

CLALIT HEALTH SERVICES
LOGISTIC AND INFRASTRUCTURE DIVISION
PROCUREMENT DEPARTMENT

REQUEST for PROPOSALS

NO. 91-24/19

FOR

BANDAGES, PLASTERS AND OTHER
"OTC" PRODUCTS

[INTERNATIONAL PUBLIC TENDER]

Date: February, 2019

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1. General and Project Overview

1.1 Clalit Background: Clalit Health Services ("**Clalit**") is the leading health services provider in Israel, and one of the largest Health Maintenance Organizations (HMO) in the world. Clalit provides medical services to 4,200,000 customers, employs 43,000 employees, operates 14 hospitals with 5,500 beds, and runs 1,400 community clinics.

1.2 Clalit operates about 500 pharmacies, drugstores and similar points of sale in which different products are sold "Over the Counter" (OTC), i.e.: directly to consumers without the need to present a prescription from a healthcare professional ("**Clalit's Points of Sale**").

1.3 Sales Volume: In accordance with the scope of the procurement and sale of products like the Products (as defined hereunder) in Clalit's Points of Sale in previous years, Clalit expects the annual procurement of the Products to be at least as detailed in Annex 2. Clalit expects that if the Products are sold under its private label, the volume of procurement and sales will be larger than that.

It is noted that in addition to the sales "over the counter" to private customers in Clalit's Points of Sale, Clalit also uses similar products in its hospitals. their volume is *not* included in the figures of Annex 2. Subject to the provisions of any applicable law, Clalit may consider (but in no way be obligated to-) expanding the engagement with the Winner Bidder, so that it will also apply to the supply of Products to its hospitals.

1.4 The Project: Clalit is interested in selling in Clalit's Points of Sale certain kinds of products described in Annex 1 (Technical Specifications) (the "**Private Label Products**" or the "**Products**"), that will be manufactured for it in accordance with the requirements and specifications detailed in Annex 1, and will be sold by Clalit, under Clalit's trademarks and logos, "Over the Counter (OTC)".

1.5 In order to consummate this purpose Clalit, through its tender committee ("**Tender Committee**"), is issuing this Request for Proposals ("**RFP**"), in order to choose the supplier/s that will supply and deliver the Products to Clalit.

2. Project Scope and General Terms

2.1 The Products:

2.1.1 Description of the Products and the required technical specifications is detailed in Annex 1 (the "**Technical Specifications**").

2.1.2 The Products shall be divided into groups (each one of them shall be referred to as a "**Group**" or a "**Products Group**") as detailed in Annex 2.

2.1.3 Bids containing Products that do not meet the requirements of the Technical Specifications are likely to be disqualified by the Tender Committee. However, it is noted that the Tender Committee is entitled (but not obligated) to permit deviations from the Technical Specifications and may not disqualify a bid that does not meet the requirements of the Technical Specifications. In addition, the Tender Committee may permit Bidders to make necessary adjustments in order for their Product to comply with the requirements of the Technical Specifications and not be disqualified.

2.1.4 In some cases, such as plasters, there is a wide variety of similar products, and the description in Annex 1 is of the basic and most common one of them. Subject to the provisions of any applicable law, Clalit may expand the range of Products and order similar products from the Winner Bidder, insofar as it can provide them, even if they are not identical to the basic and common Product described in Annex 1.

2.2 No Minimum Quantities: Clalit estimates that in each of the years of the agreement that will be signed between Clalit and the Winning Bidder (the "**Agreement**"), it will purchase from the Winning Bidder Products of an equal to or greater volume than the volume of sales detailed in Annex 2.

However, Clalit does not undertake to purchase any specific minimum quantity.

2.3 Term: The Agreement shall be for a period of 60 months (5 years) starting the date of its signing by Clalit. Clalit may terminate the Agreement (early termination), with or without cause, at the end of 24, 36 or 48 months (2, 3, or 4 years).

2.4 Qualifying conditions for Bidders:

2.4.1 A condition for submitting a bid to any Products Group is compliance with the Required Annual Sales Turnover (as defined hereunder) for that Group.

2.4.2 The Required Annual Sales Turnover for each Group is as follows:

Group	Description	Required Annual Sales Turnover (US\$)
A	Thermometers	350,000
B	Gauze pads	300,000
C	bandages	700,000
D	Eye pads	150,000
E	Adhesive sterile pads	200,000
F	Elastic Bandages	150,000
G	Alcohol pads	100,000
H	Absorbent cotton wool	300,000
I	Band-aids	350,000
J	Padded hot water bottles	100,000
K	Digital scales	100,000
L	First aid kits	100,000

2.4.3 "**Annual Sales Turnover**" shall mean (A) annual sales turnover in each of the Relevant Years (as defined in Annex 9, i.e.: 2016, 2017, or – 2017, 2018) according to the financial statements of the Bidder, (B) of products similar or identical to the Products as

defined in this RFP, (C) in each Products Group to which a bid is submitted.

2.4.4 In order to demonstrate compliance with the requirements of this clause all Bidders must submit Annex 9.

2.5 Winning Bidder's Undertakings: the winning bidder's undertakings are listed in the Agreement and all other Tender Documents. Without derogating from the generality of the above, and without exhausting, such undertakings shall include, inter alia:

2.5.1 **The Products**: The Products that will be supplied by the Winning Bidder during the Term of the Agreement will be in accordance with the specification presented by him in the framework of the Tender process ("Bidder's Specification" as defined in clause 7.1.1.3 hereunder) and will be identical to the Samples of the Products presented to Clalit by him in the framework of the Tender process (as detailed in section 9.5 hereunder).

2.5.2 **Packaging and Product description**: The Products will be packed (level A packaging as defined in Annex 10) in a package with design and caption that will be determined by Clalit. Each package shall contain a summary of the Product characteristics in the form to be determined by Clalit.

2.5.3 **Orders and Delivery**: Clalit shall issue purchase orders for the Products from time to time, and Winning Bidder will have to supply and deliver them within 30 days from the date of issuance of each purchase order.

2.5.4 Delivery by a foreign supplier shall be in accordance with the International Chamber of Commerce Incoterms 2010 rules under **CIP terms Ashdod port (Israel)**. Winning Bidder will bear all risks and costs involved in shipment and delivery of Products to Ashdod port (i.e.: prices in Price Proposal shall be for supply and delivery to Ashdod port).

Delivery by a local (Israeli) supplier shall be to Clalit's general warehouse in Shoham ("**Clalit's Warehouse**") (instead of Ashdod port).

- 2.5.5 Products shall be packed and supplied in accordance with all logistics requirements for supply to Clalit's Warehouse listed in Annex 10 [General Logistics Requirements].

At the time of supply, Products shall be valid for a period of at least 80% of their shelf life, as specified in the Bidder's Specification (as defined in clause 7.1.1.3 hereunder).

- 2.5.6 **Quality:** In case Clalit, at the time of unloading or unpacking the goods, shall notice defects or discrepancies in any specific batch – this batch may be logged and shipped back to the Bidder on his charge.

- 2.5.7 **Warranty:** Winning Bidder will guarantee the quality of the Products. Warranty period for each Products (for a period starting on the date of supply to Clalit) is listed in Annex 1. During the warranty period the Supplier shall replace any Product upon Clalit's first request, for any reason such as defect, dissatisfaction, discrepancies, etc., without cost for Clalit.

- 2.5.8 **Israeli Law and Regulation:** Clalit, and *not* the Winning Bidder, will take care of getting all necessary approvals required (if required) under Israeli Law and Regulation for usage of the Products, including registration in the Notebook of the Department of Medical Devices in the Ministry of Health ("AMAR") and approval of the Standards Institution of Israel, if necessary. The approvals will be issued and registered in the name of Clalit, and only Clalit will be entitled to use them (however, such registration under the name of Clalit will not prevent the Products' manufacturer or supplier from obtaining additional approvals and registering them under his own name). Winning Bidder will

cooperate with Clalit and provide it with any information and assistance required for that purpose.

If Clalit concludes that the Products are unable to comply with the requirements of Israeli law and regulation, Clalit will be entitled to cancel the announcement of Winning Bidder and/or the Agreement with the Winning Bidder (without any payment or compensation) and may announce another participant as Winning Bidder and sign the Agreement with him.

2.5.9 **Customs Clearance and Release:** in the case of a foreign supplier Clalit will take care of all import customs clearance and release and pay all import taxes and VAT (if applicable). Winning Bidder will assist Clalit and provide it with all documents necessary and/or requested by Clalit for the import of the Products and their release from Customs.

2.6 Payment Terms: Full payment (100%) will be made within 60 days from the end of the month of delivery at Ashdod port (or, in case of local supplier – delivery at Clalit's Warehouse) and conveyance of all import documents (or, in case of local supplier – conveyance of all delivery documents) (net + 60).

3. Schedule

3.1 The anticipated timetable for this RFP is as follows:

3.1.1 Last date for submission of requests for clarifications: **March 3th, 2019** at 12:00 (Israel time - GMT+2).

3.1.2 Last date for submission of Bids: **March 25th, 2019** at 12:00 (Israel time - GMT+2).

3.2 The Tender Committee may, at all times and at its sole discretion, extend or change any date specified above or elsewhere in this RFP by a written notice deliver to the participants.

