

19 November, 2019

Subject: Hayarkon River Water Treatment Plant Technological Tender no R-42/2019 – Clarification Notice no. 2

Pursuant to the provisions of Section 11.1 (Clarification to Tender Documents) and 11.2 (Amendments of Tender Documents), MWC issues this Clarification Notice no. **2**.

1. Tenderer's Conference & Site Visit –

- (a) The Tenderer's Conference & Site Visit was held on October 31, 2019.
- (b) First a Tenderer's Conference was held at the Yehosha Park offices during which a Presentation was made, and the issues included therein were addressed by MWC's representatives. A supplemented Presentation is attached hereto as **Annex B**.
- (c) Following the Tenderer's Conference, a Site Visit was conducted adjacent to the location designated for the WTP's construction.
- (d) During the Tenderer's Conference and afterwards during the Site Visit the representatives have documented their participation. A list of the entities who were represented in the Tenderer's Conference & Site Visit is attached hereto as **Annex C**.

2. Clarification Items –

- (a) Section 3.6 of **Volume 1** (Request for Proposals) shall be replaced per item **1** of **Annex D** (Amendment(s) to Tender Documents).
- (b) The Tender Bond's expiry shall be amended per item **2** of **Annex D** (Amendment(s) to Tender Documents).
- (c) Section 7.5.2 of **Volume 1** (Request for Proposals) –
 - (i) MWC was requested to amend the defined minimum capacity provided under limb (a) – definition of "TP". After considering the request MWC has decided to reject the request.
 - (ii) Within Sub-Section (b) appearing after the sentence "*... at least, two (2) Treatments Plants ("TP") each separately complying with all requirements below – ...*" the word "**years**" will be inserted after the number "**2**". See item **3** of **Annex D** (Amendment(s) to Tender Documents).
- (d) Participants request to execute Voluntary Sampling (per Sections 2.4.2 and 2.5 of **Volume 1** (Request for Proposals) – the date by which requests should be submitted by Participants to MWC's

POC is postponed to November 28, 2019. See item **4** of **Annex D** (Amendment(s) to Tender Documents).

3. Per the provisions of Section 12.2.4 of **Volume 1** (Request for Proposals), this Clarification Notice shall be attached by the Tenderer to its Proposal.
4. This Clarification Notice shall be uploaded to MWC's Website. Note it's the Participant's full and sole responsibility to ongoingly review MWC's Website for notifications regarding the Tender.
5. In accordance with the provisions of Section 11.2.4 (regarding approval of acceptance thereof by Participants) of **Volume 1** (Request for Proposals), the Participant is kindly request to complete and submit the attached **Annex A**.
6. None of the above shall be construed to derogate from MWC's rights and privileges under the Tender Documents and all Laws and Regulations.

Sincerely,

Lihi Cohen – MWC's POC

Annexes:

A – Acknowledgement of Receipt.

B – Tenderer's Conference & Site Visit - **Presentation**.

C – Tenderer's Conference & Site Visit – **list of Participants**.

D – Amendment(s) to Tender Documents.

E – Tender Form H – Mandatory Tender Bond [Amended].

Annex A

ACKNOWLEDGEMENT OF RECEIPT

To:

MWC's POC - Mrs. Lihi Cohen

E-mail: Lcohen@Mekorot.co.il

Hayarkon River Water Treatment Plant Technological Tender no R-42/2019 – Clarification Notice no. 2

Pursuant to the provisions of Section 11.2.4 of **Volume 1**, the Participant hereby acknowledge receipt of **Clarification Notice No. 2**.

Name of the Participant

Name and signature of the Participant's
Authorized Representative

Annex B

Tenderer's Conference & Site Visit – **Presentation**

[see PPT file uploaded separately]

Annex C

Tenderer's Conference & Site Visit – **list of Participants**

- (a) SUEZ WTS
- (b) Elcode Engineering ltd.
- (c) GES
- (d) Evoqua Water Technologies, Ltd
- (e) Modotec Water Technologies Ltd. - KOCH MEMBRANE SYSTEMS
- (f) Etaniv B.Y ltd
- (g) Odis
- (h) Elad Technologies
- (i) Shikun & Binui Solel Boneh
- (j) Fluence
- (k) SIMON MOOS DENMARK
- (l) אינסטרומטריקס בקרה תעשייתית בע"מ

