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 <p>נתיבי הגז הטבעי לישראל ISRAEL NATURAL GAS LINES</p>			<p align="center">Document Title</p> <p align="center">Public Tender</p> <p align="center">for the Supply of</p> <p align="center">Fittings</p> <p align="center">(INGL/TENDER/2019/30)</p>				
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Document A - Invitation to Submit Bids

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Not for Submission

1. Introduction

1.1. The Israel Natural Gas Lines Ltd., a governmental company fully owned by the State of Israel, hereby invites **manufacturers or suppliers of Fittings** 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 supply of **Fittings** during the Qualification Period.

1.2. **Bidders are not requested to submit Quotations for the supply of Fittings within the scope of this pre-qualification procedure.**

1.3. The execution of Purchase Orders, including the quantity and time Schedule for the supply of the Fittings in any future Request For Quotations, shall be subject to the approval of the Board of Directors of the Company, including budgetary approval of the relevant authorities and the clients. The Bidders shall have no claim regarding the above.

1.4. Raw Materials

The Fittings raw materials must be manufactured in a plant located in a current High Income OECD members countries, as provided for in Annex A2 of the Tender.

1.5. 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 Fittings 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 more than 50% of the registered capital or rights to vote; or
 - 2.1.2. which directly or indirectly controls more than 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 more than 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 17 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. **Fittings** – carbon steel, piping or tubing parts designated to connect two parts or more such as and not limited to: Tees, Reducers, Elbows, Caps and other miscellaneous related accessories such as and not limited to: Flanges, Seamless pipes, Bolts & Nuts , which shall be used in high pressure natural gas transmission system, all according to the Specifications.
- 2.4. **Bid** – A proposal submitted by a Bidder, comprised of Envelopes 1 and 2.
- 2.5. **Bidder** – A manufacturer or a supplier of Fittings 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 supply of Fittings 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. **High Income OECD Country** – the country/countries determined by the World Bank as 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 Fittings 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 16.2 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 in a future RFQ.
- 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 supply of Fittings.
- 2.19. **Tender** – This qualification 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.
- 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 yearly investment in developing the System is estimated in the amount of €100,000,000** (including all steel accessories such as line pipes, hot bends, valves, fittings etc.)
- 3.1.5. **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.**
- 3.1.6. 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 130 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: www.ingl.co.il.

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 16.2 below.

In order to successfully pass this stage, Bidders are required to receive the Minimum Score, as provided for in Clause 16.3 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 17 below and shall comprise the Company's List of Approved Suppliers for the Qualification Period.

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 17.2 below. The Company may extend the Qualification Period of any or all of the Lists of Approved Suppliers 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 Suppliers 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 supply of Fittings (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; past experience with the Company; links between the Approved Suppliers (including their commercial, business and corporate relations) 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 the supply of Fittings, 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 supply of Fittings from an Approved Supplier with whom it has no prior experience, or which had suffered material failure/s during past manufacture or supply order/s of Fittings, 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 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 supply of Fittings from any entity it sees fit, whether included in its List of Approved Suppliers or not, or by way of a new tender or engagement, 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 its sole discretion 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	November 14 th , 2019
b	Deadline for submission of Bids ("Last Submission Deadline")	Bids shall be submitted starting on December 1st, 2019 between 09:00 to 17:00 until no later than December 5st, 2019 at 17:00, (Israel time)

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.

The full Tender Documents to be used for submission of Bids, 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 Purchasing Manager (Ms. Noa Cohen; e-mail: c-tender@ingl.co.il).

