

Date: August 03th, 2021

Dear Sir/Madam,

Re : Tender No. 40005163 for the Purchase of
Watercraft, Engines and Spare Parts

ARTICLE 1 – GENERAL

1. You are hereby invited by the Israel Ministry of Defense (IMOD) to submit your Bids for the purchase of **Watercraft, Engines and Spare Parts** from one or more of the Seven groups, hereinafter referred to as: "the Deliverables"). The Deliverables are listed in **Annex A**, the specific data of the Deliverables is detailed in **Annex B**.
2. It is hereby clarified that each group of the Deliverables shall be sold to one Awardee only.
3. Each Deliverable group must be purchased as a whole.
4. The Bids should be submitted in US Dollars (US\$) only, for each Group of Deliverables, separately, that the Bidder wishes to purchase, according to the form of the Bid attached as **Annex A**.
It is forbidden to Bid for part of a Deliverables group. However the Bidder may submit Bid for several Groups of Deliverables.
5. The Bid for every group should include also the respective End Use and End user for every item within the group.
6. It is hereby clarified that the Deliverables as per **Annexes A and B** shall be delivered to the Awardee in "AS IS WHERE IS" condition at naval bases, as detailed in **Annexes A and B**.
7. The Bidder and/or the Awardee, respectively, hereby declare that he is aware to the fact that the Deliverables as per **Annex B**, shall be delivered to the Awardee with no guarantee regarding their technical or other condition and/or technical data and/or any other

documentation. It is emphasized that no warranty to the Deliverables or any obligations or commitments relating to their quality are being given by IMOD to the Bidder and/or Awardee, and the Bidder and/or Awardee shall have no claims whatsoever against the IMOD and any third party on its behalf, regarding the Deliverables, their conditions and/or their description.

8. It is hereby clarified that the Terms and Conditions of this Tender shall serve as the Sale Contract between the Awardee and the IMOD after selecting the Winning Bid for each group of Deliverables. Notwithstanding the mentioned above, IMOD shall have the sole discretion whether to sign a separate Contract with the Awardee or to use the Terms and Conditions of this Tender to serve as the Sale Contract.

9. The Bidder's attention is drawn to the fact that any alteration, change, variation, condition or reservation to the Terms and Conditions of this Tender shall lead to immediate disqualification of his Bid from participating in this Tender.

10. The Deliverables shall be delivered to the Awardee by IMOD after and subject to obtaining Re Export Approvals from the respective US Authorities for the sale of the Deliverables to the Awardee, as detailed in this Tender, and according to the US legislations.

The Bidder is allowed to inspect the Deliverables as a part of Bidders' Tours, at :

10.1. **Group 7: "Tsir'a" – 231** at Ashdod Naval base on

3/10/2021, at 10:00

10.2. **Group 2-5: Engines and Spare Parts** at Tirat Ha Carmel

Naval base on 4/10/21 & 6/10/21, at 10:00

10.3. **Group 6: "Tsir'a" – 234** at Hifa Naval base on

5/5/2020, at 10:00

10.4. Group 1: "Dvora" - (FPB) 860 + 861 at Eilat Naval base

on 7/10/21 & 11/10/21, at 11:00

11. IMOD, at its sole discretion, may schedule additional Bidders' Tour. A Bidder who is interested to participate in the Bidders' Tours should submit to the Tender Manager the following details: full name, Passport copies (Foreign Bidders) / I.D copies (Israeli Citizens), and duly signed Indemnification Form as per **Annex F** and any other forms (including health insurance covering COVID 19 related issues) in accordance with the Ministry of Health instructions. Israeli Citizens should submit to the Tender Manager their details no later than two working days before the respective Tour, at 12:00 AM (prior to the Bidders Tour). In addition, foreign bidders will have to provide written proof that their covers COVID 19 related issues. Those details shall be submitted by the Bidder to the email **Zahi_presman@mod.gov.il**, no later than two weeks before the respective Tour, at 12:00 AM (prior to the Bidders Tour). IMOD reserves the right, at its full discretion, not to allow the participation of potential Bidders, or representatives of the Bidders, who are not allowed to enter IMOD's facilities due to security or other constraints.
12. It is hereby clarified that the IMOD reserves the right to amend and/or change details or clauses of this Tender or its Annexes or, alternately, to cancel this Tender entirely, up to 24 hours prior to the date scheduled for opening the Bid's envelopes. Such amendment/ change/ cancellation will be advertised on the "Tenders Board" at SIBAT/ Sales Division. It is the Bidder's sole responsibility to check if there is any amendment/ change/ cancellation for this Tender.

