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 <p>נתיבי הגז הטבעי לישראל ISRAEL NATURAL GAS LINES</p>			<p><b>Document Title</b></p> <p><b>International Public Tender for</b></p> <p><b>the Manufacture and Supply of</b></p> <p><b>Ball Valves</b></p> <p><b>(INGL/TENDER/2019/17)</b></p>					
Company Representative : D. Carmeli			<p>Document No.</p> <p>____397389____</p>			<p>Rev.</p> <p>2</p>		
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## **Document A - Invitation to Submit Bids**

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## **1. Introduction**

- 1.1. The Israel Naturals Gas Lines Ltd, a governmental company fully owned by the State of Israel, hereby invites **manufacturers of Ball Valves** who fully comply with the threshold requirements set forth below, to submit Bids in order to be **qualified as one of its Approved Suppliers**, from which the Company may, at its sole discretion and in accordance to its needs, order the manufacture and supply of **Ball Valves** during the Qualification Period.
- 1.2. **The Bidders are also invited within this Tender procedure to offer Quotations for the manufacture and supply of Ball Valves** as provided in the Quotation Price Form in **Annex A16** of the Tender.
- 1.3. The Quotation of a Bidder who will be qualified as an Approved Supplier, shall be considered for the award of any of the Ball Valves, in accordance with this Tender procedure as described below.
- 1.4. The execution of the Purchase Orders, including the quantity and time Schedule of the Ball Valves provided in the Quotation Price Form and any future Request For Quotations, is subject to the approval of the Board of Directors of the Company, including budgetary approval of the relevant authorities and the client. The Bidders (including the Successful Bidder/s) shall have no claim regarding the above.
- 1.5. **Raw Materials & Ball Valves origin**  
  
The Ball Valves, **including the raw materials it's made of must be manufactured in a plant located in** a current high income OECD members countries as provided for in **Annex A2** of the Tender.
- 1.6. **Certified 3rd Party Inspection Agency (Notified Body)**  
  
The Successful Bidder/s shall hire, at their own expense, an independent third party inspection agency (accredited Notified Body), which shall have to be approved in advance by the Company, for the inspection and assessment of the conformity of the Ball Valves during all the manufacturing process, as provided for in **Annex A4** of the Contract.  
  
During the Qualification Period the Company may add additional Notified Bodies or to omit such from **Annex A4** of the Contract, at its sole discretion.

## 2. Definitions

All following terms in this Tender shall have the meaning ascribed thereto below:

- 2.1. **Affiliate** - in relation to any company, at any time, any other entity:
  - 2.1.1. in which such company directly or indirectly controls at least 50% of the registered capital or rights to vote; or
  - 2.1.2. which directly or indirectly controls at least 50% of the registered capital or rights to vote of such company; or
  - 2.1.3. of which an entity as mentioned in Clause 2.1.2 here above controls directly or indirectly at least 50% of the registered capital or rights to vote.
- 2.2. **Approved Suppliers / List of Approved Suppliers** - Any and all Bidders that shall be declared by the Company in accordance with clause 18 below; and any additional supplier that shall be declared by the Company in the future as an Approved Supplier in accordance with its prerogatives under this Tender and under the Laws.
- 2.3. **Ball Valves** – carbon steel, fully welded ball valves, ANSI class 600, API6D, designed as Double Block and Bleed ("DBB"), which shall be used in high pressure natural gas transmission system.
- 2.4. **Bid** – A proposal submitted by a Bidder, comprised of Envelopes 1 and 2, including with regard to the Quotation submitted in Envelope 3 if applicable, according to Clause 12.1 below.
- 2.5. **Bidder** – A manufacturer of Hot Formed Bends which is a single legal entity who submitted a Bid according to the terms and conditions of this Tender.
- 2.6. **Company** - The Israel Natural Gas Lines Ltd.
- 2.7. **Contract** – The document of the Contract for the manufacture and supply of Hot Formed Bends attached hereto as **Document B** and all annexes thereto that will be signed between the Company and each of the Approved Suppliers. The Contract shall apply and obligate any future Purchase Order issued by the Company from time to time to the Approved Supplier.

- 2.8. **Deviation** – Unauthorized change, omission, reservation, condition and/or addition made by a Bidder to the Tender Documents, in any way, manner and/or scope.
- 2.9. **Laws** - all laws and regulations of the State of Israel.
- 2.10. **OECD Country / High Income OECD Country** – the country/countries detailed in **Annex A2** hereto, according to the World Bank.
- 2.11. **Parent Company** - a company holding, directly or indirectly, more than 50% of the voting power in the Bidder or the power to appoint more than 50% of its directors.
- 2.12. **Purchase Order** - Means printed order issued by the Company by SAP or any other method used by the Company to an Approved Supplier for the specific purchase of Ball Valves which shall be subject to the Contract and will be accompanied by a detailed letter of quantities, technical comments and emphases.
- 2.13. **Quality Score** – The grade granted to the Bid following the quality evaluation process in Clause 17.2 below.
- 2.14. **Qualification Period** - The period of time in which the List of Approved Suppliers shall be valid in accordance with Clause 5 below.
- 2.15. **Quotation** – A price proposal submitted by a Bidder, comprised of Envelope 3, according to Clause 12.4 below.
- 2.16. **Subsidiary** - a company in which the Bidder holds, directly or indirectly, more than 50% of the voting power or the power to appoint more than 50% of its directors.
- 2.17. **System** – The Israeli national high pressure natural gas transmission system constructed and operated by the Company.
- 2.18. **Technical Volumes** – The Technical Tender documents attached as annexes to the Contract hereto, including all technical specifications and supplements that shall be incorporated thereto with regard to any future orders for the manufacture and supply of Ball Valves.
- 2.19. **Tender** – This qualification and quotation process.

2.20. **Tender Documents** – This Invitation to Bid document ("ITB") and all of its annexes, in accordance with which the Bidder is required to submit its Bid and Quotations.

2.21. In the Tender Documents, unless the context requires otherwise:

2.21.1. Headings are for convenience only and do not affect interpretation;

2.21.2. Words in the singular include the plural and vice versa;

2.21.3. A reference to "includes" or "including" means "includes, without limitation" or "including, without limitation", respectively;

2.21.4. A reference to a right or determination, to be made or act, decide or not, by the Company, means, the sole and absolute discretion of the Company.

### **3. General Information**

#### **3.1. The Company's Role in the Israeli Energy Sector**

3.1.1. The Company is a governmental company fully owned by the State of Israel. Under its authorities according to Israeli law and government resolutions, the Company is in charge of the construction and development of the System.

3.1.2. The Company is also in charge of the operation of the System, including the transmission of natural gas from natural gas suppliers to consumers.

3.1.3. As of June 2018, part of the Company bonds are traded in the Israeli Stock Exchange.

3.1.4. The Company's development plan for the coming years includes, inter alia, the construction of new pipeline sections of the System, the doubling of existing sections (including block valve stations and PRMSs) and connecting the System to governmental and private power plants, industrial zones, plants and privately owned low-pressure natural gas distribution systems.

3.1.5. The construction and operation of the System are under the regulation and supervision of the Israeli Natural Gas Authority ("NGA") that has the right to inspect and overlook all aspects of the System at all times, and the Bidder undertakes to comply with its instructions.

### 3.2. The System

- 3.2.1. The System constructed and operated by the Company includes, inter-alia, onshore and offshore pipelines and facilities, LNG buoy, receiving terminals, block valve stations and PRMSs, spread all over the State of Israel.
- 3.2.2. The existing System, as constructed by the Company, includes approximately 660 km of high pressure (80 bars) natural gas pipeline of various diameters between 10" to 36", 2 receiving terminals, 83 block valve stations, approximately 46 PRMSs, portable PRMS and a LNG buoy.
- 3.2.3. In addition, currently under construction or about to begin construction are approximately 100 km of 36" high pressure natural gas pipeline, two receiving terminals, 12 block valves stations and 5 PRMSs.
- 3.2.4. The Company shall continue to develop the System over coming years in accordance with market demands and subject to regulatory approval granted from time to time.
- 3.2.5. More about the Company can be viewed at its website: **Error! Hyperlink reference not valid..**

### 4. The Qualification Process of this Tender

- 4.1. In order to be qualified as an Approved Supplier, Bidders should successfully pass the evaluation process, consisting of two stages, as follows:
  - 4.1.1. **1st Stage – Threshold Requirements** - the Threshold Requirements for entering the List of Approved Suppliers are set forth in Clause 11 below. A Bidder that falls short of meeting any of the Threshold Requirements shall be disqualified and shall not progress to the next stages of the Tender.
  - 4.1.2. **2nd Stage – Quality Evaluation** - Bidders that comply with the Threshold Requirements shall be further evaluated by the Company in accordance with the Quality Evaluation Criteria set forth in Clause 17.2 below.  
  
In order to successfully pass this stage, Bidders are required to receive the Minimum Score, as provided for in Clause 17.3 below. A Bidder that falls short of meeting Minimum Score will be disqualified and shall not progress to the next stage of the Tender.



4.1.3. All Bidders that comply with the Threshold Requirements and receive the Minimum Score will be announced by the Company as Approved Suppliers in accordance to clause 18 below and shall comprise the Company's List of Approved Suppliers for the Qualification Period.

4.2. **3rd Stage – Quotation** (Price Evaluation) - With respect to those Bidders that successfully passed the first and second stages and had been declared as an Approved Suppliers in accordance to clause 18 below the Company will open Envelope 3 submitted with the Bids and rate the Quotations in accordance with Clause 19 below.

## 5. The List of Approved Suppliers

5.1. The List of Approved Suppliers as determined in accordance to this Tender shall be valid for 5 years commencing on the date the Company's notification to the Approved Suppliers in accordance with clause 18.2 below. The Company may extend the Qualification Period of any or all of the Lists of Approved Supplier for additional period of 2 years, according to its sole discretion and subject to the Laws.

5.2. During the Qualification Period, the Company may approach from time to time to any or all of the Approved Suppliers in the relevant List of Approved Supplier and invite them by way of Request for Quotation or by any other method to be determined by the Company, to submit Quotations for the manufacture and supply of Ball Valves (hereinafter: "**RFQ**").

5.3. It is hereby clarified that the Company may decide in any RFQ to approach only part of the Approved Suppliers, taking into consideration *inter alia* the capabilities of the Approved Suppliers, the scope of prior or current Purchase Orders, the time schedule for delivery, the Quality Score granted to them in this Tender process and any other relevant considerations.

5.4. As part of any such future RFQs to be held among any or all of the Approved Suppliers for manufacture and supply of Ball Valves, the Company may amend its requirements in this Tender (including by adding or omitting requirements) and *inter alia* shall have the following prerogatives:

5.4.1. Add additional conditions and/or requirements, including *inter alia* restrictions on the maximum prices that may be quoted by the Approved Suppliers;

- 5.4.2. Update and/or add Threshold Requirements;
- 5.4.3. Update and/or add (including by relieving or omitting) requirements regarding professional experience;
- 5.4.4. Update and/or add additional criteria regarding quality evaluation (criteria and/or their relative weights).
- 5.4.5. The evaluation process to be conducted: **(a)** solely on the basis of the prices to be quoted by the Approved Suppliers; or **(b)** in accordance with the prices to be quoted by the Approved Suppliers and the Quality Score of the Bids under the evaluation process set herein; or **(c)** in accordance with any other evaluation procedure the Company shall decide upon and based on any data it shall deem relevant.
- 5.4.6. Update the Quality Score of the Approved Suppliers, based upon updated information and documents to be provided by the Approved Suppliers or its up to date experience with the Approved Suppliers.
- 5.5. Should the Company decide to order the manufacture and supply of Ball Valves from an Approved Supplier with whom it has no prior experience, or which had suffered material failure/s during past manufacturing of Ball Valves, it may set additional conditions to such Purchase Order or additional orders, as applicable (such as without limitation, limiting the scope of the order or conditioning it with the participation of the Approved Supplier in special inspection and/or supervision costs) in order to verify that all aspects of the manufacture and supply comply with its standards and requirements.
- 5.6. The Company is not obligated to issue RFQ procedures amongst the Approved Suppliers for any of its future orders and it may order the manufacture and supply of Ball Valves from any entity it sees fit, whether included in its List of Approved Suppliers or not, or by way of a new tender, even within the Qualification Period.
- 5.7. Should an Approved Supplier cease to comply with any of the Threshold Requirements at any time during the Qualification Period or should an Approved Supplier not comply with any of its obligations towards the Company to the full satisfaction of the Company, the Company may remove it from the List of Approved Suppliers.

- 5.8. The Company may instruct any or all Approved Suppliers at any time during the Qualification Period, to submit additional and/or updated information, documents or declarations (such as updated financial statements, renewed declarations regarding conflict of interest, compliance with the ethical code, certificates, etc.).
- 5.9. The Company may at any time during the Qualification Period add to the List of Approved Suppliers additional suppliers that shall comply with the Company's requirements in accordance with this Tender.

