

## **Kisalon 2 Pumping Station**

**Tender for the Design, Supply, Installation and  
Commissioning of Electrically Operated  
Pumping Units and Associated Services**

**Tender No. R-19/2015**

**Tender Forms**

<b>TENDER FORM</b>	<b>DESCRIPTION</b>
<b>A</b>	Letter of Acknowledgement and Application to Attend Tenderers' Conference
<b>B</b>	Tenderer's General Information
<b>C</b>	Letter of Tender
<b>D</b>	Authorized Representative Power of Attorney (cover page)
<b>E</b>	No Conflict of Interests Declaration
<b>F</b>	Declaration of Non-Payment of Commission
<b>G</b>	Professional Threshold Requirements: G(1) – <b>Pump</b> Past Experience G(2) – <b>Motor</b> Past Experience
<b>H</b>	Financial Threshold Requirements
<b>I</b>	Auditor's Confirmation of No Going Concern Notice
<b>J</b>	Technical Specification Threshold Requirements
<b>K</b>	Tender Bond (cover page)
<b>L</b>	General Threshold Requirements: L(1) – Confirmation of Proper Bookkeeping Practices (Cover page) L(2) - Public Entities Law – Affidavit L(3) – ISO 9001:2008 Certification
<b>M</b>	Motor Subcontractor's Information and Undertaking
<b>N</b>	N(1) Foreign Pump Manufacturer's Information and Undertaking N(2) Member's Undertaking
<b>O</b>	Price Proposal
<b>P</b>	Foreign Supplier's Industrial Cooperation Undertaking

**Form A – Letter of Acknowledgement and Application to Attend  
Tenderers' Conference**

To be completed by any interested party and submitted to MWC at least one week prior to the Tenderers Conference.

To:

Mekorot Water Company Ltd.

Ms. Lihi Cohen

Tender Committee Coordinator

9 Lincoln St., Tel Aviv 61201, Israel. By Email: lcohen@mekorot.co.il

Date: \_\_\_\_\_

Dear Sirs

We acknowledge issuance of the Tender Documents for the selection of a Supplier for the Design, Supply, Installation and Commissioning of Electrically Operated Pumping Units and Associated Services and wish to participate in the Tenderers' Conference as provided under **Volume 1** (*Request for Proposals*).

Yours respectfully

Name of company:	
Name of participating representative(s)	
Point of contact and contact details:	
If known at this stage, please name the Pump Manufacturer, Motor Manufacturer and Local Agent (as applicable)	Pump Manufacturer:
	Motor Manufacturer:
	Local Agent:

**Form B – Tenderer’s General Information**

To be completed by the Tenderer  
(Proposal Part 1)

<i>Name of Tenderer</i>	
<i>Indicate whether the Tenderer is:</i> <ul style="list-style-type: none"><li>• <i>A Single Legal Entity; or</i></li><li>• <i>a Joint Venture.</i></li></ul>	
<i>Business Address</i>	
<i>Telephone</i>	
<i>Facsimile</i>	
<i>Email</i>	
<i>Authorized Representative</i>	

<i>In the event of a single legal entity or an incorporated Joint Venture:</i>	
<i>Registration Number</i>	
<i>Place of Registration</i>	
<i>Date of Registration</i>	
<i>Indicate whether a Local Company or a Foreign Company as these terms are defined in the RFP.</i>	

<b>Pump Manufacturer</b>	
<i>Indicate whether the Pump Manufacturer is:</i> <ul style="list-style-type: none"><li>• <i>The Tenderer</i></li><li>• <i>Represented by a Local Agent who is the Tenderer; or</i></li><li>• <i>A Member of Joint Venture</i></li></ul>	
<i>Name</i>	
<i>In the event the Pump Manufacturer is a Member of a Joint Venture, indicate the percentage of this Member’s holdings in the Joint Venture (not</i>	

<i>less than 51%)</i>	
<i>Business Address</i>	
<i>Telephone</i>	
<i>Facsimile</i>	
<i>Email</i>	
<i>Registration Number</i>	
<i>Place of Registration</i>	
<i>Date of Registration</i>	
<i>Indicate whether a Local Company or a Foreign Company as these terms are defined in the RFP.</i>	

<b>Local Agent (if applicable)</b>	
<i>Indicate whether the Local Agent is:</i>	
<ul style="list-style-type: none"> <li>• <i>The Tenderer; or</i></li> <li>• <i>A Member of a Joint Venture</i></li> </ul>	
<i>Name</i>	
<i>In the event the Local Agent is a Member of a Joint Venture, indicate the percentage of this Member's holdings in the Joint Venture (not more than 49%)</i>	
<i>Business Address</i>	
<i>Telephone</i>	
<i>Facsimile</i>	
<i>Email</i>	
<i>Registration Number</i>	
<i>Place of Registration</i>	
<i>Date of Registration</i>	

<b>Motor Manufacturer</b>	
<i>Indicate whether the Motor Manufacturer is:</i>	
<ul style="list-style-type: none"> <li>• <i>The Pump Manufacturer;</i></li> </ul>	

<ul style="list-style-type: none"> <li>• <i>A Subcontractor of the Pump Manufacturer (“Motor Subcontractor”); or</i></li> <li>• <i>a Member of a Tenderer which is a Joint Venture</i></li> </ul>	
<p><i>In the event the Motor Manufacturer is a Member of a Joint Venture, indicate the percentage of this Member’s holdings in the Joint Venture</i></p>	
<p><i>Name</i></p>	
<p><i>Business Address</i></p>	
<p><i>Telephone</i></p>	
<p><i>Facsimile</i></p>	
<p><i>Email</i></p>	
<p><i>Registration Number</i></p>	
<p><i>Place of Registration</i></p>	
<p><i>Date of Registration</i></p>	
<p><i>Indicate whether a Local Company or a Foreign Company as these terms are defined in the RFP.</i></p>	

Faithfully yours,

Name of Tenderer	Signature	Date	Confirmation of signatory rights by an attorney	Date
_____	_____	_____	_____	_____

**Form C – Letter of Tender**

To be completed by the Tenderer, and in the event of a Joint Venture by each of its Members  
(Proposal Part 1)

To:  
the Tender Committee, Mekorot Water Company Ltd.

Date: \_\_\_\_\_

Dear Sir,

**Re: Request for Proposals for the Design, Supply and Installation of Electrically  
Operated Pumping Units and Associated Services for the Kisalon 2 Pumping  
Station (Phase 1)  
(the “RFP”)**

In response to the RFP issued on \_\_\_\_\_, to submit a Proposal;

1. We, the undersigned, \_\_\_\_\_ (*name of Tenderer to be completed*), have thoroughly and carefully read the RFP, and are pleased to submit our Proposal.
2. The Tenderer is comprised of the following entities:

For a single legal entity:

Name of Entity	Indicate whether Pump Manufacturer or Local Agent

For a Joint Venture:

	Name of Entity	Holdings in the JV
Pump Manufacturer		
Motor Manufacturer		
Motor Subcontractor (if applicable)		

Local Agent (if applicable)		
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3. We agree to all of the provisions in the RFP and we submit our Proposal in accordance with the terms and provisions contained therein.
4. We warrant that the Proposal is accurate, complete and up-to-date at time of the Proposal Date, in accordance with the requirements of the RFP.
5. Incorporated hereto, and made an integral part of the Proposal, are all Tender Forms, attachments and annexes thereto, and other annexes attached to the Proposal.
6. The undersigned acknowledges receipt, understanding and full consideration of the following Addenda and Clarifications to the Tender Documents, issued until the Submission Date:

Addendum and Clarification No. _____	Date Received: _____
Addendum and Clarification No. _____	Date Received: _____
Addendum and Clarification No. _____	Date Received: _____
Addendum and Clarification No. _____	Date Received: _____
Addendum and Clarification No. _____	Date Received: _____
Addendum and Clarification No. _____	Date Received: _____

...

*[to be completed]*

7. The validity of the Proposal and all associated documents and Tender Forms is in accordance with the Validity Period as defined in the RFP.

