

Volume 1

**Tender for the Appointment of
a Construction Management Company (CMC)**

& Key Personnel

For the Eastern Segment of the

5th Water Supply System

to Jerusalem

Request for Proposals

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DEFINITIONS¹

“**Amendments**” means the extensions of time constraints or revisions, deletions, additions or substitutions of terms in the RFP that are issued to the Tenderers in writing by MWC.

“**Clarifications**” means explanations or interpretations or other information respecting the Tender Documents that are issued to the Tenderers in writing by MWC.

“**CMC**” or "**Construction Management Company**" means the Tenderer selected by MWC and granted the Contract, pursuant to the terms of this **Volume 1** (*Requests for Proposals*).

“**Control**” and "**Means of Control**” – shall bear the meaning ascribed to such term under the **Securities Law, 1968-5728**.

“**DB Tunnel Project**” means the design and construction of Eastern Segment of the 5th Water Supply System to Jerusalem.

“**DB Tunnel Project Preferred Tenderer**” is a joint venture comprised of Ed. Zublin AG and Jager Bau GmbH of which the Lead Tunnel Designer is ILF Consulting Engineers and ED. Zublin AG Technical Headquarter, Tunnel Engineering (TUB).

“**Foreign Company**” shall mean any entity which is not a Local Company

“**Laws and Regulations**” all laws, regulations, rules, ordinances, statutes, standards and codes including MWC standards and administrative orders applicable in Israel, as amended from time to time.

¹ Please note additional definitions appear throughout this Volume 1 and the remaining Contract Documents.

“**Local Company**” shall mean a duly incorporated and registered entity in the State of Israel, or a foreign company registered in Israel (denoted in Hebrew, under the Israel **Corporation Law 5759-1999**, as: (חברת חוץ הרשומה בישראל).

“**Project**” the CMC's and Key-Personnel Services provided in relation to the DB Tunnel Project.

“**Proposals**” means the proposals prepared and submitted by the Tenderers including all deliverables, documentation, Tender Forms and all supporting documentation included pursuant to Sections 6 (*Threshold Requirements*) and 07 (*Threshold Demonstration Forms*) all in accordance with the requirements of this **Volume 1** (*Request for Proposals*).

“**Relevant Authority**” means any ministry, department, agency, authority or body of the State of Israel and any other public authority, body, entity or person having jurisdiction under the laws of Israel with respect to the Tenderers, the CMC or the Project.

“**Request for Proposal**” means this **Volume 1** as amended by MWC from time to time.

“**RFP Selection Stage**” shall mean the process of selecting a CMC, commencing upon the issuance of this RFP and ending upon the Signature Date .

“**Services**” as defined in the Contract.

“**This Tender**” means **Tender no. 69-2015-ג**

“**Tender Committee**” means the tender committee nominated by MWC for the RFP Selection Stage of the Project.

“**Tender Committee's Coordinator**” or the “**POC**” means a person appointed to conduct, on behalf of the Tender Committee, all communications with the Tenderers, as specified in Section 11.1.1.

“**Tenderer**” means any entity which has received the Tender Documents, submitted the Tenderers Registration Form, and complies with Section 5 (*Composition of Tenderers*) below.

“**Tenderer’s Authorized Representative**” means the person whose name and contact details were provided in the Tenderer's Registration Form to MWC by the Tenderer, upon the receipt of the Tender Documents.

“**Working Day**” means any day other than Friday, Saturday or a Statutory Holiday in Israel where local banks are open. Each Working Day will end at 4:00 P.M. Israel local time on that day.

1. GENERAL

1.1 Introduction

Mekorot Water Company Ltd. ("MWC") an Israeli government owned company hereby invites local and foreign companies, with the required experience and abilities, to participate in this international RFP Selection Stage for the provision of the Services to be provided in relation to the construction of the Eastern Segment of the 5th Water Supply System to Jerusalem, all in accordance with the provisions of this **Volume 1** (*Request for Proposals*) and other Tender Documents.

1.2 MWC intends to award the Contract at the end of the RFP Selection Stage to the Preferred Tenderer, subject to the provisions of the Tender Documents including the fulfillment of all Preconditions set forth under Section 16.2 (*Selection of the Preferred Tenderer and Signature of Contract*). Upon Signature Date the Preferred Tenderer shall thereafter be referred to as the CMC (Construction Management Company) who shall bear full and sole responsibility for the execution of the Services in accordance with the Contract Documents.

1.3 The Tender Documents, which, *inter alia*, include this Request for Proposals, direct the Tenderers with respect to the preparation of their Proposals, including but not limited the technical and legal information required to be submitted by them as part of the Proposals.

1.4 While the RFP Selection Stage is being held, MWC may advance the DB Tunnel Project prior to the nomination of the CMC. If that should occur the CMC will provide its Services immediately from the time it is nominated and, in this framework, shall review and study all advance made with respect to the DB Tunnel Project until its nomination.

2. PROJECT AND SITE DESCRIPTION

2.1 Background

Whereas the city of Jerusalem has no available local water sources, its water supply is based on external water supply resources. As of the commencement of the British mandate and until today four water supply systems, designed to carry water from the lowland area eastward towards the city and its outskirts, had been implemented. It is expected that within a few years the existing systems will reach the maximum output capacity. In addition a tendency of deterioration of the quality and quantity of the water, which is produced from active drillings, was observed.

As a result the need of an additional water facility which will enable the continuity of the daily life and the development of the city and the mountain area was defined by the Israeli government as a National Infrastructure.

MWC was authorized by the Israeli government to prepare plans for the construction of the Ayalon-Jerusalem plant – 5th Water Supply System to Jerusalem and its outskirts which, during February 2006, was declared as an Infrastructure Project of National Importance intended to satisfy the water consumption of Jerusalem and its surroundings.

The 5th Water Supply System to Jerusalem is intended to enable MWC to increase the water capacity which is being supplied to Jerusalem and to the mountain areas, as of the next decade and until the target year of 2060.

The Project constitutes a vital and central part of the water system development master plan in Jerusalem and its surroundings.

Due to its national importance, the project was defined by the Israel Water Authority MWC as a top priority project.

The project is complex from engineering perspectives and is geographically widely spread.

Accordingly, MWC held a tender process for the selection of a Design Build Contractor. It is notified that a contract between MWC and the DB Tunnel Project Preferred Tenderer was not yet signed.

2.2 Time Schedule

Without derogating from MWC's discretion as provided in the provisions of Section 17.1 (*Postponement of Dates*) postpone any of the dates determined by it in relation to the RFP Selection Stage or specified in this Request for Proposals, including the Submission Date, it is in MWC's intention to conduct the RFP Selection Stage according to the following milestones:

Mandatory Tenderers' Conference and Mandatory Site Visit	<u>23.11.2015</u>
Last date for submission of queries and requests for clarifications regarding the Contract Documents	<u>8.12.2015</u>
Submission Date ²	<u>17.12.2015</u>

2.3 List of Tender Documents

The Tender Documents issued for the purpose of guiding the Tenderers in preparing their Proposals, consist of the following Volumes and their respective Annexes, together with any amendments issued in accordance with Section 0 (*Amendment of Tender Documents*) and Section 17.3 (*Alterations and Revised Proposals*) hereof:

² See Section 13.2 hereunder.

(a) **Volume 1 - Request for Proposals (RFP) and Tender Forms:**

TENDER FORM	DESCRIPTION
A	Letter of Acknowledgement and Application to Attend Tenderers' Conference & Site Visit.
B	Letter of Tender
C	Tenderer's General Information
D	Threshold Requirements: Public Entities Law Approvals
E	Threshold Requirements: Public Entities Law – Affidavit
F	Professional Threshold Requirements: F(1) Experience of the Tenderer or its Members F(2) Education and Experience of the TCM F(3) Education and Experience of the QAM F(4) Education and Experience of the TBME
G	Auditor's Confirmation of No Going Concern Notice
H	Evaluation Criteria Information
I	Declaration of non-payment of Commission
J	Member's General Information
K	Price Proposal

Annexes:

Annex	Title
A	Request for Clarifications (RFC)
B	QS Evaluation Criteria

(b) **Volume 2** - Contract for the nomination and appointment of a Construction Management Company ("**Contract**").

Items (a) – (b) constitute the "**Tender Documents**".

The items constituting the "**Contract Documents**" are defined under Section 1.3 of **Volume 2** (*Contract*).

DB Tunnel Project relevant documents on CD and MWC's website for reference purpose only. The DB Tunnel Project's entire contract documents are listed under the DB Contract provided.

2.4 **Order of Precedence**

During the RFP Selection Stage until Signature Date, in the event of any conflict or discrepancy between the provisions of this **Volume 1** (*Request for Proposals*) and **Volume 2** (*Contract*), including with respect to all questions of interpretation, **Volume 1** (*Request for Proposals*) shall prevail over **Volume 2** (*Contract*).

As of Signature Date in any event of any conflict or discrepancy between the provisions of **Volume 2** (*Contract*) and this **Volume 1** (*Request for Proposals*), including with respect to all questions of interpretation, the provisions of **Volume 2** (*Contract*) shall prevail over this **Volume 1** (*Request for Proposals*).

In any event of discrepancies within the provisions of **Volume 1** (*Request for Proposals*) or discrepancies within the provisions of **Volume 2** (*Contract*) – MWC shall instruct as per the prevailing provision and the Contractor shall act in accordance thereto and shall have no financial or other right, claim or demand associated with the fulfilment of MWC's said instruction.

2.5 **Conformity with All Laws and Regulations**

Each Tenderer is assumed to have obtained legal advice. The Tenderers and the Proposals shall abide by the Laws and Regulations. Tenderers shall be subject to any changes in any of the Laws and Regulations, should such changes be introduced during the RFP Selection Stage.