- 8.2. Prior to and as a precondition to receiving the complete Tender Documents, Bidders shall have to send via e-mail to the Purchasing Manager their contact details, **signed declaration the Bidder is a manufacturer or a supplier of Fittings and ISO 9001 valid certificate**, including the details of the person who shall be authorized to contact the Company in the name of the Bidder during the Tender process (the "**Contact Person**"), all in the form attached as **Annex A1**
- 8.3. Bidders that have provided their contact details and the signed declaration referred in Clause 8.2 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.
- 8.4. **Until the Last Submission Deadline Bidders are required and recommended to enter the Tender portal at the Company's Website (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 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 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 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 has in place a management system that is certified as ISO 9001 compliant or a management system that meets the ISO 9001 certification requirements.
- 11.2.2. The Bidder operates an "in- house" quality control department for the Fittings supplied.
- 11.2.3. **If the Bidder is a manufacturer of Fittings** - The Bidder manufacturing standards shall fully conform or not contradict the NEN3650 Dutch

standard, and with all of the requirements and specifications set forth in the technical Tender Documents.

For the purposes of compliance with any of the requirements set forth in this clause 11.2 above, a Bidder may rely upon the qualifications and capabilities of its Affiliate.

11.3. Professional Experience

11.3.1. A Bidder who is a **manufacturer** of Fittings, must meet **all** the following criteria:

11.3.1.1. The Bidder is a manufacturer of Fittings at least since January 1st 2014.

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

11.3.1.2.1. were designed for pressure of at least 70 bar and of **at least 4 inches** diameter, and

11.3.1.2.2. were manufactured in a **High Income OECD Country**.

11.3.1.2.3. were supplied (including indirectly), for the use in a **natural gas transmission system or project**.

11.3.1.2.4. generated the Bidder a turnover of:

(a) at least €5,000,000 for the entire Presented Period; **and**

(b) at least €1,000,000 in average for 3 years out of the years 2015 – 2019; **and**

(c) the supply during the Presented Period included at least 3 orders of Fittings of at least €200,000 per order.

11.3.1.2.5. the Fittings supplied during the Presented Period included at least 10 items of Tees equal or greater

than 30 inch diameter (in total; does not required per a specific order).

11.3.2. A Bidder who is a **Supplier (not a manufacturer)** of Fittings, must meet **all** the following criteria:

11.3.2.1. The Bidder is a supplier of Fittings at least since January 1st 2014.

11.3.2.2. it holds and operates by itself a warehouse for Fittings in the area of at least 5,000 square meters located in a **High Income OECD Country**.

11.3.2.3. The Bidder supplied during the "**Presented Period**" Fittings meeting **all** the following criteria:

11.3.2.3.1. were designed for pressure of at least 70 bar and of **at least 4 inches** diameter, and

11.3.2.3.2. were manufactured in a **High Income OECD Country**, and

11.3.2.3.3. were supplied (including indirectly), for the use in a **natural gas transmission system or project**.

11.3.2.3.4. generated the Bidder a turnover of:

(a) at least €5,000,000 for the entire Presented Period; **and**

(b) at least €1,000,000 in average for 3 years out of the years 2015 – 2019; **and**

(c) the supply during the Presented Period included at least 3 orders of Fittings of at least €200,000 per order; **and**

11.3.2.3.5. the Fittings supplied during the Presented Period included at least 10 items of Tees equal or greater than 30 inch diameter (in total; does not required per a specific order).

For the purposes of compliance with any of the requirements set forth in this clause 11.3 above, a Bidder may rely upon the professional experience of its Affiliate.

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, 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

The Bidder's documents of incorporation; and

A detailed legal structure of the Bidder, which includes the Bidder's shareholders; The Bidder's subsidiaries companies and affiliates (if applicable) accompanied **with a chart** of the same. Such chart shall refer to the shareholdings and control in the Bidder and the same with respect to subsidiaries and affiliates of the Bidder (if applicable).

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 affiliated companies (including its shareholders, subsidiaries, sister companies etc.) 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 Clause 21.6.

12.2.5. Qualifications and Capabilities

12.2.5.1. 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.

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

12.2.6. Professional Experience

Document in the form attached hereto as **Annex A8**, as **applicable** for manufacturer or a mere supplier, detailing the Bidder's experience in the manufacture and/or supply of Fittings, 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 by **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 (such financial statements shall be submitted with a translation to English).

