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## **Advertised Tender no. 6/2013 – Supply, Implementation and Maintenance of Production Software**

The Public Utilities Authority – Electricity (hereinafter: “**the PUA**”, “**the Authority**” or “**the Electricity Authority**”), hereby request proposals for the supply, implementation and maintenance of an **Electricity Production Software Package** (hereinafter: “**the Service**”). The requested service is the installation, training and maintenance of an off-the-shelf software to be modified according to the needs of the Authority.

### **1. Introduction**

This document is a tender of The Israeli Public Utilities Authority (PUA), the government regulator of the electricity industry in Israel. The tender specifies the requirement for a software package to serve as the tool for our regulatory duties in the State of Israel. We wish to acquire a software package that provides a detailed representation of generation and transmission in the country. The software model needs to simulate cost commitment and dispatch of generators subject to operational constraints and to determine marginal prices at different locations in the system. The model results should replicate the operational and market processes used in the commitment and dispatch of all generation and optimize Generation dispatch, transmission power flow and ancillary services, including a capability to perform short, medium, and long term (>30 years) studies.

### **2. The status of electricity services in Israel**

#### **2.1 Present conditions**

PUA is entrusted with regulating the cost of electricity supply to consumers of electricity in Israel. Electricity is provided by an integrated electricity utility, The Israel Electric Company (IEC) that maintains a monopoly on the production, distribution and sale of electricity. PUA sets electricity tariffs that compensate the utility for its annual costs of supplying the electricity to the consumer.

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Tariffs are determined by merging the annual cost of operating and maintaining the generation and grid system, cost of fuel and cost of assets investment with the total generated kWh.

The major cost item that affects the tariff is the fuel cost, which is subject to variation in both the fuel price and the fuel availability of the various production units of the generation portfolio. PUA calculates the fuel cost by simulating in detail the commitment and dispatch of the production units on an hourly basis throughout the year.

## 2.2 Structural changes

The electricity system in Israel is undergoing structural changes that will affect the cost of electricity services. These changes are as follows:

- Establishing an independent system operator authority;
- Privately Power-producing (PPA) plants can be built and connected to the grid;
- PPA can sell electricity at a non-regulated price through direct transaction with consumers and in competition with the IEC. Some of these PPA are “Must Run” cogeneration and renewable resources;
- PPA pays the IEC a regulated rate for dispatch auxiliary and transmission services;
- An introduction of an incentives program for: energy efficiency programs, grid connection of renewable energy and Demand Side Management (DSM).

## 3. Details of the requested work

### 3.1 Software Package application

The changes described above have expanded the responsibility of PUA in carrying its duties and created a need for enhanced simulation capabilities, including:

- Operating cost – fuel consumption of the IEC generating portfolio;
- Operating reserve – determining the cost of auxiliary services including operating reserve;
- Allocating the cost of reserve to all producers connected to the grid through tariffs;

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- Compensating the utility for loss of revenues and extraneous expenses caused by DSM, energy efficiency, renewable etc.;
- Medium and long-range optimization of the electricity production and transmission expansion on the basis of load forecast.

### 3.2 Content of the service

The service provided by supplier to the PUA shall include the following components:

- 3.2.1 Supply and installation of the software in the Electricity Authority;
- 3.2.2 Adjustment of the system to the requirements of the PUA, including adjustment of the system to existing PUA's interfaces.
- 3.2.3 Training and implementation;
- 3.2.4 Service, support and maintenance as specified in the tender.

### 3.3 Installation of the system

- 3.3.1 The installation of the system shall be conducted by the winner of the tender;
- 3.3.2 The proposer shall undertake to cooperate with the Authority's technical teams if necessary to establish interfaces and accommodate the technical environment of the Electricity Authority. Any action taken as part of the installation, remote connection, control and maintenance shall be made through the Authority's information systems manager, Mr. Larry Leibovitz.

### 3.4 Support and maintenance

- 3.4.1 The maintenance of the system shall begin following its installation and with a confirmation by the PUA that he had examined the system and found that it meets his requirements and the undertakings of the supplier.
- 3.4.2 The following minimum components shall be part of the support and maintenance services:
  - 3.4.2.1 Repairing software errors;
  - 3.4.2.2 Upgrading the system to new versions and editions;
  - 3.4.2.3 Phone support for users.
- 3.4.3 Maintenance and response to calls shall be made within two work days in the supplier's country from the time of registering the call and during regular work hours in Israel.

### 3.5 Work plan and schedule

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- 3.5.1 The work shall be carried out by one of the Bidders, who shall be selected by the PUA to perform the services (hereinafter: "**the Winning bidder**").
- 3.5.2 The time period for complete installation of the system is 21 workdays from the time of award notification.

#### **4. Subservience**

- 4.1 All work by the winning bidder shall be conducted under supervision by the Head of Economy Department and the Information Systems Manager (hereinafter: "**the Supervisors**") or their representatives.
- 4.2 Any of the aforementioned tasks given to the winner, in whole or in part, shall be subject to the sole discretion of the Supervisors or their representatives. Furthermore, the Authority shall be entitled to seek assistance from any other party for the purpose of completing any of the aforementioned tasks and/or the required services, in whole or in part, including the assistance of other advisors, and the winner shall have no grievance towards the Authority on this matter.

#### **5. Extent and duration of the contract**

- 5.1 The contract shall be made from the period of installation followed by 5 years of maintenance, in accordance with the terms of this tender (hereinafter: "**the Initial Contract Period**").
- 5.2 The PUA shall have a unilateral and exclusive option, with a written advance notice, to extend the duration of the contract beyond the Initial Contract Period for an additional period to be determined by him, under the same terms as the terms of this tender, for no more than 7 years.
- 5.3 Changes of license price in subsequent years shall not exceed cost of living adjustments to the first year license price.
- 5.4 The PUA may terminate the contract by submitting a written notice 30 days in advance, for any reason whatsoever and at its sole discretion.

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## **6. Remuneration for the contract**

**6.1 Quotes shall be submitted using Appendix A and sent to the mail address specified in close 17.3.**

6.2 It is hereby clarified that winner shall not be entitled to any payment or benefit except for the payment specified in the winning proposal, including payment for phone expenses, mail, printing, fax, travel time, living expenses, etc.

6.3 Remuneration for the work shall be give as follows: 40% with the full and successful installation at the PUA of the required stations, 30% after the approval of the system by the PUA and the remainder (30%) after the training and final implementation stage at the PUA.

