



Purchasing process No.: **103991290**

Subject: **Frame agreement for supply of 36 kV Outdoor INSULATORS for Substations**

Tender Manager: **Bernard Amdur**

INVITATION TO SUBMIT PROPOSALS

Version 12.01.2026 (upd. 26.1.2026)

The Israel Electric Corporation Ltd. (hereinafter: "IEC") is interested in purchasing the goods/equipment and/or services, described below (hereinafter: the "Goods" and/or "Services"). The purchase will be conducted and concluded in accordance with and subject to the terms, conditions and requirements, set forth in the tender/inquiry/request for proposals (hereinafter: the "Tender", "RFP" or the "Purchasing Process") documents. You are hereby invited to submit a proposal for the supply of the Goods and/or Services.

Any inconsistency between the provisions detailed in this RFP and any publication in any newspapers or internet site, the provisions of this RFP shall prevail.

The information contained in this RFP (including any documents constituting any part thereof) is of a proprietary nature and Offerors in any RFP or Purchasing Process shall not copy or use the contents of this RFP for any purpose whatsoever unless used for purposes of submitting a Proposal and unless they have received the prior written consent of IEC.

1. DESCRIPTION OF GOODS AND/OR SERVICES

IEC intends to purchase the following Goods and/or Services: **36 kV Outdoor INSULATORS**, for **Substations**, as listed in Annexure "C", and as more fully described in the specifications (Annexure "B") attached herewith.

2. CONDUCT OF THE PURCHASE

The Purchasing Process will be conducted in the form of (as marked with an X, below):

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a public tender |
| <input type="checkbox"/> | a limited tender (paragraph 17B below) |
| <input type="checkbox"/> | a closed/selective tender |
| <input checked="" type="checkbox"/> | Preliminary Selection/Sorting Stage (Regulation 17C of the Mandatory Tenders Regulations) |
| <input type="checkbox"/> | Two Stage Examination (Regulation 17D of the Mandatory Tenders Regulations) |
| <input type="checkbox"/> | An Additional Competitive Procedure (Regulation 17E of the Mandatory Tenders Regulations) |
| <input type="checkbox"/> | an evolving on-line computerized tender (paragraph 3E below) |
| <input checked="" type="checkbox"/> | Subject to the mandatory Tenders Regulations 5753-1993, - new Amended edition as of February 2009 (hereinafter: the Regulations). |
| <input type="checkbox"/> | an inquiry (pursuant to an exemption from tendering under the Mandatory Tenders Regulations) 5753-1993. |

In the event of any inquiry ("**Inquiry**") exempt from tendering, the process of purchasing shall NOT be subject to the Mandatory Tenders Law and Regulations and IEC shall be free to contract in accordance with the general law of contract.

This Inquiry/Tender shall be subject to the provisions of the Government Procurement Agreement

3. ORDER OF THE PURCHASE

- A. When the Purchasing Process is conducted as a tender with a Preliminary Selection/Sorting Stage, the process shall be conducted in the following manner:
- (i) In stage 1 (the "Preliminary Selection/Sorting stage"), Offerors are required to submit their technical and commercial proposals, excluding prices, along with all the documents, records, annexures, questionnaires and other things, required in the specification, or elsewhere in the Purchasing Process documents. The term "Offeror" shall mean all entities, submitting their proposals under the Purchasing Process. Where required, the documents must be filled in and/or signed.

- (ii) IEC will examine the technical/commercial proposal and may request clarifications from Offerors in respect of any item contained therein, including possible modifications thereto and, in doing so, reserves the right to issue amendments to the tender/inquiry documents. Such amendments may contain requirements more or less stringent than those originally requested. In case amendments are effected, Offerors will be required to update and submit their revised technical/ commercial proposals (without prices) to IEC. Such proposals shall comply with the revised tender/inquiry documents, without exceptions, as far as possible, so that they may be better evaluated on a common basis. As part of IEC's examination, IEC shall first examine the compliance of the Technical-commercial proposal with the Threshold Conditions and the material provisions of the Tender. Failure to comply with the Threshold Conditions and the material provisions shall result in the disqualification of the proposal. Where prices have been included in any stage 1 proposal, IEC shall disregard such prices
- (iii) IEC shall have a right to disqualify a proposal, at its discretion, on technical and/or commercial grounds. An Offeror, whose proposal is disqualified in the course of stage 1, will not be permitted to partake in stage 2.
- (iv) In stage 2, Offerors, whose technical/commercial proposals have been approved by IEC during stage 1, will be invited to submit their price proposals, subject to such terms and conditions as will be set forth in the invitation to submit prices.
In stage 2, Offerors shall only submit their prices. Offerors shall not be permitted to submit any technical or commercial information (other than where specifically requested to provide further technical clarification) and shall not include any further technical, commercial or legal exceptions. In the event such exceptions are submitted, IEC shall be entitled to disqualify the proposal.
- (v) Please note that Offerors participating in the Purchasing Process may request a different delivery date to that specified by IEC.

IEC shall have a right to amend or complement any term, requirement or condition, including quantities, delivery schedule and payment terms set forth in the tender/inquiry documents, at any time prior to the deadline for submission of price proposals.

The final delivery date shall be subject to IEC's discretion all in accordance with IEC's needs.
- (vi) IEC hereby clarifies that the delivery schedule dates stated in the tender/inquiry documents are minimum dates. IEC shall be entitled to amend the delivery schedule by adding additional dates all in accordance with operational considerations and inventory management.
- (vii) The invitation of an Offeror to participate in stage 2 shall not deprive IEC of the right to disqualify such Offeror's proposal in the course of stage 2, if IEC discovers, that the proposal should have been disqualified for technical, or other reasons, during stage 1.

B. Single stage purchasing process:

N / A.

C. Two Stage Examination:

N / A.

D. ADDITIONAL COMPETITIVE PROCEDURE IN ACCORDANCE WITH MANDATORY TENDER REGULATION NUMBER 17E

1. If IEC decides that the tender shall contain an additional competitive stage, it will be explicitly stated in the title of the tender procedure, or, should IEC decide that the tender shall not contain an evolving computerized on-line tender as stated in Article 3E below, an additional competitive stage will be held as follows:

IEC will notify the three Offerors whose proposals comply with all the conditions of the tender and are most beneficial to IEC, that they are entitled to submit, at a date to be determined by IEC, a final price proposal which will include conditions more beneficial to IEC than those contained in the original proposal; provided that the lowest qualified price proposal submitted for the tender will not be lower than IEC's own estimate by more than 15%, and IEC has come to realize that no mistake was made in the estimate.

Despite the abovementioned, it is hereby clarified that where a tender contains sections (not within chapters/lots), in the event the lowest qualified price proposal/s for at least 75% of the sections in the tender are not lower than the self estimate, set for the tender for those sections, at a rate exceeding 15%, an additional competitive procedure shall take place with the abovementioned Offerors for all of the Tender items.

Furthermore, it shall be clarified that where the tender contains a chapter or chapters and the Offeror is required to submit a price proposal to all of the sections under the chapter/s, a proposal will be considered more beneficial to IEC where the Offeror has improved its price proposal in the aggregate to the chapter/s, in comparison to its initial proposal.

For the avoidance of doubt, in the event that out of all proposals submitted only three were approved, or less than three proposals were initially submitted, an additional competitive proceeding will be held, with all Offerors whose proposals will be deemed compatible.

- i. In the event an Offeror does not submit an additional price proposal or a proposal containing conditions more beneficial to IEC, then its original proposal will be considered the final proposal.

It is hereby clarified that regardless whether the Offeror elected to submit a proposal in the additional competitive procedure or not, the validity of the proposals shall be for a period of 180 days commencing on the last date for submitting proposals in the additional competitive proceeding.

- ii. Where an Offeror is requested, as part of the tender, to submit his proposal in percentages (a discount or an increase from a maximum or minimum price determined in the tender, or from Manufacturer's pricelist, as the case may be), the proposal submitted to the additional competitive procedure shall be more beneficial than the original proposal submitted.

It shall be clarified that where the tender contains a chapter or chapters and the Offeror is required to submit a price proposal to all of the sections under the chapter/s (a percentage per section), a proposal will be considered more beneficial to IEC where the Offeror has improved the entire scope of its proposal to the chapter/s, in comparison to its initial proposal.

- iii. Where an Offeror has attached an accountant's approval for preference for local Israeli manufactured goods to the original proposal submission and there is an additional competitive procedure, a new accountant's approval must be attached to the final proposal, should it still be relevant.
- iv. It is hereby clarified that the existence of an additional competitive proceeding does not derogate from IEC's authority to examine the reasonableness of the proposals, inter alia, with respect to the estimate.

E. EVOLVING COMPUTERIZED ON-LINE TENDER IN ACCORDANCE WITH MANDATORY TENDER REGULATION NUMBER 19D

N / A.

4. SUBMISSION OF PROPOSALS

4.1 PLACE FOR SUBMISSION OF PROPOSALS

Proposals shall be submitted via the following link:

<https://account.sourcingvision.com//Site/SelfSignIn/SelfSignInGetStarted.aspx?IsNoSummonProject=1&IsSealed=1&IsArchived=0&dup&x=%2bAADKx7bKluah2q7m2%2blIw%3d%3d>

to the Electronic Bidding Box, sourcing vision system (link to the website: <https://account.sourcingvision.com>) and in accordance with the Electronic Bidding Box Annexure and the attached manual.