3. **ELIGIBILITY AND PARTICIPATION REQUIREMENTS**

In order to participate in the RFP Selection Stage, Tenderers must meet all of the following conditions:

- 3.1 As provided hereinabove, this Tender is published as an international public tender. Entities who wish to participate in the RFP Selection Stage are required to execute and deliver the Letter of Acknowledgement and Application to Attend Site Visit & Tenderers' Conference, in the form set out in Tender Form A (*Letter of Acknowledgement and Application to Attend Site Visit & Tenderers' Conference*) at least one week prior to the Tenderers' Conference and Site Visit to be submitted to the POC indicated in Section 12 (*Preparation of Proposals*).

Entities represented in the Mandatory Tenderer's Conference and subsequent Mandatory Site Visit shall thereafter be referred to as '**Tenderers**'.

Tenderers are required to prepare and submit their Proposal in accordance with the provisions of this **Volume 1** (*Request for Proposals*) as may be amended from time to time by MWC.

The Proposal shall include, at the minimum, all items identified within this **Volume 1 (Request for Proposals)** including Section 12 (*Preparation of Proposals*). Tenderers shall follow and comply with the format of this **Volume 1 (Request for Proposals)** and complete, by typing, all the Tender Forms in their entirety according to the particular requirements thereof. For this purpose the Tenderers shall make use, fill and complete, the Forms attached to this **Volume 1 (Request for Proposals)**.

- 3.2 Supplementary information from Tenderers - beyond the information identified within this **Volume 1 (Request for Proposals)** - in the form of brochures, fact sheets etc., may be provided in typed format only. However, such supplementary information may not substitute the information required in accordance with the provisions of **Volume 1 (Request for Proposals)**.

All supplementary information should be labeled according to the relevant Section, to which it relates.

- 3.3 If a Tenderer is unable to supply the required information in full or in part, for any reason whatsoever, it shall address MWC in writing in accordance with the procedures set forth in Section 11.1 (*Clarification of Tender Documents*). Absence of information may lead to disqualification of the Tenderer, at MWC's sole discretion, after considering the nature of the missing information and the justification provided for any such omission. MWC may also apply for clarifications or require supplementary information from any of the Tenderer, as it may deem fit.

- 3.4 **Submittal of one Proposal**

A Tenderer may not submit, by itself or with any other party, more than one Proposal.

If a Tenderer submits more than one Proposal, then without derogating from any other right or discretion, MWC may disqualify the participation of all involved Tenderers or instruct which of the Proposals shall be reviewed while rejecting all others. Accordingly the following legal entities shall be prevented from participating in this RFP Selection Stage and submitting a Proposal:

- (i) A legal entity which exercises Control over the Tenderer or the Member (as applicable);
- (ii) A legal entity which is Controlled by the Tenderer or the Member (as applicable); and
- (iii) A legal entity which is Controlled by the same legal entity Controlling the Tenderer or such Member (as applicable).

3.5 Tenderers are under the obligation to conform to and respect the Israeli **Antitrust Law, 5748-1988**. By participating in this Tender the Tenderers hereby declare that neither they nor any other person or entity acting on their behalf shall enter into an agreement whatsoever with any person or entity which will result in lowering the level of competition between the Tenderers.

3.6 Tahal Group, Ecolog Ltd. and Golder Associates are providing MWC with consultation services related to the planning and design of the DB Tunnel Project - eastern segment of the 5th Water Supply System to Jerusalem - and to its western segment. In addition Ecolog Ltd. and Golder Associates have been appointed as MWC's Design QA Consultants following a public tender process. Provided the aforesaid entities meet all Threshold Requirements and requirements set forth under this **Volume 1 (Request for Proposals)**, they shall not be prevented from participating in this Tender.

3.7 **Nomination of an Authorized Representative**

For each Tenderer, a representative shall be nominated and authorized to perform and sign on behalf of the Tenderer, throughout the RFP Selection Stage, all or any of the actions, matters, agreements and documents and to receive all communications, documents and other material for and on the Tenderer's behalf (the "**Authorized Representative**").

Such authorization shall be in the form of a power of attorney to be submitted as part of the Proposal, duly executed by the Tenderer – and in the event of a JV duly executed by each of its members - and duly authorized by a public notary or by an apostille recognized by the Laws and Regulations of the State of Israel.

4. INSPECTIONS OF THE SITE, MANDATORY TENDERERS' CONFERENCE AND MANDATORY SITE VISIT

4.1 Without derogating from Sections 19.3 (*Information Supplied in the Tender Documents*) and 19.4 (*Independent Research and Inquiries*) hereof and from the Tender Documents, Tenderers are advised to independently examine the area designated for the execution of the DB Tunnel Project and its surroundings, and to interpret, verify and obtain for themselves, at their sole responsibility and liability, all information that may be necessary or useful for preparing and submitting the Proposals and providing the Services including the DB Tunnel Project documentation provided for reference.

Note: the DB Tunnel Project documents are attached hereto on CD for reference purpose only.

4.2 A **mandatory** Tenderers' Conference and subsequent Mandatory Site Visit will be held on the date and time as set forth in Section 2.2 (*Time Schedule*). MWC reserves its right to commence the aforesaid Tenderers' Conference and Site Visit after the designated hour (but is not required to do so). Such entities shall complete Tender Form **A** as instructed in the above Section 3.1. MWC reserves the sole discretion to conduct an additional Tenderers' Conference and/or Site Visit, one or more as it deems fit but is not obliged to do so. In the event an additional Tenderers' Conference(s) and/or Site Visit(s) are held, due notice shall be given to the Tenderers' Authorized Representatives. The participation in either one of the Tenderers' Conference and Site Visit shall satisfy the mandatory requirement set forth herein.

MWC shall issue separately a notice regarding the venue of the Tenderers Conference to entities who have submitted Form A by the date set forth for the Tenderers' Conference and Site Visit. In addition documentation regarding this Tender shall be issued to entities who have submitted Form A in addition to their publication in MWC's website at www.mekorot.co.il under the designated page.

- 4.3 Only information issued **in writing by MWC POC** during or following the Site Tenderers' Conference and Site Visit shall be deemed an integral part of the Tender Documents. No verbal statements including those made at the Site Visit and the Tenderers' Conference shall be deemed binding upon MWC. MWC may distribute minutes of the Site Visit to all participants. MWC intends to distribute the list of participants in the Site Visit and Tenderers' Conference and their contact details to all the participants and to any other interested party unless it is expressly requested, in writing, to refrain from doing so.
- 4.4 Questions including with respect to any issue relating to the Site Visit and Tenderers' Conference shall be raised in the form of a request for clarification as provided under Section 11.1 (*Clarification of Tender Documents*) hereunder and by the time set forth under Section 2.2 (*Time Schedule*) hereinabove.

5. COMPOSITION OF TENDERERS

5.1 The Tenderer

The Tenderer shall be either:

- (a) a **single legal entity** that complies with the Threshold Requirements as stipulated hereunder, which is a **Local Company or a Foreign Company** (which is not a joint venture, consortium or other unincorporated group of entities);

or alternatively

- (b) a **joint venture** comprised of up to two members. Each member may be a Local Company or a Foreign Company as provided under Section 5.1(a) above (a “**Joint Venture**” or “**JV**”, “**Member**” or “**Members**”, respectively).

6. THRESHOLD REQUIREMENTS

Upon Submission Date, each Tenderer will demonstrate its compliance with the following Threshold Requirements:

6.1 **Participation in the mandatory Tenderers’ Conference and subsequent Mandatory Site Visit**

A representative on behalf of each Tenderer shall be required to participate in the **mandatory** Tenderers’ Conference and Site Visit referred to in Section 4.2 above. In the event of a Joint Venture – the participation of a representative on behalf of one of the JV's Members shall be sufficient for the purpose of meeting this Threshold Requirement.

A representative may not participate on behalf of more than one Tenderer or on behalf of Members of different Joint Ventures.

6.2 **Approvals and Affidavits as per the Public Entities Transactions Law, 5736-1976**

Each Tenderer or each Member of the JV (as applicable) **who is a Local Company** must provide:

- (a) Approvals testifying to proper bookkeeping practices in accordance with the provisions of the **Public Entities Transactions Law, 5736-1976**, and the regulations there-under, in accordance with the **Income Tax ordinance and the Value Added Tax Law, 5736 – 1975** and the absence of debts, if applicable.
- (b) Affidavit pursuant to Article 2B of the **Public Entities Transactions Law, 5736-1976** authorized by an attorney in the form attached as Tender Form **E** (*Affidavit pursuant to Article 2B of the **Public Entities Transactions Law, 5736-1976***).

6.3 **Confirmation of No Going Concern Notice**

The Tenderer, or in the event of a JV – each of its Members, is not under any voluntary or involuntary bankruptcy process (liquidation or reorganization), or receivership or commencement of a similar insolvency proceeding, and **its last reviewed financial statement** (whether audited or not) does not include any Going Concern notice.

6.4 Professional Thresholds

6.4.1 Professional Threshold Requirements of the Construction Management Company ("CMC")

The Tenderer, or in the event of a Joint Venture **each** of its Members, has served as a **project management company** or as a **construction management company** providing project management or construction management services to the respective owner or respective Main Contractor on, at least, one (1) Tunneling Project where:

- (a) At least one (1) tunnel boring machine was used for excavation;
- (b) The excavation of which has commenced, at the earliest, as of 1.1.2004; and
- (c) The aforesaid project management or construction management services were provided by the demonstrating entity as of excavation commencement and until Completion.

6.4.2 Professional Threshold Requirements of the Tunnel Construction Manager ("TCM") -

The TCM is an Engineer and has served as the **project manager** or as the **construction manager** of at least three (3) Tunneling Projects (on behalf of the respective project owner or respective Main Contractor), at the latest, as of commencement of excavation and until their Completion, and:

- (i) At least, in two (2) of the three (3) demonstrated projects one tunnel boring machine or more was used (for each project); and
- (ii) The excavation of all three (3) projects has commenced, at the earliest, as of 1.1.2000.

