

Datum objave: 08.07.2020 14:27

#### VPRAŠANJE

General Part of LTSA, Article 7.3

If the tenderers are unable to attend the visit on 10 July 2020, the Contracting Authority will organize an additional date for the visit on 27 July 2020 (date) at 10:00 hours (CET).

Clarification question:

Considering recent changes caused by Covid virus some foreign site visit participants might be prevented to enter Slovenia, kindly ask you to confirm that in this case, and in line with Article 7.3, Contracting Authority will organize additional date for site visit.

#### ODGOVOR

The Contracting Authority has already provided an additional date (27.7.2020 at 10:00 hours (CET)) if such circumstances occur. In case that additional date will be needed (due COVID circumstances) the Contracting Authority will provide an additional date for the inspection.

Naročnik je v primeru takšnih okoliščin že navedel dodaten datum (27.7.2020 ob 10:00 (CET)). V primeru, da bo potreben dodaten datum (zaradi okoliščin COVID) bo naročnik zagotovil dodaten datum pregleda.

Datum objave: 08.07.2020 14:28

#### VPRAŠANJE

General Part of LTSA, Article 11.1 TENDER DOCUMENTS

The tender documents shall be comprised of the documents listed in Item 15 of these documents and means of proof listed in Item 8 of these documents.

Clarification question:

As Article 15 of General Part of LTSA refers to Legal protection, kindly ask you to confirm that request to participate shall be comprised of the documents listed in Article 16 Appendices and means of proof listed in Article 8 Qualitative selection

#### ODGOVOR

Contracting Authority informs that regarding first paragraph point 11.1 of General part of documentation (11.1 TENDER DOCUMENTS) was made an editorial error instead of number 15 is number 16 (the correct sentence is: The tender documents shall be comprised of the documents listed in Item 16 of these documents and means of proof listed in Item 8 of these documents).

Naročnik obvešča, da je bila v zvezi s prvim odstavkom točke 11.1 Splošnega dela dokumentacije (11.1 RAZPISNA DOKUMENTACIJA) narejena redakcijska napaka. Namesto številke 15 je bila navedena številka 16 (pravilni stavek se glasi: Razpisno dokumentacijo sestavljajo dokumenti, navedeni pod točko 16 te dokumentacije ter dokazila, navedena pod točko 8 te dokumentacije).

Datum objave: 08.07.2020 14:28

#### VPRAŠANJE

General Part of LTSA, Article 11.1 TENDER DOCUMENTS

The tender documents shall be comprised of the documents listed in Item 15 of these documents and means of proof listed in Item 8 of these documents.

Clarification question:

Since Article 15 of General Part of LTSA refers to Legal protection, kindly ask you to clarify that request to participate shall be comprised of the documents listed in Article 16 Appendices and means of proof listed in Article 8 Qualitative selection

#### ODGOVOR

Contracting Authority informs that regarding first paragraph point 11.1 of General part of documentation (11.1 TENDER DOCUMENTS) was made an editorial error instead of number 15 is number 16 (the correct sentence is: The tender documents shall be comprised of the documents listed in Item 16 of these documents and means of proof listed in Item 8 of these documents).

Naročnik obvešča, da je bila v zvezi s prvim odstavkom točke 11.1 Splošnega dela dokumentacije (11.1 RAZPISNA DOKUMENTACIJA) narejena redakcijska napaka. Namesto številke 15 je bila navedena številka 16 (pravilni stavek se glasi: Razpisno dokumentacijo sestavljajo dokumenti, navedeni pod točko 16 te dokumentacije ter dokazila, navedena pod točko 8 te dokumentacije).

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VPRAŠANJE

General Part of LTSA, Article 11.3.2 Subcontracting

If the tenderer intends to conduct the public contract with subcontractors, the tenderer shall submit in the request to participate/the tender:

- The list of subcontractors, together with an indication of the scope of works assumed by each subcontractor and estimated share of assumed scope of works in relation to the total scope of works.
- Subcontractor information.
- Consent or power of attorney from the contractor and subcontractor

Clarification request:

Kindly ask you to confirm that above mentioned Consent or power of attorney from the contractor and subcontractor refers to Appendix Nr. 8 - Consent or authorization of the contractor and subcontractor

ODGOVOR

We can confirm. that above mentioned Consent or power of attorney from the contractor and subcontractor refers to Appendix Nr. 8 - Consent or authorization of the contractor and subcontractor.

Potrjujemo, da se zgoraj omenjeno soglasje oz. pooblastilo izvajalca in podizvajalca nanaša na Prilogo 8 – Soglasje oz. pooblastilo izvajalca in podizvajalca.

Datum objave: 08.07.2020 14:29

VPRAŠANJE

Spoštovani,

prosim vas za dostop do tehnične specifikacije saj je ne najdemo v pripetih datotekah.

Lep in uspešen teden

ODGOVOR

V skladu s točko 7.1 Splošnega dela dokumentacije naročnik zaradi varovanja posebej občutljivih informacij v skladu z drugim odstavkom 61. člena ZJN-3 ni mogel objaviti vse dokumentacije na portalu javnih naročil. Ker vsebuje pomembne podatke o obratovanju kritične infrastrukture, je bilo mogoče zaprti del dokumentacije pridobiti po predhodni najavi prošnje za brezplačno zagotovitev zaprtega dela in po podpisu pogodbe o nerazkritju podatkov z naročnikom. Potencialni ponudniki so lahko zaprti del dokumentacije naročili po elektronski pošti na [javna.narocila@te-sostanj.si](mailto:javna.narocila@te-sostanj.si) najkasneje do 29.06.2020 do 10. ure (CET).

Datum objave: 10.07.2020 09:26

Spoštovani,

obveščamo vas, da bo naročnik zaradi poostrenih ukrepov iz naslova COVID-19 razmer ogled v razpisanih terminih izvedel v ločenih, manjših skupinah (ob 10.00 uri in 14.00 uri).

Komandna soba bo na voljo za ogled preko virtualnega posnetka.

Lep pozdrav.

Datum objave: 14.07.2020 08:35

VPRAŠANJE

General Part of LTSA, Article 8.1.1. Exclusion grounds

In line with Article 8.1.1. at prequalification phase tenderer needs to provide following evidence for grounds of exclusion listed under subarticles 1 - 5:

- ESPD
  - Evidence to demonstrate that the tenderer/co-tenderer/subcontractor is not subject to the above-listed grounds for exclusion
- for:
- the tenderer;
  - all partners in a joint request to participate/a joint tender;

- all subcontractors

Clarification request:

Kindly ask you to confirm that:

- at prequalification phase, as evidence for grounds of exclusion listed in 8.1.1. tenderer needs to provide only ESPD documents
- other evidence to demonstrate that the tenderer/co-tenderer/subcontractor is not subject to the above-listed grounds for exclusion as stated in Article 8.1.1:
- does not need to be submitted at prequalification phase
- has to be submitted only upon the Contracting Authority's request

Our understanding is that purpose of ESPD form is to reduce number of documents that all contractors need to submit together with the offer and that supporting documents will be required only from the company that will be awarded with the contract.

#### ODGOVOR

As specified in the General part of procurement documents, the tenderer must already when submitting request to participate submit ESPD and all evidence confirming /proving that no grounds for exclusion have been given for the tenderer / co-tenderer / tenderer (listed in point 8.1.1).

If ESPD does not contain information on free direct access to national databases (web address of the database, identification information, if required, and a consent for the Contracting Authority to obtain the evidence) where the Contracting Authority can obtain certificates and other necessary information, the tenderer shall be obliged to submit, upon the Contracting Authority's request, within the time period set by the Contracting Authority, supporting documents or other documentary evidence proving the fulfilment of the set conditions.

If the country in which the tenderer (or other economic operators, if applicable) is established does not issue the required means of proof as requested by the Contracting Authority, the tenderer (or other economic operators, if applicable) may submit a declaration on oath. If in the country in which the tenderer (or other economic operators, if applicable) is established, there is no provision for declarations on oath, the tenderer (or other economic operators, if applicable) may submit a declaration made by the person concerned before a competent judicial or administrative authority, a notary or a competent professional or trade organisation in the country of origin of this person or in the country where the tenderer (or other economic operators, if applicable) is established.

Kot je navedeno v Splošnem delu razpisne dokumentacije, mora ponudnik že ob vložitvi prijave za sodelovanje priložiti enotni evropski dokument v zvezi z oddajo javnega naročila (ESPD) in vsa dokazila, ki potrjujejo/dokazujejo, da ponudniku niso bili predloženi razlogi za zavrnitev (seznam je pod točko 8.1.1.).

Če enotni evropski dokument v zvezi z oddajo javnega naročila (ESPD) ne vsebuje informacije o prostem neposrednem dostopu do nacionalnih baz podatkov (spletni naslov podatkovne baze, identifikacijski podatki, če so potrebni, ter soglasje, da lahko naročnik pridobi dokaze), od koder lahko naročnik pridobi certifikate in druge potrebne informacije, mora ponudnik na zahtevo naročnika in v roku, ki ga postavi naročnik, predložiti podpirne dokumente in druga dokazila, ki dokazujejo izpolnjevanje postavljenih pogojev.

Če država, v kateri je ponudnik (ali morebiten drug poslovni subjekt) ustanovljen, ne izdaja potrebnih dokazil, kakršna zahteva naročnik, lahko ponudnik (ali morebiten drug poslovni subjekt) predloži izjavo pod prisego. Če v državi, v kateri je ponudnik (ali morebiten drug poslovni subjekt) ustanovljen, izjave pod prisego niso v uporabi, lahko ponudnik (ali morebiten drug poslovni subjekt) predloži izjavo odgovorne osebe podano pred pristojnim sodnim ali administrativnim organom, notarjem ali pristojno strokovno ali trgovsko organizacijo v državi izvora osebe ali v državi, kjer je ponudnik (ali morebiten drug poslovni subjekt) ustanovljen.

Datum objave: 06.08.2020 13:40

VPRAŠANJE

Technical documentation

Clarification request:

Are there any technical inspections reports, reports on past repair works and on replacement of parts (incl. pressure parts) existing?

Is it possible for Contracting Authority to submit these technical inspection reports?

Are there any known problems related to the following components: grate, burner, ignition burner?

## ODGOVOR

The Tenderer must acknowledge that, the Unit has been maintained by TEŠ and its subcontractors, to their best judgement and as they deem fit, and, due to following the principles of condition-based maintenance, to a certain extent in deviation from the OEM Recommendations and Prudent Industry Practice. The Contractor shall take over the Planned Maintenance of the Unit (and any other maintenance, works and Services on the Unit in accordance with this Contract) in the as is condition of the Unit, meaning that the Contractor shall cover all costs related to the condition of the Unit, and that the Contractor shall not be entitled to any claims, objections, or the like, relying on (or related to) the condition of the Unit at the time of conclusion of the Contract, and any such remedies are waived by the Contractor. The cost of executing the Works shall be at the risk of the Contractor, who shall be deemed to have taken into account of all circumstances which may affect such cost in the Contract Price.

Ponudnik mora priznati, da je TEŠ s podizvajalci vzdrževal blok po svojih najboljših močeh in, v skladu z načelom vzdrževanja na podlagi stanja, z nekaterimi manjšimi odstopanji od priporočil proizvajalca in preudarno prakso v industriji. Izvajalec bo prevzel načrtovano vzdrževanje bloka (in vse drugo vzdrževanje, dela in storitve na bloku pod to pogodbo) v stanju bloka, v kakršnem je, kar pomeni, da bo izvajalec kril vse stroške, povezane s stanjem bloka, in da izvajalec ni upravičen do reklamacij, ugovorov ipd. v povezavi s stanjem bloka v času sklenitve pogodbe. Izvajalec se odpoveduje vsakršnim tovrstnim sredstvom. Strošek izvedbe del je na strani izvajalca, za katerega se smatra, da je vse okoliščine, ki bi utegnile vplivati na strošek, vračunal v pogodbeno ceno.

Datum objave: 06.08.2020 13:52

### VPRAŠANJE

Technical documentation, Appendix F1

Clarification request:

Please confirm the air nozzles mentioned in Appendix F1 under "Air ducting, windboxes" refer to the air nozzles at burner assembly (connecting to the burner).

Technical documentation, Appendix A: Covered Equipment

Clarification request:

Please confirm that the water lance blower system belongs to category "A.1 Major equipment." Please confirm that full scope coverage is considered for this particular equipment.

Technical documentation, Appendix B: Scope of Planned Maintenance

Clarification:

Please note that the Stroke Test feature is not available and therefore the Valve Closing time as well

Technical documentation

Clarification request:

Please provide details of laydown area for Contractors site accommodation, ie area, power supplies, water and sewerage availability, distance to Boiler House.

Technical documentation

Clarification request:

Would Contractor be given access to use the existing site Workshop?

Technical documentation

Clarification request:

Are there suitable laydown areas for Contractor use local to Boiler house, and if so, approximate size.

Technical documentation

Clarification request:

Are there suitable laydown areas for Contractor use local to Boiler house, and if so, approximate size?

Technical documentation

Clarification request:

Please provide dimensions for existing winch wells, and capacity of existing hoist.

Technical documentation

Clarification request:

Please provide dimensions and capacity for the goods lift.

Technical documentation

Clarification request:

Please advise what type of electricity sockets are available on the boiler, and whether these will be available during the inspection period.

Technical documentation

Clarification request:

Please provide details of the inspection scheme carried out by TEŠ Notified body.

ODGOVOR

Technical documentation, Appendix F1

Clarification request:

Please confirm the air nozzles mentioned in Appendix F1 under "Air ducting, windboxes" refer to the air nozzles at burner assembly (connecting to the burner). Contracting Authority confirms. Naročnik potrjuje navedeno.

Technical documentation, Appendix A: Covered Equipment

Clarification request:

Please confirm that the water lance blower system belongs to category "A.1 Major equipment." Please confirm that full scope coverage is considered for this particular equipment. Contracting Authority confirms. Naročnik potrjuje navedeno.

Technical documentation, Appendix B: Scope of Planned Maintenance

Clarification:

Please note that the Stroke Test feature is not available and therefore the Valve Closing time as well. The stroke test is part of inspection of steam and control valves during B inspection.

Technical documentation

Clarification request:

Please provide details of laydown area for Contractors site accommodation, ie area, power supplies, water and sewerage availability, distance to Boiler House.