## **7. Minimum requirements**

7.1 Proposals shall be accepted only from suppliers whose software meets all of the following requirements:

- Simulations of chronological hourly operations under various load and generation scenarios;
- Incorporation of all the economical and technical characteristics of the existing plants and future candidates' electricity generators, including pumped storage;
- Incorporation of constraints such as fuel availability, take or pay, ramp rate, start-up and shutdown costs and time, minimum up time, minimum downtime;
- Integrated, embedded generation and transmission models;
- Integrated embedded long-term optimization with hourly production mode;
- Incorporation of simulation of renewal energy;
- Simulation of real time system reliability and marginal cost of unsupplied Energy;
- Operation on Microsoft Windows system and desktop computer platform.

(The proposed system shall be established on the unified technological infrastructure in use by the offices:

Windows XP and up operating systems including support for Windows 7 32-bit and 64-bit systems;

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Exchange 2007 and up mail server;

Office 2007 Professional and up environment;

Microsoft SQL 2003 and up database;

MS Office based workstations;

The supplier shall specify the optimal hardware required for a fast and efficient use of the proposed system.)

7.2 As a prerequisite for the submission of a proposal, the Bidder must attach all of the following documents:

7.2.1 Certification from a licensed clerk, accountant or tax advisor, confirming that the Bidder administers its accounting records in accordance with the law or that it is exempt from such administration, and that it customarily reports its income and all taxable transactions in accordance with the State's tax laws;

7.2.2 An affidavit, signed in the presence of an attorney, attesting to the absence of convictions against the Bidder or its controlling party;

7.2.3 An affidavit, signed in the presence of an attorney, stating that neither the Bidder nor any Interested Party therein are residents or citizens of Syria, Lebanon, Iran, Iraq or any other country which may be added to this list by the Government of Israel from time to time ("Hostile State").

7.3 Any proposal submitted not in accordance with the provisions of this section shall be immediately rejected. The PUA reserves the right to correct technical shortcomings in the proposal in order to adjust it to the requirements of the tender or to request clarifications (but is not obligated to do so).

## **8. Documents required with the proposal**

8.1 A signed contractual agreement using the attached template, signed with initials on each individual page and by an authorized signatory on behalf of the bidder's organization with a full signature and a stamp in the designated space at the end of the agreement.

8.2 Technical specifications using the template attached in Appendix XXXX, marking whether the proposed system does or does not **fully support** each close.

8.3 The bidder shall attach to his proposal a declaration regarding the immediate availability of his services upon the date of signing the contract by the PUA's signatories.

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8.4 A bank confirmation of the details of the account to which payments shall be transferred.

8.5 Certificates to be presented, valid as of the date of submitting the proposal and in accordance with this procedure: a licensed dealer certificate or an appropriate corporation registration certificate, as the case may be. If the bidder is a corporation, his participation in this procedure shall depend on his ability to present certification of his registration as a corporation under the law of its country, and of an attorney-certified affidavit listing his authorized signatories and stating their names and their authority to bind the corporation with their signature.

8.6 All of the certifications and documents are required as proof of meeting the aforementioned prerequisites.

## **9. Terms of service by the winner**

9.1 Services shall be provided by the winner in accordance with the needs of the Authority and to its satisfaction. The winner or his representatives shall not be entitled to transfer their rights according to this proposal, in whole or in part, to a third party, except with advance written consent of the PUA.

9.2 Schedules shall be approved by the PUA or his representatives and coordinated with the winner.

9.3 The winner and his representatives shall undertake to provide their services with proficiency, professionalism and skill, and in accordance with common professional and ethical standards.

9.4 The winning bidder shall begin to provide his services on the date of signing the contractual agreement by the authorized signatories on behalf of the PUA.

## **10. The process of selecting the winner and its standards**

10.1 Proposals shall be examined by the Authority and the Authority shall be entitled to consult with experts and consultants as required.

10.2 For the purpose of examining proposals the Authority shall appoint a subcommittee on behalf of the Tenders Committee to analyze proposals submitted to it. The subcommittee shall examine the proposals and their attached documents and make a

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recommendation to the Tenders Committee regarding the scoring of the proposals in accordance with the criteria specified in this close.

10.3 The process of selecting the winner of this tender shall be divided into three stages as follows:

10.3.1 Stage one – meeting the prerequisites:

In this stage, all proposals submitted prior to the last date for submission of proposals shall be examined regarding their meeting of the prerequisites specified in close 7 above. Only proposals that meet all the prerequisites shall qualify for the next stage.

10.3.2 Stage two – examination of the proposal's quality – 75%:

10.3.2.1A bidder who has met the prerequisites shall be examined regarding the quality of his proposal, his experience and skill as is most beneficial to the PUAPUA.

10.3.2.2 Examination of quality shall be made in accordance with the weighing factors specified below, and related to information received from the attached documents submitted by the bidder.

Requirement	Weight Factor
<b>Quality features, as specified in the closes of the technical specification supplement – Appendix B</b>	<b>75%</b>
<ul style="list-style-type: none"> <li>Short range Operations simulation</li> </ul>	36% 6% per feature
<ul style="list-style-type: none"> <li>Simulation of Long range Capacity Expansion</li> </ul>	20% 4% per feature
<ul style="list-style-type: none"> <li>Quality of optimization model</li> </ul>	5%
<ul style="list-style-type: none"> <li>System</li> </ul>	5%
<ul style="list-style-type: none"> <li>Attachment of a demo software</li> </ul>	4%
<ul style="list-style-type: none"> <li>Number of regulatory bodies using this system</li> </ul>	5%

10.3.3 Stage three – quotation – 25%

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Quotations of bidders who obtain a score of 40 or more in the second stage shall be examined.

10.3.3.1 The lowest quotation shall receive the maximum score and all other quotation shall receive a relative score in descending order. It shall be emphasized, that the PUA is not obligated to select the lowest quotation.

10.3.4 For the avoidance of doubt it is clarified that the PUA reserves the right to contact another bidder, who ranked second place in order to provide the services.

## **11. Conflicts of interest / confidentiality / ownership**

11.1 The winning bidder shall declare and undertake that to the best of his knowledge, and as of the date of signing the contract between the parties and during the term of the contract between the parties and for one year from the end of the term of the contract, he does not have and shall not have any conflicts of interests of any kind whatsoever. Notwithstanding the above, during the term of the contract, the winning bidder shall not represent any persons for whom the winning bidder's work with the PUA may be relevant, and shall not act on behalf of any such persons.