ARTICLE 2 DEFINITIONS

For this Tender the following terms have the meaning hereafter outlined:

"Item"	Each Watercraft or Spare Parts which is part of a group of Deliverables detailed in <u>Annex A</u> , in "As is Where Is" Condition, as detailed in <u>Annex B</u> , to be sold by IMOD to the Awardee according to this Tender.
"The Awardee"	The Bidder who complies with this Tender's prerequisites, and wins this Tender, by its Bid.
"The Bidder"	A legal entity or person who is participating in this Tender by submitting its Bid for the Deliverables according to the Terms and Conditions of this Tender.
"The IMOD"	The Israel Ministry of Defense, IMOD / SIBAT, Israel Navy and any other organ of the Israel Ministry of Defense.
"The Deliverables" or group of Deliverables"	The Watercraft, Engines & Spare Parts divided to groups as detailed in <u>Annex A</u> , in "As is Where Is" Condition, as detailed in <u>Annex B</u> , to be sold by IMOD to the Awardee according to this Tender.

List of Annexes

Annex A – The form of the Bid;

Annex B – Deliverables' Specifications;

Annex C – PM/RSAT Declaration (End Use/End User Certificate), SP83;

Annex D – The Bank Guarantee Form;

Annex E – Protocol of Delivery and Acceptance;

Annex F – Indemnification Form;

Annex G – Photograph of the Platforms;

Annex I – Options

ARTICLE 3 – PREREQUISITES FOR SUBMISSION OF BIDS

1. Bidders who are interested to participate in this Tender shall have to correspond to all the following accumulated prerequisites:
 - 1.1. Bank Guarantee, according to Article 4 Para.2. Any other form of Guarantee shall not be accepted by the IMOD and shall lead to disqualification of the Bid.
 - 1.2. Israeli Bidders (citizen/corporation) should be registered as exporters at the Israel Defense Control Export Agency for military Watercraft and Spare Parts transactions respectively. This requirement does not apply to foreign Bidders (who can bid without registration. In any case the winning bid will require Re-Export Approval and Export License)

ARTICLE 4 .– BID'S SUBMISSION

1. The Bid for purchasing the group of Deliverables (one or more) as per **Annex A** according to the terms of this Tender should be submitted to the respective tender box, no later than November 16th

2021, 10:00 AM, at the office of Sibat/Sales Division, Shura Base, Moshav Mzliah (מחנה שורה, רבנות ראשית, ליד מושב מצליח), Israel (Tender Box Open hours: every day between 8:00 AM to 17:30 PM). The Bid should be submitted only in a well-sealed envelope and should bear the address above-mentioned and the Tender's No, only. No other marks or signs may appear on the envelope.

2. The Bid shall be accompanied by a Bank Guarantee drawn by an Israeli Bank located in Israel only (no foreign Bank Guarantee and no Bank Guarantee from a foreign branch of an Israeli Bank shall be accepted) in favor of the IMOD, and rated for 10% of the Bid's proposed price (hereinafter referred to as: "the Guarantee"). The Guarantee must be quoted in U.S Dollars only, and valid until the date of November 16th, 2022.
3. The required format of the Bank Guarantee is attached as per **Annex D**. The Guarantee shall serve as a security for the duly performance of the Awardee's obligations according this Tender.
4. The Guarantee of a Bidder whose Bid failed to win this Tender, shall be returned to him within 14 days. A Bidder who failed, for any reason to attach the Guarantee or which shall not fully correspond with **Annex D** or the Guarantee, shall be disqualified and the Bid shall not participate in this Tender.
5. The IMOD will determine the Awardee only according to the price proposed for each Group of Deliverables he bids for. The IMOD is not bound to accept neither the highest Bid nor any Bid for that matter, without being required to rationalize its decision. However IMOD's decision shall be detailed on the Tender's file.
6. The Bidder may change (subject to submission a revised Bank Guarantee) or cancel its Bid by submitting a respective note in the respective tender box, no later than November 16th 2021, 10:00 AM.
7. IMOD reserves its right to require at any time from any Bidder and or Awardee any additional detail and or information

including regarding qualification, experience, registration etc.

8. IMOD reserves its right to disqualify any Bidder and/or terminate any Agreement with any Awardee, at its sole discretion, including but not limited because of national security and of foreign affairs and/or any other defense consideration.

In such case the bidder and/or Awardee shall have no claim against IMOD whatsoever.

ARTICLE 5 - OPTIONS

In addition to the Deliverables IMOD shall be entitled, at its own discretion, to offer the winning bid additional naval systems as detailed in Annex I. the prices of the options will be negotiated separately between the IMOD and the Awardee. The terms and conditions of this bid will apply to these options mutatis mutandis.

