

# Khaw Addendum Number 2

## Answer to Questions

n.	Question	Answer
1.	Annex IV: Will WAJ be responsible to bring inlet and outlet pipes within the service boundary of the ESCo (inside the new pump house)?	In order to assure the best setup and operation of the pumping station WAJ has decided that the ESCo is responsible as part of this contract for connection and disconnection of the inlet and outlet for the pumping station to the existing conveyers (pipelines feeding the pumping station and those delivering water to the service area). The ESCo should decide on the best point for connection and disconnection of the pumping station to the system.
2.	Please provide reports and operational data of the Khaw PS for daily, weekly, monthly and yearly timeframes for the past 5 yrs history.	Though such data is provided in Appendix 1 of this document we recommend using the data included in the reports available in the data room. Due to uncalibrated and old measuring devices the data provided in Appendix 1 is only of limited accuracy and value.
3.	Provide data on planned/unplanned outages in 2008 for old Khaw and 2010 for new Khaw PS	Data is provided in Appendix 2
4.	Provide list of Jordanian professional standards.	List of Jordanian professional standards is available at <a href="http://www.jism.gov.jo">www.jism.gov.jo</a> .
5.	Clarify if custom duty is exempted for this project	Please refer to the valid laws, bylaws and regulation concerning energy efficiency equipment. Though it is clear that theoretically energy efficiency equipment is exempted from taxes WAJ believes that this question has to be answered for each specific case once the detailed specifications of equipment are known. WAJ is willing to support on the institutional level ESCo negotiations in that regard (for example with the Ministry of Environment).
6.	Clarify the various applicable taxes and the applicable percentage of these taxes under ESCo contract.	It is the private sectors responsibility to assess applicable taxes.
7.	Clarify the interfacing to the existing automation, piping and electrical.	Existing automation: none  Existing piping: As the piping will change as part of the adaptations of the pumping station described in Annex III it is not yet possible to clarify the interface. While WAJ is responsible to implement adaptations outside the ESCo service boundary, the ESCo may be involved

		<p>in this process and discuss such adaptations with WAJ or advise WAJ in that regard.</p> <p>Existing electrical: The transfer point for electricity will be on the service boundary and a separate electricity meter will be installed there</p>
8	Clarify 13.7 chapter 2, page 16/52. Apart from a pre agreed change order WAJ cannot VETO any contractually agreed and awarded scope	<p>(Question is not very clear.)</p> <p>WAJ cannot veto any contractually agreed and awarded scope with the 4 exceptions stated in 13.7 chapter 2, page 16/52 of the contract.</p>
9.	Will an ISDN telephone line be provided at the New Khaw pump hall?	It will not be provided. However the ESCo is free to install such a line in the case it requires an ISDN telephone line.
10.	<p>Suggested modification of the energy cost saving calculation concept as per attached Appendix 1.</p> <p>WAJ understands the question to say the following: "Is it allowed to submit an alternative bid?"</p>	Bidders are allowed to submit alternative proposals in addition to bids responding to the stipulation as per this contract. This alternative bid will be evaluated separately after evaluating the original proposal. WAJ will use the original bid for evaluation.
11.	Clarify the contradiction between clause 9 emergency power supply vs Annex III section 1.6	Annex III section 1.6 prevails, the ESCo is not responsible for the power supply outside the project boundary and is not requested to provide a standby emergency power supply.
12.	ESCo contractor shall conclude a rectification action plan within 6 hours in contrary to clause 5 §1 (page16/52)	<p>CD §5 clause 1 (page 26/52) (<i>questions is not formulated in a clear way</i>)</p> <p>In the event (if the event lies within the responsibilities of the ESCo as agreed in this contract) of unplanned <b>imminent</b> danger or threat of <b>interruptions</b> in the water supply services, the emergency technical service shall arrive within 90 minutes at the PS site and conclude any corrective action (emergency measure) to avoid service interruptions within six hours (or restore water supply services within six hours).</p> <p>The ESCo is therefore required to present as part of its technical proposal adequate emergency concepts in order to avoid service interruptions of this strategic water supply infrastructure. E.g. include in the PS retrofit adequate backup measures and describe emergency concepts in order to be able to assure a minimum water supply within six hours after the occurrence of an unforeseen event that leads to an interruption or implies an <b>imminent</b> danger or threat of <b>interruptions</b> in</p>

