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	Date	Description	Prepared	Checked	Approved	
			Company			
 <p>נתיבי הגז הטבעי לישראל ISRAEL NATURAL GAS LINES</p>			<b>Document Title</b>  <b>International Public Tender for the Engineering and Construction of the Ashdod – Ashkelon Off-Shore High Pressure Natural Gas Pipeline</b>  <b>(INGL/TENDER/2020/20)</b>			
			Company Representative : Mr. Ishay Nazhan			Document No. 429978
Document Originator : Adv. Y. Zamir						

## **List of Documents**

### **Document A Invitation to Submit Bids and its following annexes:**

- A1 Contact Details and Undertaking of Confidentiality
- A2 Declaration, Warranty and Undertaking
- A3 Statement regarding Non-Payment of Brokerage Fees and Non-Employment of Company Advisors
- A4 Parent Company Guarantee
- A5 Legal Opinions
- A6 Form of Tender Bond
- A7 Tables regarding Threshold Requirements -Equipment, Professional Experience and Key Personnel.
- A8 Certificate regarding Financial Capabilities
- A9 Power of Attorney for Authorized Representative
- A10 Foreign Supplier's Industrial Cooperation Undertaking
- A11 Tables regarding Quality Requirements - Professional Experience
- A12 Tables regarding Quality Requirements – Key Personnel
- A13 Form of Commercial Proposal (including Bill of Quantities)

### **Document B Agreement & General Terms and Conditions and their following annexes:**

#### **Legal and Guarantees**

- AA1 Advance Payment Guarantee
- AA2 Performance Guarantee
- AA3 Release Form
- AA4 Contractor's Obligations pursuant to the License
- AA5 Take Over Certificate
- AA6 Completion Certificate
- AA7 Declaration regarding Conflict of Interests
- AA8 Ethical Code

## Technical Volumes

- BB1 Subsea Basis of Design (BOD) (OP155883-01-SES-BOD-003\_Rev6)
- BB2 Ashdod-Ashkelon Survey (2029-THL-ESV-NAP-0001\_2.7.20)
  - BB2.1 Ashdod-Ashkelon infrastructure offshore orthophoto
    - (2029-THL-COO-DGA-0001\_2.7.20)
    - (2029-THL-COO-DGA-0002\_2.7.20)
    - (2029-THL-COD-DGA-0003\_2.7.20)
  - BB2.2 Ashdod-Ashkelon offshore Tama 37/A/2/7 strip (2029-THL-ATH-MOP-0001\_2.7.20)
  - BB2.3 Ashdod offshore pipeline (2029-THL-EPI-MOP-0401-P0)
  - BB2.4 Ashkelon offshore pipeline (2029-THL-EPI-MOP-0404-P0)
  - BB2.5 Ashdod longitudinal section (2029-THL-EPI-DRG-1P01-P1)
  - BB2.6 Ashdod longitudinal section (2029-THL-EPI-DRG-1P04-P3)
  - BB2.7 Project bathymetry chart
- BB3 Geophysical Survey of the Pipeline Route (not attached; shall be published prior to the Last Submission Date)
  - Ashdod Landfall 1-5000 Rev 2
  - Ashkelon Landfall 1-5000 Rev 2
- BB4 Geotechnical Survey of the Pipeline Route (not attached; shall be published prior to the Last Submission Date)
- BB5 Schematic Schedule for the Project
  - Schedule MSP format\_Rev0
  - Schedule EXC format\_Rev0
- BB6 Offshore Pipeline Directive Israel (OPDI)
- BB7 Environmental Management Monitoring Plan (EMMP) (not attached; shall be published prior to the Last Submission Date)
- BB8 Seismic Study (not attached; shall be published prior to the Last Submission Date)
- BB9 Specification for Positioning and Survey (OP155883-01-SES-SPEC-004\_Rev3)

- BB10 Specification for offshore installation and post trenching (OP155883-01-SES-SPEC-006\_Rev3)
- BB11 Specification for welding and NDT (OP155883-01-SES-SPEC-007\_Rev3)
- BB12 Specification for QA/QC Requirements for EPC CONTRACTOR and Sub-contractors (OP155883-01-SES-SPEC-008\_Rev3)
- BB13 Inline Tee Specification (OP155883-01-SES-SPEC-009\_Rev3)
- BB14 Datasheets and Specification for Valves (OP155883-01-SES-SPEC-010\_Rev3)
- BB15 Pre-commissioning Specification (OP155883-01-SES-SPEC-011\_Rev3)
- BB16 Specification for As built Survey (OP155883-01-SES-SPEC-012\_Rev3)
- BB17 Project Material Take Off (MTO\_Rev3)
- BB18 IEN-EPI-SPC-0033 - APPENDIX 1
- BB19 Anodes for offshore pipeline (OP155883-01-SES-DWG-500\_Rev0)
- BB20 Detailed Schedule (to be prepared by Contractor and approved by Company)
- BB21 Quality Control (to be prepared by Contractor and approved by the Company)

#### **Financial**

- CC1 Terms of Payment\_Rev4
- CC2 Measurements and Quantities\_Rev5
- CC3 Bill of Quantities (as submitted by Contractor and approved by Company)

#### **Security**

- DD1 Security
- DD2 Provisions in Connection with Activities and Work in Security Areas and Firing Ranges

#### **Clarifications and Amendments issued as part of the Tender Process**

## Document A - Invitation to Submit Bids

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## 1. Introduction

The Israel Natural Gas Lines Ltd, a fully owned governmental company, hereby invites Bidders to submit Bids for the detailed engineering and the construction of the Ashdod – Ashkelon off-shore high pressure natural gas pipeline.

## 2. Definitions

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

- 2.1. **Bid** – a proposal submitted by a Bidder, comprised of Envelope 1 and Envelope 2, according to Clause 10.
- 2.2. **Bidder** – any legal entity that submitted a Bid according to the terms and conditions of this Tender.
- 2.3. **Company** - the Israel Natural Gas Lines Ltd.
- 2.4. **Contractor** or **Winning Bidder** – the Bidder that shall be declared as the winner of this Tender process and who shall enter into a contract with the Company for the execution of the Project.
- 2.5. **Deviation** – unauthorized change, omission, reservation, condition and/or addition made by a Bidder to the Tender Documents, in any manner or scope (including in the Bid itself).
- 2.6. **General Terms and Conditions** or **GTC** – the document attached hereto as **Document B** and all annexes thereto.
- 2.7. **Invitation to Submit Bids** or **ITB** – this invitation to submit Bids.
- 2.8. **Project** – the detailed engineering and the construction of the Ashdod – Ashkelon off-shore high pressure natural gas pipeline.
- 2.9. **Sub-contractor** - legal entity other than the Bidder that shall execute any part of the Works as a sub-contractor for the winning Bidder.
- 2.10. **System** – the Israeli high pressure natural gas transmission system constructed and operated by the Company.

- 2.11. **Technical Volumes – Annexes BB1 – BB22** together with all annexes thereto.
- 2.12. **Tender** – this international public tender process.
- 2.13. **Tender Documents** – the documents in accordance with which the Bidder is required to submit its Bid, including this ITB document and all the documents attached hereto.
- 2.14. **Works** - any and all the works that shall be performed by the winning Bidder for execution of Project, including but not limited to design premise, detailed engineering, construction, installation, completion and integration.

### 3. **General Information**

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

- 3.1.1. The Company is a fully owned governmental company. Under its authorities according to Israeli law and government resolutions, the Company is in charge of the construction and development of the national high-pressure natural gas transmission system (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 2018, part of the Company's 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 (including the Project hereto), the doubling of existing sections and connecting the System to governmental and private power plants, industrial zones and privately owned low-pressure natural gas distribution systems.
- 3.1.5. The development and operation of the System by the Company is regulated and supervised by the Israeli Natural Gas Authority ("NGA") that, under the Israeli Natural Gas Market Law, 2002, has the right to inspect



and overlook all aspects of construction and operation of the System, 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, on-shore and off-shore 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 700 km of high pressure natural gas pipeline of various diameters (between 10" to 36"), 3 receiving terminals, 100 block valve stations, 48 PRMSs and a LNG buoy.
- 3.2.3. In addition, currently under construction or about to begin construction (not included in the scope of this Tender) are approximately 58 km of 36" high pressure natural gas pipeline, 2 receiving terminals, block valves stations and PRMSs.
- 3.2.4. The Company shall continue to develop the System over coming years in accordance with market demands and subject to regulatory approvals granted from time to time.
- 3.2.5. More about the Company can be viewed at its website: [www.ingl.co.il](http://www.ingl.co.il).

## 4. **The Project**

### 4.1. **General Information**

- 4.1.1. The Project for which this Tender is published shall form a new southern off-shore loop, from the proposed Ashdod onshore tie-in to the proposed Ashkelon onshore tie-in, that shall be part of the off-shore transmission system. The Project includes approximately 42km of off-shore 36" pipeline, incorporating 1 inline tee ("ILT") for a future 24" branch, and 2 landfall beach crossings and tie-ins at onshore interface at both Ashdod and Ashkelon. Under current design, one landfall crossing shall be by HDD or

direct drilling and the other by coffer dam (yet this may be subject to changes).

- 4.1.2. The design premise, the detailed engineering and the construction and pre-commissioning of the Project by the Winning Bidder (the Contractor) shall be in compliance with the Technical Volumes (including but not limited to the Subsea Basis of Design (**Annex BB1**) and the General Preliminary Design (**Annex BB2**)) and with all relevant standards, statutory requirement and industry best practice.

Where conflict is found between various Tender Documents or between Tender Documents and any relevant statutory requirements or industry codes or practices, the Contractor shall present the conflict to the Company's and propose its approach, which shall be subject to the Company explicit written approval; however, in general, the most stringent requirement shall apply.

Any deviation from these requirements shall be clearly identified by the Contractor, communicated to the Company as a non-conformance and subject to the explicit written approval of the Company.

- 4.1.3. The execution of the Project is subject to certain preconditions that are not in the Company's control, including various approvals of third parties and the actual pre-payment of the cost of the Works to the Company. The Company expects that all such preconditions shall be finalized in accordance with the Schematic Schedule; yet, should they not be finalized in time or should they not be finalized at all, the Company may delay the execution of the Project and the issuance of commencing work orders or refrain from executing the Project and issuing commencing work orders, and the Contractor shall have no claims or rights against the Company. In view of the above, the Contractor shall refrain from undertaking any obligations and/or any making expenses prior to issuance of commencing works orders.

4.2. **Design Data, Pre-engineering Investigations & General Preliminary Design**

4.2.1. The Company initiated a geophysical survey and a geotechnical survey of the pipeline route and a general preliminary design of the Project, all of which shall be completed within coming months. It is the intention of the Company that these surveys be completed and delivered to the Bidders that shall be registered with the Company (as provided for in Clause 6.2 below) upon their completion, in due time before the Last Date of Submission of Bids under this Tender, and will be part of the Tender Documents and of the Contract that shall be signed with the Winning Bidder. The Bidders shall be responsible for reviewing and endorsing the surveys in context of the generated data being sufficient for the detailed design and engineering.

Should the final surveys not be completed and delivered to the Bidders prior to the Last Date of Submission of Bids, the Bidders shall use the preliminary geophysical and geotechnical reports as reference for the submission of the Bids.

4.2.2. A drawing of known on-shore and off-shore infrastructure constraints is provided hereto by the Company (**Annex BB5**). The information included in this drawing is not definite and not final and it shall be the responsibility of the Contractor, as part of the detailed design, to confirm and complete this information and generate a detailed installation constraints map. Without derogating of the above, the Contractor shall be responsible for identifying and designing necessary crossings (such as pipeline and cable) along the pipeline route.

4.2.3. The maximum water depth of the pipeline is estimated at 45m. This shall be reviewed and confirmed by the Contractor during the detailed design, after completion of the geophysical and geotechnical surveys and of the general preliminary design.

4.2.4. The Company shall provide the Contractor with an Environmental Management Monitoring Plan ("EMMP") that shall include instructions and restrictions for the construction period. The Contractor shall be obligated to follow all such instructions and restrictions as well as any additional instructions and/or restrictions that shall be imposed by any environmental authority in Israel.

Should the final EMMP not be completed and delivered to the Bidders prior to the Last Date of Submission of Bids, the Bidders shall use the preliminary environmental reports as reference for the submission of the Bids; and should there appear major differences between the preliminary reports and the final EMMP, the changes reasonably required (if required) in price and/or schedule shall be negotiated between the Company and the Contractor.

