



**Procurement Division
Operation and Logistics**

Purchasing process No.: 103217990
Subject: potable CT and PT testers
Specification No.: 307-05-2021
Tender Manager: Shirley Goz

INVITATION TO SUBMIT PROPOSALS
Version – 20.04.2021

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

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

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

1. DESCRIPTION OF GOODS AND/OR SERVICES

IEC intends to purchase the following Goods and/or Services: potable CT and PT testers, as listed in Annexure "C", and as more fully described in the specifications (Annexure "B") attached herewith.

Where applicable the scope of work includes design, development, factory tests and packing of goods before delivery, and also services for training, supervision of erection & commissioning, and supply of spare parts and special tools.

2. CONDUCT OF THE PURCHASE

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

- a public tender
- a limited tender (paragraph 17B below)
- a closed/selective tender
- an evolving on-line computerized tender (paragraph 3E below)
- an additional competitive procedure (paragraph 3D below)
- a tender where the suppliers' ranking shall be taken into consideration (paragraph 35 below)

Subject to the mandatory Tenders Regulations 5753-1993, - new Amended edition as of February

2009 (hereinafter: the **Regulations**).

_____ 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.

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

3. ORDER OF THE PURCHASE

A. The Purchasing Process will be conducted in (as marked with an X, below):

_____ a single stage

 X two stages

 X Preliminary selection/sorting stage (Regulation 17(c) of the Mandatory Tenders Regulations)

B. When the Purchasing Process is conducted in two stages, the process shall be conducted in the following manner:

(i) In stage 1 (the " preliminary examination stage"), Offerors are required to submit their technical and commercial proposals, excluding prices, along with all the documents, records, annexures, questionnaires and other things, required in the specification, or elsewhere in the Purchasing Process documents.

The term "Offeror" shall mean all entities, submitting their proposals under the Purchasing Process. Where required, the documents must be filled in and/or signed.

(ii) IEC will examine the technical/commercial proposal and may request clarifications from Offerors in respect of any item contained therein, including possible modifications thereto and, in doing so, reserves the right to issue amendments to the tender/inquiry documents. Such amendments may contain requirements more or less stringent than those originally requested. In case amendments are effected, Offerors will be required to update and submit their revised technical/ commercial proposals (without prices) to IEC. Such proposals shall comply with the revised tender/inquiry documents, without exceptions, as far as possible, so that they may be better evaluated on a common basis. Where prices have been included in any stage 1 proposal, IEC shall disregard such prices.

(iii) IEC shall have a right to disqualify a proposal, at its discretion, on technical and/or commercial grounds. An Offeror, whose proposal is disqualified in the course of stage 1, will not be permitted to partake in stage 2.

(iv) In stage 2, Offerors, whose technical/commercial proposals have been approved by IEC during stage 1, will be invited to submit their price proposals, subject to such terms and conditions as will be set forth in the invitation to submit prices.

In stage 2, Offerors shall only submit their prices. Offerors shall not be permitted to submit any technical or commercial information (other than where specifically requested to provide further technical clarification) and shall not include any further technical, commercial or legal exceptions. In the event such exceptions are submitted, IEC shall be entitled to disqualify the proposal.

- (v) IEC shall have a right to modify, amend or complement any term, requirement or condition, including quantities, delivery schedule and payment terms set forth in the tender/inquiry documents, at any time prior to the deadline for submission of price proposals.
 - (vi) IEC hereby clarifies that the delivery schedule dates stated in the tender/inquiry documents are minimum dates. IEC shall be entitled to amend the delivery schedule by adding additional dates all in accordance with operational considerations and inventory management.
 - (vii) The invitation of an Offeror to participate in stage 2 shall not deprive IEC of the right to disqualify such Offeror's proposal in the course of stage 2, if IEC discovers, that the proposal should have been disqualified for technical, or other reasons, during stage 1.
- C. When the purchase is conducted in a single stage, Offerors are required to submit their technical and commercial proposals, along with their price proposal and all the documents, records, annexures, questionnaires and other things, which are required in the specification or elsewhere in the tender/inquiry documents, duly filled in and/or signed (as required).
- D. When the purchase is conducted in a Preliminary Selection/Sorting Stage, the process will be administered in two stages as follows:
- N/A
- E. ADDITIONAL COMPETITIVE PROCEDURE IN ACCORDANCE WITH MANDATORY TENDER REGULATION NUMBER 17E
- N/A
- F. EVOLVING COMPUTERIZED ON-LINE TENDER IN ACCORDANCE WITH MANDATORY TENDER REGULATION NUMBER 19D
- N/A

4. PLACE FOR SUBMISSION OF PROPOSALS

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

Please note, prior to submitting your proposal, you are required to receive an invitation to the system, Receipt of the invitation is conditional upon filling out a registration form that is part of the Electronic Bidding Box Annexure, sending it to the Tender Coordinator or to Mashik's call center and completing the registration to the system accordingly

- 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.

4.1 DEADLINE FOR SUBMISSION OF PROPOSALS

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

DATE: MAY 23rd, 2021.

NO PROPOSALS MAY BE SUBMITTED ON SATURDAYS OR ISRAELI PUBLIC HOLIDAYS.

- B. When the purchase is conducted in a single stage, said deadline applies to the submission of the technical/commercial proposals, as well as the price proposal.
When the purchase is conducted in two stages, said deadline applies to submission of the technical/commercial proposals, while the deadline for submission of the price proposal will be notified at a later stage.
- C. IEC may, at its discretion, postpone the deadline for submission of the proposals, at any time prior to the opening of the tender/inquiry envelopes. However, IEC shall be under no obligation to postpone the deadline due to the requests of any participants in the tender or inquiry.
- D. The above requirements are not applicable to On-line purchasing procedures as specified in Clause 3.E. above.
- E. IEC hereby announces that changes may be made in the tender documents until Thursday, the nearest day to the deadline that was scheduled for submission of proposals, at 12:00am.

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

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

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

- F. Please note that Offerors participating in the Purchasing Process may request a different delivery date to that specified by IEC.
- G. The final delivery date shall be determined by IEC prior to proceeding to the second stage of the purchasing process and shall be subject to IEC's discretion all in accordance with IEC's needs.
- H. Please note that the entrance to IEC's premises is subject to the Offeror undergoing, a routine security check which may delay his entrance to IEC's premises, and thereby delay the submission of the proposal. IEC will not accept claims that due to the security check, proposals were not submitted on time. Due to the abovementioned, IEC recommends its Offerors to submit their proposals in advance and not wait until the final date for submission.

5. THE MANNER IN WHICH PROPOSALS MUST BE SUBMITTED

- 5.1. Unless specifically stated otherwise, the Offeror shall be entitled to elect whether to submit his proposal to all or part of the sections listed, as well as submit alternatives to the different items proposed.
- 5.2. Should the Tender/Inquiry documents state that the Offeror is requested to submit a proposal to all sections listed and the Offeror omits to submit a proposal to one of the sections approved during the technical stage, IEC shall, when comparing the price proposals submitted by the offerors, list the highest price proposal submitted by the other offerors to that specific section. However, should such Offeror be awarded the Order/Contract, IEC shall pay the Offeror the lowest price submitted for that item.
- 5.3. In addition, where a single proposal has been submitted or only one proposal shall remain, when comparing prices and for the purpose of the Tender/Inquiry, (provided the Offeror shall be awarded the Tender/Inquiry), IEC shall take into consideration the price of IEC's internal estimate for this item, including the average percentage deviation from the estimate of the remaining items in his proposal.
- 5.4. Should the Offeror awarded the Order/Contract omit to submit a price proposal to an item and/or an option, that was specifically regarded as an item/option which will not be taken into consideration when comparing prices, the price to be paid by IEC for such item shall be the lowest price submitted by other offerors.
- 5.5. In the event the Offeror is requested to submit prices for: (i) a single item; and (ii) the total amount of units of that specific item (the price submitted for a single item multiplied by the amount of units) and a discrepancy is found between the following: the price submitted by the Offeror for a single item and the price found for a single item after dividing the price proposed by the Offeror for the total amount of units of that specific item, by the total amount of units of that specific item. The price to be determined for the purposes of comparison, (and for the order, should the Offeror be awarded the Order/Contract) shall be the unit price.
- 5.6. In any event, IEC reserves the right to disqualify a proposal that was not submitted in accordance with the above.

6. RESERVED

7. TENDER/INQUIRY DOCUMENTS

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

Name	Annexure	When to be submitted
Invitation To Submit Proposals, including: - RFP- Offeror Data Sheet - Declaration Regarding the Adherence to Economic Competition Law - Supplier's banking details other attachments/annexures - Declaration according to the Public Bodies Transactions law - 1976, article 2B [applicable only for Israeli residents, [in accordance with the term's definition in the Income Tax Ordinance (New Version)]] - Declaration according to the Public Bodies Transactions law - 1976, article 2B1 [applicable only for Israeli residents, [in accordance with the term's definition in the Income Tax Ordinance (New Version)]] - General Conditions for Safety at Work At IEC's premises	(this document) Pg. 43 Attachment 1 Attachment 2 Attachment 3 Attachment 4	Technical stage (first stage)

	S	
General Terms and Conditions for Purchase of Goods	A (Pg. 25)	Technical stage (first stage)
Specification no. 307-05-2021	B (attached separately)	Technical stage (first stage)
Threshold Conditions.	BB (Pg. 37)	Technical stage (first stage)
Summary of Prices, which, when completed by the Offeror (at the second stage) , will constitute a part of its Price proposal.	C (attached separately)	Commercial stage (second stage)
Special Conditions (application of Annexure "Z").	D (Pg. 38)	Technical stage (first stage)
Form of irrevocable letter of credit for performance and Performance Bond (from Israeli Banks or Israeli insurance companies).	E (attached separately)	Technical stage (first stage)
Security	K (attached separately)	Technical stage (first stage)
Preference for Israeli Manufactured Products	P(attached separately)	Commercial stage (second stage)
Delivery Shipping and Handling	R(attached separately)	Technical stage (first stage)
Offerors consent to terms and conditions	W (Pg. 52)	Technical stage (first stage)
Potential Banks for Guarantees	Y (attached separately)	Technical stage (first stage)
Offeror's Affidavit on Business License for Transport according to Item 8.3B of the Business Licensing Order, 5728-1968	Business License	

All the above shall be relevant only where the Tender or Inquiry is classified as a **two stage Tender/Inquiry**.

In a single stage Tender/Inquiry, all relevant documents above, must be submitted together on the date of submission of proposals.

8. PRELIMINARY/THRESHOLD CONDITIONS:

As a prerequisite to Offeror's participation in the Tender, the Offeror is requested to furnish, together with his proposal (when the purchase is conducted in two stages with his first stage proposal), samples and/or documents attesting to the fulfillment of the Preliminary/Threshold conditions, set out in Annexure BB hereto.

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.

Notwithstanding that stated in Article 1 of the Environmental Annexure, for purposes of transport, the Offeror or its behalf holds a business license for general transport according to Item 10.10D the Business Licensing Order, 5728-1968 to the extent required, in relation to the location at which the primary activity of the Offeror is conducted or, according to the Offeror's affidavit, pursuant to the position of the relevant local authority, the Offeror or its behalf, as the case may be, is not required to hold a business license according to Item 10.10D the Business Licensing Order, 5728-1968.

Alternatively, the Offeror undertakes that if it is awarded the Tender, it will engage with a transporter that meets all requirements of the law, including the requirements of the Business Licensing Order, 5728-1968.

For the purpose of proving the fulfillment by the Offeror or its behalf of this condition, the Offeror must enclose to its proposal a copy of a business license that is valid as of the deadline for submission of proposals or, alternatively, if the business does not require a license pursuant to the aforesaid item, the Offeror must enclose to its proposal an affidavit according to the format enclosed as Annexure Business License of the tender documents.

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

9.1. Criteria

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

- (i) The cost to IEC;
- (ii) The quality of the Goods, equipment or services;
- (iii) The fitness of the Goods, equipment, or services to IEC's purposes, and/or facilities, and/or systems and/or training and/or existing inventories;
- (iv) The reliability, expertise, training and experience of the supplier/manufacturer/Offeror;
- (v) IEC's past experience with the Goods and/or Services, equipment and/or the supplier/manufacturer/Offeror;
- (vi) IEC's interest in developing alternate sources of supply;
- (vii) The supplier/manufacturer/Offerors production and service capabilities, as well as its ability to meet the required schedule of delivery;
- (viii) The supplier/manufacturer/Offerors financial condition and its ability to fulfill a long term warranty.
- (ix) The inclusion in the proposal of any exceptions, qualifications, modifications or additions to the terms and conditions set forth in the RFP documents (without restricting IEC's right to disqualify the proposal altogether).
- (x) Where relevant under Israeli Law, compliance with labor law stipulations regarding employees' rights, including a report or an audit in this regard to the effect that Offeror has not acted contrary to labor law, issued by a government office or government body which has had contractual dealings with the Offeror during three years preceding the final submission date for the proposal.
- (xi) Any other factor, concerning, among others, the Goods and/or Services, the supplier or the manufacturer or the Offeror, which constitutes or may constitute an advantage or a disadvantage to IEC, or its interests.

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

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

- (i) Where the Offeror awarded the Order/Contract has withdrawn or amended his proposal after the award by IEC;
- (ii) the Offeror has refused or failed to sign the Order/contract;
- (iii) the Offeror fails to comply with the provisions of the Order/Contract

including inter alia;

- where the Offeror is required to supply IEC with a sample or prototype of the Goods and/or Services and has failed to do so or where the said sample or prototype is unacceptable to IEC.

- IEC has reasonable doubt that the Offeror is unable to comply with the time schedules specified in the Contract/Order.

(iv) IEC has received information pertaining to the Offeror or the proposal which would otherwise have led to IEC's disqualification of the proposal had such information been known to IEC at the time of making the award.

(v) IEC, in its discretion has elected to cancel the award due to erroneous evaluation of the proposal by IEC or for any other reason within the interests of IEC.

(b) For purposes of clarification, in the event an Offeror has received a notification that its proposal has not been accepted, such notification shall not affect IEC's right to award the Order/Contract to the Offeror who has submitted the next most suitable proposal.

(c) In the case of those circumstances detailed in subparagraphs 9.3.(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.

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

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

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

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

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

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

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

- 9.6.3. Regardless of that mentioned in subparagraph 9.6.2 above, a Breaching Offeror who is of the opinion that despite the Cancellation of the Order with him, should have been entitled to participate in the Purchasing Process and/or exercise his award, shall be entitled, to approach IEC and address his reasons in writing, no later than seven (7) calendar days from publication of the procedure, or notice of termination of his participation in this procedure, or cancellation of his award, as applicable. The Offeror's claims will be heard by IEC and a written notice of IEC's decision will be provided to him.

