



Selling Process No.: 104075600

Subject: Sale of a GE 9E Gas Turbine Compressor Rotor and Turbine Rotor from IEC's Rutenberg Warehouse

Specification No.: 1100541823

Tender Coordinator: Margarita Leybman Weiss

INVITATION TO SUBMIT PROPOSALS

Version 04.08.2026

The Israel Electric Corporation Ltd. (hereinafter: "**IEC**") is interested in selling the Goods/Products/Equipment, described below in Article 1 below. The sale 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 "**RFP**" or the "**Selling Process**") documents. You are hereby invited to submit a proposal for the purchase of the goods/Products/Equipment

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 participants in any RFP or Selling 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.

The Purchaser is aware of the fact that IEC is an essential company responsible for the continuous supply of an essential service and therefore is required to ensure the fulfillment of its functions by law, in an efficient and continuous manner, while protecting the health of its employees, their family members and successors.

The Purchaser shall bear full and sole responsibility for all the consequences of breach of such obligations by it and/or by anyone on its behalf.

1. DESCRIPTION OF GOODS/PRODUCTS/EQUIPMENT

IEC intends to sell, on an **AS IS** basis, one GE 9E compressor rotor and one GE 9E turbine rotor (the "Goods"). The turbine rotor is supplied as a bare rotor, without blades, while the compressor rotor includes blades. The Goods are not assembled together and are stored separately in closed wooden crates at IEC's Rutenberg Warehouse. The Goods are not serviceable in their present condition but may be refurbished. A description appears in Annexure 1.

2. CONDUCT OF THE SALE

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

_____X_____ a single-stage international public computerized tender

Subject to the mandatory Tenders Regulations 5753-1993, - new Amended edition as of February 2009 (hereinafter: The **Regulations**).

_____X_____ This Tender is subject to the provisions of the Government Procurement Agreement.

3. ORDER OF THE SALE

The Selling Process will be conducted as a single-stage international public computerized tender. Proposals may be submitted for either rotor separately or for both rotors. Award will be made according to the alternative that yields IEC the highest total consideration, whether by sale of both rotors together or by combining separate proposals.

PLEASE NOTE: This information may include "Inside Information" in accordance with Israel's Securities Law, 1968, and making use of this information may constitute a criminal offence pursuant to that Law .Therefore please treat this information as CONFIDENTIAL.

4. 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=%2bvJYKvB%2b83lTx9Ak0YXpiQ%3d%3d>

to the Electronic Bidding Box (E-Box No. 92801), sourcing vision system 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. It is hereby clarified that price proposals (including a discount rate, insofar as the Tender requires a discount rate to be submitted) submitted to this Tender for each item separately out of a list of items included in the Tender, will not include more than two digits after decimal point. Should price proposals submitted to the Tender include more than two digits after the decimal point than for purposes of comparison and the Order (as long as the Offeror wins the Tender) the price will be rounded down or up according to the following mechanism:
If the third digit after the decimal point is lower than 5 (five) then the price will be rounded down by IEC.
If the third digit after the decimal point is 5 (five) or above, then the price will be rounded up by IEC.
- B. The technical/commercial proposal shall be submitted to the Electronic Bidding Box, all in accordance with the Electronic Box Annexure attached hereto.
- C. 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.
- D. 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>
- E. 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.
- F. 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).
- G. IEC shall see the signature on the proposal as well as acceptance of the memorandum as the Offeror's signature on the proposal.
- H. 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 selling process) as the party authorized by the Offeror to sign this document and the Offeror will be bound by it.

5. DEADLINE FOR SUBMISSION OF PROPOSALS

- A. The deadline for submission of proposals is as stated below
DATE: September 23rd, 2026.
TIME: 11:00 AM (Israel time)
- B. IEC may, at its discretion, postpone the deadline for submission of the proposals, at any time prior to the opening of the tender/inquiry envelopes. However, IEC shall be under no obligation to postpone the deadline due to the requests of any participants in the tender or inquiry.
- C. 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 (Israel time)

It is the participants' 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.