11.2 The winning bidder shall be required to sign an unqualified non disclosure agreement, and to undertake that all discussions in which he shall take part, as well as all findings and data concerning the services provided by him and the products of his work, shall be kept confidential throughout the term of the contract and thereafter, unless the bidder has received the PUA's prior written consent for the disclosure of such findings or data.

11.3 Any document prepared by the bidder as part of the provision of services shall be the sole property of the PUA, and the bidder or any person acting on his behalf shall have no claim or demand regarding this matter. Furthermore, the winning bidder or any person acting on its behalf shall not make use of information that is made available to him as part of the services.

11.4 The winning bidder shall not use any information that is made available to him during the term of the contract, except for the purpose of fulfilling his obligations.

11.5 The winning bidder shall undertake not to reveal to any person other than a representative of the PUA, the results of the aforementioned work, during the term of

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the contract and thereafter, including any document prepared by him as part of the provision of services, unless he has received the PUA's prior written consent for such revelation.

## **12. Request for clarifications**

- 12.1 The Tenders Committee may apply to bidders for clarifications, explanations and supplements regarding tender proposals and for other reports, data, documents or supplements, as required by it for the purpose of examining and evaluating proposals, at any stage and as many times as needed, provided that each requested license, authorization or permit is valid at the last date for submission of proposals.
- 12.2 Bidders shall reply to requests by the Tenders Committee at the times set by the Tenders Committee in its requests to the address of Tenders Committee specified in close 13.1 (Questions and Clarifications). The reply a bidder shall be attached to his proposal and shall be regarded as an integral part of it. In case of discrepancy between the specified in the proposal and the specified in the bidder's reply to the Tenders Committee's request, the bidder's reply to the Tenders Committee request shall prevail.
- 12.3 For the purpose of examining and evaluating the proposals, the Tenders Committee preserves the right to independently examine reports, data, documents or other supplements regarding the tender, at any stage and as many times as needed.

## **13. Questions and Clarifications**

- 13.1 Questions and requests for clarifications can be submitted to Mr. Oren Ben-Shimon at [oren@pua.gov.il](mailto:oren@pua.gov.il). The last date for submission of questions and requests for clarifications is 19.11.2013.
- 13.2 Bidders who fail to submit questions and requests for clarifications as specified above shall forfeit the right for any later claims regarding inaccuracy, errors, discrepancies, etc.
- 13.3 The committee may disregard applications, requests for clarifications or protests, in whole or in part, at its sole discretion.
- 13.4 All replies by the committee shall be given in writing and published on the Authority's website at [www.pua.org.il](http://www.pua.org.il). Any reply given otherwise shall be invalid and the

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committee shall not be liable for any oral explanations provided by any of its employees or any other person.

#### **14. Inspection of proposals**

- 14.1 In accordance with regulation 21(e) of the Mandatory Tenders Regulations, 1993, the bidders shall have the right to inspect the winning proposal.
- 14.2 Bidders are requested to clearly mark any parts of their proposal that contain, in their opinion, confidential information that should not be revealed. Quotations shall not be included in these parts. It is hereby clarified, that the bidder shall not be allowed to request information from the committee regarding parts of the proposals of other bidders which are parallel to the parts of their proposal marked as confidential under this close.
- 14.3 Any parts that are not marked as confidential shall be considered as information that may be revealed as necessary. The final decision regarding which parts of the proposal are to be published if necessary shall be made by the Tenders Committee.
- 14.4 Inspection of the tender documents following the winner announcement shall be allowed subject to the payment of a production Charge as specified in the Freedom of Information Regulations (Charges), 1999.

#### **15. Costs to participants in the procedure**

The bidder shall be the sole bearer of any costs incurred due to his participation in the procedure, and shall not be entitled to any reimbursement by PUA for any such costs.

#### **16. General terms**

- 16.1 Proposals shall include the bidder's full and clear current address, phone numbers, fax numbers and e-mail address.
- 16.2 The PUA may reject, but is not obligated to do so, any proposal, which is incomplete, unclear, or not in accordance with the procedure documents, and all at the sole discretion of the Authority.

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- 16.3 The PUA shall reserve the right to cancel the procedure, for any reason and at any time, including after the date for submission of proposals. The number of submitted proposals and their quotations may be the reason for PUAPUA's decision to cancel the procedure.
- 16.4 The PUA may select a bidder to be employed for the whole requested work or for part of it.
- 16.5 The PUA may apply to additional bidders to submit proposals.
- 16.6 The PUA shall reserve the right to make changes or modifications to this request and its supplements, including any of its terms and the date for submission of proposals. These changes shall be an integral part of the terms of the request and shall be presented to bidders on the Authority's website at [www.pua.gov.il](http://www.pua.gov.il).
- 16.7 It is hereby clarified, that the PUA, at his sole discretion, may select more than one proposal, and may divide the win between two proposals and request additional proposals.
- 16.8 At any time during the term of the contract, if the winning bidder does not meet the requirements specified in this request, the PUA may apply to the bidder whose proposal was ranked next after the winning proposal/s and request his services for the remainder of the term of the contract or the remainder of work hours specified in this request.
- 16.9 The PUA may apply to any or all bidders and request clarifications or supplements to their proposals.
- 16.10 At any time, the PUA may advance or delay the last date for submission of request or change any other dates and terms related to this request at his sole discretion.
- 16.11 The PUA does not undertake to select any proposal, including the lowest offer, and may apply to additional potential bidders at any time or decide not to cancel the request for budgetary or other reasons.
- 16.12 It is hereby clarified, that the announcement of a winning bidder shall not terminate the selection procedure nor shall it establish contractual relations between the PUA and the winner, and that prior to the signing of a contract between the parties by the PUA's signatories, the PUA may cancel or change his decision at his sole discretion.
- 16.13 The PUA may cancel the tender or advertise a new tender at his sole discretion, without providing any explanations to bidders or other parties and without prior notice.

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16.14 To dispel any doubt, the provision of consulting services, in whole or in part, shall be subject to the budget approved in accordance with the Budget Law for each relevant year.

16.15 The aforementioned shall not derogate from any right held by the PUA and/or the Tenders Committee in accordance with the Mandatory Tenders Law, 1993 or its regulations.

### **17. Submission of proposals**

17.1 The last date for submission of proposals is 28.11.13 at 16:00 Jerusalem time.

17.2 Any proposal received after the last date for submission of proposals shall not be considered and shall be promptly disqualified.