6.4.3 **Professional Threshold Requirements of the QA Manager (“QAM”)-**

The QAM is an Engineer and has served as a **QA team manager** or a **QA team member** of at least three (3) Tunneling Projects (on behalf of the respective project owner or respective Main Contractor), as of commencement of excavation and until their Completion, and:

- (i) One tunnel boring machine or more was used in, at least, one (1) of the three (3) demonstrated projects; and
- (ii) The excavation of all three (3) projects has commenced, at the earliest, as of 1.1.2000.

6.4.4 **Professional Threshold Requirements of the Tunnel Boring Machine Expert (“TBME”) -**

The TBME is an Engineer and has served as a TBM consultant of, at least, three (3) Tunneling Projects (on behalf of the respective project owner or respective Main Contractor), as of commencement of the projects and until their Completion, and:

- (i) The excavation of all three (3) projects has commenced, at the earliest, as of 1.1.2000;
- (ii) One tunnel boring machine or more was used in each of the three (3) demonstrated projects; and
- (iii) The TBME has within the framework of each of the three (3) projects:
 - (i) Prepared or examined TBM design specifications;
 - (ii) Executed TBM factory acceptance tests (FAT) and on site acceptance tests (OSAT);
 - (iii) Interfaced with TBM manufacturer(s): i.e. accompanying and supervising the construction of 'tailor made' TBM(s) and implementation of machine adjustments; and

- (iv) Reviewed and analyzed the performance of the TBM machine(s) including reviewing data records, conducting calculations and analyses (i.e. friction analysis, cutting coefficient and field penetration index), preparing and submitting reports using TBM data recording and management systems: VMT, TPC, and IRIS software (or equivalent should such be approved by MWC prior to Submission Date).

Definitions for the purpose of this Section 6.4:

- (a) "**Completed**" or "**Completion**" shall mean that by Submission Date the Tunneling Project was transferred to and accepted by the respective owner including in the event such acceptance was subject to completion of minor deficiencies.
- (b) "**Engineer**" shall mean an engineer validly registered in:
 - (i) If practicing in Israel - the Register of Engineers and Architects (denoted in Hebrew as: פנקס המהנדסים והארכיטקטים); or
 - (ii) If practicing in any other country - an equivalent register, roll, institution or association of engineers regulated by the local laws of the respective country.
- (c) "**Main Contractor**" shall mean the contractor responsible vis-a-vis the respective owner, for the construction of the demonstrated Tunneling Project as a main contractor.
- (d) "**Tunneling Project**" shall mean the construction of a tunnel structure **(i)** the length of which is, at least, five (5) kilometers in continuous length; and **(ii)** the excavation diameter of which is, at least, two and a half (2.5) meters.

In the event of a Tunneling Project comprising of parallel tunnels, then MWC shall only consider the length of one tunnel (the longest of the tunnels).

- 6.5 The specific Key Personnel identified within the Proposal as demonstrating compliance with any of the Professional Threshold Requirement shall be the one executing the applicable Services on behalf of the CMC.

7. THRESHOLD DEMONSTRATION FORMS

7.1 Tenderers' Conference and Site Visit –

A representative on behalf of the Tenderer or JV's Members must ensure its participation in the Tenderers' Conference and Site Visit, as provided under Section 6.1 above, was documented by MWC's POC. It will be the representative's exclusive responsibility to ensure that its participation was documented.

Entities wishing to participate in the Tender are requested to submit Tender Form **A** (*Letter of Acknowledgement and Application to Attend Site Visit & Tenderers' Conference*) at least week prior to the date set for the Site Visit and Tenderer's Conference under Section 2.2 (*Time Schedule*).

7.2 Approvals as per the Public Entities Transactions Law, 5736-1976 –

In order to demonstrate compliance with the requirements specified in Section 6.2 (*Approvals as per the Public Entities Transactions Law, 5736-1976*) -

7.2.1 For the purpose of Section 6.2(a) – the Tenderer or each Member of the JV (as applicable) shall attach to Tender Form **D** the approvals identified under Article 2 of the Public Entities Transactions Law.

7.2.2 For the purpose of Section 6.2(b) – the Tenderer or each Member of the JV (as applicable) shall complete and submit the affidavit provided under Tender Form **E**.

7.3 Confirmation of No Going Concern Notice –

For the purpose of demonstrating compliance with the requirements set forth in Section 6.3 – the Tenderer or each Member of the JV (as applicable) shall attach an auditor’s confirmation in Tender Form **G**.

7.4 Professional Threshold Requirements –

In order to demonstrate compliance with the requirements specified in Section 6.4 (*Professional Threshold Requirement*) - the Tenderer or each Member of the JV (as applicable) must complete and submit –

7.4.1 For the purpose of Section 6.4.1 (*Professional Threshold Requirements of the CMC*) – Tender Form **F(1)**.

7.4.2 For the purpose of Section 6.4.2 (*Professional Threshold Requirements of the TCM*) – Tender Form **F(2)**.

7.4.3 For the purpose of Section 6.4.3 (*Professional Threshold Requirements of the QAM*) – Tender Form **F(3)**.

7.4.4 For the purpose of Section 6.4.4 (*Professional Threshold Requirements of the TBME*) – Tender Form **F(4)**.

7.5 Supporting Reference and Documentation –

7.5.1 MWC distinguishes between the Tenderers' compliance upon Submission Date with the respective Thresholds Requirements set forth under Section 6 (*Threshold Requirements*) and the documentation intended to demonstrate such compliance. Accordingly MWC may determine a Tenderer has in fact met the Threshold Requirements also in the event supporting documentation was furnished by the Tenderer after Submission Date provided however such documentation proves the Tenderer had met the respective Threshold Requirement by the Submission Date.

- 7.5.2 MWC therefore reserves its right to request, at its sole discretion, additional documentation to be submitted for the purpose of determining compliance with any of the requirements set forth under this **Volume 1** (*Request for Proposals*) including any of the Threshold Requirements also in the event such documentation - which demonstrated compliance the Tenderer's compliance upon Submission Date - was prepared pursuant thereto.
- 7.5.3 In addition and without derogating from MWC's right to require and clarifications to the Proposal, as set forth hereinabove and hereunder, MWC may consider any information included in the Proposal for the purpose of determining the Tenderers' compliance with any requirement set forth under this **Volume 1** (*Request for Proposals*) including for the purpose of scoring the Proposal, also in the event such information has not been indicated in the cite corresponding with the respective requirement.

7.6 **CMC – Key Personnel Relations**

The Key Personnel proposed by the Tenderer shall be either:

- (a) The Tenderer's employees or in the event of a JV employees of either of the JV's Members; or
- (b) Engage with the Tenderer or in the event of a JV either of the JV's Members for the purpose of this Tender.

In the event the Key Personnel are employees of the Tenderer or any of its Members, then the Tenderer shall submit its legally certified statement confirming the above.

In the event any of the Key Personnel is not an employee of the Tenderer or of any of the JV's Members, the Tenderer shall submit a Memorandum of Understanding ("MOU") signed by the Tenderer and the applicable Key Personnel. This MOU shall provide that in the event such Tenderer shall be selected as the Preferred Tenderer, then the respective Key Personnel shall provide MWC with all Services detailed under **Volume 2 (Contract)** which are related to the respective Key Personnel's expertise and experience as presented by the Tenderer for the purpose of demonstrating compliance with the respective above Threshold Requirement (Sections 6.4.2 - 6.4.4).

8. PRICE PROPOSAL

8.1 Within the designated fields in Tender Form K (*Price Proposal*), the Tenderer shall propose the price it requires as consideration for the performance of all Services by each Key Personnel separately. The sums shall be **fixed lump sums**. The fixed lump sums proposed for the Key Personnel, if nominated as the CMC, reflect the CMC's entire remuneration under the Contract.

8.2 The total price proposal will be calculated in accordance with the following formula:

$$PP = [0.55 \times TCM_P] + [0.4 \times QAM_P] + [0.05 \times TBME_P]$$

Where:

PP = Price Proposal;

TCM_P = Fixed **monthly** lump sum for TCM;

QAM_P = Fixed **monthly** lump sum for QAM;

TBME_P = Fixed **daily** lump sum for TBME.

8.3 All fixed lump sums in the Price Proposal shall be indicated in **New Israeli Shekels** ("ILS") currency **only** and shall **not include VAT**.

- 8.4 The Price Proposal shall take into account and reflect **all aspects of associated and related with the performance of the Services**, as defined in the Contract. The Price Proposal shall be deemed to include all taxes (except for VAT), levies, duties and all other sums payable by the CMC under the Contract and in accordance with all Laws and Regulations.
- 8.5 VAT shall be added by MWC to the payments made to the CMC as per the provisions of **Volume 2 (Contract)**.
- 8.6 With respect to the Price Proposal's submission, Tenderer's are referred to the provisions of Section 12.3.3.2.
- 8.7 All, terms, stipulations and conditions relating to payments are set forth in **Volume 2 (Contract)**.

9. EXAMINATION AND EVALUATION OF PROPOSALS

9.1 Examination of Proposals

9.1.1 Stage 1 – Threshold Requirements

At this stage MWC will determine whether the Proposal has complied with all Threshold Requirements set forth in the aforesaid Section 6 (*Threshold Requirements*) and been prepared in accordance with the instructions set forth herein.

Without derogating from its discretion under this Volume 1 and all Laws and Regulations, if a Proposal is deemed by MWC not to comply with the Threshold Requirements, such Proposal shall not be further reviewed.

9.1.2 **Stage 2 – Quality Evaluation**

Proposals which MWC determines are compliant with the Threshold Requirements shall be reviewed and scored in accordance with **Annex B (QS Evaluation Criteria)**.