ARTICLE 6 – TERMS OF PAYMENT

1. The Bid shall be submitted in US Dollar (US \$) only.
2. The following are the Terms of Payment for the Deliverables:
 - 2.1. 10% of the Bid amount shall be paid by the Awardee to IMOD, in US Dollar (US \$) only, No later than 14 days from the date the Awardee is informed that his Bid won one or more of the Deliverables and submitted a payment request by the IMOD.
 - 2.2. The balance of 90% of the Bid amount shall be made in U.S. Dollars prior to delivery of the Deliverables to the Awardee, after the Re Export Approval has been obtained by the IMOD from the U.S. Authorities, and within 7 days from the day IMOD submitted the Awardee a respective Invoice.

3. All payments shall be paid to IMOD by Telegraphic/bank Transfer to IMOD's bank account IMOD:

Corresponding Bank

BANK OF NY

SWIFT Codes: IRVTUS3N

48 WALL ST.NY

Bank in Israel

BANK OTSAR HA-HAYAL

LTD BANK 14

Code swift: FIRBILITXXX

Branch: 378

Account: 80210

IBAN: IL 330143780000000080210

Beneficiary Customer –M.O.D

4. Receipt of the full payment shall serve as an order to accept title to the Deliverables. Subject to execution of the payment, the risk of loss and damages to the Deliverables shall pass to the Awardee, upon their delivery, without recourse to the IMOD. As from the date of delivery, the IMOD shall bear no responsibility whatsoever for the Deliverables, as aforesaid.
5. All amounts payable to IMOD according to this Tender shall be effected in freely, transferable US\$, net, free of any withholding, income or other taxes, fees or deductions.
6. The Awardee shall bear all costs in connection to any taxes or levies that different authorities might impose on an Awardee in respect of a Sale Contract such as this, including payments involved in obtaining different licenses.

7. With the delivery of the Deliverables to the Awardee, a financial accounting will be made between IMOD and the Awardee, according to the actual amount of Deliverables, which delivered to the Awardee. It is hereby clarified that no accounting will be made regarding the condition/quality of the Deliverables.

ARTICLE 7 – DELIVERY, TRANSFER OF TITLE, AND RISK OF LOSS AND DAMAGES

1. The Deliverables purchased by the Awardee shall be delivered to the Awardee Ex-Works (“INCOTERMS 2021”) at the above mentioned bases, within 60 days from the day the payments above mentioned in Article 5 para.2.2 have been paid to the IMOD and the Re Export Approval has been obtained. The exact date of delivery and all other details relating to the actual delivery shall be coordinated between IMOD and the Awardee.
2. It is hereby clarified that 30 days from the date IMOD informed the Awardee of the delivery of the Deliverables, the IMOD shall not allow the Deliverables to remain at IMOD’s premises for any reason, whatsoever, including for any technical reason.
3. Internal and International Transportation of the Deliverables shall be at the Awardee’s sole responsibility and at his own expenses. The transportation shall be performed by the Awardee using appropriate means, authorized by the Israeli Law to transport the Deliverables.
4. Upon delivery of the Deliverables, the Awardee shall sign the Protocol of Delivery and Acceptance (**Annex E**).
5. Upon delivery of the Deliverables, the title of the Deliverables and the risk of loss and damages shall pass to the Awardee, without recourse to IMOD.

6. It is hereby clarified that there may be cases in which the IMOD will not be able to deliver the Deliverables, all or in part, to the Awardee, for various reasons, including Force Majeure or accidents or defense needs of the IMOD or shortage of equipment, etc. In such cases, the IMOD shall be entitled not to deliver the Deliverables without being considered as infringing this Tender. IMOD shall deduct the price of the undelivered Deliverables from the Awardee's Bid price, respectively. It is hereby agreed upon that the IMOD shall exclusively determine if a reason as above mentioned, constitutes prevention from delivering the Deliverables, in whole or in part.
7. The Bidder and/or the Awardee, respectively, hereby declares that he shall have no claims whatsoever against the IMOD regarding the technical condition or the data or documentation of the Deliverables. The Bidder/Awardee, hereby declares that he is aware to the fact that the Deliverables shall be sold in an "AS IS WHERE IS" condition with no guarantee regarding their technical condition, technical documentation or data. It is specifically emphasized that no warranty to the Deliverables or any obligation or commitment to their quality or information relating to them is being given by IMOD to the Bidder and/or the Awardee. IMOD shall not submit any licenses concerning the technical conditions of the Deliverables or the data provided. The Awardee shall have neither allegation nor claims for the aforesaid in this clause, which is a fundamental condition of the terms of this Tender.
8. Any activities to be performed by the Awardee within IMOD/IAF premises are to be approved by IMOD in advance. Such activities shall be performed by the Awardee on its own responsibility and expenses. The Awardee is responsible to insure all activities to be performed at IMOD/IAF premises. The Awardee hereby states that these activities, if shall be done, shall be performed by an Israeli entity subject to IMOD's approval in advance.

