

To: Conference Representative

29.02.2016

**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 #5

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 Tender Forms	
Tender Form J	Please replace Tender Form J with the amended version of this form which is attached as Annex B to this Addendum and Clarification Notice #5. The amended Tender Form J shall also be uploaded to MWC's website.

Amendments to the Contract	
Clause 1 (Preamble and Appendices), add a new sub-clause 1.2.12	Appendix L - Financial and Economical Regulations issued by the Accountant General of Israel on 16.5.2010
Add a new Clause 3.16	“The Supplier shall comply with all the relevant labour Laws applicable to the Supplier's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Supplier shall require his employees to obey all applicable Laws, including those concerning safety at work. The Supplier shall pay any and all taxes, levies and other mandatory

	<p>payments with respect to its personnel, including, without limitation, social security, income tax and health insurance, as applicable</p> <p>The Supplier shall obtain, at his sole and exclusive responsibility and expense, permits and authorizations with regard to the employment of the Supplier's Personnel, including foreign employees.</p> <p>The Supplier is aware of the provisions of the Financial and Economical Regulations issued by the Accountant General of Israel on 16.5.2010 (attached as Appendix L) [הוראה מס' 7.12.9 מיום – הוראות התכ"ס 16.5.2010, בעניין "עידוד העסקת עובדים ישראלים במסגרת התקשרויות ההמשלה"], and undertakes that all of his activities will be performed in accordance thereof."</p>
<p>Delete Clause 11.4.1 and replace with the following new Clause:</p>	<p>"Effects of Termination for MWC's Convenience</p> <p>MWC shall make payment in respect of any Milestone certified as completed and not already paid for, In addition, if applicable, MWC shall reimburse the Supplier for the actual direct costs MWC acknowledged that the Supplier incurred with respect to any Works MWC confirmed as completed and not already paid for (including overheads and costs directly associated with such relative costs). For the avoidance of doubt it is clarified that the Supplier shall not be entitled in any event whatsoever to claim for compensation in relation to any consequential costs, overheads and profits."</p>
<p>Add a new Clause 14.5</p>	<p>"In the event MWC determines, at its sole discretion that an effective delay was caused to the Works as a direct result of an act or omission by MWC, not concurrent with any delay by the Supplier, then MWC shall determine at its sole discretion:</p> <ul style="list-style-type: none"> a) an appropriate adjustment to the Project's Detailed Time Schedule; and b) the Supplier's entitlement to costs incurred by the Supplier as a direct result of such effective delay by MWC. <p>MWC's discretion as applied shall be conclusive upon the Parties."</p>

Amendments to Contract Appendix A (Scope of Works)	
<p>Clause 3q.</p>	<p>All the Factory Performance Tests must be successful, that means all the measured Pump parameters at the rated condition point shall be within the tolerances mentioned above, under clause <u>3o. above 3-15</u>, the vibration and</p>

	noise maximum levels shall be below the maximum level defined in the Technical Specification, bearings temperature shall be below the allowed limits, no leakages (of water, oil, grease, etc.) shall be noticed and all the Pump characteristics shall be in accordance with the Technical Specification and with the Standards mentioned in it.
Clause 3.18	Shall be renumbered <u>r</u> .
Clause 3.19	Shall be renumbered <u>s</u> .
Clause 3.20	Shall be renumbered <u>t</u> .
Clause 6.2	Shall be renumbered <u>b</u> .
Clause 6.3	Shall be renumbered <u>c</u> .
Clause 10.2	Shall be renumbered <u>a</u> .
Clause 10.2	Shall be renumbered <u>b</u> .

Amendments to Contract Appendix B (Technical Specification)	
Clause 1.4 First paragraph	Phase 1 (planned for 2019-2020) in which the station shall be equipped with four Pumping Units (maximum 3 in operation and 1 standby), so that the maximum average capacity (of 3 units working in parallel) will be 32,000 m ³ /h at a total head of 140 m (BEP)
Clause 3.4.7 First paragraph	The mechanical seals type and materials shall be selected according to the fluid pumped. The seals shall be of the balanced, split type (to facilitate dismantling and maintenance) similar to Chesterton 442 seal (or equivalent) with carbon/silicon carbide faces <u>with silicon carbide - silicon carbide faces.</u>
Clause 3.5.3 Pump Component: Mechanical Seals, in the Material column:	Split seal Silicon Carbide/Carbon <u>Split seal Silicon Carbide – Silicon Carbide</u>
Clause 3.5.3 Pump Component: Mechanical Seals, in the Optional Materials column:	Various Materials
Clause 3.7.6	A maximum sound level of 80 dB(A) measured at 1 m distance from the Pump is considered acceptable (see also the specification for the Motor). <u>The sound level of the pump shall be as low as possible, as specified by the</u>