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

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

10. PARTIAL AND ALTERNATIVE PROPOSALS

A. Partial Proposals

- a. When requesting proposals with reference to a list of separate items, proposals need not refer to all such items, and may, instead, refer only to some of the items, unless otherwise indicated.
- b. In selecting the successful proposal, IEC may prefer a proposal, which refers to a larger number of items on the list, or, which is more advantageous as to a larger number of items, over a proposal which refers only to a fewer number of the items, or which is more advantageous as to a fewer items.

B. Alternative Proposals

The Offeror shall have the right to submit alternative proposals in any tender/inquiry provided such proposals comply with the requirements of the tender/inquiry.

11. EXCEPTIONS, QUALIFICATIONS AND ADDITIONS

- A. IEC strongly urges Offerors not to submit or include in their proposals any qualifications, modifications, deletion, additions or substitutions (hereinafter jointly referred to as: "**Exceptions**") to the terms, conditions and requirements, set forth in the tender/inquiry documents.
- B. In the event ,however ,that any Exceptions 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) 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.
- C. Without derogating from the above-mentioned, it is hereby clarified that there shall be only one "round" for the purpose of removing the Exceptions and/or reaching a common ground. If a common ground shall not be achieved in a period that will be determined by IEC, Offeror's proposal may be disqualified.

12. IEC'S DISCRETION TO DISQUALIFY

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

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

13. DIVISION OF THE CONTRACT / ORDER

- 13.1. IEC shall be entitled, at its sole discretion, to divide the award and the Order among several Offerors. Where IEC decides to do so, it shall, at its sole discretion and according to its needs, divide the award between an Offeror whose proposal was rated as most advantageous to IEC, according to the standards set forth in the Tender, and another Offeror.
- 13.2. Where IEC decides to divide the award among several Offerors, IEC shall be entitled to condition the award of any portion, provided that the Offeror, whose offer is inferior, improves its proposal in relation to the most advantageous proposal, or alternatively, reduces its proposal in such a way that the Offeror whose proposal is most expensive, shall receive the same weighted grade as the Offeror who submitted the lowest proposal.

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

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

- A. IEC has determined the estimated value for the RFP/Purchasing Process.
- B. IEC shall have a right not to accept any price proposal, unreasonably higher or lower

than IEC's price estimate and/or the price, which appears to IEC as a reasonable and fair price, under the circumstances.

- C. Where all proposals submitted are disadvantageous to IEC in comparison to the estimated value, IEC shall be entitled, to request all Offerors who complied with the procedure requirements including the preliminary conditions, to submit an additional, more advantageous proposal. The abovementioned shall not derogate from IEC's right to cancel the procedure. An Offeror that shall not submit an additional more advantageous proposal, its initial proposal shall be regarded as its final proposal for the RFP/Purchasing Process. In addition, where an Offeror shall submit an additional proposal which is not more advantageous to IEC in comparison to its first proposal, IEC shall consider the Offeror's initial proposal only.

- D. 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 and/or Services 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.

- G. Where a single proposal has been submitted or a single proposal remains in a public tender comprising of a Preliminary Selection/Sorting Stage or two stage, IEC shall be entitled, , at its sole discretion and prior to proceeding to the pricing stage or opening the proposals, to decide on any of the following: cancel the tender and issue a new tender, or to issue an inquiry (exemption from tender) should IEC be of the opinion that a new tender would not be beneficial to IEC.

- H. Where a single proposal has been submitted in a closed tender, IEC shall not accept such single proposal and shall issue a new tender unless IEC is of the opinion that a new tender would not be beneficial to IEC.

- I. If, in the event of any inquiry (exemption from tender), a single proposal has been submitted, or results from disqualification or rejection of all other proposals in the inquiry, IEC shall not be obliged to accept such single proposal but shall be entitled to approach other Offerors (as well as the Offeror who has submitted the single proposal) in an additional process for receiving proposals.

15. TIME OF EVALUATION OF PRICE PROPOSALS

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. IEC reserves the right, during the evaluation of the price proposals, to take into consideration the following additional expenses: import, customs, delivery expenses etc.

Technical part percentage: 0%

Commercial part percentage 100%

15.1. **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.

15.2. **Capitalization of price proposals:**

- 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).

15.3. Capitalization rates:

Capitalization rates will be sent to the offerors prior the date for submission of proposals.

16. **CANCELLATION OF THE PURCHASING PROCESS**

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

- A. All the proposals are unsatisfactory to IEC and IEC has reason to believe that issuance of a new Purchasing Process may solicit proposal/s, which is/are more advantageous to IEC.
- B. There are reasonable grounds to believe that the administration of the Purchasing Process has been improperly or defectively conducted, as to all or part of the participants.
- C. IEC discovers an error or an omission in the Purchasing Process documents and/or in any data, which is relevant to the procurement of the Goods and/or Services.
- D. IEC finds it necessary or beneficial to update or modify the specification or any other material requirement in the Purchasing Process documents.
- E. There is a change of circumstances, including a change in fiscal or budgetary circumstances, or a change in IEC's needs or priorities, which warrants, in IEC's opinion, the cancellation of the procurement.

- F. There are grounds to suspect that some or all of the offers have been coordinated, or that some of the Offerors have joint interests or have, otherwise, acted illegally or improperly.
- G. It is IEC's professional opinion that none of the qualifying offers is reasonably priced.
- H. The Successful Offeror (the "Successful Offeror shall mean the Offeror, whose Offer has been chosen by IEC's Tender Committee as the most beneficial to it under the Purchasing Process) has failed to comply, within reasonable time, with any of the relevant requirements set out in the Purchasing Process documents.
- I. The Successful Offeror has failed to countersign, within the time, prescribed by IEC or, in the absence thereof, within a reasonable time, the Order/s and/or the contract issued by IEC.
- J. IEC tender committee has received information concerning the Offeror, the offer or its content, or any part thereof, that would have prevented the award being given to the Offer, had such information been known to the Tender committee, earlier.
- K. There is reasonable doubt, as to whether the Successful Offeror is in a position to fulfill its obligations towards IEC, in a satisfying manner.
- L. Any other reason, justifying in law the cancellation of the award.

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

17. IEC'S RIGHTS TO NEGOTIATE

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

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

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

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

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

- 18.1. IEC reserves the right to approach the Offerors to receive clarifications and any technical, management and commercial information (excluding prices).
- 18.2. 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 under the Tender/Purchasing Process, or did not sign a document part of its proposal documents, to complete its submission to IEC and/or its signature within the time period set forth by IEC.

IEC may not consider a proposal that was not submitted with all the required documents signed and completed as required, and/or an offer that IEC requested the Offeror to complete documents for within a specified time period, and the Offeror failed to do so in a timely manner. IEC shall enable the submission of the above even if stated otherwise in the specification.

- 18.3. IEC reserves the right to update the RFP/Purchasing Process documents at any stage as well as update the legal and commercial terms: quantities, time table/ delivery dates, incoterms, payment terms and linkage, thing all in accordance with IEC's needs and sole discretion.
- 18.4. Offerors' request to receive clarification shall be submitted in writing through the Offeror's representative, no later than the following date __[REDACTED]__ by contacting the Tender, Purchasing Process manager (The contact person specified in the beginning of this document).
- 18.5. 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/Purchasing Process manager , to participate in the RFP/Purchasing Process.

19. IECS RIGHT TO WAIVE REQUIREMENTS

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

20. GOVERNMENTAL APPROVALS

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

21. CONTRACT FORMALIZATION

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

1. In order to expedite the project, following notification of award, but prior to the formal execution of the Order/Contract, IEC may by way of a NTP instruct the Offeror to proceed and the Offeror shall be obliged to supply the Goods and/or Services. In such case, the delivery dates shall be calculated from the date of issue of the NTP and any down/advance payment due to the Offeror shall be made based on the NTP and upon receipt by IEC of an advance/down payment guarantee.

2. Notwithstanding anything stated otherwise in the Tender Documents, until the Order/Contract is formally signed by IEC and issued to the Offeror, the NTP shall govern the supply of the Goods and/or Services by the Offeror and the terms and conditions applicable to said Goods and/or Services, will be as stated in the Tender Documents, including the Agreement (if any) and the General Conditions, mutually agreed at the time of issue of the NTP.

22. PREFERENCE TO ISRAELI MANUFACTURED GOODS

Offerors of Israeli manufactured goods/products may be entitled to preference in the evaluation of any tender. Such preference may be given in two main instances:

- (a) When the value of the goods/products is less than 355,000 SDR (\$ 498,000); or
- (b) When the goods/products consist of cables (H.S 8544), transformers (H.S. 8504) disconnectors and switches (H.S. 8535 - 8537) electric motors (H.S. 85012099, 85015299, 85015199, 85015290, 85014099, 85015390); , irrespective of the value of the supplies. 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. As used herein, the words "Israeli manufactured goods/products" shall mean goods or products, manufactured in Israel or in zone, by a manufacturer, who is an Israeli citizen, or a permanent resident of Israel, or a corporate entity, registered in Israel, provided that the Israeli contents in such goods/products equals or exceeds 35% of the price of the proposal.

23. RESERVED

24. JOINT PROPOSAL

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

requirements:

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

25. ANTI DUMPING LEVY

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

26. IMPROPRIETY

- (a) In addition to the obligations and restrictions imposed on it by law, the Offeror hereby undertakes to act, during contractual proceedings of the Purchaser and/or any Contract and/or Order resulting thereof, in accordance with the provisions of law, *inter alia* the provisions of Competition Law, Securities Law, Bribery and Corruption (in particular Articles 290-297 of

the Penal Law 5777- 1977, Anti Money Laundering Law, 2001 (hereinafter referred to as: "**The Relevant Provisions of the Law on Bribery and Corruption**")

- i) that the Seller shall not offer, promise to give, give, authorize, solicit, accept or promise to accept any undue pecuniary or other advantage, in order to influence, directly or indirectly, a governmental official (including but not limited to the Purchaser (IEC) or any of its officers or employees, or any other company that is considered to be a "governmental entity" according to Israeli law), either in Israel or abroad, to act, to omit to act, to expedite a process, to preference or to discriminate, which would result in a business advantage in the Purchaser's favor and/or in the favor of the person/entity making the offer, in violation of any relevant anti-bribery and anti-corruption laws. Such relevant laws would include, but not be limited to, the Israeli Penal Code 5737-1977, the United States' Foreign Corrupt Practices Act 1977 and the United Kingdom's Bribery Act 2010 ("**Relevant Anti-Corruption Laws**");
- ii) that the Seller shall neither directly nor indirectly offer and/or give and/or receive any benefit and/or funds and/or anything of value in order to influence, directly and/or indirectly, the decision and/or action and/or inaction of Purchaser or of an officer of Purchaser and/or an employee of Purchaser and/or any person on the behalf of Purchaser and/or any other persons, in connection with the Contract/Order, which could be in breach of the Relevant Anti-Corruption Laws;
- iii) that the Seller shall neither directly nor indirectly solicit and/or co-operate with any officer of Purchaser and/or employee of Purchaser and/or any person on the behalf of Purchaser and/or any other persons in order to obtain restricted/confidential information in connection with the Contract/Order;
- iv) that the Seller shall neither directly nor indirectly solicit and/or co-operate with any officer of Purchaser and/or employee of Purchaser and/or any person on the behalf of Purchaser and/or any other person/company/body in order to establish prices in an artificial and/or non-competitive manner or that they have not acted contrary to the provisions of restraint of trade as detailed in the Israeli Anti-Trust Law 5748 - 1988;
- v) subject to clause (c) below, that it is not a Family Member and does not employ or intend to employ for purposes of this Contract/Order, any "Family Member" (as such term is defined in the Israeli Government Corporations Regulations [Rules Pertaining to the Employment of Family Members], 5765-2005) insofar as such employment may be construed as constituting a conflict of interests between the Seller and any officers or employees of Purchaser;
- vi) that the Seller shall neither directly nor indirectly engage in money laundering activities during the course of the Order/Contract.
- vii) that the Seller has not acted and/or is not acting and/or will not act contrary to the provisions of paragraphs (v)-(vii) above in connection with any Contract/Order entered into with the Purchaser and that the Seller has not acted during the last twenty five years prior to the date of submission of the proposal and/or is not acting and/or will not act contrary to the provisions of paragraphs (i)-(iv) above in connection with any Contract/Order entered into with the Purchaser.

In the event the Seller has acted contrary to the above, vis-a-vis the Purchaser (summarized as "Legacy Compliance Matters") the Seller is obliged to describe in a separate document the Legacy Compliance Matters, their current status, sanctions imposed and remedial action taken including, where applicable, any adequate policies and procedures designed to prevent such action.

- viii) additionally, that the Seller has not, including none of its current or former officers or employees (during their engagements as officers or employees with the seller), been

convicted, charged or otherwise deemed in violation of any Relevant Anti-Corruption Laws in the five years prior to the final date of submission of the proposal. In the event that the Seller or anyone acting on its behalf, has been convicted, charged or otherwise deemed in violation of any Relevant Anti-Corruption Laws, such convictions/charges/violations, their current status, penalties imposed and any remedial action taken thereafter (including, where applicable, implementation of any adequate policies and procedures to prevent any further similar violations), shall be disclosed and also included in the Legal Compliance Matters document.

- ix) that throughout the period of any transaction with the Purchaser:
- a. the Seller (not included: affiliates, branches and permanent establishments of the Seller) is not founded in and/or the execution of this Contract/Order is not managed from any of the countries designated as an enemy country and is not otherwise designated as an enemy under the Trading with the Enemy Ordinance 1939.

The meaning ascribed to the terms Seller as referred to in this Article 26(a)(x)(a) only, shall be: corporations parties to this Order/Contract only.

- b. the Seller is not directly, or to the best of the Seller's knowledge, indirectly, subject to any: (1) U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") as such may be from time to time; (2) sanctions administered by Israeli Government Ministries as such may be from time to time, or (3) any sanctions administered by any corresponding authority in any EU member state (the "Other Authorities"), as such may be from time to time.

The Seller hereby undertakes and declares that it shall not engage in any business activities, to the extent that such activities are in violation of sanctions administered by OFAC, Israel and Other Authorities”

- c. The Seller has never been designated as an "unlawful association" or terrorist organization, nor have any of its officers or employees been declared as being involved in, or otherwise affiliated with the financing of designated terrorist activities as designated under Israeli or other relevant jurisdictions' sanctions laws, regulations and ordinances, as they may be updated from time to time.

