

**Mekorot Israel National Water
Company Ltd.**

Volume 1

RFP

Hayarkon River

Water Treatment

Plant

Technological
Tender

**Tender Forms &
Annexes**

Tender no R-42/2019

Part A

RFP Tender Forms

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Tender Form A

Letter of Acknowledgement and Application to Attend Site Visit & Tenderers' Conference

[Volume 1 (RFP) Section 3.1

To be completed and provided to MWC a week prior to the Mandatory Tenderers' Conference & Site Visit]

Name of Company	
Registered Address	
Contact Person Name & Surname	
Office Telephone	
Cell Telephone	
Facsimile	
E-mail	

The following delegates shall attend the Site Visit and Tenderers' Conference on behalf of the Company:

Name	Israeli I.D. / Foreign Passport No.	Position in Company

The Company's authorized representative

Item	Details (to be completed)
Name:	
Address:	
Telephones Office – Cell -	
Facsimile	
E-mail	

The Site Visit will be conducted in English. MWC may hold minutes of the Site Visit and record identity of participants.

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Tender Form B

Tenderer’s – General Information & Confirmation of Terms

1. Composition of the Tenderer

In the event the Tenderer is a single company [yes ,no];

In the event the Tenderer is a Joint Venture [yes , no].

2. Tenderer’s Details¹

(a) For Tenderer which is a Single Company

Item	Details <i>(to be completed)</i>
Tenderer’s Name: (per valid article of association)	
Tenderer’s Address:	
Tenderer’s Telephone:	
Tenderer’s Facsimile:	
Tenderer’s E-mail:	
Tenderer’s Legal Status:	

(b) For a Tenderer which is a Joint Venture

1st Member

Item	Details <i>(to be completed)</i>
1 st Member’s Name: (per valid article of association)	
1 st Members holdings of the JV	% [Note Section 5.3(b) of Volume 1].
1 st Member’s Address:	
1 st Member’s Telephone:	
1 st Member’s Facsimile:	
1 st Member’s E-mail:	
1 st Member’s Legal Status:	

2nd Member

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¹ In the event the Tenderer is a Joint Venture – this Section 1 shall be completed separately by each Member while the Authorized Representative (referred to in Section 2 below) shall be nominated and act as the Authorized Representative of both Members.

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Item	Details <i>(to be completed)</i>
2 nd Member's Name: (per valid article of association)	
2 nd Member's holdings of the JV	% [Note Section 5.3(b) of Volume 1].
2 nd Member's Address:	
2 nd Member's Telephone:	
2 nd Member's Facsimile:	
2 nd Member's E-mail:	
2 nd Member's Legal Status:	

(c) Identity of Membrane Manufacturer

Tender	Yes <input type="checkbox"/> , No <input type="checkbox"/>
Member (in the event of a JV)	Yes <input type="checkbox"/> , No <input type="checkbox"/> If 'Yes': 1 st Member / 2 nd Member . <input type="checkbox"/>
Other	Yes <input type="checkbox"/> , No <input type="checkbox"/> <u>If 'Yes': <input type="checkbox"/> 1st Member or <input type="checkbox"/> 2nd Member . In such event complete the following lines</u>
Membrane Manufacturer's Name: (per valid article of association)	
Membrane Manufacturer's Address:	
Membrane Manufacturer's Telephone:	
Membrane Manufacturer's Facsimile:	
Membrane Manufacturer's E-mail:	
Membrane Manufacturer's Legal Status:	

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Affidavit

I, the undersigned 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:

- (a) The information provided above, in the Proposal (including Tender Forms and Tender Annexes or is response to any of the Tender Documents) or attached thereto is accurate, complete, true and correct in every detail insofar as it relates to the undersigned
- (b) I am not a Tenderer, Member or Membrane Manufacturer applying or participating in a different Proposal and I have participated in the preparation and submission of this Proposal only.
- (c) I hereby confirm my complete and irrevocable consent to the terms 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.

Tender Form and Annexes

Tenderer's / Member's name	Name and Surname of Authorized Signatory	Signature of Authorized Signatory	Position	Date
Tenderer				
JV	1 st Member			
JV	2 nd Member			
Membrane Manufacturer (to be completed in the event it is not the Tenderer or Member)				

Confirmation

I, _____, attorney-at-law / legal consultant [circle as applicable], hereby attest and confirm that Mr. / Mrs. _____ has been identified by me and has signed the above statement and that he/she/they is/are authorized to sign on behalf of _____ [name of Tenderer / Member / Membrane Manufacturer] and to commit it for the purpose of this Tender, submission of the Proposal and contractual engagement.

Attachment:

JV's / Each Member's attorney-at-law / legal consultant's confirmation to the existence of the MOU and its compatibility with the provisions of Section 5.3(e) of **Volume 1**. The JV is not required to submit the MOU itself.

Tender Forms C

Threshold Requirement - Public Entities Law Approvals & Affidavit

Consists of:

C(1)	Public Entities Law - Approvals
C(2)	Public Entities Law – Affidavit

Tender Form C(1)

Threshold Requirement - Public Entities Law Approvals

Per Sections 7.3(a) and 8.3 of Volume 1

*[To be submitted by a Tenderers / Members who are **Local Companies**. Ensure Proper Bookkeeping Approvals are **Valid**]*

-To be attached by the Tenderer / Member-

Tender Form C(2)

Threshold Requirement - Public Entities Law Affidavit

Per Sections 7.3(b) and 8.3 of Volume 1

To be filled and submitted by a Tenderers / Members who are Local Companies

תצהיר

בהתאם להוראת סעיף 9(ב) לחוק עסקאות גופים ציבוריים, תשל"ו-1976 (להלן: "חוק עסקאות גופים ציבוריים"), ולהוראת סעיף 9 לחוק שוויון זכויות לאנשים עם מוגבלות, התשנ"ח-1998 (להלן: "חוק שוויון זכויות").

אני הח"מ, נושא/ת ת.ז. מספר , לאחר שהוזהרתי כי עלי להצהיר אמת וכי אהיה צפוי/ה לעונשים הקבועים בחוק אם לא אעשה כן, מצהיר/ה בזאת בכתב, כדלקמן:

1. אני משמשת/ת כ ב , ח.פ. / ח.צ. / ע.מ. (להלן: "המציע") ומוסמדת/ת ליתן תצהיר זה מטעם המציע.

2. המונחים והביטויים הכלולים בתצהיר זה הינם כמשמעותם בחוק עסקאות גופים ציבוריים.

3. אני מצהיר/ה כי עד למועד ההתקשרות לא הורשעו המציע ובעל זיקה אליו ביותר משתי עבירות, ואם הורשעו ביותר משתי עבירות - כי במועד ההתקשרות חלפה לפחות שנה אחת ממועד ההרשעה האחרונה.

4. כמו כן, אני מצהיר/ה כי נכון למועד האחרון להגשת ההצעות בהליך מושא תצהירי זה:

4.1. הוראות סעיף 9 לחוק שוויון זכויות אינן חלות על המציע;

4.2. ככל שהוראות סעיף 9 לחוק שוויון זכויות כן חלות על המציע, הרי שהמציע מקיים אותן במלואן, ובמידה והמציע מעסיק יותר מ-100 עובדים, נכון למועד האחרון להגשת ההצעות בהליך דנן, המציע מצהיר, בנוסף, כדלקמן:

4.2.1. כי הוא מתחייב לפנות למנהל הכללי של משרד העבודה הרווחה והשירותים החברתיים לשם בחינת יישום חובותיו על פי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך - לשם קבלת הנחיות בקשר ליישומן; או לחלופין:

4.2.2. ככל שהתחייב בעבר לפנות למנהל הכללי של משרד העבודה הרווחה והשירותים החברתיים לשם בחינת יישום חובותיו על פי סעיף 9 לחוק שוויון זכויות ועל פי סעיף 12(א)(2) לחוק עסקאות גופים ציבוריים, ונעשתה אתו התקשרות שלגביה התחייב כאמור, המציע מצהיר כי פנה כנדרש ממנו, וככל שקיבל הנחיות ליישום חובותיו על פי סעיף 9 לחוק שוויון זכויות, הוא פעל ליישומן;

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- 4.2.3. המציע מצהיר ומתחייב בזאת להעביר העתק מהתצהיר לפי סעיף 4 לעיל.
למנהל הכללי של משרד העבודה הרווחה והשירותים החברתיים, בתוך 30 ימים מהמועד האחרון להגשת הצעות להליך דנן.
5. תצהירי זה הינו בנוסף לאישורים הנדרשים על-פי סעיף 2(א) לחוק עסקאות גופים ציבוריים, אשר מתקיימים אצל המציע ומצורפים להצעתו.
6. זהו שמי, זו חתימתי ותוכן תצהירי אמת.

שם מלא וחתימה

אישור

אני הח"מ, עו"ד , מס' רישיון , מאשר/ת כי ביום התייצב/ה בפני מר/גב' המוכר/ת לי באופן אישי / שזיהה/תה עצמו/ה באמצעות ת.ז. מס' , ולאחר שהזהרתיו/ה כי עליו/ה להצהיר אמת וכי יהיה/תהיה צפויה לעונשים הקבועים בחוק אם לא יעשה/תעשה כן, אישר/ה את נכונות הצהרתו/ה וחתם/ה עליה בפניי.

חתימה וחותמת עוה"ד

תאריך

Tender Form D
Financial Threshold Requirements
Sections 7.4.1, 7.4.2, 7.4.3 & 8.4 of **Volume 1**

*Tenderer's / Members Financial Statements / External Auditor's Confirmation – Per
Section 8.4 of Volume 1*

-To be attached by the Tenderer / Member-

Tender Forms E

Technical Threshold Requirements

Sections 7.5.1 – 7.5.3 & 8.5.1 – 8.5.3 of **Volume 1**

Consists of:

E(1)	Single Company - Past Experience
E(2)	Joint Venture - Past Experience
E(3)	Membrane Manufacturer – Past Experience.

Tender Form E(1)²

**Technical Threshold Requirement: Single Company or
JV Member holding 51% and above of the JV**

Sections 7.5.1 & 8.5.1(a) of Volume 1

I, the undersigned 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:

The information provided below, in Tender Form E(1) or attached thereto is accurate, complete, true and correct in every detail insofar as it relates to the undersigned.

