



Purchasing process No.: **104021500**

Subject: **FRAME TENDER for (five year) Frame agreement for supply of one phase encapsulated, SF₆, high voltage, Gas Insulated Switchgear (GIS), for 170KV, in Substations and Switch stations**

Specification No.: **STR-2013**

Tender Manager: **Bernard Amdur**

INVITATION TO SUBMIT PROPOSALS –FRAMEWORK TENDER
Version 12.01.2026 (updated 26.4.2026)

The Israel Electric Corporation Ltd. (hereinafter: "IEC") is interested in purchasing the goods/equipment and/or services, described below (hereinafter: the "**Goods**"). 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 "**RFP**" or the "**Framework Procedure**") 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. DEFINITIONS

- Contract- framework agreement, the order and the purchasing documents.
- Framework Agreement- an agreement or a notice sent by IEC to every offeror whose proposal shall be technically and commercially approved in stage 1 of the purchasing process and signed by IEC and the Offeror.
- IEC- The Israel Electric Corporation Ltd.
- Offeror/s, Supplier, Bidder - who submitted a proposal/s to the purchasing process
- Order/ Draw order – the order issued to the Offeror awarded the purchasing process after it was determined that the Offeror is the winner of the pricing stage, and it was signed by IEC and the Offeror.
- Pool of Suppliers – the Pool shall include the Offerors whose proposals were technically and commercially approved at the end of stage 1 of the purchasing process and a notice/framework agreement was signed with them. These Offerors shall be entitled to participate in the pricing stages of this purchasing process.
- Framework Procedure/RFP – the tender/inquiry/RFP through which Offers are requested by IEC and received.

2. INTERPRETATION

- 2.1. The words "IEC shall be entitled" used during this document shall be construed as granting permission to IEC to act exclusively in its discretion and under no circumstances may it be construed as imposing any obligation on IEC.

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.

2.2. It is clarified that the provisions of this document relating to the Order/Agreement, Framework Agreement, Framework Procedure, the same will apply to the stage/s of the pricing (it shall apply to the requests to the Offerors included in the Pool of Suppliers for the submission of prices), as well as to Orders as applicable and as relevant (except if otherwise stated in the specific article of them, then the instructions contained therein must be followed).

3. DESCRIPTION OF GOODS AND SERVICES

IEC intends to purchase the following Goods: **one phase encapsulated, SF6, high voltage, Gas Insulated Switchgear (GIS), for 170KV and relevant Services for Indoor installation in Substations and Switch stations**, as listed in Annexure "C", and as more fully described in the specification (STR-2013 - Annexure "B") attached herewith.

4. CONDUCT OF THE PURCHASE

- a Framework Procedure/RFP
- a public tender
- a limited tender (paragraph 21B below)
- Preliminary Selection/Sorting Stage (Regulation 17C of the Mandatory Tenders Regulations)
- An Additional Competitive Procedure (Regulation 17E of the Mandatory Tenders Regulations)
- an evolving on-line computerized tender (paragraph 3E below)
- 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

Note: Offerors shall not be permitted to make any comments or to amend their offer and/or its terms and conditions as approved by IEC during any of the following stages: upon submission of price proposals, and/or during the pricing stage throughout the Framework Agreement. Any comments made, may result in the proposals being disqualified. IEC shall disregard any amendments made to the proposal and/or its terms and conditions during the submission of the price proposal. The terms and conditions which the Offeror shall be bound by, shall be those approved by IEC during the passing to the pricing stage.

5. ORDER OF THE PURCHASE

The Framework Procedure/RFP will be conducted in two stages:

STAGE 1 OF THE PROCEDURE- PRELIMINARY EXAMINATION STAGE

- A. 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 Framework Procedure documents. The term "Offeror" (Supplier or Bidder) shall mean all entities, submitting their proposals under the framework procedure. Where required, the documents must be filled in and/or signed.

- B. IEC shall be entitled to ignore and disregard price proposals submitted during this stage.
- C. At the end of this stage, IEC shall determine which proposals comply with the Framework Procedure's requirements, as well as the pre-requisite (Threshold and Compulsory/ Mandatory) conditions, and the technical specification, **having been graded with a minimum score of 75 (or 70 if applicable, see cl. 13.1 below)**, and Commercial conditions. *[See also cl. 13.1 below for detailed evaluation method in RFP]*

