

Employer's Responses on Additional SCADA Queries

SL. No.	Reference Clause	Query	Response
1		<p>Extension of time for completion of Design-Build</p> <p>In Clause 9.3 of the General Conditions of Contract:</p> <p><i>"The Contractor shall be entitled, subject to Sub-Clause 20.1 [Contractor's Claims], to an extension of the Time for Completion of Design-Build if and to the extent that completion for the purposes of Sub-Clause 11.5 (Completion of the Works and Sections) is or will be delayed by any of the following causes:</i></p> <p><i>(a) a Variation (unless an adjustment to the Time for Completion of Design-Build has been agreed under Sub-Clause 13.3 (Variation Procedure));</i></p> <p><i>(b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions;</i></p> <p><i>(c) exceptionally adverse climatic conditions;</i></p> <p><i>(d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions; or</i></p> <p><i>(e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors on the Site."</i></p> <p><i>In sub clause 9.3 of the particular conditions of the Contract, it is</i></p>	<p><i>It is self-explanatory and will be as universally interpreted. For example: the "exceptionally adverse climatic conditions" may be defined based on the percentiles of the yearly-averaged record of temperature or precipitation. Namely, a recorded value for any of these variables during the project execution below the percentile 10% or above the percentile 90% (obtained from the Cumulative Distribution Function of the longest register available).</i></p>



		<p><i>mentioned that the Contractor shall add "as defined in the Employer's requirements" after "exceptionally adverse climatic conditions".</i></p> <p><i>However, we have not identified any information about exceptional adverse climatic conditions.</i></p> <p><i>Could you please clarify the term "exceptionally adverse climatic conditions" mentioned in the Clause 9.3 of GCC</i></p>	
2		<p>Import duties and taxes upon importation</p> <p><i>Clause 14.1 of the Particular Conditions of Contract (hereinafter "PCC"): "Notwithstanding the above, the Contractor's Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation."</i></p> <p>According to Clause 14.1 of the PCC, we understand that Equipment, including essential spare parts imported by the Contractor for the sole purpose of executing the Contract, will be exempted from the payment of import duties and tax upon importation (including VAT).</p> <p>However, according to this Clause 14.1 of the PCC and according to Employer's response to Query No. 91, it is not clear how in practice the Equipment imported for the sole purpose of the Contract will be exempted.</p> <p>Could you please confirm that the Employer will be in charge of custom clearance for these Equipment and that the Contractor will not pay any import duties and tax upon importation (including VAT) for these Equipment?</p>	<p>The Employer will avail the necessary documents and the contractor will be responsible for all kinds of procedures for the clearance of the Goods</p> <p>Please add at the end of clause 14.1 of PCC as follows: "However, the contractor shall re-export all such equipment outside the Employer's Country or shall pay the applicable import duties and taxes upon importation before final settlement of the contract."</p>



3		<p>VAT</p> <p>According to Clause 14 of the General Conditions of Contract and to Employer's response to Query No.38, we understand that VAT is applicable to the total Contract amount. Thus, we understand that the Contractor will invoice the Employer with Nepalese VAT and the Employer will pay the Contractor with Nepalese VAT.</p> <p>Could you please confirm our understanding?</p>	<p>Yes, the Contractor will invoice the Employer with VAT in Nepalese currency as applicable and the Employer will reimburse the Contractor VAT amount in Nepalese currency except in Advance Payment.</p>
4		<p>Letter of Technical Bid</p> <p>In the 1.1 Eligibility table of the Section 3 - Evaluation and Qualification Criteria, a "Letter of Technical Bid" is indicated as being a required document for Criteria 1.1.2, 1.1.3 & 1.1.5.</p> <p>However, only a model of "Letter of Bid" is provided as being part of the Price Bid.</p> <p>Could you please clarify?</p>	<p>The "Letter of Bid" provided in the bidding document is for price bid.</p> <p>The template for Letter of Technical Bid is attached which should be submitted along with technical proposal.</p>
5		<p>Provisional Sum – Insurance</p> <p>In Schedule n°4 - Installation and other services during the Design-Build Period of the Section 4 - Bidding Forms, a Provisional Sum of 8,000,000 NRs. is specified for the Item 12 - Insurances.</p> <p>We understand it is not related to the Insurance Requirements of Appendix 3 of the Section 8 of PCC.</p> <p>Kindly confirm our understanding and detail the insurances to be covered by this Provisional Sum?</p>	<p>The amount indicated in the Section 4 is for the premium to be paid against the insurance policies to be done by the Contractor as per Appendix 3 of Section 8 of PCC.</p>