² Tenderer will use this **Tender Form E1**) for the purpose of Threshold Requirements 7.5.1 and may provide references of more than 1 WTP making use - for all references – of this **Tender Form E(1)** (whether or not such additional WTP(s) were designed and commissioned within the framework of the same project). Note all respective terms defined in Section 7.5.1.

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Parameter	Units	Required Value	Sampling date 1 ⁴		Sampling date 2	
			[_ _]		[_ _]	
			Date		date	
			Raw Water	UF Effluent (*)	Raw Water	UF Effluent (*)
Turbidity	NTU	≤1	[_]	[_]	[_]	[_]
<u>In a NDWTP(*):</u> <u>Removal of Fecal Coli;</u> <u>In a DWTP(**):</u> <u>Removal of Total Coli</u> <u>(***)Removal of Fecal Coli</u>	Log Removal	≥4	--	[_]	----	[_]
pH		6.5 – 8.5	[_]	[_]	[_]	[_]

(*) NDWTP = Non Drinking Water Treatment Plant

(**)DWTP = Drinking Water Treatment Plant

(***)In cases the Feed water Fecal Coli (in NDWTP) or Total Coli (in DWTP) is lower than 10⁴ CFU, then the product quality shall average at CFU≤1

8.	WTP's Construction	WTP's construction has began on [_ _] [1.1.2010 at the earliest].
9.	WTP's Operation	<p>(a) Operation Commencement date [_ _]</p> <p>(b) Number of hours the WTP was operational within a maximum period of 2 years as of its operation commencement [_ _] indicate in hours – each hour – 60 minutes [at least 7,000 hours within the maximum 2 year timeframe].</p> <p>(c) Indicate if the WTP is still operational <input type="checkbox"/> Yes , <input type="checkbox"/> No, [mark applicable option]. In the event the WTP is not operational indicate the date on which operation has ceased operation[_ _]. Operation could have been performed by an entity which is not the Tenderer or Member (as applicable)</p>
10.	Compatibility of WTP's operation with Tenderer's submerged reinforced hollow fibers design UF design.	Provide supportive documentation providing the WTP has operated per the Tenderer's / Member's design (including at circumstances under which the design was adapted prior to or during the WTP's operation).

Signature: _____

Date: _____

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Confirmation

I, _____, attorney-at-law / legal consultant [circle as applicable], hereby attest and confirm that Mr. / Mrs. _____ has been identified by me and has signed the above statement and that he/she/they is/are authorized to sign on behalf of _____ [name of Tenderer / Member / Membrane Manufacturer] and to commit it for the purpose of this Tender, submission of the Proposal and contractual engagement.

⁴ The sampling dates indicated shall be of one of the following options

Option	Sampling date 1	Sampling date 2
1	Summer	Winter
2	Autumn	Fall

Tender Form E(2)⁵

**Technical Threshold Requirement: Joint Venture –
Member holding 49% and below of the JV**

Sections 7.5.2 & 8.5.1(b) of Volume 1

I, the undersigned 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:

The information provided below, in Tender Form E(2) or attached thereto is accurate, complete, true and correct in every detail insofar as it relates to the undersigned.

⁵ Tenderer will use this **Tender Form E(2)** for both TP's demonstrated for the purpose of Threshold Requirements 7.5.2 and may provide references of more than 2 TP's making use - for all references – of this **Tender Form E(2)**. Note all respective terms defined in Section 7.5.2.

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Tender Form and Annexes

1 st TP		
1.	Name of TP Project	[_]
2.	Name of demonstrating Member (prohibited from being the Member who has demonstrated compliance with the Technical Threshold Requirements set forth in Section 7.5.2)	[_]
	Demonstrating Member's holdings of the JV.	[_]% - maximum 49% . ⁶
3.	Experience obtained in the capacity of -	[choose applicable option] (a) <input type="checkbox"/> Per Section 7.5.2 (a) of Volume 1 ; or (b) <input type="checkbox"/> Per Section 7.5.2 (b) of Volume 1 ; or (c) <input type="checkbox"/> Per Section 7.5.2 (c) of Volume 1 .
4.	TP Project ⁷	Name - [_] Location- [_]
5.	Client of the Project (entity ordering the works including in the event the client itself was a primary contractor while the Member, as applicable, serves as its sub-contractor).	[_]
6.	Client contacts	Name & Surname: [_] Address: [_] Telephone: [_] Facsimile: [_] Email: [_]
7.	Technical description of the TP – the Tenderer will provide within its Proposal supportive documentation in addition to the data inserted herein.	[mark applicable option] - <input type="checkbox"/> Filtration plant; or - <input type="checkbox"/> Desalination plant; or - <input type="checkbox"/> Wastewater treatment plant. Capacity – [_] [at least 500 m ³ /hr] [indicate the applicable m ³ /hr].
8.	TP's Design	Included, at least, all following elements: (a) <input type="checkbox"/> Piping; and (b) <input type="checkbox"/> Civil engineering; and (c) <input type="checkbox"/> Electric-mechanical; and (d) <input type="checkbox"/> Hydraulics. [tick to confirm]
9.	Compatibility of TP's operation with design.	Provide supportive documentation providing the TP has operated per the Member's design (including at circumstances under which the design was adapted prior to or during the TP's operation).
10.	TP's construction	TP's construction has begun on _ _] [1.1.2010 at the earliest].

⁶ Note Section 5.3(c) of **Volume 1** (Request for Proposals).

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11.	TP's Operation	<p>(a) Operation Commencement date [_ _]</p> <p>(b) Number of hours the TP was operational within a maximum period of 2 years as of its operation commencement [_ _] indicate in hours – each hour – 60 minutes [at least 7,000 hours within the maximum 2 year timeframe].</p> <p>(c) Indicate if the TP is still operational <input type="checkbox"/>[mark applicable option].</p> <p>(d) In the event the TP is not operational indicate the date on which operation has ceased operation [_ _].</p> <p>Operation could have been performed by an entity which is not the Member.</p>
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⁷ Both TP's demonstrated for the purpose of demonstrating compliance with this Technical Threshold Requirement – may (but are not required to) from part of the scope of the same project provided each complies with the requirements set forth in Section 7.5.2.

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2 nd TP		
1.	Name of TP Project	[_ _]
2.	Name of demonstrating Member (prohibited from being the Member who has demonstrated compliance with the Technical Threshold Requirements set forth in Section 7.5.2)	[_ _]
	Demonstrating Member's holdings of the JV.	[- maximum 49% . ⁸
3.	Experience obtained in the capacity of -	[mark applicable option] (a) <input type="checkbox"/> Per Section 7.5.2 (a) of Volume 1 ; or (b) <input type="checkbox"/> Per Section 7.5.2 (b) of Volume 1 ; or (c) <input type="checkbox"/> Per Section 7.5.2 (c) of Volume 1 .
4.	TP Project ⁹	Name - [_ _] Location- [_ _]
5.	Client of the Project (entity ordering the works including in the event the client itself was a primary contractor while the Member, as applicable, serves as its sub-contractor).	[_ _]
6.	Client contacts	Name & Surname: [_ _] Address: [_ _] Telephone: [_ _] Facsimile: [_ _] Email: [_ _]
7.	Technical description of the TP – the Tenderer will provide within its Proposal supportive documentation in addition to the data inserted herein.	[mark applicable option] - <input type="checkbox"/> Filtration plant; or - <input type="checkbox"/> Desalination plant; or - <input type="checkbox"/> Wastewater treatment plant. Capacity – [_ _] [at least 500 m ³ /hr] [indicate the applicable m ³ /hr].
8.	TP's Design	Included, at least, all following elements: (a) <input type="checkbox"/> Piping; and (b) <input type="checkbox"/> Civil engineering; and (c) <input type="checkbox"/> Electric-mechanical; and (d) <input type="checkbox"/> Hydraulics. [tick to confirm]
9.	Compatibility of TP's operation with design.	Provide supportive documentation providing the TP has operated per the Member's design (including at circumstances under which the design was adapted prior to or during the TP's operation).
10.	TP's construction	TP's construction has begun on [_ _] [1.1.2010 at the earliest].

⁸ Note Section 5.3(c) of **Volume 1** (Request for Proposals).

11.	TP's Operation	<p>(a) Operation Commencement date [_ _]</p> <p>(b) Number of hours the TP was operational within a maximum period of 2 years as of its operation commencement [_ _ _ _ _] indicate in hours – each hour – 60 minutes [at least 7,000 hours within the maximum 2 year timeframe].</p> <p>(c) Indicate if the TP is still operational <input type="checkbox"/> Yes / No <input type="checkbox"/> [mark applicable option].</p> <p>(d) In the event the TP is not operational indicate the date on which operation has ceased operation [_ _ _ _].</p> <p>Operation could have been performed by an entity which is not the Member.</p>
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Signature: _____ Date: _____

Confirmation

I, _____, attorney-at-law / legal consultant [circle as applicable], hereby attest and confirm that Mr. / Mrs. _____ has been identified by me and has signed the above statement and that he/she/they is/are authorized to sign on behalf of _____ [name of Tenderer / Member / Membrane Manufacturer] and to commit it for the purpose of this Tender, submission of the Proposal and contractual engagement.

⁹ Both TP's demonstrated for the purpose of demonstrating compliance with this Technical Threshold Requirement – may (but are not required to) from part of the scope of the same project provided each complies with the requirements set forth in Section 7.5.2.

Tender Form E(3)¹⁰

**Technical Threshold Requirement: Membrane
Manufacturer**

Sections 7.5.3 & 8.5.1(c) of Volume 1

I, the undersigned 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:

The information provided below, in Tender Form E(3) or attached thereto is accurate, complete, true and correct in every detail insofar as it relates to the undersigned.

¹⁰ Tenderer will use this **Tender Form E(3)** for the purpose of demonstrating compliance with this Threshold Requirements 7.5.3 and may provide references of more than 1 UFTP (whether all UFTP's were included in the scope of the same project or not) making use - for all references – of this **Tender Form E(3)** complies with the requirements set forth in Section 7.5.3.