- x) For purposes of this provision:

- a. the term "Seller" includes the Seller, any of its directors, officers, agents, employees, parent company, first degree subsidiaries, related companies and affiliates.
- b. the terms "Ordinance", "Law" or "Regulation" shall also include subsequent amending legislation as well as subsidiary legislation and regulations.

- (b) In the event of reasonable suspicion that the Seller failed to comply with the provisions of Subarticle (a) above, Purchaser reserves the right, in its exclusive discretion, subject to hearing the seller's claims, to:

- i. exclude it from any other Procurement Procedures regarding to which there is suspicion that the aforesaid action was performed and/or from any other procedure (hereinafter: "the Procurement Procedure"); and/or
- ii. reject its proposal submitted in the procurement Procedure; and/or
- iii. at any time cancel its award in the Procurement Procedure and/or at any time cancel this Contract/Order or any other Contract/Orders entered into with Purchaser.

- (c) In the event the Seller is a Family Member and/or employs a Family Member as

detailed in Article (a)(iv) above, the Seller shall make full disclosure in writing to Purchaser of details of the identity and position held by such employee and no such Family Member shall be in any way connected with the performance of this Contract/Order without receiving the prior written consent of Purchaser.

- d) At the time of submission of the Seller's proposal, the Seller declared and undertook full compliance with the provisions of the Restraint of Anti-Trust Law 5748 – 1988 and/or the instructions of the Commissioner of Restraint of Trade duly appointed by the Minister of Industry, Trade and Employment and the laws pertaining to freedom of contract and competition (including the formation of monopolies, cartels etc.). In the event, such declaration is found to be false, the Purchaser shall have the right to cancel the Order/Contract. In the event the Seller is found to have acted in conflict of interests, at the time of submission of the Seller's proposal, the Purchaser shall be entitled to cancel the Order/Contract.
- (e) The Seller is required to bring the provisions of this Article to the attention of its employees, sub-suppliers, representatives, agents and any person on the behalf thereof that is involved in any manner in the Contract/Order.
- (f) To the extent that the lists available at IEC, reveal that the Offeror's employee/ office holder(1) is related(2) to IEC's office holder, IEC shall be entitled, at its sole discretion, to approach the Offeror, at any stage of the Tender/Procurement procedure and request him to answer questions in this regard.

The Offeror undertakes to cooperate and reply to each question asked and to provide IEC with all requested information in order to enable IEC to examine the issue.

- (1) "Office holder" as defined in the Companies Law- General Manager, Chief Business Officer, Deputy General Manager, any office holder within the company even if his title is different, as well as a Director, or a manager directly subordinate to the General Manager.
- (2) "Relative" as such term is defined in the Companies Law- spouse, brother or sister, parent, grandparents, descendant, as well as the descendant, brother, sister or parent of the spouse or the spouse of any one of these.

27. RIGHT OF UNSUCCESSFUL OFFERORS TO VIEW THE TENDER DOCUMENTS

- (a) Within 30 days of the date of IEC's announcement of its final decision of awarding the tender/inquiry, an Offeror who was not awarded the Order/Contract may, by law, review the protocol of IEC's tender committee awarding the tender/inquiry, correspondence with the Offerors, the professional opinions prepared according to committee's request, the position of the committee's legal counsel and the successful proposal, and receive a copy of these documents, excluding:
- (i) Sections of the decision or successful proposal which may, in the tender committee's opinion, disclose commercial or professional confident information, or affect national security, international relations, the economy or public safety.
- (ii) Legal opinion that was issued as part of legal consultation to IEC's tender committee, including review of alternative courses of action and/or alternative decisions or estimation of legal risks and possibilities arising out of the above mentioned decisions, and possible legal ramifications.
- (b) In light of the Offerors' right to view the Tender documents, an Offeror who objects to

its proposal being disclosed fully or partially due to a trade secret or a professional secret which it considers to be part of its proposal, is required to mark the confidential parts of its proposal. **In addition, the Offeror is required to elaborate on the confidential parts of its proposal, as far as there are such parts, and the reasons therefor (the relevant reasoning must be detailed for each part, and IEC will not accept a general reasoning) in the relevant sections of the Annexure W titled Offerors Consent to Terms and Conditions, attached.**

- (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.
- (d) It is hereby 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 its request, shall receive an additional notice in regards of the end of the process, in order for it, if required, to use the right to view the process documents.

28. VALIDITY OF PROPOSALS

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

the Offeror did not notify IEC that its offer will be terminated after the validity date lapses.

29. THE ESTIMATED VALUE

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

30. OFFERORS CONSENT TO TERMS AND CONDITIONS

By submitting a proposal under the Inquiry/Tender, 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.

31. 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 as specified in Attachment 2, hereto.

32. LETTER OF CREDIT

Please note that where the Offeror wishes to make use of one of the following Incoterms 2010 - DDP, DAT, DAP, CIP, CPT, payment by way of a letter of credit shall not be possible.

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

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

them amounting to changes and circumstances, not covered under this article.

34. RETURN OF FAULTY GOODS

Without derogating from IEC's rights, provided to it by law and the provisions of this procurement 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.

35. USE OF GOODS/SERVICES/WORKS 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 to 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 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.

36. CONTRACTOR/SUPPLIER/SERVICE PROVIDER'S DECLARATION

The Contractor/Supplier/Service Provider (please elect where applicable) hereby undertakes to fully cooperate with every inspection and/or investigation conducted by the company and/or any person on its behalf with regards to the procurement procedure and/or any other procurement procedure and/or any Contract/Order entered into between the Contractor/Supplier/Service Provider (please elect where applicable) and the company.

Without derogating from the abovementioned, the Contractor/Supplier/Service Provider (please elect where applicable) hereby undertakes to provide the company 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.

37. 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)].**

- 37.1. In Contracts/Orders exceeding 400,000NIS the Offeror is requested, to submit a declaration in the attached format, attachment 3.
- 37.2. 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.

- 37.3. 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**").
- 37.4. 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.

38. 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)].**

- 38.1. 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.
- 38.2. 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.
- 38.3. In a Contract/Order exceeding 400,000NIS, the Offeror shall attach a declaration according to the attached format, attachment 3.
- 38.4. 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.

39. 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)].**

- 39.1. An Offeror shall attach a declaration according to the attached format, attachment 4.
- 39.2. 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.

40. APPLICABLE LAW AND JURISDICTION

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

THE ISRAEL ELECTRIC CORPORATION LTD. - ANNEXURE "A"
GENERAL CONDITIONS FOR PURCHASES OF STANDARD GOODS AND/OR
PRODUCTS AND/OR EQUIPMENT
(SHORT VERSION) 11.04.2021

1. DEFINITIONS:

- a) "Contract/Order" - shall mean the order/contract issued or a framework contract comprising of draw orders including any options exercised under any of them, including this annexure and any other attachments or annexures thereto, by which the Purchaser purchases the Goods/Products/Equipment from the Supplier.
- b) "Draw Order" shall mean the draw order issued under the Contract/Order, including this annexure and any other attachments or annexures thereto, by which the Purchaser purchases the Goods/Products/Equipment from the Supplier.
- c) "Goods/Products/Equipment" - shall mean all or part of the goods/products/equipment described in the Order/Contract.
- d) "Purchaser" - shall mean the Israel Electric Corporation Ltd.
- e) "Supplier" shall mean the party, whose offer in the Tender/ RFP has been accepted by the Purchaser.
- f) "Tender/RFP" shall mean the process, by which the Supplier's proposal has been solicited, including any documents attached as part of the Purchaser's invitation to submit/solicit proposals.
- g) Unless otherwise stated in the Order/ contract, all Supplies shall be delivered in accordance with Incoterms 2010 FCA to the place stated in the Order.

2. QUALITY INSPECTION, DELIVERY AND LIQUIDATED DAMAGES:

- a) The Goods/Products/Equipment will be delivered in accordance with the agreed delivery schedule, set forth in the Order/Contract, at the port, airport or the stores/warehouse of Purchaser's forwarder, as set forth in the Order/Contract, or as designated by the Purchaser, as applicable and the price agreed upon includes such delivery.
- b) Where the provisions of the Order/Contract or the specification require that the Goods/ Products/ Equipment be inspected by the Purchaser or its authorized representative(s) prior to delivery, the Supplier shall provide the Purchaser or the representative with access to the Goods/Products/Equipment prior to delivery where the Purchaser has elected to conduct such inspection. Any inspection by the Purchaser shall not release the Supplier from its obligations under the Order/Contract.
- c) Title to the Goods/Products/Equipment shall pass to Purchaser upon delivery of possession, or control over the Goods/Products/Equipment, to Purchaser's representative, at the designated port or location, unless otherwise provided.
- d) Where the value of the Order/Contract is in excess of \$ 20,000 or the equivalent thereto, based on the applicable exchange rate, between the U.S. Dollar and the currency nominated in the Order/Contract, as set out by the Bank of Israel on the first working day prior to the date of issuance of the Order/Contract) and there is/are delays in delivery of more than 10 working days beyond the specified delivery date/s (excluding delay/s for which the Supplier is not liable under the Contract), the Supplier shall pay to the Purchaser, as liquidated damages, one percent (1%) of the Contract/Order value or in the event of a framework contract, one percent (1%) of the applicable draw order issued under the framework contract, per full week of delay, beginning on the first week of delay, provided that the total maximal amount of liquidated damages, payable to the Purchaser, shall not exceed 10% of the total Contract/Order value.

Where the Supplier has been required to supply a sample or prototype or Type Test reports and/or an approval of the Standards Institution of Israel, regarding compliance with the official Israeli standard, prior to delivery of the Goods/Products/Equipment and because of delay in the delivery of the approved sample or prototype or Type Test reports and/or approval of the Standards Institution of Israel, as applicable, delays are caused to the delivery of the Goods/Products/Equipment, liquidated damages shall be claimed from the Supplier for the period commencing from the contractually scheduled delivery date of the sample or prototype or Type Test reports and/or approval of the Standards Institution of Israel, as applicable until the contractually scheduled date of delivery of the

Goods/Products/Equipment in respect of which the prototype or Type Test reports have been requested as follows:

Liquidated damages shall be paid at the rate of one percent (1%) of the Contract/Order value or in the event of a framework contract, one percent (1%) of the applicable draw order issued under the framework contract, per full week of delay - up to a maximum of 10% of the Contract/Order price.

In the event the Supplier previously supplied to IEC an identical product to the Product required and suggested by the Supplier, IEC shall be entitled, at its sole discretion, to revoke its request included in a tender or in a Contract/Order entered into following the tender, to receive a prototype or Type Test reports from the Supplier, provided such request was included in the tender.

Please note the following: should IEC decide to revoke its request that the Supplier submits a sample or a prototype or Type Test reports, the delivery dates set forth in the Tender/RFP documents shall not include the additional days provided to the Supplier for the sample and/or the proto-type.

- e) Said liquidated damages shall be Purchaser's exclusive monetary remedy, in the event of delays in delivery up to a maximum period of ten (10) weeks. Any delay by the Supplier in excess of 10 weeks shall constitute a material breach, whereafter Purchaser shall have the right to avail itself of its remedies under the Contract/Order or the law.
- f) Should it be determined that necessary documents, as mentioned in the tender documents/RFP, are required to be delivered along with the Goods/Products/Equipment, failure to provide and deliver such documents with the aforementioned Goods/Products/Equipment shall be considered as a delay in the delivery date and Supplier will be obliged to pay the determined liquidated damages, as described in sub-article (d) above.
- g) The Supplier shall deliver the Goods/Products and/or Equipment to IEC at its own expense and responsibility to the place of delivery specified in the terms of the contract, during the hours and according to IEC's accepted work procedures and after the delivery date has been approved by IEC.

The Goods/Products and/or Equipment shall be accompanied by three (3) copies of delivery certificates bearing IEC's order and catalogue numbers to which the Goods/Products and/or Equipment refer to.

Delivery will become effective only upon the actual delivery of the Goods/Products and/or Equipment to IEC and receipt

- h) IEC's signature on the Supplier's delivery certificates as confirmation of receipt, shall not constitute notice from IEC and or anyone on its behalf regarding the accuracy of the amount, the quality of the Goods/Products/Equipment to IEC and/or compliance with the terms of the Contract.

3. **SHIPMENT, HANDLING AND BILLING DOCUMENTATION:**

The Supplier shall comply with the following provisions, concerning handling, shipping and invoicing:

- a) Supplier shall make no shipment in advance of the specified/ Contractual delivery/shipping dates, without obtaining Purchaser's prior written approval.
- b) The Goods/Products/Equipment shall be preserved, crated, packed, loaded and braced in good and workmanlike manner, in accordance with the best commercial export practices, to avoid any damage, or spoilage.
- c) No shipment shall be made, except through the Purchaser's freight forwarders, designated in the Order/Contract. In the event no freight forwarder is designated, the Purchaser's Import Manager should be contacted for instructions.
- d) All enclosures in connection with the Goods/Products/Equipment must be sent by Supplier to the Purchaser in triplicate.
- e) When, under the terms of the Order/contract, the Purchaser is responsible for shipping and/or

loading of the Goods/Products/Equipment, the Supplier will give the Purchaser and Purchaser's forwarder a notice, sufficiently in advance, of Goods/Products/Equipment to be ready for delivery, in order to enable the Purchaser or the forwarder to make proper arrangements for loading for and/or shipping. Such notice shall include the number of packages, weights, volumes and values of the packages.