4. **Tender Documents**

- 4.1 The tender documents ("**Tender Documents**") consist of this RFP (and any addendum), and the following annexes:
 - 4.1.1 Annex 1: Technical Specifications.
 - 4.1.2 Annex 2: Price Proposal + Excel.
 - 4.1.3 Annex 3: The Agreement.
 - 4.1.4 Annex 4: Bidder's Details and Statement Form.
 - 4.1.5 Annex 5: Bidder's Counsel Certificate.
 - 4.1.6 Annex 6: Form of Affidavit pursuant to the Public Entities Transactions Law [in Hebrew; relevant only for Israeli Bidders].
 - 4.1.7 Annex 7: Form of Manufacturer's Undertakings [relevant only for Bidders who are not the manufacturer of the Products].
 - 4.1.8 Annex 8: Form of Approval regarding the existence of insurances.
 - 4.1.9 Annex 9: Bidder's CPA Certificate.
 - 4.1.10 Annex 10: General Logistics Requirements (supply to Clalit's Warehouse).
 - 4.1.11 Bidder's Specification: according to section 7.1.1.3 hereunder.

5. **Addenda**

- 5.1 The Tender Committee reserves the right to revise, modify, amend, clarify, add, eliminate or otherwise change the Tender Documents or any part thereof, at any time, whether at the discretion of the Tender Committee or as a result of a Request for Clarifications. Such revisions, if any, shall be announced by a written clarification or addenda to the Tender Documents ("**Addenda**" or "**Addendum**") and will be deemed an integral part of the Tender Documents.
- 5.2 No clarification or amendment to the Tender Documents shall be binding unless issued in the form of an Addendum. The Tender Committee shall not be bound by, and Bidders shall not rely on, any oral clarification to the Tender Documents.

- 5.3 Copies of Addenda published by the Tender Committee shall be provided to all Bidders.
- 5.4 Should any Addendum result from any Request for Clarifications submitted by a Bidder, the identity of such Bidder shall not be disclosed.
- 5.5 Bidders are required to acknowledge receipt of Addenda in writing no later than two (2) Business Days following receipt thereof. Such acknowledgements shall be sent to the Tender Committee's coordinator, Mrs. Loren Sweiry, at: lorenkr@clalit.org.il (the "**Tender Committee's coordinator**").

6. **Requests for Clarifications**

- 6.1 Bidders are responsible for examining the Tender Documents with appropriate care, and for informing themselves of all conditions which may, in any way, affect their participation in the Tender, including in the preparation and submission of the Bids, signing the Agreement and the execution of the Project in accordance with the provisions of the Tender Documents.
- 6.2 Bidders may raise questions and requests for clarifications or interpretations to the Tender Documents ("**Request for Clarifications**"), in writing, by no later than the last date for submission of requests for clarifications set forth in Section 3.1.1 above (unless postponed in accordance with section 3.2 above). Such Request for Clarifications shall be addressed to the Tender Committee's Coordinator and sent via e-mail to the address set forth in section 5.5 above.
- 6.3 Requests for Clarifications shall be submitted both as a PDF file and in an open for editing MS-Word file, and in the following format:

Clarification No.	Document Name	Section	Subject/ Heading	Clarification/ Question
	(reference to the exact document in the Tender Document, which the question refers to)	(reference to the relevant Section in the document, which the question refers to)		

1.				
....				

- 6.4 The Tender Committee may request Bidders to provide clarifications to any part of their Request for Clarifications, including by way of meeting with the Bidders or any of them.
- 6.5 The Tender Committee has no obligation to clarify or interpret the Tender Documents, to respond to any specific question or to publish any of the Requests for Clarifications submitted to it.
- 6.6 In its response to a Request for Clarification the Tender Committee may rephrase any Request for Clarification, including adding to the original language or omitting from the original language, as it shall deem fit under the circumstances. In any event the language of the requests as distributed to the Bidders as part of an Addenda, shall not have any interpretive meaning, unless such meaning is explicitly implied from the Addenda.
- 6.7 The Tender Committee's responses shall be distributed to all Bidders as an Addenda.

7. Required Documents

7.1 All Bids must include all following documents and approvals:

7.1.1 All Bidders:

7.1.1.1 This RFP, together with any addendum thereto, and Annexes 1, 2, 3, 4, 5, 9 and 10, duly signed as set forth on section 8.6 below.

7.1.1.2 Annex 8 [existence of insurance] shall be signed by the Bidder, *without* the insurer's signature. Winning Bidder (solely) will present this Annex, duly signed by its insurer, within 30 days from the announcement by the Tender Committee of Winning Bidder (and in any case prior to the date in which Clalit shall sign the Agreement).

- 7.1.1.3 Detailed Product specification ("**Bidder's Specification**") + picture/s for each Product included in the Bid. Bidder's Specification shall include the following details: the name of the Product, catalog number, full description of all components and ingredients, dimensions and the permitted percentage of deviation, and shelf life period (that shall not be shorter than the required shelf life period according to the Technical Specifications, if and insofar as the Technical Specification contains a requirement in this regard). In addition, and to the extent relevant, the specification shall also include weight, packing form, number of Product units per package, storage conditions, usage restrictions, etc.
- 7.1.2 Local (Israeli) Bidder: A valid confirmation of administration of books pursuant to the Public Entities Transactions Law, 5736-1976: (i) copy of all the approvals required according to Section 2 of the Public Entities Transactions Law, valid under the name of the Bidder, and confirmed by an attorney to be a "certified true copy"; and (ii) Bidder's affidavit signed by the authorized signatory of the Bidder and certified by an attorney, pursuant to Sections 2B and 2B1 of the Public Entities Transactions Law, in the form attached hereto as Annex 6.
- 7.1.3 Non-manufacturers: Bidders who are not the manufacturers of the Products will attach Annex 7 [manufacturer's undertakings], duly signed by the manufacturer.
- 7.2 The Tender Committee shall be permitted to disqualify a bid which does not contain all the required documents. Notwithstanding the above the Tender Committee shall be permitted, but not obligated, at its sole discretion, to allow any bidder to complete his Bid and present required documents within a limited timetable determined by the Tender Committee.

8. Bids Submission

- 8.1 Last Submission Date: All Bids must be submitted no later than the last date for submission set forth in section 3.1.2 above (unless postponed in accordance with section 3.2 above). Notwithstanding the above, if the Tender Committee decides to have a "Best & Final" phase than the provisions of section 9.4 shall apply.
- 8.2 One Bid Only: Bids can be submitted for one or more Products Groups. Each Bidder may submit only one Bid for each Group.
- 8.3 Compliance with the Requirements of the Tender Documents: Bidders shall prepare their Bids in conformity with the requirements of the Tender Documents. Bidders shall answer all parts of the Tender Documents in an accurate and detailed manner, disclosing all the information requested, as well as any additional information or data required to clarify, substantiate and, in general, support the Bid. Without derogating from the generality of the foregoing, Bidders shall complete, sign and submit all Tender Forms and Annexes.
- 8.4 Language:
- 8.4.1 The Bids, including their appendices and any Requests for Clarifications with respect to the Tender Process, are to be submitted in English.
- 8.4.2 Supporting documents and printed literature which are designated to support or substantiate the Bid may be in English or in Hebrew. Any such supporting documents and printed literature furnished by a Bidder in any other language, other than Hebrew or English, should be accompanied by a translation to Hebrew or English (authenticated by a Public Notary).
- 8.5 No Unauthorized Changes in Tender Documents: Bidders may not submit a conditional or contingent offer, and are not allowed to revise, modify, deviate, object, amend, add, eliminate or otherwise change the Tender

Documents or any part thereof ("**Unauthorized Change**"), either within the Tender documents, or in any side letter or other way.

- 8.6 Signing: The Bid (including all Tender documents, and all forms and appendices thereof), shall be duly signed by the Bidder (signature and stamp), by its authorized signatories, at the bottom of each page. In designated places Bidder's signature shall be accompanied by Bidder's legal council approval.
- 8.7 Bid Submission: Bids are to be submitted via Clalit's Sourcing Vision System (only; no physical paper) at the following address:
<https://account.sourcingvision.com/login.aspx?ReturnUrl=%2fUser%2fMain.aspx%3f>.
- 8.8 Validity: The Bids shall be irrevocable and remain valid and binding upon all Bidders for a period of 150 days, commencing on the last submission date. The Tender Committee may, by a written notice to all Bidders, extend the validity period by two (2) additional periods of 60 days each. After the end of the validity period all Bids shall **remain valid** unless otherwise notified in writing by Bidder to the Tender Committee's Coordinator as set forth in section 5.5 above.
- 8.9 Sensitive or Confidential Information: each Bidder may detail, in a separate paper that will be **attached** to its Bid, all information contained in its Bid, which it considers to be of a commercially sensitive or confidential nature and which in his mind should not be disclosed to other Bidders. The attention of all Bidders is referred to the provisions of Section 10.10.9 below, including the discretion of the Tender Committee to allow review of information which the Bidder considers to be of a commercially sensitive or confidential nature, and the consequence of identifying parts of the Bid as of a commercially sensitive or confidential nature on the right of review of that bidder.

