



**ISRAEL NATURAL GAS LINES COMPANY LTD.**

**INTELLIGENT PIGGING**  
**OF HIGH PRESSURE NATURAL GAS**  
**PIPELINES**

INGL/TENDER/2016/07

Not for Submission



## AGREEMENT

**THIS AGREEMENT** (the "**AGREEMENT**") is made as of the date below signed by and between Israel Natural Gas Lines Company Ltd. (the "**COMPANY**"), an Israeli governmental owned private company, having its registered office at Atidim Tower (8), 32<sup>nd</sup> fl., Kiryat Atidim, Tel-Aviv, Israel, and \_\_\_\_\_ (the "**CONTRACTOR**"), having its registered office at \_\_\_\_\_.

### PREAMBLE

**WHEREAS**, the COMPANY, which has constructed the natural transmission system in Israel, has conducted a TENDER PROCESS for the selection of a contractor to implement the PROJECT; and

**WHEREAS**, within the framework of the TENDER PROCESS the CONTRACTOR has submitted a TENDER to the COMPANY for the retention of the CONTRACTOR as a contractor for the completion of the SERVICES in accordance with the CONTRACT and this AGREEMENT; and

**WHEREAS**, the COMPANY accepted the TENDER of the CONTRACTOR and as a result the parties hereto wish to enter into this AGREEMENT and all ancillary documentation thereof.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. The foregoing preamble and the following documents attached hereto, whether in hard copy or in electronic format, shall be deemed, each separately and all together, to be agreed upon by the parties and duly executed, upon execution of this AGREEMENT and shall constitute an integral part hereof, and the parties hereby undertake that they shall observe and abide by all of their terms.

(a) **ANNEX A** – The Invitation to Bid (doc. no. 337175) (and upon TENDER submission, all other documentation submitted to the COMPANY by the CONTRACTOR in the framework of the TENDER PROCESS, including, without limitation, the CONTRACTOR'S TENDER, that will be attached hereto), that includes the following Annexes:

- |         |  |
|---------|--|
| Annex 1 | Past Experience                            |
| Annex 2 | Professionals                              |
| Annex 3 | Equipment                                  |
| Annex 4 | Financial Firmness                         |
| Annex 5 | Written Confirmation of the Parent Company |
| Annex 6 | Key Personnel                              |
| Annex 7 | Declaration, Warranty and Undertaking      |



- Annex 8 Legal Opinion
- Annex 9 Irrevocable Power of Attorney for Bidder's Authorized Representative
- Annex 10 Written Declaration and Undertaking - No Conflict of Interests
- Annex 11 Written Confirmation Regarding Technical Volumes
- Annex 12 Tender Form and Price Tables

(b) **ANNEX B** – The General Conditions for Intelligent Pigging of High Pressure Natural Gas Pipelines (doc. no. 337176) (the “**CONTRACT**”) and the following exhibits attached thereto:

- Exhibit A Advance Payment Guarantee
- Exhibit B Insurance Certificate
- Exhibit C Performance Guarantee
- Exhibit D Release Form
- Exhibit E Security Conditions
- Exhibit F Contractor's HSE Plan
- Exhibit G Incident Report

(c) **ANNEX C** – The following exhibits attached to this Agreement (doc. no. 337178):

- (1) **EXHIBIT A** – The TERMS OF PAYMENT
- (2) **EXHIBIT B** – The PRICE TABLES

(d) **ANNEX D** – The TECHNICAL VOLUMES burned on the CD including the following documents:

Document No.	Document Title	Revision / Date
	Specifications & Requirements for Intelligent Pig Inspection of Pipelines – Pipeline Operators Forum	2009
333190	Technical Volumes for Intelligent Pigging Services - Operational Provisions	1.6
327772 (IEN-OME-COI-001)	Technical Volume for inclusion with 18", 24", 30" and 36" Pipeline In-Line-Inspection Tender 2016	R3

- (e) **ANNEX E** – The Clarification and Amendment letters issued by the COMPANY during the TENDER PROCESS (if issued).
2. The several documents forming the CONTRACT are to be taken as mutually explanatory, but in case of ambiguities, the priority of the documents forming the CONTRACT shall be as follows:
- (1) Written instructions of the COMPANY or ENGINEER or the ENGINEER REPRESENTATIVE;
  - (2) Annex E;
  - (3) Annex C;
  - (4) Annex B;
  - (5) Annex A;
  - (6) Annex D; and
  - (7) any other document forming part of the CONTRACT.

For the avoidance of any doubt, in case of ambiguity or should there be any discrepancy or difference between any of the provisions in any of the annexes and exhibits above, the stringent provision, as determined by the COMPANY at its sole discretion, shall prevail, and the CONTRACTOR shall not be entitled to any compensation and/or payment, or to raise any claim and/or demand of any kind whatsoever against the COMPANY in relation thereto.

3. Capitalized terms not defined herein shall have the same meaning set forth in the GENERAL CONDITIONS and in the TENDER DOCUMENTS.

**IN WITNESS WHEREOF**, the parties hereto have executed this AGREEMENT as of the day and year written below and signed by both Parties:

**Israel Natural Gas Lines Company Ltd.**

**The Contractor**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Company's Stamp: \_\_\_\_\_

Company's Stamp: \_\_\_\_\_

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

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