ARTICLE 8 – LICENSES AND TAXES

1. The Awardee hereby declares that he is purchasing the Deliverables for the End User to be specified in **Annex C**.
2. The Awardee shall, at its sole expense and responsibility, deal with all of the formalities and procure all licenses and permits which may be required by any law for the Deliverables, their purchase, delivery, transfer, selling thereof, Export License, Import License for the Deliverables to the country to which the Deliverables would be exported to, etc.
3. The Bidders are aware to the fact that the Deliverables are of U.S. origin and that a U.S. Re-Export Approval shall be required for the purpose of their sale to the Awardee. IMOD shall deal with all the formalities to obtain the U.S. Re-Export Approval for the purpose of selling the Deliverables to the Awardee subject to submitting the End Use /End User (**Annex C**), by the Awardee, as detailed hereinafter.
4. The Awardee shall submit to the IMOD a corresponding original End Use / End User Certificate (**Annex C**), duly signed, within 30 days from the day the Awardee was informed of his winning.
5. In case the Awardee fails to submit the EUC as aforesaid, the IMOD shall cancel his winning Bid and shall foreclose the Guarantee submitted by the Awardee.
6. If the IMOD fails to obtain an U.S. Re-Export Approval for the Deliverables within 180 days from the day the respective documents are submitted to the US Authorities, the Awardee's winning Bid shall be cancelled and the Down payment and the Guarantee shall be returned to him. If such case occurs, the Awardee shall have no claims against the IMOD regarding such failure in obtaining the U.S. Re-Export Approval.
7. Notwithstanding the mentioned above, the Parties may agree to extend the period of time mentioned above, in order to enable obtaining the U.S Re – Export Approval.

ARTICLE 9 – INDEMNIFICATION

1. The IMOD shall not be held liable for damages, ruin or loss of any kind caused, or likely to be caused directly or indirectly, to the body and/or property of any Participant in this Tender for the sake of submitting his Bid, or to the Bidder or to the Awardee, for any circumstances, to their employees, to their representatives and/or to any third party of any kind relating to participation in the Bid prior to submitting the Bid, upon submitting the Bid and/or thereafter and/or upon purchase of the Deliverables and their delivery, and the responsibility regarding all of the aforesaid will be borne solely by the Bidder and/or the Awardee, according to the particular case, and by no means by the IMOD.
2. The Participant, the Bidder or the Awardee, each according to the particular case, undertakes herewith to compensate and/or indemnify the IMOD for the sake of any damages, loss or expense to be incurred or likely to be incurred by the IMOD in the event of legal actions of any kind against the IMOD by a Third Party of any kind, or against any one of its representatives, or against anyone operating on his behalf with relation to that stated in this Tender. For each sum that the IMOD will pay or will be obliged to pay, whether according to this Tender or by any other procedures, the Awardee undertakes to compensate or indemnify the IMOD.
3. The Awardee states that it has obtained all needed insurances, if so required by any law, for purchasing, handling, selling and/or using the Deliverables and added the IMOD to the insurances as an additional beneficiary. The respective insurances policies will be presented to the IMOD, as per its request.
4. The Bidder's attention is drawn to the fact that, to the best of the IMOD knowledge, The Deliverables contain asbestos components. The Bidder and /or the Awardee states that it has obtained all needed licenses and legal and operational capacity, if so required by

any law, for purchasing, handling, selling and/or using the Deliverables. The Bidder and /or the Awardee shall have no recourse against IMOD for, and shall defend, indemnify and hold IMOD harmless against any and all claims of whatsoever kind for or in respect of any loss, liability, damage, expense, cost or bodily injury, (including death) of whatsoever kind and howsoever caused, which may, at any time, be suffered or incurred by the Bidder and /or the Awardee and/or IMOD and/or by any third party, directly or indirectly, by reason or consequences of or in connection with this Tender and purchase of the Deliverables, including but not limiting to the asbestos components as mentioned above.

ARTICLE 10 – SECRECY AND SECURITY

The Bidder/ Awardee undertakes not to divulge to any third party any information with regard to this Tender or anything contained herein, except to its employees, contractors and sub-contractors, only to the extent necessary for the performance of its obligations and undertakings. This Tender and any information, material, knowhow, and/or documentation supplied under this Tender, shall be treated and classified by the Parties as "unclassified".