After signing the contract the Contract Authority will inform selected contractor about above details that will be available. Naročnik bo o zgoraj omenjenih podrobnostih obvestil izbranega izvajalca po podpisu pogodbe.

Technical documentation

Clarification request:

Would Contractor be given access to use the existing site Workshop? Yes.

Prošnja za razjasnitev:

Ali bo izvajalec imel dostop do obstoječe delavnice na objektu? Da.

Technical documentation

Clarification request:

Are there suitable laydown areas for Contractor use local to Boiler house, and if so, approximate size. Contracting Authority will provide details regarding laydown after signing the contract.

Naročnik bo podrobnosti o odložišču materiala in opreme podal po podpisu pogodbe.

Technical documentation

Clarification request:

Are there suitable laydown areas for Contractor use local to Boiler house, and if so, approximate size? Contracting Authority will provide details regarding laydown after signing the contract.

Naročnik bo podrobnosti o odložišču materiala in opreme podal po podpisu pogodbe.

Technical documentation

Clarification request:

Please provide dimensions for existing winch wells, and capacity of existing hoist.

Winch wells and hoist specification will be provided as closed part of the documentation.

Attachment: Hoists.7z-Will be provided in accordance with procurement documentation as closed part of documentation.

Priloga: Dvigala.7z V skladu z razpisno dokumentacijo bo priloga podana v zaprtem delu dokumentacije.

Technical documentation

Clarification request:

Please provide dimensions and capacity for the goods lift.

There are two goods lifts available:

Na voljo sta dve dvigali za blago:

0 49 m; 2550 kg; 2000 mm x2400 mm x2400 mm;

0 130 m; 2500 kg; 1750 mm x 2670 mm x2300 mm;

Technical documentation

Clarification request:

Please advise what type of electricity sockets are available on the boiler, and whether these will be available during the inspection period.

24V, 220V, 380V sockets are available.

Na voljo so vtičnice 24V, 220V in 380V.

Technical documentation

Clarification request:

Please provide details of the inspection scheme carried out by TEŠ Notified body.

All required inspections are provided by authorized notified body in accordance with applicable Slovenian legislation, which now determines:

Steam boiler and pipelines, outer inspection every 3 years, internal inspection with pressure test every 6 years,

Pressure equipment (pressure vessels, safety valves), annual inspections,

inspection of Ex equipment, per period three years.

Vse potrebne preglede bo opravil pooblaščen prijavljeni organ v skladu z veljavno slovensko zakonodajo, ki zdaj določa naslednje:

Parni kotel in cevovodi, pregled zunanosti vsaka 3 leta, pregled notranosti s tlačnim preizkusom vsakih 6 let.

Tlačna oprema (tlačne posode, varnostni ventili) – letni pregledi.

Pregled Ex opreme, na 3 leta.

Datum objave: 11.08.2020 14:33

VPRAŠANJE

Technical documentation

Clarification request:

Please share with the Bidders Belt width of the conveyor between the coal yard and the tripper car upstream of the coal bunkers.

Is there any Metal Cord and or Chlorine in this Belt?

Kindly ask you to provide all relevant drawings of the main belt conveyor from the Coal Yard to the Bunkers.

Technical documentation, 5.3.3 General Project Scope

Is there the need to have a replica of all the information about employee time tracking; capital and administrative costs tracking; accounting; inventory management; procurement; budgeting and financial reporting?

Technical documentation 5.3.9.1 Asset Creation and Retrieval

Kindly ask you to specify in detail what is the scope.

Technical documentation, 5.3.9.2 Work Management & Execution Process

Please note that this is a specific capability of SAP not available on APM, kindly ask you to specify better the need to have this feature available in APM.

Technical documentation 5.3.9.13 Mobile Tool

Please specify if this option must be included in the scope or not as into the brackets is specified that mobile use is not preferred.

Technical documentation 5.3.9.3 Shutdown Planning

This is a specific capability of SAP not available on APM.

Technical documentation 5.3.9.4 Recurring Planned Maintenance Compressor

This is a specific capability of SAP not available on APM.

Technical documentation 5.3.9.7 Scheduling

This is a specific capability of SAP not available on APM.

Technical documentation 5.3.9.8 Task Templates

This is a specific capability of SAP is not available on APM.

Technical documentation 5.3.9.9 Capital Plan Development

This is a specific capability of SAP is not available on APM.

Technical documentation 5.3.9.14 Time and Cost Tracking

This is a specific capability of SAP is not available on APM.

Technical documentation 5.3.9.5 Inspection rounds

Round is in the Demo requirements, but not in the Scope of Service. Is Contracting Authority already using Rounds capability on SAP? How many routes are available?

Bidders need to include Rounds in the Scope of service?

Technical documentation

Please specify the needs in APM in details and the Kos/SPICa capability in term of data export and/or connectivity.

ODGOVOR

Technical documentation

Clarification request:

Please share with the Bidders Belt width of the conveyor between the coal yard and the tripper car upstream of the coal bunkers.

Is there any Metal Cord and or Chlorine in this Belt?

Kindly ask you to provide all relevant drawings of the main belt conveyor from the Coal Yard to the Bunkers.

Belt specification will be provided as closed part of the documentation.

Attachment: TRANSPORT PREMOGA.msg- Will be provided in accordance with procurement documentation as closed part of documentation.

Specifikacije transportnega traku bodo podane v okviru zaprtega dela dokumentacije.

Priloga: TRANSPORT PREMOGA.msg bo podana v skladu s razpisno dokumentacijo v okviru zaprtega dela dokumentacije.

Technical documentation, 5.3.3 General Project Scope

Is there the need to have a replica of all the information about employee time tracking; capital and administrative costs tracking; accounting; inventory management; procurement; budgeting and financial reporting?

It is not necessary to replicate all information but integrations with supporting solutions must be defined including data synchronization as required.

Vseh informacij ni treba kopirati, vendar pa je treba opredeliti integracijo s podpornimi rešitvami, vključno s sinhronizacijo podatkov, če je potrebna.

Technical documentation 5.3.9.1 Asset Creation and Retrieval

Kindly ask you to specify in detail what is the scope.

In demonstrations of the Tenderers offering the method of creating, retrieving (including historical), and organizing assets within a hierarchical asset register must be demonstrated.

V prikazu ponudbe ponudnika mora biti prikazana metoda ustvarjanja, pridobivanja (tudi zgodovinskega) in organiziranja premoženja znotraj hierarhičnega registra sredstev.

Technical documentation, 5.3.9.2 Work Management & Execution Process

Please note that this is a specific capability of SAP not available on APM, kindly ask you to specify better the need to have this feature available in APM.

Work program, work order, permit to work and closure of work stays as part of SAP, but integration of the APM with SAP for these functions must be demonstrated, i.e. if the APM initiates a Work Order in SAP demonstrate this process.

Delovni program, delovni nalog, dovoljenje za delo in obvestilo o prenehanju del ostanejo del SAP, vseeno pa mora biti prikazana integracija APM za te funkcije, t.j. če APM v SAP izda delovni nalog, mora biti ta proces prikazan.

Technical documentation 5.3.9.13 Mobile Tool

Please specify if this option must be included in the scope or not as into the brackets is specified that mobile use is not preferred.

This option must be included.

Ta možnost mora biti vključena.

Technical documentation 5.3.9.3 Shutdown Planning

This is a specific capability of SAP not available on APM.

If specifically a function of SAP demonstrate the coordination with the APM solution in support of the request.

Technical documentation 5.3.9.4 Recurring Planned Maintenance Compressor

This is a specific capability of SAP not available on APM.

If specifically a function of SAP demonstrate the coordination with the APM solution in support of the request.

Če gre za funkcijo SAP-a, v podporo svojemu zahtevku predstavite koordinacijo z rešitvijo APM.

Technical documentation 5.3.9.7 Scheduling

This is a specific capability of SAP not available on APM.

If specifically a function of SAP demonstrate the coordination with the APM solution in support of the request.

Technical documentation 5.3.9.8 Task Templates

This is a specific capability of SAP is not available on APM.

If specifically a function of SAP demonstrate the coordination with the APM solution in support of the request.

Technical documentation 5.3.9.9 Capital Plan Development

This is a specific capability of SAP in not available on APM.

If specifically a function of SAP demonstrate the coordination with the APM solution in support of the request.

Technical documentation 5.3.9.14 Time and Cost Tracking

This is a specific capability of SAP is not available on APM.

If specifically a function of SAP demonstrate the coordination with the APM solution in support of the request.

Technical documentation 5.3.9.5 Inspection rounds

Round is in the Demo requirements, but not in the Scope of Service. Is Contracting Authority already using Rounds capability on SAP? How many routes are available?

Bidders need to include Rounds in the Scope of service?

Rounds was used to describe the process of performing an inspection. Demonstrate the process of performing an inspection, i.e. collect data in the field, and trigger a workflow that creates a work request based on the inspection results.

Izraz obhodi je bil uporabljen v smislu procesa izvajanja pregleda. Prikažite proces izvajanja pregleda, t.j. zbirajte podatke na terenu, ter sprožite tok dela, ki ustvari delovni nalog na osnovi izidov pregleda.

Technical documentation

Please specify the needs in APM in details and the Kos/SPICa capability in term of data export and/or connectivity.

KOS and SAP are synchronized by working hours for each individual worker. Estimated number for hours are defined in SAP work order, the final number is after work execution corrected in KOS. SPICA is only providing start and end time of shift to KOS for each individual worker.

SPICA nudi samo čas začetka in konca izmene za KOS vsakega posameznega delavca.

Datum objave: 12.08.2020 13:50

VPRAŠANJE

Technical documentation

Please confirm that pipe supports and shock absorbers are Excluded Components.

Technical documentation, Article 5.5 Guaranteed Performance Commitments

Please confirm that Contractor can add other digital features/products in the future to improve further efficiency and/or reliability in view of Article 5.5 of Technical documentation.

Technical documentation

Kindly ask you to share with Bidders current operating hours and number of starts of unit 6 (OH; starts and EOH count).

General Part for LTSA, APM, OPM and DCS migration, Article 3. METHOD OF CONTRACT AWARD

Due to the complexity of the tender and limitations caused by Covid19 virus, kindly ask you to extend due date for sending Request to participate until 20.10.2020.

Also kindly ask you to extend the due date for clarification questions accordingly to 14.10.2020 - in line with Article 7.2 NOTIFICATIONS AND CLARIFICATIONS RELATED TO THE PROCUREMENT DOCUMENTS The Contracting Authority will consider any requests for explanation of the documents or any other questions regarding the procurement as having been made in due time if they are submitted up to and including six (6) days before the deadline for submission of requests to participate/tenders.

ODGOVOR

Technical documentation



Please confirm that pipe supports and shock absorbers are Excluded Components.

Pipe supports and shock absorbers are included components.

Podpore cevi in blažilniki udarcev so sestavni deli, ki so vključeni.

Technical documentation, Article 5.5 Guaranteed Performance Commitments

Please confirm that Contractor can add other digital features/products in the future to improve further efficiency and/or reliability in view of Article 5.5 of Technical documentation.

Contracting authority confirms. Naročnik potrjuje navedeno.

Technical documentation

Kindly ask you to share with Bidders current operating hours and number of starts of unit 6 (OH; starts and EOH count).

All requested data will be provided as closed part of the documentation.

Attachment: OH, EOH, starts of unit 6.png - Will be provided in accordance with procurement documentation as closed part of documentation.

Priloga: OH, EOH, starts of unit 6.png – V skladu z razpisno dokumentacijo bo priloga podana v zaprtem delu dokumentacije.

General Part for LTSA, APM, OPM and DCS migration, Article 3. METHOD OF CONTRACT AWARD

Due to the complexity of the tender and limitations caused by Covid19 virus, kindly ask you to extend due date for sending Request to participate until 20.10.2020.

Also kindly ask you to extend the due date for clarification questions accordingly to 14.10.2020 - in line with Article 7.2 NOTIFICATIONS AND CLARIFICATIONS RELATED TO THE PROCUREMENT DOCUMENTS The Contracting Authority will consider any requests for explanation of the documents or any other questions regarding the procurement as having been made in due time if they are submitted up to and including six (6) days before the deadline for submission of requests to participate/tenders.

Contracting Authority confirms your proposal regarding extension of date for questions and the date of submission of requests to participate/tenders.

New date for clarification questions is 25 September 2020 until 9:00 am (CET).

New date for submission of requests to participate is 15 October 2020 until 9:30 am (CET).

With this answer the Contracting Authority is at the same time changing the procurement documentation in this section.

Naročnik sprejme vaš predlog v zvezi s podaljšanjem roka za vprašanja in roka za oddajo vloge za sodelovanje/razpisne vloge.

Novi datum za vprašanja je 25. september 2020 do 9.00 zjutraj (CET).

Novi datum za prijavo za sodelovanje je 15. oktober 2020 do 9.00 zjutraj (CET).

S tem odgovorom Naročnik spreminja tudi ta del razpisne dokumentacije.

Datum objave: 14.08.2020 07:36

VPRAŠANJE

Due facts that Unit 6 is strategic asset for Republic of Slovenia and knowing that availability of Unit 6 is very important KPI logically references on similar plant are important factor for this tender. Its huge difference in Technology, KPIs and O&M tasks for Coal Fire Power Plant (CFPP) and Gas Fired Combined/Simple Cycle (GFCC) meaning that complexity of CFPP is couple of factor higher compare to GFCC.

In that respect and referring to tender document

Appendix H - Evaluation Matrix - Combined LTSA, OPM, APM and DCS - May 26; sheet Stage 1-Technical Capabilities; Part 5: DCS Migration; Points number 1 18;

we assume that points 1-18 counts positively if proposed equivalent DCS platform was content of reference plants valid exclusively for complete Coal Fire Power Plant (CFPP) covering boiler + turbine + balance of plant. Reference details could be validated via direct contact of CFPP responsible person.

Please confirm above.

ODGOVOR

We confirm. Potrjujemo.

Datum objave: 14.08.2020 07:37

VPRAŠANJE

In a case of positive response on above question #1 and referring to tender document

Appendix H - Evaluation Matrix - Combined LTSA, OPM, APM and DCS - May 26; sheet Stage 1-Technical Capabilities; Part 5: DCS Migration; Points number 19 52;

we assume that points 19-52 counts positively only if proposed equivalent DCS platform should include new request for Boiler Protection System as describe in question #1 in addition to original request from document TECHNICAL DOCUMENTATION May 29 2020.

