

August 15, 2021

Mekorot Water Company Ltd.
Process No. P/23-2021

Invitation to Submit Bids
Tender for the Appointment of a Panel of Service Providers for
Detailed Design Services (the "Invitation")

Addendum No. 2

1. In response to the Invitation issued on **March 25 2021**, Clarifications Questions were received. The questions and respective answers are as specified below (unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Invitation).
2. Bidders are to note that:
 - 2.1. As set out in Section 2.3.4 of the Invitation, any Clarification Question not responded by Mekorot shall be deemed rejected; and
 - 2.2. As set out in Section 2.3.5 of the Invitation, in its response to a Clarification Question, Mekorot may rephrase any Clarification Question, including adding to the original language or omitting from the original language, as it shall deem fit under the circumstances.
3. The schedule for the Tender Process is **updated** as follows:
 - 3.1. Republication: **August 31, 2021**.
 - 3.2. Final date for the submission of Clarification Questions: **October 3, 2021, at 12:00 noon (Israel time)**.
 - 3.3. Bid Submission Deadline: **October 31, 2021, at 12:00 noon (Israel time)**.
4. Bidders are hereby noted that the Tender Documents that will be republished will also contain amendments to the **Threshold Conditions for the Bidder and to the quality score conditions detailed in Annex 2** (the "Amended Tender Document").
5. **This document must be signed by the Bidder and attached to the submission.**

| Number | Topic | Reference to name of document | Reference to page number | Reference to section | Clarification/Question | Answer |
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| 1. | Number of categories in which the same Designer can be presented | Invitation to Submit Bids | 15 | 4.4.4 | Please clarify the maximum number of categories for which the same designer may be presented. Theoretically, can the same designer be presented for all planning categories and the bid will still comply with the threshold conditions of section 4.4.4? | There is no limit to the number of categories for which the same designer may be presented |
| 2. | Conflict of interest | Invitation to Submit Bids | 16 | 5.2 | Can a bidder present in its bid, in order to comply with the threshold condition regarding the employment of at least 20 engineers (section 6.1.4, in page 20 in the Invitation to Submit Bids), engineers who provide supervision and project management services to Mekorot? Or such engineers are in conflict of interests with the provision of detailed design services under the Tender, and therefore cannot be presented in its bid? | The Bidder is required to employ 20 engineers directly regardless of the tasks that they are performing. |
| 3. | Threshold conditions - relevant experience of the Bidder's employed engineers | Invitation to Submit Bids | 20 | 6.1.4 | The tender is for providing services of detailed design for water infrastructures. Do the employees presented in the bid need to have experience in designing water systems or other relevant expertise related to Mekorot's design projects? | Please see answer to item 2. |

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| 4. | Unilateral Change of the Framework Agreement | Invitation to Submit Bids | 32 | 8.7.3 | <p>This Section allows Mekorot to update the Framework Agreement (or its appendices), and the Successful Bidder will be required to sign any such change, update, addition or replacement. It is requested to clarify that in the event of such change, which will impose on the Supplier material obligations which are not otherwise imposed on it, or which will result in a material decrease in the Consideration or a material increase in the Supplier's costs, such a change will require the Supplier's consent.</p> | <p>Mekorot hereby rejects the request.</p> <p>Please note that Section 8.7.3. of the Invitation states that planning services granted by a Supplier under the original Framework Agreement prior to the date of the update of the Framework Agreement will be subject to the provisions of the original Framework Agreement. In addition, Section 8.7.3 states that Mekorot may remove from the Panel a Successful Bidder which has not signed any of said changes, updates, clarifications, additions and/or replacements.</p> |
| 5. | Removal from the Panel | Invitation to Submit Bids | 33 | 9.1 | <p>Please clarify that the Supplier will be given a prior notice and an opportunity to rectify the required threshold score, before it is removed from the Panel.</p> | <p>Mekorot hereby rejects the request. However, Mekorot will qualify such removal only in case the Supplier failed two consecutive evaluations.</p> <p>Section 9.1 of the Invitation shall be deleted in its entirety and replaced by the following:</p> <p>9.1. Mekorot may remove from the Panel, at its sole discretion, a Successful Bidder regarding which the score it received according to the supply evaluation mechanism of Mekorot is less than the threshold score as will be defined by the tenders committee of Mekorot from time to time, in two consecutive evaluations.</p> <p>Section 28.1 of the Agreement shall be</p> |

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| | | | | | | <p>deleted in its entirety and replaced by the following:</p> <p>28.1. Mekorot may remove the Supplier's name from the Panel, subject to its sole discretion, in the event that the score received under the Mekorot Supplier Evaluation Mechanism is less than the threshold scores as may be defined by Mekorot's Tender Committee from time to time, in two consecutive evaluations.</p> |
| 6. | Liquidated Damages | Framework Agreement | 3 | 2 | It is requested to reduce the Liquidated Damages to 1% for each month of delay and in total to 10%. | Mekorot hereby rejects the request. |
| 7. | Change of Law | Framework Agreement | 7 | 4.3.5 | <p>Any change of legal requirements may result in a non-negligible increase in the Supplier's costs in providing the Services (i.e. above 10% of the original costs of such Purchase Order), in which event the Consideration should be updated accordingly.</p> <p>It is requested to clarify that in such event, the Supplier is entitled to request Mekorot's Design Unit to update the Consideration as to reflect the increase in the costs.</p> | <p>Mekorot hereby rejects the request. We find the existing provisions in the Framework Agreement to resolve these incidents to be sufficient.</p> |
| 8. | Unilateral Change of the Framework Agreement | Framework Agreement | 8 | 5.7 | Please see the clarification requested with respect to Section 8.7.3 of the Invitation to Submit Bids (Question #4). | Please see answer to item 5. |

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| 9. | Backup copies of design documents | Framework Agreement | 9 | 5.15 | Please clarify that the Supplier's obligation to keep backup copies of the design documents shall be valid only for the duration required by law. | <p>Mekorot hereby accepts the request.</p> <p>Section 5.15 of the Agreement shall be deleted in its entirety and replaced by the following:</p> <p>5.15. The Supplier undertakes to ensure the creation of copies and the execution of proper backup of any document, opinion, database, and any other work product, prepared by it or by anyone acting on its behalf, in the provision of the Services under this Agreement, and in accordance with any Design Order, for the duration required by applicable law and in such a way that they can be restored quickly and reliably and to provide them to Mekorot immediately upon request.</p> |
| 10. | Change of Key Personnel | Framework Agreement | 10 | 6.7 & 6.8 | It is requested to extend the time duration in these Sections for the replacement of Key Personnel from 14 business days to 30 days. | <p>Mekorot hereby accepts the request.</p> <p>In Sections 6.7 and 6.8 of the Agreement the words "14 business days" shall be replaced with "30 days".</p> |
| 11. | Change of Key Personnel | Framework Agreement | 10 | 6.7 & 6.8 | In addition, it is requested to delete the words "if it believes that" in Section 6.7. | <p>Mekorot hereby accepts the request.</p> <p>In Section 6.7 of the Agreement the words "it believes that" will be deleted.</p> |