## **6. Time Schedule for the Tender Process**

Without limiting the authority of the Company to extend all dates, the schedule of this Tender shall be as follows:

	Description	Deadline
a	Last date for submission of queries and requests for clarifications regarding the Tender	<b>May 6, 2019</b>
b	Deadline for submission of Bids (including Quotations) (" <b>Last Submission Deadline</b> ")	Bids shall be submitted <b>starting on May 29, 2019 between 09:00 to 17:00 until no later than May 30, 2019 at 17:00, (Israel time)</b>

## **7. Submission Deadline & Place**

- 7.1. The Bids shall be submitted, **by hand delivery only** (including by a messenger), **no later than the Last Submission Deadline**, as defined in the table in clause 6 above, to the Tender's box designated for this purpose, located at the Company offices: Atidim Tower (Building No. 8), 2184 St., Floor 32, Kiryat Atidim, Tel Aviv, Israel (Contracts & Procurement Department).
- 7.2. The Company may decide from time to time to postpone for any reason whatsoever any of the dates listed in the table above including the Last Submission Deadline. The Bidders are encouraged to follow the Company's notifications in the Company's Website.

## **8. Contact Details and Availability of Documents**

- 8.1. This Tender and the Contract (not including Technical Volumes thereto) are available for viewing only (water marked version **not for Bids submission purposes**), online, free of charge, on the Company's Website [www.ingl.co.il](http://www.ingl.co.il).

The full Tender Documents to be used for submission of Bids and Quotations, including the Technical Volumes, shall be available for collection in the Company offices at the address in Clause 7.1 above, after and upon registration with the Contracts Manager (Mr. Yoav Klemperer; e-mail: [c-tender@ingl.co.il](mailto:c-tender@ingl.co.il)) by using **Annex A1 provided that such Bidders presented a valid API 6D certificate.**

- 8.2. Bidders that have provided their contact details and the required API certificate referred in Clause 8.1 above shall be able to collect the hard copies and digital copies (CD) of the full Tender Documents and shall receive updates, clarifications and amendments regarding the Tender.
- 8.3. **Until the Last Submission Deadline Bidders are required and recommended to enter the Tender portal at the Company's Website ([www.ingl.co.il](http://www.ingl.co.il)) (under "Tenders/Publication" tab) on a daily basis and check for updates and information published by the Company.**

#### **9. Bidders' Requests for Clarifications**

- 9.1. Bidders are entitled to contact the Company in writing, and submit a request for clarifications regarding the Tender. Such requests shall be directed to the Contract Manager via email: [c-tender@ingl.co.il](mailto:c-tender@ingl.co.il) no later than the date specified in Clause 6(a) above. **Bidders shall make sure that such request for clarification is received.**
- 9.2. The Company shall be entitled, at its sole discretion, to reply or not to reply to requests for clarifications. The Company's responses to the requests shall be furnished by written addendum to all registered Bidders, without disclosing the identity of the Bidder who submitted the request. No Company response shall be binding unless it is issued by written addenda as part of the Tender process and sent to the Bidders and/or published in the Tender portal at the Company's Website.
- 9.3. All Bidders shall confirm in writing the acceptance of all the addenda published by the Company. All such addenda and all other amendments and clarifications issued in writing by the Company regarding the Tender shall be signed and submitted by the Bidders as part of their Bids and shall be deemed as an integral part of the Tender Documents (even if they were not signed by the Bidders).

## **10. Preparation of Bids**

- 10.1. Bidders are required to prepare their Bids and Quotations in full conformity with this Tender ("**Compliant Bid**").
- 10.2. Bidders shall complete their Compliant Bids in an accurate and detailed manner, disclosing all the information requested, as well as any additional information required to clarify, substantiate and support the Bid.
- 10.3. **Bidders may not deviate in their Bids and Quotations from the instructions of the Tender**, unless prior permission has been specifically granted in writing by the Company in accordance to clause 9 above. The Company may **disqualify any Bid** containing any such Deviation/s or demand that the Bidder amend its Bid, as set out below.

## **11. Threshold Requirements**

In order to participate in the Tender process, Bidders must meet all of the following prequalification (the "**Threshold Requirements**"):

### **11.1. Bidder's Structure**

The Bidder must be an entity duly organized and validly existing under the laws of the jurisdiction in which it was organized.

The Bidder itself must comply with the Threshold Requirements, unless explicitly stated otherwise in the Tender. The Bidder shall be one legal entity and shall not be either a Joint Venture or Consortium or an unregistered partnership.

### **11.2. Qualifications and Capabilities**

- 11.2.1. The Bidder held as of the beginning of 2012 and currently has in place a valid API 6D certificates indicating the Bidder's capability to manufacture ball valves
- 11.2.2. The Bidder is in full compliance with the NEN3650 Dutch standard, and with all of the requirements and specifications set forth in the technical Tender Documents.
- 11.2.3. The Bidder has in place a management system that is certified as ISO 9001 compliant or a management system that meets the ISO 9001 certification requirements.

### 11.3. Professional Experience

11.3.1. The Bidder is a manufacturer of Ball Valves for high pressure (of at least 80 bar) natural gas transmission at least since the year 2012.

11.3.2. The Bidder manufactured and supplied, during the period as of January 1, 2014 until the Last Submission Deadline (the "**Presented Period**"), Ball Valves meeting **all the following criteria**:

11.3.2.1. the Ball Valves designed as "class 600" and for pressure of at least 70 bar.

11.3.2.2. the supply during the Presented Period included at least 50 Ball valves in a diameter equal to or greater than 18 inch, from which at least 15 Ball valves were in a diameter equal to or greater than 30 inch.

For this Clause 11.3.2.3 "**Ball valves**" shall mean fully welded body, double block and bleed and below ground type of valves.

11.3.2.3. were manufactured by the Bidder:

(a) at its plant located in current High Income OECD Member countries; **and**

(b) were supplied (directly or indirectly) for the use in a natural gas transmission system or project, located in current OECD member Country.

11.3.3. For compliance with this Clause 11.3 requirements, **assembly only of Ball Valves** from parts manufactured by others shall not be recognized as "**Manufacturing**".

### 11.4. Financial Requirements

The Bidder's **last** audited financial statements does not include a "Going Concern" notice.

### 11.5. General Requirements

11.5.1. The Bidder is not listed as an entity whose activity in Israel and the economic activity of Israeli entities with it are limited or prohibited by the

Act for Fighting Iran's Nuclear Plan, 2011 or the Act for the Prevention of the Distribution and Financing of Weapons of Mass Destruction, 2018.

- 11.5.2. If the Bidder is an Israeli Bidder or an Israeli Resident (as defined in the Income Tax Act), it shall hold and submit all the approvals required pursuant to the Law of Transactions of Public Entities, 1976 and a duly executed affidavit in the form attached as **Annex A11**.

**Only Bidders who comply with all the aforesaid Threshold Requirements shall be entitled to participate in the Tender process.**

## **12. Structure of the Bids**

- 12.1. The Bidder shall submit its Bid in **2 separate envelopes** for qualifying for the List of Approved Supplier and a **3<sup>rd</sup> envelope for the Quotation**, as detailed hereinafter.

In accordance to the following instructions, Bidders shall submit **1 original and 2 additional identical hard copies** of the documents comprising each Bid, in addition to a magnetic media copy, which shall be submitted on CDs.

**The original copy shall be identified as such on the top of each volume.**

### **12.2. Envelope 1**

In Envelope 1 the Bidder shall include the following documents:

#### **12.2.1. The Bid table of contents**

A table listing in an **orderly numbered table of content** of the documents comprising the Bid being submitted. The table shall refer to Envelopes 1 and 2 of the Bid.

#### **12.2.2. Declaration, Warranty and Undertaking**

The Declaration, Warranty and Undertaking in the form attached hereto as **Annex A3**.

#### **12.2.3. Legal Structure**

Complete details of the legal structure of the Bidder, **together with a chart** of the same and the incorporation documents of the Bidder. The chart shall refer to the holding and control in the Bidder.



All of the above shall be validated by a legal opinion in the form attached hereto as **Annex A4**.

12.2.4. No Conflict of Interests

12.2.4.1. A Statement regarding non-receipt of brokerage fees and non-employment of the Company's advisors in the form attached hereto as **Annex A5**; both duly signed by the Bidder.

12.2.4.2. A Bidder which anticipates that any of its affiliates as defined in Clause 2.1.3 above ("**Sisters Companies**") might submit a Bid in the Tender shall fill and submit with its Bid a declaration in the form attached as **Annex A6**, according to Section 23.5.

12.2.5. Qualifications and Capabilities

12.2.5.1. A valid API 6D certificate, indicating the Bidder's capability to manufacture ball valves. The Bidder shall attach the above certificates referring to the years as of January 1, 2012 to 2019.

12.2.5.2. Certificate that Bidder has in place a management system that is certified as ISO 9001 compliant or an applied management system that meets the ISO 9001 certification requirements.

12.2.5.3. The Bidder's signed declaration in the form attached hereto as **Annex A7**.

12.2.6. Professional Experience

12.2.6.1. Document in the form attached hereto as **Annex A8** detailing the Bidder's experience in the manufacture and supply of Ball Valves, in accordance with Clause 11.3 above, including all data requested therein. These documents shall be signed by the Bidder.

12.2.7. Financial Statements

Certificate (independent certified public accountants) confirming The Bidder's last audited financial statements does not include a "Going Concern" notice in the form attached hereto as **Annex A9**. This certificate shall be supported by the Bidder's last audited financial statements for



2018 or 2017 as applicable as well as, if exists, the most recent interim financial report.

12.2.8. Authorized Representative

A written Power of Attorney signed by the Bidder in the form attached hereto as **Annex A10**, empowering the Authorized Representative to sign all documents, including all of the Tender Documents, on behalf of the Bidder.

12.2.9. For Israeli Bidder

An Israeli Bidder and any Bidder that is an Israeli resident, shall submit all the approvals required pursuant to the Law of Transactions of Public Entities, 1976 and a duly executed affidavit in the form attached as **Annex A11**.

12.2.10. Industrial Cooperation Undertaking

An ICA standard form, attached hereto as **Annex A12(1)**, as provided for in Clause 28 below, should be initialed and submitted by all the Bidders.

Note: In future RFQ's Bidders may be obliged to fill up the relevant details in **Annex A12(1)** and attach it fully signed with their Bid. Further details regarding the Industrial Cooperation Undertaking attached hereto in **Annex A12(2)**.

12.2.11. Signed Contract

**The original printed Contract, fully signed by the Bidder (the original** that shall be provided to the Bidders as provided for in Clause 8.2 above).

12.2.12. Tender Documents

**The original printed Tender Documents and the Tender CD** containing the Tender Documents (**the original ones** that shall be provided to the Bidders as provided for in Clause 8.2 above) **signed by the Bidder** (no need to print the CD documents but only sign on top of the CD itself). Collection of the Tender Documents hard copy shall be done and paid by the Bidder.

12.2.13. Clarification & Amendments

All Clarifications & Amendments, if issued by the Company during the Tender, signed by the Bidder.

12.2.14. "Envelope 1" CD

A CD containing the colored scanned files of all documents included by the Bidder in Envelope 1. The CD shall be labeled by the Bidder as "CD Envelope 1".

Envelope 1 and CD Envelope 1 **shall not include** documents, information and materials that should be submitted with Envelopes 2 and 3.

12.3. **Envelope 2**

In Envelope 2 the Bidder shall include the following documents and information for the purpose of evaluating its Bid (as provided for in Clause 17 below).

12.3.1. Past Experience & Drawings and Data

12.3.1.1. A detailed description of the Bidder's past experience in the manufacture and supply of Ball Valves and all other details requested under **Annex A13**. The Annex shall be signed by the Bidder. The Bidder may copy Annex A13 as needed, to provide additional information regarding its relevant past experience.

12.3.1.2. The Bidder shall provide for the Company's review and approval drawings of **1" and 36" diameter Ball Valves and 24" diameter hot tapping Ball Valve** according to the **Company's** (INGL) Specifications (Please note, that the Quotation Price Form **shall not** be included in Envelope 2).

12.3.2. Manufacturing Capabilities

A detailed description of the Bidder's manufacturing capabilities of Ball Valves. Such description shall be detailed according to the instruction in **Annex A14** and shall include, inter alia, details regarding all matter mention under Paragraph (B) of the table at Clause 17.2 below.

#### 12.3.3. QA and HSE

A detailed description of the Bidder's Quality Management System, policies and procedures regarding quality assurance (QA) and health, safety and environment (HSE) for which the Bid is submitted. Such description shall include, inter alia, details regarding all matters mentioned under Paragraph (C) of the table at Clause 17.2 below, according to the instruction attached hereto in **Annex A14**.

#### 12.3.4. Implementation of Procedures & Inspection during Manufacturing

A detailed description of the Bidder's procedures regarding inspections during production, according to the instruction attached hereto in **Annex A14**. Such description shall include, inter alia, details regarding all matters mentioned under Paragraph (D) of the table at Clause 17.2 below, and **examples** of all such documents.

#### 12.3.5. Documentation

A detailed description of the documents prepared and delivered throughout the manufacturing and delivery of the Ball Valves, according to the instruction attached hereto in **Annex A14**. Such description shall include, inter alia, details regarding all matters mentioned under Paragraph (E) of the table at Clause 17.2 below and **examples** of all such documents.

12.3.6. **Annex A14** of the Tender shall be signed by the Bidder and attached in Envelope 2.

#### 12.3.7. "Envelope 2" CD

A CD containing scanned copies of all documents included by the Bidder in Envelope 2. The CD shall be labeled by the Bidder as "CD Envelope 2".