- D. The Successful Participant shall remove the Goods from IEC's Rutenberg Warehouse within 30 calendar days from the date of IEC's notice of award. Removal shall be made on an EXW basis, and all costs, arrangements and responsibilities relating to loading, transportation and removal of the Goods shall be borne solely by the Successful Participant.
- E. Participants may submit written requests for clarification regarding the Tender documents no later than the deadline and in the manner specified in Article 16.3 below. Requests submitted after that deadline may be considered only in exceptional circumstances and at IEC's sole discretion, as set forth in Article 16.4.

6. RFP/SELLING PROCESS DOCUMENTS

The following documents (as marked with an X below) are attached herewith and shall constitute the tender/inquiry documents:

The following documents are attached herewith and shall constitute the tender/inquiry documents:

Name	Annexure	how to be submitted
Invitation To Submit Proposals, including: - RFP- Offeror Data Sheet - Declaration Regarding the Adherence to Economic Competition Law - 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)]] - 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)]]	(this document) Pg. 16 Attachment 1 Attachment 2 Attachment 3	filled in and signed filled in and signed filled in and signed filled in and signed
General Terms and Conditions for sale of Goods	A	
DESCRIPTION AND AVAILABLE TECHNICAL DATA OF THE GOODS	Annexure 1	Signed as confirmation
Summary of Prices - Price proposal.	C	filled in with price/s quoted and signed
Form of irrevocable letter of credit for performance and Performance Bond	E	N/A
Security & Cyber	K	Signed as confirmation
Insurance	Please see Annexure A	
Offerors consent to terms and conditions	W	Filled in and signed
Potential Banks for Guarantees	Y	No submission required

7. PRELIMINARY/THRESHOLD CONDITIONS:

- a) Proposals shall comply with all registration and licensing requirements by applicable law relevant to the Tender issue.
- b) 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 Articles 31, 32 and 33 below and in Attachments 2 and 3, as applicable, together with its proposal or within 14 days of the submission date of the proposal.

8. THE MANNER IN WHICH PROPOSALS MUST BE SUBMITTED

- 8.1. The proposal, including the Offeror Data Sheet, the price proposal and all other documents required under the RFP documents, shall be submitted electronically to the Electronic Bidding Box in accordance with Article 4 above and the Electronic Bidding Box Annexure and manual.
- 8.2. The Offeror shall complete, sign and submit all forms, declarations and annexures identified in Article 6 as requiring completion, signature or confirmation, including the Offeror Data Sheet and the price proposal.
- 8.3. The Offeror shall submit all certificates, approvals, permits, licenses and other supporting documents required to demonstrate compliance with the preliminary/threshold conditions set forth in Article 7, insofar as applicable to the Offeror and the subject matter of the Tender.

- 8.4. An Offeror who is an Israeli resident shall submit the declarations applicable to Israeli residents, as specified in Article 7 and in the relevant attachments, together with its proposal or within the period permitted under Article 7.

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

A. Criteria

Proposals will be evaluated based on price only. Subject to compliance with the Tender requirements, the proposal yielding IEC the highest total consideration will be selected. Where proposals are submitted both for the rotors as a set and separately, IEC will compare the total consideration under each alternative and select the more advantageous alternative.

IEC may also include the following factors in the evaluation process:

- (i) The consideration payable to IEC;
- (ii) The supplier/manufacturer/ Participant's financial condition and its ability to fulfill a long term warranty.
- (iii) 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).
- (iv) Any other factor, which constitute or may constitute an advantage or a disadvantage to IEC, or its interests.