- Bidders who are not registered to the system will be required to register first.
 - Should you require any technical assistance with regards to the registration (or any other issue) please contact service@mashiktech.com with a copy to the tender manager, indicating the tender number/box number .
- A. The technical/commercial proposal shall be submitted to the Electronic Bidding Box, all in accordance with the Electronic Box Annexure attached hereto.
 - B. A proposal that will not be submitted to the Electronic Bidding Box at the date prescribed, according to the instructions or a proposal that does not include all the required details, may not be considered.
 - C. A proposal shall be regarded as a "proposal submitted" to the Electronic Bidding Box, only after it has been filled in according to the Electronic Bidding Box Annexure and attached manual and on the following website <https://account.sourcingvision.com>
 - D. Only the actual presence of a proposal, in the Electronic Bidding Box, on the day and time set as the last date for submission of proposals, shall be regarded as a proposal submitted.
 - E. The time of receipt of the proposal in Mashik's SV system, shall be regarded as the actual time of receipt, (and not the time the Offeror sent the proposal).
 - F. IEC shall see the signature on the proposal as well as acceptance of the memorandum as the Offeror's signature on the proposal.

- G. It is hereby clarified that IEC shall see in every party who signs, on behalf of the Offeror, any document in the framework of the said purchasing process) as the party authorized by the Offeror to sign this document and the Offeror will be bound by it.

4.2 DEADLINE FOR SUBMISSION OF PROPOSALS

- A. The deadline for submission of proposals shall be the final day of submission until 11:00 am

DATE: **February 26, 2026.**

- B. When the purchase is conducted in a single stage, said deadline applies to the submission of the technical/commercial proposals, as well as the price proposal.

When the purchase is conducted in two stages, said deadline applies to submission of the technical/commercial proposals, while the deadline for submission of the price proposal will be notified at a later stage.

IEC reserves the right to update the RFP/Purchasing Process documents at any stage as well as update the legal and commercial terms: quantities, time table / delivery dates, incoterms, payment terms and linkage, thing all in accordance with IEC's needs and sole discretion.

- C. IEC may, at its discretion, postpone the deadline for submission of the proposals, at any time prior to the opening of the tender/inquiry proposals. However, IEC shall be under no obligation to postpone the deadline due to the requests of any participants in the tender or inquiry.

- D. **Reserved.**

- E. IEC hereby announces that changes may be made in the tender documents until one working day to the deadline scheduled for submission of proposals, at 12:00am.

It is Offeror's responsibility to ascertain whether such changes have occurred in the tender documents as well as to view on IEC's website, the documents on the said date.

It is hereby clarified that the above does not in any way derogate from IEC's right, after the final deadline for submission of proposals, to implement changes in the tender documents. These may include changes in the legal and commercial terms, such as: quantities, time schedule/delivery dates, terms of sale, payment terms, indexation, all in accordance with IEC's needs and sole discretion.

In such instance, the tender participants will be notified by way of a notice.

5. THE MANNER IN WHICH PROPOSALS MUST BE SUBMITTED

- 5.1. **Offerors shall submit proposals for the entire scope specified in Annexure C. Partial proposals (for partial quantity) will not be accepted.**

However, the Offeror shall have the right to submit alternative proposals in any Tender/Inquiry, provided such proposals comply with the requirements of the Tender/Inquiry

- 5.2. Should the Tender/Inquiry documents state that the Offeror is requested to submit a proposal to all sections listed and the Offeror omits to submit a proposal to one of the sections approved during the technical stage, IEC shall, when comparing the price proposals submitted by the offerors, list the highest price proposal submitted by the other offerors to that specific section. However, should such Offeror be awarded the Order/Contract, IEC shall pay the Offeror the lowest price submitted for that item.

- 5.3. In addition, where a single proposal has been submitted or only one proposal shall remain, when comparing prices and for the purpose of the Tender/Inquiry (provided the Offeror shall be awarded the Tender/Inquiry), IEC shall take into consideration the price of IEC's internal estimate for this item, including the average percentage deviation from the estimate of the remaining items in its proposal.

- 5.4. Should the Offeror awarded the Order/Contract omit to submit a price proposal to an item and/or an option, that was specifically regarded as an item/option which will not be taken into consideration when comparing prices, the price to be paid by IEC for such item shall be the lowest price submitted by other offerors.

- 5.5. In the event the Offeror is requested to submit prices for: (i) a single item; and (ii) the total amount of units of that specific item (the price submitted for a single item multiplied by the amount of units) and a discrepancy is found between the following: the price submitted by the Offeror for a single item and the price found for a single item after dividing the price proposed by the Offeror for the total amount of units of that specific item, by the total amount of units of that specific item. The price to be determined for the purposes of comparison, (and for the order, should the Offeror be awarded the Order/Contract) shall be the unit price.

5.6. In any event, IEC reserves the right to disqualify a proposal that was not submitted in accordance with the above.

6. FEE FOR PARTICIPATION

N/A.

7. TENDER/INQUIRY DOCUMENTS

Name	Annexure	Submission in stage -
<u>Invitation To Submit Proposals, including:</u>	(this document)	
- RFP - Offeror Data Sheet	Pg. 18	First stage
- Declaration Regarding the Adherence to Economic Competition Law	Attachment 1	First stage
- Declaration according to the Public Bodies Transactions law – 1976, article 2B [applicable only for Israeli resident]	Attachment 3	First stage
- Declaration according to the Public Bodies Transactions law - 1976, article 2B1 [applicable only for Israeli residents]	Attachment 4	First stage
- "Information from the European Economic Area"	Clause 44	First stage
- Declaration attesting to Absence of Asbestos	Attachment 6	First stage
General Terms and Conditions for Purchase of Goods	A	-
Technical Data sheet and Drawing	B	First stage
Scope of Supply and Summary of Prices	C	Prices stage
Special Conditions	D	First stage
Guarantees for due performance of Contract	E	-
Preference for Israeli Manufactured Products (if relevant)	P	Prices stage
Offerors consent to terms and conditions	W	First stage
Potential Banks for Guarantees	Y	-
Flexible framework contracts/orders Conditions	Z	First stage
- Terms for bidding via a bidding E-box	--	-

8. PRELIMINARY/THRESHOLD CONDITIONS:

N/A.

General note: In the event the Offeror provided information in a previous Tender/Purchasing Process, which was found to be unreliable or unfounded, IEC will consider not allowing the Offeror to participate in future Tenders/Purchasing Process

Proposals shall also comply with all registration and licensing requirements by applicable law relevant to the Tender issue.

Only an Offeror who is an Israeli resident [in accordance with the term's definition in the Income Tax Ordinance (New Version)] is required to submit the declarations set forth in article 39, 40 and 41 below together with its proposal.

9. SELECTION AND ACCEPTANCE OF PROPOSAL/S AND CANCELLATION OF AWARD

9.1. Criteria

IEC shall be free to determine, at its sole discretion, which proposal/s is/are most advantageous to it. In doing so Purchaser shall weigh all, or part, of the following:

- (i) The cost to IEC;
- (ii) The quality of the Goods, equipment or services;
- (iii) The fitness of the Goods, equipment, or services to IEC's purposes, and/or facilities, and/or systems and/or training and/or existing inventories;
- (iv) The reliability, expertise, training and experience of the supplier/manufacturer/Offeror;
- (v) IEC's past experience with the Goods and/or Services, equipment and/or the supplier/ manufacturer/Offeror;
- (vi) IEC's interest in developing alternate sources of supply;
- (vii) The supplier/manufacturer/Offerors production and service, capabilities, as well as its ability to meet the required schedule of delivery;
- (viii) The supplier/manufacturer/Offerors financial condition and its ability to fulfill a long term warranty.

- (ix) The inclusion in the proposal of any exceptions, qualifications, modifications or additions to the terms and conditions set forth in the RFP documents (without restricting IEC's right to disqualify the proposal altogether).
- (x) Where relevant under Israeli Law, compliance with labor law stipulations regarding employees' rights, including a report or an audit in this regard to the effect that Offeror has not acted contrary to labor law, issued by a government office or government body which has had contractual dealings with the Offeror during three years preceding the final submission date for the proposal.
- (xi) Any other factor, concerning, among others, the Goods and/or Services, the supplier or the manufacturer or the Offeror, which constitutes or may constitute an advantage or a disadvantage to IEC, or its interests.

9.2. **IEC shall not be bound to accept the lowest proposal, or any proposal.**

- 9.3. (a) IEC reserves the right to cancel the acceptance of any proposal without any cost to IEC or compensation to any Offeror and reserves the right to either: award any Order/Contract to any Offeror and shall award the Order/contract (in whole or in part) to the Offeror who has submitted the next most suitable proposal; or issue a new procedure for purchase of the Goods and/or Services in the following circumstances:
- (i) Where the Offeror awarded the Order/Contract has withdrawn or amended his proposal after the award by IEC;
 - (ii) the Offeror has refused or failed to sign the Order/contract;
 - (iii) the Offeror fails to comply with the provisions of the Order/Contract including inter alia;
 - where the Offeror is required to supply IEC with a sample or prototype of the Goods and/or Services and has failed to do so or where the said sample or prototype is unacceptable to IEC.
 - IEC has reasonable doubt that the Offeror is unable to comply with the time schedules specified in the Contract/Order.
 - (iv) IEC has received information pertaining to the Offeror or the proposal which would otherwise have led to IEC's disqualification of the proposal had such information been known to IEC at the time of making the award.
 - (v) IEC, in its discretion has elected to cancel the award due to erroneous evaluation of the proposal by IEC or for any other reason within the interests of IEC.
- (b) For purposes of clarification, in the event an Offeror has received a notification that its proposal has not been accepted, such notification shall not affect IEC's right to award the Order/Contract to the Offeror who has submitted the next most suitable proposal.
- (c) In the case of those circumstances detailed in subparagraphs 9.4.(a) (i),(ii) and (iii) above, IEC shall have the right to either:
- Claim liquidated damages from the Offeror in an amount of 5% (five percent) of the sum of the Offeror's proposal (including any options); or
 - Claim damages for costs and expenses incurred to IEC.