Faithfully yours,

	<u>Name and i.d. no.</u> <u>of Signatory(ies)</u> <u>and</u> <u>Stamp and</u> <u>Signature</u>	<u>Date</u>	<u>Confirmation of</u> <u>Signatory rights</u> <u>legal</u> <u>confirmation</u> <sup>(*)</sup>	<u>Date</u>
The Tenderer				



Member

Name and i.d. no.			
Name and i.d. no.			
Stamp and Signatures			

Member

Name and i.d. no.			
Name and i.d. no.			
Stamp and Signatures			

Member

Name and i.d. no.			
Name and i.d. no.			
Stamp and Signatures			

*(\* The confirmation of signatory rights shall be signed by an attorney indicating the attorney's full name and license details. In his/her signature the attorney attests and confirms that the signatory(ies) on behalf of the Tenderer or the Member (as the case may be) were identified by him/her and are authorized to sign on behalf of the Tenderer or the Member (as the case may be) and to commit such entity for purposes of the above stated Tender Form, for all purposes and intents.*

**Form D – Authorized Representative Power of Attorney**

To be attached by the Tenderer, and in the event of a Joint Venture by each of its Members  
(Proposal Part 1)

**Form E – No Conflict of Interests Declaration**

To be completed by the Tenderer, Pump Manufacturer and Motor Subcontractor (as applicable), and in the event of a Joint Venture, by each of its Members.

(Proposal Part 1)

To:  
Mekorot Water Company Ltd. (the "Company")

**Statement and Undertaking regarding No Conflict of Interests**

I the undersigned, bearer of \_\_\_\_\_ Passport /, I.D. No. \_\_\_\_\_, hereby state and undertake as follows:

1. After conducting queries and investigations to the best of my ability, I declare and undertake that I personally do not, nor do my family members, have any personal, financial or other interest that may constitute a conflict of interests and/or a concern of a conflict of interests with the interests of the Company or its activities, or create a concern to such conflict of interests.
2. As long as the engagement shall remain valid and in any matter concerning the engagement also in the event it expires, I state and undertake as follows:
  - 2.1. I shall notify the Company promptly in the event I shall hold familial and/or business relations with any of the Company's employees and/or any other person that may have any influence on my engagement with the Company in the framework of Tender No. R-19/2015.
  - 2.2. In any event of a concern of a conflict of interests, as specified hereinabove, I shall immediately notify the Company about it and present the reasons for such concern. Only after receiving the Company's approval, to the extent such shall be given, I shall be entitled to continue my engagement with the Company in the framework of Tender No. R-19/2015.
  - 2.3. In the event of circumstances that may give rise to a conflict of interests, I shall notify the Company immediately with no delay, provide it the relevant information in writing and act in accordance with its instructions.
3. Not to offer and/or give and/or receive, directly and/or indirectly, any benefit and/or money and/or anything of value for the purpose of influencing directly and/or indirectly upon any decision and/or action and/or omission of the Company, or any of the Company's officers and/or employees and/or any one related to such officers and/or employees and/or anyone acting on the Company's behalf, with respect to the Tender and/or the process of engaging in a contract in accordance thereto, and/or any agreement/order deriving there-from.
4. Not to solicit and/or cooperate, directly and/or indirectly, with an officer of the Company and/or an employee of the Company and/or anyone on the Company's behalf

and/or any other person for the purpose of receiving confidential/privileged information in connection with the Tender and/or the process of engaging in contract in accordance thereto and/or any agreement/order deriving there-from.

- 5. Not to solicit and/or cooperate, directly and/or indirectly, with an officer of the Company and/or an employee of the Company and/or anyone on the Company's behalf and/or any other person for the purpose of setting prices artificially and/or in an uncompetitive and/or unlawful manner.
- 6. I have not acted in contradiction to the provisions of the aforesaid sections 3 - 5, in the framework of the Tender procedures and the contracting process of the Company and/or any agreement/order deriving there-from.
- 7. I confirm that I have no contact or engagement with any of the entities listed under the attached **Annex A** (*MWC Advisors*).

[or; in the event such contact or engagement exists:]

I have existing contact or engagement with the following entity which is listed under the attached **Annex A** (*MWC Advisors*): \_\_\_\_\_

Details and nature of such contact or engagement: \_\_\_\_\_

\_\_\_\_\_

And in witness hereof I hereby affix my signature:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Annex A to Tender Form E**

**MWC Advisors**

1. Tahal Group B.V
2. Weinstock Zecler & Co.

**Form F - Declaration of Non-Payment of Commission**

To be completed by the Tenderer, Pump Manufacturer and Motor Subcontractor (as applicable), and in the event of a Joint Venture, by each of its Members.

(Proposal Part 1)

1. In addition to duties and prohibitions applicable by law, including the Israeli Penal Code, 5737 - 1977, the undersigned Tenderer/Pump Manufacturer/Motor Subcontractor/Member hereby declares and undertakes as follows:
  - (a) Not to offer, provide or receive, directly or indirectly, any benefit, money or anything of value aimed to influence, directly or indirectly, the decision, act or omission of Mekorot Water Company Ltd. ("MWC"), or an office holder of MWC or MWC's employee or its representatives or any other party, concerning the RFP or any agreement or order arising from it.
  - (b) Not to solicit or collaborate, directly or indirectly, with an office holder of MWC or MWC's employees, representatives or any other party, in order to receive confidential, sensitive or secret information connected with the RFP or any agreement(s) arising from it.
  - (c) Not to solicit or cooperate, directly or indirectly, with an office holder of MWC or MWC's employees, representatives or any other party, in order to set prices in an artificial or non-competitive manner.
  - (d) That it did not and shall not act contrary to sub Part s (a) through (c) above in the RFP or any agreement arising from it.
2. The undersigned acknowledges that in case of reasonable suspicion that the undersigned or any of its representatives acted contrary to Part 1 above, MWC reserves the right, according to its sole discretion, to disqualify the undersigned's Proposal or to cancel at any time its winning the RFP Selection Stage or to cancel at any time the agreement(s) the subject matter of the RFP.
3. The undersigned undertakes to bring the content of this declaration to the attention of its employees, subcontractors, representatives, agents and anyone acting on its behalf, whom are involved in any way in the RFP or in any agreement arising from it.

**Signature of the Tenderer/Pump  
Manufacturer/Motor  
Subcontractor/Member**

\_\_\_\_\_

**Legal Counsel Declaration**

I, the undersigned, in my capacity as legal counsel of \_\_\_\_\_  
(the "**Tenderer / Pump Manufacturer / Motor Subcontractor/Member**"), hereby authorize  
that Messrs. \_\_\_\_\_

\_\_\_\_\_,  
executing the above declaration on behalf of the Tenderer / Pump Manufacturer / Motor  
Subcontractor/Member, are authorized signatories of the Tenderer / Pump Manufacturer / Motor  
Subcontractor/Member, and authorized to bind the Tenderer / Pump Manufacturer / Motor  
Subcontractor/Member for such purpose.

Name of Legal \_\_\_\_\_  
counsel

Address of Legal \_\_\_\_\_  
Counsel

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Form G(1) – Professional Threshold Requirements**

To be completed by the Pump Manufacturer, each Demonstrated Project on a separate form,

(Proposal Part 1)

**Pump Past Experience**

Name of Project:	
Brief Description:	
Location:	

Pump	Date Installed	Operating consecutively since [date]	Detailed description of the installed Pump (referring to the elements included under the definition of the term “Pump” under Section 8 of the RFP)
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

Demonstrated Project’s Owner	
Owner’s Point of Contact and contact details	
Owner confirmation in support of the above details of experience to be attached.	
Comments and details of additional supporting documentation attached as applicable.	

Name of Pump Manufacturer \_\_\_\_\_

Signature of Pump Manufacturer \_\_\_\_\_



**Form G(2) – Professional Threshold Requirements**

To be completed by the Motor Manufacturer, each Demonstrated Project on a separate form,  
(Proposal Part 1)

**Motor Past Experience**

Name of Project:	
Brief Description:	
Location:	

Motor	Date Installed	Operating consecutively since [date]	Detailed description of the installed Motor (referring to the elements included under the definition of the term “Motor” under Section 8 of the RFP)
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

Demonstrated Project’s Owner	
Owner’s Point of Contact and contact details	
Owner confirmation in support of the above details of experience to be attached.	
Comments and details of additional supporting documentation attached as applicable.	