Envelope 2 and CD Envelope 2 **shall not include** documents, information and materials that should be submitted with Envelope 1 and 3.

### 12.4. **Envelope 3 – Quotation**

In Envelope 3 the Bidder shall include **all** the following documents and information for the purpose of evaluating the Bidder's Quotation (as provided for in Clause 19 below):

- 12.4.1. The Manufacturing Facility of the Ball Valves for the Company, in the form attached hereto as **Annex A15**.
- 12.4.2. The Quotation shall be submitted by the **original Quotation Form of the Tender (attached as Annex A16 hereto) only**, fully signed by the Bidder and without any Deviations.
- 12.4.3. An Israeli Bidder wishing to obtain price preference in accordance with the Mandatory Tender Regulations (Preference for Israeli Products) 1995, must submit a written confirmation duly signed by its independent certified public accountants regarding the percentage of the Israeli Component Price in the Bid Price proposed by such Bidder.

### **13. Bids Submission Rules**

- 13.1. The Bids shall be completed and submitted in **English** (excluding Annexes attached in Hebrew and financial statements of an Israeli Bidder). Documents (such as recommendations or financial statements) originally drafted in any language other than Hebrew or English shall be accompanied by a translation into English. The Company may instruct a Bidder to authenticate any translation by a notary public.
- 13.2. All Bid documents must be typed legibly. Each volume comprising the Bid documents shall bound by **spiral or ring binder only**, shall be consecutively numerated and include a table of contents.
- 13.3. **The Bid shall be signed with the full signature of the Bidder and of the authorized signatories of the Bidder.**
- 13.4. The Bidder shall present an attorney's confirmation (or the equivalent) regarding the signatory rights of the signatories with respect to the Bid on behalf of the Bidder in the form attached as **Annex A4**.
- 13.5. The Company shall not be bound to accept any Bidders' confidentiality statements as marked or any restriction therein and shall have in this regard the discretion in accordance to the provisions of the Law.

- 13.6. The Bids shall be prepared and submitted according to the terms of the Tender. The Bidder must refer in its Bid to all the details required under the terms and attach thereto all the required documents.
- 13.7. **Please note that the Bids should not include any Deviation. The Company shall be entitled, at its sole discretion and in accordance to the Laws, to disqualify any Bid that contains a Deviation.**
- 13.8. The Bidder shall be entitled to attach to its Bid additional relevant details and documents for the purpose of clarification, verification of data reported and/or for any other purpose which the Bidder considers to be required in order to assure the optimal presentation of the Bid thereof.
- 13.9. There shall be nothing in the contents of the Bid which does not comply with the provisions of laws or with in other law that the Bidder is subject to.
- 13.10. No Bid may be amended or modified after its submission, except as a result of any amendment, modification or adjustment requested and approved in writing by the Company in accordance with the provisions of this Tender.

#### **14. Price Proposal – Quotation**

- 14.1. The Bidder should quote its price proposal to all of the Ball Valves in the designated places in the Quotation Form attached as **Annex A16** hereto.
- 14.2. A Quotation for a line item of Ball Valves in the Quotation Price Form **shall not** refer to any other line item and **shall not** include any other Deviation including a condition of awarding of any of the other line items and quantities of Ball Valvesto the same Bidder.
- 14.3. The Prices shall be quoted in **Euro currency only** and shall be **all inclusive**, the prices shall include without limitation: manufacture, supply, **inspection by accredited Notified Body (Certified 3<sup>rd</sup> Party Inspection Agency)**, NDT testing and materials including for demolition, warranty, delivery and all other works and services detailed under the Contract, all taxes (including any sum which the Israeli Tax Authorities require to be withheld at source, if applicable), fees, duties, licenses, costs or other payments that are to be paid in connection with the manufacture, supply and delivery of the Ball Valves, according to the Contract, including any relevant payment borne by the Supplier according to the **DAP**

incoterms 2010 and all kinds of port fees and delivery order charges in Israel shall be borne by the Supplier.

In spite of anything to the contrary in the DAP incoterms 2010, the Israeli import taxes levied in Israel (Custom clearance in Israel, if applicable) shall also be borne solely by the Supplier.

Without derogating the above in case the Company shall bear any of the said amounts such amounts shall be deducted from the Company's payment to the Supplier.

Israeli Value Added Tax levied in Israel, if applicable shall be borne by the Company.

14.4. It is hereby clarified that the quantities specified in **Annex A16** for the any type of Ball Valves as provided in the Quotation Price Form or any of them are estimated, and may be changed, at the Company's discretion and in accordance with its needs. The Company may change the quantities of Ball Valves included in any of the Purchase Orders in an **amount of up to 50%** of the quantities specified in **Annex A16** and without such change in the quantities causing any change in the terms of such Ball Valves Purchase order including the prices quoted by such successful Bidder and the time schedule designated for delivery of the Ball Valves.

14.5. The Quotation prices shall be fixed and shall not be linked to any price change mechanism except as provided in clause 15.3 below.

## **15. Validity of Bids and Quotations**

15.1. The Bids including the Quotations shall remain valid for a period of **9 months** as of the Last Submission Deadline.

15.2. Without derogating from the foregoing, the Company may request the Bidders (or any of them) to extend the validity of their Bids/Quotations for one or more additional periods, in the Company's discretion.

15.3. **The indexation mechanism shall apply**, if applicable, to the Quotation according to Clause 15.2 of the Contract.

## **16. Company Requests for Clarifications and/or Supplementations of Submitted Bids**

- 16.1. For the purpose of examination of Bidder's compliance with the Threshold Requirements and for the purpose of evaluating its Bid, the Company may, at its sole discretion:
- 16.1.1. Ask any of the Bidders, individually or simultaneously, for clarifications of their Bids or any part thereof and/or request further recommendations and/or contact persons who can provide the Company with information regarding the Bidder, all in a form and manner to be notified to them by the Company.
  - 16.1.2. Demand from any of the Bidders after submission of the Bids to complete missing information and/or recommendations and/or approvals in all matters relating to the Bidder, including its experience and capability.
  - 16.1.3. Request an interview and/or a general presentation from any or all Bidders regarding their Bids or any part thereof, to be conducted in Israel. The Company may invite Bidders to undergo such interview or give such a presentation at the time determined by the Company after the Bids were submitted. A presentation, if required, should be made in the English language and may be followed by questions from the Company and/or the evaluation team and/or anyone on their behalf
  - 16.1.4. Conduct a visit and/or inspection in a mill of any of the Bidder and/or its offices.
- 16.2. The Company at its sole discretion, in consequence to an interview or a presentation may (i) demand that the Bidder amend any defaults in its Bid; and/or (ii) disqualify the Bid; and/or (iii) apply any other measures it sees fit, including regarding the Quality Score of the Bid or any part thereof.
- 16.3. The Company at its sole discretion, in consequence to a visit to a Bidder's mill, may disqualify the Bid or alter the Quality Score of the Bid or any part thereof, if it comes to the conclusion that actual manufacturing practices implemented by the Bidder do not meet the documentation submitted by it.
- 16.4. The Bidders shall deliver to the Company all the data and documents required within the period of time determined by the Company in its request, to the

Company's address. The response of the Bidders shall be attached to the Bid and shall be considered as an integral part thereof.

- 16.5. Without derogating of the above, Bidders shall notify the Company of any change that shall occur after the submission of the Bid that may adversely affect the Bidder's compliance with the Threshold Requirements of this Tender and/or with its evaluation under the evaluation process of this Tender and/or its capability manufacture and supply Ball Valves. Bidders shall attach to such notification all updated documentation and information, relevant to any such change or event.
- 16.6. The Bidder agrees that in the event of arithmetic errors and/or typographical errors in its Bid, the Company shall be entitled to correct the errors, regardless of the monetary impact of such correction, and the Bid shall include the correction of the errors, after the correction thereof by the Company.

## **17. Examination of the Bids**

The examination of the Bids in order to determine the Approved Suppliers shall be carried out in 2 stages, as detailed below:

- 17.1. In the **first stage** the Company shall examine the contents of Envelope 1 in order to determine if the Bid complies with the Threshold Requirements. The contents of Envelope 1 shall not be scored.
- 17.2. In the **second stage** the Company shall examine the contents of Envelope 2 of the Bidders which passed the first stage in order to evaluate the Quality Score of the Bids.

The Company may commence the second stage of the examination of the Bids prior to the completion of the first stage.

The Quality Score shall be between 0 and 100, in accordance with the following criteria:



Main Category Criteria	Maximum score
<p><b>(A) Drawings and Data &amp; Past Experience</b></p> <p>1. Drawings and data sheets for <b>1" and 36" Ball Valves according to Company's specifications.</b></p> <p>General evaluation of the technical quality of the Bids according to drawings and data sheets, to be provided by the Bidders with respect to the proposed Ball Valves.</p> <p>The grade shall be determined in accordance with the suitability of the Bids to the Company's requirements, at its sole discretion and in accordance inter alia with operational practicality and safety parameters.</p> <p>2. Past experience, during 2014 until the Last Submission Deadline, in the manufacture of high-pressure natural gas ball valves in a diameter equal or greater than 18 inch, meeting (as a minimum) the Company's specifications regarding sealing system (double block and bleed), class 600, design pressure (at least 70 bar), etc.) supplied for the use in natural gas transmission systems or projects in High Income OECD countries.</p>	<b>30</b>
<p><b>(B) Manufacturing Capabilities</b></p> <p>Manufacturing capabilities, including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Ball valves' components manufactured by the Bidder.</li> <li>2. Manufacturing equipment, calibration, cutting, coating heating and testing equipment (including Hydro testing).</li> <li>3. Suitable Laboratory equipment.</li> <li>4. Storage capabilities and conditions (including for raw materials).</li> <li>5. Capabilities for manufacturing and shipping of large orders within the contractual time schedules.</li> <li>6. Main sources of raw materials and ball valves components (including number of suppliers and time schedules).</li> </ol> <p>Overall impression regarding manufacturing and storage facilities and capabilities.</p>	<b>20</b>

<b>(C) QA and HSE Management System</b> <ol style="list-style-type: none"> <li>1. EN / ISO quality system model.</li> <li>2. Quality assurance procedures and manuals.</li> <li>3. Health, Safety and Environmental procedures.</li> <li>4. Defects reporting and corrective actions procedure.</li> <li>5. A diagram and written description of the quality management system structure.</li> <li>6. QA and QC personnel experience.</li> </ol>	<b>10</b>
<b>(D) Implementation of Procedures &amp; Inspection during manufacturing</b> <ol style="list-style-type: none"> <li>1. <b>Example of approved Inspection Test plan (ITP)</b> for high pressure (at least <b>70 bars</b>) natural gas ball valves for <b>36 inch diameter</b> and manner of its implementation.</li> <li>2. Material acceptance and traceability procedures.</li> <li>3. Calibration and testing procedures.</li> <li>4. Method of providing Inspection release note.</li> <li>5. Packing and protection of ball valves methods.</li> </ol>	<b>20</b>
<b>(E) Documentation</b> <ol style="list-style-type: none"> <li>1. Reports provided to the client during production – <b>an example to be provided by the Bidder.</b></li> <li>2. GANTT chart for all activities before until delivery to the client.</li> <li>3. Documentation provided to client, including Quality Certificates, Packing list – <b>an example to be provided.</b></li> </ol>	<b>20</b>
<b>Total</b>	<b>100</b>

17.3. **A Bidder that shall be awarded by the Company a Quality Score of less than 75 points in total or less than 50% of the maximum points for any main categories (A-E) - shall be disqualified from the Tender.**

#### 17.4. Mill Inspection

As part of the evaluation process the Company may decide to conduct inspection in the Bidder's mill in order to verify its compliance with the Tender requirements. The Company's findings during such audit may be applied by the Company during the evaluation of any of the Bids and the Company shall have the prerogatives as provided in Clause 24 below.

17.5. When reviewing the Bids, the Company reserves the right, at its sole discretion, to take into consideration all available information from any and all sources, including its inspection of the Bidders' mills (if conducted) and past experience of the Company with the Bidder.

17.6. The Company will review the technical data submitted by the Bidder. In the event that the technical data does not fully comply with the technical Tender Documents, such Bidder may be required, at the sole discretion of the Company, to correct its technical data to the full satisfactory of the Company within the period determined in the Company's notification in that respect and without it shall have any effect on the Quotation Prices proposed by such Bidder. The submission of such corrected technical data shall be a condition precedent to the awarding of the Contract and purchase order by the Company. In the event that such Bidder fails to present a suitable technical data, the Company may disqualify such Bid.

#### 18. Approved Suppliers

18.1. Subject to any of the Company prerogatives in accordance to the Tender and the Laws, the Company shall announce all Bidders who complied with the Threshold Requirements and successfully passed the quality evaluation process in accordance with Clause 17.3 above as the List of Approved Suppliers.

18.2. The Company shall send notification of its decision to the authorized representatives of the Approves Suppliers.

#### 19. Third Stage – Examination of the Quotations

19.1. In the **third stage** the Company shall examine the contents of Envelope 3 of the Approved Suppliers.

## 19.2. **Quotations evaluation process**

The total Quotation Prices shall be examined and the following provisions shall apply:

19.2.1. The Quotations will be ranked solely on the basis of the total Quotation Price.

19.2.2. Subject to the authorities of the Tender Committee in accordance to the Tender Documents and the Laws the Bidder which his total Quotation Price is the lowest shall be declared as the successful Bidder.