		the water supply services.
13.	What is the water quality that WAJ will provide to ESCo. Is there additional filtration required from the ESCo.	The water quality study is provided in appendix 3 to this document. The ESCo is not required to perform additional filtration. In general the ESCo has no additional obligation with regard to water quality beyond the normal precautions linked to operation and maintenance of pumping equipment and infrastructure for drinking water.
14.	Clarify Annex VI 2.3.2 equation. Suggested correction as follows: $\Delta EC_{sp} > ESG_x(Q_{sp}/Q_{ref})$	<i>(Question is not formulated in a clear way)</i>
15.	Clarify contradiction in contract currency referring to paragraph 11 chapter 5 p.47/52	There is no contradiction, the currency will be JOD.
16.	De-commissioning of the old Khaw PS is completely under the WAJ?	De-commissioning outside the project/service boundary is not linked to the ESCo, therefore the de-commissioning of the old Khaw PS is the responsibility of WAJ.
17.	Will WAJ accept any deviations on major critical legal clauses in the contract, towards a more balanced contractual agreement between WAJ and EPC?	<p>In general WAJ is interested to implement to contract on the basis of a win-win situation for both the facility owner and the private sector. In response to such a general request WAJ can neither confirm nor deny its willingness to adapt the contract document, especially because it is not mentioned in this questions which aspects of the contract are considered "major critical legal clauses".</p> <p>It is part of the process however that the winning bidder may on his request discuss with WAJ legal aspects of the contract before the contract is signed.</p>
18.	Will the contract be signed by any representative of MWI?	The contract will be signed by a MWI/WAJ official representative.
19.	Section II paragraph 6 (1)  Disposal of old installation >> what does "beyond the obligations..." mean, e.g. does this include Khaw old PS removal of equipment?	It may be necessary to remove additional installations, objects or materials not directly related to material the ESCo shuts down or removes in course of ESM. However, responsibility of the ESCo is limited to the area within the service boundary and therefore the removal of Khaw old PS equipment is not included as answered already in question 16.
20.	Section paragraph 13.2: insufficient amount of investments for technical devices >> to which extent is a reduced investment amount allowed without facing penalty?	WAJ shall allow a reduced investment amount of 2% (two percent) without applying the penalty.
21.	Section IV paragraph 4(4) should be eliminated >> WAJ should not be allowed to make changes within short given notice which have moajor impat on the planned ESM and calculated energy efficiency see also 8.	WAJ agrees to this request, CD section IV §4 (4) is eliminated.
22.	Section IV paragraph 4(2): if WAJ does not fix any functional defects etc. outside the service	The ESCo is only entitled to demand the repair of any safety-relevant or functional defects, the

