

CONTRACT NO. EP/SP/107/18
CHEMICAL WASTE TREATMENT CENTRE SECOND FOLLOW-ON CONTRACT

Response to Request for Tender Clarifications - Issue No. 2

In accordance with Clause 4 of the Notes to Tenderers in respect of Contract No. EP/SP/107/18, please find enclosed the Response to Request for Tender Clarifications No.2.

For any queries, please feel free to contact Mr. Andy Chan at 2601 1000 or chanws@bv.com.

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1.	Volume 1 – Appendix E to NTT, Table IV	Footnote on each page: "The above Estimated Waste Quantities are not projected waste arisings; they are for the sole purpose of tender assessment by the Employer."	Please provide the calculations or reasoning behind the Table IV forecasts of annual incineration tonnage.	As stated clearly, the Estimated Waste Quantities are not projected waste arisings; they are for the sole purpose of tender assessment by the Employer.
2.	Volume 1 – Appendix E to NTT, Table II Assessment Aspects	A2 Transition-In Plan (maximum mark: 50)	How will tenders be assessed so that (i) the FFO Contractor is not unfairly disadvantaged by a low tender score against its Transition-In Plan, and (ii) other tenderers are not unfairly disadvantaged by having to include Transition-In costs that the FFO Contractor will not incur?	(i) The Transition-In Plan will be assessed in accordance with the marking guidelines by the tender assessment panel irrespective of the identity of the tenderer. (ii) Each tenderer is free to estimate the cost of each item according to its own considerations.
3.	Volume 1 – Appendix O to COT, item 5	Item 5 - AECOM's Condition Survey April 2019 (FINAL) COC Cl. 46.4 states: "Following the expiry of the Contract Period... the Employer will issue, within 21 days of compliance of all the requirements below... the Handback Certificate stating the date on which... the Contractor	Please clarify and confirm that the FFO Contractor has carried out or will carry out all of the repairs and/or maintenance and/or rectifications and/or replacements required in Appendix G to AECOM's Final Condition Survey (April 2019), prior to the expiry of the FFO Contract Period.	The administration of the FFO contract is a matter between the Employer and the FFO Contractor. Nevertheless, Tenderers' attention is drawn to revised Clause 67 of the Conditions of Contract (CoC) issued in Tender Addendum No. 1.

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		has achieved completion of the Operation [including] (b) the Contractor has carried out the repairs and/or maintenance and/or rectification and replacements required under Clause 67.7 prior to the expiry of the Contract Period..."		
4.	Volume 1 – Appendix O to COT, item 6	<p>Item 6 - AECOM's Residual Life Assessment Survey - Final Report - June 2018</p> <p>COC Cl. 46.4 states: "Following the expiry of the Contract Period... the Employer will issue, within 21 days of compliance of all the requirements below... the Handback Certificate stating the date on which... the Contractor has achieved completion of the Operation [including] (b) the Contractor has carried out the repairs and/or maintenance and/or rectification and replacements required under Clause 67.7 prior to the expiry of the Contract Period..."</p>	Please clarify and confirm that the FFO Contractor has carried out or will carry out all of the repairs and/or maintenance and/or rectifications and/or replacements required in Appendix G to AECOM's Residual Life assessment Survey - Final Report - June 2018, prior to the expiry of the FFO Contract Period.	The administration of the FFO contract is a matter between the Employer and the FFO Contractor. Nevertheless, Tenderers' attention is drawn to revised Clause 67 of the CoC issued in Tender Addendum No. 1.
5.	Volume 3 – COC Cl. 6.12, 6.14	...the Contractor shall ensure that its subcontractor shall not sub-contract any part of the subcontract, or any part of the	Please clarify and confirm that the Contractor's sub-contractors for the Works (at least) will be allowed to	Please refer to revised Clause 6.12 of CoC issued in Tender Addendum No. 1.

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		Service sub- contracted to it. The Contractor shall, when entering into any subcontract for the execution of any part of the Service, incorporate in such subcontract provisions to prevent further sub- contracting and shall use its best endeavours to ensure compliance of those provisions.	further sub-contract parts of their sub- contract packages.	
6.	Volume 3 – COC Cl. 12.1	The Contractor shall be deemed to have examined and inspected the Affected Property, including all aspects of the Existing Facility and its surroundings, and to have satisfied itself, before submitting its Tender, as regards... the conditions of the Existing Facility... the form and nature of the Affected Property and the Existing Facility...	Please advise when we can visit, examine and inspect the Affected Property and its surroundings to satisfy ourselves, before submitting our tender, as regards the conditions of the Existing Facility, the form and nature of the Affected Property, etc.	An inspection of the Affected Property and its surroundings has been arranged for January 2020. A further inspection of the Affected Property and its surroundings can be arranged prior to the tender closing time upon request of tenderer(s).
7.	Volume 3 – COC Cl. 12.1	The Contractor shall be deemed to have examined and inspected the Affected Property, including all aspects of the Existing Facility and its surroundings, and to have satisfied itself, before submitting its Tender, as regards... the nature of the ground and sub-soil...	Please provide records of the nature of the ground and sub-soil within and surrounding the Existing Facility and any contamination existing within such ground and sub-soil.	Appendix O to the Conditions of Tender will be updated to provide such information in due course.
8.	Volume 3 – COC Cl. 12.1	The Contractor shall be deemed to have examined and inspected the Affected Property, including all	Please provide records of the location and nature of all utilities	Apart from the Tender documents and Tender addenda, the documents listed in Appendix O (and as updated