As for Delivery schedule, Bidders will be required to indicate the maximum lead time able to meet with regard to IEC's requirements of no more than 13 months from order for delivery in Israel or 12 months from order for delivery abroad. These proposals will be approved to proceed to the next stage (hereinafter referred to as **"Proposals Technically and commercially Approved"**). At this time, IEC shall send a notice to all Offerors who submitted Proposals Technically and commercially approved (hereinafter referred to for this article as the **"Notice"**), where they shall be updated as follows:

- (i) They were awarded the Framework Procedure and will be added to the Pool of Suppliers for this procedure.
- (ii) They shall be entitled to participate in the competitive stage which will be distributed in connection with the first contract period as well as additional competitive stages, should they take place, in the context of this framework procedure.
- (iii) Their participation in the competitive stage /additional competitive stages following this Framework Procedure, shall take place based on their proposal approved during stage 1 and according to the Framework Procedure's conditions.

IEC shall be entitled to send to the Offerors whose Proposals were Technically and commercially approved, together with the Notice or close to the date the Notice was sent, or at a later stage – after the competitive stage for the first contract period has ended, Framework Agreements for their signature (hereinafter referred to as "Offerors Included in the Procedure's Pool of Suppliers").

Where such Framework Agreement shall not be sent, the Notice shall be seen as a Framework Agreement between the parties, and the Offerors shall be required to return it signed to the procedure Manager.

STAGE 2 - PRICING / COMPETITIVE STAGE , divided into two sub-stages as below;

- D. The first sub-stage shall be an abridged technical stage, wherein the Purchaser shall prepare a technical plan with arrangement of goods, work and services ordered for a/the specific Substation / Switch station/s (one-line diagram). IEC shall have a right to make minor modifications, amendments or complementary changes, including quantities, time schedule & lead time, for each specific Substation / Switch station (in relation to the data published in Stage 1). Delivery schedule shall be set specifically for relevant Substation / Switch station, in conformance with the maximum lead time set in Stage 1. All Offerors included in the "Pool of Suppliers", shall be invited to submit proposals and required to confirm updated one-line diagram, returned, signed.
- E. In the second (main) sub-stage all Offerors approved (by the Tender committee) , having met the specific conditions and requirements of the first sub-stage, as well with regard to delivery schedule, shall submit their price proposals for the relevant scope of supply. Submission of price proposals shall be made following a request made by IEC and according to the instructions set forth in the request, including the date of submission, the manner of submission and the like, all in accordance with that stated in the request.

- F. Offerors shall not be entitled to submit any technical data or otherwise, except for the price proposed, bank guarantee (where relevant), a statement regarding compliance with competition law, and no price coordination, a request to receive Preference to Israeli Manufactured Goods, and the documents referring to Mandatory Industrial Cooperation Israeli Preference (where relevant) all in accordance with that stated in the request.
- G. At the end of the pricing stage, IEC shall issue an award notice to the offeror awarded the Order/Agreement (and a notice to the offerors who were not awarded the Order/Agreement, that they were not awarded it) and shall send the offeror awarded the Order/Agreement, an invitation for the first contract period or order.
The award of the winning offeror shall be made according to the procedure's provisions as well as the provisions referring to the comparison of prices, the election of proposals, division of proposals where relevant etc. Also, in deciding the awarded proposal, IEC reserves the right to consider sources of supply (Geographic spread). Evaluation shall be made for each Substation / Switch station separately, so enabling division of award for each one.
- H. Thereafter, the next and all other Price proposals issued within the Framework Agreement, shall be for said specific order/s, for the goods / services therein.

6. ADDITIONAL COMPETITIVE PROCEDURE IN ACCORDANCE WITH MANDATORY TENDER REGULATION NUMBER 17E (RELEVANT ONLY TO THE PRICING/ COMPETITIVE STAGE)

N/A

7. EVOLVING COMPUTERIZED ON-LINE PRICING STAGE IN ACCORDANCE WITH MANDATORY TENDER REGULATION NUMBER 19D

N/A

8. 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=M%2fQ8qvsb36CJE5SWN4Twdq%3d%3d>

to the Electronic Bidding Box, Sourcingvision 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. IEC shall be entitled to offer an Offeror who failed to submit together with its offer an approval, permit, license or any other document required in the purchasing process and/or if the Offeror failed to sign any the purchasing process documents, to complete such documents or sign the document within the time period set by IEC.
- 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 purchasing process) as the party authorized by the Offeror to sign this document and the Offeror will be bound by it.