	boundary and on request by ESCo, in reasonable time (e.g. 4 weeks) does the ESCo have the right to undertake cure on expense of WAJ? Especially if it has an impact on the energy efficiency?	responsibility to execute these repairs is with WAJ and the ESCo has no right to undertake cure on expense of WAJ of such defects. However, WAJ will try within its means and reason to respect the requests of the ESCo with regard to such defects. In addition in many cases it may be assumed that such defects were already present at the moment of analysis for the baseline data of the PS and therefore cure of such defects are likely to generate energy savings that are additional with regard to ESM installed by the ESCo.
23.	Please confirm the service boundary of the ESCo as limited to within the civil structure of new Khaw pump hall as understood during site visit?	The service boundary of the ESCo is limited as the drawing in Annex IV shows.
24.	In case additional space is needed for putting up necessary pumping equipment in the new pump house, does WAJ bear the cost of civil works for pump house extension?	WAJ will not bear the cost of such civil works; clearly it is part of the contract for the ESCo to implement retrofit measures at the site.
25.	In case of determined hydraulically unnecessary or unsuitable pipe connections and / or appurtenances causing high energy losses outside the service boundary, will WAJ improve such situations if recommended by the ESCo?	Though WAJ will try within its means and reason to respect such recommendations it does not intend to give any legal commitment to the ESCo in that regard. In addition there is again the question of additionality of such energy savings outside the project boundary if such savings would be related to measures implemented by WAJ. (This comment does not imply that the ESCo would have to prove additionality of achieved energy savings beyond the obligations and mechanisms that are part of the contract.) (Please refer as well to question number 7.)
26.	Annex III. 5.4.  Who is responsible for the needed network adjustments to allow gravity supply to Zarqa?	WAJ is responsible for network adjustments to allow gravity supply to Zarqa. (with the exceptions of the Valve on the branch to Zarqa reservoir)
27.	Annex III. 5.4.  Who is responsible for purchasing the valve equipment?	The ESCo is responsible to purchase and operate the valve on the branch to Zarqa reservoir as described in Annex III. All other valve equipment for the network adjustment outside the service boundary of the ESCo are to be purchased by WAJ.  In general the ESCo may and indeed WAJ expects that the ESCo out of technical necessity will install energy saving equipment or parts of equipment (e.g. sensors) also outside the service boundary as part of ESM. Therefore it might be possible that the ESCo decides to install for example special valve equipment outside the service boundary.

		In addition some of the monitoring equipment that is part of the contract and part of the scope of the ESCo (AnnexIII) will have to be installed outside the ESCo service boundary.
<b>28.</b>	Annex III. 5.4.  Is the ESCo responsible for operating the valve equipment?	The ESCo is responsible to purchase and operate the valve on the branch to Zarqa reservoir.
<b>29.</b>	Ref. CD IV §9 / The tender states: “The ESCo shall provide a substitute power supply at its own expense until the regular power supply is restored”  Does this mean that the ESCo has to provide emergency power supply devices?	The ESCo is not required to provide emergency power supply devices.
<b>30.</b>	Ref. CD IV §9  If so the overall investment will be increased significantly without any specific need of the emergency power unit once ESCo handed the PS back to WAJ.	Though WAJ does not agree with this point of view the ESCo is not required to provide emergency power supply.
<b>31.</b>	Ref: Annex III Ch. 4.2. / As Disi will be online, the operation mode switches from T1 to T2, changing the required pumping head and water quantities. This change of operational requirements has a significant impact on the design of ESMs and on the overall efficiency improvement that can be realized.  Besides the adjusted quantities and pump head under T2, how do hydraulic flow conditions change? How are the braches after Awajan branch supplied under T2?	Additional information to Annex III on the hydraulic situation can be found in the IEE Energy Audit Report. The ESCo can rely on the parameters included in Annex III with regard to the situation under T2.  Though the Disi conveyor is the decisive factor, the switch from T1 to T2 will also depend on the execution of the AbuAlanda – Khaw conveyer after Disi has become operational. Therefore the switch from T1 to T2 will only be initiated by WAJ after the AbuAlanda – Khaw conveyer is implemented which will require some additional time. The mechanism for the switch to T2 is included in Annex III (p.24/26).
<b>32.</b>	Ref: Annex III Ch. 4.2. As considering hydraulic requirements under T2 significantly influences the ESM strategy and design, can the ESCo fully rely on the design figures given in Annex 3 Ch. 4.2?	Yes, the ESCo can fully rely on Annex III.
<b>33.</b>	Ref: Annex III Ch. 4.2. Is the desired higher quantity (2200 m3/h) under T2 feasible with the existing DN600 transmission line? (Ref. IEE report 3.4: “... the pipeline size is smaller than optimum but still adequate for the present flow of 1680 m3/h”). Is WAJ considering a replacement or rehabilitation of the pipeline before operation is switched to mode T2?	WAJ believes that the expected higher quantity 2200 m3/h under T2 is feasible with the existing DN600 transmission line. At the moment WAJ is not considering a replacement or rehabilitation, however it is nevertheless a possibility that replacement or rehabilitation will take place before operation is switched to mode T2.
<b>34.</b>	Ref: Annex III Ch. 4.2. Does the increase of quantities under T2 have any effect on Khaw	The increase of quantities under T2 does not have an effect on Khaw new quantities;