4.2.5. On shore battery limits shall be at the entrance to the underground coastal valve, yet no further than 50m east of the onshore entrance of the landfall crossing casing (see drawing on BOD). Minor adjustments to the battery limit in detailed design, due to construction practicalities, access etc. shall be accommodated by Contractor at no additional cost.

4.2.6. It is hereby clarified that the design data presented and to be presented by the Company is taken from the outcomes of preliminary pre-engineering investigations and that the Contractor is responsible for reviewing, checking, verifying and updating where applicable, all input data, in-line with any modifications in the Project system design during the detailed design phase.

#### 4.3. **Detailed Design and Engineering**

4.3.1. The Contractor shall prepare and provide the detailed design and engineering of the Project, including (but not limited to) all calculations, documentation, drawings, design reports, technical notes, datasheets, reports, studies and logs, as shall be required by any and all Israeli

governmental and local authorities (including but not limited to the NGA) for permitting and constructing the Project and all facilities associated with the Project (including gassing up).

- 4.3.2. At the outset of the detailed design the Contractor shall generate a design premise for the Project, to be submitted and subject to the approval of the Company, prior to proceeding with the detailed design.
- 4.3.3. The pipeline shall be fully welded, with no permanent spools except for up to 1 spool at the Ashkelon landfall (final position to be approved by the Company) and at the ILT, only as per option 2 as set forth in the Technical Volumes. The entire pipeline shall be trenched with at least 1.2m cover of backfill placed above top of pipe ("**TOP**") to be achieved by post-lay trenching and backfilling.
- 4.3.4. Increased trench depth and/or other methods of protection may be necessary in order to meet requirements of relevant authorities (such as port authority and Ministry of Defense) and/or in special risk areas (such as ports, fairways and military areas) and/or in areas of multiple infrastructure crossings. The Contractor shall present its proposal for trenching / backfilling to the Company for review and approval.
- 4.3.5. Part of the pipeline route may be between existing live pipelines and the Contractor shall take into consideration potential laying and trenching in approximately 50m proximity to existing infrastructure.
- 4.3.6. The ILT shall consist of a 36" > 24" tee on the 36" pipeline with two 24" / ball valves as detailed in the technical volumes (two (2) options) and shall be covered by a protection structure to be proposed by the Contractor and approved by the Company (the "**Protection Structure**"). The location of the ILT shall be proposed by the Contractor and approved by the Company, as part of the detailed design (see **Annex BB1**).

- 4.3.7. The protection structure will be stabilized on sea bed (in accordance with the soil investigation study) to prevent tilt, pan and sinking as required, preferably by pile foundations.
- 4.3.8. The connection branch shall be constructed in one of the following alternatives: **(a)** welded 36" > 24" tee with blind flange connected to a 24" welded 2X24" DBB BV branch post laying; or **(b)** 2x24" inline welded DBB BV during the laying campaign (to be supported by a relevant feasibility study).
- 4.3.9. Pigging shall be required during the construction, testing, pre-commissioning and operation of the Project. Such pigging activities shall be considered in the design and installation of the Project.
- 4.3.10. The detailed design and engineering of the Project may be executed by an engineering company to be employed as a Sub-contractor of the Contractor, subject to the written approval of the Company. A Bidder that intends to sub-contract the detailed design and engineering shall present as part of its Bid the proposed engineering company (that shall have to comply with the relevant Threshold Requirements) and an MOU between itself and the engineering company for the execution of the detailed design and engineering, should the Bidder be declared as the Winning Bidder (all as provided for below).
- 4.3.11. Bidders may also propose two different engineering companies that shall act as their Sub-contractor: one for the detailed design and engineering of the Protection Structure; and another for the detailed design and engineering of the rest of the Project.

#### 4.4. Permits and Licensing

- 4.4.1. The Company shall be responsible for the approval of the TAMA (National Master Plan) for the Project by the Israeli planning authorities.

- 4.4.2. It is expected that building permits (Heiter Bniya) shall not be required for the execution of the offshore Project; yet if building permits for the landfall crossing will be required, it shall be the responsibility of the Company to obtain such permits, subject to the Contractor providing all necessary documents in advance.
- 4.4.3. The Contractor shall prepare, as part of the detailed design and engineering of the Project, all documents, drawings, calculations, studies and all other documents required by NGA in order to approve the design for the construction and installation of the Project (known as the "**Engineering Plan**" of the Project) under the schematic structure described in the OPDI attached hereto as **Annex BB7**, and shall also prepare and submit all "As Made" documents upon completion of the Works.
- 4.4.4. The Contractor shall be responsible to obtain all other approvals, permits and licenses required by any authority, infrastructure owner and any other third party for the execution of the Works; including (but not limited to) harbor authorities, Ministry of Defense and IDF, pipeline and cable owners and operators, Sea and Coastal Department, etc. The Company shall provide an Israeli designer that shall assist the Contractor with the preparation and submission of documents to such authorities, infrastructure owners and other third parties.
- 4.5. **Materials & Construction**
- 4.5.1. The Company shall supply to the Contractor all pipes and pipe-casing (approximately 42 km of 36" pipes and approximately 2Km of 56" pipe-casings), in accordance with the Technical Volumes, as shall be required for the execution of the Project ("**Company Materials**"). If according to the Contractor's design (as approved by the Company) a different diameter of pipe casings shall be required, then the Contractor shall be responsible to order and supply the required casing without causing any delay to the Project.

- 4.5.2. The Company Materials shall be collected and loaded by the Contractor at its own expense and responsibility from Ashdod or Haifa port (at the Company's choice). Notwithstanding the above, the Company may instruct the Contractor to collect the pipes from a Greek or Cypriot port (at the Company's choice) as provided for in the GTC. Should the Company instruct so, the parties shall negotiate the change in price due to the change in the Contractor's cost.
- 4.5.3. All equipment and all materials (other than the Company Materials) required for the execution of the Works (including all welding materials and other consumables) shall be supplied and brought to the site of the Works by the Contractor at its cost and responsibility. All material supplied and brought by the Contractor shall be new materials, fabricated for the use in this specific Project.
- 4.5.4. The Contractor shall execute the construction and installation works. The main operations of construction and installation are expected to include:
- 4.5.4.1. Pre-lay and post-lay survey.
  - 4.5.4.2. 2 Landfall constructions - under current (yet not final) design, the Ashdod landfall shall be by HDD or Direct Pipe method at the Ashkelon landfall shall be by coffer dam.
  - 4.5.4.3. Pipeline installation (pipelay) including integration, overboarding and installation of inline tee (ILT).
  - 4.5.4.4. Above and/or underwater tie-in(s) if required by approved final installation methods.
  - 4.5.4.5. ILT long-term stabilization and ILT protection structure/cage (manufacture and installation).
  - 4.5.4.6. Tie-in spools protection installation (mattressing) if applicable.
  - 4.5.4.7. Post lay Pipeline trenching and backfilling.



- 4.5.4.8. General subsea flooding, gauging, testing and diving operations.
- 4.5.4.9. Pre-commissioning operations (specific procedure to be submitted for approval by Company).
- 4.5.4.10. Full MBES & ROV survey and as-made documents.
- 4.5.5. The Contractor shall submit for the approval by company a project execution plan and shall be responsible for identifying all other construction and installation activities.
- 4.5.6. The Contractor shall provide a dedicated Project Manager, Offshore Installation Manager (OIM) and additional Key Personnel, to be presented as part of its Bid, who shall comply with the relevant Threshold Requirements. The OIM shall be present at the site of the Works until the completion of the Works, handover of the Project and approval of all final deliverables. Other Key Personnel shall be present at site during all relevant times. The Project Manager, OIM and other Key Personnel may not be replaced without the prior written consent of the Company.
- 4.5.7. The Contractor shall provide at its own cost third party inspection ("TPI") and an independent marine warranty surveyor for the entire Project. The TPI shall fully review and witness all documents and activities regarding the Works for certification, monitoring and verification services, and shall issue a Certificate of Conformity upon successful completion of the Works as per DNVGL-ST-F101 and DNVGL-SE-0475 and as further provided for in the GTC.
- 4.5.8. The HDD and/or other approved drilling and crossing works at landfall as well as the Protection Structure may be executed by Sub-contractors of the Contractor, subject to the written approval of the Company. A Bidder that intends to sub-contract these parts of the Works shall present as part of its Bid the proposed Sub-contractors (that shall have to comply with the relevant Threshold Requirements) and an MOU between itself and the Sub-

contractors for the execution of these part of the Works, should the Bidder be declared as the Winning Bidder (all as provided for below).

4.5.9. The Contractor shall obtain EN 3834-2 certification within 2 months as of the date that it was awarded the execution of a Project by the Company.

#### 4.6. **Bonus for Early Completion**

4.6.1. The Contractor shall be entitled to a bonus payment should it complete all the Works (i.e. submission of completion certificate signed by all relevant parties (including the TPI)) before July 10, 2022.

4.6.2. The amount of the bonus shall be equal to 25,000 USD for every day of early completion before July 10, 2022 and up to 1,000,000 USD for 40 days or more of early completion.

4.6.3. For the removal of doubt, it is clarified that the bonus amount shall be at the maximum 1,000,000 USD, for completion on or before May 31, 2022.

4.6.4. In determining the Contractor's right to receive the bonus the Company **shall not** take into consideration **any cause** for delay (including Force Majeure, delays caused by the Company itself or any third parties as well as postponement in the issuance of the Commencing Work Orders, lack of permits and any other cause whatsoever).

### 5. **The Tender Process**

#### 5.1. **The Process**

The evaluation process of the Bids in this Tender shall consist of 3 stages, as follows:

5.1.1. **1st Stage – Threshold Requirements** - the Threshold Requirements for this Tender are set forth in Clause 9 below. A Bidder that falls short of meeting any of the Threshold Requirements will not progress to the next stage of the Tender.

5.1.2. **2nd Stage – Quality Evaluation** - Bidders that comply with the Threshold Requirements shall be further evaluated in accordance with the Quality Evaluation Criteria set forth in Clause 15 below. In order to successfully pass this stage, Bidders must receive the Minimum Score, as provided for in Clause 15.4 below.

5.1.3. **3rd Stage – Price Evaluation** - the commercial proposals of the Bidders that complied with the Threshold Requirements and received the Minimum Score shall be opened and graded.

Thereafter each Bidder shall be given its Final Score consisting of its Quality Score (20%) and its Price Score (80%), as provided for in Clause 15.11 below. Subject to all Company powers and discretion as provided for herein and under Law, the Bidder that shall receive the highest Final Grade shall be declared as the winning Bidder and shall awarded the execution of the Project.

## 5.2. Timetable for the Tender Process

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

a	Last date for submission of queries and requests for clarifications regarding the Tender	<b>15.8.2020</b>
b	Last date for submitting requests for pre-ruling regarding Tender Bond (voluntary)	<b>10.10.2020 (21 days before the last Submission Date)</b>
c	Last date for submission of Bids (" <b>Last Submission Date</b> ")	<b>1.11.2020, 17:00 (Israel time)</b>

5.2.2. The Tender Committee may decide to postpone the Last Submission Date and any of the other dates above for any reason whatsoever.

### 5.3. Submission Place

The Bids shall be submitted, **by hand delivery only** (hand delivery by courier is approved) no later than the Last Submission Date, to the Tender box designated for this purpose, located at the Company offices: Atidim Tower (Building No. 8), 2184 St., Floor 33, Engineering Department, Kiryat Atidim, Tel Aviv, Israel.

## 6. Availability of Documents and Contact Details

- 6.1. This ITB and the GTC (not including annexes thereto) are available for viewing only, online, free of charge, on the Company's Website ([www.ingl.co.il](http://www.ingl.co.il)). All other Tender Documents, including the Technical Volumes, shall be available after and upon registration with the Tender Coordinator (Mr. Ishay Nazhan at e-mail: [nazhan@ingl.co.il](mailto:nazhan@ingl.co.il)) and with legal consultants (Ms. Violetta Shiversky at e-mail: [violetta@skzlaw.co.il](mailto:violetta@skzlaw.co.il)).
- 6.2. Prior to and as a precondition to receiving the complete Tender Documents from the Company's website, Bidders shall: **(a)** pay the Company the amount of 1,000 Euro or 4,000 NIS (including VAT) as provided for in Clause 6.3 below; and **(b)** send via e-mail to the Tender Coordinator their contact details, 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**") and an undertaking of confidentiality, in the form attached as **Annex A1**.
- 6.3. The payment to the Company (as provided for in clause 6.2 above) shall be made by bank transfer according with the following details:

Bank Leumi Le-Israel b.m.