8.1 DEADLINE FOR SUBMISSION OF PROPOSALS

- A. The deadline for submission of proposals shall be the final day of submission until 11:00 am.
DATE: **June 7, 2026**
- B. IEC may, at its discretion, postpone the deadline for submission of the proposals, at any time prior to the opening of the E-box with Framework Procedure's proposals. However, IEC shall be under no obligation to postpone the deadline due to the requests of any participants in the Framework Procedure.
- C. It is Offeror's responsibility to ascertain whether any changes have occurred in the Framework Procedure's 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 Framework Procedure's documents. These may include changes in the legal and commercial terms, such as: quantities, the conduct of the Framework Procedure, time schedule/delivery dates, terms of sale, payment terms, linkage terms (if applicable). All in accordance with IEC's needs and sole discretion.
In such instance, the Framework Procedure's participants will be notified accordingly.

9. THE MANNER IN WHICH PROPOSALS MUST BE SUBMITTED

- 9.1. [reserved](#).
- 9.2. Should the Framework Procedure 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 [RFP](#) 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.
- 9.3. 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.
- 9.4. 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.

10. FEE FOR PARTICIPATION

N/A

11. FRAMEWORK PROCEDURE'S DOCUMENTS

Name	Annexure	Submission in stage -
<u>Invitation to Submit Proposals, including:</u>	(this document)	
- RFP - Offeror Data Sheet	Pg. 27	1 - RFP
- Criteria for technical grading of proposal	Attachment 7	-
- Declaration Regarding the Adherence to Economic Competition Law	Attachment 1	1 - RFP
- Declaration according to the Public Bodies Transactions law – 1976, article 2B [applicable only for Israeli resident]	Attachment 3	1 - RFP
- Declaration according to the Public Bodies Transactions law - 1976, article 2B1 [applicable only for Israeli residents]	Attachment 4	1 - RFP
- Declaration attesting to Absence of Asbestos	Attachment 5	1 - RFP
- "Information from the European Economic Area"	Clause 51	1 - RFP
Form of Frame Agreement	Agreement	-
General Terms and Conditions for purchase of equipment and services for substations, including:	A16	Confirmed in 1 - RFP
Specification no. STR-2013, incl. (not only):		
- Summary of Data	Ann. B	
- Compulsory Requirements	Appendix 14	1 - RFP
- Cyber & Information Security	Appendix 7	
- all other (~25) Appendices		
Threshold conditions	BB	1 - RFP
Scope of Supply and Summary Prices (see inside Spec. no. STR-2013)	C	2 – Prices stage
Guarantees for the due performance of the Contract and for Down Payment	E , F	1 – RFP (signed)
Security Appendix, incl. Personal Security Clearance appendix	K	1 – RFP (signed)
Insurance Requirements	L	1 – RFP (signed)
Conditions for the Provisions of Contractors Personnel’s on Site Services	N	1 – RFP (signed)
Preference for Israeli Manufactured Products (where relevant for Bidder)	P	2 – Prices stage
Delivery Shipping and Handling	R	-
Safety conditions for Work at IEC's premises	S	1 – RFP (signed)
Mandatory Industrial Cooperation	U (ICA Appendix)	2 – Prices stage
Offerors consent to terms and conditions	W	1 – RFP (signed)
Financing conditions (for contracts above 5 million \$) [if applicable for Bidder]	X	2 – Prices stage
Potential Banks for Guarantees	Y	1 – RFP (signed)
Special Conditions incl. for Flexible frame contracts/orders	Z	1 – RFP

		(signed)
- Terms for bidding via a bidding E-box	--	-

12. PRELIMINARY/THRESHOLD CONDITIONS AND COMPULSORY REQUIREMENTS:

12.1. Preliminary/Threshold conditions:

As a prerequisite to Offeror's participation in the Framework Procedure, the Offeror is requested to furnish, together with his proposal, documents attesting to the fulfillment of the Preliminary/Threshold conditions, set out in Annexure BB hereto.

At the same time, it is clarified that for the purpose of examining the Offeror's compliance with the preliminary conditions regarding experience and/or previous experience and/or financial turnover volumes in previous years, set for participation in the Framework Procedure (to the extent that such conditions have been set), IEC shall be entitled to take into consideration their existence in another legal entity (other than the Offeror), provided that its entire activity in the subject matter of the Framework Procedure has been transferred to the Offeror, and IEC shall be entitled to relate them to the Offeror, at its sole discretion.

In the aforementioned case, the Offeror will be required to attach the relevant references (for example where a licensed dealer becomes a limited liability company/merger, where the full activity subject of the tender prior to the new incorporation was transferred to the Offeror at the same time as the incorporation, may fall within the scope of the above case).

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

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 45, 46 and 47 below together with its proposal or within 14 days of the submission date of the proposal.

