

June 4, 2023  
 Ref.: 299299

To: All Tender Participants

Dear Sir / Madam,

**Re: Public Tender No. PD23000360 (the "Tender") – Clarifications**

The Company has received certain requests for clarification regarding the Tender, in accordance with Section 5.1 thereof, provided below (the "Questions"). Next to each Question is the Company's answer, which shall be considered by the Company as authoritative.

		<u>Question</u>	<u>Answer</u>
1	Specification	Please note that our maximum diameter is 490 mm instead of 483 mm requested.	Accepted
2	Specification	Please accept the following materials, which all have equivalent or better mechanical properties than those indicated: <ul style="list-style-type: none"> <li>• Bodies, including flanges:           ASTM A694 F52</li> <li>• Petals:   ASTM A747 H900 (17-4 PH)</li> <li>• Valve petal sealing:                     Viton</li> <li>• Internal sleeve:                         ASTM A358 gr. 316</li> <li>• Weak bolts:                                 Titanium grade 23</li> <li>• O ring seals:                             Viton</li> </ul>	Accepted
3.	Annex E "Agreement for the Supply of Goods"	Clause 3.6.1: Please amend this clause to read "The Supplier will be liable for any <b>direct</b> damage caused to the Company as a result thereof."	Denied
4.	Annex E "Agreement for the Supply of Goods"	Clause 3.6.3: Please remove this clause as considered not fair. Supplier will never be able to know precisely what operations the Company has carried out on the equipment.	Denied
5.	Annex E "Agreement for the Supply of Goods"	Clause 7.2.3: please remove "indirect" from "... and without derogating from the Company's right to claim the direct <del>and indirect</del> damage caused to the Company as a result of any delay."	Denied
6.	Annex E "Agreement for the Supply of Goods"	Clause 12.1: Please advise if it is possible to negotiate a down-payment % upon PO placement.	Accepted – Upon receiving a bank guarantee



7.	Annex E "Agreement for the Supply of Goods"	Clause 12.5.1: Please clarify why VAT shall apply if the quote is issued in EUR.	This clause is relevant for Israeli bidders only.
8.	Annex E "Agreement for the Supply of Goods"	Exhibit C: please note that we need our bank to review the proposed bank guarantee text and we shall revert back on this in case we are the preferred bidder.	Accepted
9.	Invitation	Clause 13.3: Please note that this clause is not acceptable, please remove.	Denied
10.	Invitation	Clause 14.1 (c): Please note that we will endeavour to issue the bank guarantee within 14 days of being notified of the award, however please note that our and your banks will be involved and this is out of our control. Therefore, we kindly request that this aspect will not be subjected to LDs.	Accepted – the bank guarantee should be issued within 30 days of the award notice
11.	Invitation	Clause 14.3 (b): Please remove this clause as it is not acceptable, because this is link to clause 13.3.b which is not acceptable either.	Denied
12.	Invitation	2.3 "The supply of all goods will be performed no later than 16 weeks after receipt of an order from the Company" – is this delivery time achievable? Can we seek longer e.g. 18-20 weeks?	Accepted
13.	Annex E "Agreement for the Supply of Goods"	If the award is successful the warranty period is 18 months from the date of supply or 12 months from the date of commencement of.	Accepted
14.	Annex E "Agreement for the Supply of Goods"	If awarded the LD's are 0.25% for the first 2 weeks of delay per day, after 2 weeks this is increased to 0.5% per day, this increases to 1% per day after 4 weeks to a cap of 20%. Can this be reduced to Max. 10%, which would mean the steps have to be modified as well?	Accepted – according to section 7.2.3 at the Agreement, and up to a ceiling of 10%

Thank you for your continued interest in the Tender; we look forward to receiving your bids.

Sincerely,

*Talmor*

Talmor Sela

Procurement and Engagements Department

