

QUESTIONS AND ANSWERS

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Point No.1: Issued to „Building“

Can the Process Building and the Control Building (incl. sauna, kitchen, dining room..) be combined in on single building complex.

A: YES, PROVIDED THAT IT IS ABSOLUTELY CLEAR THAT THE CONTROL ROOM IS PROTECTED FROM ODOURS AND OTHER NUISANCE FROM THE PROCESS PREMISES.

Point No.2: Issued to „Additional infratstructure“

Is landscaping pavements, area lightning etc. are within the scope of the contractor?
Please specify the scope.

A: YES, CONTRACTOR WILL BE RESPONSIBLE OF THE DESIGN AND PURCHASER SHALL GIVE THE FINAL APPROVAL FOR THE DESIGN

Point No.3: Issued to „Subcontractor“; 4-Contracting program; pt.2.3

The Purchaser should not be entitled to reject a subcontractor proposed by the contractor without any justifiable reason. In case to purchaser prefer to work with another subcontractor, all additional costs shall be with the purchaser.

A: SUB-CONTRACTORS CAN BE REJECTED IN THE CASE THERE IS A JUSTICED REASON. CONDITIONS RELATED TO PRICE ARE NOT ACCEPTED.

Point No.4: Issued to „Milestones“; 4-Contracting program; pt.8.2

Due to unpredictable weather conditions from December till March we asked for changes in the Milestone plan.

1. Principal designs ready and delivered for purchaser's approval - 1.12.2018
2. Construction work started on site, if the weather conditions allows - 1.12.2018
3. Mechanical completion, ready for cold commissioning - 30.12.2019
4. Provisional Taking Over (PTO) - tdb

In addition we ask for a chance of the penalized Milestones. We suggest:

Penalised should be "Mechanical completion" and "PTO". No other milestone should be penalised.

A: THE SCHEDULE IS REVISED.

Milestones of the Turn Key-contract shall be as follows:

1. Principal designs ready and delivered for purchaser's approval – 1.11.2018
2. Construction work initiated on site – 1.12.2018
3. Operational employees trained by – 1.11.2019
4. Mechanical completion, ready for commissioning by - 1.11.2019
5. Municipal Building control's final inspection by – 1.12.2019

More detailed plan shall be annexed into the contract.

Point No.4.: Issued to “Final Installment Payment“; 1-Tender Form; page.3

Could you explain clearly the meaning of "...the guarantee of the guarantee period has been delivered with delivery documents".

A: 10 % CONSTRUCTION PERIOD GUARANTEE IS LOWERED TO 2 % GUARANTEE PERIOD GUARANTEE – THERE MUST BE A DOCUMENT OF THE 2 % GUARANTEE BOND AND ALSO THE COMPLETE DOCUMENTATION OF THE PLANT MUST BE RELEASED BEFORE THE FINAL INSTALMENT IS PAID.

Point No.5: Issued to “Construction Permit”; 4-Contracting Programme; pt.4.10

Who should be responsible for applying for and obtaining the construction permit?

A: CONTRACTOR WILL ACT AS A PRINCIPAL ENGINEER AND SHALL BE RESPONSIBLE OF THE PREPARATION OF THE CONSTRUCTION PERMIT AND ITS DOCUMENTS. PURCHASER SHALL BE THE OWNER OF THE PERMIT.

Point No.6: Issued to “Contract Documents “; 4-Contracting Programme; pt.7.1

What is “ESPD Form”?

A: IT IS PART OF THE STATEMENT THAT EVERY TENDERER MUST FILL TO SHOW THEIR APPLICABILITY TO WORK IN EU.

Point No.7: Issued to “Conditions to start working “; 4-Contracting Programme; pt.8.1

What is “construction time guarantee payment”?

A: THE GUARANTEE IS 10 % FROM THE VALUE OF THE TURN-KEY PROJECT AND IT IS GIVEN ACCORDING A GENERAL TERMS (YSE)

Point No.8: Issued to “Pricing in case of additional or modification of the works “; 4-Contracting Programme; pt.10.3.1

Reasonable profit (6%) shall be considered when we apply art.47 of YSE 1998 cost price.

