

1 April, 2020

To:

Participants of the Tenderer's Conference & Site Visit [October 31, 2019 & January 29, 2020]

Subject: Hayarkon River Water Treatment Plant Technological Tender no R-42/2019 – Clarification Notice no. 7

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. 7.

1. Clarification Items –



(a) **Insurance**

(i) Per the Israeli Insurance Commissioner's Circular no. 2019-1-6 dd. May 15th, 2019 – the following amendments to the Tender Documents are made –

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>Amendments to Tender Documents</u>
1	Volume 2 (Contract)	3.5.1	The first paragraph of the Section is amended as follows: "3.5.1 Without derogating from the Supplier's liability under the Contract and/or under any Laws and Regulations, the Supplier undertakes to purchase and maintain, as of the time it is requested to issue the Insurance policies per Section 18.(ii) of Volume 1 (Request for Proposals) and until the completion of the Warranty Period (" Insurance Period "), Insurance Policies <u>with limits of liability, terms and conditions as stated in the Insurance Certificate attached hereby as Appendix G (Insurance Requirements and Certifications (hereinafter: "Insurance Certificate" and/or "Supplier Insurances"), from an Israeli insurance company per Article 15(A)(1) of Control of Financial Services (Insurance) Law, 5741- 1981.</u>
2		3.5.3	The Section is amended as follows: "3.5.3 The Supplier shall release MWC and any person on its behalf from any liability whatsoever and MWC will not have any obligation concerning any loss and/or damage to property of the Supplier and/or its employees, invitees, clients or any person acting on its behalf. The exemption will not apply on a person who caused damage willfully."
3		3.5.10	The Section shall be replaced with the following: " 3.5.10. <u>The Supplier undertakes to provide MWC prior to signing the Contract and as a condition thereto, the Insurance Certificate as per Appendix G or equivalent Certificate, as set by Israeli Insurance Commissioner's Circular no. 2019-1-6 dd. May 15th, 2019 and/or a copy of each policy duly signed by its Insurers and/or a copies of all the policies as defined in Appendix G. 7 Days before the end of their period expiry date of any one of the insurance policies, the Supplier undertakes to provide MWC with an updated Insurance Certificates for the extension of the policies and/or a copy of extended policies for an additional period ensuring valid policies are always maintained . The Supplier undertakes to provide MWC with updated Insurance Certificates and/or insurance policies of each insurance period for the entire Insurance Period.</u> "

(a) **Insurance**

(i) Per the Israeli Insurance Commissioner's Circular no. 2019-1-6 dd. May 15th, 2019 – the following amendments to the Tender Documents are made –

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>Amendments to Tender Documents</u>
4	Appendix G ((Insurance Requirements and Certifications))	2	The Section is amended as follows: "2. Policy Number for Public Liability Insurance: covering public legal and contractual liability of Contractor as well as its sub-contractors and any person acting on its behalf, subject to a limit of liability not less than US\$ 4,000,000 per plaintiff, event and annual aggregate. The Policy <u>doesn't exclude covers in respect of</u> subrogation claims made by <u>Israeli National Insurance Institute</u> . Damage to MWC's property will be considered as damage to third party. The Policy is extended to indemnify the Company should a claim be made against it, with respect to the Services. Insurance period: from _____ to _____.
5		6	The Section shall be replaced with the following: <u>"6. Policy Number for Marine Insurance: covering all of the shipments and/or equipment and/or transfers which shall be made from overseas to Israel, connected with the execution of the agreement, warehouse to warehouse (door to door). It is agreed that Mekorot shall be named as a beneficiary according to its interest in the equipment. In the event of loss or damage to the insured property, insurance proceeds will be paid solely to Mekorot."</u>

(ii) **Insurance - Requests for Clarifications**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
1	Volume 2 (Contract)	3.5 (Insurance) and Appendix G (Insurance Requirements and Certifications)	(a) It was argued that issuance of a Policy for Extended Fire Insurance is not possible	Requirements remain unchanged. Participants are referred to the final paragraph of Section 3.5.1 of Volume 2 (Contract)	N/A
			(b) It was argued coverage of subrogation claims made by National Insurance Institute is not possible	Requirements remain unchanged. See item 4 of the table provided under section 1(a)(i) above supplementing Section 2 of Appendix G .	N/A

(ii) Insurance - Requests for Clarifications					
<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
2		3.5.1	(a) MWC was requested to delete the following part: "... from an Israeli insurance company per Article 15(A)(1) of Control of Financial Services (Insurance) Law, 5741-1981. "	RFC is rejected. See the addition made	The first paragraph of the Section is amended as follows ¹ : "3.5.1 Without derogating from the Supplier's liability under the Contract and/or under any Laws and Regulations, the Supplier undertakes to purchase and maintain, as of the time it is requested to issue the Insurance policies per Section 18.(ii) of Volume 1 (Request for Proposals) and until the completion of the Warranty Period (" Insurance Period "), Insurance Policies with limits of liability, terms and conditions as stated in the Insurance Certificate attached hereby as Appendix G (Insurance Requirements and Certifications (hereinafter: " Insurance Certificate " and/or " Supplier Insurances ")), from an Israeli insurance company per Article 15(A)(1) of Control of Financial Services (Insurance) Law, 5741-1981 or international reputable insurance company, which financial strength is rated not lower than A+ by Standard & Poor, or AA- by Fitch, or A by A.M. Best."

¹ See item **1** of the table provided under section 1(a)(i).

(ii) **Insurance - Requests for Clarifications**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
			(b) MWC was requested to replace the second paragraph with "Regarding liability insurances, the Supplier undertakes to continue and maintain the insurances for the Insurance Period"	RFC is rejected.	N/A
3		3.5.3	MWC was requested to add the words "to the extent caused by the negligence of the Supplier" after the words "... acting on its behalf".	RFC is rejected	N/A
4		3.5.4	MWC was requested to omit the Section as it was argued it is not applicable.	RFC is rejected	N/A
5	Appendix G (Insurance Requirements and Certifications)	Section 1 – Extended Fire Insurance	MWC was requested to add the following at the end of the Section: "at the Supplier's option it may elect to self-insure its property against loss or damage to the extent allowed by Laws and Regulations".	RFC is rejected. Note the following provisions of Section 3.5.1: " <i>Without derogating from the stated above, it is agreed that the Supplier is allowed not to maintain an "extended fire" policy as described in the certificate of insurance, but release MWC and any person on its behalf as stated on clause 3.5.1 below.</i> "	N/A

(ii) **Insurance - Requests for Clarifications**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
6		Section 2 - Public Liability Insurance	(a) MWC was requested to omit the words "per plaintiff" after the sum "US\$ 4,000,000".	RFC is accepted. See amendment	See Amended Appendix G (Insurance Requirements and Certifications) attached hereto as Annex B .
			(b) MWC was requested to clarify the intent of "Policy covers subrogation claims made by National Insurance Institute".	In the event a subrogation claim with respect to the Services is submitted against MWC by the National Insurance Institute, then MWC will be indemnified by the Public Liability Policy's Insurers	N/A
			(c) MWC was requested to reduce the sum from US \$ 4,000,000 to US \$ 1,000,000.	The sum shall be reduced to US \$ 3,000,000.	See Amended Appendix G (Insurance Requirements and Certifications) attached hereto as Annex B .
			(d) MWC was requested to delete the words: <i>"The Policy is extended to indemnify the Company should a claim be made against it, with respect to the Services."</i>	RFC is rejected	N/A
7		Section 3 - Employers Liability Insurance	(a) MWC was requested to omit the words "per plaintiff" after the sum "US\$ 5,000,000".	RFC is accepted.	See Amended Appendix G (Insurance Requirements and Certifications) attached hereto as Annex B .