ARTICLE 11 – FORCE MAJEURE

1. IMOD shall not be held responsible for any delay or failure in the performance of the obligations under this Tender, when the delay or failure arise from a cause which is beyond the control of IMOD or which arise without IMOD's fault or negligence and effects the execution of this Tender.
2. The cases referred to in Par.1 include, but are not limited to any one of the following: Acts of God, fortuitous cases, accidents, fire, war, explosions, inundations, violent phenomena, catastrophes, epidemics, pandemic , quarantine and meteorological conditions which

do not allow the execution of the delivery of the Deliverables.

3. IMOD shall inform the Awardee, within 30 days from the day such case occurs and the IMOD becomes aware of same, describing the antecedents on which he bases its claim and indicating the known effects of the case on the contract execution.
4. IMOD endeavor to minimize the delays and continue to carry out this Tender until the elimination of the cause of the delay.
5. Such failure or delay, to the extent that it retards performance, shall extend the time of delivery for as many days beyond the scheduled date therefore as is required to obtain removal of such causes and the effects thereof.

ARTICLE 12 – END USER CERTIFICATE

The Bidder/Awardee acknowledges and declares that he is purchasing the Deliverables for the End Use/End User as mentioned in **Annex C**.

ARTICLE 13 – MISCELLANEOUS

1. In case the Awardee does not pay the own payment or the balance at the dates agreed as stipulated above, IMOD shall be entitled, at its own discretion, to cancel the winning bid.
2. In case the Awardee breach one or more of its fundamental obligations under this Tender, and if following notice by the IMOD and 21 (twenty one) day time extension to cure the breach, the Awardee has not remedied the breach, the Awardee undertakes, notwithstanding any other of the IMOD's rights, to pay the IMOD, at its first demand, a fixed and agreed compensation for the sum of 10% of Awardee's Bid. The IMOD reserve the right to deduct this sum from any payment, or any other source, or to forfeit the Guarantee, at its preference.
3. Notwithstanding the mentioned above, in case the Awardee pays the Down payment or the whole price of the Deliverables he has purchased, but fails to remove the Deliverables, as agreed, the IMOD

shall be entitled to take the following measures, whether in whole or in part, as deemed fit by the IMOD, according to its sole discretion, and without derogating thereby from the rest of its rights according to the terms of the Tender or by law:

- 3.1. To sell the Deliverables for and on behalf of the Awardee to any other party, for any price deemed suitable by the IMOD, to collect and deduct from the received price all of the expenses incurred to the IMOD in connection with the sale, as well as any damage to which it is entitled according to the terms of this document or by any other law.
- 3.2. To charge the Awardee and to collect pre-estimated damages of 1% from the total price for the delay in removal of the Deliverables, in whole or in part, for each week or part of it and up to 10% from the total price. Payment of the above damages shall be performed prior to any actual delivery of the Deliverables (one or more) to the Awardee.
4. The IMOD shall be entitled to deduct any sum that should be paid by the Bidder/ Awardee, by any sum payable by the Bidder and/or the Awardee, whether according to this Tender or according to any other transaction.

To dispel all doubts, it is agreed herewith that the IMOD, for purposes of this clause, means the State of Israel, including any of its Governmental Units.

This clause holds as a notification of offset by any law.
5. The singular employed in these Terms and Conditions and in any of the other documents attached to this document is also plural in meaning, and vice versa.
6. In any event of contradiction between any of the general terms and any other provisions of the specific terms, including Annexes, the provisions of the specified terms have precedence over the general terms.

7. No waiver, abstention from action or granting of extension by the IMOD shall be construed as being a waiver of the IMOD's rights, unless the IMOD waives this explicitly and in writing.
8. No waiver of any right in respect of any occurrence or event on one occasion shall be deemed a waiver of such right in respect of such occurrence or event on any other occasion.
9. The Awardee shall not assign its obligations under this Tender to any third party without the prior written consent of IMOD, which consent will not be unreasonably withheld for any reason.
10. It is emphasized that this transaction is done between IMOD and the Awardee only, and no third party shall be assigned by the Awardee for this purpose.
11. The Israeli Law shall govern this Tender. Any Legal procedures shall be conducted in a respective Court of Law in Israel, if not resolved by negotiation between the Parties.
12. The Parties hereby agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) regarding this Tender.

13. Any queries should be addressed to the Tender Manager:
available by the email Zahi_presman@mod.gov.il or
Shlomo_horn@mod.gov.il.