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		aspects of the Existing Facility and its surroundings, and to have satisfied itself, before submitting its Tender, as regards... the location and nature of the utilities (within and outside the Affected Property)...	within and outside the Affected Property.	by Tender addenda) to the Conditions of Tender are available for inspection at the Consultant's office at a Tenderer's request. Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.
9.	Volume 3 – COC Cl.12.2	...the Contractor shall be deemed to have examined and inspected all relevant data, whether or not mentioned in the Specification, affecting or likely to affect the Provision of the Service...	To facilitate process design, please provide all relevant data that is not presently included in the Specification or other tender documents.	Apart from the Tender documents and Tender addenda, the documents listed in Appendix O (and as updated by Tender addenda) to the Conditions of Tender are available for inspection at the Consultant's office at a Tenderer's request. Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.
10.	Volume 3 – COC Cl.12.2	...the Contractor shall be deemed to... have satisfied itself as to the types, characteristics, nature, sources and quantities of Waste that may be delivered to the	To facilitate process design, please advise what minimum quantities of each type of Waste will be delivered the Facility.	Apart from the Tender documents and Tender addenda, the documents listed in Appendix O (and as updated by Tender addenda) to the Conditions of Tender are available for

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		Facility for the purpose of Providing theService.		inspection at the Consultant's office at a Tenderer's request. Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.
11.	Volume 3 – COC Cl. 14.2	The Employer hereby assigns to the Contractor absolutely the full right of the Employer to require the performance of the FFO Contract by the FFO Contractor to the extent that the same remains to be so performed (including without limitation rights arising out of defects in the Existing Facility).	Please advise the duration of the FFO Contractor's Defects Liability Period.	Clause 14.2 of the CoC has been deleted. Please refer to revised Clause 14 of the CoC issued in Tender Addendum No. 1.
12.	Volume 3 – COC Cl. 14.5, 14.6	...the Contractor shall... from the Date for commencement of the Contract observe and perform all duties and obligations of the Employer under and in connection with the FFO Contract. The Employer will provide such documents and information that are reasonably necessary for the Contractor to observe, perform and/or enforce the FFO Contract.	Please provide all documents and information necessary, so that we can understand and allow for all of the Contractor's obligations in this regard.	Clauses 14.5 and 14.6 of the CoC have been deleted. Please refer to revised Clause 14 of the CoC issued in Tender Addendum No. 1.

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13.	Volume 3 – COC Cl. 43.8 (b)	In the event that a Change is necessary as a result of an alteration or modification of the provisions of any enactment, or the regulations or by-laws of any local or duly constituted authority, the Contractor shall be entitled to an adjustment to the Price and an extension of the Time for Completion of the Works if such alteration or modification imposes substantially higher standards than those applicable under the Contract at the relevant time. For the avoidance of doubt, a Change shall not be considered necessary under this Clause 43.8 by reason of the Service becoming more difficult or costly for the Contractor to provide following an alteration or modification of the above- mentioned requirements.	Please clarify and confirm that the Contractor shall be entitled to an adjustment to the Price and an extension of Time for Completion of the Works in the event that a new enactment, regulation, by-law or suchlike, or an alteration or modification to any existing enactment, regulation, by- law or suchlike imposes higher standards than those applicable under the Contract.	We believe that the intention of Clause 43.8 is clear. That is, <i>“.....the Contractor shall not be entitled to any adjustment to the Price or any extension of the Time for Completion of the Works as a result of such Change unless, in the Employer's opinion, the Contractor's compliance with such alteration or modification imposes on the Contractor requirements of <u>substantially</u> higher standards than those applicable under the Contract at the relevant time.”</i>
14.	Volume 3 – COC Cl. 46.3	At the expiry of the Contract Period... the Contractor must hand back the Affected Property to the Employer, or a third party nominated by the Employer: (a) in a condition which reflects a chemical waste treatment facility maintained in accordance with current industry operations and maintenance practice and the	Please clarify and confirm that at the expiry of the FFO Contract Period... the FFO Contractor must hand back the Affected Property to the Contractor: (a) in a condition which reflects a chemical waste treatment facility maintained in accordance with current industry operations and maintenance practice and the Asset	CoC Clause 46.3 does not refer to and operates independently from the FFO Contract.