Annex D

Amendment(s) to Tender Documents

No	Clarification Item per Section 2 of the Clarification Notice	Tender Document(s)	Section(s) / Tender Form / Tender Annex / Appendix	Amendment
1	(a)	Volume 1 - RFP	3.6	<p>The Section shall be amended as follows:</p> <p>" 3.6</p> <p>A Tenderer, Member and Membrane Manufacturer may not submit or participate, by itself or with any other party, in the preparation or submission of more than one Proposal. In the event this prohibition is not met then without derogating from any other right or discretion, MWC will reject all such Proposals and disqualify the participation of all involved Tenderers, Members and Membrane Manufacturers.</p> <p>Accordingly, the following legal entities shall be prevented from participating in this Tender process and submitting a Proposal:</p> <p>(i) A legal entity which exercises Control over the Tenderer, the Member or Membrane Manufacturer (as applicable);</p> <p>(ii) A legal entity which is Controlled by the Tenderer, the Member or Membrane Manufacturer (as applicable); and</p> <p>(iii) A legal entity which is Controlled by the same legal entity Controlling the Tenderer, the Member or Membrane Manufacturer (as applicable).</p>

				<p><u>A Tenderer, Member and Membrane Manufacturer and any Related Entity of the foregoing may not submit or participate (as applicable), by itself or with any other party, in the preparation or submission of more than one Proposal.</u> In the event this prohibition is not met then without derogating from any other right or discretion, MWC will reject all such Proposals and disqualify the participation of all involved Tenderers, Members and Membrane Manufacturers.</p> <p><u>"Related Entity" – shall mean any corporate that is either:</u></p> <ul style="list-style-type: none"> (iv) <u>A corporation which exercises Control over the Tenderer, the Member or Membrane Manufacturer (as applicable); or</u> (v) <u>A corporation which is Controlled by the Tenderer, the Member or Membrane Manufacturer (as applicable); or</u> (vi) <u>A corporation which is Controlled by the same corporation Controlling the Tenderer, the Member or Membrane Manufacturer (as applicable)."</u>
2	(b)	Volume 1 – Tender Forms and Annexes	Tender Form H – Mandatory Tender Form	<ul style="list-style-type: none"> (a) The Tender Bond shall expire on – <u>30.7.2020</u>. Attached hereto as Annex E is an amended Tender Annex H reflecting the aforesaid amendment. This form replaces and annuls the previous Tender Form H. (b) The words "Tender Annex H" in Sections 13.1, 13.5 & 13.11 will be replaced with the words "Tender Form H".

3	(c)(ii)	Volume 1 - RFP	7.5.2	<p>The Section shall be amended as follows:</p> <p>"7.5.2 Joint Venture</p> <p>The Member has:</p> <ul style="list-style-type: none"> (a) itself (alone or jointly with others) designed and commissioned; or (b) Itself (alone or jointly with others) designed and supervised the commissioning of; or (c) Itself (alone or jointly with others) was responsible towards the respective client for the design and commissioning of - <p>at least, two (2) Treatments Plants ("TP")¹ each separately complying with all requirements below –</p> <ul style="list-style-type: none"> (a) TP construction began, at the earliest, on 1.1.2010². (b) TP operated³, prior to Submission Date, for, at least, 7,000 hours within a maximum period of 2 <u>years</u> as of operation commencement. (c) TP operation was or still is materially based upon the Tenderer's design⁴ also in the event the Tenderer has executed or was responsible for the execution of design adaptations prior to or during operation. <p>For the purpose of this Section 7.5.2 :</p> <ul style="list-style-type: none"> (a) "TP" a filtration plant or a desalination plant or a wastewater treatment plant.
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¹ At least 2 TPs have to be demonstrated. The 2 TPs may have been included in the same Project or each TP in a different Project.

² The design of both TPs may have commenced earlier.



³ With regard to this item (b) and following item (c) - also if operation was not executed by the Member.

⁴ Whether executed by it alone or with others per 7.5.2(a) or 7.5.2(b) or responsible towards the respective client therefore per Section 7.5.2(c).