B. IEC shall not be bound to accept the highest proposal, or any proposal.

C. (a) IEC reserves the right to cancel the acceptance of any proposal without any cost to IEC or compensation to any Participant and reserves the right to either: award of any Order/Contract to any Participant and shall award the Order/contract (in whole or in part) to the Participant who has submitted the next most suitable proposal; or issue a new procedure for sale of the Goods in the following circumstances:

- (i) Where the Participant awarded the Order/Contract has withdrawn or amended his proposal after the award by IEC;
- (ii) the Participant has refused or failed to sign the Order/Contract;
- (iii) the Participant fails to comply with the provisions of the Order/Contract including inter alia;
 - IEC has reasonable doubt that the Participant is unable to comply with the time Schedules specified in the Contract/Order.
- (iv) IEC has received information pertaining to the Participant or the proposal which would otherwise have led to IEC disqualifying 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 a Participant 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 Participant who has submitted the next most suitable proposal.

- ### (c) In the case of those circumstances detailed in Subparagraphs C.(a) (i),(ii) and (iii) above, IEC shall have the right to either:
- Claim liquidated damages from the Participant in an amount of 5% (five percent) of the sum of the Participant's proposal (including any options); or
 - Claim damages for costs and expenses incurred to IEC.

D. 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 Participants, 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

Participant, 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.

- E. The authorized body making any decisions or awards in any tender/inquiry is the relevant tender committee(s) of IEC.

9A. **PARTIAL PROPOSALS**

- A. Participants may submit a proposal for the compressor rotor, the turbine rotor, or both. IEC will examine proposals for the Goods as a set and proposals for each rotor separately and will select the combination that yields IEC the highest total consideration.

10. **EXCEPTIONS, QUALIFICATIONS AND ADDITIONS**

- A. IEC strongly urges Participants not to submit or include in their proposals any qualifications, modifications, deletions, 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 are included in a proposal, IEC, at its sole discretion, may:
 - (i) Disqualify the proposal; or
 - (ii) Weigh and/or accept the proposal as is, taking the exception/s into account in the overall evaluation, while, at its discretion, attach a certain cost to the exception/s, which may be arbitrary, in instances where it/they cannot be reasonably quantified.
 - (iii) Condition the consideration and/or acceptance of any offer and/or the execution of any Order/Contract, on a full waiver of any exception made by the Participant.

11. **DIVISION OF THE CONTRACT / ORDER**

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

12. **UNREASONABLE PROPOSAL, SINGLE PROPOSAL AND GAPS BETWEEN THE ESTIMATED VALUE AND THE PARTICIPANT'S PROPOSAL,**

- a. IEC has determined the estimated value for the RFP/Selling 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, 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 Participants 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. A Participant that shall not submit an additional more advantageous proposal, its initial proposal shall be regarded as its final proposal for the RFP/Selling Process. In addition, where a Participant shall submit an additional proposal which is not more advantageous to IEC in comparison to its first proposal, IEC shall consider the Participant's initial proposal only.

- d. IEC shall be entitled to reject any proposal which is:
 - a. substantially higher or lower or unreasonable in comparison to the estimated value set by IEC or
 - b. from the price proposed by other Participants in previous procedures or
 - c. from the price that seems fair and reasonable to IEC for Goods subject of this procedure.
- 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 Participant and enable the Participant 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 single or two stage, IEC shall be entitled, at the end of the preliminary examination stage or after examining the Participant's technical proposals, as applicable, 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 Participants (as well as the Participant who has submitted the single proposal) in an additional process for receiving proposals.

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

13.1. CURRENCY OF PROPOSAL

Price proposals 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.

13.2. PRICE ADJUSTMENT

Prices shall be fixed and not subject to any linkage/adjustment.

13.3. EVALUATION OF PRICE PROPOSALS

- 13.3.1 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.
- 13.3.2 Where proposals are submitted both for the purchase of the rotors as a set and for the purchase of each rotor separately, IEC will evaluate the proposals according to the alternative that yields IEC the highest total consideration, whether through the sale of both rotors together or through a combination of separate proposals for each rotor.
- 13.3.3 **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 + days for payment.

13A. PAYMENT TERMS

The Successful Participant shall pay the full purchase price to IEC, by bank transfer only, within 21 calendar days from the date of IEC's notice of award. Payment shall be made to the bank account designated by IEC in the notice of award or in the Contract/Order. All bank charges and transfer fees shall be borne solely by the Successful Participant. Payment shall be deemed completed only upon receipt of the full amount in IEC's designated bank account.