9. Examination and Evaluation of Bids

- 9.1 Evaluation: The Tender Committee, with the assistance of any of its advisors and experts, shall examine and evaluate the Bids as described hereunder.
- 9.2 Additional Information and Clarifications: The Tender Committee may request additional information and clarifications from any Bidder, including in writing, orally or through meetings (face-to-face, video conference, etc.), and may request any Bidder to clarify, correct, modify, supplement, or amend any item contained in his Bid or to delete, disregard, withdraw, or correct any part of the Bid or to submit any additional information (including details, drawings specifications and descriptions). For removal of doubt, the Tender Committee may hold meetings with any of the Bidders and request any of the Bidders to hold a presentation of their Bids. Bidders will comply with the requests and instructions of the Tender Committee, within the time period which shall be stipulated by it. The responses of Bidders to the requests for clarifications from the Tender Committee will form an integral part of their Bids. In the event of a discrepancy between the Bids and the response of the Bidder to the requests for clarifications, such response of the Bidder shall prevail.
- 9.3 Consequences of Unauthorized Change: In any event of Unauthorized Change (as defined in section 8.5 above), the Tender Committee may act as it deems appropriate, including without limitation, in any one or more of the following ways: (a) disqualify the Bidder and the Bid; (b) ignore the unauthorized Change or any part thereof (in such a case the Bidder will be bound by the terms of the Tender, without the Unauthorized Change); (c) deem the unauthorized Change or any part thereof as a technical error; (d) request the Bidder to amend his Bid by withdrawing such Unauthorized Change.
- 9.4 Evaluation of Price Proposal: The Tender Committee shall review the Price Proposals of all participants and determine the three (3) lowest Bids for each Group ("**3 Lowest Bids**").

In case of foreign supplier, since Clalit shall have to bear additional costs including land transport (from Ashdod to Clalit's warehouse) and Customs Clearance and Release, a **3% surcharge** will be added to the Price Proposal.

- 9.5 Evaluation of Products: Bidders with the 3 Lowest Bids (in each Group) will be asked to deliver to Clalit (air delivery; all costs covered by Bidder) five (5) samples of each Product ("**the Samples**") for evaluation. It is noted that Clalit will use such samples in order to obtain the necessary approvals required under Israeli Law and Regulation. It is further noted that Winning Bidder shall be obligated to supply Clalit throughout the entire Term of the Agreement, Products that are identical to the Samples.

The Tender Committee (itself or through a designated evaluation committee) shall review the Samples and determine their obedience with the requirements of the Tender Documents and especially (but not solely) the requirements of Annex 1 (Technical Specification).

In addition, the Tenders Committee (itself or through a designated evaluation committee) shall conduct a qualitative examination of the Samples and examine their appearance, aesthetics, durability, ease of use, etc. At the end of this qualitative examination the Tender Committee will reach a binary decision ("yes" or "no") and determine whether the Product is suitable for sale under Clalit's private label. It is clarified that the qualitative examination is subjective, and the Tenders Committee will not be required to explain or justify its decision.

Prior to the disqualification of any product, the Tender Committee may (but is not obligated to-) permit any Bidder to make necessary adjustments in its Product in order to comply with the requirements and not be disqualified.

If any Sample is disqualified, the Bidder with the fourth lowest proposal for that Group shall replace the Bidder whose product was disqualified, and his bid shall become one of the 3 Lowest Bids (and again, in the case of another disqualification).

The Tender Committee may ask one or more of the Bidders with the 3 Lowest Bids to visit its factory in order to inspect and audit the production

procedure of the Products. Bidders so asked will cooperate with the Tender Committee, and present to it their factory and production procedures. All visit costs will be covered solely by the Tender Committee.

- 9.6 Best & Final: The Tender Committee intends to give the Bidders with the 3 Lowest Bids the opportunity to submit an improved (best and final) Price Proposal. The Tender Committee shall determine and inform those Bidders of the manner and date for submission of the improved proposals. Any Bidder who does not submit an improved proposal - its original (already submitted) proposal shall be regarded as its improved proposal.
- 9.7 Winning Bidder: Upon the completion of the Evaluation Process (and the best & final stage, if conducted), the Tender Committee may announce the qualified Bidder with the **lowest Price Proposal** for each Group as "**Winning Bidder**" and award him the Agreement for that Group. For the avoidance of doubt – (a) a 3% surcharge will be added to any foreign supplier Price Proposal, in accordance with section 9.4 above, (b) the Tender Committee is not obligated to choose a Winning Bidder.
- 9.8 Award of the Agreement: Clalit will sign the Agreement with the Winning Bidder/s no later than 45 days following the announcement of a Winning Bidder by the Tender Committee provided, however, that all conditions precedent stipulated under the Agreement with respect to the signature thereof by Clalit have been fulfilled. For the avoidance of doubt, the announcement by the Tender Committee of a Winning Bidder shall not be construed in any way as a contractual engagement, and the Agreement will not enter into force until it is duly signed by Clalit.

10. General Terms

- 10.1 Law and Jurisdiction: This Tender shall be governed and construed solely in accordance with the Laws of the State of Israel. The competent courts in Tel-Aviv, Israel shall have the sole jurisdiction over all matters and all disputes arising in connection with the Tender.

- 10.2 Waiver: By submitting a Bid, each Bidder will be deemed to have waived any right to seek an injunction or any interim order with any court, in any legal proceeding, with respect to the Tender Process.
- 10.3 Acceptance of Terms and Conditions: By submitting a Bid, each Bidder shall be deemed to have confirmed that it received the Tender Documents, read, considered, and understood the Tender Documents and accepted the terms and conditions thereof, including all obligations and undertakings specified or implied hereunder.
- 10.4 No Contingency: Bids shall not be conditional or contingent in any way.
- 10.5 Independent Research and Inquiries: Each Bidder is expected to independently evaluate, at its sole responsibility and at its own expense, as an expert, all factors and data that may be deemed to affect, directly or indirectly, its participation in the Tender Process, submission of the Bid, signing of the Agreement and execution of the Project in accordance with the Tender Documents.
- 10.6 Order of Precedence: In the event of any ambiguity, discrepancy, conflict, or contradiction in or amongst any Tender documents the provision or interpretation which is stricter or more onerous for the Bidder, as determined by Clalit at its sole discretion, shall apply. Any ambiguity, discrepancy, conflict, or contradiction shall be brought to the attention of the Tender Committee as soon as possible.
- 10.7 Severability: The invalidity or unenforceability of any part, provision or section of the Tender Documents shall not affect the validity or enforceability of other parts, provisions or sections thereof. Any invalid or unenforceable part, provision or section shall be deemed severed from the Tender Documents, and the Tender Documents shall be construed and enforced as if the Tender Documents did not contain such invalid or unenforceable part provision or section.
- 10.8 Cost of Preparation: Bidders shall bear any and all costs and expenses in connection with their participation in the Tender process and will not be reimbursed or otherwise compensated by Clalit, including in the event of termination of the Tender process for any reason whatsoever.

10.9 Industrial Cooperation: The attention of any Bidder which is a “Foreign Supplier”, as defined under the Mandatory Tenders Regulations (Mandatory Industrial Cooperation), 2007 (“**Industrial Cooperation Regulations**”), is drawn to the requirements of those regulations. The obligations under those regulations apply in relation to any engagement in an amount exceeding US\$ 5 million, subject to any exception and relevant conditions according to the Israeli law. If a Bidder which is a “Foreign Supplier”, as defined under the Industrial Cooperation Regulations, will be announced as the Winning Bidder, the said Bidder may be required to carry out the industrial cooperation obligations in compliance with the provisions of the Industrial Cooperation Regulations, if applicable. Clalit estimate (but does not undertake in any way) that the Industrial Cooperation Regulations will not apply to any engagement under this RFP.

10.10 Tender Committees' Prerogatives: Without derogating from the Tender Committee's rights pursuant to the provisions of the Tender Documents or under any Law, The Tender Committee shall have the following rights and privileges:

10.10.1 to update, change, amend, add, derogate, stipulate, impose conditions, cancel or clarify any condition, provision, requirement or date included in the Tender Documents.

10.10.2 to conduct negotiations with any or all Bidders, at any stage, either simultaneously or non-simultaneously, and to cease and reinstate any such negotiations. The Tender Committee may exercise its right under this Section any number of times it may deem necessary.

10.10.3 to reject any or all Bids.

10.10.4 not to accept the Bid awarded with the highest Final Score; not to accept the Bid containing the lowest Price Proposal; not to accept any of the Bids.

10.10.5 to waive minor or other irregularities or errors in any Bid, and to accept Bids that are not fully compliant with the requirement of the Tender Documents.

- 10.10.6 to disqualify any Bid in the event that the Tender Committee is of the opinion that the Price Proposal does not comply or will not enable the Bidder to comply with the Bidder's obligations under Law or under the Agreement.
- 10.10.7 to reject Bids which do not fully comply with the provisions of the Tender Documents and the Tender Process, and/or to reject Bids in the event such Bids are partial, reserved, lacking, conditional, false or based on false or misleading information, and/or to reject Bids that contain Unauthorized Changes.
- 10.10.8 to disqualify any Bidder, or impose any condition or instruction on its continued participation in the Tender Process in the following events: (a) the commencement of insolvency, receivership, liquidation, reorganization, debt settlement, or any similar proceeding against the Bidder, its controlling shareholder, or beneficial owner; (b) the Bidder, or any director or officer holders thereof has been convicted of an Offence, including an offence which might, in the opinion of the Tender Committee (at its sole discretion), (i) result in a material or adverse change to its business; (ii) concerning grave professional misconduct; (iii) concerning fraud and breach of faith; or (iv) any other offence which effects its integrity and/or credibility. The determination whether or not an Offence meets the requirements of this Section shall be made by the Tender Committee, at its sole discretion; (c) the Bidder, interested party of the Bidder, or any director or officer thereof, is or became a resident of or domiciled in a country which does not have diplomatic relations with the State of Israel; (d) any exceptional circumstances which, in the opinion of the Tender Committee, has material adverse effect on the ability of a Bidder to execute the Agreement, or to participate in the Tender Process; (e) any material breach of the provisions of the Tender Documents or failure to comply with an instruction of the Tender Committee, including but not limited to the submission of any false, incomplete, or misleading information to the Tender Committee;

(f) any other reason for which the Tender Committee deems that a Bidder is not eligible to be announced as the Winning Bidder.