## 20. **Signing the Contract, and Purchase Orders**

20.1. It is the intent of the Company to sign the Contract with all Approved Suppliers, that shall serve as the contractual framework for any future Purchase Orders for the manufacture and supply of Ball Valves during the Qualification Period subject to any amendments and/or additional instructions that shall be determined by the Company for the purpose of any such future orders (either as part of the RFQ documents or in any other manner).

20.2. All the Tender Documents including all clarifications and amendments issued by the Company during the Tender shall apply as an integral part of the Contract and to any future engagement pursuant to this Tender between the Approved Suppliers and the Company.

20.3. It is hereby clarified that the execution of the Contract by the Company and the Approved Suppliers does not constitute an exclusivity right or an obligation on behalf of the Company to order the manufacture and supply of Ball Valves from any of the Approved Suppliers and that a precondition for any such order is the issuance of a Purchase Order which the Contract shall be an integral part of.

20.4. No Contract shall come into force before the Company signs the Contract by its authorized signatories.

20.5. Following the signing of the Contract the Company may issue Purchase Orders for the manufacture and supply of Ball Valves. The Purchase Order shall be accompanied by a Bill of Quantities based upon the quotation form issued by the

Company in the relevant RFQ relevant instructions (including amendments and/or supplements to the provisions of the Contract if published during the RFQ).

- 20.6. Within 14 days as of the execution of a Purchase Order to the Successful Bidder, the Successful Bidder shall provide the Company with the Performance Guarantee in the amount of 10% of the value of the total Quotation Price it was awarded, in the form attached to the Contract.
- 20.7. In the event that any of the Successful Bidders does not comply with any of its obligations according to the Tender Documents within the designated period, for any reason whatsoever, the Company shall be entitled, to cancel the announcement of the Bidder as Successful Bidder and select another Bidder as a Successful Bidder, without derogating of any its rights under the Tender. In the event that a Purchase Order has been canceled, for any reason whatsoever, the Company shall be entitled to select another Bidder as a Successful Bidder in accordance to Clause 24.5 below.

## **21. Order of Precedence**

- 21.1. During the Tender process, in the event of any conflict or discrepancy between any provisions of the Tender Documents, the provisions of this document (Invitation to Submit Bids) shall prevail.
- 21.2. During the Qualification Period, the order of precedence shall be as specified in the Contract.

## **22. Information Supplied by the Company**

- 22.1. The Tender Documents and any written amendments and clarifications to be issued by the Company as part of this Tender process contain the full representations and undertakings of the Company with regard to the Tender and other than such written documents received from the Company as a formal part of this Tender process, any information which the Bidder acquires or receives in connection with the Project shall be at the Bidder's sole responsibility.
- 22.2. The Bidders shall carry out their own independent research, inquiries and analyses, at their own discretion, of all aspects of the Tender, including, but not limited to, the legal requirements under any applicable law and all other relevant information relating to the Tender.

**23. No Conflict of Interests, Confidentiality of the Bid, Ethical Code and Maintaining Fair Process**

- 23.1. There shall be no conflicts of interest between any of the Bidder's prior or current engagements or activities and/or those of its employees and/or subcontractors and the obligations or rights of the Bidder under this Tender and the Contract.
- 23.2. Neither the Bidder nor any of its subcontractors may at any time be connected with the Company or its employees or its consultants.
- 23.3. The Bid shall not be prepared in collusion with any other Bidder participating in the Tender nor with any affiliate thereof.
- 23.4. A Bidder may not submit and may not be involved – directly or indirectly – in the submission of more than one Bid. Without derogating the above a Bidder, its Parent Company and its Subsidiaries may only submit one Bid in the Tender.
- 23.5. A Bidder which anticipates that any of its affiliates as defined in Clause 2.1.3 above ("**Sisters Companies**") might submit a Bid in the Tender shall fill and submit with its Bid a declaration in the form attached as **Annex A6**.
- 23.6. A Bidder shall not be entitled to reveal the details of its Bid to others in general and to the other Bidders in this Tender in particular and/or to engage in any action of collusion and/or manipulation.
- 23.7. A Bidder that shall enter a Contract for the manufacture and supply of Ball Valves pursuant to any future RFQ or other procedure, will refrain from any activity that might constitute a conflict of interest in the execution of its duties under the terms of the Contract, and shall undertake that all of its employees, subcontractors and representatives will refrain from any activity or association that might involve such a conflict of interest, directly or indirectly. The Bidder shall notify the Company immediately should any conflict of interest develop or arise or may potentially develop or arise, either for itself or for any of its employees, subcontractors or representatives.
- 23.8. Without derogating of the above, Bidders and Approved Suppliers (as applicable) shall comply at all times with its declarations and undertaking regarding conflict of interests as detailed in **Annex A8** of the Contract (as integral part of this Tender).

- 23.9. Bidders and Approved Suppliers (as applicable) shall comply at all times with the ethical code of the Company as published at the Company site ([www.ingl.co.il](http://www.ingl.co.il)).

## **24. General Prerogatives of the Company**

- 24.1. Notwithstanding anything to the contrary in this Tender, where the Company deems it necessary for the benefit of the Tender process and/or for the benefit of the Company, it may, at its sole discretion, alter any of the requirements and/or instructions contained in the Tender Documents, as it may find appropriate.
- 24.2. The Company reserves the right to modify, update or restrict any of the provisions of the Tender Documents ("**Amendment**").
- 24.3. Amendments shall be made by written addenda that shall be furnished to the registered Bidders. These addenda shall constitute an integral part of the Tender terms. No Amendment shall be binding, unless it has been issued within a written addendum on behalf of the Company. Without derogating from the validity of the addendum, the Bidder shall acknowledge its receipt by a return e-mail as shall be provided for in each addendum.
- 24.4. Notwithstanding any right granted to the Company pursuant to the Tender Documents or pursuant to any applicable law, the Company may at its sole discretion:
- 24.4.1. Cancel the Tender, at any time and/or unconditionally reject any or all of the Bids without thereby incurring any liability to the affected Bidder or Bidders, including without limitation, decide not to enter into the Contract with any Bidder.
- 24.4.2. Request additional information and/or clarifications from any of the Bidders.
- 24.4.3. Accept Bids that are not fully compliant due to default or lack of information and/or exonerate technical defects that shall appear in the Bid bona fide, in which case the Company may, but is not required to, ask a Bidder to amend such default or defects in its Bid and resubmit the Bid including, without limitation, in the framework of negotiations held with the Bidders .



- 24.4.4. Without derogating from its rights pursuant to the Tender and/or any law, the Company shall be entitled to disqualify Bids if they are lacking, misleading, unreasonable, manipulative or based on incorrect assumptions or misapprehension.
- 24.4.5. Without derogating from its rights pursuant to the Tender and/or to any law, the Company shall be entitled to correct or modify typographical errors or arithmetical errors that shall be detected in the Bids. The corrections shall be exercised during the examination of the Bids by the Company and shall be recorded in writing whereby the notice of the modification shall be delivered to the Bidder.
- 24.4.6. Award a provisional score to any Bidder for any of the evaluation criteria, subject to the receipt of all required documentation from such Bidder.
- 24.4.7. Conduct an independent inquiry or investigation regarding any matter connected with the Tender process, including, without limitation, with regard to Threshold Requirements, evaluation criteria, financial strength, technical expertise and experience of any Bidder.
- 24.4.8. Provided that the Company allowed the affected Bidder an opportunity to present arguments (either written or oral) in support of its Bid, reject any Bid with respect to which the Company concludes, at its sole discretion, that the information supplied in the Bid, including, without limitation, information regarding the financial strength and/or technical capabilities of the Bidder, does not accurately reflect the actual ability of the Bidder.
- 24.4.9. Where a Bidder submits or presents any Deviation, whether in its Bid, during negotiations or in any other stage of the Tender Process, the Company may act as it deems appropriate, including without limitation, in any one or more of the following ways:
- 24.4.9.1. It may provisionally ignore all or part of a Deviation and, notwithstanding anything stated to the contrary in the Bid, evaluate such Bid without taking into account such Deviation, and as a condition to the awarding of the Contract or Purchase



Order, require the Bidder to conform to all the requirements of the Tender as amended;

24.4.9.2. It may view all or part of a Deviation as errors which do not conflict with the principle of equality;

24.4.9.3. It may require the Bidder to correct all or part of the deviations;

24.4.9.4. It may disqualify the Bid.

## 24.5. Selection of an Eligible Bidder

24.5.1. The Company, at its sole discretion, shall be entitled to select an Approved Supplier which Quotation to any of the Batches has been ranked second best as an Eligible Bidder.

24.5.2. The Quotation of an Approved Supplier that had been elected as an Eligible Bidder shall remain in force and shall bind it for an additional period of 6 months from the date of receiving Company's notice of its election as aforesaid.

24.5.3. In the event that the engagement with the Successful Bidder is not carried out and/or canceled, for any reason, and as long as the Eligible Bidder Quotation is in force as aforesaid or if such period as elapsed the Eligible Bidder expressed its consent, the Company may, at its sole discretion, engage such Eligible Bidder in accordance with the conditions of the Tender.

## 25. Disqualification of Bid

25.1. Without derogating from the Company's rights and authorities under the Tender and under law, the following conditions and events may lead to disqualification of a Bidder, at the Company's sole discretion, at any stage during the Tender or after, during the Qualification Period. The disqualifying conditions and events apply both to the Bidders, their shareholders and to parent entities (hereinafter in this Clause jointly referred to as "**Bidder**").

25.1.1. The commencement of bankruptcy, receivership, liquidation or reorganization, reconstruction or composition of creditors proceedings against the Bidder or a similar situation, unless such proceedings are

discharged within a reasonable period of time, as determined by the Company, at its sole discretion, or if an interim or permanent receiver, liquidator, administrator or examiner or similar officer is appointed over the Bidder and/or the assets thereof, or if the Bidder has become insolvent.

- 25.1.2. The commencement of any voluntary action for the liquidation of the Bidder except for the purposes of merger or reconstruction on terms approved by the Company in writing.
- 25.1.3. Commencement of any legal proceedings, which allegedly relate to an offence, which in the Company's opinion, affects the integrity of the Bidder.
- 25.1.4. Commitment of a grave error by any Bidder in the performance of its profession.
- 25.1.5. Employment of or engagement with a consultant or an expert, who was/is employed by the Company and/or any other relevant authority in relation to the Company without the prior written approval of the Company.
- 25.1.6. Participation of a Bidder or an interested party therein, that is suspected of being involved in criminal activity or of being hostile to the State of Israel and/or that is a resident of a country which does not have diplomatic relations with the State of Israel.
- 25.1.7. The existence of a material conflict of interest in a Bidder or any interested party therein.
- 25.1.8. Any event or change in circumstances in the Bidder, which may adversely affect the Bidder's capacity to be approved as a Bidder.
- 25.1.9. Any material breach of the provisions of the Tender, including the submission of any false or incomplete information.
- 25.1.10. Any other event or circumstances which the Company shall consider, at its sole discretion, as justifying disqualification of any Bidder.

25.2. In the event that any of the above conditions or events occurs, the Company reserves the right to impose upon a Bidder any instructions as a condition for its participation in the Tender.

## **26. Property Rights of the Company**

The Tender Documents are the property of the Company and are issued to the Bidders for the purpose of participation in this Tender process only. No use may be made of the Tender Documents by the Bidders apart from this purpose.

## **27. Expenses Borne for Participation in the Tender**

The Bidders alone shall bear the expenses of their participation in the Tender process and shall not be entitled to any compensation from the Company for these expenses.

## **28. Industrial Cooperation Undertaking**

28.1. The Tender and any Purchase Order to be issued pursuant to the Tender are subject to the regulation and supervision of the Industrial Cooperation Authority (the "ICA"), in accordance with the Mandatory Tender Regulations (Mandatory Business Cooperation) 2007 and in accordance with the Mandatory Tender Regulations (Preference for Israeli Products) 1995 (the "ICA Regulations").

28.2. The Bidders undertake to comply with all the relevant conditions and ICA Regulations and shall fill and submit as part any future RFQ procedure the ICA standard form, a sample of which is attached hereto as **Annexes A12(1) – (2)**.

28.3. Without derogating of the authority and rights vested with the ICA under the ICA Regulations, the Company and/or the ICA have the right at all times during the Qualification Period, to request any information and explanations from the Bidders in order to verify that the Bidder is in compliance with the ICA Regulations. The Bidders will comply with any such requests from the ICA.

28.4. The Company has the right to instruct a Bidder to amend its Bid and/or Quotation, clarify it or change it, in order that such Bid/Quotation will comply with the requirements of the ICA as well as disqualify a Bid/Quotation or a Bidder that will not comply with the requirements of the ICA.

28.5. A Bidder will not have the right to request the disqualification of another Bidder due to any matters regarding the ICA or the ICA Regulations.

28.6. Clarifications regarding the Bidder's Industrial Cooperation Obligations and **Annex A12(1) – (2)** of the Tender, should be directly addressed by the Bidders to the Industrial Cooperation Authority (ICA) which its contact details can be found at <https://ica.gov.il/eng/Pages/default.aspx>.