14. CANCELLATION OF THE SELLING PROCESS

IEC shall have a right to abort or cancel the Selling 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 Selling Process may solicit proposal/s, which is/are more advantageous to IEC.
- B. There are reasonable grounds to believe that the administration of the Selling Process has been improperly or defectively conducted, as to all or part of the participants.
- C. IEC discovers an error or an omission in the Selling Process documents and/or in any data, which is relevant to the selling of the Goods.
- D. 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 selling.
- E. There are grounds to suspect that some or all of the participants have been coordinated, or that some of the participants have joint interests or have, otherwise, acted illegally or improperly.
- F. It is IEC's professional opinion that none of the qualifying offers is reasonably priced.
- G. The successful participant (the "**Successful Participant**" shall mean the Participant, whose proposal has been chosen by IEC's Tender Committee as the most beneficial to it under the Selling Process) has failed to comply, within reasonable time, with any of the relevant requirements set out in the Selling Process documents.
- H. The Successful Participant 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.
- I. IEC's tender committee has received information concerning the Successful Participant, the proposal or its content, or any part thereof, that would have prevented the award being given to the Successful Participant, had such information been known to the Tender committee, earlier.
- J. There is reasonable doubt, as to whether the Successful Participant is in a position to fulfill its obligations towards IEC, in a satisfying manner.
- K. 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 Selling Process according to the law, IEC shall not be liable to pay any compensation whatsoever to any Successful Participant, in connection with the cancellation of the Selling Process.

15. IEC'S RIGHTS TO NEGOTIATE

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

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

IEC shall have a right to conduct negotiations with all or part of the participants, whose proposals are most advantageous to it.

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

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

16.2. IEC shall be entitled to enable a Participant, who did not submit with its proposal (as required), a document, a thing, certificate, approval, permit, license or any other document required under the RFP/Selling Process, or 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 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 Participant to complete documents for within a specified time period, and the Participant failed to do so in a timely manner.

16.3. Participant's request to receive clarification shall be submitted in writing through the Participant's representative, no later than the following date September 8th, 2026 by contacting the RFP/Selling Process manager (The contact person specified in the beginning of this document).

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

Answers 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 Participants and/or Participant that have expressed (in writing) their interest to the RFP/Selling Process manager, to participate in the RFP/Selling Process.

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

17. IEC'S 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) vis a vis the lack of compliance of such proposal with the relevant requirement, term and condition.

18. GOVERNMENTAL APPROVALS

The award of any order/contract to any Participant and/or the notification of award/acceptance of proposal, are subject to the issuance any and all necessary governmental approvals, including import/export 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 IECs time tables.

19. CONTRACT FORMALIZATION

The Successful Participant shall receive a written notice from IEC. The order/contract shall be binding only upon issuance of a Contract/Order signed by the Successful Participant.

20. JOINT PROPOSAL

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

- a. Each Participant must sign the proposal and must fill in and sign the Participant Information Sheet.
- b. If the joint proposal is accepted by IEC, the participants 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.
- c. 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.
- d. At least one of the participants must fulfill all the threshold conditions, pertaining to the Participant, set forth in the inquiry/tender documents. In case of a closed or selective tender, at least one of the participants must be listed in IEC's list of qualified participant's, pertaining to the relevant product / goods/ equipment.
- e. Any joint proposal shall comply with the provisions of the Restraint of Trade Law 5748 -1988 and/or the instructions of the Commissioner of Restraint of Trade duly appointed by the Minister of Industry, Trade and Employment.

21. IMPROPRIETY

The Purchaser 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: [Terms, Conditions and Annexures - Israel Electric \(iec.co.il\)](https://www.iec.co.il/Annexures/Annexure%20Terms%20and%20Conditions%20and%20Annexures%20-%20Israel%20Electric%20-%20IEC%20-%202020%20Version%2004.08.2026.pdf) version 04.08.2026.