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		Asset Management Plan and all other requirements of the Contract; (b) with a stock of consumables necessary or desirable for Operation commensurate with current industry operation and maintenance practice and at least in accordance with the currently approved Handback Plan; and (c) in accordance with the Handback Plan.	Management Plan and all other requirements of the FFO Contract; (b) with a stock of consumables necessary or desirable for Operation commensurate with current industry operation and maintenance practice and at least in accordance with the currently approved FFO Handback Plan; and (c) in accordance with the FFO Handback Plan.	
15.	Volume 3 – COC Cl.68.2	On the expiry or termination of the Contract... the Employer or another contractor engaged by the Employer for continuing the Provision of the Service may immediately employ or engage (exclusively or not) the persons employed or engaged by the Contractor in Providing the Service, in which case the Contractor shall do everything necessary to ensure that those employees are not prevented from being so employed or engaged.	Please clarify and confirm that the Contractor may immediately employ or engage (exclusively or not) the persons employed or engaged by the FFO Contractor in Providing the Service, in which case the FFO Contractor shall do everything necessary to ensure that those employees are not prevented from being so employed or engaged.	There is no limitation on employment of the FFO Contractor's Employees, subject to the agreement of the FFO Contractor's Employee. Specifically, the FFO Contract stipulates that: <i>"At the end of the Contract Period, or upon earlier termination of the Contract, the Contractor shall cooperate with the Employer to transfer the Contractor's Employee, to the Employer or another party, subject to the agreement of the Contractor's Employee."</i>
16.	Volume 4 – Appendix A to the Specification	This drawing - titled 'Service Area of the Contract' - includes a block headed 'Shenzhen Section' which shows a 'Clearance Area' within a	Please advise the purpose and some details of this Service Area and what the Contractor's obligations will be in this regard.	"Service Areas" mean the Affected Property and <u>the areas where the Contractor must provide Waste collection or emergency response</u>

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		'Shenzhen Bay Port, Hong Kong Port Area'.		<u>services</u> . With respect to the Shenzhen section shown on Drawing No. 197194/B&V/PLN/005, the Contractor must provide Waste collection or emergency response services, if needed.
17.	Volume 4 – Specification (Part A) Cl. 4.10 (b) & (c)	The Contractor shall include method statements for the execution of the Works including construction sequence, practicable and innovative construction methods to overcome site constraints, minimising impacts to operation of the Existing Facility, minimising environmental impacts (including pollution control), major temporary works, effective traffic management within the Affected Property, measures to be adopted to protect the Existing Facility and arrangement of communications between construction and operation teams to coordinate various activities on Affected Property and temporary relocation of existing facilities/utilities. The Construction Plan shall also include outline commissioning and test plans for the Initial Works.	Please advise which, if any, components of the existing incineration system and/or clinical waste sterilisation system should be removed from site and disposed of following their replacement by the new RIS and CWSS.	<p>The scope does <u>not</u> require the removal of any components of the existing incineration system from the Affected Property but all the components of the existing incineration system have to be maintained in a safe manner following their replacement by the new RIS.</p> <p>There is no existing clinical waste sterilisation system in the Affected Property.</p>

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18.	Volume 4 – Specification (Part A) Cl. 5.1 (a)	Characterisation of the received Chemical Waste shall be properly carried out by the Contractor in order to determine the most appropriate treatment method for the concerned waste.	To facilitate process design, please advise what calorific values may be expected for the various types of Chemical Waste to be received and processed at CWTC.	Appendix O to the Conditions of Tender will be updated to provide such information in due course.
19.	Volume 1 – COT Cl. 5 (f) (ii)	Pro forma submissions (Forms 2A to 2D)....	Please advise if there is a Form 2D, as it is not included in the Tender Documents.	There was a typo. It should refer to Forms 2A to 2C. An updated Specification reflecting this will be issued in due course.
20.	Volume 1 – Appendix O to COT	Reference documents listed below are available for inspection at the Consultant's office in accordance with Clause 4 of the Conditions of Tender: -	PFD is required for estimating consumables consumptions, residues production and stabilised residue production. Will PFD and data table be available for tender design purpose? For design purpose, will layout drawings of the existing incineration system be made available to the tenderers.	Appendix O to the Conditions of Tender will be updated to provide PFD and as-built drawings in due course.
21.	Volume 1 – Appendix O to COT	Condition Survey Reports	The Condition Survey Reports show that there are 3 marine vessels, but Appendix J to the Specification shows that there are 2 marine barges. Please clarify the difference and advise how many marine vessels / barges will be handed over to the Contractor.	Two vessels (one self-propelled and one non-self propelled) will be handed over to the Contractor. The relevant information in the tender documents will be revised in due course.

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22.	Volume 3 – COC Cl.15.1	Within 14 days of the date of the Letter of Acceptance, the Contractor shall submit to the Employer and the Independent Consultants a programme showing the sequence and timing in which the Contractor proposes to execute the Transition-In Plan, the Design, the Works.....	This conflicts with Specification C 3.2(b) which requires the Works Programme to be submitted within 2 months of the Commencement of the Contract. Please clarify.	The two programmes serve different purposes and therefore they are required to be submitted at different times.
23.	Volume 3 – Appendix G to COC Cl. 29.2 the Independent Consultants and their associate companies shall not undertake any services other than the Professional Services for any party in respect of the Contract.	Can the IC also be the IS?	The IC cannot be the IS and vice versa.
24.	Volume 4 – Appendix D to the Specification	OT9 waste historical input data	Waste Input for Clinical Waste (OT9) for 2017 and 2018 is missing. Please provide OT9 data for 2017 and 2018.	The relevant information will be issued in due course.
25.	Volume 4 – Appendix D to the Specification	OT1 waste historical input data	Waste (other than Clinical Waste) for Incineration (OT1) on table on page "S/D1 of 9" does not tally with the OT1 breakdown on pages "S/D2 of 9" and "S/D3 of 9". For example, OT1 for year 2018 on page "S/D1 of 9" is 8,590 tonnes while the summation of OT1 on page "S/D3 of 9" is 8,526 tonnes. Please clarify.	The relevant information is being verified. Clarification will be issued in due course.
26.	Volume 4 – Specification (Part B) Cl. 6.4 (a)(iii)(A)	"...in the form metal hydroxides. Process description -Move?"	What is the meaning of "...Move?" In this statement?	There was a typo. It will be removed. An updated Specification reflecting this will be issued in due course.