9.4. According to Article 2B of the Mandatory Tenders Law, 5752-1992 (hereinafter referred to as "Article 2B"), in the event it is found, after weighing the results of proposals submitted by the offerors, that two or more of the proposals, received an identical weighted result, a result that received the highest score overall, and one of the proposals was submitted by a company under the control of a woman, IEC shall award the tender to such offeror, provided that at the time of submission, the following documents were attached to it: (i) an affidavit by the abovementioned woman; (ii) an approval from an accountant, all in accordance with the definitions and requirements set forth in Article 2B.

9.5. The authorized body making any decisions or awards in any tender/inquiry is IEC's relevant tender committee(s).

9.6. Where the Offeror has breached his contractual obligations, under an Order/Contract entered into with IEC, (hereinafter referred to as the "Breaching offeror") resulting in IEC canceling the Contract/Order with him, prior to its termination date, or during the option periods or part thereof, or IEC failing to exercise the options (hereinafter referred to as the "**Cancelled Order**", "**Cancellation of the Order**"), in addition to all tools available to IEC by law as well as under the procedure, and without derogating from any claims and/or remedy available to IEC, IEC shall be entitled to the following:

- 9.6.1. Where the Purchasing Process is taking place as a result of the Cancelled Order, the Breaching Offeror shall not be entitled to participate in it. Should the Breaching Offeror submit a proposal to the Purchasing Process, such proposal shall be disqualified.

9.6.2. The Breaching Offeror shall not be entitled to participate in the Purchasing Process, provided it is for the purchase of goods and/or services and/or the performance of work, subject of the Cancelled Order, or similar and/or a Purchasing Process for the purchase of goods and/or services and/or the performance of work, subject of the Cancelled Order, and such Purchasing Process was published and/or is being conducted simultaneously or close to the Cancellation of the Order.

Should the Breaching Offeror submit a proposal to the Purchasing Process, his proposal will be disqualified and/or where a notice informing him that he was awarded the Contract/Order was provided, prior to signing the Contract/Order, such award will be cancelled.

For purposes of this paragraph, "simultaneously or close to" shall mean: from the date of notification of cancellation of the Contract/Order with him, and up to 6 (six) months thereafter, regardless whether the Offeror submitted his proposal prior to receiving notification of Cancellation of the Order, or after.

9.6.3. Regardless of that mentioned in subparagraph 9.6.2 above, a Breaching Offeror who is of the opinion that despite the Cancellation of the Order with him, should have been entitled to participate in the Purchasing Process and/or exercise his award, shall be entitled, to attach to its proposal in this Tender", "RFP" or the "Purchasing Process, a request in writing and/or to approach IEC in writing from the date of the notice of termination of his participation in this procedure, or cancellation of his award, as applicable and must state its reasons..

The Offeror's claims will be heard by IEC and a written notice of IEC's decision will be provided to him..It is hereby clarified that IEC shall be entitled not to discuss the Breaching Offeror's request as set forth in this article, where the Breaching Offeror's proposal is not a candidate for being awarded the Tender, RFP or the Purchasing Process.

For purposes of this paragraph, the Breaching Offeror shall include: Offeror's managers, offeror's shareholders and any other body that the Offeror and/or his managers and/or shareholders, hold alone or together with their relatives means of control.

"Means of Control" and "Relative" shall have the meaning ascribed to them in the Banking Law (Licensing)-1981.

10. RESERVED

11. EXCEPTIONS, QUALIFICATIONS AND ADDITIONS

- A. IEC strongly urges Offerors not to submit or include in their proposals any qualifications, modifications, deletion, additions or substitutions (hereinafter jointly referred to as: "**Exceptions**") to the terms, conditions and requirements, set forth in the tender/inquiry documents.
- B. In the event, however, that any Exceptions whether technical or commercial are included in a proposal, at any stage of the tender, the IEC, at its sole discretion, may:
 - (i) Disqualify the proposal; or
 - (ii) Weigh and/or accept the proposal partially or as is, and may take the Exception/s into account in the overall evaluation, and at its discretion, to attach a certain cost to the Exception/s, which may be arbitrary, in instances where it/they cannot be reasonably quantified.
 - (iii) After examination and discussion of all exceptions in proposals, IEC will create an updated version of commercial/legal conditions, with additional/modified terms it is able to accept, after which all bidders will be required to approve said updated version, otherwise this may result in the disqualification of the proposal; or
 - (iv) Condition the consideration and/or acceptance of any offer and/or the execution of any contract, on a full waiver of any Exception made by the Offeror or.
 - (v) Approach an Offeror/s to amend the proposal so that the proposal will conform with IEC's requirements

12. IEC'S DISCRETION TO DISQUALIFY

In addition to IEC's right to disqualify proposals under paragraph 11 above, IEC may disqualify any proposal on one or more of the following grounds:

- (i) The supplier/manufacturer/Offeror of the Goods and/or Services lacks relevant experience, production capability or financial backing, so as to raise a reasonable doubt, concerning the delivery of the Goods and/or Services, in accordance with the strict requirements of the RFP documents.

- (ii) The proposal fails, or there is a reasonable likelihood that the proposed supplier/manufacturer/Offeror, may fail to meet any of IEC's technical requirements, standards or required delivery schedule; or
- (iii) The quality and/or reliability of the Goods and/or Services has/have not been sufficiently tested or proven to IEC, in order to be safely or reliably incorporated into IEC's network or system; or
- (iv) The Goods and/or Services do/does not fit, or is/are not compatible with, IEC's existing facilities, systems, inventories, equipment, standards or training; or
- (v) The Goods and/or Services and/or its/their design and/or construction is/are based on outdated, inferior or untested design or technology.

13. DIVISION OF THE CONTRACT / ORDER

13.1. IEC shall be entitled, at its sole discretion, to divide the award and the Order among several Offerors. Where IEC decides to do so, it shall, at its sole discretion and according to its needs, divide the award between an Offeror whose proposal was rated as most advantageous to IEC, according to the standards set forth in the Tender, and another Offeror.

13.2. Where IEC decides to divide the award among several Offerors, IEC shall be entitled to condition the award of any portion, provided that the Offeror, whose offer is inferior, improves its proposal in relation to the most advantageous proposal, or alternatively, reduces its proposal in such a way that the Offeror whose proposal is most expensive, shall receive the same weighted grade as the Offeror who submitted the lowest proposal.

In the event the Offeror shall fail to improve its proposal, in the manner prescribed above, IEC shall be entitled to approach a different Offeror.

13.3. In the event that part of the Contract/Order awarded to the Offeror awarded the Contract/Order is not used in full or not used at all, inter alia for the following reasons: the Offeror fails to comply with the terms of the Order/Contract and/or the Offeror is unable to supply the Goods and/or provide the Services in a scope and/or at the professional level and/or of the appropriate quality and/or at the required availability and/or due to budget considerations and/or self-execution etc. IEC shall be entitled to transfer part of the Order/Contract or the balance remaining not used to other/s Offeror/s awarded the Order/ Contract or not to use it at all, all at IEC's sole discretion.

14. UNREASONABLE OFFERS, SINGLE PROPOSAL AND DISCREPANCY BETWEEN THE ESTIMATED VALUE AND THE OFFEROR'S OFFER

- A. IEC has determined the estimated value for the RFP/Purchasing Process.
- B. IEC shall have a right not to accept any price proposal, unreasonably higher or lower than IEC's price estimate and/or the price, and/or from the price proposed by other Offerors in previous procedures which appears to IEC as a reasonable and fair price, under the circumstances.
- C. Where all proposals submitted are disadvantageous to IEC in comparison to the estimated value, IEC shall be entitled, to request all Offerors who complied with the procedure requirements including the preliminary conditions, to submit an additional, more advantageous proposal. The abovementioned shall not derogate from IEC's right to cancel the procedure. An Offeror that shall not submit an additional more advantageous proposal, its initial proposal shall be regarded as its final proposal for the RFP/Purchasing Process. In addition, where an Offeror shall submit an additional proposal which is not more advantageous to IEC in comparison to its first proposal, IEC shall consider the Offeror's initial proposal only.
- D. RESERVED
- E. Where a single proposal has been submitted to a Tender or where IEC is left with a single proposal, due to other proposal being disqualified or rejected as a result of their price being disadvantageous to IEC in comparison to the estimated value, IEC shall be entitled to notify the Offeror and enable the Offeror to submit a more advantageous proposal, at a date to be determined by IEC.
- F. Where a single proposal has been submitted in a single stage public tender, IEC shall have the right to decide whether to accept such single proposal or to cancel the tender and issue a new tender or to issue an inquiry (exemption from tender) should IEC be of the opinion that a new tender would not be beneficial to IEC.

