Answer
51	Marketing	
51.1	<p><i>Subject Sub-contractors, Vol. 1, Sec. 4 Item/Form 4.6.3.8 p. 29</i></p> <p>QUOTE: The Tenderer shall provide details of his proposed major subcontractors for design and works > 5% of the contract value. He shall also declare how much of the design and works is sub-contracted and the value in Euros of the sub-contract packages. End QUOTE.</p> <p>and</p> <p>WORKS CONTRACT NOTICE Ref.Ares(2013)2691093 - 17/07/2013</p> <p>Selection and award criteria - Page 6 of 7 ad. 16.</p> <p>C) Technical capacity of candidate - last paragraph:</p> <p>QUOTE: Proposed sub-contractors (for more than 10% of the contract value) shall meet the required experience in similar works (experience detailed and specified in form 4.6.3.8) as per the proportion of the envisaged participation (the sub-contractors shall meet the execution or/and design sub-criteria according to the nature of their involvement in the contract). End QUOTE.</p> <p>Question: Does that mean that the Form 4.6.3.8 should be filled in by names and information of proposed sub-contractors that have more than 10% of the contract value and that they have to submit evidence of experience in similar works? Please, confirm.</p>	<p>Please see the answer to question no. 29 above.</p>
51.2	<p><i>Subject Financial Statement, Vol. 1 Sec. 4 Item/Form 4.4 p.12</i></p> <p>We assume that a mistake was made (2007-2012), instead of 2010 – 2015 since it is clearly stated –Year - 1; Year - 2, Last year, Current year; Year + 1; Year + 2, please confirm.</p>	<p>Indeed and editing error occurred; instead of "2007-2012" it should read "2010-2015".</p>
52	<p><i>Vol.3, Employers requirements</i></p> <p>2.6 Flue gas characteristics</p> <p>Inform about actual raw gas O2 concentration in worst case operation in order to design clean gas</p>	<p>Please see the Contracting Authority's Clarifications no. 4, answer to question no. 6.</p>

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No	Question	Answer
	concentration at standard conditions at 6% O ₂	
53	<p><i>Vol.3, Employers requirements</i></p> <p>2.6 Flue gas characteristics</p> <p>Inform about actual raw gas H₂O-concentration in worst case operation (min H₂O) in order to design clean gas concentration at standard conditions at 6% O₂</p>	Please see the Contracting Authority's Clarifications no. 4, answer to question no. 7.
54	<p><i>Vol.3, Employers requirements</i></p> <p>2.6 Flue gas characteristics</p> <p>Inform if actual raw gas dust-concentration max 64 g/Nm³ at 6 Vol% O₂-concentration includes soot blowing in order to design clean gas concentration at standard conditions at 6% O₂</p>	Please see the Contracting Authority's Clarifications no. 4, answer to question no. 8.
55	<p><i>Vol.3, Employers requirements</i></p> <p>2.6 Flue gas characteristics</p> <p>Inform if 50 mg/Nm³ shall also be achieved at outage of 1 HV transformer (n-1 operation)</p>	Please see the Contracting Authority's Clarifications no. 4, answer to question no. 11.

ANNEXES (the .pdf files referred to in the answer to the questions 4 and .45.5):

- Annex 1: The ID fan curve for TEM (file name: "Annex 1 to CTP 6 TEM ID fan curve.pdf")
- Annex 2: The ID fan curve for TENT A3 (file name: "Annex 2 to CTP 6 TENT A3 ID fan curve.pdf")
- Annex 3: The route of outern cables for TEM (file name: "Annex 3 29.001-A TPP Morava.pdf")
- Annex 4: The plan of laying cables for TEM (file name: "Annex 4 29.002-A TPP Morava.pdf")