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| 12. | Timely approval of obligations | Framework Agreement | 13 | 11.4 | Please to clarify that Mekorot's approvals of such obligations towards authorities / third parties shall be given in a timely manner as not to delay the schedule. | <p>Mekorot hereby accepts the request.</p> <p>Section 11.4 of the Agreement shall be deleted in its entirety and replaced by the following:</p> <p>11.4. Mekorot will grant the Supplier, in a timely manner as not to delay the schedule, the necessary permissions to appear and act on behalf of Mekorot before the authorities in order to obtain the permits and approvals as set forth in Section 11.1 above (the "Authorization"), provided that the Supplier does so in complete coordination with Mekorot, and does not create, in the setting of the aforementioned Authorization, false presentation and/or any obligation which binds Mekorot to pay any monies or indemnify and/or any other obligation to the authorities and/or to any person and/or any third party, without the prior written consent of Mekorot's Representative, and after obtaining the necessary prior written approvals therefore from Mekorot.</p> |
| 13. | Schedule | Framework Agreement | 14 | 12.1 | It is requested to extend the 3 days (for giving notices upon receipt of a Design Order) to 10 days | <p>Section 12.1 of the Agreement shall be deleted in its entirety and replaced by the following:</p> <p>The Supplier will perform the Services in accordance with the Schedule set forth in each Design Order, and in the Appendices to this Agreement, except</p> |

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| | | | | | | if it gives notice, immediately upon receipt of the Design Order, or no more than within 5 days of receipt of a Design Order, of a delay in execution, and its notice was approved in writing by Mekorot. The Supplier will proceed with the execution of the Design Order at the necessary pace in order to complete the design on time. |
| 14. | Infringement of third party's rights | Framework Agreement | 16 | 13.4 | Please clarify that the indemnity obligation shall be subject to the customary conditions: | Mekorot hereby rejects the request. |
| 15. | Infringement of third party's rights | Framework Agreement | 16 | 13.4 | a. Indemnification shall be made only with respect to a judicial decision not subject to an appeal, or a settlement approved by the Supplier | Mekorot hereby rejects the request. |
| 16. | Infringement of third party's rights | Framework Agreement | 16 | 13.4 | b. Notification by Mekorot to the Supplier upon receipt of any demand or claim | Mekorot hereby rejects the request. |

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| 17. | Infringement of third party's rights | Framework Agreement | 16 | 13.4 | c. The Supplier shall be given the opportunity to defend the claim | Mekorot hereby rejects the request. |
| 18. | Cessation of a Design Order | Framework Agreement | 20 | 18.2 | It is request to extend the minimal notice period to 30 days. | Mekorot hereby rejects the request. |
| 19. | Cessation of a Design Order | Framework Agreement | 20 | 18.3 | It is request to add, after the words "and which the Supplier has already actually paid", the words "or is obligated to pay". | <p>The last sentence in Section 18.3 of the Agreement shall be deleted in its entirety and replaced by the following:</p> <p>Moreover, Mekorot will also pay the Supplier for the Supplier's expenses in connection with ordering the Services of Consultants that Mekorot has approved, and which the Supplier has already actually paid or incurred, and for which no refund can be secured, and subject to presenting appropriate proof, and conveying the Design Products from any relevant parties, including the Supplier and/or anyone on its behalf, including Consultants, to Mekorot.</p> |

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| 20. | Cessation of a Design Order | Framework Agreement | 20 | 18.4 | Please clarify that the renewal of a Design Order more than 6 months after the date it was ceased by Mekorot will be subject to an adjustment to the Consideration, as agreed between the parties. | The first paragraph in Section 18.4 of the Agreement shall be deleted in its entirety and replaced by the following: 18.4. If the Services with respect to a specific Design Order were renewed by written notice from Mekorot's Representative the partial payment paid by Mekorot will be credited on account of the Consideration due to the Supplier, in the same Design Order. If such renewal was more than 6 months after the Date of Termination the Supplier may request Mekorot to adjust the Consideration together with detailed explanations supporting such request, and Mekorot, at its sole discretion, has the right to approve or reject such request. |
| 21. | Consideration | Framework Agreement | 20 | 19.2 | It is requested to add to the expenses excluded in this Section also all the payments mentioned Section 11.3 (e.g. taxes and mandatory payments relating to permits and approval) and Section 11.4 (obligations to pay monies or indemnify and/or any other obligation to the authorities and/or third parties). | In Section 19.2 of the Agreement the words "(except for the payment of fees, as stated in Section 11.1 above)" shall be replaced with "(except for payments which are for Mekorot as stated in Sections 11.3 and 11.4 above)". |
| 22. | Consideration | Framework Agreement | 20 | 19.2 | In addition, it is requested to correct the reference to Section 11.1 (should refer to 11.3 and 11.4). | Please see answer to item שגיאה! מקור ההפניה לא נמצא. |
| 23. | Changes | Framework Agreement | 21 | 21.2 | It is requested to add, before the words "any demand to design", the words "including but without limitation". | Mekorot hereby rejects the request. |