In witness whereof I have hereunto set my hand:

Name of the Bidder/Company: _____

ID or Passport NO of the Bidder/Company's registration number:

Telephone of the Bidder/Company: _____

CORPORATION NO: _____

Fax of the Bidder: _____

Name of P.O.C. _____

Tel. of P.O.C. _____

Address of the Bidder: _____

E-mail of the Bidder: _____

Signature of Bidder/Company: _____

Stamp of Bidder/Company: _____

Date: _____

Annex A – Form Of Price Proposal (Awardee's Bids)

Group	Description	QTY	Remarks	Naval Base	End User/ Company	Price Proposal
1	"Dvora" - Fast patrol boat (FPB) 860 + 861	2	Log Book	Eilat		
2	Caterpillar Engines, Systems & Spare Parts	184		Tirat Ha Carmel		
3	Caterpillar Engines (No need for TPT)	3	No need for TPT			
4	GM Power Pack & Main Engine Turbine	24				
5	GM Diesel Engines 16V92TA	11				
6	"Tsir'a" – 234 Defender Class Boat 27 feet	1	Log Book		Hifa	
7	"Tsir'a" – 231 Defender Class Boat 27 feet	1	Log Book	Ashdod		

ANNEX B

Group 1:

2 "Dvora" - Fast patrol boat (FPB) 680 + 681

Main characteristics

- Primary purpose : High speed fast patrol boat
- Secondary purpose: Long endurance and long sea stay (72-96 HR).
- Operational sailing with radar navigation, observation and control system.
- Different Combat capabilities.
- Good sea keeping.
- Berths : 10-12 people

Dimensions

- Overall length 21.6 m
- Breadth 5.5 m
- Displacement 53 MT

Speed

Cruise speed 12 knots

Maximum speed 30 knots

Range @ cruise speed 700 miles

Endurance at sea

Liquids:

Diesel fuel 8000 liters (tank capacity)

Fresh water 1000 liters

Lube oil 240 liters

Supplies:

Fresh & refrigerated food storage spaces

Group 6-7:

3 "TSIR'A" 27 FEET- Defender Class Boat 231 + 234

Main Data:

Overall Length	9.5 m
Length at The Waterline	7.3 m
Overall Beam	2.6 m
Maximal Height Above The Waterline	2.7 m
Maximal Height on TRAILER	3.4 m
Maximal Height on TRAILER When The Radar Mast is Folded	2.7 m
Desined Maximal Draught (When Engine Orientation is Vertical)	98 cm
Boat's Permitted Weight at Maximal Draught (4 Crew Members, Full Fuel Tank, Full Cargo)	4.75 Tons
Maximal Cargo	4 crew members + 400 kg
Fuel Tank Capacity	Approximately 475 Liters (125 Galleons). The outer engines are powered by unleaded gasoline
Propulsion	<ul style="list-style-type: none">• Two (2) Outer Engine of Honda 225HP 4 Stroke.• Two (2) Propeller with four (4) Blades at diameter of 14" and pitch of 19".
Maximal Speed Without Cargo	40 Knots
Range At 35 Knots	150 Nautical miles
Maximal Environmental Conditions For Work	<u>Wind: 25Kn</u> <u>Sea State: 1.5 m</u>
Stability (Whole and Damaged) According to Standard	ABYC

Boat's TRAILER

The boat's Trailer was created by "E-Z Loader" and was adjust according to the boat. The Trailer was construct from Aluminum 4"x6" "I" profile beams. It has a three (3) pairs of wheels (3 wheels on each side). Here is a general view of the Trailer:

Group 2:

Caterpillar Engines, Systems & Spare Parts

INCN Israeli Navy Catalogue Number	Description	MPN Manufacturer Part Number	Qty (new) Not used	Qty used
18-51-5042-9	GOVERNOR GP-UNIT INJECTOR	109-4588	0	14
18-51-5062-3	PUMP, FRESH WATER (JACKET WATER)	100-4952	0	3
18-52-5031-8	PUMP GP-GOV & FUEL INJECTION	6I4275	1	0
18-53-0101-1	SHORT BASIC ENGINE FOR CAT 3126	OR9957	0	3
18-53-0619-4	CYLINDER HEAD AS C3208	7c3807	6	8
18-53-2040-5	PUMP GP-AUXILIARY-SEA C3208	7E4115	1	5
18-53-3500-3	TURBOCHARGER GROUP C3208	9Y7756	4	1
18-53-4450-9	7C8972 FUEL INJ. PUMP WITH GOVERNOR	7C8972	7	1
18-63-0039-4	torbo 3412	7C-2485	0	1
18-63-8779-1	cylinder block gp C3406	2021258	1	0
18-63-3016-1	PUMP GP.-FUEL TRANSFER-1W1695 C3306	1W1695	0	23
18-63-5014-6	CYLINDER HEAD GROUP C3406	7W-2203	2	1
18-63-5026-1	TURBOCHARGER C3406	1108463	6	1
18-63-5028-6	INJECTOR NOZZLE C3406	7W-7031	13	6
18-63-5063-4	SEA WATER PUMP C3406	3N4851	2	2
18-63-6052-4	CYLINDER HEAD GP C18	187-2112	2	1
18-63-6253-5	SEA WATER PUMP C18	207-7001	2	1
18-63-8475-1	PUMP GP-AUXILIARY SEA WATER C30	3228594	0	6
18-63-8766-1	PUMP GP-WATER C30	3520200	0	3
18-53-0100-1	SHORT BASIC ENGINE FOR CAT 3208	OR8519	3	0
18-63-8832-1	TURBOCHARGER GP C30	2877210	0	6
18-63-8833-1	TURBOCHARGER GP C30 ENGINE	2877210	0	9
18-63-8962-1	PUMP GP-UNIT INJECTOR HYD C30	201-4201	0	1
18-63-8970-0	INJECTOR GP-FUEL	2321167	0	24
18-63-9760-6	PUMP GP-AUXILIARY SEA WATER	170-6116	1	1
20-04-0451-3	DIESEL ENGINE CAT 3208 435 HP	3208-435HP+5085A-2.0	1	1
20-04-0457-2	CATERPILLAR C18	CATERPILLAR C18	1	0
20-04-0452-1	CATERPILLAR 3126 470HP FOR RIB BOAT	2337034	0	5
20-04-0455-6	DIESEL ENGINE CAT 3208 375 HP	3208TA-PA0812	2	2

Group 3:

Caterpillar Engines (No need for TPT)

INCN Israeli Navy Catalogue Number	Description	MPN Manufacturer Part Number	Qty (new) Not used	Qty used
20-04-0381-9	Caterpillar C32	C32 1550HP	0	1
20-04-0382-7	engine c7	CAT C7 455HP	2	0

Group 4:

GM Power Pack & Main Engine Turbine

INCN Israeli Navy Catalogue Number	Description	MPN Manufacturer Part Number	Qty (new) Not used	Qty used
18-28-0223-9	GM - POWER PACK ASSY,ENGINE-BLADE	9517596	1	10
18-28-0221-2	GM - POWER PACK ASSY,ENGINE-FORK	9517595	0	11
18-28-4601-5	GM – TURBO CHARGERWITH RATCHET CLUTCH- L.ENG	40108834	1	1

Group 5:

GM Diesel Engines DDC 16V92TA

INCN - Israeli Navy Catalogue Number	Description	MPN - Manufacturer Part Number	Qty used
20-04-0320-7	GM Diesel Engines	GM16V92TA	11

Engines No.:

15818*	15884*	15490*
15820*	15872*	15826*
15912*	15874*	15075*
	15877*	15488*

ANNEX C

STANDARD QUESTIONS FOR REQUESTS to U.S. for Authority to RETRANSFER Government-Origin Defense Articles

1. Who is the divesting government?
2. What commodity/equipment/service/technical data is to be transferred?
3. How did the divesting country originally acquire the defense article(s)?
4. When was/were the article(s) acquired by the divesting country?
5. What was the original acquisition value (necessary for congressional reporting)?
6. What is the current value, if applicable?
7. Why does that government wish to divest itself of the equipment?
8. Who is the proposed recipient?
9. Is this a temporary or permanent transfer to the proposed recipient?
10. What is the proposed recipient's planned end-use for the articles (please provide as much detail as possible)?
11. Does the proposed recipient currently possess this model of equipment?
12. Are there any intermediaries? If so, who? What is their role? Where are they located and what are the points of contact?
13. Will any net proceeds be realized from this sale, transfer, or disposal?
14. Is there a certain date requested for approval? If so, please indicate the date and provide the relevant details.
15. Please provide point of contact details for the divesting government, the proposed recipient, and any intermediaries.

REPLY to STANDARD QUESTIONS FOR REQUESTS to U.S. for Authority to RETRANSFER Government-Origin Defense Articles

ANNEX C

Retransfer of Defense Items – PM/RSAT
Company – Government Assurances Format

I Name, as an authorized representative of, Company, Location, the proposed recipient of Defense Items to be temporarily transferred from the Government of Israel to Company, Location for temporary transfer purposes (repair, etc...) for the Government of Israel and ultimately, for the Government of End-User Country hereby provide on behalf of Company, Location assurances to the United States Government that:

Company, Location shall not, unless the prior written consent of the Government of the United States has first been obtained:

1. Transfer said defense articles or any component thereof (including technical information) by sale, lease, release, assignment, loan, conveyance or any other means to any government (with the exception of the Government of the Israel or the Government of End-User Country upon the defense articles' return), entity, international organization or person not an officer, employee or agent of Company, Location.
2. Use or permit the use of such defense articles or any component thereof (including technical information) for purposes other than temporary transfer purposes (repair etc...) of the Defense Items for the Government of Israel and ultimately, the Government of End-User Country .