(ii) **Insurance - Requests for Clarifications**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
			(b) MWC was requested to clarify the following: " The insurance is extended to cover the Company should a claim be made against it by any of Contractor's employees, with respect to any work, accident or occupational disease related to the Services.	See amendment.	See Amended Appendix G (Insurance Requirements and Certifications) attached hereto as Annex B .
			(c) MWC was requested to reduce the sum from US \$ 5,000,000 to US \$ 1,000,000.	See amendment.	See Amended Appendix G (Insurance Requirements and Certifications) attached hereto as Annex B .
8		Section 4 - Professional Liability Insurance	MWC was requested to reduce the sum from US \$ 8,000,000 to US \$ 1,000,000.	See amendment.	See Amended Appendix G (Insurance Requirements and Certifications) attached hereto as Annex B .
9		Section 4 - Professional Liability Insurance & Section 5 - Product Liability Insurance	MWC was requested to add, before the coverage sum (8,000,000 US \$ for Section 4 and the same sum for Section 5) "EUR 10.000.000".	See amendment.	See Amended Appendix G (Insurance Requirements and Certifications) attached hereto as Annex B .

(ii) **Insurance - Requests for Clarifications**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
10		p. 29 [under Section 6 – Marine Insurance	MWC was requested to omit the paragraph and replace it with "Upon request the Contractor (Supplier) will provide the Company (MWC) with certificates of insurance for the listed insurances".	RFC is rejected.	N/A
11		General Terms	MWC was requested to: (a) Omit Section 1. (b) Omit Section 3 since if the policies were cancelled then MWC cannot claim the insurer but the Supplier (Contractor). (c) Omit Section 3 since only the Supplier (Contractor) should inform MWC of the cancellation.	RFCs rejected. Without derogating from the above – section 3 does not relate to the policy's cancellation but a breach of its conditions in good faith.	N/A
			(d) Section 6 - shorten the 60-day period to a 30 day period.	Confirmed.	See Amended Appendix G (Insurance Requirements and Certifications) attached hereto as Annex B .

(b) Currency of Price Proposal, Contract Price and Payments – Clarifications and Amendments			
Item no.	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>Amendments to Tender Documents</u>
1	Volume 1 (Request for Proposals)	Definitions	The following definitions shall be added: (a) " Euro – NIS Exchange Rate " – the exchange rate of both currencies published by the Bank of Israel known on Submission Date. (b) " US Dollar – NIS Exchange Rate " – the exchange rate of both currencies published by the Bank of Israel known on Submission Date.
2		New Section 9.3(III)	(a) The following paragraph now constituting the second paragraph under Section 9.3(II) (Commercial Proposal - Excel Sheet) shall be numbered (III): "9.3 (III) MWC shall gather all data proposed by the Tenderer within Commercial Proposal Tender Forms 1 – 5 above and insert them into the respective fields of the Excel Sheet thereby determining, inter alia, the Total Water Cost and Price Proposal:" (b) Sub-section (b) of the above Section 9.3 (III) shall be amended as follows: "(b) Price Proposal - the PP of the Preferred Tenderer (the Tenderer whose TWC was found by MWC to be the lowest) shall constitute the Contract's Final Fixed Lump Sum as referred to under Section 15 (Contract Price) of Volume 2 (Contract). The PP is to be proposed by the Tenderer in Tender Form G(1) (Capex) – item 3 in <u>one of the following currencies</u> : (a) <u>new Israeli shekels only (NIS); or</u> (b) <u>US dollars; or</u> (c) <u>Euro.</u> <u>The proposed PP shall be proposed entirely (100%) in one of the currencies identified above (the PP shall not be divided) and shall exclude and excluding VAT. Contract Appendix (I) (Linkage of NIS Payments) - provides the manner by which linkage shall be calculated by MWC for NIS currency only.</u> <u>For all purposes regarding Tender stage (save for the Tender Bond sum which shall indicated in NIS as per Section 13.1 and Tender Annex H and Sections 12.3.10 and 21A) including for the purpose of evaluating, scoring and comparing the Proposals, scoring the TWP and considering the proposed PP with MWC's Price Estimate, as provided under Section 17.3 (a), Price Proposals which were proposed in Euro shall be converted by MWC to NIS per the Euro – NIS Exchange Rate and Price Proposals which were proposed in US dollars shall be converted by MWC to NIS per the US Dollar – NIS Exchange Rate. The Contract Price of the Supplier shall be in the currency and sum proposed by it in its submitted Tender Form G(1) (Capex).</u>
3		Section 9.6	The Section shall be amended as follows:

			"9.6 All prices shall be indicated in the <u>currency proposed by the Tenderer in the currency proposed by its, per the provisions of Section 9.3(III)(b), for the proposed Price Proposal New Israeli Shekels ("NIS") currency only</u> and shall not include VAT which, in accordance with the applicable Laws and Regulations <u>and Tender Documents</u> , shall be added by MWC to the payments the Supplier shall be entitled for as per the provisions of Volume 2 (Contract)."
4	Volume 2 (Contract)	Section 6.4	The second paragraph of the Section shall be amended as follows: "6.4 The Supplier's entitlement – in any event - shall not exceed the aggregate sum of 200,000 NIS (also in the event the actual costs incurred were greater). <u>In the event the Contract Price is in Euro currency or US dollars the aforesaid sum shall be calculated per the Euro – NIS Exchange Rate or US dollar – NIS Exchange Rate, respectively.</u> This shall serve as the sole and entire remedy to which the Supplier may be entitled in connection with MWC's delay to issue the Notice to Commence in addition to MWC's obligation – under these circumstances - to adapt the Project Schedule to reflect the period of time in excess."
5		Section 15.1 (Contract Price)	The Section shall be amended as follows: "15.1 Final Fixed Lump Sum - 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, shipping, supply and delivery to site, supervision of installation and commissioning of the Equipment and warranty (all as provided under the Contract Documents) shall consist of the final fixed lump sum as accepted by MWC: _____ [sum in NIS or <u>US dollars or Euro</u> excluding VAT per Tender Form G(1) – Commercial Proposal CAPEX] <u>excluding VAT</u> (" Final Fixed Lump Sum ")."
6		Section 15.3 (Currency)	The Section shall be amended as follows: " Currency - the Final Fixed Lump Sum in its entirety shall be paid in <u>the currency indicated by the Supplier, per the stipulations of Volume 1</u> (request for Proposals), in Tender Form G(1) (Capex) of its Proposal New Israeli Shekels only ."
7		Section 15.6.3 (Payment Adjustments)	The Section shall be amended as follows: "15.6.3 Payment Adjustments – payments shall be linked in accordance with the provisions of Appendix (I) (Linkage of NIS Payments). No other linkage, interest, additions or payments shall be made. <u>Without derogating from the above in the event the Contract Price which is in US dollars or Euro – its payments shall bare no linkage.</u> "
8		Section 15.7.4 (Retention Monies payment)	The Section shall be amended as follows: "15.7.4 Retention Monies payment – NIS Linkage differences - the returned Retention Monies shall be linked as following:

			<p>15.7.4.1. The sums paid pursuant to the provisions of Section 15.7.1 shall be linked from the respective CPI's, known on the date each of sums were retained to the last CPI known on the date the Successful Commissioning Certificate was issued by MWC.</p> <p>15.7.4.2. The sums paid pursuant to the provisions of Section 15.7.2 shall be linked from the respective CPI's, known on the date each of sums were retained to the last CPI known on the date Warranty Period – as may be extended per the provisions of the Contract Documents - has expired. <u>Linkage per this Section 15.7.4 shall be made only in the event the Contract Price is in NIS. Linkage per this Section 15.7.4 shall not be made in the event the Contract Price is in US dollars or Euro.</u>"</p>
9		New Section 16.3.8	<p>A new Section 16.3.8 shall be added: <u>"16.3.8. In the event the Contract Price is in US dollars or Euro – the LD sums per Sections 16.1 and 16.2 and LD Cap shall be calculated per the applicable exchange rate: (a) Euro – NIS Exchange Rate for a Contract Price in Euro; or (b) US dollars – NIS Exchange Rate for a Contract Price in US dollars."</u></p>
10		Section 20.6.3 (Supplier's Request for Key Members Substitution - payment)	<p>The Section shall be amended as follows: "20.6.3 For each substitution initiated by the Supplier and approved by MWC – the Supplier shall pay (at MWC's demand per its sole discretion) the sum of 50,000 NIS. <u>In the event the Contract Price is in US dollars or Euro – the aforesaid sum shall be calculated per the applicable exchange rate: (a) Euro – NIS Exchange Rate for a Contract Price in Euro; or (b) US dollars – NIS Exchange Rate for a Contract Price in US dollars.</u>"</p>
11		Section 29.4.1.3	<p>The Section shall be amended as follows: "29.4.1.3. 5% of the Milestones which were cancelled as a result of such termination. These Milestones shall not include the Milestones referred to under the above Section 29.4.1.1 or Milestones which scope includes the Works referred to under the above Section 29.4.1.229.4.1.2. The sum the Supplier shall be entitled for per this Section shall not exceed – in any event – 250,000 NIS. <u>In the event the Contract Price is in US dollars or Euro – the aforesaid sum shall be calculated per the applicable exchange rate: (a) Euro – NIS Exchange Rate for a Contract Price in Euro; or (b) US dollars – NIS Exchange Rate for a Contract Price in US dollars.</u>"</p>
12	Contract Appendix I – Linkage of NIS Payment	New Paragraph	<p>The following new paragraph shall be added at the end of the Appendix: <u>"No linkage shall be paid in the event the Contract Price is in Euro or US dollars."</u></p>

Notes:

- (a) **Tender Form G(1)** (Capex) - an amended version of the Tender Form to reflect the aforesaid amendments shall be attached to a separate Notification Notice.
- (b) **Commercial Proposal – Excel Sheet** - An amended excel sheet in which a Proposed Price currency in Euro or US dollars is converted in accordance with a set exchange rate defined by MWC to NIS shall be uploaded to MWC’s Website and will be titled “**Commercial Proposal – Excel Sheet [Amended]**” and will replace the existing table which shall be removed. Note the exchange rates which shall be determined by MWC are provided solely for the purpose of allowing the Tenderer to evaluate its Commercial Proposal while explicitly noting, acknowledging and confirming such exchange rates are provided for reference only and do not bind MWC or the Tenderers and cannot and should not be relied upon for the purpose of anticipating the actual exchange rates which shall be applied.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
1	Volume 1 (Request for Proposals)	Technical Threshold Requirement – Section 7.5.3 (Membrane Manufacturer)	"Membrane" definition - MWC was requested to reconsider the amendments made within item 1(b) and item 2 of Annex B of Clarification Notice no. 4 dated January 12, 2020.	After reviewing the matter again MWC is of the opinion the amendments made are essential/vital from a professional standpoint and as such will remain a reflected. RFC is rejected. It is confirmed that the Membrane presented for the purpose of demonstrating compliance with this Technical Threshold Requirements will be identical to those proposed by the Tenderer for the Project.	N/A
2		Section 9.4 2 nd paragraph	-	-	The paragraph shall be amended as follows: ". 9.4 Applicability of the proposed values upon Mode 1 and Mode 2 Operation – ... With respect to the additional payment the Supplier will be entitled for in the event MWC exercises Mode 2 option – refer to the provisions of Section 8.4.3 (Options Costs) of Volume 2 (Contract) defining the Option's Lump Sum (being the sole payment the Supplier will be entitled for in the event the Option is exercised)."

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
3		Sections 15.2 & 15.3	-	-	<p>The Sections shall be amended as follows:</p> <p>"15.2 Stage – 2 Engineering Package Review and Determination Within the Framework of this Stage 2 – MWC shall review those Proposals which were found by it as complying with the Threshold Requirements to confirm <u>the contents of the Engineering Package is compatible and complete with</u> all Submittal Items identified under Tender Annex C (Proposal's Engineering Package)."</p> <p>"15.3 Stage 3 – Commercial Proposal Review and Evaluation The Commercial Proposals of the Proposal found by MWC to comply with the Threshold Requirements and which Engineering Package was found by MWC to be complete <u>and compatible</u> - shall be reviewed, evaluated and scored as provided under Tender Annex B (Commercial Proposal – Evaluation Methodology)."</p>