Minimum Quality Score:

Within the framework of Stage 2 review and prior to the evaluation of the Price Proposal Score, as provided in Section 9.1.3 (*Stage 3 – Price Proposal Evaluation*) below, and in accordance with the provisions of Article 22(d) of the **Mandatory Tenders Regulations, 5753 – 1993**, Tenderers are hereby informed of an overall minimum quality evaluation score of 70 points out of the maximum 100 points allocated for QS of the total score.

In addition to the aforesaid overall minimum quality evaluation score, Tenderers will be required to meet minimum quality scores for each of the following quality sub-criteria components:

- (a) **Sub-Criteria No.12 (Proposed Key Personnel – TCM)** – Tenderers will be required to meet a minimum **17.5** points out of **25** possible points allocated for this quality criteria.
- (b) **Sub-Criteria No.14 (Proposed Key Personnel – TBME)** – Tenderers will be required to meet a minimum of **7** points out of a possible **10** points allocated for this quality criteria.

The overall minimum quality evaluation score **and** minimum quality scores for each of the aforesaid quality sub-criteria components shall jointly be referred to as the “**MQS**”.

Accordingly, the Proposals of Tenderers who will not meet the MQS shall not be further evaluated.

The quality score shall defined as the “**QS**”.

9.1.3 **Stage 3 – Price Proposal Evaluation**

The Price Proposals of Tenderers who meet the Threshold Requirements and MQS, shall be evaluated and scored as follows:

$$\mathbf{PPS = PP_L / PP_S \times 100}$$

Where:

PPS = Price Proposal Score out of 100 points

PP_L = Lowest Price Proposal

PP_S = Specific Price Proposal

9.1.4 **Stage 4 – Final Proposal Score (“FPS”)**

The FBS shall be determined as follows:

$$\mathbf{FPS = QS \times 0.45 + PPS \times 0.55}$$

10. LANGUAGE OF RFP SELECTION STAGE

10.1 During the RFP Selection Stage, all Tender Documents and all documents related thereto, shall be issued and construed in the English language only, except for those documents in the Hebrew language, which were included by MWC in the Tender Documents.

- 10.2 All Proposals (including all annexes, maps, drawings, tables and diagrams) and any supplementary information, query, or request for clarification, and any other communication or submission, shall be submitted in the English language. Any documents, certificates and printed literature, provided in any other language, shall be accompanied by a certified English translation, authenticated by a public notary, which shall prevail in the event of any discrepancy between the notarized translation and the original form.

All translation expenses including the ones required by MWC shall be borne solely by the Tenderers.

- 10.3 Notwithstanding the above, all official documents and certificates, issued by MWC or any Relevant Authority in Hebrew, and any of the Tenderers' constitutional and other documents, submitted to any Relevant Authority, that were originally written in Hebrew, may be submitted in Hebrew. MWC reserves the right to require, at the Tenderer's expense, a notarized translation of any such written material.

11. TENDER DOCUMENTS

11.1 Clarification of Tender Documents

- 11.1.1 Tenderers requiring any clarifications regarding the Tender Documents may address such requests (by mail, e-mail or fax) to the following POC:

c/o **Mr. Avi Assayag** – Tender Committee Coordinator (P.O.C)

9 Lincoln St., Tel Aviv

Zip Code - 61201, Israel.

Tel: 972-(0)3-6230781

Fax: 972-(0)3-6230568

E-mail: assayaga@mekorot.co.il

- 11.1.2 The Tenderers' queries and requests for clarifications must be delivered in the form attached as **Annex A** (*Request for Clarification (RFC)*) hereto. All queries and requests for clarifications must be received by MWC via the aforesaid POC no later than the date set forth for this purpose under Section 2.2 (*Time Schedule*). Notwithstanding, in order to improve the efficiency of the RFP Selection Stage, Tenderers are hereby encouraged to submit any query or request for clarifications, which may arise during the preparation of their Proposals, as soon as is practicably possible.
- Any queries and requests for clarifications, which shall not be delivered in the form attached as **Annex A** (*Request for Clarification (RFC)*) hereto or which shall be received by MWC after the designated deadline, will be accepted or rejected at the sole discretion of MWC.
- 11.1.3 Tenderers that discover any discrepancies, ambiguities, errors, omissions or contradictions in the Tender Documents, are required to notify MWC in the manner set forth in Sections 11.1.1 and 11.1.2 above. Where a clarification is not sought, MWC's interpretation of the Tender Documents shall prevail.
- 11.1.4 The decision whether to respond to queries and requests for clarifications will be at the sole discretion of MWC.
- 11.1.5 Details of the queries and requests for clarifications and the responses thereto shall be issued in writing to all Tenderers, unless decided otherwise by MWC. The identity of the Tenderer requesting the clarification shall not be disclosed.
- 11.1.6 MWC may word the request for clarification in a different manner than the one it was provided with should it deem, at its sole discretion, that such would better serve the RFP Selection Stage. In addition MWC may issue clarifications at its initiative.

11.1.7 Only such information, which shall be provided in writing by MWC's POC to all the Tenderers and marked as an addendum according to the instructions of Section 0 (*Amendment of Tender Documents*) hereunder, or correspondence which shall be communicated to any Tenderer in writing by MWC's POC, shall be considered as part of this Request for Proposals and hence shall be binding upon MWC and the Tenderers.

MWC shall not be bound by, and the Tenderers shall not rely on, any verbal statement, interpretation or clarification to the Tender Documents.

11.1.8 MWC's responses to clarifications and any other information distributed by it shall be signed by the Tenderer's Authorized Representative and attached to the Tenderer's Proposal thereby constituting an integral part thereof.

11.2 **Amendment of Tender Documents**

11.2.1 At any time prior to the Submission Date, MWC may refine, change, amend, add to, eliminate from or modify any of the Tender Documents, for any reason, whether on its own initiative, or in response to a query or a request for clarification, received pursuant to Section 11.1 (*Clarification of Tender Documents*) above.

11.2.2 The refinement, change, amendment, addition, elimination or modification, if any, shall be marked as an addendum and shall be provided in writing by mail, e-mail or fax to all the Tenderers.

- 11.2.3 MWC intends to distribute addenda as early as possible in order to afford the Tenderers reasonable time in which to take an addendum into consideration in the preparation of their Proposals. MWC may, at its sole discretion, postpone, to the extent necessary, the Submission Date, in accordance with the general discretion provided to it under Section 17.1 (*Postponement of Dates*) herein below.
- 11.2.4 Tenderers will be obligated to accept any addendum and clarification and shall acknowledge receipt thereof in writing, by mail, e-mail or fax, to the POC referred to in the aforesaid Section 11.1.1, within five (5) Working Days following issuance thereof by MWC (unless MWC sets a different timeframe).
- 11.2.5 Should MWC issue an addendum or a clarification Tenderers shall confirm acceptance thereof by submitting an executed copy thereof within their Proposal. Should MWC issue an addendum after Submission Date the instructions for confirming the acceptance thereof shall be detailed therein, including instructions regarding the Tenderers option to amend their Proposal as a result of such an addendum or clarification and the scope thereof. After acceptance thereof, any such addendum or clarification shall be attached by MWC to the Tenderers' Proposals, and shall constitute an integral part thereof. Any Tenderer which declines an addendum or a clarification issued after Submission Date, shall remain bound to its Proposal as submitted.

12. PREPARATION OF PROPOSALS

12.1 General

- 12.1.1 The Tender Documents set out MWC's general requirements in respect of the Project. These requirements are the minimum requirements with which the Proposals must comply with.

- 12.1.2 Tenderers are required to prepare their Proposals in conformity with the requirements contained in the Tender Documents, including the financial, commercial, legal and technical-engineering requirements thereof. Each Tenderer must submit all the parts specified in Section 12.2 (*Documents Comprising the Proposal*) hereof. Tenderers shall complete their Proposals in an accurate and detailed manner, disclosing all the information requested, as well as any additional information or data required to clarify, substantiate and support the Proposal.
- 12.1.3 Tenderers may not deviate in their Proposals from the instructions of this Request for Proposals or from the relevant requirements set forth under any other of the Tender Documents, unless prior permission has been specifically granted in writing by MWC. MWC may, at its sole discretion, reject any Proposal containing any such deviations or omissions, or demand the Tenderer to amend its Proposal as, *inter alia*, set out in Sections 7.5 above and 14.2.1 below. MWC may, at its sole discretion, reject any Proposal which lacks information which, pursuant to this Request for Proposals, should be included within the Proposal or a Proposal which contains errors or is based upon erroneous assumptions or upon a basic and fundamental misunderstanding of the Project's purpose and object.
- 12.1.4 MWC acknowledges that the Tender requirements set out in the Tender Documents can be met in different ways - all of which may be accepted by it at its sole discretion provided they conform to **Volumes 1 – 2**.

12.2 Documents Comprising the Proposal

- 12.2.1 **Tender Forms** – shall include Tender Forms B, I and J and information and documentation required therein.

- 12.2.2 **Threshold Documentation** – shall be prepared and submitted as per the provisions of Section 7 (*Threshold Demonstration Forms*) including Tender Forms D, E, F(1) to F(4) and G and information and documentation required therein.
- 12.2.3 **Quality Documentation** – shall include Tender Form H and information and documentation required therein.
- 12.2.4 **Price Proposal** – the Tenderer's proposed prices to be filled in the designated fields within Tender Form K as elaborated in the above Section 8 (*Price Proposal*).
- 12.2.5 **Volume 1** (*Request for Proposals*) and **Volume 2** (*Contract*) (inclusive)) and respective appendices and annexes in additions to MWC's **Clarifications** and **Addendums** (to the extent issued).

12.3 **Format and Signing of Proposals**

- 12.3.1 Proposals shall be prepared using MS Word 2010 or PDF software only.