Signature: _____

Title: _____

Date: _____

Annex D – The Bank Guarantee Form

Ministry of Defense,
Hakiryia
Tel -Aviv

Branch _____

Dear Madam / Sir

Date: _____

-

Re: Bank Guarantee No.

1. We hereby pledge towards your good selves to pay any sum up to a total amount of _____ US Dollars (_____) (Hereinafter referred to as – "guarantee amount"), that you will require from _____ (hereinafter referred to as - "the guaranteed party") with regards to Tender No _____ for the sale of Watercraft, Engines and/or Spare Parts as defined in Annex A.
2. At your first written request, no later than ten days from the date of our receipt of your request according to our address detailed above, we shall pay you any sum quoted in the request, so long as it does not exceed the limited guarantee amount, without you being obliged to validate your request and without you first having to demand the guaranteed party.
3. This guarantee shall remain valid until the 16 (day) of November (month) 2022 (year) (inclusive) only, and after this date it shall be null and void. Any demand as per this guarantee must be received by our good selves in writing no later than aforesaid date.
4. This guarantee is non - transferable and non - endorsable.

Yours faithfully,

Annex E

Protocol of Delivery and Acceptance

Date : _____

The undersigned, Awardee, pursuant to the terms and conditions of the Tender between IMOD and the Awardee dated _____ , 2021 hereby state that the following Deliverables have been delivered to the Awardee.

The Awardee

Representative of IMOD

Annex F- Indemnification Form

The Israeli Ministry of Defense
SIBAT

Date: _____

Dear Sir / Madam,

Re: Indemnification Commitment

In consideration of the approval granted by the Government of the State of Israel- the Israeli Ministry of Defense (hereinafter referred to as: "IMOD") to allow Mr. / Ms. _____ bearer of Passport/I.D. No. _____, to participate in an Acquaintance Tour to inspect the DELIVERABLES offered in the bid;

The undersigned - Mr. / Ms. _____ undertakes and agrees as follows:

1. I understand and agree that any action that I will take in order to inspect the Deliverables during the Acquaintance Tour is on my own responsibility;
2. It is agreed that I will be fully liable for any loss and/or damage caused to me during the Acquaintance Tour.
3. I declare that I and /or my dependents and/or heirs shall have no claim against the IMOD or any servant or agent of the IMOD in respect of any damage or injury sustained to me howsoever occurring in consequence of the Acquaintance Tour or of anything done or suffered during the Acquaintance Tour;
4. I and/or my dependents and/or heirs shall hold the IMOD harmless against any claim filled by me and/or my dependents and/or heirs in respect of any damage or injury (including death) which may occur to me during the Acquaintance Tour and/or as a result of, or in connection with the Acquaintance Tour.

5. It is further agreed and declared that in case of any claim or demand filled by any entity or person against the IMOD in consequence with the damage or loss described on section 2, I and/or any dependents and/or heirs will fully indemnify and/or compensate the IMOD for any amount which the IMOD will pay in connection with the claim or demand.
6. This undertaking shall be construed and have effect in accordance with the Israeli Law and shall be subject to Israeli courts only.

Signed this day of _____, 2021



Annex G – Photograph of the Platforms

The DCB- TZIR'A 27



Annex I – Options

"Dvora" - Fast patrol boat (FPB)

Optional delivery configurations

Basic configuration	Safe sail configuration (optional)	Battle configuration (optional)
2 X Engine CAT C32	Radar system - Bridge Master USA	Electro-Optic system - IAI POP200/ POP250
2 X Gears ZF BW 255S	Depth gauge	RAFAEL Mini Typhoon MOD 0
Cummins Diesel Generator MCGBA 35KW 3PH 440V/60Hz	Gyro navigation device and electric compass	ZODIAC MARK 2 dinghy
Shaft system – Schaffran pushes V-Drive 0.84 meter, Fixed Pitch	Basic GMDSS Sailor communication system	
Fuel/ oil/ air conditioning/ fresh water/ engine control system/ bilge/ sanitary system	GPS	
Detection & suppression system		
Electrical network 440/220/115V 12V Static battery charger		
Basic communication system		

Training program - option

- 1) Operation & maintenance of the ship in harbor/ sea
- 2) Damage control