4		New Section 21.8 A - Honorarium	-	-	<p>The following new Section shall be added:</p> <p><u>21.8A Honorarium</u> <u>21.8 A. 1 MWC shall pay the sum of one hundred thousand shekels (100,000 NIS) (V.A.T shall be added) ("Honorarium Sum") to Tenderer's whose Proposals were ranked, by MWC, second and onwards and subject to the following conditions:</u></p> <p>(a) <u>The Tenderer has submitted MWC within 45 days of Declaration with a written statement on behalf of the Tenderer, Members (as applicable) and Membrane Manufacturer (as applicable) testifying to its complete and irrevocable agreement to the Tender's results per the Declaration and its undertaking not to object or take any actions, legal or other, with regard to the Tender, the Declaration, the Project, MWC or anyone on its behalf. In addition, the statement shall provide the Tenderer's complete and irrevocable agreement to the contents of Section 21.8 B and MWC's rights, discretion and authorities as provided therein. The statement shall include no explicit or implied reservations. The statement shall be signed by the authorized signatories of the Tenderer, Members (as applicable) and Membrane Manufacturer (as applicable) and accompanied by a legal confirmation signed by an attorney confirming the signature of the aforesaid binds the foregoing entities.</u></p> <p>(b) <u>The Tenderer's submission of an appropriate tax invoice for the purpose of Honorarium Sum payment.</u></p> <p>(c) <u>Tenderer's submittal of the bank account (in Israel) it wishes the Honorarium Payment to be made to.</u></p> <p><u>21.8 A. 2 The Honorarium Payment shall be made 60 days following the last day of the month MWC has</u></p>
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(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
					<p>confirmed all conditions were complete and subject to the provisions of Section 21.8 B (Effect of Payment of Honorarium).</p> <p><u>21.8 A. 3 for the avoidance of doubt in the event the Tender is annulled for whatever reason after Declaration and without that derogating from the provisions, inter alia, of Section 21.8 (Cost of Tendering) then:</u></p> <p>(a) <u>such event shall not entitle the Tenderer for any payment whatsoever save for the Honorarium Sum provided MWC confirms all conditions relating for its payment were fulfilled.</u></p> <p>(b) <u>Participation in the Tender and the submission of a Proposal within its framework shall not entitle the Tenderer with any right relating to the Tender, the Project, MWC or any future process MWC may initiate.</u></p> <p><u>This Section 21.8 A and Section 21.8 B (Effect of Payment of Honorarium) shall not be construed to derogate from MWC's rights, discretions, authorities or prerogatives reserved to it under the Tender Documents and Laws and Regulations."</u></p>

5		New Section 21.8 B – Effect of Payment of Honorarium	-	-	<p>The following new Section shall be added:</p> <p><u>"21.8 B Effect of Payment of Honorarium</u> <u>21.8 B. 1 It is clarified that under any given circumstance a Tenderer may only be entitled for the payment of one Honorarium Sum.</u> <u>21.8 B. 2 notwithstanding anything to the contrary where any legal proceedings have been initiated in connection to the Tender by a Tenderer or any third party the Honorarium Sum shall be made only after a conclusive judgement is made (upon peremptory rule, without any further right of appeal) and any sums awarded to MWC in the framework of such proceedings to which the Tenderer is liable shall be set off from the Tenderer's Honorarium sum (in the event MWC confirms the Tenderer was entitled for Honorarium Sum payment). In the event MWC's entitlement exceeds the Honorarium Sum – the Tenderer shall be required to pay MWC the entire amount in excess.</u> <u>21.8 B. 3 Any sums paid by MWC shall serve for all means and purposes as agreed compensation and shall be exhaustive and in full satisfaction of any claims, outstanding or in the future, in connection to the Tender. Except as expressly set forth herein the Tenderer, Member, Membrane Manufacturer and employees, officers, agents, consultants of any of the aforesaid or any other third party related to them shall not be entitled to any relief, compensation or payment of any kind in connection to the Tender.</u> <u>21.8 B. 4 Payment made by MWC shall entitle it to make anu use it deems fit with respect to any of the Proposal's contents.</u> <u>21.8. B. 5 Payment made by MWC shall prevent the Tenderer from making any claim against or raising any demand with MWC."</u></p>
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(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
6		21.8 (b) (Cost of Tendering)	-	-	The Section will be amended as follows: "21.8 Cost of Tendering (a) ... (b) Without derogating from the provisions of Section 19.6 (No Compensation) and Sections <u>21.8 A (Honorarium) and 21.8 B (Effect of Payment of Honorarium)</u> , in the event of alteration of the Tender Documents or the Tender process or in the event of submittal of additional information by the Tenderer at MWC's request or in the event of Proposals being rejected for whatever reason or in the event the Tender process is annulled for which any reason whatsoever, Tenderers will not be entitled to any refund of expenses or to any compensation or to any payment of any sort."
7		19.4 (Annulment of the Tender Process)	-	-	The Section will be amended as follows: "19.4 <u>Annulment of Tender process</u> Without derogating from the provisions provided under Section 18.7, MWC reserves the right to annul the Tender process at any time for which any reason at its full and sole discretion including after submission of the Proposal and after Declaration of the Preferred Tenderer without thereby incurring any liability to the affected Tenderer or anyone on its behalf including third parties except as expressly set forth in Section <u>21.8. A (Honorarium) and 21.8. B (Effect of Payment of Honorarium).</u> "
8		12.3.5(a)	-	-	Section "0" shall be replaced with "Section 9".

(c) RFC's and Amendments - General					
Item no.	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
9		Tender Form B (Tenderer's – General Information & Confirmation of Terms) – Section C	MWC was requested to make the following changes: "(c) I hereby confirm my complete and irrevocable consent to the terms <u>and as agreed in the contract</u> and stipulations provided in the Tender Documents and in particular my acceptance to all of MWC's rights, authorities and discretion (as it may deem to exercise them) as to my undertakings, obligations, responsibilities, and duties."	RFC is rejected. ²	N/A
10	Volume 2 (Contract)	1.8.4 (Interpretation)	MWC was requested to replace the contents of Section 1.8.4 with interpretation to be made in accordance with the United Nations Convention on Contracts for the International Sales of Goods (Vienna Convention).	RFC is rejected.	N/A.
11		2 (Terms and Definitions) – "Laws and Regulations" .	MWC was requested to add the words "or having jurisdiction over the Parties" after the words "State of Israel".	RFC is rejected.	N/A.