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27.	Volume 4 – Specification (Part B) Cl. 7.2 (g)(iii)	"Sterilised non-Group 3 Clinical Waste shall be stored in containers or bags....."	When incinerator shuts down, non-Group 3 Clinical Waste needs to be sterilised within 48 hours and after sterilisation can only stored at Affected Property for no more than 48 hours. In case incinerator shuts down for more than 48+48 hours, please clarify whether the sterilised Clinical Waste will be disposed of at designated landfill.	Specification (Part B) Cl. 7.2 (g)(ii) will be revised to reflect the following: <i>"...Sterilised Clinical Waste treated by the Clinical Waste Sterilisation System shall be stored in the Affected Property for no more than 48 hours prior to incineration in the CWTC incinerator or disposal at designated landfill."</i> An updated specification will be issued in due course.
28.	Volume 4 – Specification (Part B) Cl. 7.2 (f) (ii)	During incinerator shutdown, non-Group 3 Clinical Waste received by the Facility shall be stored in the Affected Property for no more than 48 hours prior to disposal at designated landfill, and Group 3 Clinical Waste received by the Facility shall be stored in the Affected Property prior to disposal by incineration when the incinerator resumes operation.	Please indicate the location and area allocated for the temporary storage of non-Group 3 and Group 3 Clinical Waste during incinerator shutdown.	Apart from the spaces in the Clinical Waste reception building, the Contractor is at liberty to temporarily store Group 3 and non-Group 3 Clinical Waste by appropriate means at suitable locations in the Affected Property to suit its operational needs with due compliance with the Engineering Conditions in Appendix L to the Specification.
29.	Volume 4 – Specification (Part B) Cl. 8.4 (c)	"...The stabilised residues shall be temporarily stored in the roll-off containers under weatherproof cover....."	Please indicate the location and area allocated for the temporary storage of stabilised residues.	The Contractor is at liberty to temporarily store stabilised residues by appropriate means at suitable locations in the Affected Property to suit its operational needs with due compliance with the Engineering

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				Conditions in Appendix L to the Specification.
30.	Volume 4 – Specification (Part B) Cl. 9 (a)	"The Employer shall have the power to order Contractor to carry out reasonable trial tests on the ..."	What is the definition of "trial tests"? Is it the same as performance tests?	<p>The part of Specification (Part B) Cl. 9 (a) related to "trial tests" will be removed. The clause will be revised to reflect the following:</p> <p><i>"The Contractor shall seek Employer's approval on the method of each performance test prior to the respective performance test being conducted for the first time during the Contract Period. The Employer may from time to time require the Contractor to review and revise the method of conducting performance tests."</i></p> <p>An updated specification will be issued in due course.</p>
31.	Volume 4 – Specification (Part B) Table SB9-1, Item 1 and 6	<p>Plant Waste measuring device / Automatic and manual control instrumentation</p> <p>Interval Every 6 months</p> <p>System specific criteria</p>	There seems to be a contradiction between the intervals of testing of "every 6 months" and system-specific criteria to be "calibration and/or verification shall be in accordance with respective manufacturer's recommendations.	<p>The "Interval" of item nos. 1 and 6 in Table SB9-1 of Specification (Part B) will be revised to reflect the following:</p> <p><i>"In accordance with the respective manufacturer's recommendation but in any event no longer than a 6-month interval"</i></p>

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		Calibration and or verification according with manufacturer's recommendations.."	Please reconsider the testing intervals to follow manufacturer's recommendations.	<p>The "System-Specific Criteria" of item nos. 1 and 6 in Table SB9-1 of Specification (Part B) will be revised to reflect the following:</p> <p><i>"Method of calibration and/or verification shall be in accordance with respective manufacturer's recommendations."</i></p> <p>An updated specification will be issued in due course.</p>
32.	Volume 4 – Specification (Part B) Table SB9- 1, Item 8	"..(d) Plants of the Works"	Provide definition of "Plants of the Works"	It will be revised to Plant and Materials. An updated specification will be issued in due course.
33.	Volume 4 – Specification (Part B) Cl. 11.4 (a)	"....emission control limits set out in Table SD3- 1 and SD3-2...."	Table SD3-2 is missing in the Specification. Please provide.	There was a typo. It should refer to Table SD2-1. An updated Specification reflecting this will be issued in due course.
34.	Volume 4 – Specification (Part B) Cl. 11.7 (a)	"....following the respective control limits set out in TableSD4-1:...."	Table SD4-1 is for liquid effluent monitoring rather than residue monitoring. Pleaseclarify	There was a typo. It should refer to Table SD3-1. An updated Specification reflecting this will be issued in due course.
35.	Volume 4 – Specification (Part B) Cl. 13.2 (a)	"The packaged Chemical Waste shall be received and temporarily stored in the Package Waste Reception Building pending treatment. The Contractor may also bulk up the packaged wastes in dedicated storage tanks to facilitate subsequent handling and	<p>Please advise if the dedicated storage tanks have sufficient volumes for future quantities of packaged Chemical Waste?</p> <p>Please indicate the locations and volumes of the dedicated storage tanks for packaged Chemical Waste.</p>	<p>This Contract does not require modification of the existing storage tanks, with the exception of the MARPOL Tanks specified in Part E Section 4.</p> <p>The Contractor is at liberty to temporarily store packaged Chemical</p>