Name of Motor Manufacturer \_\_\_\_\_

Signature of Motor Manufacturer \_\_\_\_\_

**Form H – Financial Threshold Requirements**

The Pump Manufacturer shall attach to this form its three (3) latest audited annual Financial Statements as required under Section 9 (Financial Threshold Requirements) of the RFP

Name of the Pump Manufacturer \_\_\_\_\_  
 Years of the Pump Manufacturer’s \_\_\_\_\_  
 three (3) latest Financial Statements \_\_\_\_\_  
**(shall not be earlier than 2011)** \_\_\_\_\_

Fiscal Year	(t-2)	(t-1)	t	Calculation
NIS/USD/EURO/GBP/CAD/other: _____				
Weighted Average Annual Turnover				Weighted Average Annual Turnover $(3*TO_t + 2*TO_{t-1} + TO_{t-2})/6$ t= Last audited annual financial statement  Result= _____
Weighted Average Annual Cash Flow from Operating Activities				Weighted Average Annual Cash flow $(3*CF_t + 2*CF_{t-1} + CF_{t-2})/6$ t= Last audited annual financial statement  Result= _____
Equity				

(\* ) Data presented in this Section in currencies other than US Dollars will be converted to US Dollars in accordance with the provisions of Section 9 (Financial Threshold Requirements) of the RFP.

Name of Signatory \_\_\_\_\_ Signature \_\_\_\_\_  
 Position in the Pump \_\_\_\_\_  
 Manufacturer \_\_\_\_\_ (CEO or CFO)

Address: \_\_\_\_\_ Date \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Signature of Tenderer: \_\_\_\_\_ Date: \_\_\_\_\_

**Form I - Auditor's Confirmation of No Going Concern Notice**

To be completed by the Tenderer, Pump Manufacturer and Motor Subcontractor (as applicable), and in the event of a Joint Venture, by each of its Members.

(Proposal Part 1)

I have reviewed the three latest annual financial statements, which are not earlier than 2011 (whether audited or not) of the Tenderer/Pump Manufacturer/ Motor Subcontractor/Member \_\_\_\_\_ [name of Tenderer/Pump Manufacturer/ Motor Subcontractor/Member] (the "**Financial Statements**").

I confirm that the Financial Statements do not include a going concern notice or an equivalent thereof under the applicable accounting rules.

_____	_____	_____
Name of Independent Auditor	Date	Signature

## Tender Form J – Technical Specification Requirements

To be completed by the Tenderer

No	Item	Required	Offered	Remark
	<b>PUMP</b>			
1.	Type of pump	Horizontal, double suction, axially split case, single stage		
2.	Rated capacity (m <sup>3</sup> /h)	10,700 m <sup>3</sup> /h		
3.	Total head at rated capacity (m)	140 m		
4.	Pump flow range (m <sup>3</sup> /h)	Minimum 9,000 – 13,000 m <sup>3</sup> /h		
5.	Nominal speed @50 Hz (rpm)	~990 rpm or ~740 rpm		
6.	Pump efficiency at rated condition point (%)			
7.	Overall efficiency (pump and motor) at rated condition point (%)			
8.	Pump characteristic curves (Total head, efficiency, absorbed power, NPSHR) for the full flow range	To be submitted		
9.	Pump torque – speed curve	To be submitted		
10.	Description of pump and detailed scope of supply	To be submitted		
11.	Outline dimensioned drawings of pump and of pumping unit	To be submitted		
12.	Pump cross sectional drawing with parts numbered and list of parts	To be submitted		
13.	Materials specification (with standards)	To be submitted		
14.	Direction of rotation, as seen from the motor	Clockwise		
15.	Diameter of the largest sphere that could pass freely through the pump impeller (mm)			
16.	Pump weight (kg)			
17.	Weight and GD <sup>2</sup> of rotating parts			
18.	Pump casing working pressure (bar)			

19.	Hydrostatic test pressure (bar)			
20.	Suction flange rating	PN16 acc. to EN 1092		
21.	Discharge flange rating	PN40 acc. to EN 1092		
22.	Impeller	Double suction, mixed flow, enclosed type, cast in one piece		
23.	Casing and impeller wear rings	Renewable		
24.	Pump bearings	Forced lubricated sleeve bearings (or anti-friction bearings)		
<b>No</b>	<b>Item</b>	<b>Required</b>	<b>Offered</b>	<b>Remark</b>
25.	Mechanical seals	Balanced split type		
26.	Instrumentation (Minimum requirements)	-2 pressure gauges -2 vibration sensors Monitran MTN/2285C -2 temperature elements PT100		
27.	Coupling and coupling guard	Included		
28.	Coupling type	Flexible, spacer type		
29.	Baseplate (common)	Included		
30.	Foundation bolts	Included		
31.	Accessories (vents, drain valves, flushing pipes, seal drain pipes, etc.)	Included		
32.	Special tools	Included (if required)		
33.	Pump casing material	Cast steel/ductile iron		
34.	Impeller material	CD4MCu		
35.	Shaft material	17-4PH		
36.	Bearing housing material	Cast steel/ductile iron		
37.	Casing wear rings material	1.4027 or Stellite		
38.	Impeller wear rings material	1.4312 or Stellite		

39.	Shaft protecting sleeve material (if required)	Stainless steel		
40.	Mechanical seal materials	Silicon carbide/Carbon		
41.	Baseplate material	Carbon steel (fabricated)		
42.	Painting	Baked epoxy paint		
43.	No. of paint layers	Minimum 2		
44.	Coating total thickness (DFT)	Minimum 250 microns		
45.	External color	RAL 5012		
46.	Rotating element balancing in the factory (static and dynamic)	Included		
47.	Residual unbalance of rotating element	Class 2.5 acc. to ISO 1940		
48.	First critical speed/nominal speed ratio	Minimum 1.25		
49.	Maximum allowed vibration level (mm/s RMS)	4.5 mm/s RMS acc. to ISO 10816		
50.	Noise pressure level of the pump at 1 m (dB(A))	Max. 80 dB(A) at 1 m		
51.	Factory performance test	For all (4) pumps		With actual motor
52.	Factory witnessed test	For one pump		
53.	Factory test speed	Minimum 80% of the nominal speed		
54.	Standard/grade for factory tests	ANSI/HI 14.6-2011 Grade 1U		
55.	Maximum minus tolerance for efficiency at pump factory tests (%)	0%		
<b>No</b>	<b>Item</b>	<b>Required</b>	<b>Offered</b>	<b>Remark</b>
	<b>MOTOR</b>			
56.	Type of motor	Asynchronous, horizontal		
57.	Type of construction (mounting)	IM B3		
58.	Ambient temperature	Up to 45°C		
59.	Nominal output (kW)	At least 115% of the pump maximum absorbed power		

60.	Motor duty type	S1		
61.	Service factor (NEMA)	1.15		
62.	Nominal voltage (Un)	11,000 V @ 50 Hz		
63.	Nominal current (In)			
64.	Direct on line starting current ratio (zero plus tolerance)	Maximum 6.5 x In		
65.	No load current			
66.	Nominal motor torque (Mn)			
67.	Breakdown (maximum) motor torque	At least 200% Mn		
68.	Locked rotor (starting) motor torque at 100% nominal voltage	At least 80% Mn		
69.	Estimated starting torque of the load (pump)	According to pump		
70.	Cos φ (power factor) 100% load 75% 50% Locked			
71.	Efficiency 100% 75% 50%			
72.	Motor speed at nominal output (rpm)	According to pump		
73.	Maximum allowed reverse speed for 60 seconds (rpm)	125% of the synchronous speed		
74.	Class and type of insulation	Class F, with V.P.I. impregnation		
75.	Temperature rise of winding, continuous duty, as class B insulation	ETD method (Up to 45°C ambient temperature)		
76.	Bearing temperature rise			
77.	Starting methods	- Direct on line - By a VFD which will be connected to each motor only during the starting and stopping sequence.		