17.3 Proposals should be sent by E-mail to [rfp@pua.gov.il](mailto:rfp@pua.gov.il) in two messages:

- The first message must contain the bidder's written proposal together with all supplementary material relating to it, except for the attached bid form. **The proposal message must not contain any information regarding your fees or costs for the service.**

A copy of the contract in this request shall be attached to the proposal, signed with initials on each page and with a full signature on the last page.

The first message must be labeled "Tender No. 6/2013 for **Electricity Production Software Package**".

- The second message must contain only the bid form on Appendix A.

The second message must be labeled "Tender No. 6/2013 **Price quotation**".

The Tenders Committee recommends sending the proposal at least two hours before the final time for submission proposals in order to avoid any mishaps.

A representative of The Tenders Committee shall send confirmations to bidders who have sent their proposals by E-mail.

To dispel any doubt, any proposal received after the last date for submission of proposals shall not be considered and shall be promptly disqualified.

### **18. The validity of proposals**

18.1 Proposals shall be valid until the Tenders Committee has reached its decision.

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18.2 Notwithstanding the above, proposals that were not selected shall remain valid for 60 days after the termination of the tender procedure, in case the winning bidder withdraws his proposal or does not meet the requirements of his contract. Under these circumstances, the Tenders Committee may, but is not obligated to, select the next best proposal as the winner of the tender.

18.3 If, for any reason, the contract between the Authority and the winning bidder shall end prematurely, the Authority may, but is not obligated to, select in his stead the next bidder in line, provided that at the time of this decision the qualifications of the next bidder still meet the prerequisites to participate in the tender.

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## Appendix A

### Proposal Form

- I, the undersigned, I.D. no. \_\_\_\_\_, signatory on behalf of \_\_\_\_\_ (hereinafter: **“the Bidder”**), after carefully reading, examining and understanding the tender of the Public Utilities Authority – Electricity (hereinafter: **“the PUA”**) for the provision, implementation and maintenance of a production software (hereinafter: **“the Tender”**), hereby offer the PUA to provide the services specified in the Tender and all its supplements.
- I hereby affirm that the Bidder’s proposal and all its supplements are prepared in accordance with the guidelines specified in the Tender, and that the Bidder has received all the documents related to the Tender or that these documents were made available to him, and that Bidder has received every explanation regarding the proposal and the provision of the services involved.
- I hereby declare and confirm that if the Bidder’s proposal is accepted, the Bidder shall provide all his services in accordance with the terms of the Tender and its supplements and to the full satisfaction of the PUA, and according to the prices (not including VAT) set below.
- The Bidder’s proposal is irrevocable and infeasible and shall remain valid for a period of 60 days from the last date for submission of proposals.
- If the Bidder’s proposal is accepted, I undertake to meet all prerequisites to the signing of the contract by you, and that all additional documents and evidence necessary shall be delivered to you within 14 days from the date of your announcement.
- The rate offered by the Bidder shall be as specified below (not including VAT): **(25 points)**

	<b>Price</b>
A. A fixed fee for one user including an annual license, optimization software, installation, support and maintenance (Including software updates and installation of the full software version) <b>(12 points)</b>	
B. Price for additional license in the system simultaneously (two or more separate computer installations - once paid) <b>(2 points)</b>	
C. Price per hour software development <b>(7 points)</b> :	
C1. For 100 hours	
C2. Per hour	
D. Training – 56 hours of frontal training at the PUA offices in Israel <b>(4 points)</b>	

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- Names of regulatory bodies where the offered software was successfully installed by the Bidder:

Name of regulatory body	Contact information (E-mail address and phone number)

Signature: \_\_\_\_\_

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

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## Appendix B

### Technical specifications for a public inquiries system

Please indicate whether each close is fully supported or not by the offered system.

Short range operation simulation	Supported	Not supported
<b>Capability (6%)</b>		
Operation on a Microsoft Windows system and desktop computer platform		
Hourly chronological simulation - 8760 hour		
Simulation Over 500 + generators and over 500 interconnected buses and lines		
Economic dispatch considering minimum uptimes, downtimes, startup times, startup costs, fuel costs, fuel availability, heat rates, energy limitations, market availability of resources		
Model to include Monte Carlo Unit performance simulation with a distribution of time to failure, time to repair, partial outage time to failure, startup probability, startup failure repair times, maintenance outages, planned outages		
Simulate all optimized auxiliary services		
Maintenances schedule optimization simulations		
Capability for fuel constraint for each unit including take or pay, maximum and minimum flow and primary and secondary fuels for dual fuel units based on fuel types		
Simulate must run cogeneration plants		
Modeling for wind, solar, biomass, and other renewable resources. Modeling for Site-specific weather information to model site units operation		
Smart Grid technologies		
Effect of weather on gas turbine and combined cycle operation		

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Electricity flow on transmission and connecting hardware		
Calculate Electricity flow losses on transmission and connecting hardware		
<b>Performance and cost (6%)</b>		
All output reports on hourly and unit basis		
Input Heat Rate profile, fuel cost profile		
Input EFOR profile for partial operation of units		
Input performance as function of weather data		
Report Generation by type of fuel used		
Report short run marginal cost		
Report Fuel Consumption by Type of fuel and cost		
Report effluents by type and quantity		
<b>Renewable (6%)</b>		
Method of simulation, Dispatchable or must run		
Simulate performance as Dispatchable with EFOR		
Simulate performance by plant Input, radiation data and wind data		
Simulate performance of solar or wind by type of plant and radiation data		
Simulate effect of renewables on reliability and congestion		
<b>Reliability (6%)</b>		
In the Monte Carlo simulation: report unsupplied Energy generation, duration of unsupply marginal unit and marginal cost of unsupplied Energy		
Simulate Real-time system reliability criteria in the event of outages or load and resource fluctuations		
Chronological demand matching simulation: report LOLP and LOLE marginal unit and marginal cost of unsupplied Energy		
Option to specify different parameters for their reliability level		
Varying dispatch rules during different reliability situations and effluent restrictions		

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N-1 security analysis		
Simulation of extreme events: very severe weather or loss of supply of essential fuel		
Congestion of specific transmission lines		
<b>DSM and energy efficiency (6%)</b>		
Incorporate changes due to annual electricity use efficiency improvement in model load		
Incorporate demand reduction in certain hours. Demand reduction can have different frequency and duration		
Calculate associated cost as function of reduced rates to DSM participants		
Calculate associated incentives cost for efficiency measures		
<b>Constraints (6%)</b>		
Specify fuel constraints for individual or group of production units		
Maximum and minimum fuel flow rates (hourly, daily, monthly and annually)		
Take or Pay fuel flow rates		
Switch to secondary fuel with primary fuel constraint		
Specify emission constraints for individual or group of production units		
Option to specify "must run" operation of certain units		
Limit of operational capacity at elevated ambient temperatures at gas turbine sites		

### Simulation of Long range Capacity Expansion

This model pertains to a simulation of the future power plant capacity expansion for a planned period of up to 50 years. The aim is to receive a description of the optimal capacity expansion in the country of Israel each year of the planned period. The capacity expansion is dependent primarily on the load forecasts for the planned period, as well as the selection of adequate existing and future generation technology. The goal is an optimal investment for a reliable and sustainable electricity system in Israel.