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		feeding into different treatment systems. Compatible wastes may also be stored in the same tank subject to prior verification and confirmation of their chemical characteristics."		Waste by appropriate means at suitable locations in the Affected Property to suit its operational needs with due compliance with the Engineering Conditions in Appendix L to the Specification.
36.	Volume 4 – Specification (Part B) Cl. 14.1 and 14.2	<p>General</p> <p>Accurate and reliable measurement facilities (weighing and flowmeters) shall be maintained by the Contractor throughout the Contract Period to enable correct recording of all tonnage data of received wastes.</p> <p>Calibration</p> <p>(a) The Contractor shall be responsible for the calibration and re-calibration, as necessary, of all the measurement facilities. All calibration work shall be carried out so as not to delay or disrupt the Operation. Calibration frequency shall be not more than the period</p>	Please clarify whether the calibration of "all the measurement facilities apply" only applies to weighing system, not flowmeters.	We believe that the intention of Clause 14.1 and 14.2 are clear.

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		specified by the manufacturers of the measurement equipment in the operations manuals, in any case no longer than 6-month intervals.		
37.	Volume 4 – Specification (Part B) Cl. 6.6 (b)	The Contractor shall meet relevant licence requirements, statutory requirements and other regulations in force in Hong Kong regarding the recovery and treatment of mercury containing Chemical Waste received at the Facility.	Please specify which statutory requirements and regulations apply to the mercury waste recovery and treatment.	<p>Specification (Part B) Cl. 6.6 (b) will be revised to reflect the following:</p> <p><i>“The Contractor shall meet relevant licence requirements, <u>any</u> statutory requirements and other regulations in force in Hong Kong <u>at the time</u> regarding the recovery and treatment of mercury containing Chemical Waste received at the Facility.”</i></p> <p>An updated specification will be issued in due course.</p>
38.	Volume 4 – Specification (Part C) Cl. 10.3	"Structural steelwork shall be fabricated and erected by specialist contractors in the "Structural Steelwork" category of the List of Approved Suppliers of Materials and Specialist Contractors for Public Works by Development Bureau of the Government. BS EN 1993 shall be read in conjunction with BS EN 10025."	<p>Incinerator and boiler are packaged with supporting structures. The Hong Kong's Government's approved steel suppliers in the mentioned list may not be able to supply steelwork for incinerators and boilers.</p> <p>Are the incinerator and boiler support structures considered as structural steelwork?</p>	"Incinerator and boiler supports" that are integral to the incinerator and boiler and supplied by the original manufacturers at the same time the incinerator and boiler are delivered to the Affected Property need not be supplied by a specialist supplier on the List of Approved Suppliers of Materials and Specialist Contractors for Public Works.

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				The Specification will be revised to clarify this point.
39.	Volume 4 – Specification (Part C) Cl. 10.5 (a)	"Detailed shop drawings shall be submitted to the Independent Consultants prior to the commencement of the fabrication of steelwork. Fabrication shall not commence until the Contractor has received the Independent Consultants' certification of the Contractor' proposals."	Does this requirement apply to incinerator and boiler support structures?	<p>This requirement does not apply to “incinerator and boiler supports” that are integral to the incinerator and boiler and supplied by the original manufacturers at the same time the incinerator and boiler are delivered to the Affected Property.</p> <p>The Specification will be revised to clarify this point.</p>
40.	Volume 4 – Specification (Part C) Cl. 15.3 (a)	"The Contractor shall create, manage, develop and keep updating AIM model(s) for the Works and any new and/or replacement assets installed at the Facility. The AIM model (also referred to as Building Information Model [BIM]) shall be provided based on Level of Development (LOD) 500 for 6D facility management..."	<p>BIM LOD 500 6D is required for new and replacement assets. Is this required for existing assets?</p> <p>Please clarify the definition of "Works" in this the quoted clause.</p>	<p>First question: Yes, as far as practicable.</p> <p>Second question: “Works” is defined in Conditions of Contract Cl. 1.1.</p>
41.	Volume 4 – Specification (Part C) Cl. 12.4	12.4 (a) Design Standards Any buildings or structures to be constructed at the Affected Property shall be designed to meet at least the minimum standards currently adopted by Architectural Service Department. Where no specific standards are	Please clarify ASD specification is only applicable to civil works for buildings and structures. For structural steel of process works (such as boiler and other equipment), please confirm that the Contractor is free to choose the standards.	Architectural Service Department (ArchSD) specification is applicable to building and structural works. ArchSD specification is not applicable to structural supports integral to the process engineering plant or equipment.