Swift code/BIC/TID - LUMIILITXXX

Routing no. //IL010901

Account no. 20080046

Account name: Israel Natural Gas Lines Ltd.

IBAN: IL050109010000020080046

Upon transfer Bidders are requested to e-mail a copy of the transfer confirmation both to [nazhan@ingl.co.il](mailto:nazhan@ingl.co.il) and to [violetta@skzlaw.co.il](mailto:violetta@skzlaw.co.il).

- 6.4. Hard copies and digital copies (CD) of the full Tender Documents shall be sent by courier to all Bidders that shall make the payment and send their contact details as provided for in Clause 6.2 above.
- 6.5. Only Bidders that shall register with the Company and provide their contact details and make the payment for the Tender Documents shall receive updates, clarifications and amendments regarding the Tender.
- 6.6. **Until the Last Submission Date Bidders are required to enter the Tender portal at the Company web-site ("Tenders/Publication" folder) on a daily basis and check for any updates (such as clarifications and postponements) published by the Company.**

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

- 7.1. Bidders are entitled to contact the Company in writing, and submit a request for clarifications regarding the Tender. Such requests may be submitted by no later than the date provided for in Clause 5.2.1 above and shall be directed to the Tender Coordinator and legal consultants via emails: [nazhan@ingl.co.il](mailto:nazhan@ingl.co.il) and [violetta@skzlaw.co.il](mailto:violetta@skzlaw.co.il).
- 7.2. 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.
- 7.3. All Bidders shall confirm in writing the acceptance of all addenda. 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 shall be an integral part of the Tender Documents (even if were not signed by the Bidders).

## 8. Preparation of Bids

- 8.1. Bidders are required to prepare their Bids in full conformity with this Tender, 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.
- 8.2. **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 the framework of the clarification process. The Company may, at its sole discretion, disqualify any Bid containing any such Deviation/s or demand that the Bidder amend its Bid, as set out in Clause 21.3.9 below.

## 9. Threshold Requirements

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

### 9.1. **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, operating as a contractor for off-shore construction works, having the capabilities and experience detailed in this Clause 9 below.

### 9.2. **Equipment**

Bidder owns (including by long-term lease) a vessel designed and equipped for laying subsea pipeline of at least 36" diameter at water depth of at least 50m using S-LAY technique (this vessel to be used in the execution of the Project).

### 9.3. **Professional Experience and Capabilities**

- 9.3.1. **EPC PROJECTS** - Bidder has successfully executed and completed (including testing and pre-commissioning) as of the beginning of 2010 until the Last Submission Date, as an **EPC contractor**, at least 2 off-shore oil

and/or gas pipeline projects, each with at least **(a)** 24" in diameter; **(b)** 10K in length; and **(c)** reaching water depth of 30m.

For the purpose of complying with the Threshold Requirements of this Clause 9.3.1 – " **EPC contractor**" means that the Bidder was the entity that executed by itself the construction of the pipeline, managed the design, engineering and quality control of all the works, and bore full professional responsibility for the works.

- 9.3.2. **TRENCHING AND BACKFILLING** - Bidder (by itself or as prime contractor of a sub-contractor) has successfully executed and completed as of the beginning of 2010 until the Last Submission Date at least 2 off-shore oil and/or gas pipeline projects **(a)** of at least 18" in diameter; **(b)** reaching water depth of at least 20m; **(c)** with at least 4km for both projects together of trenching and backfilling of at least 0.5m TOP; and **(d)** trenching and backfilling surveys by post-lay trenching.
- 9.3.3. **SUBSEA STRUCTURES** - Bidder (by itself or as prime contractor of a sub-contractor) has successfully constructed and completed (including testing and pre-commissioning) as of the beginning of 2010 until the Last Submission Date, at least 1 off-shore oil and/or gas subsea structure, with at least **(a)** pipework 18" in diameter; **(b)** 2 subsea valves of at least 18"; and **(c)** executed at water depth of at least 45m.
- 9.3.4. **LANDFALL CROSSING** - Bidder or a company presented in the Bid as a Sub-contractor on behalf of the Bidder has successfully executed, as of the beginning of 2010 until the Last Submission Date, landfall crossings for at least 3 pipeline projects **(a)** at least two by HDD or Direct Pipe method or an equivalent; one of them with pipe casing of at least 48" in diameter and the other with pipe casing of at least 30" in diameter; ; and **(b)** at least one by coffer dam methodology with at least 150m in length.
- 9.3.5. **DETAILED DESIGN AND ENGINEERING OF PIPELINE** – The Bidder's engineering department or an engineering company presented in the Bid

as a Sub-contractor on behalf of the Bidder has been active as such as of 2008 and successfully executed, as of the beginning of 2010 until the Last Submission Date, the detailed design and engineering of at least 2 oil and/or gas subsea pipeline projects **(a)** each of at least 18" in diameter; **(b)** one which included a subsea structure; **(c)** each of at least 10km in length; **(d)** each reaching water depth of at least 45m; and **(e)** each with minimum class ANSI 600 designed pressure.

Should the Bidder rely on its own engineering department, such department must include at least 5 engineers employed by the Bidder over (at least) the 2 years' period prior to the Last Submission Date.

9.3.6. For the purpose of complying with the Threshold Requirements of this Clause 9.3 above, the Bidder may present the same project for more than one requirement.

9.3.7. It is clarified that sub-contractors (when applicable) may be engaged and presented by more than one Bidder.

#### 9.4. Financial Requirements

9.4.1. The Bidder shall comply with all the following financial requirements:

9.4.1.1. The average annual turnover of the Bidder for the years 2016 – 2019 was not less than 75 million USD; and

9.4.1.2. Based on its audited financial statements, its equity for the end of 2019, was no less than 5 million USD; and

9.4.1.3. Its average yearly cash flow from operating activities for the years 2016 – 2019 was positive or, if negative, less than 25% of its equity for the end of 2019.

9.4.2. For the purposes of compliance with the requirement set forth in Clause 9.4 above, a Bidder may rely upon a (direct or indirect) parent company holding, directly or indirectly, more than 50% of the voting power the Bidder or the power to appoint more than 50% of its directors ("**Parent**



**Company**"). In such case, the Parent Company shall be subject jointly and severally to all obligations of its subsidiary pursuant to this Tender and must execute and submit the following:

- 9.4.2.1. The Declaration, Warranty and Undertaking attached as **Annex A3**;
- 9.4.2.2. the Parent Company Guarantee attached hereto as **Annex A4**;
- 9.4.2.3. the Legal Opinion for Parent Company in the form set forth in **Annex A5**.

## 9.5. Key Personnel

The Bidder must present the following essential key personnel ("**Key Personnel**"), having the proper qualifications and adequate experience (but no less than the minimum requirements specified below), who shall be employed by the Bidder in the management and execution of Works, should the Bidder be declared as the Winning Bidder:

### 9.5.1. Project Manager

Having experience of no less than 5 years as of 1.1.2010 as project manager of at least 2 off-shore projects for the construction of oil and/or gas subsea pipeline, each with of at least **(a)** 18" in diameter; **(b)** 10km in length; **(c)** reaching water depth of at least 45m; and **(d)** at least one of the projects with trenching and backfilling of the pipeline; including planning, managing manpower and technical equipment, budget control and coordinating with the subcontractors, authorities and infrastructure owners during the execution of the works.

### 9.5.2. Offshore Installation Manager (OIM)

Having experience of no less than 5 years as of 2010 as OIM - including planning, managing manpower and technical equipment, budget control and coordinating subcontractors, authorities and infrastructure owners during the execution of the works - of at least 2 projects for the

construction of subsea oil and/or gas pipeline, each with of at least **(a)** 18" in diameter; **(b)** 10km in length; **(c)** reaching water depth of at least 45m; and **(d)** at least one of the projects with trenching and backfilling of the pipeline and at least one of the projects with a landfall; and at least 2 projects for the installation of subsea structures, each with of at least **(a)** Pipework 18" in diameter; and **(b)** executed at water depth of at least 45m.

9.5.3. Qualified Welding Engineer

9.5.3.1. Holding qualification as welding engineer from a European or American entity authorized to issue such qualifications for at least 5 years prior to the Last Submission Date.

9.5.3.2. Having experience in the position of welding engineer complying with DNV standard in at least 2 projects for the construction of subsea oil and/or gas pipeline, each with of at least **(a)** 18" in diameter or greater; and **(b)** 10km in length.

9.5.4. Quality Control Expert

9.5.4.1. An engineer with minimum 5 years of experience in the position of quality control expert.

9.5.4.2. Having experience in the position of quality control expert in no less than 1 project for the construction of subsea oil and/or gas pipeline, with of at least **(a)** 18" in diameter; **(b)** 10km in length; **(c)** reaching water depth of at least 45m.

9.5.5. HSE Manager

9.5.5.1. Qualified as safety manager for offshore engineering and construction projects (note: the requirement is for a qualified "safety manager" and not a foreman).

9.5.5.2. Having experience of no less than 3 years as of 2010 as safety manager in off-shore projects for longitudinal (linear)

infrastructure projects, which included heavy construction equipment.

9.5.6. Additional General Requirement for Key Personnel

9.5.6.1. The Key Personnel presented in the Bid shall be employed by the Contractor (as an employee or free-lancer) and shall be present in Israel and actively involved in the execution of the Project throughout the Construction Phase of the the Project. Breach of this undertaking shall entitle the Company, without derogating from its rights pursuant to any law and/or the GTC, to collect liquidated damages from the Contractor as provided for in the GTC.

9.5.6.2. In addition to the Key Personnel described above, the Contractor shall also employ a diving supervisor, to be approved by the Company, having experience of no less than 5 years as of 2008 as diving Supervisor, IMCA certified (or equivalent), of at least 3 projects for saturation diving installation of subsea structures, each including DSV for saturation diving and reaching water depth of at least 45m.

9.5.7. The Company may instruct a Bidder to replace any one of the Key Personnel at its sole professional discretion, during the Tender phase and/or during the execution of a Project.

9.6. **General Requirements**

9.6.1. The Bidder submitted the Tender Bond as set forth in Clauses 0 and 11 below.

9.6.2. The Bidder was not declared under the Act for Fighting Iran's Nuclear Plan, 2012, as an entity with which Israeli entities may not conduct business.

9.6.3. The Bidder made the 1,000 Euro or 4,000 NIS payment for the Tender Documents as provided for in Clause 6.2 above.

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

10. **Structure of the Bids - Two Parts**

The Bidder shall submit its Bid in 2 separate envelopes, as detailed hereinafter.

**Envelope 1**

In Envelope 1 the Bidder shall include the following documents for the purpose of validating its compliance with the Threshold Requirements and evaluating its Bid (as provided for in Clause 15 below):

10.1. **Cover Letter**

A cover letter addressed to the Company, signed by the authorized representative of the Bidder, listing in an **orderly numbered table of content** of the documents comprising the Bid being submitted.

10.2. **Declaration, Warranty and Undertaking**

The Declaration, Warranty and Undertaking in the form attached hereto as **Annex A2** duly signed by the Bidder and, if relevant, the Parent Company.

10.3. **Statement regarding Brokerage**

A statement regarding non-payment of brokerage fees and non-employment of the Company's advisors in the form attached hereto as **Annex A3** duly signed by the Bidder.

10.4. **Parent Company Guarantee**

If relevant per Clause 9.4.2 above - the Bidder shall submit a Parent Company guarantee executed in the form attached hereto as **Annex A4**.

10.5. **Legal Structure**

Complete details of the current legal structure and composition of the Bidder and (if relevant) Parent Company, identifying and describing their ultimate parent company/ies, **together with a chart** of the same and the incorporation documents

of the Bidder. All of the above shall be validated by a legal opinion in the form attached hereto as **Annex A5**.

10.6. Tender Bond

The Tender Bond, in the form attached hereto as **Annex A6**, duly executed pursuant to the provisions hereof. The Tender Bond shall be submitted in a **separate** envelope inside Envelope 1.

10.7. Form regarding Equipment

The form attached hereto as **Annex A7(1)** with details regarding the vessel owned or leased by the Bidder including technical specification of the vessel, and to be used in the execution of the Project, in accordance with Clause 9.2 above, including all data requested within the form, signed by the Bidder, together with the vessel's certificate of registration and (if relevant) the lease of the vessel.

10.8. Forms regarding Past Project Experience of the Bidder and Sub-contractors

The forms attached hereto as **Annexes A7(2) to A7(6)** with details regarding the past experience of the Bidder and (if relevant) its Sub-contractor(s), in accordance with Clause 9.3 above, including all data requested within the forms, signed by the Bidder and the relevant Sub-contractors (if relevant).