A: THE GENERAL TERMS (YSE) DO NOT ACCOUNT CONTRACTOR’S PROFIT BUT CLEARLY DEFINES THE METHOD TO CALCULATE THE COST PRICE. THIS IS NO EXPOSED TO DEVIATION EVEN IF THE CONTRACTOR WISHES TO HAVE LOWER MARGIN THAN THE YSE DEFINES.

Point No.9: Issued to “Arbitration “; 4-Contracting Programme; pt.16

The language in arbitration shall be English.

A: THE LANGUAGE IS FINNISH

Point No. 10: Issued to „Delay“; 4-Contracting program; pt.11.2

Please change into "The delay penalty shall not exceed 5% of the contract price. Payment of the delay penalty for delay shall be the Contractor’s sole and exclusive liability hereunder and shall have no further liability whatsoever to the Purchaser in respect of delay of the mechanical completion and PTO. If the contractor causes delay in mechanical completion, but completes the PTO in time, the delay penalty shall not be paid although applicable delay penalty is calculated without payment upon occurrence of delay in mechanical completion. In case both of mechanical completion and PTO are subject to delay penalty, delay penalty on mechanical completion shall be credited to the later milestone (PTO) which is subject to delay damages, i.e. each day of delay shall be subject to delay damages only once.

A: THERE ARE NO CHANGES

Point No.11: Issued to „ Limitation of liability “; 4-Contracting program

We ask to add a "Limitation of liability clause" as follows:

"The aggregate liability of the Contractor to the Purchaser under or in connection with the Agreement shall in no event exceed the Contract Price."

A: THERE ARE NO CHANGES

Point No.12: Issued to „Consequential damages“; 4-Contracting program

We ask to add "Consequential damages clause" as follows: "Either party shall in no event be liable to the other party by way of indemnity or by reason of any breach of the Agreement or in tort or otherwise for loss of use of the Plant or any part thereof or for loss of products, loss of feedstock, loss of catalyst, loss of utilities, loss of profit, loss of any contract, or for any indirect, special or consequential loss or damage that may be suffered by the other party in connection with the Agreement."

A: THERE ARE NO CHANGES

Point No.13: Issued to „Amount of penalties“; 4-Contracting program

We ask to add a new sentences as follows:

"The total amount of delay penalty and performance shortfall penalty shall not exceed 20% of the contract price. Payment of the performance shortfall penalty shall be the Contractor's sole and exclusive liability hereunder and shall have no further liability whatsoever to the purchaser in respect of performance shortfall.

A: THERE ARE NO CHANGES

Point No.15: Issued to „Extension for PTO and Price“; 4-Contracting program

We ask to add a clause "Extension of Time for Provisional Taking Over and Contract Price Increases" follows: The Contractor shall be entitled to (a) extension of time of Provisional Taking Over in relation to the Plant or any part thereof through an adjustment to the Main Time Schedules and (b) an increase to the Contract Price if the Contractor shall be delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any variations of contract conditions; or
 - (b) any occurrence of Grounds for Relief (Force Majeure) ,
 - (c) any unforeseeable physical conditions ; or
 - (d) any prolonged suspension order given by the Purchaser ; or
 - (e) any error in the Purchaser's Requirements.
 - (f) any unforeseeable interruption of the Works by the authorities
 - (g) any act or omission of or any default or breach of the Contract by the Purchaser or any act or omission of any other contractors employed by the Purchaser; or
 - (h) any other matter specifically mentioned in the Agreement as giving rise to an entitlement to an (a) extension of time of Provisional Taking Over and/or (b) an increase of the Contract Price;
- by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor and its effect on the Contract Price.

A: THERE ARE NO CHANGES

Point No.16: Issued to „Pre-conditions for start working“; 4-Contracting program; 8.1

"Financial Close" shall be included as pre-conditions of issuance of Notice to Proceed.

