

**CLALIT HEALTH SERVICES  
LOGISTIC AND INFRASTRUCTURE  
DIVISION  
GENERAL PURCHASING DEPARTMENT  
  
HOSPITAL VISCO  
MATTRESSES  
FOR CLALIT HEALTH  
SERVICES MEDICAL CENTERS**

**INTERNATIONAL PUBLIC TENDER NO.**

**91-6/17**

**TWO-PHASE TENDER**

**January 2017**

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

**Public tender No.91-6/17 hospital Visco Mattresses for Clalit Health Services**  
**Medical Centers - Two-phase tender**

**Preface**

1. Clalit Health Services (hereinafter: “**Clalit**”) is the leading health services provider in Israel and provides medical services to more than 4 million customers. Clalit is one of the largest health organizations worldwide, and offers medical services by its 40,000 employees in 14 medical centers and 1,400 community clinics.
2. From time to time, Clalit purchases for its medical centers new hospital Visco Mattresses in different sizes.
3. Therefore, you are hereby invited to submit to Clalit a price proposal for hospital Visco Mattresses in different sizes (hereinafter: the “**Mattresses**”) under all the terms and requirements detailed in this document.
4. It is possible to submit a price proposal solely and only for model or models of Mattresses that meet all the requirements as detailed in **Appendix F**. However, for each model that meets all the requirements as detailed in **Appendix F**, and for all the sizes of the Mattresses as detailed in **Appendix F**, **the price proposal will be the same** (Bidder cannot submit different price proposals for different models of Mattresses or for different sizes of Mattresses). **Bidder that will submit different price proposals for different Mattresses or for different sizes of Mattresses – will be disqualified.**
5. The price proposal of the tender can be submitted directly by the Mattress manufacturer (hereinafter: the “**Foreign Bidder**” or the “**Local Manufacturer**”, accordingly) or by an authorized representative on its behalf in Israel (hereinafter: the “**Vendor**”).
6. Pre-requisites for submitting the proposal:
  - 6.1. Each bidder must meet the following requirements, which are thresholds to its participation in the tender:
    - 6.1.1. The manufacturer of the Bidder's proposed Mattresses sold during the years 2013-2015 at least 3,500 Mattresses in total.

A bid that does not meet the thresholds may be disqualified and not be submitted for discussion, subject to the right (and not the obligation) of the Tender Committee to grant the bidder, in its sole and absolute discretion, with the opportunity to amend any flaw which was found in its bid, including a material flaw, or add any document or authorization which was not attached to its bid. Bidders hereby irrevocably waive any claim and / or contention and / or demand against Clalit in connection with the foregoing and any matter connected, involved and resulting therefrom.

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7. Orders of the Mattresses (and or Mattresses covers) by Clalit, shall be made in multipliers for each order according to the quantity of Mattresses, from various sizes, filling a 40 foot container. The orders shall be prepared in such way that the delivery shall be for full containers only (filled with Mattresses at different sizes).the minimum quantity for one order shall be one 40-foot container. The orders for the Mattresses shall be issued from time to time during the term of the contract and according to Clalit's requirements.
8. Inasmuch as this relates to a foreign bidder: The delivery shall be carried out in accordance with CIP Ashdod Port (according to International Commercial Terms) and included in the price proposal; inasmuch as this relates to a vendor or a local manufacturer: the delivery shall be carried out directly to the Clalit medical centers and included in the price proposal.

The supply of the Mattresses (and or Mattresses covers) pursuant to the terms as described above shall be made within 90 (ninety) days from the date of each order. The payment for each Mattress (and or Mattresses covers) shall be net + 60 days from the date of delivery.

9. By virtue of this tender, the contract is for a period of 48 (forty eight) months, which shall commence on the start date as shall be determined by Clalit and the bidders shall be notified as regards the results of the tender (hereinafter: **“the term of the contract”**).
10. Within the framework of the tender, **no negotiations shall be conducted** ('one shot game' – the Bidders shall not be given any opportunity to submit an additional price proposal).
11. Subject to all the terms detailed in this tender, Clalit intends to select two winners for the tender, pursuant to the following:
- 11.1. **“First winner”** - the Bidder whereby the score given to his proposal shall be the highest (hereinafter: the **“Best Bid”**), shall be declared as “the first winner”.
- Clalit commits that during the 3 (three) years from the date of commencement, and subject to a *force majeure event*, the provisions of any law and authorized authority, the integrity of the products and the full compliance of the first winner with all the terms and requirements described in the tender documents, Clalit shall purchase from the first winner at least 1,200 Mattresses (hereinafter: the **“Minimum Quantity for the First Winner”**) at the price of the best offer. The Best Bids shall obligate the first winner for all intents and purposes during the term of the contract (including for purchases over and above the Minimum Quantity for the First Winner).

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- 11.2. “Second winner” - the Bidder whereby the score given to his proposal shall be the second highest (hereinafter: the “**Second Bid**”), shall be declared as the second winner. Clalit commits that during the period of 3 (three) years from the date of commencement, and subject to a *force majeure event*, the provisions of any law and authorized authority, the integrity of the products and full compliance of the second winner with all the terms and requirements described in the tender documents, Clalit shall purchase from the second winner at least 600 Mattresses (hereinafter: the “**Minimum Quantity for the Second Winner**”) at the prices of the second bid. The prices of the Second Bid shall obligate the second winner for all intents and purposes during the term of the contract (including for purchases over and above the Minimum Quantity for the Second Winner).

### **Criteria for selection of the winning bids**

12. The criteria for selection of the winning bids are price proposal (70%) and quality score (30%) as detailed hereinafter:

- 12.1. **Price proposal (70%)** - the maximum score with respect to this criterion is 100 points as follows:

For each of the items noted in the price proposal list in **Appendix B** it has been determined, only for the purposes of the tender and in order to compare offers - the estimated quantity of items which could be purchased by Clalit during the term of the contract (it shall be clarified and emphasized that Clalit does not commit that orders of any item during the term of the contract shall accord the distribution described in **Appendix B**).

The estimated quantity of each item shall be multiplied by the corresponding price proposal (without VAT). Clalit shall summarize all the multipliers.

As regards to a foreign bidder: In order to compare fairly and correctly between a bid submitted by a foreign bidder and a bid submitted by a vendor or a local manufacturer, and considering the difference in the delivery mechanism between the two types of bidders as aforementioned (as defined above), the price of each hospital Mattress, inasmuch as this is a bid by a foreign bidder, a sum of 5 Euros shall be added (hereinafter: “**Supplement for One Mattress**”). This sum reflects the estimated costs to Clalit for execution of all the aforementioned as regards one Mattress, including Mattresses cover; this sum includes, *inter alia*, the estimated cost for release from customs and the average cost of transportation to the medical center. It is clarified and emphasized that precise price of each of the components of the supplement as aforementioned is within the realm of a trade secret of Clalit, it is not to be considered as part of the tender documents and it shall not be exposed during any stage to any of the bidders, including in the reviewing of tender documents phase.

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Each bidder submitting an offer shall be considered for all intents and purposes as one who has agreed irrevocably to all the aforementioned and he shall not make any claim whatsoever in regard to the supplement for one Mattress, and all matters entailed and relating to such.

The accuracy of the weighted price shall be two digits after the decimal point. The price proposal that complies with all the terms and conditions specified in this tender, that quoted the lowest weighted prices shall be ranked first (hereinafter: in this section: the “**Cheapest Proposal**”) and shall receive for this criterion 100 points. The rest of the price proposals complying with all the terms and conditions of the tender shall be examined in comparison with the Cheapest Proposal, and shall receive an amount of points according to the ratio between the Cheapest Proposal and the proposal being examined, times 100. For example: if the Cheapest Proposal is 590 and the proposal being examined is 650 then the score that the proposal being examined shall receive is 90.77 [(590/650) x 100]. The score accuracy shall be one hundredth of a point.