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| 24. | Changes | Framework Agreement | 22 | 21.4 | It is requested to clarify that in the event of change of law or other legal requirements resulting in a non-negligible increase in the Supplier's costs in providing the Services, the Supplier shall be entitled to request Mekorot's Design Unit to update the Consideration as to reflect the increase in the costs (please see the clarification requested with respect to Section 4.3.5). | Please see answer to item 7. |
| 25. | Changes | Framework Agreement | 22 | 21.5 | It is requested to delete the words "or other changes" i.e. the Section will apply to change of equipment. | Mekorot hereby rejects the request. |
| 26. | Liability | Framework Agreement | 23 | 22.1 | It is requested to delete the words "and vis-a-vis any third party which is related to the design or to the Works subject matter of the design". | Mekorot hereby rejects the request. |
| 27. | Liability | Framework Agreement | 23 | 22.2 | It is requested to delete the words "and/or indirect". | Mekorot hereby rejects the request. |
| 28. | Liability | Framework Agreement | 23 | 22.2 | In addition, it is requested to delete the word "gross" in the sixth line. | Mekorot hereby rejects the request. |
| 29. | Liability | Framework Agreement | 23 | 22.2 | In addition, it is requested to add, at the end of the Section, the words "or by anyone on its behalf". | Mekorot hereby rejects the request. |
| 30. | Liability | Framework Agreement | 23 | 22.3 | It is requested to add, after the words "any act of omission", the words "of the Supplier or anyone on its behalf". | Mekorot hereby rejects the request. |
| 31. | Liability | Framework Agreement | 23 | 22.3 | In addition, it is requested to add, after the words "the performance of this Agreement", the words "by the Supplier". | Mekorot hereby rejects the request. |
| 32. | Liability | Framework Agreement | 24 | 22.5 | It is requested to add, after the words "a judgment of a competent court", the words "which is not subject to an appeal". | Mekorot hereby rejects the request. |

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| 33. | Liability | Framework Agreement | 24 | 22 | It is requested to exclude the Supplier's liability under the Framework Agreement for indirect or consequential damages. | Mekorot hereby rejects the request. |
| 34. | Liability | Framework Agreement | 24 | 22 | In addition, it is request to limit the Supplier's liability under any Design Order to the amount of the Consideration of such Design Order. | Mekorot hereby rejects the request. |
| 35. | Liquidated Damages | Framework Agreement | 24 | 23.1 | It is requested to clarify that the Liquidated Damages shall not apply in in that event that the Supplier's failure to meet the schedule is due to Force Majeure or circumstances beyond its reasonable control, such as delays caused by third parties including authorities (for example, delays in issuance of permits). | Mekorot hereby rejects the request. Please note Section 23.4 of the Agreement. |
| 36. | Independent Contractor | Framework Agreement | 26 | 24.8 | It is requested to add, after the words "demand or legal action", the words "in connection with employer-employee relations". | Mekorot hereby rejects the request. |
| 37. | Independent Contractor | Framework Agreement | 26 | 24.8 | In addition, it is requested to delete the sentence "and even transfer...have been transferred". | Mekorot hereby rejects the request. |
| 38. | Independent Contractor | Framework Agreement | 26 | 24.9 | It is requested to add, after the words "if it is held by a court", the words "in a final decision which is not subject to an appeal". | Mekorot hereby rejects the request. |

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| 39. | Independent Contractor | Framework Agreement | 26 | 24.9 | In addition, it is requested to clarify that Mekorot will not settle any such claim without the Supplier's consent. | Mekorot hereby rejects the request. |
| 40. | Insurance | Framework Agreement | 26 | 25.1 | It is requested that after the words "benefit of Mekorot", the following words shall be added: "according to the indemnity extensions". | Mekorot hereby rejects the request. |
| 41. | Insurance | Framework Agreement | 26 | 25.2 | It is requested to delete the words "30 days". | Mekorot hereby rejects the request. |
| 42. | Termination for convenience | Framework Agreement | 27 | 26.3 | It is requested to extend the notice period to 60 days. | Mekorot hereby accepts the request. |
| 43. | Removal from the Panel | Framework Agreement | 28 | 28.2 & 28.3 | It is requested to delete these Sections. Removal from the Panel may be relevant if the Supplier no longer meets the evaluation criteria (as mentioned in Section 28.1). | Mekorot hereby rejects the request. |
| 44. | Removal from the Panel | Framework Agreement | 28 | 28.2 & 28.3 | The situation under Sections 28.2 and 28.3 is already covered under Section 26.3 (termination for convenience). | Mekorot hereby rejects the request. |
| 45. | Removal from the Panel | Framework Agreement | 28 | 28.3 | It is requested to change the notice period to 60 days. | Mekorot hereby accepts the request. Section 28.3 of the Agreement shall be deleted in its entirety and replaced by the following: 28.3. If Mekorot decided to remove the Supplier or any Designer on its behalf, it will give the Supplier a written notice |

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| | | | | | | at least 30 days prior to the removal date. |
| 46. | Remedies | Framework Agreement | 28 | 29.1 | It is requested to replace the word "Mekorot" with the words "either Party". | Mekorot hereby rejects the request. |
| 47. | Breach | Framework Agreement | 28 | 29.2.3 | It is requested to replace the words "for any reason whatsoever" with the words "in accordance with Section 28.1". | Mekorot hereby rejects the request. |
| 48. | Breach | Framework Agreement | 28 | 29.2.4 | It is requested to add a prior notice and a cure period, before the Agreement can be terminated under this Section. | <p>Mekorot hereby accepts the request.</p> <p>Section 29.2.4 of the Agreement shall be deleted in its entirety and replaced by the following:</p> <p>29.2.4. In the event that, in its sole discretion, Mekorot believes that the Services are not being performed in accordance with the provisions of this Agreement and its Appendices, or in accordance with the provisions of a Design Order, efficiently in the circumstances, or in a manner that does not guarantee meeting the requisite professional standards, and such nonperformance or deficiency is not cured within seven (7) days from the date of Mekorot's notice of such determination by Mekorot.</p> |
| 49. | Breach | Framework Agreement | 28 | 29.2.4 | In addition, it is requested to replace the word "sole" with the word "reasonable". | Mekorot hereby rejects the request. |
| 50. | Breach | Framework Agreement | 28 | 29.2.5 | It is requested to delete the sentence "a petition has been filed to impose a temporary or permanent lien". | Mekorot hereby rejects the request. |

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| 51. | Breach | Framework Agreement | 28 | 29.2.5 | In addition, it is requested to add, before the word "property", the word "material". | Mekorot hereby rejects the request. |
| 52. | Breach | Framework Agreement | 28 | 29.2.5 | In addition, it is requested to extend the period to 30 days. | Mekorot hereby rejects the request. |
| 53. | Notice of Breach | Framework Agreement | 29 | 29.2.8 | It is requested to extend the cure period to 30 days. | Mekorot hereby rejects the request. |
| 54. | Notice of Breach | Framework Agreement | 29 | 29.2.8 | In addition, it is requested that the cure period will apply also to a material breach. | Mekorot hereby rejects the request. |
| 55. | Miscellaneous | Framework Agreement | 29 | 30.1 | It is requested to add, after the words "Design Unit's guidelines", the words "to the extent such instructions or guidelines do not constitute a change of or addition to this Agreement". | Mekorot hereby rejects the request. Cure for these incidences is given by means of changes as specified in item 4 above. |
| 56. | Title of the Document | Appendix B | 1 | | It is requested to change the title of this document to "Appendix A". | Mekorot hereby accepts the request. |
| 57. | Calculation of the Design Fees | Appendix B | 4 | 2.5 | Please clarify that the percentages mentioned in Section 2.4 shall apply also to this Section, namely that in case the actual costs of execution are higher or lower by more than 10% of the value of the structure according to which the Design Order was issued, the Consideration shall be 110% or 90% of the project value (as applicable) as presented in the Design Order. | Mekorot hereby rejects the request. |