- G. Where a single proposal has been submitted or a single proposal remains in a public tender comprising of a Preliminary Selection/Sorting Stage or two stage, IEC shall be entitled, at its sole discretion and prior to proceeding to the pricing stage or opening the proposals, to decide on any of the following: cancel the tender and issue a new tender, or to issue an inquiry (exemption from tender) should IEC be of the opinion that a new tender would not be beneficial to IEC.
- H. Where a single proposal has been submitted in a closed tender, IEC shall not accept such single proposal and shall issue a new tender unless IEC is of the opinion that a new tender would not be beneficial to IEC.
- I. If, in the event of any inquiry (exemption from tender), a single proposal has been submitted, or results from disqualification or rejection of all other proposals in the inquiry, IEC shall not be obliged to accept such single proposal but shall be entitled to approach other Offerors (as well as the Offeror who has submitted the single proposal) in an additional process for receiving proposals.

15. CURRENCY OF PROPOSAL, PRICE ADJUSTMENT AND EVALUATION OF PRICE PROPOSALS

15.1 CURRENCY OF PROPOSAL

Price proposal may be submitted in any currency that has an active forecast in the Bloomberg financial system for the relevant period.

Main currencies that have an active forecast in the Bloomberg system include among others: New Israeli Shekel (NIS), US Dollar, Euro, Great British Pound (GBP) Swiss Franc, Canadian Dollar, and Japanese Yen. Nevertheless, it should be clarified that a price proposal may be submitted in any other currency, subject to the condition set up above.

15.2 PRICE ADJUSTMENT

- 15.2.1 In proposals submitted for the equivalent value of 500,000 NIS (including flexibilities and options) where the required date for delivery is within 12 months, prices shall be fixed and not subject to any linkage/adjustment.

Note: In the event IEC decides to divide the award between a number of Bidders, and due to said award, the value of an order is less than 500,000 NIS (or equivalent) and IEC previously approved linkage/adjustment for bidder's said proposal, the prices shall then be fixed and not subject to any linkage/adjustment.

- 15.2.2 In proposals submitted for above the equivalent value of 500,000 NIS (including flexibilities and options) Bidders may submit in the first stage (technical/commercial) proposals, requests for price adjustment formula/s for linkage/adjustment in accordance with the terms below which shall be considered by IEC:

- i. Requested indexes/commodities for linkage formula are only to be chosen from IEC's list of Indexes, including local and international indexes, published in IEC's website. Acceptance of any other indexes chosen shall be subject to IEC's prior approval before submission of the price proposal.
- ii. Any index can be used without any limitation of the number of indexes and their weights in the formulas, subject to the condition that for the purpose of price evaluation an active forecast for that index exists in the Bloomberg financial system.
- iii. Submission of price proposal that is linked to indexes, for which no active forecast exists in the Bloomberg financial system, is subject to receipt of IEC's prior approval before submission of the price proposal. In this case, IEC will determine for all the offerors the same indexes and their weights in the price escalation formula(s). In addition, IEC will set for all the offerors the same cash flow.
- iv. For the indexes offered by the offerors that have the forecast, they will be able to determine the index type and its weight, provided that the total of all the weights in the escalation formula is 100%.
- v. In two stage-bidding processes, the "base date" shall be defined by IEC in the "Prices" (second) stage. In the event said base date is not specifically stipulated, the date of submittal of the price proposal shall be the "base date" for all factors of the price adjustment formula (the index/value's set and published for this date shall be valid).
- vi. The determinative (end) date for purposes of calculating price adjustment must be (in accordance with IEC's requirements) either the date of scheduled or actual milestone completion (delivery of drawings/equipment/services, commissioning or other, whichever is relevant), whichever occurs first.

15.3 EVALUATION OF PRICE PROPOSALS

- 15.3.1 IEC will conduct the evaluation of the price proposals close to the date of the decision of its authorized tender committee. The evaluation will be based upon the relevant parameters, currency exchange rates, relevant capitalization rates, indices known and published on the date of conducting the evaluation, for the Relevant period (*), as detailed below. IEC reserves the right, during the evaluation of the price proposals, to take into consideration the following additional expenses: import, customs, delivery expenses etc.

Offerors whose technical proposal is acceptable to IEC, being in compliance with the technical requirements and approved all general/commercial conditions, shall be invited to submit a Price Proposal. Price proposals shall be evaluated according to the following terms:

15.3.2 Converting the price proposals to a uniform currency:

- a. If all the price proposals are submitted in the same currency, the evaluation will be made in the proposed currency.
- b. If the price proposals are submitted in different currencies, all the proposals will be converted to uniform currency - US Dollar, using the active exchange rate forecast in the Bloomberg Financial System for the relevant period (*) of the procurement process/tender.

(*) Relevant period:

- In framework contract: the determinative date of the average draw order (middle of frame contract period) comprising of the basic contract period + optional contract period, assuming linear draw orders.
- Contracts with a fixed delivery date/ milestones: according to delivery dates / milestones.

15.3.3 Capitalization of price proposals (valid only for different payment terms between bidders) :

- a. If all the price proposals are submitted in the same currency, they will be capitalized according to the capitalization rates which are relevant for that currency
 - b. If the price proposals are submitted in different currencies, they will be capitalized according to capitalization rate in USD, after their conversion to the uniform currency (USD).
- Capitalization rates (if relevant) will be sent to the offerors prior the date for submission of price proposals.

16. CANCELLATION OF THE PURCHASING PROCESS

IEC shall have a right to abort or cancel the Purchasing Process, at any time, when, inter alia:

- A. All the proposals are unsatisfactory to IEC and IEC has reason to believe that issuance of a new Purchasing Process may solicit proposal/s, which is/are more advantageous to IEC.
- B. There are reasonable grounds to believe that the administration of the Purchasing Process has been improperly of defectively conducted, as to all or part of the participants.
- C. IEC discovers an error or an omission in the Purchasing Process documents and/or in any data, which is relevant to the procurement of the Goods and/or Services.
- D. IEC finds it necessary or beneficial to update or modify the specification or any other material requirement in the Purchasing Process documents.
- E. There is a change of circumstances, including a change in fiscal or budgetary circumstances, or a change in IEC's needs or priorities, which warrants, in IEC's opinion, the cancellation of the procurement.
- F. There are grounds to suspect that some or all of the offers have been coordinated, or that some of the Offerors have joint interests or have, otherwise, acted illegally or improperly.
- G. It is IEC's professional opinion that none of the qualifying offers is reasonably priced.
- H. The Successful Offeror (the "Successful Offeror shall mean the Offeror, whose Offer has been chosen by IEC's Tender Committee as the most beneficial to it under the Purchasing Process) has failed to comply, within reasonable time, with any of the relevant requirements set out in the Purchasing Process documents.
- I. The Successful Offeror has failed to countersign, within the time, prescribed by IEC or, in the absence thereof, within a reasonable time, the Order/s and/or the contract issued by IEC.
- J. IEC tender committee has received information concerning the Offeror, the offer or its content, or any part thereof, that would have prevented the award being given to the Offer, had such information been known to the Tender committee, earlier.
- K. There is reasonable doubt, as to whether the Successful Offeror is in a position to fulfill its obligations towards IEC, in a satisfying manner.
- L. Any other reason, justifying in law the cancellation of the award.

In the abovementioned circumstances and any other circumstances in terms of which IEC is entitled to cancel the Purchasing Process according to the law, IEC shall not be liable to pay any compensation whatsoever to any Offeror, in connection with the cancellation of the Purchasing Process.

17. IEC'S RIGHTS TO NEGOTIATE

A. Unless prohibited by law, IEC shall have a right to conduct negotiations with all or part of the Offerors, whose proposals are most advantageous to it.

B. NEGOTIATIONS IN TENDER PROCEDURES IN ACCORDANCE WITH MANDATORY TENDERS REGULATION NUMBER 7 (WHERE APPLICABLE)

C. IEC'S RIGHT TO NEGOTIATE IN INQUIRIES EXEMPTED FROM TENDERS

IEC shall have a right to negotiate with all or part of the Offerors whose proposals are most advantageous to it.

18. IEC'S RIGHT TO VERIFY PROPOSAL, TO REQUEST CLARIFICATIONS AND TO OBTAIN SUPPLEMENTARY DOCUMENTATION

18.1. IEC reserves the right to approach the Offerors to receive clarifications and any technical, management and commercial information (excluding prices).

IEC shall be entitled to enable an Offeror, who did not submit with its proposal (as required), a document, a thing, certificate, approval, permit, license or any other document required (hereinafter shall be referred to as the: "**Document**") or any other sample/s required under the Tender/Purchasing Process, or if did not sign a document part of its proposal documents, to complete its submission to IEC and/or its signature within the time period set forth by IEC. IEC shall be entitled, at its sole discretion, to permit completion, **at any stage of the Tender/Purchasing Process as well as at the end of the Tender/Purchasing Process**, and this completion includes, *inter alia*, the replacement/addition of professional experience details, projects, customers etc compared to what was submitted with the original proposal (according to what was required to present/prove according to the terms of the Tender/Purchasing Process), provided the completions comply substantially with the requirements of the Tender/Purchasing Process, in particular the threshold conditions and compulsory requirements and will relate to the date stated in the Tender/Purchasing Process documents.

