

EAPC

**Procedure
No. 21005699**

**Goods: Oil
Spill Boom**

Public Tender No. 21005699

Invitation to Submit Proposals

Europe Asia Pipeline Ltd. Company (hereinafter: "**the company**") invites bidders to submit proposals for the goods detailed as follows ("**the goods**") subordinate to the conditions specified in the order and its attached appendixes.

Description of goods required

Oil Spill Boom and accessories according to specification – attached as Appendix B (hereinafter: "Appendix B").

Preconditions

1. Bidders who satisfy the following conditions are entitled to participate and submit proposals:
 - 1.1. The goods offered by the Bidder will satisfy all the requirements detailed in Appendix B.
 - 1.2. Bidder shall declare and guarantee that:

Oil Spill Boom and all the components as specified at the Technical Specifications will be supplied to the company's site in Ashkelon not later than **3 calendar months** after the company sends the order. In case the bidder declares that the foreign proposal will be issued with EXW terms (Ex-Works) or FOB, the goods will be supplied to the company's freight forwarder not later than 2 calendar months.
2. Bidder shall declare that:
 - 2.1. In case the bidder is a manufacturer – the bidder has manufactured, during a period of 5 years prior to the deadline for submitting proposals, similar or equivalent Oil Spill Booms which were finally supplied to Customers In EU or OECD Member Countries, in an aggregate value of not less than 1,000,000 million Euro.
 - 2.2. In case the bidder is not a manufacturer – the bidder has supplied from at least one of the Manufacturers that follows the precondition mentioned in Sec. 2.1, during a period of 5 years prior to the deadline for submitting proposals, equipment for preventing marine pollution which was finally supplied to Customers In EU or OECD Member Countries, in an aggregate value of not less than 500,000 Euro.
3. For Israeli bidders: The bidder is eligible to participate in the Tender and enter into the Contract In accordance with the relevant provisions of Israeli law concerning transactions with public bodies; and the bidder has a valid

approval pursuant to the provisions of the Public Entities Transactions Law, 5736-1976 and it'll sign an appropriate affidavit attached as Appendix D.

4. For non-Israeli bidders: The bidder is not subject to sanctions, investigations, or other restrictions by a governmental authority of its home jurisdiction which would render it ineligible to participate in tenders of governmental corporations or other public bodies in its home jurisdiction.
5. For Israeli bidders: The bidder is registered in any registry as may be required by law.

It is hereby clarified that proposal which will not satisfy the above preconditions, might be disqualified. Without limiting the foregoing, the company is entitled (but not obliged) to allow the bidder to complete or correct documents that must be submitted or to waive the completion of documents and discuss the proposal as is.

Additional Terms

- 6.1. Bidder shall fill the prices for **each of the items** included in the Prices List specified in Appendix B.
- 6.2. Bidder shall attach a detailed and complete description of the goods offered, all in accordance with the technical requirements specified in Appendix B.
- 6.3. For avoidance of any doubt, Bidder will sign a declaration, attached as Appendix A.
- 6.4. For non-Israeli bidders: For proving Precondition 4 the Bidder will sign the declaration attached as Appendix C.
- 6.5. For Israeli bidders: If the bidder is held by a woman, the bidder shall attach to his bid all the necessary documents and a declaration in the form attached as Appendix E.
- 6.6. In order to prove the bidder's compliance with the threshold condition of experience, as specified in Section 2 of the above Threshold Conditions Chapter, the bidder shall attach to its bid a declaration in the form attached as Appendix A.
It is clarified that the Company may request the bidder to complete information and certificates with respect to this threshold and also to contact the relevant customers to whom the Goods were supplied and manufacturers, as it so decides at its sole discretion, without this derogating from its right to allow the bidder to complete any insufficiency in the documents it is to submit, or to amend or waive the completion of the documents and consider the proposal as submitted, all in its sole discretion. EAPC may waive the attaching of any such material, partially or fully, at its sole discretion, in the case of a supplier or manufacturer with prior experience of supplying similar or equivalent Oil Spill Booms or marine pollution to EAPC.
- 6.7. It is hereby clarified that the company has estimated the value of the goods and has every right to disqualify an offer whose total sum exceeds the total estimation by more than 25%, on that basis exclusively.