Tenderers shall not submit their Proposals in any other electronic format without MWC's prior written approval.

- 12.3.2 Tender Forms shall be completed, by typing, all the forms in their entirety (within the designated fields) according to the requirements thereof.

Supplementary information submitted by the Tenderers shall not substitute the information required to be included within the Proposal pursuant to the provisions of this Request for Proposals and in any event of discrepancy between the two, the contents of the Tender Forms shall take precedence.

- 12.3.3 The Proposals shall be clearly divided into two (2) separate parts which shall include and be marked as follows:

12.3.3.1 **Part 1.** This Part 1 shall include all contents of the Proposal, as identified under Section 12.2 (*Documents Comprising the Proposal*), **save for the Price Proposal**, referred to in Section 12.2.4 above, which shall be inserted separately within Part 2 as provided in Section 12.3.3.2 (*Proposal – Part 2*) hereunder.

Part 1 shall include a table of contents listing all documents included therein by order of appearance and reference to the corresponding Sections of this **Volume 1** (*Request for Proposals*).

All documents included within Part 1 shall be set together in one or more binders which shall all be marked as "**Tender no. 69-2015-2 - Proposal Part 1**".

12.3.3.2 **Part 2.** The Price Proposal, referred to in Section 12.2.4 above – Tender Form K shall be inserted into a sealed envelope which shall be marked as "**Tender no. 69-2015-2 - Proposal Part 2 - Price Propo,sal**".

12.3.4 All Proposal documents must be typed legibly and indelibly and duly signed by the Tenderers and by the authorized signatories of any other required signee and by the authorized signatories of each Member of the JV (as applicable). Each volume / binder comprising the Proposal documents shall be consecutively numerated. At the first page of each volume / binder the Tenderer shall mark clearly the number of pages included in the said volume / binder and shall duly sign the first and last page thereof.

12.3.5 Tenderers shall submit one (1) original and five (5) identical copies of the documents comprising each Proposal which shall be submitted by courier together with two (2) electronic copies: one (1) in Microsoft Word on USB and the second in PDF format.

Notwithstanding the foregoing:

- (a) **Volume 1** (*Request for Proposals*) - **Volume 2** (*Contract*), as may be amended by MWC in accordance with Section 0 (*Amendment of Tender Documents*) hereof, shall be signed by the Tenderers and submitted in one (1) original copy;
- (b) The Price Proposal as set out in Section 8.1 (*Price Proposal*) to be included in Part 2 in accordance with the provisions of Section 12.3.3.2, shall be submitted in one (1) original and one (1) identical copy which shall be attached to Proposal Copy No. 1.

12.3.6 The original set of the Proposal documents shall include the original signatures on all documents, in accordance with Section 12.3.4 and 12.3.5 hereof. The other copies of the Proposal documents submitted in accordance with the provisions of Sections 12.3.4 and 12.3.5 shall include the complete set of the Proposal documents (other than the Price Proposal which shall be made in accordance with the provisions of Section 12.3.5(b)).

12.3.7 The original set of the Proposal documents and each of the copies thereof shall be packed, sealed and submitted in separate boxes, labeled in accordance with the provisions of Section 12.2 (*Documents Comprising the Proposal*). All sets of Proposal documents shall be clearly marked as "**Original**", "**Copy no. 1**" or "**Copy no. 5**", as appropriate. In the event of any discrepancy, MWC, at its sole discretion, shall determine the prevailing Proposal documents.

12.3.8 In the event deemed applicable, Tenderers shall mark clearly on Copy no. 2 those parts that contain, to the Tenderers' opinion, information of a commercially sensitive or secret nature and shall mark such copy as "**Copy no. 2 - Containing Tenderer's Confidentiality Statement**". General confidentiality statements shall be disregarded. Notwithstanding, it is hereby emphasizes that the prices quoted in the Proposal (including the Price Proposal) shall not be deemed to constitute information of a commercially sensitive or secret nature. For the avoidance of any doubt, MWC shall not be bound to accept the Tenderers' confidentiality statements as marked or any restriction therein, and these are provided to MWC's convenience without derogating from MWC's right and discretion as provided under Article 21(5) of the **Mandatory Tender Regulations, 1993 - 5753**.

In the event a Tenderer requests to review any of the Proposals, subject to the provisions of this **Volume 1** (*Request for Proposals*) and all Laws and Regulations, it acknowledges that it shall be prevented from reviewing those parts and details it had indicated as confidential in its Proposal also in the event its request for confidentiality was not approved by MWC.

12.3.9 Review of the Proposal, of which Tenderer was declared as the Preferred Tenderer, shall be conducted as per the provisions of the aforesaid Article 21(5) while Tenderers shall be required to bear expenses in the sum of two hundred (200) ILS per each hour MWC or any entity on its behalf is involved in the preparation and performance of the requested review. In the event a Tenderer wishes to receive a copy of the Proposal (excluding information MWC accepts to constitute confidential information) – it shall bear expenses equal to 0.5 ILS per page (in addition to the aforesaid sum).

12.3.10 The complete Proposal shall be without alterations, reservations, interlineations, additions or erasures, except for those that have been made pursuant to instructions issued in writing by MWC, or as necessary to correct errors made by the Tenderer. The Tenderer shall initial the right-hand side of each section of the Proposal where such entries, corrections or amendments have been made. MWC may disregard any alterations, reservations, interlineations, additions or erasures included in the Proposal which were not approved by it in advance. In the event MWC decides to exercise its said right without it being obligated to do so, such Tenderer will be to its Proposal while disregarding any such alterations, reservations, interlineations, additions or erasures.

13. SUBMISSION OF PROPOSALS

13.1 Instructions for Submission

13.1.1 The Proposals shall be submitted via courier to:

c/o **Mr. Avi Assayag** – Tender Committee Coordinator (P.O.C)

9 Lincoln St., Tel Aviv

Zip Code - 61201, Israel.

Tel: 972-(0)3-6230781

Fax: 972-(0)3-6230568

E-mail: assayaga@mekorot.co.il

13.1.2 Tenderers are required to maintain one complete copy of their submitted Proposals and copies of all their correspondences with MWC and all addenda issued thereby after the Submission Date.

13.2 **Submission Date**

13.2.1 Parts 1 – 2 of the Proposal, as referred to in Section 12.3.3 above, shall be inserted into one binder which shall be marked "**Tender no. 69-2015-2 Proposal**". Proposals must be deposited in the tender box indicated ("**Tender no. 69-2015-2**") on floor number seven (7) at MWC's offices (at the address indicated in Section 13.1.1), set forth under the above Section 2.2 (*Time Schedule*) **between 09:00 – 16:00 (local time)** (the "**Submission Date**").

It shall be the Tenderer's sole responsibility to ensure its representative approaches MWC's POC for the purpose of being provided with an approval confirming the Proposal was submitted.

13.2.2 MWC may, at its sole discretion, reject any Proposal, which shall be received by MWC after **16:00** on the Submission Date.

13.2.3 Should MWC decide to exercise any of its rights and hold advanced stage/s, in accordance with Section 15 (*Negotiation and Advanced Stages*), it shall schedule additional submission deadlines, for such stage, and all provisions contained in this Request for Proposals regarding the Submission Date shall apply, *mutatis mutandis*.

14. **VALIDITY, CLARIFICATIONS, PRESENTATIONS AND AMENDMENTS OF PROPOSALS**

14.1 **Validity Period**

14.1.1 Proposals shall remain valid and open for review by MWC for a period of six (6) months after the Submission Date as such period may be extended from time to time upon MWC's demand (hereinafter: "**Validity Period**"). Where a Tenderer objects to an extension exceeding three (3) months, MWC will enable such Tenderer to withdraw its Proposal, and the provisions of Section 14.1.5 below shall not apply.

- 14.1.2 Should MWC decide to conduct any advanced stage/s to the RFP Selection Stage pursuant to Section 15.2 (*Shortlisting of Tenderers*) or Section 15.3 (*Best and Final Stage*), the Proposals of those Tenderers, which shall not be invited to participate in the advanced stage/s, shall remain valid until the date of submission of Proposals in such advanced stage/s.
- 14.1.3 The validity of the Proposal of the Preferred Tenderer shall be extended for such period as will be required to ensure the continuing effect of the Proposal until Signature Date.
- 14.1.4 Notwithstanding the provision of Section 14.1.1 above, the Validity Period of the Proposal of the Second Ranked Tenderer in the RFP Selection Stage shall be extended and shall remain valid for a period of six (6) months from the date of receipt of MWC's notice of the selection of the Preferred Tenderer. The Proposal of the Second Ranked Tenderer shall expire following the earlier of: (a) the Signature Date, or (b) the end of its Validity Period, as extended in accordance with this Section 14.1.4.
- 14.1.5 No Proposal may be withdrawn between the Submission Date and the expiration of the Validity Period, as extended pursuant to the provisions of this Request for Proposals.
- 14.1.6 It is hereby explicitly clarified that albeit MWC 's rights, including with regard to requiring the extension of the Validity Period, the Tenderer holds the sole responsibility to ensure its Proposal is at all times valid and, in the event needed, to timely confirm, on its own initiative, the extension of the Proposal's Validity Period.

14.2 Clarifications and Presentations

14.2.1 At any point up to the notification of the Preferred Tenderer pursuant to Section 16 (*Selection of Preferred Tenderer and Signature of Contract*) hereof, MWC may, at its sole discretion, ask any of the Tenderers, individually or simultaneously, for clarifications of their Proposals. MWC may require any Tenderer to supplement its Proposal with whatever details, drawings, specifications and descriptions deemed necessary by MWC, at its sole discretion, to allow complete evaluation of the Proposal. Any such additional information, provided by the Tenderer to MWC, shall be deemed part of such Tenderer's Proposal.