10.9. Forms regarding Key Personnel

A detailed description of the Bidder's Key Personnel demonstrating their compliance with the Threshold Requirements detailed in Clause 9.4.2.3 above, to be presented in the form attached hereto as **Annexes A7(7) to A7(11)**, together with a detailed CV for each. The detailed CVs shall be accompanied by supporting information and documents regarding the Key Personnel, which may contribute to their evaluation by the Company (as part of the Quality Score).

The form regarding each of the Key Personnel shall be signed by the relevant person as confirmation of the details described thereto and of his consent to be employed by the Bidder in the management and execution of Works for the

Company, should the Bidder be declared as the Winning Bidder. Digital or scanned signature by the relevant person may be submitted.

10.10. Financial Statements

Certificate (confirmed by the Bidder's CPA) regarding average turnover, equity and average cash flow in the form attached hereto as **Annex A8**. This certificate shall be supported by the Bidder's financial statements for all relevant years as well as, if exists, the most recent interim financial report.

10.11. Agreements with Proposed Sub-contractors

If relevant – agreement(s) with the Sub-contractor(s) proposed by the Bidder for the execution of the detailed design and engineering of the Project and/or for the execution of the landfall works, according to which the Sub-contractor undertakes to execute the relevant services or works on behalf of the Bidder, if the Bidder shall be declared as the Winning Bidder of this Tender.

10.12. Power of Attorney

A power of attorney signed by the Bidder in the form attached hereto as **Annex A9**, empowering the Authorized Representative to sign all documents, including all of the Tender Documents, on behalf of the Bidder.

10.13. Documents for the Authority for Industrial Cooperation

Initialed documents as provided for in Clause 25 below (**Annex A10**).

10.14. Tables regarding Quality Requirements - Professional Experience

Detailed descriptions of relevant projects executed by the Bidder as an EPC contractor, with direct and full responsibility for the construction and welding works and all other aspects of the execution of the project and all risks thereof. Such description shall include, inter alia **(i)** the name of the customer for whom each project was performed (including contact details); **(ii)** the value, nature, duration and scope of each project, length and diameter of pipeline; **(iii)** working methods (such as coffer dam or HDD or direct drilling); **(iv)** work in complex

environment (such work narrow working strips or in close vicinity to existing infrastructure, military zones, ports and fairways); **(v)** the scope of personnel employed and equipment used by it or on its behalf in each project; **(vi)** the role and part of the Bidder in the management and execution of the project; **(vii)** country of execution (with reference to projects that were executed out of the Bidder's country of residence); **(viii)** relevant international standards (such as DNVGL-ST-F101) under which the projects were executed; and all other details requested under **Annexes A11(1) to A11(3)**. These Annexes shall be signed by the Bidder and the relevant Sub-contractors (if relevant).

**10.15. Tables regarding Quality Requirements - Key Personnel**

Information, CVs, certifications and recommendations regarding the Key Personnel presented in the Bid, with reference to projects in which they were employed by the Bidder itself and all other details requested under **Annexes A12(1) to A12(5)**. The forms regarding each of the Key Personnel shall be signed by the relevant person as confirmation of the details described thereto (digital or scanned signatures are permitted).

**10.16. Methodology**

10.16.1. A description of the Bidder's proposed execution methodology for the Project, with reference to preparations to be made, personnel, equipment, managing special difficulties, budget control, etc.

10.16.2. A description of the Bidder's proposed QA and QC methods and personnel and its quality assurance control plan that will be implemented in the execution of Project for the Company.

10.16.3. A description of the health, safety and environmental (HSE) policies and procedures, including the safety management plan of the Bidder, which it proposes to implement in the execution of Project for the Company.

10.16.4. A description of the Bidder's proposed pre-commissioning methodology including flooding, gauging, drying and testing.

10.16.5. An organization chart of the proposed professional management team of the Bidder for the Project.

10.16.6. An organogram of all sub-contractors and suppliers proposed for the Project.

10.16.7. An organogram of all vessels proposed for the Project.

10.16.8. The proposed schedule for all main activities of the Project.

It is hereby clarified that the review and evaluation of the methodology presented as part of the Bid does not constitute an approval of such methodology for any future Project.

#### 10.17. Resources

Detailed information of the Bidder's resources, including personnel, fleet, construction equipment and pipelay machinery. Such information shall evidence the availability of all such personnel, vessels, equipment and machinery. Such information shall also include a list of relevant equipment (models and year) owned by the Bidder and (if relevant) the Sub-contractor for landfall works, such as welding machines, drilling machines, bending machines, pressure test equipment and any other required equipment.

#### 10.18. A duly signed GTC

A signed copy of the printed Agreement and GTC (**the original** that shall be sent to the Bidders as provided for in Clause 6.4 above).

#### 10.19. The Tender Documents

The printed Tender Documents and the CD containing the Tender Documents (**the original ones** that shall be sent to the Bidders as provided for in Clause 6.4 above) signed by the Bidder (no need to print the CD documents but only sign the CD itself).

#### 10.20. Clarifications & Amendments



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

10.21. Envelope 1 CD

A CD containing the 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 Envelope 1 CD shall not include any documents, information and/or materials regarding the Commercial Proposal, and these shall be submitted only as part of Envelope 2.

**Envelope 2 – Commercial Proposal**

In Envelope 2 the Bidder shall include its commercial proposal (Bill of Quantities) in form attached hereto as **Annex A13**, duly signed by the Bidder. **Note that Bidder must quote a price for all items detailed in Annex 13; including all items for “EPC Bid Cost Breakdown (Bill of Quantities)” and all items for “EPC Evaluation Costs”. A commercial proposal that shall not quote a price for all items may be disqualified.**

**Envelope 2 shall be sealed and inserted into Envelope 1.**

11. **Tender Bond**

11.1. Each Bidder shall submit, as part of its Bid, a Tender Bond in the sum of 500,000 USD, in the form set out in **Annex A6** (the "**Tender Bond**").

11.2. The Tender Bond shall be an autonomous, irrevocable and unconditional on demand bank guarantee, issued by one of the following:

- (a) a commercial Israeli bank rated with an AAA local rating (or an equivalent rating); or
- (b) a foreign bank in a country having diplomatic relations with Israel, and rated with at least BBB- rating by a reputable international rating agency.

11.3. The Tender Bond shall remain in effect until May 1, 2021. Should the validity of a Bid be extended for more than 6 month of the Last Submission Date, the Bidder

shall extend the validity of the Tender Bond so that it shall remain valid for at least 30 days after the extended expiration date of the Bid.

- 11.4. The Bidder shall notify the Tender Committee of any decrease in the rating of the institution issuing the Tender Bond immediately after such decrease is first brought to its knowledge. In the event of such decrease the Tender Committee may demand substitution of the guarantee (including substitution of a foreign institution with an Israeli institution).
- 11.5. The Tender Bond shall serve as a guarantee for the compliance of the Bidder with the requirements of the Tender (including with its obligation to maintain the validity of its Bid in accordance with the provisions of the Tender) and to enter into the Contract in accordance with its Bid, if declared as the Winning Bidder.
- 11.6. The Tender Bond may be forfeited by the Company as an agreed upon compensation to the Company (without derogating from any other remedy and/or right of the Company under Law) if the Bidder fails to fulfill the requirements of this Tender. Without derogating of the above, the Tender Bond may be forfeited if: **(i)** the Bidder does not extend the validity of its Bid in accordance with the provisions of this Tender; **(ii)** the Bidder withdraws its Bid prior to the last date of validity of the Bid or prior to such time as the Company notifies the Bidder that its Bid was not chosen or rejected; or **(iii)** the Winning Bidder fails to sign the Contract or fulfill any of the preconditions for signing Contract.
- 11.7. Any bank charges or similar charges entailed by the Bidders in relation with the provisions of this Clause, including in relation to extending the Tender Bond, shall be borne solely by the Bidders.
- 11.8. Voluntary Pre-Ruling of Tender Bond:
- 11.8.1. In order to minimize the possibility of faults in the Tender Bond, the Bidders **may** present the Company with a draft of the Tender Bond they intend to submit, for the purposes of receiving the Company's approval on the wording of the Tender Bond. The draft can be presented no later

than 21 days prior to the Last Submission Date and the Company will provide its approval and/or comments no later than 14 days prior to the Last Submission Date.

11.8.2. For the removal of doubt, the pre-ruling process of the Tender Bond is a voluntary process, providing the Bidders with an opportunity to reduce the risk of disqualification due to non-complying Tender Bonds.

## 12. **Bids Submission Rules**

- 12.1. 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.
- 12.2. All Bid documents must be typed legibly. Each volume comprising the Bid documents shall be bound by **spiral or ring binder only**, shall be consecutively numerated and include a table of contents.
- 12.3. The Bid shall be signed with the full signature of the Bidder and of the authorized signatories of the Bidder.
- 12.4. Bidders shall submit **1 original and 2 additional identical printed 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.
- 12.5. The Tender Committee shall not be bound to accept any Bidders' confidentiality statements as marked or any restriction therein.
- 12.6. The complete Bid shall be without Deviations, except for those that have been made pursuant to written instructions issued by the Tender Committee, or as necessary to correct errors made by the Bidder. The Bidder shall initial the right-hand side of each part of the Bid where such Deviations have been made.

- 12.7. The Company shall be entitled, at its sole discretion, to disqualify any Bid that contains Deviations with respect to the terms of the Tender.
- 12.8. 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.
- 12.9. There shall be nothing in the contents of the Bid which does not comply with the provisions of Israeli law or with in other law that the Bidder is subject to.
- 12.10. 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.

**13. Validity of Bid**

- 13.1. The Bid shall remain valid for a period of 6 months as of the Last Submission Date. The Company, at its sole discretion may extend the validity of the Bids for an additional 6 months period.
- 13.2. Without derogating from the foregoing, the Company may request the Bidders (or any of them) to extend the validity of their Bid for one or more additional periods.

**14. Requests for Clarifications and/or Supplementations of Submitted Bids**

- 14.1. At any point up to the declaration of the Winning Bidder, the Company may, at its sole discretion, ask any of the Bidders, individually or simultaneously, for clarifications and/or supplementations of their Bids and/or ask them to give presentations of their Bids or any part thereof and/or conduct a visit in a current operational work site of the Bidder and/or its offices and/or request further recommendations and/or contact persons who can provide the Company with information regarding the Bidder.
- 14.2. The Bidders shall deliver to the Company all the data and documents required within the period of time and in the manner determined by the Company in its

request. The response of the Bidders shall be considered as an integral part of the Bid.

14.3. 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 and/or its capability to carry out the Works. Bidders shall attach to such notification all updated documentation and information, relevant to any such change or event.

14.4. 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.

#### 15. Examination of the Bids

The examination of the Bids shall be carried out in 3 stages, as detailed below:

15.1. **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.

15.2. **In the second stage** the Company shall examine the contents of Envelope 1 in order to evaluate and score the quality of the Bids ("**Quality Score**").

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

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

Category Criteria	Maximum score
<b>(A) Past Experience:</b> 1. Past experience of the Bidder as EPC contractor in subsea pipeline installation projects under relevant standards (such	12

<p>as ISO and DNV).</p> <p>2. Past experience of the Bidder as prime contractor in subsea pipeline installation works in complex environment (such as narrow working strips, in close vicinity to existing underground infrastructure, military zones, ports and fairways).</p> <p>3. Past experience of the Bidder or (if relevant) of the proposed as Sub-contractor in the construction of subsea structures under relevant standards (such as ISO and DNV).</p> <p>4. Past experience of the Bidder or (if relevant) of the proposed Sub-contractor in trenching and backfilling of off-shore oil/gas pipeline under relevant standards (such as ISO and DNV).</p> <p>5. Past experience of the Bidder's engineering department or (if relevant) of the engineering company(s) proposed as Sub-contractor(s) in the detailed design and engineering of subsea pipeline and of subsea structure installation projects of similar scope and under relevant standards (such as ISO and DNV).</p> <p>6. Past experience of the Bidder or (if relevant) of the entity proposed as Sub-contractor in the execution of landfall works of similar scope and under relevant standards (such as ISO and EN).</p>	<p>8</p> <p>4</p> <p>4</p> <p>12</p> <p>10</p>
<p><b>(B) Key Personnel</b></p> <p>1. Project Manager</p> <p>2. OIM- Offshore Installation Manager</p> <p>3. Qualified Welding Engineer</p> <p>4. Quality Control Expert</p> <p>5. HSE Manager</p>	<p>6</p> <p>6</p> <p>4</p> <p>2</p> <p>2</p>

<b>(C) Resources</b>  Relevant fleet and equipment owned by the Bidder and (if relevant) the proposed Sub-contractor(s) to be used in the execution of the Project.	20
<b>(D) Methodology</b>  1. Bidder's execution methodology.	4
2. Bidder's QA and QC methods and personnel and its quality assurance control plan.	2
3. Health, safety and environmental (HSE) policies and procedures (including safety management plan).	2
4. Organization charts of the following teams of the Bidder: <ul style="list-style-type: none"> <li>• Professional management;</li> <li>• Safety</li> <li>• QA/QC</li> </ul>	2
<b>Total</b>	<b>100</b>

15.4. A Bidder that shall be awarded **less than 75 points in total** or **less than 50% of the maximum points for any main category** (the "Minimum Quality Score") shall be disqualified.

