

To: Conference Representative

06.04.2016

**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 #7**

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 RFP	
Section 2.5	Please amend the title of Tender Form J in the list of Tender Forms to: "Technical Specification – Supplier's Information and Checklist"
Section 6 - TECHNICAL SPECIFICATION REQUIREMENTS. Please amend this Section as follows::	The proposed Pumping Units are to comply with the Technical Specification. This requirement shall not derogate from any of MWC's rights under this Volume 1, including its right to seek clarifications. <del>The Technical Specification requirements are set out in Tender Form J (Technical Specification Threshold Requirements).</del> Each Tenderer must complete and submit Tender Form J within its Proposal.

Amendments to the Tender Forms	
Contents List	Tender Form J title shall be amended to: "Technical Specification – Supplier's Information and Checklist"
Tender Form J -	Please replace Tender Form J with the new version as attached to this Addendum and Clarification #7 as <b>Annex B</b> . An

	additional item was introduced as item no.51.
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**Amendments to the Contract**

Section 10 (MWC's Rights to Cease Works) Please delete this Section and replace with the following:	MWC at its sole discretion at any stage of the Project may instruct the Supplier to cease, temporarily or permanently, all or part of the Works at its sole discretion.  In the event of an instruction to cease all of the Works permanently, the Supplier shall be eligible for payment in accordance with Section 11.4.1 herein below.
Section 11.4.1 (Effects of Termination for MWC's Convenience): Please delete this Section and replace with the following:	In the event of a termination for MWC's convenience, MWC shall make payment to the Supplier in respect of:  (a) any Milestone certified as completed and not already paid for;  (b) the actual direct costs MWC acknowledged that the Supplier incurred with respect to any Works MWC confirmed as completed and were not already paid for (including overheads and profit directly associated with such relative costs); and  (c) 3% of the Milestones which were cancelled as a result of such termination.  The Supplier shall not be entitled to any additional claim, payment or right including for actual or potential loss of profit in the Project and/or elsewhere, beyond the payments specified hereinabove and subject to the terms and stipulation of any other provision of the Contract Documents.

**Amendments to Contract Appendix B (Technical Specification)**

Insert a new Section 3.7.8	A maximum sound level of one Pumping Unit (Pump + Motor working together) of 90 dB(A) measured at 1 m distance from the Pumping Unit during the factory and site test is considered acceptable.
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**Amendments to Other Contract Appendices**

Appendix A – Scope	Revision and recommendations of the general arrangement and
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<p>of supply Delete Section 9.b and replace with the following:</p>	<p>of relevant installation and construction drawings of the Pumping station concerning the following issues:</p> <ul style="list-style-type: none"> <li>- Suction piping configuration (which shall be suitable to pump size and range of operation from the hydraulic point of view).</li> <li>- Pump and piping arrangement (which shall be convenient in every way from the point of view of the erection works Subcontractor).</li> <li>- Erection bay dimensions, way of access to the pumping station and to each pumping unit and around the unit (which in Subcontractor's opinion shall be adequate to its requirements).</li> <li>- Traveling crane capacity and configuration.</li> </ul>
<p>Appendix D – Project Milestones</p>	<p>Please replace Appendix D with the new version as attached to this Addendum and Clarification #7 as <b>Annex C</b> An amendment was introduced to provide an additional payment for the completion of Milestone 1 (Submittal of Supplier’s Design). Payment for Milestone 5 (Supply of all Pumping Units to site) was reduced respectively.</p>

Clarifications		
RFC #	Tenderer’s Request for Clarification	MWC’s Clarification in reply
<p><b>40</b></p>	<p>General Comment by MWC</p>	<p>Requests for Clarifications which were unclear to MWC - remain unanswered, Tenderers who find that outstanding RFCs have not been addressed elsewhere may resubmit their requests in a clear and comprehensible manner.</p>
<p><b>41</b></p>	<p><b>Volume 2</b> (Contract) – Section 1.4 (Discrepancy between Contract Documents) – Can the section be amended to provide that in the event of discrepancy the prevailing</p>	<p>Rejected. Section 1.4 shall not be changed.</p>