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| 58. | Calculation for consideration for a diesel generator facility | Appendix B | | 2.7.8 | Please clarify that in case the specification is prepared by the designer, 100% of value of the diesel is taken into consideration. And what about cases where Mekorot does the procurement or Mekorot prepares the specifications? | Mekorot hereby rejects the request. |
| 59. | Scope of work of full-time supervision of a geotechnical consultant in earth reservoirs design works? | Appendix B | | 2.7.10 | Please detail the Scope of work of full-time supervision of a geotechnical consultant in earth reservoirs design works. | full-time supervision of a geotechnical consultant in earth reservoirs design work includes up to twenty (20) site visits by the consultant followed by the submission of site visit report. |
| 60. | Calculation of the Design Fees | Appendix B | 6 | 2.13 | It is requested to confirm that the margins of 110% and 90% of the Design Fees as per the Design Order shall apply also in case of update of the Mandatory Budget (as per the requested clarification above with respect to Section 2.5). | Mekorot hereby rejects the request. The current wording requires no further elaboration. |
| 61. | Payment Milestones | Appendix B | 7 | 3.1 | In Table 2 the milestones of payment accumulate to 110% (and not 100%). Please clarify what the correct milestones percentage are. | milestone "submission for review" will be changed from 20% to 10% |

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| 62. | Payment Milestones | Appendix B | 7 | 3.1, 3.5 | In the last row of Table 2 and 3, after the words "construction drawings", it is requested to add "whichever is earlier". | Mekorot hereby accepts the request. |
| 63. | Payment Milestones | Appendix B | 7 | 3.2 | It is requested to adjust also the other milestones in Table 2 as a result of the deletion of the first milestone. | Mekorot hereby accepts the request. will be corrected to "...for review 35% of the detailed design..." |
| 64. | Section numbering | Appendix B | 9 | 3.6.1 | This Section should be re-numbered 3.7 and the sub-section following it should be re-numbered accordingly, as it applies to all the design categories and not only to the detailed design of drilling (as per the first paragraph of Section 3.6). | Mekorot hereby accepts the request. |
| 65. | Hourly Rate | Appendix B | 13 | 6.2 | Please clarify what the hourly rate is for MSc degree in Geology/ Hydrogeology, as this degree complies with the threshold of well including test pumping designer. | Hourly rate for holder of MSc degree in Geology or Hydrology will be the rate specified for Senior Designer. |
| 66. | Designer Threshold Conditions - general | Annex 2 to Invitation | 3,4,5,6,8, 9,10,11 | 1, 2, 3, 4, 5, 6, 7, 8 | Please clarify which documents and/or certificates are required to be attached to the Bid in order to prove the actual experience shown by the projects listed for the score calculations? (for example: purchase order, plans list, printed drawings etc.) | Please refer to attachment B to Tender Form No. 7 |
| 67. | Score calculations for bidder's designer | Annex 2 to Invitation | 3,4,5,6,8, 9,10,11 | 1, 2, 3, 4, 5, 6, 7, 8 | How the score is calculated, when there is a range between a score for each eligible task and a maximum score? For example, on page 4, Section 2.2.2, if one Bidder presents 10 eligible tasks and another Bidder presents 2 eligible tasks, will both Bidders receive the same score, or will the maximum score be given only to the Bidder that presents the highest number of eligible tasks? | The scoring methods are clearly detailed in the relevant sections. In section 2.2.2 the Designer receives 1 point for each Eligible Task up to a maximum of 2 points. |

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| 68. | <p>Designer Threshold Conditions</p> <p>-</p> <p>experience in planning of concrete and steel reservoirs for drinking and reclaimed water including renewable energy systems</p> | Annex 2 to Invitation | 3 | 2.1, 2.2 | <p>Please clarify that in order to prove compliance with threshold conditions for the eligible tasks, the designer needs to show the experience in planning of not only the concrete or steel reservoir itself (infrastructure), but also the integrated water system, because the reservoir is a special water facility, and it is necessary to address the entrance and outlet systems and addressing the issues of risks management of a special water facility.</p> | <p>It is hereby clarified that an Eligible Task must include the design of inlet and outlet pipework up to the inlet and outlet valve\ s and the overflow pipework up to the reservoir exterior contour.</p> |
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| 69. | Designer Threshold Conditions - Impressed current cathodic protection | Annex 2 to Invitation | 4 | 3 | In case a designer complies with the professional experience required in this category with previous experience to design to Mekorot, does a B.Sc. degree in Chemical Engineering suits the threshold conditions required in section 3.1.1 for the designer in Impressed current cathodic protection systems? | Mekorot hereby accepts the request. B.Sc. In Chemical Engineering will be added as a Threshold Condition. |
| 70. | Designer Threshold Conditions - experience in planning of earth and rock dam reservoirs. | Annex 2 to Invitation | 5 | 4 | Is an experience of Dam planning required in addition to the experience presented in planning of reservoirs? | The existing wording requires no further elaboration. |

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| 71. | Submission of "Request for Information" | Engineering Design Unit Directive no. 46 Contents of the Detailed Design | 3 | 2.8 | When it comes to planning of pumping stations, only after Basis Design Report is approved, the size of the station is determined, and only then can a "Request for Information" be submitted. This is in contradiction to section 2.8. Please clarify. | Approval of the BODR by Mekorot is not a mandatory condition for the submittal of the "Request for Information". As stated in section 2.8: "The permit application date will be set as decided by the Client and at its discretion, and in any event will not be later than the BODR approval date." |
| 72. | Procurement specifications LLI | Engineering Design Unit Directive no. 46 Contents of the Detailed Design | 7 | 3.4 | In Table no. 1- required deliverables according to the design stage, please clarify what Procurement specifications LLI is. | The exact list of LLI's cannot be defined as these can change from task to task and time to time. The list of LLI's per task will be coordinated with Mekorot. |
| 73. | BIM design | Engineering Design Unit Directive no. 46 Contents of the Detailed Design | 10 | 3.9 | Please clarify if Mekorot provides the designers with standard components index. If not, how will the designer's index, in which much work is invested, be protected from usage by other designers? | The provision of standard components indexes to the Designers is Mekorot's prerogative and may be exercised occasionally at Mekorot's sole jurisdiction. As to Mekorot's rights over Design Products please refer to section 13 of the Framework Agreement. |
| 74. | BIM design | Engineering Design Unit Directive no. 46 Contents of the Detailed Design | | 4.5. and 4.6 | In what format Mekorot asks to receive 3D drawings? DWG, STEP, RVT, PDF Viewer? | Mekorot is in the process of developing the required technical specifications with regards to the usage of 3D design software. The technical specifications will be available to the Designers as soon as possible. |

