

Memorandum of information

Name organization	TNO
Name tender	Thalia
Reference	2020 FPL/INK170
Address Tender	https://www.tenderned.nl/tenderned-tap/aankondigingen/210232
Name	Paul Springer
Date	30 november 2020

Question 1	
Design according to conceptual process diagrams is specified. In Section 1.3.3. We have found schematic diagrams in section 8 (Figures 4 and 6), please confirm these are the only process diagrams which are available or provide additional design information.	
Answer 1	
In addition to the diagrams published in the tender, a basis of design document and accompanying mass and energy balance for the system will be provided to the successful tenderer after contract award.	

Question 2	
Please indicate the available budget for the requested scope of the project.	
Answer 2	
Sufficient budget in line with the scope is available for the execution of the project but this amount will not be communicated in the tender process.	

Question 3	
We require more time to submit a tender, please confirm a 2 week extension to bid can be granted.	
Answer 3	
The deadline for submission is extended till 12.00 hours on Tuesday 29th of December 2020.	

Question 4	
2.2.3 Self-declaration The Tenderer must complete and submit a Self-declaration (Appendix A01 and, if applicable, Appendix A02) according to the following instructions. The Tenderer must use Adobe Reader to open and complete Appendix A01 or A02 (the European Single Procurement Document; ESPD). Opening Appendix A01 or A02 in any other program may result in the loss of information that has been pre-entered by TNO. Question: These documents are MS WORD documents. Opening with Adobe Reader is not possible. The link in the WORD document worked. Can you confirm that this is the correct way, or send us the PDF format.	
Answer 4	
A PDF version or word version is fine. Even a printed, signed and filled in by hand version and then scanned is accepted.	

Question 5	
Fixed prices are requested. in Section 6.1.1.	
Only limited conceptual design information is given with the RFQ, based on which the customer and supplier jointly shall convert this generic concept into a design as described in ASection 8 PoR. Based on this design (including a P&ID) you can work out a fixed scope and fixed price proposal. Based on previous experience, we know that when the design is executed within the project, a customer could request several elements to be implemented on P&ID that are either their standard or are added later following a design / P&ID review or jointly performed HAZOP (i.e. drains, vents, automation, redundancy, bypasses, spare capacity, items for operator convenience, the degree of flexibility, etc). Not all details are specified in the RFQ. How would TNO like to approach this in the current project? Would TNO consider carrying out the basic engineering activities during the tender preparation against a fee?	
Answer 5	
Based on previous experience of TNO, the costing will be approached as lumpsum. If the tenderer can prove to TNO that their proposed design complies to all requirements stated, there will be no additional requirements or functionality added. This can be clearly stated in the contract. TNO does not accept to reimburse the basic engineering activities during the tender preparation.	

Question 6	
Figure 2 in Section 8.2.1. shows the scope overview of the complete demonstration unit. Can TNO advise whether the CO₂ capture equipment and Electrodialyse separation equipment can be supplied as a standardized packaged unit and if so, provide a technical specification of both skids based on their current considerations?	
Answer 6	
The functional requirements (e.g. Including sizing) are specified in the tender document, with a special attention to the interfaces between the different skids. The tenderer is allowed to select and purchase the CO ₂ capture unit and electrodialysis unit as a standardized package, as long as the requirements published in the tender are met. TNO is expecting that a standard package is used for the different units and the engineering should only be necessary for the integration of the units. The information published in the tender should be sufficient for the company with the right expertise (senior process, mechanical and automation system engineering expertise) to be able to provide an offer.	

Question 7	
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'?	
Answer 7	
As a performance, this is mainly related to (technical) parts of the unit.	

Question 8	
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?	
Answer 8	

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.

Question 9

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.

Answer 9

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.

Question 10

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.

Answer 10

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.

Question 11

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.

Answer 11

This will refer to the replaced/repaired parts and not the function of the complete system. It included all connections.

Question 12

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.

Answer 12

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

Question 13

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.

Answer 13

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.

Question 14	
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.	
Answer 14	
Could you specify which section you are referring to?	

Question 15	
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.	
Answer 15	
Partial termination can also happen when the contractor is not delivering the 'agreed results' according to the signed contract.	

Question 16	
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.	
Answer 16	
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.	

Question 17	
Reference is made to Appendix C03 - Article 39.3. Tenderer is entitled charging reasonable cost for making available replacement software copies. Please confirm acceptance.	
Answer 17	
Contractor can make reasonable cost for making available replacement software copies.	

Remark 1	
Questions can be asked regarding to tenderdocuments and memorandum of information.	