Bidders will be required to notify the Tender Committee of the existence of any of the events described in Section 10.10.8 above within a reasonable period of time under the circumstances.

10.10.9 to conduct the Tender process in any manner the Tender Committee deems fit; to annul the Tender process or any part thereof at any time (including following the determination of Winning Bidder); and/or to initiate any other proceedings with respect to the Project.

10.11 Right to Review:

10.11.1 Within 30 days following the announcement of a Winning Bidder, each Bidder shall be entitled to review the Tender Committee's decisions and the Winning Bidder's Bid, and to receive a copy thereof, all subject to and in accordance with all relevant laws and regulations. The foregoing review shall be for a fee of NIS 500, including VAT.

10.11.2 Bidders shall not be entitled to review the Winning Bidder's Bid until the Tender Committee decide which parts thereof are commercially sensitive or confidential under any Law, and as such, shall not be disclosed. The procedure (including the time schedule), with respect to disclosure of documents and review by other Bidders shall be determined solely by the Tender Committee.

10.11.3 The Tender Committee shall evaluate the commercially sensitive or confidential nature of parts of the Winning Bidder's Bid which were identified as such by the Winning Bidder in accordance with the provisions of section 8.9 above. The decision of the Tender Committee with respect thereto will be issued to the Winning Bidder.

10.11.4 Bidders shall not be entitled to argue that the Bid, other than those parts identified by such as being of a commercially sensitive or

confidential nature, cannot be reviewed by other Bidders and each Bidder shall be deemed to have waived any claims it may have with respect thereto.

10.11.5 Bidders shall not be entitled to review those parts of the Winning Bidders' Bid, which have been identified by themselves to be of a commercially sensitive or confidential nature (in their own Bid), unless otherwise permitted by the Tender Committee.

10.11.6 Price Proposal shall not be deemed to constitute information of a commercially sensitive or secret nature.

Annex 1 - Technical Specifications

Specification no. 1

Rapid flexible thermometer - 10 seconds	
Description of item	Digital thermometer, flexible, 10 seconds
Checking range	32°C-43°C
Degree of accuracy	$\pm 0.1^{\circ}\text{C}$
Color	Carton box, mix of four colors
Dimensions and weight	To be noted in bid
Properties	Suitable for oral, rectal and armpit measurement
	Suitable for use for babies and children, without detachable parts
	Accurate measurement within 10 seconds
	Flexible end for comfortable measurement
	LCD screen, easy to read with a display level of up to 0.1°C
	Automatic switch-off after 10 minutes ± 2 minutes
	Beeps on conclusion of measurement
	Water-resistant end/tip
	The thermometer will come with a battery ready for use
	Can be washed with water and soap and disinfected with 70% alcohol (tip water resistant / proof)
Packaging	A plastic box with a cover in a small cardboard box for hanging with a use instructions leaflet
Quantity in package	One unit
Activity environment	Temperature: 10°C - 45°C
	Humidity: R.H. 15% - 95%
Storage conditions	Temperature: between 10°C - 60°C
	Humidity: R.H. 15% - 95%
Validity	Warranty for one year
External package	TBD
Certification, registration, marking	AMAR, FDA, CE

Specification no. 2

Digital thermometer - 60 seconds	
Description of item	Digital thermometer, 60 seconds
Checking range	32°C-43°C
Degree of accuracy	±0.1°C
Color	Carton box ,a mix of four colors
Dimensions and weight	To be noted in bid
Properties	Suitable for oral, rectal and armpit measurement
	Suitable for use for babies and children
	Accurate measurement within 60 seconds
	LCD screen ,easy to read with a display level of up to 0.1 °C
	Automatic switch-off after 10 minutes ± 2 minutes
	Beeps on conclusion of measurement
	Water-resistant end
	Last measurement memory
	The thermometer will come with a battery ready for use
Can be washed with water and soap and disinfected with 70% alcohol (tip water resistant / proof)	
Packaging	A plastic box with a cover inside a box / blister with a hole for hanging
Quantity in package	One unit
Activity environment	Temperature: 10 °C - 45 °C
	Humidity: R.H. 15% - 95%
Storage conditions	Temperature: between 10 °C - 60 °C
	Humidity: R.H. 15% - 95%
Validity	Warranty for one year
External package	TBD
Certification, registration, marking	AMAR, FDA, CE

Specification no. 3

Sterile gauze pad - eight layers	
Description of item	Sterile gauze pad
Fabric	100% cotton with a thread count of 17 threads per sq. cm, eight layers
Color	White
Properties	Sterile
	Highly absorbent
	Folded edges
Packaging	Pocket made of paper / plastic or paper / paper that can be opened easily plus an external cardboard package for hanging

Storage conditions	Room temperature, in a shaded and dry place
Sterilization validity	Five years
External package	TBD
Certification, registration, marking	AMAR, FDA / CE certification

Item	Required dimension	Quantity in sale unit
3.1	7.5 x 7.5 cm	10 units
3.2	10 x 10 cm	10 units

Specification no. 4

Unsterile gauze pad (12 layers)	
Description of item	Gauze pad
Fabric	100% cotton with a thread count of 17 threads per sq. cm, 12 layers
Color	White
Properties	Sterile
	Highly absorbent
	Folded edges
Packaging	Pocket made of paper / plastic or paper / paper that can be opened easily
Storage conditions	Room temperature, in a shaded and dry place
Sterilization validity	Five years
External package	TBD
Certification, registration, marking	AMAR / FDA / CE certification

Item	Required dimension	Quantity in sale unit
4.1	7.5 x 7.5 cm	100 units

Specification no. 5

Stretch gauze bandage	
Description of item	Stretch gauze bandage - five units
Color	White
Properties	Latex-free
	Woven edges
Packaging	Plastic bag for each unit plus an external cardboard package for hanging
Storage conditions	Room temperature, in a shaded and dry place
Validity	Five years
Certification, registration, marking	AMAR / FDA / CE certification

Item	Width	Length
5.1	11 cm (\pm 15%)	3 meters
5.2	9 cm 11 cm (\pm 15%)	3 meters
5.3	6.5 cm 11 cm (\pm 15%)	2.7 meters
5.4	4.5 cm 11 cm (\pm 15%)	2.7 meters

Specification no. 6

Micropore paper bandage

Description of item	Micropore paper bandage with / without a cutting device
Material	Non-woven paper
Color	White
Length	9 meters
Properties	Hypoallergenic Latex-free
Packaging	Hanging cardboard box
Storage conditions	Room temperature, in a shaded and dry place
Validity	Five years
Certification, registration, marking	AMAR, FDA, CE

Item	Width	Length
6.1	2.5 cm	Includes device
6.2	5 cm	Includes device
6.3	2.5 cm	Does not include device

Specification no. 7

Transpore paper bandage

Description of item	Transpore transparent medical bandage
Material	Plastic (elastomeric polymer such as EVA)
Color	Transparent
Length	9 meters
Properties	Hypoallergenic Easily cut Water-resistant Latex-free
Packaging	Hanging cardboard box
Storage conditions	Room temperature, in a shaded and dry place
Validity	Five years
Certification, registration, marking	AMAR, FDA, CE

Item	Required width
7.1	2.5 cm
7.2	5 cm

Specification no. 8

Adhesive eye pad (sterile) - absorbent	
Description of item	Adhesive sterile pad for eyes
Fabric and glue	Non-woven polymer back, hypoallergenic acrylic glue, protective paper, absorbent pad
Color	White / flesh color
Properties	Adhesive strip along the borders of the pad
	Sterile
	Mesh layer to prevent the dressing sticking to the wound
	Highly absorbent
	Breathable materials that allow air flow and prevent sweating
	Hypoallergenic back and glue
	Anatomical structure for full coverage of the eye
Packaging	Hanging cardboard box
Storage conditions	Room temperature, in a shaded and dry place
Validity	Five years
External package	TBD
Certification, registration, marking	AMAR, FDA, CE certification

Required dimension	Quantity in package
7 x 9 cm (\pm 15%)	10 units

Specification no. 9

Adhesive sterile pad	
Description of item	Adhesive sterile pad
Fabric and glue	Non-woven fabric back, hypoallergenic glue, protective paper, absorbent pad
Color	White / flesh color
Properties	Adhesive strip on the pad's borders
	Sterile
	Mesh layer to prevent the dressing sticking to the wound
	Highly absorbent
	Breathable materials that allow the passage of air and prevent sweating
	Hypoallergenic back and glue
	Latex-free
Packaging	Hanging cardboard box
Storage conditions	Room temperature, in a shaded and dry place

Validity	Five years
External package	TBD
Certification, registration, marking	AMAR, FDA, CE certification

Item	Required dimension	Quantity in package
9.1	7 x 5 cm (\pm 15%)	10 units
9.2	15 x0 10 cm (\pm 15%)	10 units