14.2.2 At any point up to the notification of the Preferred Tenderer pursuant to Section 16 (*Selection of Preferred Tenderer and signature of Contract*) hereof, MWC may, at its sole discretion, ask any of the Tenderers individually or simultaneously, to give frontal presentations of their Proposals or any part thereof, in a form and manner to be notified to them by MWC and on the date MWC requires, providing at least two week prior notice. At MWC's discretion, other consultants on its behalf may participate in such presentation meetings.

14.3 Notification of Changes and Amendments to Proposals

14.3.1 Throughout the RFP Selection Stage, Tenderers are required to notify MWC of any change in the Tenderer or Member or in circumstances or any event, including such changes or events which may require an amendment of a submitted Proposal (in the event such changes occurred after Submission Date).

14.3.2 Without derogating from the above, no Proposal may be amended or modified subsequent to the Submission Date, except as a result of any amendment, modification or adjustment of any Proposal or parts thereof, requested by MWC in accordance with the provisions of this Request for Proposals.

15. NEGOTIATIONS AND ADVANCED STAGES

15.1 Negotiation with Tenderers

15.1.1 MWC will be entitled, at its sole discretion, to conduct negotiations with any of the Tenderers in any way it deems suitable and in any of the stages of the RFP Selection Stage, including the advanced stages set forth in Section 15.2 (*Shortlisting of Tenderers*) and Section 15.3 (*Best and Final Stage*) hereof, and to cease such negotiations at any time.

15.1.2 MWC will be entitled, at its sole discretion, to negotiate individually with one of the Tenderers or simultaneously with more than one of the Tenderers and to cease such negotiations at any time. MWC will be entitled to amend any part of the Tender Documents or to request Tenderers to modify, change or improve their Proposals in any aspect thereof, whether technical, financial or otherwise.

15.2 Shortlisting of Tenderers

15.2.1 MWC shall be entitled to request Proposals from a shortlist of two or more Tenderers, at MWC's sole discretion, in accordance with the provisions of this Request for Proposals.

15.2.2 In addition to and without derogating from its general prerogatives pursuant to this Request for Proposals, in such shortlist stage, MWC may publish an amended set of Tender Documents, or a document that amends parts of the previous Tender Documents and may request Tenderers to submit Proposals on the basis of the amended Tender Documents, including any changes in the Project's scope of work. In this framework MWC may amend the QS (including any of the QS criteria), PPS or the FPS or set any additional requirements with which Tenderers shall be required to comply with in their modified submission of Proposals

15.3 **Best and Final Stage**

15.3.1 MWC reserves its right to hold a best and final stage between all Tenderers whose Proposals met the Threshold Requirements and achieved the MQS by way of allowing them to submit an updated Price Proposal in accordance with the provisions of Article 17E(2) of the Mandatory Tender Regulations. In the event MWC decides to make use of any additional stage, the provisions of this **Volume 1** shall apply upon the conduct of such additional change *mutatis mutandis*.

15.3.2 Subject to the applicable Laws and Regulations, MWC reserves its right to negotiate with one or all of the Tenderers.

15.4 **Additional Provisions**

- 15.4.1 MWC intends to conduct the RFP Selection Stage and to select the Preferred Tenderer in the most efficient and advantageous manner. For this purpose MWC may, at its sole discretion, waive any of its rights under this Section 15 (*Negotiation and Advanced Stages*), or exercise such rights in any manner MWC shall deem fit.
- 15.4.2 The decision whether to proceed to any advanced stage under Sections 15.2 (*Shortlisting of Tenderers*) 15.3 (*Best and Final Stage*) shall be made by MWC, at its sole discretion, taking into account, *inter alia*, the benefit expected of such advanced stage to the RFP Selection Stage, the success of the Project or MWC's advantage. While considering whether to implement its aforesaid discretion, MWC may also address the following considerations:
- (a) The difference between the scoring of the leading Proposal in comparison to the other Proposals;
 - (b) The satisfaction of MWC from the FTS of the leading Proposal as well as the QS, PPS and FTS given to such Proposal.
- 15.4.3 The above considerations shall be taken into account by MWC in determining the number of participants, which shall be invited to participate in any such advanced stage of the RFP Selection Stage.
- 15.4.4 For the removal of any doubt, it is hereby clarified that only Tenderers of which Proposals which have met the Threshold Requirements and achieved the MQS may be invited by MWC to participate in any advanced stages under Sections 15.2 (*Shortlisting of Tenderers*) and 15.3 (*Best and Final Stage*) hereof.

15.4.5 MWC reserves the right to reinstate any Tenderer or any Proposal at any stage of the RFP Selection Stage, subject to the consent of such Tenderer, and subject to such Tenderer's compliance with all the requirements and criteria set for such stage.

15.4.6 MWC may exercise its rights under this Section 15 (*Negotiation and Advanced Stages*) any number of times during the evaluation of the Proposals.

16. SELECTION OF THE PREFERRED TENDERER AND SIGNATURE OF CONTRACT

16.1 The Tenderer obtaining the highest FPS shall be declared as the Preferred Tenderer (the "**Declaration**" and the "**Preferred Tenderer**" respectively). The Declaration will be issued to all Tenderers. The Tenderer obtaining the second highest FPS shall be declared as the "**Second Ranked Tenderer**".

16.2 As condition precedent for the signature of the Contract in the form of **Volume 2 (Contract)** (as may be amended by MWC pursuant to the provisions of this **Volume 1**), the Preferred Tenderer shall promptly (and in any event by no longer than thirty (30) days from issuance of the Declaration) furnish MWC with insurance policies which are subject to MWC's approval as being compatible with the requirements set forth under Section 21 (*Insurance*) of **Volume 2 (Contract)**.

16.3 Within seven (7) days after MWC approves the submitted insurance policies, the Preferred Tenderer shall sign the Contract and submit it to MWC. After MWC signs the Contract the Preferred Tenderer shall be referred to as the CMC.

- 16.4 In any event the Preferred Tenderer fails, for any reason whatsoever, to fulfill its undertakings in accordance with this **Volume 1** (*Request for Proposals*) including with respect to getting MWC's approval for the submitted insurance policies, or failure to sign the Contract or to fulfill any of its contractual undertakings after the Contract is signed and pursuant thereto, MWC reserves the right to substitute such Tenderer by nominating, instead, the Second Ranked Tenderer as a CMC. In such event all provisions relating to the Preferred Tenderer shall apply on such Second Ranked Tenderer.
- 16.5 It is hereby explicitly provided that in any event MWC decides, for which any reason whatsoever, not to exercise its right in accordance with Section 16.4 such decision shall not be construed as constituting the Second Ranked Tenderer or anyone on its behalf with any right or give rise to any claim or entitlement. Similarly, the Second Ranked Tenderer and anyone on its behalf shall not have any right, claim or entitlement in circumstances under which MWC does exercise its right under Section 16.4 but chooses, for any reason whatsoever, at any time, not to nominate the Second Ranked Tenderer as the CMC. As such MWC's aforesaid right shall not be construed as constituting an obligation on its behalf to exercise such right.
- 16.6 The nomination of the Second Ranked Tenderer as a CMC shall be conditioned upon its submission of the insurance policies and their approval by MWC.
- 16.7 Without derogating from any of its rights as provided under **Volume 1** (*Request for Proposals*), MWC will not declare a Preferred Tenderer, in the event only one (1) Proposal was submitted or only one (1) Proposal was found to comply with all Threshold Requirements and MQS. In the event any such circumstances occur, MWC will call upon the annulment of the RFP Selection Stage without that entitling any Tenderer or any entity on its behalf to any remedy, claim or right from MWC or anyone on its behalf.

17. GENERAL PREROGATIVES OF MWC

17.1 Postponement of Dates

MWC may, at its sole discretion, postpone any of the dates determined by it in relation to the RFP Selection Stage or specified in this Request for Proposals, including the Submission Date, by issuing an addendum in accordance with Section 0 (*Amendment of Tender Documents*).

17.2 Tender Committee's Sub-Committees, Working Teams and other Consultants

17.2.1 MWC has nominated sub-committees, working teams and other consultants (internal and external) to provide assistance in its work, and reserves the right to nominate any additional sub-committees, working teams and other consultants, as it shall deem beneficial during the RFP Selection Stage.

17.2.2 Subject to the provisions of all Laws and Regulations, MWC may exercise any of its rights under the Tender Documents through any of the sub-committees, working teams and other consultants nominated by MWC for this matter and delegate any of its rights and duties.

17.3 Alterations and Revised Proposals

17.3.1 Notwithstanding anything to the contrary in this Request for Proposals, where MWC deems it necessary for the benefit of the Project, for the benefit of the RFP Selection Stage or for the benefit of MWC, it may, at its sole discretion, alter any of the requirements and instructions contained in the Tender Documents, including the Project's scope of work, or alter the RFP Selection Stage, as it may find appropriate.

17.3.2 Where MWC has exercised its right under the provisions of this Section 17.3 (*Alterations and Revised Proposals*), it may request Tenderers to submit revised Proposals on the basis of the altered Tender Documents or RFP Selection Stage.

17.4 Annulment of RFP Selection Stage

Without derogating from the provisions provided under Section 16.7, MWC reserves the right to annul the RFP Selection Stage and to reject all Proposals at any time (including after selection of the Preferred Tenderer) for any reason, at its sole discretion, without thereby incurring any liability to the affected Tenderers or anyone on their behalf including third parties.

17.5 MWC's Right Not to Accept any Proposal

MWC will not be bound to accept any Proposal at all including after Submission Date.

17.6 No Compensation

Tenderers and any third party on their behalf shall not have the right to claim any damages, expenses or other relief in connection with the exercise by MWC of any of its rights including those set forth under this Section 17 (*General Prerogatives of MWC*).