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Traditionally, The IEC has made plans for new resources based on a need for energy. However, with impending changes in the market structure in Israel and significant increase in intermittent renewable resources it is crucial to also consider capacity needs in long term planning. The nature of intermittent resources and the ability to manage their fluctuating generation must be accounted for.

Simulation of Long range Capacity Expansion	Supported	Not supported
<b>Long range Simulation model (4%)</b>		
The transmission model is incorporated in the optimization scheme		
Ability for different "objective function" in the optimization model		
Ability to change or modify the definition of "objective function" in the optimization model		
The "Input load profile" handled by hourly chronological commitment or Load duration curve or both		
Simulate the dependencies between prices and changes in resource schedules		
The model incorporates operation constraints such as fuel ramp rate, minimum and maximum operating capacity, start-up, etc.		
<b>Demand data to model (4%)</b>		
The form of demand load profiles		
The form of renewable generation profiles		
The form DSM and energy efficiency resource profile		
<b>Supply resource (4%)</b>		
Options for Electricity generation plant technology		
Retrofit of existing units		
Built-in characteristics of generation technology		
Simulation of renewable by technology		
Annual deterioration of power plant performance over the years		
<b>Reliability criteria (4%)</b>		
Options for reserve margin criteria		
Option for major outage event		
Option for extreme weather events		
<b>Financial model (4%)</b>		
Cost Components of installation cost functions		
Cost Components of Auxiliary services		
Return on investment effect of taxes and incentives		
Fuel price changes		

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Cost of effluents		
Effect of effluent constraints on dispatch		
<b>Optimization Model</b>		
Describe the Type of optimization method: linear/non linear programming, discrete, mixed integer Programming, etc.		
Is the optimization model a known commercial package or developed in house? Is it integrated/embedded in the package? Can we switch to a different optimization method?		
<b>System (9%)</b>		
Computational method		
The Simulation platform: Standalone workstation, Windows XP, PUA server, etc.		
Software language of simulation architecture		
Integration with other software package		
Integration with the Internet		
Integration with third party software packages		

Initials of the service provider: \_\_\_\_\_



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### **Appendix C**

#### **Affirmation of meeting the objectives of the system**

I, the undersigned, I.D. no. \_\_\_\_\_, hereby affirm in writing the following:

I hereby declare that the software offered by me meets the system specifications specified in close 7.1 of the tender documents.

\_\_\_\_\_  
Declarant signature

\_\_\_\_\_  
Date

#### **Confirmation**

I, the undersigned, \_\_\_\_\_, solicitor (license no. \_\_\_\_\_), of \_\_\_\_\_, hereby confirm that on \_\_\_\_\_ of \_\_\_\_\_, in the year \_\_\_\_\_, Mr. / Mrs. \_\_\_\_\_ who identified himself /herself with I.D. no. \_\_\_\_\_ / who is personally familiar to me, presented himself / herself in my offices and after being warned by me that he / she must declare the truth or otherwise be liable to the punishments subscribed by law, confirmed the truthfulness of his declaration and signed it in my presence.

\_\_\_\_\_, solicitor

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**Agreement**

Made and signed in Jerusalem on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Between:

**The Public Utilities Authority – Electricity (PUA)**

1 Hasoreg St., Jerusalem 91012

Tel: 02-6217111; fax: 02-6217122

Represented by the Chairperson of PUA and Comptroller of PUA

(Hereinafter: "**the PUA**")

On the one hand

And:

\_\_\_\_\_  
(Company name + address + License no. (Licensed Dealer / Corporation Registration, as the case may be)

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

On the other hand

WHEREAS the PUA desires the provision of supply, implementation and maintenance of an **Electricity Production Software Package**, under the stipulations of the Tender published by the PUA, which constitutes an inseparable part of this contract (hereinafter: "**the Request**"). The Request is attached hereto as Appendix A;

WHEREAS the Supplier has submitted his proposal pursuant to the Request (hereinafter: "**the Proposal**"), attached hereto as Appendix B;

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WHEREAS subject to his signing this agreement and the fulfillment of all other requirements specified in the Request documents, the PUA's Tenders Committee has selected the Supplier's Proposal.

IT IS THEREFORE AGREED AND STIPULATED BY AND BETWEEN THE PARTIES AS FOLLOWS:

## 1. Interpretation and Appendices

The preamble to this agreement and its appendices constitute an inseparable part of the agreement.

1.1. This contract shall replace any prior agreements, arrangements and practices that existed between the Employer and the Employee.

1.2. Terms appearing in this agreement and in the Supplier's Proposal shall be interpreted within the meaning assigned to such terms in this agreement, and in the event of any discrepancy between the Supplier's Proposal and this agreement, the provisions of this agreement shall apply.

1.3. This agreement shall be interpreted in accordance with the express and implied requirements of the requested services.

1.4. The section headings of this agreement are used solely for the sake of convenience, and are not to be used for the interpretation of the terms of the agreement.

## 2. Definitions

2.1. In this agreement, the following terms shall have the meaning appearing opposite them:

2.2.

### **"Team Members"**

Any person on behalf of the Supplier, employed for the purpose of providing the services.

### **"Information"**

Any information, know-how, knowledge, document, correspondence, plan, data, model, opinion, conclusion or anything else related to and/or concerning the provision of the services, whether written or oral and/or in any other form or manner of saving knowledge electrically and/or electronically and/or optically and/or magnetically and/or otherwise, related to or concerning the provision

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of the services, which is not in the public domain.

**"Professional Secrets"**

Any Information that shall be obtained by the Supplier or the Employee in connection with the provision of the services, whether received during the provision of the services or thereafter, including, without derogating from the aforesaid, information provided by the PUA and/or any other person and/or any person acting on its behalf.