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1.	Is the Membrane Manufacturer the Tenderer	Yes / No [<input type="checkbox"/>
	Is the Membrane Manufacturer a Member	<input type="checkbox"/> Yes <input type="checkbox"/> No Yes/No {yes}
	In the event the Membrane Manufacturer is not the Tenderer / Member, insert its name	[_____]
2.	Membranes demonstrated for the purpose of Section 7.5.3 <u>is in compliance with the definition of “Membranes” as provided in Section 7.5.3 of Volume 1 (Request For Proposals)-</u>	Confirm compliance with the definition of “Membranes” as provided in Section 7.5.3 of Volume 1 and provide supporting confirmations <u>as requested.</u> Yes [<input type="checkbox"/> [_____]
	<u>The demonstrated Membrane has a maximum pore size of 0.1 µm.</u>	<u>Confirm pore size of the demonstrated Membrane:</u> [_____]

<p><u>The demonstrated Membrane has a minimum tensile strength of 300N:</u></p> <p><u>(I) Test Specimen</u></p> <p><u>The tensile strength test procedure is to be performed on a minimum of 5 different fiber samples taken from the production line of the Membrane.</u></p> <p><u>(II) Tensile Strength Testing Procedure</u></p> <p><u>Tensile strength for fibers is measured on either (a) a tensile testing machine where the fiber is stretched between two points; or (b) with a modified machine with two drums where the fiber is stretched by winding the drums ("Testing Methods").</u> <u>The tests shall be performed at a constant deformation rate.</u> <u>The samples shall be tested for their tensile strength until break point.</u></p> <p><u>(III) Laboratory</u></p> <p><u>The tensile strength test will be executed by a laboratory which is not affiliated with the Tenderer, Member or Membrane Manufacturer.</u></p> <p><u>(IV) Test Results</u></p> <p><u>A duly signed test report will include at least: (a) a description of the Testing Method applied (as provided under item II); and (b) the laboratory test results.</u></p> <p><u>(V) Verification</u></p> <p><u>MWC reserves the right to verify the test results using an independent third-party laboratory which will be chosen by MWC sole discretion. In the event MWC exercises its right and test results differ from the ones submitted by the Tenderer – than the results which shall supersede for the purpose of determining compliance will be those of the tests initiated by MWC.¹¹</u></p>	<p><u>The name of the laboratory who performed the tensile strength test attached to this form: [_____]</u></p> <p><u>Laboratory Contact person:</u> <u>Name & Surname: [_____]</u> <u>Address:</u> [_____] <u>Telephone:</u> [_____] <u>Email:</u> [_____]</p> <p><u>The laboratory mentioned above is not affiliated with the Tenderer, Member or Membrane Manufacturer?</u> <u>Yes [<input type="checkbox"/>]</u></p> <p><u>Attached a duly signed test report of (at least) 5 different fiber samples results?</u> <u>Yes [<input type="checkbox"/>]</u></p> <p><u>In the case of MWC exercising its right to verify the results and the result differ from the test results submitted along this form – MWC’s test results will supersede:</u> <u>Yes [<input type="checkbox"/>]</u></p>
<p><u>The Membrane presented for the purpose of demonstrating compliance with the Technical Threshold Requirement of section 7.5.3 is identical to the Membrane proposed by the Tenderer for the Project.¹²</u></p>	<p><u>Yes [<input type="checkbox"/>]</u></p>
<p>3. Client (entity ordering the Membranes)</p>	<p>[_____]</p>

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[¹¹ Clarification notice no.8 item 3](#)

[¹² Clarification notice no.8 item 2](#)

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4.	Client contacts	Name & Surname: [_ _] Address: [_ _] Telephone: [_ _] Facsimile: [_ _] Email: [_ _]
5.	Technical description of the UF Treatment Plant - the Tenderer will provide within its Proposal supportive documentation in addition to the data inserted herein.	[mark applicable option] (a) <input type="checkbox"/> Wastewater treatment; or (b) <input type="checkbox"/> Surface water treatment. Capacity – [_ _] [at least 1,500 m ³ /hr] [indicate the applicable m ³ /hr].
6.	UF's construction	UF's construction has begun on [_ _] [1.1.2010 at the earliest].
7.	UF Treatment Plant's Operation	(a) Operation Commencement date [_ _] . (b) Number of hours the UF Treatment Plant was operational within a maximum period of 2 years as of its operation commencement [_____] indicate in hours – each hour – 60 minutes [at least 7,000 hours within the maximum 2 year timeframe]. (c) Indicate if the UF Treatment Plant is still operational <input type="checkbox"/> Yes / No <input type="checkbox"/> [mark applicable option]. (d) In the event the UF Treatment Plant is not operational indicate the date on which it has ceased operation [_ _]. Operation could have been performed by the Tenderer, Member or Membrane Manufacturer, as applicable.

Signature: _____ Date: _____

Confirmation

I, _____, attorney-at-law / legal consultant [circle as applicable], hereby attest and confirm that Mr. / Mrs. _____ has been identified by me and has signed the above statement and that he/she/they is/are authorized to sign on behalf of _____ [name of Tenderer / Member / Membrane Manufacturer] and to commit it for the purpose of this Tender, submission of the Proposal and contractual engagement.

Tender Form F

Undertaking for Business Cooperation

Form C

BINDING UNDERTAKINGS BY FOREIGN SUPPLIER

This Binding Undertakings Instrument ("**Undertaking**") is made as of [] [Date], by [] [Name] a corporation duly incorporated and existing under the laws of [] [Place of incorporation], company number [] with address at _ _ ("**Supplier**").

Whereas, according to the Israeli Mandatory Bidding Regulations (Mandatory Industrial Cooperation) of 2007 a Foreign Supplier who participates in a procurement process conducted by Buyer (as such term is defined below), or otherwise engages Buyer, for the purpose of acquisition by Buyer of goods, equipment, services or work, at a value as defined under the Regulations, is required to engage in industrial cooperation activity in Israel; and -

Whereas, the Supplier, is a Foreign Supplier (as such term is defined below) and participates in a procurement process number [R-42/2019_] [Tender No.] issued by [MWC_] [Issuer of the Tender] (the "**Buyer**") for the supply of [] [Name of Tender] (the "**Tender**") or otherwise wishes to engage with Buyer for the supply of goods, equipment, services or work; and -

Whereas, Supplier hereby undertakes that, should it be awarded in the framework of the Tender (or otherwise contract with Buyer), Supplier shall conduct such industrial cooperation in such nature and scope as set forth in this binding Undertaking, including appendices thereof.

THEREFORE, in consideration of these premises, I, the undersigned Supplier, hereby declare, warrant and undertake towards the State of Israel (represented for the purposes hereof by the ICA (as such term is defined below)), as follows:

1. PREAMBLE, INTERPRETATION AND DEFINITIONS

- 1.1 The preamble and Schedules to this Undertaking and the Appendices attached hereto constitute integral parts hereof.
- 1.2 Section headings have been included in this Undertaking for convenience of reference only and shall not be used for the interpretation thereof and in no way alter, modify, amend, limit, or restrict any contractual obligations of the Supplier hereunder.
- 1.3 This binding Undertaking is provided in accordance with Israeli Statute and Regulations (as such terms are defined below) and the ICA Guidelines as presented in the official website of the ICA.
- 1.4 Terms used herein and not otherwise defined shall have the same meaning as ascribed thereto in Statute or Regulations.

Without derogating from the above, in this Undertaking, the following terms shall have the meaning ascribed thereto below:

“**Buyer**” as defined in the preamble to this Undertaking above.

“**Contract**” shall mean the procurement contract between the Buyer and the Supplier which shall be entered into between Buyer and Supplier should the Supplier be awarded in the framework of the Tender, or otherwise, for the purpose of acquisition by Buyer from Supplier of goods, equipment, services or work.

"Contract Value" – the total considerations to be paid to Supplier in the framework of the Contract or in relation thereto, including taxes, levies, fees, insurance and transportation costs, and - in respect of imported goods - their CIF price in an Israeli port, including taxes, levies, fees, insurance and transportation costs, all - without giving effect to any deductions, set-offs or fines. Contract Value includes, without limitation – (1) any payment which, under the Contract, the Buyer is required to pay to Supplier and Supplier is required to transfer to another; (2) any payments which any third party is required to pay to Supplier, by virtue of the Contract; (3) any payments, including payments as stated in paragraphs (1) or (2) above included in any option of Buyer under the Contract; (4) any continuation contract in excess of USD 500,000 that is made within a period of 5 years from the date of the Contract; and (5) any acquisition of spare parts, training activities, maintenance, technical assistance, guarantees etc. procured in the framework of the Contract or in relation thereto.

"Foreign supplier" – a manufacturer, supplier or importer of imported goods or a supplier of work that is not performed in Israel, whether himself or by means of others. For the purpose of this undertaking and subject to its terms and conditions, importer of imported goods and their manufacturer are considered jointly and severally a Foreign Supplier.

For the removal of doubt, the Foreign Supplier's Subsidiaries or affiliates shall be considered as Foreign Supplier, For the purpose of this undertaking.

"Subsidiary" - a company in which the Foreign Supplier holds fifty percent or more of the nominal value of its issued share capital or of the voting power therein or is entitled to appoint fifty percent or more of its directors.

"Affiliate" – a company in which another company - which is not a parent company thereof - holds twenty-five percent or more of the nominal value of its issued share capital or of the voting power therein or is entitled to appoint twenty-five percent or more of its directors;

"Israeli made Goods" - goods made in Israel or in the Area (as such term is defined under the Statute) by a producer who is an Israeli citizen, or a permanent resident of Israel, or a body corporate registered in Israel, on condition that the price of their Israel content constitutes at least 35% of the proposed price, all – as defined under the Regulations. Goods manufactured outside of the State of Israel may only be recognized as Israeli-Made Goods at the prior written approval of ICA and under the terms and conditions as defined under the Regulations.

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"ICA" shall mean The Foreign Investments and Industrial Cooperation Authority operating in the Ministry of Economy and Industry.

"**Industrial Cooperation**" shall mean the business activities in Israel as set forth in section 4 of the Regulation.

"**Local Subcontracting**" shall mean the execution of contract/s to purchase Israeli Made Goods (as such term is defined under the Regulations), or to procure Works or services in Israel (as such term is defined under the Regulations), all - for the purpose of performing the Supplier's undertakings under the Contract.

"**Regulations**" shall mean the Mandatory Bidding Regulations (Mandatory Industrial Cooperation) of 2007, a curtesy translation to English thereof are presented in the official website of the ICA.