Please confirm above.

ODGOVOR

**We confirm. Complete DCS shall be compliant for Coal Fire Power Plant  
Potrjujemo. Popolna zamenjava sistema vodenja bo v skladu s CFPP.**

Datum objave: 14.08.2020 07:40

VPRAŠANJE

By checking tender documentation, specifically documents for Safety System (BPS-WSC):

TECHNICAL DOCUMENTATION May 29 2020.docx

STJ06IC-----N80MM705\_C\_ALSPA CONTROPLANT DCS Safety Boiler and WSC-Operating and Maintenance Manual.pdf in Appendix J (AS BUILT version)

STJ-06-IC-----N80-SD-703 - Communication architectureSafety Boiler & WSC - Communication architecture - ALSPA CONTROPLANT\_5-12-2012.pdf in Appendix K.7

STJ-06-IC-N80-DO-503\_C\_DCS General Description - ALSPA CONTROPLANT DCS\_28-09-2012.pdf in Appendix K.6

it is visible that separate Safety System CE3500 is used and that field signals are doubled in Safety System and ALSPA DCS. After processing in Safety System these signals are returned to ALSPA DCS, either via HW or MODBUS connection for further use e.g. control SW, HMI, trending, archiving

By our opinion and usual practice for similar Coal Fire Power Plants, much better approach in DCS replacement would be to use Boiler Protection System which is fully integrated in new DCS and fulfills requirements from EN DIN 57116 / VDE 0116, IEC61511 and safety requirements class SIL 1 to SIL 3 in accordance with IEC 61508 and category 2 to 4 in accordance with EN 954-1 and to dismantle existing Boiler Protection System CE3500.

Fully integrated definition above means:

- All central components of the boiler protection (coupler, bus etc.) shall be of redundant design. All boiler protection engineering, monitoring, alarming and diagnostic functions are identical to that of the control system. Thus, inconsistencies in the system and operator operation errors are widely avoided.
- The engineering of fail-safe components (e.g. boiler protection) is to be carried out in the same engineering system as main DCS
- All signals coming from the boiler protection are to be time-stamped and integrated into the DCS timestamp. The resulting logic is to be displayed as a dynamic logic diagram in the central control system with the help of a schematic
- The simulation of signals (e.g. forcing input/output signals, set points etc.) during normal Unit/Boiler operation must be possible.
- Boiler protection system software and function configuration shall be system-protected (by software or hardware) and physically (suitable locks) against unauthorized persons interference (particularly against introducing changes in I&C functions configuration and databases)
- The DCS must have a consistent hardware platform for all plant areas. The same integrated hardware platform (the same models of CPUs and I/O cards and the same cabinet type) must be used for all power plant automation tasks, i.e. all expert and automation systems specialized for the base automation, turbine control and fail-safe automation are integrated into the DCS. Engineering, diagnosis and maintenance for all components of the control system are carried out with the help of the same hardware platform and can be displayed at any DCS workstation.

In this way faster implementation of new replacement DCS would be possible, and simplified wiring of field signals, with integrated tools for engineering, HMI, archiving, diagnostic and troubleshooting of new integrated DCS and Boiler Protection System would made future operation and maintenance of Unit simpler, faster and reliable, with better cyber security and without compromising Safety Requirements and achieved SIL classifications.

Please confirm above as new mandatory request for this tender.

ODGOVOR

**We agree with the possibility of implementation of DCS system where Boiler Protection System (BPS) is integrated in plant DCS system. Requirement for such integrated DCS system is that protection part of DCS system fulfils requirements from EN DIN 57116 / VDE 0116, IEC61511 and safety requirements class SIL 1 to SIL 3 in accordance with IEC 61508 and category 2 to 4 in accordance with EN 954-1. However, we emphasize that this approach is only a possibility and is not to be**

interpreted as new mandatory request for this tender. The offer can take the approach either as initially provided or as you proposed.

Strinjamo se z možnostjo implementacije sistema DCS, kjer je sistem za zaščito kotla (BPS) integriran v sistem DCS. Pri takšnem integriranem sistemu DCS je zahtevano, da varnostni del sistema DCS izpolnjuje zahteve iz EN DIN 57116 / VDE 0116, IEC61511 ter varnostne zahteve razredov SIL1 do SIL3 v skladu z IEC 61508 in 2. do 4. kategorijo v skladu z EN-954-1. Vendar pa opozarjamo, da je ta pristop samo ena od možnosti in se ne sme razlagati kot nova obvezna zahteva za ta razpis. Ponudba vsebuje izbere pristop, kakršen je bil omenjen na začetku, ali pa v skladu z vašim predlogom.

Datum objave: 14.08.2020 11:41

VPRAŠANJE

Technical documentation, Article 5.5.1 Availability

Clarification request:

The outage in 2021 might not be executed by the Contractor due to separate tendering ongoing processes.

Furthermore, the Contractor intends to improve the reliability of the plant (GAI value) by means of deploying digital APM / monitoring /site engineer during the first year of the contract.

For the reasons above, kindly ask Contracting Authority to confirm that availability improvement target will start 2 years after contract commencement date (using the data of the previous 12 months).

Technical documentation, Article 5.5.1 Availability

Clarification request:

The reliability baseline of 95.71% is obtained by taking into account only Employers issues as assessed by the Employer (TEŠ) and as indicated in the cells K1L1M1 of appendix I.

Furthermore, some events in Employers issues includes the scope which is not covered by the Contract.

However, the calculation of availability during the Contract Term as per Article 5.5.1 will be done taking into account contractor issues only.

For the reasons above 95.7% reliability baseline cannot be accepted.

Please note that such topic requires a deeper analysis of the Appendix I in direct discussion between tenderers and Contracting Authority. Kindly ask you to review our comments and accept our proposal for discussion about reliability baseline during phase 2 of the bidding process.

General Part for LTSA, APM, OPM and DCS migration, Appendix 1/Appendix 2

Clarification request:

As digital solutions with aim to improve heat rate and availability are not yet deployed at Contractings Authority site and as further specific site assessment during execution will be needed, tenderer can envisage to try its best to reach the desired improvement value requested by Contracting Authority, and tenderer would agrees to pay some fees if the desired improvement are not reached, however tenderer cannot guarantee the value at this stage.

Therefore, kindly ask you to change expressions "guaranteed availability improvement" by "availability improvement target" and "guaranteed heat rate improvement" by "heat rate improvement target" in Appendix 1 and 2, and in general in any other document from the tender dossier.

Technical documentation, Article 5.1.4.1 Mandatory Spare Parts

Clarification request:

Kindly please provide to tenderers the latest and greatest inventory of parts currently held at site in electronic form (e.g. excel file).

Please note that creation of potential missing spare parts list, manufacturing/order and delivery of those spare parts is a long process, furthermore as the Term starts at signature of the contract, it is not feasible to have spare parts even ordered before signature of the contract, therefore please confirm that the spare part list and price can be finalized and agreed at the beginning of the contract after signature of the contract, potentially after an inventory check performed at site.

Once ordered the spare parts would then be delivered as soon as ready for shipping

Finally, please clarify the meaning of "the Contractor shall maintain inventory for parts not designated as Mandatory Spare Parts by the Contractor, at the level recommended after the Contractors review of the inventory of parts at the Facility"? It is understood that the contractor will assess the current spare parts at site, will then provide a mandatory spare part list only for the scope of this contract as described in Appendix A, and then will provide the missing spare part at the beginning of the Contract. However, any other parts would not be touched by contractor and therefore not the responsibility of the contractor to maintain those non mandatory spare parts.

Technical documentation, Appendix D "Keep and maintain mandatory spare parts at the Site"

Clarification request:

Kindly ask you to confirm that Contractor needs only to replenish the parts which he will take from the mandatory spare parts stock for the performance of its obligation under this contract.

Technical documentation, Article 7.2 Stage 1 Part 2 Technical Evaluation Proponent Presentation for APM

Clarification request:

Kindly please confirm that APM demo will occur after phase 1 bid submission date.

Please consider reasonable notice period for the team to arrange travel and preparation.

Technical documentation, Article 5.1.3 Unplanned Maintenance Obligations

In line with the Article Any personnel the Contractor elects to provide at the Facility shall have sufficient capability, knowledge, experience and authority to initiate a Recovery Plan and respond promptly to the Owner.

Clarification request:

Kindly please confirm should the Contractor elects to provide a permanent resident engineer at site that Customer will provide all necessary working conditions (office, internet, access to canteen)

Furthermore, please confirm such a person will be part of the daily operation and maintenance meetings from customer.

Technical documentation, Article 5.7.1 Routine Maintenance of Covered Equipment

Clarification request:

Kindly please confirm that all instruments will be calibrated by customer regularly throughout the contract without intervention from Contractor as per Article 5.7.1

Technical documentation, General clarification request

Clarification request:

Does Customer have a periodic vibration monitoring program for auxiliaries?

Technical documentation, Appendix D

Clarification request:

While it is clear that special NDT is with Contractor, please confirm standard NDT will be in the scope of the Contracting Authority.

Technical documentation, General clarification request

Clarification request:

While it is clear that contractor is responsible for planned maintenance as per OEM recommendations on some safety valves and vessels (e.g tanks), please confirm Customer is responsible for any statutory requirement, official safety valve check with 3rd party body and/or any (re)certifications needed (e.g pressure vessel certification).

Technical documentation, Appendix A

Clarification request:

In line with Appendix A Customer is responsible for fuels which includes hydrogen, kindly confirm the Hydrogen Supply System is not part of tenderers scope.

Technical documentation, Appendix H

Clarification request:

Kindly ask you to confirm that Appendix H matrix is:

- attached as information only

- that Appendix H evaluation matrix will be filled in by Contracting Authority based on the supporting documents/statements/information submitted by tenderer (e.g reference list, )

Technical documentation, General clarification request

Clarification request:

Are there any inspections reports, reports on past repair works and on replacement of parts (incl. pressure parts) existing?

Is it possible for Contracting Authority to submit these reports?

Are there any known problems related to the following components: grate, burner, ignition burner?

Technical documentation, Appendix B7

The following is stated: "Review efficiency and uniformity of fireball. This is completed at observation ports located on the boiler at the burner corners and at the lower section of the nose arch."

Clarification:

Following is to be noted: The boiler installed at Sostanj 6 is a tower boiler. Nose arches are not existing at tower boilers.

They are specific for two-pass-boilers.

Technical documentation, Article 5.3.5 System Requirements

Clarification request:

In order to retrieve data from SAP kindly ask you to send us the SAP version.

Technical documentation, Article 5.3.4.3.4 Asset Inspection, Condition Monitoring, and Health Indices

Clarification request:

In the document it is not specified for which asset the remaining life has to be calculated.

Please specify if it's referred to pressurized equipment.

Technical documentation, Article 5.3.4.3.7 Corporate Reporting and Dashboarding

Clarification request:

APM has the possibility to create KPI dashboards. From the tender dossier it is not clear if this option needs to be quoted.

Furthermore, specify the scope on bullet 1.

Also, it is not clear if export data from APM needs to be used in Tableau or PowerBi to then drill down and explore further the information?

Technical documentation, Article 5.3.4.3.10 - 12

Clarification request:

Kindly ask you to specify the need of PPE management as SAP already does it.

Technical documentation, Article 5.3.5.5 KOS/SPICA

Clarification request:

Data source for APM dashboarding, WO etc., are available in SAP.

Please specify the scope of the integration with SPICA/KOS.

#### ODGOVOR

Technical documentation, Article 5.5.1 Availability

Clarification request:

The outage in 2021 might not be executed by the Contractor due to separate tendering ongoing processes.

Furthermore, the Contractor intends to improve the reliability of the plant (GAI value) by means of deploying digital APM / monitoring /site engineer during the first year of the contract.

For the reasons above, kindly ask Contracting Authority to confirm that availability improvement target will start 2 years after contract commencement date (using the data of the previous 12 months).

Your proposal is unacceptable. The documentation regarding this part stays unchanged. Although, for reasons of clarity, please note that despite the fact that availability improvement guarantee will start on 1st anniversary of the signing of the contract, the Measured Availability could only be observed after the end of that particular Guarantee Period (e.g. the first time Measured Availability could be established is on the 2nd anniversary of the signing of the contract for the past Guarantee Period).

Tehnična dokumentacija, člen 5.5.1 Dostopnost

Prošnja za pojasnilo:

Remonta v letu 2021 morda ne bo izvedel izvajalec zaradi različnih razpisnih postopkov, ki potekajo.

Poleg tega namerava izvajalec izboljšati zanesljivost obrata (GAI vrednost) z aktivacijo digitalnega APM/nadzora/terenskega inženirja v prvem letu trajanja pogodbe.

Iz zgoraj navedenih razlogov vljudno prosimo naročnika za potrditev, da se bo cilj izboljšanja razpoložljivosti začel dve leti po začetku trajanja pogodbe (z uporabo podatkov za zadnjih 12 mesecev).

Vaš predlog je nesprejemljiv. Dokumentacija v tem delu ostaja nespremenjena. Vseeno pa želimo pojasniti, da čeprav bo garancija za izboljšanje razpoložljivosti začela veljati na prvo obletnico podpisa pogodbe, se bo lahko izmerjena razpoložljivost opazovala šele po izteku garancijske dobe (npr. prvič bo izmerjeno razpoložljivost moč preveriti šele na drugo obletnico podpisa pogodbe za preteklo garancijsko dobo).

Technical documentation, Article 5.5.1 Availability

Clarification request:

The reliability baseline of 95.71% is obtained by taking into account only Employers issues as assessed by the Employer (TEŠ) and as indicated in the cells K1L1M1 of appendix I.

Furthermore, some events in Employers issues includes the scope which is not covered by the Contract.

However, the calculation of availability during the Contract Term as per Article 5.5.1 will be done taking into account contractor issues only.

For the reasons above 95.7% reliability baseline cannot be accepted.

Please note that such topic requires a deeper analysis of the Appendix I in direct discussion between tenderers and Contracting Authority. Kindly ask you to review our comments and accept our proposal for discussion about reliability baseline during phase 2 of the bidding process.