17.7 **Deviations**

MWC reserves the right to allow, at its sole discretion, deviations from any of the requirements of the Tender Documents including any of the Threshold Requirements, if MWC believes that such deviations do not materially affect the capability of a Tenderer to carry out the Project. MWC's right, in accordance with this Section 17.7, shall be applied subject to its independent discretion and will not be construed or interpreted to constitute an obligation MWC must exercise.

17.8 **MWC 's right and discretion under Laws and Regulations**

MWC shall be entitled to exercise, in full or in part, one or all of the rights or discretion provided under all applicable Laws and Regulations also in the event such were not identified under this **Volume 1** or other Tender Documents. MWC's use or misuse of any of the rights reserved to it under the Tender Documents and/or under all Laws and Regulations shall not entitle the Tenderer's for any claim against MWC.

18. DISQUALIFYING CONDITIONS AND EVENTS

Without derogating from MWC's rights and authorities under the Tender Documents and all Laws and Regulations to determine, *inter alia*, the disqualification of a Tenderer from the RFP Selection Process, the following conditions and events may lead to disqualification of Tenderers, at MWC's sole discretion, at any stage during the RFP Selection Stage. In the event of a Joint Venture, the disqualifying conditions and events apply separately to each of the JV's Members³ (hereinafter in this Section 18 jointly referred to as "**Tenderer**").

³ Accordingly, a Joint venture may be disqualified from participating in this RFP Selection Stage under circumstances where a disqualifying condition or event had occurred with respect to one of its Members.

- 18.1 The commencement of bankruptcy, receivership, liquidation or reorganization, reconstruction or composition of creditors proceedings against the Tenderer or a similar situation, unless such proceedings are discharged within a reasonable period of time, as determined by MWC, at its sole discretion, or if an interim or permanent receiver, liquidator, administrator or examiner or similar officer is appointed over the Tenderer the assets thereof, or if the Tenderer has become insolvent;
- 18.2 The commencement of any voluntary action for the liquidation of the Tenderer, except for the purposes of merger or reconstruction, on terms approved in writing by MWC;
- 18.3 Commencement of any legal proceedings, which allegedly relate to an offence, which in the MWC's opinion affects the professional integrity of the Tenderer;
- 18.4 Commitment of a grave error by any Tenderer in the performance of its profession;
- 18.5 Employment of or engagement with a consultant or an expert, who was/is employed by MWC or MWC's Tender Committee or any other Relevant Authority in relation to the Project without the prior written approval of MWC;
- 18.6 Participation of a Tenderer that is suspected of being involved in criminal activity or of being hostile to the State of Israel or that is a resident of a country which does not have diplomatic relations with the state;
- 18.7 The existence of a material conflict of interest in a Tenderer in connection with the Project;

- 18.8 Any change of the Tenderer's composition after Submission Date which was not approved in advance by MWC in writing and which result is the Tenderers' non-compliance with the provisions of this **Volume 1** (*Request for Proposals*) including with respect to the provisions of Section 5 (*Composition of Tenderers*) and the Threshold Requirements;
- 18.9 Any event or change in circumstances in the Tenderer, which would have adversely affected the Tenderer's capacity to be approved as a Tenderer, had it occurred prior to the commencement of the RFP Selection Stage;
- 18.10 Any material breach of the provisions of the Request for Proposals, including the submission of any false or incomplete information to MWC;
- 18.11 Noncompliance with the provisions of Section 3.4 (Submittal of one Proposal);
- 18.12 Any other event or circumstances which MWC shall consider, at its sole discretion, as justifying disqualification of any Tenderer.

The Tenderer shall promptly notify MWC in any event that any of the above conditions or events occurs.

Upon occurrence of any of the above conditions or events, MWC reserves the right to stipulate, at its sole discretion, a Tenderer's right to participate (or continue to participate) in the RFP Selection Stage, by imposing any condition or instruction it deems appropriate or to disqualify such Tenderer from participating (or continue from participating) in the RFP Selection Stage.

19. MISCELLANEOUS

19.1 Submittals by Tenderers

Where a designated submittal date determined in this Request for Proposals or by MWC falls on a day which is not a Working Day, Tenderers shall submit the relevant submittal on the following Working Day.

19.2 Tenderers Commitment to their Proposals

Tenderers shall be bound to their Proposals, as amended, modified, enhanced or adjusted in accordance with the provisions of this **Volume 1** (*Request for Proposals*).

19.3 Information Supplied in the Tender Documents

19.3.1 No representation, warranty or undertaking, express or implied, is or shall be made, and no responsibility or liability is or shall be accepted by MWC, the Tender Committee, their consultants and anyone acting on their behalf as to, or in relation to, the accuracy or completeness of the Tender Documents, any statement made therein, or to any other written or oral information made available to the Tenderers or to anyone on their behalf, and any such responsibility or liability is hereby expressly disclaimed. MWC, the Tender Committee, their consultants and anyone acting on their behalf shall not be liable for any error, misstatement or omission.

Notwithstanding the aforesaid, it is hereby clarified that the aforesaid shall not apply in relation to inaccurate information provided in the Tender Documents, in the event that such information was known by MWC, the Tender Committee, their consultants and anyone acting on their behalf to be inaccurate on the date of its provision to the Tenderers.

19.3.2 MWC, the Tender Committee, their consultants and anyone acting on their behalf shall bear no responsibility whatsoever for any loss, damage, or injury suffered by Tenderers, employees, officers, agents, consultants or any other persons or entities to whom Tenderers may be contractually or legally responsible by reason of any use of information contained in the Tender Documents, or for any action or forbearance in reliance thereon.

19.4 **Independent Research and Inquiries**

19.4.1 Tenderers shall independently acquire, review, examine, interpret and evaluate, as experts, all aspects of the Project and all factors and data that may be deemed to affect the carrying out of the Services and their undertakings and obligations under the Tender Documents, including legal risks, technical risks, financial risks, political risks, security risks, design and construction risks, commissioning risks, risks associated with the DB Tunnel Project and its impact upon the CMC and all other information which may be necessary or useful for the preparation of the Proposal. Tenderers shall conduct all investigations, analyses and reviews they deem required in order to verify or complete the said information, or ensure its entirety, correctness and accuracy, and any information which a Tenderer acquires or receives in connection with the Project shall be at the Tenderer's full and sole responsibility and liability.

19.5 Confidentiality

19.5.1 Tenderers shall keep strictly confidential the contents of the Tender Documents and any other documents and information, whether written or oral, received or obtained by them or on their behalf in connection with the RFP Selection Stage and the Project, or in discussions relating thereto, except for any such information which is in the public domain, and shall not disclose such information or document in any manner.

19.5.2 Subject to the provisions of all Laws and Regulations, MWC undertakes to preserve as confidential the contents of all Proposals submitted to it, and will not disclose, divulge, or permit any unauthorized Person access to any part of such Proposals, until the earlier of:

- (c) the end of the RFP Selection Stage, or:
- (d) the date on which such Proposal has been withdrawn or deemed unsuccessful.

Thereafter, MWC shall preserve as confidential only those parts of the Proposals, which to MWC's opinion contain information of a commercially sensitive or secret nature.

Without derogating from the generality of the foregoing, the referral of such information by MWC to any of its sub-committees, consultants, working teams or to any other Person acting on its behalf, and to any other Person assisting MWC's members and consultants within their organizations, shall not be deemed a breach of the MWC's undertaking of confidentiality.

19.5.3 Notwithstanding Section 19.5.1 and Section 19.5.2, the undertaking of confidentiality will not apply to information that:

- (e) is or becomes generally known to the public otherwise than as a result of a breach of Section 19.5.2 (*Confidentiality*);
- (f) the relevant party approves its unrestricted release by written authorization; or
- (g) is required to be disclosed by Laws and Regulations or by an order of an Relevant Authority.

19.5.4 The provisions of this Section 19.5 (*Confidentiality*) shall also apply upon the Tenderers, employees, officers, agents, consultants of the Tenderers, and any other person acting on the Tenderers behalf. It is the full and sole responsibility of the Tenderers to ensure that they and their, employees, officers, agents, consultants and any other Person or entity acting on their behalf abide by the terms of this Section 19.5 (*Confidentiality*).

19.6 **Information contained in Tender Documents and Proposals**

19.6.1 All documentation issued by MWC in connection with the Request for Proposals and the RFP Selection Stage is and shall remain the property of MWC and may only be copied and used for the purpose of preparing the Proposals.

19.6.2 With respect to the Preferred Tenderer, all know-how and technical information and any other information, including all Intellectual Property, contained in any part of its Proposal shall be subject to the rights and obligations set forth in the Tender Documents, and MWC's use of such Preferred Tenderer's Intellectual Property shall be as set forth in the Tender Documents. For the removal of doubt, it is hereby clarified that mandatory disclosure by MWC of know-how and technical information and any other information, including all Intellectual Property, contained in any Proposal, pursuant to any Laws and Regulations and under an order of a Relevant Authority shall not be regarded as MWC's use of such know-how and information under this Section 19.6.2.

19.7 **Prohibition on Solicitation and Communications**

19.7.1 Tenderers and all of its affiliates, subsidiaries or related parties, shall not:

- (a) Directly or indirectly lobby or solicit MWC, the Tender Committee or any other Relevant Authority or any employee, consultant or representative of any of the foregoing with respect to the Project or the RFP Selection Stage; or
- (b) Directly or indirectly communicate with other Tenderers and all of their affiliates, Subsidiaries or related parties regarding any aspect of the Project or their respective Proposals.

19.7.2 Solicitation and communication activities as described in Section 19.7.1 above may disqualify, at the MWC's sole discretion, the Tenderers involved, without derogating from any other rights and remedies of MWC.

19.8 **Cost of Tendering**

19.8.1 All costs incurred in relation to the preparation and submission of the Proposals shall be borne solely by the Tenderers and shall not be reimbursable under any circumstances.