- 6.8. **Bidder shall specify his payment and delivery terms in relation to the goods offered. It is hereby clarified that any proposal which will include a request to get any payment before shipment might be disqualified.**
- 6.9. The proposal will include provision, transportation and unloading at the company's site in Ashkelon.
- 6.10. In case that the foreign proposal was issued with DAP terms an estimated cost of unloading at the company's site in Ashkelon will be added separately to the total sum of foreign proposals in order to compare them to the local ones.
- 6.11. In case that the foreign proposal was issued with EW terms (Ex-Works) additional estimated costs of international transportation, sea port charges, inland freight and unloading will be added separately to the total sum of the foreign proposals, in order to compare them to the local ones.
- 6.12. Prices will be compared based upon conversion according to the formal exchange rate to be known on the deadline for submitting proposals, as will be noted below.
- 6.13. The proposal will be submitted only in NIS, USD or Euro. Bidders shall not be allowed to link their proposal to any index or tariff, The payment will be made only in NIS, USD or Euro.
- 6.14. Bidder shall attach all the related documents and appendixes to the order (hereinafter: "**the documents**"), while they are completed and signed as required by the authorized signatories of the bidder.

Priority for Goods made in Israel

- 7.1. The Company will give preference to bids for goods made in Israel according to the provisions of Mandatory Tenders Regulations (Preference for Israeli Products and Mandatory Business Cooperation) 5755-1995 (the "**Preference Regulations**"), with regards to bids to supply Israeli goods whose quote price does not exceed the quote price of bids to supply imported goods by more than 15%.
- 7.2. In order to benefit from the preference stated in Section 7.1 above, a bidder is required to attach to its bid the following documents:
- 7.2.1. A declaration signed by the bidder's authorized signatories confirming that the value of the Israeli Price Component of the goods in question constitutes at least 35% of the Bid Price of those goods. The meaning of "Israeli Price Component" is as defined in the Preference Regulations: meaning the price of the goods, ex works of the Israeli Manufacturer, net of the costs of any raw materials, parts, consulting, services, planning, manpower and financing that were used in the manufacture of the goods and which originate from outside of Israel.
- 7.2.2. A certificate that the manufacturer of the goods is an Israeli citizen or a permanent resident of Israel or corporation registered in Israel.
- 7.2.3. Confirmation from an accountant regarding the percentage reflecting the ratio of the Israeli Price Component to the Bid Price of the relevant goods, as specified in the bidder's declaration. The confirmation shall

be prepared in accordance with the accepted audit standards in Israel, and the bidder's declaration in Section 7.2.1 above shall be attached thereto, imprinted with the accountant's stamp for identification purposes only.

- 7.3. The Company reserves the right to investigate each item and determine, solely on the basis of its own professional discretion, whether a particular item is an Israeli Product meeting the Preference Regulations requirements or not.
- 7.4. The Company reserves the right to inspect the Goods at the manufacture's site at any stage during the manufacturing process by itself or by a third party, and/or before its shipment to the Company and to make any necessary examinations before issuing a Purchase of Order to the winning bidder, solely on the basis of its own professional discretion.

8. Winner's selection process

- 8.1. Proposal will be chosen exclusively based upon financial cost, meaning the cheapest proposal will be granted 100% and all other proposals will be graded relatively.

- 8.2. Bidder which shall declare and guarantee that all the goods will be supplied to the company's site in Ashkelon not later than **2 calendar months** after the company sends the order will get a bonus of 5 points.

- 8.3. For instance-The estimated price of the goods was evaluated as 100 EUR. Proposal A's total cost is 105 EUR and it does not include Bidder's declaration that all the goods will be supplied to the company's site in Ashkelon not later than **2 calendar months** after the company sends the order.

Proposal B's total cost is 120 EUR and it includes Bidder's declaration that all the goods will be supplied to the company's site in Ashkelon not later than **2 calendar months** after the company sends the order.