12.2. Compulsory Requirements:

All clauses specifically indicated in the Specification by the symbol "©" are Compulsory Requirements, also set out in Appendix 14 to the Spec.

12.3. IEC shall be entitled, at its sole discretion, to permit an Offeror who did not submit up until the date required above, as the case may be, documents proving compliance with the preliminary/threshold conditions or Compulsory Requirements, to complete these documents up until an additional date shall be determined by the representatives of the technical unit and the RFP/Framework Procedure managers.

IEC shall be entitled to allow such completion, at its sole discretion, **at any stage of the RFP/ Framework Procedure** 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 threshold/preliminary conditions and/or Compulsory Requirements) for the purpose of proving compliance with the preliminary/threshold conditions and/or Compulsory Requirements, provided the completions comply substantially with the requirements of the preliminary/threshold conditions and/or Compulsory Requirements and will relate to the date stated in the preliminary/threshold conditions.

12.4. The Purchaser shall disqualify participants for failure to meet any of the a/m threshold conditions or Compulsory Requirements below, as well as for failure to provide

substantiating documentation.

- 12.5. **General note:** In the event information provided by the Offeror in previous procurement procedure/s and/or tenders is found unreliable, IEC shall consider to prohibit the Offeror from participating in future procurement procedures/tenders.

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

13.1. Evaluation method

In order to determine which proposal/s is/are most advantageous to it, the IEC intends to use the techno-economic evaluation method, with grading of the technical (quality) part, as follows:

- The RFP stage proposals shall be graded according to the non-monetary, non-quantifiable parameters detailed in Attachment 7 (Criteria for technical grading of proposal) giving a "technical" (quality) grade/ score".
Only Offerors whose proposals have been graded with a score of at least 75 in the Framework Procedure / RFP and qualifying as one of the "Offerors included in the Procedure's Pool of Suppliers", will be permitted to participate in the Pricing (competitive) stages to be held from time to time, within the Framework agreement.
Note: In the event, only two proposals or less are graded with score of at least 75, then the minimum score for qualification of approval will be reduced to 70.
- In the second sub-stage of each Pricing (competitive) stage, the monetary value of the price proposals shall be considered in the overall techno-economic evaluation of the proposals, **weighted as 50% of the overall grade/score**. The "technical" (quality) grade/ score" from the RFP stage shall be **weighted as 50% of the overall score**.
- Techno-economic value of Price proposal will be calculated using the following formula:
$$P = Pc * \{We + Wt * (Tmmax / Tm)\}$$
, where:
 - "P" is the final weighted value (price) of proposal in (each) Pricing (competitive) stage
 - "Pc" is the Price of the proposal submitted in (each) Pricing (competitive) stage
 - "We" is the relative weight of the price proposal in (each) Pricing (competitive) stage
 - "Wt" is the relative weight of the "technical" (quality) grade/ score in RFP stage
 - "Tmmax" is the highest "technical" (quality) grade/ score of all proposals in RFP stage
 - "Tm" is "technical" (quality) grade/ score of specific proposal evaluated in RFP stage.

13.2. Criteria

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

- (i) The cost to IEC;
- (ii) The quality of the Goods, equipment
- (iii) The fitness of the Goods, equipment, to IEC's purposes,
- (iv) The reliability, expertise, training and experience of the supplier/ manufacturer/ Offeror;
- (v) IEC's past experience with the Goods, equipment and/or the supplier/manufacturer/ Offeror;
- (vi) IEC's interest in developing alternate sources of supply;
- (vii) The supplier/manufacturer/Offerors 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, the supplier or the manufacturer or the Offeror, which constitutes or may constitute an advantage or a disadvantage to IEC, or its interests.

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

13.4.

- (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 13.3.(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.

13.5. 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 Framework Procedure 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.

13.6. The authorized body making any decisions or awards in any Framework Procedure is IEC's relevant tender committee(s).

13.7. 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 Framework Agreement and/or the Order with him, prior to its termination date, or during the option periods orders 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 Framework Procedure, and without derogating from any claims and/or remedy available to IEC, IEC shall be entitled to the following:

13.7.1. Where the Framework Procedure and /or **pricing stage** as a result of the Framework Procedure 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 Framework Procedure and/or to the pricing stage mentioned above, such proposal shall be disqualified.

13.7.2. The Breaching Offeror shall not be entitled to participate in the Framework Procedure /the pricing stage of the Framework Agreement, provided it is for the purchase of goods, subject of the Cancelled Order/Framework Agreement/Contract, or similar and/or a procedure for the purchase of goods, subject of the Cancelled Order /Framework Agreement/Contract, and such Framework Procedure 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 Framework Procedure , the pricing stage of the Framework Agreement, 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.