	New quantities (e.g. reduction of quantities)	especially there will not be a reduction of quantities.
35.	Ref: Annex III Ch. 4.2. As considering T1 and T2 requires a concession regarding the level of efficiency, can the ESCo consider two different Energy Saving Guarantees, one for T1 and another one for T2?	WAJ considers this request a reasonable demand. Indeed WAJ had considered such a solution but has ultimately decided that the ESCo is required to give one Energy Saving Guarantee valid for the entire duration of the contract.
36.	<p>The Tender hardly gives any details regarding the seconded staff. In order to develop an O&amp;M concept further details on the number of employees, the current level of salaries (specified for each person) as well as the qualification level of the WAJ personnel is required.</p> <p>Please specify arrangements with seconded staff in more detail.</p>	<p><i>(Remark: This question is very general.)</i></p> <p>Seconded staff is the option the use staff that is seconded from WAJ to the ESCo (the ESCo has the line authority) to perform operation, monitoring or maintenance tasks at the pumping station. In case the ESCo decides to involve seconded staff in their operations concept the ESCo is advice to pay a monthly bonus to their seconded staff. WAJ will continue to be responsible for normal salary payment to the staff including insurance and other aspects linked to the official working contract. The performance of the seconded WAJ staff is under the responsibility of the ESCo</p> <p>There are currently 10 operators working at Khaw station, and one Engineer. The average salary of the operators is 400 JOD/month, of the engineer 600 JOD/month.</p>
37	<p>Seconded staff:</p> <p>As O&amp;M plays an important role in ensuring the realization of energy savings, the qualification of operations staff is of utmost importance. Will the ESCo have full right to nominate and dismiss seconded WAJ staff?</p>	<p>The ESCo will have full right to nominate and dismiss seconded WAJ staff, though from a preselected and limited number of WAJ employees. This pool from which the ESCo can select staff shall be set in coordination with WAJ.</p> <p>WAJ understands how important this question is for the ESCo and will try to include personal as seconded staff which it believes will be an asset to the project. The staff currently working at the PS is very likely to be included in that pre-selection in addition to additional operators and engineers of WAJ. In case of disagreement with WAJ on that aspect the private sector may at any point decide to switch to an operation model without seconded staff. However experiences so far have shown that operation with the support of seconded staff (in addition the other staff) is both practical and effective in terms of collaboration with WAJ.</p>
38.	Does the ESCo hold any responsibility for injury of or damages by seconded WAJ staff?	The ESCo holds responsibility for injury of seconded WAJ staff as far as such