6		<p>Schedule of overhead and profit</p> <p>In the Schedule of overhead and profit of Section 4 - Bidding forms, we understand the bidder's proposed percentage for Profit shall be equal to 10% for all bidders, as it is already stated in the Particular Conditions Part A: Contract Data, sub clause 1.1.24.</p> <p>Could you please confirm our understanding?</p>	<p>The statement in Section 4 is self-explanatory "Applicable only for the valuation claims or Variations under the Contract. This is not meant to represent the overhead and profit in Rates and Prices filled in elsewhere in the Schedules, which might be different."</p>
7		<p>Letter of Credit</p> <p>The Employer's response n°91 p.26 to Bidders's Queries stated that the Contractor will open Letter of Credit for importation of all the equipment/goods from outside the Employer's country.</p> <p>As the letter of credit is a payment instrument, it is usually open by the Employer for the benefit to the Contractor and all fees related to the opening of the letter of credit are borne by the Employer</p> <ul style="list-style-type: none"> - Could you please confirm that the Employer shall instruct its bank to issue an irrevocable documentary credit and all charges related to the opening of the letter of credit will be borne by the Employer. If required by the Contractor, the confirmation of the documentary credit in a bank in the country of the Contractor and all charges related to such confirmation will be borne by the Contractor. - Could you please provide the name of the bank where such letter of credit will be open? 	<p>The provisions in the bidding document and the Employer's previous response # 91 to the Bidder's Queries remain unchanged.</p> <p>The contractor shall open the letter of credit from any commercial bank situated in Nepal. However, the Employer will facilitate the Contractor by writing to the concerned Bank about the import of the equipment/goods from outside the Employer's country.</p>
8		<p>Employer's requirements - Smart meters</p> <p>The Employer's response n°32 p.11 to Bidders's Queries stated that the pilot area is defined and the smart meters are already installed.</p>	<ul style="list-style-type: none"> - The Pilot area shall be selected during execution in consultation with KUKL. However, for bidding purpose it can be assumed that each pilot area will be a Sub DMA which will have about 500 service



		<ul style="list-style-type: none"> - Could you please provide the size of the pilot area? - Could you please provide the technical description of installed smart meters? 	<p>connections.</p> <ul style="list-style-type: none"> - The Technical Description of supplied AMR compatible meters is attached as Annexure A.
9		<p>Employer's requirements - Radio communication</p> <p>In the Section 6. Employer's requirements, subsections 2 and 3, the Employer refer Radio communication is requested as preferential.</p> <ul style="list-style-type: none"> - Could you please confirm that there is already a radio coverage study guaranteeing the use of this communication in RTUs? - If there is no Radio coverage study, could you please provide in the tender phase, a document with GPS coordinates that identifies the RTU locations? This is necessary to work on a preliminary Radio coverage study regarding to RTU locations. - In the locations where there is no Radio coverage and redundant communication is requested, could you please confirm that KUKL will accept GSM/GPRS communication from 2 different providers that offer good coverage? - Could you please provide the Radio free licensing frequencies in Nepal? 	<p>There is NOT a radio coverage study available. The coordinates of the points are not available. Confirmed This information has to be gathered by the bidder, but it can be assumed that there are not-licensed frequencies available. In case that RF was not deemed suitable for the communication system, the bidder will have to propose a GSM/GPRS configuration with the lowest operational cost.</p>
10		<p>Employer's requirements - System redundancy</p> <p>In the Section 6. Employer's requirements, subsections 3.2.3 "Installation of Automatic Meter Reading (AMR) System", it is indicated that "the metering data collected by the DCU will be transmitted to the main remote control center through radio and another redundant system (GSM or GPRS)".</p>	<ul style="list-style-type: none"> - The communication between the DCUs and the main control center will be through radio (preferably) or otherwise GSM/GPRS. It doesn't have to be redundant (as for the rest of PLCs/RTUs). - Confirmed. Not redundant and preferably radio (for cost reduction in operations).