² See item 6 of Section 2 of **Clarification Notice no. 4** dated January 12, 2020.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
12		3.4.2 (Information)	MWC was requested to replace the contents of the Sections with: "The Information shall be provided to MWC and/or Relevant Authority for the use and maintenance of the Equipment with respect to the Project".	RFC is rejected.	N/A.
13		3.6.2 (Supplier's Personnel)	(a) MWC was requested to add the word " <i>negligent</i> " after all instances where the words " <i>act or omission</i> " are used. (b) MWC was requested to replace the words " <i>a civil wrong</i> " with " <i>death or personal injury</i> ". (c) MWC was requested to omit " <i>including through reliance on any Laws and Regulations, including Section 15 of the Civil Wrongs Ordinance (New Version).</i> "	RFCs are rejected	N/A.
14		3.6.4 (Supplier's Personnel)	MWC was requested to add the word " <i>negligent</i> " after all instances where the words " <i>act or omission</i> " are used.	RFC is rejected.	N/A.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
15		4.4 (MWC's Undertakings)	MWC was requested to add the following at the end of the <i>"or prejudicing Supplier's ability to fulfil its obligations."</i>	RFC is rejected.	N/A.
16		6.4 (Notice to Commence)	MWC was requested to insert the following wording into the Section to allow an entitlement exceeding 200,000 NIS for a Notice to Commence which issuance was delayed beyond 12 months: <i>"except that in the event MWC delays the Notice to Commence beyond 12 months (counted from MWC's approval of Project Milestone no. 1), the Contract Price may also be adjusted upward on an annual basis in line with movements in the cost of raw materials, manufacturing, labour, packaging and freight, using indices to be mutually agreed by the Parties."</i>	RFC is rejected.	N/A.
17		9.5 (Project's Schedule)	MWC was requested to replace the words <i>"determine at its sole discretion"</i> with <i>"with the Supplier determine"</i> .	RFC is rejected.	N/A.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
18		12.3 (Custom's Payments)	MWC was requested to omit "levies and taxes" of the Section as it was argued this term is not in line with DAP.	RFC is rejected. MWC notes the payments under its (MWC's) responsibility per the provisions of Sections 12.3.1 and 12.3.2 which are consistent with the DAP method. The levies and taxes which are at the Supplier's responsibility are not relating to the specific aforesaid payments to be made by MWC	N/A.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
19		12.4 (Un-Deductibles VAT)	MWC was requested to omit the Section as it was argued its contents are not in line with DAP method.	RFC is rejected. The provisions of Section 12.4 of Volume 2 (Contract) apply upon any service the value of which shall be considered by the Tax Authorities to be excluded of the value of the Goods referenced in Section 12.2 (Goods Release from Israeli Customs). The payments to be made by MWC per the provisions of Section 12.3 (Custom's Payments) and the services upon which Section 12.4 shall apply – as clarified above – is consistent with the DAP method.	N/A.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
20		14 (Guarantees)	MWC was requested to allow a Parent Company Guarantee instead of bank as required under this Section.	RFC is rejected. The Participant may clarify its RFC if its request is for the Supplier's parent company to submit MWC with the Guarantees (Performance Guarantee and/or Warranty Guarantee) per the provisions of Section 14 and Appendices H(1) and H(2) . The Participant will also be requested to elaborate on the corporate affiliation between the parent company and Supplier and clarify the RFC applies to the Performance and Warranty Guarantee and not the Tender Bond.	N/A.
21		14.1.2	-	-	The Section shall be amended as follows: "14.1.2 The Performance Guarantee shall be in the form attached hereto as Appendix H(1) (Performance Guarantee). The Performance Guarantee shall be valid, to the order of MWC, and remain in effect from the Signature Date until it is replaced with the Warranty Guarantee, in accordance with the provisions of Sections שגיאה! מקור ההפניה חסר. 14.2 (The Warranty Guarantee) and 22 (EMS SOW).

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
22		15.6.2 (Payment Terms) – Bank account outside of Israel	MWC was requested to allow payment to a bank account outside of Israel	See amendment.	Section 15.6.2 will be amended as follows: "15.6.2. Payment shall be made to the following bank account: (bank account in Israel) . <u>In the event the bank account is located outside of Israel then as a conditions precedent for making payments the Supplier shall provide MWC, upon the Contract's signature by it, with an invoice copy. In addition, each time payment is dues the Supplier shall furnish MWC with (a) the applicable invoice payment; (b) approval of the applicable foreign tax authority confirming the Supplier's residence abroad (c) Approval of the Relevant Authorities for Supplier's foreign Personnel who are present in Israel including copies of their passports; (d) any additional information MWC' or a Relevant authority (including foreign relevant authorities) may require. This does not derogate from information and documentation required to be submitted per the Laws and Regulations and Contract Documents. It is explicitly provided that in the event a payment abroad results in taxation (local or foreign) – that shall be borne by the Supplier. 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."</u>

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
23		15.8	(a) MWC was requested to add the word "applicable" before the word "taxes" and at the end of the first sentence to add the words "on the Supplier".	RFC is rejected. Note the applicable provisions of the Tender Documents including clarifications provided under the foregoing items 18 & 19.	N/A.
			(b) Section title.	See amendment.	The title of the Section shall read: " <u>Contract Price – Exhaustive Entitlement</u> ". No amendments to the Section's contents.
24		16.3.7 (Liquidated Damages – General)	MWC was requested to replace the contents of the Section with: " <i>The payment of Liquidated Damages shall be MWC's sole remedy for delay or not meeting the Guaranteed Performance Criteria.</i> "	RFC is rejected.	N/A.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
25		Section 16.3 (Liquidated Damages – General)	(a) MWC was requested to insert a new Section 16.3.8 as follows: <i>"16.3.8 – It is hereby clarified that any liquidated damages under this Contract shall apply only if the delay or performance shortfall is not due to causes excused by the provisions of the Contract or attributable to MWC or MWC's other contractors or suppliers."</i>	RFC is rejected. (a) Regarding LD's for Delay (Section 16.1) – note the provision of the Contract regulating the circumstances under which Project Schedule adaptations will be made by MWC. (b) Regarding Liquidated Damages for Non-compliance with Guaranteed Performance Criteria (Section 16.2) – these are at the complete control of the Supplier.	N/A.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
			(b) MWC was requested to amend the wording of the Section to read: <i>"Notwithstanding it is hereby clarified that in the event of breach of the Contract by the Supplier, which event leads to termination of the Contract by MWC, the aforesaid LD Cap shall not apply and MWC shall not be prevented from seeking actual <u>direct</u> damages incurred in any event it had experienced due to such breach, actual <u>direct</u> damages which exceed the LD Cap."</i>	RFC is rejected.	N/A.
26		17 (Health and Safety)	(a) Section 17.2 MWC was requested to replace the words <i>"or in connection with a breach of any such provision by"</i> in the second paragraph with <i>"negligence of."</i>	RFCs are rejected	N/A.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
			(b) Section 17.5 – MWC was requested to add the word " <i>negligent</i> " before the words " <i>execution of the Works</i> " and at the end of the Section or add " <i>to the extent caused by its negligence.</i> "		
27		19 (Preservation of the Surroundings)	MWC was requested to add the word " <i>negligent</i> " before the words " <i>performance of the Works</i> " and to delete the words " <i>except to the extent any such injury or damage is caused entirely by the negligence of MWC.</i> "	RFC is rejected.	N/A.
28		20.7.3 (Substitution upon MWC's Instruction)	MWC was requested to delete the last sentence as it was explained it is not applicable.	RFC is rejected.	N/A.
29		23.1 (Warranty)	MWC was requested to replace the words " <i>intended by</i> " with " <i>as stated in</i> ".	See amendment.	The Section will be amended as follows: "23.1 The Supplier warrants and guarantees to MWC that notwithstanding anything else in the Contract Documents, the Equipment, the Works and the Project will in all respects be fit for the purposes intended by the Contract <u>required under the Tender Documents.</u> "