## **29. Governing Law and jurisdiction**

29.1. This process is subject to the laws of the State of Israel solely, as they shall be formulated from time to time.

29.2. Any matter related to this Tender, the Contract and any Purchase Order, including future Purchase Orders or engagements, shall be adjudicated only in the authorized courts of the city of Tel Aviv-Jaffa.

## **30. Addresses of the Parties and Method for Sending Notifications**

30.1. The address of the Company is as detailed above. The addresses of the Bidders shall be considered as the addresses specified the contact details form (**Annex A1**) submitted by them and, after the submission of the Bids, the addresses specified in their Bids.

30.2. Each notice that shall be sent by the Company to the address of the Bidders or to the contact person on their behalf by registered mail, shall be considered to have been received by the Bidders within three business days of the date of sending; if sent by facsimile or by electronic mail it shall be considered to have been received by the Bidders on the business day following the day it was sent; and if delivered personally - at the time of delivery.

In Witness Whereof, the parties hereto have signed this Tender:

Name of Bidder	Bidder's authorized representative	Signature & Stamp
	By: Title: Date:	
	By: Title: Date:	

## Annex A1 - Contact Details and Undertaking of Confidentiality

**Tender No. INGL/TENDER/2019/17**

Date: .....

To:

Israel Natural Gas Lines Company Ltd.

Atidim Tower

Tel-Aviv, Israel

### 1. Details of the Bidder

- Name of Corporation: \_\_\_\_\_
- Number of Corporation: \_\_\_\_\_
- Address: \_\_\_\_\_
- Telephone: \_\_\_\_\_
- Fax No.: \_\_\_\_\_
- E-mail: \_\_\_\_\_

### 2. Contact Person on behalf of the Bidder

The authorized Contact Person on behalf of the Bidder for all matters relating to this Tender is:

- Name and Surname: \_\_\_\_\_
- Address: \_\_\_\_\_
- Telephone Number: \_\_\_\_\_
- Mobile phone number: \_\_\_\_\_
- Fax number: \_\_\_\_\_
- E-mail: \_\_\_\_\_

### 3. Undertaking of Confidentiality

We, the undersigned hereby undertake to keep confidential all information, whether written or oral, concerning the Tender that we shall receive as part of the Tender and not to use such information for any purpose other than the participation in the Tender.

In Witness Whereof the parties hereto have signed this Tender on behalf of the Bidder:

Name of Bidder	Bidder's authorized representative	Signature & Stamp
	By: Position: Date:	
	By: Position: Date:	

## Annex A2 - OECD Member Countries

**Tender No. INGL/TENDER/2019/17**

(As defined by the World Bank)

(\*\*) **High** Income OECD country

**	Australia	**	South Korea
**	Austria	**	Latvia
**	Belgium	**	Lithuania
**	Canada	**	Luxembourg
**	Chile		Mexico
**	Czech Republic	**	Netherlands
**	Denmark	**	New Zealand
**	Estonia	**	Norway
**	Finland	**	Poland
**	France	**	Portugal
**	Germany	**	Slovak Republic
**	Greece	**	Slovenia
**	Hungary	**	Spain
**	Iceland	**	Sweden
**	Ireland	**	Switzerland
**	Israel		Turkey
**	Italy	**	United Kingdom
**	Japan	**	United States

**Annex A3 - Declaration, Warranty & Undertaking**  
**Tender No. INGL/TENDER/2019/17**

To: Israel Natural Gas Lines Company Ltd.  
Atidim Tower, Tel-Aviv, Israel

All capitalized terms not defined herein shall have the meaning attributed to them in the Tender.

We the undersigned: \_\_\_\_\_  
*[insert Bidder's name]* (hereinafter the “**Bidder**”) hereby declare, warrant and undertake, to the Company as follows:

1. We execute this document as part of the materials comprising the Bid for the Tender. Our Bid and Quotation shall remain valid and in full force and effect for the time period set forth in the Tender. We further agree that if you choose to elect us as an Eligible Bidder our Quotation shall remain in force and bind us for an additional period as provided in the Tender.
2. We have received and diligently reviewed all of the Tender Documents, including the Contract and all annexes and attachments thereto and consent to all of the terms and conditions set forth therein. We have understood the contents of the Tender Documents in their entirety, and submit our Bid in accordance with the terms and provisions contained therein. We further declare that we agree to all of the provisions in the Tender Documents, are not operating under any misunderstandings concerning all that is set forth in our Bid and/or any of the Tender Documents, and undertake to be bound by all the normative provisions contained therein.
3. We represent and warrant that we have no claims with regard to misunderstandings, confusion or conflict of provisions with regard to any of the provisions of the Tender Documents and/or with regard to the evaluation criteria and procedures for choosing the Approved Suppliers, and that to the extent that we had such claims, we submitted such claims prior to the Last Submission Deadline. Where we have not made such claims by the Last Submission Deadline we shall be deemed to have waived any such claims.



4. We represent that no actions have been taken against us for bankruptcy or liquidation proceedings, we have not initiated bankruptcy or liquidation proceedings ourselves and have not frozen proceedings, no receivership injunction or liquidation injunction or freezing of proceedings injunction has been issued against us, including temporary injunctions, no receiver or trustee or special director has been appointed, either temporarily or permanently, we have not reached a settlement with creditors and it has not been recommended to us that we reach a settlement with creditors as aforementioned, and no similar actions have been taken against us and no similar appointments have been made.
5. We hereby irrevocably waive any claim, suit or cause of action arising from or related to any damage or expense incurred as a result of (i) failure by the Bidder to be selected as an Approved Supplier in the Tender Process; or (ii) failure by the Bidder to be selected as an successful Supplier for the manufacture and supply of the Ball Valves or any of them; or (iii) any other action taken by the Company in connection with the Tender Process.
6. We acknowledge that we are aware of the urgency and public importance of the Tender and we accordingly undertake that in any event we shall not undertake any legal action intended to delay, postpone or halt the Tender Process or the execution of any of the Purchase Orders under it and we shall be deemed to have waived any such claims.
7. We warrant that (i) our Bid is accurate, complete and up-to-date at time of submission, in accordance with the requirements of the Instructions to Bidders and Annexes thereto and the Bidder's best professional judgment; and (ii) that our Bid is fully compliant with all terms and provisions of the Tender Documents including, without limitation, terms and provisions regarding the standard and manner of execution; and (iii) our Bid is a complete and integrated whole including within it all services required by the Tender Documents.
8. We warrant that the Bid has not been prepared in collusion with any other Bidder participating in the Tender Process.
9. We warrant that we are legally entitled to use and transfer all information, know-how, trade secrets, patents and/or other intellectual property contained in the Bid.
10. We acknowledge and agree (i) that our signatures on the Bid, the Contract and any other of the Tender Documents shall fully bind us with regard thereto; and that (ii) we shall have no claim, suit or cause of action with regard thereto.

In Witness Whereof, the parties hereto have signed this Annex A3 - Declaration, Warranty and Undertaking on behalf of the Bidder:

Name of Bidder	Bidder's authorized representative	Signature & Stamp
	By: Position: Date:	
	By: Position: Date:	

Not For Submission

**Annex A4 – Legal Opinion**  
**Tender No. INGL/TENDER/2019/17**

To Israel Natural Gas Lines Company Ltd.  
Atidim Tower, Tel-Aviv, Israel

In accordance with the requirements of Tender no. **INGL/TENDER/2019/17**, I, the undersigned, Advocate \_\_\_\_\_ License No. \_\_\_\_\_ of \_\_\_\_\_, hereby affirm that the signatures of \_\_\_\_\_

*[insert Bidder's name]* on the Declaration, Warranty and Undertaking, the power of Attorney for the Authorized Representative and on any other of the documents signed by the Bidder, as submitted with the Bid, have been executed according to all applicable laws and regulations and according to the incorporation documents of the Bidder and are binding on the Bidder, and that there is no need for any further legal proceeding in order to give legal force to any of the undertakings made by them.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Annex A5 –Affidavit regarding Non- Payment of "Brokerage Fees" and Non  
Employment of Company Consultants  
Tender No. INGL/TENDER/2019/17**

In addition to the obligations and prohibitions imposed on us pursuant to the law, including the Penal Code-1977, we the undersigned hereby undertake and declare the following in the name of \_\_\_\_\_ [insert name of Bidder] and within our Bid for Tender No. **INGL/TENDER/2019/17** (hereinafter: "**the Tender**");

1. Not to propose and/or give and/or receive, either directly and/or indirectly, any benefit and/or money and/or anything of value with the objective of influencing directly or indirectly the decision and/or act and/or omission of Israel Natural Gas Lines Ltd (hereinafter: "**the Company**") or a position holder in the Company and/or an employee of the Company and/or a representative thereof and/or any other entity, with respect to the Tender and/or for any contract derived from it.
2. Not to lobby and/or cooperate, either directly or indirectly, with any functionary of the Company and/or employee of the Company and/or its representative and/or any other entity in order to receive confidential/secret information regarding the Tender and/or any contract/request derived from it.
3. Not to lobby and/or cooperate, directly or indirectly, with a functionary of the Company and/or employee of the Company and/or its representative and/or any other entity with the objective of determining prices in an artificial and/or non-competitive manner.
4. We have not acted against the aforementioned in Clauses 1 - 3 within the Tender process and/or any contract derived from it.
5. We have not communicated with and not been assisted directly or indirectly, by any of the consultants of the Company as detailed in the Tender for the objectives of the Tender.
6. In the event that there shall be a reasonable suspicion that we have acted in contradiction to the above, we are aware that the Company reserves the right, pursuant to its sole discretion, not to include us in the Tender process for which there is suspicion that such an act has occurred and/or not to accept our Bid in the Tender and/or to cancel at any time whatsoever the contract derived from the Tender.

7. We shall bring the contents of this Annex to the knowledge of our employees, our representatives, our agents and anyone on our behalf who are involved in any way whatsoever in the Tender and/or the Contract derived from it.

In witness whereof the undersigned have signed on behalf of the Bidder:

Name of Bidder	Bidder's authorized representative	Signature & Stamp
	By: Title: Date:	
	By: Title: Date:	

## Annex A6 – Declaration regarding Sister Companies

**Tender No. INGL/TENDER/2019/17**

We, the undersigned \_\_\_\_\_ *[Insert name of the Bidder]* (the "Bidder") as integral part of our Bid submitted to the International Public Tender for the Manufacture and Supply of Ball Valves (INGL/TENDER/2019/17) (doc. no. 397389) (the "**Tender**") hereby declare and undertake as follows:

\*The capital terms hereinafter shall have the meaning provided to them in the Invitation to Bid in the Tender.

1. We anticipate that \_\_\_\_\_ *[Insert name]* of \_\_\_\_\_ *[Insert address]* and/or \_\_\_\_\_ *[Insert name]* of \_\_\_\_\_ *[Insert address]* which is/are our Sister Company/ies (as such term defined in Clause 23.5 in the Invitation to Bid in the Tender) might submit a bid in the Tender (hereinafter: the "**Sister Company**").

2. We declare that the Bidder and the Sister Company are each separately incorporated. The relations of ownership between the Bidder and the Sister Company are as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. The Bidder, its officers, employees, agents and any other person on its behalf didn't and will not communicate, cooperate and/or coordinate – directly or indirectly - with the Sister Company in any way in relation to the Tender including the preparation and submission of our Bid, any of the Tender procedures, future RFQs that will be published within the Tender's scope, the manufacture and/or supply of the Ball Valves within the Tender's scope.

[Remainder of page shall remain blank]

In Witness whereof, the parties hereto have signed this Declaration on behalf of the Company:

Name of Bidder	Bidder's authorized representative	Signature & Stamp
	By: Title: Date:	
	By: Title: Date:	

The undersigned, as legal counsel to the above Bidder, hereby confirms that this document has been duly signed on behalf of the Bidder by authorized signatories whose signatures are binding upon the Bidder and that the Sister Company is a Sister Company (as defined in the Invitation to Bid in the Tender) of the Bidder.

Sincerely,

Attorney's signature:

Name of Attorney:

License number:

Address:

Telephone:

Date:

## Annex A7 – Declarations regarding Qualifications & Capabilities

**Tender No. INGL/TENDER/2019/17**

We, the undersigned \_\_\_\_\_ *[Insert name of the Bidder, Subsidiary or Affiliate as applicable]* hereby declare as follows, as integral part of our Bid submitted to the International Public Tender for the Manufacture and Supply of Ball Valves in Tender (INGL/TENDER/2019/17):

1. The Bidder held as of the beginning of 2012 and currently has in place a valid API 6D certificate indicating the Bidder's capability to manufacture ball valves.
2. We are a manufacturer of Ball Valves for high pressure (of at least 80 bar) natural gas transmission at least since the year 2012.
3. We are in full compliance with the NEN3650 Dutch standard, including compliance with all of the requirements and specifications set forth in the technical Tender Documents.
4. We have in place a management system that is certified as ISO 9001 compliant or an applied management system that meets the ISO 9001 certification requirements **(copies of certificates to be attached)**.