Tehnična dokumentacija, člen 5.5.1 Dostopnost

Prošnja za pojasnilo:

Izhodiščna vrednost zanesljivosti, ki znaša 95,71 % je dobljena tako, da se upoštevajo zgolj naročnikove (TEŠ) težave, kakor jih je ocenil naročnik v celicah K1L1M1 Priloge I.

Nekateri dogodki, povezani s težavami naročnika, ne spadajo pod to pogodbo.

Vendar pa bo izračun razpoložljivosti v času trajanja pogodbe v skladu s členom 5.5.1 upošteval samo težave izvajalca.

Iz zgoraj navedenih razlogov je 95,7-odstotna zanesljivost nesprejemljiva.

Zavedati se je potrebno, da takšna tema zahteva globljo analizo Priloge I in neposredno razpravo med ponudniki in naročnikom. Vljudno vas naprošamo, da naše komentarje preučite in sprejmete naš predlog za razpravo o izhodiščni vrednosti zanesljivosti v 2. fazi razpisnega postopka.

The reliability baseline of 95.71% is been proven by Contracting Authority based on operation profile and past outages.

Baseline of the procurement procedure is to improve the actual operation state.

Izhodiščna vrednost zanesljivosti, ki znaša 95,71 %, je bila dokazana s strani naročnika na podlagi profila delovanja in preteklih remontov. Izhodišče nabavnega postopka je, da se izboljša dejansko stanje delovanja.

General Part for LTSA, APM, OPM and DCS migration, Appendix 1/Appendix 2

Clarification request:

As digital solutions with aim to improve heat rate and availability are not yet deployed at Contractings Authority site and as further specific site assessment during execution will be needed, tenderer can envisage to try its best to reach the desired improvement value requested by Contracting Authority, and tenderer would agrees to pay some fees if the desired improvement are not reached, however tenderer cannot guarantee the value at this stage.

Therefore, kindly ask you to change expressions "guaranteed availability improvement" by "availability improvement target" and "guaranteed heat rate improvement" by "heat rate improvement target" in Appendix 1 and 2, and in general in any other document from the tender dossier.

Splošni del za LTSA, APM, OPM in zamenjavo DCS, Priloga 1/Priloga 2

Prošnja za pojasnilo:

Ker digitalnih rešitev s ciljem izboljšave toplotne učinkovitosti in razpoložljivosti v Naročnikovih prostorih še ni in ker bo potrebna nadaljnja ocena objekta med samo izvedbo, se bo ponudnik sicer trudil doseči zeleno vrednost izboljšave, ki jo zahteva naročnik, in v primeru nedoseganja zelene izboljšave tudi pristal na določeno plačilo, vendar pa ponudnik na tej točki še ne more jamčiti za vrednost.

Zato vas vljudno naprošamo, da izraz »zajamčeno izboljšanje razpoložljivosti« spremenite v »cilj izboljšanja razpoložljivosti« ter »zajamčena izboljšava toplotne učinkovitosti« v »cilj izboljšave toplotne učinkovitosti« v Prilogah 1 in 2, ter v drugih dokumentih razpisne dokumentacije.

We change the expressions "guaranteed availability improvement" with "availability improvement target" and "guaranteed heat rate improvement" with "heat rate improvement target" in all documentation in the tender dossier. Thereby, however, we do not in any way change the meaning of these expressions and the new expression "availability improvement target" shall have the exact same meaning as the initial expression "guaranteed availability improvement" and the new expression "heat rate improvement target" shall have the exact same meaning as the initial expression "guaranteed heat rate improvement". In both cases the new expression is thus equal in any sense, for any use and in any context to the initial expression. In this way therefore no modification is made to the content of tenderers obligations and/or fees as referred to in the first part of your clarification request.

Izraz »zajamčeno izboljšanje razpoložljivosti« smo spremenili v izraz »cilj izboljšanja razpoložljivosti« ter izraz »zajamčena izboljšava toplotne učinkovitosti« v »cilj izboljšave toplotne učinkovitosti« povsod v razpisni dokumentaciji. Vendar pa s tem nikakor ne spreminjamo pomena teh izrazov, in novi izraz »cilj izboljšanja razpoložljivosti« ima povsem enak pomen kot prvi izraz »zajamčena izboljšava toplotne učinkovitosti«, novi izraz »cilj izboljšave toplotne učinkovitosti« pa ima povsem enak pomen kot »zajamčena izboljšava toplotne učinkovitosti«. V obeh primerih je torej izraz enakovreden prejšnjemu izrazu v vseh pomenih, rabah in kontekstih. Tako vsebina obveznosti ponudnika in/ali plačila, omenjena v prvem delu vaše prošnje za pojasnilo, ostajajo isti.

Technical documentation, Article 5.1.4.1 Mandatory Spare Parts

Clarification request:

Kindly please provide to tenderers the latest and greatest inventory of parts currently held at site in electronic form (e.g. excel file).

Tehnična dokumentacija, Člen 5.1.4.1 Obvezni rezervni deli

Prošnja za pojasnilo:

Prosim vas, da ponudnikom v elektronski obliki (npr. excelovi datoteki) posredujete najnovejši seznam delov, ki so trenutno na objektu.

Please note that creation of potential missing spare parts list, manufacturing/order and delivery of those spare parts is a

long process, furthermore as the Term starts at signature of the contract, it is not feasible to have spare parts even ordered before signature of the contract, therefore please confirm that the spare part list and price can be finalized and agreed at the beginning of the contract after signature of the contract, potentially after an inventory check performed at site. Once ordered the spare parts would then be delivered as soon as ready for shipping

Zavedati se morate, da je sestavljanje seznama potrebnih rezervnih delov, proizvodnja/naročilo in dobava teh rezervnih delov dolgotrajen postopek. Ker rok začne teči ob podpisu pogodbe, pred podpisom pogodbe delov ni mogoče niti naročiti, zato prosimo, da potrdite, da lahko seznam in ceno potrdimo in se o njih pogajamo po podpisu pogodbe, morda tudi po pregledu dejanskega stanja na terenu. Ko dele naročimo, jih bodo dostavili takoj, ko bo mogoče.

The spare part list for all spare parts as required under the LTSA must be part of the tenderers documentation. Their price must already be included in the overall tender price. TEŠ will provide as closed part of documentation existing spare part list in TEŠ.

Seznam rezervnih delov za vse rezervne dele, potrebne v okviru LTSA, mora biti del razpisne dokumentacije. Cena mora biti že vključena v splošni razpisni ceni. TEŠ bo seznam obstoječih rezervnih delov v TEŠ predložil v okviru zaprtega dela dokumentacije.

Attachment: List of spare parts.xlsx Will be provided in accordance with procurement documentation as closed part of documentation.

Priloga: List of spare parts.xlsx V skladu z razpisno dokumentacijo bo priloga podana v zaprtem delu dokumentacije.

Finally, please clarify the meaning of "the Contractor shall maintain inventory for parts not designated as Mandatory Spare Parts by the Contractor, at the level recommended after the Contractors review of the inventory of parts at the Facility"? It is understood that the contractor will assess the current spare parts at site, will then provide a mandatory spare part list only for the scope of this contract as described in Appendix A, and then will provide the missing spare part at the beginning of the Contract. However, any other parts would not be touched by contractor and therefore not the responsibility of the contractor to maintain those non mandatory spare parts.

Prosimo za razlago stavka »Izvajalec bo ohranjal zalogo delov, ki niso opredeljeni kot Obvezni rezervni deli izvajalca, na priporočenem nivoju, po tistem, ko bo izvajalec pregledal inventar na objektu«? Razume se, da bo izvajalec ocenil količino rezervnih delov, ki se na objektu nahajajo trenutno, nato pa bo predložil seznam obveznih rezervnih delov samo v okviru obsega te pogodbe, kot je to opisano v Prilogi A, nakar bo manjkajoče rezervne dele predložil ob začetku veljavnosti pogodbe. Drugih delov se izvajalec ne bo dotikal, zato vzdrževanje teh neobveznih rezervnih delov ne more biti odgovornost izvajalca.

Your proposal is unacceptable. The meaning of the quoted provision is that even for spare parts that are not Mandatory Spare Parts, the Contractor shall maintain their recommended level, all with regard to current inventory of parts as per the existing spare part list in TEŠ (will be provided as closed part of documentation).

Vaš predlog je nesprejemljiv. Pomen citirane določbe je, da mora izvajalec tudi v primeru rezervnih delov, ki niso na seznamu obveznih rezervnih delov, vzdrževati priporočeno količino, glede na trenutno količino rezervnih delov glede na seznam rezervnih delov v TEŠ (podan bo v zaprtem delu dokumentacije).

Technical documentation, Appendix D "Keep and maintain mandatory spare parts at the Site"

Clarification request:

Kindly ask you to confirm that Contractor needs only to replenish the parts which he will take from the mandatory spare parts stock for the performance of its obligation under this contract.

Contracting Authority confirms:

Tehnična dokumentacija, Priloga D »Hramba in vzdrževanje obveznih rezervnih delov na objektu«

Prošnja za pojasnilo:

Vljudno vas prosimo za potrditev, da mora izvajalec dokupiti samo dele, ki jih bo vzel iz zaloge obveznih rezervnih delov za izpolnjevanje obveznosti po tej pogodbi.

Naročnik potrjuje navedeno.

Technical documentation, Article 7.2 Stage 1 Part 2 Technical Evaluation Proponent Presentation for APM

Clarification request:

Kindly please confirm that APM demo will occur after phase 1 bid submission date.

Please consider reasonable notice period for the team to arrange travel and preparation.

Contracting Authority confirms. The presentation will occur prior to the Owner finalizing the scoring for Stage 1.

Tehnična dokumentacija, Člen 7.2, 1. faza, 2. del Tehnična ocena, predstavitev za APM

Prošnja za pojasnilo:

Prosimo, potrdite, da se bo predstavitev APM zgodila po roku za oddajo 1. kroga ponudb.

Prosimo, zagotovite ustrezno dolgo obdobje za priprave in potovanje za ekipo.

Naročnik potrjuje navedeno. Predstavitev se bo odvila, preden bo lastnik finaliziral točkovanje za 1. krog.

Technical documentation, Article 5.1.3 Unplanned Maintenance Obligations

In line with the Article Any personnel the Contractor elects to provide at the Facility shall have sufficient capability, knowledge, experience and authority to initiate a Recovery Plan and respond promptly to the Owner.

Clarification request:

Kindly please confirm should the Contractor elects to provide a permanent resident engineer at site that Customer will provide all necessary working conditions (office, internet, access to canteen)

Furthermore, please confirm such a person will be part of the daily operation and maintenance meetings from customer.

Contracting Authority confirms.

Tehnična dokumentacija, člen 5.1.3 Obveznosti nenačrtovanega vzdrževanja

V skladu s členom lahko vsak zaposleni po izbiri izvajalca na objektu, ki ima ustrezne sposobnosti, znanje, izkušnje in pooblastila, izvede načrt za obnovo in se nemudoma odzove lastniku.

Prošnja za pojasnilo:

Prosimo, potrdite, da bo, če bo izvajalec izbral inženirja, ki bo na objektu ves čas, naročnik zaposlenemu omogočil ustrezne delovne pogoje (pisarno, dostop do interneta, dostop do menze).

Nadalje, prosimo, potrdite, da bo takšna oseba lahko vključena v vsakodnevne operativne in vzdrževalne sestanke pri stranki.

Naročnik potrjuje navedeno.

Technical documentation, Article 5.7.1 Routine Maintenance of Covered Equipment

Clarification request:

Kindly please confirm that all instruments will be calibrated by customer regularly throughout the contract without intervention from Contractor as per Article 5.7.1

Contracting Authority confirms.

Tehnična dokumentacija, člen 5.7.1 Rutinsko vzdrževanje vključene opreme

Prošnja za pojasnilo:

Prosimo, potrdite, da bo naročnik redno kalibriral vse instrumente brez intervencije s strani izvajalca, v skladu s členom 5.7.1.

Naročnik potrjuje navedeno.

Technical documentation, General clarification request

Clarification request:

Does Customer have a periodic vibration monitoring program for auxiliaries?

No.

Tehnična dokumentacija, Prošnja za splošno pojasnilo

Prošnja za pojasnilo:

Ali ima naročnik program periodičnega nadzora vibracij za pomožno opremo?

Ne.

Technical documentation, Appendix D

Clarification request:

While it is clear that special NDT is with Contractor, please confirm standard NDT will be in the scope of the Contracting Authority.

All NDT controls is under contractor's scope.

Tehnična dokumentacija, Priloga D

Prošnja za pojasnilo:

Jasno je, da je specialno NDT načrtovano z izvajalcem, prosimo, potrdite, da bo standardno nedestruktivno testiranje v sklopu naročnika.

Ves NDT nadzor je v sklopu del izvajalca.

Technical documentation, General clarification request

Tehnična dokumentacija, Prošnja za splošno pojasnilo

Clarification request:

While it is clear that contractor is responsible for planned maintenance as per OEM recommendations on some safety valves and vessels (e.g tanks), please confirm Customer is responsible for any statutory requirement, official safety valve check with 3rd party body and/or any (re)certifications needed (e.g pressure vessel certification).

Contracting Authority confirms.

Naročnik potrjuje navedeno.



Technical documentation, Appendix A

Clarification request:

In line with Appendix A Customer is responsible for fuels which includes hydrogen, kindly confirm the Hydrogen Supply System is not part of tenderers scope.

Contracting Authority confirms:

Naročnik potrjuje navedeno.

Technical documentation, Appendix H

Clarification request:

Kindly ask you to confirm that Appendix H matrix is:

- attached as information only

- that Appendix H evaluation matrix will be filled in by Contracting Authority based on the supporting documents/statements/information submitted by tenderer (e.g reference list, )

Correct, Appendix H is intended to be filled out by the Contracting Authority during the evaluation and is now provided to the Tenderers for information only.

Tako je. Prilogo H izpolni naročnik med ocenjevanjem in je ponudnikom v tej fazi ponujena na ogled zgolj informativno.

Technical documentation, Appendix B7

The following is stated: "Review efficiency and uniformity of fireball. This is completed at observation ports located on the boiler at the burner corners and at the lower section of the nose arch."