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
30		25.1 (Remedy of Faults)	MWC was requested to make the following change: <i>"25.1 The Supplier will be required to remedy the Fault within 3 Working Days of MWC's issuance of a notice to such effect (hereinafter: the "Fault Remedy Notice") or such longer period which may have been agreed to by the Parties after the submission of the Proposed Remedial Plan, as defined in this clause. Within 24 hours of receipt of the Fault Remedy Notice, the Supplier shall be required to provide MWC, with a proposed remedy plan (hereinafter: the "Proposed Remedial Plan") which shall, inter alia, include (i) a diagnosis of the existing Fault; (ii) the Fault's causes; (iii) proposed remedial works and expected remedy period; (iv) proposed measures and steps which shall prevent similar Fault's reoccurrence."</i>	See amendment ³ .	The Section shall be amended as follows: <i>"25.1 Unless MWC grants an extension in view, inter alia, of the nature and severity of the Fault the Supplier will be required to remedy the Fault within 3 Working Days of MWC's issuance of a notice to such effect (hereinafter: the "Fault Remedy Notice"). Within 24 hours of receipt of the Fault Remedy Notice, the Supplier shall be required to provide MWC, with a proposed remedy plan (hereinafter: the "Proposed Remedial Plan") which shall, inter alia, include (i) a diagnosis of the existing Fault; (ii) the Fault's causes; (iii) proposed remedial works; (iv) proposed measures and steps which shall prevent similar Fault's reoccurrence."</i>

³ See item 10 of **Annex B of Clarification Notice no. 4** dated January 12, 2020.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
31		26.3 (Changes to the Works)	MWC was requested to add at the end of the first sentence: <i>"If no such response is provided within 14 days, Supplier shall not be obligated to carry out such change."</i>	See amendment.	The Section will be amended as follows: "26.3 After receipt of the Supplier's Change Review Response MWC shall instruct the Supplier to execute or not to execute the Change or any part thereof. MWC reserves the right to instruct the Supplier to execute the Change also in the event the Parties do not agree on the Change's implications and/or costs. In such event the Parties will enter bona fide discussions aimed at reaching an adequate and reasonable agreement. These discussions, however, will not delay the immediate execution of the Change in the event MWC instructs the Change to be immediately executed. <u>If MWC does not provide any response within 30 Working Days, the Supplier shall not be obligated to carry out the Change.</u> "

32		Section 27.1 (The Supplier's Liability)	<p>MWC was requested to make the following changes in Sections 27.1.1 and 27.1.2:</p> <p>"27.1.1 The Supplier shall bear full, unlimited and sole responsibility and liability for any damage, including but not limited to loss, expense, costs, harm, consequential damage or other liabilities, incurred or suffered by MWC or any other Relevant Authority or any other third party, person or property ("Damage") arising directly or indirectly out of or related to any <u>negligent</u> act or omission of the Supplier or the Supplier's Personnel or anyone acting on its behalf."</p> <p>"27.1.2 However, the aggregate liability of the Supplier directly to MWC for <u>all Damage of any kind</u> under this Contract shall not exceed the Contract Price <u>and the Supplier shall have no liability towards MWC for any loss of profit or revenues, loss of production, loss of use of equipment or services or any associated equipment, interruption of business, cost of capital, cost of replacement water or power, downtime</u></p>	RFCs is rejected.	N/A.
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(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
			<u>costs, increased operating costs, claims of MWC's customers for such damages, or for any special, consequential, incidental or indirect damages."</u>		
33		27.1.1 (The Supplier's Liability)	MWC was requested to replace the contents of the Section with the following: <i>"The Supplier shall bear full and sole responsibility and liability for any damage, including but not limited to loss, expense, costs, harm or other liabilities incurred or suffered by MWC or any other Relevant Authority or any other third party, person or property ("Damage") arising from the negligent act or omissions of the Supplier or the Supplier's Personnel or anyone acting on its behalf."</i>	RFCs is rejected.	N/A.
34		27.1.2 (The Supplier's Liability)	MWC was requested to replace the contents of the Section with: <i>"Notwithstanding any other provision, the aggregate liability of the Supplier shall not exceed the Contract Price."</i>	RFCs is rejected.	N/A.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
35		New Sections 27.1.4	MWC was requested to add a new Section 27.1.4 which reads: As a new clause add: <i>"The Supplier will not be liable for (i) loss of profits, business revenues, anticipated savings, goodwill or other economic loss (in each case, whether direct or indirect) or (ii) any special indirect, incidental or consequential loss or damage, whether (in the case of (i) or (ii)) arising under warranty/guarantee, contract, tort (including negligence and negligent misrepresentation), strict liability, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care by operation of law or otherwise."</i>	RFCs is rejected.	N/A.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
36		27.2 (MWC's Liability)	MWC was requested to add the following at the end of the Section: <i>"save in cases of negligence on behalf of MWC, EMS and the Relevant Authority."</i>	See amendment.	The Section will be amended as follows: "27.2 MWC's Liability MWC shall not be liable to the Supplier under or in connection with this Contract for any damage outside the obligation of MWC to pay the Contract Price for the Works performed by the Supplier in accordance with the Contract. <u>The aforesaid shall not apply upon damage, which was caused, in its entirety, due to negligence of MWC or EMS.</u> "
37		28.4.5 (Force Majeure)	MWC was requested to omit Section 28.4.5 and confirm such occurrence(s) constitutes an event of Force Majeure.	RFCs is rejected.	N/A.
38		29.1.2 (Termination By MWC)	MWC was requested to omit the Section since it was argued its remedy in such event is Liquidated Damages only.	RFC is rejected. See amendment.	The Section will be amended as follows: "29.1.2 The Supplier failed to obtain Milestone no. 8 – Completion Certificate <u>fourteen (14) Working Days by following</u> the time designated for the Milestone's completion as stipulated in Appendix E (Project Milestones); "
39		29.1.13 (Termination By MWC)	MWC was requested to omit the Section since it was argued its remedy in such event is Liquidated Damages only.	RFC is rejected. See amendment.	The Section will be amended as follows: "29.1.13 the Supplier is subject to Liquidated Damages, as referred to in the aforesaid Section <u>16</u> (Liquidated Damages), which exceed the LD Cap defined in Section 16.3.3.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
40		29.2 (Notice of Termination by MWC)	MWC was requested to verify the Sections referred to under the second paragraph.	See amendment.	The 2 nd paragraph of the Section will be amended as follows: "29.2 Notice of Termination by MWC ... Upon the occurrence of any of the circumstances detailed in Sub-Sections <u>29.1.1</u> ; <u>29.1.5</u> ; <u>29.1.6</u> ; <u>29.1.7</u> ; <u>29.1.8</u> ; <u>29.1.12</u> ; and <u>29.1.13</u> above, MWC shall be entitled to terminate the Contract immediately at its sole discretion and the Supplier shall not be entitled to any Initial Notice, Cure Period or the aforesaid prior notice."
41		30.2 (MWC's Exclusive Right for Set Off)	MWC was requested to omit the following: " plus over-heads of 15%".	RFCs is rejected.	N/A.
42		30.6 (MWC's Exclusive Right for Set Off)	MWC was requested to omit the following: <i>"including Article 53 of the Contract (General Part) Law, 5733 - 1973 and Suppliers' Contract Law, 5734-1974 and Article 5 of the Contractors' Contract Law, 5734-1974."</i>	RFCs is rejected.	N/A.
43		Section 31.1 (Governing Law and Jurisdiction)	MWC was requested to replace <i>"the State of Israel"</i> with <i>"of England and Wales"</i> and replace <i>"Tel-Aviv-Jaffa"</i> with <i>"London"</i> .	RFCs is rejected.	N/A.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
44		Section 31.2 (Assignment)	MWC was requested to replace "as it sees fit" with "with Supplier's prior written consent."	See amendment.	The Section will be amended as follows: " 31.2 Assignment The Supplier shall not assign or transfer any of his rights, privileges, or obligations set forth herein, arising under, or created by this Contract without the prior approval in writing of MWC. MWC may assign or transfer its rights, privileges, or obligations set forth herein, arising under, or created by this Contract as it sees fit <u>provided the Supplier's rights and entitlements per the Contract are kept.</u>
45		Section 31.6 (MWC's Rights, Discretion, Authorities and Prerogatives under the Contract Documents and Laws and Regulations)	MWC was requested to omit the Section since it was argued its contents in unreasonable.	RFCs is rejected.	N/A.