				<p>Each TP, whether a filtration plant, a desalination plant or a wastewater treatment plant shall be of a capacity of, at least, 500 cubic meters per hour.</p> <p>(b) "Design" – shall mean the design, at least, of all following elements: (i) piping; (ii) civil engineering; (iii) electric - mechanical; and (iv) hydraulics."</p>
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4	(d)	Volume 1 - RFP	2.5	<p>The Table included under Section 2.5 shall be amended as follows:</p> <table border="1" data-bbox="916 422 2018 1115"> <tr> <td data-bbox="916 422 1653 507">Mandatory Tenderers' Conference and Site Visit <i>[additional information provided under Section 4.2]</i></td> <td data-bbox="1653 422 2018 507">October 31, 2019 - 12:00 (noon)</td> </tr> <tr> <td data-bbox="916 507 1653 671">Participant's Request to execute Voluntary Sampling</td> <td data-bbox="1653 507 2018 671">14 Days of the Tenderers Conference & Site Visit <u>By November 28, 2019</u> (inclusive).</td> </tr> <tr> <td data-bbox="916 671 1653 836">Execution of Voluntary River Sampling by Interested Participants <i>[additional information provided under Section 2.4.2]</i></td> <td data-bbox="1653 671 2018 836">Shall be notified by MWC within the framework of a Clarification notice</td> </tr> <tr> <td data-bbox="916 836 1653 1034">Last date for submission of queries and requests for clarifications regarding the Contract Documents including Voluntary Pre-Ruling of Tender Bond <i>[additional information provided under Sections 11.1 & 13.3]</i></td> <td data-bbox="1653 836 2018 1034">December 2, 2019</td> </tr> <tr> <td data-bbox="916 1034 1653 1115">Submission Date</td> <td data-bbox="1653 1034 2018 1115">January 30, 2020 as of 09:00 until 16:00</td> </tr> </table>	Mandatory Tenderers' Conference and Site Visit <i>[additional information provided under Section 4.2]</i>	October 31, 2019 - 12:00 (noon)	Participant's Request to execute Voluntary Sampling	14 Days of the Tenderers Conference & Site Visit <u>By November 28, 2019</u> (inclusive).	Execution of Voluntary River Sampling by Interested Participants <i>[additional information provided under Section 2.4.2]</i>	Shall be notified by MWC within the framework of a Clarification notice	Last date for submission of queries and requests for clarifications regarding the Contract Documents including Voluntary Pre-Ruling of Tender Bond <i>[additional information provided under Sections 11.1 & 13.3]</i>	December 2, 2019	Submission Date	January 30, 2020 as of 09:00 until 16:00
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<u>-End-</u>														

[Annex E of Clarification Notice no. 2]

Tender Form H Mandatory Tender Bond

[Sections 7.1, 8.1 and 13 of Volume 1 (RFP). Note: Voluntary Pre-Ruling of Tender Bond]

ערבות הצעה [יוגש מקור]

תאריך:

לכבוד,
מקורות חברת מים בע"מ
א.ג.נ.

הנדון: ערבות מס'

1. על פי בקשת _ (להלן: "המבקש"), אנו ערבים בזאת כלפיכם לשלם לכם כל סכום לפי דרישתכם, עד לסכום 200,000 ₪ (מאתיים אלף שקלים חדשים) (להלן: "סכום הערבות"), בקשר לעמידתו של המבקש בהתחייבויותיו הכלולות בהצעה שהגיש במסגרת הליך מכרז R-42/2019.
2. אנו מתחייבים לשלם לכם, לפי דרישתכם הראשונה בכתב, כל סכום אשר יצוין באותה דרישה, באופן מיידי ובכל מקרה לא יאוחר מתום שבעה (7) ימים ממועד קבלת דרישתכם במשרדנו, לפי כתובתנו הבאה: רחוב _____ וזאת כל עוד דרישתכם התקבלה במשרדנו לא יאוחר מהתאריך שבסעיף 7 להלן.
3. דרישה בכתב כאמור אין פירושה דרישה שתגיע למשרדנו באמצעות פקסימיליה, טלסקס, מברק, דואר אלקטרוני או בכל אמצעי אלקטרוני אחר, ודרישה כזו לא תיחשב כדרישה בהתאם לסעיף 2 הנ"ל.
4. למען הסר ספק מובהר בזאת, כי דרישתכם לתשלום מכוח כתב ערבות זה יכול שתהיה לשיעורין, וכי התשלום יתבצע בהתאם לדרישתכם כאמור, ובלבד שסך כל התשלומים מכוח כתב ערבות זה לא יעלה על סכום הערבות.
5. התחייבותנו לפי כתב ערבות זה היא בלתי מותנית, ובכלל זה לא תהיו חייבים להסביר, לנמק, לפרט, לבסס או להוכיח את דרישתכם או לדרוש תחילה את התשלום מאת המבקש.
6. כתב ערבות זה אינו נתון להעברה או להסבה.
7. כתב ערבות זה יעמוד בתוקפו עד ליום **30.7.2020**.