22. RIGHT OF UNSUCCESSFUL PARTICIPANTS TO VIEW THE TENDER DOCUMENTS

- A. Within 30 days of the date of IEC's announcement of its final decision of award of the tender/ inquiry, a Participant whose proposal has not received the award, may, by law, review the protocol of IEC's tender committee awarding the tender/inquiry, correspondence with the participants, 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 confidential information, or affect national security, international relations, the economy or public safety.
 - (ii). Legal opinion issued by the committee's legal counsel in his capacity as legal advisor, 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 Participant's right to view the RFP/Selling Process documents, a Participant 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 Participant 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 Participant as confidential and/or the reasons as to why they are confidential will not be stated, will be considered as permitted by the Participant 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 30.4 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 Participant's proposal, shall be at the sole discretion of IEC's tender committee, which is entitled to disclose portions of the proposal that an Participant 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 Participant who shall request so.
- E. **A Participant shall be prevented to claim that he is entitled to review another Participant'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. A Participant who shall be disqualified during the technical stage shall receive a notice in regards of his disqualification, and according to its request, shall receive an additional notice in regards of the end of the process, in order for it, if required, to use the right to view the process documents.

23. 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 Participant'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 participants to extend the validity date of their proposals.
- D. Where a Participant fails or refuses to extend the validity of its proposal, such Participant shall not participate further in the tender/inquiry process.
- E. A Participant 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 Participant 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 Participant, provided the Participant did not notify IEC that its offer will be terminated after the validity date lapses.

24. PARTICIPANTS CONSENT TO TERMS AND CONDITIONS

By submitting a proposal under the inquiry/tender, Participant agrees that the submission of this proposal to IEC is subject to the terms and conditions, set forth in the inquiry/tender documents, and the signature below hereby implies Participant's consent to all such terms and conditions. The undersigned hereby declares that he/she is authorized by law to sign this proposal on behalf of the Participant, if the undersigned is not the Participant. (Please fill in full name of Participant and exact details).

Note: The identity of the Participant (being the Legal entity) submitting the proposal, must be clearly stated/defined by the person/entity submitting the proposal.

25. CHANGE IN LEGAL PERSONALITY

- A. Where after the final date for submission of proposals, a change occurs in the Participant's legal entity, IEC shall be entitled, at its sole discretion, to approve the change in the Participant's legal entity provided that the Participant's previous and current legal entities comply with the inquiry/tender requirements.
- B. A Participant who at the time of submitting his proposal, was aware of the fact that a change may occur in his legal entity is requested to specifically disclose such information in his proposal.
- C. Nothing in this article shall derogate from IEC's rights and authorities including under the instructions of this Tender/ Selling Process to update and/or amend at any stage of the Tender/Selling Process and at any time, prior and after the final date for submission of proposals, the instructions of the Tender/Selling Process and/or its annexures and/or the format of the Tender/ Selling Process, despite them amounting to changes and circumstances, not covered under this article.

26. SPECIAL CONDITONS PERTAINING TO SECURITY

- A. The Participant shall complete and sign the Security Attachment and attach it to its proposal. Failure by a Participant to do so by the date the tender committee has convened and reached its decision, shall result in its proposal not being considered.
- B. IEC reserves the right to request the Participant who has failed to submit the Security Attachment to do so, within the time period provided by IEC.
- C. A Participant whose proposal has been accepted, undertakes to ensure he receives a personal permit for himself and his employees. Such permit must be granted from the personnel at IEC who is in charge of security. Any removal of equipment/materials from IEC's warehouse is conditioned upon receipt of the abovementioned permits.
- D. The Participant must comply with all the terms conditions and undertakings set forth in the Security Attachment.
- E. In order to receive a security permit from IEC, the Participant must submit to IEC within seven days from receipt of the request, all requested information.
- F. In the event a security permit shall not be granted, IEC shall be entitled to, depending on the circumstances, cancel the award or condition the order/contract upon the replacement of the employees which were not approved, within a set period of time to be determined by IEC.