- 12.2. **Quality score (30%):** the maximum score as regards to this criterion is 100 points as detailed hereinafter. For each proposal that meets all the terms and conditions of the tender a quality score shall be awarded within a range of 0-100. The quality score shall be determined as follows:

<u>Quality factor</u>	<u>Section</u>	<u>Points</u>
1. Visco layer density	3.5	40 a Mattress which its Visco layer density is the highest in accordance with all the bids complying with all the terms and conditions of the tender, shall receive a full score for this parameter (hereinafter in this section: the “ <b>Quality Bid</b> ”). The rest of the bids complying with all the terms and conditions of the tender shall be examined as compared to the Quality Bid, and shall receive a number of points pursuant to the ratio between the Visco layer density of the bid and the Visco layer density of the Quality Bid, times 40. The score accuracy shall be one hundredth of a point. The score for this parameter shall be awarded pursuant to the manufacturer’s declaration (worded as <b>Appendix E</b> ) as shall be attached to his bid and approved by Clalit Medical Engineering engineers.
2. Visco layer `Support Factor` value	3.6	30 a Mattress which its Visco layer `Support Factor` value is the highest in accordance with all the bids complying with all the terms and conditions of the tender, shall receive a full score for this parameter (hereinafter in this section: the “ <b>Quality</b> ”

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		<p><b>Bid</b>). The rest of the bids complying with all the terms and conditions of the tender shall be examined as compared to the Quality Bid, and shall receive a number of points pursuant to the ratio between the Visco layer `Support Factor` value of the bid and the Visco layer `Support Factor` value of the Quality Bid, times 30. The score accuracy shall be one hundredth of a point. The score for this parameter shall be awarded pursuant to the manufacturer's declaration (worded as <b>Appendix E</b>) as shall be attached to his bid and approved by Clalit Medical Engineering engineers.</p>
3. maximum patient weight	3.8	<p>10</p> <p>a Mattress which its maximum patient weight is higher than 170 Kg shall receive a full score for this parameter; a Mattress which its maximum patient weight is between 150 Kg to 170 Kg shall receive half of the score for this parameter. The score for this parameter shall be awarded pursuant to the manufacturer's declaration (worded as <b>Appendix E</b>) as shall be attached to his bid and approved by Clalit Medical Engineering engineers.</p>
4. Breaking strength according to ISO 13934	3.17	<p>20</p> <p><u>Warp</u>: a Mattress which its warp Breaking strength is the highest in accordance with all the bids complying with all the terms and conditions of the tender, shall receive half of the score for this parameter (hereinafter in this section: the <b>“Quality Bid</b>). The rest of the bids complying with all the terms and conditions of the tender shall be examined as compared to the Quality Bid, and shall receive a number of points pursuant to the ratio between the warp Breaking strength of the bid and the warp Breaking strength of the Quality Bid, times 10. The score accuracy shall be one hundredth of a point. The score for this parameter shall be awarded pursuant to the manufacturer's declaration (worded as <b>Appendix E</b>) as shall be attached to his bid and approved by Clalit Medical Engineering engineers.</p> <p><u>Weft</u>: a Mattress which its weft Breaking strength is the highest in accordance with all the bids complying with all the terms and conditions of the tender, shall receive half of the score for this parameter (hereinafter in this section: the <b>“Quality Bid</b>). The rest of the bids complying with all the terms and conditions of the tender shall be examined as compared to the Quality Bid, and shall receive a number of</p>

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		points pursuant to the ratio between the weft Breaking strength of the bid and the weft Breaking strength of the Quality Bid, times 10. The score accuracy shall be one hundredth of a point. The score for this parameter shall be awarded pursuant to the manufacturer's declaration (worded as <b>Appendix E</b> ) as shall be attached to his bid and approved by Clalit Medical Engineering engineers
Total points for quality factors		<u>100</u>

The bidder whose bid complies with all the terms and conditions of the tender and who shall receive the highest quality score (hereinafter in this section: the “Quality Bid”) shall receive for this criterion 100 points. The rest of the bids complying with all the terms and conditions of the tender shall be examined as compared to the Quality Bid, and shall receive a number of points pursuant to the ratio between the quality score of the bid and the Quality Bid, times 100. The score accuracy shall be one hundredth of a point.

The quality score shall be multiplied by 30%.

Clalit shall be permitted to request clarifications in writing.

- 12.3. A ‘passing’ score for this purpose is a minimum general score of 60 (sixty). If the scoring team decides that the examined bid does not comply with all of the conditions defined in the documents of this process, or, alternatively, that the score that it should be given is lower than 60, it will be entitled, but not obligated, to notify the bidder that his bid has been disqualified. Notwithstanding everything stated in this section above, it is clarified that the scoring team will be entitled – in accordance with its sole discretion, to make its approval of an examined bid as a ‘passing score’ (i.e., as entitled to a minimum score of 60) conditional upon such conditions as will be determined by it at its sole and absolute discretion.

If Clalit makes its approval of an examined bid as ‘passing’ conditional upon the making of changes and/or adjustments, the bidder shall make all of the changes and/or adjustments as aforesaid within the time directed by Clalit. Thereafter, Clalit shall be entitled, but not obligated, to examine and assess the bid once again.

If Clalit decides after examining and assessing a bid once again (or, at its sole and absolute discretion, after making more than one further examination and assessment of a bid) that the bid being examined still does not comply with all of the conditions defined in the documents of this process, or, alternatively, that the score to which it is entitled is lower than 60, it shall notify the bidder that its whole bid has been disqualified, without the bidder having any right to challenge or object thereto. All of the other bidders hereby waive any right of appeal or objection with regard to Clalit's decision in such a case.

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In the event there will not be more than 4 proposals that will receive a passing score, Clalit may be entitled to terminate the tender.

12.4. Without derogating from the generality of the aforementioned, the Tenders Committee reserves its right and hereby notifies all the bidders, that in certain circumstances it is possible that additional examinations shall be conducted for the purpose of selection of the winning bids. The decision to carry out additional examinations shall be made by the Tenders Committee and shall be advised to all the bidders in the event that the Tenders Committee shall decide that the subject of the tender and/or for public benefit and/or for the benefit of the tender process require execution of additional examinations as aforementioned.

12.5. It is hereby clarified that considering the importance of the Mattresses for Clalit, special processes have been incorporated in this request as detailed above. These processes necessitate direct contact between Clalit and each of the bidders separately on issues relevant to them.

On submission of the bids the bidders shall be considered to have agreed in advance to the incorporation of those processes in the tender process.

A bidder shall not raise a claim against the existence of these contacts with any of the bidders and/or against their content.

13. Clalit shall be permitted, but not obligated, at its sole and absolute discretion, to request from every winner of the tender, during the term of the contract, different and/or new Mattresses other than the model proposed by the bidder as aforementioned within his bid (hereinafter: the “**Additional Model**”) and this without the need for an additional contract with the Supplier on condition that the Additional Models shall comply with Clalit’s requirements.

In the event in which there shall be a need for a request as aforementioned, price determination of the additional model shall be made solely and only by consent in advance and in writing between the parties. It is clarified and emphasized that Clalit is not obligated to request from any winner any additional models whatsoever.

14. It is clarified hereby, for the removal of doubt, that a **suspending condition** for the engagement between Clalit and each winner of the tender taking effect, is that **Clalit will approve the specific model or models of the Mattress proposed by each winner for use in Clalit.**

For this purpose, each winner of the tender will sell Clalit (at the tender prices) 8 Mattresses from each proposed model for clinical evaluation in its hospitals (which may include lab testing).