IEC may not consider a proposal that was not submitted with all the required documents signed and completed as required, and/or an offer that IEC requested the Offeror to complete documents for within a specified time period, and the Offeror failed to do so in a timely manner.

IEC shall enable the submission of the above even if stated otherwise in the specification.

18.2. RESERVED

18.3. Offerors' request to receive clarification shall be submitted in writing through the Offeror's representative, no later than the five days before the due date set for submission of proposals, by contacting the Tender, Purchasing Process manager (The contact person specified in the beginning of this document).

18.4. Questions referred to after the abovementioned date, will not be answered, except for exceptional cases and subject to IEC's sole discretion.

Answers to Offerors clarification requests shall be provided in writing.

Substantial clarifications and answers will be publicly advertised on IEC's website and IEC shall be entitled, (but under no obligation) to distribute it directly to potential Offerors and/or Offeror that have expressed (in writing) their interest to the RFP/Purchasing Process manager, to participate in the RFP/Purchasing Process.

18.5. IEC shall only be bound by clarifications and/or answers published and/or distributed in writing as stated in this article.

19. IECS RIGHT TO WAIVE REQUIREMENTS

IEC may, at any time, waive any requirement, term or condition in the tender/inquiry documents, which in IEC's discretion, is not essential or substantially material to IEC. In weighing such a waiver, IEC may consider the overall advantages of each proposal (in terms of overall costs and otherwise) *visa vis* the lack of compliance of such proposal with the relevant requirement, term and condition.

20. GOVERNMENTAL APPROVALS

The award of any order/contract to any Offeror and/or the notification of award/acceptance of proposal, are subject to the issuance any and all necessary governmental approvals, including import licenses. IEC shall have a right to cancel any notice, award or order/contract, if necessary governmental approvals are denied or delayed, in a manner, which interferes, or may interfere, with IEC's time tables.

21. CONTRACT FORMALIZATION

The Offeror awarded the tender/procurement procedure shall receive a written notice from IEC. A binding contractual obligation between the parties shall exist only upon an Order/Contract signed by IEC, and issued to the Offeror awarded the Order/Contract.

22. PREFERENCE TO ISRAELI MANUFACTURED GOODS

Offerors of Israeli manufactured goods/products or goods/products manufactured in the area surrounding the Gaza Strip, may be entitled to preference in the evaluation of any tender all in accordance with the law including the Agreement on Government Procurement.

Offerors, who desire to obtain a preference, must carefully review and consult the "ANNEXURE "P": PREFERENCE TO ISRAELI MANUFACTURED PRODUCTS ", which, if not attached herewith, may be received from IEC, upon request. All claims for a preference are subject to the terms and provisions, set forth in said annexure and in any applicable laws, regulations or international treaties.

23. MANDATORY COMMERCIAL COOPERATION

- A. For purposes of this paragraph, the words "Foreign Supplier" shall mean a Supplier of goods/products and/or Services, which are not "Israeli manufactured goods or products", and/or "Israeli services/work" as defined in the Israeli Mandatory Bidding Regulations (Mandatory Industrial Cooperation) of 2007.
- B. A "**Foreign Supplier**", must act in accordance with ICA's Appendix (Mandatory Industrial Cooperation) and the applicable regulations.
- C. **Israeli Supplier** – for the purpose of Mandatory Industrial Cooperation shall be any manufacturer or supplier of goods of Israeli origin or a supplier of work performed in Israel, including services performed in Israel or in the region by an Israeli citizen or a permanent resident in Israel or a corporation registered in Israel or elsewhere with the prior approval of the Industrial Cooperation Authority.
- D. The Contractual provisions, set forth in the ICA Appendixes shall be an integral part of these general conditions. Irrespective of anything to the contrary herein, the provisions, terms and conditions, set forth in said Appendixes shall prevail.
- E. IEC shall have the right to allow an offeror, which did not attach to its price proposal documents that are required according to ICA's Appendix (Mandatory Industrial Cooperation), to complete their submission, all in accordance with IEC's sole discretion.
- F. It is hereby clarified, that in case the offeror that will be selected as the awarded offeror in the tender, will not be approved by The Industrial Cooperation Authority at the Ministry of Economy and Industry, IEC will have the right to award the Order/Contract to the Offeror who has submitted the next most suitable proposal, even in cases where the tender was managed as an Evolving Computerized On-line tender, or issue a new procedure for purchase of the Goods and/or Services. In such case, IEC will not pay any compensation to an offeror that did not receive ICA's approval.
- G. An Offer shall be required to submit together with its price proposal, the following documents:
 1. **Foreign Offerors** who have an umbrella agreement with ICA, shall be required to submit: Form H1 and Form H - Framework Agreement with ICA.
 2. **Foreign Offerors** who don't have an umbrella agreement with ICA will be required to submit Appendix B and Form C - Implementation Plan and a Binding Undertaking by Foreign Supplier.
 3. **Israeli Offerors** shall be required to submit the documents stated in subarticles G1 or G2 above, in the event he is an importer and provides goods from a foreign manufacturer. In such instance, he shall be required to submit said documents signed by both the manufacturer and himself.
 4. **Israeli Offerors offering Israeli made goods** shall be required to submit Form D – Accountant's certificate concerning Israeli manufactured goods.

- H. The Supplier, claiming not to be a foreign supplier, is aware that if it is awarded the tender, it will be required to submit a declaration to the Industrial Cooperation Authority, stating that it is an Israeli Supplier together with a certified accountant's approval.

24. JOINT PROPOSAL

The submission of an offer by multiple parties is conditioned upon the fulfillment of the following requirements:

1. Each Offeror must sign the proposal and must fill in and sign the Offeror information sheet.
2. If the joint proposal is accepted by IEC, the Offerors will be, jointly and severally, obligated to sign the Order/Contract and to fulfill the terms and conditions, set forth therein. No split or division of obligations or responsibilities is permitted.
3. The joint proposal will, irrevocably, designate one party and one bank account For purposes of correspondence and deposits of payments, which will be used by IEC, during the process of the inquiry/tender and the management of the order/contract, if the joint proposal is accepted.
4. At least one of the Offerors must fulfill all the threshold conditions, pertaining to the offerors, set forth in the inquiry/tender documents. In case of a closed or selective tender, at least one of the Offerors must be listed in IEC's list of qualified suppliers, pertaining to the relevant product / goods/equipment/Services.
5. Any joint proposal shall comply with the provisions of the Economic Competition Law 1988 and/or the instructions of the Director General of Economic Competition.

25. ANTI DUMPING LEVY

- A. The Offeror declares that the prices for the Goods set out in its proposal, or in the Order/Contract are:
- (i) neither substantially lower than the normal price charged by the Offeror domestically for similar equipment;
 - (ii) nor subsidized by the Offeror's government, excluding support through export financing and credit risk insurance (hereinafter "**Subsidy**") and
 - (iii) do not otherwise constitute dumping according to Israeli Law, as in force from time to time.
- B. IEC shall notify the Offeror promptly of any allegation of dumping and the institution of proceedings or action against it. The Offeror shall supply IEC with all such information and assistance to enable it to defend the suit, and IEC shall permit the Offeror to be joined as a party respondent.
- C. In the event the Israeli competent authorities determine that the Offeror's prices constitute dumping prices and IEC is required, as a result thereof, to pay any anti-dumping duty or any other assessment, levy, penalty, fine, obligation or payment, and incur costs, expenses or fees (including legal fees) (hereinafter together "**Anti Dumping Duty**") the Offeror's shall indemnify and hold IEC harmless for such Anti-Dumping Duty as shall be imposed on, or suffered by IEC.

26. IMPROPRIETY

The Offeror hereby acknowledges that it has been informed of and agrees to abide by the IEC's Impropriety clause as that clause is set forth on IEC's website at the following link: <https://www.iec.co.il/en/content/suppliers/filespages/general-terms-conditions-and-annexures> version 14.7.2022

27. RIGHT OF UNSUCCESSFUL OFFERORS TO VIEW THE TENDER DOCUMENTS

- (a) Within 30 days of the date of IEC's announcement of its final decision of awarding the tender/inquiry, an Offeror who was not awarded the Order/Contract may, by law, review the protocol of IEC's tender committee awarding the tender/inquiry, correspondence with the Offerors, the professional opinions prepared according to committee's request, the position of the committee's legal counsel and the successful proposal, and receive a copy of these documents, excluding:
- (i) Sections of the decision or successful proposal which may, in the tender committee's opinion, disclose commercial or professional confident information, or affect national security, international relations, the economy or public safety.
 - (ii) Legal opinion that was issued as part of legal consultation to IEC's tender committee, including review of alternative courses of action and/or alternative decisions or estimation of legal risks and possibilities arising out of the above mentioned decisions, and possible legal ramifications.
- (b) In light of the Offerors' right to view the Tender documents, an Offeror who objects to its proposal being disclosed fully or partially due to a trade secret or a professional secret which it considers to be part of its proposal, is required to mark the confidential parts of its proposal. **In addition, the Offeror is required to elaborate on the confidential parts of its proposal, as far as there are such parts, and the reasons therefor (the relevant reasoning must be detailed for each part, and IEC will not accept a general reasoning) in the relevant sections of the Annexure W titled Offerors Consent to Terms and Conditions.**
- (c) Parts of a proposal that will not be marked by the Offeror as confidential and/or the reasons as to why they are confidential will not be stated, will be considered as permitted by the Offeror to be disclosed. IEC shall be under no obligation to contact and as a rule, will not contact an Offeror to inquire whether any parts of its proposal are confidential and/or the reasons for the confidentiality, where such were not specified in the Offer. In this regard please see article 45.4 below.