In Witness whereof, the parties hereto have signed this Declaration on behalf of the Company:

Name of Company	Company's authorized representative	Signature & Stamp
	By: Title: Date:	
	By: Title: Date:	



### Annex A8 – Threshold Requirements, Past Experience

- Please check the relevant "check box" and insert the additional details requested, **including the Supplier's full name**.
- The tables below can be copied and used by the Bidder to present more quantities of ball valves manufactured and supplied.
- **The information shall refer at least to the aggregate quantity of ball valves requested in the Threshold Requirement as a minimum only.**

(1) **Ball Valves manufacturer's full name** *[Insert details]*: \_\_\_\_\_

(2) **Ball Valves manufacturer's Plant in High Income OECD member Country & City** *[Insert details]*: \_\_\_\_\_

(3) **Parts of Ball Valves manufactured by the Bidder:** \_\_\_\_\_

(4) The Bidder manufactured and supplied, during the period as of January 1, 2014 until the Last Submission Deadline (the "**Presented Period**"), Ball Valves meeting all the following criteria:

(a) the Ball Valves designed as "class 600" and for pressure of at least 70 bar;

(b) the supply during the Presented Period included **at least 50 Ball valves** in a **diameter equal to or greater than 18 inch**, from which **at least 15 Ball valves** were in a **diameter equal to or greater than 30 inch**.

(5) the ball valves were manufactured by the Bidder (a) at its plant located in current High Income OECD Member countries; **and (b) were supplied (directly or indirectly) for the use in a natural gas transmission system or project, located in current OECD Country.**

\* "**Ball valves**" shall mean fully welded body, double block and bleed and below ground type of valves.

\* For compliance: assembly only of Ball Valves from parts manufactured by others shall **not** be recognized as "**Manufacturing**".

Purchase order general Information	Purchase order details - Ball Valve size (inch diameter), Below ground, Fully welded body, quantity of seam welds, Double Block and Bleed, Quantity (Qty) (pcs), Class, Design Pressure (DP) (bars)								• End user of the Ball Valves • Client's Name, Contact & Country
	Inch Diameter	below ground	Fully Welded body	Quantity of seam welds	Double block and bleed	Class	DP (bars)	QTY (pcs)	
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				

Purchase order general Information	Purchase order details - Ball Valve size (inch diameter), Below ground, Fully welded body, quantity of seam welds, Double Block and Bleed, Quantity (Qty) (pcs), Class, Design Pressure (DP) (bars)								<ul style="list-style-type: none"> <li>• End user of the Ball Valves</li> <li>• Client's Name, Contact &amp; Country</li> </ul>
	Inch Diameter	below ground	Fully Welded body	Quantity of seam welds	Double block and bleed	Class	DP (bars)	QTY (pcs)	
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				

Purchase order general Information	Purchase order details - Ball Valve size (inch diameter), Below ground, Fully welded body, quantity of seam welds, Double Block and Bleed, Quantity (Qty) (pcs), Class, Design Pressure (DP) (bars)								• End user of the Ball Valves • Client's Name, Contact & Country
	Inch Diameter	below ground	Fully Welded body	Quantity of seam welds	Double block and bleed	Class	DP (bars)	QTY (pcs)	
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No				

**Bidder's Confirmation**

We, the undersigned, confirm the above details, on behalf of \_\_\_\_\_ [Insert Bidder's name] (the "**Bidder**"):

By: \_\_\_\_\_ Title: \_\_\_\_\_ Signature & Stamp: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Signature & Stamp: \_\_\_\_\_ Date: \_\_\_\_\_

**Annex A9 – Financial Capabilities**  
**Tender No. INGL/TENDER/2019/17**

We, the undersigned, being the independent certified public accountants of

---

*[insert Bidder's name]*, (the "**Bidder**") hereby confirm as follows:

[check the relevant box/es]

- ☐ The Bidder's **last** audited financial statements was for the year 2017.
- ☐ The Bidder's **last** audited financial statements was for the year 2018.
- ☐ The Bidder has an interim financial report.

The Bidder's **last** audited financial statements does not include a "Going Concern" notice.

The last audited financial statements, and if exist the Bidder's most recent interim financial report,

**Attached.**

Full Name:

Title:

Date:

Signature & Stamp:

**Annex A10 – Irrevocable Power of Attorney for Bidder's Authorized Representative**  
**Tender No. INGL/TENDER/2019/17**

To: Israel Natural Gas Lines Company Ltd.

Atidim Tower, Tel-Aviv, Israel

We, the undersigned

Name of Bidder	Parent Company (if applicable)

hereby appoint and empower \_\_\_\_\_  
*[insert Bidder's name]* to be the Authorized Representative of  
 \_\_\_\_\_ *[insert Bidder's name]*

(hereinafter: the “**Bidder**”) and to perform and/or sign on our behalf, throughout the Tender Process,  
 all or any of the actions, matters, agreements and/or documents set forth hereinafter:

1. To receive on behalf of the Bidder all Tender Documents and all documents and other material which may be issued by the Company to the Bidders throughout the Tender Process.
2. To submit, on behalf of the Bidder, to the Company, all requests for clarification, proposed amendments and other inputs which the Company may require from the Bidder from time to time throughout the Tender Process.
3. To give the Bidder’s consent to changes of schedule and/or other conditions of the Tender Process which may be required by the Company from time to time throughout the Tender Process.
4. To appear in the name of the Bidder and on its/their behalf before the Company and/or any representative of the Company, in all matters, including and in addition to those set forth herein, affecting or connected with the Tender Process, and to sign and execute any document before the Company and/or its representatives on behalf of the Bidder, and to perform all actions and matters which are required of the Authorized Representative of the Bidder to

perform in accordance with the Tender Documents, and/or which may be required of the Authorized Representative by the Company.

5. This Power of Attorney may not be revoked, transferred or changed in any way without the prior written approval of the Company.

We hereby undertake to confirm and uphold any act or matter which our Authorized Representative shall do or cause by virtue of this power of attorney.

All capitalized terms not defined herein shall have the meaning attributed to them in the

**International Public Tender for the Manufacture and Supply of Ball Valves (Tender No. INGL/TENDER/2019/17).**

In Witness whereof, the parties hereto have signed this power of attorney:

Name of Bidder	Bidder's authorized representative	Signature & Stamp
	By: Position: Date:	
	By: Position: Date:	
	By: Position: Date:	

**Annex A11 – Israeli Bidder Affidavit**

**Tender No. INGL/TENDER/2019/17**

**תצהיר לפי חוק עסקאות גופים ציבוריים, תשל"ו - 1976**

אני הח"מ, \_\_\_\_\_ ת.ז. \_\_\_\_\_, לאחר שהוזהרתי כי עלי להצהיר את האמת וכי אהיה צפוי/ה לעונשים הקבועים בחוק באם לא אעשה כן, מצהיר/ה בזאת כדלקמן:

1. הנני משמש בתפקיד \_\_\_\_\_ ב- \_\_\_\_\_ (להלן: "המשתתף")

2. הנני מוסמך ליתן תצהיר זה מטעם המשתתף.

3. יש לסמן את הסעיף הרלוונטי מבין האמורים להלן:

☐ המשתתף או בעל זיקה אליו\* לא הורשעו\*\* ביותר משתי עבירות\*\*\*;

☐ המשתתף או בעל זיקה אליו הורשעו ביותר משתי עבירות, אך במועד האחרון להגשת הצעות במכרז חלפה שנה אחת לפחות ממועד ההרשעה האחרונה.

\* "בעל זיקה" – כהגדרתו בסעיף 2ב(א) לחוק עסקאות גופים ציבוריים, תשל"ו – 1976.

\*\* "הורשע" – הורשע בפסק דין חלוט בעבירה שנעברה לאחר יום 31.10.02.

\*\*\* "עבירה" – עבירה לפי חוק שכר מינימום, התשמ"ז - 1987 או עבירה לפי חוק עובדים זרים (איסור העסקה שלא כדין והבטחת תנאים הוגנים), התשנ"א – 1991 ולעניין עסקאות לקבלת שירות כהגדרתו בסעיף 2 לחוק להגברת האכיפה של דיני העבודה, התשע"ב – 2011, גם עבירה על הוראות החיקוקים המנויות בתוספת השלישית לאותו חוק.

4. יש לסמן את הסעיף הרלוונטי מבין האמורים להלן:

☐ חלופה א' – הוראות סעיף 9 לחוק שוויון זכויות לאנשים עם מוגבלות, התשנ"ח – 1998 (להלן: "חוק שוויון זכויות") אינן חלות על המשתתף.

☐ חלופה ב' – הוראות סעיף 9 לחוק שוויון זכויות חלות על המשתתף והוא מקיים אותן.

5. למשתתף שסימן את חלופה ב' בסעיף ב' לעיל – יש להמשיך ולסמן בחלופות המשנה הרלוונטיות להלן:

☐ חלופה (1) – המשתתף מעסיק פחות מ- 100 עובדים.

☐ חלופה (2) – המשתתף מעסיק 100 עובדים לפחות, והוא מתחייב לפנות למנכ"ל משרד העבודה הרווחה, והשירותים החברתיים לשם בחינת יישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, ובמידת הצורך – לשם קבלת הנחיות בקשר ליישומן.

במקרה שהמשתתף התחייב בעבר לפנות למנכ"ל משרד העבודה הרווחה, והשירותים החברתיים לפי הוראות חלופה (2) לעיל, ונעשתה עמו התקשרות שלגביה הוא תחייב כאמור באותה חלופה (2) – הוא מצהיר כי פנה כנדרש ממנו, ואם קיבל הנחיות ליישום חובותיו לפי סעיף 9 לחוק שוויון זכויות, הוא גם פעל ליישומן.

6. למשתתף שסימן את חלופה ב' לעיל- המשתתף מתחייב להעביר העתק מתצהיר זה למנכ"ל משרד העבודה והרווחה והשירותים החברתיים בתוך 30 ימים ממועד התקשרותו עם המועצה (ככל שתהיה התקשרות כאמור)

7. הנני מצהיר/ה כי זהו שמי, זו חתימתי ותוכן תצהירי אמת.

\_\_\_\_\_  
חתימת המצהיר

#### אימות חתימה

אני הח"מ \_\_\_\_\_, עו"ד (מ.ר. \_\_\_\_\_), מאשר בזאת כי ביום \_\_\_\_\_ הופיע/ה בפני מר/גב' \_\_\_\_\_ ת.ז. \_\_\_\_\_, ולאחר שהזרתיו/ה כי עליו/ה להצהיר את האמת וכי יהא/תהא צפוי/ה לעונשים הקבועים בחוק אם לא יעשה/תעשה כן, אישר/ה בפני את תוכן תצהירו/ה לעיל בחתמו/ה עליו בפני.

\_\_\_\_\_  
עו"ד

\_\_\_\_\_  
תאריך



**Annex A12(1) – Binding Undertaking by Foreign Supplier**  
**INGL/TENDER/2019/17**

**BINDING UNDERTAKINGS BY FOREIGN SUPPLIER**

This Binding Undertakings Instrument ("**Undertaking**") is made as of [\_\_\_\_\_] [Date], by [\_\_\_\_\_] [Name] a corporation duly incorporated and existing under the laws of [\_\_\_\_\_] [Place of incorporation], company number [\_\_\_\_\_] with address at \_\_\_\_\_ ("**Supplier**").

**Whereas**, according to the Israeli Mandatory Bidding Regulations (Mandatory Industrial Cooperation) of 2007 a Foreign Supplier who participates in a procurement process conducted by Buyer (as such term is defined below), or otherwise engages Buyer, for the purpose of acquisition by Buyer of goods, equipment, services or work, at a value as defined under the Regulations, is required to engage in industrial cooperation activity in Israel; and -

**Whereas**, the Supplier, is a Foreign Supplier (as such term is defined below) and participates in a procurement process number **INGL/TENDER/2019/17** issued by **Israeli Natural Gas Lines Company Ltd.** (the "**Buyer**") for the **International Public Tender for the Manufacture and Supply of Ball Valves** (the "**Tender**") or otherwise wishes to engage with Buyer for the supply of goods, equipment, services or work; and -

**Whereas**, Supplier hereby undertakes that, should it be awarded in the framework of the Tender (or otherwise contract with Buyer), Supplier shall conduct such industrial cooperation in such nature and scope as set forth in this binding Undertaking, including appendices thereof.

**THEREFORE**, in consideration of these premises, I, the undersigned Supplier, hereby declare, warrant and undertake towards the State of Israel (represented for the purposes hereof by the ICA (as such term is defined below)), as follows:

**1. PREAMBLE, INTERPRETATION AND DEFINITIONS**

- 1.1 The preamble and Schedules to this Undertaking and the Appendices attached hereto constitute integral parts hereof.
- 1.2 Section headings have been included in this Undertaking for convenience of reference only and shall not be used for the interpretation thereof and in no way alter, modify, amend, limit, or restrict any contractual obligations of the Supplier hereunder.
- 1.3 This binding Undertaking is provided in accordance with Israeli Statute and Regulations (as such terms are defined below) and the ICA Guidelines as presented in the official website of the ICA.
- 1.4 Terms used herein and not otherwise defined shall have the same meaning as ascribed thereto in Statute or Regulations.

Without derogating from the above, in this Undertaking, the following terms shall have the meaning ascribed thereto below:

"**Buyer**" as defined in the preamble to this Undertaking above.

**"Contract"** shall mean the procurement contract between the Buyer and the Supplier which shall be entered into between Buyer and Supplier should the Supplier be awarded in the framework of the Tender, or otherwise, for the purpose of acquisition by Buyer from Supplier of goods, equipment, services or work.