For the removal of doubt, in any case of contradiction between the provisions of the Regulations and the English translation thereof, the provisions of the Regulations shall govern.

"**Statute**" shall mean the Mandatory Bidding Law of 1992.

"**Work or Services in Israel**" - work or services executed in Israel or in the Area by an Israel citizen or by a permanent resident in Israel, or by a body corporate registered in Israel.

2. GENERAL

- 2.1 The Supplier hereby declares, warrants and undertakes towards the State of Israel (represented for the purposes hereof by the ICA), that subject to the signing of the Contract, it shall perform and put into practice Industrial Cooperation in Israel at a scope, nature and timetables as set forth in this Undertaking and the Implementation Plan (as such term is defined below) and shall fully comply with all of its undertakings hereunder.
- 2.2 This Binding Undertaking may further include special terms and conditions as set forth in Appendix "A" hereof.

3. EXTENT OF THE INDUSTRIAL COOPERATION

The scope of Industrial Cooperation that shall be carried out by the Supplier shall be at an amount of at least _____ % of the Contract Value _____ US\$ [Contract Value], i.e. a total amount of US\$ _____ [The scope of Industrial Cooperation].

The Contract Value for the purposes of calculating the scope of Industrial Cooperation hereunder shall be adjusted, as required, in any case of a change in the Contract Value.

4. NATURE OF INDUSTRIAL COOPERATION

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- 4.1 Industrial Cooperation may be conducted by means of Local Subcontracting, investments, research and development, transfer of know-how or purchase of Israeli-Made Goods (as such term is defined above), or Works or services in Israel (as such term is defined above).

Supplier undertakes to perform Local Subcontracting at a value of no less than 20% of the Contract Value.

- 4.2 Industrial Cooperation shall not include:

4.2.1 Expenses, including agent's commission, incurred to promote the sales of the Supplier in Israel;

4.2.2 The purchase of shares of companies that are subject to the Israeli Securities Law, 5728 - 1968 ("**Securities Law**"), at a rate at which the purchaser does not become an interested party as defined in the Securities Law; and -

4.2.3 Investments, acquisition and funding of research and development work that shall be deemed Industrial Cooperation, shall not include grants given by the Government of Israel as part of an investment program or funding.

5. PERIOD AND TIMETABLE

- 5.1 The Supplier's Industrial Cooperation undertakings hereunder shall be fully executed within the period of the Contract ("**Industrial Cooperation Period**"). Without derogating from the above, or from any right or remedy of the ICA hereunder or at law, in any case this Undertaking shall not be terminated until full Industrial Cooperation obligations hereunder are fully complied with by Supplier.
- 5.2 The Supplier's undertakings for Industrial Cooperation hereunder shall be fulfilled at a fixed amount every year on a linear basis, unless otherwise approved by the ICA and included in the Implementation Plan.

6. IMPLEMENTATION PLAN

- 6.1 A comprehensive detailed implementation plan for the fulfillment of Supplier's Industrial Cooperation obligations hereunder is Attached as **Appendix "B"** ("**Implementation Plan**"). Any change or adjustment of the Implementation Plan may only be done by the prior written approval of the ICA.

The Implementation Plan shall apply to the whole period of the Contract.

- 6.2 Supplier hereby warrants and represents that the Implementation Plan reflects its good faith estimation of the business opportunities for performance of its Industrial Cooperation undertakings hereunder in scope and in timetable as defined hereunder. Such Implementation Plan was established by Supplier after thorough review and examination and in-depth survey for potential real investments or other Industrial Cooperation activities in Israel.

- 6.3 Supplier hereby undertakes that it will continue to invest efforts, using customary reasonable measures, for exploring and establishing Industrial Cooperation in Israel in accordance with its undertakings hereunder, including the use of consultation services, conducting a professional survey in Israel, visiting business entities in Israel, participating in Israeli industry conferences, etc., and shall pursue full implementation of the Industrial Cooperation as described in the Implementation Plan.
- 6.4 ICA may, at any time, require Supplier to submit clarifications, additions or modifications to the Implementation Plan, inter alia in order to reflect actual changes in Supplier's Industrial Cooperation, or in the case of a default or a potential default by Supplier (and without prejudicing from any right or remedy of ICA) – in order for Supplier to cure any such default and fully comply with its undertakings hereunder. Supplier hereby undertakes to comply with all such requirements by ICA.
- 6.5 Any industrial cooperation activity to be carried out by the Supplier which is not part of an approved Implementation Plan will be subject to ICA's prior written approval in order for it to be credited as Industrial Cooperation.

7. REPORTS

- 7.1 The Supplier shall submit to the ICA an annual report regarding the fulfillment of the undertakings for Industrial Cooperation stated in this Undertaking (the “**Progress Report**”).
- 7.2 The Progress Report for each calendar year shall be submitted no later than March 31st of the following calendar year. ICA may, at any time, require the submission of additional Progress Reports, including in case of a default or a potential default of the Implementation Plan.
- 7.3 The Progress Report shall include the following details:
- 7.3.1 Performance against anticipated Industrial Cooperation under the Implementation Plan.
- 7.3.2 A summary of all the claims for Industrial Cooperation credits in a form attached as **Appendix "C"** hereof approved by the Supplier's independent auditor. For each one of the credit claims the Supplier shall submit a confirmation of the Israeli supplier signed by an authorized signatory, at the form included in **Appendix "C1"**.
- 7.3.3 Any additional information, which may be required by the ICA, regarding the activities carried out toward the fulfillment of the Supplier's undertakings.
- 7.4 A final report regarding the scope of the Industrial Cooperation and Local Subcontracting as actually implemented and the nature thereof shall be submitted by the Supplier, along with the approval of Supplier's auditor to such report, no later than 30 days after the end of the Industrial Cooperation Period.

8. BREACH BY SUPPLIER

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- 8.1 Breach by Supplier of the provisions of Sections 2.1, 3, 4.2, 5.1, 6.2, 6.3, 7.1 or 7.4 of this Undertaking shall be considered as fundamental breach of this Undertaking.
- 8.2 Any other breach by Supplier of this Undertaking, which is not cured within 30 days of ICA's written demand (or an extended cure term as defined by the ICA, at its sole discretion) shall become a fundamental breach.

9. LIQUIDATED DAMAGES

- 9.1 During the Industrial Cooperation Period, the ICA will determine the following parameters, as at the end of each calendar year ("**Evaluation Date**"):
 - 9.1.1 The Supplier's accumulated obligations for Industrial Cooperation under this Undertaking from the commencement of the Industrial Cooperation Period until the Evaluation Date.
 - 9.1.2 The Supplier's accumulated volume of Industrial Cooperation performed by Supplier and approved by ICA, from commencement of the Industrial Cooperation Period and until the Evaluation Date.
- 9.2 In any case that the balance between section 9.1.1 minus section 9.1.2 above is positive ("**Unfulfilled Obligation**"), i.e., at the relevant Evaluation Date, the Supplier has not fully complied with its Industrial Cooperation undertakings hereunder, Supplier agrees and undertakes to pay the State of Israel liquidated damages, at an amount equal to 2% of the Unfulfilled Obligation.

Supplier hereby warrants and confirms that the above liquidated damages constitutes reasonably estimated damages which will be caused to the State of Israel in any case of breach of its undertakings hereunder.
- 9.3 The provisions of this Section 9 above shall not prejudice or derogate from any right or remedy of ICA hereunder or at law.

10. INDUSTRIAL COOPERATION COORDINATOR

- 10.1 Supplier shall appoint one person in Israel which will serve as Supplier's liaison person vis-à-vis ICA. As at the date of signing the Contract, the Industrial Cooperation Coordinator is:
____ [Name]
____ [Address]
____ [Telephone]
____ [Fax]
____ [Email]
- 10.2 The Industrial Cooperation Coordinator will represent the Supplier for all purposes hereunder and will serve as the Supplier liaison person also vis-à-vis Israeli industry and other business entities.
- 10.3 In case the Industrial Cooperation Coordinator is replaced at any time in the future, the Supplier is committed to notify the ICA of the identity of the new Industrial Cooperation Coordinator within 7 days from the time the replacement took place.

11. LAW AND JURISDICTION

- 11.1 This Undertaking shall be exclusively governed by and construed in accordance with the substantive laws of the State of Israel without giving effect to any choice of law or conflict of law provision or rule.
- 11.2 The competent courts of the State of Israel shall have exclusive jurisdiction over any and all disputed arising from or related to this Undertaking, to exclude the jurisdiction of any other competent court of any other jurisdiction.

12. MISCELLANEOUS

- 12.1 The records of ICA pertaining to the execution of the Supplier undertakings hereunder shall serve as prima facie evidence to the contents thereof.
- 12.2 Any activity of the Supplier with the Israeli industry carried out prior to being awarded with the Contract shall not be eligible for crediting purposes.
- 12.3 This binding Undertaking shall constitute an integral and inseparable part of the Contract and is hereby signed for the benefit of the State of Israel.
- 12.4 This Undertaking and Appendices thereof constitute the entire understandings and undertakings by the Supplier towards the State of Israel and replaces and supersedes any and all previous agreements or understandings, all of which shall be null and void.
- 12.5 Any amendment and/or supplement to this Undertaking shall be in writing, signed by Supplier and approved by ICA.

IN WITNESS WHEREOF, this Undertaking has been executed by the Supplier, as of the day and year first hereinabove written.

Signature of an authorized officer on behalf of the foreign supplier (Not the Importer):

Foreign Supplier [Company name]:

Name:

Title:

Signature:

Date:

If the Tender proposal is submitted (and/or the Contract is signed) by an importer, this undertaking should also be signed by an authorized officer on behalf of the importer:

Importer [Company name]:

Name:

Title: _____

Signature: _____ Date

Appendix B

Implementation Plan

Related to Tender/RFP No. R-42/2019

Issued by: _____ . Dated

Pursuant to clause 6 of the a.m. document, we [full company name] _____ ,
hereby submit our detailed Fulfillment Program, aimed at the satisfaction of our a.m.
undertaking, as follows:

1. Our fulfillment activities will be in the fields of one or more of the following Industrial Cooperation Categories: (*)

- Local Subcontracting
- Acquisition of Israeli Products, Work or Services
- R&D Orders
- Investments
- 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
Full program accomplishment

3. Following is our prospective Fulfillment Program:

Industrial Cooperation Category	Transaction Description	Estimated Timeframe		Acquisition of Israeli Products Site of Production		Local Subcontractor Yes/No	Names of Israeli Entities Involved	Transaction Value (in USD/EUR)	Israeli entity's Contact Person info.
		Start Date	Due Date	Country	City				
							Total Fulfillment Value		
							Total Local Subcontracting value		

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Signature of an authorized officer on behalf of the foreign supplier (Not the Importer):

Name (Supplier): ... Title

Signature (Supplier): Date

Name (Importer): *... Title:* ...

