

ANNEXURE "D" - SPECIAL CONDITIONS

IN THE EVENT OF ANY INCONSISTENCY BETWEEN THESE SPECIAL CONDITIONS AND ANY OF THE TENDER/INQUIRY/CONTRACT DOCUMENTS (EXCLUDING ANNEXURES Z, WHICH SHALL PREVAIL) THESE SPECIAL CONDITIONS SHALL PREVAIL

1. APPLICATION OF ANNEXURE "Z" (relevant for RFP's for framework contracts only)

Bidders are requested to carefully review the terms and conditions, set forth in Annexure "Z": Flexible, Frame Contracts /Orders Conditions attached herewith.

All such terms and conditions shall form part of the contract between IEC and the successful bidder, with respect to the matters stipulated in the annexure, including Contract Value, contract period and extensions thereof, schedule of delivery, quantities to be purchased and IEC's options to purchase additional quantities.

2. PRICES (Relevant for 2nd stage)

Your price bid must be inserted in the "Summary of Prices" forms (Annexure "C"), attached hereto. Your price proposal must relate to the Goods/equipment, as proposed by you during stage 1 of the bidding process (or according to the amended/revised proposal - where applicable), as approved by IEC and subject to all conditions of approval, if any.

3. TERMS OF TRADE

A. Israeli bidders must submit their prices, excluding VAT in one of the following Terms of Trade:

- Directly to IEC's stores/site, as specified by IEC (preferably).

For the avoidance of doubt, Article 3A above, shall apply to Israeli bidders who supply Goods, which are manufactured outside Israel as well as within Israel.

B. Non-Israeli bidders may submit their prices as per definition by Incoterms 2020, issued by the ICC, excluding VAT in one of the following Terms of Trade:

- DDP - (Delivered, Duty Paid) directly to IECs stores, (See also para. 5 below, for more details regarding supply in Israel).

Note: Full valid details regarding the above-mentioned Terms of Trade can be viewed in "Annexure R", in IEC's website, via the hyperlink: [Terms, Conditions and Annexures - Israel Electric \(iec.co.il\)](https://www.iec.co.il/Annexures/Annexure%20R.pdf)

C. Certificates of origin / Movement Certificates / Invoice Declarations (to be filled in by bidder _____):

(May be EUR.1/EUR-MED/FTA/Non Manipulation Certificate or such other exporter's declaration (invoice declaration) or other necessary certificate of origin dependent on the preferential agreement concluded between Israel and manufacturer's country).

Please fill in above and forward all required "shipping data" (in Excel supplement) for evaluation of import and transport costs.

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.

Please Note: Any deviation from the above requirement for prices to be quoted in one of the "Terms of Trade" as stated above, may result in the disqualification of your proposal.

4. CURRENCY FOR PAYMENT AND PRICE ADJUSTMENT (LINKAGE)

4.1 Payment to the bidder awarded with the contract will be in the currency quoted.

Also, for award to local (Israeli) bidder quoting in foreign currency (other than NIS) - payment shall be in the foreign currency quoted.

Note: In this case, Israeli bidder must state in any invoice sent, the sum for payment, both in said foreign currency and in NIS (after being converted in accordance with the representative rate of exchange published by the Bank of Israel - the last known value on date of issue of invoice) – the amount before addition of V.A.T and amount after the addition of V.A.T.

- 4.2 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).
- 4.3 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.
- 4.4 For the "base date" and the "determinative date", the last known index/value's on this said date, shall be valid, for all factors of the price adjustment formula.
- 4.5 In the event the index published by the authorized bodies, changes, (either the manner in which it is calculated and/or the schedule or table number where it shall be published), it is agreed that the Schedule or table number replacing it, shall be taken into consideration and/or the manner in which it shall be calculated, shall be as determined by the authorized bodies. Where the authorized bodies fail to change the index or the calculation, the parties shall enter into negotiations for the said issue, until the issue is mutually resolved by the parties.
- 4.6 Price adjustment shall be invoiced on separate price adjustment invoices, which shall be submitted together with the corresponding relevant invoices for the basic contract price of equipment. Such price adjustment invoices shall be accompanied by documents evidencing the relevant officially published indices on the determinative date and the method of calculating the invoiced sums of price adjustment.
- 4.7 Should a change in the value added tax occur (hereinafter: "the **Change**") during the relevant linkage period as defined and according to the order, the effect of the Change on the index shall be deducted for calculation purposes of the price increases or changes as specified in the order.

