

EAPC

**Invitation to bid
for purchase a
Mooring & Work
boat**

Public Tender Invitation to Submit Proposals

Europe Asia Pipeline Ltd. Company (hereinafter: "**the company**" or "**EAPC**") invites bidders to submit proposals for manufacture and supply of a multipurpose boat detailed as follows ("**the Boat**") subordinate to the conditions specified in the order and its attached appendixes.

General

EAPC is interested to receive bids for manufacture and supply of a Mooring & Work boat to serve EAPC - Port of Ashkelon, all according to the Technical Specification attached as Appendix A to this Tender. EAPC is also considering to purchase 2 similar Mooring & Work boats during the years 2025-2029.

Preconditions

1. Bidders who satisfy the following conditions are entitled to participate and submit proposals:
 - 1.1. The Boat offered by the Bidder will satisfy all the mandatory requirements detailed in Appendix B.
 - 1.2. Bidder shall declare and guarantee that the Boat will be manufactured by the winning bidder himself.
 - 1.3. Bidder shall declare and guarantee that the Boat and all its components as specified in the Technical Specifications will be supplied to Haifa or Ashdod Port in CIF Terms not later than **22 calendar months** following the signature of the Agreement by EAPC.
 - 1.4. Bidder shall declare and guarantee that his bid will be valid for at least 6 months until the receiving a Purchase of Order by EAPC.
 - 1.5. Such bidder has manufactured and successfully delivered, during the period between 1.1.2019 and till the deadline of submitting proposals, at least 2 similar or identical Boats (Work boat, Mooring boat, tug boat).
2. For Israeli bidders:
 - 2.1. 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 E.
 - 2.2. The bidder is registered in any registry as may be required by law.
3. For non-Israeli bidders:

3.1. The bidder is registered in a country that has diplomatic relations with Israel and its office holders or owners are not residents or citizens of a state or entity which does not have diplomatic relations with Israel.

3.2. 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.

4. 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.

5. Winner's selection process

Proposal will be chosen based upon:

5.1. Financial cost which will consist of 40% of the total evaluation in which the cheapest proposal will be granted 40% and all other proposals will be graded relatively.

5.2. Evaluation of the bidder and Technical Proposal Score which will consist of 60% based on the parameters as specified in the attached Evaluation Criteria Table - Attached as Appendix C to this Tender.

6. Additional Terms

6.1. The price of the bid shall be CIF to the port of Ashdod or Haifa and will be written in the form attached as Appendix H.

6.2. VAT and any other levies imposed by Israeli tax authorities, if applicable, shall be borne by EAPC.

6.3. Bidder shall attach a detailed and complete certificates and documents, description and any other documents, all in accordance with the Technical Specifications.

6.4. For non-Israeli bidders: For proving Precondition 3.2 the Bidder will sign the declaration attached as Appendix F.

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 G.

6.6. In order to prove the bidder's compliance with the threshold condition of experience, as specified in Section 1.1-1.5 of the above Threshold Conditions Chapter the bidder will sign an appropriate affidavit attached as Appendix D. In order to enable EAPC to evaluate the experience of the bidder and the proposed designer, bidder shall attach to its form attached as Appendix D a list of customers and its contacts to whom the relevant Boats were supplied or designed.

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 BOATS were supplied, 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 with prior experience of supplying similar or equivalent Boats 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 15%, or decreases the total estimation by more than 10%, on that basis exclusively.**
- 6.8. 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.
- 6.9. 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.
- 6.10. 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.

Various guidelines

8. 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.
9. This invitation to submit proposals should not be treated as any obligation of the company towards a contractual engagement with the bidder.
10. It is hereby clarified that the company is not obligated to accept the lowest bid or any bid whatsoever, or to explain its selection.
11. 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.
12. **Bidders shall submit their bids only to the e-mail address named Tender2@eapc.co.il , no later than November 4th 2024 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. Emails with links will not open.

All Bid's documents and the requested declarations shall be in English only.

13. Participants who have questions / clarifications regarding the procedure, may only send an email to amosw@eapc.co.il, no later than **29th of September on 11:00, Israel time**.
14. All the questions/clarifications shall be in English.
15. 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.
16. 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

17. 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.

18. **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.**
19. All procedure documents are company's property. Bidder must not copy nor use them for any other purpose.
20. 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.
21. 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.
22. The company will be entitled to choose a bid ranked second as a winning bid, in case the winning bid will not be realized due to any reason.
23. Bidders are entitled to offer only one bid. In case that Bidder will offer more than one bid, all his bids might be disqualified.
24. 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

25. This process is subject to the laws of the State of Israel, as they shall be formulated from time to time.
26. 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

Technical Specification

Appendix B- –Technical Mandatory requirements

[Appendix C](#) - Evaluation Criteria Table

Appendix D

Bidder's Declaration

To: Europe Asia Pipeline Ltd. Company

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

1. The Boat offered by the Bidder will satisfy all the mandatory requirements detailed in Appendix B.
2. The Bidder declare and guarantee that the Boat will be manufactured by the bidder himself.
3. The Bidder declare and guarantee that the Boat and all its components as specified in the Technical Specifications will be supplied to Haifa or Ashdod Port in CIF Terms not later than **22 calendar months** following the signature of the Agreement by EAPC.
4. The Bidder declare and guarantee that his bid will be valid for at least 6 months until the receiving a Purchase of Order by EAPC.
5. The bidder has manufactured and successfully delivered, during the period between 1.1.2019 and till the deadline of submitting proposals, at least 2 similar or identical Boats (Work Boats, mooring ,tug boats).

Customer's Name	Vessel main particulars	Vessel delivery date	Customer's Contact Name + Telephone No.

Name of Bidder

Bidder's authorized
representative

Signature & Stamp

Appendix E

For Israeli bidders

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

אני החתום מטה, מר/גב' _____, נושא/ת ת.ז. שמספרה _____, לאחר שהזהרתי 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 Mooring & Work boat.

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 שהזהרתיו/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 F

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 G

אישור בדבר עסק בשליטת אישה [אם רלוונטי]

אני, ר"ח _____, מאשר/ת בזאת כי העסק הינו בשליטת אישה כהגדרתו בסעיף 2ב 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 שלישי 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 2ב לחוק חובת המכרזים, התשנ"ב-1992.

חתימה + חותמת

שם מלא

תאריך

Appendix H

Date: _____

Supplier's bid for Mooring and work boat

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 Invitation to Submit Proposals for mooring and work Boat** 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.

Total price: _____

or in Words: _____.

In witness whereof I have signed,

Bidder's name

Signature of authorized signatories

Bidder's address: _____

Authorized signatory's name: _____

Date: _____