It is hereby clarified that, IEC shall be under no obligation to address the request for confidentiality where the Offeror marks the confidential parts in the body of the proposal only and/or provides a general comment regarding confidentiality in the body of the proposal only, without providing details and explanations in Annexure W "OFFERORS CONSENT TO TERMS AND CONDITIONS".

- (d) It is hereby further clarified that in each case, the decision as to the confidentiality or the disclosure of parts of the Offeror's proposal, shall be at the sole discretion of IEC's tender committee, which is entitled to disclose portions of the proposal that an Offeror has marked as confidential. In any event and despite that stated in a proposal, IEC shall be entitled to disclose the winning proposal's prices to any Offeror who shall request so.
- (e) An Offeror shall be prevented to claim that he is entitled to review another Offeror's proposal, in the parallel parts that were marked as confidential in its proposal and will be barred and silenced from making claims in this regard.
- (f) The aforesaid right of review shall be subject to the payment to IEC of the sum of NIS 350 (inclusive of VAT). The above amount be deposited to IEC's following bank account number: 5314543 (The Post Office Bank)
- (g) An Offeror who is disqualified during the technical stage shall receive a notice in regards to it disqualification, and according to its request, shall receive an additional notice in regards to the end of the process, in order for it, if required, to use the right to view the process documents.

28. VALIDITY OF PROPOSALS

- a) All proposals shall be valid for a period of 180 days from the date of the last deadline for submission of price proposals.
- b) IEC shall not be obliged to consider proposals and decide about them, prior to their expiration.
- c) In the event the validity date of the Offeror's proposal expires before the final decision by IEC regarding the tender or inquiry award, IEC shall be entitled to either cancel the tender/inquiry, or to request the Offerors to extend the validity date of their proposals.
- d) Where an Offeror fails or refuses to extend the validity of its proposal, such Offeror shall not participate further in the tender/inquiry process.
- e) An Offeror who has extended the validity date of its proposal shall not change or amend the proposal in whole or in part. Any change or amendment (including the increase or decrease of the price) is likely to disqualify the proposal and such Offeror shall not be entitled to participate further in the tender/inquiry process.
- f) Without derogating from the abovementioned, IEC shall be entitled, after the validity date of the proposal has expired, to enter into a transaction with the Offeror, provided the Offeror did not notify IEC that its offer will be terminated after the validity date lapses.

29. RESERVED

30. RESERVED

31. RESERVED

32. CHANGE IN THE MODEL TYPE AND/OR LEGAL PERSONALITY

- A. IEC shall be entitled, at its sole discretion, to approve the change in the model type submitted by the Offeror for the Inquiry, in instances where after the final date for submission of proposals, the model type submitted has gone out of production and IEC is convinced that it is no longer possible to supply the type proposed and only in cases in which the previous type complied with all the Tender requirements and only where the newly proposed type complies with the Inquiry requirements.
- B. In addition, in instances where after the final date for submission of proposals, a change occurs in the Offeror's legal entity, IEC shall be entitled, at its sole discretion, to approve the change in the Offeror's legal entity provided that the Offeror's previous and current legal entities comply with the Inquiry requirements.

It is hereby clarified that IEC shall be entitled, at its sole discretion to approve a change in the legal entity, including in cases of sale/transfer of full activity of the company/ies ,subject of the Tender, even if after the sale/transfer, the Offeror continues to exist and subject to the legal entity of the Offeror and the new Offeror in the new legal entity (to whom the subject of the Framework Procedure was sold) complies with the requirements of the Tender.

- C. An Offeror who at the time of submitting its proposal, was aware of the fact that a change may occur in its legal entity and/or its activity if the field(s) subject of the Framework Procedure is expected to be sold/transferred and/or that the model Inquiry submitted by it shall go out of production, is requested to specifically disclose such information in its proposal.
- D. Nothing in this article shall derogate from IEC's rights and authorities including under the instructions of this Tender/Purchasing Process to update and/or amend at any stage of the Tender/Purchasing Process and at any time, prior and after the final date for submission of proposals, the instructions of the Tender/Purchasing Process and/or its annexures and/or the format of the Tender/Purchasing Process, despite them amounting to changes and circumstances, not covered under this article.

33. RESERVED

34. USE OF GOODS/SERVICES/WORKS BY SUBSIDIARIES

Notwithstanding any other article in this document or in the General Terms and Conditions, the Offeror is aware of the fact that IEC may use the Offeror's services and/or works and/or equipment, in order to provide services and/or for subsidiaries of IEC (hereinafter referred to as "**Subsidiaries**"), as well as in territories and/or sites or premises in addition to those specified in the specification (as defined) from time to time and according to its needs, and/or the needs of the Subsidiaries and IEC may transmit copies of Offeror's invoices for internal account settling between IEC and Subsidiaries and any other information required for that purpose. It is hereby clarified, that in these circumstances, the Offeror's liabilities under the Order/Contract shall apply to those Subsidiaries as well.

35. SAMPLES

N / A.

36. RESERVED

37. OFFEROR'S DECLARATION

The Offeror hereby undertakes to fully co-operate with every inspection and/or investigation conducted by IEC and/or any person on its behalf with regards to the procurement procedure and/or any other procurement procedure and/or any Contract/Order entered into between the Offeror and IEC.

Without derogating from the abovementioned, the Offeror hereby undertakes to provide the IEC with any relevant information for purposes of examination as well as provide any document and/or evidence required with such examination, immediately upon the IEC's first request, should such request be made.

38. ENFORCEMENT OF THE FOREIGN EMPLOYEES LAW, 1991

***This article is applicable only for Israeli residents, [in accordance with the term's definition in the Income Tax Ordinance (New Version)].**

- 38.1. In Contracts/Orders exceeding 400,000NIS the Offeror is requested, to submit a declaration in the attached format, attachment 3.
- 38.2. Submitting such declaration to IEC, in the attached format (attachment 3), is a condition in order for IEC and the supplier to engage in a Contract/Order.
- 38.3. The supplier undertakes to fulfill, in regards of employees who are employed by him for the purpose of performing the works under the Contract/Order, all the orders/requirements of the foreign employees law (prohibition of illegal employment and ensuring fair conditions), 1991 (hereinafter: "**Foreign Employees Law**").
- 38.4. It is hereby agreed, that not fulfilling and/or violating, whether by act or omission, of any order/requirement of the Foreign Employees Law, in regards of employees as stated above, shall be considered as a breach of the Contract/Order, and IEC shall be entitled to all the remedies according to the Foreign Employees Law and any other law, including indemnifying IEC (by the Offeror) in regards of any demand and/or lawsuit that shall be filed against IEC in regards of such un-fulfillment and/or violation.

39. ENFORCEMENT OF THE MINIMUM WAGE LAW, 1987

***This article is applicable only for Israeli residents, [in accordance with the term's definition in the Income Tax Ordinance (New Version)].**

- 39.1. Violation of the Minimum Wage Law, 1987 (hereinafter: "**the Minimum Wage Law**") by the supplier towards its employees, in respect of works or services that are part of the Contract/Order, shall be considered as a violation of the Contract/Order.
- 39.2. In case IEC shall be required to pay any amount and/or a lawsuit shall be filed against IEC, for the reason of violation of the Minimum Wage Law by the supplier, the supplier shall indemnify IEC in the full amount IEC has been required to pay for such violation.
- 39.3. In a Contract/Order exceeding 400,000NIS, the Offeror shall attach a declaration according to the attached format, attachment 3.
- 39.4. Submission by the Offeror of such declaration, and IEC's approval of receiving it, is a condition for any engagement between IEC and the Offeror.

40. ENFORCEMENT OF "THE EQUALITY OF RIGHTS FOR PEOPLE WITH DISABILITIES" LAW, 1998

***This article is applicable only for Israeli residents, [in accordance with the term's definition in the Income Tax Ordinance (New Version)].**

- 40.1. An Offeror shall attach a declaration according to the attached format, attachment 4.
- 40.2. Submission by the Offeror of such declaration, and IEC's approval of receiving it, is a condition for any engagement between IEC and the Offeror.

41. ABSENCE OF CONFLICT OF INTEREST

- a. IEC shall be entitled to not permit an Offeror to participate in the Tender, RFP, Purchasing Process and/or to not accept a proposal if there is in its participation a conflict of interest.
The determination in this regard will be in IEC's sole discretion
- b. The Offeror shall not supply the goods either by itself or through its employee, if any of them is a Relative of an employee of IEC, and the delivery of the goods may raise concerns of conflict of interests between IEC's benefit and the employee's personal benefit. The Offeror shall do so only after receipt of IEC's prior consent in writing.

"Relative" shall ~~has~~ have the meaning ascribed to it in the Government Companies Regulations (Rules Concerning the Employment of Relatives)- 2005
- c. The Offeror shall notify IEC regarding any concern of this type of conflict of interest.
- d. The Supplier is required to bring the contents of this section to the attention of its employees, subcontractors, representatives, agents and anyone on its behalf who are involved in any way in IEC's Tender/RFP/Purchasing Process and/or Order/Contract resulting thereof.

