

03/03/2019

To:
Bidders in International Public Tender for
the Manufacture and Supply of High Pressure
Natural Gas Pipes
(INGL/TENDER/2019/06)

Contract & Procurement
Department
e-mail: c-tender@ingl.co.il
Ref: 394814

Via: e-mail and INGL Website

**Re: Clarification & Amendment no. 3 -
International Public Tender for the Manufacture and Supply of High Pressure Natural Gas
Pipes (INGL/TENDER/2019/06)**

1. General

- 1.1. All capitalized terms not expressly defined herein shall have the meaning attributed to them in the Tender Documents.
- 1.2. The clarifications and amendments appearing below replace and supersede all prior correspondence, whether written or oral, and shall constitute the sole binding document with respect to the subject matter hereof and an integral part of the Tender Documents.
- 1.3. Except where expressly stated herein, nothing in this clarification and amendment letter shall be construed to derogate from the Tender Documents.
- 1.4. **Bidders are requested to send a confirmed signed copy of this Clarification & Amendment no. 3 immediately upon its receipt and to submit it signed as integral part of their Bid.**

Q – Question, **A** – Answer

ITB – the instruction Submit Bids (doc. no. 394233)

2. Clarifications

#		DOCUMENT SECTION	CLARIFICATION
1	Q	ITB, Clause 12	Please amend the Tender Bond by limiting the assignment to the State of Israel. Assignment will be subject to the Guarantor's approval.
	A		Approved partially. The Tender Bond shall allow assignment to the State of Israel. Accordingly, amended wording of the Tender Bond in Annex 18 to the ITB is attached (the amendment is underlined for convenience only).

#	DOCUMENT SECTION	CLARIFICATION
		<p>Please note that the Bidders may use the wording of the Tender Bond according to one of the following alternatives:</p> <p>(a) the wording as provided in Annex 18 to the ITB as amended in Clarification & Amendment no. 2 dated 28/2/2019; or</p> <p>(b) the wording of the amended Tender Bond, attached as Annex to this Clarification & Amendment no 3.</p> <p>Bidder's should verify that the wording of the Tender Bond submitted in their Bids is exactly according the wording of one of the above alternatives. As well as to make sure that the name of the Bidder specified in the Tender Bond is compatible with the name of the Bidder in the Tender, and that the issuing Bank or financial institution of such Tender Bond has the rating as specified in Clause 12 of the Tender.</p>

The Bidders are requested to acknowledge receipt of this **Clarifications & Amendment No. 3** by returning an executed copy of the attached acknowledgment receipt form.

Sincerely yours,

Israel Natural Gas Lines Company Ltd.

* * * * *

Acknowledgement of Receipt

We, the undersigned, hereby confirm that we received **Clarification & Amendment No. 3** to International Public Tender for the Manufacture and Supply of High Pressure Natural Gas Pipes (INGL/TENDER/2019/06).

.....
Date

.....
Company

.....
Signature

Annex A18 – Form of Tender Bond (Updated 3/3/2019)

Tender No. INGL/TENDER/2019/06

(Envelope 3)

Bank _____

To Israel Natural Gas Lines Company Ltd.

Atidim Tower, Tel-Aviv, Israel

1. By this guarantee (the "Guarantee") we, _____ [Insert name of Bank], having our address at _____ (the "Guarantor"), hereby guarantee to pay you any and all amounts up to the aggregate sum of 50,000 Euro / ₪ 200,000 New Israeli Shekel [insert the applicable amount of one of the alternatives: Euro or NIS] (the "Guaranteed Amount") that you may demand from _____, (the "Bidder") in connection with the bid submitted by the Bidder for Tender number INGL/TENDER/2019/06.
2. Upon receipt of a written request from you, we shall, within 7 days of receiving such written request, sent by messenger or registered mail, pay you the full sum that you claimed in such written request up to the Guaranteed Amount, without you having to prove your claim against the Bidder and without you having to claim such amount from the Bidder prior to sending us such written request.
3. This Guarantee is effective as of _____ (insert the Date of issuance) and shall remain valid and in full force and effect until January 31, 2020.
4. Any demand under this Guarantee shall be submitted to the address set forth above during regular working hours.
5. The benefit of this Guarantee may be assigned by you **to the State of Israel.**
6. This Guarantee shall be governed in accordance with the Laws of the State of Israel and any proceedings for enforcement shall be brought exclusively before the competent courts of the Tel Aviv district, Israel.

In Witness Whereof, we have caused this Guarantee to be executed by one or more of our officer's thereunto duly authorized on this ____ day of _____, 2019.

[_____] [Insert complete name of Bank]

By: _____

Name: _____

Title: _____