- f) Packing lists shall have a detailed description of all items (consistent with the description set forth in the Order/Contract, or bill of materials, as applicable). Packing lists shall specify weight, measurements, contents of each package/container, Order/Contract number and consecutive number of package).
- g) Components, accessories or materials, not included in the main shipment as a result of an oversight, or the negligence of the Supplier, shall, unless otherwise agreed by the Purchaser, be shipped air freight on the Supplier's account, freight prepaid, accompanied by a no charge invoice, indicating that the Goods/Products/Equipment were billed under Invoice No. "... but not shipped.
- h) Three sets of originally signed and stamped commercial invoices shall be made out in the name of the Purchaser and shall be airmailed to the Purchaser, containing the data, set forth below, as applicable:
 - i. One set of shipping documents (invoice, packing list and Bill of Loading) is to be delivered to the Purchaser's freight forwarder. A copy is to be sent to the purchaser.
 - ii. Purchaser's Order number (the invoice shall relate only to one of Purchaser's Orders and display such number next to the invoice number),
 - iii. Detailed description of the Goods/Products/Equipment (as fully itemized as possible);
 - iv. Quantity of each item in the metric system, weights and measurements;
 - v. The price or value of each component, where possible, or of each shipment, cross referenced to the appropriate paragraph or item in the Order/Contract;
 - vi. Consecutive shipment/consignment number;
 - vii. Package number, gross and net weights and measurement of each package, and the volume of each container;
 - viii. Inland freight, packing and other additional charges if not included in the price;
 - ix. All applicable discounts, cash and/or trade and payments made on account. The final figure must be the NET amount;
 - x. An indication whether the prices shown are EXW, FCA, FAS, FOB, DAP, DAT, DDP, or otherwise, as applicable.
 - xi. Delivery Terms as per Incoterms 2010.
 - xii. The country of origin of the Goods/Products/Equipment;
 - xiii. A signature and attestation in the following manner: "We hereby certify that this invoice is correct and true in all respects and contains a true and full statement of the cost of the Goods/Products/Equipment and all charges thereon. We further declare that the Goods/Products/Equipment are of origin.
 - xiv. A printout of the name and title of the signatory.
 - xv. Three (3) originals and three (3) non-negotiable copies of clean on board Bills of Lading, made out to the order of "The Israel Electric Corporation Ltd., P.O. Box 10, Haifa, Israel," and bearing substantially the following clause: "In view of danger of confiscation, this vessel is not to call at ports and not to enter the territorial waters of Iran, Sudan, Syria, Lebanon, Iraq, Saudi-Arabia, Yemen, Libya or other Arab countries, excepting Egypt and Jordan, prior to unloading in Israel, unless in distress or subject to force majeure", shall be delivered to the Purchaser and further copies to be distributed as per Purchaser's instructions.
- i) If the Goods/Products/Equipment originate in countries, which have a free trade agreement (FTA) with Israel, the certificate of origin shall be accompanied by the proper documentation, allowing the goods to benefit from the FTA's terms.

The following must be submitted unless specifically stated otherwise by IEC:

 - i. For U.S.A. manufacture: starting January 2018, FTA Certificate is not required. Instead, Supplier's Export Declaration stating origin of Goods on the original invoice is to be submitted as follows:

"I, the undersigned, hereby declare that unless otherwise indicated, the goods covered by this document fully comply with the rules of origin and the other provisions of the

Agreement on the Establishment of a Free Trade Area between the Government of Israel and the Government of the United States of America." It should be stated whether supplier is The Exporter or The manufacturer.

The declaration must include tax identification, name, title, e-mail and signature; or

- ii. Original EUR1 Certificate for E.E.C. manufacture; or
 - iii. Supplier's Export Declaration (for European suppliers only) stating origin of Goods on the original invoice up to EUR 6,000; For invoices exceeding EUR 6,000: The declaration may only be used by Suppliers having a customs authorization number. Declaration wording: "The exporter of the products covered by this document (customs authorization no. ...) declares that, except where otherwise indicated, these products are of preferential origin."
The declaration must include name, title, signature, place and date; or
 - iv. In the event that goods are being dispatched from a country other than the place of manufacture, a Non-Manipulation Certificate, signed by local Custom Authorities and Chamber of Commerce, must accompany the relevant original Certificate of Origin. For all /Products/Equipment rated with zero Israeli customs/import duties, the submission of a EUR 1/EUR MED/Exporter's Declaration / FTA is not required.
- j) All shipping documents (invoices, packing lists, and bills of lading) shall be distributed as follows:
- (i) One set for presentation for payment shall be shipped to Purchaser's Accounting Department (the certificate of origin to be a copy);
 - (ii) One set to be delivered to the Purchaser's Import Department of the Procurement Division, Attention "Import Department's Manager", by airfreight, or by courier, so as to arrive at least one week prior to the arrival of the vessel / airline (certificate of origin to be a copy);
 - (iii) One set to be delivered to Purchaser's freight forwarder (against receipt) for onward transmission to Purchaser (with original certificate of origin);
- k) If the customs authorities in Israel determine that the country of origin of the Goods/Products/Equipment is different from the one specified by the Supplier in its original offer, or in the certificate/declaration of origin, or elsewhere, as applicable, or if the Supplier fails to deliver a certificate/declaration of origin, when appropriate, or required and consequently, the Purchaser is required to pay customs in excess of the customs, that the Purchaser would otherwise have been required to pay, the Supplier shall reimburse to the Purchaser the amount of such excess customs.
- l) Where the Supplier provided IEC with a certificate of origin and as a result IEC did not take into consideration in the proposal evaluation the customs costs imposed on the Supplier, and the customs authorities in Israel conducted an inquiry as to the origin of such goods, in such instance, the Supplier shall:
- i. provide IEC and/or the Israeli customs authorities with all the necessary documents required; and
 - ii. (ii) reimburse IEC for custom payments paid by IEC following the customs authorities' demands, regardless as to when the customs duties are required to be paid and even after the warranty period has elapsed. Should the Supplier fail to reimburse IEC, IEC shall be entitled to deduct from any Contract/Order signed with the Supplier, the customs due to IEC.

4. WARRANTY:

- a) Supplier warrants that the Goods/Products/Equipment, supplied to the Purchaser shall be of good quality, shall be unused in all cases, and shall meet the required standards, performance and other requirements, set forth in the RFP/Tender including any applicable specifications document;
- b) The Supplier agrees, subject to the Purchaser's written request, promptly and at its own expense (including shipping and handling costs and insurance costs but not costs of disassembly and reassembly) to repair, remedy, or replace any part of the said Goods/Products/Equipment which proves in any way defective as to design, material, or workmanship or otherwise. For the avoidance of doubt, the Purchaser shall have the sole discretion to decide whether the Goods/Products/Equipment will be repaired, remedied or replaced.

Alternatively, the Purchaser may undertake to carry out such repairs or alterations and the expenses thereof shall be for the Supplier's account.

Where Goods/Products/Equipment under warranty are shipped to the Supplier for repair, the Supplier shall assume full responsibility for the Goods for the entire period of time they are in Supplier's possession. However, if the Supplier fails to promptly repair the Goods/Products/Equipment, the Purchaser may repair the Goods/Products/Equipment at Supplier's cost.

- c) Supplier's warranty shall extend for a period of 12 months, beginning at the time of delivery unless stated differently in the Tender/RFP documents. In such event, the period set forth in the Tender/RFP documents, shall prevail.
- d) Notwithstanding the provisions of Sub-articles (c) above, the warranty period for any part of the Goods/Products/Equipment supplied under the Order/Contract shall be extended by a period equal to the period for which said part of the Goods/Products/Equipment have been out of operation due to any substantiated Warranty claim.

5. LIMITATION OF LIABILITY:

- a) In the event that the Supplier is held legally responsible or liable to the Purchaser for any direct damages in connection with the Order/Contract, or the supply of the Goods/Products/Equipment, such liability shall, in no event, exceed the value of the higher of the following: the Order/Contract including any options exercised or the amount stated under the product liability insurance, (provided such insurance is required under the Tender/RFP).
- b) This exclusion does not derogate in any way from Purchaser's right to claim liquidated damages as specifically provided in the Order/Contract.

6. PAYMENT

(a) Mode of Payment

Unless otherwise agreed between the parties, payment shall be effected by direct payment (direct bank transfer or swift to Supplier's designated bank account).

(b) Terms of Payment:

- i. One hundred percent (100%) pro rata per shipment of Order/Contract price or Draw Order price shall be paid 45 days from receipt of invoice by Purchaser.
- ii. Payment shall be conditioned upon delivery of the Goods/Products/Equipment in accordance with the agreed term of supply defined in Incoterms 2010 and receipt of the invoice.
- iii. The Supplier awarded the tender shall be obliged to submit all tax invoices through a uniform computerized platform (hereinafter referred to as: "Digital Invoice") .
All costs in connection with submitting the Digital Invoice through this computerized system, shall be borne by the Supplier awarded the tender/procurement procedure and shall be paid directly to the platform provider.
- iv. Upon supplier's connection to the computerized platform, the company shall render the computerized platform operator any and all relevant data regarding the company's agreement with the supplier, such as price, total value of agreement, terms of payment, supply dates and so on, all in order to enable accurate and controlled submission of invoices.
- v. During the first phase of operation of the computerized platform, and until supplier is notified otherwise by the Purchaser, orders or contract will be valid only once issued directly by the Purchaser, whereas the fact that an order/contract is updated on the computerized system is insufficient for indicating its' validity.
- vi. It is hereby emphasized that submission of the invoice, as applicable, shall be a prerequisite for any payment, Purchaser shall make to the Supplier under the Contract/Order .

- vii. In the event any charges shall be imposed on the Supplier in connection with the Order/Contract, the invoices will be invoiced digitally via the computerized system, and sent to the Supplier via email .
- viii. Payment and VAT thereon, as required by law, shall be made within 45 days from Purchaser's receipt of an invoice. Payment shall be conditioned upon delivery of the Goods in accordance with the agreed terms of supply as defined in Incoterms 2010/ completion of service as applicable.
- ix. Purchaser's representative and/or any person appointed by Purchaser for such purpose, shall be authorized to decide in any case of disagreement regarding the approval of invoices, as applicable, for payment. His decision shall be final and binding.
- x. Terms of payment for down payment/retention payment, where applicable
The down payment of X% shall be effected against Supplier's request for payment NET 45 days from signature of the Contract/Order or NET thirty (30) days EOM (End of Month) after receipt of the said request for payment and provision of the related Down Payment Guarantee, whichever occurs later.

Upon delivery of Goods and/or Products and/or Equipment the payment of the contractual value of the delivered Goods and/or Products and/or Equipment, deducted by the down payment and the retention payment shall be effected NET 45 days from the submission and the approval of invoice as applicable.

The retention payment shall be effected against Supplier's request for payment NET 45 days from provisional acceptance.

7. RIGHT TO RETAIN OR WITHHOLD PAYMENT

- a) In addition to, and without derogating from any other remedy available to Purchaser, Purchaser shall have the right to retain or withhold or set off payment from any Contract/Order entered into with the Supplier, Purchaser's damages, from the sums due to the Contractor under the Order/Contract in the event of the occurrence of any of the following:
breach of Contract in whole or in part by the Supplier,
lawsuits filed against Purchaser and/or in the event of damages (including but not limited to re-occurring defects in the Goods/Products/Equipment) caused to Purchaser and/or any other person as a result of the Order/Contract,
- b) Amounts detailed or set off as specified above shall not bear interest and linkage.
- c) The Supplier shall have no right of lien over Purchaser's Equipment for any reason whatsoever, during the Contract/Order period or during the option period (where exercised) or thereafter, regardless whether the Goods/Products/Equipment have been supplied to him by Purchaser or supplied to Supplier by anyone else.

8. GUARANTEES:

It is hereby clarified that the guarantee/s requested during the Contract/Order period, as set out below, can be provided to the Purchaser, either by way of authenticated swift or in a printed format duly signed or by way of digital media, in which case the electronic signature on the guarantee/s shall be authenticated in accordance with the Electronic Signature Law.

The guarantee/s requested during the period of the Contract/Order stated below, shall be issued for the specific Order/Contract.

IEC will not accept a guarantee issued for more than one Contract/Order.

The name appearing on the guarantee shall be identical to that appearing on the Contract/Order **only**

8.1. PERFORMANCE GUARANTEE

8.1.1 Where the value of the Order/Contract is in excess of US\$ 500,000 or NIS1,700,000 (excluding options and/or flexibilities and/or VAT) or its equivalent in NIS (in accordance with the applicable exchange rate, as set forth by the Bank of Israel, on the first working day prior to the date of issuance of the Contract/Order) and without

in any way derogating from Supplier's duty to perform its obligations under the purchase Order/Contract, the Supplier shall, at its expense, within 30 (thirty) days from the issuance of an Order, provide the Purchaser with a guarantee for the due performance of the Contract/Order, in the form of an unconditional standby letter of credit (the terms of which are set out in the form, attached to the Order), to be given by a first class bank or a qualified insurance company approved by the Purchaser, in an amount equal to 10% (excluding options and/or flexibilities and/or VAT) of the Contract/Order price. Said guarantee shall be amended from time to time to reflect the adjusted Contract/Order price, due to the issuance of change orders and price adjustment, if any, arising from the application of escalation provisions;

8.1.2 Where Purchaser has decided to exercise an option and its value exceeds US\$ 500,000 or NIS1,700,000 (excluding flexibilities and/or VAT) or its equivalent in NIS (in accordance with the applicable exchange rate, as set forth by the Bank of Israel, on the first working day prior to the date of issuance of the option), the Supplier hereby undertakes to provide to the Purchaser, at Supplier's expense, immediately upon receipt of notice of Purchaser's exercise of the option, a performance guarantee for the due performance of the option, in the form of an unconditional standby letter of credit (the terms of which are set out in Annexure "E1" attached to the Order), to be given by a first class bank or a qualified insurance company approved by the Purchaser, in an amount equal to 10% (excluding flexibilities and/or VAT) of the option price. Said guarantee shall be amended from time to time to reflect the adjusted option price, due to the issuance of change orders;

8.1.3 In a framework Contract/Order, the performance guarantee delivered by the Supplier, to the Purchaser, shall be in an amount equal to 10% (excluding options and/or flexibility and/or VAT) of the annual value of the Order/Contract. During the warranty period the performance guarantee shall be 5% of value of the Contract/Order which was actually performed in the last year of the Contract/Order

8.1.4 The guarantee shall remain in effect until sixty (60) days after the warranty period or the Contract/Order period, the latter, as prescribed in the Order/Contract and any extension thereof, in accordance with the Contract/Order terms;

8.1.5 Failure to provide the guarantee as specified in Articles 8.1.1, 8.1.2 and 8.1.3 above, shall constitute a fundamental breach of the terms of the Order/Contract. IEC shall thereupon have the right to resort to all remedies as set forth in the Order/Contract, in addition to any other remedy available to IEC by law, including the right to terminate the Order/Contract for fundamental breach.

- i. 8.1.6 failure or omission by IEC after the issuance of the Order/Contract, to request the issuance of the guarantees, shall not constitute a waiver of any right available to IEC under the Order/Contract or by law.