		<ul style="list-style-type: none"> - Could you please confirm that redundant communication (Radio + GSM or GPRS) is to be considered only for data concentration units (DCU) for AMR's? - Could you please confirm that the communications with RMS, AMS and OMS locations are not redundant? And are they preferably Radio? 	
11		<p>Employer's requirements - PLCs/RTUS</p> <p>In the Section 6. Employer's requirements, subsections 5.13.3. "Technical specifications for the hardware components", it is indicated that PLCs/RTUs "shall run on 12V solar power or long life battery".</p> <p>Could you please confirm that 24V supply voltage is acceptable?</p>	Yes, it is accepted
12		<p>Employer's requirements – Flowmeters</p> <p>In the detail specification in the Employer's response to Bidder's Queries for flowmeter (H), it is stated that "flowmeter shall have an accuracy of measurement of not greater than plus or minus 0.2%".</p> <p>In the contrary, in the Section 6. Employer's requirements, subsections 5.13.2. "Technical specifications for sensors and metering devices", it is stated that flowmeter shall have a minimum accuracy of 0.5% of the nominal discharge and shall be type approved to OIML R49 Class 1 and Class 2 and MID.</p> <ul style="list-style-type: none"> - Could you please confirm the required meter range? 	Yes, the specification in section 6 prevails (accuracy of 0.5%).

13		<p>Employer's requirements - Nominal pressure rating</p> <p>In the detail specification in the Employer's response to Bidders's Queries for flowmeter (H), it is stated that "the flowmeter flanges shall be suitable for the pressure rating determined for the pipelines concerned and drilled for PN10 to BS EN 1092-2".</p> <p>But, in the detail specification in the Employer's response to Bidders's Queries for Control Valves, it is stated that "all valves shall have nominal pressure rating PN16".</p> <ul style="list-style-type: none"> - Could you please confirm that all flowmeters and all valves shall have nominal pressure rating PN16? 	Confirmed the PN16 for both flowmeters and valves.
14		<p>Employer's requirements – Flowmeters</p> <p>In the detail specification in the Employer's response to Bidders's Queries for flowmeter (H), it is stated that "the flowmeter flanges shall be suitable for the pressure rating determined for the pipelines concerned and drilled for PN10 to BS EN 1092-2".</p> <ul style="list-style-type: none"> - Could you please confirm that BS EN 1092-1 is acceptable? 	Steel flanges (BS EN 1092-1) are accepted as long as the required mechanical and durability properties are guaranteed (particularly vibration damping, compressive strength and corrosion resistance) for the specific working conditions of each site. Cast iron is preferred on a general basis (EN 1092-2).
15		<p>BID SECURITY</p> <p><i>In the Section 4, Bid Security Form, it is stated that "Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before_ [the date 35 days after the expiry of the validity of the Letter of Bid], when this guarantee shall expire and shall be returned to us."</i></p> <p>We understand that the bank will not release us of our obligation under the guarantee if it is stated that the guarantee shall be returned to the</p>	The provisions in the bidding document remain unchanged.