27. A PROPOSAL SUBMITTED BY AN EMPLOYEE OF IEC

- A. IEC shall not accept, for the tender/inquiry, a proposal submitted by an employee of IEC (hereinafter referred to as the **Employee**) in the following circumstances:
 - The Employee, during the course of his employment, has or had access to the Goods or any information regarding their condition or value.
 - The Employee is or was involved in determining the value of the Goods, or the date when they will be sold.
 - The Employee intends to purchase the Goods for purposes of selling them and not for personal use.
- B. The same restrictions which apply to the Employee regarding the purchase of the Goods shall apply to his relative. Proposals submitted by an agent of the Employee or his relative shall be prohibited as well.
- C. For purpose of this article, a relative shall be defined as: partner, parent, a parents' parent, son, daughter, brother, sister, brother in law, sister in law, aunty, uncle, nephew, niece, son in law, daughter in law, father in law, mother in law, grandson, granddaughter and any relation created by way of an adoption or a step family relation.
- D. When submitting his proposal, the Participant must declare that he does not fall within the circumstances described above and does not act in contradiction thereof.

28. 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/Selling Process and any claim and/or dispute arising therefrom, shall be the competent court in Tel Aviv.

29. OFFERORS' TOUR/OFFERORS' CONVENTION

No Participants' tour or convention will be held. The rotors are stored in sealed wooden crates to preserve their integrity. The crates will not be opened and no physical inspection of the rotors will be permitted as part of the Tender. Photographs of the crates will be provided. Participants shall submit their proposals solely on the basis of the information included in the Tender documents and without reliance on a physical inspection.

30. **THE OBLIGATION OF INFORMATION ACCURACY AND DUTY OF NOTIFICATION**

30.1. 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.

30.2. 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.

30.3. 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: lsamankaltikshuv@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.

30.4. 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 22 above. In the aforementioned case, a notification will be given to the Supplier who will require the Information Subject to be updated.

31. 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)].**

- 31.1 In Contracts/Orders exceeding 400,000NIS the Offeror is requested, to submit a declaration in the attached format, attachment 2.
- 31.2 Submitting such declaration to IEC, in the attached format ([attachment 2](#)), is a condition in order for IEC and the supplier to engage in a Contract/Order.
- 31.3 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").
- 31.4 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.

32. 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)].**

- 32.1 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.
- 32.2 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.
- 32.3 In a Contract/Order exceeding 400,000NIS, the Offeror shall attach a declaration according to the attached format, [attachment 2](#).
- 32.4 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.

33. 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)].**

- 33.1 An Offeror shall attach a declaration according to the attached format, [attachment 3](#).
- 33.2 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.

34. 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.

OFFEROR DATA SHEET

We hereby submit our proposal in connection with Tender No.: 104075600
for the purchase of: ☐ GE 9E Gas Turbine Compressor Rotor and ☐ Turbine Rotor

Name of Participant: _____

Type of Entity: _____

Name(s) of the Participant's Directors / Senior Management
: _____

Where the Participant is a company, please fill in the names of the Participant's shareholders: _____

Place of Incorporation (if a corporation): _____

Participant's registration number (if the Participant is a company) / identification number: _____

Address of Main offices: _____

Country: _____

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

Tel. No.: _____ Fax No.: _____

Name of authorized representative (contact person): _____

Personal E-mail address: _____

Please fill in below, details of Participant'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: _____

ATTACHMENT 1

Declaration Regarding the Adherence to Economic Competition Laws 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 purchase of [] (subject of the undertaking), in tender/RFP procedure number [104075600] (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	Description of third-party services	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 restraint of trade (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**

Signature Validation

I, the undersigned, Adv. [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 Advocate: [REDACTED]

ATTACHMENT 2

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/ים 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/ים 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 שהזהרתיו/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 3

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 1ב2. 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.