	provisions shall be agreed upon mutually by the Parties?	
42	<p><b>Volume 2</b> (Contract) – Section 3.6 (The Supplier's Declarations, Warranties and Undertakings) –</p> <p>Would MWC consider revising the wording of the Section thereby limiting the Supplier's scope of liability?</p>	Rejected. Section 3.6 remains unchanged.
43	<p><b>Volume 1</b> (Request for Proposal) <b>Section 12</b> (INDUSTRIAL COOPERATION AUTHORITY'S APPROVAL OF TENDERER'S UNDERTAKING OF BUSINESS COOPERATION);</p> <p><b>Volume 2</b> (Contract) – Section 3.14 (Undertaking for Business Cooperation) –</p> <p>Would MWC explain the obligations associated with the issue of Industrial Cooperation?</p>	<p>It's the responsibility of the Tenderers to be fully acquainted with the undertakings and obligations relating to the issue of Industrial Cooperation and ICA's requirements. The Submission of a Proposal will be construed as the Tenderer's approval that it fully understands the respective requirements and is obliged to fulfil them, and its certification that it has been provided with all professional, financial and legal advice relating thereto.</p> <p>Tenderers may approach the ICA's POC for the Project Adv. Guy Bar-Natan via the details provided under Section 12 of <b>Volume 1</b>.</p>
44	<p><b>Volume 2</b> (Contract) Section 8 (Notice to Commence) –</p> <p>Please clarify the purpose of each of Section 8' sub-sections 8.1 and 8.2.</p>	<p>(a) <b>Subsection 8.1</b> – relates to the commencement of <b>Design</b> which shall start immediately after Signature Date;</p> <p>(b) <b>Subsection 8.2</b> – relates to the commencement of the <b>Pump Units manufacture</b>. Manufacturing shall commence only after a notice to do so is issued by MWC – i.e. issuance of Notice to Commence. In this context see, <i>inter alia</i>, also the definitions of the term "<b>Commencement Date</b>" as provided under Section 2 (Terms) and Section 12.2 of <b>Volume 2</b>.</p> <p>Note that the Notice to Commence may be issued at any time MWC deems appropriate given the pace of works advanced on site. See in this context Appendix A – Scope of Works – Section 6 (Storage).</p>

<p><b>45</b></p>	<p><b>Volume 2 (Contract) Section 9</b> (Independent Examinations and Inspections by MWC) – Can MWC give prior notice of the inspection it may execute and perform those during regular working hours?</p>	<p>The inspections – should such be performed by MWC or anyone on its behalf at its sole discretion – shall be performed (a) after a prior notice is given; and (b) during regular working hours at circumstances under which MWC determines such notice and hours of execution will not hinder the purpose and outcome of the inspection(s) performed.</p>
<p><b>46</b></p>	<p><b>Volume 2 (Contract) – Section 11</b> (Termination by MWC) – Would MWC consider revising the wording of this Section to provide that termination will be allowed only at circumstances under which the Supplier was found liable to pay liquidated damages exceeding the LD CAP?</p>	<p>Rejected.</p>
<p><b>47</b></p>	<p><b>Volume 2 (Contract) – Section 11.4.1</b> (Termination by MWC) – Would MWC consider amending the Section so as to provide the Supplier with additional reimbursement and costs upon termination?</p>	<p>See amended Section 11.4.1.</p>
<p><b>48</b></p>	<p>Not used</p>	
<p><b>49</b></p>	<p><b>Volume 2 (Contract) – Section 15</b> (Contract Price) – Please advise which taxes will be borne by the Supplier.</p>	<p>Unless explicitly provided otherwise all taxes, levies, fees and all other compulsory payments, imposed and/or which may be imposed under any Laws and Regulations and/or by any Relevant Authority with relation to the Project shall be at the Supplier's full and sole responsibility. The Submission of a Proposal will be construed as the Tenderer's approval it fully understands the respective requirements and is obliged to fulfil them and its certification that it has been provided with all professional, financial and legal advice relating thereto.</p>
<p><b>50</b></p>	<p><b>Volume 2 (Contract) – Section 20</b> (Contract Price) –</p>	<p>Sections will remain as provided.</p>