Signature (Importer): * .. Date:*..

* If the Tender proposal is submitted (and/or the Contract is signed) by an importer, this undertaking should also be signed by an authorized officer on behalf of the importer.

Tender Forms G

Commercial Proposal

Section 9 of Volume 1

Consists of:

G(1)	Commercial Proposal <i>CAPEX</i> .
G(2)	Commercial Proposal– Guaranteed Membranes Replacement Rate.
G(3)	Commercial Proposal– Guaranteed Energy Consumption.
G(4)	Commercial Proposal– Guaranteed Chemical Consumption.
G(5)	Commercial Proposal– Guaranteed Feed Water Flow.

Tender Form G(1) Commercial Proposal– CAPEX

1	TUFA	Total UF membranes` A rea,m ²	
2	GPUFA	Guaranteed P rice of UF membranes` area, NIS/m ²	
3	PP	<p>Price Proposal of the WTP, <u>in one of the following*</u>:</p> <p style="margin-left: 20px;"> <u>a) NIS</u> <u>b) Euro</u> <u>c) US dollars,</u> </p> <p style="text-align: center;">Excluding VAT</p> <p><u>Please choose the currency in which the PP is submitted.</u></p> <p><u>Please circle above the currency in which the PP is submitted.</u></p>	<input type="checkbox"/> NIS <input type="checkbox"/> EURO <input type="checkbox"/> US dollars <hr style="width: 50px; margin-left: 0;"/>
<p>Note: In the event that MWC exercises the Mode 2 Operation Option, as referred to in Section 8 (MWC's - Mode 2 option) of Volume 2 (Contract) - then the Supplier shall be entitled for the Option's Lump Sum (as referred to in Section 8.4.3 (Option's Costs) which will be calculated as follows</p> <p><u>(*) The proposed PP shall be entirely (100%) in one of the currencies listed above.¹³ Note the applicable provisions of Volume 1 (Request For Proposals) with respect to tender stage the applicable provisions of Volume 2 (Contract) with respect to the Contract period.</u></p> <p style="text-align: center;">(TUFA X GPUFA) X 0.4</p>			

¹³ Clarification notice no.7 note (a) under section (b - currency)

Tender Form G(2)
Guaranteed Membranes Replacement Rate
[Including Membrane Manufacturer’s Undertaking]

Guaranteed Membranes Replacement Rate

	a1	a2	a3	a4	a5	a6	a7
YEAR	1*	2*	3	4	5	6	7
%	0	0					

(*) at least 2 years cliff

Tenderer’s / Member’s name		Name and Surname of Authorized Signatory	Signature of Authorized Signatory	Position	Date
Tenderer					
JV	1 st Member				
JV	2 nd Member				
Membrane Manufacturer (to be completed in the event it is not the Tenderer or Member. In the event the Membrane Manufacturer is the Tenderer or Member – indicate accordingly)					

Membrane Manufacturer's Undertaking

1. The warranty obligations with respect to the Membranes

1.1 General

The warranty obligations with respect to the Membranes ("**the Membranes' Warranty Obligations**") shall also include (in addition to all other obligations in the Contract Documents) an obligation of the Supplier to take all measures and steps that may be required in order to immediately rectify any defect relating to failure of each Membrane to meet – at all times and under all of the constraints applicable to the WTP as such constraints are prescribed in the Contract Documents – including – but explicitly not limited to - the Required Treated Water Quality of the WTP as provided under Section B.1.2 – Table 1 of **Volume 3** (SOW).

1.2 Terms and conditions for execution of the Membranes' Warranty Obligations

The Membranes' Warranty Obligations shall be executed, *inter alia*, under the following terms and conditions:

- a. The Supplier undertakes that throughout the Membranes' Warranty Period, as provided under Section 23.3 (Extended Warranty Periods and Manufacturer's Undertakings) Sub-Section 23.4 of **Volume 2** (Contract) it shall repair and/or correct and/or remove and/or replace any Membrane found to be defective and/or non-conforming to the requirements of the Contract Documents – all such that the WTP and/or any part thereof shall return to comply with the requirements of the Contract Documents including with the Required Treated Water Quality of the WTP.
- b. Replacement of Membranes during a specific year within the Membranes' Warranty Period up to the Membranes' Guaranteed Replacement Rate for such year shall entitle the Supplier a guaranteed Price per m2 of UF membrane equal to the proposed GPUFA as stipulated under **Commercial Proposal – Tender Form G(1) – Capex – Item 2**. Membranes shall be provided "ex-works" and all shipping thereof to and from the WTP shall not be the Supplier's responsibility. The above shall not apply to the initial quantity of spare Membranes (pursuant to the requirements for the quantity of Spare Parts prescribed in Section 24 (Spare Parts) of **Volume 2** (Contract) and Section B.1.10 of **Volume 3** (SOW) which shall be supplied by the Supplier to the Site and at the Supplier's own expense.

In the event that the actual replacement rate of the Membranes in a specific year within the Membranes' Warranty Period was lower than the Membranes' Guaranteed Replacement Rate for the respective year ("**the Replacement**

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Difference") then the relevant Guaranteed Replacement Rate for the consecutive year within the Membranes' Warranty Period shall be increased by the Replacement Difference.

- c. Save for to the extent prescribed in sub-section (b) above, the Supplier shall bear the full and sole responsibility for costs incidental to the execution of the Membranes' Warranty Obligations, *inter alia*,: (i) re-performance of design and engineering, demolition for access, removal, disassembly, reconstruction, repair, re-testing and re-inspection, manufacture, reinstallation, reconstruction necessary to correct the defect or deficiency; (ii) in the event that a higher Membranes Replacement Rate shall be required in order to maintain the Guaranteed Performance Criteria with respect to the Membranes.
- d. It is clarified that in no case shall the execution by the Supplier of its obligations (including with respect to the Membranes) shall be conditioned upon any immediate payment by MWC to the Supplier and/or to any third party.
- e. It is explicitly clarified that notification by MWC of any suspected defect in the Membranes which shall not be reasonably rejected (in writing) by the Supplier within 3 days, shall be deemed as the Supplier's confirmation and acknowledgement of an occurrence of a defect in the Membranes.
- f. The rectification of a defect in a membrane which has not commenced within 5 days from the date of notice thereof was sent by MWC to the Supplier or the continuous execution thereof has not been diligently pursued thereafter, shall be deemed a material breach of Contract and shall entitle MWC (without derogating from any other of its rights or remedies) to remedy the defect itself and charge the Supplier with all costs incurred in connection with such correction plus 15% overheads.

Tender Form G(3) Guaranteed Energy Consumption

Feed quality	FQ1	FQ2	FQ3	FQ4	FQ5	FQ6	FQ7
Turbidity, NTU	<20 – 60			61 - 100			101 - 140
Temperature, ° C	22 – 31			13 - 21	22 - 31		<u>At all range 13 - 31</u>
Algae count, A/ml	≤1200	1200 - 6000	≥6000	≤1200	≤1200	>1200	At all count
Fraction, %	8	30	5	25	15	5	12
Guaranteed energy consumption, kwh/m ³ product	GEC1	GEC2	GEC3	GEC4	GEC5	GEC6	GEC7

Note: with respect to LD's applied for non-compliance with Guaranteed Energy Consumption rates, please see:

Appendix F(1) - Liquidated Damages for Non-Compliance with the Supplier's Guaranteed Energy Consumption and Section 16.2 (Liquidated Damages for Non-Compliance with Guaranteed Performance Criteria) and Sub-Section 16.2.1.1 and 16.2.3.1 of **Volume 2** (Contract).

Tender Form G(4) Guaranteed Chemical Consumption.

Feed quality	Chemicals		FQ1	FQ2	FQ3	FQ4	FQ5	FQ6	FQ7
Turbidity (NTU)			<20 - 60				61 - 100		101 - 140
Temp. °C			22 - 31			13 - 21	22 - 31		<u>At all range 13 - 31</u>
Algae count, A/ml			≤1200	1200 - 6000	≥6000	≤1200	≤1200	>1200	At all count
Fraction, %			F1	F2	F3	F4	F5	F6	F7
			8	30	5	25	15	5	12
Guaranteed Chemicals consumption, g/m³ product produced at F_n - GCC	Ferric Chloride	FC							
	Sodium Hypochlorite	SH							
	Caustic Soda	CS							
	Hydrochloric Acid	HA							
	Citric Acid	CA							
	Sodium Bisulfite	SB							

Note: with respect to LD's applied for non-compliance with Guaranteed Chemical Consumption rates, please see:

Appendix F(2) - Liquidated Damages for Non-Compliance with the Supplier's Guaranteed Chemical Consumption and Section 16.2. (Liquidated Damages for Non-Compliance with Guaranteed Performance Criteria) and Sub-Section 16.2.1.2 and 16.2.3.2 of **Volume 2** (Contract).

Tender Form G(5) Guaranteed Feed Flow Water

Feed quality	FQ1	FQ2	FQ3	FQ4	FQ5	FQ6	FQ7
Turbidity, ntu	<20 - 60				61 - 100		101 - 140
Temp. °C	22 - 31			<13 - 21	22 - 31		At all range 13 - 31
Algae count, A/ml	<=1200	1200-6000	>=6000	<=1200	<=1200	>1200	At all count
Fraction, %	F1	F2	F3	F4	F5	F6	F7
	8	30	5	25	15	5	12
UF Recovery, UFR, %							
Overall WTP recovery, OWTPR, %							
Guaranteed Feed Water Flow, m ³ per day *	FWF1	FWF2	FWF3	FWF4	FWF5	FWF6	FWF7
<p>Note: with respect to LD's applied for non-compliance with Guaranteed Feed Water Flow rates, please see:</p> <p>Appendix F(3) - Liquidated Damages for Non-Compliance with the Supplier's Guaranteed Feed Water Flow and Section 16.2 (Liquidated Damages for Non-Compliance with Guaranteed Performance Criteria) and Sub-Section 16.2.1.3 and 16.2.3.3 of Volume 2 (Contract).</p>							

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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.ג.