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		available, the standards as set out in the British Standards shall be adopted.		
42.	Volume 4 – Specification (Part D) Cl. 2.2	"The stack emissions from the incinerator system, after the issuance of Certificate of Substantial Completion for and commissioning of Section 1 of the Works, shall comply with the stack emission limits of all pollutant parameters specified in the Licence for the Conduct of a Specified Process issued by Environmental Protection Department in force at the time of the discharge...."	<p>Emission limits are the bases of incinerator and boiler design, therefore it must be clearly specified in the Specification.</p> <p>Please provide the Stack Emission Limits after the issuance of Certificate of Substantial Completion for and commissioning of Section 1 of the Works.</p>	<p>Except for the daily average emission limit of nitrogen oxides which shall not exceed the limit required for the design of the RIS as indicated in Part E of the Specification, the stack emissions after the issuance of Certificate of Substantial Completion for and commissioning of Section 1 of the Works shall comply with the stack emission limits specified in Table SD 2-1 of the Specification or the relevant existing stack emission limits specified in the Licence for the Conduct of a Specified Process issued by Environmental Protection Department in force at the time of the discharge, whichever result in lower pollutant emission.</p> <p>The Specification will be revised to clarify this point.</p>
43.	Volume 4 – Specification (Part E) Cl. 1.1 (e) (i)	"To be state-of-the-art and have as much built-in flexibility as practicable to account for potential changes in waste arisings, waste types, waste characteristics, operational	Waste characteristics, NCV and moisture content are the bases for the RIS design.	<p>Appendix O to the Conditions of Tender will be updated to provide waste profiles in due course.</p> <p>Apart from the Tender documents and Tender addenda, the documents</p>

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		conditions and performance requirements during the Contract..."	Please provide the historical waste analysis report for RIS design estimation.	listed in Appendix O (and as updated by Tender addenda) to the Conditions of Tender are available for inspection at the Consultant's office at a Tenderer's request. Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.
44.	Volume 4 – Specification (Part E) Cl. 1.2 (a)	"The Contractor shall propose the "maximum continuous rating" (MCR) (i.e., design maximum heat release rate) for the RIS. All waste stream data, projections and assumptions to be used in the RIS design shall be submitted to the Independent Consultant for review certification and the Employer for consent."	Waste steam data cannot be estimated without any waste characteristic analysis. Please provide the historical waste analysis report for RIS design estimation.	Appendix O to the Conditions of Tender will be updated to provide waste profiles in due course. Apart from the Tender documents and Tender addenda, the documents listed in Appendix O (and as updated by Tender addenda) to the Conditions of Tender are available for inspection at the Consultant's office at a Tenderer's request. Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.

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45.	Volume 4 – Specification (Part E) Cl. 1.2 (b)	"The historic quantities and types of wastes or substances incinerated at the Existing Facility are provided in Appendix D of the Specification for reference. The RIS shall be capable of treating at least the same types of wastes processed by the existing incineration system in addition to emerging hazardous wastes. Overall, the RIS shall be designed to treat at least the following types of wastes:..."	<p>Information in Appendix D to the Specification is not sufficient to determine NCV, moisture, chemical composition in flue gas.</p> <p>There is no information (except for the quantity) for the future emerging hazardous wastes.</p> <p>Please provide historical waste analysis reports for RIS design estimation.</p> <p>Please provide the projected waste characteristics for the future emerging hazardous waste.</p>	<p>Appendix O to the Conditions of Tender will be updated to provide waste profiles in due course.</p> <p>Apart from the Tender documents and Tender addenda, the documents listed in Appendix O (and as updated by Tender addenda) to the Conditions of Tender are available for inspection at the Consultant's office at a Tenderer's request. Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.</p>
46.	Volume 4 – Specification (Part E) Cl. 1.6 and Specification (Part D) Cl. 2.2	<p>Spec E 1.6 - "The RIS shall be designed, constructed and operated to meet the emission requirements stipulated in Clause 2.1 of Part D of the Specification, except that nitrogen oxides (expressed as nitrogen dioxide (NO₂)) shall not exceed 100 milligram per cubic metre (mg/m³) measured on a daily average basis."</p> <p>Spec D 2.2 - The stack emissions from the incinerator system, after</p>	Which clause should be used for defining the emission requirements for RIS, as Clause 2.1 of Specification Part D refers to the emission requirements of the existing incineration system, whilst Clause 2.2 refers to the future "Licence for the Conduct of a Specified Process" which does not explicitly specify the emission requirement?	The emission requirement for the RIS is clearly stated in the Specification and no clarification is required.