15.5. 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 past experience of the Company itself with the Bidder or any Sub-contractor.

15.6. As part of the evaluation of the quality of the Bids, the Company may, but in no way is it obligated to, 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 or by video conference (at the Company's discretion). 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. Should a Bidder

attend such interview in Israel yet its Bid shall not be declared as the winning Bid, then the Company shall reimburse it for its out-of-pocket travel expenses for the interview, yet no more than 5,000 USD.

- 15.7. In the event that the Company decides to ask a Bidder for a presentation or an interview, such presentation or interview may require the presence of representatives of any proposed Sub-contractor.
- 15.8. A presentation, if required, should be made in the English language and should not be longer than two hours, and may be followed by questions from the Company and/or the evaluation team and/or anyone on their behalf.
- 15.9. 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.
- 15.10. **In the third stage** the Company shall open Envelope 2 of the Bidders that comply with the Threshold Requirements and received at least the Minimum Quality Score, and grade their Commercial Proposals ("**Price Score**"). The lowest Commercial Proposal shall be awarded 100 points in the Price Score. The Price Score for the other Bidders shall be determined as follows:

$$(\text{lowest Commercial Proposal} / \text{evaluated Commercial Proposal}) \times 100 = \text{Price Score}$$

- 15.11. Following the above, each Bid shall be granted its final score ("**Final Score**") according to the following formula:

$$0.2 \times \text{Quality Score} + 0.8 \times \text{Price Score} = \text{Final Score}$$

- 15.12. Subject to the prerogatives of the Company under these Tender Documents and/or under Law, the Bidder whose Bid that was granted the highest Final Score shall be declared as the Winning Bidder.

#### Best and Final

- 15.13. Notwithstanding Clause 15.12 above, the Company may, at its sole discretion, conduct a best and final procedure in which the 3 Bidders with the highest Final Score will be requested to resubmit their Commercial Proposals, and may set a



maximum for these proposals. Following such best and final procedure (if conducted) the Company shall re-grade the Price Score and Final Score of the relevant Bidders.

**16. Signing the Agreement**

- 16.1. The Company shall sign the Agreement with the Winning Bidder ("**Contractor**").
- 16.2. Anything to the contrary notwithstanding, the Agreement shall not come into force until the Company signs it by its authorized signatories.

**17. Issuance of Commencing Work Order**

- 17.1. Following the execution of the Agreement, the Company shall issue the Contractor a commencing work orders for the engineering and design of the Project and thereafter a commencing work order for the construction works.
- 17.2. The commencing work orders shall be accompanied by the updated and binding set of plans and schematic time schedule for the Project.
- 17.3. Within 30 days as of the issuance of the commencing work order for the engineering and design of the Project the Contractor shall submit the Performance Guarantee in the amount equal to 10% of the Agreement Price (including VAT).
- 17.4. The commencing work order for the construction works shall include a period of 60 days prior to the scheduled date for the actual start of construction on site, for Contractor's organization for the works on site. During this period and as precondition for the actual start of construction on site, the Contractor shall submit to the Company the following documents and information:
  - 17.4.1. A detailed time schedule for the execution of the Project, in accordance with the Company's updated schematic frame schedule - shall be submitted for the Company's approval within 30 days as of the issuance of the commencing work order and thereafter attached as an annex to the GTC.

- 17.4.2. The quality control program for the Project, based on the Bid according to the requirements and provisions as detailed in the Quality Control Volume - shall be submitted for the Company's approval within 30 days as of the issuance of the commencing work order and thereafter attached as an annex to the Quality Control Volume.
- 17.4.3. All documents, approvals and certifications as required by any relevant authority, in accordance with the building permit applications, if applicable according to Law, and all other necessary documents as required by all laws and regulations for execution the Works on site, in accordance with the technical specification – shall be completed and submitted for the Company's review at least 30 days prior to the date set be the Company for the commencement of Works on site.
- 17.4.4. In case of an External Supplier (as defined in the Regulations for Reciprocal Procurement) - the approval of the Authority for Industrial Cooperation of the Contractor's program for implementation as required by the Regulations.
- 17.4.5. A valid exemption from registration from the Israeli Registrar of Contractors under Section 14A of the Contractors Registration Law, 1969 shall be received and submitted for the Company's review at least 30 days prior to the date set be the Company for the commencement of Works on site.
- 17.5. It may be that at the time of issuance of a commencing work order for the construction works the Company shall not hold yet building permits for entire Project and these shall be provided (as so far as such permits are required under Law) in accordance with the schedule for the execution of the Project.

## 18. **Order of Precedence**

- 18.1. During the Tender process and until the signing of the Contract, in the event of any conflict or discrepancy between any provisions of the Tender and any other document, the provisions of this Invitation to Submit Bids ("**ITB**") shall prevail.

18.2. Following the signing of the Contract, the order of precedence between documents shall be as specified in the GTC.

19. **Information Supplied by the Company**

19.1. 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.

19.2. 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.

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

20.1. 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.

20.2. Neither the Bidder nor any of its Sub-contractors may at any time be connected with the Company or its employees or its consultants.

20.3. The Bid shall not be prepared in collusion with any other Bidder participating in the Tender, nor with any affiliate thereof.

20.4. A Bidder may not submit and may be involved – directly or indirectly – in the submission of more than one Bid.

20.5. 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.

- 20.6. The Winning Bidder 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, Sub-contractors 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.
- 20.7. Without derogating of the above, Bidders and Approved Contractors (as applicable) shall comply at all times with its declarations and undertaking regarding conflict of interests as detailed in **Annex AA7** of the GTC.
- 20.8. Bidders and Approved Contractors (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)).

21. **General Prerogatives of the Company**

- 21.1. 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 ("**Amendment**").
- 21.2. 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.
- 21.3. 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:

- 21.3.1. 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.
- 21.3.2. Request additional information and/or clarifications from any of the Bidders.
- 21.3.3. 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 .
- 21.3.4. Disqualify Bids if they are lacking, misleading, unreasonable, manipulative or based on incorrect assumptions or misapprehension.
- 21.3.5. 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 the minutes whereby the notice of the modification shall be delivered to the Bidder.
- 21.3.6. Award a provisional score to any Bidder for any of the evaluation criteria, subject to the receipt of all required documentation from such Bidder.
- 21.3.7. 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.
- 21.3.8. 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.

21.3.9. 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:

21.3.9.1. 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 require the Bidder to conform to all the requirements of the Tender as amended;

21.3.9.2. View all or part of a Deviation as errors which do not conflict with the principle of equality;

21.3.9.3. Require the Bidder to correct all or part of the deviations;

21.3.9.4. Disqualify the Bid.

## 22. **Disqualification of Bid**

22.1. 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. The disqualifying conditions and events apply both to the Bidders and their shareholders, to parent entities and to any Sub-contractors (hereinafter in this Clause jointly referred to as "**Bidder**").

22.1.1. The commencement of bankruptcy, receivership, liquidation or reorganization, reconstruction or composition of creditors proceedings against the Bidder or a similar situation, or if an interim or permanent

- receiver, liquidator, administrator or similar officer is appointed over the Bidder and/or the assets thereof, or if the Bidder has become insolvent.
- 22.1.2. 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.
- 22.1.3. Commencement of any legal proceedings, which allegedly relate to an offence, which in the Company's opinion, affects the integrity of the Bidder.
- 22.1.4. Commitment of a grave error by any Bidder in the performance of its profession.
- 22.1.5. 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.
- 22.1.6. 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.
- 22.1.7. The existence of a material conflict of interest in a Bidder or any interested party therein.
- 22.1.8. Any event or change in circumstances in the Bidder, which may adversely affect the Bidder's capacity to be approved as a Bidder.
- 22.1.9. Any material breach of the provisions of the Tender, including the submission of any false or incomplete information.
- 22.1.10. Any other event or circumstances which the Company shall consider, at its sole discretion, as justifying disqualification of any Bidder.

22.2. 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.

23. **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.

24. **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.

25. **Industrial Cooperation Undertaking**

25.1. The Tender and any order to be issued pursuant to the Tender is being undertaken under the regulation and supervision of the Industrial Cooperation Authority (the "ICA"), in accordance with the Mandatory Tender Regulations (Preference for Israeli Products and Mandatory Business Cooperation) 5755-1995 (the "ICA Regulations").

25.2. The Bidders undertake to comply with all the relevant conditions and ICA Regulations and shall fill and submit the ICA standard form, a sample of which is attached hereto as **Annex A10**.

25.3. Without derogating of the authority and rights vested with the ICA under the ICA Regulations, the Company and/or the ICA have the right 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.

25.4. The Company has the right (but is no way is it obligated) to instruct a Bidder to amend its Bid, clarify it or change it, in order that such Bid will comply with the requirements of the ICA as well as disqualify a Bid or a Bidder that will not comply with the requirements of the ICA.



25.5. 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.

**26. Governing Law**

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

26.2. Any matter related to this Tender and the Works 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 representatives	Signature & Stamp
	By: Title: Date:	
	By: Title: Date:	

**ANNEX A1**

**TENDER No. INGL/TENDER/2020/20**

**CONTACT DETAILS and UNDERTAKING OF CONFIDENTIALITY**

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.

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

**ANNEX A2**

**TENDER No. INGL/TENDER/2020/20**

**DECLARATION, WARRANTY AND UNDERTAKING**

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: \_\_\_\_\_ (the "**Bidder**") hereby declare, warrant and undertake, jointly and severally, to the Company as follows:

1. We execute this document as part of the materials comprising the Bid for the Tender.
2. Our Bid shall remain valid and in full force and effect for the time period set forth in the Tender.
3. We have received and diligently reviewed all of the Tender Documents 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.
4. 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 Contractors, and that to the extent that we had such claims, we submitted such claims prior to the Last Submission Date. Where we have not made such claims by the Last Submission Date we shall be deemed to have waived any such claims.
5. 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.
6. 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 Approved Contractor in the Tender Process or **(ii)** any other action taken by the Company in connection with the Tender Process.

7. 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 future Project.
8. We warrant that **(i)** the 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.
9. We warrant that the Bid has not been prepared in collusion with any other Bidder participating in the Tender Process, nor with any Member of such Bidder or any affiliate thereof, and no Member of the Bidder is a Member, either directly or indirectly, in any other Bidder participating in the Tender Process.
10. 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.
11. We acknowledge and agree **(i)** that our signatures on the Bid, the GTC and any other of the Tender Documents shall fully bind us with regard thereto; and that **(ii)** the Company shall be entitled to draw down on the Tender Bond in any event in which we withdraw our bid or breach any of our undertakings, obligations and/or representations set forth in this Declaration, Warranty and Undertaking; and that **(iii)** we shall have no claim, suit or cause of action with regard thereto.
12. We acknowledge and agree that **(i)** where we decide, for any reason whatsoever, not to perform our obligations pursuant to the Tender Documents, in whole or in part; and/or **(ii)** where we act in a manner which is not compliant with our obligation to good faith performance, then the amount of the Tender Bond shall be forfeited to the benefit of the Company and shall serve as agreed upon compensation, without prejudice to any other rights or remedies to which the Company is entitled.

IN WITNESS WHEREOF, the parties hereto have signed this Declaration, Warranty and Undertaking:

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

**ANNEX A3**

**TENDER No. INGL/TENDER/2020/20**

**STATEMENT REGARDING NON-PAYMENT OF BROKERAGE FEES AND NON-EMPLOYMENT OF COMPANY ADVISORS**

In addition to the obligations and prohibitions imposed on us pursuant to the law, including the Penal Code, 5737-1977, we the undersigned hereby undertake and declare the following in the name of \_\_\_\_\_ [insert name of Bidder / Member] and within our Bid for Tender No. **INGL/TENDER/2020/20**. (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 Tender Committee 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 sub-contractors, our representatives, our agents and anyone on our behalf who are involved in any way whatsoever in the Tender and/or the GTC derived from it.