	<u>Supplier in its Proposal.</u>
Clause 4.8 Bearings	<p>The bearings shall be of anti-friction or sleeve type.</p> <p>Supply of a complete bearing forced oil lubrication system (separate or common with the Pump bearings lubrication system) shall be included separately in the quotation, if necessary. For a detailed description, see clause 4.3 <u>5.3</u> below.</p> <p>The system shall include all the necessary equipment: oil tank, Pumps, fans, protection and monitoring instruments, local power and control board, pipes, cables, etc.</p> <p>The Motor shall be protected against bearing currents by means of bearing insulation.</p> <p>If roller bearings are used, bearings L10 life should be 100,000 hours.</p> <p>Oil level indicators shall be provided.</p>
Clause 4.12 Starting Method	<p>The Motor shall be designed and built in order to be suitable to:</p> <ul style="list-style-type: none"> - Starting and stopping by a Variable Frequency Drive (VFD) which will be connected to each motor only during the starting and stopping sequence. - Direct-on-line starting, at full rated voltage. <p>Minimum voltage at Motor terminals during the starting sequence shall be 80% of the nominal voltage.</p> <p><u>Variable Frequency Converter (VDF) will not be accepted.</u></p>

Amendments to Other Contract Appendices	
New Appendix L	Add a new Appendix L - Financial and Economical Regulations issued by the Accountant General of Israel on 16.5.2010, as attached to this Addendum and Clarification Notice #5 as Annex C . The new Appendix L shall also be uploaded to MWC's website.

Clarifications		
RFC #	Tenderer's Request for Clarification	MWC's Clarification in reply
2	Request for changes to the terms of the Tender Documents.	Any omissions, stipulations, conditions, deviations, reservations and changes to the 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

		<p>disqualification of the Proposal.</p> <p>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>
3	<p>Please advise if the total offer value is under 5M USD is the tenderer still obliged to conduct Industrial Cooperation, submit Tender Form P and follow the provisions relating to the Industrial Cooperation and fulfilment of ICA's guidelines?</p>	<p>Each Tenderer shall complete and submit the ICA forms included in the Tender Forms in any event. Any exemptions will be determined by the ICA thereafter, in accordance with the applicable Laws.</p>
4	<p>Please advise who is responsible to obtain working permits for the non-Israeli workers?</p>	<p>Unless explicitly provided otherwise, the Supplier bears the full and sole responsibility to timely obtain all permits, approvals and licenses associated with the Works. In view thereof and without derogating from the generality of the foregoing, the Supplier is responsible for obtaining all working permits including for foreign workers.</p> <p>Please see new Clause 3.16 and Appendix L issued as part of this addendum.</p>
5	<p>Appendix 2 Technical Specification Clause 3.4.3: Please approve a special shape of the wear ring to avoid crevice corrosion in the pin hole.</p>	<p>Design of the configuration and constructive details of the wear ring are the responsibility of the Supplier.</p>
6	<p>Appendix 2 Technical Specification Clause 3: Testing will be according to – ISO 9906. Please confirm testing the pump at a reduced speed and perform a factory test of the motor.</p>	<p>Not acceptable. The factory tests shall be performed acc. to Standard ANSI/HI 14.6-2011 Grade 1U, with no minus tolerance for the measured efficiency (App. A Cl. 3f).</p>
7	<p>Appendix 2 Technical Specification Clause 3.5: Shaft – please confirm also 1.4462</p>	<p>Rejected.</p>
8	<p>Appendix 2 Technical Specification Clause 3.5: Impeller – Please confirm also 1.4460</p>	<p>Rejected.</p>
9	<p>Appendix 2 Technical Specification Clause 3.5: Wear Ring – Please confirm also 1.4460</p>	<p>Rejected.</p>