Specification no. 10

Elastic bandage	
Description of item	Elastic bandage
Color	Beige
Properties	With two fasteners
	Can be washed by hand or a gentle machine wash without rinsing for reuse
	Maintains flexibility overtime
	Breathable materials that allow the passage of air and prevent sweating
	Latex-free
	A plastic bag inside a small cardboard box with a hole for hanging
Storage conditions	Room temperature, in a shaded and dry place
Validity	Five years
External container	TBD
Certification, registration, marking	AMAR, FDA, CE certification

Item	Width	Length
10.1	6 cm	4.5 meters
10.2	8 cm	4.5 meters
10.3	10 cm	4.5 meters
10.4	12 cm	4.5 meters
10.5	15 cm	4.5 meters

Specification no. 11

Alcohol pad	
Description of item	Disinfection pads soaked in 70% alcohol (alcohol isopropyl)
Fabric	Non-woven fabric with two layers (PLY2)
Color	White
Properties	Sterile
	Latex-free
Packaging	Each pad is packed in a printed individual aluminum sachet inside a binding small cardboard box
Storage conditions	Room temperature, in a shaded and dry place

Validity	Five years
External package	TBD
Certification, registration, marking	AMAR, FDA, CE certification

Required dimension	Quantity in package
6.2 x 3.5 cm	100 units

Specification no. 12

Absorbent cotton wool	
Description of item	Absorbent cotton wool made of natural cotton for medical and cosmetic use
Material	100% cotton
Color	White
Properties	Highly absorbent With perforation lines
Packaging	Plastic bag with tying and hanging threads
Storage conditions	Room temperature, in a shaded and dry place, far from fire sources
Validity	The product's batch no. should be noted
External package	TBD
Certification, registration, marking	Standard 597 of the Standards Institution of Israel, AMAR/ FDA / CE
Weight per package	100 grams

Specification no. 13

Brown / transparent band-aid	
Description of item	Flesh colored / transparent band-aid
Fabric and glue	Back of non-woven fabric / ordinary fabric / PU (to be detailed in the bid), hypoallergenic glue, protective paper, absorbent pad
Color	Brown (flesh colored) / transparent
Properties	Latex-free Adhesive strip around the pad Mesh layer to prevent the dressing sticking to the wound Water-resistant Breaching materials that allow air flow and prevent sweating Sticks well but removal is easy and pain-free
Size	7.5 x 1.9 cm
Quantity in package	100 units
Packaging	Each plaster is in a personal paper package, a chain of plasters in a small cardboard box with a hole for hanging (the picture is for illustration only)
Storage conditions	Room temperature, in a shaded and dry place, far

	from fire sources
External package	TBD
Certification, registration, marking	FDA, CE

Specification no. 14

Padded hot water bottle	
Description of item	Rectangular rubber hot water bottle
Material	Minimum 50% natural rubber
Cap	Plastic
Color	Based on choice
Properties	Capacity - 2 liters
	Quality fleece cover (polyester), design based on choice
	Rubber resistant to 85 degrees Celsius
Packaging	Each unit is packed in a separate plastic bag with a product label
Storage conditions	A cool and dry place. Far from sunlight and heat.
Validity	Five years
External package	TBD
Certification, registration, marking	British standard BS1970:2012, Standards Institution of Israel, CE, FDA

Specification no. 15

Microwavable heating cushion for neck	
Description of item	Microwavable heating cushion for neck
Filling weight	800 grams - 1 kilogram
Shape and dimensions	At least 50 x 15 cm
Color	Based on choice
Properties	Removable and washable quality fleece padding
	Filled with clay granules / clay
Packaging	One unit in a shaped cardboard package with a hole for hanging
Storage conditions	A cool and dry place. Far from sunlight and heat.
Validity	Five years
External package	TBD
Certification, registration, marking	Standards Institution of Israel, FDA, CE

Specification no. 16

Silicate heating cushion for microwave (or cooling in freezer)	
Description of item	Microwavable rectangular / silicate cushion
Filling weight	0.5 kilograms
Shape and dimensions	Based on choice (rectangular, round, heart and the like)

Color	Based on choice
Properties	Quality fleece padding? האם הגיוני?
	Filling of clay granules / clay
	Reusable
	For heating in microwave and cooling in freezer
Packaging	One unit in a cardboard package
Storage conditions	Cool and dry place. Far from sunlight and heat.
Validity	Five years
External package	TBD
Certification, registration, marking	Standards Institution of Israel, FDA, CE

Specification no. 17

Digital scale for humans	
Checking range	2.5 - 180 kilograms
Level of accuracy	Up to 100 grams
Battery	Include battery and ready to use The type of battery shall be detailed in the bid
Material	Tempered glass (4-8 mm - to be noted in the bid)
Dimensions and weight	At least 30 x 30 cm
	Automatic switch-off
	Especially resistant glass
	Digital LCD display of a size of 7 x 3 cm (the size of the numbers shall be noted)
	Automatic operation on stepping onto the scale
	Low battery indicator
Packaging	One unit in a cardboard package
Storage conditions	A cool and dry place. Far from sunlight and heat.
Validity	Warranty for a year
External package	TBD
Certification, registration, marking	Standards Institution of Israel, FDA, CE, Rohs (German standard)

Specification no. 18

Diagnostic scale for humans	
Checking range	2.5 - 180 kilograms
Level of accuracy	Up to 100 grams in weight, 0.1% for the other indices
Battery	Include battery and ready to use The type of batter shall be detailed in the bid
Material	Tempered glass (4-8 mm - to be noted in the bid)
Dimensions and weight	At least 73 x 30 cm
Properties	Monitors fat percentages in body, muscle mass, bone mass, BMI, percentage of liquids in body and burning of calories
	Height range from 100 cm to 240 cm

	Memory for up to 10 different users
	Four sensors for maximum accuracy
	Automatic switch-off
	Especially resistant glass
	Digital LCD display of a size of 7 X 3 cm (the size of the numbers shall be noted)
	Automatic operation on stepping onto the scale
	Low battery indicator
Packaging	One unit in a cardboard package
Storage conditions	A cool and dry place. Far from sunlight and heat.
Validity	Warranty for one year
External package	TBD
Certification, registration, marking	Standards Institution of Israel, FDA, CE, Rohs (German standard)

Specification no. 19

First aid kit	
Properties	5 alcohol pads
	1 triangle for fixation
	Paper plaster in a 1.2 cm roll
	2 stretch bandages
	10 cotton wool balls
	2 sterile pads
	Pair of latex gloves
	Scissors
	3 safety pins
	10 plasters
Packaging	Flexible, branded and printed package, comfortably carried and stored, that is closed with a zip and contains an instructions leaflet for initial treatment, the package's contents will be printed on the package
Validity	Five years
Color	Based on choice
Storage conditions	A cool and dry place. Far from sunlight and heat.
External package	TBD
Certification, registration, marking	Standards Institution of Israel, FDA, CE

Annex 2

Price Proposal

General Terms

1. Prices for all items are to be specified in the same currency, either NIS or any other foreign currency (at Bidder's choice). In order to allow comparison, prices in foreign currency shall be converted into NIS according to their representative rate of exchange known in the morning of the last submission date. If a "best and final" phase is held, the abovementioned shall apply, mutatis mutandis, on the last submission date for improved price proposals.
2. Prices will *not* include VAT.
3. All prices shall be valid for the entire Agreement's Term (including extensions thereof).
4. All Price Proposals shall be submitted both as a PDF file and in an open for editing Excel file, in the attached excel worksheet.
5. Prices listed in Price Proposal shall constitute full and final remuneration for all Bidders' undertakings pursuant to the Tender documents and the terms and conditions of the Agreement. No additional payments will be paid by Clalit to Winning Bidder, unless specifically otherwise instructed within this Tender or within the Agreement.
6. For the purpose of fair comparison between proposals, a 3% surcharge will be added to any foreign supplier's Price Proposal.
7. Payments to a local (Israeli) Bidder 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 Products to Clalit). Payments to a foreign Winning Bidder shall be made in the currency offered in the proposal and against an invoice that shall be received from that Bidder.
8. Prices in Price Proposal are all nominal and shall bear no linkage differences or interest whatsoever.
9. Method of comparison between Price Proposals -
 - 9.1. Products are divided into 12 group ("Product Group").

- 9.2. Clalit intends to choose the Bidder with the lowest Price Proposal in each Product Group as the Winner Bidder in respect to items included in that Product Group.
- 9.3. Bidders are asked to fill the offered price ("Item Price") for **each and all items** in the Product Group for which their bid is submitted. Prices are to be filled in the designated place (marked in yellow) in the Excel spreadsheet of the Price Proposal. Bidders are not permitted to make any changes to the Excel spreadsheet, and they must fill only the Item Price in the designated place.
- 9.4. Item Price multiplied by the number of items specified next to each item, or the percentage (%) indicated next to each item, shall constitute the "Total Item Price". It is clarified that the number of items and percentages are for calculation purposes only and do not constitute any representation or undertaking whatsoever on the part of Clalit.
- 9.5. The amount obtained from adding the "Total Item Price" of all the items in the same Product Group shall be the Price Proposal for that Group. It is clarified that all the above is subject to all terms and conditions contained in the RFP and all other Tender Documents.