Clarification:

Following is to be noted: The boiler installed at Sostanj 6 is a tower boiler. Nose arches are not existing at tower boilers. They are specific for two-pass-boilers.

Contracting Authority confirms there is no nose arch in boiler of the unit 6. This is an editorial error.

Naročnik potrjuje, da kotel bloka 6 nima notranje zožitve (t.i. nose arch). Gre za redakcijsko napako.

Technical documentation, Article 5.3.5 System Requirements

Clarification request:

In order to retrieve data from SAP kindly ask you to send us the SAP version.

SAP version is 7400.2.7.1112 (740 Final Release).

Različica SAP-a je 7400.2.7.1112 (740 zadnja izdaja).

Technical documentation, Article 5.3.4.3.4 Asset Inspection, Condition Monitoring, and Health Indices

Clarification request:

In the document it is not specified for which asset the remaining life has to be calculated.

Please specify if it's referred to pressurized equipment.

AHI calculations, and asset remaining life are desired for all equipment but pressurized equipment is of specific concern.

Zahtevani so izračuni AHI in preostala življenjska doba sredstev za vso opremo, razen opreme pod tlakom.

Technical documentation, Article 5.3.4.3.7 Corporate Reporting and Dashboarding

Clarification request:

APM has the possibility to create KPI dashboards. From the tender dossier it is not clear if this option needs to be quoted.

Furthermore, specify the scope on bullet 1.

Also, it is not clear if export data from APM needs to be used in Tableau or PowerBi to then drill down and explore further the information?

Yes. The ability to create dashboards and customize KPI is to be included but as well the ability to export data to third party solutions like Tableau or PowerBI is requested.

Da. Zaželeno je tudi možnost ustvariti armaturne plošče in prilagoditi KPI, pa tudi možnost izvoza podatkov v rešitve tretje strani, kot na primer Tableau ali PowerBI.

Technical documentation, Article 5.3.4.3.10 - 12

Clarification request:

Kindly ask you to specify the need of PPE management as SAP already does it.

We use SAP for working documentation as described below:

Working program It contains work description and technology of required work including all safety and secure measures which must be established before work execution.

SAP uporabljamo za delovno dokumentacijo, kot je razvidno spodaj:

Delovni program – Vsebuje opis dela in tehnologije zahtevanega dela, vključno z varnostnimi ukrepi, ki morajo biti vzpostavljeni, preden se delo začne izvajati.

Work order - This is sub document of work program which contains list of workers, material and workers personal protection equipment for safe work.

Work permit For each work order there must be issued a work permit. Safety measures are taken from working program, additional measures are added if necessary.

Work termination notice This document is issued after the work for work order is finished. Operating condition of equipment is established.

The solution should support customized workflows and safe work practices and include a method for managing PPE. If this is an integration with SAP for this functionality, that is acceptable, but please define compliance with the request.

Delovni nalog – To je poddokument delovnega programa, ki vsebuje seznam delavcev, materiala in osebne zaščitne opreme delavcev za varno delo.

Delovno dovoljenje – Za vsak delovni nalog mora biti izdano delovno dovoljenje. Varnostni ukrepi so vzeti iz delovnega programa in po potrebi se dodajo dodatni ukrepi.

Poročilo o zaključku dela – Ta dokument se izda potem, ko je končano delo iz delovnega naloga. Ugotovi se delovno stanje opreme.

Rešitev mora podpirati prilagojen potek dela in varne delovne prakse ter vključevati način za vodenje osebne varnostne opreme. Če gre pri tej funkcionalnosti za integracijo s SAP, je to sprejemljivo, vendar prosimo, da opredelite skladnost z zahtevo.

Technical documentation, Article 5.3.5.5 KOS/SPICA

Clarification request:

Data source for APM dashboarding, WO etc., are available in SAP.

Please specify the scope of the integration with SPICA/KOS.

KOS and SAP are synchronized by working hours for each individual worker. Estimated number for hours are defined in SAP work order, the final number is after work execution corrected in KOS. SPICA is only providing start and end time of shift to KOS for each individual worker.

KOS in SAP sta sinhronizirana po delovnih urah za vsakega posameznega delavca. Okvirno delo ur je opredeljeno v SAP delovnem nalogu, končno število pa se po izvedbi dela popravi v KOS. SPICA nudi samo začetni in končni čas izmene v KOS za vsakega delavca posebej.

Datum objave: 14.08.2020 12:34

VPRAŠANJE

General Part for LTSA, APM, OPM and DCS migration

11.3 OTHER PROVISIONS FOR DRAWING UP A REQUEST TO PARTICIPATE/A TENDER

11.3.1 Joint request to participate/joint tender

Clarification request:

In case of group of economic operators (consortium) between two or more legal entities it is necessary to have clear split between:

- onshore portion (i.e., supply of equipment and performance of services in the Slovenian territory)
- offshore portion (supply of equipment and performance of services outside the territory of Slovenia)

and in the same way it is critical to have separate invoicing and separate payment for onshore and offshore portions.

Hereby we would like to clarify that the offshore scope has to be invoiced separately by the offshore entity because profits and income derived by non-resident entities are taxed outside Slovenia and these entities are not registered for VAT purposes in Slovenia. The onshore scope is granted to the Slovenian entity which is subject to Corporate Income Tax and to VAT in Slovenia. The taxation regime of the split will follow the Tax Treaty in force between Slovenia and the country where that entity is established.

Kindly ask you to revise Tender Dossier and Appendix No. 1 - Pro Forma Invoice in the way that group of economic operators (consortium) can present onshore and offshore prices and to confirm that from same reason group of economic operator, after contract award, will be able to issue separate invoices for onshore and offshore scope.

ODGOVOR

We confirm that tenderers (or consortiums) can present in Appendix No. 1 Pro Forma Invoice the on-shore portion and off-shore portion of the price and that the tenderer (or consortium), after contract award, will be able to issue separate invoices for on-shore and off-shore scope. With this answer the Contracting Authority is changing the procurement documentation in this section. The Contracting Authority will adjust Appendix No. 1 - Pro Forma Invoice in manner that the

possibility of division will be provided. «

Potrjujemo, da lahko ponudniki (ali konzorciji) v Prilogi 1, Predračun, predstavijo onshore in offshore delež cene in da ponudnik (ali konzorcij) po pridobitvi pogodbe lahko izda ločeni fakturi za onshore in offshore stroške. S tem odgovorom naročnik spreminja razpisno dokumentacijo v tem delu. Naročnik spreminja Prilogo 1, Predračun, in sicer tako, da bo ponujena možnost delitve cene.

Datum objave: 02.10.2020 06:16

VPRAŠANJE

Kindly ask you to inform the bidders if the replacement of sacrificial anode on the condenser is part of the Contractor's scope or rather part of Customer routine maintenance scope?

If part of Contractor's scope, how many sacrificial anodes (out of a total of 84) have been replaced already, and how many TES plans to replace during next outage in May 2021?

ODGOVOR

Changing sacrificial anodes is not part of routine maintenance. Anodes are so far in good condition. We do not have in plan to change them in main overhaul in 2021.

Menjava anod v kondenzatorju ni del rutinskega vzdrževanja. Anode so zaenkrat v dobrem stanju. Med glavnim remontom leta 2021 ne načrtujemo njihove menjave.

Datum objave: 02.10.2020 06:18

VPRAŠANJE

In response of the 2 answers below regarding spare parts:

"Your proposal is unacceptable. The meaning of the quoted provision is that even for spare parts that are not Mandatory Spare Parts, the Contractor shall maintain their recommended level, all with regard to current inventory of parts as per the existing spare part list in TEŠ (will be provided as closed part of documentation)."

and

"Technical documentation, Appendix D "Keep and maintain mandatory spare parts at the Site"

Clarification request:

Kindly ask you to confirm that Contractor needs only to replenish the parts which he will take from the mandatory spare parts stock for the performance of its obligation under this contract.

Contracting Authority confirms."

Kindly ask you to confirm that Contractor needs only to replenish the parts which he will take from the not mandatory spare parts stock and/or from the mandatory spare parts stock for the performance of its obligation under this contract, and that any parts not taken from Contractor from this stock will be replenished by Customer.

ODGOVOR

The Contractor will need to replenish the parts which he will take from the non-mandatory spare parts stock and/or from the mandatory spare parts stock. However if certain part is taken from the stock by the Employer or a third party (i.e. not the Contractor), it will not be the Contractor's obligation to replenish this part to the stock.

Izvajalec bo moral nadomestiti dele, ki jih bo vzel iz zaloge neobveznih rezervnih delov in/ali iz zaloge obveznih rezervnih delov. Če pa določen del iz zaloge vzame naročnik ali tretja oseba (t.j. ne izvajalec), izvajalcu tistega dela ne bo potrebno nadomestiti.

It is important, however, that the Contractor will initially provide the full mandatory spare parts stock. In order to achieve this, during Phase 2 the qualified Tenderers will be invited to site and will review the current state of spare parts stock as an on-site checkup against the already provided existing TEŠ spare parts list. On this basis the qualified Tenderers will during Phase 2 provide the Employer with mandatory spare parts list and indicate, which of these parts are already on stock at site and which not. As soon as possible after having signed the contract, the Contractor will provide any additional inventory for parts designated as mandatory spare parts that is not currently on stock, while any such additional inventory is included in the offered price.

Pomembno pa je, da izvajalec v začetku zagotovi celotno zalogo obveznih rezervnih delov. V ta namen bodo med drugo fazo izbora izbrani ponudniki povabljeni na objekt, kjer bodo preverili trenutno stanje zaloge rezervnih delov v obliki terenske kontrole dejanske zaloge glede na seznam rezervnih delov, ki ga je TEŠ že posredoval. Na podlagi tega bodo izbrani ponudniki v fazi 2 naročniku predložili seznam obveznih rezervnih delov in označili, kateri izmed teh delov so že na zalogi na objektu in kateri niso. Kolikor hitro bo mogoče po podpisu pogodbe, bo izvajalec priskrbel obvezne rezervne dele, ki še manjkajo, dodatni deli pa se seveda štejejo v ponujeno ceno.

Datum objave: 02.10.2020 06:18

VPRAŠANJE

General Part of LTSA, 11.3.1 Joint request to participate/joint tender and Appendix Nr. 4 Information on the Tenderer/CO-Tenderer

In line with Article 11.3.1 of the General Part of LTSA If the request to participate/the tender is submitted by a group of tenderer, then the required information on joint request to participate/joint tender stated in the form »Information on the tenderer/co-tenderer« (Appendix Nr. 4) must be provided in the request to participate/the tender.

Clarification request:

Kindly ask you to clarify if the Appendix Nr. 4 - Information on the Tenderer/CO-Tenderer, in case that request to participate/tender will be prepared by group of operators, must be filled in for:

- each member of group of tenderer (consortium member)
- or
- just for consortium leader mentioning other consortium member under part Co-Tenderer

ODGOVOR

Appendix Number 4 must be provided by each member at first phase (for all partners in the consortium).

Prilogo št. 4 morajo v prvi fazi predložiti vsi člani (za vse partnerje v konzorciju).

Datum objave: 02.10.2020 06:23

VPRAŠANJE

General Part of LTSA, Article 9.1 TENDER BID GUARANTEE

Clarification request:

Kindly ask you to clarify if the Tender Bid Guarantee needs to be submitted in original before submission of the request to participate or after and if after until which date?

Scan of Tender Bid Guarantee needs to be uploaded to public procurement site together with other documents for request to participate?

To which address Tender Bid Guarantee original needs to be submitted?

ODGOVOR

In accordance with general part, Article 9.1 Tender bid guarantee must be submitted in first stage of the procedure - upon submission of the request to participate. Tender bid guarantee must be submitted in accordance with Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC publication No. 758 (EPGP) in electronic form.

V skladu s splošnim delom, člen 9. 1, je treba jamstvo za ponudbo predložiti v prvi fazi postopka – ob predložitvi vloge za sodelovanje. Jamstvo za ponudbo je treba predložiti v skladu z Enotnimi pravili za garancije na poziv, revizija iz leta 2010 (EPGP), izdana pri MTZ pod št. 758. v elektronski obliki.

Datum objave: 02.10.2020 06:24

VPRAŠANJE

General Part of LTSA, Article 11.3.1 Joint request to participate/joint tender

In Article 11.3.1 there is definition If a group of economic operators submits a joint request to participate/a joint tender, such group must, in the event they are selected in the open tender procedure, also submit a legal act on the joint accomplishment of the contract.

In Appendix Nr. 6 is request that In the event of a joint request to participate/joint tender, a legal act on the joint performance of the contract must be enclosed.

Clarification request:

Kindly ask you to confirm that legal act on the joint performance of the contract (consortium agreement) must be enclosed only in the case that tenderer is awarded with the contract.

ODGOVOR

In accordance with general part, Article 11.3.1 Joint request to participate/joint tender, the contract (consortium agreement) must be enclosed in first stage of procedure (upon request to participate).

V skladu s splošnim delom, člen 11.3.1 Skupna vloga za sodelovanje/skupni razpis, nastop, mora biti pogodba (konzorcijski sporazum) priložena v prvi fazi postopka (ob vlogi za sodelovanje).

Datum objave: 02.10.2020 06:37

#### VPRAŠANJE

In reference to paragraph 3 of article 6 below of General Part for LTSA APM OPM and DCS migration\_ENG - popravek July 27 2020:

"The Contracting Authority will conduct negotiations regarding the tender price, performance guarantees, payment structure, technical part of the documentation and contract (and not regarding award criteria and conditions for selection as set out in section 10. below)"

Kindly please confirm that at least the following articles from the Technical Documentation can be negotiated in Stage 2;

#### - Clause 1 Definitions:

Availability Target shall be defined in accordance with Section 5.5.1

Change Order means a change to the Services or Parts provided by the Contractor that is considered Extra Work in accordance with Section 5.1.9.

Collateral Damage: means all physical damage to the Covered Equipment resulting from the failure of or defect in a part of an affected Covered Equipment, other than damage to the initially failing or defective part itself.

Contract: means public contract for pecuniary interest concluded in writing between economic operator/tenderer and contracting authority and having as its object the execution of works, the supply of products and the provision of services; Equivalent Derated Outage Hours or EDOH shall have the meaning as defined in Section 5.5.1.