10	Appendix 2 Technical Specification Clause 3.5: Bearing housing – Please confirm also GG25	Rejected.
11	Please send an English version of the Performance and Warranty Guarantees	The Performance and Warranty Guarantees are required to be prepared, issued and submitted in Hebrew and accordingly were published in Hebrew.
12	Would it be possible to exclude liability for loss of use, loss of profits, loss of revenue, loss of production and all indirect or consequential damages?	Rejected. See RFC #2 above.
13	Would it be possible to agree on an aggregate limitation of liability?	Rejected. See RFC #2 above.
14	Would it be possible to delete the liquidated damage for Reduction of Efficiency?	Rejected. See RFC #2 above.
15	Could we insert a provision in the contract that the limitations of liability applies to all claims between the parties regardless of whether the claim is under contract or otherwise (e.g. tort (negligence), strict liability, indemnity or other theory)?	Rejected. See RFC #2 above.
16	Would it be possible to limit the Supplier's liability for any delay to liquidated damages as MWC's sole remedy (also for termination of contract)?	Rejected. See RFC #2 above.
17	Would it be possible to limit Supplier's liability for delay to an amount no greater than 10% of the contract price?	Rejected. See RFC #2 above.
18	Could we insert a provision in the contract that Supplier shall not be in breach for failure to perform or delay in performing due to any Force Majeure event?	Rejected. See RFC #2 above.
19	Is the Supplier entitled to schedule relief for delays caused by MWC (also for additional costs)?	See new Clause 14.5 added to the Contract as detailed in this Addendum above.
20	Could the Supplier's scope of warranty be limited to defects in design, workmanship and materials? (No fit for purpose clause)?	Rejected. See RFC #2 above.

<p>21</p>	<p>Could we insert a provision in the contract which provides a date for exceeding of warranty (also for replaced or repaired items)?</p>	<p>Rejected. See RFC #2 above.</p>
<p>22</p>	<p>Is repair or replacement of defective goods MWC's sole remedy under the contract?</p>	<p>No.</p>
<p>23</p>	<p>Could we limit the environmental indemnity to hazardous materials the Supplier brings onto site?</p>	<p>Rejected. See RFC #2 above.</p>
<p>24</p>	<p>Are the requested insurance requirements negotiable (status as co-insured for MWC)?</p>	<p>Rejected. See RFC #2 above.</p>
<p>25</p>	<p>Could we limit reasons for termination to breaches of material obligations?</p>	<p>Rejected. See RFC #2 above.</p>
<p>26</p>	<p>Could section 11 of Contract be changed, so that MWC only can terminate the Contract, when the maximum of liquidated damages for delay is reached?</p>	<p>Rejected. See RFC #2 above.</p>
<p>27</p>	<p>Could Section 11 of Contract be changed to following requirements?</p> <ul style="list-style-type: none"> a) In case of termination for convenience, the Supplier gets paid costs, overhead and profit incurred to the date of termination. b) If MWC decided to suspend the Contract, the Supplier gets paid the same compensation as though the customer terminated for convenience. 	<ul style="list-style-type: none"> a) See the amended Clause 11.4.1 in this Addendum above. b) Rejected.
<p>28</p>	<p>Would it be possible to limit MWC's right to assign the contract to third parties to lenders for financial proposes or to the Supplier written approval?</p>	<p>Rejected. See RFC #2 above. Any assignment made by MWC - should such be made - will not derogate from the Supplier's rights and obligations as set forth under the Contract or under any applicable Laws including with respect to the consideration the Supplier may be entitled for according to the Contract.</p>
<p>29</p>	<p>Would it be possible to change the wording of 22.3 of contract in such a way that the Supplier is not forced to commence additional supplies or services unless the additional contract price, payment conditions, time for completion and any</p>	<p>Rejected. See RFC #2 above.</p>

	other contract conditions affected by such change have been mutually agreed in writing?	
30	Could we insert a provision regarding arbitration in the contract?	Rejected. See RFC #2 above.
31	Appendix B – Technical Specification, Clause 3.4.5 Bearings: For any type of bearings including sleeve (plain) bearings, please confirm whether the bearing housings cooled by water (without the forced lubrication) are technically accepted.	Rejected.
32	If the above (=without forced lubrication) is technically accepted but there is no available external cooling water source, please confirm whether an alternative cooling method is accepted.	Rejected.
33	In relation to Appendix B Clause 3.7.6, considering the huge power generated by the pump, such as, larger than 5000kW per set, etc., this requirement is impractical. Please withdraw this requirement.	Please see the amended Clause 3.7.6 as above.
34	Appendix B Technical Specification Clause 4.4: Please confirm whether air-cooled motor is accepted, such as TEAAC, TEFC, in lieu of IC81W.	Rejected.
35	Appendix B Technical Specification Clause 4.8: same question in relation to bearings as in RFC#31 above.	Rejected.
36	We are considering submitting a Proposal to the Tender as a Local Agent (in accordance with RFP Clause 5.1.1(b)). We kindly ask the tender committee to approve that the Tenderer shall demonstrate the Financial Threshold Requirements (as specified in section 9 to the RFP) by the	The Pump Manufacturer is required to demonstrate compliance with the Financial Threshold Requirements in any event, including in the event that the Pump Manufacturer is represented by a Local Agent under RFP Clause 5.1.1(b) – who constitutes the Tenderer or is, along with the Pump

