

To: Conference Representative

14.04.2016

**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 #8

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	
Section 15.1 shall be deleted and replaced by the following:	<p>The total price to be paid by or on behalf of MWC to the Supplier in full consideration for the performance by the Supplier of the Works including but not limited to the design, manufacture, supply and delivery, Installation and erection (via crane or any other or additional measure or mean) and Commissioning shall consist of a fixed sum as indicated in Volume 3, Supplier's Proposal, Tender Form O - Price Proposal (herein above and below: the "Fixed Lump Sum"). Value Added Tax shall be added by MWC according to the Laws to the Fixed Lump Sum upon the payment of any portion thereof. Payments shall be made to a bank account of the Supplier's choice, provided such bank account is established and managed in a bank branch which is located either in Israel or in a country maintaining diplomatic relations with Israel,</p> <p>The Supplier shall notify MWC in writing upon Signature Date his choice of currency for payment of the Fixed Lump Sum which shall be either New Israeli Shekels, Euros or US Dollars. The entire Fixed Lump Sum shall be paid in the same currency.</p>

<p>Section 15.4.2 shall be deleted and replaced by the following:</p>	<p>Payment shall be made to the following bank account: _____ . MWC shall not bear any responsibility for delay within the banking system for transfer of the payment, provided MWC had timely initiated all acts required for the purpose of transferring the respective payment. MWC shall bear the costs resulting directly solely with the wire transfer to be made by it.</p>
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Amendments to Other Contract Appendices	
<p>Appendix J – Adjustments to Indices</p>	<p>Please replace Appendix J with the new version as attached to this Addendum and Clarification #8 as Annex B where provisions in respect of converting payments to Euros or US Dollars were added.</p>

Clarifications		
RFC #	Tenderer's Request for Clarification	MWC's Clarification in reply
<p>82</p>	<p>Volume 2 (Contract) – Section 15 (Contract Price) –</p> <p>(a) Would MWC consider to allow the Price Proposal to be proposed in a currency other than ILS?</p> <p>(b) Could payment be made to a foreign bank?</p>	<p>(a) Rejected. The Price Proposal will be indicated only in ILS. Without derogating from this reply, payments may be made in ILS, Euros or US Dollars, as stipulated in the amended Contract provisions above.</p> <p>(b) Yes. Please see the amended Contract Sections 15.1 and 15.4,2 as above.</p>
<p>83</p>	<p>Appendix B - Sub item 3.4.9</p> <p>According to best practice, the pumping station design and construction should include all the necessary pipe supports in order to avoid that the forces/moments coming from the piping during normal operation should be transferred or supported by the pumps or to any of its components.</p>	<p>Confirmed</p>

	Please confirm.	
84	With respect to RFP Section 5.1.2, is it possible to compose a "consortium" to participate in this tender rather than a "Joint Venture"	Please clarify the intended purpose of a "consortium" as distinguished from a Joint Venture as defined in the RFP.
85	With respect to RFP Section 5.1.2, is it possible to change the Pump Manufacturer's portion of holding of Joint Venture from 51% to 49% or less?	Rejected. Please note 51% is the minimum required holdings of the Pump Manufacturer in the Joint Venture's Means of Control.

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. Lihi 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 #8

We hereby acknowledge receipt of Addendum and Clarification **#8**

Name of entity

Name and signature of representative

Annex B

Appendix J –Adjustment to Indices

For payments in New Israeli Shekels (ILS):

Each sum approved for payment, in accordance with the provisions of the Contract, shall be adjusted fifty percent (50%) to the Consumer Price Index ("CPI") and the remaining fifty percent (50%) to the Supplier's choice: either to (i) the Euro (EMU) - NIS exchange rate; or (ii) to the Dollar (USA) – NIS exchange rate; (Euro – NIS or Dollar - NIS– shall be defined as the "Exchange Rate") as follows:

- (a) **CPI adjustment** – 50% of the sum approved by MWC for payment shall be linked from the CPI known on Submission Date as published by the Israeli Central Bureau of Statistics (the "Basic CPI") and last CPI known on the date by which the Supplier's payment application was submitted to MWC's review and approval.
- (b) **Exchange Rate adjustment** - 50% of the sum approved by MWC for payment shall be linked from the respective Exchange Rate known on Signature Date as published by the Bank of Israel to the Exchange Rate known on the date by which the Supplier's payment application was submitted to MWC's review and approval.

To be completed by the nominated Supplier upon Signature Date (not applicable to the Tenderer's Proposal):

The Exchange Rate to apply as chosen by the nominated Supplier shall be (circle chosen option of one the following):

- (a) Euro (EMU) – NIS; or
- (b) Dollar (USA) – NIS; or

In the event the nominated Supplier does not submit to MWC, in writing, the Exchange Rate it requests to apply (one of the two rates indicated in sections (a) – (b)) then only 50% of the sums approved shall be adjusted in accordance with the above "CPI adjustment" section while the remaining 50% shall not be adjusted hence only 50% of the sum approved for payment shall bare linkage differences.

For payments in Euros or US Dollars:

The sums certified for payment shall be converted in its entirety (100%) to the applicable currency, Euro (EMU) – NIS or Dollar (USA) – NIS, in accordance with the Exchange Rate known on the date by which the Supplier's payment application was submitted to MWC's review and approval as published by the Bank of Israel.