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. 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 8.3 above).

12.2.11. 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 8.3 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.

12.2.12. Clarification & Amendments

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

12.2.13. Sensitive or Confidential Information

A Bidder may detail in a separate document to be attached to its Bid, all information contained in its Bid, which it considers to be of a commercially sensitive or confidential nature and which in his mind should not be disclosed to other Bidders.

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 full discretion in accordance to the provisions of the Law.

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.

12.3. **Envelope 2**

In Envelope 2 the Bidder shall include all the following documents and information for the purpose of evaluating its Bid (as provided for in Clause 16 below) according to the requirements listed in **Annex A12**.

12.3.1. Fittings **Annex A12** of the Tender shall be signed by the Bidder and attached in Envelope 2.

12.3.2. "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 Envelop 2 **shall not include** documents, information and materials that should be submitted with Envelope 1.

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. Validity of Bids

- 14.1. The Bids shall remain valid for a period of **9 months** as of the Last Submission Deadline.
- 14.2. Without derogating from the foregoing, the Company may request the Bidders (or any of them) to extend the validity of their Bids for one or more additional periods, in the Company's discretion.

15. Company Requests for Clarifications and/or Supplementations of Submitted Bids

- 15.1. 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:
- 15.1.1. 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.
- 15.1.2. 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.
- 15.1.3. 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

- 15.1.4. Conduct a visit and/or inspection in a mill of any of the Bidder and/or its offices.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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 to supply Fittings. Bidders shall attach to such notification all updated documentation and information, relevant to any such change or event.
- 15.6. 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.

16. 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:

16.1. 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.

16.2. 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:

16.3. 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.

16.3.1. For manufacturer of Fittings

Main Category Criteria	Maximum score
<p>(A) Fittings Suitability</p> <p>Drawings and data sheets for Reducing TEE and Concentric Reducer, of size 36" X 18" (WT 17.8 x 12.7, WPHY 70), according to Company's specifications.</p> <p>General evaluation of the technical quality of the Bids according to drawing and data to be provided by the Bidders with respect to the proposed Fittings.</p> <p>This criterion 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, including past experience with the Company.</p>	<p>Pass / Fails</p>

<p>(B) Manufacturing Capabilities</p> <p>Manufacturing capabilities, including but not limited to:</p> <ol style="list-style-type: none"> 1. Manufacturing equipment (such as calibration, cutting, heating, coating and testing equipment (including Hydro testing). 2. Suitable Laboratory equipment. 3. Main sources of raw materials and Fittings components (including number of suppliers). 4. Fittings Overall impression regarding manufacturing and storage facilities and capabilities. 	<p>25</p>
<p>(C) QA and HSE Management System</p> <ol style="list-style-type: none"> 1. EN / ISO quality system model. 2. Quality assurance procedures and manuals. 3. Health, Safety and Environmental procedures. 4. A diagram and written description of the quality management system structure. 5. QA and QC personnel experience. 	<p>20</p>
<p>(D) Inspection during manufacturing</p> <p>Example of approved Inspection Test plan (ITP) for high pressure (at least 70 bars) natural gas Tee for 36 inch diameter.</p>	<p>25</p>
<p>(E) Documentation</p> <ol style="list-style-type: none"> 1. Chart for all activities before until delivery to the client. 2. Documentation provided to client, including Quality Certificates, Packing list – an example to be provided for Reducing TEE and Concentric Reducer, both of sizes 36" X 18". 	<p>20</p>

(F) Past Experience Past experience in manufacturing and delivery of Fittings to the Company (including all purchase order milestones). In consideration with this Clause – a Bidder who did not worked with the Company shall be granted 5 points.	10
Total	100

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 criteria 16.3.1 (B-F) or fails criteria category 16.3.1 (A) - shall be disqualified from the Tender.