42. APPLICABLE LAW AND JURISDICTION

Israeli law is the law that will govern this RFP/Purchasing Process.

The sole jurisdiction for hearing all matters relating to this RFP/Purchasing Process and any claim and/or dispute arising therefrom, shall be the competent court in Tel Aviv.

43. OFFERORS' TOUR/OFFERORS' CONVENTION

N / A.

44. THE OBLIGATION OF INFORMATION ACCURACY AND DUTY OF NOTIFICATION

44.1. In this Section, "**Information**" includes – data on a person's personality, personal status, privacy of personality, health condition, economic situation, professional training, opinions and beliefs, as well as any information according to which a certain person is identified or can be identified.

"**Information Subject**" – the person on whom the Information is transferred to Israel Electric Corporation (hereinafter: "**IEC**"), including the supplier's employee, a service provider on its behalf, an employee of a sub-supplier, etc.

"**European Economic Area**" – the countries of the European Union, as well as Iceland, Norway and Lichtenstein.

44.2. The supplier declares that any Information it shall deliver to IEC from the European Economic Area, within the procurement process of and the agreement thereof concerning an Information Subject is true, full, clear, updated and accurate, and, if it turns out that this is not the case, it will act immediately to correct the Information and to update IEC in relation thereto.

44.3. In case of Information being transferred as mentioned above, the supplier undertakes to notify the Information Subject, as soon as possible after transferring the Information, and no later than one month from the date of transferring the Information, that the Information has been transferred to IEC as specified in the format attached hereunder.

Notwithstanding the provisions of this section, the supplier is not obligated to notify the Information Subject under the circumstances specified in section 6(C) to the *Privacy Protection Regulations (Instructions for Data that was transferred to Israel from the European Economic Area)*, 5783-2023.

Format of notice to the Information Subject -

Please note that Information about you has been transferred by _____ [supplier's name] to Israel Electric Corporation Ltd. (hereinafter: "**IEC**").

Details of the database manager: Dani Garabagi, Senior Vice President, Information and Communication

IEC's registered address: 1 Nativ Haor St., Haifa, Israel

Contact details: Tel.: +972-76-8634500, E-mail: l.samankaltikshuv@iec.co.il

The Information is transferred to IEC for the purpose(s) of _____

Type of Information transferred to IEC: _____

Please note that you have the right to delete the Information at your request, the right to review the Information and the right to correct the Information in accordance with and subjected to the provisions of the law.

44.4. In case IEC wishes to transfer details required by law to the Information Subject through the supplier, the supplier undertakes to notify the Information Subject of the details that shall be transferred to it by IEC immediately upon receiving them from IEC.

Despite that stated above, details regarding the Information Subject, which are not indicated in the Offeror's proposal as confidential, will be considered as if there transfer to a third party is permitted, and this is without IEC being required to inform the Supplier and/or the Information Subject about their transfer to a third party. The Supplier is required to inform the Information Subject about this, close to the submission of its proposal for the procedure. It will be clarified that the aforementioned does derogate from IEC's tender committee, or a party authorized by it, to decide to disclose also parts that the offeror has indicated as confidential, all as detailed in article 27 above. In the aforementioned case, a notification will be given to the Supplier who will require the Information Subject to be updated.

RFP No. 103991290
Offeror Data Sheet*

We hereby submit our proposal in connection with your Tender No.: _____
for the supply of: _____
Name of Offeror: _____
Type of Entity: _____
Name of the Offeror's Managers: _____

Where the Offeror is a company, please fill in the names of the Offeror's Shareholders:

Place of Incorporation (if a corporation): _____
Offeror's registration number (if the Offeror is a company) / identification number:

Where the Offeror is registered in IEC's data system, please fill in Offeror's vender number- _____

Address of Main offices: _____ Country: _____
Tel. No.: _____ Fax No.: _____
Name of authorized representative (contact person): _____
Personal E-mail address: _____
Mobile Phone No.: _____

Name of Manufacturer: _____
Address of manuf. plant: _____ Country: _____

Please fill in below, details of Offeror's Local Agent/Representative (where applicable):

Name of Local Agent/Representative:
Address:Code:
Tel. No.:Fax No.:
Name of Person to contact: Mobile Phone No.:
Personal E-mail address:

Name and title of signatory on proposal: _____

Signature

Date

Print Name of Signatory: _____

*The Offeror hereby undertakes to notify IEC of any change in the above information provided by him.

ATTACHMENT 1

Declaration Regarding the Adherence to Economic Competition Law and Prohibited Tender Collaboration (authorized by an attorney)

[This declaration will apply only in regards of bids exceeding 3,000,000 NIS (New Israeli Shekels) (not including options). In regards of bids in the range starting from 100,000NIS (including) up to 3,000,000NIS (including) a submission of a declaration according to the attached format is needed – however, in such case an attorney's confirmation to it is not required]

I the undersigned, [] (Nationality), I.D number: [] and holder of the position of an [] in a company by the name of [] registration number [] (hereinafter: the "**Position**"), hereby declare in writing as follows:

** delete that which is not applicable

1. My name, I.D number and Position are as set forth above.

2. I hereby submit this Declaration on behalf of [] (company name/ authorized dealer) (the "**Bidder**"), to the Israel Electric Corporation Ltd. in connection with the tender/RFP procedure, for the supply of [] (subject of the undertaking), in tender/RFP procedure number [] (the "**Procedure**").

3. I am authorized to sign this declaration on behalf of the Bidder and its management.

4. In the framework of this bid, the Bidder intends to use the following subcontractors as set forth below (please insert the company's name /authorized dealer and contact details) Section 4 is only relevant where the Procedure documents contain approval for subcontracting and in regards of an agent – where the tender includes supply of goods.

Company name/ authorized dealer	Scope of work/service/goods For which the subcontracting Is provided	Contact details

And/or

In the framework of this bid, the bidder intends to bid with the assistance of/via an agent, as detailed hereinafter (bidder will submit the agent's name as well as contact information):

5. The Bidder and/or its management and/or who on its behalf have not acted in violation of the Economic Competition Law - 1988 and the laws pertaining to economic competition (hereinafter: "**Economic Competition Laws**"), in regards of their bid in the Procedure and in particular (but without limitation) that:

* The prices and/or quantities and/or any other detail which appears in this bid have been determined by the Bidder and/or its management and/or who on its behalf independently, without any consultation, arrangement or any connection with another bidder in this procedure or with any other potential bidder in this Procedure (except in case of a joint bid, when this is provided for in the Procedure documents, and/or subcontractors as set forth in Section 4 above, with regard to the scope of work/service/goods to which subcontracting pertains, and/or an agent, as set forth in section 4 above, with regard to details relating to said bid alone, insofar as such matter complies with the Economic Competition Laws). This part of the section is only relevant in situations where the Procedure documents allow subcontracting, and the Bidder is required to specify the subcontractors in the framework of this declaration, and in regards of an agent – where the tender includes supply of goods.

* The prices and/or quantities and/or any other detail which appears in this bid have not been disclosed to any person or company which is bidding in this Procedure, or to any potential person or entity which may submit

a bid in this Procedure (except in case of a joint bid, when this is provided for in the Procedure documents and/or subcontractors as set forth above, with regard to the scope of work/services/goods for which subcontracting pertains, and/or an agent, as set forth above, with regard to details relating to said bid alone, provided such matter complies with the Economic Competition Laws). This part of the section is only relevant where the Procedure documents allow subcontracting, and the Bidder is required to specify the subcontractors in the framework of this Declaration, and in regards of an agent – where the tender includes supply of goods.

- * The Bidder and/or its management and/or who on its behalf have not been involved in prohibited tender collaboration and/or collaboration concerning prices and/or quantities and/or any other detail in the bids submitted in this Procedure, either with regard to their own bid or a bid submitted by another bidder in this Procedure and/or dividing up the market with regard to this Procedure and have not acted in a way which may constitute Economic Competition activity and/or a behavior which is not in line with Economic Competition Laws in the framework of this Procedure, and/or have not attempted to perform any of these acts.
- * The Bidder and/or its management and/or who on its behalf have not influenced nor tried to influence the bid of another bidder, or another potential bidder, in this Procedure, and have not tried and/or caused another bidder or another potential bidder not to bid in this Procedure.
- * This Bidder's bid is submitted in good faith and is not the result of an arrangement or a discussion with another bidder or a potential bidder in this Procedure (except in case of a joint bid, when this is provided for in the Procedure documents and/or the subcontractors set forth above, with regard only to the scope of work/services/goods to which subcontracting pertains, and/or an agent, as set forth above, with regard to details relating to said bid alone, insofar as such matter complies with the Economic Competition Laws). This part of the section is only relevant where the Procedure documents allow subcontracting, and the Bidder is required to specify the subcontractors in the framework of this declaration, and in regards of an agent – where the tender includes supply of goods.

6. Bidder's declarations:

6.1. At the time of signing this Declaration, the Bidder, its management and/or its shareholders and/or its employees are not being held under any investigation by the Economic Competition authorities regarding the suspicion of prohibited tender collaboration.

If this is not the case, please elaborate:

6.2. Within the past four years the Bidder, its management and/or its shareholders and/or its employees, have not been convicted in of any offence under the Economic Competition Laws as well as offences of tender collaboration and there are no existing criminal proceedings regarding these offences.