13.7.3. Regardless of that mentioned in subparagraph 13.6.2 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 Framework Procedure and/or exercise his award, shall be entitled to attach to its proposal in this framework Procedure", "RFP" or the "Framework Procedure", a request in writing and/or, to approach IEC in writing from the date of the notice of termination of his participation in this Framework 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 RFP or the Framework Procedure.

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.

14. PARTIAL AND ALTERNATIVE PROPOSALS

A. Partial Proposals

In order to be fully qualified as an Offeror included in the Procedure's Pool of Suppliers"), in RFP stage, Offerors must submit proposals for the entire scope of the work/supply as required in RFP documents.

In each specific PRICING (COMPETITIVE) STAGE, Offerors must submit proposals for the entire scope of the work/supply specified in Annexure C.

B. Alternative Proposals

The Offeror shall have the right to submit alternative proposals in the Framework Procedure (RFP) provided such proposals comply with the requirements of the Framework Procedure.

15. 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 Framework Procedure documents.

B. In the event however, that any Exceptions are included in a proposal, 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.

16. IEC'S DISCRETION TO DISQUALIFY

In addition to IEC's right to disqualify proposals under paragraph 15 above, IEC may disqualify any proposal on one or more of the following grounds:

- (i) The supplier/manufacturer/Offeror of the Goods lacks relevant experience, production capability or financial backing, so as to raise a reasonable doubt, concerning the delivery of the Goods, 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 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 do not fit, or is/are not compatible with, IEC's existing facilities, systems, inventories, equipment, standards or training; or
- (v) The Goods s and/or its/their design and/or construction is/are based on outdated, inferior or untested design or technology.
- (vi) The Offeror did not sign the Framework Agreement /Notice or the Order (or the Agreement as applicable) within the time period requested by IEC and if no time was

stated, within a reasonable time from the date the Agreement/Order was sent to the Offeror or within the time period stated by IEC in writing.

17. DIVISION OF THE CONTRACT / ORDER

17.1. 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 Framework Procedure, and another Offeror.

17.2. 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.

17.3. 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.

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

- A. IEC has determined the estimated value for the procurement procedure.
- 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 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/Framework Procedure. 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. IEC shall be entitled to reject any proposal which is:
 - substantially higher or lower or unreasonable in comparison to the estimated value set by IEC or
 - from the price proposed by other Offerors in previous procedures or
 - 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 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.

19. PROPOSAL CURRENCY, ADJUSTMENT (LINKAGE) AND TIME OF EVALUATION OF PRICE PROPOSALS

19.1. 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.

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.

19.2. Price Adjustment:

In this a/m Framework tender, Prices shall be fixed and not subject to any linkage / adjustment.

19.3. Evaluation of Price proposals

19.3.1. 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 [*see also cl. 5c and 13.1 above*]. IEC reserves the right, during the evaluation of the price proposals, to take into consideration the following additional expenses: import, customs, delivery expenses etc.

19.3.2. 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 middle of the delivery period (comprising of the basic contract period + optional contract period), assuming linear deliveries + days of payment.
- Contracts with a fixed delivery date/ milestones: according to delivery dates / milestones + days of payment.

19.3.3. 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.

20. CANCELLATION OF THE FRAMEWORK PROCEDURE

20.1. IEC shall have a right to abort or cancel the Framework Procedure, 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 Framework Procedure or any other 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 Framework Procedure has been improperly or defectively conducted, as to all or part of the participants.
- C. IEC discovers an error or an omission in the Framework Procedure documents and/or in any data, which is relevant to the procurement of the Goods.
- D. IEC finds it necessary or beneficial to update or modify the specification or any other material requirement in the Framework Procedure 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 Framework Procedure.
- 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.

20.2. IEC shall have a right to abort or cancel the Pricing (Competitive) Stage at any time, when:

- A. It is IEC's professional opinion that none of the qualifying offers is reasonably priced.
- B. 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 Framework Procedure) has failed to comply, within reasonable time, with any of the relevant requirements set out in the Framework Procedure documents.

- C. 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.
- D. 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.
- E. There is reasonable doubt, as to whether the Successful Offeror is in a position to fulfill its obligations towards IEC, in a satisfying manner.
- F. 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 Framework Procedure according to the law, IEC shall not be liable to pay any compensation whatsoever to any Offeror, in connection with the cancellation of the Framework Procedure.