**"Employee"**

Any of the Supplier's employees, who take part in providing the services on behalf of the Supplier.

**3. Provision of Services**

- 3.1. This agreement is for the period of installation followed by 5 years of maintenance, in accordance with the terms of this tender (hereinafter: **"the Initial Contract Period"**).
- 3.2. The PUA shall have a unilateral and exclusive option, with a written advance notice, to extend the duration of the contract beyond the Initial Contract Period for an additional period to be determined by him, under the same terms as the terms of this contract, for no more than 7 years.
- 3.3. Changes of license price in subsequent years shall not exceed cost of living adjustments to the first year license price.
- 3.4. The PUA may terminate the contract by submitting a written notice 30 days in advance, for any reason whatsoever and at its sole discretion.

**4. Declarations of the Supplier**

The Supplier hereby declares that:

- 4.1. He shall provide the services to the satisfaction of the PUA, in accordance with the stipulations of the contract documents, in accordance with its proposal and the accompanying details, that he is aware that the services require a high standard of skill and professionalism, and he is solely responsible for the standard and content of the services.
- 4.2. He has received a detailed explanation of the requirements of the PUA, for the fulfillment of which his services were procured, and is capable of meeting them and intends to do so.
- 4.3. He has experience in providing such services and is capable of meeting his obligations under this agreement.

Initials of the service provider: \_\_\_\_\_



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- 4.4. He has read all of the terms and requirements of the contract, understood them, and undertakes to provide the services and any part thereof in accordance with the terms and requirements specified in the contract documents, accurately, efficiently, expertly and skillfully, to the satisfaction of the PUA and by the dates required by the PUA, and all subject to the provisions of this agreement.
- 4.5. All of the details given to the PUA in his proposal, including details of the PUA's representative, the Information he possesses and his ability to perform the services are complete and correct.
- 4.6. He has at his disposal, at all times, all of the equipment and means required for the provision of the services under this agreement.
- 4.7. He shall cooperate with the PUA in all matters concerning the fulfillment of his obligations under the provisions of this agreement, and shall place himself at the disposal of the PUA regularly and with a high level of availability, according to the needs of the PUA, as required by the PUA or any person on its behalf.
- 4.8. He shall provide the services to the PUA through the representative of the PUA, and shall not provide the services through any other employer on its behalf in respect to which no prior written approval had been received.
- 4.9. He shall immediately notify the PUA, in writing, orally and by fax, within 48 hours at the latest, of any change in his legal status and/or of any event in which he is incapable of providing the services and/or of any likely possibility of not being able to meet his obligations under this agreement, in whole or in part, for any reason whatsoever, and/or any other matter which may affect the provision of the services.
- 4.10. He shall provide the services in their entirety, meeting the timetable and in accordance with the stages of the provision of the services specified in the Request / Proposal and in the annual work plan, and in accordance with the monthly schedules or milestones, and as instructed in writing regarding any matter by the PUA, in coordination with the Supplier, as the case may be.
- 4.11. He undertakes to report the progress of his work and every stage of the provision of the services to the PUA. Furthermore, he shall not proceed to any of the stages of the provision of the services without the PUA's prior written approval.

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4.12. No instruction in respect to the provision of the services, or expense made under this agreement, shall be valid for the purpose of this agreement unless it has been approved, in writing, by the PUA.

4.13. He shall attach to this agreement the declarations and undertakings of the Employees who will take part in the provision of the services regarding the absence of conflicts of interests and maintaining confidentiality, attached to this agreement.

## 5. Confidentiality

5.1. The Supplier hereby declares that he is aware that any Information received during the provision of services by himself, any person acting on his behalf or the Team Members, is of special sensitivity, and shall not be disclosed to any person who is not a member of the professional team providing the services on his behalf or one of the representatives of the PUA. The Supplier declares that he is aware that any disclosure of such Information may cause substantial damage to the PUA, on various levels.

5.2. The Supplier declares that he is aware that any Information received by him or the Team Members and/or the Employee during the provision of the services shall be considered a Professional Secret.

5.3. The Supplier undertakes to keep the Information and/or the Professional Secrets absolutely confidential, and not to use them in any way. For the avoidance of doubt, and without derogating from the generality of the above, the Supplier undertakes not to publish, disclose, inform of, deliver or bring to the knowledge of any person the Information and/or the Professional Secrets.

5.4. The Supplier shall not, during the Term of the Contract or thereafter, disclose to any person to whom it is related or with whom it is associated for the purpose of the provision of the services, any Information whatsoever concerning the services, unless it received the PUA's prior written approval for such disclosure, and on the conditions stipulated by it.

5.5. The Supplier undertakes to ensure that Team Members taking part in the provision of the services and/or any Employee providing the services, shall sign a Non Disclosure Agreement in the format attached to this agreement. Such signature by such Team Member or Employee shall constitute a condition for the provision of the services by them. The aforementioned Non Disclosure Agreement is attached and marked Appendix C to this agreement, and constitutes an inseparable part thereof.

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5.6. The Supplier declares that he is aware that failure to fulfill his obligations under these sections is an offense under chapter G (National Security, Foreign Relations and Official Secrets) of the Penal Law, 1977.

5.7. The provisions of this section shall not apply to Information:

5.7.1. Which was independently obtained by the supplier, except through any illegal act committed by him;

5.7.2. That has been exposed pursuant to the lawful requirement of an authority under law or the disclosure of which is mandatory under law.

## 6. Conflicts of Interests

6.1. The Supplier declares and confirms that to the best of his knowledge he does not, as of the date of the contract, and shall not, during the Term of the Contract between the parties, have any conflict of interests of any kind, and/or business or other relationships in connection with the provision of the services.

6.2. Without derogating from the generality of the above, the Supplier shall inform the PUA or its representatives in advance, of any intent on his part or on the part of any of his Employees to enter into contract with any person as stipulated in this section, and to act in accordance with its instructions in respect to this matter. The PUA may refrain from granting approval for such contract to the Supplier, or give other instruction to ensure the absence of conflicts of interests, and the supplier shall act in accordance with such instructions.

6.3. It is hereby clarified, that the Supplier undertakes to ensure that any Team Members engaged in the provision of the services on his behalf who take part in the provision of the services, and/or any Employee who is to provide the services, shall sign an undertaking to ensure the absence of conflicts of interests including the Supplier's undertaking as aforesaid in section 6.1. Such signature by Team Members who take part in the provision of the services and/or of Employees as aforesaid shall constitute a condition for the provision of the services by them. The said undertaking concerning absence of conflicts of interests is attached and marked Appendix D to this agreement, and constitutes an inseparable part thereof.