4. 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

Annexure C

Price Proposal

Description	Price proposal (excluding VAT)	currency	Terms of sale
GE 9E Compressor Rotor			EXW- shipment costs on the buyer.
GE 9E Turbine Rotor			EXW- shipment costs on the buyer.
Both Rotors as a Set			EXW- shipment costs on the buyer.

The Offeror may submit a price for either rotor separately, for both rotors separately, and/or for both rotors as a set. A blank price field shall be deemed as no proposal for that alternative.

The prices are fixed and firm.

Payment Terms

The Offeror acknowledges and agrees that, if awarded, it shall pay the full purchase price quoted in this Price Proposal to IEC, by bank transfer only, within 21 calendar days from the date of IEC's notice of award. All bank charges and transfer fees shall be borne solely by the Successful Participant. Payment shall be deemed completed only upon receipt of the full amount in IEC's designated bank account.

Name of Offeror	
Name and title of authorized signatory	
Signature	
Date	
Company stamp, if applicable	

ANNEXURE K- SECURITY_

November, 2014 edition.

SECURITY APPENDIX

EMPLOYMENT OF WORKERS AT IEC INSTALLATIONS

1. This Appendix and the Personal Security Clearance (PSC) form attached hereto form an integral part of bid documents/ contract no. _____ (hereinafter the "Contract") between Israel Electric Corporation Ltd., (hereinafter the "Seller"), and the purchaser _____, (hereinafter the "Purchaser").
2. Within the scope of the Contract, the Purchaser shall carry out _____ (hereinafter the "Work") at _____ (hereinafter: the "Work Site").
3. Reserved.
4. The Work provided by the Purchaser and any of its workers or anyone on its behalf shall require the completion and signature of the attached forms in order to obtain a security clearance specifying any restrictions on their employment conditions.

The Seller's Supervisor shall handle the security clearances and, if needed, provide entry permits (temporary magnetic cards issued by Seller's security department) for the Purchaser's workers and/or for anyone on Purchaser's behalf. For purposes of obtaining such clearances/permits, the Purchaser shall submit to the Seller's Supervisor, the Personal Security Clearance forms of the workers it intends to employ, in the format attached hereto, duly signed by each of the workers or anyone else due to be employed by the Purchaser. The attached forms shall be submitted at least thirty (30) days prior to the date of the beginning of the Work. The Seller's Supervisor shall be entitled to shorten this period of time in cases of urgency or previous employment of the worker (during the last 5 years, which included a satisfactory security check), or anyone on its behalf and/or in other circumstances, in his sole discretion.

The Seller's Supervisor shall pass on the completed forms to the Seller's security Department for the security clearance at the end of which, the security Department shall provide the Seller's Supervisor with the results thereof.

In special cases, the Seller reserves the right, at its sole discretion, to extend the time period for carrying out any security clearance.

For the sake of clarity, the Seller shall not be liable for any damage whatsoever, caused to the Purchaser, its workers or any other person on their behalf, due to any refusal to grant any security clearance, or due to any delay in granting such security clearances.

6. Seller has the right to approve or reject any worker /anyone the Purchaser intends to employ with respect to the Work, and is not obligated to provide reasons for its refusal.
7. It is hereby emphasized that the Purchaser and its workers or anyone on its behalf are permitted access only to the Work Site, and are strictly forbidden access to all other areas or facilities of the Seller. Purchaser will bear sole responsibility to any damage and/or loss and/or harm caused by not adhering to this restriction.

8. Securing documents and information:

- (a) After the daily use thereof, the Purchaser undertakes to keep any documents, specifications, plans and any other records used in connection with the performance of the Work in a locked cabinet and/or locked metal box(es) inside a closed and protected facility.

A representative of the Seller's Security Department shall be authorized to carry out inspections regarding the safeguarding of the above-mentioned documents and to instruct the Purchaser regarding changes and/or improvements required in relation to the security procedures as set forth in the Temporary Order for the Suppliers of Seller below. Purchaser shall implement Seller's instructions immediately and with no delay. Purchaser will inform Seller after full compliance with Seller's instructions and Seller will have the right to conduct an additional inspection to verify full implementation.