	Please consider Sections 20.1.4 and 20.3.3.	
<b>51</b>	Volume 2 (Contract) - Appendix D (Milestones) – Could the payment terms be negotiated?	<b><u>NO!</u></b> None of the RFP or Contract's terms will be negotiated and no reservation or stipulations will be accepted or considered. See RFC#2 of Addendum and Clarification #5.
<b>52</b>	Appendix F Please provide the wording in English.	See Addendum 5 RFC# 11
<b>53</b>	(a) Are lifting devices at site available and what is the max. weight can be lifted? (b) Will there be storage places available on site?	(a) See Addendum 5 RFC# 39 (b) See Section 6 in Appendix A
<b>54</b>	Will the natural frequency and resonance analysis of the Pumping Unit be done in conjunction with the Pumping Unit foundation and the building of the Pumping Station as a whole or only with the Pumping Unit foundation?	Resonance analysis of the complete Pump Unit shall be performed in conjunction with the Pumping Unit foundation (considered a fixed foundation) since the foundation will be isolated from the building.
<b>55</b>	Not used	
<b>56</b>	Painting Should pump materials and internal coatings (like for instance Belzona coating) be approved according to NSF61 standard and/or according to the Israeli standard IS 5452?	The materials and internal coatings shall be approved according to the standard NSF/ANSI 61 (or equivalent to be approved by MWC before Submission Date). Approval according to IS 5452 is not required during the tender stage. See Clause 3.6.7 in Appendix B.
<b>57</b>	Noise Level Please clarify the maximum sound level to be measured at a distance of 1 meter from the following: (a) Pumping Unit; (b) Pump without the Motor; and (c) Motor without the Pump.	(a) Pumping Unit – please see Section 3.7.8 of Appendix B as amended within the framework of this Addendum and Clarification no. 7. In this context please also see Tender Form J item 51. (b) Pump without Motor – please see Section 3.7.6 of Appendix B as amended within the framework of Addendum and Clarifications no. 5. (c) Motor without Pump - please see Section 4.14 of Appendix B
<b>58</b>	Any omissions, stipulations, conditions, deviations, reservations and changes to the	MWC is a government owned company and as such is subject to the stipulations of the

	<p>terms and conditions of the Tender Documents (including the RFP, the Contract and Appendices and the Tender Forms) will be rejected by MWC and may lead to the disqualification of the Proposal. If so determined by MWC, the Tenderer will be deemed to be committed to its Proposal disregarding any such change or insertion made by the Tenderer.</p> <p>Clarification is required on the clause, as it is understood even if we submit deviations to the contract terms MWC may not accept any of our deviations and may consider the offer as committed based on the standard terms and conditions</p> <p>If this is the case then we will kindly decline to submit an offer as there are certain commercial conditions that we need to consider before we can commit to submitting an offer</p>	<p>Israeli public procurement laws and regulations. Consequently, in line with public procurement principles of equal treatment and transparency, proposals which deviate from the tender terms and conditions in any way as described in RFC #2, may be disqualified or treated with disregard to such deviations.</p>
<p><b>59</b></p>	<p>Form N1 – Foreign Pump manufacturer’s Information and Undertaking – please explain intents, obligations and implications?</p>	<p>In the event the Pump Manufacturer is a Foreign Company represented by a Local Agent which is a single entity Tenderer, then such Pump Manufacturer shall be required to complete, sign and submit an undertaking in the form of Tender Form N1 thereby undertaking and committing to all liabilities set forth in such form directly towards MWC.</p> <p>Additionally, tenderers are reminded that by submitting a Proposal they are deemed to have obtained independent legal advice. Tenderers are required to full and submit the form within the Proposal.</p>
<p><b>60</b></p>	<p>RFP, Tender Forms, Contract and Contract Appendice - See comments from our legal department. The revised paragraphs are highlighted on the left side of the word</p>	<p>Requests for Clarifications are to be submitted in the form of an RFC in accordance with ITB Annex A. MWC will not consider amendments to the tender</p>