		responsibility is not covered by the WAJ standard employment contract, which contains a basic health insurance. The ESCo carries also responsibility for damages inflicted by seconded WAJ staff.
<b>39. a)</b>	<p>Ref: CD §5.3 / A fair contracting arrangement means sharing benefits and risks (foreseen and unforeseen) that an improvement measure brings along.</p> <p>Can benefits arising from electricity tariff increases be divided between WAJ and the ESCo?</p>	<p>Benefits and costs arising from electricity tariff changes shall not be shared between WAJ and the ESCo. As tariff increases are difficult to predict WAJ believes that the ESCo should base all its considerations on the current electricity tariff as state in Annex II. To reach a fair contracting arrangement between the project partners is very important to WAJ. Because the energy tariff remains a parameter linked to political decisions WAJ prefers not to link benefits for the ESCo with tariff increases. Instead it prefers to use the existing mechanism in the contract (like the sharing percentage of the energy savings) to reach a contracting arrangement on the basis of a win-win situation.</p>
<b>39. b)</b>	<p>Ref: CD §5.3 / A fair contracting arrangement means sharing benefits and risks (foreseen and unforeseen) that an improvement measure brings along.</p> <p>Can benefits arising from electricity tariff increases be divided between WAJ and the ESCo?</p>	<p>The government of Jordan has decided to increase the valid electricity tariff for water pumping for WAJ. The tariff increase announced at the moment of publication of this document (answers) shall be the valid electricity tariff for this contract. In a separate addendum that will be published as soon as the government has confirmed the exact amount of electricity tariff increase for WAJ Annex II (baseline) will be adapted to the new energy tariff which we believe will be around 0.066 JOD per kWh.</p>
<b>40.</b>	<p>According to ToR Annex III, 3.6 there are several branches on the transmission line from Khaw to Amman.</p> <p>Can WAJ guarantee the number of branches and give more details on the supplied quantities for the individual branches.</p>	<p>The number of small and very small branches from the main bulk supply pipeline is mostly but not completely stable. WAJ understands that the existence of such branches might pose some difficulties for ESM design and operation, however WAJ did operate the PS as well under similar conditions and these conditions are to some extent included in the baseline. It can be said that the existence of such branches is part of the “project environment” in Jordan as hardly any pumping station can be found with different conditions.</p>
<b>41.</b>	<p>ToR Annex III, 3.6</p> <p>Can WAJ confirm that there is no major takeoff on other branches apart from the Awajan branch?</p>	<p>WAJ does not expect that there will be major takeoff on other branches apart from the Awajan branch (apart from those included in Annex III)</p> <p>WAJ understands that if there should arise material changes with regard to takeoff on branches supplied from Khaw PS that imply</p>

		also material changes of hydraulic pumping conditions at Khaw PS an adaptation of the contract in that regard would become necessary.
<b>42.</b>	ToR Annex III, 3.6  How is the quantity distribution for these branches regulated under the performance period? Can WAJ consider installing a flow control valve on the Awajan branch?	Please refer to question 40. WAJ is willing to consider installing a flow control valve on the Awajan branch.
<b>43.</b>	The formula to calculate the reservoir overflow must consider the gravity supply and any washouts.	This is correct; the formula should include gravity supply and washouts. Indeed WAJ prefers a technical solution to specifically measure the reservoir overflow instead of the formula. For example with the installation of a flowmeter (digital logging). WAJ therefore requests as part of this contract that the ESCo will procure and install such monitoring equipment with digital data logging to measure the reservoir overflow as this is already indicated in Annex III.
<b>44.</b>	Ref. Annex III, 7 Investment / performance requirements p. 21  Can WAJ be more specific on the available WAJ SCADA system and its location	Additional details on the future SCADA system are available in the tender data room.
<b>45.</b>	Key schematics not clear (AutoCAD preferred but clearer PDFs also would be useful):  The Schematic Drawing shown on page 14 of Annex III of the RFP ( a clearer PDF version where the details are legible would suffice for now if the AutoCAD file is not accessible at this stage)	Requested key schematics are included in the Appendix 3 to this document.
<b>46.</b>	Key schematics not clear (AutoCAD preferred but clearer PDFs also would be useful):  The Service Boundary included as Annex IV of the RFP (similarly, a clearer PDF version would be much appreciated)	Requested key schematics are included in the Appendix 4 to this document.
<b>47.</b>	Key schematics not clear (AutoCAD preferred but clearer PDFs also would be useful):  P.7 of 26; old PS pumps and piping arrangement.	Annex III page 7 of 26 (new PS building)  Requested key schematics are included in the Appendix 5 to this document.
<b>48.</b>	Key schematics not clear (AutoCAD preferred but clearer PDFs also would be useful):  P.9 of 26; new PS pumps and piping arrangement.	Annex III page 9/26 Khaw old PS building:  Requested key schematics are included in the Appendix 6 to this document.



