

Memorandum of Information III

Clarification questions on Tender "Absorber Setup, Ref. 2020 FPL/INK177 date 20-12-2020"

No.	Section nr. / subject	Question	Answer
1.	Program of requirements	Will gascylinders V-200, 300 and 400 be supplied by TNO and space and connections to be foreseen in the set-up? It is our experience that gas cylinders can best be arranged by the owner of the equipment based on refilling and interchangeability required during operation.	The gas cylinders will be supplied by TNO. Since this equipment will be used in our labs we will be responsible for this activity,
2.	Program of requirements	Appendix T01 does not specify that 2 separate skids are required, one for the absorbers and one for the desorber. However this is the response to a question in Mol no.2. We assumed based on Appendix T01 that there is one skid required with connected E-cabinet for the total setup. Maybe only a physical separation for the transport of the unit depending on the final unit dimensions is applicable. Is this acceptable? If TNO wishes to have a separate skid for the desorber unit, shall the instruments be wired to Junction boxes?	Yes, the desorber should be in a separate skid that could be detached from the absorber. You can use a Junction box for the wiring (that is what we usually do as well) and to connect the boxes we use a multi cable connector (example: https://www.conrad.nl/p/afdekkap-harting-19411160523-1-stuks-1990986) For the absorber columns, you can either think about separate skids or a skid that you can change only the absorber columns (flue gas with direct air capture)
3.	Program of requirements	We assume that the absorber columns have free outflow of gas/air. Is this correct?	The gas outlet of the absorber is vented.
4.	Program of requirements	Are the filling vessel VS-103 and pump P-106 as shown in figure 1 of Appendix T01 part of the scope of delivery?	VC 103 should be included but the pump not
5.	Program of requirements	Reference is made to Appendix T01 section 6.2.3.: Piping, flanges and vessels with its accessories less than or equal to 0.5 bar(g) SHALL conform to the additional requirements as stipulated in the Dutch regulations. The last part ("and SHALL also be CE marked.") we assume is to be interpreted that these part will be covered by the overall CE marking of the set-up. Please confirm.	CE marking of the setup is enough
6.	Apendices	Reference is made to Appendix C03 - Article 11.1 and 11.2. Is the requested project scope regarded as a 'Performance' or as a 'Work'?	As a performance, this is mainly related to (technical) parts of the unit.
7.	Apendices	Reference is made to Appendix C03 - Article 11 (Guarantee). Defects due to improper use, accidents not attributable to shortcomings of Supplier/Contractor, lack of proper maintenance or fitting, assembly, alterations or repairs by TNO or by third parties are not covered under warranty. The TNO conditions do not mention this. Are we allowed to add this condition?	The supplier must deliver a unit which works well. The components should perform as specified. This excludes situations where TNO is the cause of damage and/ or defects.
8.	Apendices	Reference is made to Appendix C03 - Article 11 (Guarantee). This is an experimental process installation. Therefore guarantee is limited to technical guarantee. Please confirm acceptance.	The supplier must deliver a unit which works well. The components should perform as specified. This excludes situations where TNO is the cause of damage and/ or defects. The guarantees should be to meet the requirements stated in the tender.
9.	Apendices	Reference is made to Appendix C03 - Article 11.5. This article states 'In case of repaired or replacement performances, a guarantee period of twenty-four months again starts from the Delivery or the commissioning of the replacement or repaired Performance'. Please confirm that this will only refer to the replaced or repaired parts and not to the entire system.	The supplier must deliver a unit which works well. The components should perform as specified. This excludes situations where TNO is the cause of damage and/ or defects.
10.	Apendices	Reference is made to Appendix C03 - Article 11.5. This article states 'TNO is entitled to have the necessary measures carried out at your expense'. The wording 'at your expense' should be deleted. Please confirm your acceptance.	This will refer to the replaced/repaired parts and not the function of the complete system. It includes all connections.
11.	Apendices	Reference is made to Appendix C03 - Article 15.6. This article includes consequential damage. We can not and will not accept being liable for consequential damage. We suggest deleting this article. Please confirm your acceptance.	The contractor has to solve the problem. If contractor does not solve the problem then TNO will find other ways to solve the problem at the expense of the contractor
12.	Apendices	Reference is made to Appendix C03 - Article 18.2. Every invoice should be paid in full. Invoices can't be settled against one other. Please confirm acceptance.	The sentence: "TNO is it all times entitled to reduce or set off its payment obligation to you against TNO's claims on you.", will be deleted. We will separate both obligations and claims in separate cases and will not settle them against each other.
13.	Apendices	Reference is made to Appendix C03 - Article 19. This article includes consequential damage. We can not and will not accept being liable for consequential damage. Please confirm we may add a sub article stating that we will not be liable for consequential damage.	Could you specify which section you are referring to?

14.	Apendices	Reference is made to Appendix C03 - Article 24.5. Please confirm that this article, like article 24.4, only refers to cases mentioned in article 24.1 a - e. Please confirm that in all other cases of partial termination the same applies as in article 24.3.	Partial termination can also happen when the contractor is not delivering the 'agreed results' according to the signed contract.
15.	Apendices	Reference is made to Appendix C03 - Article 37. Please confirm that making copies of 'standard' software is only allowed in case this is allowed by the software supplier. Please note and accept that in many cases the number of copies/licenses is restricted and cannot be influenced by Tenderer. The application software can be copied.	Contractor should deliver a fixed and restricted amount of licenses available. Making copies of software should be allowed in case this is allowed by the software supplier.
16.	Apendices	Reference is made to Appendix C03 - Article 39.3. Tenderer is entitled charging reasonable cost for making available replacement software copies. Please confirm acceptance.	Contractor can make reasonable cost for making available replacement software copies.
17.	Planning	Remark	The tender is extended till 27 januari 2021 12.00 hours