In witness whereof the undersigned have hereunto set their hands:

Name/names of and signature  
of authorized signatories

Bidder's Stamp

**ANNEX A4**  
**INGL/TENDER/2020/20**  
**PARENT COMPANY GUARANTEE**

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

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

We, the undersigned, \_\_\_\_\_ [Insert name of parent company] (hereinafter the "**Parent Company**") warrant and represent that we exercise Control over \_\_\_\_\_ [Insert name of the Bidder] and we hereby confirm the following:

1. We guarantee the performance by the Bidder of all of its obligations in the Tender Process; and
2. In the event that the Bidder should be declared as the Winning Bidder in the Tender, we shall guarantee the performance of all of the Bidder's obligations pursuant to the Tender and the Contract; and
3. We acknowledge and agree that we shall be jointly and severally liable together with the Bidder for the performance of all of its obligations pursuant to the Tender Documents, and that for the purposes of all such obligations we the undersigned, shall be regarded as a single entity together with the Bidder.

IN WITNESS WHEREOF, the undersigned have executed this Guarantee, effective as of the date set forth below.

Name of Parent Company: _____
Name of Signatory: _____
Title: _____
Date: _____

**ANNEX A5**

**TENDER No. INGL/TENDER/2020/20**

**LEGAL OPINION**

For a Bidder:

To Israel Natural Gas Lines Company Ltd.  
Atidim Tower, floor 32  
Tel-Aviv, Israel

In accordance with the requirements of Tender no. **INGL/TENDER/2020/20**, I, the undersigned, Advocate \_\_\_\_\_ License No. \_\_\_\_\_ of \_\_\_\_\_, hereby affirm that the signatures of \_\_\_\_\_ [name of Bidder] on the Declaration, Warranty and Undertaking, the Power of Attorney for the Authorized Representative, the Commercial Proposal and on all other signed by the Bidder, as submitted as part of 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



For Parent Company:

To Israel Natural Gas Lines Company Ltd.  
Atidim Tower, floor 32  
Tel-Aviv, Israel

In accordance with the requirements of Tender no. **INGL/TENDER/2020/20**, I, the undersigned, Advocate \_\_\_\_\_ License No. \_\_\_\_\_ of \_\_\_\_\_, hereby affirm that \_\_\_\_\_ [name of Parent Company] (the "**Parent Company**") holds, directly or indirectly, more than 50% of the voting power or the power to appoint more than 50% of the directors in \_\_\_\_\_ [name of Bidder] and that the signatures of the Parent Company on the Declaration, Warranty and Undertaking, on the power of Attorney for the Authorized Representative and on any other of the documents signed by the Parent Company, as submitted as part of the Bid, have been executed according to all applicable laws and regulations and according to the incorporation documents of the Parent Company and are binding on the Parent Company and that there is no need for any further legal proceeding in order to give legal force to the undertakings made by the Parent Company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ANNEX A6**

**TENDER No. INGL/TENDER/2020/20**

**FORM OF TENDER BOND**

Bank \_\_\_\_\_

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

1. By this guarantee (the "**Guarantee**") we, \_\_\_\_\_ [Insert name of Bank], having our address at \_\_\_\_\_ (the "**Guarantor**"), hereby guarantee to pay you any and all amounts up to the aggregate sum of 500,000 USD (the "**Guaranteed Amount**") that you may claim, in writing, on account of \_\_\_\_\_, (the "**Bidder**") in connection with the bid submitted by the Bidder for Tender number **INGL/TENDER/2020/20**.
2. Upon receipt of a written request from you, we shall, within seven (7) days of receiving such written request, sent by messenger or registered mail, mail or messenger, pay you the full sum that you claim in such written request up to the Guaranteed Amount, without you having to prove your claim against the Bidder and without you having to claim such amount from the Bidder prior to sending us such written request.
3. This Guarantee is effective as of its issuance and shall remain valid and in full force and effect until \_\_\_\_\_.
4. Any demand under this Guarantee shall be submitted to the address set forth above during regular working hours.
5. The benefit of this Guarantee may be assigned by Company to the State of Israel whether in whole or in part.
6. This Guarantee shall be governed in accordance with the Laws of the State of Israel and any proceedings for enforcement shall be brought before the competent courts of the Tel Aviv Yafo district, Israel.

IN WITNESS WHEREOF, we have caused this Guarantee to be executed by one or more of our officers thereunto duly authorized on this \_\_\_ day of \_\_\_\_\_, 2020.

[\_\_\_\_\_][Insert complete name of Bank]

By: \_\_\_\_\_

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

**ANNEX A7(1)**

**EQUIPMENT – VESSEL DESIGNED AND EQUIPPED FOR LAYING SUBSEA PIPELINE**

<b>General Information</b>	
1	Type of Vessel
2	Ownership / Long term lease The Bidder shall submit the certificate of registration for the vessel and its lease agreement (if relevant).
<b>Specifications</b>	
3	Equipped and capable for laying subsea pipeline of at least 36" Yes / No  Capable for laying subsea pipeline at water depth of at least 50m Yes / No  S-LAY technique Yes / No

Bidder's Confirmation

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

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

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

**ANNEX A7(2) THRESHOLD REQUIREMENTS**  
**BIDDER'S PROFESSIONAL EXPERIENCE LIST FOR EPC PROJECTS**

		Project 1	Project 2	Project 3	Project 4	Project 5
<b>ITB Section 9.3.1</b>	Name of Project					
	Name of Client					
	Project Location					
	Bidder was EPC Contractor (See note below)	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Start (from 1.1.2010) and completion date					
	Natural Gas / Oil off-shore pipeline	Natural Gas / Oil	Natural Gas / Oil	Natural Gas / Oil	Natural Gas / Oil	Natural Gas / Oil
	Diameter of pipe (Inches) (at least 24 inches)					
	Length of Pipeline in the Project (at least 10km)					
	Pipeline reaching water depth of at least 30m	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No

- See section 9.3.1 of the Tender - "**EPC Contractor**" means that the Bidder was the entity that executed by itself the construction of the pipeline, managed the design, engineering and quality control of all the works, and bore full professional responsibility for the works.
- The information shall refer to at least 2 projects (the minimum requested in the Threshold Requirement) and no more than 5 projects.

**Bidder's Confirmation**

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

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

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

**ANNEX A7(3) - THRESHOLD REQUIREMENTS**

**BIDDER'S / SUB-CONTRACTOR'S PROFESSIONAL EXPERIENCE – TRENCHING AND BACKFILLING**

		Project 1	Project 2	Project 3	Project 4	Project 5
<b>ITB Section 9.3.2</b>	Name of Project					
	Name of Client					
	Project Location					
	by Bidder / by Sub-contractor [if relevant enter name of proposed Sub-contractor for trenching and backfilling]	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____
	Start (from 1.1.2010) and completion date					
	Natural Gas / Oil subsea pipeline	Natural Gas / Oil	Natural Gas / Oil	Natural Gas / Oil	Natural Gas / Oil	Natural Gas / Oil
	Diameter (Inches) (at least 18")					
	Reaching water depth of at least 20m	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Length of trenching and backfilling (at least 4km in total length of 2 project)					Yes / No
	TOP (meters) (at least 0.5m)					
trenching and backfilling surveys by post-lay trenching	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No	

- The information shall refer at least 2 projects (the minimum requested in the Threshold Requirement) and no more than 5 projects.

**Bidder's / Sub-contractor's Confirmation**

We, the undersigned, confirm the above details, on behalf of \_\_\_\_\_ [Insert Bidder's or Sub-contractor's name]:

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

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

**ANNEX A7(4) - THRESHOLD REQUIREMENTS  
BIDDER'S / SUB-CONTRACTOR'S PROFESSIONAL EXPERIENCE LIST FOR SUBSEA STRUCTURES**

		Project 1	Project 2	Project 3	Project 4	Project 5
<b>ITB Section 9.3.3</b>	Name of Project					
	Name of Client					
	Project Location					
	Subsea structure by Bidder / by Sub-contractor _____ [if relevant enter name of proposed Sub-contractor for subsea structures]	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____
	Start (from 1.1.2010) and completion date					
	Diameter of pipework (Inches) (at least 18")					
	Valves (number and Diameter) (at least 2 valves 18" each)					
	Reaching water depth of at least 45m					

- The information shall refer at least 1 project (the minimum requested in the Threshold Requirement) and no more than 5 projects.

**Bidder's / Sub-contractor's Confirmation**

We, the undersigned, confirm the above details, on behalf of \_\_\_\_\_ [Insert Bidder's or Sub-contractor's name]:

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

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

**ANNEX A7(5) - THRESHOLD REQUIREMENTS**

**BIDDER'S / SUB-CONTRACTOR'S PROFESSIONAL EXPERIENCE LIST FOR LANDFALL CROSSING WORKS**

		Project 1	Project 2	Project 3	Project 4	Project 5
<b>ITB Section 9.3.4</b>	Name of Project					
	Name of Client					
	Project Location					
	Landfall Works by Bidder / by Sub-contractor _____ [if relevant enter name of proposed Sub-contractor for landfall works]	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____	by Bidder / by Sub-contractor: _____
	Start (from 1.1.2010) and completion date					
	Diameter (Inches) of pipe casing (one at least 48" and one at least 30")					
	HDD / Direct Pipe / equivalent (at least one project)					
	coffer dam methodology (at least one project of 150m)					

- The information shall refer at least 2 projects (the minimum requested in the Threshold Requirement) and no more than 5 projects.

**Bidder's / Sub-contractor's Confirmation**

We, the undersigned, confirm the above details, on behalf of \_\_\_\_\_ [Insert Bidder's or Sub-contractor's name]:

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

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

**ANNEX A7(6) THRESHOLD REQUIREMENTS**

**BIDDER'S ENGINEERING DEPARTMENT / SUB-CONTRACTOR'S PROFESSIONAL EXPERIENCE LIST FOR DETAILED DESIGN AND ENGINEERING OF PIPELINE**

	Project 1	Project 2	Project 3	Project 4	Project 5	
The engineering department of the Contractor / the Sub-contractor for engineering _____ (insert name) has been active as such as of _____ (at least 2008).						
<b>ITB Section 9.3.5</b>	Name of Project					
	Name of Client					
	Design & Engineering by Bidder's engineering department / by Sub-contractor _____ [if relevant enter name of proposed Sub-contractor for design]	by Bidder's engineering department / by Sub-contractor: _____	by Bidder's engineering department / by Sub-contractor: _____	by Bidder's engineering department / by Sub-contractor: _____	by Bidder's engineering department / by Sub-contractor: _____	by Bidder's engineering department / by Sub-contractor: _____
	Project Location					
	Start (from 1.1.2010) and completion date					
	Natural Gas / Oil subsea pipeline	Natural Gas / Oil	Natural Gas / Oil	Natural Gas / Oil	Natural Gas / Oil	Natural Gas / Oil
	Diameter of pipe (Inches) (at least 18")					
	Included subsea structure (at least one project)	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Length of Pipeline in the Project (each at least 10km)					
	Pipeline reaching water depth of least 45m	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Pipeline Design Pressure (at least class ANSI 600)					
If relevant – the Bidder's engineering department includes at least 5 engineers employed by it over (at least) the 2 years' period prior to the Last Submission Date.				Yes / No		

- The information shall refer at least 2 projects (the minimum requested in the Threshold Requirement) and no more than 5 projects.