Proposal C's total cost is 130 EUR and it includes Bidder's declaration that all the goods will be supplied to the company's site in Ashkelon not later than **2 calendar months** after the company sends the order.

- 8.4. In such case Proposal C may be disqualified because it exceeds the total estimation by more than 25%. Proposal A will get 100 points because it poses the lowest price that was offered, Proposal B will get 87.5 points ($105/120 \times 100$) for the price that was offered plus 5 points because of Bidder's declaration that all the goods will be supplied to the company's site in Ashkelon not later than **2 calendar months** after the company sends the order and it will score 92.5 points. In that case' bidder A will win the tender.

Various guidelines

9. The Company reserves the right, at its sole discretion, to hold an additional competitive procedure (Best & Final) in accordance with the Mandatory Tenders Regulations if the total sum of the bids exceeds the total estimation made by the Company or if there are circumstances in which such procedure is needed to the benefit of the Company.
10. This invitation to submit proposals should not be treated as any obligation of the company towards a contractual engagement with the bidder.
11. It is hereby clarified that the company is not obligated to accept the lowest bid or any bid whatsoever, or to explain its selection.
12. The Company reserves the right to choose a proposal, in part or in its entirety.
13. The Company reserves the right to cancel the engagement procedure in its entirety or in part at any time prior to choosing the winner, thus without providing any explanation.
14. **Bidders shall submit their bids only to the e-mail address named Tender2@eapc.co.il no later than 11th of May 2021 on 11:00, Israel time (hereinafter "The deadline for submitting proposals").**
Bids shall be signed by an individual authorized to submit the bid on bidder's behalf. Bids that will not be submitted to the aforesaid e-mail address might be disqualified.
Please notice that it's possible to send to the aforementioned e-mail box one file which does not exceed 24 MB. If your file exceeds the limit, please split the files or find another proper solution.
15. Participants who have questions / clarifications regarding the procedure, may only send an email to amosw@eapc.co.il, no later than **4th of May 2021 on 15:00, Israel time**.
16. Replies to clarification requests and modifications will become an integral part of this document and of the bidder's proposal and will force him in any respect.
17. At the time of submitting the proposal, bidder shall attach replies, clarifications and modifications mentioned above, while they are signed by him and adjusted to the guidelines yet to be published.

General

18. At any point of time and according to its exclusive discretion, the company will be entitled to modify and/or cancel the order or to stipulate bidder's participation by ordering modifications or by any other conditions, thus without explaining its decision.
19. The Company may, at its discretion, reduce the quantity of goods in its order, in accordance with its needs, and all relevant provisions of the Tender shall apply regarding reduced quantity
20. **Any reservation, modification, condition or addition that will be made by the bidder in the proposal documents and regarding them, whether in the proposal itself or in its attached documents, might be ignored, accepted or, may disqualify the proposal. The company may make any other decision that the Company may deem appropriate under the circumstances.**

21. All procedure documents are company's property. Bidder must not copy nor use them for any other purpose.
22. Expenses of any kind whatsoever, involved in making the proposal for the engagement procedure or in participation in the procedure, will be carried exclusively by the bidder.
23. According to its exclusive discretion, the company is entitled to postpone any dates noted in this document regarding to replies to clarification requests and / or submission of proposals in the engagement process.
24. Bidders are entitled to offer only one bid. In case that Bidder will offer more than one bid, all his bids might be disqualified.
25. Without derogating from the above, Bidders will be permitted to correct his first bid by submitting a second bid provided that: 1. The Bidder will notify in his new bid that it replaces the first one; 2. The second bid will be submitted no later than the deadline for submitting proposals.

Governing Law

26. This process is subject to the laws of the State of Israel, as they shall be formulated from time to time.
27. Any matter related to this Tender and the Works shall be adjudicated only in the authorized court of the Southern District of Israel.

Sincerely,

Europe Asia Pipeline Company Ltd.