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| 75. | Insurance | Annex G - Insurance | 1 | 1 | In the second paragraph, it is requested to delete the words "as long as his warranty is in force according to any law and no less than 7 years" and replace them with the words "3 years". In the third paragraph, it is requested to delete the words "that include the contractual liabilities". | Mekorot hereby rejects the request. |
| 76. | Insurance | Annex G - Insurance | 2 | 2 c | It is requested to delete the words:" Ultra Vires in good faith". | Mekorot hereby rejects the request. |
| 77. | Insurance | Annex G - Insurance | 3 | 5 | It is requested to delete the words: "no later than 7 days". In addition, in the sixth line, it is requested to replace the word "year" with the word "period". | Mekorot hereby rejects the request. |
| 78. | Insurance | Annex G - Insurance | 4 | 10 | It is requested to delete the words: "and/or underinsurance and/or violation of policies provisions". | Mekorot hereby rejects the request. |
| 79. | Insurance | Annex G - Insurance | 4 | 12 | It is requested to add the following words in the end of the section: | Mekorot hereby rejects the request. |
| 80. | Insurance | Annex G1 | 2 | | "Notwithstanding the foregoing, delay in submitting the insurance certificate not exceeding 10 days, will not constitute a fundamental breach of the agreement". In the Policy cancellation/change table, it is requested to change the number of days to 30. | Mekorot hereby rejects the request. |
| 81. | Rejection of Bids | Tender Form No. 1 | 2 | 4 | It is requested to replace the words "it deems appropriate" with the words "the Bid does not comply with the requirements of the Tender". | Mekorot hereby rejects the request. |

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| 82. | CPA Confirmation | Tender Forms and Attachments | | | It is requested to add, after the word "CPA" in all the Tender Forms and Attachments thereof, the words "and/or CFO". | Mekorot hereby rejects the request. |
| 83. | Earth and rock dam reservoirs - demonstration of compliance with the category's conditions for quality score BIM design | Attachment B to Tender Form no.7 Engineering Design Unit Directive no. 46 Contents of the Detailed Design | 10 | 43.9 | The table contain a column for detailing the Crest Height (meters), and the bidder is required to fill-in the minimal crest height in meters above original ground level. Please clarify if indeed the minimal height is required, or if actually the maximum height is required, because in most reservoirs which are planned correctly, there will be a part of the crest, which is on ground level, in cases that the crest's length isn't 100% of the reservoir's perimeter. Please clarify if Mekorot provides the designers with standard components index. If not, how will the designer's index, in which much work is invested, be protected from usage by other designers? | Please refer to section 4.1.3 in Annex 2 to the invitation - Threshold Conditions. |
| 84. | Cathodic protection | ANNEX 2 | 4 | 1 | B.Sc degree in chemical Engineering is to be added to the list of degree, it is the most relevant degree to the manner of cathodic protection works. | Please refer to answer to item 69 above. |
| 85. | Cathodic protection | Invitation to submit bids | 7 | 1.5.2 | Cathodic protection is a unique discipline, with up to five designers in Israel working according to MEKOROT standards. this item to be changed in order to allow cathodic protection designers to register with more than one bidder. | Mekorot hereby rejects the request. |

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| 86. | Bidders Threshold conditions | Tender No. 23-2021 | | | We will thank you for approving your recognition as a bidder in an Engineering Design Office in the Water sector, which is active for over a decade through 2 companies (due to historical reasons) in identical 100% shares holding, having a single CEO, occupying the same office and are managed as one office for all intents and purposes. If required, these companies will be joined into a JV, since one person holds 100% of these companies and both companies act in the water design field. Under this framework, the bid shall be submitted through one of the companies, where both shall be recognized for the purpose of threshold conditions and quality. | Mekorot hereby rejects the request. |
| 87. | Bidders Threshold conditions | Tender No. 23-2021 - Invitation to submit quotes | Page 15 of 30 | 6.1.5 | We will thank you for your approval to allocate the required mean annual income in the last three years at NIS 20 million in respect of net design, and not as required in the version of this section, under which you can present income derived from an activity which is not at all a design activity. | Mekorot hereby rejects the request. The Bidders are hereby referred to the Amended Tender Documents. |
| 88. | Bidders Threshold conditions | Tender No. 23-2021 - Invitation to submit quotes | Page 15 of 30 | 6.1.3 | Please emphasis your address in this tender to engineering design offices as stated in section 6.1.3 and not to engineering companies that deal in varied and different fields, such as management and control. | Please see the definition of the term "Engineering design office". |

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| 89. | Threshold conditions and Quality Scores for each category | Annex 2 to Invitation No. 23-2-21 for submitting price quotes for a tender to appoint a list of service providers for supplying details design services | Page 2 of 11 | 1.1.2 | For the purpose of the bidder's quality criteria on the subject of the number of engineers employed directly. We will thank you for your approval to present 10% who completed their studies during 2020 and the remaining (90%) according to your requirement. | Mekorot hereby rejects the request. |
| 90. | Threshold conditions and Quality Scores for each category | Annex 2 to Invitation No. 23-2-21 for submitting price quotes for a tender to appoint a list of service providers for supplying details design services | Page 3 of 11 | 1.1.2 | For the purpose of the bidder's quality criteria on the subject of the registration date in the Engineers Register. We will thank you for your approval to register 50% up to the quote submission date and the other 50% according to your requirement. | Mekorot hereby rejects the request. |