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 777 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 222 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 ששך 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 ~~30.67.2020~~¹⁵ 27.11.2020.

[Clarification notice no.2 para.2 and annex E](#) ¹⁴

[Clarification notice no.6 para.1\(d\) and annex B](#) ¹⁵

Tender Form I

Confirmation of Merging Company

[Volume 1 (RFP) Section 8.5.3]

[Pursuant to Section 8.5.3 of Volume 1 (Request for Proposals). To be completed and signed by the Tenderer, Member or Membrane Manufacturer (as applicable).]

The Proposal shall include either:

- (a) a confirmation by a lawyer registered in the Israeli Bar Association; **or**
- (b) a formal certificate of the applicable statutory authority under the applicable laws of its jurisdiction or Tenderer's, Member's or Membrane Manufacturer's legal consultant;

Testifying to the results of the merger between the Absorbed Company and the Surviving Company and confirming that the Absorbed Company has been fully and completely merged into the Surviving Company, and has ceased to exist after the merger, and the date of such merger.

Part B

RFP Tender Annexes

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Tender Annex Index

<u>Tender Annex</u>	<u>Title</u>
A	ICA's Requirements for Mandatory Industrial Cooperation [English & Hebrew]
B	Commercial Proposal - Evaluation Methodology
C	Proposal's Engineering Package - List of Submittals
D	Request for Clarifications (RFC)
E	Letter of Confirmation and Acceptance of All Addenda and Clarifications
F	MWC's Advisors
G	Contents of Proposal – Checklist <i>[shall be distributed within the framework of a Clarification notice]</i>

Tender Annex A

ICA's Requirements for Mandatory Industrial Cooperation

Appendix — ICA Appendix (Mandatory Industrial Cooperation) in respect to Tender/Contract No R-42/2019

1. A Foreign Supplier is required to fulfill industrial cooperation as defined in the Israeli Mandatory Bidding Regulations (Mandatory Industrial Cooperation), 5767-2007 (hereinafter: "**the Regulations**") to the extent of 20 or 35 or 50 percent¹⁶ of the contract value (as applicable) where at least 20% of the contract value must be performed in a way of local subcontracting (for the purpose of performing the Supplier's undertakings under the Contract).

For the avoidance of doubt:

- 1.1 "**Foreign Supplier**" - for the purpose of mandatory industrial cooperation - manufacturer, supplier, importer of imported goods or a supplier of work that is not being performed in Israel, whether by himself or by means of others.

The location of incorporation, the official address or business center of the Foreign Supplier or its shareholders is immaterial in this regard

- 1.2 "**Israeli made goods**" - goods manufactured in Israel or in the Area or another place approved by the ICA and in which the price of the Israeli content therein constitutes at least 35 percent of the bid price (including taxes, levies, statutory fees, insurance and transportation expenses).
- 1.3 "**Israeli content Price**" - as such is defined in the Mandatory Tenders Regulations (Preference of Israeli Made Goods), 5755-1995.
- 1.4 "**Imported Goods**" - goods that are not manufactured in Israel.

2. A threshold condition for the participation of a Foreign Supplier in the tender is that he shall submit, together with his bid price a Binding Undertaking for industrial cooperation (hereinafter: "**Undertaking**") including an implementation plan complying with its undertaking to carry out industrial corporation (hereinafter: "**Implementation Plan**") via form C of the ICA Guidelines for Israeli Buyers, both having been duly completed, signed and certified as required in these Forms.

Attached is the Undertaking that should be submitted together with the bid price.

In the case of a Foreign Supplier who is an importer, signature will be required from both the manufacturer of the goods and the importer.

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¹⁶The extent of the Industrial Cooperation shall be an amount equal to at least **35%** of the value of the transaction or the value of the contract.

If the purpose of the transaction or the contract is to purchase security equipment of the Ministry of Defense, including a reference unit within its meaning in the Mandatory Tenders Regulations (Defense Establishment Contracts), 5753 - 1993, the extent of the Industrial Cooperation required shall be at least **50%** of the value of the transaction or the contract.

In respect of tenders relating to civil procurements to which the GPA Agreement applies, the extent of required industrial cooperation from Foreign Suppliers from the signatory countries shall only amount to **20%** of the value of the transaction or the contract.

Tender Form and Annexes

In so far as it concerns a Foreign Supplier who is under Umbrella Agreement for Industrial Cooperation with the Industrial Cooperation Authority (hereinafter: The "ICA") the Foreign Supplier shall submit, together with his bid price a "**Supplier's Binding Undertaking under UICA**" including "**Updated Implementation Plan**" via Form H of the ICA's Guidelines for Israeli Buyers.

The Foreign Supplier is aware that the mere fact of submission of the aforementioned duly completed documents (Form C and Appendix B or Forms H and H1) does not mean that these documents are approved by the ICA. The substance of these documents require examination and approval by the ICA, this being a condition for receiving the ICA's approval for Contract engagement between the Buyer and the successful Foreign Supplier. It may be that the Foreign Supplier will be required to amend these documents in accordance with the requirements of the ICA and as a condition for signing the contract between him and the Buyer, in the event of having him won the tender.

3. The Foreign Supplier is aware that signature of the contract between him and the Buyer is contingent upon the approval of the ICA, upon the provisions of the ICA Regulations and its Guidelines having been fully complied with, including approval of the Implementation Plan submitted by him.
4. The Foreign Supplier is aware that in the event of him being defined by the ICA as a Foreign Supplier under monitoring, the ICA may require, in addition to the Undertaking and the Implementation Plan, that he submit an Instrument of Guarantee for the implementation of his Binding Undertaking to fulfill industrial cooperation, as a condition for the ICA approval of signature of the contract between him and the Buyer, and this in the binding form D.

The amount of the Guarantee will be equivalent to the aggregate amount of the annual agreed liquidated damages under the Undertaking or the UICA.

A Foreign Supplier under monitoring, who is required to submit a Letter of Guarantee as aforesaid, will be entitled to demand a change or update of the amount of the Guarantee depending upon the pace of his annual implementation, provided that he has met the targets of the Implementation Plan (if not otherwise stated in the Implementation Plan, the minimum annual pace is linear).

5. The potential Foreign Suppliers are invited to arrange meetings with the representatives of the ICA in order to obtain assistance in the planning and structuring of an optimum Implementation Plan to be submitted together with the tender bids.
6. Guidelines, forms and contact details of the ICA can be obtained on the internet website: www.ica.gov.il

נספח שתפ"ת (חובת שיתוף פעולה תעשייתי)

למכרז/התקשרות מס' R-42/2019

1. ספק חוץ מתחייב לקיים שיתוף פעולה תעשייתי כהגדרתו בתקנות חובת המכרזים (חובת שיתוף פעולה תעשייתי), תשס"ז-2007 (להלן "התקנות") בהיקף של 20 או 35 או 50 אחוזים¹⁷ משווי ההתקשרות (לפי העניין), כאשר 20 אחוזים לפחות משווי ההתקשרות יתבצע בדרך של התקשרות משנה מקומית, דהיינו, התקשרות לרכישת טובין מתוצרת הארץ או לביצוע עבודה או שירותים בארץ לצורך ביצוע ההתקשרות נושא המכרז.

למען הסר ספק יובהר כי:

1.1. "ספק חוץ" - לענין חובת שיתוף פעולה תעשייתי - הוא כל יצרן, ספק או יבואן של טובין מיובאים, או ספק של עבודה שאינה מבוצעת בארץ, בין בעצמו ובין באמצעות אחרים.

אין נפקא מינה לענין זה, היכן נמצא מקום ההתאגדות, הכתובת הרשמית או מרכז העסקים של ספק החוץ או בעלי מניותיו.

1.2. "טובין מתוצרת הארץ" - טובין שיוצרו בישראל או באזור או במקום אחר שאישרה הרשפ"ת ושמחיר המרכיב הישראלי בהם מהווה 35 אחוזים לפחות ממחיר ההצעה (לרבות מסים, היטלים, אגרות, הוצאות ביטוח והובלה).

1.3. "מחיר המרכיב הישראלי" - כמשמעותו בתקנות חובת המכרזים (העדפת תוצרת הארץ), תשנ"ה-1995.

1.4. "טובין מיובאים" - טובין שאינם טובין מתוצרת הארץ.

2. תנאי סף להשתתפות ספק חוץ במכרז הוא שיגיש, יחד עם הצעת המחיר למכרז, כתב התחייבות לשיתוף פעולה תעשייתי (להלן: "כתב התחייבות") הכולל תכנית למימוש מחויבותו לביצוע שיתוף פעולה תעשייתי (להלן: "תכנית מימוש"), בנוסח המופיע כטופס ג' בהנחיות הרשפ"ת לגופים מזמינים, כשהם מלאים, חתומים ומאושרים, כנדרש בטפסים אלו.

מצ"ב כתב ההתחייבות שיש להגיש יחד עם הצעת המחיר.

במקרה של ספק חוץ שהוא יבואן נדרשת חתימת יצרן הטובין (ובנוסף חתימת היבואן).

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17 היקף שיתוף הפעולה התעשייתי הנדרש עומד על סכום השווה ל 35% משווי ההתקשרות. במכרזים שעניינם רכש ציוד ביטחוני של משרד הביטחון, לרבות יחידת סמך כמשמעותה בתקנות מערכת הביטחון, יעמוד היקף שיתוף הפעולה התעשייתי הנדרש על 50% משווי ההתקשרות. במכרזים או התקשרויות שעניינם רכש אזרחי שהסכם ה-GPA חל עליהם, היקף שיתוף הפעולה התעשייתי הנדרש מספקי חוץ מהמדינות החתומות על ההסכם יעמוד על 20% בלבד.

ככל שמדובר בספק חוץ החתום על הסכם מסגרת מול הרשות לשיתוף פעולה תעשייתי (להלן "הרשפ"ת") יגיש הספק, יחד עם הצעת המחיר למכרז, "התחייבות ספק תחת הסכם מסגרת" הכוללת תכנית מימוש מעודכנת (טופס ח' להנחיות הרשפ"ת לגופים מזמינים).