**"Contract Value"** – the total considerations to be paid to Supplier in the framework of the Contract or in relation thereto, including taxes, levies, fees, insurance and transportation costs, and - in respect of imported goods - their CIF price in an Israeli port, including taxes, levies, fees, insurance and transportation costs, all - without giving effect to any deductions, set-offs or fines. Contract Value includes, without limitation – (1) any payment which, under the Contract, the Buyer is required to pay to Supplier and Supplier is required to transfer to another; (2) any payments which any third party is required to pay to Supplier, by virtue of the Contract; (3) any payments, including payments as stated in paragraphs (1) or (2) above included in any option of Buyer under the Contract; (4) any continuation contract in excess of USD 500,000 that is made within a period of 5 years from the date of the Contract; and (5) any acquisition of spare parts, training activities, maintenance, technical assistance, guarantees etc. procured in the framework of the Contract or in relation thereto.

**"Foreign supplier"** – a manufacturer, supplier or importer of imported goods or a supplier of work that is not performed in Israel, whether himself or by means of others. For the purpose of this undertaking and subject to its terms and conditions, importer of imported goods and their manufacturer are considered jointly and severally a Foreign Supplier.

For the removal of doubt, the Foreign Supplier's Subsidiaries or affiliates shall be considered as Foreign Supplier, For the purpose of this undertaking.

**"Subsidiary"** - a company in which the Foreign Supplier holds fifty percent or more of the nominal value of its issued share capital or of the voting power therein or is entitled to appoint fifty percent or more of its directors.

**"Affiliate"** – a company in which another company - which is not a parent company thereof - holds twenty-five percent or more of the nominal value of its issued share capital or of the voting power therein or is entitled to appoint twenty-five percent or more of its directors;

**"Israeli made Goods"** - goods made in Israel or in the Area (as such term is defined under the Statute) by a producer who is an Israeli citizen, or a permanent resident of Israel, or a body corporate registered in Israel, on condition that the price of their Israel content constitutes at least 35% of the proposed price, all – as defined under the Regulations. Goods manufactured outside of the State of Israel may only be recognized as Israeli-Made Goods at the prior written approval of ICA and under the terms and conditions as defined under the Regulations.

**"ICA"** shall mean The Foreign Investments and Industrial Cooperation Authority operating in the Ministry of Economy and Industry.

**"Industrial Cooperation"** shall mean the business activities in Israel as set forth in section 4 of the Regulation.

**"Local Subcontracting"** shall mean the execution of contract/s to purchase Israeli Made Goods (as such term is defined under the Regulations), or to procure Works or services in Israel (as such term is defined under the Regulations), all - for the purpose of performing the Supplier's undertakings under the Contract.

**"Regulations"** shall mean the Mandatory Bidding Regulations (Mandatory Industrial Cooperation) of 2007, a curtesy translation to English thereof are presented in the official website of the ICA.

For the removal of doubt, in any case of contradiction between the provisions of the Regulations and the English translation thereof, the provisions of the Regulations shall govern.

**"Statute"** shall mean the Mandatory Bidding Law of 1992.

**"Work or Services in Israel"** - work or services executed in Israel or in the Area by an Israel citizen or by a permanent resident in Israel, or by a body corporate registered in Israel.

## 2. GENERAL

2.1 The Supplier hereby declares, warrants and undertakes towards the State of Israel (represented for the purposes hereof by the ICA), that subject to the signing of the Contract, it shall perform and put into practice Industrial Cooperation in Israel at a scope, nature and timetables as set forth in this Undertaking and the Implementation Plan (as such term is defined below) and shall fully comply with all of its undertakings hereunder.

2.2 This Binding Undertaking may further include special terms and conditions as set forth in **Appendix "A"** hereof.

## 3. EXTENT OF THE INDUSTRIAL COOPERATION

The scope of Industrial Cooperation that shall be carried out by the Supplier shall be at an amount of at least \_\_\_\_% of the Contract Value, \_\_\_\_\_ US\$ [Contract Value]. i.e. a total amount of US\$ \_\_\_\_\_ [The scope of Industrial Cooperation].

The Contract Value for the purposes of calculating the scope of Industrial Cooperation hereunder shall be adjusted, as required, in any case of a change in the Contract Value.

## 4. NATURE OF INDUSTRIAL COOPERATION

4.1 Industrial Cooperation may be conducted by means of Local Subcontracting, investments, research and development, transfer of know-how or purchase of Israeli-Made Goods (as such term is defined above), or Works or services in Israel (as such term is defined above).

Supplier undertakes to perform Local Subcontracting at a value of no less than 20% of the Contract Value.

4.2 Industrial Cooperation shall not include:

4.2.1 Expenses, including agent's commission, incurred to promote the sales of the Supplier in Israel;

4.2.2 The purchase of shares of companies that are subject to the Israeli Securities Law, 5728 - 1968 ("**Securities Law**"), at a rate at which the purchaser does not become an interested party as defined in the Securities Law; and -

4.2.3 Investments, acquisition and funding of research and development work that shall be deemed Industrial Cooperation, shall not include grants given by the Government of Israel as part of an investment program or funding.

## 5. PERIOD AND TIMETABLE

5.1 The Supplier's Industrial Cooperation undertakings hereunder shall be fully executed within the period of the Contract ("**Industrial Cooperation Period**"). Without derogating from the above,

or from any right or remedy of the ICA hereunder or at law, in any case this Undertaking shall not be terminated until full Industrial Cooperation obligations hereunder are fully complied with by Supplier.

- 5.2 The Supplier's undertakings for Industrial Cooperation hereunder shall be fulfilled at a fixed amount every year on a linear basis, unless otherwise approved by the ICA and included in the Implementation Plan.

## 6. IMPLEMENTATION PLAN

- 6.1 A comprehensive detailed implementation plan for the fulfilment of Supplier's Industrial Cooperation obligations hereunder is Attached as **Appendix "B"** ("**Implementation Plan**"). Any change or adjustment of the Implementation Plan may only be done by the prior written approval of the ICA.

The Implementation Plan shall apply to the whole period of the Contract.

- 6.2 Supplier hereby warrants and represents that the Implementation Plan reflects its good faith estimation of the business opportunities for performance of its Industrial Cooperation undertakings hereunder in scope and in timetable as defined hereunder. Such Implementation Plan was established by Supplier after thorough review and examination and in-depth survey for potential real investments or other Industrial Cooperation activities in Israel.
- 6.3 Supplier hereby undertakes that it will continue to invest efforts, using customary reasonable measures, for exploring and establishing Industrial Cooperation in Israel in accordance with its undertakings hereunder, including the use of consultation services, conducting a professional survey in Israel, visiting business entities in Israel, participating in Israeli industry conferences, etc., and shall pursue full implementation of the Industrial Cooperation as described in the Implementation Plan.
- 6.4 ICA may, at any time, require Supplier to submit clarifications, additions or modifications to the Implementation Plan, inter alia in order to reflect actual changes in Supplier's Industrial Cooperation, or in the case of a default or a potential default by Supplier (and without prejudicing from any right or remedy of ICA) – in order for Supplier to cure any such default and fully comply with its undertakings hereunder. Supplier hereby undertakes to comply with all such requirements by ICA.
- 6.5 Any industrial cooperation activity to be carried out by the Supplier which is not part of an approved Implementation Plan will be subject to ICA's prior written approval in order for it to be credited as Industrial Cooperation.

## 7. REPORTS

- 7.1 The Supplier shall submit to the ICA an annual report regarding the fulfilment of the undertakings for Industrial Cooperation stated in this Undertaking (the "**Progress Report**").
- 7.2 The Progress Report for each calendar year shall be submitted no later than March 31<sup>st</sup> of the following calendar year. ICA may, at any time, require the submission of additional Progress Reports, including in case of a default or a potential default of the Implementation Plan.
- 7.3 The Progress Report shall include the following details:
- 7.3.1 Performance against anticipated Industrial Cooperation under the Implementation Plan.
- 7.3.2 A summary of all the claims for Industrial Cooperation credits in a form attached as **Appendix "C"** hereof approved by the Supplier's independent auditor. For each one of the credit claims the Supplier shall submit a confirmation of the Israeli supplier signed by an authorized signatory, at the form included in **Appendix "C1"**.

7.3.3 Any additional information, which may be required by the ICA, regarding the activities carried out toward the fulfilment of the Supplier's undertakings.

7.4 A final report regarding the scope of the Industrial Cooperation and Local Subcontracting as actually implemented and the nature thereof shall be submitted by the Supplier, along with the approval of Supplier's auditor to such report, no later than 30 days after the end of the Industrial Cooperation Period.

## 8. BREACH BY SUPPLIER

8.1 Breach by Supplier of the provisions of Sections 2.1, 3, 4.2, 5.1, 6.2, 6.3, 7.1 or 7.4 of this Undertaking shall be considered as fundamental breach of this Undertaking.

8.2 Any other breach by Supplier of this Undertaking, which is not cured within 30 days of ICA's written demand (or an extended cure term as defined by the ICA, at its sole discretion) shall become a fundamental breach.

## 9. LIQUIDATED DAMAGES

9.1 During the Industrial Cooperation Period, the ICA will determine the following parameters, as at the end of each calendar year ("**Evaluation Date**"):

9.1.1 The Supplier's accumulated obligations for Industrial Cooperation under this Undertaking from the commencement of the Industrial Cooperation Period until the Evaluation Date.

9.1.2 The Supplier's accumulated volume of Industrial Cooperation performed by Supplier and approved by ICA, from commencement of the Industrial Cooperation Period and until the Evaluation Date.

9.2 In any case that the balance between section 9.1.1 minus section 9.1.2 above is positive ("**Unfulfilled Obligation**"), i.e., at the relevant Evaluation Date, the Supplier has not fully complied with its Industrial Cooperation undertakings hereunder, Supplier agrees and undertakes to pay the State of Israel liquidated damages, at an amount equal to 2% of the Unfulfilled Obligation.

Supplier hereby warrants and confirms that the above liquidated damages constitutes reasonably estimated damages which will be caused to the State of Israel in any case of breach of its undertakings hereunder.

9.3 The provisions of this Section 9 above shall not prejudice or derogate from any right or remedy of ICA hereunder or at law.

## 10. INDUSTRIAL COOPERATION COORDINATOR

10.1 Supplier shall appoint one person in Israel which will serve as Supplier's liaison person vis-à-vis ICA. As at the date of signing the Contract, the Industrial Cooperation Coordinator is:

\_\_\_\_\_ [Name]  
 \_\_\_\_\_ [Address]  
 \_\_\_\_\_ [Telephone]  
 \_\_\_\_\_ [Fax]  
 \_\_\_\_\_ [Email]

10.2 The Industrial Cooperation Coordinator will represent the Supplier for all purposes hereunder and will serve as the Supplier liaison person also vis-à-vis Israeli industry and other business entities.



10.3 In case the Industrial Cooperation Coordinator is replaced at any time in the future, the Supplier is committed to notify the ICA of the identity of the new Industrial Cooperation Coordinator within 7 days from the time the replacement took place.

## 11. LAW AND JURISDICTION

11.1 This Undertaking shall be exclusively governed by and construed in accordance with the substantive laws of the State of Israel without giving effect to any choice of law or conflict of law provision or rule.

11.2 The competent courts of the State of Israel shall have exclusive jurisdiction over any and all disputed arising from or related to this Undertaking, to exclude the jurisdiction of any other competent court of any other jurisdiction.

## 12. MISCELLANEOUS

12.1 The records of ICA pertaining to the execution of the Supplier undertakings hereunder shall serve as prima facie evidence to the contents thereof.

12.2 Any activity of the Supplier with the Israeli industry carried out prior to being awarded with the Contract shall not be eligible for crediting purposes.

12.3 This binding Undertaking shall constitute an integral and inseparable part of the Contract and is hereby signed for the benefit of the State of Israel.

12.4 This Undertaking and Appendices thereof constitute the entire understandings and undertakings by the Supplier towards the State of Israel and replaces and supersedes any and all previous, agreements or understandings, all of which shall be null and void.

12.5 Any amendment and/or supplement to this Undertaking shall be in writing, signed by Supplier and approved by ICA.

**IN WITNESS WHEREOF**, this Undertaking has been executed by the Supplier, as of the day and year first hereinabove written.

Signature of an authorized officer on behalf of the foreign supplier (Not the Importer):

**Foreign Supplier** [Company name]:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

If the Tender proposal is submitted (and/or the Contract is signed) by an importer, this undertaking should also be signed by an authorized officer on behalf of the importer:

**Importer** [Company name]:

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Appendix B

### Implementation Plan

Related to Tender/RFP No. ....

Issued by ..... Dated .....

Pursuant to clause 6 of the a.m. document, we [full company name] ..... hereby submit our detailed Fulfilment Program, aimed at the satisfaction of our a.m. undertaking, as follows:

1. Our fulfilment activities will be in the fields of one or more of the following Industrial Cooperation Categories: (\*)

- ☐ Local Subcontracting
- ☐ Acquisition of Israeli Products, Work or Services
- ☐ R&D Orders
- ☐ Investments
- ☐ Know-How transfer
- ☐ Other .....