19.8.2 Without derogating from the provisions of Section 17.6 (*No Compensation*) in the event of alteration of the Tender Documents or the RFP Selection Stage or in the event of submittal of additional information by the Tenderer at MWC's request or in the event of Proposals being rejected for whatever reason or in the event the RFP Selection Stage is annulled by MWC at any stage for any reason whatsoever, Tenderers will not be entitled to any refund of expenses or to any compensation or to any payment of any sort.

19.9 **RFP Selection Stage Procedures**

By participating in this RFP Selection Stage, Tenderers are giving their consent to the procedures and MWC's rights as incorporated in this **Volume 1** (*Request for Proposals*) and will not thereafter be entitled to contest the validity of such rights or procedures should MWC choose to implement any of them.

19.10 **Governing Law**

19.10.1 The RFP Selection Stage shall be governed by and construed in accordance with the Laws and Regulations of the state of Israel. Without derogating from the aforesaid, the applicable courts in Tel-Aviv-Jaffa shall have the exclusive jurisdiction with respect to all matters and all disputes arising in connection with the RFP Selection Stage.

- 19.10.2 Should a competent court finds that any of the sections contained in the Tender Documents or parts of any such section or sections are invalid or void, or unenforceable, subject to MWC's discretion and decision, this will not derogate from the remaining parts of the Tender Documents that will remain in full force and binding effect, in all respects. Nothing herein contained shall derogate MWC's discretion to vary or cancel the RFP Selection Stage, in such a case.
- 19.10.3 By submitting a Proposal each Tenderer (including a Tenderer or JV Member which is a Foreign Company) shall be deemed to acknowledge its acquaintance with all Laws and Regulations which may be applicable to the Project, and that it will comply with all such Laws and Regulations and obtain all permits or approvals required thereunder or by any Relevant Authority.
- 19.10.4 Each Tenderer is assumed to have consulted with legal, technical, engineering and financial advisors, and any other advisors - as necessary with respect to the Project, prior to the preparation of its Proposal.
- 19.10.5 The Tenderers and the Proposals submitted by them, shall abide by all applicable Laws and Regulations.
- 19.10.6 In any event amendments are made to any Laws and Regulations that may apply upon this Tender or Tenderers, than such amendments shall bind the Tenderers who shall act in accordance therewith.

19.11 No Conflict of Interests

19.11.1 Tenderers confirm they have no contact or engagement with the DB Tunnel Project Preferred Tenderer or with any other entity which may result in a conflict of interests or the appearance thereof. MWC reserves the right to forbid the further participation in this Tender of entities which have contact or engagements with the DB Tunnel Project Preferred Tenderer or with any other entity which may result in a conflict of interests, allow the participation or stipulate the terms and conditions under which the participation of such entities in this Tender may continue and participate in the Tender.

19.11.2 Without derogating from the provisions of Section 18 (*Disqualifying Conditions and Events*), MWC may disqualify Tenderers and Proposals which do not comply with the provisions of this Section 19.11 (*No Conflict of Interests*).

19.12 Severability

Any part, provision or section of the Tender Documents being found to be invalid or unenforceable shall not affect the validity or enforceability of any other part, provision or Section. Such invalid or unenforceable part, provision or Section shall be deemed severed from the Tender Documents, which shall be construed and enforced without reference to such part, provision or Section.

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ANNEX A

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

Request For Clarification (“RFC”) Form

Date:	
From:	
Address:	
Email Address:	

RFC No.	Section/ Document (reference to section, and document to which the clarification relates)	Subject/Title	Request for Clarification

ANNEX B

QS (Quality Score) Evaluation Criteria⁴

All terms shall have the meaning ascribed thereto in the RFP, unless otherwise defined within this Annex B.

For the purpose of the Evaluation Criteria, the term “**Tunnelling Project**” shall mean the construction of a tunnel structure **(i)** the length of which is, at least, five (5) kilometers in continuous length; and **(ii)** the excavation diameter of which is, at least, three (3) meters⁵.

For the purpose of the Evaluation Criteria, the term “**Shaft Project**” shall mean the construction of a shaft structure **(i)** the excavation depth of which is, at least, fifty (50) meter deep; and **(ii)** the excavation diameter of which is, at least, seven (7) meters.

Evaluation Criteria	Weighted Score	Sub-Criteria Number	Sub-Criteria Requirements	Sub-Criteria Grades of Scoring	Sub-Criteria Allocation of Points per Grade	Total Allocation of Points for Sub-Criteria
The Tenderer's ⁶ experience in	60%	1	Project management or construction management services on Tunnelling	Up to 2 compliant Tunnelling Projects	2	6

⁴ See Minimum Quality Score – as required under Section 9.1.2 of **Volume 1** (*Request for Proposals*).

⁵ Please note that this particular detail differs from the dimension required under the Threshold Requirements in the RFP.

⁶ Either by itself or by one or more of the Key Personnel (as applicable).

providing project management or construction management services.		Projects from, at least, the commencement of excavation and until their Completion. Such Tunnelling Projects are required to be water tunnel projects, sewage tunnel projects or drainage tunnel projects.	3 to 5 compliant Tunnelling Projects	5	
			6 or more compliant Tunnelling Projects	6	
	2	Project management or construction management services on Shaft Projects from, at least, the commencement of excavation and until their transfer and acceptance by the respective owner (including in the event such acceptance was subject to completion of minor deficiencies).	Up to 2 Shaft Projects	4	6
			3 to 5 Shaft Projects	4	
			6 or more Shaft Projects	6	
	3	Project management or construction management services on Tunnelling Projects excavated by Tunnel Boring Machines (TBM) ⁷ from, at least, the	Up to 5 TBM Tunnelling Projects	2	8
6 to 7 TBM Tunnelling Projects			5		

⁷ Other tunnelling methods, such as Pipe Jacking or Micro-Tunnelling, **shall not** be accepted for the purpose of scoring this item.

			commencement of excavation and until their Completion.	8 or more TBM Tunnelling Projects	8	
	4	Project management or construction management services on Tunnelling Projects excavated by drill and blast method from, at least, the commencement of excavation and until their Completion, which Completion shall not be earlier than 1.1.2004.		Up to 4 drill and blast Tunnelling Projects	2	5
				5 to 8 drill and blast Tunnelling Projects	3	
				9 or more drill and blast Tunnelling Projects	5	
	5	Project management or construction management services on Tunnelling Projects including waterproofing systems from, at least, the commencement of excavation and until their Completion. Such Tunnelling Projects are required to be water tunnel projects, sewage tunnel projects or drainage tunnel projects.		Up to 2 compliant Tunnelling Projects	2	5
				3 to 5 compliant Tunnelling Projects	4	
				6 or more compliant Tunnelling Projects	5	
	6	Environmental supervision services on		Supervision of effect	2	6

			Tunnelling Projects, including with effect to groundwater, surface water, flora and fauna. Such Tunnelling Projects are required to be water tunnel projects, sewage tunnel projects or drainage tunnel projects.	to groundwater		
				Supervision of effect to surface water	2	
				Supervision of effect to flora and fauna	2	
		7	Project management or construction management services on at least one Design-Build water transport Tunnelling Project from, at least, the commencement of excavation and until its Completion, which Completion shall not be earlier than 1.1.2010.		3	3
		8	Accompanying and supervising services to a project owner in relation to the design of a TBM (whether tailor made or refurbished) its manufacture, factory acceptance tests, site acceptance tests, performance control and analysis, including producing	Accompanying and supervising services as described on up to 3 separate projects.	2	4
				Accompanying and supervising services as described on 4 or	2	

			reports thereof to the owner.	more separate projects.		
		9	Project management or construction management services on rock mining projects using the following methodology: 1. Hard Rock or Hybrid TBM 2. Drill & Blast 3. Probing and Grouting	Hard Rock or Hybrid TBM	2	5
				Drill & Blast	2	
				Probing and Grouting	1	
		10	Project management or construction management services on projects where ground conditions included karst rock or other cavity type rock.		5	5
		11	Completion of project management or construction management services on a tunnelling project ⁸ which is operational as of the Submission Date e and which	Drinking water tunnel project	4	7
				Drainage tunnel project	1	

⁸ The requirements of the “Tunneling Project” definition are not applicable in this instance.

			is either a drinking water tunnel project, sewage tunnel project, drainage tunnel project, road or rail tunnelling project ⁹ .	Sewage tunnel project	1	
				Road or rail tunnel project	1	
The Key Personnel	40%	12	The Tunnelling Construction Manager has served as the project manager or construction manager of the following types of tunnelling projects ¹⁰ from, at least, the commencement of excavation and until their Completion.	At least 2 TBM tunnelling projects	19	25 ¹¹
				tunnelling projects including waterproofing systems	3	
		13	The QA Manager has served as the QA team manager or a QA team member of the following types of tunnelling projects ¹² from, at least, the commencement of excavation and until	At least 2 tunnelling projects including waterproofing systems	2.5	5
				Water tunnelling projects	3	
				Water tunnelling projects	2.5	

⁹ The requirements of the “Tunneling Project” definition are not applicable in this instance.

¹⁰ The requirements of the “Tunneling Project” definition are not applicable in this instance.

¹¹ Minimum Quality Score - See Section 9.1.2(a) of **Volume 1** (*Request for Proposals*).

¹² The requirements of the “Tunneling Project” definition are not applicable in this instance.

			their Completion	project		
		14	The TBM Expert has served as a TBM consultant on the following types of tunnelling projects ¹³ from, at least, the commencement of excavation and until their Completion	Up to 3 TBM tunnelling projects	3	10 ¹⁴
				4 or more TBM tunnelling projects	10	

¹³ The requirements of the “Tunneling Project” definition are not applicable in this instance.

¹⁴ Minimum Quality Score - See Section 9.1.2(b) of **Volume 1** (*Request for Proposals*).