78.	No. of possible successive starts (starting sequences)	- 3 successive starts with motor initially at ambient temperature - 2 successive starts with motor initially at operating temperature		
79.	Winding temperature elements	6 PT100 elements		
<b>No</b>	<b>Item</b>	<b>Required</b>	<b>Offered</b>	<b>Remark</b>
80.	Temperature monitoring in NDE (non-drive end) bearing :	2 PT100 elements		
81.	Temperature monitoring in DE (drive-end) bearing :	2 PT100 elements		
82.	Overvoltage protection for PT100 of windings and bearings	Yes		
83.	Removable anti-condensation heaters in stator frame and in terminal box	Yes		
84.	Preparation for 4 vibration monitoring devices	Yes		
85.	Main power terminal box dimensions			
86.	Zorc surge suppressors in main power box	Yes		
87.	Y connection of motor's windings, all winding ends brought to main junction box. Star point connection in the junction box.	Yes		
88.	3 CT for differential protection installed in the power box on the 3 windings, near the star point of windings. The CT shall be 1A secondary, 10P10, 20VA	Yes		
89.	Bearing: 100,000h, L10 life (if relevant)	Yes		
90.	Bearing oil level sensor (if relevant)	Yes		
91.	Type of NDE bearing			
92.	Type of DE bearing			



93.	NDE bearing cooling			
94.	DE bearing cooling			
95.	NDE bearing insulation	Yes		
96.	DE bearing insulation	Yes		
97.	Earthing of motor shaft	Yes		
98.	Cooling method	IC81W		
99.	Enclosure	IPW55		
100.	Motor frame			
101.	Frame (enclosure) material	Steel or cast iron		
102.	Minimum thickness of steel plate of motor enclosure (mm)			
103.	Squirrel cage material	Copper		
104.	Stator windings material	Formed wound copper coils		
105.	Motor thermal limits curves	To be submitted		
106.	Moment of inertia of rotating parts (GD <sup>2</sup> )			
<b>No</b>	<b>Item</b>	<b>Required</b>	<b>Offered</b>	<b>Remark</b>
107.	Motor torque-speed curves at Un and at 80% of Un (with tolerances)	To be submitted		Temperature to be stated
108.	Current-speed curves at Un and at 80% of Un (with tolerances)	To be submitted		Temperature to be stated
109.	Maximum allowed vibration level (mm/s RMS)	4.5 mm/s RMS acc. to ISO 10816		
110.	Noise pressure level of the motor at 1 m (dB(A))	Max. 85 dB(A) at 1 m		
111.	Motor net weight (kg)			
112.	Net weight of rotating parts (kg)			
113.	Starting time, when U <sub>start</sub> =Un			
114.	Starting time, when U <sub>start</sub> =0.8*Un			
115.	Maximum stalling time			
116.	Warm up time constant			
117.	Cool down time constant			
118.	Motor outline dimension drawing	To be submitted		
119.	Typical motor cross section	To be submitted		
120.	Details of winding impregnation	To be submitted		

<b>AUXILIARY SYSTEMS</b>				
121.	Oil supply unit for lubrication of the pump bearings (including connection pipes, cables and oil collecting sump)	Included		
122.	Description of oil supply unit for lubrication of the pump bearings	To be submitted		
123.	Oil supply unit for lubrication of the motor bearings (including connection pipes, cables and oil collecting sump)	Included		
124.	Description of oil supply unit for lubrication of the motor bearings	To be submitted		
125.	External motor water-to-air cooling system (including connection pipes, cables and supporting steel construction)	Included		
126.	Description of the external motor cooling system	To be submitted		
127.	Heat exchanger material	Stainless steel		
128.	Noise pressure level of the external motor cooling unit at 1 m (dB(A))	Max. 75 dB(A) at 1 m		
129.	Any other auxiliary systems required to make the pumping unit operational (to be described)	Included		

**Tender Form K – Tender Bond (Section 10 of the RFP)**

To be attached by the Tenderer

(The Tender Bond shall be inserted into a separate sealed envelope which will read "Tender No. R-19/2015Part 1 - Tender - Bond" and is to be included within Part 1 of the Proposal)

**Form L(1) – Confirmation of Proper Bookkeeping Practices, in  
accordance with the Income Tax Ordinance and the Value Added Tax  
Law, 5736 – 1975**

To be attached by a Tenderer, Pump Manufacturer, Motor Subcontractor and in the event of a Joint Venture by each  
of its Members, which is a Local Company as defined in the RFP  
(Proposal Part 1)

**Form L(2) – Affidavit According to Public Bodies Transactions Law,  
5736-1976**

To be attached by a Tenderer, Pump Manufacturer, Motor Subcontractor and in the event of a Joint Venture by each of its Members, which is a Local Company as defined in the RFP  
(Proposal Part 1)

I, the undersigned, \_\_\_\_\_ I.D. No. \_\_\_\_\_ after having been warned that I must declare the whole truth and that I can expect to incur the penalties prescribed by law should I not do so, hereby make the following declaration:

1. I hold the position of a director/share holder in \_\_\_\_\_ [name of the Tenderer/Member] (hereafter: the “Company”) and I am authorized to make this affidavit in its name and on its behalf in accordance the Public Entities Transactions Law, 5736-1976, (hereinafter the “Public Entities Transactions Law”).
2. This Affidavit is an integral part of the Proposal for the Design, Supply and Installation of Electrically Operated Pumping Units and Associated Services for the Kisalon 2 Pumping Station (Phase 1) issued by Mekorot Water Company Ltd. ("MWC").
3. By the date of this Affidavit, the Company and any related entities thereto (as defined in Section 2B to the Public Entities Transactions Law), have not been convicted of more than two offenses under the Minimum Wage Law, 5747 – 1987 and/or under the Foreign Workers (Prohibition on Unlawful Employment and Guarantee of Fair Conditions) Law, 5751 – 1991, or if convicted of more than two offenses under such law - the last conviction was not within one (1) year prior to the submission of the Proposal.
4. My name and signature appear below and the contents of this affidavit are the truth.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Legal Counsel Declaration**

I, the undersigned, in my capacity as legal counsel of \_\_\_\_\_ (the “Tenderer / Pump Manufacturer / Motor Subcontractor/Member”), hereby authorize that Messrs. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

executing the above declaration on behalf of the Tenderer / Pump Manufacturer / Motor Subcontractor/Member, are authorized signatories of the Tenderer / Pump Manufacturer / Motor

Subcontractor/Member, and authorized to bind the Tenderer / Pump Manufacturer / Motor Subcontractor/Member for such purpose.

Name of Legal \_\_\_\_\_  
Counsel

Address of Legal \_\_\_\_\_  
Counsel

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Form L(3) – ISO 9001:2008 Certification**

To be attached by the Pump Manufacturer and the Motor Manufacturer (as applicable)  
(Proposal Part 1)

**Bidding Form M – Motor Subcontractor’s Information and Undertaking**

To be completed by the Motor Subcontractor (if applicable)

(Proposal Part 1)

To:

Mekorot Water Company Ltd. (herein, the: "Company")

**Re: Tender for the Design, Supply and Installation of Electrically Operated Pumping Units and Associated Services for the Kisalon 2 Pumping Station (Phase**

We, the undersigned, hereby issue this Undertaking, as part of the Proposal submitted by \_\_\_\_\_ (the “**Tenderer**”), pursuant to the tender documents.

1. We are duly incorporated and validly existing under the laws of the jurisdiction in \_\_\_\_\_ [insert country of incorporation].
2. We (including any of our interested parties, directors or managers) are not residents or nationals of a hostile state which does not have diplomatic relations with the State of Israel or of a state which does not have full trade relations with the State of Israel.
3. We have the corporate power to execute and perform this Undertaking and have taken all necessary action to authorize the execution and performance of this Undertaking. Neither the execution nor the performance of the obligations pursuant to this Undertaking:
  - (i) violate any provisions of any law by which we are bound;
  - (ii) conflict with or violates any provisions of our Articles of Association; or
  - (iii) violate any of the terms or provisions of any agreement or instrument to which we are a party, or by which any of our assets are bound or to which we are subject, or constitute a default under such agreement or instrument.
4. This Undertaking has been duly executed and delivered by us and constitutes our legal, valid and binding obligation enforceable against us according to its terms.
5. There is no pending proceeding against us that may reasonably be expected to have the effect of preventing, delaying or otherwise interfering with the performance of any of our obligations under this Undertaking.