**Bidder's / Sub-contractor's Confirmation**

We, the undersigned, confirm the above details, on behalf of \_\_\_\_\_ [Insert Bidder's or Sub-contractor's name]:

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

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





**ANNEX A7(7)**

**THRESHOLD REQUIREMENTS for PROJECT MANAGER**

(Section 9.5.1 of ITB)

<b>General Information (detailed CV &amp; Certificates to be attached)</b>				
1	Full Name			
2	Years of Experience as offshore Project Manager of the construction of oil and/or gas subsea pipeline (at least from 1.1.2010)	Total Years _____	Start year _____	
5	Having experience from 1.1.2010 as Project Manager, with responsibility over planning, managing manpower and technical equipment, budget control and coordinating with the subcontractors, authorities and infrastructure owners during the execution of the works of at least 2 off-shore projects for the construction of subsea oil and/or gas pipeline, each with of at least (a) 18" in diameter; (b) 10km in length; (c) reaching water depth of at least 45m; and (d) at least one of the projects with trenching and backfilling of the pipeline  Yes / No			
6	Project Manager Confirmation	Name	Signature	Date

<b>Project Manager Detailed Experience</b> (one separate table for each project - at least 2 projects (the minimum requested in the Threshold Requirement) and no more than 5 projects)					
1	Project Name				
	Client				
	Contact Person details				
2	Project Location		Project Period (MM/YY) Start (from 1.1.2010): End:		
3	Formal Title Position in the Project		Period in position (Months)		
4	Technical Project Details				
	Subsea natural gas pipeline / subsea oil pipeline – Yes / No	pipeline Diameter (at least 18"): _____	pipeline length (at least 10km): _____	maximum water depth (at least 45m): _____	trenching and backfilling: Yes / No
	Project full description				
	The Construction / Project Manager experience in the project included all the following: planning, managing manpower and technical equipment, budget control and coordinating with the subcontractors and land and utility/infrastructure owners during the execution of the works - Yes / No				
5	Construction Manager Confirmation	Name	Signature	Date	

**ANNEX A7(8)**

**THRESHOLD REQUIREMENTS for OFFSHORE INSTALLATION MANAGER (OIM)**

(Section 9.5.2 of ITB)

<b>General Information (detailed CV &amp; Certificates to be attached)</b>			
1	Full Name		
2	Years of Experience as OIM (as of 1.1.2010): _____	Total Years _____	Start year _____
5	Having experience from 2010 as OIM, with responsibility over planning, managing manpower and technical equipment, budget control and coordinating with the subcontractors, authorities and infrastructure owners during the execution of the works of at least 3 projects for the construction of subsea oil and/or gas pipeline, each with of at least (a) 18" in diameter; (b) 10km in length; (c) reaching water depth of at least 45m; and (d) at least one of the projects with trenching and backfilling of the pipeline; and at least one of the projects with a landfall; and at least 2 projects for the installation of subsea structures, each with of at least (a) pipework 18" in diameter; and (b) executed at water depth of at least 45m  Yes / No		
6	OIM Confirmation	Name	Signature
			Date

<b>OIM Detailed Experience</b>					
(one separate table for each project - at least 2 pipeline projects and 2 subsea structure projects (the minimum requested in the Threshold Requirement) and no more than 5 projects all together)					
<b>1</b>	Project Name				
	Pipeline / Subsea structure				
	Client				
	Contact Person details				
<b>2</b>	Project Location		Project Period (MM/YY) Start (from 1.1.2010): End:		
<b>3</b>	Formal Title Position in the Project		Period in position (Months)		
<b>4</b>	Technical Project Details				
	natural gas pipeline / oil pipeline / subsea structure: _____	pipeline length (at least 10km): _____	pipeline diameter (at least 18"): _____	maximum water depth (at least 45m): _____	trenching and backfilling: Yes / No
	Project full description				
The OIM experience in the project included all the following: planning, managing manpower and technical equipment, budget control and coordinating with the subcontractors and land and utility/infrastructure owners during the execution of the works - Yes / No					
<b>5</b>	OIM Confirmation	Name	Signature	Date	

**ANNEX A7(9)**  
**THRESHOLD REQUIREMENTS for QUALIFIED WELDING ENGINEER**  
 (Section 9.5.3 of ITB)

<b>General Information (detailed CV &amp; Certificates to be attached)</b>			
1	Full Name		
2	Years of Experience as Welding Engineer	Total Years _____	Start year _____
3	Name of European or American Institute authorized to grant qualification as Welding Engineer		
	Qualification Year (No later than 5 years prior to the Last Submission Date)	Country	
4	Welding engineer Confirmation	Name	Signature
		Date	

<b>Welding Engineer Detailed Experience</b>				
(one separate table for each project - at least 2 projects (the minimum requested in the Threshold Requirement) and no more than 5 projects)				
<b>1</b>	Project Name			
	Client			
	Contact Person details			
<b>2</b>	Project Location	Project Period (MM/YY) Start: End:		
<b>3</b>	Formal Title Position in the Project		Period in position (Months)	
<b>4</b>	Technical Project Details			
	natural gas pipeline / oil pipeline – Yes / No	Pipeline length (at least 10km) _____	Pipeline Diameter (at least 18") _____	Complying with DNV standard – Yes / No
	Project full description			
<b>6</b>	Welding Engineer Confirmation	Name	Signature	Date

**ANNEX A7(10)**  
**THRESHOLD REQUIREMENTS for QUALITY CONTROL EXPERT**  
 (Section 9.5.4 of ITB)

<b>General Information (detailed CV &amp; Certificates to be attached)</b>			
1	Full Name		
2	Years of Experience as quality control expert	Total Years: _____	Start year: _____
3	An Engineer Yes / No	Field: Institution: Graduation Year: _____ Country: _____	
4	Quality Control Expert confirmation	Name	Signature
			Date

<b>Quality Control Expert Detailed Experience</b> (one separate table for each project - at least 1 project (the minimum requested in the Threshold Requirement) and no more than 5 projects)				
1	Project Name			
	Client			
	Contact Person details			
2	Project Location		Project Period (MM/YY) Start: End:	
3	Formal Title Position in the Project:		Period in position (Months):	
4	Technical Project Details			
	natural gas pipeline / oil pipeline – Yes / No	Pipeline length (at least 10km) _____	Pipeline Diameter (at least 18") _____	Maximum water depth (at least 45m) _____
Project full description				
6	Quality Control Expert confirmation	Name	Signature	Date



**ANNEX A7(11)**  
**THRESHOLD REQUIREMENTS for HSE MANAGER**  
 (Section 9.5.5 of ITB)

<b>General Information (detailed CV &amp; Certificates to be attached)</b>				
1	Full Name			
2	Name of Institute authorized to qualify as Safety Manager for civil engineering and construction works			
	Qualification Year	Country		
	Name of Institute authorized to train in the field of construction works & country _____	Qualification Year _____		
3	Having experience of no less than 3 years as of 2010 as safety officer in off-shore projects for the longitudinal (linear) infrastructure projects, which included heavy construction equipment Yes / No Years of Experience in relevant projects: _____			
4	Project no. 1 (from 2010) - Summary description of the off-shore construction project.			
5	Project no. 2 (from 2010) - Summary description of the off-shore construction project			
6	Project no. 3 (from 2010) - Summary description of the off-shore construction project			
6	HSE Manager Confirmation	Name	Signature	Date

**ANNEX A8**

**TENDER No. INGL/TENDER/2020/\_\_\_**

**FINANCIAL CAPABILITIES**

	2016	2017	2018	2019
Turnover (USD)				
Cash flow (USD)				
Equity (USD)	Not relevant	Not relevant	Not relevant	

Annual average turnover over the course of 2016 – 2019 - \_\_\_\_\_ USD.

Annual average cash flow from operating activities over the course of 2016 – 2019 – \_\_\_\_\_ USD.

We, the undersigned, being the independent certified public accountants of \_\_\_\_\_, hereby confirm that the information included in the above tables is accurate. We further confirm that such information is the same information as appears in the financial statements of \_\_\_\_\_ which we have audited.

Signature

Date

**ANNEX A9**

**TENDER No. INGL/TENDER/2020/20 ("Tender")**

**IRREVOCABLE POWER OF ATTORNEY FOR BIDDER'S AUTHORIZED REPRESENTATIVE**

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 name] to be the Authorized Representative of \_\_\_\_\_ [insert name of Bidder / Parent Company] (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 Bidders 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 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 Tender Documents.

IN WITNESS WHEREOF, the parties hereto have signed this power of attorney:

Name of Bidder / Parent Company	Authorized signatories	Signature & Stamp
	By: Position: Date:	
	By: Position: Date:	

**ANNEX A10**  
**UNDERTAKINGS BY FOREIGN SUPPLIER for INDUSTRIAL COOPERATION**  
**INGL/TENDER/2020/20**

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/2020/20** issued by **Israeli Natural Gas Lines Company Ltd.** (the "**Buyer**") for the **Engineering and Construction of the Ashdod – Ashkelon Off-Shore High Pressure Natural Gas Pipeline** (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 follow-on procurement 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, i.e. a total amount of US\$ \_\_\_\_\_.

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 fulfillment 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 fulfillment 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 Fulfillment Program, aimed at the satisfaction of our a.m. undertaking, as follows:

1. Our fulfillment 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 .....



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.

**Appendix C**  
**Annual Claims Submission Form**

To:  
ICA Israel  
86 Menachem Begin Rd.  
P.O. Box 36049  
Tel-Aviv, 67138  
ISRAEL  
E-mail: [Rashpat@economy.gov.il](mailto:Rashpat@economy.gov.il)

**Re: Annual Claims Report - Undertaking File [FILE #]**

Dear Sir/Madam,

Please see attached our annual report for the period \_\_\_\_\_ to \_\_\_\_\_.

Total claims for this period, as attached, are US\$ \_\_\_\_\_. Each of the claims is supported by a signed Claim for Industrial Cooperation Credit.

Thank you,  
Company Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#	Israeli supplier name	Description of goods purchased	Nature of the industrial cooperation (Acquisition, Investment, R&D etc.)	Value (US\$/EUR)	Local subcontracting (US\$/EUR) (Industrial cooperation directly related to the Contract/Project)	POC
1						
2						
3						
4						

**Auditor's Opinion letter**  
(Industrial Cooperation)

Date \_\_\_\_\_

To:

The Industrial Cooperation Authority  
Menachem Begin Road,  
PO Box 36049, Tel Aviv 67138  
by email: [rashpat@economy.gov.il](mailto:rashpat@economy.gov.il)

**Re: Auditor's Opinion letter regarding Industrial Cooperation**

As Accountants and Auditors of \_\_\_\_\_, duly registered in \_\_\_\_\_ under Registration No. \_\_\_\_\_ (hereinafter: "**the Foreign Supplier**") and upon his request, we have audited the financial statements in the declaration of the Foreign Supplier as detailed in the attached Implementation Report (marked with our seal for purposes of identification) for \_\_\_\_\_ [year]. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards in Israel. Those standards required that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the said declaration. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements in the declaration referred to above, present fairly, in all material respects, the financial statements included in it, according to the audited financial reports/unaudited financial reports and the supporting books they are based on.

Yours truly

\_\_\_\_\_, CPA  
Registration/License No: \_\_\_\_\_

Notes:

- ✓ This version was drafted in consultation with the Institute of Certified Accountants and with its consent.
- ✓ To be printed on the Chartered Accountant's firm's letter head



## **Appendix C<sub>1</sub>**

### **Claim for Industrial Cooperation Credit**

For the calendar year .....

1. Name of Foreign Supplier ("**Supplier**"): .....
2. Name and address of the Israeli provider or manufacturer:  
.....

Preferences:

- SME  Preferred Zone

3. Goods or services provided during the above mentioned Calendar year:  
.....

4. Industrial Cooperation Category<sup>1</sup>:

- a) **Direct** - Industrial Cooperation directly related to project/contract :

Ref: .....

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

- b) **Indirect**

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

---

<sup>1</sup> Please mark the relevant category. If it is a direct industrial cooperation, please fill out the name and a short description of the project.

5. We hereby warrant and confirm that the Israeli content of each one of the goods and services detailed in Section 3 above constitutes at least 35% of its value.
6. The total Value of Goods or services provided (US\$) (calculated in accordance with the US\$ exchange rate published by the Bank of Israel at the date of invoice):  
 .....

I, the undersigned....., Passport Number ....., an authorized signatory of ....., hereby warrant and confirm that the above Claim for Industrial Cooperation is true and correct, and in full compliance with the Regulations and the Industrial Cooperation Undertaking by Supplier.

**Foreign Supplier [Company name]:**

.....

Name: .....

Title: .....

Signature: .....Date: .....

**The Israeli supplier's declaration**

I, the undersigned, an authorized signatory of ..... [Name of Israeli supplier] registration No..... hereby warrant and confirm that the information set forth under section 3 through 5 of the above Claim for Industrial Cooperation Credit by Supplier is true and correct.

**Israeli supplier [Company name]:**

.....

Name: .....

Title: .....

Signature: .....Date: .....

Email: .....

Tel: .....Cell: .....