6.4. The Supplier shall immediately inform the PUA or its representatives about any circumstance or situation due to which he, and/or any person acting on his behalf, may be enter into a

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situation of conflict of interests, immediately upon becoming aware of such circumstance or situation.

6.5. If, in the opinion of the PUA, any person on behalf of the Supplier is in a situation involving or that may involve a conflict of interests on his part, the PUA may instruct that the Supplier's work be ceased and the contact with it be terminated, solely for this reason.

## 7. Ownership

7.1. The PUA is the sole owner of the Information.

7.2. At the conclusion of the provision of the services, the Supplier shall deliver to the PUA all of the Information in his possession.

## 8. Indemnification

8.1. The Supplier undertakes to pay any amount that PUA shall be charged with in connection with the provision of the services if committed by the Supplier and/or any of its Employees, and also to pay for any damages and/or expenses consequently incurred by the PUA.

8.2. The Supplier undertakes to indemnify the PUA for any amount paid by the PUA or that it may pay, due to acts and/or omissions of the Supplier related to this agreement, including payment to subcontractors, interest and other expenses involved in the forgoing.

8.3. Notwithstanding the provisions of this agreement, the Supplier undertakes to indemnify the PUA for any amount that the PUA shall be required to pay if it is determined that an employer-employee relationship exists between the PUA and any of the Supplier's Employees.

## 9. Offsetting and Lien

9.1. The PUA may offset and/or retain payments due to the Supplier or any part thereof, against amounts due to the PUA from the Supplier or in any event of damage caused to the PUA by the Supplier and/or any of his Employees.

## 10. Remedies

10.1. If, for any reason, the Supplier fails to meet any of his obligations under this agreement, the PUA may, at its sole and absolute discretion, immediately terminate the provision of the services and perform the services itself and/or through other parties, all at

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the expense of the Supplier and without derogating from the right of the PUA to compensation and indemnification, and other rights available to the PUA under this agreement and under the law.

10.2. In addition, the PUA shall be entitled to remedies in any event in which the Supplier fails to meet his obligations under this agreement or under the Request document, for any reason whatsoever, and it shall be entitled to any relief and legal remedy under the Contract Law (Remedies for Breach of Contract), 1970, and under the law.

10.3. Without derogating from the generality of the above, it is agreed between the parties that the right to remedies shall include:

10.3.1. The right to deduct from the consideration due to the Supplier an amount equivalent to the damages caused as a consequence of the services.

10.3.2. The right of the PUA to cancel this agreement, to immediately terminate the provision of the services by the Supplier and to perform the services itself and/or through other parties.

10.3.3. The remedies granted to the PUA are aggregate remedies, and nothing in this agreement shall deny the right of the PUA to offset, compensation, indemnification or any other additional relief by virtue of law and agreement.

## **11. Liability**

11.1. The Supplier shall be exclusively and solely liable for any damages and/or loss caused due to and/or in consequence of the provision of the services to the PUA and/or property and/or any third party, including damage and loss caused by the Team Members and/or any person acting on behalf of the Supplier or authorized by him, all due to an act or omission of the Supplier or any person acting on his behalf, involving any one of the following:

11.1.1. Breach of a statutory duty, specifically concerning confidentiality obligations or a violation of instructions given to the Supplier or any person on his behalf and/or any of the Team Members and/or any of his Employees by the PUA or any of its employees;

11.1.2. An act performed otherwise than in good faith and in the accepted manner;

11.1.3. An act performed negligently.

11.2. The Supplier shall be solely and exclusively liable for any tort claim made on behalf of Team Members, its Employees and/or any person acting on their behalf.

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11.3. The PUA, its employees and any person acting on its behalf shall not be liable for any payment, expense, loss or damage of any kind caused to the Supplier and/or its Team Members and/or Employees and/or any person acting on its behalf.

## 12. Observance of the Provisions of Law

12.1. The Supplier undertakes to observe the provisions of any applicable laws in connection with the fulfillment of the agreement and the provision of the services pursuant thereto.

12.2. The Supplier declared that the exclusive and absolute liability for any claim and/or demand in respect to any lack of observance of laws on his part shall apply solely to him, and that he hereby releases the PUA from any such claim and/or demand, whether the violation of a provision of the law was committed by him or by any Employee or other person acting on his behalf.

## 13. Prohibition on Assignment and/or Transfer of the Provision of Services to another Person

The Supplier may not assign this agreement, in whole or in part, or transfer or assign any right or obligation derived from this agreement to another person, unless he has received the PUA's prior written consent for the foregoing. Where the PUA's consent was given as aforesaid, nothing in such consent shall release the Supplier from any obligation, liability or duty under law and agreement.

## 14. Waiver

No waiver, indulgence, abstention from an act or extension of the PUA shall be deemed as a waiver by the PUA under this agreement or serve to prevent any claim on its part, unless such waiver was made explicitly and in writing.

## 15. Consideration

15.1. The Supplier shall be entitled to receive from the PUA, in accordance with the consideration specified in the Supplier's proposal, which shall be the full, final and established consideration due to the Supplier (hereinafter: "**the Consideration**").

15.2. It should be clarified, that the total Consideration shall not exceed \_\_\_\_\_ USD. The consideration shall be paid in three installments: the first installment shall be paid

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with the full and successful installation at the PUA of the required stations (40%); the second installment shall be paid after the approval of the system by the PUA (30%); the third installment shall be paid after the training and final implementation stage at the PUA (30%).