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Clalit will treat this issue at its sole, absolute discretion in accordance with the advice of its experts. Within this, Clalit will be allowed to demand various conditions for approval of the said model. Therefore, to the extent that the suspending condition is not fulfilled within 90 (ninety) days of the date of publication of the tender results or within any other deferred time span to the extent approved by Clalit, the engagement agreement that is the object of the tender will be null and void, without either party having any argument towards the other concerning the same. In such a case, the winner will not be entitled to receive any compensation of any type or kind and it will have no argument and/or demand and/or claim from Clalit or any party on its behalf concerning the cancellation of the agreement as set forth above.

The fulfillment of the condition in this section constitutes a precondition to the conclusion of the tender proceedings and formation of contractual relations between the winners and Clalit, and the notice of the winner of the tender does not form contractual relations between Clalit and the winner of the tender, until fulfillment of the condition as set forth above (to the extent fulfilled).

15. If the suspending condition for the engagement between Clalit and the winning bidders as set forth above taking effect is not fulfilled, winning the tender will be canceled and the engagement agreement will not take effect, and in such a case, Clalit will be allowed but not required to apply to the next bidder with regard to location and allow it to equal its price quotation to the lowest weighted price that the winning bidder quoted (and should it do so - it will take the place of the winning bidder whose quotation has been disqualified to all intents and purposes, and the suspending condition that is the object of this tender will apply to it to all intents and purposes for the purpose of the engagement between the parties taking effect), and so on.

It is clarified hereby, for the removal of doubt, that Clalit will be allowed, but not required, to abstain from applying to additional bidders to the extent that the weighted price of their proposal was significantly higher than the lowest weighted price of the winning bidder.

#### **Documents required to be attached to the bid**

16. The bidder is required to submit the following documents, as an integral part of his bid:
- 16.1. The tender documents including all their attachments signed with a signature and stamp of the bidder in the margins of each page (special attention is required for the purpose of completing the missing details in the quality declaration - **Appendix E**).
- 16.2. Full technical specifications of the proposed Mattresses.

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- 16.3. The Mattresses manufacturer's obligation for regular supply of Mattresses covers for the proposed Mattresses, for a period of no less than 5 years from the date of the end of the warranty of the proposed Mattresses covers.
- 16.4. Details as regards to the number of Mattresses which can be transported in one 40 foot container.
- 16.5. As regards to a vendor or local manufacturer: A valid confirmation of administration of books pursuant to the Public Bodies Transactions Law, 5736-1976.
- 16.6. As regards to a vendor: the manufacturer's declaration in the wording detailed in **Appendix C**.
- 16.7. FDA or CE according to last MDD edition.
17. Clalit shall be permitted to disqualify a bid which does not contain all the aforementioned documents attached. Notwithstanding the aforementioned Clalit shall be permitted, but not obligated, at its sole discretion, to allow a bidder who has not presented a certain document with his bid, including an approval required pursuant to the terms and conditions of this tender, to complete the aforementioned presentation of documents to Clalit, within a time period that it shall determine.

**Check by Clalit's professional team**

18. Clalit shall be permitted but not obligated, at its sole discretion, to conduct an examination and checks of the proposed Mattresses, in part or in full, in order to determine whether the Mattresses fulfill the requirements of **Appendix F**.
19. This professional examination and check will be at the sole, absolute professional discretion of Clalit and its experts on the subject. Clalit will be allowed to stipulate various conditions for the approval of the examined model as will be determined by it and/or request the replacement of a said model with other model.
20. Within this stage, Clalit reserves the right to demand from the bidder documents, details and clarifications, and to hold any check concerning the Mattresses and/or the data indicated in the technical - professional parts in the proposals of the bidders.
21. Without derogating from the foregoing, Clalit will be entitled to conduct the aforementioned examination only in connection to the winning bidders and as precondition for the execution of the transaction between Clalit and each winning bidder.
22. The bidders undertake, when submitting their proposals, to assist and cooperate in full with Clalit and/or supervisors on its part that will perform the professional check that is the object of this stage, including providing them any equipment

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and/or document that will be required by them. Clalit will be allowed to disqualify a proposal of a bidder that in its opinion is not cooperating fully with such experts.

### **Submission of bids**

23. **The bids must be submitted in English by and no later than February 06<sup>th</sup>, 2017 at 12:00** (Israel time - GMT+2), via email, on the Sourcing Vision System, at address:  
<https://account.sourcingvision.com/login.aspx?ReturnUrl=%2fUser%2fMain.aspx%3f..>  
For the purpose of submitting the bids through the system, each bidder has to register in advance. Therefore, prior to the deadline of submission, all bidders must contact the Secretary of the Tender's Committee, Ms. Loren Sweiry on the phone at ++972-3-6923580 and provide her with the relevant information which is required for registration. **A bidder that did not register will not be able to submit its bid through the system and its bid will be disqualified and will not be examined.**
24. Clalit is permitted, at its sole discretion, to postpone the final date for submission of the bids at any time.
25. The bid shall be valid for a period of 120 days from the final date for submission or until its acceptance by Clalit, the earlier of the two.

### **Engagement with the next ranking bidder (after the last winning bidder)**

26. As set forth above, without detracting from its rights according to the provisions of any law and according to the conditions of this proceeding, Clalit reserves the right to apply at any time to the next ranking bidder (after the winning bidders) in order to engage with it in accordance with the conditions of the tender, even after it has been declared the winners of the tender, as long as any winner of the tender has not fulfilled the suspending condition and receiving the approval of Clalit for specific model or models of the Mattress proposed or is not fulfilling its undertakings in accordance with the conditions of the tender or when the engagement with it has been terminated due to a violation of provisions of the engagement agreement therewith.

### **General terms**

27. The bidder is not allowed to modify, add to or delete from any of the tender documents, express reservations to, change or stipulate conditions to any of the provisions of the tender documents, whether in the body text of the documents or in a cover letter, or in any other way.
28. No modification or addition to the tender documents or any reservations concerning them, whether by an addition in the body of the documents or in a cover letter or in

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any other way will be taken into account when discussing the proposal (and if the proposal wins - in the contract between the parties) as though they had not been written and may also cause the disqualification of the proposal at the discretion of Clalit.

29. Clalit shall be permitted to request bidder to complete documents, details and clarifications, and to conduct any examination in regard to the Mattresses and/or the data presented in the bid.

30. Clalit will be allowed, but not required, at any stage of the tender proceedings, to cancel requirements and/or conditions that have been included in the tender documents, if it believes, at its sole and absolute discretion and without a duty of justification, that this may assist in the effective management of the tender and/or in selecting a proposal that will grant it the most advantages.

The cancellation of such conditions will be done in a manner that will apply to all parties that at that stage will be entitled to submit a proposal or that will be part of the contenders at that stage of the tender, and a notice to this effect will be given to each of the parties.

31. The bidder will be responsible for checking the tender conditions and the engagement conditions, and any relevant information that is related to the tender, including the relevant laws and by submitting its proposal, he agrees to the said conditions and details and waives any claim of lack of knowledge and/or error and/or mismatch.

32. Clalit will be allowed to disqualify a proposal to which the documents set forth above have not been attached. Notwithstanding the foregoing, Clalit will be allowed, but not required, at its sole discretion, to allow a bidder that has not provided any document with its proposal, including a confirmation that is required in accordance with the terms of this tender, to complete the above mentioned service to Clalit, within the time that will be established.

33. Questions and inquiries concerning the tender may be forwarded by email to the address: [internationaltenders@clalit.org.il](mailto:internationaltenders@clalit.org.il) for “International Public tender with negotiations No. 91-6/17 – HOSPITAL VISCO MATTRESSES for Clalit medical centers”, until **January 19<sup>th</sup>, 2017 at 9:00 a.m** (use the function “Read Confirmation” in order to ensure that the mail has been read).