ידוע לספק החוץ, כי עצם הגשת המסמכים המלאים הנ"ל (טופס ג' או טופס ח') אין משמעה שהמסמכים מאושרים על-ידי הרשפ"ת. מסמכים אלה טעונים בדיקה ואישור לגופם על-ידי הרשפ"ת, וזאת כתנאי לאישור ההתקשרות בין הגוף המזמין לבין ספק החוץ שזכה במכרז. ייתכן שספק החוץ יידרש לתקן מסמכים אלה בהתאם לדרישות הרשפ"ת וכתנאי לחתימת ההסכם בינו לבין הגוף המזמין.

3. ידוע לספק החוץ כי חתימת ההסכם בינו לבין הגוף המזמין מותנית באישור הרשפ"ת, כי הוראות תקנות הרשפ"ת והנחיותיה מולאו במלואן, ובכלל זה אושרה תכנית המימוש שהוגשה על-ידו.

4. ידוע לספק החוץ, כי במידה והוא מוגדר אצל הרשפ"ת כספק חוץ במעקב, רשאית הרשפ"ת לדרוש ממנו, בנוסף לכתב ההתחייבות ותוכנית המימוש, להגיש כתב ערבות למימוש מחויבותו לשיתוף הפעולה התעשייתי, כתנאי לאישור חתימת ההסכם בינו לבין הגוף המזמין במידה שזכה במכרז וזאת לפי הנוסח המחייב בטופס ד' להנחיות הרשפ"ת לגופים מזמינים.

סכום הערבות יהיה שווה לסכום הפיצויים המוסכמים השנתיים המצטברים הנדרשים על פי כתב ההתחייבות או הסכם המסגרת, לפי העניין. ספק חוץ במעקב, שנדרש להגיש כתב ערבות כאמור, יהא זכאי לדרוש שינוי או עדכון סכום הערבות, בהתאם לקצב המימוש השנתי שלו, ובלבד שעמד ביעדי תכנית המימוש (במידה ולא מצוין אחרת בתכנית המימוש, הקצב השנתי המינימלי הינו קצב לינארי).

5. ספקי החוץ הפוטנציאליים מוזמנים לתאם פגישות עם נציגי הרשפ"ת לצורך קבלת סיוע בתכנון ובבניית תכנית מימוש מיטבית אשר תוגש יחד עם ההצעות במכרז.

6. טפסים, הנחיות ופרטי קשר של הרשפ"ת באתר האינטרנט: www.ica.gov.il

Tender Annex B

Commercial Proposal - Evaluation Methodology

[Section 15.3 of Volume 1 (Request for Proposals) – to be reviewed by MWC within the framework of Stage 3 – Commercial Proposal – Review and Determination]

General

1. Within the framework of **Stage 3 – Commercial Proposal Evaluation** per Section 15.3 of **Volume 1** (Request for Proposals), the Commercial Proposals of the Proposals which MWC determined to comply with the Threshold Requirements.
2. The RFP's documents relating to the Commercial Proposal includes the following documents:
 - (a) This **Tender Annex B** - providing a description of the manner by which the Tenderer is to prepare its Commercial Proposal and verify it as well as the manner by which MWC is to review and evaluate the Commercial Proposals.
 - (b) Commercial Proposal – **Excel Sheet (available for review at MWC's website)** – this document provides
 - (i) The Tenderer is to submit its Commercial Proposal and the manner by which the Tenderer may verify it prior to its submission within its Proposal.
 - (ii) MWC is to review and evaluate the Commercial Proposal and determine, *inter alia*, the Total Water Cost and Price Proposal.
 - (c) **Commercial Proposal Tender Forms:**
 - (i) **Tender Form 1** - Capex;
 - (ii) **Tender Form 2** - Guaranteed Membrane Replacement Rates;
 - (iii) **Tender Form 3** - Guaranteed Energy Consumption;
 - (iv) **Tender Form 4** - Guaranteed Chemicals Consumption;
 - (v) **Tender Form 5** - Guaranteed Feed Water Flow.
3. **Applicability of the proposed values upon Mode 1 and Mode 2 Operation** - the values proposed by the Tenderer within the Commercial Proposal Forms shall apply both to Mode 1 operation and Mode 2 operation (in the event the option related to in Section 8 (MWC's - Mode 2 Option) in **Volume 2** (Contract) is exercised by MWC.

Tender Form and Annexes

4. **MWC's Review and Evaluation of the Commercial Proposal** – the guaranteed values proposed by the Tenderer within the Commercial Proposal Forms shall be inserted by MWC within the respective field of the Commercial Proposal – Excel Sheet.
5. **Total Water Cost** - Without derogating and subject to MWC's rights, authorities and discretion per the Tender Documents and Laws and Regulations - the Preferred Tenderer shall be the Tenderer whose Total Water Cost (TWC) shall be found by MWC to be the lowest. Note the Preferred Tenderer's Price Proposal (PP) may not have been the lowest PP of all Tenderers as opposed to its TWC which is required to be the lowest.
6. **Price Proposal** - the PP of the Preferred Tenderer (the Tenderer whose TWC was found by MWC to be the lowest) shall be the Contract's Final Fixed Lump Sum as referred to under Section 15 (Contract Price) of **Volume 2** (Contract).

Excel Sheet (available for review at MWC's website)

7. The Excel Sheet includes the following components:
 - 7.1 Capital recovery costs ("**CRC**") - UF membranes and overall Water Treatment Plant costs, NIS /m³ product
 - 7.2 Operational costs:
 - 7.2.1 Fixed operational cost ("**FOC**") - Membranes' replacement cost, NIS /m³ product
 - 7.2.2 Variable operational costs:
 - Total Energy Cost ("**TEC**") – energy cost, NIS/m³ product.
 - Total Chemical Cost ("**TCC**") – chemicals cost, NIS/m³ product.
 - 7.3 Total Specific Feed Cost ("**TSFC**"), NIS/m³ product.

*

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A.(1) MWC's Mandatory Operating Assumptions:

A.	Guaranteed Product Capacity, m ³ /h	GPC	1333
B.	Annual Product Capacity, m ³ /year	APC	10,000,000
C.	Operating days per year		313
D.	Overall Water Treatment Plant Recovery, %	OWTPR	83.5-93
E.	UF Recovery, %	UFR	≤ 88 – 94 ≤
F.	Interest Rate, %		4.5
G.	Plant's lifetime, years		25
H.	Capital Recovery Factor	CRF	0.067
I.	Feed Water Cost, NIS/m ³	FWC	0.15
J.	Capital Recovery Factor for UF membranes	CRF1	0.170

A.(2) Operating Requirements:

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A.	Overall Water Treatment Plant Recovery, %	OWTPR	$\leq 83.5 - 93 \leq$ <i>The value <u>within the range</u> shall be proposed by the Tenderer in Section 1 (Proposed OWTPR) Form 5 (Guaranteed Feed Water Flow)]</i>
B.	UF Recovery, %	UFR	$\leq 88 - 94 \leq$ <i>The value <u>within the range</u> shall be proposed by the Tenderer in Section 2 (Proposed UFR) Form 5 (Guaranteed Feed Water Flow).</i>

1 Capital Recovery Costs

1.1 Capex for UF membranes

A.	Total UF Membranes Area, m ²	TUFA	<i>Shall be proposed by the Tenderer in Section 1 (Proposed TUFA) in Form 1 (Capex).</i>
B.	Guaranteed Price per m ² of UF membrane, NIS/m ²	GPUFA	<i>Shall be proposed by the Tenderer in Section 2 (Proposed GPUFA) in Form 1 (Capex).</i>
C.	Capex of UF Membranes, NIS/ m ³ product	CM	$= (TUFA \times GPUFA \times CRF1) / (APC)$

1.2 Capex for overall Water Treatment Plant (WTP)

Price proposal of the Water Treatment Plant, NIS	PP	Shall be proposed by the Tenderer in Section 3 (Proposed PP) in Form 1 (Capex).
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Capital recovery cost, NIS/m³ product

$$CRC = ((PP \times CRF) / (APC))$$

Total Capital recovery cost, NIS/m³ product

$$TCRC = ((PP \times CRF) / (APC)) + CM$$

2 Operational Costs

2.1 Fixed Operational Costs

A.	Membranes Replacement Rate	a_1, a_2, \dots, a_n $n = 1, 2, \dots, 7$	The Tenderer shall propose the Guaranteed Replacement Rate per year (%) in Form 2 (Guaranteed Membrane Replacement Rates). Note: first 2 years will be cliff guarantee.
B.	Net Present Value	NPV	Net present value of $a_1 - a_7$, based upon 4.5% interest rate.
C.	Annual payment	PMT	Based upon 4.5% interest rate for 7 years and (-NPV)

Fixed operational costs, NIS/m³ product

$$FOC = PMT/APC$$

2.2 Variable Operational Costs

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2.2.1 Total Energy Cost

A.	Energy Cost	Ep	= 0.443 NIS/kWh
B.	Guaranteed Specific Energy Consumption, kWh/m ³ product produced at Fn	GSECn	<i>The Tenderer shall propose the GEC for each 7 feed water (n=7) for (FQ1,FQ2,...FQn) in Form 3 (Guaranteed Energy Consumption).</i>

GSEC1, kWh/m3	= kWh/m3 in FQ1
GSECn, kWh/m3	= kWh/m3 in FQn
EC1, NIS/m3 product	= GEC1 x Ep
ECn, NIS/m3 product	= GECn x Ep

Total Energy Cost, NIS/ m³ product

$$TEC = \sum_{n=1}^7 EC_n \times \% \text{ in } FQ_n$$

2.2.2 Chemicals costs

Ferric Chloride cost	FC_p	6.6	NIS per kg (100% pure)
Sodium Hypochlorite cost	SH_p	11.6	
Caustic Soda cost	CS_p	3.5	
Hydrochloric acid cost	HCl_p	3.3	
Citric Acid cost	CA_p	7.6	
Sodium Bisulphite cost	SB_p	5.7	
Guaranteed Chemical Consumption	GCC	gr/m ³ product produced at Fn	
Total Chemicals cost	TCC	Nis/ m ³ product	