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| 91. | Threshold conditions | Tender No. 23-2021 - Invitation to submit quotes | Page 15 of 30 | 6.1.3 | Please address your response to this tender specifically to engineering design offices, as stated in Section 6.1.3 and not to engineering companies that act in varied and different fields, such as management and supervision. | We find the requirements for the Bidder to be sufficient. |
| 92. | Threshold conditions | Tender No. 23-2021 - Invitation to submit quotes | Page 15 of 30 | 6.1.4a | We will thank you for approving your recognized fulfillment of the threshold conditions also for engineers holding an Msc in engineering fields who are registered in the Engineers Register according to your request. (This request is due to different definitions of titles granted to engineers who studied abroad and emigrated to Israel, such as 5 years of studies which grant an Msc in engineering without a Bsc). | Mekorot hereby confirms that being a holder of a B.Sc. Degree is a minimal requirement. Holders of higher engineering degree (such as M.Sc.) comply with the minimal requirement. |
| 93. | Request for Bids | Tender No. 23-2021 - Invitation to submit quotes | Page 3 of 30 | 1.3 | Our company entered an understanding agreement with a large foreign company in the water infrastructures design field. The parties decided that due to the need for a statutory component and general needs, we (the local company) will act at the bidder. Does this fact matter to you? How (if at all) can we gain points for the bidder (as indicated in Annex 2 - "Maximum points granted to a bidder") in respect of this agreement? | We find the threshold requirements and the evaluation criteria to be sufficiently clear and detailed. |

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| 94. | Threshold conditions and Quality Scores for each category | Annex 2 to Invitation No. 23-2-21 for submitting price quotes for a tender to appoint a list of service providers for supplying details design services | Page 7 of 11 | 6.1.3.3 | We will thank you for your approval for presenting experience in the field of pipelines, in respect of a design performed during the last 10 years (as stated in Well Design including test pumping in section 7.1.3.1 in this document) preceding the bid's submission and not during just the last 5 years. | Mekorot hereby accepts the request. |
| 95. | Threshold conditions and Quality Scores for each category | Annex 2 to Invitation No. 23-2-21 for submitting price quotes for a tender to appoint a list of service providers for supplying details design services | Page 10 of 11 | 8.1.3.2 | We will thank you for your approval for presenting experience in the field of pumping stations (including well equipment), in respect of a design performed during the last 10 years (as stated in Well Design including test pumping in section 7.1.3.1 in this document) preceding the bid's submission and not during just the last 5 years. | Mekorot hereby accepts the request. |

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| 96. | Quote Submission | Annex 2 to Invitation No. 23-2-21 for submitting price quotes | Page 14 of 30 | 5.4.1 | We will thank you for approving submission of a degree confirmation/ certificate in Russian, without requiring a notary approval of veteran engineers who hold a registration certificate in the engineers register. | Mekorot hereby rejects the request. |
| 97. | Threshold conditions and Quality Scores for each category | Annex 2 to Invitation No. 23-2-21 for submitting price quotes for a tender to appoint a list of service providers for supplying detailed design services | Page 3 - 11 | 2-7 inclusive | Can we present foreign designers who present experience in the maximum score who hold an equivalent degree abroad? | The requirement is for a B.Sc. Degree (or higher) regardless of the country in which the degree was attained. |

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| 98. | Pipelines - Threshold conditions for a designer | Annex 2 to Invitation No. 23-2-21 for submitting price quotes for a tender to appoint a list of service providers for supplying details design services | Page 7 of 11 | 6.1.1 | We will thank you for approving submission of an engineer who holds a Bsc degree in environmental engineering, as you required in the majority of the threshold conditions for the designer, such as, 2.1.1 - Concrete reservoirs, 3.1.1 - Cathode protection, 5.1.1. - Water treatment, 7.1.1 - Well design and test pumping, etc. I also wish to note that numerous Technion Environmental Engineering graduates specialized in facilities and specifically in pipelines design. The proposed designer has vast experience in designing pipelines in various diameters. | Mekorot hereby accepts the request. |
| 99. | Threshold Conditions for Bidders | Invitation to submit bids | 20 | 6.1.4 | Please clarify that an engineer that holds a B.Sc. degree in chemical and/or Process engineering shall be also considered as an eligible engineer that complies with the threshold conditions under section 6.1.4. | Mekorot hereby accepts the request. |
| 100. | Threshold Conditions for Bidders | Invitation to submit bids | 20 | 6.1.4 | Please clarify that the required engineers can be employed through a fully owned daughter company of the Bidder. | Mekorot hereby rejects the request. |

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| 101. | Affidavit for demonstrating compliance with the threshold conditions and the quality score for the Designer | Attachments B(1-7) | NA | Table of Eligible Tasks | Please clarify that for Eligible Tasks that were executed for Mekorot, the Bidder is not required to attach certificate of completion and/or data that is already in Mekorot's possession. | Mekorot hereby accepts the request. Please note that this will only apply with respect to Eligible Tasks that were executed for Mekorot. It is hereby clarified that Mekorot may instruct the Bidder to deliver further documents, subject to its sole discretion. |
| 102. | Detailed Design Framework Agreement | Detailed Design Framework Agreement | 9 | 5.7 | Mekorot is requested to clarify that any update/change to the agreement in accordance with this section, will not influence the supplier's consideration under its bid to the tender | Please see answer to item 4. |
| 103. | Threshold conditions for bidders | Invitation to submit bids | 21 | 6.1.5 | In order to enable our participation as bidders and since our design office meets all other threshold conditions, we are asking to update the minimum annual average revenue to 25 million NIS | Mekorot hereby rejects the request. The Bidders are hereby referred to the Amended Tender Documents. |
| 104. | Designer for impressed current cathodic protection systems | Invitation to Submit Bids | 15 | 4.5.2 | For impressed cathodic protection systems, since there aren't too many designers in this field. Please approve for a designer to participate in the bid for more than one bidder | Please see answer to item 85 above. |

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| 105. | Threshold conditions for concrete and steel reservoirs drinking for and reclaimed water including renewable energy systems | Annex 2 | 3 | 2 | Please add to section description: concrete reservoirs for wastewater | Concrete or steel reservoirs used for storage of wastewater will be considered as Eligible Tasks. |
| 106. | Earth and Rock Dam Reservoirs Designer Threshold Conditions | Threshold conditions and quality scoring per category | 5 | 4.1.3.2 | Please update that the following condition: "Crest height is at least 5 meters above..." is required just for two (2) of the earth dam reservoirs | Mekorot hereby rejects the request. |