16.3.2. For Supplier of Fittings (who is not a manufacturer)

Main Category Criteria	Maximum score
(A) QA and HSE Management System 1. EN / ISO quality system model. 2. Quality assurance procedures and manuals. 3. Health, Safety and Environmental procedures. 4. A diagram and written description of the quality management system structure. 5. QA and QC personnel experience.	30
(B) Inspection during manufacturing Example of approved Inspection Test plan (ITP) for high pressure (at least 70 bars) natural gas Tee for 36 inch diameter.	35
(C) Documentation 1. Chart for all activities before until delivery to the client. 2. Documentation provided to client, including Quality Certificates, Packing list – an example to be provided for Reducing TEE and Concentric Reducer, both of sizes 36" X 18".	25

<p>(D) Past Experience</p> <p>Past experience in manufacturing and delivery of Fittings to the Company (including all purchase order milestones).</p> <p>In consideration with this Clause – a Bidder who did not worked with the Company shall be granted 5 points.</p>	10
Total	100

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 16.3.2(A –D) or fails criteria shall be disqualified from the Tender.

16.4. Mill Inspection

As part of the evaluation process the Company may decide to conduct inspection in the Bidder's mill or suppliers (as applicable) 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 22 below.

16.5. 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.

16.6. 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. 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.

17. Approved Suppliers

- 17.1. 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 16 above as the List of Approved Suppliers.
- 17.2. The Company shall send notification of its decision to the authorized representatives of the Approves Suppliers.

18. Signing the Contract, and Purchase Orders

- 18.1. 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 supply of Fittings 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).
- 18.2. 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.
- 18.3. 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 supply of Fittings 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.
- 18.4. No Contract shall come into force before the Company signs the Contract by its authorized signatories.
- 18.5. Following the signing of the Contract and a future RFQ, the Company may issue Purchase Orders for the supply of Fittings. 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).

- 18.6. 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.
- 18.7. 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 22.5 below.

19. Order of Precedence

- 19.1. 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.
- 19.2. During the Qualification Period, the order of precedence shall be as specified in the Contract.

20. Information Supplied by the Company

- 20.1. 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.
- 20.2. 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.

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

- 21.1. 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.
- 21.2. Neither the Bidder nor any of its subcontractors may at any time be connected with the Company or its employees or its consultants.
- 21.3. The Bid shall not be prepared in collusion with any other Bidder participating in the Tender nor with any affiliate thereof.
- 21.4. **A Bidder may not be involved – directly or indirectly – in the submission of more than one Bid.**
- 21.5. **Without derogating Clause 21.4 above the submission of Bids by affiliated companies is not restricted within the scope of this prequalification process nor their approval as Approved Suppliers. However and without derogating the Company's prerogatives, the Company may restrict or prevent the participation of affiliated Approved Supplier in future RFQs in accordance to its sole discretion where circumstances may not benefit with the Company, such as a possible conflict of interest etc.**
- 21.6. **A Bidder which anticipates that any of its affiliates (including its shareholders, subsidiaries, sister companies etc.) might submit a Bid in the Tender shall fill and submit with its Bid a declaration in the form attached as Annex A6.**
- 21.7. 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.
- 21.8. A Bidder that shall enter a Contract for the supply of Fittings 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.

21.9. 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 A7** of the Contract (as integral part of this Tender).

21.10. 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).

22. General Prerogatives of the Company

22.1. 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.

22.2. The Company reserves the right to modify, update or restrict any of the provisions of the Tender Documents ("**Amendment**").

22.3. 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.

22.4. 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:

22.4.1. 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.

- 22.4.2. Request additional information and/or clarifications from any of the Bidders.
- 22.4.3. 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 .
- 22.4.4. 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.
- 22.4.5. 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.
- 22.4.6. Award a provisional score to any Bidder for any of the evaluation criteria, subject to the receipt of all required documentation from such Bidder.
- 22.4.7. 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.
- 22.4.8. 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.