8.2 DOWN PAYMENT GUARANTEE

- i. Where the Purchaser is required by the terms of the purchase Order/ Contract to make down payments prior to delivery, such payments shall be secured by a standby letter of credit as follows:
 - 1.1.i.1. issued, or established by the Supplier at a first class bank, and advised through an Israeli bank, both banks to be approved by the Purchaser;
 - 1.1.i.2. issued or established against the receipt of down payment, in an amount, which is not less than that being drawn;
 - 1.1.i.3. valid until 60 days after the scheduled delivery of the last shipment of Goods/Products/Equipment (to be extended upon the occurrence of any event of Force Majeure, or due to any delay on account of the Supplier, or as a result of any delay in scheduled delivery, agreed to between the parties).
- ii. The Purchaser may draw on the performance and/or the down payment guarantee, in the event that the Supplier fails to remedy a breach of Contract, or fails to take such

steps as are satisfactory to the Purchaser in order to remedy the same, after having been given ten (10) days prior written notice of intent to draw on the guarantee.

- iii. Any amount/s drawn by Purchaser pursuant to the guarantee, shall be set-off against the overall damages/compensation, recoverable by Purchaser, in connection with the Supplier's breach.

9. PRICES:

The price/s set forth in the Order/Contract is/are firm price/s and shall not be affected by any variation in the cost of materials, labor or transport or any costs of conforming with any laws, orders or regulations of any government, local, or other authority, or for any other reason, except as may be required by virtue of any express provision, if any, in the Order/Contract, or as may be agreed upon, subsequently, between the parties.

10. TAXES

a. For the purpose of this article only, the following terms shall have the meaning ascribed to them below:

- i. Foreign Supplier for tax purposes shall have the meaning ascribed to it under the Israeli Income Tax Ordinance 1961.
- ii. Israeli Supplier for tax purposes shall have the meaning ascribed to it under the Israeli Income Tax Ordinance 1961.

b. Israeli Taxes and Duties.

In the case of an Israeli and a Foreign Supplier for tax purposes, the taxes will be dealt with in accordance with Israeli laws.

c. Non Israeli Taxes and Duties.

- i. Foreign Supplier for tax purposes shall be responsible for all taxes, imposed or other compulsory payments of Non-Israeli origin imposed as a result of or in connection with the Order/Contract
- ii. Purchaser shall deduct, from any payments made to the Foreign Supplier for tax purposes any taxes and compulsory payments, all in accordance with the provisions of any law. It is hereby clarified that Purchaser will deduct income tax from source and compulsory payments at the maximum rate prescribed by Israeli law, unless, at the time of payment, a legally valid tax approval exists from the tax authorities stating the Purchaser to act otherwise.
- iii. Foreign Supplier for tax purposes shall bear all costs and expenses incurred in obtaining any required certificates of exemption, and the Foreign Supplier for tax purposes shall have no claim against Purchaser for reimbursement of such costs and expenses.
- iv. Purchaser shall have no obligation to reimburse or indemnify Foreign Supplier for tax purposes or any person on its behalf, for any taxes imposed by tax authorities pursuant to any law or with respect to any deductions made by Purchaser to Foreign Supplier for purposes of tax.

11. FORCE MAJEURE:

- a) Neither party shall be responsible to the other for loss or damage due to circumstances directly affecting the performance of the Contract/Order beyond such parties' control - which could not have been prevented by reasonable foresight at the time of signature of the Contract/Order such as but not limited to: acts of war, invasion, act of foreign enemy, whether war be declared or not, hostile action, civil war, rebellion, civil strife, sabotage, strikes and/or industrial disputes,

act of Government, natural disaster, embargo (any or all of which are in this Contract referred to as "Force Majeure").

- b) Upon occurrence of any such circumstances, the party affected shall notify the other party in writing by the fastest means possible within seven (7) days of the occurrence, or existence thereof and the parties shall promptly thereafter consult with one another for the purpose of finding a solution to the Force Majeure problem.
- c) Any delays resulting from any such cause shall extend performance time, unless it shall become impossible to perform the Contract/Order in whole or a substantial part thereof, in which case the Order/Contract may be cancelled, in writing, by either party. In the case of such cancellation, the Supplier shall be paid for all Goods/Products/Equipment received by the Purchaser pursuant to the Order/Contract.
- d) If due to Force Majeure it shall become impossible to perform the Contract/Order in whole or a substantial part thereof, the parties can either mutually agree to cancel the Contract/Order or if the Force Majeure continues for a period up to 60 days in the aggregate, the Contract/Order may be cancelled in writing by either party.
- e) Notwithstanding that stated in this article, the parties hereby agree that in the event that due to COVID-19 Pandemic, , the Supplier shall not be able to fulfill its obligations under the Order/Contract, including with regard to the obligation to comply with the time schedule specified under the Order/Contract and/or the quantities thereunder, the Supplier will immediately notify IEC of this, in writing.

IEC shall view the Supplier's notice as aforesaid, and if, according to IEC and its needs, the meaning of the notice is that fulfillment of the Contract/Order has become impossible or is materially different than what was agreed upon in the Contract/Order. IEC shall be entitled, at its discretion, to terminate the Order/Contract or alternatively, to extend the time schedule under the Order/Contract and/or to permit a change of the contract provisions, in a manner which will allow its fulfillment, all in accordance with the circumstances of the case and IEC's needs.

In the event that the Supplier provides IEC with such notice, when reaching its decision, IEC shall take into consideration, inter alia, the measures the Supplier has taken in order to fulfill its obligations under the Order/Contract and mitigate IEC's damages, including the alternatives which have been examined.

12. INDEMNITY:

Irrespective of anything to the contrary in this document, the Supplier shall indemnify the Purchaser in respect of any third party claims against the Purchaser, relating to the personal injury or death of any person, or to any damages to property insofar as such injury, death, damage or loss is due, wholly or partially, to any act or omission of the Supplier, its servants or agents. Purchaser shall notify the Supplier in writing of any such third party claims. The third party liability mentioned under this Article 12, is unlimited and the provisions of Article 5 shall not apply.

13. INTELLECTUAL PROPERTY RIGHTS:

Supplier shall pay all royalties and license fees, which may be due or payable to third parties, in connection with the Goods/Products/Equipment. Supplier shall defend all suits or proceedings, instituted against Purchaser for the infringement of any intellectual property rights, associated with the supplied Goods/Products/Equipment and shall hold the Purchaser harmless against and/or indemnify the Purchaser for any damages, sustained by the Purchaser, in connection with such infringement, or the violation of any intellectual property rights of any third parties. Each party shall retain ownership of all intellectual property it had prior to the Order/Contract. All new intellectual property created and designed solely by the Supplier in the performance of this Order/Contract shall be owned exclusively by the Supplier.

14. TERMS OF THE TENDER/RFP:

Terms and conditions of a Contractual nature, set forth in the tender/RFP documents, shall be a

part of the Order/Contract (even if not inserted in or attached to the Order/Contract document), unless excluded by express and specific provision/s of the Order/Contract.

For the removal of doubt, in the event of conflict between the provisions of the tender/RFP documents including the specification and these General Terms and Conditions (as well as any amendments agreed with the Supplier) and the provisions of the Order/Contract documents the former provisions shall prevail.

In the event of any contradiction between the provisions of the Order/Contract and these General Terms and Conditions (as well as any amendments agreed with the Supplier), these General Terms and Conditions shall prevail.

15. EFFECT OF UNSIGNED ORDER/CONTRACT:

Full or partial shipment/delivery of the Goods/ Products/Equipment by the Supplier shall constitute a consent to any and all terms of the Order/Contract, whether or not actually signed by the Supplier.

16. ASSIGNMENT:

- a) Neither party may assign the Order/Contract, or any duty/right thereunder, without the prior written consent of the other, which shall not be unreasonably withheld.
- b) Notwithstanding the aforesaid, the Purchaser shall be entitled to assign and/or transfer and/or pledge the Contract or Order or any obligation and/or right and/or benefit included in them to a subsidiary, or affiliate of the Purchaser, and shall also be entitled to assign and/or transfer and/or pledge the Contract or Order or any obligation and/or right and/or benefit included in them, to anyone, in the event of a change and/or structural division or sale of assets of the Purchaser which is/are required under any law, including under the Electricity Sector Law, 1996, and/or the Government Companies Law, 1975, and/or pursuant to Government decisions and/or according to the directive of an authorized regulator and/or carried out with its/their approval. The Purchaser shall notify the Supplier/Contractor/Service Provider of any such assignment and/or transfer and or pledge in writing in advance.
“Affiliate” – in this clause, as defined in the Securities Law, 1968

17. INSURANCE:

Supplier shall acquire and maintain such insurance, if any, as required in the tender/RFP, if required and shall comply with all other requirements, pertaining to insurance, if any, as set forth therein.

The Supplier shall sign the Insurance Annexure attached as Annexure "L" (where applicable) and return it to IEC within 5 (five) calendar days from receipt of notice of award.

Upon failure to submit the Insurance Annexure required, on the date set forth above, IEC shall be entitled to resort to all remedies available to it under the Order/Contract or by law, including the right to cancel the award, at IEC's sole discretion.

18. PREFERENCE FOR ISRAELI MANUFACTURED GOODS:

- a) Where the Supplier has declared that he is entitled to be granted a preference in the tender/RFP for the supply of Israeli Manufactured Goods in accordance with the provisions of Annexure "P", and the Supplier has failed to comply with the provisions of said declaration, the Purchaser shall be entitled to compensation in accordance with the provisions of Annexure "P".
- b) The Contractual provisions, set forth in the above 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 Annexure "P" shall prevail.

19. GOVERNING LAW AND SETTLEMENT OF DISPUTES:

19.1 This Order shall be governed by and construed solely under the laws of the State of Israel. Notwithstanding the above, Article 35 of the Schedule to the Law of Sale (International Sale of Goods), 5760-1999 shall not apply.

19.2 The Supplier shall conform in all respects with the laws, rules and regulations of the State of Israel and any authorities having jurisdiction over the Goods/Products/Equipment and shall keep the Purchaser indemnified against all penalties and liabilities imposed upon the

Purchaser by any public authority for any kind of breach attributable to Supplier of aforesaid laws, rules or regulations.

19.3 Both Parties shall attempt to resolve their disputes pertaining to the Order amicably between themselves.

19.4 Without derogating from other rights and remedies available to the parties under the Order, in the event the nominated senior representatives of the parties are unable to resolve their disputes amicably within thirty (30) days after receipt by one party of the other party's written request for such amicable settlement, either party may approach a competent Israeli court located in Tel Aviv to have the dispute settled, and such court shall have exclusive jurisdiction.

20. IMPROPRIETY:

The Supplier 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: <http://iecadmin/EN/Suppliers/Documents/IMPROPRIETY.PDF>

21. COMPLIANCE WITH ISRAELI STANDARDS AND REQUIREMENTS OF ISRAELI GOVERNMENTAL AUTHORITIES.

- a) The Supplier shall bear all costs related thereto and shall be responsible to ensure that the Goods/Product/Equipment being supplied under the Contract/Order complies with the applicable Israeli standards and the requirements of the appropriate Israeli Governmental Authorities (if any) specified by the Purchaser in the Tender/Inquiry documents, and that the Equipment is approved by such bodies.
In the event of approval required by the Standard Institution of Israel regarding compliance with the Official Israeli Standard, such approval must be valid and in the Supplier's possession by the final date of delivery, of the Goods/Product/Equipment to IEC's warehouse.
- b) In the event that the Purchaser (having notified the Supplier in the Tender/Inquiry documents as mentioned above) is required to pay any fines or penalties to the Israeli customs authorities because the Goods/Products/Equipment fails to comply with such standards or requirements or because the necessary approval has been refused or the approval has caused delay in releasing the Goods/Products/Equipment from customs, the Supplier shall hold Purchaser harmless from the payment of such fines or penalties.

22. CONFIDENTIALITY

The Supplier and any person acting on its behalf hereby undertakes as follows:

- a) To keep in confidence and not to disclose or cause to be disclosed, and not to show or deliver in any manner during the duration of the Order/Contract or thereafter, to any person or entity, commercial or any other secrets of the Purchaser, or any information related to the Purchaser or related directly or indirectly to the Purchaser's property, affairs, customers, suppliers, individuals or entities, including but without limitation methods, processes, prices, calculations and the provisions of the contracts (hereinafter referred to as: "Confidential Information") regardless as to whether the Confidential Information has become available to the Supplier as a result of its employment by the Purchaser or by any other manner whatsoever.
- b) Without derogating from the generality of the above, the Supplier hereby acknowledges that the information set forth in Articles a and b above, may be considered either in whole or in part to be Insider Information, as such term is defined under the Securities Law – 5728- 1968 and the Supplier is aware of the applicable legal restrictions imposed by this law on the use of Insider Information. The Supplier hereby undertakes not to make any use of the Confidential Information in any manner that will breach the provisions of the Securities Law.
- c) To immediately inform the Purchaser regarding any person or body to whom the Confidential Information was made available, (contrary to that stated above).
- d) Upon any request of the Purchaser's security officer, to provide the Purchaser with any information in my possession, by no later than 7 days from the date of termination of the Order/Contract.

- e) The Supplier hereby acknowledges that the Purchaser is a regulated body as such term is defined under the State Comptroller Law – 5758-1958 and has been made aware of chapter 7 of the Penal Law - 5737-1977, in particular sections 117, 118 and 119.

23. TERMINATION

23.1 The Purchaser shall have the right, at its sole discretion, to terminate the Contract/Order in whole or in part, for any reason, at any time during the term of the Contract/Order, after providing the Supplier thirty (30) calendar days written notice. The Purchaser shall not be required to state the reasons for such termination, and will not be required to pay any compensation to the Supplier or anyone on his behalf, following such termination (except for the Goods/Products/Equipment provided to the Purchaser up until the date of termination stated in the written notice sent by the Purchaser).

Nothing in this article shall derogate from the Purchaser's right to terminate the Order/Contract immediately or after receipt of notice, as the case may be, in the event of breach by the Supplier, which entitles the Purchaser the right to cancel such Order/Contract and any other remedy available to it under the Order/Contract and or the law.

23.2 Without derogating from the abovementioned, in the event of breach of Contract/Order by the Supplier, which entitles the Purchaser the right to terminate the Contract/Order, the Purchaser shall be entitled to terminate the Contract/Order with immediate effect, or after providing the Supplier with a warning, as applicable.