34. Applicants shall be required to present their questions in an organized table, set out in the following format:

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<u>Serial No.</u>	<u>Chapter</u>	<u>Section No.</u>	<u>Details of question</u>
Serial number of the question	Name of chapter/appendix	Section number in the chapter/appendix	Details of the question stated clearly in English

35. Clalit does not undertake to answer all questions that it will be asked and is allowed to answer some of the questions or answer specific questions partially. The answers to the questions will be published to all bidders by email address [internationaltenders@clalit.org.il](mailto:internationaltenders@clalit.org.il). Publication of answers by Clalit by email address [internationaltenders@clalit.org.il](mailto:internationaltenders@clalit.org.il) in accordance with the foregoing will be considered as an announcement to the participant and the bidders will be barred from raising any argument or demand that they have not received answers to questions, and that others have received answers.
36. Clalit will be allowed to change the wording of the tender, including any of its appendices, considering questions that it has received, in which case the new wording will be binding. The foregoing does not bind Clalit to agree to any reservations that have been included in the questions of the bidders and/or agree to make any particular change.
37. The pertinently competent court in Tel Aviv Yafo will have the full and exclusive jurisdiction with respect to any matter relating to or stemming from this tender, and the bidders waive in advance their right to apply to any other court whose location is not in Tel Aviv Yafo. Only Israeli law will apply to any conflict between the parties.

**Clalit Health Services**

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## Appendix A

### Price Proposal

1. The table hereinafter should be completed in NIS ,or - at the choice of the bidder - in foreign currency (it is clarified that a bidder shall not be permitted to submit a price proposal which is partially in one currency and partially in another) without taking into account VAT.
2. It is mandatory to submit a price proposal for each of the items noted in the Excel sheet. Clalit shall be permitted to disqualify a partial price proposal.
3. As regards the initial price proposals: Prices that were noted in foreign currency shall be converted by Clalit to NIS at the representative exchange rate of the relevant currency known on the morning of the final day for submission of the initial proposals (they shall be converted into NIS only for the purpose of comparison between the various proposals); The abovementioned shall also be implemented with respect to an addition of one Mattress inasmuch as this is a foreign bidder.
4. VAT shall be added as required by law to the sum of the price proposal hereinafter, at its rate on the date of payment in practice.
5. The price noted in the Supplier's shall be valid for the entire term of the contract. This price includes the full and final remuneration (including packaging and documentation) for compliance with all the Supplier's undertakings pursuant to the tender documents and pursuant to the terms and conditions of the contract.
6. Payment to a vendor or a local manufacturer shall be made in NIS (and if the proposal was submitted in foreign currency - according to the known exchange rate of the relevant foreign currency (as it shall be published by Bank of Israel) on the date of delivery of the Mattresses to Clalit). The payment to a foreign bidder shall be made in the currency offered in the proposal and against an invoice that shall be received from the foreign winner.
7. It is clarified that the prices noted in the Supplier's proposal shall not bear any linkage differences or interest whatsoever.
8. The quantities noted in the Excel sheet, inasmuch as they are noted, are for the purpose of comparison between the proposals and provided solely and only for the purpose of the tender. It should be emphasized that the aforementioned data is provided for comparison purposes between the proposals only and it could change from time to time, which could be considerable and significant, at the sole and

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**Signature and stamp:** \_\_\_\_\_



absolute discretion of Clalit, pursuant to its various requirements and budgetary constraints. The bidders waive any plea and/or demand and/or claim vis-à-vis Clalit and its representatives in all matters relating to and entailed therein.

**Price Table---Attached as a separate Excel book---**

**Declaration and undertaking**

We declare and warrant that the Mattresses that are proposed by us fulfill all of the provisions of Appendix A of the tender documents, that all of the details that we have provided in our proposal concerning the provisions of Appendix A to the tender documents are full, complete and accurate and that we undertake to act in accordance with the provisions of this Appendix A.

Name of the bidder: \_\_\_\_\_ Company No.: \_\_\_\_\_  
Address: \_\_\_\_\_ Date: \_\_\_\_\_

Names and functions of the authorized signatories of the company:

Name: \_\_\_\_\_ Function: \_\_\_\_\_

Name: \_\_\_\_\_ Function: \_\_\_\_\_

\_\_\_\_\_  
Signature and stamp of the bidder

**Confirmation**

I, the undersigned, \_\_\_\_\_, Advocate, holder of license No. \_\_\_\_\_, of \_\_\_\_\_, confirm hereby that the above mentioned signatures are of Messrs. \_\_\_\_\_ and \_\_\_\_\_, who have identified themselves by identity cards number \_\_\_\_\_ and \_\_\_\_\_ / who are known to me personally, and that their signatures bind the bidder on whose behalf they have signed to all intents and purposes.

\_\_\_\_\_  
Adv.

**Name of Bidder:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_

**Appendix B**

**AGREEMENT**

Entered and signed in Tel Aviv on \_\_\_\_ of \_\_\_\_\_, the year 2017

**Between:**

\_\_\_\_\_

P.C. \_\_\_\_\_

Street: \_\_\_\_\_

By its authorized signatories:

Name \_\_\_\_\_ I.D. \_\_\_\_\_ Position \_\_\_\_\_

Name \_\_\_\_\_ I.D. \_\_\_\_\_ Position \_\_\_\_\_

(Hereinafter: the "**Supplier**")

**As one party**

**And: Clalit Health Services (Central Management)**

Of 101 Arlozorov St. Tel Aviv

By:

Name \_\_\_\_\_ I.D. \_\_\_\_\_ Position \_\_\_\_\_

Name \_\_\_\_\_ I.D. \_\_\_\_\_ Position \_\_\_\_\_

(Hereinafter: "**Clalit**")

**As the other party**

1. Appendices as detailed below constituting an integral part hereof:

**Appendix A:** A request for proposals;

**Appendix B:** Agreement;

**Appendix C:** Price proposal

**Appendix D:** Confirmation of insurance existence

**Appendix E:** General demands from hospital Visco Mattresses

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

1. The provisions of this agreement shall be considered to complement each other and as in addition to each other.
2. The tender documents and the Supplier's proposal (including any improvement to them within the framework of the various tender phases) (hereinafter in this subsection: the "**Complementary Documents**") constitute an integral part of this agreement. The matters, terms and undertakings appearing in the Complementary Documents, even if they are not included in the body of the agreement, are an integral and binding part of the agreement. Any subject or matter mentioned in this agreement, and mentioned in the Complementary Documents (or any of them) and which is arranged in this agreement in a different manner to that arranged in the Complementary Documents, shall be interpreted pursuant to the preferable arrangement as far as Clalit is concerned. In the event of a dispute as to the preferable arrangement Clalit shall decide at its sole and absolute discretion, and its decision shall be final and cannot be appealed.
3. In the event of a contradiction in this agreement, the Supplier shall be obligated to the most stringent between them, as determined by Clalit, unless Clalit shall determine otherwise.
4. It is hereby clarified that any undertaking whatsoever specified in this agreement and/or in its appendices on the part of the Supplier, even if this is not stated explicitly (unless mentioned in the agreement and/or its appendices explicitly otherwise), shall be considered as if it was stated herein and that this undertaking shall be carried out by the Supplier with his funding and/or on his account only.
5. **The declarations and undertakings of the Supplier**

The Supplier declares and undertakes that:

6. All the terms of the agreement are clear to him including all the documents and appendices attached thereto and which constitute an integral part of it, and he has examined all the terms, data and circumstances relating to supply of the Mattresses and/or derived from supply of the Mattresses comprehensively including the compliance of the Mattresses with international standards, and he waives any claim as regards to an error, incompatibility, claim or demand for any additional payment whatsoever over and above the price proposal offered by him in Appendix A.
7. The Mattresses comply with the provisions of any binding international standard and with all the requirements as detailed in Appendix F.
8. The supply of the Mattresses and their marketing shall not violate any patent and/or any intellectual property rights whatsoever.