21. IEC'S RIGHTS TO NEGOTIATE

A. [Reserved](#).

B. NEGOTIATIONS IN FRAMEWORK PROCEDURE IN ACCORDANCE WITH MANDATORY TENDERS REGULATION NUMBER 7 (WHERE APPLICABLE)

1. IEC will negotiate with all Offerors within the final group of Offerors. The final group of Offerors shall include all those Offerors complying with the conditions of the Framework Procedure, including the threshold conditions/pre-conditions and who have been evaluated with a minimal threshold mark (where such grade has been required).
2. At the completion of the negotiations on such date determined by IEC, each Offeror will be entitled to submit a final proposal into the Tender Box. In the event an Offeror fails to submit a final additional proposal, the first proposal will be considered the final one.
3. After submission of the final proposals, IEC will cease all negotiations with all Offerors. IEC will examine all the proposals submitted (including the first proposals where no additional final proposals were submitted) and will reach a decision.
4. Despite the above, IEC will be entitled to decide not to negotiate with the Offerors in the event any one of these conditions exists:
 - 4.1 If no negotiations have begun with any of the Offerors.
 - 4.2 Where all Offerors agree to waive the submission of the aforesaid proposal, IEC shall be entitled to decide not to accept any additional proposals after negotiating with all the Offerors.
5. Where only one Offeror remains in the group of final Offerors, IEC shall be entitled to negotiate with the Offeror and decide that such Offeror will not have to submit an additional proposal to the tender box, but may submit its proposal in writing, by any

way determined by IEC. method to be determined.

- decide not to negotiate at all.

C. **Reserved.**

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

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

22.2. 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 RFP/Framework Procedure, 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 shall enable the submission of the above even if stated otherwise in the specification.

IEC shall be entitled, at its sole discretion, to permit completion, **at any stage of the RFP/Framework Procedure**, 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 RFP/Framework Procedure), provided the completions comply substantially with the requirements of the RFP/Framework Procedure 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.

22.3. IEC reserves the right to update the RFP/Framework Procedure 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.

22.4. Offerors' request to receive clarification shall be submitted in writing through the Offeror's representative, **no later than 7 days prior** to the last date for submission of proposals by contacting the RFP/Framework Procedure manager (The contact person specified in the beginning of this document).

22.5. 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 Offerors and/or Offeror that have expressed (in writing) their interest to the RFP/Framework Procedure manager, to participate in the RFP/Purchasing Process.

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

23. IECS RIGHT TO WAIVE REQUIREMENTS

IEC may, at any time, waive any requirement, term or condition in the Framework Procedure

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.

24. 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.

25. CONTRACT FORMALIZATION

At the end of the Framework Procedure, IEC shall determine which proposals comply with all the requirements of the Framework Procedure and shall send a Notice to all Offerors who had Technically and commercially Approved Proposals and were included in the Framework Procedure's Pool of Suppliers.

After the pricing stage, the Offeror awarded the Contract 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. In the event the Offeror awarded the Contract wish to advertise that it was awarded the Contract, the content of its proposal and the fact that it was included in IEC's pool of Suppliers, it must notify IEC of this in writing and must coordinate the notice with IEC's contact person.

Without derogating from the confidential articles in this document, an Offeror included in the Pool of Suppliers and/or awarded the Contract, shall not publish or reveal to another any information regarding the Framework Agreement and/or the Order signed (where applicable) following this procedure , as well as the details of the transaction/ and/or details of its proposal to IEC (products, prices, commercial and legal terms, benefits etc..) and details regarding the quantities purchased by IEC from the Order, without receiving IEC's prior written approval. In addition, a Supplier included in the pool of Suppliers, and/or awarded the Order shall not make use of the name or other trademarks of IEC without the prior written approval of IEC's representative.

26. 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.

27. MANDATORY COMMERCIAL COOPERATION

- A. For purposes of this paragraph, the words "Foreign Supplier" shall mean a Supplier of goods/products, 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 the ICA Appendix (Mandatory Industrial

Cooperation) and the applicable regulations.

- C. It is the Supplier's duty to obtain from the Purchaser the most recent edition of the ICA Appendix (Mandatory Industrial Cooperation) and of the form of the " Binding Undertakings by Foreign Suppliers".
- D. The Contractual provisions, set forth in said documents are hereby incorporated by reference, as though set forth in full herein and 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 Annexures 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 the ICA 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 . In such case, IEC will not pay any compensation to an offeror that did not receive The ICA's approval.
- G. An Offer shall be required to submit together with his 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. A "Foreign Offeror", who is awarded a Contract for the supply of goods, equipment, , or work of a value, is required to engage in an "Industrial Commercial Cooperation" activity in Israel and to submit a proper undertaking, in writing, to do so, all in accordance with ICA Appendix (Mandatory Industrial Cooperation) and the applicable regulations.