Bidder name and Signature: _____

By its authorized signatories:

Name: _____; Title: _____

Name: _____; Title: _____

Annex 3

The Agreement

Between: Name: _____

Registration Number: _____

Address: _____

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

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

101 Arlozorov Street, Tel Aviv, Israel

(Hereinafter: "**Clalit**")

1. This agreement ("**the Agreement**") was signed pursuant to the announcement of the Supplier as a Winning Bidder in the Request for Proposals published by Clalit ("**the RFP**" or "**the Tender**"). All Tender Documents constitute an integral part of this Agreement. Capitalized terms herein shall have the meaning ascribed to in the RFP.
2. Warrants and undertakings: Supplier hereby undertakes and warrants as follows:
 - 2.1. Supplier fully understands and accepts all terms of the Tender and this Agreement.
 - 2.2. Supplier has all the means, the knowledge, the experience, the skills and the professionalism required to supply the Products and perform all its undertakings according to the Tender and the Agreement.
 - 2.3. All the representations made by Supplier in the framework of the Tender are correct, complete and accurate.
 - 2.4. Prices in Price Proposal submitted by Supplier constitute full and final payment for the fulfillment of all the Supplier's undertakings according to the Tender, and unless otherwise specifically mentioned in writing, includes all the accessories, works, materials, tools, warranty, and actions under the Tender and this Agreement.
 - 2.5. There is no prevention or restriction to the Supplier's entering into this agreement and the performance of all its obligations hereunder.

- 2.6. Supplier will exercise all its rights and obligations under this Agreement in accordance with the relevant requirements of any applicable law and in accordance with the relevant binding directives of any competent authority.
 - 2.7. Supplier has and will continue to have throughout the entire Term of this Agreement all required confirmations, permits, licenses and authorizations.
 - 2.8. The supply of the Products to Clalit and the intended use of the Products by Clalit shall not violate any patent and/or other intellectual property or third party's rights.
 - 2.9. Supplier hereby acknowledges that that this Agreement does not grant him any exclusivity of any type or kind, and subject to Clalit's undertakings regarding minimum quantities (if and to the extent such undertaking is included in the RFP), Clalit has the sole discretion to purchase any product from any supplier as it sees fit.
3. Warranty: Unless otherwise stipulated in Annex 1 with regard to any specific Product, Supplier will provide Clalit without any additional payment (except for the Products themselves) a full and comprehensive warranty for the Products for a period of twelve (12) months starting from the date of supply of each Product ("**the Warranty Period**"). During warranty period Supplier shall replace any Product with a new one upon Clalit's first request, for any reason such as defect, dissatisfaction, discrepancies, etc., without cost for Clalit.
4. Purchase Orders and Supply:
- 4.1. Supplier shall supply the Products to Clalit in accordance with purchase orders ("**Purchase Orders**" or "**PO**") issued by it from time to time.
 - 4.2. Products shall be delivered under CIP terms to Ashdod Port (prices in Price Proposal shall include all delivery costs as an integral part thereof). However, if the Supplier is a local (Israeli) Supplier, Products shall be delivered to Clalit's general warehouse in Shoham (or elsewhere as instructed by Clalit) ("**Clalit's Warehouse**") instead of Ashdod port.
 - 4.3. Delivery shall be made (at Ashdod port or Clalit's Warehouse) within 90 days from issuance of a Purchase Order.
 - 4.4. All Products supplied to Clalit shall be new, unused, and free of any charge or any other third party's rights.
 - 4.5. Supplier will assist Clalit in importing the Products to Israel and releasing them from customs, and provide it with all documents necessary and/or requested by Clalit for that purpose ("**the Import Documents**"). Such Import Documents may include, inter alia, original invoice, packing list,

risk analysis report, , etc. invoice issued by a European Supplier will contain the following sentence: "The exporter of the products covered by this documents authorization number _____ declares that, except where otherwise clearly indicated , these products are of EU preferential origin". Invoice issued by an American Supplier will contain the following sentence: "I, the undersigned, hereby declare that unless otherwise indicated, the goods covered by this document fully comply with the rules of origin and the other provisions of the Agreement on the Establishment of a Free Trade Area between the Government of Israel and the Government of the United States of America". All invoices will include all required identification details of the Supplier. For the avoidance of doubt the above refers only to a foreign Supplier and will not apply in the case of a local (Israeli) Supplier.

- 4.6. Clalit may refuse to accept and Supplier shall not be entitled to any payment for Products which, in Clalit's opinion, are defective or not in accordance with the terms of the Tender, the Agreement, or the Purchase Order. Such Products shall be shipped back to Supplier, on Supplier's expense, unless otherwise agreed upon between Clalit and Supplier.
- 4.7. Clalit may visit Supplier's factory in order to inspect and audit the production procedure of the Products. The Supplier will cooperate with Clalit, and present to it its factory and production procedures. All visit costs will be covered solely by Clalit.

5. Prices:

- 5.1. Prices listed in Price Proposal shall constitute full and final remuneration for all Supplier's undertakings pursuant to the Tender documents and the terms and conditions of the Agreement. No additional payments will be paid by Clalit to Supplier, unless specifically otherwise instructed within this Tender or within the Agreement. without derogating from the generality of the aforementioned, inasmuch as it is relevant, prices in Price Proposal shall be deemed to include all production costs, wages and social benefits, expenses for loading, unloading, shipping and warehousing, depreciation and wear and tear, administrative and general expenses, risk of natural disasters, cost of insurances, warranty, guarantees etc, all taxes, fees, tolls ,levies and other mandatory payments imposed on the Supplier or the Products until delivered at Ashdod port.
- 5.2. Once delivered to Ashdod port, Clalit shall bear all costs of import and customs taxes including VAT (if applicable) imposed on the Products, as well as all costs of delivery from Ashdod port to its warehouses or hospitals. For the avoidance of doubt the above refers only to a foreign Supplier and will not apply in the case of a local (Israeli) Supplier.

6. Payment Terms:

- 6.1. Full payment (100%) for all Products delivered according to Purchase Orders issued by Clalit and supplied in accordance with the terms of the Tender and this Agreement shall be made within 60 days from the end of the month of delivery. For purpose of this section "delivery" shall mean arrival of Product at Ashdod port (or, in case of local supplier – arrival at Clalit's Warehouse) and conveyance of all import documents (or, in case of local supplier – conveyance of all delivery documents) (**net + 60**).
- 6.2. Payment shall be made by wire transfer to Supplier's bank account according to the details provided in writing by the Supplier.

7. Term and Termination:

- 7.1. This Agreement is valid for a period of 60 months (5 years) starting the date Clalit signed the Agreement ("**the Term**").
- 7.2. Clalit may terminate the Agreement (early termination), with or without cause, at the end of 24, 36 or 48 months (2, 3, or 4 years) .
- 7.3. Clalit may terminate this Agreement (early termination) in any case of breach that will not be amended within 14 days from conveyance of a written demand for amendment.
- 7.4. Supplier may terminate this Agreement (early termination) only in any case of breach that will not be amended within 60 days from conveyance of a written demand for amendment.

8. Assignment of Rights: Supplier will not be entitled to assign his rights and/or obligations under this agreement, and will not be entitled to assign or pledge his right to receive any payment from Clalit under this Agreement, without the prior written approval of Clalit. If such approval is given, Supplier shall remain the sole responsible towards Clalit in accordance with all of his undertakings according to this agreement and all Tender Documents.

9. Compensation and offset: 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. 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 of non-performance of any of the Supplier's obligations according to this Agreement.

10. Confidentiality and data protection: 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.

11. Insurance and liability

11.1. 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 Products or due to the Products and its functioning, or any defect or failure in them, whether the failure is due to a technical defect, mechanical or electrical or damage that will be caused due to, because of or in relation to the Products. This liability under torts will remain valid during the entire Term of the Agreement.

11.2. 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.

11.3. 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 Products and/or due to the Products 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.

11.4. 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.

11.5. For the coverage of his liability under the law and in accordance with the terms of 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 he might be liable under law towards Clalit for the aforementioned, appropriate insurances at his discretion.

- 11.6. Supplier undertakes to arrange, at least, liability insurance for defective Products, professional liability, employers' liability and third party insurance, under the customary terms and amounts ("**the 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, including professional liability insurance, 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.
- 11.7. Liability policies of the Supplier will be included an explicit provision exempting Clalit or anyone acting on its behalf from any payment of excess or deductibles. 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.
- 11.8. 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.
- 11.9. 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.
- 11.10. Without derogating from the generality of the aforementioned, Supplier will submit to Clalit, within 14 working days from announcement of Supplier as Winning Bidder, an original confirmation notice regarding the existence of the insurances signed by its insurer, in a version attached as **Annex 8** to the RFP.
12. No employee - employer relations: 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.

13. Insolvency: 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:
 - 13.1. The Supplier was declared bankrupt;
 - 13.2. A receivership order, or a liquidation order, or freeze of proceedings order was issued against him;
 - 13.3. A special manager, or a trustee, or a liquidator was appointed for him, either temporary or permanent;
 - 13.4. A request was filed for an order or an appointment as stated above, and was not dismissed within 30 days from filing;
 - 13.5. 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.
14. Deviation or waiver:
 - 14.1. 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.
 - 14.2. 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.
 - 14.3. Any change in the terms of this Agreement or waiver of any rights under it shall not be valid unless made in writing and signed by both parties.
 - 14.4. The Tender Documents, including 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, or to any amendment, addition or correction of this agreement, unless done in writing and signed by both parties.
15. Notices:
 - 15.1. Notices under this Agreement shall be made in writing.

