

To: Conference Representative

16.06.2016

**Kisalon 2 Pumping Station
Tender No. R-19/2015
Design, Supply, Installation and Commissioning of Electrically Operated Pumping
Units and Associated Services**

Addendum and Clarification #11

Pursuant to the provisions of Section 16.3 (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 16.3.5, this addendum shall constitute an integral part of any Tenderer's Proposal.

Amendments to the Contract	
Add the following new Sections 23A and 23B:	<p>23A. <u>Liability for Damages</u></p> <p>Unless specifically and expressly stated otherwise in this Contract, and to the extent limited, the Supplier shall bear full and sole responsibility and liability for any damage (whether directly or indirectly and whether by action or omission), loss, expense, costs, or harm (“Damage”), incurred by MWC or any other Relevant Authority or any other third party arising out of or related to the Project or to the exercise of the Supplier's rights and obligations under the Contract to the extent that the Damage is caused or contributed by any act or omission of the Supplier or the Supplier's Personnel or anyone acting in its behalf, which constitute a breach of the Contract or any Laws and Regulations.</p> <p>23B. <u>Limitation of Liability for Consequential Damages</u></p> <p>i. Notwithstanding any other provision of the Contract, neither Party shall be liable to the counter Party for consequential damage,, incurred by such counter Party exceeding the aggregate sum of seven and a half million</p>

	<p>(7,500,000) ILS and each Party releases the other Party therefrom.</p> <p>ii. The exemption provided under sub-section i above shall not be construed as an exclusion of limitation of Supplier's liability with respect to the following:</p> <ul style="list-style-type: none">a. Liability for fraud, intentional misconduct or criminal acts;b. Liability for personal or bodily injury or death;c. Responsibility with respect to third parties and the indemnification therefore;d. Responsibility with respect to payment of the liquidated damages, as set forth under Section 16 (<i>Liquidated Damages</i>);e. Liability with respect to events which fall within the terms of the insurance cover required under Appendix C (<i>Insurance Requirements and Certificates</i>);f. Any losses and / or damages incurred by MWC due to the termination of the Contract for any reason. <p>iii. It is hereby clarified that where a Party initiates legal proceedings against the counterparty to the Contract, nothing contained in the Section 23B (<i>Limitation of Liability for Consequential Damages</i>) shall be construed as limiting such counterparty's right to argue in the framework of its defense that it is entitled to all remedies with respect to any consequential Damages which have been incurred by it.</p>
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Amendments to the Contract Appendices	
Appendix B – Technical Specification	Please delete Section 3.6.6 and replace with the following: <i>“All the materials and internal coatings coming into contact with water shall be approved for drinking water by one of the following</i>

	<i>standards: NSF/ANSI 61 or AS/NZS 4020 or WRAS.”</i>
Appendix B – Technical Specification	<p>Please delete Section 3.6.7 and replace with the following:</p> <p><i>“A certificate issued by the Israeli Standards Institute attesting that all the materials and the internal coatings coming into contact with water are approved for drinking water according to the Israeli Standard SI 5452 shall be submitted.</i></p> <p><i>This certificate shall be submitted only by the Preferred Tenderer (the Supplier), no later than 90 days after Signature Date.”</i></p>
Appendix B – Technical Specification Annex 3 (Alternative Components Requiring the Prior Approval of MWC)	<p>Please delete line 3.6.6 (Standard approving the contact of all materials and internal coatings (coming into contact with water) with drinking water).</p>
Appendix H - Supplier’s Information	<p>Please add a new line after line 7 which shall be numbered 7A as follows:</p> <p>Under the column entitled “The Information”:</p> <p><i>“A certificate issued by the Israeli Standards Institute attesting that all the materials and internal coatings coming into contact with water are approved for drinking water according to the Israeli Standard SI 5452”</i></p> <p>Under the column entitled “Time for Submittal”:</p> <p><i>“Within 90 days of Signature Date”</i></p> <p>Under the column entitled “Milestone”:</p> <p><i>“1”</i></p>

Tenderers are to complete and return the Acknowledgement of Receipt attached below as Annex A to MWC’s TCC.

Annex A
ACKNOWLEDGEMENT OF RECEIPT

Date: _____

To: MWC's TCC Mrs. **Lihl Cohen**, Tender Committee Coordinator, 9 Lincoln St., Tel Aviv 61201, Israel. Tel: 972-(0)3-6230650 Fax: 972-(0)3-6230568

E-mail: lcohen@mekorot.co.il.

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Addendum and Clarification #11

We hereby acknowledge receipt of Addendum and Clarification **#11**

Name of entity

Name and signature of representative