(c) **RFC's and Amendments - General**

<u>Item no.</u>	<u>Tender Document / Tender Form / Annex / Appendix</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>	
46		Cross References corrections			Volume 2 Contract Sections	
					3.2	"Section 0" will be replaced with "Section 15".
					4.3	"Section 0" will be replaced with "Section 21".
					16.3.4	"Section 0" will be replaced with "Section 16".
					16.3.5	"Section 0" will be replaced with "Section 16".
					20.2.3.3	"Section 0" will be replaced with "Section 21".
					20.2.4.3.	"Section 0" will be replaced with "Section 21".
					26.6	"Section 0" will be replaced with "Section 8".
					Volume 1 RFP Sections	
					13.1	Limbs "IV" and "V" will be replaced with "I" and "II", respectively.

(d) **Volume 3 (SOW) - RFC's and Amendments**

Item no.	Section	RFC	MWC's Response to RFC	Amendment																																																																																																																																
1	B.1.21.5 (Valves MOC)	<p>MWC was requested to make the following changes in the butterfly valve specifications:</p> <table border="1" data-bbox="369 300 952 614"> <thead> <tr> <th>Parameter</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Type and Diameter</td> <td>Butterfly Valves DN80 to DN800</td> </tr> <tr> <td>Service</td> <td>Air</td> </tr> <tr> <td>Style</td> <td>Wafer</td> </tr> <tr> <td>Pressure Rating</td> <td>ANSI 150 or DIN PN16</td> </tr> <tr> <td>Body</td> <td>Carbon Steel <u>or Cast Iron</u></td> </tr> <tr> <td>Disc</td> <td>SS316L <u>or SS316</u></td> </tr> <tr> <td>Shaft</td> <td>SS316L</td> </tr> <tr> <td>Seat</td> <td>EPDM</td> </tr> <tr> <td>Manual Operator</td> <td>Gear</td> </tr> </tbody> </table> <table border="1" data-bbox="369 622 952 965"> <thead> <tr> <th>Parameter</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Type</td> <td>Butterfly Valves DN80 to DN800</td> </tr> <tr> <td>Service</td> <td>Pre-filtration, final UF product lines and UF backwash lines (no or minor chemical lines).</td> </tr> <tr> <td>Style</td> <td>Wafer</td> </tr> <tr> <td>Pressure Rating</td> <td>ANSI 150 or DIN PN16</td> </tr> <tr> <td>Actuator Mounting (actuated valves only)</td> <td>DIN/ISO 5211</td> </tr> <tr> <td>Body</td> <td>Carbon Steel <u>or Cast Iron</u></td> </tr> <tr> <td>Disc</td> <td>Carbon Steel <u>or Cast Iron Epoxy Lined</u></td> </tr> <tr> <td>Shaft</td> <td>Carbon Steel <u>or Stainless Steel</u>, dry shaft design, split shaft pin-less design</td> </tr> <tr> <td>Seat</td> <td>EPDM</td> </tr> <tr> <td>Manual Operators</td> <td>Manual or Electrical Actuated Valves – Gear Pneumatic Actuated Valves - Lever</td> </tr> </tbody> </table> <table border="1" data-bbox="369 973 952 1332"> <thead> <tr> <th>Parameter</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Type</td> <td>Butterfly Valves DN80 to DN800</td> </tr> <tr> <td>Service</td> <td>UF membranes feed lines and CIP lines</td> </tr> <tr> <td>Style</td> <td>Wafer</td> </tr> <tr> <td>Pressure Rating</td> <td>ANSI 150 or DIN PN16</td> </tr> <tr> <td>Actuator Mounting (actuated valves only)</td> <td>DIN/ISO 5211</td> </tr> <tr> <td>Body</td> <td>Carbon Steel <u>or Cast Iron</u></td> </tr> <tr> <td>Disc</td> <td>Super Duplex <u>or Innox PTFE or PFA lined</u></td> </tr> <tr> <td>Shaft</td> <td>Super Duplex <u>or Innox PTFE lined</u>, dry shaft design, split shaft pin-less design</td> </tr> <tr> <td>Seat</td> <td>PTFE</td> </tr> <tr> <td>Manual Operators</td> <td>Manual or Electrical Actuated Valves – Gear Pneumatic Actuated Valves - Lever</td> </tr> </tbody> </table>	Parameter	Details	Type and Diameter	Butterfly Valves DN80 to DN800	Service	Air	Style	Wafer	Pressure Rating	ANSI 150 or DIN PN16	Body	Carbon Steel <u>or Cast Iron</u>	Disc	SS316L <u>or SS316</u>	Shaft	SS316L	Seat	EPDM	Manual Operator	Gear	Parameter	Details	Type	Butterfly Valves DN80 to DN800	Service	Pre-filtration, final UF product lines and UF backwash lines (no or minor chemical lines).	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(d) **Volume 3 (SOW) - RFC's and Amendments**

<u>Item no.</u>	<u>Section</u>	<u>RFC</u>	<u>MWC's Response to RFC</u>	<u>Amendment</u>
2	B.1.16 (Chemical piping MoC)	MWC was requested to make the following changes in the chemical dosing pumps interconnecting piping MOC: <ul style="list-style-type: none">• Interconnecting piping, except NaOH, shall be HDPE <u>or PVC</u>. Seal materials shall be compatible with the chemical being pumped.• Interconnecting piping for NaOH shall be PVDF <u>or PVC</u>. Seal materials shall be compatible with the chemical being pumped.	See amendment.	The respective provisions will be amended as follows: <ul style="list-style-type: none">• Interconnecting piping, except NaOH, shall be HDPE <u>or PVC</u>. Seal materials shall be compatible with the chemical being pumped.• Interconnecting piping for NaOH shall be PVDF <u>or</u> <u>PVC or PP</u>. Seal materials shall be compatible with the chemical being pumped.
3	B.1.14 (Pumps Specs) B.1.18 (Blowers Specs)	MWC was requested to clarify whether VFDs are included in the Suppliers' scope of supply for all pumps and blowers.	Confirmed As described in section B.1.6 of Volume 3, all VFDs are in the Suppliers' scope of supply.	N/A.