Appendix A

Date: _____

Supplier's bid for procedure no. 21005699

I, the undersigned below,

Name: _____ ID / PC: _____

Address: _____

Phone: _____ e-mail: _____

By the authorized to oblige on behalf of the above - Mr / Ms:

_____,

hereby to declare and promise as follows:

1. We have read and understood the **Public Tender No. 21005699 Invitation to Submit Proposal for Oil Spill Boom** and its appendixes. On the behalf of the bidder, I agree with all the aforementioned there and accept all the terms and conditions without any reservation.

[Bidder shall specify in his proposal price of unit and price of line for each item of goods, and the total price of the proposal. Bidder must specify prices regarding all the items mentioned in the Specification]

2. The goods offered by the Bidder satisfy all the requirements detailed in Appendix B.

3. **In case that the bidder is a manufacturer:**

We declare that the bidder has manufactured, during a period of 5 years prior to the deadline for submitting proposals, similar or equivalent Oil Spill Booms which were finally supplied to Customers In EU or OECD Member Countries, in an aggregate value of not less than 1,000,000 million Euro.

4. **In case that the bidder is not a manufacturer:**

We declare that the bidder has supplied from at least one of the Manufacturers that follow the precondition mentioned in Sec. 3 above, during a period of 5 years prior to the deadline for submitting proposals, equipment for preventing marine pollution which was finally supplied to Customers In EU or OECD Member Countries, in an aggregate value of not less than 500,000 Euro.

5. We offer to provide you with goods in accordance with the conditions specified in the order, under the price specified in Appendix B, and in addition we guarantee that all the goods will be supplied to the company's warehouses in Ashkelon not later than _____ calendar months after the company sends the order (not more than 3 months).

In case the bidder declares that the foreign proposal will be issued with EXW terms (Ex-Works) or FOB, the goods will be supplied to the company's freight forwarder not later than _____ calendar months (not more than 2 months).

6. Our proposal will be valid at least 30 days following the deadline for submitting proposals.

In witness whereof I have signed,

Bidder's name

Signature of authorized signatories

Bidder's address: _____

Authorized signatory's name: _____

Date: _____

Appendix B- see attached EAPC Specifications

Appendix C

For non-Israeli bidders

Bidder's Declaration

To: Europe Asia Pipeline Ltd. Company

We the undersigned: _____ (the “**Bidder**”) hereby declare as follows:

The Bidder is not subject to sanctions, investigations, or other restrictions by a governmental authority of its home jurisdiction, which would render it ineligible to participate in tenders of governmental corporations or other public bodies in its home jurisdiction.

Name of Bidder

Bidder's authorized
representative

Signature & Stamp

Appendix D

For Israeli bidders

תצהיר לפי חוק עסקאות גופים ציבוריים, התשל"ו-1976

אני החתום מטה, מר/גב' _____, נושא/ת ת.ז. _____ שמספרה _____, לאחר שהוזהרתי כי עלי לומר את האמת וכי אהיה צפוי/ה לעונשים הקבועים בחוק אם לא אעשה כן, מצהיר/ה בכתב כדלקמן:

1. אני הוסמכתי כדין על ידי _____ שמספרו _____ (להלן: "המציע") לחתום על תצהיר זה בקשר ל- Public Tender No. 21005699.

2. יש לסמן את הסעיף הרלוונטי מבין האמורים להלן:

☐ המציע או בעל זיקה* אליו לא הורשעו** ביותר משתי עבירות***;

☐ המציע או בעל זיקה אליו הורשעו ביותר משתי עבירות, אך במועד האחרון להגשת המסמכים במכרז חלפה שנה אחת לפחות ממועד ההרשעה האחרונה.

* "בעל זיקה" – כהגדרתו בסעיף 2ב(א) לחוק עסקאות גופים ציבוריים, תשל"ו-1976.