5. RESERVED

6. SPECIFIC INSTRUCTIONS AND TERMS FOR HANDLING OF GOODS SUPPLIED TO ISRAELI PORT BY NON-ISRAELI CONTRACTORS

The following terms shall apply to Contractor's in order to fulfill and facilitate the requirement(s), that the Goods be supplied DDP, DAP or DAT – the latter as defined by Incoterms 2010, in as far as Non-Israeli Contractor's are concerned:

- A. As Contractor is responsible for the freight, transshipment is not permitted, unless Purchaser's prior written approval has been given.
- B. The bill of lading/airway bill shall be made out to the order of the Purchaser as consignee through/ care of /notify* (Israeli company, agent or persons designated by the Contractor for purposes of release from customs)
- C. The import entry (import declaration) shall be in the name of the Purchaser through/ care of /notify* (Israeli company, agent or persons designated by the Purchaser for purposes of release from customs).
* To be determined by the Purchaser's customs clearance broker, if the customs clearance is to be made by or under the responsibility of Purchaser.
- D. In the case of DAP, the Contractor undertakes to utilize the services of the Purchaser's designated customs clearance broker for purposes of release of the equipment from customs. For DDP/DAT (the latter as defined by Incoterms 2010) the Contractor may employ the services of any customs clearance broker, of its choice.
- E. Upon arrival of the Goods at the port of destination, the Contractor shall contact IECs representatives, if necessary to coordinate the release of the Goods from customs/port.
- F. VAT shall be paid by IEC.
- G. On arrival at the Israeli port, after customs release, the Goods shall be loaded by the Contractor's (or appointed customs clearance broker / forwarding agent) at Contractor's risk and cost onto open trucks for transportation to IEC stores.

7. "KNOW-HOW" AGREEMENTS - where applicable

- A. The award of an order to a bidder is conditioned upon the validity and fulfillment of the terms of such bidder's "know-how" agreement, as presented by bidders in the course of stages 1 and 2 of this tender.
- B. IEC shall have a right to cancel at any time, any order/contract, placed with the winning bidder, in the event that such bidders "know-how" agreement is cancelled, abrogated or otherwise not fulfilled, during the life of IEC's contract with the bidder.

8. PACKING, HANDLING, STORAGE

Packing of Goods must be according to standard manufacturer's instructions, taking the necessary precautions for transportation (by sea, if relevant).

See the requirements stated in para. 11 of the specifications attached herewith.

9. FINANCING

- A. See Annexure "X" and "X1" (if attached) which includes the mandatory conditions and requirements of IEC relating to financing and the information, which Suppliers are requested to submit together with their proposal.

- B. Where financing conditions in the offeror's country require the export credit risk to be insured, the premium for such insurance shall be included as part of the offeror's quoted price in the price proposal, but as a separate identifiable amount.

10. DOCUMENTS FOR PROPOSALS

The following documents must be submitted with the proposal:

- Annexure "C" (List of required items) including P/N (manufacturers catalogue No. or model No.), duly filled in and signed.
- Documents proving the existence of the threshold conditions and all other documents/forms required as mentioned in para. 3 of the Specifications.
- Offerors consent to terms & conditions ("Ann. W") including Bidder/offeror's data sheet duly filled in and signed.
- All documents detailed in cl. 7 of the "Invitation to Submit Proposals" document.

10. Evaluation:

The tender combined from Two Lots; Bidders may submit a proposal for both lots or for a single lot. However, any bidder wishing to participate in the tender is required to submit a technical proposal for all items within the respective lot. A bidder who does not submit a proposal for all items in the lot and/or is technically disqualified for any item within the lot shall have its entire proposal disqualified.