22.4.9. 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:

22.4.9.1. 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;

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

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

22.4.9.4. It may disqualify the Bid.

22.5. Selection of an Eligible Bidder in Future RFQs

22.5.1. The Company, at its sole discretion, shall be entitled to select an Approved Supplier which Quotation submitted in a Future RFQ has been ranked second best as an Eligible Bidder.

22.5.2. 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.

22.5.3. 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.

23. Disqualification of Bid

23.1. 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**").

23.1.1. 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.

23.1.2. 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.

23.1.3. Commencement of any legal proceedings, which allegedly relate to an offence, which in the Company's opinion, affects the integrity of the Bidder.

23.1.4. Commitment of a grave error by any Bidder in the performance of its profession.

23.1.5. 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.

23.1.6. 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.

23.1.7. The existence of a material conflict of interest in a Bidder or any interested party therein.

23.1.8. Any event or change in circumstances in the Bidder, which may adversely affect the Bidder's capacity to be approved as a Bidder.

23.1.9. Any material breach of the provisions of the Tender, including the submission of any false or incomplete information.

23.1.10. Any other event or circumstances which the Company shall consider, at its sole discretion, as justifying disqualification of any Bidder.

23.2. 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.

24. 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.

25. 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.

26. Governing Law and jurisdiction

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

26.2. 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.

27. Addresses of the Parties and Method for Sending Notifications

27.1. 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.

27.2. 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:	

Not for Submission

Annex A1 - Contact Details and Undertaking of Confidentiality

Tender No. INGL/TENDER/2019/30

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 contact only:

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

3. Declaration

We, the undersigned hereby declare that the Bidder is *[please check the relevant box]*:

- a manufacturer of high pressure natural gas transmission Fittings.
- a supplier of high pressure natural gas transmission Fittings.
- 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 (**please find attached the Bidder's ISO 9001 valid certificate**).

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 – High Income OECD Countries

Tender No. INGL/TENDER/2019/30

(As defined by the World Bank)

High Income OECD country

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

Annex A3 - Declaration, Warranty & Undertaking

Tender No. INGL/TENDER/2019/30

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 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 Bid 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 supply of the Fittings 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/2019/30

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

In accordance with the requirements of Tender no. **INGL/TENDER/2019/30**, 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/2019/30**

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/2019/30** (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:	

Not for Submission

Annex A6 – Declaration regarding affiliated Companies

Tender No. INGL/TENDER/2019/30

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

We, the undersigned _____ *[Insert name of the Bidder]* (the "**Bidder**") as integral part of our Bid submitted to the Public Tender for the Supply of Fittings (INGL/TENDER/2019/30) (doc. no. 414207) (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 affiliated company / ies might submit a bid in the Tender (In this Annex A6 hereinafter: the "**Affiliated Company**").

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

We provide within our Bid supporting documentation for the above in accordance to Clause 12.2.3 to the Tender.

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 Affiliated 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.

4. We further acknowledge that the Company may in accordance to its sole discretion restrict or prevent the Bidder's participation in any future RFQs and/or of any its

affiliated Approved Suppliers and we shall not have any whatsoever claim with respect to the above.

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.

Sincerely,

Attorney's signature:

Name of Attorney:

License number:

Address:

Telephone:

Date:

Annex A7 – Declarations regarding Qualifications & Capabilities

Tender No. INGL/TENDER/2019/30

We, the undersigned _____

[Insert name of the Bidder] (The "**Bidder**") and *[if applicable*

Insert Subsidiary or Affiliate] (The "**Affiliate**"). hereby declare as follows, as integral part of our Bid submitted to the Public Tender for the Supply of Fittings in Tender (INGL/TENDER/2019/30):

- The capital terms hereinafter shall have the meaning attribute to them in the Tender.

1. We are *[Check the relevant alternative]*:

a **manufacturer** of Fittings for high pressure (of at least 70 bar) natural gas transmission at least since the year 2014.

a **supplier** of Fittings for high pressure (of at least 70 bar) natural gas transmission at least since the year 2014.

2. 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**).