23.3 Without derogating from anything stated above and any right available to the Purchaser under the Order/Contract and/or by law, the Purchaser shall be entitled to terminate the Contract/Order upon occurrence of any of the following:

- 23.3.1 The Supplier did not provide the Goods/Products/Equipment and/or provided them partially or with a defect and/or stopped providing them for no reasonable reason.
- 23.3.2 The Supplier assigned the whole or part of the Order/Contract to another service provider, without receiving the Purchaser's written approval, prior to assignment.
- 23.3.3 The Supplier made application to court under any bankruptcy legislation or is declared bankrupt or insolvent or went into liquidation, voluntary or otherwise, or is placed under administration, receivership, trusteeship, judicial management, or compound with or made any arrangement with its creditors, or is suffering any similar action in consequence of debt.
- 23.3.4 Where a lien has been imposed on the Goods/Products/Equipment of the Supplier in whole or in part, or where action is taken regarding the said Goods/Products/Equipment which may prevent or is preventing the Supplier from providing the Goods/Products/Equipment fully or partially.
- 23.3.5 The Purchaser became aware of the fact that the Goods/Products/Equipment are performed by the Supplier, contrary to the Order/Contract and/or the Supplier failed to fulfill its obligations under the Order/Contract.
- 23.3.6 For budgetary reasons and/or self execution.

Note – sub articles 23.3.1, 23.3.2 and 23.3.5 shall be subject to the Purchaser providing the Supplier a prior written notice of 7 days seven days, during which the violation was not corrected.

24. WORK SAFETY ON PURCHASER SITE:

The Supplier hereby undertakes and declares that it is aware that a preliminary condition for the entry of a Supplier and/or any of its employees for the performance of any service at Purchaser's site/s, if such service is required during the course of the Contract/Order, is that the Supplier and/or any of its employees will complete a safety briefing and/or receive a written summary of safety information, as the case may be. The Supplier undertakes to approach IEC's representative in order to coordinate the time of the safety briefing and/or receipt of a written summary of safety information, and to act and to cause its employees to act in accordance with IEC's safety instructions that will be provided to it as stated.

ANNEXURE “BB”
(rev. 26.10.2017)
PRELIMINARY / THRESHOLD CONDITIONS
FOR PARTICIPATION IN THE TENDER/RFP PROCEEDINGS

A. The Offeror is required to meet the following preliminary/threshold conditions by the last date set for submission of Technical/Commercial proposals:

- 1. Compliance with all registration and licensing requirements by applicable law relevant to the Tender issue.**
- 2. 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 fulfill the following conditions:**

The Offeror shall possess all the approvals required by the Public Bodies Transactions Law – 1976, and shall sign and submit a declaration according to the Foreign Employees Law, 1991 and the Minimum Wage Law -1987 (as detailed in the attachment and in the Invitation document).

Such approvals (which are not declarations) shall be submitted to the IEC by the Offeror, in case IEC shall request it.

In addition, the Offeror shall sign and submit a declaration according to the Public Bodies Transactions Law – 1976, in regards of fulfillment of article 9 to the Equality of Rights for People With Disabilities Law, 1998 (as detailed in the attachment and in the Invitation document). Submission by the Offeror of such declaration, is a condition for any engagement between IEC and the Offeror.

The IEC shall be entitled, at its sole discretion, to allow an Offeror who did not submit documents proving its compliance with the preliminary/threshold conditions by the last date set for meeting these conditions, to supplement these documents by a date to be determined by the IEC.

**THE ISRAEL ELECTRIC CORPORATION LIMITED
SPECIAL CONDITIONS (FIXED CONTRACTS/ORDERS)**

1. DEFINITIONS

As used herein:

- A. IEC or Purchaser- shall mean the Israel Electric Corporation Ltd.
- B. Goods - shall mean all or part of the goods, described in the Tender/Inquiry.
- C. Supplier - shall mean an Offeror, who has contracted with Purchaser for the supply of Goods.
- D. Contract Value - shall mean the total purchase price of the entire Basic Scope of Supply of the Goods/Equipment & Services specified in the Tender/Inquiry documents (not including options), in the currency, designated by the Supplier, as set forth in the Supplier's price proposal or, as negotiated between the parties, whichever is applicable, adjusted in accordance with such formula, if any, as is set forth in the price proposal.

2. PRICES (Relevant for 2nd stage)

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

3. TERMS OF SALE

- A. Local (Israeli) Bidders must submit their prices, excluding VAT in one of the following Terms of Sale:

- Directly to IEC's stores / site, as specified by IEC (preferably):
BNAI BRAK warehouse

For the avoidance of doubt, Article 3a above, shall apply to Local (Israeli) Bidders who supply goods which are manufactured outside Israel as well as within Israel.

- B. Non local (Foreign) Bidders may submit their prices as per definition by Incoterms 2010, issued by the ICC, excluding VAT, in one of the following Terms of Sale:

- DDP- (Delivered, Duty Paid) directly to IEC's stores- BNAI BRAK warehouse
(See also para. 6 below, for more details regarding supply in Israel).

Please fill in above Terms of Sale proposed and forward all required "Shipping Data" for evaluation of transport costs.

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

4. CURRENCY PRICE ADJUSTMENT (LINKAGE) AND EVALUATION METHOD

A. 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, English pound (GBP) Swiss Franc, Canadian Dollar, 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.

B. PRICE ADJUSTMENT

1. In proposals submitted for the equivalent value of 500,000 NIS (including flexibilities and options) where the required date for delivery is within 12 months, prices shall be fixed and not subject to any linkage / adjustment.
Note: In the event the IEC decides to divide the award between a number of Bidders, and due to said award, the value of an order is less than 500,000 NIS (or equivalent) and IEC previously approved linkage / adjustment for Bidder's said proposal, the prices shall then be fixed and not subject to any linkage / adjustment.
2. In proposals submitted for above the equivalent value of 500,000 NIS (including flexibilities and options):
 - (1) prices shall be subject to linkage / adjustment as stated below:
FIX PRICE IN A CHOSEN CURRENCY
and said linkage / adjustment terms shall be valid for all items in the scope of supply.
 - (2) Bidders may submit in the first stage (Technical/ Commercial) proposals, requests for price adjustment formula/s for linkage/ adjustment in accordance with the terms below, which shall be considered by IEC.
 - a. Requested indexes / commodities for linkage formula are only to be chosen from IEC's list of Indexes, including local and international indexes, published in IEC's website. Acceptance of any other indexes chosen, shall be subject to IEC's prior approval before submission of the price proposal.
 - b. Any index can be used without any limitation of the number of indexes and their weights in the formulas, subject to the condition that an active forecast for that index exists in the Bloomberg financial system for the relevant period.(*)

- o In framework contract (without fixed delivery/milestone dates): The middle of the supply period (comprising of the basic contract period + optional contract period), assuming linear supplies + days of payment.
 - o Contracts with a fixed delivery dates/ milestones: According to delivery dates / milestones + days of payment.
- c. Submission of price proposal that is linked to indexes, for which no active forecast exists in the Bloomberg financial system, is subject to receipt of IEC's prior approval before submission of the price proposal. In this case, IEC will determine for all the offerors the same indexes and their weights in the price escalation formula /s. In addition – IEC will set for all the offerors the same cash flow.
 - d. For the indexes offered by the offerors that have the forecast, they will be able to determine the index type and its weight, provided that the total of all the weights in the escalation formula is 100%.
3. In two stage bidding processes, the "Base Date" shall be defined by IEC in the "Prices" (second) stage. In the event said base date is not specifically stipulated, the date of submittal of the Price proposal shall be the "Base date" for all factors of the Price Adjustment formula (the index/value's set and published for this date shall be valid).
 4. The Determinative (end) Date for purposes of calculating Price Adjustment must be (in accordance with IEC's requirements) either the date of scheduled or actual milestone completion (delivery of drawings/Equipment/Services, commissioning or other, whichever is relevant) as detailed in Annexure "C" Summary of Prices, whichever occurs first.
 5. In the event the index published by the authorized bodies, changes, (either the manner in which it is calculated and/or the Schedule or table number where it shall be published), it is agreed that the Schedule or table number replacing it, shall be taken into consideration and/or the manner in which it shall be calculated, shall be as determined by the authorized bodies. Where the authorized bodies fail to change the index or the calculation, the parties shall enter into negotiations for the said issue, until the issue is mutually resolved, by the parties.
 6. Price Adjustment shall be invoiced on separate Price Adjustment invoices which shall be submitted together with the corresponding relevant invoices for the Basic Contract Price of Equipment. Such Price Adjustment invoices shall be accompanied by documents evidencing the relevant officially published indices on the Determinative Date and the method of calculating the invoiced sums of Price Adjustment.
 7. Should a change in the value added tax occur (the "Change") during the relevant linkage period as defined and according to the Order, the effect of the Change on the index shall be deducted for calculation purposes of the price increases or changes as specified in the Order.

5. TERMS OF PAYMENT

Over and above the terms and conditions stated in Ann. A, clause 6, payment by

the IEC through a standby L/C, if requested specifically by the offeror shall be granted, (provided Terms of Sale are not DDP, DAT, DAP, CIP, CPT, CFR) subject to the following conditions:

- (1) the L/C shall provide that payment will be made subject to receipt by the IEC of the relevant shipping documents; or and
- (2) the L/C will provide that payment shall not be made earlier than the 45th day calculated from the first day of the following month of the date attesting to the delivery / receipt by the IEC of the relevant documents.
- (3) confirmation charges, if applicable, shall be paid by the bidder.
- (4) IEC's cost of taking out a L/C shall be added in the evaluation to the price quoted by a bidder requesting payment through L/C, as follows:
 - 0.3% (three tenths of a percent) of the total value, for issuance fee +
 - 0.5% (one half of a percent) per year, of the total value, for supplier's credit.(both giving a total of ~0.4% (four tenths of a percent) of the total value).

6. HANDLING OF GOODS SUPPLIED TO ISRAELI PORT BY NON-ISRAELI SUPPLIERS

The following terms shall apply to suppliers in order to fulfill and facilitate the requirement, that the goods be supplied DDP, DAT, DAP, CFR, CIP, CPT in as far as Non-Israeli suppliers are concerned:

- A. All documents necessary for release of the goods at the port of destiny in Israel, including bill of lading, certificate of origin and commercial invoices, shall be in IEC's name.
- B. Upon arrival of the goods at the port of destination, the supplier shall contact IEC's representatives, in order to coordinate the release of the goods from customs/port.
- C. For purpose of release of the goods from customs, the supplier shall employ the services of such customs clearance broker, as will be designated by the IEC, or any customs clearance broker, of his choice.
- D. VAT shall be paid by the IEC.
- E. On arrival at the Israeli Port the goods shall be loaded by the supplier at supplier's risk and cost onto open trucks for transportation to IEC stores.

7. "KNOW-HOW" AGREEMENTS where applicable

- A. The award of an order to a bidder is conditioned upon the validity and fulfillment of the terms of such bidder's "know-how" agreement, as presented by bidders in the course of stages 1 and 2 of this tender.

- B. The IEC shall have a right to cancel at any time, any order/contract, placed with the winning bidder, in the event that such bidder's "know-how" agreement is cancelled, abrogated or otherwise not fulfilled, during the life of IEC's contract with the bidder.

8. DELIVERY SCHEDULE

The required date for the delivery of the goods is within 60 days of issuance of the order.

(Please state / fill in below whether able to meet delivery schedule requirement).

Can Bidder meet above stated delivery schedule?

_____ (Yes or No)

(If "No" - Bidder shall state the closest delivery _____ days lead time from IEC's schedule it is able to meet).
order/LOI.

9. PACKING, HANDLING, STORAGE

Packing of goods must be according to standard Manufacturer's instructions, taking the Necessary precautions for transportation (by sea, if relevant).

10. CONFLICTING TERMS

In the event that any term or condition in this document conflicts with any term or condition, set forth in any other document, the term/condition, set forth in this document, shall prevail.

11. DOCUMENTS FOR PROPOSALS

The following documents must be submitted with the proposal:

- Annexure "C" (List of required items) including P/N (Manufacturers Catalogue No. or Model No.), duly filled in and signed.
- Documents proving the existence of the threshold conditions and all other documents/forms required as mentioned in the Specifications.
- Offeror's consent to terms & conditions, including Bidder/Offeror Data Sheet duly filled in and signed.
- Bidder's required responses, regarding the following Terms:
 - * intended "Mode of Supply".
 - * Ability to meet the required Delivery Schedule.

RFP No. 103217990

Offeror Data Sheet*

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

Where the Offeror is a company, please fill in the names of the Offeror's
Shareholders: _____
Place of Incorporation (if a corporation): _____
Offeror's registration number (if the Offeror is a company) / identification number: _____

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

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

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

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

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

Name and title of signatory on proposal: _____

Signature

Date

Print Name of Signatory: _____

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

ATTACHMENT 1

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

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

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

** delete that which is not applicable

1. My name, I.D number and Position are as set forth above.
2. I hereby submit this Declaration on behalf of [] (company name/ authorized dealer) (the "**Bidder**"), to the Israel Electric Corporation Ltd. in connection with the tender/RFP procedure, for the supply of [] (subject of the undertaking), in tender/RFP procedure number [] (the "**Procedure**").
3. I am authorized to sign this declaration on behalf of the Bidder and its management.
4. In the framework of this bid, the Bidder intends to use the following subcontractors as set forth below (please insert the company's name /authorized dealer and contact details) Section 4 is only relevant where the Procedure documents contain approval for subcontracting and in regards of an agent – where the tender includes supply of goods.

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

And/or

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

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

- * The prices and/or quantities and/or any other detail which appears in this bid have been determined by the Bidder and/or its management and/or who on its behalf independently, without any consultation, arrangement or any connection with another

bidder in this procedure or with any other potential bidder in this Procedure (except in case of a joint bid, when this is provided for in the Procedure documents, and/or subcontractors as set forth in Section 4 above, with regard to the scope of work/service/goods to which subcontracting pertains, and/or an agent, as set forth in section 4 above, with regard to details relating to said bid alone, insofar as such matter complies with the Economic Competition Laws). This part of the section is only relevant in situations where the Procedure documents allow subcontracting, and the Bidder is required to specify the subcontractors in the framework of this declaration, and in regards of an agent – where the tender includes supply of goods.

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

6. Bidder's declarations:

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

If this is not the case, please elaborate:

ATTACHMENT 2

re: Contractual Payments to Suppliers/ Service Providers (hereinafter referred to as: Supplier/Suppliers) By Transfer to a Bank Account

1. The Israel Electric Corporation Ltd. (hereinafter referred to as: "IEC") makes payments by bank transfers, directly to Suppliers' bank accounts.
2. A notice setting forth a detailed description of the payment and the date the bank account was credited is sent to the Suppliers via email, facsimile or post.
3. IEC reserves the right to make payments to the Suppliers via cheques.
4. Kindly complete the table below clearly, without any alterations and return this Amendment with a copy of a cheque or a confirmation from the bank or approval from a CPA/Attorney, verifying the information provided below:

Supplier's details for direct bank transfer

Name:		Date:	
Address		Supplier's number:	
Telephone number:		Supplier's VAT number:	
Facsimile number:		Income Tax File number	
Name of Account holder/Beneficiary in the event it deviates from that of the Supplier:		Email address:	
Name of Bank:		Account number	
Bank address:		Branch number:	
Bank key or ABA for wire transfer:		Swift code:	
Control key:		IBAN (mandatory for EU suppliers):	
Account currency:			
Signatory's name		Signature:	

Company Stamp (for all companies having limited liability): _____

Note:

- Any transfer of rights of payment under this purchase order shall not be assigned without IEC's consent in writing.
- IEC shall not be held liable for the erroneous transfers due to the Offeror providing incorrect information in this attachment.
- The Supplier hereby undertakes to notify IEC of any change in the above information provided by him.
- Regards,

The Israel Electric Corporation Ltd.