	document with a red line, as well as any additional wording is highlighted in blue. Some paragraphs are still being reviewed by our Financing department. Comments from their side will follow shortly.	documents in the format submitted. Additionally, MWC reiterates its reply to RFC #2 and RFC #58 in relation to any changes to the tender terms and conditions.
<b>61</b>	Electric Motor details - No comments from motor suppliers received so far. Their comments will be presented in our proposal. In case these are required prior please advice.	Without derogating from MWC's rights and discretion under the Tender Documents and Laws, comments within the Proposal will not be accepted. Please refer to RFC #2 included within Addendum and Clarification no. 5.
<b>62</b>	In relation to RFP Section 4.2 (Mandatory tenderers conference) & 7.2 (Participation in the mandatory tenderers conference), please confirm that only companies, manufacturers or agents presented at the mandatory tenderers conference are entitled to submit a Proposal either as a single legal entity or as joint venture and that in the case an agent or a joint venture should include only the pump manufacturer present at the mandatory tenderers conference	Incorrect, please refer to Addendum and Clarification #2 RFC 1 and Addendum and Clarification #3 which refers to the conference participation requirements in several places.
<b>63</b>	RFP - 9. financial threshold requirements & 11.6 financial threshold requirements Please confirm that all requirements described in item 9.1,9.2,9.3 and 9.4 should be demonstrated an satisfied by the tenderer, that mean, the single entity (pump manufacture or agent) or JV, therefore the provision of this items do not apply only for the pump manufacture as written in the RFP	No, the RFP requirements apply as written. Namely: all participants of the Tenderer must comply with <b>Section 9.1</b> ; Local Agent, Pump Manufacturer and Motor Manufacturer. As for <b>Sections 9.2, 9.3 and 9.4</b> ; only the Pump Manufacturer is to demonstrate compliance with these requirements, whether it is a single entity Tenderer, whether it is represented by a Local Agent, or whether it is a Member of a Joint Venture.
<b>64</b>	RFP Section 11.3 (Approval per the public entity transaction law 5736-1976) - Please confirm that this requirements applies only	The Requirement of RFP Section 11.3 applies to a Tenderer, Pump Manufacturer, Motor Subcontractor and in the event of a

	to tenderers from the state of Israel, therefore it does not apply for foreign tenderers	Joint Venture to each of its Members, which is a <b>Local Company</b> as defined in the RFP.
65	RFP Section 12 (industrial cooperation authority approval of tenderers' undertaking of business cooperation) Please confirm that this requirements applies only to foreign tenderers therefore it doesn't apply to any local tenderers as a single entity, like a Local Agent.	See RFC #43 above.
66	Contract - 10. MWC s rights to cease works Considering that the sole payment of the Milestones Completion with Certificates would not compensate the supplier, MWC shall reimburse the supplier for the costs of all works performed up to the date of termination. Please confirm.	Please refer to the amendment of Contract Section 10 hereinabove.
67	Contract Section 11.4.2 (effect of termination due to supplier's default) Please confirm your acceptance to the following wording: The supplier shall compensate MWC for all costs , damages and reasonable expenses incurred by MWC in connection with the Project for a value not exceeding the Contract Value or the Insurance Policy according to the applicable cause of Termination"	Rejected.
68	Tender forms - Confirmation of Signature rights by an attorney in all main Tender Forms like B, C, and others. Please explain who is a "qualified attorney". In case it is a Public Notary, would its signature be accepted by without further authentication by a Diplomatic Agency in	An attorney for the purposes of the Tender Forms is a person qualified to practice law and authenticate signatures in accordance with the laws of its practicing legal jurisdiction. The authentication of a signature by a Public Notary does not require further authentication of a Diplomatic Agency,

	the Country where the document was issued?.	unless the laws of its jurisdiction require such further authentication for the purposes of notarization.
<b>69</b>	<p>Forms E, F, H, I, L (1), L(2)</p> <p>In case that the Tenderer is a Single Entity that means, the Pump Manufacturer or a Local Agent, we understand that these forms should be presented and signed only by the Tenderer and not by the Tenderer and the Pump Manufacturer and the Motor Supplier (or Motor Sub Contractor). Please confirm.</p>	<p>No.</p> <p>In the event of a single entity Tenderer: Forms E, F and I are to be signed by any participant, i.e. the Local Agent, the pump Manufacturer and the Motor Subcontractor. Form H is to be completed and signed by the Pump Manufacturer only, in any event, even if the Tenderer is a Local Agent. Forms L(1) and L(2) are to be signed by any participant, i.e. the Local Agent, the pump Manufacturer and the Motor Subcontractor, which is a Local Company as defined in the RFP. Tenderers are to refer to the heading of each of the Tender Forms which provides an instruction as to the entities required to complete and sign each Tender Form.</p>
<b>70</b>	<p>Appendices to Contract - Appendix A Item 3/ Pump Factory Tests</p> <p>We understand that the hydrostatic test will not be witnessed and that any other inspection or certificates will be as per the Manufacturers Quality Control Plan. Please Confirm.</p>	<p>Hydrostatic test will not be witnessed. For factory performance/acceptance tests, see Appendix A, Section 3. Any other inspections and checks could be as per Manufacturer Quality Control Plan</p>
<b>71</b>	<p>Appendix A - Item 7 Erection/Installation sub item d)</p> <p>It is understood that any Transient/Surge Calculation and Protection Design is not included in the Scope of Supply. Please confirm.</p>	Confirmed
<b>72</b>	<p>Appendix A - Item 9 Technical Assistance sub item b)</p> <p>Please clarify Item 9 Technical Assistance</p>	Please see Section 9.b of Appendix A as amended within the framework of this Addendum and Clarification no.7.