A: THERE ARE NO CHANGES

Point No.17: Issued to „Ownership of the works“; 4-Contracting program; 15

In principle, transfer of ownership of the works shall be upon payment of contract price for such works. Reasonable compensation shall be required for each termination case. (Termination by the Purchaser's convenience, termination by Purchaser's default, termination by the contractor's default, termination due to force majeure, termination due to prolonged suspension.)

A: THERE ARE NO CHANGES

Point No.18: Issued to „Time for repair“; 4-Contracting program; 9.1

Please delete “but no later than within one (1) month from the purchaser’s notice of the defect to the contractor”.

A: THERE ARE NO CHANGES

Point No.19: Issued to „Warranty period“; 4-Contracting program; 9.3

Please change the maximum warranty period from 48 to 36 months

A: THERE ARE NO CHANGES

Point No.20: Issued to „Maintenance interval“; 4.2 - General requirements for machinery and installation works EKJH; page 3

“Shortest routine maintenance interval is no less than three months....six months...” – This is not possible, although it depends on the definition of routine maintenance.

We suggest: The interval for the maintenance has to be provided by the contract in form of “Maintenance Plan”

A: THE SENTENCE WILL BE REVISED TO “MAINTENANCE WORKS, THAT REQUIRE PLANT SHUT-DOWN”

Point No.21: Issued to „Bearings and wearable“; 4.2 - General requirements for machinery and installation works EKJH; page 3

Please delete: “Bearings or other wearable parts must be easily repaired by mechanical fine tuning or be easily replaced during routine maintenance and without additional work stoppage.” – There is no possibility to provide this requirement.

A: THE SENTENCE WILL BE REVISED TO “WITHOUT ADDITIONAL WORK STOPPAGE THAT CONCERN THE WHOLE PLANT OPERATION”

Point No.22: Issued to „Standard specified limits“; 4.2 - General requirements for machinery and installation works EKJH; page 3

The sentence:

“Should, in the purchaser's or purchaser’s representative’s opinion, an equipment component’s wear exceeds the applicable or standard specified limits during the guarantee period, the contractor shall replace these at own cost even if the equipment is otherwise operating at a satisfactory manner”

From our understanding there “applicable or standard specified limits” do not exist respectively are not clearly defined.

We suggest to change it into:

“Should, in the purchaser's or purchaser’s representative’s opinion, an equipment component’s wear exceeds the standard specified limits **which are agreed between the Purchaser and the Contractor** during the guarantee period, the contractor shall replace these at own cost even if the equipment is otherwise operating at a satisfactory manner”

A: THE SENTENCE WILL BE REVISED TO “WHICH ARE AGREED IN THE CONTRACT”

Point No.23: Issued to „Standard specified limits“; 4.2 - General requirements for machinery and installation works EKJH; page 3

The chapter:

“In case when replacing a component requires significant dismantling of the machinery, the service life of the relevant component must be at least ten years. Changing components can’t be subject to structural modifications. The machinery’s design life is at least 20 years. During this period no larger machinery or machinery assembly shall require replacement due to wear.”

Shell be changed as follows:

“In case when replacing a component requires significant dismantling of the machinery, the service life of the relevant component must be at least ten years **or as agreed between the Purchaser and the Contractor.**”

Changing components can't be subject to structural modifications. The **plant** design life is at least 20 years. During this period no larger machinery or machinery assembly shall require replacement due to wear." Please delete the last sentence. This is not possible.

A: THE SENTENCE WILL BE REVISED TO "OR AGREED IN THE CONTRACT" AND "DUE TO WEAR, UNLESS AGREED IN THE CONTRACT"

Point No.24: Issued to „Gas Guaranty“; 4-Contracting program: 4.11.4

Guarantee value: The facility's gas production must be not less than 70 Nm³ CH₄/per received wet-ton of waste is not acceptable for HZI because we have not sufficient material data in the tender document to guarantee this fix value.

Especially the major component of Residues of food manufacture can is not defined enough and can vary. We suggest to provide a biogas production guaranty in accordance to the standard biogas yield test named "VDI4630".

A: THIS CAN BE CHANGED, TO 90 % OF THE VALUE FROM VDI4630. TEST TEMPERATURE ACCORDING TO PROCESS TEMPERATURE AND DURATION 60 DAYS.