- (b) The Purchaser shall immediately report to the Seller's Supervisor the loss of any document, specification, plan or any other record during the course of its work.
- (c) The Purchaser undertakes to return to the Seller's Supervisor all documents, specifications, plans and other records used in connection with the performance of the Work immediately upon completion of the Work, or, upon demand of the Seller's Supervisor.
- (d) The Purchaser undertakes to take all necessary steps required to protect the documents and information transferred to it by the Seller, in accordance with that stated in the Temporary Order, attached hereto.

9. Return of entrance permits:

The Purchaser undertakes to return to the Seller's Supervisor the entrance permits of each worker or anyone on its behalf to whom a permit was issued, immediately upon termination of such worker's/others Work, or upon the completion of the Work or upon the demand of the Seller's Supervisor at any time.

10. Obeying security instructions:

- (a) The Purchaser, its workers and/or anyone on its behalf shall be subject to the security provisions applicable to the Work Site, including, without limitation, movement restrictions, photographing restrictions, alcohol and drug restrictions, possession of weapons or explosives etc. as are issued from time to time by the authorized representatives of the Seller.
- (b) The Purchaser, its workers and/or anyone on its behalf shall also be subject to Seller's additional security instructions as given from time to time by the Seller's Supervisor, as required. The Purchaser undertakes to carry out all such instructions and to ensure and be responsible that its workers and/or anyone on its behalf shall act in accordance therewith.
- (c) The Purchaser shall immediately report to the Seller's Supervisor any breach in security, including, without limitation, the entrance of unauthorized persons to the Work Site.

- 11. The workers of the Purchaser and/or anyone on its behalf shall not be permitted to stay overnight on the Work Site or on any part thereof, without prior written approval of the Seller.
- 12. The Purchaser declares that it is aware of the provisions of Israeli Penal Law-1977, regarding the divulging of information and the obligation to maintain confidentiality regarding any and all information received during the performance of the Work and that it clearly understands its obligation not to divulge information, without being authorized to do so.

The Purchaser also declares that it knows that if it fails to fulfill its obligations and/or any provision of the above-mentioned law, it shall be liable to the punishments provided under the Penal Law-1977.

- 13. The Seller has the right to discontinue the Work on site performed by the Purchaser in any case of failure by Purchaser, its workers or anyone on its behalf to obey any of the provisions of this Security Appendix and/or any of the instructions of the Seller's Supervisor and the Purchaser shall waive any claim and/or demand of any kind against the Seller in the event of any such discontinuation of the work.
- 14. Should the security clearances be denied, the Purchaser will be required to provide substitute workers for security clearance for purposes of carrying out the Work.
- 15. Any refusal by Seller to grant a security clearance to any of Purchaser's workers or anyone on its behalf and/or any denial in the grant of any such security clearance shall not constitute grounds nor justify any failure or delay in the performance of Purchaser of any of its obligations under the bid/tender and/or the Contract and Purchaser shall waive any claim and/or demand of any kind against Seller with respect thereto.

The Purchaser declares that it has read this Security Appendix and has understood its contents and will fulfill the provisions included herein.

Date

Purchaser's signature and stamp



THE ISRAEL ELECTRIC CORP.

Request for a Personal Security Clearance (PSC)

Please provide a PSC or Security Assurance for the person listed below

ID No.

--	--	--	--

Surname

Middle Name

First Name

Date of Issue

--	--	--	--

Place of Issue

Passport No.

Nationality

Home Address

--	--	--

Date of Birth

Place of Birth

Job Title

Father's Name

Previous/Maiden Name

--	--

Social Security No

. Home Phone No

Employed by

Company's Address

--	--

Company's Name

Telephone Number

--	--	--

City

Country

This request is made for the following reasons:

During his/her work at the Israel Electric Corp., on project/contract No.: _____, dated:
(starts) _____, (ends) _____, he/she will have access to classified/critical information

Requesting Security Authority/NSA

The Israel Electric Corp

Job Title

--	--

Name

Signature & Stamp

--	--