3. We operate an "in- house" quality control department for the Fittings supplied.

4. For a manufacturer of Fittings

4.1. Our manufacturing standards shall fully conform or not contradict the NEN3650 Dutch standard, and with all of the requirements and specifications set forth in the technical Tender Documents.

4.2. Manufacturing Mill full address:

[See next page]

5. For a supplier of Fittings (who is not a manufacturer):

We hold and operate by ourself a warehouse for Fittings in the area of at least 5,000 square meters located in a **High Income OECD Country**, as follows:

Warehouse full address and size (square meters):

6. For the purposes of compliance with the Threshold requirement in Clause 11.2 and 11.3. to the Tender, we, the Bidder *[Check the relevant alternatives]*:

do not rely upon the qualifications and capabilities of our Subsidiary or Affiliate abovementioned

rely upon the qualifications and capabilities of our Subsidiary or Affiliate abovementioned **in relation to the following** Tender Clauses: *[Check the relevant box]*:

Clause 11.2.1 to the Tender (management system certified as ISO 9001 or compliant).

Clause 11.2.2 to the Tender ("in- house" quality control department).

Clause 11.2.3 to the Tender (manufacturing conformity to the NEN3650 Dutch standard, all requirements in the Specifications of the Tender).

Clause 11.3.1.2 or 11.3.2.3 to the Tender (past experience in manufacturing or supplying of Fittings).

Clause 11.3.2.2 to the Tender (operating warehouse for Fittings)

[See next page]

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

For the Bidder:

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

For the Subsidiary or Affiliate, if Applicable:

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 Fittings supplied.
- **The information shall refer at least to the aggregate quantity and amount of Fittings requested in the Threshold Requirement as a minimum only**

Notes:

(1) The general type of Fittings means: Tees, Reducers, Elbows, Flanges, Caps etc.

(2) The Bidder supplied, during the period **as of January 1, 2014** until the Last Submission Deadline (the "**Presented Period**"), Fittings meeting **all** the following criteria:

(2.1) the Fittings were designed for pressure of **at least 70 bar and of at least 4 inches** diameter; **and**

(2.2) the Fittings were manufactured in **High Income** OECD countries; **and**

(2.3) the Fittings were supplied (including indirectly), for the use in a natural gas transmission system or project; **and**

(2.4) the Fittings generated the Bidder a turnover of:

(2.4.1) at least €5,000,000 for the entire **Presented Period**; **and**

(2.4.2) at least €1,000,000 in **average** for **3 years out of the years 2015 – 2019**; **and**

(2.4.3) the supply during the **Presented Period** included **at least 3 orders of Fittings of at least €200,000 per order**; **and**

(3) The Fittings supplied during the **Presented Period** included **at least 10 items of Tees equal or greater than 30 inch diameter** (in total; does not required per a specific order).

Name of Manufacturer / Supplier of the Fittings in the below Table: _____ *[Insert Full Name]*

Purchase order reference no.	General type of Fittings (Note 1]	Inch Diameter (Notes 2.1; 3]	Design Pressure (bars) (Note 2.1]	Country of Fittings Manufacturing (Note 2.2]	Year of Supply (Notes 2; 2.4]	Quantity (pcs) (Note 3]	End Client of the Fittings (Note 2.3]	Turnover generated from purchase order – Euro [Note 2.4]	Full name of client & Country
							Fittings supplied directly or indirectly to use in natural gas transmission system or project: <input type="checkbox"/> YES <input type="checkbox"/> No Name of transmission system or project: _____		
							Fittings supplied directly or indirectly to use in natural gas transmission system or project: <input type="checkbox"/> YES <input type="checkbox"/> No Name of transmission system or project: _____		