		<p>bank upon the expiry, even if the expiry date has passed.</p> <p>- <i>Could you please change the sentence by "Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before_____ (the date 35 days after the expiry of the validity of the Letter of Bid), when this guarantee shall expire, whether or not the guarantee is returned to us"?</i></p>	
		<p>In the Section 4, Bid Security Form: <i>"the Principal (i.e. Contractor) has refused to accept the correction of errors in his Bid in accordance with the ITB".</i></p> <p>We don't understand this event of default for which the Employer is able to call the bid bond. And that it not an usual event of default.</p> <p>- <i>Could you please delete this event of default from the bid security form?</i></p>	The provisions in the bidding document remain unchanged.
16		<p>PERFORMANCE SECURITY</p> <p>Same question as in point # 15 as for the bid security.</p>	The provisions in the bidding document remain unchanged.
17		<p>ADVANCE PAYMENT SECURITY</p> <p>Same question as in point # 15 as for the bid security.</p>	The provisions in the bidding document remain unchanged.



Annex- A

Specification of Water Meter

6.8 15/20/ 25 MM REVENUE WATER METERS

6.8.1 General

All water meters shall be AMR compatible, Volumetric Rotary Piston direct transmission, liquid filled register, designed to be equipped at any time with an external module for remote reading with the essential features of household water meters described in the following sections are sought for supply and installation.

Water meter shall be internationally proven brands like Itron, Sapple, Kent, Alitar, Zenner or equivalent and superior. The equivalent vendor/brand should have monetary turnover. The credentials for the particular/proposed model/make/item that of the said brands indicating the satisfactory performance shall be submitted for the Engineer's approval. The manufacturer must be registered to ISO9001-2008 and ISO 14001:2004 accredited. The equivalent brand and item/make should have monetary turnover and credentials to that of the said proven brands. The manufacturer must be registered to ISO9001-2008 and ISO 14001:2004 accredited.

6.8.2 Materials

Only the best quality and type of materials shall be used, which shall be suitable for the purpose intended. Unless otherwise specified, materials shall be selected by the supplier. The materials shall be appropriate both mechanically and chemically to the operating conditions. In connecting units they shall be mechanically, chemically and electrochemically compatible with one another and with the environment.

Materials shall be selected to the adequate resistance against abrasion and corrosion. Where necessary, protective coating and lining shall be applied.

All materials in contact with the potable water shall be non-toxic and shall not affect the quality of the potable water at any given time.

6.8.3 Design and Construction

Design and construction shall be conforming to ISO 4064: 2005 requirements for cold water meters. The meters shall be suitable for cold water up to 50°C (Working Range 0 to 50°C) and pressure-rating of minimum PN 16. Pressure loss shall be on a minimum and as per ISO 4064.

All water meters shall be provided with an efficacious replaceable strainer in the inlet fitting. The strainer screen shall be rigid, fit snugly, be easy removable and have an effective straining area at least double that of the inlet.

The register is a semi-dry liquid filled register (condensation-free totalizer), made of engineering plastic for all gears and drums.

The register has 8 rollers with 4 digits for m3 (black) and 4 for submultiples (red).

Maximum reading must be 9999 m3; minimum reading must be 0, 02 liters.

Easy to read thanks to large digits with minimum height of 4.4 mm.

A plastic lid has to protect the register rollers from dirt.

Registration shall be in cubic meters.

All meters shall be provided with wire and lead seals, both to upper and lower body.

The meter should not have any internal or external calibration device. The accuracy curve and the position inside the tolerance channel must be assured by design.



The piston of the measuring chamber has a special profile to absorb without damage particles present in water in case of network maintenance

All parts shall have smooth surface, special the parts in contact with water to prevent encrustation.

The water meter shall be suitable for out- and indoor connection for tough conditions.

Each delivered part shall be new and not used before and supplied according to technical specifications descript.

The water meter shall be designed for a lifetime of 10 years of normal operating conditions.