6. We have received and diligently reviewed all of the Tender Documents, to the extent they are relevant to us, in their entirety, and consent to all of the terms and conditions set forth therein. We further declare that we agree to all the provisions of the Tender Documents pertaining to us as Motor Subcontractor / Motor Manufacturer, and undertake to be bound by all the operative provisions contained therein, insofar as such provision directly pertains to us.
7. We have demonstrated compliance with the professional threshold requirement set forth in Section 8.2 (Motors Past Experience) to the RFP, and hereby warrant and undertake that the respective works in the Project will be executed by us.
8. We acknowledge that our obligation above shall not derogate from the right of the Company to make claims against us and the Tenderer, jointly and severally, in any of the following events:
  - a. Any of the warranties and representations set forth in the Proposal with respect to us are found to be inaccurate or invalid at the time they were made;
  - b. We engage in an unlawful act or willful misconduct in connection with the Tender.
9. The validity of our Undertaking and/or its extent shall not be affected and/or prejudiced even if the Tender Documents or the Proposal (or any part thereof) is changed and/or amended, from time to time. We hereby confirm our consent to any change and/or amendment and shall remain responsible for all of our Undertaking.
10. Our obligations pursuant to this Undertaking are unconditional and shall not be voided, waived, reduced or otherwise affected, irrespective of:
  - a) any lack of validity or enforceability of, or any ineffectiveness of, any provision of the Tender Documents or any other agreement, guarantee or instrument relating thereto;
  - b) any amendment to, waiver of or consent to depart from, or failure to exercise or enforce any right, remedy, power or privilege under or in respect of the Tender Documents or any right of action, guarantee, indemnity or other contingent obligation;
  - c) any compromise or settlement of any dispute with the Tenderer and the Company or any failure of supervision by the Company to detect or prevent any default of the Tenderer;
  - d) the insolvency of us, the Tenderer, the Pump Manufacturer or any proceeding, voluntary or involuntary, involving the winding-up, bankruptcy, insolvency, receivership, administration, reorganization, arrangement, dissolution or liquidation of, or affecting us, the Tenderer or any Pump Manufacturer or any defense which we, the Tenderer or Pump Manufacturer may have by reason of the order, decree or decision of any court or Governmental Authority resulting from any such proceeding;

- e) any acceptance of any new or additional undertaking, security or any other instrument, document, agreement, or obligation in connection with all or a part of the obligations of the Tenderer under the Tender Documents;
- f) any other circumstance, act or matter of a similar or different nature which might otherwise constitute a defence available to us or release from any or all of its obligations hereunder.

- 17. All notices, demands, requests, approvals and other communications under, or in connection with, this Undertaking shall be made in writing and may be sent by registered mail or facsimile.
- 18. A notice shall be deemed to have been served (i) if sent by registered mail-seventy two hours following the time of its posting; or (ii) if sent by facsimile-twenty four hours following the time of its transmission.

The address and facsimile number for all notices shall be in Israel.

The address and facsimile number for all notices are:

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- 19. No failure by the Company to exercise, and no forbearance or delay in exercising any right under this Undertaking will operate as a waiver thereof.
- 20. No partial exercise by the Company of any right will preclude any other or further exercise of that right or any other right. No waiver of any breach or default under a provision of this Undertaking will constitute a waiver of any subsequent breach or default under that or any other provision of this Undertaking.
- 21. Each of the rights and remedies of the Company under this Undertaking is cumulative and not exclusive of any other right or remedy existing by agreement, under any applicable Law or at equity.
- 22. This Undertaking shall be governed by, and construed in accordance with the Laws of the State of Israel, without regard to the conflict of laws rules thereof.
- 23. This Undertaking shall enter into force on the date of announcement of the Preferred Tenderer by the Company and shall remain in force until all of the Preferred Tenderer's obligations pursuant to the Contract have been discharged in full.

IN WITNESS WHEREOF, the parties hereto have executed this Undertaking.

Name of Motor Subcontractor \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Legal Counsel Declaration**

I, the undersigned, in my capacity as legal counsel of \_\_\_\_\_  
(the "**Motor Subcontractor**"), hereby authorize that Messrs. \_\_\_\_\_

\_\_\_\_\_,  
executing the above declaration on behalf of the Motor Subcontractor, are authorized signatories  
of the Motor Subcontractor, and authorized to bind the Motor Subcontractor for such purpose.

Name of Legal \_\_\_\_\_  
counsel

Address of Legal \_\_\_\_\_  
Counsel

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Form N(1) – Foreign Pump Manufacturer’s Information and Undertaking**

To be completed by a Pump Manufacturer which is a Foreign Company represented by a Local Agent (if applicable)  
(Proposal Part 1)

To:

Mekorot Water Company Ltd. (herein, the: "Company")

**Re: Tender for the Design, Supply and Installation of Electrically Operated Pumping Units and Associated Services for the Kisalon 2 Pumping Station (Phase**

We, the undersigned, hereby issue this Undertaking, as part of the Proposal submitted by \_\_\_\_\_ (the “**Tenderer**”), pursuant to the tender documents.

1. We are duly incorporated and validly existing under the laws of the jurisdiction in \_\_\_\_\_ [insert country of incorporation].
2. We (including any of our interested parties, directors or managers) are not residents or nationals of a hostile state which does not have diplomatic relations with the State of Israel or of a state which does not have full trade relations with the State of Israel.
3. We have the corporate power to execute and perform this Undertaking and have taken all necessary action to authorize the execution and performance of this Undertaking. Neither the execution nor the performance of the obligations pursuant to this Undertaking:
  - (i) violate any provisions of any law by which we are bound;
  - (ii) conflict with or violates any provisions of our Articles of Association; or
  - (iii) violate any of the terms or provisions of any agreement or instrument to which we are a party, or by which any of our assets are bound or to which we are subject, or constitute a default under such agreement or instrument.
4. This Undertaking has been duly executed and delivered by us and constitutes our legal, valid and binding obligation enforceable against us according to its terms.
5. There is no pending proceeding against us that may reasonably be expected to have the effect of preventing, delaying or otherwise interfering with the performance of any of our obligations under this Undertaking.

6. We have received and diligently reviewed all of the Tender Documents, to the extent they are relevant to us, in their entirety, and consent to all of the terms and conditions set forth therein. We further declare that we agree to all the provisions of the Tender Documents pertaining to us as Pump Manufacturer, and undertake to be bound by all the operative provisions contained therein, insofar as such provision directly pertains to us.
7. We have demonstrated compliance with the professional threshold requirement set forth in Section 8.1 (Pumps Past Experience) to the RFP, and hereby warrant and undertake that the respective works in the Project will be executed by us.
8. We acknowledge that our obligation above shall not derogate from the right of the Company to make claims against us and the Tenderer, jointly and severally, in any of the following events:
  - a. Any of the warranties and representations set forth in the Proposal with respect to us are found to be inaccurate or invalid at the time they were made;
  - b. We engage in an unlawful act or willful misconduct in connection with the Tender.
9. The validity of our Undertaking and/or its extent shall not be affected and/or prejudiced even if the Tender Documents or the Proposal (or any part thereof) is changed and/or amended, from time to time. We hereby confirm our consent to any change and/or amendment and shall remain responsible for all of our Undertaking.
10. Our obligations pursuant to this Undertaking are unconditional and shall not be voided, waived, reduced or otherwise affected, irrespective of:
  - a) any lack of validity or enforceability of, or any ineffectiveness of, any provision of the Tender Documents or any other agreement, guarantee or instrument relating thereto;
  - b) any amendment to, waiver of or consent to depart from, or failure to exercise or enforce any right, remedy, power or privilege under or in respect of the Tender Documents or any right of action, guarantee, indemnity or other contingent obligation;
  - c) any compromise or settlement of any dispute with the Tenderer and the Company or any failure of supervision by the Company to detect or prevent any default of the Tenderer;
  - d) the insolvency of us or the Tenderer, or any proceeding, voluntary or involuntary, involving the winding-up, bankruptcy, insolvency, receivership, administration, reorganization, arrangement, dissolution or liquidation of, or affecting us, the Tenderer or any defense which we, the Tenderer or Pump Manufacturer may have by reason of the order, decree or decision of any court or Governmental Authority resulting from any such proceeding;

- e) any acceptance of any new or additional undertaking, security or any other instrument, document, agreement, or obligation in connection with all or a part of the obligations of the Tenderer under the Tender Documents;
- f) any other circumstance, act or matter of a similar or different nature which might otherwise constitute a defence available to us or release from any or all of its obligations hereunder.

