

REQUEST FOR PROPOSALS

FOR TUG BOAT Sale

"SHARONA 1"

June 2021

THE NATIONAL COAL SUPPLY CORPORATION LTD.



The National Coal Supply Corporation Ltd. ("NCSC" or the "Company"), a subsidiary of the Israel Electric Corporation Ltd., hereby invites proposals for the sale of a Tug Boat operating in the Port of Hadera, On behalf of the owner of the boat ("The Owner"), in accordance with this document and the following specifications and conditions:

1. Particulars of the tug "Sharona1":

- 1.1. Type: ASD
- 1.2. Year of built: 1997
- 1.3. Flag: Israel place of Registration: Haifa
- 1.4. Tug GT: 478
- 1.5. Classed Hull & Machinery: Lloyds register
- 1.6. IMO no. 9132595

2. Main Commercial terms:

- 2.1. As is Where is
- 2.2. Subject to all other terms and clauses to be agreed, based on **Norwegian Shipbrokers' Association's Sale form 2012 ("Sale Agreement")**.
- 2.3. Delivery Place: port of Hadera, Israel
- 2.4. Delivery time: subject to Sale Agreement.
- 2.5. Available for inspection but no Dry dock

3. Main Payment terms:

- 3.1. Price (Excluding VAT):
- 3.2. Taxes:
 - 3.2.1. VAT for Buyers' account, to the extent applicable. For local buyers at applicable rate (current rate – 17%); for foreign buyers – a VAT exemption may be applicable.
 - 3.2.2. Any other taxes, expenses in connection with the purchase and registration in the Buyers' nominated flag state, shall be on Buyers' account.
- 3.3. Deposit: 10% of proposed price within 5 business days after notice of award. ;
- 3.4. 90% will be paid according to the terms and conditions stated in the Sale Agreement together with the payment for remaining bunkers and lubricating oils.
- 3.5. Relevant currency for all transactions will be US dollar.



4. Other related information found in:

4.1. Description

4.2. Class certificates

All of the above attached herewith as Appendix 1.

4.3. List of spare parts will be supplied upon closing.

5. General:

5.1. The criteria for choosing the winning proposal shall be as follows:

Price (excluding VAT) - 100%. The proposal shall be made in the form of SCHEDULE A.

5.2. NCSC Shall be entitled at its sole consideration to conduct negotiations with those inquiry participants whose proposals are found to be suitable.

5.2.1. In case only one bidder is included in the final bidders group, NCSC will be entitled to conduct negotiations with the bidder. In addition, NCSC is entitled to decide that no negotiations will be conducted with it.

5.2.2. In the context of this section – the final bidders group means all bidders that meet the inquiry requirements.

5.2.3. NCSC may choose the proposal which is most suitable to it, in order to ensure for itself the most advantages.

5.2.4. NCSC is not obliged to accept the highest proposal or any proposal whatsoever, and no bidder shall have any claim, demand or cause of action toward NCSC and/or the Owner with respect to its waiver hereof.

5.2.5. In the event of a single proposal for the inquiry, or a single proposal remaining for consideration, NCSC is entitled to accept the proposal, as offered, or cancel the inquiry and conduct a new inquiry.

5.2.6. In the event of several suitable proposals, NCSC shall be entitled at its sole consideration to conduct a Best & Final procedure amongst those bidders. A bidder which shall not improve its proposal, its original proposal shall be taken into account.

5.2.7. Together with the submission of a proposal in the inquiry, the bidder agrees that in case where a bidder, who receives a notice of award under the inquiry from NCSC, refuses to perform and/or does not fulfill its obligations in accordance with the inquiry requirements, or requires to cancel its proposal for any reason whatsoever, NCSC shall be entitled to accept the next best proposal or to initiate a new inquiry /process, at its sole discretion.

5.2.8. It is hereby clarified that the notice to a bidder that it was not awarded the inquiry, shall not derogate from the right of NCSC as detailed above.

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5.2.9. For the avoidance of any doubt, it is hereby clarified that there is nothing in the aforesaid to derogate from the obligations of the bidder under its proposal and in case of breach of obligations, NCSC reserves its rights to indemnity under law the losses incurred such as the loss compare to the market.

6. Cancellation of the Inquiry:

In addition to all other cases where NCSC is entitled to cancel this inquiry or any part thereof under Israeli law, NCSC will also have the right to cancel this inquiry or a part thereof in any one of the following instances:

- 6.1. In the event that only one proposal is submitted;
- 6.2. In cases where NCSC decides that the inquiry procedure and/or the inquiry Documents and/or the procedure for analyzing the inquiry results are deficient.
- 6.3. In any other case where NCSC has determined, at its sole discretion, that this RFP procedure, or any part thereof, does not meet NCSC's needs or requirements. No bidder shall have any claim, demand or cause of action towards NCSC and/or the Owner with respect to the Cancellation hereof.

7. The date for submitting proposals:

7.1 The final date for submission of proposals shall be **15:00 hours (local Israel time)**

On 15/07/2021

NCSC reserves the right to postpone the final date set for submission of proposals at any time before this date.

7.2 Queries in respect of this RFP may be submitted to NCSC by email at paz@ncsc.co.il no later than 10/07/21 at 15:00 (local Israeli time).

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8. MISCELLANEOUS

- 8.1 Proposals will be valid for a minimum 2 months as of the last date for submission of proposals.
- 8.2 The bidder whose proposal is declared as the winning bid (hereinafter "**Winning Bid**"), shall be required to sign a Sale Agreement with the Owner within 14 days of the notice of winning.
- 8.3 Any and all licenses, permits, dues and taxes shall be entirely on the Winning Bidder' account and responsibility.
- 8.4 In case the Owner decides for any reason not to sign a Sale Agreement with the Winning Bidder, the latter shall have no claim in respect therefore and it shall not be entitled to any compensation and/or payment and/or refund of expenses of any kind.
- 8.5 NSCS is entitled to demand any clarifications and/or documentation from any bidder in respect of its proposal, including any information regarding the bidder's reputation, compliance with anti-laundering acts and regulations, international sanctions, etc.
- 8.6 This RFP shall not be considered as a public tender and the laws and regulations of public tenders shall not apply to this RFP, and the bidders agree that they shall not be entitled to review any documents relating to the other bidders and/or the Winning Bid.
- 8.7 The Haifa courts shall have exclusive jurisdiction to entertain any disputes in respect of this RFP.

9. Submission of Proposals

Proposals must be submitted in Electronic file PDF format, to the following email tenders@ncsc.co.il.

Sincerely,

The National Coal Supply Corporation Ltd.

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SCHEDULE A – form of proposal RFP SALE OF SHARONA 1 TUGBOAT

I [name of bidder], hereby proposes a sum of USD_____ [sum in words] (excluding VAT).