	<p>Tenderer himself, jointly with the Professional Threshold Requirements demonstrated by the Pump Manufacturer (whom which the Tenderer represents), constitutes and demonstrates full compliance with the Professional and Financial Threshold Requirements.</p>	<p>Manufacturer, a Member of a JV. Please be reminded that a Local Agent may only serve as a Tenderer of a Pump Manufacturer which is a Foreign Company. In any event the Pump Manufacturer is a Local Company it is required to constitute the Tenderer (in the event the Tenderer is a single company) or a Member, in the event the Tenderer is a JV.</p>
37	<p>In case the manufacturer is the tenderer, which has local representative/agent, does the representative/agent has to issue tender bond as well?</p>	<p>It is not clear from this question whether the proposed Tenderer is a Local Agent (in accordance with RFP Clause 5.1.1(b)) or a Joint Venture between a Pump Manufacturer and a Local Agent (in accordance with RFP Clause 5.1.2).</p> <p>For the reply to either of these cases, please see Addendum and Clarification #3, Annex B Minutes of Mandatory Tenderer's Conference, Question and Answer Q10 & A10. Otherwise please clarify the RFC sought.</p>
38	<p>Please confirm that the Tenderer is responsible for unloading the equipment into the pumping house and any further lifting in the pumping house during the installation is MWC's responsibility.</p>	<p>The Supplier's responsibility for unloading and erection are detailed in Appendix A to the Contract, Clause 7. See in this context also the provisions of Section 15.1 of the Contract.</p>
39	<p>Please advise the maximum lifting capacity of the traveling crane and the other lifting devices available on site.</p>	<p>The preliminary maximum lifting capacity of the traveling crane (SWL) envisaged at this stage is 40 metric tons. This figure should not be construed as a limitation for the Tenderers. The final capacity will be decided in cooperation with the Supplier. There are no other lifting devices in the machine hall and if required, they shall be brought by the Supplier or by its subcontractor at its own cost and responsibility.</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.

**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 #5

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

Name of entity

Name and signature of representative

Annex B

Tender Form J

Annex C

Appendix L –
Financial and Economical Regulations issued by the Accountant
General of Israel on 16.5.2010

*הוראות התכ"ם – הוראה מס' 7.12.9 מיום 16.5.2010, בעניין עידוד העסקת עובדים ישראלים במסגרת התקשרויות]
הממשלה]*

שם ההוראה: עידוד העסקת עובדים ישראלים במסגרת התקשרויות הממשלה

מספר הוראה: 7.12.9	פרק ראשי: התקשרויות ורכישות
מהדורה: 01	פרק משני: סוגיות בהתקשרות

מילות מפתח:

חוזה התקשרות, עובדים זרים, תחום הבניה והתשתיות,
תחום הניקיון, תנאים להשתתפות במכרז

1. כללי

בהתאם להחלטת ממשלה מספר 147 מיום 12 במאי 2009 ולהחלטת ממשלה מספר 642 מיום 2 בספטמבר 2001, ישנה חשיבות רבה בהגדלת אפשרויות התעסוקה של עובדים ישראלים על ידי צמצום היקף העסקתם של עובדים זרים. עידוד העסקת עובדים ישראלים תיעשה, בין היתר, במסגרת התקשרויות הממשלה בתחום הבניה והתשתיות ובתחום הניקיון.

2. מטרת המסמך

להנחות את משרדי הממשלה לגבי צמצום היקף ההעסקה של עובדים זרים בהתקשרויות שהם עורכים בתחום הבניה והתשתיות ובתחום הניקיון.

3. הגדרות

מומחה חוץ – תושב חוץ שנתקיימו לגביו כל אלה:

1. הוא הוזמן על ידי תושב ישראל שאינו קבלן כוח אדם או מתווך כוח אדם, כדי לתת שירות לאותו תושב ישראל בתחום שבו יש לתושב החוץ מומחיות ייחודית.
2. הוא שוהה בישראל כדין.
3. בכל תקופת שהייתו בישראל הוא עסק בתחום מומחיותו הייחודית.

