

Tender for the Appointment of a Construction Management Company (CMC) & Key Personnel

For the Eastern Segment of the 5th Water Supply System to Jerusalem

Addendum and Clarification #5

Pursuant to the provisions of Section 11.2 (Amendment of Tender Documents) of the RFP, Tenderers are hereby informed of the following amendments and clarifications to the Tender Documents.

In accordance with Section 11.2.5, this addendum shall constitute an integral part of any Tenderer's Proposal.

Tenderers are to complete and return the Acknowledgement of Receipt attached below to MWC's POC.

Amendments to the Contract	
Appendix 2 – Fees and Payment Part 1 – Fee Structure Fee Structure for the Services of the Tunnel Construction Manager (TCM) and the QA Manager (QAM):	The Tunnel Construction Manager and the QA Manager are each to provide the Services in their field of expertise, as demonstrated within the Proposal, as required by the Programme or as instructed by MWC's Authorised Representative on a full time basis, consisting of, at least, 250 <u>200</u> hours per each month. The monthly rate for each of these Key Personnel is set out in the table below. <u>The monthly rate includes any additional working hours, exceeding 200 hours for any particular month, which may be required of either the TCM or the QAM in the course of providing the Services under the Contract and which will be provided at no extra cost or additional remuneration.</u>

Clarifications	
Tenderer's Request for Clarification	MWC's Clarification in reply
<u>RFC #7</u> Please provide an approximate timeframe	The Preferred Tenderer is expected to commence the performance of the

<p>from the Submission Date until Notice to Proceed to be given to the Preferred Tenderer.</p>	<p>Services under the Contract upon the signature of the Contract.</p> <p>Please note that the Contract does not provide for a Notice to Proceed, or any equivalent notice, to be issued.</p> <p>The Contract Period shall commence in accordance with the provisions of Section 4.2 (Contract Period) of the Contract. Please note the condition precedent for the contract's signature as set forth under Section 16.2 of the RFP.</p>
<p><u>RFC #8</u></p> <p>In relation to the Professional Threshold Requirements: the earliest date by which excavation of projects that may be used to meet the CMC's threshold experience requirements may have begun is 1.1.2004. On the other hand, the earliest date by which excavation of the projects which might be used to meet the threshold experience requirements of relevant key personnel may have begun is 1.1.2000. We request that the earliest date of excavation of projects to be used to meet the CMC's threshold requirements be extended backwards to 1.1.2000 so that the dates are consistent.</p>	<p>After considering the request, it was decided to reject it. The requirements shall remain unchanged. Request rejected.</p>
<p><u>RFC #9</u></p> <p>We request the option of submitting a Price Proposal in US Dollars or Euros as well as NIS.</p>	<p>After considering the request, it was decided to reject it. The requirements shall remain unchanged.</p>
<p><u>RFC #10</u></p> <p>We request that the company's liability be</p>	<p>After considering the request, it was decided to reject it. The requirements shall</p>

<p>capped at the total fee to be paid to the company.</p>	<p>remain unchanged.</p>
<p><u>RFC #11</u> Since the team presented in the Organizational Chart is an integrated team, please clarify the level of authority and responsibility that the Key Personnel provided by the CMC have with regard to the success of the project. For example, would the TCM and QAM have the authority to replace non-key personnel working under them if they deem that such a measure is necessary for the success of the project?</p>	<p>In reply to the example within your query, the CMC may recommend to MWC's Project Manager the replacement of any of MWC's personnel if deemed and demonstrated such measure is necessary for the success of the project (and is adequately based). The decision whether to replace any of MWC's personnel upon such recommendation, which shall be reasonably considered, shall be at the sole discretion of MWC's Project Manager.</p> <p>As for the general obligations in relation to the authority and responsibility over MWC's Staff, we refer you to the Contract, Appendix 1, Part 4, Supervision, Qualification, Guidance and Training of MWC's Staff.</p>
<p><u>RFBC #12</u> The Contract required the TCM and QAM to work 250 hours per month. We consider this expectation unrealistic consistently over the entire period. We request that this be reduced.</p>	<p>The number of working hours per month, in respect of the TCM and QAM, have been reduced to 200, on condition that any additional working hours as may be required of either the TCM or the QAM in the course of providing the Services under the Contract will be provided by them at no extra cost or additional remuneration. Please see above the amendment to the Contract, Appendix 2 (Fees and Payment).</p>
<p><u>RFBC #13</u> What is the projected frequency of requested visits of the TBME? What is the expected duration of each visit?</p>	<p>The frequency and duration of visits of the TBME shall be to the extent required in order for the TBME to carry out its obligations under the Contract as</p>

	<p>determined by MWC.</p> <p>MWC expects the TBME to be of attendance in accordance with the requirements of the Programme which shall be determined taking into account, <i>inter alia</i>, the DB Contract programme and progress of work.</p>
<p><u>RFBC #14</u></p> <p>Please provide the RFP forms in open WORD format.</p>	<p>The RFP Forms shall be uploaded to MWC’s website within the next few days in WORD format allowing their electronic completion.</p>
<p><u>RFBC #15</u></p> <p>Please amend the definition regarding Tunneling Project as follows:</p> <ol style="list-style-type: none">1. The length of the tunnel will be at least 3 kilometers in continuous or at least 5 kilometer in no more than two sections, constitutes one tunnel project:2. Tunneling project that comprises of two parallel tunnels, each tunnel will be considered as a separate tunnel for the purpose of the threshold requirements or quality scoring.	<p>After considering the requests, it was decided to reject them.</p> <p>In respect of the definition of Tunneling Project, we repeat our Clarification to Annex B as in Addendum #1:</p> <p>For the purposes of the Professional Thresholds the term “Tunneling Project” is defined in Section 6.4 of the RFP.</p> <p>For the purposes of the QS Evaluation Criteria in this Annex B the term “Tunneling Project” is defined (using different dimension requirements) in the introduction to the Annex.</p> <p>Additionally ‘tunneling project’, as an undefined term, is used in some instances within Annex B (subcriteria no. 12, 13 and 14), not referring to either of these defined terms. These instances are indicated by footnotes.</p> <p>The requirements shall remain unchanged.</p>

<p><u>RFBC #16</u></p> <p>In the RFP, Annex B (QS Evaluation Criteria) please merge sub criteria 1 and sub criteria 5, as water sewage or drainage tunnels consists of waterproofing systems.</p>	<p>After considering the request, it was decided to reject it.</p> <p>It is clarified as follows:</p> <p>In relation to Sub Criteria 1, Tenderers may submit projects demonstrating the required criteria but which do not necessarily include waterproofing systems. Tenderers should also note that they may present the same project(s) for the purpose of demonstrating compliance with the sections of the Threshold Requirements and for the purpose of the QS Evaluation Criteria and its sub-criteria, provided such projects comply with all requirements set forth in the applicable section.</p>
<p><u>RFBC #17</u></p> <p>As of the nature of the RFP, which mainly consists of key personnel, the committee is kindly requested to amend the tenderer's weighted score to 30% and the weighted score of the key personnel to 70%</p>	<p>After considering the request, it was decided to reject it. The allocations of score weights shall remain unchanged.</p>

ACKNOWLEDGEMENT OF RECEIPT

Date: _____

To: **MWC's POC – Mr. Avi Assayag of the Tender Unit**

E-mail: assayaga@mekorot.co.il

**Tender for the Appointment of a Construction Management Company (CMC) & Key
Personnel For the Eastern Segment of the 5th Water Supply System to Jerusalem**

Addendum and Clarification #5

We hereby acknowledge receipt of **Addendum and Clarification #5**.

Name of entity

Name and signature of representative