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

9. The Supplier will provide Clalit without additional payment (except for the payment for the Mattresses themselves), a comprehensive warranty for the Mattresses (for Visco elastic and Support factor properties) for a period of 3 (three) years from the first use of the Mattresses by Clalit and a comprehensive warranty for the Mattresses cover for a period of 1 (one) years from the first use of the Mattresses by Clalit.
10. The Supplier undertakes to provide Clalit, at any time and as soon as possible under the circumstances, any information required by Clalit with regard to the Mattresses and the manner of their supply.
11. All representations made by him within the tender documents and the submission of his bid, are correct, complete and accurate.
12. The bid submitted by him relates to the fulfillment of all obligations and terms included in the tender's documents, and it includes all the accessories, works, materials, tools, warranty, and actions required to meet his undertakings in accordance with the tender documents and this agreement, with no exception.
13. There is no prevention to the Supplier entering into this agreement or the performance of his obligations under this agreement.
14. The Supplier obtains all the confirmations, permits, licenses and required authorizations to fulfill all his obligations in accordance with this agreement and the terms of the tender.
15. The Supplier's declarations and undertakings as stated in this chapter above are fundamental to the engagement of the parties, and the violation of an obligation or any declaration, shall constitute a fundamental breach of the agreement.

**Framework engagement and absence of exclusivity**

16. The Supplier knows and agrees that the engagement is a framework engagement and that subject to Clalit undertakings regarding the minimum quantity, Clalit will order Mattresses from time to time, in accordance with need, and the terms of purchase will be in accordance with the submitted price proposal and in accordance with the documents of this tender.
17. Without derogating from the generality of the aforementioned and subject to Clalit undertakings regarding the minimum quantity, Clalit has the sole discretion to engage, subject to provisions of the law, with other suppliers for the supply of Mattresses and the performance of the services and/or part thereof, and the Supplier waives any right of objection, argument, demand or claim in this regard, and declares that he knows that Clalit is entitled to purchase additional Mattresses from other suppliers or manufacturers, without any limitation. In any event, the stated in this agreement does not grant the Supplier exclusivity of any type or kind.

**Name of Bidder:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_

18. The Supplier's undertakings in this chapter are fundamental to the engagement of the parties, and the violation of any obligation on the part of the Supplier as stated in this chapter, shall constitute fundamental breach of the agreement.

### **Term of the agreement**

19. The term of the agreement is 48 (forty eight) months commencing as of the date a written notice furnished to the Supplier which specifies that he meets all the conditions and that his proposal was accepted, unless Clalit has announced earlier on the cancelation of this agreement due to the non-fulfillment of the conditions, or in accordance with the provisions of this agreement or under any law (hereinafter "**The Term of the Agreement**").

### **Supply of the Mattresses**

20. The Mattresses will be supplied in accordance with the purchase orders sent by Clalit to the Supplier, in a format that will be determined by Clalit (hereinafter: **the "Orders"**). Orders will be submitted to the Supplier from time to time in writing, and will include, *inter alia*, the quantity of needed Mattresses, its model, destination and delivery date and any other data needed with regard to the supply of the Mattresses.
21. The Supplier shall attach to each delivery of Mattresses, a delivery note in which the type and quantity of Mattresses shall be stated (hereinafter: **the "Delivery Note"**).
22. The Supplier shall submit the Delivery Note for Clalit's approval and for examination of correlation between the delivery note and the relevant order. Clalit's signature on the Delivery Note shall constitute proof *prima facie* that the quantity noted in the Delivery Note has been received in full and shall be valid solely and only if it incorporates the full name of the signatory on behalf of Clalit and his position together with Clalit's stamp.
23. The Mattresses supplied to Clalit shall be new, clean and free of any charge or any other third party right.
24. The Supplier undertakes to provide continuous service support for any problem during the Term of the Agreement to Clalit with regard to the Mattresses. The support service will be provided by phone response or by Email, as shall be agreed between the parties.
25. The Supplier's declarations and undertakings in this chapter are fundamental to the engagement of the parties, and the violation of an obligation or any declaration, on the part of the Supplier, shall constitute fundamental breach of the agreement.

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

26. The Mattresses supplied shall be new, undamaged, and of quality and standard which fulfill the requirements of any law and the binding provisions of the state of any Israeli standard. The Supplier shall have, at any time, all the approvals and/or certificates and/or reports proving the foregoing, when they are valid for the term of the agreement and the Supplier shall present them immediately on Clalit's request. If and inasmuch as the binding provision or law or standard shall be amended, the Supplier shall ensure, prior to the new provision or law or standard coming into validity, the compliance of the Mattresses with the new requirements.

### **Safety Notices**

27. For as long as Clalit shall make use of the Mattresses, the Supplier shall notify Clalit immediately and without delay as to any safety notice regarding the Mattresses (inasmuch as there shall be a requirement in accordance with the aforementioned, to replace parts, these shall be supplied in full on the account of the Supplier).
28. Clalit shall have the right to offset from any sum or payment due to the Supplier in regard to this agreement or to any other engagement between the parties, any sum that Clalit actually spent or for damage that shall be caused to it in practice as a result of non-execution or breach of any of the Supplier's undertakings as a result of an incident of safety notice.

### **Payment of the consideration to the Supplier**

29. Clalit undertakes to pay the Supplier the agreed value for purchasing and ordering of the Mattresses, in accordance with the value that was set in the Supplier's proposal and pursuant to the terms of payment determined in the proposal (hereinafter: the "**Consideration**").
30. To avoid doubt it is clarified that the Consideration as defined above constitutes the full Consideration for the services and/or the Mattresses and their supply pursuant to the agreement, including raw materials, contractor's profit and all the expenses incurred by the Supplier in connection with the fulfillment of all of his obligations under the agreement including and without derogating from the generality of the aforementioned, inasmuch as it is relevant, production costs, wages and social benefits, expenses for loading, unloading, shipping and warehousing, depreciation and wear and tear of the equipment, administrative and general expenses such as, natural disasters, insurances, guarantees etc, all taxes, fees, tolls, levies and other mandatory payments imposed on the Supplier, on the Mattresses and alike.
31. The Supplier shall not be entitled to any payment for Mattresses which Clalit has refused to accept whether due to defects or incompatibility between the order and the delivery in practice. In addition, the Supplier undertakes to supply Clalit with replacement of defective and/or incompatible Mattresses which Clalit refused to receive, with fully functional Mattresses and/or compatible as soon as possible and no later than 45 (forty five) days from the rejection date, whether done in writing or

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_



verbally, and/or from the time notice was dispatched in this matter from Clalit to the Supplier, according to the earlier.

32. With the delivery of the Mattresses, the Supplier shall submit to Clalit and/or anyone on its behalf a detailed report that will include all details that will be determined by Clalit, including an invoice for payment, quantity of the Mattresses and their model, and attach copies of the relevant purchase orders, as well as the signed packing slips by Clalit in a clear manner plus stamp (all the above shall be jointly defined hereinafter: the “**Report**”). If the Supplier will be late in submitting the Report, Clalit shall be permitted to delay the payment date in accordance with the extent of the delay.
33. As a precondition to payment transfer to the Supplier (in as much as it is a case of an Israeli Supplier), the Supplier will provide Clalit with the following confirmations:
  - 33.1. A valid certificate of an authorized dealer in accordance with the V.A.T Law, 5736 – 1975;
  - 33.2. A valid annual certificate from the V.A.T Authorities approving the submission of reports required under the law during each year of the term of this agreement;
  - 33.3. Tax deduction approval;
  - 33.4. Any other confirmation required under any law or in accordance with the demand of Clalit.