Extra Work means the Services or Circumstances that will be defined by mutual agreement of the Contractor and Owner pursuant to Section 5.1.9.

Factory Acceptance Test means configuration testing and approval before go-live for software. For hardware or goods, testing conducted by the manufacturer of the equipment to confirm the system has been designed and manufactured to fully meet requirements of the Owner prior to the shipment to the Facility. The Factory Acceptance Test shall be conducted in accordance with a procedure approved by the Owner.

Full Outage Hours or FOH shall have the meaning as defined in Section 5.5.1.

Guarantee Period or GP means the previous one (1) year period for the evaluation of the performance guarantees. The Contract will have multiple GPs to extent required to cover the complete duration of the Term.

Guaranteed Availability Improvement or GAI shall have the meaning as defined in Section 5.5.1.

Guaranteed Heat Rate Improvement shall be the guaranteed percentage improvement of the Net Heat Rate guaranteed by the Contractor in accordance with Section 5.5.4.

Heat Rate Improvement Test Operating Profile means the Owner provided operating profile specifying the Unit load and duration that the Unit operates at each load to determine the OPM Deactivated Tested Unit Heat Rate and OPM Activated Test Unit Heat Rate.

In and Out Costs: means costs to access Covered Equipment to address warranty obligations and/or Unplanned Maintenance Services.

Inspect and Repair Components: means the components or parts within the Covered Equipment defined in Appendix A (refer to Section A.4) of which any repairs deemed necessary shall be considered part of the Contractors Planned Maintenance obligations.

Inspect Only Components: means the components or parts within the Covered Equipment defined in Appendix A (refer to Section A.5) of which require additional work beyond inspection (e.g. repair, refurbishment, replacement, etc.) shall be treated as Extra Work.

Mandatory Spare Parts means Parts that must be kept at the Facility by the Owner during the Term of the Contract.

Measured Availability shall have the meaning as defined in Section 5.5.1

"Minimum Availability shall have the meaning as defined in Section 5.5.1

Non-Capital Part: means any Parts supplied under the Contract that are not Capital Parts.

Non-Chargeable Outage Hours or NCOH shall have the meaning as defined in Section 5.5.1.

Parts: means new, repaired or refurbished parts, components and other goods furnished by the Contractor, or its subcontractors or suppliers, under this Contract or any other parts in accordance with a Change Order.

Period Hours or PH shall have the meaning as defined in Section 5.5.1.

Planned Outage Hours or POH shall have the meaning as defined in Section 5.5.1

Recovery Plan: means a document prepared by the Contractor that specifies the scope of work (including Parts to be provided and Services to be performed by the Contractor) and schedule, including milestone dates for the arrival of personnel and shipment of parts and the date for completion of the Unplanned Maintenance. The Parties acknowledge that the Recovery Plan is subject to revision as information regarding the Unplanned Maintenance Outage becomes available.

Reliability shall have the meaning as defined in Section Availability Availability Availability 5.5.1.

Term as set forth in Section 5.6

"Tested Nameplate Capacity means the tested Net Power Output for the Unit measured when it entered commercial operation. The performance test reports for the Net Power Output when the Unit entered commercial operation are provided in Appendix MM.

Tested Nameplate Heat Rate means the tested Net Heat Rate for the Unit when it entered commercial operation. The performance test reports for the Net Heat Rate when the Unit entered commercial operation are provided in Appendix MM.

"Tested Unit Net Output means the result of a measurement of the Unit Net Output in accordance with Appendix E.

Tested Unit Net Heat Rate means the result of a measurement of the Unit Net Heat Rate in accordance with Appendix E.

Time and Material Rates means the detailed and extensive service rate and materials pricing provided by the Tenderer for Extra Work and Unplanned Maintenance.

"Unplanned Maintenance": means maintenance of the Covered Equipment that is neither Routine Maintenance, nor Planned Maintenance, nor Extra Work, required to remedy an in-service failure, which occurs as a result of a problem or failure of Covered Equipment, discovered at any time during the Term, and includes additional Services or Parts over and above the planned scope for a Planned Maintenance Outage.

"Unit Net Output means the electrical power delivered by the Unit to the grid system

Unit Net Heat Rate means the ratio of heat delivered to the unit by the fuel to the unit net output delivered to the grid system.

- Clause 4: Operating Assumptions
- Clause 5.1: Long Term Service Agreement
- Clause 5.1.3: Unplanned Maintenance Obligations
- Clause 5.1.4.1: Mandatory Spare Parts
- Clause 5.1.6: Service Warranty
- Clause 5.1.7: Collateral Damage Warranty
- Clause 5.1.8: Owners Obligations to support Contractors work for Warranty Obligations and Unplanned Maintenance
- Clause 5.1.9: Extra Work
- Clause 5.1.10: Reporting
- Clause 5.5: Guarantee Performance Commitments
- Clause 5.6: Term
- Clause 6: Commercial Proposal Requirements
- Appendix E: Performance Measurement Procedure
- Appendix G: Fuel Quality

#### ODGOVOR

TEŠ can generally agree with at least above mentioned articles. TEŠ will negotiate in accordance with public procurement documentation (see Article 6 of General part) and specify scope of negotiation in second phase of procedure in protocol for negotiation.

Due to the fact that Term could be subject to negotiations TEŠ will correct Appendix 12 of the General part of documentation.

TEŠ se v glavnem strinja z zgoraj omenjenimi členi. TEŠ se bo pogajal v skladu z razpisno dokumentacijo (gl. Člen 6 splošnega dela) in obseg pogajanj določil v drugi fazi postopka v protokolu za pogajanja.

Ker je lahko trajanje predmet pogajanj, bo TEŠ popravil Prilogo 12 splošnega dela dokumentacije.

Datum objave: 02.10.2020 06:43

#### VPRAŠANJE

The following clarifications are related to chapter 5.4 Distributed Control System Migration;

- Clause 5.4.1 last paragraph: Due to time needed for implementation kindly please confirm that the DCS migration will either occur during the Steam Turbine B inspection or later during the 2nd Steam Turbine C inspection

- Clause 5.4.2.1: Kindly please clarify the meaning of phased transfer

- Clause 5.4.3.1: Kindly please confirm Contractor can reuse existing ethernet cable for short distances.

- Clause 5.4.4.1: Please note that stations cannot be moved to DMZ but to OT

- Clause 5.4.4.2: Please note that Patch management tool station cannot be moved to DMZ but to OT

- Clause 5.4.4.2: For the following paragraph " Within the Patch Management tool station installation contract, a Patch management package delivery shall be included on a 4 months period basis (3 deliveries per year) for the whole contract duration. "

Please note that due to limitation of Microsoft, the periodic delivery is possible only on stations running under Windows 10. If stations are running under Windows 7, only one time delivery is possible.

- Clause 5.4.4.3: Please note that logs cannot be configured to a DMZ but rather monitored from an external access.
- Clause 5.4.4.4: Please note that the mirroring network cannot be configured in dedicated IDS but rather sent to a dedicated IDS

#### ODGOVOR

- Clause 5.4.1 last paragraph: Due to time needed for implementation kindly please confirm that the DCS migration will either occur during the Steam Turbine B inspection or later during the 2nd Steam Turbine C inspection

TEŠ can confirm, but in case of implementation of DCS migration during 2nd Steam Turbine C inspection, computers must be replaced during Steam Turbine B inspection.

Določba 5.4.1, zadnji odstavek: Zaradi časa, ki je potreben za izvedbo, vas prijazno prosimo za potrditev, da bo zamenjava DCS potekala med B inšpekcijo parne turbine ali pa pozneje, med C inšpekcijo parne turbine.

TEŠ lahko to potrdi, vendar pa je v primeru zamenjave DCS med C inšpekcijo parne turbine računalnike treba zamenjati že med B inšpekcijo parne turbine.

- Clause 5.4.2.1: Kindly please clarify the meaning of phased transfer

Phased transfer means managed migration of signals for the DCS that will need to be discussed and coordinated with the Owner.

- Clause 5.4.3.1: Kindly please confirm Contractor can reuse existing ethernet cable for short distances.

TEŠ confirms, however cables shall be compliant with DCS internal network speed.  
Teš se strinja, kabli morajo biti v skladu s hitrostjo notranje mreže DCS.

- Clause 5.4.4.1: Please note that stations cannot be moved to DMZ but to OT

TEŠ can confirm, access will be granted through firewall.  
TEŠ potrjuje, da bo dostop omogočen skozi požarni zid.

- Clause 5.4.4.2: Please note that Patch management tool station cannot be moved to DMZ but to OT

TEŠ can confirm, access will be granted through firewall.  
TEŠ potrjuje, da bo dostop omogočen skozi požarni zid.

- Clause 5.4.4.2: For the following paragraph " Within the Patch Management tool station installation contract, a Patch management package delivery shall be included on a 4 months period basis (3 deliveries per year) for the whole contract duration. "

Please note that due to limitation of Microsoft, the periodic delivery is possible only on stations running under Windows 10. If stations are running under Windows 7, only one time delivery is possible.

TEŠ can confirm your understanding.  
TEŠ potrjuje, da ste razumeli pravilno.

- Clause 5.4.4.3: Please note that logs cannot be configured to a DMZ but rather monitored from an external access.

TEŠ can confirm, access will be granted through firewall.  
TEŠ potrjuje, da bo dostop omogočen skozi požarni zid.

- Clause 5.4.4.4: Please note that the mirroring network cannot be configured in dedicated IDS but rather sent to a dedicated IDS

TEŠ can confirm.

TEŠ potrjuje navedeno.

Datum objave: 02.10.2020 07:16

VPRAŠANJE

The following clarifications are related to chapter 5.3 Asset Performance Management (APM) System;

- Clause 5.3.2: Please note that only 1 SAP Instance will be considered in our offer
- Clause 5.3.3: Please note the APM scope is limited to the assets detailed in our offer
- Clause 5.3.3: Please note that APM does an optimization of the inventory. Inventory management will be done at SAP level
- Clause 5.3.4.2: Kindly please confirm that due to Covid if such a workshop could be held remotely
- Clause 5.3.4.2.9: Kindly please confirm User Acceptance Test could be an acceptable alternative to Factory Acceptance test
- Clause 5.3.4.3.4.4: Please clarify the meaning of this article "Provide various levels of locations to organize installation of assets. "
- Clause 5.3.5.2: Kindly please confirm this can be defined in details during the workshop
- Clause 5.3.9.2: Please note that this is a SAP functionalities. APM can visualize data provided by SAP

ODGOVOR

- Clause 5.3.2: Please note that only 1 SAP Instance will be considered in our offer

Above mentioned will be scored in accordance with Appendix H.

Zgoraj omenjeno bo ocenjeno v skladu s Prilogo H.

- Določba 5.3.2: Obveščamo vas, da bo v naši ponudbi samo ena SAP instanca.

Above mentioned will be scored in accordance with Appendix H.

Zgoraj omenjeno bo ocenjeno v skladu s Prilogo H.

- Clause 5.3.3: Please note the APM scope is limited to the assets detailed in our offer

Above mentioned will be scored in accordance with Appendix H.

Zgoraj omenjeno bo ocenjeno v skladu s Prilogo H.

- Clause 5.3.3: Please note that APM does an optimization of the inventory. Inventory management will be done at SAP level

Above mentioned will be scored in accordance with Appendix H.

Zgoraj omenjeno bo ocenjeno v skladu s Prilogo H.

- Clause 5.3.4.2: Kindly please confirm that due to Covid if such a workshop could be held remotely

TEŠ can confirm.

TEŠ potrjuje navedeno.



- Clause 5.3.4.2.9: Kindly please confirm User Acceptance Test could be an acceptable alternative to Factory Acceptance test

TEŠ can confirm User Acceptance Test as alternative to Factory Acceptance Test if under wording user is meant TEŠ.

TEŠ potrjuje, da je preskus sprejemljivosti za uporabnika sprejemljiva zamenjava za preskus sprejemljivosti za tovarno, če je z izrazom uporabnik mišljen TEŠ.

- Clause 5.3.4.3.4.4: Please clarify the meaning of this article "Provide various levels of locations to organize installation of assets. "

Provide various information on geospatial location to organize installation of assets.

Predložite različne informacije o geoprostorski lokaciji za organizacijo vgradnje sredstev.

- Clause 5.3.5.2: Kindly please confirm this can be defined in details during the workshop

Your solution must be provided in your offer. Details regarding operation of your solution could be explained during the workshop and in accordance with public procurement documentation.

Vaša rešitev mora biti vključena v ponudbo. Podrobnosti v zvezi z delovanjem vaše rešitve lahko razložite med delavnico in v skladu z razpisno dokumentacijo.

- Clause 5.3.9.2: Please note that this is a SAP functionalities. APM can visualize data provided by SAP

Above mentioned will be scored in accordance with Appendix H.

Zgoraj omenjeno bo ocenjeno v skladu s Prilogo H.

Datum objave: 02.10.2020 07:19

VPRAŠANJE

The following clarifications are related to chapter 5.2 Operational Performance Modules ;

- Clause 5.2.1: For clarification, Closed Loop solution (automatic) will have an ON/OFF switch. Advisory Solution by nature cannot have ON/OFF switches. Please confirm this is ok

- Clause 5.2.1: "All OPMs shall improve KPIs continuously (i.e. 24/7) and indefinitely (i.e. for the whole remaining lifetime of the Unit)." The OPM solution being a mix of ON/OFF testing and advisors, they cannot improve continuously, furthermore, the Term of this contract is less than the lifetime of the Unit, therefore it is outside of Contractor's control to say "indefinitely". Please confirm that this sentence from clause 5.2.1 can be reviewed in stage 2

- Clause 5.2.9: "Any OPMs shall be reviewed and approved by the Owner at their sole discretion. The Tenderer shall have no recourse to the Owner for rejection of any OPMs. The Tenderer shall specify any impacts on the proposal due to the rejection of any OPMs due to such rejection."

As the Target KPI value would be discussed in stage 2, please confirm the paragraph above from 5.2.9 can be reviewed in stage 2

- Appendix H VAMS: "System provides 4 or more of the items listed under 5.6.7.3 to the owner. " 5.6.7.3 does not exist, please confirm the list intended for this criteria in appendix H is the list from clause 5.2.7

ODGOVOR

- Clause 5.2.1: For clarification, Closed Loop solution (automatic) will have an ON/OFF switch. Advisory Solution by nature cannot have ON/OFF switches. Please confirm this is ok

- Določba 5.2.1: Pojasnilo: Rešitev z zaprto zanko (avtomatska) bo imela stikalo za vklop/izklop. Takšna rešitev ne more imeti stikala za vklop/izklop. Prosimo, potrdite, da je tako v redu.