6.8.4 Markings

The Marking requirement shall be as per clause no. 6.8 of ISO 4064-1(2005)

6.8.5 Meter Performance

Required Performance and accuracy shall be as per ISO 4064: 2005 as indicated below. The range of measured flow rates is sub divided into 3 reaches. The limits being defined by the following flow rates:

Identification	Description Value	Remarks
Q1	Minimum flow rate for reliable registration	Error permission +/- 5%
Q2	Limiting flow rate for increased accuracy of registration	Error permission +/- 2%
Q3	Nominal flow rate for continuous or limiting function.	Error permission +/- 2%
Q4	Maximum flow rate at which the meter shall function for a limited time without exceeding a metering error	Error permission +/- 2%
H in bar	Pressure loss in Q3	Not Exceeding 0.63 bar
P	Maximal permissible pressure	Min. requirement 16 bar

6.8.6 Warranty

Warranty starts from the day of delivery and written acceptance by the client and shall be minimum 2 year after issuance of completion certificate. This includes:

- Meter performance,
- Materials, and
- Function.

6.8.7 Essential Features

All water meter shall be volumetric water meters, Rotary Piston, liquid filled register with direct transmission. The two ends shall be threaded connection and the inlet and outlet shall have a common axis. They shall have water tight dismantling coupling on each side to allow easy removal of the instrument from the pipe works.

Installation of the water meter can be done in horizontal and vertical position without hampering meters' performance.



The water meter shall be suitable for out- and indoor connection for tough conditions and shall afford reasonable safeguards against destruction. Special regards shall be given to the strength of glass & the cover-lid.

The dial shall be easy-read in cubic meters .The body as well as all parts in water contact shall be in corrosion free materials and approved for drinking water and to be a short construction the connection shall be in thread connection according to ISO. Adequate connecting nipples for the inlet as well as for the outlet together with all necessary seals shall be provided.

The meter body must be manufactured from brass metal (containing a minimum of 50 to 60% of copper)

The meters shall have the following minimum performance characteristics:

ND, mm	15	20	25
Nominal Flow rate Q3 m ³ /h	2.5	4.0	6.3
Maximum flow rate Q4 m ³ /h	3.125	5.0	7.875
Minimum flow rate Q1 liter/h	15.625	25.000	39.375
Measuring range R=Q3/Q1	160	160	160

6.8.8 Testing

6.8.8.1 Pattern Test Certificates:

Towards approval of meter manufacturer, contractor shall submit all pattern test results as per ISO 4064-1/3 which is tested/certified by an international / national accredited test laboratory accredited to ISO: 17025

6.8.8.2 Factory Pre Shipment Inspection:

Upon vendor approval, Contractor shall submit manufacturer's quality assurance plan for testing water meters for performance testing / dimensional checking/ marking requirements etc to be witnessed by the Employer/ Employers Representative. Sampling/ acceptance criteria during testing shall be as per ISO/National Standards like BS/IS/Nepalese Standards

It is required that quality and compliance with these specifications shall be demonstrated for all materials and equipment by appropriate tests performed during the various phases of the work of production.

The minimum test pressure shall be the specified nominal pressure plus 50%. This pressure shall be applied increasing from 0 to maximum event over 15 minutes.

The test pressure shall be held without pressure drop for at least half an hour without any sign of leakage.

Shop testing shall be run with water of not more than 40 degree C and not less that 10 degree C temperature. Shop testing shall sufficiently cover the entire range of the capacity to demonstrate that the characteristics are stable.

The arithmetic mean of all readings for one performance point shall be within the specified limits

Letter of Technical Bid

[Bidder's Letterhead]

Date:

ICB No.:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8;

(b) We offer to design, manufacture, test, deliver, install, pre-commission, commission and operational service in conformity with the Bidding Documents the following Plant and Services:

(c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period

(d) We, including any subcontractors or manufacturers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB-4.2;

(e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;

(f) We are not participating, as a Bidder in more than one bid in this bidding process in accordance with ITB 4.3;

(g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

(h) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB4.5; *

(i) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

* Use one of the two options as appropriate