49.	Key schematics not clear (AutoCAD preferred but clearer PDFs also would be useful):  P.12 of 26; pipeline layout - Khaw- Zarqa – Batrawi	Requested schematics pipeline layout Khaw – Zarqa – Batrawi is available in Appendix 7.
50	Is there any information available on the water quality of the water entering to Khaw pumping station?	Additional information on water quality for Khaw PS is available in the Appendix to this document.
51.	Point 4 of annex VI (page 8 of the annex) which specifies a formula for the reduction of ESCo's share in case of insufficient investments. In the example provided, the number for the share of savings due to the shortfall of investment is calculated at 50%, whereas, plugging the numbers in the equation yields 80%.	The example should say:  $R = (1-0.8) / 2 = 0.1 = 10\%$  $SoS R = 90\% - 10\% = 80\%$
52.	Appendix 1 of Annex V, does the cost of the ESM include the cost of finance?	The cost of ESM is the total cost of this ESM including all taxes (please define which taxes you are applying).
53.	Kindly provide an example for the formula given in 2.1 of Annex VI (calculation rules for adjustments to settlement periods)	An example for the formula given in Annex VI 2.1 is available in the Appendix to this document.
54.	Annex III mentions the IEE Energy Audit Report – please confirm that this report is available	Indeed this report is available in the tender data room.
55.	Kindly confirm the statement included in “Instruction to Bidders”, Clause f: Award of Contract, item 36. Social Security and Medical Insurance which removes responsibility of social security and medical insurance payments for staff seconded by WAJ. This request comes in light of the statement included as item number 9, ITB 37 Social Security & Medical Insurance in the Data Sheet which requires coverage for "all ... recruited staff"	Seconded staff is not recruited by the ESCo but seconded from WAJ to the ESCo. Because WAJ employees receive social security and medical insurance coverage with their WAJ contract the ESCo is not responsible for such payments.
56.	Please clarify the term “eligible source country” as indicated in Clause 15.2 of the instructions to Bidders.	As no definition for an eligible source country is included in the instruction to bidders, bidders from all countries are eligible.
57.	Can you confirm that by 2014 the Disi-Amman Project will be running and you will enter the pumping requirements T2 in the old PS?	WAJ can confirm that the switch from T1 to T2 will take place according to the mechanism described in Annex III page 24/26.
58.	In accordance with Annex III page 19/25, there is a penalty of 0.5 JD for each m3 of water lost. Because the ESCo has no commitment of management and maintenance of the force mains, what are the guarantees that it is not charged any loss of water due to leakage along them and how will the ESCo be repaid	The penalty of 0.5 JOD for each m3 of water lost has to objective to assure that the available water is pumped according to the requirements of WAJ and its costumers (within the parameters agreed in this contract) and water losses (within the responsibility of the ESCo) are avoided. Monitoring equipment to

	for periods of inactivity due to maintenance of the pumping force mains	be installed by the ESCo as part of this contract (Annex III) shall allow the project partners to adequately determine the responsible party for potential water losses. WAJ will not pay compensation to the ESCo for water losses beyond the principles agreed in this contract.
59.	Annex III p 14 and 15: This section declares the friction losses in the force main for various flow conditions. Were the values measured? Is it possible to have the friction losses of the force main pipes?	All available information and data regarding friction losses are included in the IEE report available in the tender data room.
60	Under 13.7, it is stated that WAJ has the right of Veto to any action that contradicts with WAJ obligations to other contracts. In order for ESCo to review the implication of such rights, you are kindly requested to provide us with WAJ contracts that might affect the works of the ESCo under this project.	There are no contracts of WAJ with third parties that might affect the works of the ESCo.
61	Could you please advise about the duration of the water interruptions accepted by WAJ for the installation of the ESMs during the preparation period and for maintenance purposes during the performance period?	Detailed information are included in Annex III.
62	In order for the bidder to assess the implications of malfunctioning or alteration of the systems that are under the responsibility of WAJ, we would appreciate if you can specify the expected time for WAJ to take any corrective action to rectify any fault in their systems that negatively affects the performance of the ESM or in the case of imminent danger.	The contract does already contain all stipulations regarding that aspect.
63	If the start of the performance period has been delayed for reasons beyond the ESCo control and after the ESCo has completed its obligations, then we believe that the conditions for this tender should include provisions for compensation the ESCo for the damages, in addition to extending the performance period.	The contract does already contain all stipulations regarding that aspect.
64	Under Annex III clause 1.2, could you please define what is meant by high quality equipment and whether it is related to source and origin of equipment or other factors?	High quality equipment here refers to energy efficient equipment. Beyond the common understanding of "high quality" WAJ does not intend to include a definition.
65.	Could you please specify the time allocated to WAJ for review and approval of the ESCo submittals?	<i>(This question is not formulated in a clear way)</i>
66.	Under Annex III clause 1.2, it is stated that the ESCo should be responsible for training seconded and non seconded staff. Could you please advise on the duration of expected training and the academic level and profession of the expected trainees?	The training aspect is understood by WAJ as one component of an energy efficient operation and maintenance concept. It is up to the ESCo to decide and describe in their offer to what extend training is important in their opinion for the provision of services agreed under this