- 15.2. Any written notice sent to a party by the other party in accordance with the addresses stated in the preamble, shall be considered as reached its destination upon its delivery to that address, or at the end of 7 working days after being delivered by registered mail to a post office, the earlier of the two. A notice sent by Fax or Email shall be deemed as received upon the first working day after the date of its transmission.
- 15.3. Each party undertakes to inform the other as to any change to its address or details.
16. **Law and Jurisdiction:** This Agreement shall be governed and construed solely in accordance with the Laws of the State of Israel. The competent courts in Tel-Aviv, Israel shall have the sole jurisdiction over all matters and all disputes arising in connection with the Tender.

In witness whereof the parties have undersigned:

<hr/> Supplier	<hr/> Clalit Health Services
By its authorized signatories:	By its authorized signatories:
Name _____ Title _____	Name _____ Title _____
Name _____ Title _____	Name _____ Title _____
Date: _____	Date: _____

Confirmation

I, the undersigned, acting as legal counsel for the Supplier, hereby confirm that the above mentioned signatures duly bind the Supplier for all intents and purposes.

Name: _____
Address: _____

Stamp & Signature: _____

Annex 4

Bidder's Details and Statement Form

Bidder's Full Name: _____

Bidder's Registration No.: _____

Bidder's Address: _____

Bidder's Telephone No. : _____

Bidder's Facsimile No.: _____

Bidder's Website: _____

Bidder's Contact Person:

Name of Contact Person:

Phone Number:

E-mail:

_____ @ _____

[Capitalized terms herein shall have the meaning ascribed to them in the RFP]

1. We have thoroughly and carefully read the RFP and other Tender Documents, and understood the content thereof.
2. We fully accept and agree to all the terms and conditions contained in the Tender Documents and any clarifications and addenda thereto, and have no reservations with regard thereto.
3. Our Proposal, and any and all documents, financial statements, certificates and authorizations submitted as part of our Proposal, are complete, correct, and are not

misleading in any respect. The Proposal has been prepared on the basis of, and in accordance and compliance with, the RFP Documents, including all exhibits, schedules, attachments, addendums and amendments thereto.

4. Incorporated hereto, and made an integral part of the Proposal are all Forms and Annexes attached to the Proposal as required under the RFP and all information and documents required to be provided under the RFP.
5. We did not coordinate our Proposal with any other Bidder.
6. We are entitled to enter into the Agreement with Clalit regarding the subject matter of the RFP, in accordance with the Agreement and other Tender Documents, and if we shall be announced as Winning Bidder, the Agreement shall be valid and binding upon us in accordance with its terms.
7. We have the qualifications, experience, ability, skills, knowledge, professional and skilled personnel, means and resources required for the supply of the Products and performance of all the obligations under and in connection with the Agreement, all at the highest professional standard and skills.
8. We are not in any conflict of interests with Clalit and/or the subject matter of this Tender.
9. We are not involved in any activity which is, or could be, inconsistent or incompatible with the obligations under the Agreement, or which could adversely affect our ability to fulfil them.
10. We agree to any inspection by Clalit in order to review our compliance with the terms and conditions of the RFP Documents. Without derogating from the generality of the forgoing, we agree that representatives of Clalit and/or the Tender Committee contact our customers for the purpose of receiving information and recommendations.
11. We agree that the laws of the State of Israel shall apply to any matter arising and/or deriving from the RFP and the Proposal (excluding their conflict of laws principles), and the sole and exclusive place of jurisdiction for all matters pertaining to and deriving from the RFP and Proposal including any and all related disputes and disagreements shall be the competent courts of Tel-Aviv.

Bidder name and Signature: _____

By its authorized signatories:

Name: _____; Title: _____

Name: _____; Title: _____

Annex 5

Bidder's Counsel Certificate

I, the undersigned, _____, Adv., of _____,
as Legal Counsel of _____ (hereinafter the “**Bidder**”), hereby confirm
as follows in respect of the Bidder:

1. Bidder's name (as appears in the official registration):

_____;

2. Bidder's Registration Number: _____;

3. Organization Type (e.g., corporation, partnership): _____;

4. Date of Organization/Incorporation: _____;

Attached hereto is the incorporation or registration certificate of the Bidder.

5. Bidder's State of Organization/Incorporation (Bidder's State as defined under the RFP): _____;

6. Organization:

For a corporation: The Bidder is a corporation incorporated, validly existing, and in good standing under the laws of the jurisdiction in which each was incorporated and/or in the country in which it is conducting its business.

For a partnership: The Bidder is a partnership properly formed/organized, validly existing, and in good standing under the laws of the jurisdiction in which each was formed/organized and/or in the country in which it is conducting its business.

7. Authorization.

7.1. The Bidder is authorized to enter into and execute the Agreement (as defined under the RFP).

7.2. The Bidder's Proposal, including all documents and statements submitted by Bidder in the framework of the Tender Process have been signed by Bidder by its authorized signatories: _____, I.D Number _____ and _____, I.D Number _____, and that his/her signature

/ their signatures, together with the stamp or seal of the Bidder, are binding upon Bidder for all intents and purposes, according to the applicable corporate documents of the Bidder.

8. Name of Bidder's owner(s)/shareholder(s):

8.1. _____, Registration/I.D No. _____;

8.2. _____, Registration/I.D No. _____;

8.3. _____, Registration/I.D No. _____;

1.8.4 _____, Registration/I.D No. _____;

9. Name of the ultimately Controlling person(s):

9.1. _____, I.D No. _____;

9.2. _____, I.D No. _____;

9.3. _____, I.D No. _____;

10. Names of Authorized Signatories on Behalf of the Bidder:

10.1. _____

10.2. _____

10.3. _____

10.4. _____

Composition and method of signature on behalf of the Bidder:

_____.

Stamp & Signature	Attorney's Full name	Date
License Number	Address	

Annex 6

תצהיר לפי חוק עסקאות גופים ציבוריים

אני הח"מ _____ ת.ז. _____ לאחר שהוזהרתי כי עלי לומר את האמת וכי אהיה צפויה לעונשים הקבועים בחוק אם לא אעשה כן, מצהירה בזה כדלקמן:

1. הנני נותן/ת תצהיר זה בשם _____ (להלן - "המציע") אשר מגיש הצעה במכרז _____ מס' _____ / _____ - _____ (להלן בהתאמה - "ההליך" ו-"כללית"). אני מצהירה כי הנני מוסמך/ת לתת תצהיר זה בשם המציע.

2. בתצהירי זה, משמעותם של המונחים "בעל זיקה" ו-"עבירה" כהגדרתם בסעיף 2ב לחוק עסקאות גופים ציבוריים, התשל"ו - 1976 (להלן - "החוק"), תחת הכותרת "קיום דיני עבודה - תנאי לעסקה עם גוף ציבורי". אני מאשר/ת כי הוסברה לי משמעותם של מונחים אלה וכי אני מבין/ה אותם.

3. הנני מצהירה בזאת כי עד מועד ההתקשרות (כהגדרתו בסעיף 2ב לחוק) המציע לא הורשע בפסק דין חלוט ביותר משתי עבירות או, לחלופין, המציע או בעל זיקה אליו הורשעו בפסק דין חלוט ביותר משתי עבירות, אולם במועד האחרון להגשת הצעות במכרז חלפה שנה לפחות ממועד ההרשעה האחרונה.

4. ייצוג הולם לאנשים עם מוגבלות - יש למחוק את החלופה שאיננה נכונה מתוך החלופות הבאות:

הוראות סעיף 9 לחוק שוויון זכויות לאנשים עם מוגבלות, התשנ"ח-1998 (להלן - "חוק שוויון זכויות") לא חלות על המציע.

או

הוראות סעיף 9 לחוק שוויון זכויות חלות על המציע והוא מקיים אותן; וכן אם המציע מעסיק 100 עובדים לפחות, הוא מתחייב לפנות למנהל הכללי של משרד העבודה הרווחה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך - לשם קבלת הנחיות בקשר ליישומן; וכן אם המציע התחייב בעבר כלפי כללית לפנות למנהל הכללי של משרד העבודה הרווחה והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך - לשם קבלת הנחיות בקשר ליישומן - ונעשתה אתו התקשרות שלגביה הוא מתחייב כאמור - הוא פנה כנדרש ממנו, ואם קיבל הנחיות ליישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, הוא גם פעל ליישומן; וכן המציע מתחייב להעביר העתק מתצהיר זה למנהל הכללי של משרד העבודה הרווחה והשירותים החברתיים, בתוך 30 ימים ממועד ההתקשרות (אם וככל שהצעת המציע תוכרז כהצעה הזוכה בהליך).

5. זה שמי, להלן חתימתי ותוכן תצהירי דלעיל אמת.

_____ : חתימה

_____ : שם המצהיר

אישור

הריני לאשר, כי ביום _____, הופיעה במשרדי אשר ברחוב _____, מר/גב' _____, שזיהה/תה עצמו/ה על ידי ת.ז. _____/המוכר/ת לי באופן אישי, ולאחר שהזהרתיו/ה כי עליו/ה להצהיר את האמת וכי יהיה/תהיה צפוי/ה לעונשים הקבועים בחוק אם לא יעשה/תעשה כן, אישר/ה נכונות תצהירו/ה דלעיל וחתם/ה עליו בפני.