- 15.3. It should be clarified, that with the exception of the payment of the Consideration, the Supplier shall not be entitled to any additional payment or other benefit for the provision of the services, including expenses such as telephone charges, mail, photocopies, printing, fax, board and lodging, flight expenses, etc.
- 15.4. No Consideration shall be paid to the Supplier unless the services were actually provided to the full satisfaction of the PUA.
- 15.5. The Supplier shall not be entitled to any Consideration for services provided by a Team Member or Employee on behalf of the Supplier who did not sign the Non Disclosure Agreement and the undertaking concerning the absence of conflicts of interests, attached hereto.
- 15.6. The Supplier shall not be entitled to any Consideration for services provided by an Employee or a Team Member who did not receive the approval of the PUA for the purpose of the provision of the services in accordance with the provisions of the Request and this agreement.
- 15.7. The Consideration shall be paid to the Supplier on the "government payment dates" [between the 15th and 24th of each month, including the first and last of the said dates – the translator], within 24 to 45 days from the receipt of a lawful tax invoice from the Supplier, subject to the confirmation of the representative of the PUA that the services were provided to the full satisfaction of the representative of the PUA. The number of credit days shall be determined according to the date of the submission of the invoice by the winning bidder in each month, as follows:
- 15.7.1. Invoices submitted to the PUA during the first half of each month (1 to 15 of each month) shall be paid at the beginning of the "government payment dates" of the following month, that is, on the first business day following the 15th of the following month. In such case, the number of credit days shall be 30 to 45 days from the date of the submission of the invoice to the PUA.
- 15.7.2. Invoices submitted to the PUA between the 16th and 24th of each month (including the first and last days) shall be paid between the 16th and 24th of the following

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month. In such case, the number of credit days shall be exactly 30 days from the date of the submission of the invoice to the PUA.

15.7.3. Invoices submitted to the PUA between the 25th and 31st of each month (including the first and last days) shall be paid on the 24th of the following month. In such case, the number of credit days shall be approximately 24 to 29 credit days.

15.8. In order to avoid delays to the approval of the invoice, and in consequence thereof, to the payment, the Supplier shall ensure that each invoice submitted to the PUA is printed and shall include all of the required details and data as agreed with the representative of the PUA.

15.9. The Supplier shall have no demands or claims against the PUA due to delays to the payment derived from its omissions, such as: lack of details in the invoice, incorrect details, a deficiency in the documents, the late submission of accounts, invoices and documents, etc.

15.10. The stipulations in regard to the payment of the consideration specified above are subject to the directives of the Accountant General at the Ministry of Finance, as published from time to time.

## 16. Miscellaneous

16.1. This agreement shall nullify and cancel any previous contracts, agreements, relationships and negotiations that may exist between the PUA on the one hand and the Supplier or any of his Employees on the other hand.

16.2. The PUA undertakes to meet all of the demands of the security officer of the office or offices where any work is carried out, under the provision of the services.

16.3. Sections 5 through 8, 11, 12, 16 and 18 shall remain in effect after the end of the Term of the Contract.

16.4. No change in the terms of this agreement shall have any effect unless made with the written consent of the parties.

16.5. The exclusive jurisdiction in all matters concerning this agreement is accorded to the court of jurisdiction in Jerusalem.

16.6. The addresses of the parties are as specified in the preamble to this agreement.

16.7. Any notice sent by one party to the other shall be considered as received after 72 hours from the date of its posting by mail.

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16.8. The representatives of the government signing this contract hereby declare that the expenses and authorizations to enter into binding commitments entailed in the fulfillment of this contract shall be budgeted for in the Annual Budget Law for the budget year.

AND IN WITNESS WHEREOF THE PARTIES HAVE SIGNED

\_\_\_\_\_  
The PUA

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

Initials of the service provider: \_\_\_\_\_



## Appendix C to the Agreement

### Non Disclosure Agreement

Made and signed on \_\_\_\_\_, \_\_\_\_\_ of the year \_\_\_\_\_

By

\_\_\_\_\_  
I.D. no. \_\_\_\_\_

Of \_\_\_\_\_ St.

WHEREAS the Public Utilities Authority ("The PUA") receives the services as defined herein;

WHEREAS I am employed in connection with the provision of the services;

WHEREAS I may be exposed to professional secrets which the State of Israel wishes to protect.

**Therefore, I hereby undertake to the State of Israel as follows:**

#### 1. Definitions

In this undertaking, the following terms shall have the meaning appearing opposite them:

<b>"The Services"</b>	Supply, implementation and maintenance of an Electricity Production Software Package, under the stipulations of the Tender published by the PUA
<b>"Information"</b>	Any information, know-how, knowledge, document, correspondence, plan, data, model, opinion, conclusion or anything else related to and/or concerning the provision of the services, whether written or oral and/or in any other form or manner of saving knowledge electrically and/or electronically and/or optically and/or magnetically and/or otherwise, related to or concerning the provision of the services, which is not in the public domain.

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**"Professional Secrets"**

Any Information that shall be obtained by the Supplier or the Employee in connection with the provision of the services, whether received during the provision of the services or thereafter, including, without derogating from the aforesaid, information provided by the PUA and/or any other person and/or any person acting on its behalf.

**2. Maintaining Confidentiality**

I hereby undertake to keep the Information and/or Professional Secrets absolutely confidential and to use them solely for the purpose of the provision of services. For the avoidance of doubt, and without derogating from the generality of the above, I hereby undertake not to publish, deliver, inform, disclose or bring to the knowledge of any person the Information and/or the Professional Secrets. I hereby declare that I am aware that failure to fulfill its obligations constitutes an offense under chapter G (National Security, Foreign Relations and Official Secrets) of the Penal Law, 1977.

**And in witness whereof I have signed:**

\_\_\_\_\_

Initials of the service provider: \_\_\_\_\_





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ventures in the field of the Israeli gas sector and/or any "Other Interest" due to which the provider of the services may be in a situation of a conflict of interests, during the Term of the Contract and for a period of six month after the termination of the validity of this agreement, directly or indirectly, whether through the Provider of the services and/or through others, including through a corporation controlled by the provider of the services, without receiving the prior written consent of the Chairperson of the Public Utilities Authority (PUA) for the foregoing. "Other Interest" shall include my interest, the interest of a member of my family or of a body of which myself or a member of my family are members, manager or senior employee, or a body in which myself or a member of my family hold any shares, rights to share in profits, right to appoint a director or voting rights, as well as the interest of a PUA who myself or my employer/partner/employee who works with me or under my supervision represent/consult/ audit (hereinafter: "**Other Interest**").

4. The foregoing shall includes a declaration that I am aware of no existing conflict of interests, or a conflict of interests that I may be in, between the fulfillment of my duties or work in which I am engaged under the provision of the services to PUA and any Other Interest or an interest of a member of my family or of a body of which myself or a member of my family are members.
5. I hereby declare that I am aware that any use of information not in accordance with this letter of undertaking, including its disclosure to another person, constitutes an offense under the Penal Law, 1977, and under the Protection of Privacy Law, 1981.
6. This undertaking shall not be construed as creating a personal relationship of any kind whatsoever between the PUA and myself.

**And in witness whereof I have signed:**

\_\_\_\_\_

Initials of the service provider: \_\_\_\_\_