TEŠ can confirm.

TEŠ potrjuje.

- Clause 5.2.1: "All OPMs shall improve KPIs continuously (i.e. 24/7) and indefinitely (i.e. for the whole remaining lifetime of the Unit)." The OPM solution being a mix of ON/OFF testing and advisors, they cannot improve continuously, furthermore,

the Term of this contract is less than the lifetime of the Unit, therefore it is outside of Contractor's control to say "indefinitely". Please confirm that this sentence from clause 5.2.1 can be reviewed in stage 2

Confirmed not part of Appendix H so could be part of stage 2 negotiations.

Potrjeno ni del Priloge H, lahko pa je del pogajanj v drugi fazi.

- Clause 5.2.9: "Any OPMs shall be reviewed and approved by the Owner at their sole discretion. The Tenderer shall have no recourse to the Owner for rejection of any OPMs. The Tenderer shall specify any impacts on the proposal due to the rejection of any OPMs due to such rejection."

As the Target KPI value would be discussed in stage 2, please confirm the paragraph above from 5.2.9 can be reviewed in stage 2

Confirmed not part of Appendix H so could be part of stage 2 negotiations.

Potrjeno ni del Priloge H, lahko pa je del pogajanj v drugi fazi.

- Appendix H VAMS: "System provides 4 or more of the items listed under 5.6.7.3 to the owner." 5.6.7.3 does not exist, please confirm the list intended for this criteria in appendix H is the list from clause 5.2.7

Confirm that the reference should be to Section 5.2.7

Potrjujemo, da se referenca nanaša na točko 5.2.7.

Datum objave: 02.10.2020 07:21

VPRAŠANJE

The following clarifications are related to the Appendix D: Division of Responsibilities;

- "Personal safety equipment, specific to site, materially different and more burdensome than Contractors standard" : This responsibility seems to belong to Owner as it is linked to items more burdensome than Contractor's standard, kindly please confirm

- "Technical Advisory Services for the disassembly, re-assembly, repair and part exchange as per work-scope of this agreement": the following comment on this item seems not correct "Repair and replacement of Inspect Only components and Repair of Inspect and Repair Only components is considered as elective maintenance". Elective maintenance is not defined and normally replacement of Inspect and Repair Only components is not foreseen. Kindly please confirm the following comment is therefore correct "Repair and replacement of Inspect Only components and Replacement of Inspect and Repair Only components is considered as Extra Work"

- "Operation mobile lifting equipment, component transportation on site" & "Scaffolding" & "Insulation" & "Blast cleaning of turbine / generator components" & "Cleaning of boiler and air-preheater" & "Mobile lifting equipment to complete work-scope as per this agreement "; It is bidder's opinion that these scope is traditionally with customer as they can manage better these activities from the past experiences on that site. Please advise if this scope could therefore be with Owner and not with Contractor

- "Special tools and equipment originally supplied with the unit. ": Bidder understand that any special tool not originally supplied by the OEM with the equipment would need to be reviewed and brought by the Contractor for performing inspections if not available, however, it is our understanding that the Special tools and equipment originally supplied by the OEM with the unit would be the responsibility of the Owner, not the Contractor. Kindly please confirm

ODGOVOR

- "Personal safety equipment, specific to site, materially different and more burdensome than Contractors standard" : This responsibility seems to belong to Owner as it is linked to items more burdensome than Contractor's standard, kindly please confirm

TEŠ can confirm.

TEŠ potrjuje navedeno.

- "Technical Advisory Services for the disassembly, re-assembly, repair and part exchange as per work-scope of this agreement": the following comment on this item seems not correct "Repair and replacement of Inspect Only components and Repair of Inspect and Repair Only components is considered as elective maintenance". Elective maintenance is not defined and normally replacement of Inspect and Repair Only components is not foreseen.

Kindly please confirm the following comment is therefore correct "Repair and replacement of Inspect Only components and Replacement of Inspect and Repair Only components is considered as Extra Work"

TEŠ can confirm your understanding. Wording elective maintenance is an editorial error.

TEŠ potrjuje vaše razumevanje. Besedna zveza izbirno vzdrževanje je redakcijska napaka.

- "Operation mobile lifting equipment, component transportation on site" & "Scaffolding" & "Insulation" & "Blast cleaning of turbine / generator components" &

"Cleaning of boiler and air-preheater" & "Mobile lifting equipment to complete work-scope as per this agreement "; It is bidder's opinion that these scope is traditionally with customer as they can manage better these activities from the past experiences on that site. Please advise if this scope could therefore be with Owner and not with Contractor

TEŠ can confirm, equipment and services will be conducted with the usual practice and rules in TEŠ.

TEŠ potrjuje, da bodo oprema in storitve izvedene v skladu z običajno prakso in pravili v TEŠ.

- "Special tools and equipment originally supplied with the unit. ": Bidder understand that any special tool not originally supplied by the OEM with the equipment would need to be reviewed and brought by the Contractor for performing inspections if not available, however, it is our understanding that the Special tools and equipment originally supplied by the OEM with the unit would be the responsibility of the Owner, not the Contractor. Kindly please confirm

Special tools and equipment not originally supplied with the unit are under Contractors responsibility, while Special tools and equipment originally supplied with the unit are in Employers responsibility. Appendix D - DIVISION OF RESPONSIBILITIES of Technical part of procurement documentation will be amended accordingly to reflect this division.

TEŠ will prepare indicative inventory list of all special tools on site TEŠ and share it with the tenderers in accordance with public procurement documentation for closed part. Additionally to establish which tools have been originally supplied with the unit and which not, TEŠ will organize on-site checkup in second phase of procedure. This checkup will be dedicated for inspection of special tools and of mandatory spare parts in stock on site.

Specialna orodja in oprema, ki niso del izvirne opreme bloka, so odgovornost izvajalca, medtem ko so specialna orodja in oprema, ki so del izvirne opreme bloka, odgovornost naročnika. Priloga D – razdelitev odgovornosti tehničnega dela razpisne dokumentacije se ustrezno popravi, da bo ta delitev vidna.

TEŠ bo pripravil okviren seznam vseh specialnih orodij na objektu TEŠ in ga delil s ponudniki v skladu z razpisno dokumentacijo za zaprti del. Da se ugotovi, katera orodja so del izvirne opreme bloka in katere niso, bo TEŠ v drugi fazi postopka organiziral terenski pregled. Ta pregled bo posvečen pregledu specialnih orodij in obveznih rezervnih delov na objektu.

Datum objave: 02.10.2020 07:24

VPRAŠANJE in ODGOVOR:

The following clarifications are related to Appendix A Covered Equipment and Appendix F List of Capital Parts:

- A.1.3 It is bidder's opinion that this scope being below the boiler would be better suited with Customer,. Kindly please confirm this approach and that A.1.3 would then be moved into A.6. And therefore the following would be removed from Appendix F.2 " Submerged Scraper Conveyor

Scraper conveyor (chain, plates, wheels)

Hydraulic drive unit

Hydraulic chain tensioners

Slag crusher"

TEŠ can confirm. TEŠ will review technical part of documentation and correct the necessary.

TEŠ potrjuje. TEŠ bo pregledal tehnični del dokumentacije in izvedel ustrezne popravke.

- F.1: " Air preheater including baskets and seals" The baskets and seals are parts traditionally with Owner who has normally already a sourcing strategy and where bidder would not bring added value in this scope. Kindly please confirm the following approach "Air preheater excluding baskets and seals"

TEŠ can confirm.

TEŠ potrjuje.

- A.4 & F.2 "LUBECO heating Surfaces" all pressure parts should be treated the same way. As replacement of pressure parts is less likely & unpredictable and therefore difficult to budget at a tendering phase, it is better suited to categorize those items as Inspect and Repair as per RFP. Any replacement would be Extra Work. Therefore kindly please confirm there is no exception for LUBECO heating Surfaces. In this case Lubeco heating surfaces would be removed from F.2

TEŠ can confirm. TEŠ will review technical part of documentation and correct it where necessary. For avoidance of doubts the rest of the LUBECO is under full coverage.

TEŠ potrjuje. TEŠ bo pregledal tehnični del dokumentacije in izvedel ustrezne popravke. V izogib dvomom je preostanek LUBECO v celoti vključen.

- A.2 & F.2: It is bidder's opinion that most of these scope by its third party nature and outside core component such as Steam Turbine, Generator and Boiler, would be better suited with Customer, who has already a sourcing strategy with the different OEMs. Bidder would propose to replace A.2 by covering the following items instead (and therefore A.2 as per RFP except the below would be moved to A.6, and removed from F.4) :

- Deaerator 06LAA10AC010
- Feedwater tank 06LAA10BB010
- LP Heater 7 bis 06LAD70AC001
- LP Heater 7 06LAD70AC002
- Level Pipe 06LAD70BB001
- LP Heater 8 06LAD80AC001
- LP Heater 9 06LAD90AC001
- Condensate Extraction Pumps 06LCB11AP001 06LCB12AP001 06LCB21AP001 06LCB22AP001
- LP Heater 1 Duplex 06LCC11AC010 06LCC11BB010 06LCC12AC010 06LCC12BB010
- LP Heater 2 Duplex 06LCC21AC010 06LCC21BB010 06LCC22AC010 06LCC22BB010
- LP Heater 3 06LCC30AC010
- LP Heater 4 06LCC40AC010
- LP Heater 5 06LCC50AC010
- LUCECO 06LCC60AC010
- Expansion vessel 1 & 2 06LCJ11BB010 06LCJ12BB010
- LP Condenser 06MAG10AC001
- Turbine Drain Flashbox 06MAG10BB001
- LP Liquid Drain Flashbox 06MAG10BB002
- HP Condenser 06MAG20AC001
- HP Liquid Drain Flashbox 06MAG20BB002
- Vacuum Pump 06MAJ30AP001 06MAJ40AP001
- SDD 1 and SDD 2 06MAN10AC001 06MAN20AC001

Kindly please confirm this approach

TEŠ can confirm. TEŠ will review technical part of documentation and correct it where necessary.

TEŠ potrjuje. TEŠ bo pregledal tehnični del dokumentacije in izvedel ustrezne popravke.

Datum objave: 02.10.2020 07:25

VPRAŠANJE

In relation to clause 5.7 of the Technical Documentation, due to the fact Contractor is only covering the yearly planned inspection and major inspections, it is bidder understanding that the routine maintenance will cover any activities described in the O&M manual up to but excluding 1 year. Kindly please confirm

ODGOVOR

We confirm your understanding for avoidance of doubt routine maintenance are maintenance activities, occurring periodically within one year, if they are not explicitly recorded in the OMM as routine maintenance.

Potrjujemo pravilnost vašega razumevanja. V izogib dvomom, pod rutinsko vzdrževanje spadajo vzdrževalne dejavnosti, ki se odvijajo periodično v roku enega leta, če niso izrecno navedene v OMM kot rutinsko vzdrževanje.

Datum objave: 02.10.2020 07:30

#### VPRAŠANJE

In relation to the Technical Documentation, bidder would like to be able to deviate from strictly following the OEM recommendation  
Kindly please confirm such approach is possible

#### ODGOVOR

Deviation from strictly following the OEM recommendations will be possible, however only under the condition that to any deviation there is previous explicit and specific agreement of the Employer and this will be based on a clear, reasonable and objective engineering justification.

Odklon od strogega sledenja priporočilom proizvajalca bo mogoč, vendar samo pod pogojem, da za vsak odklon izvajalec pridobi izrecno in nedvoumno soglasje naročnika in da bo to temeljilo na jasni, razumni in objektivni strokovni utemeljitvi.

Datum objave: 02.10.2020 07:31

#### VPRAŠANJE

In relation to Technical Documentation, 5.1. Planned Maintenance Obligations "recommendation, advice, suggestion, proposal, proposition, guideline, or alike is treated as a mandatory requirement"

This clause above is too broad and cannot be documented from approval trail perspective. Kindly please confirm the above needs first to be not oral but written, it needs to come from the Contractor only and it needs to be mutually agreed between Owner and Contractor

#### ODGOVOR

Your proposal as a whole is unacceptable, however we can confirm that any recommendation, advice, suggestion, proposal, proposition, guideline, or alike is treated as a mandatory requirement only under the condition that such is included in OEM Recommendations (as defined) in writing.

Vaš predlog kot celota je nesprejemljiv, lahko pa potrdimo, da se morebitna priporočila, nasveti, predlogi, sugestije, smernice in podobno smatrajo kot obvezna zahteva samo pod pogojem, da je to pisno opredeljeno v proizvajalčevih Priporočilih.

Datum objave: 02.10.2020 07:32

#### VPRAŠANJE

In relation to the spare part list sent separately to the bidders, would it be possible to have a revised list with more columns such as age of the parts, more descriptions including drawing number/part number.

As well please clarify why one fifth of the items has a quantity of 0 in the column C. This seems not correct

#### ODGOVOR

This is not possible, however during Phase 2 the qualified Tenderers will be invited to site and will review the current state of spare parts stock as an on-site checkup against the already provided existing TEŠ spare parts list.

To ni mogoče, vendar pa bodo v drugi fazi ponudniki povabljeni na objekt, kjer bodo pregledali trenutno stanje zaloge rezervnih delov in ga primerjali s seznamom rezervnih delov, ki ga je predložil TEŠ.

Datum objave: 02.10.2020 07:37

#### VPRAŠANJE IN ODGOVOR:

In relation to the General Part clause 9.2;

- Based on experience, Bidder would think a value of 7% of Contract Price instead of 10% would be more appropriate. Kindly please confirm this approach

TEŠ agrees for Performance Security to amount to 7 % of the total contract price (instead of 10 % of the total contract price). Article 9.2 of the General Part and the corresponding Appendix 12 will be modified accordingly.

TEŠ se strinja, da jamstvo za dobro izvedbo znaša 7 % pogodbene cene (namesto 10 % skupne pogodbene cene). Člen 9.2 Splošnega dela in pripadajoča Priloga 12 se tako ustrezno popravi.