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| 107. | Required deliverables according to the design stage | Annex 2 Threshold conditions and quality scoring per category Appendix B, contents of the Detailed Design | 6 | Table 1 ,3.4 | Please update that the following deliverables won't be required at stage "for approval" only for stages "for tender" & "for construction" Bar Bending Schedule Bill of Quantities Detailed Estimate Procurement Specifications Procurement Specifications LLI Cable Schedule Special Technical Specification Construction Technical Specifications System Operation Description SAP | Mekorot hereby rejects the request. |
| 108. | Key Personnel | Appendix H to Annex 1 | - | - | We couldn't find Appendix H file or format for it | Appendix H - Key personnel - will be prepared by the successful Bidders and will be attached to the Contract. |
| 109. | not specified | Invitation to submit bids | not specified | not specified | In the introduction of the Invitation to Submit Bids document, Mekorot is planning to issue 4 tenders. Our company is able to provide services for both registries C (Detailed Design) and D (Expert Consulting). Will it be possible for a company to be registered in both of them? | There will be no limitation with regards to these issues. Bidders will be able to apply to all registries. |
| 110. | not specified | Appendix B | not specified | 3.3 | In Engineering Division Unit Directive (EDUD) No.46, paragraph 3.3, it is written that the detailed design will include 4 stages: "for review", "for approval", "for tender", "for construction". The present / current framework agreement includes only 3 stages, because the last stage is either "for tender" or "for construction". Does | The stages detailed in the EDUD will be the obligating ones. |

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| | | | | | EDUD No.46 changes the current design process or that it stays as before (current framework agreement)? | |
| 111. | not specified | Appendix A | not specified | 2.7.4 | <p>In Appendix B to the framework agreement (Design Order Procedure, the Consideration and Payment Terms), paragraph 2.7.4 it is stated that The Consideration includes all work in obtaining building permits. A few questions regarding that statement:</p> <ul style="list-style-type: none"> • What does “all work” include? In Engineering Division Unit Directive (EDUD) No.46, paragraph 6 it is stated that requirements are provided in Engineering Division Unit Directive (EDUD) No.26. This directive was not attached to the tender documents. Please provide it so we can estimate the needed effort. | <p>The Designer will be required to perform all required tasks to attain a building permit. EDUD 26 will be provided at a later stage</p> |

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| 112. | not specified | Appendix A | not specified | 3.6.7 | <p>In paragraph 3.6.7 it is written that if Mekorot decides that the work will not include obtaining a permit, the design fee will not be changed. In paragraph 3.3 it is written that for such a case the fee for obtaining the permit will be deducted from the design fee. These statements contradict each other. More than that, what is the fee for obtaining a permit? We haven't found any reference for such a fee. Please clarify this issue.</p> <ul style="list-style-type: none"> • Following the above, please clarify whether the design fee includes the work for obtaining the permit. For example, if the value of the structure of a pipeline is 100,000\$, then the design fee according to table 1 will be 7,140\$ and these will include all scope, e.g., design, permit, supervision, etc. is that correct? Or that the permit fee is paid separately? | Please refer to Table 2 in section 3 of Appendix A, which defines the milestone payment for the Building Permit. |
| 113. | not specified | not specified | not specified | not specified | <p>The bid did not include any references regarding the language of the work. What will be the language of the projects? English? All interaction with Mekorot and deliverables will be in English? In what language will interaction with other authorities (such as NPA or Committee for Planning and Construction) be held? Should some tasks must be done in Hebrew, will they be given extra compensation?</p> | The language of the interaction will be in English or Hebrew. No additional consideration will be given when using these two languages. |

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| 114. | not specified | not specified | not specified | not specified | <p>Q01.- ADDITIONAL COSTS According to the Tender Documentation and Invitation to International Consultants, MEKOROT is focused on the establishment of a panel with the inclusion of about 7-8 Designing companies. In case of foreign companies like XXXXX, we are familiar with deliveries in English language but not in Hebrew. At the same time, and in our understanding technical local standards and guidelines to be considered will be in Hebrew only. Could you please clarify if MEKOROT will provide technical requirements and Standards translated to English and if the design deliveries (Reports, Drawings, BoQ and Technical Specification) must be delivered to MEKOROT in Hebrew or if English versions should be admitted?</p> | <p>Mekorot internal specifications and procedures will be made available in English and Hebrew. Third party specifications and standards will be attained by the Designer in the language in which they are available.</p> |
| 115. | not specified | not specified | not specified | not specified | <p>Q02.- TECHNICAL SPECIFICATIONS At the document Detailed Design - Annex 2 of the Invitation - Threshold Conditions and Quality Score by Category, at the scoring of proposed references (Epigraph 4.2.1) it's mentioned designs conducted with compliance with USBR DS13 standard. This is a North American guide not compulsory in all countries. Are technical designs conducted under other international standards as ICOLD Guidelines and the Spanish official Standards drafted by the Government of Spain admitted for scoring at that 4.2.1 criteria?</p> | <p>ICOLD guideline shall be added to this section as a valid guideline for Eligible Tasks.</p> |

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| 116. | not specified | not specified | not specified | not specified | Q03.- EARTH AND ROCK DAMS RESERVOIRS Could you please clarify if under this Category, technical designs of water rafts/ponds are also admitted under this Category? | We find the current wording sufficiently clear. |
| 117. | not specified | not specified | not specified | not specified | Q04.- INVITATION TO SUBMIT BIDS In projects of up to 1.0 million\$, the percentage of design fees are low, the scope of the design is large in relation to the proposed fee. Please confirm the possibility of increase this percentage | Mekorot hereby rejects the request. |
| 118. | not specified | not specified | not specified | not specified | Q05.- PLANNING APPROVALS Would you kindly confirm that the international consultants can submit all the information in English without requiring translation? Even the ones that will be shared with third parties apart from Mekorot. | Design deliverables submitted to Mekorot can be in English. However, the Designer will be required to submit Hebrew deliverables to third parties as a part of the Designers mandatory tasks such as attaining a Building Permit. |
| 119. | not specified | not specified | not specified | not specified | Q06.- DOCUMENTATION LANGUAGE Could you confirm that all the necessary information to be made available for the consultant to provide the design, such as Instructions of chief engineer, SAP system, etc., will be provided in English by Mekorot. | Please see answer to item 114 above. |
| 120. | not specified | not specified | not specified | not specified | Q07.- EVALUATION METHODOLOGY Could you kindly provide additional information about the supplier evaluation method. | Supplier evaluation is performed on a regular frequency (currently every 6 months) and is done by means of a computerized questionnaire. |