Purchase order reference no.	General type of Fittings (Note 1]	Inch Diameter (Notes 2.1; 3]	Design Pressure (bars) (Note 2.1]	Country of Fittings Manufacturing (Note 2.2]	Year of Supply (Notes 2; 2.4]	Quantity (pcs) (Note 3]	End Client of the Fittings (Note 2.3]	Turnover generated from purchase order – Euro [Note 2.4]	Full name of client & Country
							Fittings supplied directly or indirectly to use in natural gas transmission system or project: <input type="checkbox"/> YES <input type="checkbox"/> No Name of transmission system or project: _____		
							Fittings supplied directly or indirectly to use in natural gas transmission system or project: <input type="checkbox"/> YES <input type="checkbox"/> No Name of transmission system or project: _____		
							Fittings supplied directly or indirectly to use in natural gas transmission system or project: <input type="checkbox"/> YES <input type="checkbox"/> No Name of transmission system or project: _____		
							Fittings supplied directly or indirectly to use in natural gas transmission system or project: <input type="checkbox"/> YES <input type="checkbox"/> No Name of transmission system or project: _____		
							Fittings supplied directly or indirectly to use in natural gas transmission system or project: <input type="checkbox"/> YES <input type="checkbox"/> No Name of transmission system or project: _____		

Purchase order reference no.	General type of Fittings (Note 1]	Inch Diameter (Notes 2.1; 3]	Design Pressure (bars) (Note 2.1]	Country of Fittings Manufacturing (Note 2.2]	Year of Supply (Notes 2; 2.4]	Quantity (pcs) (Note 3]	End Client of the Fittings (Note 2.3]	Turnover generated from purchase order – Euro [Note 2.4]	Full name of client & Country
							Fittings supplied directly or indirectly to use in natural gas transmission system or project: <input type="checkbox"/> YES <input type="checkbox"/> No Name of transmission system or project: _____		
							Fittings supplied directly or indirectly to use in natural gas transmission system or project: <input type="checkbox"/> YES <input type="checkbox"/> No Name of transmission system or project: _____		
							Fittings supplied directly or indirectly to use in natural gas transmission system or project: <input type="checkbox"/> YES <input type="checkbox"/> No Name of transmission system or project: _____		
							Fittings supplied directly or indirectly to use in natural gas transmission system or project: <input type="checkbox"/> YES <input type="checkbox"/> No Name of transmission system or project: _____		

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/2019/30

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 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.

I, independent certified public accountants whose details below, confirms the above details are true:

Full Name:

Title:

Date:

Signature & Stamp:

Annex A10 – Irrevocable Power of Attorney for Bidder's Authorized Representative
Tender No. INGL/TENDER/2019/30

To: Israel Natural Gas Lines Company Ltd.

Atidim Tower, Tel-Aviv, Israel

We, the undersigned

Name of Bidder	

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

Public Tender for the Supply of Fittings (Tender No. INGL/TENDER/2019/30).

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/2019/30

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.

** "הורשעו" – 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 ולענין 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 שהזהרתיו/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 – Quality Requirements
Tender No. INGL/TENDER/2019/30

- *The Bidder shall attach to its Bid in Envelope 2 all 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 16.2 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 (for a Bidder who is a manufacturer).

Drawings and data sheets for Reducing Tee and Conentric Reducer of size 36" X 18" (WT 17.8 x 12.7, WPHY 70) according to the Company's Specification.

2. Manufacturing Capabilities (for a Bidder who is a manufacturer)

Manufacturing capabilities, including but not limited to:

- 2.1. Fittings valves' components manufactured by the Supplier.
- 2.2. Manufacturing equipment, calibration, cutting, coating and testing equipment (including Hydro testing).
- 2.3. Suitable Laboratory equipment.
- 2.4. Main sources of raw materials and Fittings components (including number of suppliers and time schedules).

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

4. Inspection during manufacturing

Example of approved Inspection Test plan (ITP) for high pressure (at least 70 bars) natural gas Fittings for 12 inch diameter.

5. Documentation

Chart for all activities before until delivery to the client - **an example to be provided.**

- 5.1. Documentation provided to client, including Quality Certificates, Packing list – **an example to be provided.**

We confirm the above details submitted in accordance with **Annex A12** 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 supply the Fittings 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:	