- 17. All notices, demands, requests, approvals and other communications under, or in connection with, this Undertaking shall be made in writing and may be sent by registered mail or facsimile.
- 18. A notice shall be deemed to have been served (i) if sent by registered mail-seventy two hours following the time of its posting; or (ii) if sent by facsimile-twenty four hours following the time of its transmission.

The address and facsimile number for all notices shall be in Israel.

The address and facsimile number for all notices are:

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- 19. No failure by the Company to exercise, and no forbearance or delay in exercising any right under this Undertaking will operate as a waiver thereof.
- 20. No partial exercise by the Company of any right will preclude any other or further exercise of that right or any other right. No waiver of any breach or default under a provision of this Undertaking will constitute a waiver of any subsequent breach or default under that or any other provision of this Undertaking.
- 21. Each of the rights and remedies of the Company under this Undertaking is cumulative and not exclusive of any other right or remedy existing by agreement, under any applicable Law or at equity.
- 22. This Undertaking shall be governed by, and construed in accordance with the Laws of the State of Israel, without regard to the conflict of laws rules thereof.
- 23. This Undertaking shall enter into force on the date of announcement of the Preferred Tenderer by the Company and shall remain in force until all of the Preferred Tenderer's obligations pursuant to the Contract have been discharged in full.

IN WITNESS WHEREOF, the parties hereto have executed this Undertaking.

Name of Pump Manufacturer \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Legal Counsel Declaration**

I, the undersigned, in my capacity as legal counsel of \_\_\_\_\_

(the "**Pump Manufacturer**"), hereby authorize that Messrs. \_\_\_\_\_

\_\_\_\_\_

executing the above declaration on behalf of the Pump Manufacturer, are authorized signatories of the Pump Manufacturer, and authorized to bind the Pump Manufacturer for such purpose.

Name of Legal \_\_\_\_\_  
counsel

Address of Legal \_\_\_\_\_  
Counsel

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Tender Form N(2) – Member's Undertaking**

To be completed by all Members of the Joint Venture, if applicable.

(Proposal Part 1)

To:  
Mekorot Water Company Ltd. (the "Company")

We, the undersigned:

Name of Member	Holdings in the Tenderer (%)
_____	_____
_____	_____
_____	_____

(each: an “**Obligor**” and jointly and severally the “**Obligors**”), hereby issue this Undertaking, in addition to the representations and warranties issued by us in the Letter of Tender, as part of the Proposal submitted by

---

(the “**Tenderer**”).

### 1. **JOINT AND SEVERAL UNDERTAKING**

- 1.1. Each of the Obligors hereby undertakes that it is jointly and severally responsible towards MWC for the performance of all of the Tenderer's undertakings and obligations under the Contract, including the Tenderer's financial, legal and technical undertakings and obligation and for the execution and completion of the Works, all in accordance with the terms and condition of the Contract.
- 1.2. This Undertaking is issued by each Member regardless of its respective share in the Tenderer.
- 1.3. This Undertaking is irrevocable and binding upon each of the Obligors.
- 1.4. This Undertaking is a direct undertaking issued by each Obligor towards MWC and shall not be deemed to constitute a guarantee.
- 1.5. Without derogating from the foregoing and for the avoidance of doubt:
  - 1.5.1. The Members in the Tenderer are set forth hereinabove and there are no other Members of the Tenderer, except for the above.
  - 1.5.2. *If compliance with any of the Professional threshold requirements has been demonstrated by a Member such Member shall complete the following*: We have demonstrated compliance with the professional threshold requirement set forth in Section \_\_\_\_\_ *[to be completed]* to the RFP, and hereby warrant and undertake that the respective works in the Project will be executed by us.



- 1.5.3. *[The Pump Manufacturer shall complete the following]:* We \_\_\_\_\_  
*[insert name of the Pump Manufacturer]*, having demonstrated compliance with the financial threshold requirements, hereby warrant and undertake to financially support the Tenderer as to assure its compliance with all of its undertakings and obligations towards MWC, as set forth under the Tender Documents, the Proposal and the Contract. This undertaking shall remain valid until the full and complete fulfillment of all of the Tenderer's undertakings under the Tender Documents, the Proposal and the Contract.
- 1.5.4. MWC shall not be required to pursue any remedy it may have from the Tenderer and/or any other person/entity prior to making any demand from an Obligor and such Obligor shall not have any claim with respect thereto, nor be released from any obligations as a consequence thereof.
- 1.5.5. The validity of the obligations and liabilities of each Obligor and/or their extent shall not be affected and/or prejudiced even if the Tender Documents or the Proposal (or any part thereof) is changed and/or amended, from time to time. Each Obligor hereby confirms its consent to any change and/or amendment and shall remain responsible for all undertaking of the Tenderer as changed and/or amended.
- 1.5.6. Our obligations pursuant to this Undertaking are unconditional and shall not be voided, waived, reduced or otherwise affected, irrespective of (and each Obligor expressly waives, to the fullest extent permitted by Law, any right or defence available to it due to or as a result of):
  - 1.5.6.1. any lack of validity or enforceability of, or any ineffectiveness of, any provision of the Tender Documents or any other agreement, guarantee or instrument relating thereto;
  - 1.5.6.2. any amendment to, waiver of or consent to depart from, or failure to exercise or enforce any right, remedy, power or privilege under or in respect of the Tender Documents or any right of action, guarantee, indemnity or other contingent obligation;
  - 1.5.6.3. any compromise or settlement of any dispute with the Tenderer and MWC or any failure of supervision by MWC to detect or prevent any default of the Tenderer;
  - 1.5.6.4. the insolvency of the Tenderer, a Member or any Obligor or any proceeding, voluntary or involuntary, involving the winding-up, bankruptcy, insolvency, receivership, administration, reorganization, arrangement, dissolution or liquidation of, or affecting, the Tenderer or any Obligor or any defense which the Tenderer or any Obligor may have by reason of the order, decree or decision of any court or Governmental Authority resulting from any such proceeding;

1.5.6.5. any acceptance of any new or additional undertaking, security or any other instrument, document, agreement, or obligation in connection with all or a part of the obligations of the Tenderer under the Tender Documents;

1.5.6.6. any other circumstance, act or matter of a similar or different nature which might otherwise constitute a defence available to an Obligor or release from any or all of its obligations hereunder.

1.5.7. Notwithstanding anything contained herein to the contrary, each Obligor expressly and irrevocably waives, to the fullest extent permitted by applicable laws that exonerate or limit the liability of the Obligors including sections 8, 9, and 15 of the Guarantee Law, 5727-1967 or sureties and any defenses provided by such applicable laws.

1.5.8. Nothing herein shall be construed as imposing greater obligations and liabilities on the Obligors than are imposed on the Tenderer under the Tender Documents. The Obligors shall be entitled to all defenses, limitations and exclusions available to the Tenderer under the Tender Documents.

**2. ADDITIONAL UNDERTAKINGS**

2.1 Share capital of the Tenderer (in the event the Tenderer is incorporated as a company):

The Tenderer has an authorized share capital of \_\_\_\_\_ divided into \_\_\_\_\_ ordinary shares.

2.2 Each Member directly owns the number of Shares specified herein, free from any security interests and such shares are fully paid-up and such shares confer upon the owner thereof the percentage of the registered and issued share capital of the Tenderer specified herein.

Member	Number of Shares
_____	_____
_____	_____
_____	_____

2.3 We shall not assign or transfer any of our obligations pursuant this Undertaking without the prior written approval of MWC.

We shall not transfer, sell or issue any shares, partnership interests, options, warrants or any other securities or interests in the Tenderer without the prior written approval of MWC.