Point No.25: Issued to "Start guarantee run "; 4-Contracting ,, program: 4.11.4

Guarantee run shall be started after the biogas facility has been used continuously (without disturbances) for 4 weeks. The continuous operation means that the plant can receive wastes, can process the waste and produces it products without interruptions.

What is your understanding of: Disturbance and Interruption?

A: MEANING THAT THE PLANT STANDS STILL WITHOUT BEING ABLE TO RECEIVE WASTE AND TO PRODUCE BIOGAS / DIGESTATE

Point No.26: Issued to "Commissioning after test run "; 4-Contracting ,, program: 4.11.4

Commissioning can be started after the test run.

Please explain. Normally Commissioning is first.

CORRECTED

Point No.27: Issued to "Design Guidance "; 4-Contracting ,, program: 4.1

Description of the operations Etelä-Karjalan Jätehuolto Oy receives approximately 20,000 tonnes of sorted bio-waste and sewage sludge annually. The facility shall however be scaled for 25,000 tpa capacity. **Sewage sludge** and bio-waste are processed in separate lines into hygienized and mechanically **dewatered digestate**.

Is in contradiction with

4-Contracting ,, program:4.1.7

Post-treatment of digestate from wastewater sludge treatment line

Digestate is transferred to a silo that is located outdoors and the digestate can be handled with front-loader. Digestate is mixed with peat to produce digestate with TS >25 %.

In this chapter no dewatering of WWT sludge is mentioned.

Please clarify.

A: THE LATTER IS CORRECT AND THE FIRST IS CORRECTED

Point No.28: Issued to "Biogas storage "; 4-Contracting ,, program: 4.1.8e

The biogas storage shall have three membranes.

Do you have a preferred supplier for this?

Can a 2-layer biogas storage also been offered?

A: THREE-LAYER MEMBRANE HAS A BOTTOM LAYER, THE SECOND LAYER HOLDS THE BIOGAS BETWEEN 1ST AND THE 2ND LAYER AND THE THIRD LAYER HOLDS AIR THAT CREATE THE PRESSURE AND KEEPS THE OUTER LAYER ON SHAPE. HOLDER THAT HAS ONLY BIOGAS AND NOT THE AIR-SPACE IS NOT ACCEPTED.

Mihin syötekohtaisiin kaasuntuottolukuihin ($\text{Nm}^3\text{CH}_4/\text{tVS}$) perustuu metaanin tuoton takuuarvo 70 Nm^3 / vastaanotettu märkätonni? Näkemysemme mukaan tuottovaatimus tulisi sitoa laboratoriokokeisiin tai määritellä metaanina kuiva-ainetonnia kohden, koska syötteidenne kuiva-ainepitoisuuksille on annettu vaihteluväli. Jos molemmat syötteen ovat vaihteluvälin alarajoilla, on tuottovaatimus lähes mahdoton. Myös keskiarvoilla se on erittäin optimistinen.

VAATIMUS KAASUNTUOTTOARVOSTA ON MUUTETTU. UUSI ARVO ON 90 % VDI4630 MUKAISEN TESTIN TULOKSESTA. TESTIN LÄMPÖTILA SAMA KUIN PROSESSIN LÄMPÖTILA JA KESTO 60 VUOROKAUTTA.

Tarkoittaako 1.8.2019 käynnistyvät "guarantee tests" samaa kuin liitteessä "contracting programme" mainittu "determination of guaranteed values"? Toisin sanoen, tuleeko syötön ja kaasuntuoton täydet takuuarvot täyttää 1.8.2019 alkavissa testeissä? Se on näkemysemme mukaan erittäin haastava vaatimus, koska mikrobiologisen prosessin ylösajo täyteen kapasiteettiin voi kestää kuukausia. Ja sopimussakko, mikäli tätä ei saavuteta, on valtava.

AIKATAULUSSA OLI VIRHE – VIRHE ON POISTETTU JA SAKOLLISET TAVOITTEET UUELLEEN MÄÄRITELTY