**ANNEX A11(1)**

**QUALITY REQUIREMENTS - WORK EXPERIENCE LIST**

		Project 1	Project 2	Project 3	Project 4	Project 5
<b>General information</b>	Name of Project					
	Name of Client					
	Location					
	Start and completion date					
	Bidder was/is Prime Contractor (See note below)	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Bidder was EPC contractor	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Financial scope of the project (value)					
	Short description of the project	Please attach as annex to the table	Please attach as annex to the table	Please attach as annex to the table	Please attach as annex to the table	Please attach as annex to the table
<b>Pipeline information</b>	Length of Pipeline in the Project (please note - a consecutive line)					
	Diameter of pipe (Inches)					
	Pipeline Design Pressure (Please see minimum requirement)					
	Natural Gas pipeline	Yes / No	Yes / No	Yes / No	Yes / No	Yes / No
	Pipe material					
	Wall thickness					

- **"Prime Contractor"** means that the Bidder **has legally contracted the transmission company or entity** (including the Israel Electric Company under the "tripartite agreement") for the execution of the pipeline works, and was the entity that by itself managed the execution and quality control of all the works and bore **full and direct legal and professional responsibility for all the pipeline works**.
- The information shall refer at least to the quantity of projects requested in the specific clause of the Tender, if such is specified, **but in any event no more than 10 projects**.

**Bidder's Confirmation**

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

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

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

**ANNEX A11(2)**

**QUALITY REQUIREMENTS - DETAILED EXPERIENCE**

<b>Bidder's Past Detailed Experience – one table for each project</b>							
1	Project Name				Client		
2	Client Contact person full name & title				Contact details (email, mobile)		
3	Project Location	Total Period (Years)		Financial scope of the project (value in <b>Euro</b> ):			
		Start Date					
		End Date					
4	Bidder was Prime contractor				Yes / No		
5	Bidder was EPC contractor				Yes / No		
6	Construction of Infrastructure project - the role and part of the Bidder in the management and execution of the project						
7	Construction of Natural Gas Pipeline - Project Details	Pipeline length		km	Pipe material		
		DP (Bar)		Pipeline Diameter (Inch)		Wall Thickness (mm)	
		Natural Gas – Yes / No			No. of Valves / PRMS Stations		
8	Intl. Standards applied in the Project (NEN 3650, EN 3834-2)						
9	Welding method / standard						
10	No. of Automatic welding machines						
11	Special/designated construction equipment used and quantity						

11	<p>General Project – Full Description and main characteristics of the project (such as: length, pipeline diameter, time schedule for execution, sections and sub-sections for the project, sub-contractors employed etc.)</p>
12	<p>Special Characteristics of the Works (such as: Soil types, special/difficulty terrain characteristics, mountains, rock excavation, river crossing, narrow strip of works, close vicinity to underground infrastructure).</p>
13	<p>Special Methods of construction / technologies used in the works (such as crossings, auger boring, Pipe jacking, HDD etc.)</p>
14	<p>Manner of dealing with special difficulties in the project, including difficult terrain such as special expertise / techniques etc.</p>

We confirm the above details in Table 12(2) of the Tender on behalf of the Bidder:

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

**ANNEX A11(3)**

**QUALITY REQUIREMENTS - RECOMMENDATIONS & CONTACT PERSONS**

	<b>Company's Name</b>	<b>Company's field of occupation</b>	<b>How is the Company Related to the Contractor &amp; year</b>	<b>Contact man E-Mail Tel. &amp; Mobile no.</b>	<b>Address &amp; Country</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					
<b>5</b>					

**ANNEX A12(1)**

**QUALITY REQUIREMENTS - PROJECT MANAGER**

<b>General Information (detailed CV to be attached)</b>				
1	Full Name			
2	Years of Experience as Construction Manager / Project Manager	Total Years _____	Start year _____	
3	Other Education (Field / Institution / Graduation Year)			
4	Professional Qualifications (Field / Institution / Graduation Year)			
5	International Standards Experience			
6	NEN 3650 standard Experience (Project / Country / Client / Year)			
7	Experience in planning, managing manpower and technical equipment, budget control and coordinating with the subcontractors and land and utility/infrastructure owners during the execution of the works – in construction projects for natural gas pipeline or linear (longitudinal) infrastructure project			
8	Nationality	Country of Residence	English level	Speaking _____ Writing _____
9	Construction Manager Confirmation	Signature	Date	



<b>Quality Requirements detailed Experience – Construction Manager</b> <b>(separate table for each project)</b>							
1	Project Name						
	Client						
	Contact Person details						
2	Project Location (OECD - See list in Annex A2)		Project Period (MM/YY) Start: End:		Project Contract Amount		
3	Formal Title Position in the Project					Period in position (Months)	
Technical Project Details – Construction project							
4	Pipeline length (km)  _____	Pipeline Diameter (Inches)  _____	Pipeline Design Pressure (at least 45 Bar)  _____	Pipeline material  _____	Pipeline Wall Thickness  _____	Natural Gas pipeline – Yes / No	No. of Valves / PRMS Stations  _____
5	Other Longitudinal (linear) infrastructure Construction project - Description						
6	Intl. Standards applied in the Project (Incl. NEN 3650)						
7	General Project - Description & Time tables of the project						
8	Special Characteristics of the Works (such as: Soil types, special terrain characteristics (mountains, rock excavation, river crossing, narrow strip of works).						
9	Details of Close vicinity to underground infrastructure						



10	Special Methods of construction / technologies used in the works (such as crossings, auger boring, Pipe jacking, HDD etc.)		
11	Other Project difficulties		
12	Construction Manager Confirmation	Signature	Date



**ANNEX A12(2)**

**QUALITY REQUIREMENTS – OFF-SHORE INSTALLATION MANAGER (OIM)**

<b>General Information (detailed CV to be attached)</b>			
1	Full Name		
2	Years of Experience as OIM	Total Years _____	Start year _____
3	Other Education (Field / Institution / Graduation Year)		
4	Professional Qualifications (Field / Institution / Graduation Year)		
5	International Standards Experience		
6	NEN 3650 standard Experience (Project / Country / Client / Year)		
7	Experience in planning, managing manpower and technical equipment, budget control and coordinating with the subcontractors and land and utility/infrastructure owners during the execution of the works – in construction projects for natural gas pipeline or linear (longitudinal) infrastructure project		
8	Nationality	Country of Residence	English level Speaking _____ Writing _____
9	OIM Confirmation	Signature	Date



Quality Requirements detailed Experience – OIM (separate table for each project)							
1	Project Name						
	Client						
	Contact Person details						
2	Project Location (OECD - See list in Annex A2)		Project Period (MM/YY) Start: End:		Project Contract Amount		
3	Formal Title Position in the Project					Period in position (Months)	
4	Technical Project Details – Construction project						
	Pipeline length (km)  _____	Pipeline Diameter (Inches)  _____	Pipeline Design Pressure (at least 45 Bar)  _____	Pipeline material  _____	Pipeline Wall Thickness  _____	Natural Gas pipeline – Yes / No	No. of Valves / PRMS Stations  _____
5	Other Longitudinal (linear) infrastructure Construction project - Description						
6	Intl. Standards applied in the Project (Incl. NEN 3650)						
7	General Project - Description & Time tables of the project						
8	Special Characteristics of the Works (such as: Soil types, special terrain characteristics (mountains, rock excavation, river crossing, narrow strip of works).						
9	Details of Close vicinity to underground infrastructure						



10	Special Methods of construction / technologies used in the works (such as crossings, auger boring, Pipe jacking, HDD etc.)		
11	Other Project difficulties		
12	OIM Confirmation	Signature	Date



**ANNEX A12(3)**

**QUALITY REQUIREMENTS – QUALIFIED WELDING ENGINEER**

<b>Quality Requirements General Information (detailed CV to be attached)</b>			
1	Full Name		
2	Years of Experience as Welding Engineer	Total Years	Start year
3	Education (Field / Institution / Graduation Year)		
4	Professional Qualifications (Field / Institution / Graduation Year)		
5	International Standards Experience		
6	NEN 3650 standard Experience (Project / Country / Client / Year)		
7	Nationality	Country of Residence	English level Speaking _____ Writing _____
8	welding engineer Confirmation	Signature	Date



Detailed Experience – Qualified Welding Engineer (separate table for each project)							
1	Project Name						
	Client						
	Contact Person details						
2	Project Location (OECD - See list in Annex A2)	Project Period (MM/YY) Start: End:		Project Contract Amount			
3	Formal Title Position in the Project					Period in position (Months)	
Technical Project Details – Construction project							
4	Pipeline length (km) _____	Pipeline Diameter (Inches) _____	Pipeline Design Pressure (at least 45 Bar) _____	Pipeline material _____	Pipeline Wall Thickness _____	Natural Gas pipeline – Yes / No	No. of Valves / PRMS Stations _____
5	Project of linear pipeline (gas or other such as petrochemical, energy) or electro-mechanic infrastructure under relevant international standards (such as EN)						
6	Project applied the EN 3834-2 standard: Yes / No						
	Intl. Standards applied in the Project (Incl. NEN 3650)						
7	No. of welders						
8	No. of Automatic welding machines						
9	General Project - Description						
10	Other Project difficulties						



11	Welding Engineer Confirmation	Signature	Date



**ANNEX A12(4)**

**QUALITY REQUIREMENTS – QUALITY CONTROL EXPERT**

<b>Detailed Experience – Quality Control Expert (separate table for each project)</b>							
<b>1</b>	Project Name						
	Client						
	Contact Person details						
<b>2</b>	Project Location (OECD See list in Annex A2)	Project Period (MM/YY) Start: End:	Project Contract Amount				
<b>3</b>	Formal Title Position in the Project					Period in position (Months)	
<b>Technical Project Details – Construction project</b>							
<b>4</b>	Pipeline length (km) _____	Pipeline Diameter (Inches) _____	Pipeline Design Pressure (at least 45 Bar) _____	Pipeline material _____	Pipeline Wall Thickness _____	Natural Gas pipeline – Yes / No	No. of Valves / PRMS Stations _____
<b>5</b>	Electro-mechanical project executed for the construction of power plants or industrial processes plants (such as petrochemical or energy plants)						
<b>6</b>	Project applied the EN 3834-2 standard: Yes / No						
	Intl. Standards applied in the Project (Incl. NEN 3650)						
<b>7</b>	General Project - Description						



8	Other Project difficulties		
9	Welding Engineer Confirmation	Signature	Date

**ANNEX A12(5)**

**QUALITY REQUIREMENTS - HSE MANAGER**

<b>General Information (detailed CV to be attached)</b>			
1	Full Name		
2	Years of Experience as HSE Manager	Total Years _____	Start year _____
3	Years of Experience as Safety Manager for civil engineering and construction projects (note: not a foremen)		
	Total Years _____	Start year _____	
	Name of Institute authorized to qualify as Safety Manager & Country		Qualification Year
4	For Israeli HSE Manager - successfully completed training in the field of construction works		
	Name of Institute authorized to train in the field of construction works & Country		Qualification Year
3	Employed by the Bidder as (Not by Sub-Contactor)		
	Bidder's internal company Staff:	Freelance (Direct personal contract with the Bidder)	
	Yes / No Period: _____ Start year _____	Yes / No Period: _____ Start year _____	
5	Education (Field / Institution / Graduation Year)		
6	Professional Qualifications (Field / Institution / Graduation Year)		
7	Having experience of no less than 3 years as of 2010 as safety officer in projects for the construction of longitudinal (linear)		Yes / No



	infrastructure projects, which included heavy construction equipment for earthworks			Years of Experience in relevant projects:
8	Nationality	Country of Residence	English level	Speaking _____ Writing _____
9	HSE Manager Confirmation	Signature		Date



Detailed Experience – HSE Manager (separate table for each project)					
1	Project Name				
	Client				
	Contact Person details				
2	Project Location (OECD - See list in Annex A2)	Project Period (MM/YY)	Start: End:		
3	Formal Title Position in the Project			Period in position (Months)	
Technical Project Details – Construction project					
4	Pipeline length (km) _____	Pipeline Diameter (Inches) _____	Pipeline Design Pressure _____	Natural Gas pipeline – Yes / No	No. of Valves / PRMS Stations _____
5	Construction of longitudinal (linear) infrastructure project, which included heavy construction equipment for earthworks.				
6	Type of heavy construction equipment for earthworks				
7	General Project – Description / Difficulties				
8	HSE Manager Confirmation	Signature	Date		



**ANNEX A13**  
**FORM OF COMMERCIAL PROPOSAL**  
**INGL/TENDER/2020/20**

**Bidders must quote a price for all items detailed in this Annex 13; including all items for “EPC Bid Cost Breakdown (Bill of Quantities)” and all items for “EPC Evaluation Costs”.**

**A commercial proposal that shall not quote a price for all items may be disqualified.**