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| 121. | not specified | not specified | not specified | not specified | <p>Q08.- BIDS REQUIREMENTS In reference to Appendix D – Directive no. 18. The requirement for 3 bids for every consultant at the time of submitting a quote is not completely understood, because it will impact the time for the designer to submit the quotation, so you are kindly requested to cancel this requirement.</p> | Mekorot hereby rejects the request. |
| 122. | Threshold conditions for Bidders | ITB | 20 | 6.1 | <p>We hereby ask the Tenders Committee to clarify that a bidder's structure submission based on JV provided that the Designer (which will be part of the JV at least 50%) meets all the required technical conditions alone (clauses 6.1.3,6.1.4,6.1.5,6.1.6,6.2 to the ITB), and this JV shall be considered as qualified Bidder. The JV intention is to enable international Designer companies to be assisted by a local company for ongoing management and coordination.</p> | Mekorot hereby rejects the request. |
| 123. | CP designers | Invitations to submit bids | 15 | 4.5.2 | <p>Please let CP designers (discipline in 1.5.1.6) register for more than 1 bidder. Due to the low volume of the works and the limited professionals.</p> | Mekorot hereby rejects the request. |
| 124. | Order | Appendix A | 1 | 1.5 | <p>Design order should be submitted to the bidder</p> | Please see section 1.5 of Appendix A to the Framework Agreement. |
| 125. | Design fee | Appendix A | 3 | Table 1 | <p>The design fees remain the same as the previous contract (issued 6 years ago). The demands in this contract are greater (BIM for example) and the bidder-designer structure in most cases wears the designer fee even more. We ask to add 10% to value of structures.</p> | Mekorot hereby rejects the request. |

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| 126. | Design Expenses | Appendix A | 4 | 2.6 | Purchasing maps was refunded by Mekorot (upon approval) on previous contract, we ask to leave it this way and exclude it from this section. | Mekorot hereby rejects the request. |
| 127. | Design Expenses | Appendix A | 4 | 2.11 | A reference to cathodic protection discipline is completely missing. As it is a mandatory request for each design, we ask to add to the list. Otherwise, we suggest to add a fixed price of 6,000 NIS for CP designs as a minimum. | The following sections will be added to section 2.11: 2.11.15. Corrosion and Cathodic Protection consultant work including performance of soil resistivity for all structure types excluding the incidences detailed in section 3.5. |
| 128. | Design Expenses | Appendix A | 4 | 2.11 | Please include soil resistivity measurements for determining the corrosivity hazard, by soil box or Wenner method. | Please see answer to item 127. |
| 129. | Sacrificial anodes fee | Appendix A | 8 | 3.5.2 | We believe the price should be per 1 METER and not 1 KM, please check. | Mekorot hereby accepts the request. The price is USD 3.3 excluding VAT per METER . |
| 130. | Stray currents and high voltage | Appendix B | 9 | 3.7.14 | In what language should the designs be submitted? | Please see answer to item 113. |
| 131. | ICCP discipline insurance | Annex G | 7 | 3.1.3 | Please add a lower level up to 10,000,000 NIS with a minimal required liability limit of 2,000,000 NIS. For cathodic protection design and other small volume designs, as in the previous contract. | Mekorot hereby rejects the request. |
| 132. | not specified | Invitation to submit bids | not specified | not specified | Do subcontractor qualifications count towards meeting the threshold conditions detailed in Section 6 of the "Invitation to Submit Bids" document of Tender No./23-2021? | Please refer to section 6.2 - Threshold conditions for a Designer. |

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| 133. | not specified | not specified | not specified | not specified | Would a joint venture between two companies, where only one of the companies is registered in Israel, be acceptable? | Please see section 6.1 - Threshold conditions for Bidders. |
| 134. | not specified | not specified | not specified | not specified | 1. In case you publish later on tenders, are they available in Hebrew? 2. If not, can we expect support for the translation? 3. Do you pay a compensation for the translation costs? | Please see answer to item 137 above. |
| 135. | not specified | Annex 2 to Invitation | not specified | not specified | 4. Annex 2 To Invitation No. 23-2021 to Submit Bids to the Tender for the Appointment of a Panel of Service Providers for Detailed Design Services - Threshold conditions and quality scoring per category- section The qualification years for each designer category is listed below 1. Concrete and steel reservoirs – 8 years 2. Cathodic Protection Systems – 5 years 3. Earth and rock dam Reservoirs - 10 years 4. WTP -10 years 5. Pipelines – 5 years 6. Design of wells – 10 years 7. Pumping stations – 5 years It is requested Mekorot consider 10 years uniformly across all designer categories? | Mekorot hereby accepts the request. Mekorot will set a uniform requirement for all design categories. All Design tasks that were completed (approved for construction) after 1 January 2010 and prior to Bid Submission Date will be considered as Eligible Tasks. |

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| 136. | not specified | Annex 2 to Invitation | not specified | 5.1.3 | <p>5. Annex 2 To Invitation No. 23-2021 to Submit Bids to the Tender for the Appointment of a Panel of Service Providers for Detailed Design Services - Threshold conditions and quality scoring per category- section. Under 5.1.3- Desalination or other membranal treatment by RO Design tasks that meet the requirements defined in this section shall be defined as "Eligible Tasks" in the Water treatment facilities (including treatment of reclaimed and waste water) Category. The water treatment facilities category - "Desalination and other membrane treatment by RO" is listed as a separate category of treatment. Would other types of membrane processes for water treatment, such as ultrafiltration, microfiltration, or nanofiltration be counted as eligible design treatment types similar to RO membranes or would these be considered as filtration treatment?</p> | <p>Ultrafiltration microfiltration are to be considered as filtration treatment. Nanofiltration will be considered as membranal treatment similar to RO.</p> |
| 137. | not specified | Annex 2 to Invitation | not specified | 4.1.3.2 | <p>6. Reference to attachment Annex 2 To Invitation No. 23-2021 to Submit Bids to the Tender for the Appointment of a Panel of Service Providers for Detailed Design Services -Threshold conditions and quality scoring per category- section 4.1.3.2 states- Crest height is at least 5 meters above original ground level and the length of the artificial embankment is at least 30% of the total reservoir circumference In most dam projects, the dam extends across a river or stream valley, and the length of the dam is much less than the</p> | <p>Mekorot hereby accepts the request. The following will be added to section 4.1.3.2: in case of a dam across a river or valley Crest height is at least 15 meter above original ground level and there is no minimal length requirement.</p> |

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| | | | | | reservoir perimeter. Please give further explanations. | |
| 138. | not specified | not specified | not specified | not specified | 7. Are there any bonds required with the tender? | No. |