If this is not the case, please elaborate:

Date	Name	I.D	Signature+ Stamp
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Signature Validation

I, the undersigned, Attorney . [redacted], hereby confirm that [redacted], ID number: _____, whom I know personally/who identified himself/herself to me as holder of the position of an [redacted] in a company by the name of [redacted] registration number [redacted], after I cautioned him/her to state the truth and that he/she will be subject to penalties laid down by law if he/she will not do so, confirmed the accuracy of his/her above declaration, and signed it in my presence.

Date: [redacted]

Name and Signature of Attorney: [redacted]

ATTACHMENT 3 - Declaration according to the Public Bodies Transactions law - 1976, article 2B [applicable only for Israeli residents, [in accordance with the term's definition in the Income Tax Ordinance (New Version)]]].

The declaration is in Hebrew since it is relevant only for Israeli residents as stated above.

נספח 3 - תצהיר בהתאם לס' 2ב. לחוק עסקאות גופים ציבוריים, התשל"ו - 1976

אני הח"מ _____ מס' ת.ז. _____ מרח' _____ ,

לאחר שהוזהרתי כי עלי להצהיר את האמת וכי אהיה צפוי לעונשים הקבועים בחוק אם לא אעשה כן, מצהיר בזה בכתב כדלקמן:

1. שמי, מס' תעודת הזהות שלי וכתובתי הם כאמור לעיל.
 2. אני מגיש תצהיר בשמי / בשם חברת _____ מס' חברה _____ לצורך התקשרות עם חברת החשמל לישראל בע"מ.
 3. לא הוצאו כנגדי / כנגד החברה האמורה או כנגד כל בעל זיקה אלי / אל החברה האמורה פסקי דין חלוטים, המרשיעים ביותר משתי עבירות, שנעברו לאחר יום 31 באוקטובר 2002 לפי חוק עובדים זרים (איסור העסקה שלא כדין והבטחת תנאים הוגנים), התשנ"א - 1991 ו/או לפי חוק שכר מינימום, התשמ"ז-1987, עד למועד ההתקשרות עם חברת החשמל. לחלופין - אני / החברה האמורה וכל בעל זיקה אלי / אל החברה האמורה הורשענו בפסקי דין חלוטים ביותר משתי עבירות, שנעברו לאחר יום 31 באוקטובר 2002 לפי חוק עובדים זרים (איסור העסקה שלא כדין והבטחת תנאים הוגנים), התשנ"א - 1991 ו/או בעבירה לפי חוק שכר מינימום, התשמ"ז-1987; אולם, ההרשעה האחרונה לא הייתה בשנה האחרונה שלפני מועד ההתקשרות.
 4. בתצהיר זה:
"בעל זיקה" - כל אחד מאלה: (1) חבר בני אדם שנשלט על ידי הספק; (2) אם הספק הוא חבר בני אדם, אחד מאלה: (א) בעל השליטה בו; (ב) חבר בני אדם שהרכב בעלי מניותיו או שותפיו, לפי העניין, דומה במהותו להרכב כאמור של הספק, ותחומי פעילותו של חבר בני האדם דומים במהותם לתחומי פעילותו של הספק; (ג) מי שאחראי מטעם הספק על תשלום שכר העבודה; (3) אם הספק הוא חבר בני אדם שנשלט שליטה מהותית - חבר בני אדם אחר, שנשלט שליטה מהותית בידי מי ששולט בספק.
"שליטה" - כמשמעותה בחוק הבנקאות (רישוי), התשמ"א-1981.
"שליטה מהותית" - החזקה של שלושה רבעים או יותר בסוג מסוים של אמצעי שליטה בחבר בני האדם.
"מועד ההתקשרות" - במכרז-המועד האחרון להגשת הצעות במכרז; בהליך- המועד בו הוגשה ההצעה להליך.
5. זהו שמי, להלן חתימתי ותוכן תצהירי אמת.

חתימת המצהיר

תאריך

אימות חתימה

הנני מאשר בזה כי ביום _____ הופיע בפני עו"ד _____, במשרדי ב _____, מר/גב' _____, המוכר/ת לי באופן אישי / בעל תעודת זהות _____, ואחרי שהוזהרתי/ה כי עליו/ה להצהיר את האמת וכי יהיה/תהיה צפוי לעונשים הקבועים בחוק אם לא יעשה/תעשה כן, אישר/ה את נכונות התצהיר הנ"ל וחתם/ה עליו.

חתימה

חותמת

ATTACHMENT 4 - Declaration according to the Public Bodies Transactions law - 1976, article 2B1 [applicable only for Israeli residents, [in accordance with the term's definition in the Income Tax Ordinance (New Version)]]

The declaration is in Hebrew since it is relevant only for Israeli residents as stated above.

נספח 4 - תצהיר לפי סעיף 2ב1. לחוק עסקאות גופים ציבוריים, תשל"ו-1976

אני הח"מ _____ מס' ת.ז. _____ מרח' _____ לאחר שהוזהרתי כי עלי להצהיר את האמת וכי אהיה צפוי לעונשים הקבועים בחוק אם לא אעשה כן, מצהיר בזה בכתב כדלקמן:

1. שמי, מס' תעודת הזהות שלי וכתובתי הם כאמור לעיל.
2. אני מגיש תצהיר זה בשמי / בשם חברת _____ מס' חברה _____ (להלן: "המציע") לצורך התקשרות עם חברת החשמל לישראל בע"מ.
3. נא לסמן V במקום הרלוונטי:
 הוראות סעיף 9 לחוק שוויון זכויות לאנשים עם מוגבלות, התשנ"ח-1998 (להלן "חוק שוויון זכויות") לא חלות על המציע; לחילופין –
 הוראות סעיף 9 לחוק שוויון זכויות חלות על המציע והוא מקיים אותן.
 בנוסף לאמור לעיל, במקרה שבו הוראות סעיף 9 לחוק שוויון זכויות חלות על המציע והוא מקיים אותן- נא לסמן V במקום הרלוונטי:
 המציע מעסיק פחות מ- 100 עובדים;
 המציע מעסיק 100 עובדים או יותר;
5. במידה והוראות סעיף 9 לחוק שוויון זכויות חלות על המציע והמציע מעסיק 100 עובדים או יותר, המציע מצהיר ומתחייב כדלקמן (נא לסמן V במקום הרלוונטי):
 כי יפנה למנהל הכללי של משרד העבודה הרווחה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך – לשם קבלת הנחיות בקשר ליישומן;
 במידה והמציע התחייב בעבר לפנות למנהל הכללי של משרד העבודה הרווחה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, ובוצעה עימו ההתקשרות שלגביה התחייב כאמור- המציע מצהיר כי פנה כנדרש ממנו אל המנהל הכללי של משרד העבודה הרווחה והשירותים החברתיים; ואם קיבל הנחיות ליישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, המציע מצהיר כי גם פעל ליישומן;
המציע מצהיר ומתחייב כי יעביר העתק מהתצהיר שמסר לפי הנדרש בחוק, למנהל הכללי של משרד העבודה הרווחה והשירותים החברתיים, בתוך 30 ימים ממועד ההתקשרות.
6. זהו שמי, להלן חתימתי ותוכן תצהירי אמת.

חתימת המצהיר

תאריך

הנני מאשר בזה כי ביום _____ הופיע בפני עו"ד _____, במשרדי ב _____, מר/גב' _____, המוכר/ת לי באופן אישי / בעל תעודת זהות _____, ואחרי שהוזהרתי/ה כי עליו/ה להצהיר את האמת וכי יהיה/תהיה צפוי לעונשים הקבועים בחוק אם לא יעשה/תעשה כן, אישר/ה את נכונות התצהיר הנ"ל וחתם/ה עליו.

חתימה וחותמת עורך הדין

Attachment 6

OFFEROR'S DECLARATION

Please note that in accordance with Israeli legal requirements, the Purchaser is not permitted to import, install, use or trade asbestos, or asbestos waste.

Purchaser requires that a party desiring to provide the Purchaser with any type of goods, including gasket and or seal of type or kind, provides the Purchaser with following signed statement:

"I [redacted] (name), am an authorized signatory and serve in the role of [redacted] at [redacted] (name of company making the proposal) hereby declare on behalf of [redacted] (name of company making the proposal) that the goods included in our proposal [redacted] dated [redacted], are manufactured without use of asbestos of any kind and in any amount.

In the event the Purchaser discovers any amount of asbestos in any of the goods delivered by us, all the goods delivered shall be deemed to contain asbestos and thus are disqualified, entitling the Purchaser to immediately cancel any and all orders from [redacted] for the disqualified. Furthermore, we hereby agree to bear the cost and responsibility for the removal disqualified goods from the Purchaser's facilities and sites, and to refund the Purchaser all its costs in connection with purchase and delivery of such disqualified goods. We further agree that [redacted] shall have no legal recourse towards the Purchaser in connection with disqualified goods.

I hereby declare that this is my name, this is my signature, and the content of my affidavit is true.

Date

Declarant's signature

Attorney's confirmation

I, the undersigned [redacted], license number [redacted], hereby confirm that on [redacted], at my office located at [redacted], Mr./Ms. [redacted] after I warned him/her that he/she must speak the truth and is subject to penalties set by law if he/she does not, he/she confirmed to me the correctness of the above declaration and signed it in my presence.

Date

Signature

Stamp