- Bidder's understanding is that renewal of the bond is once per year, therefore please confirm the last paragraph is replaced by the following:

" If the Owner makes a claim under a Performance Security, the Contractor shall at the beginning of the following year either (1.) hand over an

amendment to the existing Performance Security so as to provide the same 7 per cent ratio between the guarantee amount and the contract price or (2.) hand over a new performance security in the amount that was withdrawn under existing Performance Security so that the aggregate guarantee amount remains at the same 7 per cent ratio between the guarantee

amount and the contract price."

TEŠ agrees that replenishment of Performance Security after a claim thereunder is made occurs once per year, however this should not occur by handing over the annex/a new performance security at the beginning of the following year but rather 45 days before the end of the year with the validity only from the beginning of the following year onwards. Therefore the paragraph in question within Article 9.2 of the General Part is replaced by the following:

If the Owner makes a claim under a Performance Security, the Contractor shall no later than 45 days before the end of the year either (1.) hand over an annex to the existing Performance Security so as to provide the same 7 per cent ratio between the guarantee amount and the contract price or (2.) hand over a new performance security in the amount that was withdrawn under existing Performance Security so that the aggregate guarantee amount remains at the same 7 per cent ratio between the guarantee amount and the contract price, whereas in either case such annex to the existing Performance Security or the new performance security will be valid only from the beginning of the following year onwards.

TEŠ se strinja, da se v primeru reklamacije jamstvo za dobro izvedbo izplača enkrat na leto, vendar pa se to ne zgodi tako, da se s prilogo ob začetku naslednjega leta predloži novo jamstvo, temveč se to zgodi 45 dni pred koncem leta z veljavnostjo od začetka prihodnjega leta naprej. Tako se zadevni odstavek člena 9.2 Splošnega dela zamenja z naslednjim besedilom:

Če Naročnik uveljavi reklamacijo v okviru jamstva za dobro izvedbo, mora izvajalec v največ 45 dneh pred iztekom leta (1) predati prilogo obstoječemu jamstvu za dobro izvedbo, pri čemer je razmerje enako, jamstvo torej 7 % od celotne pogodbene cene, ali (2) predati novo jamstvo za dobro izvedbo v vsoti, ki je bila odtegnjena v skladu z obstoječim jamstvom za dobro izvedbo, tako da skupno jamstvo ostaja istih 7 % od pogodbene cene, v vsakem primeru pa je priloga obstoječemu jamstvu za dobro izvedbo ali novo jamstvo veljavna šele od začetka naslednjega leta naprej.

In relation to the General Part clause 9.3;

- Bidder's understanding is that renewal of the bond is once per year, therefore please confirm the last paragraph is replaced by the following:

" If the Owner makes a claim under a Performance Guarantee Security, the Contractor shall at the beginning of the following year either (1.) hand over an amendment to the existing Performance Guarantee Security increasing the guarantee amount so as to provide the amount of EUR 4,000,000.00 (in words: four million euro) (i.e. the Contractor will replace the withdrawn amount) or (2.) hand over a new performance guarantee security in the amount that was withdrawn under existing Performance Guarantee Security so that the aggregate guarantee amount remains EUR 4,000,000.00 (in words: four million euro)."

TEŠ agrees that replenishment of Performance Guarantee Security after a claim thereunder is made occurs once per year, however this should not occur by handing over the annex/a new performance guarantee security at the beginning of the following year but rather 45 days before the end of the year with the validity only from the beginning of the following year onwards. Therefore the paragraph in question within Article 9.3 of the General Part is replaced by the following:

If the Owner makes a claim under a Performance Guarantee Security, the Contractor shall no later than 45 days before the end of the year either (1.) hand over an annex to the existing Performance Guarantee Security increasing the guarantee amount so as to provide the amount of EUR 4,000,000.00 (in words: four million euro) (i.e. the Contractor will replace the withdrawn amount) or (2.) hand over a new performance guarantee security in the amount that was withdrawn under existing Performance Guarantee Security so that the aggregate guarantee amount remains EUR 4,000,000.00 (in words: four million euro), whereas in either case such annex to the existing Performance Guarantee Security or the new performance guarantee security will be valid only from the beginning of the following year onwards.

TEŠ se strinja, da se v primeru reklamacije jamstvo za dobro izvedbo izplača enkrat na leto, vendar pa se to ne zgodi tako, da se s prilogo ob začetku naslednjega leta predloži novo jamstvo, temveč se to zgodi 45 dni pred koncem leta z veljavnostjo od začetka prihodnjega leta naprej. Tako se zadevni odstavek člena 9.3 Splošnega dela zamenja z naslednjim besedilom:

Če Naročnik uveljavi reklamacijo v okviru jamstva za dobro izvedbo, mora izvajalec v največ 45 dneh pred iztekom leta (1) predati prilogo obstoječemu jamstvu za dobro izvedbo, pri čemer se vsota jamstva poveča tako, da je končna vsota 4.000.000,00 EUR (z besedo: štiri milijone evrov), to pomeni, da izvajalec nadomesti odtegnjeno vsoto, ali (2) predati novo jamstvo za dobro izvedbo v vsoti, ki je bila odtegnjena v skladu z obstoječim jamstvom za dobro izvedbo, tako da skupno jamstvo ostaja 4.000.000,00 EUR (z besedo: štiri milijone evrov), v vsakem primeru pa je priloga obstoječemu jamstvu za dobro izvedbo ali novo jamstvo veljavna šele od začetka naslednjega leta naprej.

In relation to Appendix 12;

- Guaranteed Amount and Currency: along with the comment above on 9.2, Bidder would propose 7% of Contract Price

TEŠ agrees, thus Appendix 12 will be amended to state [7 % of total Contract Price in] EUR [] (in words [] euro). opposite to Guarantee Amount and currency.

TEŠ se strinja, zato bo Priloga 12 popravljena tako, da se glasi [7% skupne pogodbene cene v] EUR [] (z besedami [] eur) in ne z vsoto in valuto.

- Any documents required in support of demand for payment, apart from the supporting statement explicitly required in the text below: "None"

Bidder would like to have the chance to cure the breach before, therefore kindly please replace "none" by the following:

"Copy of the notification dated at least 30 days prior to the demand for payment sent by the Beneficiary to the Applicant notifying the Applicant of its

breach and asking the Applicant to remedy such breach within time for remedial actions as per Contract terms.

TEŠ agrees and Appendix 12 will be amended accordingly. However due to the extension in general timing concerning the Performance Security this change represents, TEŠ will change all the corresponding deadlines for bond validity and enforceability from 30 to 90 days and the corresponding deadlines for bond renewal from 14 to 45 days, both in Article 9.2 of the General Part and in Appendix 12 thereto.

TEŠ se strinja in zato bo Priloga 12 ustrezno popravljena. Vendar pa bo zaradi podaljšanja splošnega roka v zvezi z jamstvom za dobro izvedbo TEŠ spremenil vse povezane roke za veljavnost in izvršljivost obveznic s 30 na 90 dni in roke za obnovitev obveznic s 14 na 45 dni, tako v Členu 9.2 Splošnega dela in tudi v Prilogi 12.

- Please confirm the language can be English as well

TEŠ agrees, thus Appendix 12 will be amended to state Slovenian or English opposite to Language of any so required documents.

TEŠ se strinja in zato bo Priloga 12 popravljena. Besedilo »slovenski ali angleški jezik« bo zamenjalo besedilo »jezik zahtevanih dokumentov«.

In relation to Appendix 13;

- Any documents required in support of demand for payment, apart from the supporting statement explicitly required in the text below: "None"

Bidder would like to have the chance to cure the breach before, therefore kindly please replace "none" by the following:

"Copy of the notification dated at least 30 days prior to the demand for payment sent by the Beneficiary to the Applicant notifying the Applicant of its

breach and asking the Applicant to remedy such breach within time for remedial actions as per Contract terms.

TEŠ agrees and Appendix 13 will be amended accordingly. However due to the extension in general timing concerning the Performance Guarantee Security this change represents, TEŠ will change all the corresponding deadlines for bond validity and enforceability from 30 to 90 days and the corresponding deadlines for bond renewal from 14 to 45 days, both in Article 9.3 of the General Part and in Appendix 13 thereto.

TEŠ se strinja in zato bo Priloga 13 ustrezno popravljena. Vendar pa bo zaradi podaljšanja splošnega roka v zvezi z jamstvom za dobro izvedbo TEŠ spremenil vse povezane roke za veljavnost in izvršljivost obveznic s 30 na 90 dni in roke za obnovitev obveznic s 14 na 45 dni, tako v Členu 9.3 Splošnega dela in tudi v Prilogi 13.

- Please confirm the language can be English as well

TEŠ agrees, thus Appendix 13 will be amended to state Slovenian or English opposite to Language of any so required documents.

TEŠ se strinja in zato bo Priloga 13 ustrezno popravljena. Besedilo »slovenski ali angleški jezik« bo zamenjalo besedilo »jezik zahtevanih dokumentov«.

In relation to both Appendix 12 & 13:

- Please confirm the 2 bonds (appendix 12 and 13) will not be double dipping due to Contract Price actually including already component linked to Target Improvement (appendix 13)

TEŠ confirms that certain claim could be made only either under Performance Security or under Performance Guarantee Security, not under both (no double dipping). Performance Security thus does not cover the damages payments (or related) Contractors obligations under Guaranteed Performance Commitments, i.e. under Chapter 5.5 of Technical Documentation. TEŠ potrjuje, da lahko določena reklamacija velja samo za varščino za dobro izvedbo ali samo za jamstvo za dobro izvedbo, ne pa za oboje hkrati. Tako varščina za dobro izvedbo ne krije plačil odškodnin ali podobnih obveznosti izvajalca v sklopu

obveznosti v zvezi z zajamčeno izvedbo, to je v sklopu poglavja 5.5 tehnične dokumentacije.

Datum objave: 02.10.2020 07:39

VPRAŠANJE

In relation to both Appendix 12 & 13:

- Please confirm the 2 bonds (appendix 12 and 13) will not be double dipping due to Contract Price actually including already component linked to Target Improvement (appendix 13)

ODGOVOR

TEŠ confirms that certain claim could be made only either under Performance Security or under Performance Guarantee Security, not under both (no double dipping). Performance Security thus does not cover the damages payments (or related) Contractors obligations under Guaranteed Performance Commitments, i.e. under Chapter 5.5 of Technical Documentation.

To clearly state this carve-out, the following wording will be inserted to Article 9.2 of the General Part, at the end of point ii. of paragraph 4: (however, not covering failure by the Contractor to pay to the Owner any amount due under or in connection with the Section 5.5 of the Technical Documentation (i.e. damages payable to the Owner), that is subject to Article 9.3).

Additionally, for the same reason, Appendix 12 will be amended to state [Contractor]s obligations arising out of [final title of the Contract] except [Contractor]s damages payment (or related) obligations arising out of [relevant sections of the Contract]. opposite to Underlying Relationship.

TEŠ potrjuje, da lahko določena reklamacija velja samo za varščino za dobro izvedbo ali samo za jamstvo za dobro izvedbo, ne pa za oboje hkrati. Tako varščina za dobro izvedbo ne krije plačil odškodnin ali podobnih obveznosti izvajalca v sklopu obveznosti v zvezi z zajamčeno izvedbo, to je v sklopu poglavja 5.5 tehnične dokumentacije.

Da bo izločitev jasna, bomo v člen 9.2 splošnega dela vnesli naslednje besedilo na koncu točke ii 4. odstavka (vendar pa ne krije situacije, v kateri izvajalec ne plača naročniku vsote, ki je že zapadla v plačilo v povezavi s točko 5.5 tehnične dokumentacije (škoda, ki jo plača naročnik), za katero velja člen 9.3).

Iz istega razloga bomo popravili Prilogo 12 tako, da bo vsebovala besedilo [izvajalčeve] obveznosti, povezane s [končni naslov pogodbe], razen [izvajalčevega] plačila odškodnine (ali povezanih) obveznosti, ki izhajajo iz [relevantnih delov pogodbe], namesto temeljnega pogodbenega razmerja.

Datum objave: 02.10.2020 07:40

VPRAŠANJE

In relation to schedule 3 Security Criteria

This excel file has 3 columns for the answers, either Out of the box, Configurable or Custom Solution.

It seems the choices to answer is Y/N

Bidder is clear if Y/N is sufficient, and Owner will look into the offer to evaluate the questions or not.

Kindly please advise if the following approach (here for 2 random Criteria example) is good:

- Criteria: Describe your security and privacy practices. How do you ensure that your customer's personal information is protected?

Bidder answer: Security and privacy practices are described in document xxxx

- Criteria: Describe how you handle data backups.

Bidder answer: backups are handled: 1) Action xxxx 2) Action yyyy

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Schedule 3 is intended to be responded with a Yes/No answer followed by subsequent description on the Bidder's response to justify the answer.

Na prilogo 3 se odgovori z odgovorom tipa da/ne, ki mu sledi opis ponudnikovega odgovora, s katerim se razloži odgovor.



**Datum objave: 05.10.2020 06:18**

VPRAŠANJE

Related to Appendix 2 of General Conditions, package 3 DCS, Bidder might be interested in buying back some of Owner 's current DCS spare parts after DCS migration occurs. In case this is possible, kindly please confirm if an additional price row to package 3 DCS could be added to reflect this possibility of buying back DCS parts

ODGOVOR

If the Contractor will be interested in doing so, it could, taking into account DCS migration, during the Term buy the existing TEŠ's DCS system as a whole (and not only certain spare parts from it). Appendix 2 of the General Part will be amended accordingly to reflect this option.

Before end of Phase 2 TEŠ will obtain an independent market valuation of DCS system and inform the qualified bidders thereof. Either the Tenderer is interested or not in such a purchase, it shall clearly indicate this in Appendix 2. The price for such purchase shall be the same as the existing DCS system market valuation and shall be netted against DCS migration price. If the Tenderer is not interested in such a purchase, nevertheless for calculation and scoring purposes the market valuation of the existing DCS system shall be deducted from the DCS migration price.

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*Glede prevoda odgovorov vezanih na materijo tehničnega dela dokumentacije se zaradi specifik tehničnega izrazoslovja kot avtentična šteje verzija odgovora v angleškem jeziku.*