Telephone number for inquiries: _____

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

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

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

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

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

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

5. זהו שמי, להלן חתימתי ותוכן תצהירי אמת.

חתימת המצהיר

תאריך

אימות חתימה

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

חתימה

חותמת

ATTACHMENT 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 1ב2. לחוק עסקאות גופים ציבוריים, תשל"ו-1976

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

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

Annexure W

OFFERORS CONSENT TO TERMS AND CONDITIONS

Purchasing process No.: 103217990

Subject: portable CT and PT tester

Specification No.: 307-05-2021

(a) We, _____ hereby agree that the submission of this proposal to IEC is subject to the terms and conditions, set forth in the RFP documents including the specification, and our signature below hereby implies our consent to all such terms and conditions including the commercial, contractual, technical and legal terms, without exception.

Right of Review

In addition to and without derogating from the instructions set forth under "Right of Unsuccessful Offerors to View the Tender Documents" stated in the Invitation to Submit Proposals, it is hereby clarified as follows:

- In light of the Offerors' right to view the Tender documents, an Offeror who objects to its proposal being disclosed **fully or partially** due to a trade secret or a professional secret which it considers to be part of its proposal, is required to mark the confidential parts of its proposal and to elaborate on them at the end of this article, and state the reasoning why they are confidential.
- In a Tender with two stages or a preliminary stage, an Offeror who is of the opinion that the price proposal **submitted by it includes confidential parts, shall explain and elaborate which parts are confidential , all in accordance with the instructions above and below.**
- **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.**
- It is hereby 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.**

Annexure S - General Conditions for Safety at Work At IEC's premises

1. Terms and Definitions

1.1 The Contractor shall mean: the Offeror

1.2 The Company shall mean: the Israel Electric Corporation Ltd. ,

1.3 The Contract shall mean: the Contract/Order

1.4 Work

All the direct and indirect activities, which the Contractor has to carry out in accordance with the Contract

1.5 The beginning of the works

The time of commencing of carrying out the Contract

1.6 The Contractor's representative

The proxy of the Contractor, who is responsible, on behalf of the Contractor, for the Contractor's employees and for carrying out the works

1.7 The company's representative

The person, who was assigned by the Company as responsible for carrying out the Contract with the Contractor or anyone on the Contractor's behalf

1.8 Obstacle

A situation or an obstruction, which is expected to cause damage to the health of a person, or damage to property or to the vicinity

2. General

The Contractor takes upon himself to take all the safety means that are required in order to carry out the Works and to keep all the instructions of the Ordinance of Safety at Work, the regulations that were set in accordance with it, The Law of Organizing the Supervision on Works – 1954 and the regulations that were set in accordance with it and any instruction or another demand according to any law. The Contractor also takes upon himself to keep all the instructions that will be demanded by the Company's representative and the commissioner of safety on behalf of the Company, which relate to safety in works, health and usage of equipment, notwithstanding the Contractor's liability according to any law.

3. Responsibility

3.1 The Contractor or anyone on his behalf is the sole responsible for the matter of safety and health of his employees. The Company will not be liable to any damage that will be caused to the Contractor's employees and/or his emissaries and/or anyone on his behalf and/or in his service, arising from an accident or damage, which will be caused during and as result of carrying out the Works.

3.2 The Contractor or anyone on his behalf shall conduct recording on the location of all his employees at any time.

3.3 The Company's representative will be allowed to carry out inspections of the Contractor and his employees, in order to verify that the Contractor meets his obligations, which are detailed in this safety appendix, without the said inspections imposing any liability on the Company and without derogating the Contractor's responsibility. The Contractor takes upon himself to act in accordance with instructions of the Company's representative / the safety commissioner on the matter of handling defects that will be found by him, as much as required.

4. Familiarity with the Work and its Vicinity

The Contractor declares that he visited the location of carrying out the Works and its vicinity and inspected the access ways to the location and is aware of the nature of the Work, the risks that are involved in it and the means, which should be taken, in order to carry out safe work.

The Contractor and/or the Contractor's representative and/or workers on his behalf shall not enter places / facilities to which they are not allowed to enter by the Company's representative / the safety commissioner and shall not carry out tasks that are not connected to carrying out their Work.

5. Entrance to the Company's Facilities and Reception of Access Badge

Reception of access badge to the site for the Contractor's employee is subject to the Contractor submitting to the Company's representative a copy of a form signed by the employee, which confirms that the employee received safety briefing, as said in Chapter 7 hereinafter.

Any access of the Contractor and/or his employees to the Company's facilities shall be accompanied by an entity on behalf of the Company, excluding Contractor's employees who are posted in the Company's sites as routine manner.

6. Training / Certifying Contractor Employees

6.1 The Contractor shall carry out the Works only with professional worker, with appropriate training and high proficiency, who hold all the certifications and licenses that are required by any law, for carrying out their Work. The Contractor shall be responsible to verify that all his employees are health wise qualified, as required by any law, for carrying out their Work.

The Contractor shall, as part of his responsibility, verify that that workers, who use special medical equipment (such as pacer-maker, electronic or ferromagnetic devices and similar devices) shall not be employed in the vicinity of electric facilities, which may cause interruption to their correct operation, in accordance with the instructions of any law.

6.2 The Contractor shall present, upon demand of the Company's representative / the safety commissioner, the list of all his employees, any license, certificate and all the rest that belongs to him or to his employees.

6.3 The Contractor shall not employ workers who are not his employees, but according to a written permission of the Company's representative.

7. Safety Training

7.1 The Contractor and/or the Contractor's representative takes upon himself to arrive at the site, prior to commencing the Works, to receive safety training on the matter of the risks in the premises in which the Works will be carried out by his employees. This training will be given by the Company's representative / the safety commissioner at least once a year.

7.2 The Contractor and/or the Contractor's representative shall sign on the reception of the safety training at the Company's representative / the safety commissioner.

7.3 The Contractor shall take care to train his employees, who carry out works for the Company (whether in the Company's premises or outside the Company's premises) and to give them all the information on the matter of the risks existing in the premises in which the employees will be employed and also updated instructions for safe using, operating and maintaining of equipment, materials and work processes in the location, in accordance with his duty in accordance with the regulations of the Organization of Supervision of the Work (providing information and training of workers) – 1999 and any other instruction or demand in accordance with any law. The Contractor shall also verify that each employee understood the risks and is familiar enough with the issues of the training, according to his role and the risks to which

he is exposed. In the framework of this obligation of the Contractor, the Contractor shall, among others:

- 7.3.1 To carry out trainings of the employees by the Contractor's representative, prior to commencing carrying out the works and at least once a year, in a language that the employees understand.
- 7.3.2 To verify and to declare that the training was given by a holder of any certification that is required in order to brief the employees.
- 7.3.3 To sign each Contractor's employee, who was trained, on a form that testifies that the employee received safety training and understands the contents of the training. Copies of the forms shall be submitted to the contract manager or his representative and/or the company's safety commissioner (see attached a form of declaration on reception of training in Appendix 1).
- 7.3.4 To train each new Contractor's employee who will be employed in carrying out the works or any Contractor's employee that his employment or work station was changed and to report the said training to the Company's representative.
- 7.3.5 To pass to the employees a written essence of information, on the issue of risks in the work in which the employees will be employed and also any written essence that will be given to him by the Company's representative, on the issue of risks in the work place and to verify that the contents of the essence of information as said will be passed to the employee in a language he understands, if the employee is not familiar with the languages in which the essence was given.
- 7.4 An employee shall not be employed in a work place, unless he received safety training, as detailed in the instructions of this clause.
- 7.5 Every day, before commencing the work:
 - 7.5.1 The Contractor's representative will be briefed on the risks in the location in which that day's work will be carried out, Company's representative / the safety commissioner, **except** cases of works that are carried out the Company' premises.
 - 7.5.2 The Contractor's representative shall carry out safety training to his employees, in accordance with the Work that they will carry out and the location of the employees' work and shall confirm, in writing, in the work log carrying out this training.

8. Preparation of Safety Management Plan

The Contractor shall submit to the Company's representative / the safety commissioner, prior to commencing the works, a plan of management of safety, in accordance and subject to the regulations of the Organization of Supervision of the Work (Plan of Management of the safety)) – 2013 (including the chapter of risk management, in respect to all the works that will be carried out by the Contractor). The plan shall be updated in accordance with the works that will be carried out by the Contractor.

9. Supply of Personal Protective Equipment, Equipment, Machines, Materials and Tools, including Storing

- 9.1 The Contractor takes upon himself to supply to all his employees tools, personal protective equipment and rescue means, in accordance with the regulations of safety at work (such as: work clothes, standard work shoes, boots, all types of gloves, glowing vest, hearing protection, protective goggles, protective helmet, breathing protection, protective equipment for works at height, protective equipment for work in surrounded location, including air monitoring appliance, etc.) which are fit for carrying out the works and in accordance with the specified in the Contract / specifications and/or as will be requested by the Company's representative.
- 9.2 No Work will be carried out without the personal protective equipment / tools/ materials/ machines that fit the type of Work.
- 9.3 The Contractor takes upon himself to keep inventory of personal protective equipment, as required for the matter of carrying out the works. Items of personal protective equipment

and/or tools will not be supplied to the Contractor by the Company. The Contractor's usage of the Company's equipment / tools shall be done only after receiving the explicit written consent of the Company.

- 9.4 The Contractor takes upon himself that the personal protective equipment, the equipment, machines, vehicles, materials and tools that he will supply to his employees shall be serviceable, standard and shall pass periodic inspections as required, in accordance with the manufacturer's instructions, the acceptable professional rules and in accordance with the required by any law and circumstances of the Work.
- 9.5 The Contractor shall care that the equipment, tools, the materials and the waste shall be concentrated in the place that was assigned for this in the work site and shall be placed in a manner and location that shall prevent any possible obstacle or damage to persons or property.
- 9.6 The Contractor shall take care that of the mechanical – engineering equipment, vehicles, lifting machines, lifting accessories, etc. shall be serviceable and shall have valid inspection survey and/or valid license, as required by any law.
- 9.7 The Contractor takes upon himself that every operator of mechanical – engineering equipment, operator of lifting machine and anyone who drives another vehicle shall have the required certification and valid license, as required by any law.
- 9.8 The Contractor shall supervise the fitness and adaptation of the equipment at all the time of carrying out the work and shall present the inspection certificates to the Company's representative.
- 9.9 In the case the Contractor carries or transports food, the contractor shall present the required certifications for the vehicles that are allowed to carrying and transport food.
- 9.10 The Company shall have the right to inspect, at any time, the safety of the Contractor's equipment and/or oblige the Contractor to present to the Company any license, certificate and any other permit of equipment, machines, materials and tools that the Contractor uses for carrying out the Works, without this inspection imposing any liability on the Company and without derogating the responsibility of the Contractor.
- 9.11 Storing of materials, including hazardous materials, shall be done by the Contractor and under his responsibility and will be coordinated with the Company's representative. Separation of materials and adequate marking shall be adhered to, as required in accordance with any law and the instructions of the Company's representative.

10. Environmental Inspections – Occupational and Health Booklets

- 10.1 The Contractor is responsible to carry out environmental – occupational inspections to his employees (hereinafter: "**Inspections**"), in accordance with the conditions and instructions of the Regulations of Safety at Work (Environmental Monitoring and Biologic Monitoring of Workers in harmful conditions) – 2011 and/or the regulations of safety of work in connection with unique harmful agents (hereinafter: "**The Health Regulations**"), in every location in which inspections are obliged according to the health regulations.
- 10.2 The Contractor shall present to the Company's representative the results of the inspections, upon receiving them and at any time, upon the demand of the Company's representative and shall act in accordance with the results of the inspections and in accordance with the instructions of the health regulations, including carrying out repeated inspections and medical inspections to his employees where needed.
- 10.3 For the purpose of fulfilling his obligation as said, the Contractor can carry out the inspections through the Company or in the framework of the connection that the Company has with a certified laboratory, at the Contractor's cost. In order to avoid any doubt, it is clarified that the said does not derogate the Contractor's responsibility to carry out the inspections.
- 10.4 The Contractor takes upon himself to carry out medical inspections to his employees in a certified location (occupational clinic) and to keep health booklets of all his employees, who are occupied in works for the Company, in accordance with the instructions of the health regulations. The Contractor takes upon himself to present to the Company's

representative / the safety commissioner, the health booklets prior to commencing the Works and at any time, upon the Company's representative demand.

10.5 The Contractor and his employees shall cooperate at the time of carrying out environmental occupational inspections, which shall be carried out in the site in which they work.

11. Coordination and Approval of Carrying out Works / Changes

11.1 The Contractor shall begin carrying out each new Work (both in the Company's sites and outside them), only after coordination (in all in respect to the character of the activity, the time, the location of the work, etc.) and obtaining the Company's representative's approval.

11.2 Any change in the Work or in carrying out any activity that is not included in the framework of the Work, which was approved in advance, requires the new approval of the Company's representative.

12. The work site and Removal of Obstacles

12.1 The Contractor takes upon himself to keep the vicinity of the location of carrying out the Work in clean, organized and safe manner, in order to prevent safety obstacles. The Contractor also takes upon himself to arrange (if such do not exist) adequate and safe access and evacuation ways in the area of the location of carrying out the Works, in coordination and upon the approval of the Company's representative and to keep them clear of any obstacle, material or equipment.

12.2 The Contractor takes upon himself to clean immediately any spilling of material, food, etc. and to handle immediately any obstacle that will be found by him or by the Company's representative.

12.3 Vehicles shall not be entered to the work sites, but upon the advanced approval of the Company's representative. Vehicles that are entered to the site shall not be parked close to cranes or other tools and shall not block access ways or passages or the access to facilities, elevators, etc.

12.4 The Contractor shall carry out his works with maximum caution, in order to not damage facilities, structures, cable systems, etc., which exist in the work area or close to it.