שם עו"ד: _____ מ.ר.: _____ חותמת וחתימה: _____

Annex 7

Manufacturer's Undertakings

Date: _____

To
Clalit Health Services

Dear Sir/Madam,

Re: **RFP – OTC Products**

Whereas: you have published a Request for Proposals ("RFP"), in order to choose the supplier that will supply and deliver **OTC Products** to Clalit Health Services ("Clalit"); and -

Whereas: we are aware that the subject matter of the RFP has great importance to Clalit;

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

1. We are the manufacturers of the following products _____ ("the Products") that _____ ("the Bidder") offered to supply and deliver to Clalit if announced as winning bidder in the RFP.
2. The Bidder is our authorized vendor of the Products in Israel.
3. If the Bidder is announced as winning bidder in the RFP –
 - a. We will supply the Bidder with the Products in a manner that will enable the Bidder to comply with his undertakings according to the Tender;
 - b. We will provide professional support to the Bidder, and assist him in repairing malfunctions discovered in the Products.
4. Our details and contacts are as follows:

Full Name: _____

Registration No.: _____

Address: _____

Telephone No.: _____

Facsimile No.: _____

Website: _____

Contact Person:

Name: _____

Phone Number: _____

E-mail: _____@_____

Manufacturer's Stamp and Signature

By its authorized signatories:

Name: _____; Title: _____

Name: _____; Title: _____

Confirmation

I, the undersigned _____, Adv., License No. _____ of _____ Street, _____, hereby confirm that the above mentioned signatures are of _____ 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.

Annex 8

Existance of Insurances

Date: _____

To
Clalit Health Services

Dear Sir/Madam,

Re: **RFP – OTC Products**

We the undersigned, hereby declare as follows:

1. We are an insurance company duly incorporated and lawfully operating in the State of ___.
2. We have arranged for _____ ("the Supplier") insurances with regard to the agreement ("the Agreement") between Supplier and Clalit Health Services ("Clalit") for delivery and supply of **OTC Products** ("the Products"), as detailed below:
 - a. 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.
 - b. Professional Liability Insurance that fits the activity which is the subject matter of the Agreement, covering the Supplier's liability for any professional act or omission by the Supplier, his employees and those coming on his behalf during and/or with regard to the supply of services with a liability limit of \$2,500,000 per event and \$5,000,000 cumulatively for 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. This insurance includes a discovery period of 6 months after the end of the insurance period.
 - c. Product Liability Insurance to cover the Supplier's responsibility under any law for the Products, 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.

3. For the purposes of the above insurance:
 - a. "The Insurant" in those policies will be – the Supplier and/or Clalit
 - b. "Clalit" – Clalit Health Services, managers and employees.
4. Each of the mentioned policies include the following clauses:
 - a. Cancellation of the subrogation right towards Clalit
 - b. A cross-liability clause in the liability insurances.
 - c. 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.
5. 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.
6. 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.
7. 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.
8. 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

Annex 9

Bidder's CPA Certificate

I, the undersigned, a certified public accountant (C.P.A) of _____
(hereinafter the "**Bidder**"), hereby confirm as follows in respect of the Bidder, based on
the Bidder's Financial Statements:

1. Definitions –
 - a. "**Financial Statements**" - duly audited and signed annual (12 months) consolidated financial statements.
 - b. "**Relevant Years**" - fiscal years 2017, 2018. However, if Bidder's Financial Statements for 2018 were not finalized (audited and signed) yet, then the Relevant Years shall be 2016, 2017.
 - c. "**Annual Sales Turnover**" – annual sales turnover, according to the Financial Statements for the Relevant Years, of products similar or identical to Products as defined in the RFP. It is clarified that sales turnover for any Products Group shall mean sales turnover of products similar or identical to those included in that Group.

2. Bidder's Financial Statements for the Relevant Years were prepared in US\$,
or *[please delete the unnecessary]*–
Bidder's Financial Statements for the Relevant Years were prepared in _____
[please state currency] and I used the following exchange rate (which was the exchange rate at the end (December 31st) of each year) for conversion to US\$:
 - a. December 31st _____ *[complete year]* - _____ *[complete exchange rate]*;
 - b. December 31st _____ *[complete year]* - _____ *[complete exchange rate]*;

3. The Annual Sales Turnover of the Bidder in each Products Group to which he submits his bid meets the Required Sales Turnover under the terms of the RFP

(clause 2.4), as detailed below:

- a. Bidder's Annual Sales Turnover in Products Group ____ is more than US\$ _____.
- b. Bidder's Annual Sales Turnover in Products Group ____ is more than US\$ _____.
- c. Bidder's Annual Sales Turnover in Products Group ____ is more than US\$ _____.
- d. Bidder's Annual Sales Turnover in Products Group ____ is more than US\$ _____.
- e. Bidder's Annual Sales Turnover in Products Group ____ is more than US\$ _____.
- f. Bidder's Annual Sales Turnover in Products Group ____ is more than US\$ _____.
- g. Bidder's Annual Sales Turnover in Products Group ____ is more than US\$ _____.
- h. Bidder's Annual Sales Turnover in Products Group ____ is more than US\$ _____.

Signature	Full name	Date

Annex 10

General Logistics Requirements

(supply to Clalit's Warehouse)

Packaging and supply specification

1. The products will be packaged to a maximum of four packaging levels:
Level A - A single "pack" (containing the product itself).
Level B - A plastic wrapping combines a few packs from level A, "Shrink"
(The number of packs at this level will be defined in the individual part of the specification)
Level C - A "carton" contains several packages from level B.
Level D - A "pallet" contains several packages from level C.
 - Level C packaging dimensions shall not exceed in any of the dimensions W40xL60xH40
 - Level C packaging dimensions shall not be smaller in any of the dimensions W40xL30xH25.
 - The weight of level C packaging shall not exceed 20 kg.
2. Cartons will preferably be placed on wooden pallets treated with heat. Using wood pallets treated with phenol derivatives and methyl bromide-based materials is prohibited. The pallets dimensions will be 80 x 120 (EUROPALLET) and adapted by their structure and strength for storage on pallet shelves. The height of the cartons on the pallet shall not exceed 180 cm and the pallet weight shall not exceed 1,000 Kg.
3. Any change in packaging characteristics and quantities shall be made by written request to Clalit Supply Administration to the item management department. The conditions for transportation shall be subject to the markings appearing on the packaging of the product and according to the packed material.

Quality of packaging

4. The packaging materials quality shall be according to the directives of the relevant Israeli standard for each packed material. A separating carton layer should be pasted under the adhesive strip in order to prevent damage to the goods when it is opened.
5. "Shrink" packaging will be made of clear cellophane nylon, enabling reading the barcode and identify the item using a barcode reader. In addition, the cellophane packaging should have an opening strip for easy opening.
6. For fragile items, the plastic packaging shall be replaced by a cardboard or plastic hive to prevent damage, while the barcode should be available for reading by a barcode reader.

7. When placing the cartons on the pallet, a cardboard separating layer will be placed between the layers of the rows.

The pallet will be provided with corner supports (at the angles) and wrapped in plastic.

Information

8. It is compulsory to mark the "batch number" and "expiry date" by printing and / or by stamping it in black ink on top of the level A packaging.
9. Marking is obligatory according to standard markings symbols on top of the "level C" packaging (carton) according to the markings generally accepted worldwide (chilled, fragile, cytotoxic, direction, temperature conditions, exposure to the sun, etc.)

Labels

10. The size of the label on the carton (Level C) shall be no less than 20 x 20 cm.
11. The font size of the Cat. No. and description of the product in the English language shall be no less than font size 20.
12. The labels will be affixed to the side of the carton.
13. On the pallets, the labels will be affixed onto the small side on the top part of the pallet above the plastic wrapping.
 - a. Level A label - for items that are bound by the standard, the Israeli standard must be followed.
 - b. Level B label – as a rule, there is no need for labels, except if level B is a carton.
 - c. Level C label – The label should include: barcode, Clalit Cat. No., item description, batch number, expiry date, total quantity in basic units of measurement, and quantity multiplication at level A, supplier name, supplier's Cat. No., batch barcode.
 - d. Level D label - barcode, Clalit Cat. No., item description, batch number, expiry date, total quantity in basic units of measurement, and quantity multiplication at level A and level C, supplier name, weight (only required for a homogeneous pallets containing a single item from one batch).

Shipping documents

14. The shipping documents shall be divided according to the following types of products:
 - a. 29C (non-registered drug in Israel)
 - b. Chilled
 - c. Narcotics
 - d. Dry
15. The shipping documents will be generated for each order number separately.
16. The Shipping documents lines will be split for each product / batch separately. If there is a bonus line, it will appear on a separate line.
17. Contents of the shipping documents:
 - a. Shipping documents title:
 1. Supplier Name + Contact Details (if this is a distributor document, mention the supplier's name to whom the items are related)
 2. Shipping document number + shipping documents barcode
 3. Original / Copy.
 4. The delivery address (for instance: To Clalit Logistic Center X)

5. Issuing date of the shipping documents.

6. Clalit purchase order number.

b. Document rows:

1. Vendor's Cat. No.

2. Clalit Cat. No.

3. Product name.

4. Quantity supplied (in terms of unit of measurement of the order)

5. Unit of measurement.

6. Batch number.

7. Expiry date.

8. Row number in Clalit's purchase order.

9. Bonus quantity (if relevant).

Bidder name and Signature: _____

By its authorized signatories:

Name: _____; Title: _____

Name: _____; Title: _____