		contract.
<b>67.</b>	Are the following duties the basis of the system? Are they based on test results? a. 1450 m <sup>3</sup> /hr @ 190 m b. 1880 m <sup>3</sup> /hr @ 220 m – (This doesn't calculate correctly with friction losses = 250 m). c. Static head = 100 m	Please refer to Annex III and the IEE report which as an indication also proposes new pumping equipment as an example. Indeed the numbers were based on tests. It is one of the aims of this contract that bidders do their own calculations and develop their own technical specifications in order to maximise energy efficiency for pumping.
<b>68.</b>	We have calculated pipe friction losses at 4.6875 n/km @ 1880 m <sup>3</sup> /hr. Is this correct?	<i>(This question is not very clear.)</i>  Friction losses calculations are included in the IEE report available in the data room.
<b>69.</b>	T1 pumping requirements are suitable until year 2013. Would it be better to exclude this from the proposal and optimize and install to suit T2?	As stated in Annex III T1 pumping requirements are valid until WAJ decides to initiate design parameters T2. WAJ will activate the design T2 by informing the ESCo 6 month in advance but at the earliest on the first of July 2014 to proceed to design T2 within 6 month. There is no automatic activation of the T2 design. If the WAJ does not initiate design T2 the ESCo will remain with design T1 during the entire contract duration. In any case the WAJ has to give the ESCo 6 month time to complete the switch from T1 to T2.
<b>70.</b>	A 400/415 Volt system uses very high current. Would WAJ be willing to install a 690 volt supply for the station?	As stated in Annex III the power supply is fixed at 400-420 V according to WAJ specifications. If requested by the ESCo the power supply could potentially be switched to a medium voltage power supply (600V). If requested by the ESCo this question will have to be negotiated separately from this Contract with WAJ and JEPCO.
<b>71.</b>	Is WAJ willing to allow the ESCo to manage reservoir levels as part of the PLC system optimization?	The ESCo is indeed requested to manage PS operation and therefore also reservoir levels and WAJ is willing to allow (and indeed WAJ is assuming) that the ESCo will install automation measures also outside of the service boundary (e.g. sensors).
<b>72.</b>	Is WAJ expecting ESCo to replace the existing ID427C flow with a new?	<i>This question is not formulated in a clear way.</i>
<b>73.</b>	ESCo can guarantee Specific Energy Consumption (SEC) at any flow, but as stated in section 4.2, the substantial variation will cause a considerable increase in SEC at above average flow rates. Who bears this additional cost that is outside of ESCo's control?	This contract aims with the involvement of the private sector at a comprehensive optimization process to support WAJ in the full cycle of pumping station design, retrofit, operation and management of Khaw pumping station. The key obligation of the ESCo is that, by means of an independent promise to WAJ in accordance with this Contract, he undertakes to lower the WAJ's energy costs for the pumping station by

		the amount guaranteed by implementing Energy Saving Measures within the contract period and in so far to assume the full risk for the commercial success of the energy saving measures including their operation and maintenance over the contract term. (CD section I page 6)
74.	Transmission System: are there details of take-off connections, the take-off flow, and any pressure drop across take-off control valves?	Please refer to questions 40 - 42.