**Endorsement and transfer of rights**

34. The Supplier will not be entitled to assign his rights and obligations under this agreement, without obtaining the consent of Clalit in advance and in writing. If such consent was granted, the Supplier shall remain the sole responsible towards Clalit in accordance with all of his undertakings according to this agreement and the tender documents.
35. Without derogating from the aforementioned, Clalit shall be permitted to agree to assign rights at its discretion and inasmuch as its consent shall be given in writing. It is clarified that the Supplier will not be entitled to assign or pledge his right to receive any payment from Clalit in connection with the purchase of Mattresses or any other payment or in accordance with this agreement or the terms of the tender, unless he obtained for it the advance consent of Clalit in writing, and the above will be considered, under Israeli law, as a limitation on the transferability of his rights under the Assignment of Debts Law, 5729 - 1969. Without derogating from the stated, Clalit will be entitled to agree to the assignment of rights in accordance with its discretion and in as much as it provides its consent in writing.

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

36. If Clalit agreed to the assignment of rights as stated, it will be done in accordance with Clalit's version of the approval, as is customary with Clalit for this purpose. Subject to the aforementioned and the granting of the confirmation by Clalit in writing and in advance, Clalit will not object to the assignment of Suppliers rights for payments from Clalit to a Banking Corporation.
37. The Supplier's undertakings in this chapter are material to the engagement between the parties, and the violation of any obligation by the Supplier as listed in this chapter, shall constitute fundamental breach of the agreement.

### **Compensation and offset**

38. If the Supplier violated any of his obligations under this agreement, the Supplier will be obligated to pay Clalit compensation for the damages and losses caused to Clalit due to such violation, without derogating from any other right or remedy available to Clalit under this agreement and in accordance with any law.
39. Clalit will be entitled to offset from any amount of payment due to the Supplier under this agreement, any amount Clalit has outlaid or any amount of damage caused to it, because on non-performance of any of the Supplier's obligations according to this agreement.

### **Confidentiality and data protection**

40. The Supplier undertakes to maintain in full confidentiality any data or information that he may come across regarding Clalit or any third party connected to it, in the framework of his obligations under this agreement.
41. The Supplier's undertakings in this chapter are material to the engagement between the parties, and the violation of any obligation by the Supplier as listed in this chapter, shall constitute fundamental breach of the agreement.

### **Insurance and liability**

42. The Supplier will bear all liability under the law and in accordance with the provisions of this agreement for damages that will be caused by the Mattresses or due to the Mattresses and its functioning, or any defect or failure in them, whether the failure is due to a technical defect or damage that will be caused due to, because of or in relation to the Mattresses. This liability under torts will remain valid during the warranty period.

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

43. The Supplier will indemnify Clalit and anyone on its behalf for any direct and/or indirect damage, cost, loss, charge and/or expenses caused to Clalit due to Supplier's liability or anyone on his behalf, as detailed above, immediately upon the first demand by Clalit to do so.
44. In the event that an action is submitted against Clalit or anyone on its behalf that is connected directly or indirectly to damages that occurred in relation to the Mattresses and/or due to the Mattresses and its functioning, the Supplier undertakes that immediately upon first written demand by Clalit, he will confirm to Clalit in writing, that he will bear all the consequences of the action, including expenses incurred by Clalit for its defense against an action as stated.
45. In any event of an action against Clalit or anyone on its behalf, for damages or loss as stated in this clause above, the Supplier will compensate and/or indemnify Clalit or anyone on its behalf against who the action was filed, for any amount it will be charged for or in relation to the damage, loss or injury as stated, as well as for all of his expenses regarding the legal proceeding, including all the court expenses and attorney's fees of a reasonable amount, under the circumstances, within reasonable time from the receipt of the demand or the action by Clalit or anyone on its behalf against who the action was filed as stated. The Supplier will receive notice of the case, and the Supplier will be awarded, in as much as possible, the possibility to join the legal proceedings, and take part in conducting the defense against the demand or the action as stated.
46. For the coverage of his liability under the law and in accordance with the stated in this agreement towards third parties, towards Clalit and towards anyone on its behalf, but without derogating from it, the Supplier undertakes to arrange at his expense and maintain valid for as long as might be liability under law towards Clalit or towards him for the aforementioned, appropriate insurances at his discretion.
47. The Supplier undertakes to arrange, at least, liability insurance for defective Mattresses, employers' liability and third party insurance, under the customary terms and amounts (hereinafter: "**Liability Policies**"). The Liability Policies that will be arranged by the Supplier will include Clalit as an additional insurant, and will include a "cross liability" clause. In engagements of the Supplier with suppliers and sub-suppliers that he will conduct (for meeting his obligations towards Clalit), the Supplier undertakes to fix in writing an explicit condition under which those suppliers / sub-suppliers are obligated towards Clalit, to bear any damage caused by them to Clalit. Without derogating from their liability as stated, the Supplier will assure in practice that the suppliers / sub-suppliers will also arrange fit and appropriate insurances, and that Clalit will be added to the policies as an additional insurant. In their employers' liability policies will be added a clause under which the insurance will be broadened to indemnify Clalit, should they or anyone on their behalf be considered employers of the employees of those suppliers / sub-suppliers.

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

48. In the liability policies will be included an explicit provision exempting Clalit or anyone acting on its behalf from the payment of excess insurance.
49. In Addition, the liability policies shall include an undertaking by the insurer not to initiate a subrogation claim or any other claim against Clalit or those acting on its behalf, or against their insurers.
50. The Supplier undertakes to renew, from time to time the liability policies and present to Clalit, immediately upon its demand, an updated confirmation regarding the arrangement of the liability policies in accordance with its demand.
51. The Supplier undertakes that in any case of an insurance event the result of which will be the activation of the liability policies, all or part thereof, he will arrange at his expense, to revert the liability policies to its condition prior to the activation of the policies, in accordance with the terms and coverage limits that existed in the liability policies prior to its activation.
52. Without derogating from the generality of the aforementioned, the Supplier will submit to Clalit, within 7 days of receiving notice of the beginning, an original confirmation notice regarding the existence of the insurances signed by the insurer, in a version that appears in **Appendix E** of this agreement.
53. The Supplier's undertakings in this chapter are material to the engagement between the parties, and the violation of any obligation by the Supplier as listed in this chapter, shall constitute fundamental breach of the agreement.

#### **Nonexistence of employee - employer relations**

54. The parties declare that the Supplier and/or any of his employees and/or anyone on his behalf are deemed as "independent supplier" that do not integrate into Clalit and that this agreement or any of its terms do not create employee – employer relations between the Supplier and/or any of his employees and/or anyone on his behalf, and between Clalit and/or any of its employees and/or anyone on its behalf.
55. The Supplier's undertakings in this chapter are material to the engagement between the parties, and the violation of any obligation by the Supplier as listed in this chapter, shall constitute fundamental breach of the agreement.

#### **Violations and remedies**

56. In each of the events listed below, Clalit will be entitled to cancel the agreement immediately, without giving any notice to the Supplier, and perform the Supplier's obligations according to this agreement, itself or in any other manner as it shall deem right, including by an alternate supplier, and the Supplier waives any argument, claim and financial or other demand towards Clalit or anyone on its behalf because of this:

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

- 56.1. The Supplier breached the agreement by non-complying with a fundamental clause;
- 56.2. The Supplier does not conduct, in practice, the agreement as agreed;
- 56.3. The Supplier was declared bankrupt or that a receivership order was issued against him or a liquidation order or freeze of proceedings, or a special manager was appointed for him, or a trustee or a liquidator (temporary or permanent), whether temporary or in a permanent manner, or that a request was filed for an order or an appointment as stated, or that a seizure was placed on a material part of the Supplier's assets in a manner, that in the opinion of Clalit, may raise concern with regard to the ability of the Supplier to perform his obligations under this agreement.
- 56.4. The Supplier endorsed the agreement in whole or part of it in a direct or indirect way, including by way of transferring the control in the Supplier to others without receiving the consent of Clalit in advance and in writing.
57. In any event of a violation of this agreement that is not a fundamental breach, the Supplier will correct the breach within 14 working days from the day he was asked to do so by Clalit or anyone on its behalf. If the Supplier did not correct the breach as stated, Clalit will be entitled to cancel the agreement, and the above listed provisions regarding its right to receive Liquidated Damages will apply, without derogating from any other right or remedy granted by this agreement or by any law.