2.4 We shall provide MWC such information as MWC may reasonably require from time to time with respect to the performance of its obligations pursuant to this Undertaking.

We shall notify MWC of any legal or technical changes, including but not limited to changes in the control of the Member, and any unusual events which affect our ability to perform our obligations pursuant to this Undertaking.

3. **REPRESENTATIONS AND WARRANTIES**

3.1 Each of the Obligor makes each of the representations and warranties set out in this section to MWC.

3.2 Such Obligor has the corporate power to execute and perform this Undertaking and has taken all necessary action to authorize the execution and performance of this Undertaking. Neither the execution nor the performance of the obligations pursuant to this Undertaking:

(i) Violates any provisions of any law by which it is bound; (ii) conflicts with or violates any provisions of its Articles of Association; or (iii) violates any of the terms or provisions of any agreement or instrument to which it is party, or by which any of its assets are bound or to which it is subject, or constitutes a default under such agreement or instrument.

3.3 This Undertaking has been duly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable against it according to its terms.

3.4 There is no pending proceeding against such Obligor that may reasonably be expected to have the effect of preventing, delaying or otherwise interfering with the performance of any of its obligations under this Undertaking.

4. **NOTICES**

4.1 All notices, demands, requests, approvals and other communications under, or in connection with, this Undertaking shall be made in writing and may be sent by registered mail or facsimile.

A notice shall be deemed to have been served (i) if sent by registered mail-seventy two hours following the time of its posting; or (ii) if sent by facsimile-twenty four hours following the time of its transmission.

The address and facsimile number for all notices shall be in Israel.

4.2 The address and facsimile number for all notices are:

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4.3 Each Obligor hereby appoints \_\_\_\_\_ (*name to be completed*) a representative upon whom court papers may be served on its behalf (the “the **Process Agent**”). The service at the address of the Process Agent shall constitute proper service for the purposes of Israel Civil Law Procedure Regulations 5744-1984.

The address of the Process Agent shall be in Israel.

The details, address and facsimile number of the Process Agent are:

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5. **NO WAIVER: REMEDIES**

5.1 No failure by MWC to exercise, and no forbearance or delay in exercising any right under this Undertaking will operate as a waiver thereof.

No partial exercise by MWC of any right will preclude any other or further exercise of that right or any other right. No waiver of any breach or default under a provision of this Undertaking will constitute a waiver of any subsequent breach or default under that or any other provision of this Undertaking.

5.2 Each of the rights and remedies of MWC under this Undertaking is cumulative and not exclusive of any other right or remedy existing by agreement, under any applicable Law or at equity.

**6. GOVERNING LAW**

This Undertaking shall be governed by, and construed in accordance with the Laws of the State of Israel, without regard to the conflict of laws rules thereof.

**7. CONSENT TO JURISDICTION**

Each Obligor irrevocably submits to the exclusive jurisdiction of the authorized court in Tel-Aviv, in any proceeding arising out of or relating to this Undertaking.

To the extent that an Obligor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process with respect to itself or its property, such Obligor hereby irrevocably waives such immunity, to the extent permitted by applicable laws, in respect of its obligations under this Undertaking.

**8. SEVERABILITY**

Any part of this Undertaking which is found to be invalid or unenforceable, shall not affect the validity or enforceability of any other parts. Such invalid or unenforceable part shall be deemed severed from the Undertaking which shall be construed and enforced without reference to such part.

Where provisions of any applicable Law resulting in such invalidity or unenforceability may be waived, they are hereby waived by the Obligors to the full extent permitted by applicable Law so that this Undertaking shall be deemed valid, binding and enforceable in accordance with its terms.

**9. ENTRY INTO FORCE And VALIDITY**

This Undertaking shall enter into force on the date of announcement of the Preferred Tenderer by MWC and shall remain in force until all of the Tenderer's obligations pursuant to the Contract have been discharged in full.

**IN WITNESS WHEREOF**, the parties hereto have executed this Undertaking.

Name of Obligor	Signature	Date	Confirmation of signatory rights by an attorney	Date
_____	_____	_____	_____	_____

**Legal Counsel Declaration**

I, the undersigned, in my capacity as legal counsel of \_\_\_\_\_ (the “Member”), hereby authorize that Messrs. \_\_\_\_\_ executing the above declaration on behalf of the Member, are authorized signatories of the Member, and authorized to bind the Member for such purpose.

## **Form O – Price Proposal**

To be completed by the Tenderer

### **(Proposal Part 2)**

The Tenderer shall insert in the table below the total price proposal as a **Fixed Lump Sum**, which is to be paid by or on behalf of MWC to the Supplier in full consideration for the performance of the Works, in accordance with the provisions of the Contract (the “**Price Proposal**”).

The Price Proposal shall be in New Israeli Shekels (ILS) and shall be exclusive of VAT (which shall be added by MWC, in accordance with the requirements of the Law, to the payments the Supplier shall be entitled to in accordance with the Contract.

Price Proposal excluding V.A.T:	<b><u>Numeric:</u></b>  <div style="text-align: right;">ILS</div>
	<b><u>And in words:</u></b>  

(\*) in the event of any inconsistency between the numeric Price Proposal and the one provided in writing – MWC shall have the discretion to

The Price Proposal shall be adjusted in accordance with the provisions and procedures of **Appendix J** (Adjustment to Indices) to the Contract.

**Form P – Foreign Supplier’s Industrial Cooperation Undertaking**

*This form, including Attachment A thereof, has to be filled out, duly signed and submitted by each Proponent together with the Proponent's Proposal in response to the Tender/Request for Proposals referred to below. Failure to comply with this requirement may disqualify the Proponent's Proposal. The Proponent shall be referred to herein as the "Supplier".*

Annex to Invitation to Tender/Request for Proposals no. \_\_\_\_\_, issued by \_\_\_\_\_ (hereinafter referred to as the "Buyer") dated \_\_\_\_\_ for the supply of \_\_\_\_\_

**Foreign Supplier’s Industrial Cooperation Undertaking**

**As per the Mandatory Tenders Regulations**

**(Mandatory Industrial Cooperation), 5767-2007 (hereinafter the "Regulations")**

We, (name of Supplier) \_\_\_\_\_

having offices at (full address) \_\_\_\_\_

Commit to the State of Israel that in the event of winning the above mentioned Tender/Request for Proposals (hereinafter referred to as the "Tender"), we shall put into practice Industrial Cooperation in Israel, in accordance with the outlined below:

1. We are aware of the fact that this Industrial Cooperation Undertaking is provided pursuant to the Regulations and that the terms used herein shall have the same meanings as ascribed to them in the Regulations.
2. The extent of Industrial Cooperation that shall be carried out by us, shall equal at least 35% (for suppliers of non-excluded products from GPA member states, the extent of industrial cooperation is 20%), of the value of the Contract or of the Transaction, that will be concluded with us, in the event of winning this tender in whole or in part. With respect to the foregoing, the value of the Contract or Transaction shall also include the following: (i) the exercise of any option related

thereto; (ii) any follow-on procurement in excess of USD 500,000 that is made within a period of five years from the date of the original contract and (iii) any acquisition of spare parts, training activities, maintenance, technical assistance, guarantees etc. that will be procured from us, in connection with the main services and/or products acquired from us, within the framework of the Tender.