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		the issuance of Certificate of Substantial Completion for and commissioning of Section 1 of the Works, shall comply with the stack emission limits of all pollutant parameters specified in the Licence for the Conduct of a Specified Process issued by Environmental Protection Department in force at the time of the discharge.		
47.	Volume 4 – Specification (Part E) Cl. 1.9	"The area earmarked for installation of the RIS is shown on Drawing No. 197194/B&V/PLN/007 of Appendix A of the Specification. This area is currently occupied by two MARPOL tanks, which shall be removed by the Contractor under Section 4 of the Initial Works."	<p>There is a lot of pipe bridge foundations and lamp post foundations within the RIS location.</p> <p>Except for the MARPOL tanks piling drawing (197194/B&V/GEO/002), please provide the underground utilities drawings and all foundations information within the RIS location.</p>	<p>Appendix O to the Conditions of Tender will be updated to provide as-built drawings in due course.</p> <p>Apart from the Tender documents and Tender addenda, the documents listed in Appendix O (and as updated by Tender addenda) to the Conditions of Tender are available for inspection at the Consultant's office at a Tenderer's request. Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.</p>
48.	Volume 4 – Specification (Part E) Cl.	"The RK shall be designed with allowance for a future rotary kiln	Please provide information of the RK external shell cooling system.	It is the responsibility of the Contractor to allow for a future RK

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	1.11 (m)	external shell cooling system to be retrofitted at a later date, to be agreed with the Employer."		external shell cooling system in its design. It is up to the Contractor to design what the future shell cooling system is to be.
49.	Volume 4 – Specification (Part E) Cl. 1.11 (r)	"The heat recovery system shall be capable of providing the necessary steam for other CWTC processes, power generation and other useful heat application as proposed by the Contractor."	Please provide the PFD and functional description for the whole plant for the design meeting this requirement.	Appendix O to the Conditions of Tender will be updated to provide PFD in due course.
50.	Volume 4 – Specification (Part E) Cl. 1.11 (t)	"The ID fan shall be adjustable by frequency inverter to keep the RK under-pressure. The ID fan shall be supplied and installed with a main drive and an emergency spare."	Does this clause means the Contractor is to supply and install one ID fan with one VFD controlled motor AND deliver one VFD controlled motor as spare to the warehouse?	<p>Specification (Part E) Cl. 1.11 (t) will be revised to reflect the following:</p> <p><i>"The ID fan shall be adjustable by frequency inverter to keep the RK under-pressure. The ID fan shall be supplied and installed with a main drive and an emergency spare <u>to allow for quick switchover in the case of main drive downtime or failure.</u>"</i></p> <p>An updated specification will be issued in due course.</p>
51.	Volume 4 – Specification (Part E) Cl. 1.11 (x)	"The control room shall contain the colour monitors which are part of the Distributed Control System (DCS), as well as their keyboards and operating boards, provided by the Contractor. The Contractor shall consider whether the existing control room can be	Please provide the location and layout (showing all control consoles, DCS computers, electrical panels, etc.) of the existing control room and its associated electrical rooms.	<p>Appendix O to the Conditions of Tender will be updated to provide as-built drawings in due course.</p> <p>Apart from the Tender documents and Tender addenda, the documents listed in Appendix O (and as updated by Tender addenda) to the</p>

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		utilised, bearing in mind that the existing incinerator shall continue operation while the RIS is being installed."		Conditions of Tender are available for inspection at the Consultant's office at a Tenderer's request. Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.
52.	Volume 4 – Specification (Part E) Cl. 3.1 (b)	Removal of PO*WW*ER system	Please provide layout, size and weight for the E&M equipment, cabling and piping layout drawings for the PO*WW*ER system	Appendix O to the Conditions of Tender will be updated to provide as-built drawings in due course. Apart from the Tender documents and Tender addenda, the documents listed in Appendix O (and as updated by Tender addenda) to the Conditions of Tender are available for inspection at the Consultant's office at a Tenderer's request. Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.
53.	Volume 4 – Specification (Part E) Cl. 4.1 (b)	Removal of MARPOL Tanks	Please provide layout, size and weight for the E&M equipment, cabling and piping layout drawings	Appendix O to the Conditions of Tender will be updated to provide as-built drawings in due course.

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			for the MARPOL tanks and surrounding areas.	Apart from the Tender documents and Tender addenda, the documents listed in Appendix O (and as updated by Tender addenda) to the Conditions of Tender are available for inspection at the Consultant's office at a Tenderer's request. Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.
54.	Volume 4 – Specification (Part E) Cl. 9.3 (a)	"The Contractor shall propose a design capacity for the PGCDs, taking into account the existing pressurised gas cylinder storage area in the Facility."	Please provide the layout drawings of the existing pressurized gas cylinder storage area.	Appendix O to the Conditions of Tender will be updated to provide such information in due course.
55.	Volume 4 – Specification (Part E) Cl. 9.8 (i)	"...Owing to the wide diversity of cylinder types and valve arrangements, the Contractor shall develop a methodology for the preparation of the various cylinder types to allow for the safe and efficient containment and discharge of the pressurised cylinders...."	Please provide the list of cylinders (including the dimensions and connection details) for the design of handling system.	The facility shall be able to handle cylinders of various sizes commonly used by the relevant industries. Apart from the Tender documents and Tender addenda, the documents listed in Appendix O (and as updated by Tender addenda) to the Conditions of Tender are available for inspection at the Consultant's office at a Tenderer's request.