	sub item b	
73	Appendix A - Sub items c) and d) Please confirm that the word RECOMMENDATIONS should not be understood as an assumption of responsibility by the Pump Manufacturer.	Confirmed.
74	Appendix B –Technical specification Sub item 3.3.1 Would MWC consider an internal standard of the manufacturer as an equivalent to the required American Hydraulic Institute Standards (ANSI).	Rejected.
75	Appendix D – milestones Would MWC consider adding a Milestone payment for the completion of Milestone 1 (Design) ?	Please see amended Contract Appendix D (Project Milestones)
76	Appendix I efficiency drop rebate – During the site tests, the pump manufacturer should not be held liable for reduction of the ME (Measured Efficiency) of the pump as a direct result of head losses in adjacent equipment not included in the Scope of the Works of the Supplier.. Please confirm.	Confirmed. See also the last paragraph under Section 3.2 in Appendix B.
77	RFP – (a) Please advise whether there are any applicable restrictions with regard to the sourcing of materials (b) Does MWC have an approved motor vendor list	(a) No material sourcing restrictions apply (b) No such list exists.
78	Tender Form J – Please confirm if pumps’ internal coating is allowed.	Pump internal coatings are allowed. See also Section 3.6.6 and 3.6.7 in Appendix B
79	Tender Form J – Please clarify whether VFD (Inverter) is excluded from	VFD is not required (see Addendum and Clarification #5, Amendments to Contract

	Supplier's scope	Appendix B, Section 4.12)
<b>80</b>	Tender Form J –  (a) Please clarify overall noise requirements for the full pumping train (pump + motor)  (b) if Noise reduction enclosures are part of the Supplier's scope of supply	(a) Please see Section 3.7.8 of Appendix B as amended within the framework of this Addendum and Clarification no. 7. In this context please also see Tender Form J item 51.  (b) If, for the purpose of achieving the required noise level in accordance with Section 3.7.8 of Contract Appendix B, enclosures (or any other means of noise level reduction) shall be required, these shall be included in the Scope of Works, as may be instructed by MWC and at the Supplier's own costs.
<b>81</b>	Contract, 11 – Please confirm that any main Valves upstream and downstream of pumps' main flanges (Suction and Discharge) are excluded from Supplier's scope.	Main Valves upstream and downstream of pumps' main flanges (Suction and Discharge) are excluded from Supplier's scope

**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](mailto:lcohen@mekorot.co.il).

**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 #7**

We hereby acknowledge receipt of Addendum and Clarification **#7**

\_\_\_\_\_  
Name of entity

\_\_\_\_\_  
Name and signature of representative

**Annex B**

**Tender Form J – Technical Specification – Supplier’s Information and Checklist**

**Attached Separately**

Annex C

### Appendix D - Project Milestones

Milestone Number	Description	Time for Completion	Liquidated Damages for each day of delay	Payment upon Milestone Completion Certificate (percentage of Fixed Lump Sum)
1	<b>Submittal of Supplier's Design:</b> -Dimensioned outline assembly drawing of the complete pump unit -Sectional drawings of pump and motor with numbered parts, materials etc. -Construction drawings for pump foundations, pipe channels with details of foundation bolts, loads, forces etc.	3 months from Signature Date	0.1% of the Fixed Lump Sum	<u>5%</u>
2	Notice to Commence	Shall be completed after Award in accordance with the Supplier's Proposal.		
3	First payment	12 months prior to Time for Completion of Milestone 4 (Successful Witness Tests)		10%
4	Successful Witness Tests	Shall be completed after Award in		15%

		accordance with the Supplier's Proposal, which shall be no later than 24 months from Notice to Commence.		
5	Supply of all Pumping Units to site	Within 2 months from the completion of Milestone 4 (Successful Witness Tests)	0.1% of the Fixed Lump Sum	<del>50</del> 45%
6	Complete installation of all Pumping Units ready for operation.	Within 3 months from the completion of Milestone 5 (Supply of all Pumping Units to site)	0.1% of the Fixed Lump Sum	10%
7	Final Completion Certificate upon Successful site tests of all Pumping Units	Within 2 months from the completion of Milestone 6 (Complete installation of all Pumping Units)	0.1% of the Fixed Lump Sum	15%