3. We are aware that our Industrial Cooperation Undertaking may be fulfilled by using any of the following means: local subcontracting, investments, Know-How transfer, R&D, acquisition of Israeli products, work or services, or by any other means if written approved in advance by the Industrial Cooperation Authority ("ICA"), but excluding those listed in clause 10 below.
4. (a) Within the framework of our Industrial Cooperation Undertaking we commit to carry out Local Subcontracting in a value not less than 20 % of the Contract/Transaction value and additionally, carry out Industrial Cooperation in one or more of the other ways set forth in clause 3 above, in a value not less than 15 or 0 % (subject to the rule outlined in clause 2 above) of the contract/transaction value.  
(b) We are aware that once we've committed to carry out Local Subcontracting in the value outlined above, at the end of work done, we'll have to provide the Buyer and the ICA with a signed by a CPA report, indicating the value and nature of Local Subcontracting actually materialized.
5. We are aware of that in accordance with the provisions of the Tender, we are required to provide in conjunction with our price proposal and this duly signed undertaking form, a detailed fulfillment program with respect to our Industrial Cooperation Undertaking, in the event that we win the Tender, as further described below in clause 11. Failure to provide the fulfillment program as required will disqualify our bid.
6. We are aware that if we win the Tender, the ICA will be in charge on behalf of the Government of Israel with the appraisal, classification and monitoring of the hereby attached fulfillment program.
7. Our Industrial Cooperation Undertaking shall be carried out within 3 (three) years as of the effective date of the Contract/Transaction the subject of the Tender. The



ICA may upon request, approve an extended period of time for the fulfillment of our Industrial Cooperation Undertaking, considering the nature of Industrial Cooperation to be implemented or the complexity of the contract/transaction. In any case, our undertaking for Industrial Cooperation remains in force until completed.

8. The records of ICA pertaining to the execution of our Industrial Cooperation Undertaking shall be *prima facie* evidence in any matter relevant to the fulfillment of this requirement in the Tender.
  
9. We are aware that in order to value the extent of Industrial Cooperation activities carried out by us pursuant to this Industrial Cooperation Undertaking the following rules shall apply:
  - (a) New or incremental procurement by the Supplier of Israeli products or services, compared to the Supplier's average extent of procurements carried out in the last 3 (three) years, or the award of orders for local subcontracting, **both comprising a level of Israeli added value of at least 35(thirty five)%**, shall result in Industrial Cooperation credits in a value of 100 (one hundred)% of the business deal nominal price.
  - (b) In some instances, subject to the rules to be published and on a case by case basis, the ICA will be entitled to grant credits exceeding 100 (one hundred)% of the business deal price, by virtue of Industrial Cooperation activities of a unique nature, or activities implemented with preferred industry sectors and regions.
  
10. Furthermore we are aware that:
  - (a) Any grant that was provided by the Government of Israel as part of a plan for an investment, acquisition or funding of a R&D project shall not be taken into account for the purpose of calculating our Industrial Cooperation Undertaking.
  - (b) Expenditures such as: agent commissions, personnel expenses, office expenses and other expenses that were incurred for the purpose of promoting our sales in Israel, as well as Government Of Israel Furnished Equipment (hereinafter the "GOIFE"), shall not be recognized as Industrial Cooperation activities.
  - (c) Purchase of shares of Israeli companies to which the Securities Law 5728-1968 applies, to the extent in which the purchaser is not deemed to be "*a party with an interest*" as defined in the said Law, will not be considered as Industrial Cooperation.

(d) Any activity of ours with the Israeli industry that was carried out prior to being awarded with the Buyer's contract shall not be eligible for crediting purposes.

(e) Any Industrial Cooperation activity to be carried out by us which is not part of our fulfillment program will be subject to ICA's prior approval.

(f) Activities of the Supplier with Israeli industry due to which credits are to be requested, but at the same time are to incur offset/Industrial Cooperation obligations on the Israeli industry, will be subject to the ICA's earlier written approval on a case by case basis, otherwise, same activities shall not be eligible for crediting purposes.

g) The ICA shall be entitled, in the event that the Supplier failed to fulfill its obligations as defined in this Industrial Cooperation Undertaking, after having given the Supplier the opportunity to voice its claims to the ICA, to determine, with the consent of the Accountant General of the Ministry of Finance and in consultation with the Minister that it believes is connected with the matter, to determine that the Supplier did not comply with its Industrial Cooperation Undertaking, and that the Supplier shall not be entitled to engage in supply contracts with a Government Entity for a period that shall not exceed 5 (five) years.

11. Aimed at demonstrating our serious intentions regarding the fulfillment of our Industrial Cooperation Undertaking, we commit to take the following steps:

(a) To furnish along with the submission of our bid or price proposal (the latest between the two), a fulfillment program for our Industrial Cooperation Undertaking, if we win the above mentioned Tender. We will use Attachment A to specify the program including as many details as possible of subjects for Industrial Cooperation with the Israeli industry, implementation mile stones and time frame of completion, having regard to activities as outlined in clause 3 above.

(b) Part of that program will be the appointment and written notification of a competent person to act as our Industrial Cooperation Coordinator (ICC), who will be responsible on our behalf for the fulfillment of this Industrial Cooperation Undertaking, for managing the activities in this regard and serve as our contact with the ICA, with the Israeli industry and other business entities. The appointee's name and position in our organization and all other complementary information will be fully outlined in the program submitted.

In case the ICC is replaced at any time in the future, we are committed to notify the ICA within 72 hours from the time the replacement took place.

(c) To take all conventional measures, including the use of consultation services, conducting a professional survey in Israel, visiting business entities in Israel and vice versa, or any other means aimed at the examination of business feasibilities in Israel.

(d) Once every year (on January 31) and until our undertaking is fully satisfied, we shall furnish the ICA with written - in a format to be set by the ICA - reports, having regard to the fulfillment of our Industrial Cooperation Undertaking for Industrial Cooperation, which will include the following data:

(1) Full identifying details of orders for Israeli products, work and services, local Subcontracts, investments or any other Industrial Cooperation activities carried out during the reporting period, subject to the rules set forth in clause 9 above.

(2) Any additional information that might be required by the ICA, regarding activities we've carried out aimed at the fulfillment of our undertaking.

**Non compliance with any of the requirements outlined in clause 11 will be deemed as a violation of our undertaking.**

12. All communications on our behalf having regard to the fulfillment of this Industrial Cooperation Undertaking will be sent to the ICA at the following address:

**Industrial Cooperation Authority**

**Ministry of Economy**

**86 Menachem Begin Rd.,**

**P.O. Box 36049 Tel Aviv 67138, Israel.**

**Tel: +(972) 3 7247514 Fax: +(972) 3 7347639**

and additionally, for U.S. and Canadian companies:

**Government of Israel Economic Mission - US Director ICA**

**800 Second Ave. 17<sup>th</sup> Floor,**

**New York, NY 10017, U.S.A.**

**Tel: (212) 499 5741, Fax: (212) 499 5745**

Signature of an authorized officer on behalf of the Supplier:

If the bid is submitted by an importer and/or a leasing services provider, this document should be signed by an authorized officer on behalf of the foreign manufacturer of the goods or services to be supplied pursuant to the a.m. tender.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax No: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_  
\_\_\_\_\_

1/9/2014

## **Attachment A**

to the

### **Industrial Cooperation Undertaking**

Related to Tender/RFP No. ....

Issued by Mekorot Water Company Ltd. Dated .....

Pursuant to clause 11(a) of the a.m. document, we (full company name)  
....., hereby  
submit our Fulfillment Program, that will serve as our initial draft, aimed at the  
satisfaction of our a.m. undertaking, as follows:

1. In accordance with clause 3 of our undertaking, our fulfillment activities will be in the fields of one or more of the following Industrial Cooperation Categories:

- Local Subcontracting
- R&D Orders
- Investments
- Acquisition of Israeli Products, Work or Services
- Know-How transfer
- Other .....

2. Anticipated / Approximate dates of the following mile stones implementation:

- a. Conducting an Israeli industry survey: .....
- b. Projects and partners selection: .....
- c. Starting date of IC activities implementation: .....
- d. Full program accomplishment: .....

Industrial Cooperation Category	Transaction Description	Estimated Timeframe		Names of Israeli Entities Involved	Transaction Value	Israeli entity's Contact Person info.
		Start Date	Due Date			

					Total Fulfillment Value	

3. Following is our prospective Fulfillment Program.

(Additional records, should be registered in the same matrix format).

4. Following is the info of our Industrial Cooperation Coordinator (ICC)

I.C.C. Name:  
..... Title:.....  
Full address:.....  
...  
Tel. no..... Fax  
no.:.....  
Cell:.....  
EMail:.....

**Signature of an authorized officer on behalf of the Supplier**

Name: ..... Title:  
.....

Signature: .....  
.....

Date:

**Note: For further clarifications or assistance in filling out this document, feel free to contact the corresponding ICA representative, to be found at: [www.ica.gov.il](http://www.ica.gov.il)**