28. 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 Framework Procedure 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.
5. 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.

29. 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.

30. 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>.

31. RIGHT OF UNSUCCESSFUL OFFERORS TO VIEW THE FRAMEWORK PROCEDURE DOCUMENTS

- (a) Within 30 days of the date of IEC's announcement of its final decision of awarding the Framework Procedure , an Offeror who was not awarded the Order/Contract may, by law, review the protocol of IEC's tender committee awarding the Framework Procedure , 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 Framework Procedure committee's opinion, disclose commercial or professional confidential 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 RFP/**Framework Procedure** 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 51.4 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 shall be disqualified during the technical stage shall receive a notice in regards of his disqualification, and according to his request, shall receive an additional notice in regards of the end of the process, in order for him, if required, to use the right to view the process documents.

32. 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 Framework Agreement award, IEC shall be entitled to either cancel the Framework Procedure, 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 Framework Procedure.
- 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 Framework Procedure.
- 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.

33. THE ESTIMATED VALUE

IEC has estimated the value of the goods to be supplied. In the event that all proposals submitted in any of the price proposals are disadvantageous to IEC compared with the estimate, IEC will be entitled to decide that all the participants in the price proposals who have complied with the price proposals conditions, will submit new and improved proposals, according to paragraph 3 above.

34. OFFERORS CONSENT TO TERMS AND CONDITIONS

By submitting a proposal under the Framework Procedure, Offeror 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 Offeror'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 Offeror, if the undersigned is not the Offeror. (Please fill in full name of Offeror and exact details).

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

35. BANK DETAILS

In the event payment shall take place by way of a direct bank transfer, the Offeror awarded the Order/Contract, must submit to IEC, details of the Offeror's bank account..

36. RESERVED

37. 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 Framework Procedure, 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 Framework Procedure requirements and only where the newly proposed type complies with the Framework Procedure 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 Framework Procedure, 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 Framework Procedure.

- C. An Offeror who at the time of submitting his proposal, was aware of the fact that a change may occur in his 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 him shall go out of production, is requested to specifically disclose such information in his proposal.
- D. Nothing in this article shall derogate from IEC's rights and authorities including under the instructions of this Framework Procedure/ RFP to update and/or amend at any stage of the Framework Procedure/ RFP and at any time, prior and after the final date for submission of proposals, the instructions of the Framework Procedure/ RFP and/or its annexures and/or the format of the Framework Procedure/ RFP, despite them amounting to changes and circumstances, not covered under this article.

38. RETURN OF FAULTY GOODS

Without derogating from IEC's rights, provided to it by law and the provisions of this **Framework Procedure** (in addition to IEC's right to demand the replacement or repair of the Goods or to purchase alternative Goods and request the Supplier to bear the cost of the repair or the difference), in the event the Goods fail to pass successfully the acceptance tests, the Supplier shall be requested to remove the defective Goods from IEC's premises, within 7 working days from IEC's written request.

Should the Supplier fail to remove the Goods within the specified seven working days, IEC shall store the defective Goods at its premises and charge the Supplier 15 NIS per meter per month (in the event the defective Goods are stored for a period less than a month, the relative amount) if stored at IEC's open warehouse or 38 NIS per meter, per month (in the event the defective Goods are stored for a period less than a month, the relative amount) if stored at IEC's closed warehouse.

The charges shall be according to its sole discretion, the manner in which the Goods are stored, their availability and IEC's needs. Charges shall begin on the date of IEC's written notice.

In addition to the above stated, IEC shall be entitled, at its sole discretion, to, and without the Supplier having any claim against IEC, to remove the Goods from the site and sell them as waste or destroy them.

IEC shall be entitled to claim compensation from the Supplier for the costs of removing, and/or selling and/or destroying such Goods.

The compensation claimed shall be deducted from any amount due to the Supplier under the order or any other order.

39. USE OF GOODS FOR THIRD PARTIES

Notwithstanding any other article in this document or in the General Terms and Conditions, the Bidder is aware of the fact that IEC may use the Supplier's services and/or works and/or equipment supplied to it by the Supplier, in order to provide services and/or for subsidiaries of IEC (hereinafter referred to as "Third Parties"), 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 Third Parties, and IEC may transmit copies of Supplier's invoices for internal account settling between IEC and Third Parties and any other information required for that purpose. It is hereby clarified, that in these circumstances, the Supplier's liabilities under the Order/Contract shall apply to those Third Parties as well.