**Deviation or waiver**

58. The consent of any of the parties to deviate from the terms of this agreement in a certain event or a series of events shall not constitute a precedent or an inference in any other event.
59. If a certain party did not use or lingered in using a right from among the rights granted to him under this agreement in a certain event or a series of events, it shall not be deemed as a waiver of a right from his rights.
60. To remove doubt it is agreed between the parties that any change in the terms of the agreement or waiver of a right from the rights in it, by any of the parties, shall only be in writing.

**Name of Bidder:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_

**Miscellaneous**

61. The Supplier undertakes that his products that are the subject of this agreement as well as their supply will be done in accordance with the instructions, customs, procedures and rules accepted for products such as aforesaid products.
62. The stated in this agreement exhausts all the agreements between the parties, and there shall be no validity to any proposal, memorandum, correspondence or negotiations exchanged between the parties verbally or in writing prior to signing this agreement, or to any amendment, addition or correction of this agreement unless done in writing and signed by both parties to the agreement.
63. Any written notice sent to a party by the other party in accordance with the addresses as stated in the preamble of this agreement, shall be considered as reached its destination upon its delivery to that address, or at the end of 7 working days after being delivered to be sent by registered mail to a post office, the earlier of the two.
64. A notice sent by Fax or Email shall be deemed as received upon its transmission, if attached to it was a confirmation of its full and complete transmission.
65. Without derogating from the aforementioned, each party undertakes to inform the other as to any change to its address or details.

**Jurisdiction**

66. The court with the jurisdiction on this agreement is situated in the city of Tel Aviv – Jaffa, and shall have the local exclusive jurisdiction over any matter concerning or stemming from the agreement, and the parties waive in advance their right to turn to any other court that is not situated in the city of Tel Aviv. Any dispute between the parties will be subject only to the Israeli Law.

**In witness whereof the parties have undersigned:**

\_\_\_\_\_  
**The Supplier**

\_\_\_\_\_  
**Clalit Health Services**

**Name of Bidder:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_



**Confirmation**

I, the undersigned \_\_\_\_\_, Adv., License No. \_\_\_\_\_ of  
\_\_\_\_\_ Street, \_\_\_\_\_, hereby confirm that the above  
mentioned signatures are of Messrs. \_\_\_\_\_ and \_\_\_\_\_ who  
have identified themselves by identity cards number \_\_\_\_\_ and  
\_\_\_\_\_/ who are known to me personally, and that their signatures bind the  
bidder on whose behalf they have signed to all intents and purposes.

\_\_\_\_\_  
Adv.

**Name of Bidder:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_

**Appendix C**

**Manufacturer's Declaration**

To:  
Clalit Health Services

Dear Sir or Madam,

Re: **Hospital Visco Mattresses for Clalit Health Services medical centers**

Whereas: you have published a Public Tender in regard to hospital Visco Mattresses, all as detailed in the tender documents (hereinafter: the "Tender");

And whereas: we are aware that the subject matter of the tender has great importance to you;

**Now therefore we irrevocably declare, confirm and undertake to you as follows:**

1. We, \_\_\_\_\_, the manufacturers of the Mattresses, Model \_\_\_\_\_ offered to you by the bidder in the tender (hereinafter: the "Mattresses").
2. \_\_\_\_\_ (above and hereinafter: the "Bidder") is our authorized vendor in Israel.
3. If the proposal will be selected as the winning bid in the Tender, then (a) we will supply the Bidder with Mattresses and Mattresses cover at a scale that shall enable the Bidder to comply with his undertakings according to the Tender; (b) we will support the Bidder and will grant him a sufficient support inasmuch as there shall be malfunctions or problems exposed with the Mattresses.
4. We are aware, and agree, that in all matters relating to the Tender (including this document), and including its interpretation, its execution, its validity and so forth, the laws of the State of Israel shall be imposed, and that the sole and exclusive jurisdiction in all matters relating to the tender (including this document), shall be the authorized court in the city of Tel Aviv, and no other court shall have jurisdiction in this matter.
5. We hereby inform you that the bidder is authorized on our behalf to receive any order of the court in all matters relating to this document, and he shall continue to be authorized as aforementioned until we inform you in writing as to the identity and address of another entity in Israel who shall serve as our authorized vendor as aforementioned.

Manufacturer's name: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

The names and positions of the signatories authorized to sign in the name of the manufacturer:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

\_\_\_\_\_  
Signatures and corporation's stamp

### **Confirmation**

I, the undersigned \_\_\_\_\_, Adv., License No. \_\_\_\_\_ of \_\_\_\_\_ Street, \_\_\_\_\_, hereby confirm that the above mentioned signatures are of Messrs. \_\_\_\_\_ and \_\_\_\_\_ who have identified themselves by identity cards number \_\_\_\_\_ and \_\_\_\_\_/ who are known to me personally, and that their signatures bind the bidder on whose behalf they have signed to all intents and purposes.

\_\_\_\_\_  
Adv.

**Name of Bidder:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_

**Appendix D to the engagement agreement**

Date: \_\_\_\_\_

Confirmation regarding existence of insurances

To  
Clalit Health Services (Hereinafter: "Clalit")  
101 Arlozorov St.  
Tel Aviv

Dear Sir or Madam,

**Subject: Confirmation regarding the existence of insurances related to the agreement of Hospital Visco Mattresses (hereinafter: "The Agreement") between you and \_\_\_\_\_ (hereinafter " ")**

We the undersigned \_\_\_\_\_ Insurance Company Ltd, hereby declare as follows:

1. We have arranged for \_\_\_\_\_ (hereinafter: the "**Supplier**") insurances with regard to the subject matter agreement (hereinafter: the "**Agreement**"), as detailed below:
  - 1.1. Third party liability insurance covering the Suppliers liability imposed under law for injury or damage caused to the body and/or property of any person and/or entity due to the services provided by the Supplier and/or the undertakings of the Supplier and/or anyone coming on his behalf by power of the agreement, with a liability limit of \$2,000,000 per event and \$5,000,000 for the duration of an annual insurance period. The insurance as stated shall be broadened to indemnify Clalit due to its responsibility for the acts and/or omissions of the Supplier, subject to the clause of cross-liability under which the insurance shall be considered as separately arranged for each of the insurants' individuals.
  - 1.2. Product Liability Insurance to cover the Supplier's responsibility under any law for the Mattresses, including under the Defective Products Responsibility Law, 5740 1980, as well as the Torts Ordinance (New Version), 5728 – 1968, with liability limits of \$1,000,000 per event and for the insurance period. The Product Liability Insurance includes a clause of "Discovery Period" of 6 months after the end of the insurance period. The insurance as stated shall be broadened to indemnify Clalit due to its responsibility for the acts and/or omissions of the Supplier, subject to the clause of cross-liability under which the insurance shall be considered as separately arranged for each of the insurants' individuals.
2. For the purposes of the above insurance:
  - 2.1. "The Insurant" in those policies will be – the Supplier and/or Clalit
  - 2.2. "Clalit" – Clalit Health Services, managers and employees.
3. Each of the mentioned policies include the following clauses:

**Name of Bidder:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_

- 3.1. Cancellation of the subrogation right towards Clalit
- 3.2. A cross-liability clause in the liability insurances.
- 3.3. The insurance cancellation will be done by giving advance notice delivered by registered mail to Clalit as well at least 30 (thirty) days prior to the date of the requested cancellation.
4. Only the Supplier is responsible for the payment of premiums for the aforementioned policies and for the payment of excess insurance in the case of damage.
5. Any clause in the policies (if such exists) that expropriates or reduces or limits in any way our responsibility when another insurance exists, will not be activated towards Clalit and with regard to Clalit the insurance under the aforementioned policies is "Primary Insurance" that entitles Clalit for a full indemnification due under its terms, without a right of participation in Clalit's insurances and without a right to claim from Clalit insurers participation in the burden of the obligation as stated in Section 59 of the Insurance Contract Law, 5741 – 1981.
6. Any exception or provision that expropriate or limit the coverage are null and void, when the claim is based on damage related to elevators, cranes, lifting equipment, loading and unloading, wagons, fire, explosion, vapors, flood, fright, accidental contamination and poisoning.
7. We are aware that this letter is received by you as a confirmation for the existence of the insurance terms to which the Supplier is obligated with regard to his activity for Clalit as stated, and therefore, no adverse changes will be made to the policies without your consent in advance and in writing and subject to the conditions and reservations of the original policies in as much as they were not amended.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature and stamp of the Insurance Company

**Name of Bidder:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_

**Appendix E**

**Manufacturer's Declaration**

[Inasmuch as this is a “foreign bidder” or a “local manufacturer”, this declaration shall be filled out by the bidder. Inasmuch as this is “a vendor” this declaration shall be filled out by the Mattress manufacturer on behalf of the vendor’s bid]

**Re: International Public tender No. 91-6/17 for hospital Visco Mattresses for Clalit Health Services medical centers; two phase tender**

We, the undersigned \_\_\_\_\_ [manufacturer's name] serve as the manufacturers of the hospital Visco Mattresses subject of \_\_\_\_\_ [Bidder's name] bid in this tender.

We hereby declare, that:

We sold during the years 2013-2015 at least 3,500 Mattresses in total.

The hospital Visco Mattresses proposed by the Bidder meet all the requirements as detailed in **Appendix F**.

The hospital Visco Mattresses proposed by the Bidder have the specification as set forth hereinafter:

Visco layer density*	_____ Kg\ m <sup>3</sup>
Visco layer `Support Factor` value*	_____
Maximum patient weight *	_____ Kg
Breaking strength according to ISO 13934*	Warp: ____ N/5cm Weft: ____ N/5cm

We are aware that our confirmation shall be used to determine the quality score of the bid - subject to approval by Clalit Professional Team.

Manufacturer's name:

\_\_\_\_\_  
Company No.

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Date:

Names and position of the signatories authorized to sign in its name:

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_



Name: \_\_\_\_\_ Position: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

\_\_\_\_\_  
Signatures and the manufacturer's stamp

### **Confirmation**

I, the undersigned \_\_\_\_\_, Adv., License No. \_\_\_\_\_ of \_\_\_\_\_ Street, \_\_\_\_\_, hereby confirm that the above mentioned signatures are of Messrs. \_\_\_\_\_ and \_\_\_\_\_ who have identified themselves by identity cards number \_\_\_\_\_ and \_\_\_\_\_ / who are known to me personally, and that their signatures bind the bidder on whose behalf they have signed to all intents and purposes.

\_\_\_\_\_  
Adv.

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

**Appendix F**

**General demands from hospital Visco Mattresses**

1. The characterization and the specification of the Mattresses are elaborated in Appendix F to the tender. The bidder must state any deviation of the proposed Mattresses from the characterization and this specification, if any. If the bidder has not stated any such deviation, this will be considered, for the purpose of the duties of the bidder pursuant to the tender documents, as the Mattresses that it proposes fulfilling the required characterization and specification fully and exactly.
2. If a proposal concerning any Mattress deviates from the required characterization and specification, in a manner that in the opinion of Clalit is not material, Clalit will be allowed (but not required) to permit and approve the deviation at its absolute professional discretion. The professional deliberation of Clalit on such matters will bind all bidders without any right or appeal. The bidders waive any allegation and/or demand and/or claim towards Clalit concerning the foregoing, with all resulting implications and consequences.
3. The bidder must attach to its proposal a separate, detailed written response to all of the sections of this Appendix F, covering all parts thereof. The bidder must relate pertinently to the provisions in all of the sections of this Appendix F and answer accordingly (for example: attaching specifications, undertakings, explanations as requested in each section).
4. The bidder must number the sections that are in its response as set forth, in a manner that corresponds with the numbering of the sections in this appendix and submit it in three copies.
5. The bidder must sign each page of Appendix F and at its end. In addition, the bidder must sign on each page that has been attached by it that contains comments as set forth in Appendix F. By signing, the bidder confirms the data that has been given by it.
6. The bidder must specify properties of characterizations that in its opinion are better than the characterization and specification of the Mattresses (this Appendix F and all parts thereof).

<b><u>Technical data</u></b>	<b><u>Requested Values</u></b>	<b><u>Values of the suggested Mattress</u></b>
1. Manufacturer name		
2. Model	Please state the model name and catalogue number	
3. General requirements		
Mattress properties		

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

<b>Technical data</b>	<b>Requested Values</b>	<b>Values of the suggested Mattress</b>
3.1. Length and width dimensions	W – between 80 cm to 95 cm L – between 190 cm to 205 cm  <b><u>both of them Per institute requirements</u></b>	Yes \ No
3.2. Overall mattress thickness	14-16 cm	
3.3. Base layer foam density	At least 35 Kg\m <sup>3</sup>	
3.4. Base layer `Support Factor` value	At least 2	
3.5. Visco layer density*	At least 65 Kg\ m <sup>3</sup>	
3.6. Visco layer `Support Factor` value*	At least 2.5	
3.7. Thickness ratio between the base layer and the upper Visco layer	A 40/60 ratio in favor of the base layer	
3.8. Minimum patient weight *	150 Kg	
<b>Mattress cover properties</b>		
3.9. Cover dimensions	The cover should be slightly bigger than the mattress in order to maintain flexibility without creating pleats	
3.10. Cover expected lifetime	At least 4 year under normal use	
3.11. Required cover caption(symbols & writings):		
3.11.1. Manufacture date, mattress sizes and serial number	Required	
3.11.2. Upper side / bottom side marks	With a font size of 60 at list (for easy and correct use)	
3.11.3. Caption prints can resist chlorine	Required	
3.12. Cover zipper:		
3.12.1. Zipper will be along 3 edges	Unzip will leave one <u>long edge</u> attached, for easy remove and cover back	
3.12.2. Waterproof zipper	State the zipper system type(the zipper should	

Name of Bidder: \_\_\_\_\_

Signature and stamp: \_\_\_\_\_

<b>Technical data</b>	<b>Requested Values</b>	<b>Values of the suggested Mattress</b>
	be covered by a cover "screen")	
3.13. Water proof stitches	All stitches should be welded state the stitches type	
3.14. Antibacterial coat	Required	
3.15. Breathability MVTR value according to "inverted cup" test	At least 400 $g/m^2/24hrs$	
3.16. Breaking extension according ISO 13934	Warp: 80% Weft: 200% a 20% deviation is allowed	
3.17. Breaking strength according to ISO 13934*	At least: Warp: 400N/5cm Weft: 250 N/5cm	
3.18. Cover can be disinfected with a 1000ppm chlorine solution	Required	
3.19. Fire resistance (Mattress cover)	according to BS7175 or crib 5 standard or a corresponding standard – need to specify the standard	

**Name of Bidder:** \_\_\_\_\_

**Signature and stamp:** \_\_\_\_\_