2. Anticipated / Approximate dates of the following mile stones implementation:

- a. Conducting an Israeli industry survey .....
- b. Projects and partners selection .....
- c. Starting date of IC activities implementation .....
- d. Full program accomplishment .....

3. Following is our prospective Fulfillment Program:

Industrial Cooperation Category	Transaction Description	Estimated Timeframe		Acquisition of Israeli Products Site of Production		Local Subcontractor Yes/No	Names of Israeli Entities Involved	Transaction Value (in USD/EUR)	Israeli entity's Contact Person info.
		Start Date	Due Date	Country	City				
							Total Fulfillment Value		
							Total Local Subcontracting value		



Signature of an authorized officer on behalf of the foreign supplier (Not the Importer):

Name (Supplier): ..... Title: .....

Signature (Supplier): ..... Date: .....

Name (Importer): \* ..... Title: \* .....

Signature (Importer): \* ..... Date: \* .....

\* If the Tender proposal is submitted (and/or the Contract is signed) by an importer, this undertaking should also be signed by an authorized officer on behalf of the importer.

Not For Submission

**Annex A12(2) - ICA Appendix (Mandatory Industrial Cooperation)**  
**in respect to Tender No INGL/TENDER/2019/17**

1. A Foreign Supplier is required to fulfill industrial cooperation as defined in the Israeli Mandatory Bidding Regulations (Mandatory Industrial Cooperation), 5767-2007 (hereinafter: **"the Regulations"**) to the extent of 20 or 35 or 50 percent<sup>1</sup> of the contract value (as applicable) where at least 20% of the contract value must be performed in a way of local subcontracting (for the purpose of performing the Supplier's undertakings under the Contract).

For the avoidance of doubt:

- 1.1 **"Foreign Supplier"** - for the purpose of mandatory industrial cooperation - manufacturer, supplier, importer of imported goods or a supplier of work that is not being performed in Israel, whether by himself or by means of others.

The location of incorporation, the official address or business center of the Foreign Supplier or its shareholders is immaterial in this regard

- 1.2 **"Israeli made goods"** - goods manufactured in Israel or in the Area or another place approved by the ICA and in which the price of the Israeli content therein constitutes at least 35 percent of the bid price (including taxes, levies, statutory fees, insurance and transportation expenses).
- 1.3 **"Israeli content Price"** - as such is defined in the Mandatory Tenders Regulations (Preference of Israeli Made Goods), 5755-1995.
- 1.4 **"Imported Goods"** - goods that are not manufactured in Israel.

2. A threshold condition for the participation of a Foreign Supplier in the tender is that he shall submit, together with his bid price a Binding Undertaking for industrial cooperation (hereinafter: **"Undertaking"**) including an implementation plan complying with its undertaking to carry out industrial corporation (hereinafter: **"Implementation Plan"**) via form C of the ICA Guidelines for Israeli Buyers, both having been duly completed, signed and certified as required in these Forms.

**Attached is the Undertaking that should be submitted together with the bid price.**

In the case of a Foreign Supplier who is an importer, signature will be required from both the manufacturer of the goods and the importer.

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<sup>1</sup>The extent of the Industrial Cooperation shall be an amount equal to at least **35%** of the value of the transaction or the value of the contract.

If the purpose of the transaction or the contract is to purchase security equipment of the Ministry of Defense, including a reference unit within its meaning in the Mandatory Tenders Regulations (Defense Establishment Contracts), 5753 - 1993, the extent of the Industrial Cooperation required shall be at least **50%** of the value of the transaction or the contract.

In respect of tenders relating to civil procurements to which the GPA Agreement applies, the extent of required industrial cooperation from Foreign Suppliers from the signatory countries shall only amount to **20%** of the value of the transaction or the contract.

In so far as it concerns a Foreign Supplier who is under Umbrella Agreement for Industrial Cooperation with the Industrial Cooperation Authority (hereinafter: The "ICA") the Foreign Supplier shall submit, together with his bid price a "**Supplier's Binding Undertaking under UICA**" including "**Updated Implementation Plan**" via Form H of the ICA's Guidelines for Israeli Buyers.

The Foreign Supplier is aware that the mere fact of submission of the aforementioned duly completed documents (Form C and Appendix B or Forms H and H1) does not mean that these documents are approved by the ICA. The substance of these documents require examination and approval by the ICA, this being a condition for receiving the ICA's approval for Contract engagement between the Buyer and the successful Foreign Supplier. It may be that the Foreign Supplier will be required to amend these documents in accordance with the requirements of the ICA and as a condition for signing the contract between him and the Buyer, in the event of having him won the tender.

3. The Foreign Supplier is aware that signature of the contract between him and the Buyer is contingent upon the approval of the ICA, upon the provisions of the ICA Regulations and its Guidelines having been fully complied with, including approval of the Implementation Plan submitted by him.
4. The Foreign Supplier is aware that in the event of him being defined by the ICA as a Foreign Supplier under monitoring, the ICA may require, in addition to the Undertaking and the Implementation Plan, that he submit an Instrument of Guarantee for the implementation of his Binding Undertaking to fulfill industrial cooperation, as a condition for the ICA approval of signature of the contract between him and the Buyer, and this in the binding form D.

The amount of the Guarantee will be equivalent to the aggregate amount of the annual agreed liquidated damages under the Undertaking or the UICA.

A Foreign Supplier under monitoring, who is required to submit a Letter of Guarantee as aforesaid, will be entitled to demand a change or update of the amount of the Guarantee depending upon the pace of his annual implementation, provided that he has met the targets of the Implementation Plan (if not otherwise stated in the Implementation Plan, the minimum annual pace is linear).

5. The potential Foreign Suppliers are invited to arrange meetings with the representatives of the ICA in order to obtain assistance in the planning and structuring of an optimum Implementation Plan to be submitted together with the tender bids.
6. Guidelines, forms and contact details of the ICA can be obtained on the internet website: [www.ica.gov.il](http://www.ica.gov.il)

### Annex A13 – Quality Requirements, Past Experience

- For the purpose of Clause 17.2 (A)(2) of the Tender – Past experience **as of 2014** in the manufacture of **high-pressure natural gas Ball Valves**, in a **diameter equal or greater than 18 inch, meeting (as a minimum) the Company's specifications** regarding: sealing system (double block and bleed), class 600, design pressure (at least 70 bar), etc.), **supplied for the use in natural gas** transmission systems or projects in **OECD countries**.

- Please check the relevant "check box" and insert the additional details requested. The tables below can be copied and used by the Bidder to present more quantities of ball valves manufactured and supplied.

(1) **Ball Valves manufacturer's full name** *[Insert details]*: \_\_\_\_\_

(2) **Ball Valves manufacturer's Plant in High Income OECD member Country & City** *[Insert details]*: \_\_\_\_\_

(3) **Parts of Ball Valves manufactured by the Bidder** \_\_\_\_\_

\* **"Ball valves"** shall mean fully welded body, double block and bleed and below ground type of valves.

\* For compliance: assembly only of Ball Valves from parts manufactured by others shall **not** be recognized as **"Manufacturing"**.

Purchase order general Information	Purchase order details - Ball Valve size (inch diameter), Below ground, Fully welded body, quantity of seam welds, Double Block and Bleed, Material Grade, Wall Thickness (WT) (mm), Quantity (Qty) (pcs), Class, Design Pressure (DP) (bars)										• End user of the Ball Valves • Client's Name, Contact & Country
	Inch Diameter	below ground	Fully Welded body	Quantity of seam welds	Double block and bleed	Class	DP (bars)	Material Grade	WT	QTY (pcs)	
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						

Purchase order general Information	Purchase order details - Ball Valve size (inch diameter), Below ground, Fully welded body, quantity of seam welds, Double Block and Bleed, Material Grade, Wall Thickness (WT) (mm), Quantity (Qty) (pcs), Class, Design Pressure (DP) (bars)										• End user of the Ball Valves • Client's Name, Contact & Country
	Inch Diameter	below ground	Fully Welded body	Quantity of seam welds	Double block and bleed	Class	DP (bars)	Material Grade	WT	QTY (pcs)	
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						

Purchase order general Information	Purchase order details - Ball Valve size (inch diameter), Below ground, Fully welded body, quantity of seam welds, Double Block and Bleed, Material Grade, Wall Thickness (WT) (mm), Quantity (Qty) (pcs), Class, Design Pressure (DP) (bars)										• End user of the Ball Valves • Client's Name, Contact & Country
	Inch Diameter	below ground	Fully Welded body	Quantity of seam welds	Double block and bleed	Class	DP (bars)	Material Grade	WT	QTY (pcs)	
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2014):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
1. Purchase order reference no.:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						Purchase order total amount: € _____  <b>Ball Valves supplied (directly or indirectly) to use in:</b> (1) Name of: natural gas transmission system Operator/owner or Natural gas transmission project:  (2) Location of the above system or project (Country):  Full name of client & Country:  Contact person details:
2. Year of Manufacturing & Supply of the purchase order (Since 2020/1415):		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
3. Designed for use in high pressure natural gas transmission: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
4. Total quantity of Ball Valves included in the Purchase order:		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						
		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No						

**Bidder's Confirmation**

We, the undersigned, confirm the above details, on behalf of \_\_\_\_\_ [Insert Bidder's name] (the "**Bidder**"):

By: \_\_\_\_\_ Title: \_\_\_\_\_ Signature & Stamp: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_ Signature & Stamp: \_\_\_\_\_ Date: \_\_\_\_\_

**Annex A14 – Quality Requirements**  
**Tender No. INGL/TENDER/2019/17**

- *The Bidder shall attach to its Bid in Envelope to the information required below, in an ordinarily manner, referring separately to each of the sections, numerated together with a table of content.*

For the purpose of Quality evaluation of our Bid in accordance with Clause 17.2 of the Tender, we hereby attach to our Bid, on behalf of

---

*[Insert the Bidder's Name]* (the "**Bidder**"), the Bidder's methodology and details, as requested in the Tender, regarding to the following matters:

**1. Drawings and Data**

Drawings and data sheets for the Ball Valves according to Clause 12.3.1.2 to the Tender which included in the Quotation Price Form, according the Company's (INGL) specifications. **Please note the Quotation Price Form shall not be included in Envelope**

**2.**

**2. Manufacturing Capabilities**

Manufacturing capabilities, including but not limited to:

- 2.1. Ball valves' components manufactured by the Supplier.
- 2.2. Manufacturing equipment, calibration, cutting, coating heating and testing equipment (including Hydro testing).
- 2.3. Suitable Laboratory equipment.
- 2.4. Storage capabilities and conditions (including for raw materials).
- 2.5. Capabilities for manufacturing and shipping of large orders within the contractual time schedules.
- 2.6. Main sources of raw materials and ball valves components (including number of suppliers and time schedules).

**3. Quality Assurance & HSE Management System**

- 3.1. EN / ISO quality system model.
- 3.2. Quality assurance procedures and manuals.
- 3.3. Health, Safety and Environmental procedures.
- 3.4. Defects reporting and corrective actions procedure.



- 3.5. A diagram and written description of the quality management system structure.
- 3.6. QA and QC personnel experience.

#### 4. Implementation of Procedures & Inspection during manufacturing

- 4.1. **Example** of approved Inspection Test plan (ITP) for high pressure (at least 70 bars) natural gas ball valves for 36 inch diameter and manner of its implementation.
- 4.2. Material acceptance and traceability procedures.
- 4.3. Calibration and testing procedures.
- 4.4. Method of providing Inspection release note.
- 4.5. Packing and protection of ball valves methods.

#### 5. Documentation

- 5.1. Reports provided to the client during production – **an example to be provided.**
- 5.2. GANTT chart for all activities before until delivery to the client.
- 5.3. Documentation provided to client, including Quality Certificates, Packing list – **an example to be provided.**

We confirm the above details submitted in accordance with **Annex A14** of the Tender on behalf of the Bidder are true, accurate and shall be considered as a material undertaking on behalf of the Bidder, to manufacture and supply the Ball Valves to the Company according to the Contract, in accordance with the above methodology and details provided in our Bid:

Name of Bidder	Bidder's authorized representative	Signature & Stamp
	By: Title: Date:	
	By: Title: Date:	



**Annex A15 – Manufacturing Facility of the Ball Valves**  
**Tender No. INGL/TENDER/2019/17**

- This Annex to be included **only in Envelope 3** of the Bid

We, the undersigned hereby undertake on behalf of \_\_\_\_\_ *[insert Bidder's name]*  
pursuant to the International Public Tender for the Manufacture and Supply of Ball Valves  
(INGL/TENDER/2019/17) (doc. no. 397389)

**1. Production Facility of the Ball Valves**

1.1. Name of Manufacturer's Mill: \_\_\_\_\_

Manufacturer's mill full address:  
\_\_\_\_\_

1.2. Name of Manufacturer's Mill: \_\_\_\_\_

Manufacturer's mill full address:  
\_\_\_\_\_

We confirm the above details on behalf of the Bidder:

Name of Bidder	Bidder's authorized representative	Signature & Stamp
	By: Title: Date:	
	By: Title: Date:	

**Annex A16 – Quotation Price Form (Bill of Quantities & Time Schedule)**  
**Tender No. INGL/TENDER/2019/17**

**\*\* Hard copy document is attached separately to the Tender booklet \*\***

This Annex to be included **only in Envelope 3** of the Bid •

Not For Submission