40. SAMPLES

N/A

41. APPLICABLE LAW AND JURISDICTION

Israeli law shall govern this Framework Procedure as well as any competition (pricing stage) resulting thereof and Framework Agreements, Orders signed as a result.

The unique jurisdiction for hearing all matters pertaining to this Framework Procedure (as well as pricing and pricing stage/s resulting thereof) and Framework Agreements, Orders signed as a result thereof, and any claim or cause resulting thereof, shall be the competent court in Tel Aviv.

42. RESERVED

43. RESERVED

44. 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 Framework Procedure and/or any other Framework Procedure and/or any Contract/Order entered into between the Offeror and IEC.

Without derogating from the abovementioned, the Offeror hereby undertakes to provide 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 company's first request, should such request be made.

45. 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)].**

- 45.1. In Contracts/Orders exceeding 400,000NIS the Offeror is requested, to submit a declaration in the attached format, attachment 3.
- 45.2. 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.
- 45.3. 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").
- 45.4. 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.

46. 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)].**

- 46.1. Violation of the Minimum Wage Law, 1987 (hereinafter: "the Minimum Wage Law") by the supplier towards his employees, in respect of works or services that are part of the Contract/Order, shall be considered as a violation of the Contract/Order.
- 46.2. 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.
- 46.3. In a Contract/Order exceeding 400,000 NIS, the Offeror shall attach a declaration according to the attached format, attachment 3.
- 46.4. 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.

47. 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)].**

- 47.1. An Offeror shall attach a declaration according to the attached format, attachment 4.
- 47.2. 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.

48. ABSENCE OF CONFLICT OF INTEREST

IEC shall be entitled not to permit an Offeror to participate in the Tender, RFP, Purchasing Process and/or not accept a proposal if there is in its participation a conflict of interest.

In addition to that stated above, IEC shall have the discretion to decide whether a direct or indirect connection of the Offeror or anyone on its behalf, to the Tender, RFP, Purchasing Process, or the matter involved, there is a conflict of interest.

In addition, the Offeror is aware of the fact that the during the term of the Tender, RFP, Purchasing Process and during the Order/Contract period he and/or its managers and/or anyone employed on its behalf shall not be held in conflict of interest regarding the services subject of the Tender, RFP, Purchasing Process.

The Offeror shall notify IEC regarding any concern of this type of conflict of interest.

Prevention of fear of the existence of a conflict of interest

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.

Without derogating from that stated above, the Offeror did not deliver the goods, either by himself or through his employee, if any of them is a relative of IEC's employee and the employee belongs to the unit that supervises the supplier or is in direct contact with him, except with the prior written consent of IEC.

The Offeror will report in writing to IEC where doubt arises regarding the existence of a fear of such conflict of interest.

Relative shall have the meaning ascribed to it in the Government Companies Regulations (Rules Concerning the Employment of Relatives)- 2005

The Offeror undertakes to notify IEC immediately regarding any matter or subject in respect of which there is a personal interest and/or raises a concern of any defect in connection with this Order/Contract.

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.

49. RESERVED

50. OFFERORS' TOUR/ CONVENTION

N/A

51. THE OBLIGATION OF INFORMATION ACCURACY AND DUTY OF NOTIFICATION

Information from the European Economic Area, as defined below, to be attached to the offeror's proposal will be created as a separate and distinct file from the other proposal documents. It should be noted in the title of the file as "Information from the European Economic Area". It will be clarified that IEC will not be responsible for information that will not be included in the aforementioned file and full responsibility according to the privacy protection regulations (instructions regarding information transferred to Israel from the European Economic Area) 2023-2023 will be placed on the Offeror.

51.1. 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.

51.2. 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.

51.3. 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*

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.	

- 51.4. 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 31 above. In the aforementioned case, a notification will be given to the Supplier who will require the Information Subject to be updated.

Framework Procedure No. 104021500
Offeror Data Sheet*

We hereby submit our proposal in connection with your Framework Procedure 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 no: _____

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 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/ 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:

<u>Date</u>	<u>Name</u>	<u>I.D</u>	<u>Signature+ Stamp</u>
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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 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 חלוט/ים, המרשיע/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 חלוט/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" - במרכז-המועד האחרון להגשת הצעות במכרז; בהליך- המועד בו הוגשה ההצעה להליך.
5. 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 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 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.
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 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 וחותמת עורך הדין

Attachment 5

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