The guaranteed chemical consumption (GCC) refers to the amount of chemical in gram(gr) to be consumed during the duration of each feed quality scenario (Fn). For example, at FQ1 the FC to be filled is the amount of ferric chloride to be consumed during 313 day/y x 0.08 = 25 days of operation at this specific quality. The amount of FC used should be normalized to capacity of product produced at this quality, for example: (gr of FC used during 25 days of FQ1)/(10,000*0.08).

$$CFC - \text{Ferric Chloride Cost (NIS/m}^3) = \frac{FC_p \times \sum_{n=1}^7 GCC_{of_FCFQn} \times F_n}{1000}$$

$$CSH - \text{Sodium Hypochlorite Cost (NIS/m}^3) = \frac{SH_p \times \sum_{n=1}^7 GCC_{of_SHFQn} \times F_n}{1000}$$

$$CCS - \text{Caustic Soda Cost (NIS/m}^3) = \frac{CS_p \times \sum_{n=1}^7 GCC_{of_CSFQn} \times F_n}{1000}$$

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$$\text{CHA - Hydrochloric Acid Cost (NIS/m}^3\text{)} = \frac{HA_p \times \sum_{n=1}^7 GCC_{of_HA} F_{Qn} \times F_n}{1000}$$

$$\text{CCA - Citric Acid Cost (NIS/m}^3\text{)} = \frac{CA_p \times \sum_{n=1}^7 GCC_{of_CA} F_{Qn} \times F_n}{1000}$$

$$\text{CSB - Sodium Bisulfite Cost (NIS/m}^3\text{)} = \frac{SB_p \times \sum_{n=1}^7 GCC_{of_SB} F_{Qn} \times F_n}{1000}$$

Total Chemical Cost, NIS/ m³ TCC = CFC+ CSH + CCS+ CHA+ CCA+ CSB

Variable Operational Costs, NIS / m³ product VOC = TEC + TCC

3 Specific Feed Cost SFC

Total Specific Feed Cost, Nis/m ³ product	TSFC
--	------

$$TSFC = FWC \times \sum_{n=1}^7 \frac{F_n}{\text{OWTPR in } F_{Qn}}$$

4 Total water Cost (TWC)

TWC = 3 x TCRC + FOC + VOC+TSFC NIS/m³ product

Tender Annex C

Proposal's Engineering Package - List of Submittals

[Section 15.2 of Volume 1 (Request for Proposals) – to be reviewed by MWC within the framework of Stage 2 – Evaluation of Engineering Package]

No.	Document/Drawing	Minimum Contents	Items to be Checked
1	Process description	<ul style="list-style-type: none"> • Design basis including: raw water quality used for the process design and the guaranteed produced water quality compatible with the respective value set forth under Section B.1.2 – Table 1 – Required Treated Water Quality of the WTP of Volume 3 (SOW). • General process description, including tag numbers of the process units as presented in the proposed PFD. • General control system description 	<ul style="list-style-type: none"> • The description of the process stages as per Figure 2 in Volume 3 (SOW). • Each of the chemicals defined under Section B.1.6 (Main Process Units & Mechanical Scope of Supply) of Volume 3 (SOW) and respective values (indicated for each) are included (chemical type and its respective value) within the Proposal.¹⁸ • CIP: description of maintenance and recovery procedures.

¹⁸ The Proposal **may not** include additional chemicals to those identified under Section B.1.6 (Main Process Units & Mechanical Scope of supply) of **Volume 3** (SOW).

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No.	Document/Drawing	Minimum Contents	Items to be Checked
		including: main water line, chemicals dosing, cleanings and backwashes.	
2	Process flow diagram (PFD) including all equipment and instrumentation	<ul style="list-style-type: none"> • Each type of stream (water, air, waste and chemical) shall be displayed in a different color. • The PFD shall include specifications of flow rate, head and rated power for each pump and blower and show general dimensions specification for each tank. 	The process units (and respective quantity of each) identified under Section B.1.6 (Main Process Units and & Mechanical Scope of Supply) of Volume 3 (SOW) - are included (process units and respective quantity) within the Proposal. ¹⁹
3	Mass balance for all process streams, including waste, chemicals and air.	<p>Table 1 below provides the required template for the presentation of the mass balance. Stream types and numbers are specified in the proposed PFD Appendix 2 in Volume 3 (SOW).</p> <p>Continuous streams: main water line, ferric chloride and strong acid (optional).</p>	<ul style="list-style-type: none"> • Compatibility of the designed flow rate for each process stream with the corresponding values stipulated in drawings 0367-TEC-01 and 0367-TEC-02 in Appendix 2 of Volume 3 (SOW). • Compatibility of the chemicals consumption rate with the chemical consumption rate guaranteed under

¹⁹ The Proposal may include additional process units to those identified under Section B.1.6 (Main Process Units & Mechanical Scope of supply) of **Volume 3** (SOW).

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No.	Document/Drawing	Minimum Contents	Items to be Checked
		Intermittent streams: waste discharge to the Municipality, MC and RC and chemicals dosing for the membranes cleaning and neutralization.	Commercial Proposal Tender Form G (4) .
4	2D or 3D main equipment layout including piping greater than 80 mm	2D layout with at least 4 cross sections.	The proposed design should take into consideration that no changes in the civil works and tie points are allowed. One exception – the dividing walls between the membrane tanks can be relocated within +/- 15 cm from pre-described location. All is mentioned per section B.1.6 in Volume 3 (SOW) and drawings 0367-TEC-04.
5	Proposed Equipment List ²⁰	For each equipment item, include: <ul style="list-style-type: none"> • Tag number. • Equipment type. • Description. • Materials of construction. 	Compatibility of the proposed equipment items with the respective: <ul style="list-style-type: none"> ○ Specifications requirements applying to each item per Sections B.1.6 and "General Technical Requirements" of Volume 3 (SOW); and

To include all items identified under Section B.1.7 of **Volume 3** (SOW) (may include proposed items beyond those identified under the aforesaid Section B.1.7.²⁰

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No.	Document/Drawing	Minimum Contents	Items to be Checked
		<ul style="list-style-type: none"> • Design parameters. • Rated power. 	<ul style="list-style-type: none"> ○ Quantities applying to each item - per Section B.1.6 (Main Process Units and SOW) of Volume 3 (SOW).
6	Instrumentation list	<p>For each instrument item, include:</p> <ul style="list-style-type: none"> • Tag number. • Instrument description. • Instrument type. • Measurement range. • Output signal. 	<ul style="list-style-type: none"> • Compatibility of the proposed instruments specifications and quantity with the requirements applying to each instrument per Sections B.1.6 and "General Technical Requirements" of Volume 3 (SOW).
7	Single line diagram	<p>All motors above 5 kW should be included.</p>	<ul style="list-style-type: none"> • Compatibility of the proposed control system with the WTP control architecture as provided under Appendix 5 of Volume 3 (SOW).

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Table 1

[See item 3 above]

Parameter	Units	Stream 1	Stream 2	...
Continuous Streams				
Flow Rate	m ³ /hr			
pH				
TSS	mg/l			
TSS	kg/hr			
Turbidity	NTU			
FeCl ₃	kg/hr as FeCl ₃ (100%)			
Acid (optional)	kg/hr as acid (100%)			
Intermittent Streams				
Flow Rate	m ³ /hr			
Duration	sec/min			

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chlorine concentration	mg/l			
pH				
TSS	(mg/l)			
chemical stream	kg/hr as 100% chemical			

Annex D

Request for Clarification (RFC)

(Shaded areas for use of MWC)

Doc. #: _____

RFC Ref #: _____

(a) Requested by: _____

Date: _____

(Name of Tenderer)

Sender Doc.# _____

(b) Subject of the RFC:

(Attach relevant documentation)

(c) References:

Contract Document ref. #: _____

Contract Document name: _____

Para, section or drawing #: _____

(d) Classification

Engineering Legal

Administrative Financial Other

Clarification Request:

Name of Authorized Representative	Name of empowered signatory	Signature

Tender Annex E

Letter of Confirmation and Acceptance of All Addenda and Clarifications

Date:

I/We, _____ [*Name of Empowered Signatory/ies*], on behalf of _____ [*Name of Tenderer*], hereby confirm the acceptance of the following:

(a) All Clarifications from no. 1 to clarification no. _____ (inclusive).

(b) All Addenda from no. 1 to addendum no. _____ (inclusive)

The foregoing addenda have been incorporated and consolidated into Update no. _____ of the Tender Documents, together with all other amendments incorporated thereto and provided to us on [_____];

(c) After the issuance of the revised Tender Documents (Update no. __) the Tenderer has received the following Clarifications:

Clarification no. [_____] dated [*dd/mm/yy*], copy of which is attached as annex [_____] hereof;

Clarification no. [_____] dated [*dd/mm/yy*], copy of which is attached as annex [_____] hereof;

Clarification no. [_____] dated [*dd/mm/yy*], copy of which is attached as annex [_____] hereof.

(d) After the issuance of the revised Tender Documents (Update no. __) the Tenderer has received the following Addenda such addenda shall be initialed and attached hereto:

Addendum no. [_____] dated [*dd/mm/yy*], copy of which is attached as annex [_____] hereof;

Addendum no. [_____] dated [*dd/mm/yy*], copy of which is attached as annex [_____] hereof;

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Addendum no. [_____] dated [dd/mm/yy], copy of which is attached as annex [_____] hereof.

Name of empowered signatory/ies	Signature/s	Date

Tender Annex F

MWC's Advisors

- (a) Simon-Vekslar, Spierer, Maoz – Law offices – משרד עורכי דין – מעוז, שפירר, סימון-וקסלר, שפירר, סימון-וקסלר, שפירר, סימון-וקסלר.
- (b) EPT Environment Protection Technologies - טכנולוגיות לשימור הסביבה בע"מ.
- (c) Nortov Menashe – Engineering, Management, Coordination and Supervision – מנשה – נורטוב – מהנדסים, ניהול, תיאום ופיקוח.
- (d) Lavi - Natif Consulting Engineers LTD; Lavi Natif Elgavish [2014] - לביא נטיף אלגביש - לביא נטיף מהנדסים יועצים בע"מ (2014); בע"מ.

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Tender Annex G
Contents of Proposal – Checklist

[shall be distributed within the framework of a Clarification notice]