1. 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.
2. 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.
3. 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**.
4. 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 – **Appendix G** (Insurance Requirements and Certifications) of **Volume 2** (Contract) - 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. 7

Pursuant to the provisions of Section 11.2.4 of **Volume 1**, the Participant hereby acknowledge receipt of **Clarification Notice No. 7**.

Name of the Participant

Name and signature of the Participant's
Authorized Representative

[Annex B of Clarification Notice no. 7]

Contract Appendix G - Amended

Contract Appendix G
Insurance Requirements and Certifications

Contractor's Certificate of Insurance

To:

Mekorot Water Company Ltd and/or subsidiaries and/or related companies

9 Lincoln St., Tel Aviv 6120101, State of Israel (hereinafter: "the Company")

We, undersigned _____ Insurance Company, hereby confirm that we have performed the insurances specified below, in the name of _____ (hereinafter: "**the Contractor**") in connection with Design, Manufacture, Shipping, Supply & Delivery to the Company's Site, Supervision of Installation & Commissioning of Equipment and Associated Auxiliaries and Services in respect of Geulat Hayarkon – Ya'ar Be'reshit Project, as defined in Agreement _____ (hereinafter: "**the Services**").

1. **Policy Number** _____ **for Extended Fire Insurance**: covering the property and/or equipment of the Contractor and/or any one on its behalf and/or in its custody against loss and/or damage as a result of, but not limited to, fire, lightning, explosion, earthquake, storm and tempest, flood, riots, strikes, civil commotion, damage caused by liquid and pipelines explosion, damage caused by aircrafts or vehicles, malicious damage and burglary.
Insurance period: from _____ to _____.
2. **Policy Number** _____ **for Public Liability Insurance**: covering public legal and contractual liability of Contractor as well as its sub-contractors and any person acting on its behalf, subject to a limit of liability not less than US\$ 43,000,000 per plaintiff, event and annual aggregate.

The Policy doesn't exclude covers in respect of subrogation claims made by Israeli National Insurance Institute. Damage to MWC's property will be considered as damage to third party. The Policy is extended to indemnify the Company should a claim be made against it, with respect to the Services.

Insurance period: from _____ to _____.

3. **Policy Number** _____ **for Employers Liability Insurance:** covering Contractor's legal liability towards its employees for bodily injury or occupational disease, which might be caused to any of them during and as a result of their employment, subject to a limit of liability not less than US\$ ~~5~~3,000,000 per plaintiff, per event and in the aggregate. The policy shall not be subject to any limitation regarding work at heights or depths, work hours, baits and poisons and anything regarding youth employment.

The insurance is extended to cover the Company should a claim be made against it as the employer of ~~by~~ any of Contractor's employees, with respect to any work, accident or occupational disease related to the Services.

Insurance period: from _____ to _____.

4. **Policy Number** _____ **for Professional Liability Insurance:** covering the Contractor's liability under any Law, including for any act, and/or omission, arising out of a breach of professional duties of the Contractor and/or any person on its behalf while rendering professional services to others with Limits of liability of US\$ ~~5~~5,000,000 (US\$ 10,000,000 for combined limit of liability for PI and product Liability) per occurrence and in the aggregate for the annual insurance period. The insurance will not exclude employees' dishonesty and delay. The Insurance is extended to indemnify the Company and/or any person on its behalf for liability that may be imposed on them due to an act or omission of the Contractor and/or any one on its behalf and/or regarding the professional services the Contractor grants, without derogating from the Contractor's liability towards the Company. The insurance will include a retroactive date that is not later than the beginning of the Contractor's and/or any person on its behalf regarding the Services. The insurance will include a discovery period of 6 months starting from the end of the insurance period, unless the Contractor maintains another insurance policy conforming to the requirements of abovementioned.

Insurance period: from _____ to _____.

5. **Policy Number** _____ **for Product Liability Insurance:** covering the Contractor's liability for a lawsuit and/or demand with regards to bodily injury and/or damage to property in connection with the services in a limit of liability of US\$ 85,000,000 (US\$ 10,000,000 for combined limit of liability for PI and product Liability) for an occurrence and in the aggregate for the annual insurance period. The insurance is extended to indemnify the Company and/or any person on its behalf for liability that may be imposed on them due to an act or omission of the Contractor and/or any person on its behalf and/or regarding the products in connection with body injury and/or damage to property that may be caused due to the Services and or/ regarding the products that the Contractor produced and/or treated and/or provided and/or supplied. The insurance includes a retroactive date that is not later than the beginning of the Contractor's activity and/or any person on its behalf regarding the Services. The insurance will include a discovery period of 6 months starting from the end of the insurance period, unless the Contractor maintains another insurance policy conforming to the requirements of abovementioned.

Insurance period: from _____ to _____.

6. **Policy Number** _____ **for Marine Insurance:** covering all of the shipments and/or equipment and/or transfers which shall be made from overseas to Israel, connected with the execution of the agreement, warehouse to warehouse (door to door).

Insurance period: from _____ to _____.

It is agreed that Mekorot shall be named as a beneficiary according to its interest in the equipment. In the event of loss or damage to the insured property, insurance proceeds will be paid solely to Mekorot.

7. Wording of the above policies: except:

- Wording of Professional Liability Insurance.....
- Wording of Marine Insurance.....

8. **General terms for all the above Policies:**

1. The above insurances include an explicit clause concerning the waiver of the insurer's right of subrogation against the Company and anyone acting on its behalf. The waiver will not apply to any person who caused the damage maliciously.
2. Cross – liability clause is in effect, as applicable.
3. A breach of the policies' conditions in good faith by the Contractor and/or any person on its behalf will not violate the Company's rights arising from the policies.
4. The above policies include an explicit clause stating the policies are primary to any other insurance maintained by the Company, and that we waive any claim of participation in those insurances.
5. We approve that the Contractor is solely responsible for the payment of the premium and the deductibles for the above policies.
6. The above policies contain an explicit clause according to which the insurer may not cancel them and/or reduce their extent unless the insurer sent to the Company a respective notice via registered mail 630 days in advance.

Subject to the conditions and exclusions of the original policies in so far as they have not been expressly altered by the aforesaid.

Stamp and Signature of the Insurer

Underwriter's Name