** "הורשע" – הורשע בפסק דין חלוט בעבירה שנעברה לאחר יום 31.10.02.

*** "עבירה" – עבירה לפי חוק שכר מינימום, התשמ"ז-1987 או עבירה לפי חוק עובדים זרים (איסור העסקה שלא כדין והבטחת תנאים הוגנים), התשנ"א-1991 ולעניין עסקאות לקבלת שירות כהגדרתו בסעיף 2 לחוק להגברת האכיפה של דיני העבודה, התשע"ב – 2011, גם עבירה על הוראות החיקוקים המנויות בתוספת השלישית לאותו חוק.

3. יש לסמן את הסעיף הרלוונטי מבין האמורים להלן:

☐ חלופה א' – הוראות סעיף 9 לחוק שוויון זכויות לאנשים עם מוגבלות, התשנ"ח – 1998 (להלן: "חוק שוויון זכויות") אינן חלות על המציע.

☐ חלופה ב' – הוראות סעיף 9 לחוק שוויון זכויות חלות על המציע והוא מקיים אותן.

4. למציע שסימן את חלופה ב' בסעיף 3 לעיל – יש להמשיך ולסמן בחלופות המשנה הרלוונטיות להלן:

☐ חלופה (1) – המציע מעסיק פחות מ-100 עובדים.

☐ חלופה (2) – המציע מעסיק 100 עובדים לפחות, והוא מתחייב לפנות למנכ"ל משרד העבודה הרווחה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך לשם קבלת הנחיות בקשר ליישומן.

במקרה שהמציע התחייב בעבר לפנות למנכ"ל משרד העבודה הרווחה והשירותים החברתיים לפי הוראות חלופה (2) לעיל, ונעשתה עמו התקשרות שלגביה הוא התחייב כאמור באותה חלופה (2) – הוא מצהיר כי פנה כנדרש ממנו, ואם קיבל הנחיות ליישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, הוא גם פעל ליישומן.

5. למציע שסימן את חלופה (2) בסעיף 4 לעיל – המציע מתחייב להעביר העתק מתצהיר זה למנכ"ל משרד העבודה הרווחה והשירותים החברתיים בתוך 30 ימים ממועד התקשרותו עם החברה (ככל שתהיה התקשרות כאמור).

6. אני מצהיר/ה כי קראתי היטב הצהרה זו על כל חלקיה, הבנתי את תוכנה, והנני מתחייב/ת לקיים את כל הוראותיה.

7. זה שמי, זו חתימתי ותוכן תצהירי דלעיל אמת.

חתימת המצהיר

אישור

הנני מאשר בזה, כי ביום _____ הופיע בפני, עו"ד _____, במשרדי ברחוב _____, מר/גב' _____, שזיהה/תה עצמו/ה על ידי תעודת זהות מספר _____, המוסמך/ת לחתום על המסמכים למכרז ועל תצהיר זה בשם המציע, ואחרי שהזהרתי/ה כי עליו/ה להצהיר את האמת וכי יהיה/תהיה צפוי/ה לעונשים הקבועים בחוק אם לא יעשה/תעשה כן, אישר/ה את נכונות הצהרתו/ה דלעיל וחתם/ה עליה בפני.

חתימת עו"ד

חותמת ומספר רישיון עורך דין

תאריך

Appendix E

For Israeli bidders

אישור בדבר עסק בשליטת אישה [אם רלוונטי]

אני, ר"ח _____, מאשר/ת בזאת כי העסק הינו בשליטת אישה כהגדרתו בסעיף 22 לחוק חובת המכרזים, התשנ"ב-1992, ולא מתקיים בו אף אחד מאלה:

1. אם מכהן בעסק נושא משרה שאינו אישה – הוא אינו קרוב של המחזיקה בשליטה.
2. אם שליש מהדירקטורים אינם נשים – אין הם קרובים של המחזיקה בשליטה.
3. המחזיקה בשליטה בעסק _____ היא _____ גב' _____, הנושאת ת.ז. מס' _____.

תצהיר בעלת השליטה

אני, _____, נושאת ת.ז. מס' _____, מצהירה בזאת כי התאגיד / העסק _____ נמצא בשליטתי בהתאם לסעיף 22 לחוק חובת המכרזים, התשנ"ב-1992.

חתימה + חותמת

שם מלא

תאריך