4. בעד עיסוקו בתחום מומחיותו תשולם לו הכנסה חודשית אשר אינה נופלת מפעמיים השכר הממוצע במשק למשרת שכיר, כמפורסם באתר הלשכה המרכזית לסטטיסטיקה שכתובתו:

<http://www.cbs.gov.il/reader>

5. עובדים זרים – עובדים זרים, למעט עובדים זרים שהנם תושבי האוטונומיה ביהודה, שומרון וחבל עזה, שברשותם היתר תעסוקה תקף משירות התעסוקה לעבוד בישראל, ושעליהם חל פרק ו' לחוק יישום ההסכם בדבר רצועת עזה ואזור יריחו (הסדרים כלכליים והוראות שונות) (תיקוני חקיקה), תשנ"ה-1994. 00

4. הנחיות לביצוע

בהתקשרות לביצוע עבודות בתחום הבניה והתשתיות וכן בהתקשרות עם קבלני שירותים בתחום הניקיון יכלול עורך המכרז בתנאים להשתתפות במכרז [ראה [הוראת תכ"ם, "קביעת תנאים להשתתפות במכרז", מס' 7.4.6](#)] **תנאי נוסף**, שלפיו הספק הזוכה יתחייב בחוזה ההתקשרות, כי לצורך ביצוע העבודות נשוא ההסכם, לא יעסקו עובדים זרים למעט מומחי חוץ, וזאת בין במישרין ובין בעקיפין, בין אם על ידי הספק הזוכה ובין באמצעות קבלן כוח אדם, קבלן משנה או כל גורם אחר עמו יתקשר הספק הזוכה.

התנאי האמור בסעיף 00 יחול גם על התקשרות לביצוע עבודות בתחום הבניה והתשתיות ועל התקשרות עם קבלני שירותים בתחום הניקיון, שאינן מבוצעות בדרך של מכרז.

חוזה ההתקשרות של המשרד עם הספק יכלול את הסעיפים הבאים [ראה [הוראת תכ"ם, "חוזה התקשרות", מס' 7.4.15](#)]:

סעיף בדבר התחייבות הספק כאמור בסעיף 00.

סעיף המתייחס לנקיטת צעדים בשל הפרת חוזה, שלפיו הפרת ההתחייבות בסעיף 00 הינה **הפרה יסודית**, ושהמשרד יהיה רשאי, לפי שיקול דעתו, לבטל את החוזה או לחלט את הערבות שברשותו, או שניהם יחד, וזאת מבלי לגרוע מזכויות המשרד על פי כל דין, לרבות [חוק החוזים \(תרופות בשל הפרת חוזה\)](#), תשל"א-1970.

חוזי התקשרות אחרים לביצוע עבודות בתחום הבניה והתשתיות, המבוצעות במימון ממשלתי על ידי גורמים אחרים, יכללו את הסעיפים המפורטים בסעיף 0000 להוראה זו. לפיכך, כל העברת מימון לביצוע עבודות אלה תותנה בהתחייבות כאמור בסעיף 00.

שר האוצר ושר התעשייה, המסחר והתעסוקה יהיו רשאים להתיר ביצוע עבודות בתחום הבניה והתשתיות על ידי עובדים זרים, שאינם מומחי חוץ, בתנאים הבאים:

העובד הזר יעסק בישראל לצורך ביצוע עבודה בטכנולוגיה ובמיכון מיוחדים, שאינם בנמצא בישראל.

ניתן לבצע את העבודה רק באמצעות גורם זר.

היתר כאמור בסעיף 00 יינתן לביצוע פרויקט לפרק זמן מוגדר, במיקום מוגדר ובהיקף התקשרות מוגדרת. עמידה בהגדרות הללו תהווה תנאי לתקפות ההיתר.

הנחיות אלה יחולו על כל המכרזים שמפורסמים על ידי המשרד בתחום הבינוי, התשתיות והניקיון וכן על עבודות בתחום הבניה והתשתיות, המבוצעות במימון ממשלתי על ידי גורמים אחרים.

5. מסמכים ישימים

- [חוק החוזים \(תרופות בשל הפרת חוזה\), תשל"א-1970.](#)
[חוק יישום ההסכם בדבר רצועת עזה ואזור יריחו \(הסדרים כלכליים והוראות שונות\) \(תיקוני חקיקה\), תשנ"ה-1994.](#)
[החלטת ממשלה מספר 147 מיום 12 במאי 2009.](#)
[הוראת תכ"ם, "קביעת תנאים להשתתפות במכרז", מס' 7.4.6.](#)
[הוראת תכ"ם, "חוזה התקשרות", מס' 7.4.15.](#)
אתר הלשכה המרכזית לסטטיסטיקה שכתובתו: <http://www.cbs.gov.il/reader>

6. נספחים

- [נספח א – טבלת שינויים שבוצעו בהוראה.](#)

1.1.1. נספח א – [טבלת שינויים שבוצעו בהוראה]

מהדורה חדשה	תאריך ביצוע עדכון	סעיפים/ים מושפעים	תיאור עדכון/נימוקים