12.5 Carrying out the various works, at any stage, shall not interrupt the correct proceeding of activities of the existing facility and the Contractor shall avoid any action that may interrupt the correct activity of the facility.

12.6 The Contractor shall inform the Company's representative on any failure in any system and shall stop the Work in this area, until receiving instructions for the required handling.

12.7 Following the completion of carrying out his Works, the Contractor shall take upon himself to remove any temporary structures, equipment, facilities or waste of any kind and to leave the work site with all the required safety means, which are required by any law and in accordance with the demand of the Company's representative / the safety commissioner are present in it, located in it.

13. Fencing, Signs, Lighting and Warning Means

The Contractor takes upon himself to install, supply and maintain, at his own cost: guarding, fencing, adequate lighting, warning signs, including blinking lamps and other standard caution means in sufficient quantity to support the safety of the work site and the safety and convenience of the public and the workers, in any place in which it will be necessary, or as will be demanded by the Company's representative, or will be demanded by any law of instruction of any certified authority. If the Contractor does not adhere to the instructions of this clause, the Company shall be entitled to do the said arrangements, at the cost of the Contractor, and to deduct its expenses from any sum that is due to the Contractor from the Company.

14. Electric Works and/or Works in which there is Hazard of Electrification

14.1 Electric works shall be carried out by a licensed electrician with adequate license in accordance with The Law of Electricity – 1954 and its regulations.

14.2 Repair of electric tools and electric equipment shall be done by a certified electrician.

- 14.3 The Contractor takes upon itself to verify that all the electric portable and handheld tools and electricity panels shall be serviceable and standard and shall meet all the requirements of The Law of Electricity – 1954 and its regulations, including the requirements on the matter of double insulation, in accordance with the Regulations of Safety at Work (Electricity) -1990.
- 14.4 Disconnection of the electrical power, connection / returning the electrical power, connection to electrical power source, disconnecting / connecting of electrical appliances, shall be done only at the knowledge and approval of the Company's representative or the maintenance worker, who is responsible at the place.
- 14.5 The Contractor shall verify, prior to commencing the work, that the work vicinity, in which he intends to work, is dry and "clean" of exposed leads.
- 14.6 Any portable tool shall be connected to a panel in which there is a protective leakage switch, whether the panel is permanent or movable.
- 14.7 In installation works the Contractor shall keep the continuity of the grounding by bridging.
- 14.8 The Contractor shall verify that all his employees keep safety distances from live, exposed leads, in accordance with The Regulations of Safety at Work (Works at Height) – 2007, or in accordance with The Law of Electricity – 1954.
- 14.9 If Work, at distances smaller than the said in clause 14.8 above, is required, the Contractor shall ask the Company's representative to disconnect the leads from the voltage sources. In such case, the Work shall be carried out under constant supervision of the Company's representative, who will be present in the place at any time the Work is carried out.
- 14.10 In places in which there is suspicion that electrical cables exist and/or hazardous proximity to live leads, the Contractor shall work only under the constant supervision of the Company's representative, who will be present in the place at any time the Work is carried out.
- 14.11 The presence of the Company's representative, as said, shall not derogate the Contractor's responsibility to the safety of the workers and the facilities and he shall take all the means to meet the required safety conditions.
- 14.12 During carrying out the Works, if the Contractor is faced with electric facility / cables, or any other thing, the Contractor shall stop the works and shall report to the Company's representative, in order to receive instructions for continuing the Work. In such case, the Company is entitled to carry out the Works, or part of them, by itself or by its proxy and the Contractor shall cooperate and shall not have any financial demands in this connection.
- 14.13 Work or movement in the vicinity of electricity lines or on electricity rooms structures, shall be carried out such that hazardous proximity or close approach to live leads or pillars, including their equipment, foundations, or anchors, shall be avoided.
- 14.14 The ground surface in the vicinity of electricity pillars, their foundations and anchors and under electricity wires shall not be changed, unless it was approved in writing by the Company.

15. Works at Height

In case in which Work that is defined as work at heights, in accordance with the Regulations of Safety at Work (Work at Heights) - 2007, the Contractor shall take safety means, as required by the regulations.

The Contractor takes upon himself to carry out the Work in accordance with the regulations of Work at Heights and also not to employ a worker in work at heights, who does not have valid qualification, as required by any law. The Contractor takes upon himself to present to the Company's representative valid qualifications of his employees, who are intended to Work at Heights, upon the Company's representative demand. The Contractor takes upon himself to follow up the validity of the qualification of his employees for Work at Heights and to carry out refreshment training to his employees, in accordance with the regulations. Work in sliding shall be carried out only if it was found that this is the necessary and safe method to carry out the Work

and there is no permanent facility / system to carry it out. If carrying out the Work by the sliding method is decided, the Work shall be carried out in accordance with The Regulations of Safety at Work (Work at Heights).

16. Work in Surrounded Location

In cases in which Work is carried out in a surrounded location, as defined in the Ordinance of Safety at Work, the regulations that were set according to it and the Company's safety instructions – prior to carrying out the Work, the Contractor's representative shall have to pass dedicated safety training for work in surrounded location. The Contractor shall train all his employees in work at surrounded location.

An employee shall not be employed in a surrounded location, unless he passed dedicated training.

The Contractor or the foreman / head of group on his behalf, shall not commence the Work in a surrounded location before receiving the Company's representative approval.

17. Work with Exposed Fire

In cases in which works such as: heating, cutting, welding, sharpening and any other action, which causes creation of fire sparks, or exposed fire, the Contractor shall take all the means to prevent the spreading of the fire / explosion, including keeping available fire extinguishing means, distancing and/or neutralizing of flammable materials, partitioning, etc.

Notwithstanding the said above, the Contractor shall carry out the Works in accordance with and subject to the instructions of carrying out works with exposed fire by the Company's contractors.

18. Work with Hazardous Materials and Handling and Removal of Hazardous Waste

In this Clause:

- **Hazardous Material (HAZMAT)**
Any material that may cause damage to person, vicinity or property, having one of the following characteristics: explosive, ignitable, corrosive, oxidizing, poisonous, reactive, radioactive, compressed gas, etc.

- **Hazardous Waste**
Any kind of material, which contains hazardous material, which is removed or intended to be removed, or should be removed according to the ruling of the general manager of the Ministry of Ecology.

18.1 In cases of work with hazardous materials, the Work shall be carried out by the Contractor in accordance with The Regulations of Safety at Work and subject to the instruction of the safety sheet, as defined in the Regulations of Safety at Work (Safety Sheet, Classification, Packing, Labeling and Marking of Packages) – 1998 (hereinafter: "**The Safety Sheet**") of the material. The Contractor shall verify that all his employees and/or anyone on his behalf, who use various materials in the framework of carrying out the Works, shall operate in accordance with the instructions of the materials' safety sheets.

18.2 The Contractor shall report to the Company's representative any HAZMAT that is inserted into the Company's site, in order to obtain a written approval, prior to inserting them and also prior to carrying activities on-site, which may cause the creation of HAZMAT. The Contractor takes upon himself to submit to the Company's representative safety sheets of materials he uses, prior to commencing the work. The contractor shall not bring HAZMAT to the Company's sites / power stations and shall not use it without the approval of the commissioner of poisons in the site / power station.

18.3 Handling of HAZMAT or hazardous waste and/or removing them from the Company's premises shall be carried out by the Contractor in accordance with any law, the Company's procedures and the instructions of the Company's representative / the safety commissioner.

- 18.4 The transporting vehicles of the various kinds of HAZMAT / hazardous waste shall have all the licenses and permits that are required by any law.
- 18.5 Removal of the various kinds of HAZMAT / hazardous waste shall be to a certified site (if required by any law). Upon completion of the removal, the Contractor shall present to the Company's representative the certifications of removing the HAZMAT / hazardous waste to the certified site.
- 18.6 The Contractor is prohibited of using any material, which is prohibited to be used in accordance with any law, such as: asbestos.

19. Appointing a Safety Commissioner

- 19.1 In any case in which the number of the Contractor's employees exceeds 50, the Contractor shall take upon himself to appoint, prior to commencing the Works, a safety commissioner, with qualification certificate, in accordance with the conditions and instructions of The Regulations of Organization of Supervision of the Work (Safety Commissioners) – 1996 (hereinafter in this clause: "**The Regulations**").
- 19.2 The Contractor takes upon himself to present to the regional work supervisor on behalf of The Ministry of Economy, on the form that is intended for this, a notice with the name of the safety commissioner and to send a copy of the notice to the Company's representative.
- 19.3 The safety commissioner on behalf of the Contractor shall act to maintain the plan of safety management for the Contractor and shall operate in accordance with the instructions of the regulations.
- 19.4 The safety commissioner on behalf of the Contractor shall prepare a monthly report, in which the actions he took for raising the level of safety and prevention of risks in the Works shall be recorded and also any additional report that shall be demanded by the Company on the issues of safety and health. The said report shall be submitted to the Company's representative upon demand.

20. Presence of the Foreman / Responsible for a Group of Employees

The Contractor takes upon itself that the foreman / responsible for a group of employees on his behalf shall be present in the work site as obliged by any law and/or the instructions of the regional supervisor of the Works, at any time of carrying out work of his employees and shall have any certification that is required for carrying out the Works.

21. Stopping the Work as Result of Deviation from the Safety Instructions

- 21.1 The Company's representative / the safety commissioner shall have the authority to stop immediately the Works in a work site in which severe safety defects were found, among others in the following cases:
 - 21.1.1 In cases in which it seems to the Company's representative / the safety commissioner that there are severe safety defects and not stopping the works immediately may cause an accident.
 - 21.1.2 There are severe safety defects on-site and the Contractor's representative or anyone on his behalf do not act immediately and in the adequate manner to improve the safety situation on-site.
 - 21.1.3 Not keeping safety instructions or an instruction of the instructions of this appendix.
- 21.2 In a work site in which the Work was stopped, it shall be renewed only after the situation was repaired and a written report was received from the Contractor's representative on fixing the defects, which caused the stopping of the Work.
- 21.3 All the implications that arise out of the stopping of the Work as said shall be on the Contractor.

22. Investigation and Reporting Safety Events

- 22.1 The Contractor shall report immediately, in writing, to the Company's representative and to the various authorities, as obliged by any law, any case of an accident as result of which

a bodily damage was caused to a worker and/or to third party and/or to property. Or case of "Almost Accident" (hereinafter: "**Safety Event**").

- 22.2 Any safety event shall be investigated and inspected by the Contractor and/or entities on his behalf, to review the factors that caused the occurrence of the event and in order to take conclusions and steps to prevent repetition of similar events in the future.
- 22.3 Any investigation of a safety event shall be summarized and documented in a written report, which shall be submitted to the Company's representative / the safety commissioner.
- 22.4 Any information to external entities on the progress of the investigation, conclusions, results, etc. shall be submitted only by the authorized entities on behalf of the Company. Notwithstanding the said above, as much as the Company will investigate the safety event on its own, the Contractor shall cooperate with the Company as much as required, in order to carry out the inspection.

23. Selling Goods

In cases of selling goods, the Company does not carry out inspections and/or responsible to the safety of the items it sells and the Contractor is responsible to inspect their correct state.

24. Delivery of Goods

In the event the Contractor delivers food to the Company, the Contractor shall deliver the goods in accordance with and subject to the instructions of The Regulation of Safety at Work – Sales and Renting of Machines, Facilities and Equipment – 2001 and subject to any law.

25. Speed of Driving in the Company's Sites

The speed of driving in the Company's sites shall be in accordance with the traffic signs that are installed on-site. Upon lack of traffic signs, the maximum speed on-site shall be 30 kmh.

26. Providing First Aid

The Contractor shall keep at the work site a first aid kit and any other medical equipment that is required according to the essence of the Work and shall care to provide medical treatment services and first aid to his employees according to the needs and in accordance with the instructions of any law.

In the case, in which during carrying out the Work and/or providing service, the evacuation of one of the Contractor's employees by, ambulance, to receive medical services is needed, the Contractor shall assign one of his employees to accompany and stay with the evacuated employee until he is hospitalized, or until a family member / relative arrives, or until the employee is discharged.

27. Discipline and Fining as Result of Deviation from the Safety Instructions

- 27.1 Not keeping an instruction of the instructions of this appendix shall be regarded as fundamental breach of the contract.
- 27.2 Notwithstanding the Company's right to receive compensation according to the agreement and/or in accordance with any law, in the event the Contractor breached one of the instructions of this appendix and after he received a warning from the Company's representative / the safety commissioner, the Contractor shall pay the Company an advanced agreed and fixed compensation of 1,000 NIS for each breach as said. Contractor, who was fined and breached again one of the instructions of this appendix, shall pay the Company, for any additional breach, Company an advanced agreed and fixed compensation of 5,000 NIS.
- 27.3 The agreed sum of compensation shall be attached to the Index of Consumer's Prices and shall be increased in accordance with the rate of raise of the index between the basic month in which the Work had to be finished and the month in which the Work was actually finished.

27.4 The Company shall be entitled, at its sole discretion, to deduct the agreed sum of compensation from any sum that is due to the Contractor at any time, or to collect it from the Contractor at any other mean, including by offsetting or forfeiting of collaterals. Paying the compensations, deducting them or collecting them does not exempt the Contractor from his obligation to complete carrying out the Works or any other obligation in accordance with the agreement.

28. The Contractor's Declaration

I, the undersigned, hereby declare that I have read and understood the contents of the safety appendix and that I take upon myself to work according to it and in accordance with the instructions of any law.

Name of the Contractor

Contractor's Signature

Date

Appendix 1

Form of Recording of Periodic Training on the Issues of Safety to Contractor's Employees

Reference: The instructions of The Organization of Supervision the Work (Providing Information and Training of Employees) - 1999

The following are the details of the training that was carried out in the day of _____, between the hours _____.

The name of the Contractor: _____

The name of the foreman / responsible for the workers' team on behalf of the contractor: _____

The name of the Trainer / Instructor: _____

The topics of the safety training:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Details of the Employees who were Trained and the Declaration

By this signature of mine I Hereby confirm that I received the safety training, understood all the risks that are involved in the works and will act accordingly.

No.	First and Last Name	ID Number	Language of the Training	Employee's Signature
01				
02				
03				
04				
05				

No.	First and Last Name	ID Number	Language of the Training	Employee's Signature
06				
07				
08				
09				
10				
11				
12				
13				
14				
15				

The trainer's signature _____

Cc:

The supervisor on behalf of the appointed department

The Safety Commissioner

The site's manager

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