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				Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.
56.	Volume 4 – Specification (Part E) Cl. 10.11	"Existing assets not included in Clause 10.1 to 10.10 of Part E of the Specification shall be renewed to achieve residual lives at the time of Handback as specified in Clause 23.5, 23.6, 23.7 and 23.8 of Part A of the Specification. Such assets include, without limitation, the collection vehicles, marine vessels, transfer vehicles and laboratory equipment."	Please provide a list of assets with quantities that need to be renewed.	No clarification is required.
57.	Volume 4 – Specification (Part E) Cl. 1.8	After switching over to the RIS, the Contractor shall completely remove any residual wastes left in the existing incineration system and then isolate the existing incinerator system from the CWTC processes.	Please clarify whether the existing incineration system is to be demolished or maintained after the switch over.	The existing incineration system is not required to be removed from the Affected Property.
58.	Volume 4 – Specification (Part E) Cl. 10	NOMINATED ASSET REPLACEMENTS	Please advise if nominated asset replacement such as the CEMS is related to equipment on the existing incinerator system or the RIS? What is the purpose of	First question: Specification (Part E) Cl. 1.11 (u) will be revised to reflect the following:

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		<p>10.2 Continuous Emission Monitoring System at the Incinerator (a) The Contractor shall replace the continuous emission monitoring system (CEMS) at the incinerator stack within five years of the Date for Commencement of the Operation.</p> <p>10.3 Continuous Emission Monitoring System at the Waste Heat Boiler Outlet</p> <p>10.4 Mercury Analyser at Stack</p> <p>10.5 Transformer and Switchgears</p> <p>10.6 Air Conditioning System for the Laboratory</p> <p>10.7 Lifts</p> <p>10.8 Weighbridge</p> <p>10.9 Computer System</p> <p>10.10 Laboratory</p> <p>10.11 Other Existing Assets</p>	<p>replacing the CEMS at the existing Waste Heat Boiler Outlet on the existing incineration after switch over?</p>	<p><i><u>"The existing stack and its associated CEMS shall be utilised for the RIS. The Contractor shall provide all connections, interlocks and other accessories required for the full functioning of the existing stack and its associated CEMS with the RIS."</u></i></p> <p>An updated specification will be issued in due course.</p> <p>Second question: Specification (Part E) Cl. 10.3 will be revised to "Not Used".</p> <p>An updated specification will be issued in due course.</p>

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59.	Volume 4 – Specification (Part B) Cl. 6.3 (m)	...the incinerator shall meet the standard and requirements stipulated in: (i) Licence for the Conduct of a Specified Process; (ii) Chemical Waste disposal licence and (iii) Clinical waste disposal licence.	Please provide a copy of the existing Chemical Waste disposal licence.	The Chemical Waste Disposal Licence, officially named “Licence to Dispose of Waste”, is available for inspection at the Consultant’s office.
60.	Volume 4 – Specification (Part B) Cl. 7.2 (g)(ii)	During incinerator shutdown, non-Group 3 Clinical Waste received by the Facility shall be stored in the Affected Property for no more than 48 hours prior to disposal at designated landfill, and Group 3 Clinical Waste received by the Facility shall be stored in the Affected Property prior to disposal by incineration when the incinerator resumes operation.	For the purpose of estimating the storage area required for Group 3 Clinical Waste during incinerator shutdown, please provide estimations of volume of Group 3 Clinical Waste per day. Please also provide the historical Clinical Waste (OT9) input volume for both Group 3 and non-Group 3 for reference. Historical Waste Input data in App D to Specification B, page "S/D1 of 9" is by weight and without classification. Also the estimated waste quantities in NTT App E Table IV is only by weight. Please provide the estimated volume for Group 3 and non-Group 3 OT9 Waste.	The volume of Group 3 and non-Group 3 Clinical Waste is not a measurement required in the FFO Contract. Apart from the Tender documents and Tender addenda, the documents listed in Appendix O (and as updated by Tender addenda) to the Conditions of Tender are available for inspection at the Consultant’s office at a Tenderer’s request. Tenderer is responsible for carrying out at his own expense any further enquiries and investigations he requires for his own information and is advised to verify the Information by obtaining independent advice before acting upon it.
61.	Volume 4 – Specification (Part B) Cl. 6.3 (c)	Before the commissioning of the Replacement Incinerator System as specified in Section 1 of Part E of the Specification, the Contractor shall achieve at least	Please provide record of availability on the existing Incinerator system during previous year.	Please refer to Section 4 of the Monthly Reports available for inspection.

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		85% of incineration system uptime over the previous 24-month period. After the commissioning of the Replacement Incinerator System as specified in Section 1 of Part E of the Specification, the Contractor shall achieve at least 90% of incineration system uptime over the previous 24-month period.		
62.	Volume 4 – Specification (Part B) Cl. 6.5 (d)	"The Contractor may consider other handling and disposal arrangement for the separated oil fraction so as to maximize its beneficial use."	Please provide the historical record for the quantity and quality of recovered oil fraction from MARPOL I waste.	Please refer to Appendix 6 of the Monthly Reports available for inspection.